



**THE CITY OF THE VILLAGE OF DOUGLAS
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, FEBRUARY 05, 2024 AT 7:00 PM
86 W CENTER ST., DOUGLAS MI**

AGENDA

View remotely, online or by phone -

Join online by visiting: <https://us02web.zoom.us/j/84203662472>

Join by phone by dialing: +1 (312) 626-6799 | **Then enter "Meeting ID":** 842 0366 2472

- 1. CALL TO ORDER:** By Mayor
- 2. ROLL CALL:** By Clerk
- 3. PLEDGE OF ALLEGIANCE:** Led by Mayor
- 4. CONSENT CALENDAR**
 - A.** Approve the Council Meeting Agenda for February 5, 2024
 - B.** Approve the Council Regular Meeting Minutes for January 16, 2024
 - C.** Approve Invoices in the amount of \$111,959.97
 - D.** Special Event - Erin Go Bark People and Pet Parade

Motion to approve the Consent Calendar of February 5, 2024. – roll call vote

- 5. PUBLIC COMMUNICATION - VERBAL (LIMIT OF 3 MINUTES, AGENDA ITEMS ONLY)**
- 6. PUBLIC COMMUNICATION - WRITTEN**
- 7. UNFINISHED BUSINESS**
- 8. NEW BUSINESS**
 - A.** Root Beer Barrel Contract Addendum #1 (L. Nocerini)

Motion to approve the Root Beer Barrel contract Addendum #1, allowing payment of the water and sewer renovations to be made with the 2024 annual \$10,000 payment from 505 Water Street Café, LLC. - roll call vote

B. Root Beer Barrel Donation (L. Nocerini)

Motion to approve the 505 Water Street Café, LLC donation to renovate the electrical work at the Root Beer Barrel and create additional parking. - roll call vote

C. ABM Presentation - 415 Wiley Road Project (L. Nocerini)

D. Resolution 04-2024 - ABM Building Solutions (L. Nocerini)

Motion to adopt resolution 04-2024, authorizing the selection of ABM Facility Support Services, LLC for the implementation of a design build project, contingent upon determination of funding sources, procurement process and financing. - roll call vote

E. Lead Service Verification (Potholing) (L. Nocerini)

Motion to award Plummers Environmental Services the contract for lead service verification for the amount of \$84,713.00. - roll call vote

F. Ordinance 01-2024 - Ordinance to sell 6825 W Wiley Road - Second Reading - Public Hearing (L. Nocerini)

Motion to open the Public Hearing for Ordinance 01-2024, Ordinance to sell 6825 W Wiley Road. - roll call vote

1. Administration Comments
2. Public Comments
3. Council Comments

Motion to close the Public Hearing for Ordinance 01-2024, Ordinance to sell 6825 W Wiley Road. - roll call vote

Motion to adopt Ordinance 01-2024, declaring 6825 W Wiley Road as surplus property. - roll call vote

G. Centre Collective - (Tricia Anderson)

Motion to approve / approve with conditions / deny / table - roll call vote

9. 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. Playground Committee

B. Administration Reports

10. PUBLIC COMMUNICATION – VERBAL (LIMIT OF 3 MINUTES, ITEMS NOT ON AGENDA)

11. COUNCIL COMMENTS

12. MAYOR’S REPORT/COMMENTS

13. ADJOURNMENT

Motion to adjourn the meeting.

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 Laura Kasper, 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



**THE CITY OF THE VILLAGE OF DOUGLAS
REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JANUARY 16, 2024 AT 7:00 PM
86 W CENTER ST., DOUGLAS MI**

MINUTES

1. CALL TO ORDER: By Mayor Pro-Tem Walker

2. ROLL CALL: By City Clerk Kasper

PRESENT

Councilmember Neal Seabert

Councilmember John O'Malley

Mayor Pro-Tem Randy Walker

Councilmember Gregory Freeman

Councilmember Fran Ray

Also Present City Manager Lisa Nocerini

City Clerk Laura Kasper

Director of Public Works Rick Zoet

ABSENT

Mayor Cathy North

Councilmember Jerome Donovan

3. PLEDGE OF ALLEGIANCE: Led by Mayor Pro-Tem Walker

4. CONSENT CALENDAR

A. Approve the Council Meeting Agenda for January 16, 2024

B. Approve the Council Regular Meeting Minutes for January 3, 2024

C. Approve Invoices in the amount of \$36,285.80

Motion by Seabert, second by Freeman, to approve the Consent Calendar of January 16, 2024 – Motion carried by unanimous roll call vote.

5. PUBLIC COMMUNICATION - VERBAL (LIMIT OF 3 MINUTES): Richard Donovan – submitted written communication as well but stated that Council should amend the resolution 03-2024 to include private roads or table the item. Richard Wroblewski – agreed with Richard Donovan's statements. Dan Urquhart – Stated that the tower at Beery Field should not be torn down and is a piece of Douglas history and questioned why Code Enforcement was needed. Pat Galus – stated concern with the direction of Douglas and would like to put a halt to the brush item. Mike VanLoon – had questions and concerns about the leaves and would like the Council to table the item to answer more questions. Kim Zolper – stated concerns

with Code Enforcement and number of letters being sent. Patrick Reaume – would like to be included in the leaf and brush pickup. Debbie Larsen – stated she had to pay for leaf pickup after the scheduled end date.

6. PUBLIC COMMUNICATION – WRITTEN: Richard Donovan letter received by Council stating opposing of agenda item 8.E. Resolution 03-2024 - Leaf and Brush Policy.

7. UNFINISHED BUSINESS: No unfinished business to attend to.

8. NEW BUSINESS

- A. Appointments/Reappointments
 Appointments - Lauren Vonk/DDA, Greg Freeman/KLSWA, Fran Ray/Fire Board
 Reappointments - Robert Sapita/DBRA

Motion by Seabert, second by O'Malley, to approve the appointments and reappointments. Motion carried unanimous roll call vote.

- B. Deer Harvest Report - Discussion Item (R. Rank) – Rober Rank was present and reported the outcome of the 2023 deer harvest. Mr. Rank explained how the weather was a factor in the number of deer harvested which caused more people to be out in the area, but in total over 300-lbs of venison was able to be supplied to Christian Neighbors for local families in need.

- C. Tri-Community Parks and Recreation Master Plan - Second Reading - Public Hearing (L. Nocerini)

Motion by Freeman, second by O'Malley, to open the public hearing for the Tri-Community Parks and Recreation Master Plan. – Motion carried by unanimous roll call vote.

1. Administration Comments – City Manager Nocerini thanked Richard Donovan for his work.
2. Public Comments – No comments received.
3. Council Comments – O'Malley recognized the updated pictures. Freeman stated the plan was impressive and very comprehensive and asked about implementation of the plan. City Manager Nocerini recommended holding off on creating a parks and recreation committee for the time being to focus on maintenance and priority needs first and then will look at options for the future planning part. Richard Donovan mentioned the plan is meant to be a wish list of items that they would like to see in the next 5-years and the plan is required by the DNR if the want to ask for grant money, and the tri-community planning aspect of this seems to be favored.

Motion by Seabert, second by O'Malley, to close the public hearing for the Tri-Community Parks and Recreation Master Plan. – Motion carried by unanimous roll call vote.

- D. Resolution 1-2024 - Tri-Community Parks and Recreation Master Plan (L. Nocerini)

Motion by Freeman, second by Seabert, to adopt Resolution 1-2024, approving the Tri-Community Parks and Recreation Master Plan. – Motion carried by unanimous roll call vote.

- E. Resolution 03-2024 - Leaf and Brush Policy (L. Nocerini) The City of Douglas has in place, a leaf and brush policy that is intended to provide a disposal source for leaves and brush specifically. The policy outlines the schedule and guidelines for those residents in the City of Douglas who live on publicly maintained roads and will be mailed to each household. Private road maintenance is not a proper use of Public Act 51 funding; therefore, the City of Douglas will not pick up leaves and brush from private roads. A letter will be sent to property owners located on private roads, along with a map that shows the roads that are considered publicly certified roads under the public act, and ensuring they are

aware that they must make alternative arrangements for their leaf and brush collection. The City Attorney's office has reviewed and provided guidance on both the leaf and brush pickup guidelines and the proper use of Public Act 51 funds. The leaf and Brush Policy schedule has been adjusted to extend the pickup season, and Council will need to investigate private road pickup options as a separate budget line item.

Motion by Freeman, second by O'Malley, to adopt Resolution 03-2024, providing the leaf and brush policy for the residents of Douglas. – Motion carried by unanimous roll call vote.

- F. Ord. 01-2024 Real Property Surplus - 6825 W Wiley Road - First Reading (L. Nocerini) – No required action
- G. Beery Field Tower Report (L. Nocerini) – In the towers current state, as it poses significant safety concerns for the employees and residents, two recommended options provided from an engineering perspective were discussed, as per the recommendation of the City's insurance carrier. The DPW stated that the top portion of the tower could be salvaged and placed at another location. If the City decides to retain the tower, a fence will need to be installed along with the process of tower mapping and required structural analysis along with reinforcement of the tower, all resulting in costs totaling well over tens of thousands of dollars. The direction of Council was to obtain quotes to deconstruct the tower while preserving the top portion and will look at all options after the quotes are obtained.

Motion by Seabert, second by Ray, to approve the City Administration to move forward with obtaining quotes to deconstruct the tower at Beery Field. – Motion carried by unanimous roll call vote.

- H. Douglas Clock Donation (L. Nocerini) – The Douglas clock located within the City's bump out at the corner of Center Street and Main Street, and currently owned and maintained by Robin and Sharon Bauer. The clock is powered from an electrical box paid for by the City. Robin and Sharon Bauer proposed to donate the clock to the City per the agreement provided in the agenda packet. Ray recused self from voting on the item due to living within proximity of the item.

Motion by Seabert, second by O'Malley, to approve the acceptance of the Douglas clock donation agreement subject to the City Attorney review and approval. – Motion carried by roll call vote.

Voting Yea: Seabert, O'Malley, Walker, Freeman

Voting Abstaining: Ray

9. REPORTS

- A. Commission/Committee/Boards
 - 1. Planning Commission – reviewed Master Plan Survey results and will seek guidance from Council with short-term rentals.
 - 2. Kalamazoo Lake Sewer Water – will soon finalize budget and conducting sensitivity training with staff.
 - 3. Downtown Development Authority – meeting on 24th, will discuss projects and budget.
 - 4. Kalamazoo Lake Harbor Authority – meeting on 23rd to discuss dredging and goals.
 - 5. Douglas Harbor Authority – no meeting
 - 6. Douglas Brownfield Authority – joint meeting on 2/5 with Council at 5:30.
 - 7. Fire Board – report provided to Council.
 - 8. Community Recreation – no meeting
 - 9. Playground Committee – no meeting, but continued donations needed.
- B. Administration Reports – City Manager Nocerini reminded Council about the upcoming joint Brownfield and Council meeting that will take place on February 5th at 5:30 pm. She mentioned that code enforcement is never popular but was needed to address the more than 52-unaddress

complaints that have never been kept up with, and the goal is to educate, not ticket. She thanked the DPW for their hard work on keeping the roads clear.

- 10. PUBLIC COMMUNICATION – VERBAL (LIMIT OF 3 MINUTES):** Richard Donovan – reached out to the Playground Committee and had no response but questioned the differences between them and the Parks & Recreation Ad Hoc Committee. Dan Urquhart – stated that private road pickup was a reoccurring topic when he was on Council and mentioned standards of some roads not met. Stefani Smart – mentioned that she never had leaf pickup in her HOA, but the service they used would mulch the leaves. Dana White – stated concerns with leaf pickup and notices received in mail. Debbie Larsen – stated more transparency is needed, thought all private roads were covered, and residents need more information delivered to them.
- 11. COUNCIL COMMENTS:** Ray – learned a lot and appreciated the added information from the City Manager and Director of Public Works and would like to continue this detailed involvement with future discussions to provide a better framework for how items fit into budget. O’Malley – acknowledged DPW for doing a great job with snow and thanked City Manager Nocerini for providing more information on topics. Seabert – mentioned how clear the streets were and the workers were doing a great job. He also recognized that some areas of communication may need work. Freeman – appreciated the public input, thanked City Manager Nocerini for her hard work and she inherited a number of items that needed polishing, and thanked DPW.
- 12. MAYOR’S REPORT/COMMENTS:** Mayor Pro-Tem Walker – acknowledged that DPW did a great job keeping the roads clear of snow and appreciated their work and recognized that some areas of communication need adjusting and Council will provide information.

13. ADJOURNMENT

Motion by Seabert, second by O’Malley, to adjourn the meeting.

Approved on this 5th day of February 2024

Signed: _____ Date: _____

Cathy North, Mayor

Signed: _____ Date: _____

Laura Kasper, City Clerk

Certification of Minutes

I hereby certify that the attached is a true and correct copy of the minutes of a regular meeting of the City Council of the City of the Village of Douglas held on January 16, 2024, I further certify that the meeting was duly called and that a quorum was present.

Signed: _____ Date: _____

Laura Kasper, City Clerk

02/01/2024

INVOICE REGISTER REPORT FOR CITY OF THE VILLAGE OF DOUGLAS
 EXP CHECK RUN DATES 02/05/2024 - 02/05/2024
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt
89149364				
47599	ABSOPURE WATER COMPANY DPW WATER 101-463.000-740.000	01/19/2024	02/05/2024	1.00
	SUPPLIES			1.00
CLERK24				
47583	ALLEGAN CO CLERKS ASSOC. MEMBERSHIP 2024 - KASPER 101-215.000-908.000	01/19/2024	02/05/2024	30.00
	DUES/FEES/PUBLICATIONS			30.00
DEPUTY24				
47584	ALLEGAN CO CLERKS ASSOC. MEMBERSHIP 2024 - HOMYEN 101-215.000-908.000	01/19/2024	02/05/2024	30.00
	DUES/FEES/PUBLICATIONS			30.00
151541				
47585	B S & A SOFTWARE BS&A SOFTWARE ANNUAL SERVICE/SUPPORT 101-257.000-802.000	02/01/2024	02/05/2024	3,360.00
	CONTRACTUAL			715.00
	101-701.000-802.000			688.00
	CONTRACTUAL			1,957.00
11550				
47550	BARBER FORD INC. REPAIRS 101-301.000-930.004	12/18/2023	02/05/2024	3,953.47
	VEHICLE MAINTENANCE & REPAIRS			3,953.47
11866				
47634	BARBER FORD INC. REPAIRS 2020 FORD INTERCEPTOR 101-301.000-930.004	01/15/2024	02/05/2024	638.31
	VEHICLE MAINTENANCE & REPAIRS			638.31
292397				
47678	CAMP & CRUISE WADES BAYOU DOCKS INSTALL/REMOVAL 2023 594-597.001-930.000	01/10/2024	02/05/2024	430.00
	REPAIRS & MAINTENANCE: GENERAL			430.00
1-13-24				
47579	COMCAST CITY HALL 101-265.000-851.000	01/13/2024	02/05/2024	411.01
	TELEPHONE			411.01
1-15-24				
47580	COMCAST POLICE OFFICE 101-301.000-851.000	01/15/2024	02/05/2024	224.83
	TELEPHONE			224.83
4546				
47632	COMMERCIAL RECORD PUBLIC NOTICES 101-215.000-900.000	12/28/2023	02/05/2024	170.00
	PRINTING & PUBLISHING			170.00
1278441				
47681	COMPASS MINERALS	01/11/2024	02/05/2024	3,578.77

	ROAD SALT				
	203-464.000-740.001	SNOW AND ICE REMOVAL SUPPLIES			1,789.39
	202-464.000-740.001	SNOW AND ICE REMOVAL SUPPLIES			1,789.38
202076178435					
47546	CONSUMERS ENERGY		12/26/2023	02/05/2024	160.31
	86 W CENTER				
	101-265.000-922.000	UTILITIES			160.31
206258607474					
47645	CONSUMERS ENERGY		01/25/2024	02/05/2024	575.47
	37 WASHINGTON - BEERY FIELD RESTROOMS				
	101-751.000-922.000	UTILITIES			575.47
206258607473					
47646	CONSUMERS ENERGY		01/25/2024	02/05/2024	416.09
	DPW				
	101-265.000-922.000	UTILITIES			416.09
201008669195					
47647	CONSUMERS ENERGY		01/25/2024	02/05/2024	208.77
	415 WILEY #100				
	101-265.000-922.000	UTILITIES			208.77
201720244300					
47648	CONSUMERS ENERGY		01/25/2024	02/05/2024	187.35
	POLICE				
	101-301.000-922.000	UTILITIES			187.35
201720244301					
47649	CONSUMERS ENERGY		01/25/2024	02/05/2024	165.56
	86 W CENTER				
	101-265.000-922.000	UTILITIES			165.56
204656924565					
47650	CONSUMERS ENERGY		01/25/2024	02/05/2024	90.16
	177 WASHINGTON - DOUGLAS MARINA				
	594-597.000-922.000	UTILITIES			90.16
206258607475					
47651	CONSUMERS ENERGY		01/25/2024	02/05/2024	72.70
	25 MAIN ST BEERY FIELD BALL FIELD				
	101-751.000-922.000	UTILITIES			72.70
203767013207					
47652	CONSUMERS ENERGY		01/25/2024	02/05/2024	54.66
	250 WILEY SCHULTZ PARK RAMP				
	213-753.000-922.000	UTILITIES			54.66
201008669196					
47653	CONSUMERS ENERGY		01/25/2024	02/05/2024	40.60
	415 WILEY UNIT 108				
	101-265.000-922.000	UTILITIES			40.60
204123000617					
47654	CONSUMERS ENERGY		01/25/2024	02/05/2024	38.58
	503 W CENTER - CENTER ST LIGHTS				
	101-463.000-922.000	UTILITIES			38.58
205368819781					
47655	CONSUMERS ENERGY		01/25/2024	02/05/2024	37.62
	PRIDE GARDEN				
	101-751.000-922.000	UTILITIES			37.62
204656924564					

47656	CONSUMERS ENERGY	01/25/2024	02/05/2024	37.50
	201 WASHINGTON - DOUGLAS MARINA DOCKS			
	594-597.000-922.000 UTILITIES			37.50
8924				
47629	DOUGLAS SHELL	01/23/2024	02/05/2024	98.65
	SERVICE VEHICLE 2			
	101-301.000-930.004 VEHICLE MAINTENANCE & REPAIRS			98.65
MIHOL464730				
47608	FASTENAL COMPANY	01/22/2024	02/05/2024	21.99
	PPE			
	101-463.000-740.000 SUPPLIES			21.99
MIHOL464666				
47664	FASTENAL COMPANY	01/19/2024	02/05/2024	54.50
	LOCK NUTS FOR SCRAPER BLADES			
	203-464.000-740.001 SNOW AND ICE REMOVAL SUPPLIES			27.25
	202-464.000-740.001 SNOW AND ICE REMOVAL SUPPLIES			27.25
MIHOL464416				
47674	FASTENAL COMPANY	01/12/2024	02/05/2024	128.26
	DPW SUPPLIES			
	101-265.000-740.000 SUPPLIES			17.51
	202-464.000-740.001 SNOW AND ICE REMOVAL SUPPLIES			55.37
	203-464.000-740.001 SNOW AND ICE REMOVAL SUPPLIES			55.38
MIHOL464350				
47676	FASTENAL COMPANY	01/10/2024	02/05/2024	144.00
	SUPPLIES			
	101-265.000-740.000 SUPPLIES			144.00
MIHOL464351				
47677	FASTENAL COMPANY	01/10/2024	02/05/2024	23.99
	HI-VIZ ITEMS			
	101-463.000-750.000 UNIFORMS			23.99
2503082312				
47679	FIRST ADVANTAGE CORP	12/31/2023	02/05/2024	46.00
	MDOT DRUG TEST			
	101-463.000-802.000 CONTRACTUAL			46.00
286996				
47603	IHLE AUTO PARTS	01/12/2024	02/05/2024	25.98
	VEHICLE REPAIRS SUPPLIES			
	660-903.000-930.004 VEHICLE MAINTENANCE & REPAIRS			25.98
287146				
47604	IHLE AUTO PARTS	01/16/2024	02/05/2024	20.88
	LOCK DEICER			
	660-903.000-930.004 VEHICLE MAINTENANCE & REPAIRS			20.88
287321				
47605	IHLE AUTO PARTS	01/22/2024	02/05/2024	97.90
	WINDSHIELD SCRAPERS			
	202-464.000-740.001 SNOW AND ICE REMOVAL SUPPLIES			48.95
	203-464.000-740.001 SNOW AND ICE REMOVAL SUPPLIES			48.95
287090				
47610	IHLE AUTO PARTS	01/15/2024	02/05/2024	69.54
	TRUCK 2 REPAIR			
	660-903.000-930.004 VEHICLE MAINTENANCE & REPAIRS			69.54
287251				

47611	IHLE AUTO PARTS TRUCK #2 REPAIR 660-903.000-930.004	01/19/2024	02/05/2024	35.31 35.31

R201106218:01				
47660	K&R TRUCK REPAIRS REPAIR TRUCK #2 660-903.000-930.004	01/16/2024	02/05/2024	2,018.67 2,018.67

26BAYOUDEC23				
47564	KALAMAZOO LAKE SEWER & WATER 26 BAYOU DR IRRIGATION 101-751.000-922.000	01/15/2024	02/05/2024	36.50 36.50

415WILEYDEC23				
47565	KALAMAZOO LAKE SEWER & WATER 415 WILEY BUILDING 101-265.000-922.000	01/15/2024	02/05/2024	48.33 48.33

86CENTERDEC23				
47566	KALAMAZOO LAKE SEWER & WATER 86 W CENTER 101-265.000-922.000	01/15/2024	02/05/2024	55.62 55.62

47CENTERDEC23				
47567	KALAMAZOO LAKE SEWER & WATER 47 CENTER 101-301.000-922.000	01/15/2024	02/05/2024	126.15 126.15

147CENTERDEC23				
47568	KALAMAZOO LAKE SEWER & WATER 147 CENTER -PRIDE GARDEN 101-751.000-922.000	01/15/2024	02/05/2024	7.30 7.30

455CENTERDEC23				
47569	KALAMAZOO LAKE SEWER & WATER ROOT BEER BARREL 101-751.000-922.000	01/15/2024	02/05/2024	36.50 36.50

50LKSHRDEC23				
47570	KALAMAZOO LAKE SEWER & WATER 50 LAKESHORE DR BATHROOMS 101-751.000-922.000	01/15/2024	02/05/2024	48.33 48.33

25MAINDEC23				
47571	KALAMAZOO LAKE SEWER & WATER 25 MAIN DRINKING FOUNTAIN 101-751.000-922.000	01/15/2024	02/05/2024	7.30 7.30

25MAINIRDEC23				
47572	KALAMAZOO LAKE SEWER & WATER 25 MAIN ST IRRIGATION 101-751.000-922.000	01/15/2024	02/05/2024	36.50 36.50

3100SCHULTZDEC23				
47573	KALAMAZOO LAKE SEWER & WATER 3100 SCHULTZ PARK DR 101-751.000-922.000	01/15/2024	02/05/2024	18.25 18.25

37WASHDEC23				
47574	KALAMAZOO LAKE SEWER & WATER 37 WASHINGTON BATHROOMS 101-751.000-922.000	01/15/2024	02/05/2024	130.77 130.77

201WASHDEC23				

47575	KALAMAZOO LAKE SEWER & WATER 201 WASHINGTON 594-597.000-922.000	UTILITIES	01/15/2024	02/05/2024	48.75
486WATERDEC23					48.75
47576	KALAMAZOO LAKE SEWER & WATER 486 WATER NEW BARN 101-265.000-922.000	UTILITIES	01/15/2024	02/05/2024	52.84
1-17-24					52.84
47641	LAURA KASPER MILEAGE 101-215.000-861.000	MILEAGE REIMBURSEMENT	01/17/2024	02/05/2024	33.50
331475					33.50
47586	KENT COMMUNICATIONS LEAF AND BRUSH MAILER 101-215.000-901.000	POSTAGE	01/26/2024	02/05/2024	1,058.04
239555	101-215.000-900.000	PRINTING & PUBLISHING			255.24
47600	KERKSTRA RESTROOM SERVICE DOUGLAS BEACH PARK 101-751.000-802.000	CONTRACTUAL	01/22/2024	02/05/2024	802.80
40161685					180.00
47606	LINDE GAS & EQUIPMENT HI-LO FUEL 660-903.000-860.000	GAS & OIL	12/22/2023	02/05/2024	180.00
64445					43.40
47602	MENARDS - SOUTH HAVEN SALT SPREADER 101-751.000-977.000	EQUIPMENT	01/17/2024	02/05/2024	43.40
25380					229.98
47672	MENARDS-HOLLAND POTHOLE PATCH 101-463.000-930.000	REPAIRS & MAINTENANCE: GENERAL	01/30/2024	02/05/2024	229.98
1-31-24	202-463.000-930.000	REPAIRS & MAINTENANCE: GENERAL			754.11
47683	203-463.000-930.000	REPAIRS & MAINTENANCE: GENERAL			251.37
47683	MICHAEL PEZOK REFUND EXCESS ESCROW 101-000.000-283.000	ESCROW	01/30/2024	02/05/2024	251.37
4887113693					1,470.00
47636	MICHIGAN GAS UTILITIES 201 WASHINGTON ST DOUGLAS MARINA 594-597.000-922.000	UTILITIES	01/22/2024	02/05/2024	1,470.00
4887305270					111.13
47637	MICHIGAN GAS UTILITIES 47 CENTER 101-301.000-922.000	UTILITIES	01/22/2024	02/05/2024	111.13
4889198638					271.97
47638	MICHIGAN GAS UTILITIES 486 WATER 101-265.000-922.000	UTILITIES	01/22/2024	02/05/2024	271.97
4887128390					604.36
47639	MICHIGAN GAS UTILITIES		01/22/2024	02/05/2024	604.36
					161.31

	86 CENTER				
	101-265.000-922.000	UTILITIES			161.31
W06031936-1					
47669	MORRISON INDUSTRIAL EQUIPMENT CO	01/18/2024	02/05/2024		255.44
	HI-LO TRANSMISSION WORK				
	660-903.000-930.004	VEHICLE MAINTENANCE & REPAIRS			255.44
34225					
47631	NEW DAWN LINEN SERVICE	01/22/2024	02/05/2024		42.78
	COMMERCIAL CLEANING				
	101-265.000-802.000	COMMERCIAL CLEANING			15.01
	101-301.000-802.000	COMMERCIAL CLEANING			27.77
71221					
47640	NICK UNEMA PLUMBING & HEATING INC	01/25/2024	02/05/2024		3,453.66
	LEAD PIPE REPLACEMENT				
	450-536.000-974.000	CONSTRUCTION			3,453.66
865203					
47612	NYE UNIFORM COMPANY	12/12/2023	02/05/2024		87.19
	POLICE UNIFORM				
	101-301.000-750.000	UNIFORMS			87.19
865203A					
47626	NYE UNIFORM COMPANY	11/29/2023	02/05/2024		614.86
	POLICE UNIFORM SCHIPPER				
	101-301.000-750.000	UNIFORMS			614.86
348871497001					
47627	ODP BUSINESS SOLUTIONS	01/11/2024	02/05/2024		56.18
	OFFICE SUPPLIES				
	101-215.000-740.000	SUPPLIES			56.18
1575					
47549	OVERISEL ELECTRIC LLC	01/11/2024	02/05/2024		195.00
	REPAIR CAR CHARGE PORT				
	101-751.000-930.000	REPAIRS & MAINTENANCE: GENERAL			195.00
2401-730721					
47657	OVERISEL LUMBER CO.	01/23/2024	02/05/2024		(1.89)
	RETURN				
	101-265.000-740.000	SUPPLIES			(1.89)
2401-730481					
47658	OVERISEL LUMBER CO.	01/22/2024	02/05/2024		1.89
	KEY				
	101-265.000-740.000	SUPPLIES			1.89
2401-728564					
47659	OVERISEL LUMBER CO.	01/11/2024	02/05/2024		11.99
	GFI OUTLET TESTER				
	101-751.000-977.000	EQUIPMENT			11.99
2401-731164					
47665	OVERISEL LUMBER CO.	01/25/2024	02/05/2024		2.83
	KEY				
	101-265.000-740.000	SUPPLIES			2.83
2401-732384					
47680	OVERISEL LUMBER CO.	01/30/2024	02/05/2024		9.39
	DPW SUPPLIES				
	101-265.000-740.000	SUPPLIES			9.39
2401-732247					

47682	OVERISEL LUMBER CO. TRUCK #3 REPAIRS	01/30/2024	02/05/2024	19.89
	660-903.000-930.004	VEHICLE MAINTENANCE & REPAIRS		19.89
10907114				
47553	PLUNKETT COONEY LEGAL SERVICES - SPECIALTY	01/04/2024	02/05/2024	4,770.00
	101-701.000-801.000	CONTRACTUAL ATTORNEY		1,237.50
	101-266.000-801.000	CONTRACTUAL ATTORNEY		3,532.50
10907112				
47554	PLUNKETT COONEY LEGAL SERVICE GENERAL	01/04/2024	02/05/2024	4,852.50
	101-701.000-801.000	CONTRACTUAL ATTORNEY		122.50
	101-266.000-801.000	CONTRACTUAL ATTORNEY		4,730.00
106070				
47625	PM ENVIRONMENTAL, INC 200 BLUE STAR EPA GRANT MATCH	01/24/2024	02/05/2024	7,613.91
	243-000.000-802.243	BLIGHT REMOVAL		7,613.91
106061				
47628	PM ENVIRONMENTAL, INC EPA GRANT WORK	01/23/2024	02/05/2024	1,273.75
	243-000.000-802.243	BLIGHT REMOVAL		1,273.75
79135				
47617	PREIN & NEWHOF UNION STREET BOAT LAUNCH ASSESSMENT	01/09/2024	02/05/2024	572.50
	101-751.000-979.000	CAPITAL OUTLAY		572.50
79136				
47618	PREIN & NEWHOF ROAD ASSET MANAGEMENT PLAN	01/09/2024	02/05/2024	6,871.25
	202-463.000-806.000	CONTRACTUAL ENGINEERING		2,267.51
	203-463.000-806.000	CONTRACTUAL ENGINEERING		4,603.74
79158				
47619	PREIN & NEWHOF DWAM AMP	01/09/2024	02/05/2024	1,034.00
	450-536.000-974.000	CONSTRUCTION		1,034.00
79159				
47620	PREIN & NEWHOF DWAM DSMI	01/09/2024	02/05/2024	4,336.00
	450-536.000-974.000	CONSTRUCTION		4,336.00
79168				
47621	PREIN & NEWHOF CENTER STREET DEVELOPMENT	01/09/2024	02/05/2024	2,834.50
	101-701.000-806.000	CONTRACTUAL ENGINEERING		2,834.50
79173				
47622	PREIN & NEWHOF GENERAL CONSULTING	01/09/2024	02/05/2024	4,514.60
	450-536.000-806.000	CONTRACTUAL ENGINEERING		1,237.10
	101-463.000-806.000	CONTRACTUAL ENGINEERING		1,572.50
	101-701.000-806.000	CONTRACTUAL ENGINEERING		1,705.00
79191				
47623	PREIN & NEWHOF WESTSHORE PUD AMENDMENT	01/09/2024	02/05/2024	647.50
	101-701.000-806.000	CONTRACTUAL ENGINEERING		647.50

79196				
47624	PREIN & NEWHOF	01/09/2024	02/05/2024	1,211.50
	GARANDANA BOWL STORM SEWER			
	101-463.000-979.000 CAPITAL OUTLAY			1,211.50
49434614				
47667	QUALITY DOOR CO., INC.	01/10/2024	02/05/2024	1,126.33
	DPW SHOP			
	101-265.000-930.000 REPAIRS & MAINTENANCE: GENERAL			1,126.33
2097				
47607	RB MARINE SERVICES	01/15/2024	02/05/2024	350.00
	SHRINK WRAP ITEMS FOR OUTDOOR STORAGE			
	101-802.000-958.000 MISCELLANEOUS			350.00
TIRE-46787				
47670	RELIABLE ROAD SERVICE, INC	01/19/2024	02/05/2024	434.14
	TIRES FOR TRACTORS			
	660-903.000-930.004 VEHICLE MAINTENANCE & REPAIRS			434.14
2400000506				
47552	SAUGATUCK TOWNSHIP	12/31/2023	02/05/2024	375.00
	TRI COMMUNITY REC PLAN			
	101-701.000-803.000 CONTRACTUAL CONSULTANT			375.00
24-642				
47582	SAUGATUCK TWP FIRE DISTRICT	01/10/2024	02/05/2024	125.00
	RENTAL HOME INSPECTIONS			
	101-701.000-802.000 CONTRACTUAL			125.00
13832				
47661	SCOTT'S LANDSCAPE MANAGMENT INC	01/26/2024	02/05/2024	1,424.40
	SNOW REMOVAL CONTRACT			
	203-464.000-802.002 CONTRACTUAL-SIDEWALK PLOWING			712.20
	202-464.000-802.002 CONTRACTUAL-SIDEWALK PLOWING			712.20
13828				
47662	SCOTT'S LANDSCAPE MANAGMENT INC	01/24/2024	02/05/2024	4,985.40
	SNOW REMOVAL CONTRACT			
	202-464.000-802.002 CONTRACTUAL-SIDEWALK PLOWING			2,492.70
	203-464.000-802.002 CONTRACTUAL-SIDEWALK PLOWING			2,492.70
13831				
47663	SCOTT'S LANDSCAPE MANAGMENT INC	01/26/2024	02/05/2024	4,462.50
	HAUL SNOW			
	203-464.000-802.002 CONTRACTUAL-SIDEWALK PLOWING			2,231.25
	202-464.000-802.002 CONTRACTUAL-SIDEWALK PLOWING			2,231.25
13826				
47668	SCOTT'S LANDSCAPE MANAGMENT INC	01/18/2024	02/05/2024	4,000.00
	LIQUID CALCIUM CHLORIDE			
	203-464.000-740.001 SNOW AND ICE REMOVAL SUPPLIES			2,000.00
	202-464.000-740.001 SNOW AND ICE REMOVAL SUPPLIES			2,000.00
13827				
47671	SCOTT'S LANDSCAPE MANAGMENT INC	01/19/2024	02/05/2024	6,409.80
	SNOW REMOVAL CONTRACT			
	202-464.000-802.002 CONTRACTUAL-SIDEWALK PLOWING			3,204.90
	203-464.000-802.002 CONTRACTUAL-SIDEWALK PLOWING			3,204.90
257023				
47673	SHARE CORPORATION	01/15/2024	02/05/2024	320.49
	BATHROOM SUPPLIES			

	101-751.000-740.000	SUPPLIES			320.49
I-10161					
47675	SIGNS BY TOMORROW		01/12/2024	02/05/2024	247.50
	SIGNS FOR THE BARREL				
	203-463.000-746.000	TRAFFIC SIGNS & SERVICES			247.50
77620					
47544	SPECTRUM PRINTERS, INC		01/08/2024	02/05/2024	417.22
	ELECTION SUPPLIES				
	101-262.000-740.000	SUPPLIES			417.22
PERMITS 2024					
47630	STATE OF MI		01/23/2024	02/05/2024	1,600.00
	AQUATIC DR TREATMENT PERMITS				
	594-597.002-802.000	CONTRACTUAL			1,600.00
24-03-008					
47635	STR8-4WARD TRAINING CONCEPTS		01/15/2024	02/05/2024	375.00
	POLICE TRAINING				
	101-301.000-718.000	TRAINING FUNDS			375.00
6193103					
47479	TAFT STETTINIUS & HOLLISTER LLP		12/19/2023	02/05/2024	1,157.00
	ENVIROMENTAL RESPONSE RECOVERY				
	243-000.000-802.243	BLIGHT REMOVAL			1,157.00
913109					
47551	TELE-RAD INC.		12/28/2023	02/05/2024	322.04
	UNIFORM REIMBURSE -WARSEN				
	101-301.000-750.000	UNIFORMS			322.04
134684					
47577	VC3 INC		01/15/2024	02/05/2024	259.00
	MONTHLY OFFICE LICENSES				
	101-215.000-802.000	CONTRACTUAL			259.00
134685					
47578	VC3 INC		01/15/2024	02/05/2024	40.00
	MONTHLY PD LICENSES				
	101-301.000-802.000	CONTRACTUAL			40.00
9954104140					
47643	VERIZON WIRELESS		01/12/2024	02/05/2024	404.80
	CITY ISSUED PHONES				
	101-215.000-851.000	TELEPHONE			43.80
	101-301.000-851.000	TELEPHONE			43.80
	101-463.000-851.000	TELEPHONE			185.80
	101-701.000-851.000	TELEPHONE			43.80
	101-172.000-851.000	TELEPHONE			43.80
	101-101.000-851.000	TELEPHONE			43.80
9955079774					
47644	VERIZON WIRELESS		01/24/2024	02/05/2024	134.80
	DPW IPADS				
	101-463.000-851.000	TELEPHONE			134.80
97701					
47614	WILLIAMS AND WORKS		01/22/2024	02/05/2024	4,371.81
	HAWORTH PROPERTY REDEVELOPMENT - EPA GRANT MATCH				
	243-000.000-802.243	BLIGHT REMOVAL			4,371.81
97806					
47615	WILLIAMS AND WORKS		01/22/2024	02/05/2024	1,991.25

	MASTER PLAN UPDATE			
	101-701.000-803.000	CONTRACTUAL CONSULTANT		1,991.25
97802				
47616	WILLIAMS AND WORKS	01/22/2024	02/05/2024	6,757.37
	PLANNING CONSULTATION SERVICES			
	101-701.000-803.000	CONTRACTUAL CONSULTANT		6,757.37
Purchase Card Vendor: 10071 CARDMEMBER SERVICE				
2657091097				
47581	ADOBE ACROBAT PRO	01/17/2024	02/05/2024	275.94
	ADOBE SUBS			
	101-172.000-740.000	SUPPLIES		46.49
	101-215.000-740.000	SUPPLIES		137.97
	101-701.000-740.000	SUPPLIES		68.99
	101-463.000-740.000	SUPPLIES		22.49
114-0925520-8702667				
47545	AMAZON MARKETPLACE	01/11/2024	02/05/2024	35.98
	OFFICE SUPPLIES			
	101-215.000-740.000	SUPPLIES		35.98
113-3654331-4999433				
47547	AMAZON MARKETPLACE	01/11/2024	02/05/2024	34.57
	OFFICE SUPPLIES			
	101-215.000-740.000	SUPPLIES		34.57
113-6157555-4581829				
47548	AMAZON MARKETPLACE	01/11/2024	02/05/2024	16.68
	OFFICE SUPPLIES			
	101-215.000-740.000	SUPPLIES		16.68
114-9874382-0653840				
47601	AMAZON MARKETPLACE	01/04/2024	02/05/2024	7.99
	OFFICE SUPPLIES			
	101-215.000-740.000	SUPPLIES		7.99
114-1018847-3361840				
47642	AMAZON MARKETPLACE	01/25/2024	02/05/2024	28.59
	BOAT LAUNCH PASS CARDSTOCK			
	213-753.000-958.000	MISCELLANEOUS		28.59
115664				
47666	LARSEN LIGHTS	01/11/2024	02/05/2024	597.52
	LIGHTS FOR TRACTORS			
	660-903.000-930.004	VEHICLE MAINTENANCE & REPAIRS		597.52
38833				
47609	STAPLES	01/19/2024	02/05/2024	174.89
	DPW SHOP NEEDED A NEW PHONE			
	101-265.000-930.000	REPAIRS & MAINTENANCE: GENERAL		174.89
2401232006302549273				
47633	STICKERYOU	01/23/2024	02/05/2024	116.39
	CODE ENFORCEMENT STICKERS			
	101-701.000-740.000	SUPPLIES		116.39
INV237719217				
47613	ZOOM VIDEO COMMUNICATIONS, INC	01/24/2024	02/05/2024	29.98
	ZOOM			
	101-101.000-958.000	MISCELLANEOUS		29.98
Total Purchase Card Vendor: 10071 CARDMEMBER SERVICE				1,318.53
# of Invoices:	120	# Due:	113	Totals:
				111,961.86

of Credit Memos: 1 # Due: 1 Totals:

Net of Invoices and Credit Memos:

(1.89)

111,959.97

--- TOTALS BY FUND ---

101 - GENERAL FUND	48,815.67
202 - MAJOR STREET FUND	15,080.88
203 - LOCAL STREETS FUND	17,664.63
213 - SCHULTZ PARK LAUNCH RAMP	83.25
243 - BROWNFIELD REDEVELOPMENT AUTHORITY FUND	14,416.47
450 - WATER SEWER FUND	10,060.76
594 - DOUGLAS MARINA	2,317.54
660 - EQUIPMENT RENTAL FUND	3,520.77

--- TOTALS BY DEPT/ACTIVITY ---

000.000 -	15,886.47
101.000 - LEGISLATIVE	73.78
172.000 - MANAGER	90.29
215.000 - CLERK/TREASURER	3,870.71
257.000 - ASSESSING	715.00
262.000 - ELECTION	417.22
265.000 - BUILDING & GROUNDS	3,814.76
266.000 - ATTORNEY	8,262.50
301.000 - POLICE	7,011.39
463.000 - GENERAL STREETS & ROW	11,131.51
464.000 - GENERAL STREETS WINTER & ROW	25,124.02
536.000 - WATER SYSTEM	10,060.76
597.000 - POINT PLEASANT	287.54
597.001 - WADES BAYOU	430.00
597.002 - DOUGLAS HARBOR AUTHORITY	1,600.00
701.000 - PLANNING & ZONING	16,712.80
751.000 - PARKS & RECREATION	2,517.20
753.000 - LAUNCH RAMPS	83.25
802.000 - COMMUNITY PROMOTIONS	350.00
903.000 - EQUIP. REPAIRS & MAINTENANCE	3,520.77



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
 Payable Online At: tinyurl.com/PayItOnline

CITY COUNCIL ACTION: Approved Denied
POLICE DEPARTMENT: Approved Denied
DEPT. PUBLIC WORKS: Approved Denied

Fee: \$50

Received by:

Laura Council
1/25/24 2/5/24

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. Park reservation fee is \$50.

APPLICANT/ORGANIZATION INFORMATION

Applicant/Organization: Lakeshore Pet Boutique PH: 269-455-5873

Contact Name: Randy Walker PH: 847-209-0631

Street Address/P.O. Box: 10 W. Center St.

City/State/Zip Code: Douglas, MI 49406

E-mail: randy@lakeshorepetboutique.com

CONTACT PERSON ON DAY OF EVENT: Randy Walker PH: 847-209-0631

EVENT INFORMATION

Name of Event: Erin Go Bark People and Pet Parade

Event Date(s): March 9, 2024 Anticipated Number of Attendees: 50

Purpose of Event: To continue the annual tradition of celebrating St. Patrick's Day with people and pets.

Location of Event: Center St. from Spring St. into Beery Field

Event Start & End Hours: 11:30am-12pm (Line up @ 11:15)

Estimated Date/Time for Set-Up: 30 minutes

Estimated Date/Time for Clean-Up: 30 minutes

Estimated Number of Volunteers: 6

TENTS/CANOPIES/MISC:Will tents/canopies be installed? ☐ Yes ☒ NoIf 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.) Social Media, Posters**REQUIRED AUTHORIZING PERSONNEL SIGNATURES:**

If your event requires City services, please seek proper authorization. Applicable fees may apply depending upon the assistance required by the City.

DEPARTMENT OF PUBLIC WORKS:

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

☒ Trash Receptacles – Quantity 1-2 *On the Basketball Court*☒ Barricades – Quantity 8 *- or whatever DPW / PD recommend*☐ Traffic Cones – Quantity _____☐ No Parking Signs – Quantity _____☐ Fencing – Quantity _____☐ Electric☐ Water☐ Restroom Cleaning☒ Approved ☐ Denied☐ Approved with Conditions _____Authorized Personnel Signature Richy Z. ZietDate: 1/26/24**DOUGLAS POLICE DEPARTMENT:**Will this event require additional officers & equipment? ☒ Yes ☐ No

If yes, please describe & include times: _____

2 ADDITIONAL OFFICERS☐ Street Closure: (Use attached map to outline proposed closure)

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

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:

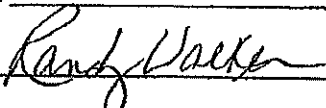
- A. Acts or omissions by the Applicant/Organization, its agents, employees, servants and Contractors in furtherance of the event, including, but not limited to, acts or omissions alleged to be in the nature of gross negligence or willful misconduct. The Applicant/Organization agrees to reimburse the 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.

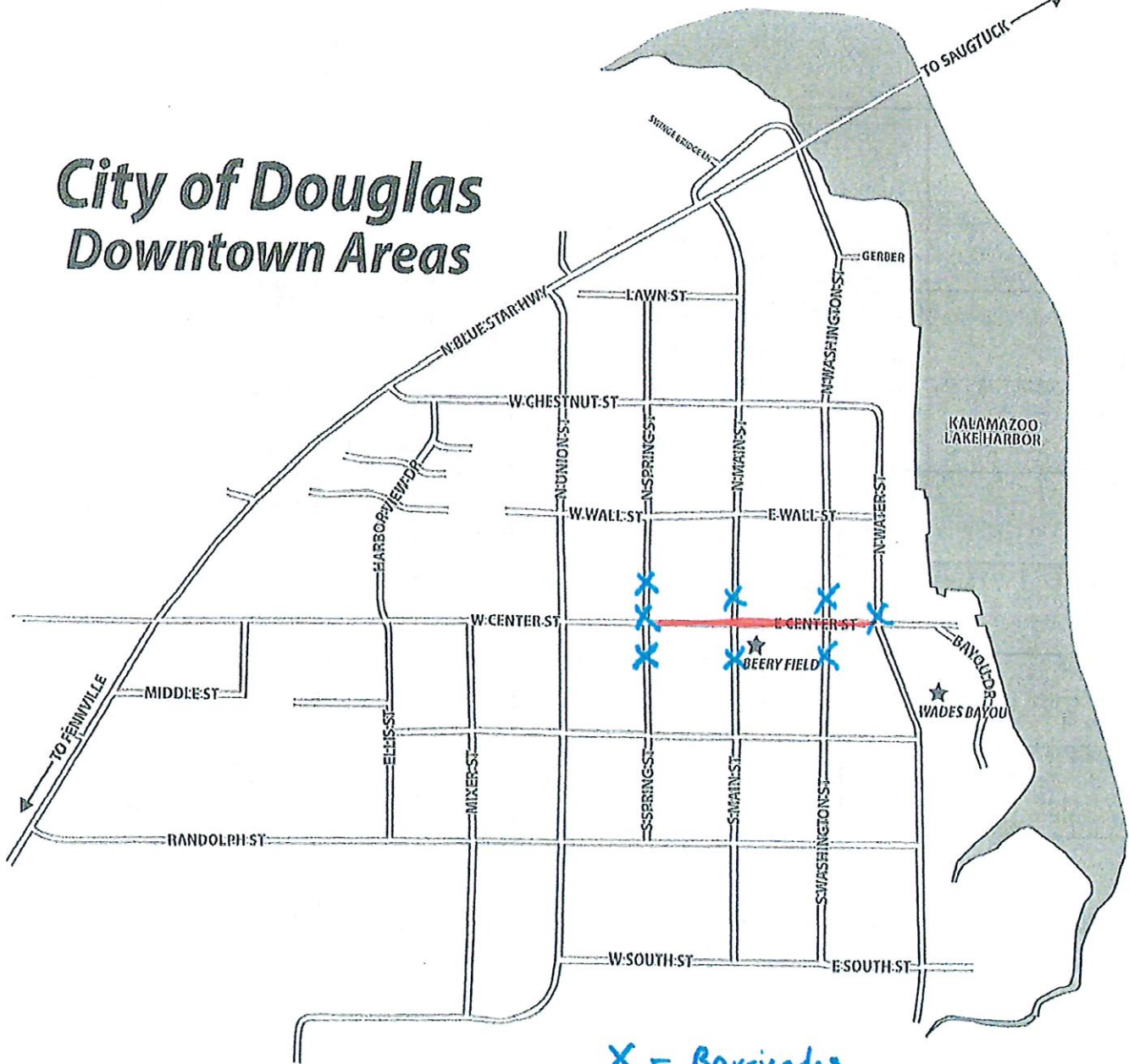
As the Applicant or duly authorized agent of the Organization, I hereby apply for approval of this special event and affirm the above understandings. The information provided on this application is true and complete to the best of my knowledge.

Printed Name of Applicant: Randy Walker Date: 1-25-24

Signature of Applicant:  Date: 1-25-24



City of Douglas Downtown Areas



X = Barricades

— = Street Closure

As we did last year, we would like to start in front of Reopite & into the basketball court at Beaver Field.

We defer to Chief Kent & DPW on barricades needed.

Thank you! :)



MEMORANDUM

REGULAR CITY COUNCIL MEETING

February 5, 2024, at 7:00 PM

TO: City Council

FROM: Lisa Nocerini, City Manager

SUBJECT: Root Beer Barrel Contract Addendum #1

The City was approached by Water Street Café, LLC to make some renovations at the Root Beer Barrel before the 2024 season starts. The proposed work will be to connect water and sewer lines to the interior of the Root Beer Barrel to connect to a sink basin. This will allow for ease of washing dishes etc.

The addendum to the Root Beer Barrel will clarify how the scope of work will be paid for. (see attached draft copy)

Sample Motion: I motion to approve the Root Beer Barrel contract Addendum #1 allowing payment of the renovations to be made with the 2024 annual \$10,000 payment from Water Street Café, LLC.



THE ROOT BEER BARREL CONTRACT ADDENDUM #1 2.5.24

The purpose of this addendum is to modify section: Article II. Contract Price and Payment. This addendum amends the Contract executed on 12-6-2023 between Water Street Café, LLC and the City of Douglas.

Article II, Contract Price and Payment shall now include the following:

With receipt of the 2024 annual \$10,000 payment the City of Douglas will install water and sewer lines to the interior of the Root Beer Barrel to connect to a sink basin.

All other terms and conditions of the original Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor have executed this addendum in Allegan County, Michigan, as of the date first listed above.

CONTRACTOR

Todd Martinson, Water Street Café, LLC	Date
Printed Name & Title	

CITY OF THE VILLAGE OF DOUGLAS

Cathy North, Mayor	Date
Laura Kasper, City Clerk	Date



MEMORANDUM

REGULAR CITY COUNCIL MEETING

February 5, 2024, at 7:00 PM

TO: City Council

FROM: Lisa Nocerini, City Manager

SUBJECT: Root Beer Barrel Donation

The current lessee for the Root Beer Barrel, 505 Water Street Café, LLC, would like to renovate the electric at the Root Beer Barrel at their own expense as well as create additional parking. The City will consider this as a donation to the Root Beer Barrel and has developed an agreement. See attached.

Sample Motion: Approval to accept the 505 Water Street Café, LLC donation to renovate the electrical work at the Root Beer Barrel and create additional parking.

February 5, 2024

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

To the City of the Village of Douglas,

As current Lessees of the Root Beer Barrel, we, 505 Water Street Café, LLC are donating \$6,650 for the renovated electrical work to the City of Douglas. 505 Water Street Café, LLC will seek a contractor and pay for the following scope of work:

- Provide and install new 24 space 100 AMP sub panel inside the barrel
- Provide and install surface mount conduit from new exterior panel to all power locations inside the barrel
- Provide and install new branch circuits from all items/equipment
- Trench and bury PVC conduit power line from exterior pole mounted service to barrel for new electrical panel
- Trench and bury PVC conduit from exterior pole mounted service to bathroom area
- All trenching/digging/backfilling to barrel and bath area
- Concrete cutting and under concrete boring to coincide with water/sewer work

505 Water Street Café, LLC is also donating \$3,000 for additional parking spaces along Ferry Street. This scope of work is to install additional gravel and signage for approximately 13 additional spaces.

All work will be done in collaboration with the Department of Public Works.

If the City of the Village of Douglas is in agreement with this donation, please indicate your approval by signing below and returning a signed copy to 505 Water Street Café, LLC.

IF you should have any questions, please do not hesitate to contact us.

Regards,

Todd Martinson, 505 Water Street Café, LLC

Date

Lisa Nocerini, City Manager for the City of the Village of Douglas

Date



MEMORANDUM

To: City of the Village of Douglas City Council

From: Lisa Nocerini, City Manager

Date: February 5, 2024

RE: ABM Presentation: 415 Wiley Road Project

In 2020, the City of the Village of Douglas issued a Request for Qualifications to solicit qualified professional firms capable of inventorying, evaluating, assessing, and/or improving the City's Municipal facilities.

At the November 11, 2020, City Council meeting, the council voted to authorize ABM Building Solutions, LLC, of Troy, Michigan, to complete an investment grade audit of city facilities.

Under this agenda item, ABM will be presenting their proposal for the 415 Wiley property build out to include City Hall and Douglas Police Department Operations. The presentation will include a process review, Wiley Building current conditions, future-proofing Douglas, and next steps.

It is important to note that while the Department of Public Works offices are still being included in the project scope, however, the outer buildings in the original plan are not included in what the council will be asked to approve later in the agenda.

No motion required for this presentation.



MEMORANDUM

To: City of the Village of Douglas City Council

From: Lisa Nocerini, City Manager

Date: February 5, 2024

RE: Resolution:415 Wiley Road Property

In 2020, the City of the Village of Douglas issued a Request for Qualifications to solicit qualified professional firms capable of inventorying, evaluating, assessing, and/or improving the City's Municipal facilities.

At the November 11, 2020, City Council meeting, the council voted to authorize ABM Building Solutions, LLC, of Troy, Michigan, to complete an investment grade audit of city facilities.

ABM has provided the City with a plan to rehab the building at 415 Wiley with the goal to relocate City Hall and Douglas Police Department operations, and created specs to also move the Douglas Department of Public Works to the location. The Public Works project has been placed on hold due to cost constraints. The project as presented only focuses on City Hall, Douglas Police Department, and Department of Public Works office space (not the outer buildings in the original plan).

Motion: To approve a resolution authorizing the selection of ABM Facility Support Services, LLC for the implementation of a design build project, contingent upon the determination of funding sources, procurement process and financing.

Resolution

A RESOLUTION AUTHORIZING THE SELECTION OF ABM FACILITY SUPPORT SERVICES, LLC FOR THE IMPLEMENTATION OF A DESIGN BUILD PROJECT CONTINGENT UPON THE DETERMINATION OF FUNDING SOURCES, PROCUREMENT PROCESS AND FINANCING.

WHEREAS, The City of the Village of Douglas (“City”), approves the selection of ABM Facility Support Services, LLC to implement a project to address the infrastructure needs of the City’s facilities at a total value \$7,799,237; and

WHEREAS the City is authorized under the laws of the Commonwealth of Michigan (the “State”), to enter into financing agreements for the construction of capital improvements to City facilities (the “Project”); and

WHEREAS the City Council finds that it is in the best interests of the City to proceed forward with the Project; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE City of the Village of Douglas, as follows:

The Council does hereby award a design and build agreement with ABM Facility Support Services, LLC (the “Agreement”) contingent upon a determination on the funding sources, and financing for the Project.

The City Manager and Legal Counsel are authorized to investigate and finalize the funding sources, and financing for the Project.

Upon finalization of the funding sources, and financing for the Project, the City Mayor, for and on behalf of the City, is hereby authorized to execute and deliver the Agreement reflecting the scope selected by the City Manager, with review from Legal Counsel, and all related agreements, if applicable, and such other documents and instruments attached thereto or required thereby, and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Resolution. Final agreement to be executed by the City Mayor.

The City Mayor, for and on behalf of the City, is authorized to execute the agreement, and financing agreement.

The City Mayor will issue a Notice to Proceed upon determination of the funding sources to ABM for the full amount of the Project value of \$7,799,237, so that equipment can be ordered immediately.

This Resolution shall take effect and be enforced from and after its adoption.

CERTIFICATE

I, THE UNDERSIGNED, Mayor of The City of the Village of Douglas, hereby certify that the foregoing is a true, correct compared copy of a Resolution adopted by the City Council on the fifth day of February 2024.

IN WITNESS THEREOF, I have hereunto set my hand and seal this fifth day of February 2024.

The City of The Village of Douglas
Cathy North, Mayor

ABM BUILDING SOLUTIONS, LLC		Bundled Energy Solutions Agreement	
Proposal Date	Proposal	Agreement Number	
January 29, 2024	85132249	85132249	
BY AND BETWEEN			
ABM BUILDING SOLUTIONS, LLC 1775 Crooks Road; Suite B Troy, MI 48084		AND City of the Village of Douglas 86 W. Center ST, Douglas, MI 49406-0757	
Hereinafter: Contractor		Hereinafter: Customer	
<p>PROJECT DESCRIPTION Customer wishes for Contractor to perform the project (the "Project") consisting of the implementation scope of work described in Exhibit B (the "Work" or "Scope of Work"). Customer also wished for Contractor to perform the ongoing services described in Exhibits G and I. The Project portion of this Agreement (the "Implementation Phase") will be substantially complete and ready for Customer's beneficial use within 12 months of issuance of a Notice to Proceed unless the date is extended pursuant to the terms of this Agreement or mutual agreement of the Parties. This Agreement shall become the valid obligations of both Contractor and Customer and Contractor shall proceed as if Notice to Proceed was issued on the 30th day following Customer's execution of this Agreement.</p> <p>The following Exhibits and Attachments are incorporated into this Agreement in their entirety:</p> <ol style="list-style-type: none"> 1. Exhibit A – General Terms and Conditions 2. Exhibit B – Scope of Work 3. Exhibit C – General Notes 4. Exhibit D – Reserved 5. Exhibit E – Financial Terms and Conditions 6. Exhibit F – Press Release Authorization 7. Exhibit G – Reserved 8. Exhibit H – Delivery and Acceptance Certificate 9. Exhibit I – On-Going Services 10. Exhibit J – Prevailing Wage Schedule 11. Exhibit K – Change Order 			

This Agreement is proprietary property of Contractor and is provided for Customer's use only, subject to the requirements of any applicable Open Records Acts. Customer shall notify Contractor of any request under applicable open records law and permit Contractor an opportunity to redact and/or respond. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. The Agreement will become only after acceptance by Customer and approval by an officer of Contractor as evidenced by their signatures below. This Agreement, including all Exhibits and Attachments hereto, (the "Contract Documents") sets forth all the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.

ABM BUILDING SOLUTIONS, LLC	City of the Village of Douglas
Signature (Authorized Representative)	Signature (Authorized Representative)
NAME Richard Phelps TITLE Regional Vice President	NAME Cathy North TITLE Mayor
Date	Date

Exhibit A

General Terms and Conditions

The term "Contractor" shall mean and include the ABM entity from Page One.

The term "Customer" shall mean and include City of the Village of Douglas, MI

The term "Agreement" shall mean this Agreement, including all Contract Documents.

1. **Warranty.** Contractor warrants that the materials and workmanship provided by the Contractor under this Agreement will be free from defects for a period of 12 months after Customer's acceptance or beneficial use of the systems or any portion thereof, whichever is earlier, provided that the Contractor is given prompt written notice of the defect. In addition, if any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Contractor agrees to act on behalf of the Customer for purposes of processing any warranty claims against applicable manufacturers. Such obligation includes only administrative processing and not enforcement. Contractor agrees to respond to emergency warranty claims of Customer within 24 hours of call from Customer. Customer shall permit only Contractor's personnel or manufacturer's agent to perform the warranty work unless expressly authorized herein. If Contractor responds to a warranty call made at Customer's request and inspection indicates a condition which is not covered under this Agreement, Contractor may charge Customer at the hourly rate for such services. EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED HEREIN, NO OTHER WARRANTIES, EXPRESS OR IMPLIED UNDER LAW, ARE PROVIDED, INCLUDING NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED. Customer expressly assumes the risk of, and agrees to hold Contractor harmless from, damage or liability that results from Customer's selection of lighting equipment, whether lights, bulbs, ballasts, or otherwise, that are incompatible with the system installed under this Agreement.

2. **Equipment Quality.** Equipment that is to be installed shall maintain a high standard of quality. The Customer shall review all product and manufacturer cut sheets on new equipment that is to be installed. The following shall be a minimum standard of equipment:

Boilers – Lochinvar or equivalent
 Air Handlers/VAV Boxes – York or equivalent
 Unit Heaters – Reznor or equivalent
 Exhaust Fans – Greenheck or equivalent
 HVAC Controls – Pelican or equivalent
 Elevator – Savaria or equivalent

3. **Performance Bond.** Contractor shall provide a Performance Bond and Payment Bond in the full amount of the contract price for the implementation Work price as shown on Exhibit E-1. The costs for said bonds shall be included in the contract price. The Payment and performance Bonds shall be issued by a surety company authorized to do business in the State of the Project, having a financial strength rating by A.M.

Best Company of "A –" or better and shall be delivered to Customer prior to Contractor ordering any materials or requesting any payment under the terms of this contract.

4. **Access to Site.** – Customer shall permit Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to perform the Work. All Work under this Agreement will be performed during the Contractor's normal working hours; except that no Work will interfere with Customer's normal business activities.
5. **Prevailing Wages.** The prevailing wage determination, if applicable, has been provided by the Customer and is attached as Exhibit J.
6. **Schedule of Work.** Contractor and Customer agree that all Work required for the Project, including that of all other contractors and subcontractors for the Customer, if applicable, shall be performed in accordance with a schedule of construction activities prepared by Contractor in advance of their commencement. Contractor shall provide a detailed schedule of its activities, their relationship to other activities, and their access requirements and durations, and Contractor agrees to perform such activities with as little disruption to Customer's normal operation as possible. The schedule shall be based upon commencement and completion dates stated in this Agreement. Contractor shall be entitled to an equitable extension of contract time in the event of an Excusable Delay. Contractor shall be entitled to an equitable adjustment of the contract time and Contract Price in the event of a Compensable delay.
7. **Compensable Delay.** Any delay beyond the control and without the fault or negligence of the Contractor resulting from Owner-caused changes in the Work, differing site conditions, suspensions of the Work, or other delays caused by the action or inaction of Owner or others under its control.
8. **Excusable Delay.** Any delay caused by governmental action, or lack thereof; shortages or unavailability of materials; labor disputes (including, but not limited to, strikes, slowdowns, job actions, picketing and/or secondary boycotts); fire or other casualty; delays in transportation; acts of God; directives or requests by any governmental entity, authority, agency or department; any court or administrative orders or regulations; adjustments of insurance; acts of declared or undeclared war, acts of terrorism, public disorder, riot or civil commotion; or by anything else beyond the reasonable control of Customer.
9. **Concealed or Unknown Conditions.** If concealed or unknown physical conditions are encountered at the site that differ from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contractor shall be entitled to an equitable adjustment in the contract price and contract time to account for any additional costs or time required for completion.
10. **Amendments.** Any alteration to, or deviation from, this Agreement involving extra work, cost of materials, or labor will become an extra charge (fixed price amount to be negotiated, or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
11. **Building Structure.** Contractor will not be required to move, replace, or alter any part of the building structure in the performance of this Agreement except as specifically provided for herein.
12. **Safety Data Sheets.** Customer shall make available to Contractor's personnel all pertinent Safety Data Sheets (SDS) pursuant to OSHA's Hazard Communication Standard Regulations.

13. **Notice to Proceed.** The date of the commencement of the Work shall be fixed in a notice to proceed. No Work shall be commenced until Customer issues such notices to proceed, which may be done in stages authorizing the commencement of certain Work at various times.
14. **Independent Contractor.** The Contractor undertakes performance of the services and the Work as an independent contractor. Nothing herein shall create a relationship of employer and employee, joint venture, or partnership between the Customer and the Contractor, its agents, representatives, employees, consultants, the Customer or any subcontractor, for any purpose whatsoever. Nothing herein shall create a relationship of principal and agent between the Customer and the Contractor, its agents, employees, representatives, consultants, Customer, or subcontractor. Neither party shall have the authority to bind or obligate the other as a result of the relationship created hereby. As an independent contractor, the Contractor: (a) shall provide supervision of the Contractor's agents, employees, and consultants; and (b) agrees to perform all of the Contractor's obligations under this Agreement in accordance with the Contractor's own methods subject to compliance with this Contract. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portion of the Work under the Contract. Any direction or instruction by the Customer or any of the Customer's authorized representatives shall be considered to have been given exclusively as evidence of the Customer's desire to obtain certain results from the Work and shall in no way affect the Contractor's status as an independent contractor.
15. **Hazardous Materials.** Asbestos Containing-Materials and Other Hazardous Materials: Contractor's obligation under this Agreement does not include the identification, abatement or removal of any asbestos products or other hazardous substances, with the sole exception of disposal of light bulbs and ballasts required to be removed as part of a lighting retrofit. In the event such products or substances are encountered, Contractor's sole obligation will be to notify the Customer of the existence of such products and materials. Contractor shall have the right thereafter to suspend its Work until such products and materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
16. **Environmental Indemnity:** Notwithstanding any other provision of the Contract, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Contractor and Contractor's subcontractors, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, and assigns and successors, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from the Owner's use, or the storage, release, discharge, handling or presence of ACM, mold (actual or alleged and regardless of the cause of such condition) or Non-Contractor Hazardous Materials on, under or about the facility, or the noncompliance with this section titled, "Asbestos Containing-Materials and Other Hazardous Materials."

17. **Insurance.** Contractor shall maintain the following insurance: 1) Commercial General Liability insurance with limits for bodily injury and property damage of not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate; 2) Commercial Automobile Liability insurance with limits of liability for bodily injury and property damage of not less than \$5,000,000 combined single limit; 3) Workers' Compensation insurance with statutory limits and with an employer's liability limit of at least \$1,000,000 and 4) Excess liability limits of \$5,000,000 on above coverages. Contractor has the right to be self-insured where permitted by state law or to provide such coverage subject to a deductible or self-insured retention. Commercial General Liability and Automobile Liability policies shall apply on a primary and noncontributory basis and Customer shall be included as an additional insured under the General Liability and Automobile Liability policies, but only to the extent Customer is indemnified herein. Contractor, Customer and their insurers shall waive all rights of subrogation against one another for property damage claims. Upon request, Contractor will provide Customer with a certificate of insurance describing the coverage provided in accordance with these provisions and 30-day advance notice of cancellation/non-renewal will be provided.

18. **Indemnification.** Contractor agrees to indemnify, defend, and hold harmless Customer from and against any and all third-party claims, losses, or liabilities for personal injuries or property damages, as well as costs and expenses incurred in the defense thereof (including reasonable attorney's fees), to the extent caused by Contractor's negligence, willful misconduct or other fault of Contractor in the performance of the Work under this Agreement.

Customer agrees to indemnify, defend, and hold harmless Contractor from and against any and all third party claims, losses, or liabilities for personal injuries or property damages, as well as costs and expenses incurred in the defense thereof (including reasonable attorney's fees), to the extent caused by Customer's negligence, willful misconduct, or other fault; provided, however, that no language, agreements or covenants contained herein shall be deemed to waive any available defenses of official immunity or sovereign immunity of the customer, its agents, elected and appointed officials, employees, together with their heirs and assigns which are specifically preserved.

19. **LIMITATION OF LIABILITY.** EXCEPT TO THE EXTENT OF A PARTY'S INDEMNITY OBLIGATIONS FOR THIRD PARTY CLAIMS AND PAYMENT DISPUTES, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS AGREEMENT OR ANY WORK PERFORMED OR TO BE PERFORMED HEREUNDER. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT EXCEED THE FEES OWED BY THE CUSTOMER UNDER THIS AGREEMENT.

20. **Force Majeure.** Contractor shall not be liable for any delay, loss, damage or detention caused by acts of God or public enemy; compliance with any order, decree, or request of any government authority; acts of declared or undeclared war; sabotage; fire; floods; adverse weather conditions; explosions; accidents; riots; strikes; labor disputes; pandemic; inability to obtain necessary materials or equipment from normal sources of supply to the extent such liability is unforeseeable; or any other cause not within the reasonable control of the Contractor.

21. **Air Quality.** Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of Customer's facility, including without limitation injury or illness to occupants of the facility or third parties, except to the extent of Contractor's adjudicated negligent acts or omissions or willful misconduct. However, nothing contained in the previous sentence shall be construed to affect any specific representation or responsibility of the contractor in regard to the indoor air quality or improvement thereto regarding any facility of the Customer as specifically set forth in this agreement and any attachments or exhibits hereto.
22. **Payment & Completion.** Implementation Phase: During the period beginning on the date of execution of this Agreement and continuing through the Date of Substantial Completion, Customer will make monthly progress payments to Contractor in the amounts shown in Exhibit E-1. Customer shall (within five (5) days of receipt) execute and deliver to Contractor completed forms H-1 (Exhibit H-1) upon substantial completion by Contractor of each portion of the Work identified in Exhibit B. A Final Delivery and Acceptance Certificate (Exhibit H-2) shall be executed by Customer upon final completion of all the Work ("Final Acceptance"). Customer shall not unreasonably withhold or delay the execution of any Delivery and Acceptance Certificate, which shall be deemed approved by Contractor if Customer has not taken action with respect to any Certificate within ten (10) days of its receipt thereof. For the purposes of this Agreement the term "Substantial Completion" (also referred to as "Beneficial Use") shall mean that the subject portion of the Work has been demonstrated by Contractor to be operating in a manner consistent with its manufacturer's intended use. For the purposes of this Agreement, the terms "Final Completion" or "Final Acceptance" shall mean that Contractor has fulfilled all of its implementation obligations under this Agreement. This shall include the completion of all punch list items and the submission of all required documentation.

Thirty (30) days after the date of an invoice on account of work done by Contractor, Customer shall pay Contractor 100% of the value of Contractor's work invoiced for that month. .

All invoices shall be due within 30 days from receipt. Amounts not paid to Contractor on or before the due dates specified in this Section 22 above will accrue interest at the rate of the prime interest rate plus four (4) percent for the number of days following the due date until such time as such amount due has been paid in full.

The services provided for hereunder may overlap one another. In that regard, the payments to be made by Customer to Contractor with respect to one or more services shall be in addition to one another.

23. **Ownership of Work.** Ownership of and title to the Work will automatically transfer to the Customer upon both: (a) the delivery of each such Delivery and Acceptance Certificate by Customer to Contractor indicating Substantial Completion, the execution and delivery of which shall not be unreasonably withheld or delayed, and (b) completion of all Customer's payment obligations to Contractor, excluding payment obligations related to maintenance or other annual services hereunder. The Customer shall bear all risk of loss to the Work upon Substantial Completion.

Subject and subordinate to the rights of any financing for the Work, Contractor under this Agreement shall be entitled to all rights, benefits and remedies afforded a secured party under law with respect to the equipment installed pursuant to this Agreement, including but not limited to those under the Uniform Commercial Code, as adopted in the state where the project is located or any other applicable state ("Code"). Contractor shall retain such security interest in the ECMs, pursuant to this Agreement, for equipment installed hereunder until Customer shall have accepted the same and title has transferred to Customer. If requested by ABM in connection therewith, Customer agrees to provide to Contractor appropriate financing statements and other documents necessary in order for Contractor and/or any bank, lender or financial institution to which Contractor has assigned any interest in this Agreement, to perfect said subordinate security interest in the ECMs.

24. **Termination.**

Customer:

(a) **Prior to Final Acceptance.** Customer may terminate this Agreement if the Contractor commits a material breach of any obligation hereunder which is not remedied within thirty (30) days of written notice specifying such breach.

(b)

Contractor:

Contractor shall have the right to terminate this Agreement upon 1) a material breach by Customer (including a failure to pay any amounts owed) of this Agreement which remains uncured following thirty (30) days written notice or 2) if Customer's Premises is condemned or destroyed, in whole or in part and not promptly repaired or replaced in full or 3) upon thirty (30) days prior written notice.

25. **Dispute Resolution.** Any controversy, claim, counterclaim, or dispute between the parties (or their affiliates) arising out of or relating to this Agreement or the subject matter hereof (including, without limitation, any questions concerning the scope and applicability of this paragraph) shall be attempted to be resolved by mediation. If the mediation fails to resolve the controversy, it shall be finally settled by arbitration held in Atlanta, Georgia with one arbitrator in accordance with the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association (or any successor to the functions thereof). The arbitrator shall apply the substantive laws of the state in which the project is located. Any decision or award of the arbitrator shall be final, binding and conclusive on the parties to this Agreement.

The parties agree that any action to compel arbitration pursuant to this Agreement, to confirm any decision or award of the arbitrator, or to enforce any other remedies which may be necessary to effectuate such decision or award, may be brought in any court of competent jurisdiction and in connection with such action to compel the laws of that state (or, as applicable, the Federal Arbitration Act) shall control. The parties hereto hereby consent to the jurisdiction of the arbitrator and of such courts and waive any objection to the jurisdiction or venue of such arbitrator and courts.

26. Rebates and Credits.

- a. Generally: If applicable, any tax benefits, rebates or deductibles such as, but not limited to, those under section 179D of the Internal Revenue Code regarding the Energy Policy Act of 2005 are assigned to Contractor as part of this Agreement. Customer will use commercially reasonable efforts to assist with executing any necessary documents for Contractor to obtain such benefits.
- b. **Carbon Credits.** With regard to Carbon Credits the Customer:
 - i. acknowledges that the carbon credits generated by, arising from or otherwise created in connection with the Work (the "**Carbon Credits**") have been considered in assessing the economic feasibility of the Customer undertaking the Work and Contractor entering into this Agreement, including, without limitation, the impact of the potential: (i) asset value of the Carbon Credits; and/or (ii) revenue generated from any sale of Carbon Credits by Contractor;
 - ii. agrees that: (i) Contractor (or its assignees or transferees) shall have sole and exclusive right, title and interest in and to all Carbon Credits; and (ii) the Customer shall not: (A) sell, assign, transfer or otherwise dispose of any Carbon Credits, except in the course of transferring such Carbon Credits to Contractor (or its assignees); (B) acquire any right in the Carbon Credits; or (C) create (directly or indirectly), incur or permit to exist any lien on or with respect to the Carbon Credits or any portion thereof;
 - iii. acknowledges that the Carbon Credits are of substantial value to Contractor and should any Carbon Credits be encumbered, assigned, sold or otherwise transferred without the written consent of the Contractor, then Contractor would be prevented from realizing the full economic value of this Agreement and may be irreparably harmed;
 - iv. agrees that the Contractor may sell, assign or otherwise transfer any Carbon Credits in its sole and absolute discretion; and
 - v. undertakes to obtain (in writing) from each current and future financier, all relevant governmental authorities and each other counterparty to any contract entered into (whether now or in the future) by the Customer in connection with the Project (each a "**Project Participant**");
 - vi. an acknowledgment that Carbon Credits have been considered in assessing the economic feasibility of the Customer undertaking the Project, including, without limitation, the impact of the potential: (i) asset value of the Carbon Credits; and/or (ii) revenue generated from any sale of Carbon Credits by the Customer;
 - vii. an acknowledgment that the Carbon Credits are of substantial value to the Customer and should any Carbon Credits be encumbered, conveyed, assigned, sold or otherwise transferred without the written consent of the Customer, the Customer would be prevented from realizing the full economic value of the Project and may be irreparably harmed;

- viii. an agreement that the Customer may sell, assign or otherwise transfer any Carbon Credits in its sole and absolute discretion; and
- ix. an agreement that the Customer (or its assignees or transferees) shall have sole and exclusive right, title and interest in and to all Carbon Credits, and the financier, governmental authority or Project Participant (as applicable) will not acquire any right in or assert any lien against the Carbon Credits and provide evidence of the same to Contractor.

27. **Reserved.**

28. **Confidentiality.** (a) As used herein, "Confidential Information" means all information, including this Agreement, that is furnished by a Discloser, its affiliates or subsidiaries, including, but not limited to: business agreements, business secrets, business information, business plans, financial and pricing information, business practices, financial statements and reports, project specifications, projections, schematics and drawings, trade secrets, processes, materials, customer lists, supplier lists, sales volume, territories, markets, current, future or potential acquisitions, technical, production, operational, marketing or sales information or any and all other financial, business, organizational and technological information related to the Discloser's business and/or organization, whether or not such information is specifically marked "Confidential" or other similar legend. "Confidential Information" shall include all writings, notes, memoranda, media made by the Discloser or its employees, agents or servants with respect to such Confidential Information. Notwithstanding the foregoing, the following will not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or its Representatives, or (b) information that becomes available on a non-confidential basis from a source other than a party to this Agreement and if Recipient has no reason to believe such source was subject to any prohibition against transmitting such information.

(b) Recipient shall use the Confidential Information solely in connection with the Agreement and the Recipient shall not disclose the Confidential Information to any person other than directors, officers, employees, lenders, counsel, representatives, or affiliates of Recipient, if any (collectively, "Representatives"), who need to know the Confidential Information in connection with the Agreement. It is understood that (i) such Representatives shall be informed by the Recipient of the confidential nature of the Confidential Information and the requirement that it not be used other than for the purposes described above, (ii) such Representatives shall be required to agree to and be bound by the terms of this Agreement with respect to the confidentiality of such Confidential Information as a condition of receiving the Confidential Information and (iii) in any event, the Recipient shall be responsible for any breach of this Agreement by any of its Representatives. The Confidential Information shall be safeguarded from unauthorized disclosure and shall not be used in any manner by any party except as may be necessary for the purposes set forth herein. The term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company, partnership, individual or other entity.

(c) If the Recipient or its Representatives are requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, the Recipient will promptly notify Discloser of such request or requirement so that Discloser may seek an appropriate protective order or waiver in compliance with the provisions of this Agreement.

If, in the absence of a protective order or the receipt of a waiver hereunder, the Recipient or its Representatives are, in the written opinion of counsel, compelled to disclose the Confidential Information or else stand liable for contempt or suffer other censure or significant penalty, the Recipient may disclose only such of the Confidential Information to the party compelling disclosure as is required by law.

(d) The obligations under this Section will survive any termination or expiration of this Agreement indefinitely.

29. **No Partnership.** Nothing in this Agreement shall (i) be deemed to constitute a partnership in law between the parties, (ii) constitute any party the agent of the other for any purpose or (iii) entitle any party to commit or bind the other (or any member of its respective group) in any manner.
30. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
31. **Entire Agreement and Disclaimer of Reliance.** This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter in this agreement terminated and canceled in their entirety and are of no further force or effect. The parties represent that they have not relied on any promise, representation, or warranty, express or implied, not contained in this Agreement, and any such reliance is hereby disclaimed.
32. **No Third-Party Rights.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.
33. **Legal Capacity.** Each of the parties and signatories to this Agreement has the full right, power, legal capacity and authority to enter into and perform the party's respective obligations under this Agreement, and no approvals or consents of any other person are necessary in connection with that authority.

34. **Successors and Assigns.** All of the terms and provisions contained in this Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, legal representatives, successors and assigns. No party may assign, transfer, or novate any of its rights and obligations either in whole or in part to any other person or entity without the written consent of the other.
35. **Further Assurances.** Each of the parties to this Agreement shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations under this Agreement to carry out the intent of the parties to this Agreement.
36. **Attorney's Fees.** Should any party engage an attorney or institute any action or proceeding at law or in equity, or in connection with an arbitration, to enforce any provision of this Agreement, including an action for declaratory relief, or for damages by reason of an alleged breach of any provision of this Agreement, or otherwise in connection with this Agreement, or any provision of this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable and necessary attorney fees and costs for services rendered to the prevailing party in that action or proceeding.
37. **Choice of Law/Disputes.** This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the state in which the project is located without regard to principles of conflicts of laws.
38. **Independent Counsel.** All of the parties warrant and represent that they have been advised that they should be represented by counsel of their own choosing in the preparation and analysis of this Agreement; that they have been represented by independent counsel or have had the opportunity to be represented by independent counsel; and that they have read this Agreement with care and believe that they are fully aware of and understand its contents and its legal effect.
39. **ABM not a Municipal Advisor.** The Customer acknowledges and agrees that ABM has not acted as a municipal financial advisor to the Customer and that the Customer has not relied on ABM for any matters relating to the financing of the Project, including issuance of any bonds.
40. **Notices.** All notices and other communication under this Agreement (other than regularly scheduled payments) shall be deemed properly given upon receipt if delivered in person or sent by E-Mail with regular mail follow-up or sent by overnight delivery service or sent by registered mail, return receipt requested and postage prepaid, addressed as follows:

To: Customer

City of the Village of Douglas
86 W. Center ST,
PO Box 757
Douglas, MI 49406-0757
Attention: Cathy North

To ABM BUILDING SOLUTIONS, LLC:

1775 Crooks Road

Troy, MI 48084

Attention: Richard Phelps

With a copy to: legalnotice@abm.com

Either Party may change such address from time to time by written notice to the other Party.

41. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Contractor and the Customer and supersedes all prior negotiations, written instrument signed by the party charged to be bound thereby. This Agreement may only be amended in a writing signed by the parties.
42. **Publicity.** Customer by executing Exhibit F hereby grants Contractor the right to name the Customer in Contractor marketing materials, including but not limited to, advertisements, press releases and promotions.

Exhibit B
Scope of Work

Infrastructure Solutions Project for City of the Village of Douglas

Facility	Square Feet
City Hall	15,495



TECHNICAL CATEGORIES

The following are the improvements that will be made for City of the Village of Douglas:

TC – 21.1 – Build-out/Addition of Wiley Building

City Hall

415 Wiley Road

TC – 21.1 Build-out/Addition of Wiley Building

Scopes of Work

The buildout and expansion of the 415 Wiley Road building will be done per the set of 50% design drawings titled *City Hall/Police/DPW Interior Build-Out and Addition* dated February 2, 2021, and will include the changes to the basement and first floor plans as per updated Sheet A1 dated November 3, 2023.

A summary of the scope of work for the build-out and addition is listed below.

General Construction

Contractor will perform, furnish, and install the following:

Civil Engineering

- Perform site related due diligence associated with zoning requirements, utility service, access, grading, drainage, permit requirements and project approval process and timeline.
 - Develop conceptual site plan in accordance with current zoning requirements and restrictions and based on the sketch provided.
 - Coordinate layout and design standards with Owner
- Site Plan Approval, Construction Documents, and Permitting
 - Prepare drawings, details, and sheet specifications for use in construction and obtaining site construction related permits and approvals (Existing Conditions/Site Removals Plan, Site Layout Plan, Site Utility Plan, Site Grading & Erosion Control Plan, Site Details
- Operate as primary point of contact for all related permit applications during the review/approval process.
- Complete permit applications and assemble permit packages for owner/rep signatures.
- Administer and monitor permit review process.
- Includes up to one meeting with the city for site planning.
- Revise plans to address reasonable reviewing agency comments.
- Testing for concrete.

Civil Work for Police Garage addition

- Clearing and Grubbing
- Soil Erosion/Soil Control
- Topsoil Stripping
- Sand Fill to Balance Site
- Site Grading
- Gravel Base
- Respread Topsoil
- Relocation of water and fire protection main to new location in fire sprinkler room.

Demolition

- Saw cut three sections of elevated floor slab for new elevator shaft openings.
- Shoring included.
- Demolition of block walls.
- Removal of raised concrete pads.
- Disposal of materials.

Asphalt

- Fill existing cracks, seal and re-stripe parking lot.
- New asphalt to tie existing driveway to new Police Garage Addition.
- Seeding for disturbed areas around new Police Garage

Concrete

- Sidewalk, curb, gutter, and entrance/exit for new Police Addition
- Foundation, footings, and flatwork for new Police Garage Addition
- Reinforcing as required
- Includes the work for the elevator pit.
- Concrete cutting and pour back for plumbing lines in basement.
- Concrete pads for exterior HVAC condensing units and generator.

Masonry

- Police garage addition to be constructed with standard 8" cmu with vertical reinforcement 48" o.c.
- Bond beam for top of Police Garage addition walls with anchor bolts 4' o.c.
- Masonry lintels over overhead doors
- Therma barrier flashing with stainless metal drip edge, weep vents
- Brick veneer to match existing to the extent possible.
- Tooth and infill existing window opening at north elevation.
- Steel lintels for brick veneer door openings.
- Wash when complete.
- Vestibule columns.
- Block with cultured stone and brick veneer, precast cap top of stone
- New walls and infills in basement.
- Cut and tooth doors in basement.
- Crawl space wall, 3'- 4" tall
- Add an interior elevator shaft.
- Vertical reinforcement 48" o.c.
- 4 bond beam courses in elevator construction

Structural Steel

- Tube and Pipe columns, prime painted.
- Wide flange and Tube beams
- Anchor bolts, Misc. Structural metals, and hardware
- Steel erection
- Lintels for brick veneer openings.

Miscellaneous Steel

- Provide and install wall-mounted rails at existing stairs.
- Metal pit ladder
- Provide and install Bollards

General Trades

- Provide and install doors, frames, and hardware.
- Provide and install blocking
- Provide and install bathroom accessories.
- Provide and install wall-mount fire extinguishers
- Remove and dispose of hollow metal doors and frames per demolition drawings
- Remove and dispose of windows per demotion drawings
- Remove interior walls per demotion drawings
- Remove and dispose of temporary wood framed floor per demolition drawings
- Remove and dispose of steel steps
- Provide and install LVL Beams above crawlspace
- Provide and install vertical support knee wall in crawlspace
- Provide and install sheeting for floor above crawlspace
- Provide and install wall framing
- Provide and install clips and ties
- Provide and install wood/hollow metal doors, frames, and hardware
- Provide and install blocking for cabinets and accessories
- Provide and install toilet accessories
- Provide and install miscellaneous accessories
- Provide and install wood windowsills
- Provide and install laminate-coated cabinets and P-Lam countertops
- Provide and install chain link fencing in the basement.as shown in the drawings
- Provide and Install lockers and restroom partitions

Rough Carpentry

- Hardware, hold downs, and accessories.
- Exterior sheathing
- Trusses
- Loose lumber for walls
- Floor system
- Blocking Millwork
- Custom Millwork in council chamber (quoted without a detail)
- Millwork per details found on A11.
- Countertops, side, and back splashes.

Roofing, Signage and Siding of Police Garage Addition

- Furnish and install labor and materials for roof and siding. Roofing and siding of addition to match existing building to the extent possible.
- Flashing penetrations needed for plumbing vents
- Roofing
- Fascia
- Soffit
- Gutters
- Downspouts
- Furnish and install "DOUGLAS VILLAGE HALL" signage as shown in drawings.
- Provide and install four (4) LED can soffit lights to illuminate "DOUGLAS VILLAGE HALL" signage.

Caulking

- Water repellent at all exterior masonry
- Rod/sealants
- Caulking at plumbing fixtures

Doors, Frames, Windows, and Hardware

- Wood doors
- Hardware, sweeps, thresholds, and accessories.
- HM doors
- HM frames
- Bullet resistant wood doors.
- Wood doors, sliding.
- HM bullet resistant frames.
- New vinyl sliding window.

Overhead Doors

- Three (3' 9" 2" ' 9" I " x 1-7/8" Series s591 Steel Insulated Thermacore II Overhead Doors (050) or equivalent.
- Three (3) Overhead Door Corporation (or equivalent) electric operators with drawbar and brake.
- Includes all belts, button stations, emergency disconnects, radio controls, photocells, exterior keys with on/off button station.

Glass & Glazing & Aluminum systems

- Exterior aluminum storefront
- Interior aluminum storefront.
- Standard storefront doors.
- Glass, and bullet resistant glass per drawings
- Glazing infill metal panel
- Security film.
- Standard finishes of material.

Stud/ Ceiling/ Insulation /Drywall

- Metal framing.
- Bullet resistive panels. Level 3 per drawings
- Insulation.
- Insulation for roof trusses.
- Fiber reinforced plastic (FRP) panels
- Acoustical ceiling tiles (ACT)
- Drywall, tape, mud, and finish

Flooring & Hard tile

- Luxury vinyl tile (LVT), carpet tile, and hard tile per plans.
- Unisex shower and unisex bathroom figured with Kerdi-system or equivalent.
- Resilient base.
- Minor floor preparation
- Material allowance of \$20/ sf for carpet, LVT \$2/ sf, and Hard tile of \$3.50/ sf.

Painting and wall coverings

- One (1) coat of primer and two (2) coats of paint – one color throughout.
- Painting of indicated gypsum wallboard (GWB) walls, ceilings, hollow metal doors, frames and sidelights.
- Architectural caulking only at door frames on new construction with one edge finish paint

Toilet Accessories

- Grab bars
- Framed mirrors.
- Toilet paper dispensers.
- Soap dispensers.
- Sanitary napkin disposals.
- Paper towel dispensers.
- Hand driers.
- ADA signs.
- Shower bench.
- Shower rod with curtain.
- Shower grab bar.
- Stalls.
- Urinal screens.
- Lockers for unisex shower.

Fire protection

- Office Space – Light Hazard Occupancy and shall provide 0.10/1,500 with a 100 gpm hose allowance.
- All Other Areas – Ordinary Group II Occupancy and shall provide 0.20/1,500 with a 250 gpm hose allowance.
- Attic – Light Hazard Occupancy and shall provide 0.10/1,950 with a 100 gpm hose allowance.
- Starting inside the building at a 6" flange, Contractor shall provide one (1) wet and one (1) dry sprinkler system riser equipped with a double check valve backflow preventer, main drain, water flow indicator, inspectors test connection, wall mounted fire department connection, automatic air vent, and electric horn/strobe.
- Fire protection in attic will be dry-type system.
- One hundred four (104) – ½" QR concealed pendent sprinklers in areas with suspended ceilings.
- Two hundred twenty (220) brass upright sprinklers in areas with exposed construction and the attic.
- Three (3) sidewall sprinklers below overhead doors.
- Four (4) upright sprinklers in each tunnel.
- Sprinklers in the community room space.
- Necessary black steel pipe, ductile iron fittings and hangers to support the piping, properly installed.
- Necessary engineering and preparation of drawings, approvals and permits, fabrication, delivery to site, installation, and supervision.

Fire Alarm

- Furnishing and Installation of Fire alarm Control Panel.
- Furnish and Installation of Fire Alarm initiating devices.
- Furnish and Installation of notification appliances.
- Includes programing and testing, engineering, submittals and drawings as necessary.
- Includes one (1) duct smoke detector per the provided electrical and mechanical drawings.
- Includes furnish and installation of access control equipment, engineering, programming, testing, submittals, and drawings.

Card Access System

- Includes twenty-two (22) card readers, one hundred (100) key fobs and software
- Include one (1) year door license (ongoing licensing by Customer)
- Furnish and install new design-build for the access control system
- Provide wiring and terminate, as needed
- Provide and install battery backup for door controllers
- Provide and install door locking hardware, detectors, trim plates, motion sensors and programmable logic modules.
- Installation and programming for an operational system.

CCTV (IP Video System)

- Provide and install viewing station
- Includes one (1) year camera and multi camera license (ongoing licensing by Customer)
- Provide and install the following cameras
 - Five (5) CCTV Indoor Mini Dome Cameras
 - Five (5) CCTV Outdoor Dome Cameras
 - Four (4) CCTV Outdoor Fisheye Cameras
 - One (1) CCTV Outdoor Multi-sensor Dome Camera
- Pendant Cap mounts and large arms
- Provide and install panel, wire, cables, and supports
- Installation and programming for an operational system.

Burglar Alarm System

- Provide and install alarm panel, horn speaker, alarm console and keypad
- Provide and install one (1) motion sensor
- Provide and install cables, boxes, supports, etc. for installation
- Includes one (1) year cellular backup license, one (1) year alarm license and one (1) year horn speaker license (ongoing licensing by Customer).
- Installation and programming for an operational system.

Elevator

- Provide and install one (1) passenger cab with capacity of 1,400 pounds and running speed of 30 feet per minute.
- .
- Includes two (2) stops and two (2) openings, with a total travel of 14 feet.
- Includes commercial grade stainless steel hall calls, cabin operating panel and handrail.
- Includes illuminated indicator for cab operating panel and hallway call stations
- Includes automatic cab on/off lighting
- Includes 36-month limited parts warranty.
- Provide one (1) dedicated outside telephone line to the elevator control room/space(s) and terminated at the controller designated by the elevator company construction superintendent.

Appliances

- Appliance shall be LG or equivalent.
- Furnish and install the below appliances:
 - Lunchroom
 - Refrigerator
 - Dishwasher
 - Electric Range
 - Above-Range Microwave with hood.
 - Police Dept
 - Stacked washer and dryer

Electrical Construction

Contractor will furnish and install the following:

- Demolition of all existing electrical as necessary per drawings
- Demolition of existing right side of meter bank and relocate house panel feeds to left side.
- Install new metering terminal box, C/T cabinet, meter socket, 600A 3 phase fused disconnect, MDP, PP, PPA, EM-1 and EM-2 panels per one line diagram, drawings.
- One (1) 150kW, 120/240V, 3 phase, natural gas fired generator with two (2) automatic transfer switches per drawings.
- All light fixtures, switching, motion sensors, lighting controls and mounting hardware per drawings.
- All duplex receptacles, GFI receptacles, floor boxes, and cutting/patching of the floor as needed per drawings.
- All conduit, wiring, disconnects and fuse boxes for all mechanical equipment per drawings.
- All conduit, junction boxes, and pull stings per drawings (phone/data/fire alarm/security)

HVAC Construction

Contractor will furnish and install the following:

- Demolition and removal of mechanical equipment including three (3) existing indoor furnaces located in the unfinished space and attic. Contractor shall remove and cap gas lines, disconnect electrical from equipment, and remove any intakes, vents and equipment. Demo shall be completed per drawings.
- Contractor shall remove all ductwork and diffusers and provide patching any roof/wall penetrations.
- Provide and install one (1) new indoor air handling unit. Unit shall be Trane or equivalent and shall be sized at 10,500 CFM. Unit shall be installed in basement on 6" base rail as shown in drawings. Unit shall be equipped with a Direct Expansion (DX) Cooling Coil (376.24 MBh total capacity) and a 2" flat filter mixing section.
- Provide and install Pelican wireless, cloud-based temperature controls or equivalent.
- Provide and install two (2) new 15-ton outdoor condensing units. Units shall be Trane or equivalent. Units shall be mounted on east side of building as shown in drawings. Provide and install new refrigerant lines from outdoor units to indoor AHU TXV's.
- Provide and install two (2) new natural gas-fired hot water boilers in basement as shown in drawings. Boilers shall be Lochinvar FTXL or equivalent. Boilers shall be rated at 399.0 MBh each. Boilers shall be equipped with a condensate neutralization kit.
- Provide and install two (2) hot water circulating pumps sized per manufacturer recommendations (3 HP each). Pumps shall be Bell & Gossett or equivalent and shall be mounted inline or base mount.
- Install boiler piping as shown in drawings per manufacturer recommendations, including all components as shown.
- Install sealed combustion and exhaust through roof via HVAC chase.
- Provide and install hot water piping from basement to attic and to each Variable Air Volume (VAV) box. Install two-way control valve on each VAV box. Provide pipe sizes and routing as shown in the drawings.
- Provide supply and return ductwork from AHU to attic space.
- Provide new power exhaust in attic. Exhaust fan shall be Greenheck or equivalent.
- Provide ducted returns as shown in drawings, including mixed air plenum.
- Install outdoor air intake hood at roof.
- Provide and install twelve (12) Variable Air Volume (VAV) boxes. Locations in the attic are outlined in the drawings.
- Provide and install all ductwork as shown in drawings, including diffusers. Ductwork shall be located primarily in non-conditioned attic space and shall penetrate drywall ceiling as required.
- Provide return grilles as shown in drawings.
- Provide and install one new 5-ton split heating and cooling air conditioning unit that serves the basement. Provide ductwork, supply diffusers and return grilles as required and shown in drawings. Unit shall be equipped with a mixed air plenum for economizing and make-up air to offset exhaust from evidence storage.
- Provide inline exhaust fan serving evidence storage and associated ductwork as shown in drawings.
- Provide three (3) toilet exhaust fans as required and shown in drawings.
- Provide two (2) electric baseboard pedestal mounted heaters in vestibule, one (1) electric unit heater in sprinkler room and (1) electric cabinet heater for West Vestibule.

- Provide and install new natural gas-fired ceiling mounted radiant heater in new Police Garage. Heater shall be Reznor or equivalent and should be rated at 100,000 btu/hr.
- Provide and install new wall-mounted propeller exhaust fan (1000 CFM) and new intake louvre in Police Garage. Fan to be controlled via CO/NO2 sensors.
- Provide complete Test & Balance services
- Provide minimum R-6 insulation on all ductwork.
- Provide minimum 2" pipe insulation on all hot water piping greater than 1.25". Provide minimum 1.5" pipe insulation on all piping under 1.25". Insulation shall be fiberglass with plenum rated jacket and pipe labels.
- Relocate existing incoming gas lines as required, including new core holes.
- Provide new gas piping. Pipe sizing redesigned for 2 psi supply pressure with end device regulators as required.
- Natural gas service to new generator.

Plumbing Construction

Contractor will furnish and install the following:

- Demolition of existing restrooms and associated plumbing
- Mark out, cutting and removal of concrete as necessary for plumbing connections and capping
- Cap unused existing plumbing drains below concrete floor
- Core drill floor for restrooms 104, 105, 137 and 138 janitor's closet sanitary drains
- Sanitary drains and vents to be PVC
- Remove bad sections of 6" and 4" cast iron basement drain piping and install new PVC piping
- Domestic water piping to be Type L copper
- Water piping insulation
- New 2" copper water main installed from sprinkler room #140 and connected to existing 2" water main in the future tenant area (plumbing fixtures water piping to be fed off 2" water main)
- 2" backflow preventor for domestic water
- 1" backflow preventor for irrigation
- 50-gallon electric water heater
- New restrooms and plumbing fixtures drains will be connected to existing sanitary drains
- Restrooms #104/#105 fixtures: Four (4) sinks with manual faucets, three (3) tank type toilets and one (1) urinal
- Restrooms #118/#119 fixtures: Two (2) sinks with manual faucets and two (2) tank type toilets
- Restrooms #121/#122 fixtures: Four (4) sinks with manual faucets, one (1) urinal and three (3) tank type toilets
- Unisex restroom #137 fixtures: One (1) shower, one (1) tank type toilet, one (1) sink with manual faucet and washing machine water/drain
- Mop sink located in room #138
- Bilevel drinking fountain with bottle filler
- Stainless steel sinks: One (1) coffee bar, one (1) council chamber room and one (1) lunch room
- Necessary floor clean outs
- Eleven (11) floor drains with trap seals located the restrooms, sprinkler room and basement mechanical room
- Trench drains in the police garage

- Three compartment oil interceptor located in the police garage
- Hose bibs located in the police garage
- Sump pit and pump for elevator pit (pump connected to existing sanitary drain)
- Necessary supports and hangers for piping and fixtures installed.

[END OF ENTIRE SCOPE]

Exhibit C

General Notes

Hazardous Material

There may be some hazardous material in various rooms throughout the facilities. Except where specifically included in Exhibit B, CONTRACTOR has not included any costs associated with the abatement or removal of asbestos containing materials (ACM), lead based paints, or other hazardous materials in the Contract Price.

Electrical Infrastructure

Contractor is not responsible for any Electrical Repairs upstream of the project tie in points, including any existing code deficiencies. It is assumed that this equipment has been maintained and is in good working order. Repairs to this equipment would be negotiated as an additional cost.

This Agreement does not include responsibility for repair or replacement necessitated by freezing weather, electric power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond control of Contractor.

Equipment Efficiencies

All new heating and cooling equipment will meet or exceed the minimum efficiency standards as set forth by the Department of Energy and will comply with all applicable EPA regulations in effect as of the Proposal Date.

Material Requirements

All installed equipment will be able to be serviced in the future by qualified Mechanical or Electrical Contractors. No proprietary equipment will be installed. No requirements for Buy American are included in the scope of this project.

Refrigerant

Some of the existing air conditioning equipment surveyed may contain R-22 refrigerant. This refrigerant is no longer allowed to be used in new air conditioning systems. All new equipment will conform to EPA regulations for environmentally acceptable refrigerants.

Inclusions - All new work includes the necessary:

- Permits and fees as required
- Crane and rigging service
- Removal and disposal of old equipment
- Project management
- Customer training on new equipment provided (Boilers, pumps, condensing units, air handlers, etc.)
- Up to eight hours of customer training on new controls
- Engineering services as required

Exclusions - Not Included in This Scope:

- Asbestos abatement
- Abatement of other hazardous materials, including, but not limited to, mold and lead paint.
- Temporary Heating and/or cooling during equipment replacement
- Unforeseen conditions
- Work or upgrades to existing tenant portion of the building.
- Weather delays outside of Michigan's typical seasonal weather patterns, based on the previous three (3) years.
- COVID delays, referring to any mandated shutdowns.
- Disposal of contaminated soil.
- Dewatering from ground water.
- Add mixture to concrete for a faster cure time.
- Soils borings
- Sprinkling existing occupied tenant space.
- Exterior painting.
- All work to exterior of existing building other than what is required for the addition of the Police Garage.
- Additional parking or paving.
- Downstream analysis of storm water management is excluded.
- All information technology (IT) equipment, services and work. Customer shall supply and install servers, Wi-Fi routers, and all other items necessary for a functional system.
- Special seismic provisions . Fire Alarm central station monitoring.
- On-going required licensing fees beyond Year 1.

Clarifications

- Material allowance of \$20/ sf for carpet, LVT \$2/ sf, and Hard tile of \$3.50/ sf
- It is assumed existing utilities (public water and sewer services, electrical service, natural gas) to the building are sufficient and no additional services or expansion of service will be required and are not included in this scope of work.
- A network drop is required at each head end for card access doors and is to be provided by the Customer.
- A network drop is required for the elevator controller and is to be provided by the Customer.
- A network drop is required at the front end of the building HVAC automation system and is to be provided by the Customer.

Structural Upgrades

Structural upgrades to the facilities are not expected beyond what is included in the above referenced drawings, but, to the extent any additional structure upgrades to the existing facilities are required due to existing structural deficiencies or failures, they are excluded from Contractor's Scope of Work and solely the responsibility of the Customer.

Exhibit D

RESERVED

Exhibit E-1
Financial Terms and Conditions
Implementation Phase

Customer agrees to pay the Contractor the contract price for the implementation Work, as listed below, in accordance with the terms and conditions of the Agreement. The monthly progress payments shall be in the Payment Schedule shown below.

Contract Price \$7,799,237.

Down Payment (50%): \$3,899,618

Payment Schedule

Balance of contract to be billed in monthly installments.

Exhibit E-2
Financial Terms and Conditions
Performance Phase

Not applicable. There are no Performance Phase Fees or Ongoing Services Fees associated with this contract.

Exhibit F

Press Release Authorization

Consent to Use Name, Logo &/or Quote

ABM requests permission to use City of the Village of Douglas' logo/photo and potentially a quote, as part of ABM's marketing communications plan.

Your Company consents to ABM's use of your name, logo/photo and/or customer quote:

(Please initial those instances where you are granting your Company's consent.)

_____ In a press release, case study and/or client profile.

_____ In a listing of representative customers on ABM's web site.

_____ In a listing of representative customers on ABM's sales brochure.

_____ In a listing of representative customers in ABM's employee recruiting materials.

_____ In a listing of representative customers in ABM's responses to Requests for Information, Requests for Quotations or Requests for Proposal.

This consent is valid from March 1, 2024 in perpetuity unless Customer notifies ABM in writing.

ABM thanks you for your consideration and assistance in this important request.

ABM

CUSTOMER

Richard Phelps

Cathy North

Title: Regional Vice President

Title: Mayor

Exhibit G
GUARANTEE

RESERVED

Exhibit H-1

**DELIVERY AND ACCEPTANCE CERTIFICATE
UPON SUBSTANTIAL COMPLETION**

Customer hereby acknowledges receipt of the buildout and addition as described in Exhibit B as Substantially Complete in accordance with the terms of the Bundled Energy Solutions Agreement between the Parties. Customer hereby accepts the scope listed hereto after full inspection thereof as satisfactory for all purposes of the Agreement.

Substantial Completion Date: _____

Date Accepted by Customer: _____

Accepted for: **Customer**

Accepted by: _____

Name: _____

Title: _____

Note: Scope to which this Delivery and Acceptance Certificate relates is/are attached hereto.

Exhibit H-2

FINAL DELIVERY AND ACCEPTANCE CERTIFICATE

FINAL ACCEPTANCE OF PROJECT

Customer hereby acknowledges Final Acceptance of all scopes of work as described in Exhibit B in accordance with the Bundled Energy Solutions Agreement between the Parties. Customer hereby accepts the scope listed hereto after full inspection thereof as satisfactory for all purposes of the Agreement. Customer agrees to make the required payment(s) to ABM as set forth in the Agreement.

Date Accepted by Customer: _____

Accepted for: **Customer**

Accepted by: _____

Name: _____

Title: _____

Note: Scope to which this Delivery and Acceptance Certificate relates are attached hereto.

Exhibit I

On-Going Services

Not applicable. There are no On-Going Services associated with this contract.

Exhibit J**Prevailing Wage Schedule****Davis-Bacon/Prevailing Wage**

Davis-Bacon/prevailing wage has not been included to complete all measures included in this scope of work. Should the Customer require prevailing wage to be utilized, ABM will be entitled to an equitable adjustment in the Contact Price to account for any costs associated with prevailing wage compliance.

Exhibit K Change Order Form

This form will be modified to fit the specific change(s) being requested.

Customer	
Change Order No.	
Change Order Title	

Scope Location	Original Scope Description

Scope Location	Proposed Change to Scope Description

Cost Impact:

Schedule Impact:

(Description will be added here.)

Approvals

ABM BUILDING SOLUTIONS, LLC

Customer: City of the Village of Douglas

Signature (Authorized Representative)	Signature (Authorized Representative)
Name	
Title:	Title:
Date:	Date:

billing



MEMORANDUM

REGULAR CITY COUNCIL MEETING

February 5, 2024 at 7:00 PM

TO: City Council

FROM: Lisa Nocerini, City Manager

SUBJECT: Lead Service Verification (Potholing)

The City of Douglas has completed an initial review of public water service records within the City limits as required by the State of Michigan lead and copper rule program, <https://www.michigan.gov/mileadsafe>. The State is requiring the City to physically inspect and document 20 percent of the City's water service line material. Water service lines can be made of copper, PVC plastic, galvanized steel, or lead. The State of Michigan mandate requires all local governments to inventory and replace suspected lead service lines over a 20-year period. This State rule will impact approximately 900+ water services in Douglas. The City of Douglas is working toward identifying water service line materials of randomly selected residences/buildings from the inside to the curb box and curb box to the water main.

On December 18, 2023, a Request for Proposal (RFP) was advertised for lead service material verification outside on each side of the curb box which is the shut off value for the water service. The scope of work includes potholing which is an excavation process that uses vacuum suction and water jets to dig precision holes around a buried service line. This will be done to verify the water service line material underground.

The following bids were received:

• Plummers Environmental Services	\$ 84,713.00
• Apex Excavating and Underground LLC	\$130,160.00
• Rogue Industrial Services, LLC	\$174,805.00
• Gustafson HDD, LLC	\$208,050.00
• Dukes Root Control	\$249,173.00

The contract award will be funded by the Drinking Water Asset Management (DWAM) grant. \$171,900 was estimated for this scope of work.

Sample Motion: I recommend City Council award Plummers Environmental Services the contract for lead service verification for the amount of \$84,713.00.



MEMORANDUM

REGULAR CITY COUNCIL MEETING

February 5, 2024, at 7:00 PM

TO: City Council

FROM: Lisa Nocerini, City Manager

SUBJECT: Ordinance to sell 6825 W Wiley Road – Ordinance 01-2024 – Public Hearing & Second Reading

The Douglas City Council has directed the City Manager to sell public property owned by the City of Douglas located at 6825 W Wiley Road. Per the requirements of Ordinance 02-2022, an ordinance to *Establish Procedures for Transfer of Surplus Real Property for the City of the Village of Douglas*, the sale of surplus real property shall be done by passing an ordinance.

A review of Chapter 13 of the City Charter, also specifies that, “The City may not sell any cemetery, park or any part thereof unless approved by a majority vote of the electors voting thereon at any general or special election.” The property located at 6825 W Wiley Road is neither a park or cemetery.

The City purchased 6825 W Wiley Road in 2016 for \$196,600. The current appraisal of the property estimates the value to be approximately \$1,450,000.

The property is deemed to be surplus due to the City seeking to use those funds.

Per the Surplus Property Ordinance:

- Disposing of real property by City officials for employees for personal gain or to benefit the interest of any person or party other than the City is strictly prohibited.
- Sale of land or other real property requires City Council authorization and may require a vote of the majority of electors as provided in Chapter 13 of the City Charter.
- Sale of surplus real property shall be done by passing an ordinance. Real property may be conveyed by quit claim deed.
- The City shall not sell property to any individual or entity who is in default to the City.
- The purchaser shall agree to pay and be responsible to pay for any mortgage or title insurance policy, all costs in applying for and securing financing, inspections, environmental assessments, recording fees, and costs in connection with the purchaser’s use or intended use.

If the City Council agrees to sell the property, the City Manager will issue a request for sealed bids and allow 30 days for the submission of responses. The City may give preference to purchasers that will construct workforce or attainable housing on the vacant property. Adjoining property owners may be given preference if the real property is unbuildable because of zoning, other codes or laws, environmental or economic factors.

Sample Motion – I motion to adopt Ordinance 01-2024 declaring 6825 W Wiley Road as surplus property.

**CITY OF THE VILLAGE OF
DOUGLAS ALLEGAN COUNTY,
MICHIGAN ORDINANCE NO. 01-2024**

**AN ORDINANCE TO SELL 6825 WEST WILEY ROAD, SURPLUS REAL
PROPERTY, FOR THE CITY OF THE VILLAGE OF DOUGLAS**

THE CITY OF THE VILLAGE OF DOUGLAS DOES HEREBY ORDAIN:

SECTION 1: PURPOSE

The purpose of this ordinance is to provide a framework for the transfer of the City's real property, 6825 West Wiley Road, PNN: 03-59-017-089-40, Zoned R-1 Residential District, deemed to be surplus. This ordinance is intended to authorize the sale of real property that is transparent to the community, fair, equitable, and consistent with the best interests of the City.

SECTION 2: METHOD OF SALE

The real property shall be sold through sealed bids/offers after a Notice of Intent – Request for Bid is advertised.

SECTION 3: AUTHORIZATION TO SELL

The City is hereby authorized to sell the real property identified 6825 West Wiley Road, in accordance with the terms and conditions set forth in Ordinance 02-2022.

SECTION 4: TERMS OF SALE

The terms of sale, including the accepted bid and any other conditions of sale, shall be approved by the City Council.

SECTION 5: AUTHORIZATION TO EXECUTE DOCUMENTS

The City Manager is hereby authorized to execute any and all documents necessary to complete the sale of the real property, including purchase agreements, deeds, and escrow instructions, subject to final approval of the sale by the City Council subject to section 4 above.

Ordinance Offered by: _____

Ordinance Supported by: _____

Ayes:

Nays:

Abstain:

Absent:

Ordinance adopted on this _____ day of _____, 2024.

Cathy North, Mayor

Date

Laura Kasper, City Clerk

Date

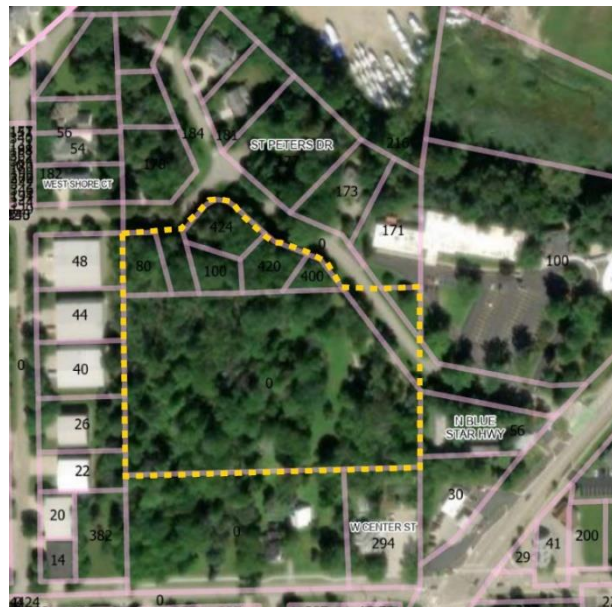
Ordinance Effective Date: 20 days after publication

MEMORANDUM

To: City of The Village of Douglas City Council
Date: February 1, 2024
From: Tricia Anderson, AICP
RE: Centre Collective - Final Site Condominium Review

Mr. Jeff Kerr, of Kerr Real Estate has applied for final site condominium review by the City Council for a residential site condominium that, if approved, would consist of 19 single-family condominium units. The project site is generally located on the west side of St. Peters Drive at Westshore Street. The current zoning of the subject site is R-4, Harbor Residential, which allows single-family homes by right. The following improvements are proposed as part of the oval project:

- 19 single-family condo units ranging from 7,920 square to 11,681 square feet in area
- Public street connecting St. Peters Drive and ending in a cul-de-sac containing a landscaped island.
- Sidewalks along the frontage of St. Peters, on both sides of internal streets, and a pedestrian path along the frontage of Westshore Street.
- Street trees, located on individual units (outside the ROW) to avoid potential root system conflict with utility infrastructure.
- Stormwater management facilities and infrastructure in the northwest corner of the site.
- Public water and sanitary sewer.



LAND USE TABLE		
TOTAL LAND AREA	7.16	ACRES
STM WATER DETENTION / STEEP SLOPES	1.53	ACRES
OPEN SPACE	0.65	ACRES
PUBLIC R.O.W	1.15	ACRES
SENSITIVE AREAS	0.00	ACRES
RESIDENTIAL UNITS 1-19	3.83	ACRES
BUILDABLE AREA = RES UNITS + OPEN SPACE	4.48	ACRES
UNIT DENSITY	4.24 UNITS / ACRE	

- Gazebo and elevated deck to overlook ponds.
- Gathering space, bench, and fire pit area in the southwest corner of the subject site.
- Stone dust path (confirmed to be ADA compliant per applicant) which connects the site condo to the gathering spaces in the southwest corner of the site and the mixed-use development to the south.

The purpose of this memorandum is to provide the City Council with the following information related to this proposed site condo:

1. History of the project since the initial application.
2. Background information related to the Planning Commission's review and recommendation of the preliminary condo plan and associated conditions.
3. Procedural information as it relates to the City Council's role in the approval process and the standards of approval for final condominium plans.
4. Our analysis of the standards for final condominium plan approval.
5. A recommendation for the February 5th City Council meeting as it relates to taking action on the request.

History and Background. The proposed site condo project has been working its way through the City's procedural steps since 2021. Since its original application date, the development plan for this residential condominium development has changed on several occasions. The following timeline demonstrates its history since the initial application submittal:

- ▷ First proposed as a Planned Unit Development (PUD) in 2021 as a mixed-use development that included frontage on Center St.
- ▷ May, 2021: The northern portion of the formerly proposed mixed-use development was rezoned from R-2 to R-4, Harbor Residential for the purpose of a by-right residential condo development.
- ▷ September 21, 2022: The preliminary residential site condo plan came before the Planning Commission, seeking site plan review and a favorable recommendation to the City Council for the approval of the final site condo plan. This item was tabled due to deficiencies in the site plan.
- ▷ December 8, 2022: The preliminary residential site condo plan returned to the Planning Commission and was given a favorable recommendation for the approval of the final site condo plan with conditions.
- ▷ May 11, 2023: The applicant reconfigured the street layout and removed the road connection to Westshore Drive. This road connection would have utilized an existing platted road right-of-way. The changes to the development plan also included a relocation of the stormwater management facilities, that were now proposed in the

platted Pleasant St. right of way. The applicant was made aware at this time, that this configuration may pose some challenges due to the right of way and the need for it to be vacated in order for the stormwater management facilities to be located there.

- ▷ Between May 11, 2023 and December 14, 2023, the applicant and his team had been working to satisfy the conditions that the Planning Commission attached to its recommendation. These items include the following:
 - Approval of stormwater management design by the Allegan County Drain Commission
 - Revising the master deed to reflect changes pointed out by the City Attorney and City Engineer
 - Revisions to the site plan to incorporate the conditions related to landscaping, fire requirements and engineering
 - Working with the City Attorney on the requirements outlined in the Land Division Act regarding the vacation of the platted roadway and replat of the St. Peters Subdivision Plat
- ▷ On December 14, 2023, the applicant returned to the Planning Commission for review of another change to the development plan that involved the addition of land area that was not previously included in the condo area and the addition of a pedestrian pathway and boardwalk along the subject site's frontage on Westshore Drive. This change, like the others, required a new recommendation from Planning Commission to the City Council, as the Zoning Ordinance requires that the final condo plan that Council reviews is essentially identical, with the exception of any changes required as conditions, as the preliminary plan that the Planning Commission made their recommendation on.

At this December 14, 2023 meeting, the Planning Commission forwarded a favorable recommendation for the approval of the final condo plan to the City Council, subject to the following conditions:

1. The applicant shall address all conditions required by the City Engineer in the memorandum dated 4/28/2023.
2. The applicant shall work with the Allegan County Drain Commission to satisfy stormwater management design standards and receive approval, prior to the City Council's review of the final condominium plan.
3. The applicant shall work with the City Engineer and DPW as it relates to the implementation of recommended improvements to the signal timing and taper lanes along St. Peters.

4. Upon approval of the final site condominium plan, the applicant shall submit a final draft of the Master Deed to be reviewed by the City Attorney prior to recordation. The Master Deed shall be recorded prior to the issuance of a zoning permit for any of the units.
5. The applicant shall construct individual homes in accordance with the MBO table shown on the approved grading and soil and sedimentation control plan dated 4/26/23.
6. The applicant shall provide the City with a recorded copy of the stormwater maintenance agreement, prior to the issuance of any zoning permits for the construction of individual units.
7. Upon approval of the final condominium plan by the City Council, the developer shall pay all fees and escrows associated with required permits related to utilities, construction plan review, and inspections.
8. Upon the City Council's approval of the final condominium plan, the developer shall work with the City Engineer to meet the minimum standards for road design, inspection, approval, and maintenance for all proposed public streets. No construction of road infrastructure is permitted until construction plans are approved by City Engineer.
9. The applicant shall take the necessary steps to petition for the vacation of the Pleasant Street Right of Way in accordance with the procedures outlined in the Land Division Act. This step is required to be completed concurrently or prior to the City Council's consideration of the final condominium plan approval, or in a manner found satisfactory by the City Attorney.
10. The applicant shall adhere to and address any and all recommendations made by the Saugatuck-Douglas Fire Department.
11. The applicant shall provide an updated ALTA survey which provides assurance that Section 24.02(2) is met, prior to the issuance of a zoning permit.
12. The applicant shall revise the landscaping plan to include the location of the proposed pedestrian pathway along Westshore Court, prior to the Council review of the final condominium plan.
13. The resolution to approve the final condominium plan shall include the requirement for the applicant to post a financial guarantee in an amount determined by the City Engineer to ensure the quality completion of the proposed pedestrian pathways along Westshore Court and St. Peters Drive.

14. The applicant shall engage a licensed structural engineer to review and approve the design details of the boardwalk and provide a copy of the report to the City, before any construction of the pathways.

15. The applicant shall bring his escrow account into good standing per the Escrow Policy adopted by the City Council in Resolution 01-2023, prior to any further review of the proposed condo development, and prior to the City Council's consideration of the final site condominium plan and proposed plat vacation of the Pleasant Street Right of Way.

16. The applicant shall draft an easement agreement for the pedestrian pathways for review by the City Attorney, prior to the City Council's consideration of the final condominium plan.

The City Council will note that the items that are highlighted are required to be addressed prior to its review of the final site condominium plan. Items highlighted in blue have been addressed in the submittal before Council:

- #2 – Drain Commission acceptance of stormwater design: The ACDC has provided a letter of approval which is included in your packet.
- #12 – Landscaping Plan: The plan set last revision dated 1/8/2024 contains the landscaping plan which depicts the proposed pedestrian pathway along Westshore Street.
- #15 – Escrow Account: As of February 1, 2024, the applicant's escrow account is in good standing.
- #16 – Draft easement agreement for pedestrian pathways: This has been submitted and reviewed by the City Attorney who made a few recommendations for revisions. Revisions were made accordingly by the applicant. While the agreement is not yet in final form, it is included in your packet.

The remaining item is #9:

The applicant shall take the necessary steps to petition for the vacation of the Pleasant Street Right of Way in accordance with the procedures outlined in the Land Division Act. This step is required to be completed concurrently or prior to the City Council's consideration of the final condominium plan approval, or in a manner found satisfactory by the City Attorney.

This condition has not been fully addressed. As stated in the condition, the procedure that must be followed to vacate the platted roadway is provided in the Land Division Act (Act 288 of 1967). The section that outlines this procedure is provided below:

560.104 Replats; requirements; vacation of original plat.

Sec. 104. A replat of all or any part of a recorded subdivision plat may not be approved or recorded unless proper court action has been taken to vacate the original plat or the specific part thereof, with the following exceptions:

(a) When all the owners of lots which are to be part of the replat agree in writing thereto and record the agreement with the register of deeds, and proof that notice to the abutting property owners has been given by certified mail and the governing body of the municipality in which the land included in the recorded plat is situated, has adopted a resolution or other legislative enactment vacating all areas dedicated to public use within the proposed replat.

(b) Assessors plats made, approved and recorded as provided for in sections 201 to 213.

(c) Urban renewal plats authorized by the governing body of a municipality, as provided in Act No. 344 of the Public Acts of 1945, as amended. Roads, streets, alleys and other public places shall be vacated in accordance with the provisions of law.

The area highlighted in pink provides for the procedure in which the City had understood the applicant was planning to follow in an effort to proceed with a replat as of the December 14, 2024 Planning Commission meeting. Thus, the condition was written with the words “concurrently or prior to” with the presumption that the applicant planned to petition the City Council with the request to vacate the Pleasant St. ROW. The condition was intended to reflect the step of the Council adopting a resolution to vacate the public use within the plat (Pleasant St. ROW) and that it *may* be done concurrently with its review of the final condominium plan.

On January 30, 2024, the City received a copy of the complaint that the applicant’s attorney indicates was filed in Allegan County Circuit Court. The document was dated January 25, 2024, and was not stamped by the Allegan County Circuit Court. The implications of the voluntary switch from the procedure highlighted in pink to the procedure outlined in a separate section of the Land Division Act (see Section 560.226 below) are detailed in the City Attorney’s memorandum, which is subject to attorney-client privilege.

560.226 Trial and hearing; order to vacate, correct, or revise recorded plat; exceptions; plat recording resulting in loss of public access to lake or stream; reservation of easement; operation and maintenance of property by state or local unit; effect of noncompliance with subsection (4); closure of road ending; proceedings.

Sec. 226. (1) Upon trial and hearing of the action, the court may order a recorded plat or any part of it to be vacated, corrected, or revised, with the following exceptions:

(a) A part of a state highway or federal aid road shall not be vacated, corrected, or revised except by the state transportation department.

(b) A part of a county road shall not be vacated, corrected, or revised except by the county road commission having jurisdiction pursuant to chapter IV of Act No. 283 of the Public Acts of 1909, being sections 224.1 to 224.32 of the Michigan Compiled Laws.

(c) A part of a street or alley under the jurisdiction of a city, village, or township and a part of any public walkway, park, or public square or any other land dedicated to the public for purposes other than pedestrian or vehicular travel shall not be vacated, corrected, or revised under this section except by both a resolution or other legislative enactment duly adopted by the governing body of the municipality and by court order. However, neither this section nor any other section shall limit or restrict the right of a municipality under sections 256 and 257 to vacate the whole or any part of a street, alley, or other land dedicated to the use of the public.

At this time, we are recommending that the City Council NOT take any action on the final site condominium plan for reasons outlined in the City Attorney's memorandum, and our summary of findings listed in a suggested motion. We have determined that the applicant's submission is complete enough for him to present the project at the upcoming Council meeting, however, the legal items that have not been addressed to the satisfaction of the City Attorney, are cause for the strong recommendation to Council to not take any action.

The remainder of this memorandum will serve the purpose of providing the Council with procedural information and our analysis of the standards of approval as outlined in Section 16.24(7) of the Zoning Ordinance as it relates to the City Council's review of the final site condominium plan.

Procedure. Article 24, Site Plan Review, Section 24.01, requires all site condominiums, condominium projects, and condominium subdivisions developed pursuant to the Condominium Act (MCLA 559.101 et seq) to meet the requirements of site plan approval. City Council does not normally review basic site plans unless site plan review requirements must be met in conjunction with a condominium development or other type of development requiring Council action. Article 16, General Provisions, provides the requirements for condominium projects. Procedures for the City staff, Planning Commission and City Council are outlined in this section. The Planning Commission makes a recommendation on the preliminary condominium plan if the site plan approval standards and the standards outlined in Section 16.24 for condominium approvals are met or can be met upon certain conditions. As noted above, the Planning Commission forwarded a *favorable* recommendation to the City Council, subject to the conditions listed. The City Council is now tasked with considering approval, approval with conditions, denial, or postponement of action on the final condominium plan.

Section 16.24(7) Standards for Condominium Approval: As you may recall, Section 16.24(7) contains the review standards that apply to the City Council's review of a final site condominium plan. The approval of the final condo plan shall not be granted unless all standards are met. These standards are below.

- a. *The plan shall satisfy the standards and requirements for site plan approval in Article 24 of this Ordinance, except that if the condominium project is proposed as a Planned Unit Development, subparagraph (b) shall apply, rather than this subparagraph (a).*

Remarks: The site plan will be approved upon completion of all conditions in the Planning Commission's recommendation.

- b. *If the condominium project is proposed as a Planned unit development, the plan shall satisfy the standards and requirements for approval in Article 27 of this Ordinance.*

Remarks: Not Applicable

- c. *The proposed common elements and maintenance provisions, use and occupancy restrictions, utility systems and streets, project layouts and design, or other aspects of the proposed project, shall comply with all requirements of the Condominium Act or other applicable laws, ordinances or regulations. The Zoning Administrator, City Planner, City Attorney, City Engineer, City Fire Chief, Kalamazoo Lake Sewer and Water Authority, Allegan County Drain Commission or other appropriate persons shall be consulted as necessary to make this determination.*

Remarks: The applicable provisions of the Land Division Act have not yet been met. Additionally, the St. Peter's Subdivision Plan contains deed restrictions which, if not properly lifted, are still in effect today. Because of this, this standard is not met at this time, as the current layout of the proposed condominium subdivision does not meet the deed restrictions related to dimensional requirements. The deed restrictions associated with this plat have been included in this packet. The City Attorney has the authority to determine the extent to which the application complies with all applicable laws.

- d. *Each condominium building shall comply with all applicable provisions of this Ordinance, including, but not limited to, minimum lot area, minimum lot width, required front, side and rear yards, and maximum building height and other minimum provisions of the applicable zone district; provided, however, that if a condominium building is located in a planned unit development under Article 27, the City Council, upon recommendation of the Planning Commission, may approve departures or modifications in the requirements stated in this subparagraph (d), under the terms of Section 27.4 of this Ordinance.*

Remarks: The proposed site condo plan meets the minimum dimensional requirements for the R-4, Harbor Residential district.

- e. *If a condominium project is proposed to have public streets, the streets shall be paved and developed to the minimum design, construction, inspection, approval, and maintenance requirements for platted public streets as required by the Allegan County Road Commission.*

Remarks: The conceptual design of the public roads have been reviewed by the City Engineer and Fire Department. Further review of the full

design documents will be conducted prior to construction of the roads as a condition of final site condo approval.

- f. *Private streets may be permitted to provide access to and through a condominium project, subject to the following requirements:*
 - i. *All private streets shall comply with Section 18.02 of this ordinance.*
 - ii. *Provisions in the Master Deed and Bylaws shall obligate the developer and/or owner's association to ensure that all the private streets are regularly maintained, repaired, and snowplowed so as to assure that they are safe for travel at all times. The Master Deed and/or Bylaws shall also include a provision indemnifying and holding the City harmless from any and all claims for personal injury and for property damage arising out of the failure to properly construct, maintain, repair, and replace the private streets.*

Remarks: Not applicable.

- g. *Each unit in the condominium project shall be provided with public utility services in accordance with City requirements.*

Remarks: The final condo plan meets this standard. Further review of utility design and proposed connections will be conducted prior to the installation of utilities as a condition of final site condo approval.

Recommendation. At the February 5, 2024 meeting, the applicant will present the project to the City Council. Careful consideration should be given to public comments, applicant comments, and the information presented in this memorandum and the City Attorney's memorandum. We again state that our strong recommendation to the City Council at this time is to take no action. We anticipate progress with the legal process related to the plat vacation. The City Council's consideration of the approval of the final condominium plan is the applicant's last stop for approval from the City's public bodies. Thus, we want to emphasize the importance of all the boxes being checked at this stage of review.

Our findings for the recommendation to table the item are below, and also listed in a suggested motion for Council's reference:

1. The applicant proposes stormwater management facilities in an area known as the Pleasant Street ROW, which is a platted roadway (or paper street) within the Saint Peters Subdivision Plat, that he does not have ownership of at this time.

2. The portion of the subject condo property that consists of platted parcels, are currently subject to restrictive covenants relative to dimensional requirements such as lot size and setbacks that were established when the Saint Peters Subdivision was platted in 1963, that the proposed site condominium development does not meet. The applicant does not have sole authority to lift the deed restrictions without following the process outlined in the Land Division Act.
3. The applicant *appears* to be taking steps to resolve the legal issues associated with vacating the Pleasant St. ROW and the amendment to the Saint Peters Subdivision Plat, however, the City does not have reasonable assurance at this time that there would be no objections to the vacation of the Pleasant Street ROW by the other plat owners who would be named in the lawsuit if filed.
4. Additional reasons stated in the City Attorney's memorandum to the City Council dated January 31, 2024.

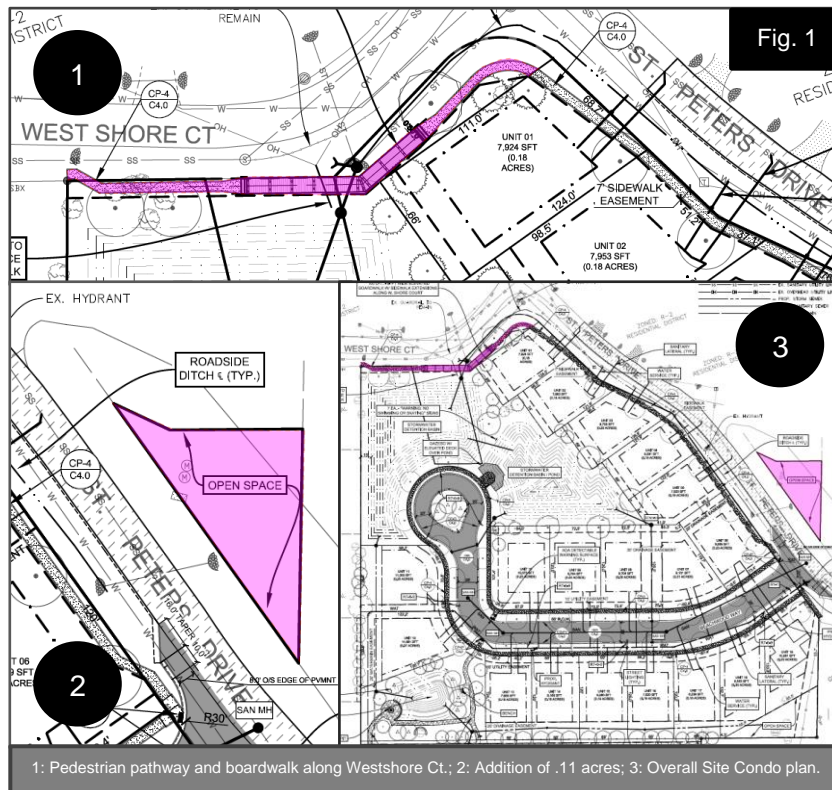
As always, please feel free to reach out with any questions.

MEMORANDUM

To: City of The Village of Douglas Planning Commission
Date: December 1, 2023
From: Tricia Anderson, AICP
RE: Centre Collective Preliminary Site Condominium Review – Boardwalk and Land Area Addition

Mr. Jeff Kerr of Kerr Real Estate has submitted an application for review of some proposed changes to the preliminary condominium plan for a 19-unit single-family residential site condominium development on the northern 6.9 acres of 324 West Center Street. The site is generally located at the corner of St. Peters Drive and Westshore Drive. The current zoning of the subject site is R-4, Harbor Residential, which allows single-family homes by right. Proposed changes include the addition of a pedestrian pathway and boardwalk along the frontage of the subject parcel on Westshore Drive along with an added 0.11 acres (4,791.6 square feet) of land that was previously not included in the condo area (see Figure 1).

Background. The Planning Commission may recall that the subject property is comprised of several different parcels, with the five northernmost parcels and Pleasant Street right of way



being within the St. Peters Subdivision. This was brought to the Planning Commission's attention at the May 11th, 2023 meeting when the Commission considered the recommendation for a new configuration of the proposed condo as it relates to the road layout. The applicant modified the plan to remove the access point from Westshore Court, and have only one access point on St. Peters. The applicant also shifted the stormwater management plan and moved the majority of the storm detention to the area where the road was previously planned to connect the condo

to Westshore Ct. The Planning Commission may also recall that placing the stormwater infrastructure in a platted right of way would complicate things a bit, however, the steps to vacate the right of way were manageable, albeit somewhat cumbersome.

The Planning Commission made a favorable conditional recommendation to the City Council on May 11, 2023, for the approval of the Centre Collective residential site condominium plan, however, the applicant has not yet received final approval by the City Council. During the time following the May 11 Planning Commission meeting, the applicant has been taking steps to complete the conditions that were required prior to the City Council's consideration of the final site condo plan.

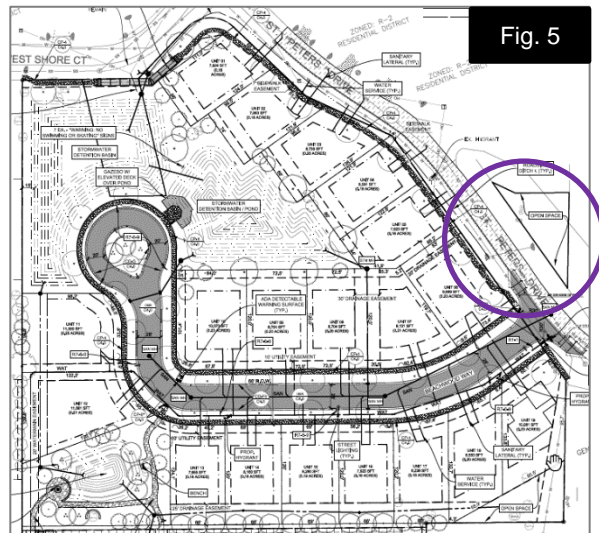
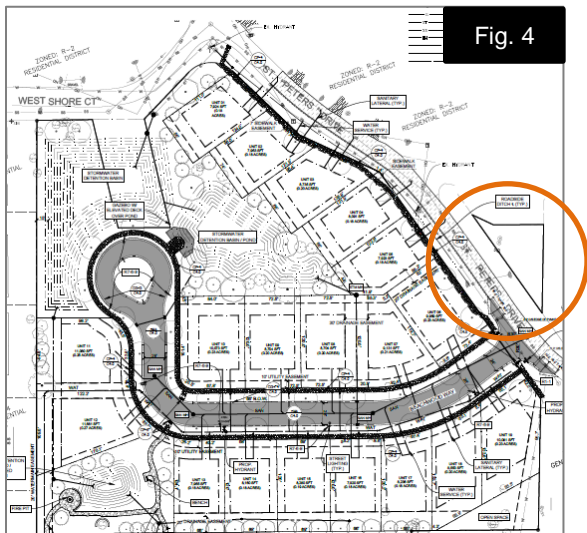
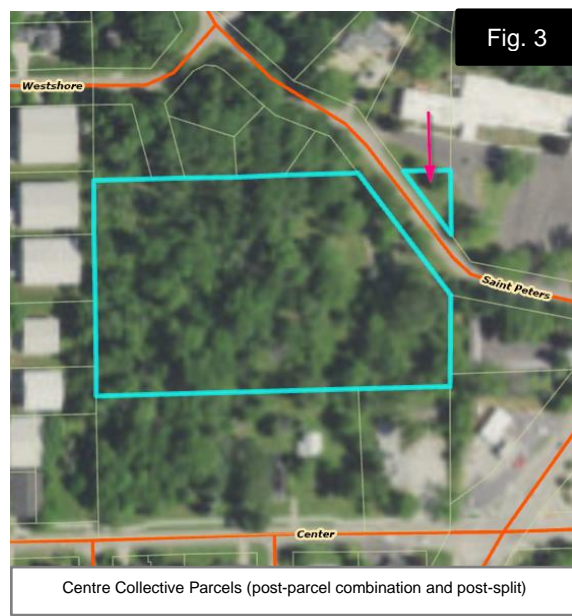
Procedure. As noted above, the applicant is proposing to add land area to the condo area and add substantial improvements not shown on the previous condo plan. Section 16.24(6)(b) indicates that when the City Council considers the final condo plan, it must be essentially identical to the preliminary condo plan which the Planning Commission based their recommendation on.

16.24(6) Review and approval of Final Plans by City Council. (b) The final condominium project plan submitted by the applicant shall incorporate all of the recommendations, if any, made by the Planning Commission based on its prior review of the preliminary plan. If any of the Planning Commission's recommendations are not incorporated in the final plan, the applicant shall clearly specify in writing which recommendations have not been incorporated and the reasons why those recommendations have not been incorporated. Except for changes made to the plan as necessary to incorporate the recommendations of the Planning Commission, the final plan shall otherwise be identical to the preliminary plan which was reviewed by the Planning Commission.

Because the land areas and proposed improvements were not previously represented in the plan that was recommended on May 11, 2023, procedurally, the Planning Commission must consider replacing the previous recommendation with a new recommendation based on the plan that shows the added land area and improvements.

The question has been asked regarding Section 16.24(11), Revisions of Approved Final Condominium Project Plan, and the categories of "major, minor and exempt changes", and why this section does not apply to the current situation. Simply put, the condominium project plan had not yet had any final approvals – only preliminary. This section applies to the procedure for plans that have previously received Council approval and the applicant later wishes to make a change.

Added Land Area. As noted in the previous section, the condo property is comprised of several parcels. The previous plan included only the portion of the highlighted parcel that is located on the west side of St. Peters Drive. The .11 acres of the parcel on the west side of St. Peters Drive was not included in the land area calculations, nor was it called out as open space. It appeared to be a separate parcel at the time the Planning Commission made its last recommendation, as shown in Figure 4 below.



The St. Peter's Subdivision was established in 1963, and sometime later, St. Peter's Drive was reconfigured, and presumably, cut through the parcel (previously 300 St. Peters Dr. PPN 59-016-034-00), leaving the .11 acres on the east side of St. Peters.

The applicant has incorporated this acreage in the land area table shown on Sheet C1.0 and has also included it in the open space common element of the proposed condo. This incorporation of added land is not planned to contain any improvements and does not affect the layout or increase the residential density.

Boardwalk Addition. The Planning Commission may recall at the May 11 meeting, there were several public comments related to the lack of pedestrian pathways along Westshore Court. When evaluating the last plan and the absence of pathways, our rationale for not requiring them was due to the Master Plan not addressing connectivity with sidewalks and other pedestrian pathways, however, we typically would recommend pedestrian pathways in circumstances like this because the City may not have another opportunity for such a developer-funded public improvement. It is our understanding that the public's desire for a pedestrian pathway has influenced the applicant to add this improvement to the plan.

The pathway will traverse over the proposed storm improvements and will require a boardwalk over a portion of it. The majority of the pathway is proposed within a public sidewalk easement and is located on private property. The boardwalk details have been provided on Sheets C4.0, C4.1, and C4.2.

Site Plan Review . We reviewed the plan set that contains a last revision date of 11/7/202 pursuant to the requirements Section 24.02 to ensure that the required information was provided relevant to the added land area and pedestrian pathway/boardwalk. We offer the following remarks:

- The boardwalk details for the pedestrian path have been included and reviewed by the City Engineer. The City Engineer's review assumed the details for the boardwalk are preliminary at this point and he has indicate that his final review of the boardwalk details will occur upon final approval by the City Council. Because the boardwalk is proposed as an improvement that will be for public use, the City has an interest in ensuring that the boardwalk design will is consistent with structural requirements. The City Engineer recommends that the boardwalk design details are also reviewed by a structural engineer prior to construction.

The City also may require a financial guarantee to ensure quality completion of the improvements that are for public use. Often this comes in the form of an irrevocable letter of credit, surety bond or cash deposit into an escrow account. We would recommend that the City Council include in their resolution to approve the final condominium plan an agreed-upon date or other timeframe by which the pedestrian pathways must be constructed. If the applicant fails to meet his obligation, the City can then draw on the financial guarantee to fund the cost of the improvement. Section 16.24(6)(d)(iii) allows the City Council to require such a financial guarantee:

The City Council, in its discretion, may require reasonable performance guarantees or assurance deemed satisfactory in the circumstances and authorized by law. Such arrangements shall be conditioned upon faithful compliance with all of the provisions and requirements of the approved final condominium project plan, including any conditions thereto, and construction and placement of all the improvements required thereby. In its discretion,

the City Council may rebate or refund a proportionate share of the amount specified in a performance bond, letter of credit, or other written assurance, based upon the percent or other portion of improvements completed, as verified by the Council.

- An ALTA survey was provided in the plan set considered by the Planning Commission prior to the road reconfiguration. The Planning Commission may request that the applicant provide a survey that shows the inclusion of the triangular land area that is proposed to be added to the condo property. Section 24.02(2) requires that the applicant provide proof of property ownership. The previous ALTA survey that was reviewed did not include the triangular land area proposed to be added.
- The landscaping plan does not include the pedestrian pathway and boardwalk on Westshore Court. It should be revised to include the pathway.

Section 24.03 Site Plan Approval Standards. The site plan approval has been reviewed against the standards that the Planning Commission must met in order to grant site plan approval. We have reviewed the standards as they relate to the proposed changes to the Centre Collective Site Condo plan, and accordingly, we offer the following remarks:

- 1) *Drainage: Site plans shall fully conform with the surface water drainage standards of the County Drain Commission and/or the US Corp of Engineers if applicable.*
- 2) *Traffic: Site plans shall fully conform with the driveway and traffic safety standards of the City, or as may be applicable, the Michigan Department of Transportation and/or the County Road Commission. Proposed traffic control measures (including signs) and proposed street or road names shall also be indicated.*
- 3) *Public Safety: Site plans shall fully conform with the applicable fire safety and emergency vehicle access requirements of the State Construction Code and the International Fire Code. Pedestrian circulation shall be reasonably isolated from the vehicular circulation system.*
- 4) *Erosion: Site plans shall fully conform with the County Soil Erosion and Sedimentation Control Ordinance.*
- 5) *Public Health: Site plans shall fully conform with the requirements of the Michigan Department of Public Health and the Allegan County Health Department.*
- 6) *Compliance: Site plans shall fully conform with all applicable state and federal statutes and City ordinances.*

- 7) *Hazardous Substances Management: The applicant shall demonstrate that reasonable precautions will be taken to prevent hazardous substances from entering the environment*
- 8) *Natural Amenities: The development shall preserve, insofar as practical, the landscape in a natural state by minimizing tree and vegetation removal, topographic modifications and degradation of sensitive environments.*
- 9) *Screening: Loading, unloading areas and trash receptacles shall be adequately screened. (See Article 21 and Section 19.6.6). Exterior lighting shall be arranged so that it is deflected away from adjacent properties and to that it does not impede the vision of traffic along adjacent streets. The site plan shall provide reasonable, visual and sound privacy for all dwelling units located therein or adjacent to the proposed site.*
- 10) *Signs: Site plans shall fully comply with the City Sign Ordinance*

Remarks: The site plan substantially meets the applicable standards, except for the requirement for the property owner to provide proof of property ownership or title commitment regarding the added land area. The Planning Commission may find that this standard *can be met* upon additional information submitted by the applicant.

Section 16.24(7) Standards for Condominium Approval: The Planning Commission's review and recommendation to the City Council will be based on the standards for Condominium Approval, as outlined in Section 16.24(7). We have reviewed the standards against the

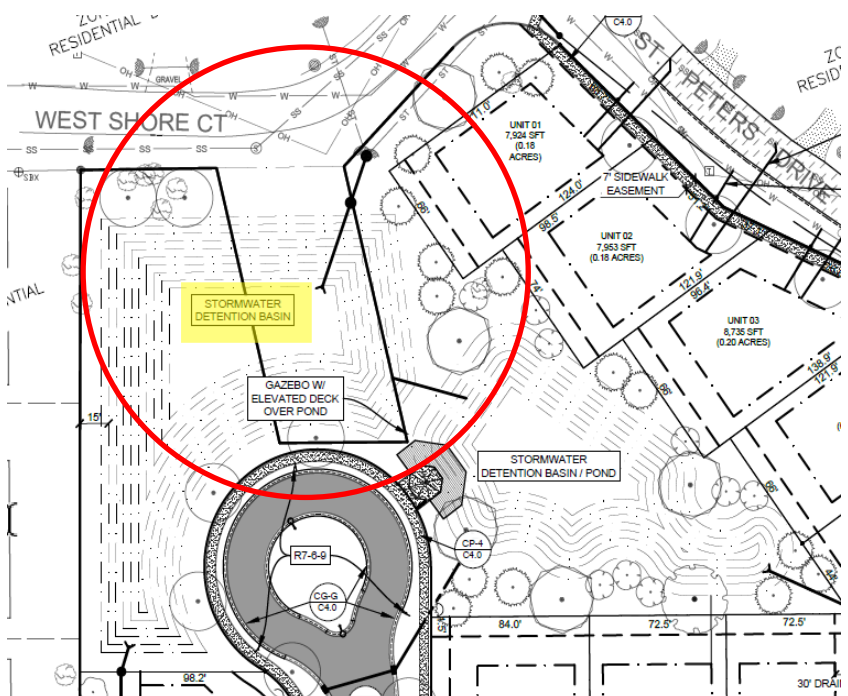
1. *The plan shall satisfy the standards and requirements for site plan approval in Article 19 of this Ordinance, except that if the condominium project is proposed as a Planned Unit Development, subparagraph (b) shall apply, rather than this subparagraph (a). If the condominium project is proposed as a Planned Unit Development, the plan shall satisfy the standards and requirements for approval in Article 27 of this Ordinance.*
- b) *The proposed common elements and maintenance provisions, use and occupancy restrictions, utility systems and streets, project layouts and design, or other aspects of the proposed project, shall comply with all requirements of the Condominium Act or other applicable laws, ordinances or regulations. The Zoning Administrator, City Planner, City Attorney, City Engineer, City Fire Chief, Kalamazoo Lake Sewer and Water Authority, Allegan County Drain Commission or other appropriate persons shall be consulted as necessary to make this determination.*
- c) *Each condominium building shall comply with all applicable provisions of this Ordinance, including, but not limited to, minimum lot area, minimum lot width, required front, side and rear yards, and maximum building height and other minimum provisions of the*

applicable zone district; provided, however, that if a condominium building is located in a planned unit development under Article 27, the City Council, upon recommendation of the Planning Commission, may approve departures or modifications in the requirements stated in this subparagraph (d), under the terms of Section 27.4 of this Ordinance.

- d) If a condominium project is proposed to have public streets, the streets shall be paved and developed to the minimum design, construction, inspection, approval, and maintenance requirements for platted public streets as required by the Allegan County Road Commission.*
- e) Private streets may be permitted to provide access to and throughout a condominium project, subject to the following requirements.*

Remarks: The condominium plan substantially meets the applicable standards. These standards will be applied upon the City Council's review and consideration of the final condominium plan. Some standards *may be met* once the requirements and conditions have been completed.

Plat Vacation and Deed Restrictions. The Planning Commission will recall that the complexity of this development is tied the applicant's need to vacate the Pleasant Street right of way in order to place permanent improvements in that right of way for the benefit of the co-owners of the site condominium. The other property owners in the plat have rights to the right of way and consent must be granted by 100% of the plat owners in order for the City to abandon their interest in improving the right of way and approving the vacation. This process is laid out in the Land Division Act and is being facilitated by the City Attorney. It came to our attention after the Planning Commission's previous approval that the plat contains deed restrictions that require specific dimensions that the current condo plan does not meet. In order for the City Council to approve the final condominium plan, the deed restrictions must be lifted by consent of the plat owners. The applicant has indicated that the consent is "fully executed"



however, this step has not yet been completed as it involves the recording of a document to that effect. This portion of the process is in the hands of the City Attorney and is addressed in a revised condition requiring the plat vacation and lifting of deed restrictions *prior* to the City Council's review.

Recommendation. At the December 14th, 2023 meeting, the Planning Commission will hold a public hearing. Careful consideration should be given to public comments, applicant comments and the memorandums from planning, engineering, and the City Attorney. We also recommend that the Planning Commission carefully review the added conditions (and add any others deemed necessary) in the table below if it is inclined to offer a favorable recommendation to Council for the approval of the final condominium plan.

Existing and Recommended Conditions:

Condition	Addressed?
1. The applicant shall address all conditions required by the City Engineer in the memorandum dated 4/28/2023.	Partially Met
2. The applicant shall work with the Allegan County Drain Commission to satisfy stormwater management design standards and receive approval, prior to the City Council's review of the final condominium plan.	Partially Met
3. The applicant shall work with the City Engineer and DPW as it relates to the implementation of recommended improvements to the signal timing and taper lanes along St. Peters.	Pending
4. The applicant shall adhere to and address any and all recommendations made by the Saugatuck-Douglas Fire Department.	Met
5. The applicant shall insert language into the Master Deed and bylaws regarding the trees proposed trees along the rear yards of lots 13-17 that prohibit their removal unless dead or diseased.	Met
6. Upon approval of the final site condominium plan, the applicant shall submit a final draft of the Master Deed to be reviewed by the City Attorney prior to recordation. The Master Deed shall be recorded prior to the issuance of a zoning permit for any of the units.	Pending
7. The applicant shall provide a construction timeline satisfactory to the City Engineer's recommendations, pertaining to the sequence of grading, installation of storm and utility infrastructure, sidewalks and pedestrian pathways, and landscaping, prior to the City Council's review of the final condominium plan	Met
8. The applicant shall construct individual homes in accordance with the MBO table shown on the approved grading and soil and sedimentation control plan dated 4/26/23.	MBO table provided, revised per approved stormwater design

9. The applicant shall provide the City with a recorded copy of the stormwater maintenance agreement, prior to the issuance of any zoning permits for the construction of individual units.	Pending
10. Upon approval of the final condominium plan by the City Council, the developer shall pay all fees and escrows associated with required permits related to utilities, construction plan review, and inspections.	Pending
11. Upon the City Council's approval of the final condominium plan, the developer shall work with the City Engineer to meet the minimum standards for road design, inspection, approval, and maintenance for all proposed public streets. No construction of road infrastructure is permitted until construction plans are approved by City Engineer.	Pending
12. The applicant shall take the necessary steps to petition for the vacation of the Pleasant Street Right of Way in accordance with the procedures outlined in the Land Division Act. This step is required to be completed concurrently or prior to the City Council's consideration of the final condominium plan approval, or in a manner found satisfactory by the City Attorney	Pending
13. The applicant shall provide an updated ALTA survey which provides assurance that the Section 24.02(2) is met, prior to Council review of final condominium plan.	NEW
14. The applicant shall revise the landscaping plan to include the location of the proposed pedestrian pathway along Westshore Court, prior to Council review of final condominium plan.	NEW
15. The resolution to approve the final condominium plan shall include the requirement for the applicant to post a financial guarantee in an amount determined by the City Engineer to ensure the quality completion of the proposed pedestrian pathways along Westshore Court and St. Peters Drive.	NEW
16. The design details of the boardwalk shall be reviewed and approved by a licensed structural engineer prior to any construction of the pathways.	NEW
17. (added condition)	
18. (added condition)	
19. (added condition)	

As always, please feel free to reach out with any questions.

From: [Rypma, Steven J.](#)
To: [Keast, David](#)
Cc: [Erickson, Philip](#); [City Manager](#); [Anderson, Tricia](#); [Ken Bosma](#); [Cathy North](#); [Jennifer Pearson](#); [Jeffrey Kerr](#); [Bruce Callen](#); [Andy Brooks](#)
Subject: RE: Centre Collective - February 5 Agenda
Date: Tuesday, January 30, 2024 2:57:55 PM
Attachments: [50730656_6.pdf](#)

Dave – please see attached for a copy of the complaint for plat amendment and Pleasant Street vacation, which was filed late last week. Note that this covers both the plat amendment and ROW vacation as referenced in your email. We are also in the process of collecting signatures for the termination of plat restrictions, but as you know we already have preliminary approval from all lot owners as to the release of those restrictions.

All of the legal conditions are in various states of completion and we believe it is entirely appropriate for the City Council to consider a conditional site plan approval at this time. Some of these items will take several months to complete (e.g., the plat amendment) and we have construction and financing timelines that necessitate a conditional site plan approval at this time. We intend to move forward with seeking conditional site plan approval on February 5th and have no objection to these items being conditions that must be fulfilled before the site plan approval can be considered effective. We hope that we can have City staff's support of this approach.

Thanks,

Steve

Steven J. Rypma

HONIGMAN LLP

O 269.337.7842

M 317.504.5740

srypma@honigman.com

This e-mail may contain confidential or privileged information. If you are not the intended recipient, please delete it and notify the sender of the error.

From: Keast, David <DKeast@plunkettcooney.com>

Sent: Tuesday, January 30, 2024 10:35 AM

To: Rypma, Steven J. <SRypma@honigman.com>

Cc: Erickson, Philip <PErickson@plunkettcooney.com>; City Manager <citymanager@douglasmi.gov>; Tricia Anderson <Anderson@williams-works.com>; Ken Bosma <KBosma@preinnewhof.com>; Cathy North <CNorth@DouglasMI.gov>; Jennifer Pearson <Douglas@douglasmi.gov>

Subject: Centre Collective - February 5 Agenda

[EXTERNAL EMAIL]

Good morning, Steven,


Fresh from a rough 24 hours in my recovery, so I will keep this short.

First, we recommend that Centre Collective NOT be included on the February 5 City Council Agenda. Were you to insist upon making a presentation for site plan approval on that date, a recommendation by the City Attorney that City Council “table” the request appears to be necessary. Though promised, the City Attorney has not yet received a copy of a filed Allegan County Circuit Court Complaint complying with the Land Division Act, and particularly MCL 560.221 et seq. Additionally, at this time, the restrictive covenants and private Pleasant Street ROW easement rights that would be inconsistent with the proposed site plan remain.

We agree with you that vacation of the Pleasant Street ROW by the City Council is required by the Land Division Act, but the Act also states that the vacation of the Pleasant Street ROW requires action by BOTH the City Council and the Allegan County Circuit Court. No particular order is specified by the Land Division Act. The City will not speculate concerning the allegations of an unseen Complaint, nor the response of other required Circuit Court action parties. Upon receipt of the filed Complaint we will promptly review, advise our client and, hopefully, be able to provide a favorable recommendation upon presentation to a subsequent City Council meeting.

I have reviewed your revision to the proposed Sidewalk Easement Agreement and have 2 comments. First, as a future Centre Collective HOA is technically not a successor-in-title to the Grantor, I believe there should be a specific reference to the HOA as the party responsible for maintenance, repair and replacement of the sidewalk. Secondly, I request that, dependent upon timing, either the second paragraph of section 6.5 of the proposed Master Deed (currently, limited to Beechwood Way) OR section 6.6 of the Master Deed (future easements) be modified to include the St Peters Drive / West Shore Court sidewalk maintenance responsibilities.

Dave Keast

	David S. Keast
	Plunkett Cooney Attorneys & Counselors at Law T 248.901.4051 C 586.212.5443 bio office vcard web linkedin



MEMORANDUM

DATE: JANUARY 22, 2024

TO: CITY OF THE VILLAGE OF DOUGLAS
ATTN: MS. TRICIA ANDERSON, WILLIAMS & WORKS

FROM: BRUCE A. CALLEN, PE

SUBJECT: CENTRE COLLECTIVE SITE CONDOMINIUM
CONDITIONS OF SITE CONDO APPROVAL

On behalf of KRE West Centre LLC (Mr. Jeffrey Kerr, managing member, Kerr Real Estate LLC), applicant for the above subject project, we hereby submit this response to your December 15, 2023, memorandum addressing the conditions of approval of the Centre Collective Site Condominium.

1. The applicant shall address all conditions required by the City Engineer in the memorandum dated 04/28/2023.

The outstanding items from our April 28, 2023 letter are as follows:

- a. Fire, bullet point 1. It is noted that the roadway was expanded to 28 feet for allowing parking on one side of the street. We note that on the site condominium drawings C 1.0 in the General Notes still notes 24 feet. The dimension on the same sheet in the street does show 28 feet and the cross section on C 4.0 shows 28 feet. The general note should be changed. **This was adequately addressed in the November 7, 2023 drawings submitted in December 14, 2023 PC meeting packet.**

Adequately addressed.

- b. General, item 4. We are not aware that the developer has indicated that the first item in the recommendations to “update the existing signal timing at Blue Star Highway & Center Street, to reflect current clearance interval standards and optimize the signal timing during both peak periods” will be addressed. **See item 3 below.**

Adequately addressed, and described in Item 3.

- b. Drainage & Grading. As previously noted, a review was completed on April 13, 2023 through the ACDC’s office. The developer will need to submit additional information through ACDC to complete that review. **See item 2 below.**

Understood and agreed as described in Item 2 below.

civil engineers

108 East Savidge St.
Spring Lake MI 49456
616.414.5260
callenengineering.com

2. The applicant shall work with the Allegan County Drain Commission to satisfy stormwater management design standards and receive approval, prior to the City Council's review of the final condominium plan. **Construction plan approval was recommended on August 14, 2023 with the exception of that the City and developer must resolve the pond area being proposed in existing right-of-way. Final approval has not been received from ACDC for construction as payment of fees must be paid. Please note that final approval of development will not occur until after construction and items like record drawings, easements, and 433 drainage agreement is received.**

With regard to ACDC approvals, the applicant is of the understanding they have confirmed and paid the balance of fees. Each of the plan review comments presented by the ACDC are addressed in item one above, or pending the right-of-way vacation, which is already in progress.

3. The applicant shall work with the City Engineer and DPW as it relates to the implementation of recommended improvements to the signal timing and taper lanes along St. Peters. **Upon further review of the traffic impact study (TIS) completed by Fleis & Vandenbrink dated December 1, 2022, we feel that this phase of the development will provide minimal impacts to the roadway network. We would recommend that the City require an updated TIS when reviewing any additional phases of this project (i.e. the Commercial portion on Center Street). Current signal timing permits were not included in the appendix of the report, but it was suggested that the City review the existing signal timing at Blue Star Highway and Center Street to verify it meets current standards for red, yellow and pedestrian clearance intervals.**

As it relates to the signal timing, please refer to the above referenced letter from Ken Bosma, dated January 2, 2024.

4. Upon approval of the final site condominium plan, the applicant shall submit a final draft of the Master Deed to be reviewed by the City Attorney prior to recordation. The Master Deed shall be recorded prior to issuance of a zoning permit for any of the units. **Please note that ACDC will also need to review the Master Deed language prior to recording.**

The City attorney is in possession of the most current version of the Master Deed. The applicant will submit a final version before recording.

5. The applicant shall construct individual homes in accordance with the MBO table shown on the approved grading and soil and sedimentation control plan dated 4/26/23. **Please note that this table was updated in the November 7, 2023 drawings. ACDC's final construction plan approval is based on drawings dated August 14, 2023; this table is similar to April 26, 2023 drawings. The developer will need to address why the changes were made and certify to the elevations.**

The MBO table (see previous comments) is provided in this submittal within the plan set on sheets C1.0 and C2.0. We certify to the updated plans as submitted. We acknowledge that individual homes will be constructed in accordance with the final approved MBO table.

6. The applicant shall provide the City with a recorded copy of the stormwater maintenance agreement, prior to the issuance of any zoning permits related to utilities, construction plan

review, and inspections. **Please note that this document is prepared by ACDC's attorney. Normally this is completed by ACDC after stormwater management system construction is completed. If the City wishes to have prior, exhibits and title work will need to be provided to ACDC to get the documents prepared.**

Per Ken Bosma's letter, dated January 2, 2024, the stormwater maintenance agreement is to be prepared by the ACDC's attorney, typically following construction of the stormwater management system.

- 7: Upon approval of the final condominium plan by the City Council, the developer shall pay all fees and escrows associated with required permits related to utilities, construction plan review, and inspections. **Applicable to City.**

The applicant acknowledges the requirement to pay the fees and escrows. It is the applicant's understanding the fees and escrows have been paid and the accounts are in good standing. If this is not the case, the applicant wishes to be advised as to the balance so they remain in good standing.

8. Upon the City Council's approval of the final condominium plan, the developer shall work with the City Engineer to meet the minimum standards for road design, inspection, approval, and maintenance for all proposed public streets. No construction of road infrastructure is permitted until construction plans are approved by the City Engineer. **More information is still needed. C3.0 of the November 7, 2023 drawings does not have enough profile showing as it stops at station 4 which is well short of the cul-de-sac.**

We revised the plan to add an additional plan sheet that provides a full alignment of the roadway, including the cul-de-sac. Beachwood Way plan and profile is now provided as Sheet C3.0, and the utility and storm profiles renumbered to follow. The plans have been updated to reflect the current engineering review comments, and are provided in this submittal for review.

9. The applicant shall take the necessary steps to petition for the vacation of the Pleasant Street Right of Way in accordance with the procedures outlined in the Land Division Act. This step is required to be completed **concurrently or prior to the City Council's consideration of the final condominium plan** approval, or in a manner found satisfactory by the City Attorney.

We are preparing a petition that will be submitted to the Allegan County Circuit Court to complete the vacation concurrently with site plan approval. A ROW vacation application is included in this submittal.

10. The applicant shall adhere to and address any and all recommendations made by the Saugatuck-Douglas Fire Department.

The site plan reflects all plan review comments received by the SDFD to date. We understand there are no pending review items that remain unaddressed.

11. The applicant shall provide an updated ALTA survey which provides assurance that Section 24.02(2) is met, prior to the issuance of a zoning permit.

We acknowledge your request for an updated ALTA. An updated ALTA will be provided prior to the issuance of zoning permit(s).

12. The applicant shall revise the landscaping plan to include the location of the proposed pedestrian pathway along Westshore Court, prior to the Council review of the final condominium plan.

The landscape plan has been updated to reflect the proposed pedestrian walkway.

13: The resolution to approve the final condominium plan shall include the requirement for the applicant to post a financial guarantee in an amount determined by the City Engineer to ensure the quality completion of the proposed pedestrian pathways along Westshore Court and St Peters Drive. **Based on the design shown in the November 7, 2023 drawings, the construction amount is estimated at \$160,000.**

The applicant acknowledges the requirement for surety in an amount yet to be determined by the city engineer, to ensure the quality completion of the pedestrian pathway along W. Shore Court.

14: The applicant shall engage a licensed structural engineer to review and approve the design details of the boardwalk and provide a copy of the report to the City, before any construction of the pathways. **The review shall verify the loading noted on C4.1 of the November 7, 2023 is met. The structural engineer will need to sign and seal the drawings.**

A licensed structural engineer is already under contract to review and approve the design details of the boardwalk, and provide a copy of the report to the City prior to its construction. We understand the signed and sealed acknowledgement is not required prior to approval and construction of the remaining site construction items.

15. The applicant shall bring his escrow account into good standing per the Escrow Policy adopted by the City Council in Resolution 01-2023, prior to any further review of the proposed condo development, and prior to the City Council's consideration of the final site condominium plan and proposed plat vacation of the Pleasant Street Right of Way.

The applicant acknowledges the requirement to bring their escrow account into good standing.

16: The applicant shall draft an easement agreement for the pedestrian pathways for review by the City Attorney, prior to the City Council's consideration of the final condominium plan. **We recommend that our office also review this along with the proposed exhibit showing the area to be included.**

The draft pedestrian pathway easement agreement and easement exhibit are included in this submittal.

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF ALLEGAN

KRE West Centre LLC,

Plaintiff,

vs.

Civil Action No.

Hon.

COMPLAINT TO REVISE PLAT

The CITY of the VILLAGE of DOUGLAS, a municipality, SUSAN CORBIN, Director of Michigan's Department of Labor and Economic Opportunity, DENISE MEDEMER, the Allegan County Drain Commissioner, CRAIG ATWOOD, Managing Director of the Allegan County Road Commission; KALAMAZOO LAKE SEWER AND WATER AUTHORITY, a non-taxing sewer and water authority; TIMOTHY A. HOFFMAN TRUST dated January 10, 1996; OLAF HUEBNER and JESSICA HUEBNER, trustees of the Olaf and Jessica Huebner Trust u/a/d January 8, 2021; HENRY C. ZAVISLAK and LYNN E. ZAVISLAK, trustees of the Henry C. and Lynn E. Zavislak Trust u/a/d April 20, 2017; CRAIG W. WIGLEY and JULIE G. WIGLEY, Trustees of the Craig W. and Julie G. Wigley Joint Living Trust u/a/d August 12, 2020; 6467 PROPERTIES, LLC, a Michigan limited liability company; ALEXANDER and JUDITH BARDE, husband and wife; HENRY STEGENGA TRUST; ZURUCK GEBEN, LLC, a Michigan limited liability company; DUTCHESS HOLDINGS, LLC, a Michigan limited liability company; 48 HAMILTON, LLC, a Michigan limited liability company; PAUL J. BRADLEY, BISHOP OF THE ROMAN CATHOLIC DIOCESE OF KALAMAZOO, MICHIGAN, AND HIS SUCCESSORS IN OFFICE, IN TRUST FOR ST. PETER PARISH DOUGLAS, MICHIGAN; LAKE MICHIGAN CREDIT UNION, a Credit Union organized and existing under the laws of the State of Michigan; and RUOFF MORTGAGE COMPANY, INC., an Indiana corporation,

Defendants.

/

Scott R. Sikkenga (P51492)
HONIGMAN LLP
650 Trade Centre Way, Suite 200
Kalamazoo, MI 49002
ssikkenga@honigman.com
Attorneys for Plaintiff

COMPLAINT TO REVISE PLAT

Plaintiff KRE West Centre LLC (“Plaintiff” or “KRE”) through its undersigned counsel, brings its Complaint to Revise Plat as follows:

I. NATURE OF THE ACTION

1. Plaintiff brings this Complaint pursuant to the Subdivision Control Act of 1967, P.A., 1967 No. 288, as amended, MCL 560.101 *et seq.* (now known as the Land Division Act), to revise the plat of St. Peter’s Subdivision, City of the Village of Douglas, Allegan County, Michigan recorded in Liber 9 of Plats, Page 16, Allegan County Records (the “Plat”), to vacate Pleasant Street, as shown on said Plat, and to vest title in the vacated Pleasant Street in the name of Plaintiff as the owner of the lots abutting Pleasant Street.

II. PARTIES, JURISDICTION, AND VENUE

2. Plaintiff is the owner of the lots abutting Pleasant Street, as shown on the recorded Plat and is, therefore, authorized to bring this action pursuant to MCL 560.222.

3. Because the subdivision covered by the Plat is located in the City of the Village of Douglas, the City of the Village of Douglas is a party required to be named as a defendant in this proceeding pursuant to MCL 560.224a(1)(b).

4. Susan Corbin, the Director of the Michigan Department of Labor and Economic Growth is a party required to be named as a defendant in this proceeding pursuant to MCL 560.224a(1)(c).

5. Because the subdivision covered by the Plat is located in Allegan County, Denise Medemer, the Allegan County Drain Commissioner is required to be named as a defendant in this proceeding pursuant to MCL 560.224a(1)(d).

6. Also, because the subdivision covered by the Plat is located in Allegan County, Craig Atwood, the Managing Director of the Allegan County Road Commission is required to be named as a defendant in this proceeding pursuant to MCL 560.224a(1)(d).

7. Because the Kalamazoo Lake Sewer and Water Authority (“KLSWA”) is an Authority established under the provisions of Act 233, Public Acts of Michigan, 1955, as amended, and is a public utility which has sewer and water installations or equipment in the Land and/or a recorded easement or franchise right which may be affected by these proceedings, KLSWA is required to be named as a defendant in this proceeding pursuant to MCLA 560.224a(1)(e).

8. The owners of record title for each lot or parcel of land included in or located within 300 feet of the portions of the Plat to be revised are identified on the list attached hereto as Exhibit A (“Owners”) and in the caption. Each of them is required to be named as a defendant in this proceeding pursuant to MCL 560.224a(1)(a). The aforementioned lots or parcels are shown on the drawing attached hereto as Attachment 1 to Exhibit A.

9. The “persons of record” claiming under the Owners are identified on the list attached hereto as Exhibit B and in the caption. Each of them is required to be named as a defendant in this proceeding pursuant to MCL 560.224a(1)(a).

10. This Court has jurisdiction to vacate, correct or revise all or part of a recorded plat pursuant to MCL 560.221.

11. Venue is proper in this Court because the subdivision covered by the Plat is located in Allegan County.

III. COUNT I – ACTION TO REVISE PLAT

12. The preceding paragraphs of the Complaint are incorporated by reference as if set forth in full in this paragraph.

13. Plaintiff seeks an order from the Court revising the Plat to vacate Pleasant Street and to vest title in the vacated Pleasant Street in the name of Plaintiff as the owner of the lots abutting Pleasant Street.

14. Pleasant Street is what is known as a “paper street” meaning that it was designated as a street on the Plat, but it has never been paved or otherwise developed.

15. Pleasant Street is also a “dead end” street, in that it runs from West Shore Court into an unplatted parcel owned by Plaintiff. Plaintiff also owns Lots 10, 11 and 12 in the Plat, which are all of the lots in the Plat that abut Pleasant Street. Therefore, even if Pleasant Street were paved and improved in the future, it would not connect West Shore Court to any other street or right of way, nor would it serve any property other than the property owned by Plaintiff.

16. The area currently designated by the Plat as Pleasant Street and being sought to be vacated by this action, will be utilized for stormwater drainage for a new residential project being developed by Plaintiff, to be known as the Centre Collective Site Condominium.

17. The vacation and subsequent development of Pleasant Street in conjunction with the Centre Collective project will activate and beautify a long dormant and unused parcel, as well as eliminate an unnecessary roadway and reduce vehicular traffic in a dense, residential area with a high degree of pedestrian activity.

18. Upon information and belief, all property owners within the Plat have expressed consent and support for vacating Pleasant Street.

19. The vacated area at issue is further identified by the sketch and legal description attached hereto as Exhibit C.

20. Concurrently with the filing of this lawsuit, Plaintiff is pursuing a resolution from the City Council of the City of the Village of Douglas that will vacate Pleasant Street as a public right of way.

21. Upon information and belief, there are no easements in favor of public utilities in the portion of Pleasant Street at issue.

22. Plaintiff seeks a judgment revising the Plat of St. Peter's Subdivision, Village of Douglas, Saugatuck Township, Allegan County, Michigan to reflect that Pleasant Street has been vacated (see proposed Judgment attached as Exhibit D).

WHEREFORE, Plaintiff respectfully requests this Court enter the proposed judgment as contemplated in attached Exhibit D, and grant such additional relief as the Court deems just and proper.

Dated: January 25, 2024

Respectfully submitted,

HONIGMAN LLP
Attorneys for Plaintiff

By: /s/ Scott R. Sikkenga
Scott R. Sikkenga (P51492)
650 Trade Centre Way
Suite 200
Kalamazoo, MI 49002
(269) 337-7772

EXHIBIT A
COMPLAINT TO REVISE PLAT

PROPERTY OWNERS WITHIN 300 FEET OF EASEMENT AREAS TO BE VACATED

PARCEL NO.	TAX PARCEL NO.	OWNER OF RECORD TITLE
1	59-750-001-00	Paul J. Bradley, Bishop of the Roman Catholic Diocese of Kalamazoo, Michigan, and his Successors in office, in Trust for St. Peter Parish Douglas, Michigan (per assessment records)
2	59-750-002-00	Timothy A. Hoffman Trust dated January 10, 1996
3 and 4	59-750-003-00 and 59-750-004-00	Olaf Huebner and Jessica Huebner, Trustees of the Olaf and Jessica Huebner Trust u/a/d January 8, 2021
5	59-750-005-00	Henry C. Zavislak and Lynn E. Zavislak, Trustees of the Henry C. and Lynn E. Zavislak Trust u/a/d/ April 20, 2017
6	59-750-006-00	Craig W. Wigley and Julie G. Wigley, Trustees of the Craig and Julie Wigley Joint Living Trust u/a/d August 12, 2020
7 and 8	59-750-007-00 and 59-750-008-00	6467 Properties, LLC
9	59-750-009-00	Alexander Barde and Judith Barde, husband and wife
N/A	59-650-003-00	Henry Stegenga Trust
N/A	59-650-004-00	Zuruck Geben LLC
N/A	59-650-005-00 and 59-650-006-00	Dutchess Holdings LLC
N/A	59-650-006-10	48 Hamilton LLC

**ATTACHMENT 1 TO EXHIBIT A
COMPLAINT TO REVISE PLAT**

See attached.

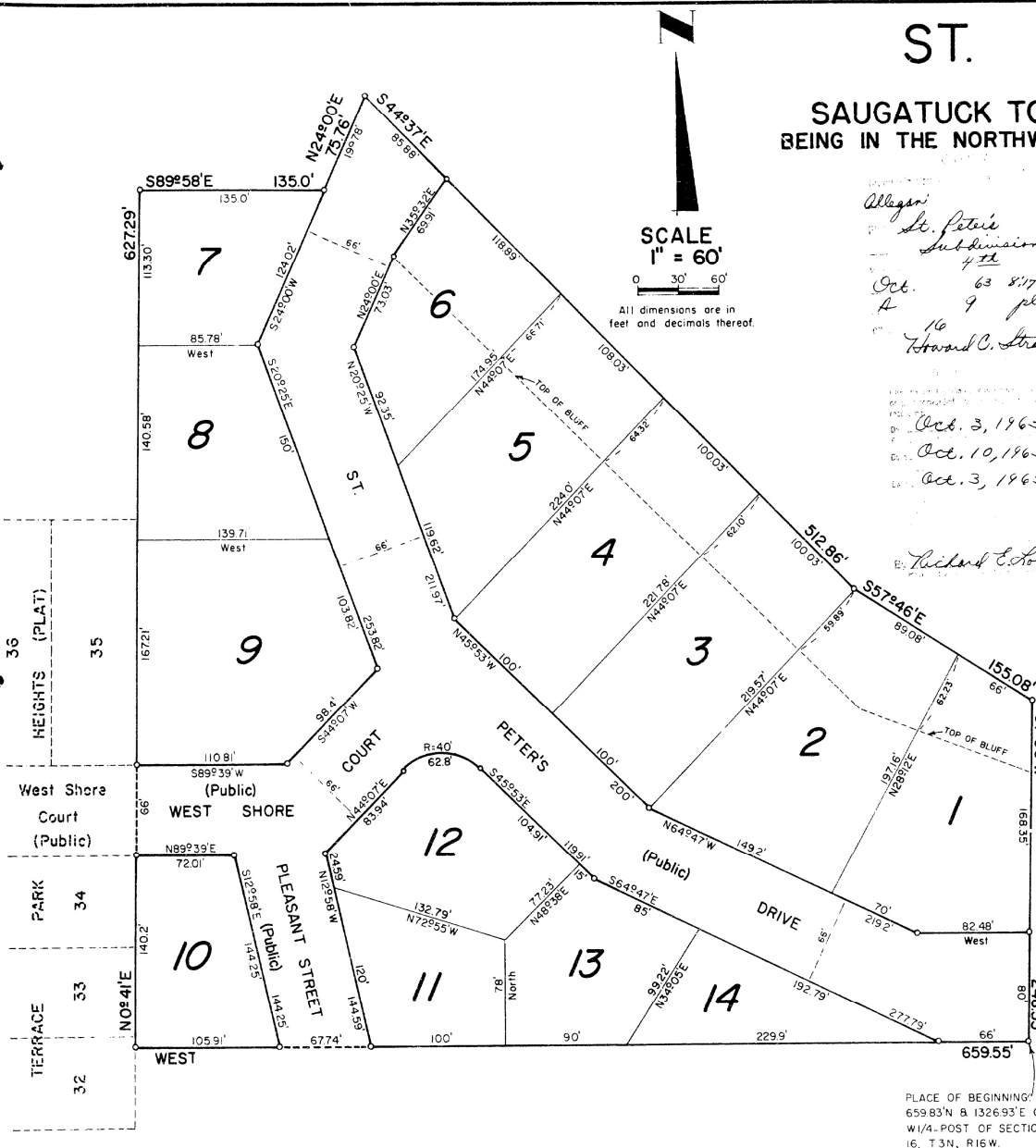
ST. PETER'S SUBDIVISION

VILLAGE OF DOUGLAS

SAUGATUCK TOWNSHIP, ALLEGAN COUNTY, MICHIGAN

BEING IN THE NORTHWEST 1/4 of SECTION-16, TOWN 3 NORTH, RANGE 16 WEST

Item 8G.



SCALE
1" = 60'

All dimensions are in feet and decimals thereof.

Allegan
St. Peter's
Subdivision
4th
Oct. 63 8:17
A 9 plate
10
Howard C. Strand

Oct. 3, 1963
Oct. 10, 1963
Oct. 3, 1963

Richard E. Hansen

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE MOST REVEREND ALLEN J. BARCOCK, ROMAN CATHOLIC BISHOP OF GRAND RAPIDS, MICHIGAN OWNER IN TRUST FOR ST. PETER'S CHURCH DOUGLAS, MICHIGAN, AS PROPRIETOR, HAVE CAUSED THE LAND EMBRACED IN THE ANNEXED PLAT TO BE SURVEYED, LAID OUT AND PLATTED TO BE KNOWN AS ST. PETER'S SUBDIVISION, VILLAGE OF DOUGLAS, SAUGATUCK TOWNSHIP, ALLEGAN COUNTY, MICHIGAN, BEING IN THE NORTHWEST 1/4 OF SECTION-16, TOWN 3 NORTH, RANGE 16 WEST, AND THAT WEST SHORE COURT, PLEASANT STREET AND ST. PETER'S DRIVE AS SHOWN ON SAID PLAT ARE PUBLIC. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

Mary C. Drozdowski
WARY C. DROZDOWSKI
ALICE A. SAVAGE
STATE OF MICHIGAN
COUNTY OF KENT

Allen J. Barcock (L.S.)
THE MOST REVEREND ALLEN J. BARCOCK, ROMAN CATHOLIC BISHOP OF GRAND RAPIDS.

ACKNOWLEDGMENT

ON THIS 30th DAY OF October, A.D. 1963 BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME THE ABOVE NAMED MOST REVEREND ALLEN J. BARCOCK, ROMAN CATHOLIC BISHOP OF GRAND RAPIDS, MICHIGAN OWNER IN TRUST FOR ST. PETER'S CHURCH DOUGLAS, MICHIGAN, KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE ABOVE DEDICATION AND ACKNOWLEDGED THE SAME TO BE THEIR FREE ACT AND DEED.

JAMES FELLOWS
Notary Public, Kent County, Michigan
My Commission Expires July 9, 1966

James L. Fellows
JAMES L. FELLOWS
NOTARY PUBLIC

DESCRIPTION OF LAND PLATTED

THE LAND EMBRACED IN THE ANNEXED PLAT OF ST. PETER'S SUBDIVISION, VILLAGE OF DOUGLAS, SAUGATUCK TOWNSHIP, ALLEGAN COUNTY, MICHIGAN, BEING IN THE NORTHWEST 1/4 OF SECTION-16, TOWN 3 NORTH, RANGE 16 WEST, AND FURTHER DESCRIBED AS FOLLOWS: BEGINNING 659.83-FOOT NORTH AND 1326.93-FOOT EAST OF THE WEST 1/4-POST OF SECTION-16, TOWN 3 NORTH, RANGE 16 WEST, THENCE WEST 659.55-FOET, THENCE N0°-41'E 627.29-FOET, THENCE S89°-58'E 135.0-FOET, THENCE N24°-00'E 75.76-FOET, THENCE S44°-37'E 512.86-FOET, THENCE S57°-46'E 155.08-FOET, THENCE S1°-06'W 248.35-FOET TO PLACE OF BEGINNING, BEING 14 LOTS NUMBERED 1 THRU 14 INCLUSIVE.

CERTIFICATE OF MUNICIPAL APPROVAL

THIS PLAT WAS APPROVED BY THE VILLAGE COUNCIL OF DOUGLAS OF SAUGATUCK TOWNSHIP AT A MEETING HELD June 3, 1963, AND IS IN COMPLIANCE WITH SECTION 19A AND THAT THE WIDTH OF LOTS CONFORMS WITH REQUIREMENTS OF SECTION 30, ACT 172 OF 1929, AS AMENDED.

Howard C. Schultz
HOWARD C. SCHULTZ
CLERK

COUNTY TREASURER'S CERTIFICATE RELATING TO TAXES

(SEC. 135, ACT 206, 1893, AS AMENDED -- SEC. 211, 135, C.L. 1948)

I HEREBY CERTIFY, THAT THERE ARE NO TAX LIENS OR TITLES HELD BY THE STATE ON LANDS DESCRIBED HEREON AND THAT THERE ARE NO TAX LIENS OR TITLES HELD BY INDIVIDUALS ON SAID LANDS FOR THE FIVE YEARS PRECEDING THE DATE OF THIS OFFICE. 1963, AND THAT THE TAXES FOR SAID PERIOD OF FIVE YEARS ARE PAID AS SHOWN BY THE RECORDS OF THIS OFFICE.

Eva M. Colvin
EVA M. COLVIN
COUNTY TREASURER

CERTIFICATE OF APPROVAL BY COUNTY BOARD

THIS PLAT WAS APPROVED ON THE 10th DAY OF October, 1963, BY THE ALLEGAN COUNTY BOARD.

Howard C. Strandt
HOWARD C. STRANDT, REGISTER OF DEEDS
ESTHER WARNER HETTINGER, COUNTY CLERK

James Boyce
JAMES BOYCE, COUNTY TREASURER
OSCAR ZIMMERMAN, DRAIN COMMISSIONER

ATTORNEY'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE LAND ENCLOSED IN THIS PLAT FROM GOVERNMENT GRANT TO 8:00 A.M. ON 10/10/1963, AND FIND NO OUTSTANDING INTERESTS INCLUDING MINERAL RIGHTS OTHER THAN BY THE PROPRIETOR WHO HAS EXECUTED THE DEDICATION HEREON.

John B. Nahan
JOHN B. NAHAN
ATTORNEY

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT HEREON DELINEATED IS A CORRECT ONE AND THAT PERMANENT METAL MONUMENTS CONSISTING OF BARS NOT LESS THAN ONE-HALF INCH IN DIAMETER AND 36-INCHES IN LENGTH, ENCASED IN A CONCRETE CYLINDER AT LEAST 4-INCHES IN DIAMETER AND 36-INCHES IN DEPTH HAVE BEEN PLACED AT POINTS MARKED THUS (o) AS THEREON SHOWN AT ALL ANGLES IN THE BOUNDARIES OF THE LAND PLATTED.

Donald A. Ratekin
DONALD A. RATEKIN, REGISTERED CIVIL ENGINEER
MICHIGAN REGISTRATION NUMBER 8781

EXHIBIT B
COMPLAINT TO REVISE PLAT

“PERSONS OF RECORD” CLAIMING UNDER THE OWNERS

PARCEL NO.	TAX PARCEL NO.	MORTGAGOR
2	59-750-002-00	Ruoff Mortgage Company, Inc.
9	59-750-009-00	
6	59-750-006-00	Lake Michigan Credit Union

EXHIBIT C
COMPLAINT TO REVISE PLAT

AFFECTED LAND WITHIN 300 FEET OF EASEMENT AREAS TO BE VACATED

See attached

DESCRIPTION

DESCRIPTION OF LAND TO BE VACATED (PLEASANT STREET)
COMMENCING AT THE NORTHWEST CORNER OF LOT 10, ST. PETER'S SUBDIVISION, VILLAGE OF DOUGLAS, SAUGATUCK TOWNSHIP, ALLEGAN COUNTY, MICHIGAN;
THENCE NORTH 89°39'00" EAST A DISTANCE OF 72.01 FEET ALONG THE NORTH LINE OF SAID LOT 10 TO THE NE CORNER OF LOT 10;
THENCE SOUTH 12°58'00" EAST A DISTANCE OF 144.25 FEET ALONG THE EAST LINE OF SAID LOT 10, SAID LINE ALSO THE WEST LINE OF PLEASANT STREET;
THENCE SOUTH 90°00' EAST A DISTANCE OF 67.74 FEET ALONG THE SOUTH LINE OF PLEASANT STREET TO THE SOUTHWEST CORNER OF LOT 11;
THENCE NORTH 12°58' WEST A DISTANCE OF 144.59 FEET ALONG THE WEST LINE OF SAID LOT 11 AND LOT 12, SAID LINE IS ALSO THE EAST LINE OF PLEASANT STREET;
THENCE SOUTH 89°45'34" WEST A DISTANCE OF 67.66 FEET TO THE POINT OF BEGINNING.
CONTAINS ±9,533 SQ FT ±0.219 ACRES



ALTERATION OF ANY PART OF THIS DOCUMENT WITHOUT THE PERMISSION OF LAKE MICHIGAN SURVEYING, LLC IS PROHIBITED.

NICHOLAS J BATTJES
Professional Surveyor No. 65041

CLIENT:
KRE West Centre LLC


LOCATION:
St. Peter's Subdivision
Douglas, MI 49406
Allegan County
Liber 9, Page 16
Allegan County Records



Lake Michigan Surveying LLC
108 E Savidge St
Spring Lake, MI 49456
(616) 843-7599
www.lakemichigansurveying.com

DWN. NJB	DATE 01/15/2024	FILE NO. 2022096
CK. NJB	FLD. BK. PG.	SHEET 2 OF 2

Lake Michigan Surveying, LLC
108 E Soudige St
Spring Lake, MI 49456
(616) 843-7599
www.lakemichigansurveying.com

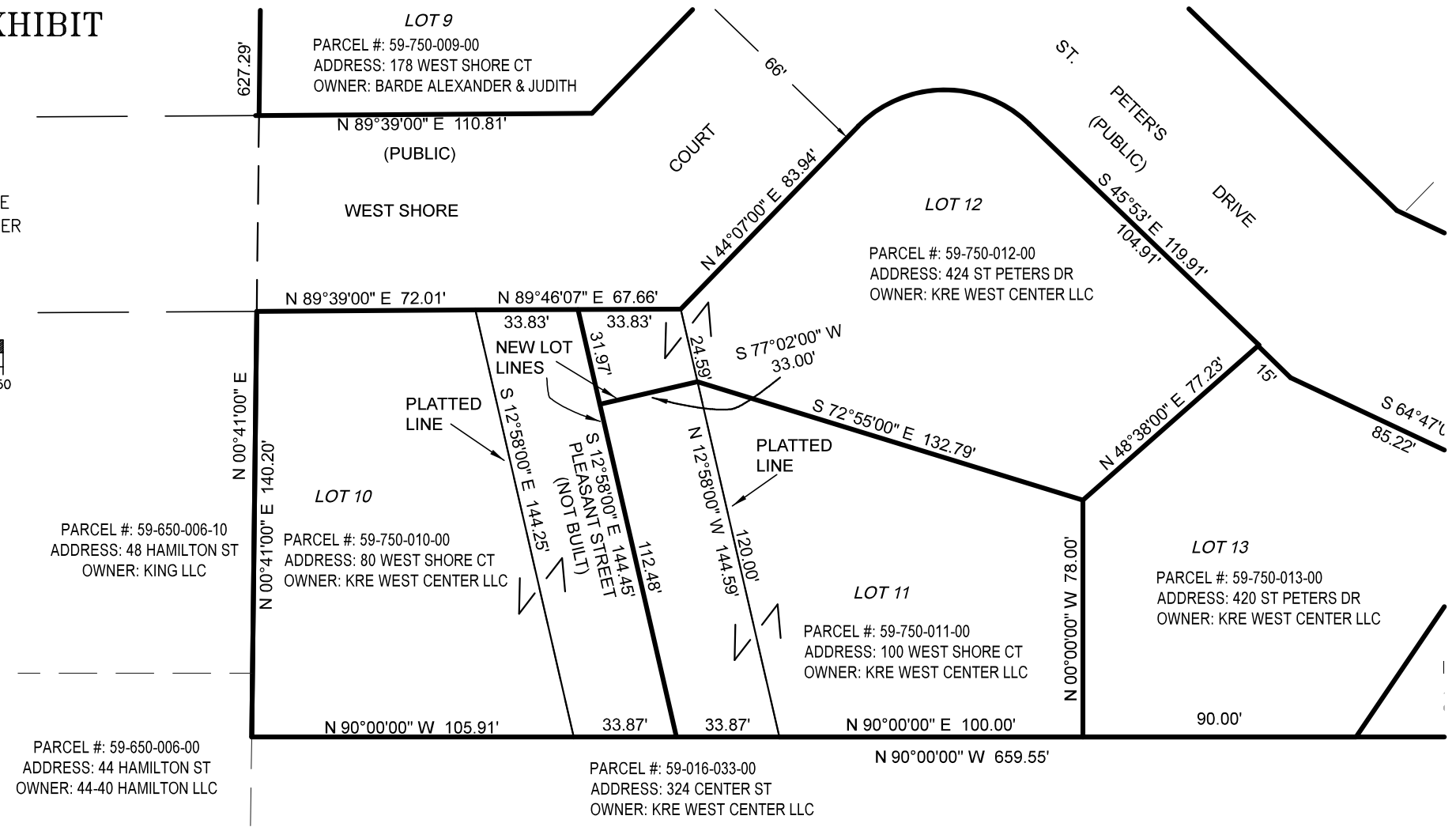
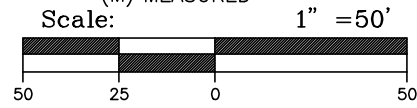


SPACE RESERVED FOR REGISTER OF DEEDS

VACATION EXHIBIT

Legend

- IRON SET
- IRON FOUND
- ⊙ MONUMENT FOUND
- ▲ NAIL SET
- △ NAIL FOUND
- SET WOOD LATH ON LINE
- ⊕ GOVERNMENT 1/4 CORNER
- SECTION CORNER
- ⊕ CENTER 1/4 CORNER
- (R) RECORD
- (M) MEASURED



NICHOLAS J BATTJES
Professional Surveyor No. 65041



ALL MEASUREMENTS SHOWN ARE ACCORDING TO THE PLAT THEREOF
AND NOT TO BE CONFUSED WITH FIELD MEASUREMENTS.

ALTERATION OF ANY PART OF THIS DOCUMENT WITHOUT THE
PERMISSION OF LAKE MICHIGAN SURVEYING, LLC IS PROHIBITED.

CLIENT: KRE West Centre LLC		
LOCATION: St. Peter's Subdivision Douglas, MI 49406 Allegan County Liber 9, Page 16 Allegan County Records		
DWN. NJB	DATE 01/15/2024	FILE NO. 2022096
CK. NJB	FLD. BK. xxx PG. xxx	SHEET 1 OF 2

EXHIBIT D
COMPLAINT TO REVISE PLAT

PROPOSED JUDGMENT TO REVISE PLAT

See attached.

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF ALLEGAN

KRE West Centre LLC,

Plaintiff,

vs.

Civil Action No.

Hon.

The CITY of the VILLAGE of DOUGLAS, a municipality, SUSAN CORBIN, Director of Michigan's Department of Labor and Economic Opportunity, DENISE MEDEMER, the Allegan County Drain Commissioner, CRAIG ATWOOD, Managing Director of the Allegan County Road Commission; KALAMAZOO LAKE SEWER AND WATER AUTHORITY, a non-taxing sewer and water authority; TIMOTHY A. HOFFMAN TRUST dated January 10, 1996; OLAF HUEBNER and JESSICA HUEBNER, trustees of the Olaf and Jessica Huebner Trust u/a/d January 8, 2021; HENRY C. ZAVISLAK and LYNN E. ZAVISLAK, trustees of the Henry C. and Lynn E. Zavislak Trust u/a/d April 20, 2017; CRAIG W. WIGLEY and JULIE G. WIGLEY, Trustees of the Craig W. and Julie G. Wigley Joint Living Trust u/a/d August 12, 2020; 6467 PROPERTIES, LLC, a Michigan limited liability company; ALEXANDER and JUDITH BARDE, husband and wife; HENRY STEGENGA TRUST; ZURUCK GEBEN, LLC, a Michigan limited liability company; DUTCHESS HOLDINGS, LLC, a Michigan limited liability company; 48 HAMILTON, LLC, a Michigan limited liability company; PAUL J. BRADLEY, BISHOP OF THE ROMAN CATHOLIC DIOCESE OF KALAMAZOO, MICHIGAN, AND HIS SUCCESSORS IN OFFICE, IN TRUST FOR ST. PETER PARISH DOUGLAS, MICHIGAN; LAKE MICHIGAN CREDIT UNION, a Credit Union organized and existing under the laws of the State of Michigan; and RUOFF MORTGAGE COMPANY, INC., an Indiana corporation,

Defendants.

JUDGMENT TO REVISE PLAT

Scott R. Sikkenga (P51492)
 Honigman LLP
 650 Trade Centre Way, Suite 200
 Kalamazoo, MI 49002
ssikkenga@honigman.com
Attorneys for Plaintiff

JUDGMENT TO REVISE PLAT

The Court, having reviewed the Complaint to Revise Plat and having taking notice that all Defendants have been served with the Complaint, no Defendants having filed Answers or other Responsive Pleadings, certain Defendants having entered consents to the entry of the Judgment, and defaults having been entered against the remaining Defendants, hereby enters this Judgment:

For the reasons set forth in the Plaintiff's Complaint to Revise Plat and pursuant to this Court's authority under the Subdivision Control Act of 1967, P.A., 1967 No. 288, as amended, MCL 560.101 *et seq.* (now known as the Land Division Act),

NOW THEREFORE, IT IS HEREBY ORDERED THAT:

1. Pleasant Street as shown on the plat of St. Peter's Subdivision, City of the Village of Douglas, Allegan County, Michigan recorded in Liber 9 of Plats, Page 16, Allegan County Records (the "Plat"), is hereby vacated.
2. Title to the vacated Pleasant Street is vested in the name of Plaintiff KRE West Centre LLC as the owner of Lots 10, 11 and 12 abutting Pleasant Street consistent with the drawing attached hereto as Exhibit 1, subject to entry of a resolution or similar action by the City of the Village of Douglas vacating Pleasant Street as a public right of way.
3. This Judgment shall be recorded to provide record notice of the terms and conditions of this Judgment.

4. This is a final order and closes this case.

Dated: _____, 2024

HONORABLE
Allegan County Circuit Court Judge

EXHIBIT 1
JUDGMENT TO REVISE PLAT

See attached.

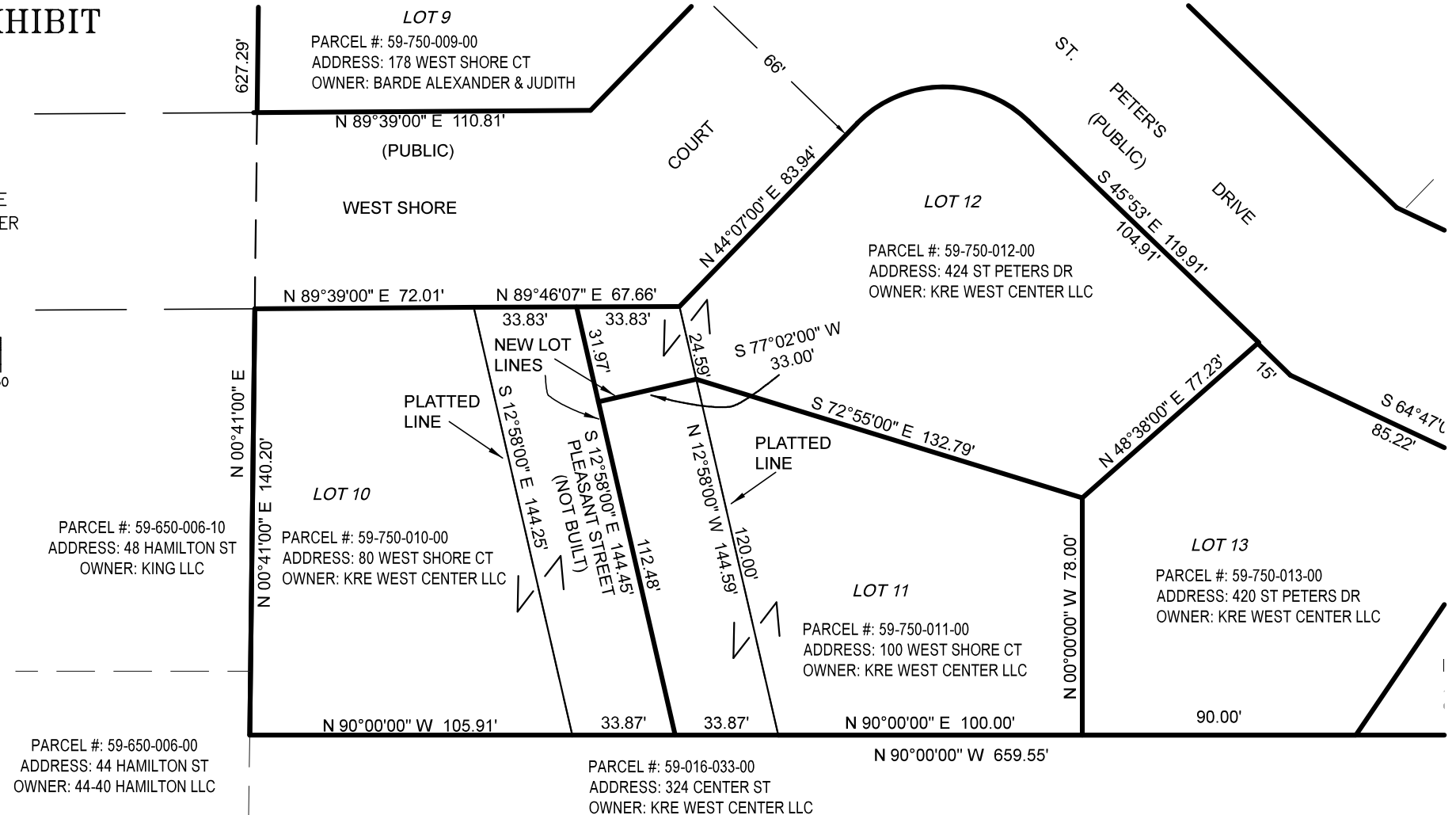
SPACE RESERVED FOR REGISTER OF DEEDS

Legend

- IRON SET
- IRON FOUND
- ◎ MONUMENT FOUND
- ▲ NAIL SET
- △ NAIL FOUND
- SET WOOD LATH ON LINE
- ⊕ GOVERNMENT 1/4 CORNER
- SECTION CORNER
- ⊕ CENTER 1/4 CORNER
- (R) RECORD
- (M) MEASURED

Scale: 1" = 50'

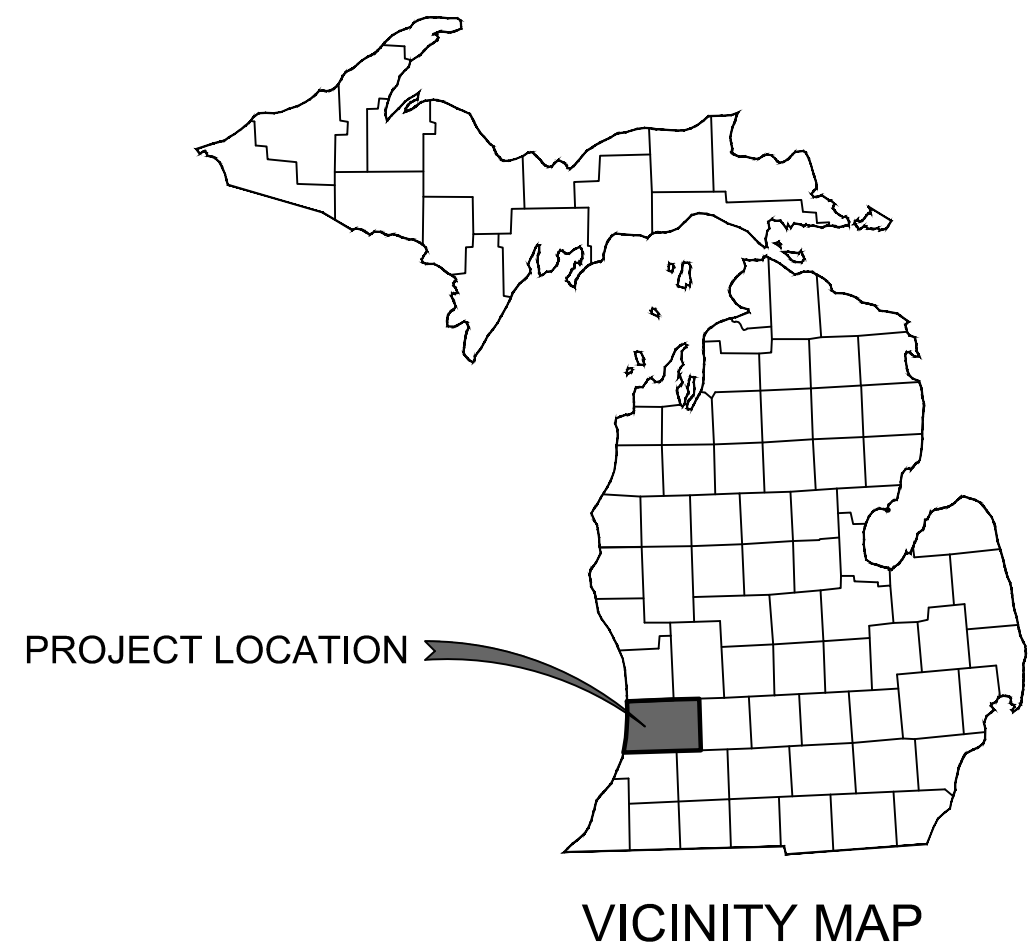
A horizontal scale bar with a black top line and a red bottom line. The top line has tick marks at 50, 25, 0, and 50. The bottom line has tick marks at 50, 25, 0, and 50. The segments between 50 and 25, and between 0 and 50, are shaded black. The segment between 25 and 0 is white.



ALTERATION OF ANY PART OF THIS DOCUMENT WITHOUT THE
PERMISSION OF LAKE MICHIGAN SURVEYING, LLC IS PROHIBITED.

CLIENT:			
KRE West Centre LLC			
LOCATION:			
St. Peter's Subdivision			
Douglas, MI 49406			
Allegan County			
Liber 9, Page 16			
Allegan County Records			
DWN. NJB	DATE 01/15/2024	FILE NO. 2022096	
CK. NJB	FLD. BK. XXX PG. XXX	SHEET 1 OF 2	

NICHOLAS J BATTJES
Professional Surveyor No. 65041

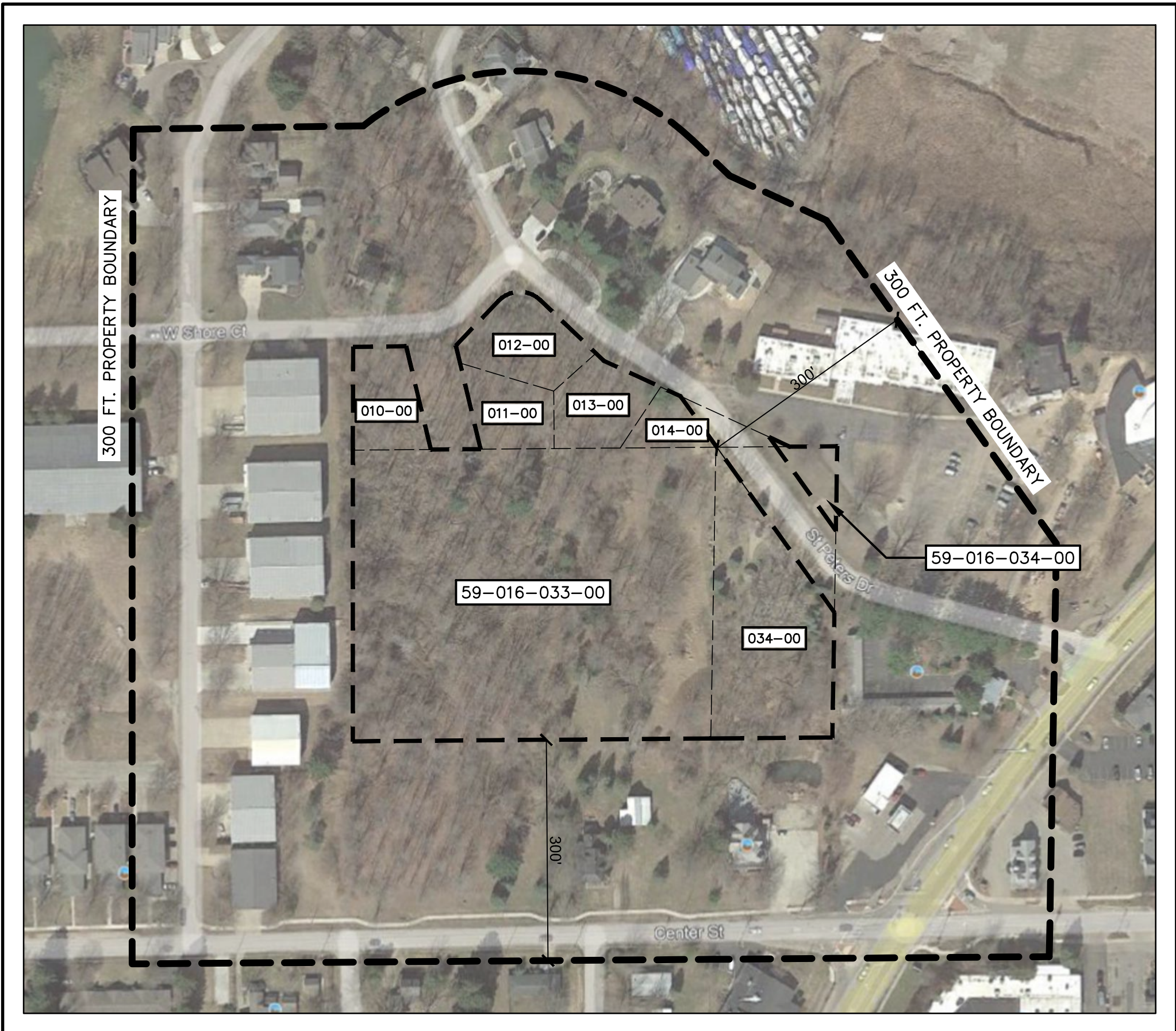


**CENTRE COLLECTIVE
SITE CONDOMINIUM
324 WEST CENTER STREET
THE CITY OF THE VILLAGE OF DOUGLAS
ALLEGAN COUNTY, MICHIGAN 49406**

INDEX OF SHEETS

CS	COVER SHEET
C0.1	EXISTING CONDITIONS
C0.2	REMOVALS PLAN
C1.0	SITE CONDOMINIUM PLAN
C2.0	GRADING, DRAINAGE, AND SESC PLAN
C2.1	CUL-DE-SAC & INTERSECTION PLAN
C2.2	EASEMENT PLAN
C2.3	CONTRIBUTING AREA PLAN
C3.0	BEACHWOOD WAY PLAN & PROFILE
C3.1	BEACHWOOD WAY UTILITY PLAN & PROFILE
C3.2	STORM SEWER PLAN & PROFILE
C3.3	STORM SEWER PLAN & PROFILE
C4.0 - 4.2	X-SECTIONS, NOTES, AND DETAILS
L1.0	LANDSCAPE PLAN

- BENCH MARKS:**
- BM 1019 RAILROAD SPIKE IN THE NORTH SIDE OF A POWER POLE LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF CENTER STREET AND HELMER STREET
Elevation: 629.14 ft. (NAVD 29)
- BM 1020 NORTHWEST BOLT UNDER "E" TO A HYDRANT LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF CENTER STREET AND LABARRE STREET
Elevation: 628.89 ft. (NAVD 29)
- BM 1488 SOUTHWEST BOLT UNDER "USA" TO HYDRANT LOCATED ± 22' WEST OF CENTERLINE OF ST. PETER'S DRIVE, ACROSS FROM ST. PETER'S CHURCH.
Elevation: 624.48 ft. (NAVD 29)
- BM 1493 SOUTH BOLT UNDER "W" TO HYDRANT LOCATED ± 26' SOUTH OF CENTERLINE OF WESTSHORE COURT, ± 33' WEST OF CENTERLINE OF ST. PETERS DRIVE
Elevation: 624.48 ft. (NAVD 29)



CONSTRUCTION SEQUENCE / PHASES OF EARTHWORK	Operation Time Schedule											
	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT
MOBILIZATION	X											
CLEAR SITE, STRIP TOPSOIL AND BEGIN GRADING	X	X		X								
CONSTRUCT UNDERGROUND UTILITIES		X	X		X	X						
CONSTRUCT INDIVIDUAL HOMES				X	X	X	X	X	X	X	X	X
CONSTRUCT STREETS, FLATWORK (PER LOT DEV.)					X	X	X					
FINE GRADE LAWN AREAS, LANDSCAPE, MULCH										X	X	
STABILIZE SITE (TOPSOIL, SEED AND MULCH)												X
REMOVE TEMP SESC CONTROLS												X



**Know what's below.
Call before you dig.**

For protection of underground utilities, the CONTRACTOR shall dial 1-800-482-7171 OR 811 a minimum of three working days, excluding Saturdays, Sundays and holidays, prior to excavation in the vicinity of utility lines. All "MISS DIG" participating members will thus be routinely notified. This does not relieve the CONTRACTOR of the responsibility of notifying the utility owners who may not be part of the "MISS DIG" alert system.

PROJECT LOCATION

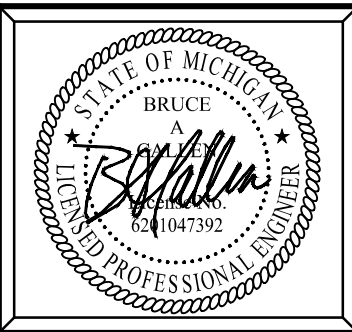
**SECTION 16, T3N, R16W,
CITY OF DOUGLAS,
ALLEGAN COUNTY, MICHIGAN**

OWNER

**KRE WEST CENTRE LLC
PO BOX 574**

DOUGLAS, MICHIGAN 49406

PHONE: 269-420-5156



Plan Prepared By:

Bruce A. Callen, PE
Callen Engineering, Inc.
108 E. Savidge St.
Spring Lake, Michigan 49456

Tel: 616-414-5260
email: bcallen@callenengineering.com

DATE OF PLAN: 01-08-24

ISSUANCES	
FINAL SITE CONDOMINIUM PLAN REVIEW RESPONSE	04-26-23
FINAL SITE CONDOMINIUM PLAN REVIEW RESPONSE	06-02-23
WATER - SANITARY REVIEW RESPONSE	07-11-23
FINAL SITE CONDOMINIUM PLAN REVIEW RESPONSE	10-16-23
REVISIONS	
FINAL SITE CONDOMINIUM PLAN REVIEW RESPONSE	11-07-23
DESIGNED BY:	



Callen Engineering, Inc.
108 East Savidge Street
Spring Lake, MI 49456
T.616.414.5260
www.callenengineering.com

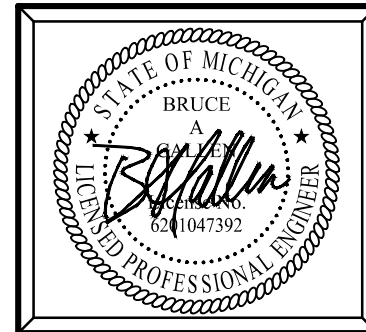
Drawn by	J.W.C.	
Engineer	B.A.C.	Check B.A.C.

Callen Engineering Project No.	Sheet No.
021 CENTRE COLLECTIVE	CS



Know what's below.
Call before you dig.

For protection of underground utilities, the CONTRACTOR shall dial 1-800-482-7171 OR 811 a minimum of three working days, excluding Saturdays, Sundays and holidays, prior to excavation in the vicinity of utility lines. All "MISS DIG" participating members will thus be routinely notified. This does not relieve the CONTRACTOR of the responsibility of notifying the utility owners who may not be part of the "MISS DIG" alert system.



Plan Prepared By:

Bruce A. Callen, PE
Callen Engineering, Inc.
108 E. Savidge St.
Spring Lake, Michigan 49456

Tel: 616-414-5260
email: bcallen@callenengineering.com

Property Address: 324 Center Street,
Douglas, Michigan 49456
Parcel Number: 59-016-033-00

DESCRIPTION WITHOUT VACATED R.O.W.

PART OF THE NORTHWEST 1/4 OF SECTION 16, TOWN 3 NORTH, RANGE 16 WEST, SAUGATUCK TOWNSHIP, ALLEGAN COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION; THENCE NORTH 89 DEGREES 32 MINUTES 47 SECONDS EAST 662.20 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 264.01 FEET ALONG THE EAST LINE OF TERRACE PARKS HEIGHTS, LIBER 6 OF PLATS, PAGE 6, ALLEGAN COUNTY RECORDS, TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 395.59 FEET ALONG THE EAST LINE OF TERRACE PARKS HEIGHTS; THENCE NORTH 00 DEGREES 11 MINUTES 41 SECONDS EAST 140.20 FEET ALONG THE WEST LINE OF ST. PETER'S SUBDIVISION LIBER 9 OF PLATS, PAGE 16, ALLEGAN COUNTY RECORDS; THENCE NORTH 89 DEGREES 11 MINUTES 47 SECONDS EAST 72.01 FEET ALONG THE NORTH LINE OF LOT 10, ST. PETER'S SUBDIVISION; THENCE SOUTH 13 DEGREES 25 MINUTES 13 SECONDS EAST 144.30 FEET ALONG THE EAST LINE OF SAID LOT 10; THENCE NORTH 89 DEGREES 32 MINUTES 47 SECONDS EAST 67.62 FEET ALONG THE SOUTH LINE OF ST. PETER'S SUBDIVISION; THENCE NORTH 13 DEGREES 25 MINUTES 13 SECONDS WEST 144.65 FEET ALONG THE WEST LINE OF LOTS 11 AND 12 OF ST. PETER'S SUBDIVISION; THENCE NORTH 43 DEGREES 39 MINUTES 47 SECONDS EAST 83.34 FEET ALONG THE NORTH LINE OF LOT 12, ST. PETER'S SUBDIVISION; THENCE EASTERLY 62.80 FEET ALONG A 40.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 89 DEGREES 57 MINUTES 16 SECONDS, AND A CHORD BEARING NORTH 88 DEGREES 41 MINUTES 09 SECONDS EAST 56.55 FEET ALONG SAID NORTH LINE; THENCE SOUTH 46 DEGREES 20 MINUTES 13 SECONDS EAST 119.91 FEET ALONG THE NORTH LINE OF LOTS 12 AND 13 OF ST. PETER'S SUBDIVISION; THENCE SOUTH 65 DEGREES 14 MINUTES 13 SECONDS EAST 114.54 FEET ALONG THE NORTH LINE OF LOTS 13 AND 14 OF ST. PETER'S SUBDIVISION; THENCE SOUTH 35 DEGREES 26 MINUTES 58 SECONDS EAST 360.78 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF ST. PETER'S DRIVE; THENCE SOUTH 00 DEGREES 59 MINUTES 18 SECONDS WEST 169.89 FEET ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE SOUTH 89 DEGREES 32 MINUTES 47 SECONDS WEST 651.58 FEET ALONG THE NORTH LINE OF THE SOUTH 264 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION TO THE POINT OF BEGINNING.

AND THAT PART OF LOT 14, ST. PETER'S SUBDIVISION AS RECORDED IN LIBER 9, PAGE 16 ALLEGAN COUNTY RECORDS, CITY OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN LYING EASTERLY OF ST PETERS DRIVE ALONG WITH THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 (AS MONUMENTED) LYING NORTHEASTERLY OF ST. PETERS DRIVE AS LOCATED;

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION; THENCE NORTH 89 DEGREES 32 MINUTES 47 SECONDS EAST 662.20 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 264.01 FEET ALONG THE EAST LINE OF TERRACE PARKS HEIGHTS

THENCE NORTH 89°32'47" EAST ALONG THE NORTH LINE OF THE SOUTH 264 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION A DISTANCE OF 651.58 FEET;

THENCE NORTH 00°59'18" EAST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION A DISTANCE OF 169.89 FEET TO A POINT ON THE WEST LINE OF ST PETERS DRIVE;

THENCE NORTH 00°59'18" EAST A DISTANCE OF 111.12 FEET TO A POINT ON THE EAST LINE OF ST. PETERS DRIVE AND THE POINT OF BEGINNING; THENCE NORTH 00°59'18" EAST A DISTANCE OF 114.69 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION;

THENCE SOUTH 89°32'47" WEST ALONG THE NORTH LINE OF SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 (AS MONUMENTED), SAID LINE ALSO BEING THE SOUTH LINE OF ST. PETER'S SUBDIVISION, A DISTANCE OF 64.36 FEET TO THE EASTERN MOST POINT OF LOT 14 OF SAID ST PETER'S SUBDIVISION;

THENCE NORTH 65°14'13" WEST ALONG THE NORTH LINE OF SAID LOT 14 A DISTANCE OF 30.99 FEET TO THE EAST LINE OF ST PETERS DRIVE; THENCE SOUTH 35°26'58" EAST ALONG SAID EASTERLY LINE OF ST PETERS DRIVE A DISTANCE OF 16.12 FEET TO THE SOUTH LINE OF LOT 14; THENCE SOUTH 35°26'58" EAST ALONG SAID EAST LINE A DISTANCE OF 156.08 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL AGREEMENTS, COVENANTS, EASEMENTS, RIGHTS-OF-WAY, RESERVATIONS AND RESTRICTIONS

DESCRIPTION WITH VACATED R.O.W.

PART OF THE NORTHWEST 1/4 OF SECTION 16, TOWN 3 NORTH, RANGE 16 WEST, SAUGATUCK TOWNSHIP, ALLEGAN COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION; THENCE NORTH 89 DEGREES 32 MINUTES 47 SECONDS EAST 662.20

FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 264.01 FEET ALONG THE EAST LINE OF TERRACE PARKS HEIGHTS, LIBER 6 OF PLATS, PAGE 6, ALLEGAN COUNTY RECORDS, TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 11 MINUTES 41 SECONDS EAST 140.20 FEET ALONG THE WEST LINE OF ST. PETER'S SUBDIVISION, LIBER 9 OF PLATS, PAGE 16, ALLEGAN COUNTY RECORDS; THENCE NORTH 89 DEGREES 11 MINUTES 47 SECONDS EAST 72.01 FEET ALONG THE NORTH LINE OF LOT 10, ST. PETER'S SUBDIVISION TO THE NORTHEAST CORNER OF SAID LOT 10; THENCE NORTH 89 DEGREES 15 MINUTES 23 SECONDS EAST ALONG THE NORTH LINE OF VACATED PLEASANT STREET 67.54 FEET, SAID STREET BEING A PART OF ST PETER'S SUBDIVISION, TO THE WESTERN MOST CORNER OF LOT 12 OF SAID ST. PETER'S SUBDIVISION; THENCE NORTH 43 DEGREES 39 MINUTES 47 SECONDS EAST 83.34 FEET ALONG THE NORTH LINE OF LOT 12 OF SAID ST. PETER'S SUBDIVISION; THENCE SOUTH 65 DEGREES 14 MINUTES 13 SECONDS EAST 114.54 FEET ALONG THE NORTH LINE OF LOTS 13 AND 14 OF ST. PETER'S SUBDIVISION; THENCE SOUTH 35 DEGREES 26 MINUTES 58 SECONDS EAST 360.78 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF ST. PETER'S DRIVE; THENCE SOUTH 00 DEGREES 59 MINUTES 18 SECONDS WEST 169.89 FEET ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE SOUTH 89 DEGREES 32 MINUTES 47 SECONDS WEST 651.58 FEET ALONG THE NORTH LINE OF THE SOUTH 264 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION TO THE POINT OF BEGINNING.

AND THAT PART OF LOT 14, ST. PETER'S SUBDIVISION AS RECORDED IN LIBER 9, PAGE 16 ALLEGAN COUNTY RECORDS, CITY OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN LYING EASTERLY OF ST PETERS DRIVE ALONG WITH THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 (AS MONUMENTED) LYING NORTHEASTERLY OF ST. PETERS DRIVE AS LOCATED;

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION; THENCE NORTH 89 DEGREES 32 MINUTES 47 SECONDS EAST 662.20 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 264.01 FEET ALONG THE EAST LINE OF TERRACE PARKS HEIGHTS

THENCE NORTH 89°32'47" EAST ALONG THE NORTH LINE OF THE SOUTH 264 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION A DISTANCE OF 651.58 FEET;

THENCE NORTH 00°59'18" EAST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION A DISTANCE OF 169.89 FEET TO A POINT ON THE WEST LINE OF ST PETERS DRIVE;

THENCE NORTH 00°59'18" EAST A DISTANCE OF 111.12 FEET TO A POINT ON THE EAST LINE OF ST. PETERS DRIVE AND THE POINT OF BEGINNING; THENCE NORTH 00°59'18" EAST A DISTANCE OF 114.69 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION;

THENCE SOUTH 89°32'47" WEST ALONG THE NORTH LINE OF SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 (AS MONUMENTED), SAID LINE ALSO BEING THE SOUTH LINE OF ST. PETER'S SUBDIVISION, A DISTANCE OF 64.36 FEET TO THE EASTERN MOST POINT OF LOT 14 OF SAID ST PETER'S SUBDIVISION;

THENCE NORTH 65°14'13" WEST ALONG THE NORTH LINE OF SAID LOT 14 A DISTANCE OF 30.99 FEET TO THE EAST LINE OF ST PETERS DRIVE; THENCE SOUTH 35°26'58" EAST ALONG SAID EASTERLY LINE OF ST PETERS DRIVE A DISTANCE OF 16.12 FEET TO THE SOUTH LINE OF LOT 14; THENCE SOUTH 35°26'58" EAST ALONG SAID EAST LINE A DISTANCE OF 156.08 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL AGREEMENTS, COVENANTS, EASEMENTS, RIGHTS-OF-WAY, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

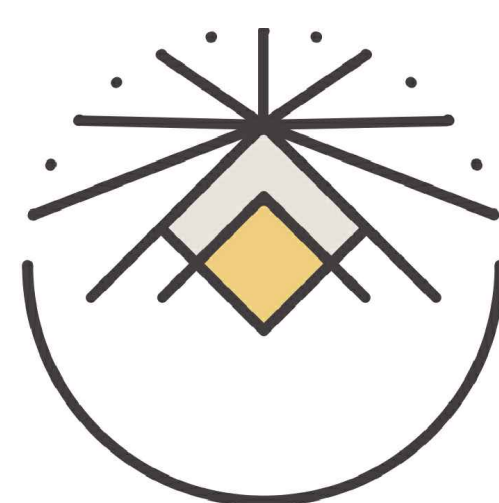
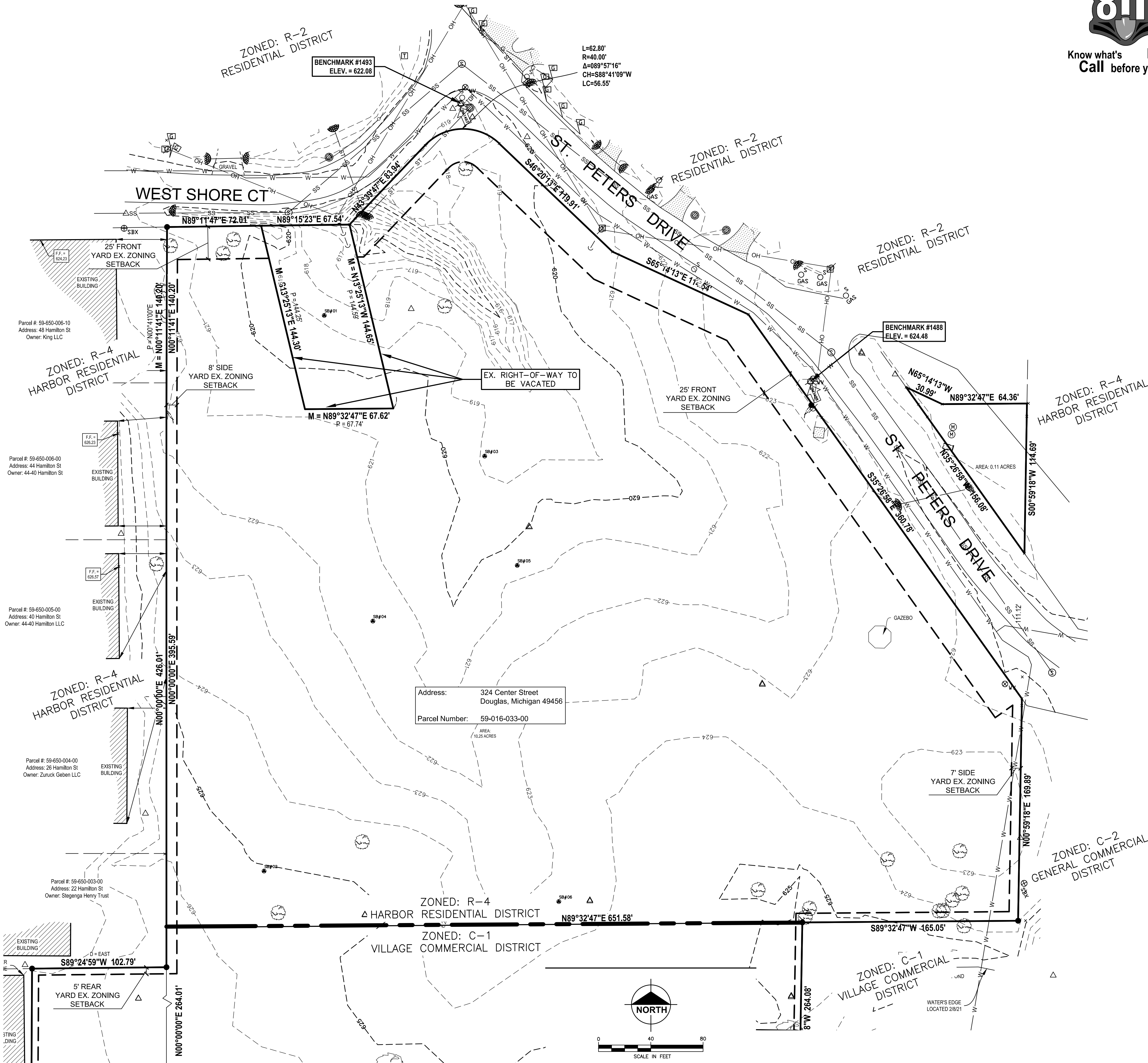
Total Acreage: 7.16 Acres (311,890 sft.)

REGULATED WETLANDS AND THREATENED AND ENDANGERED SPECIES

NO REGULATED WETLANDS, THREATENED OR ENDANGERED SPECIES WERE IDENTIFIED ON THE SITE PER THE JUNE 2021 "WETLAND AND THREATENED AND ENDANGERED SPECIES REVIEW AND SITE ASSESSMENT," CENTRE COLLECTIVE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN PREPARED BY AMAAZON CONSULTING, LLC.

TREE REMOVALS

TREE REMOVALS WITHIN THE RIGHT-OF-WAY ARE INCLUDED ON THE LANDSCAPE PLAN. TREE REMOVALS WITHIN THE PROPERTY HAVE NOT BEEN DETERMINED. TREES WILL BE RETAINED TO THE GREATEST EXTENT POSSIBLE.



Prepared for:
KRE West Centre LLC
PO BOX 574
Douglas, MI 49406
t.269.420.5156

CENTRE
COLLECTIVE
324 West Center Street
Douglas, Michigan



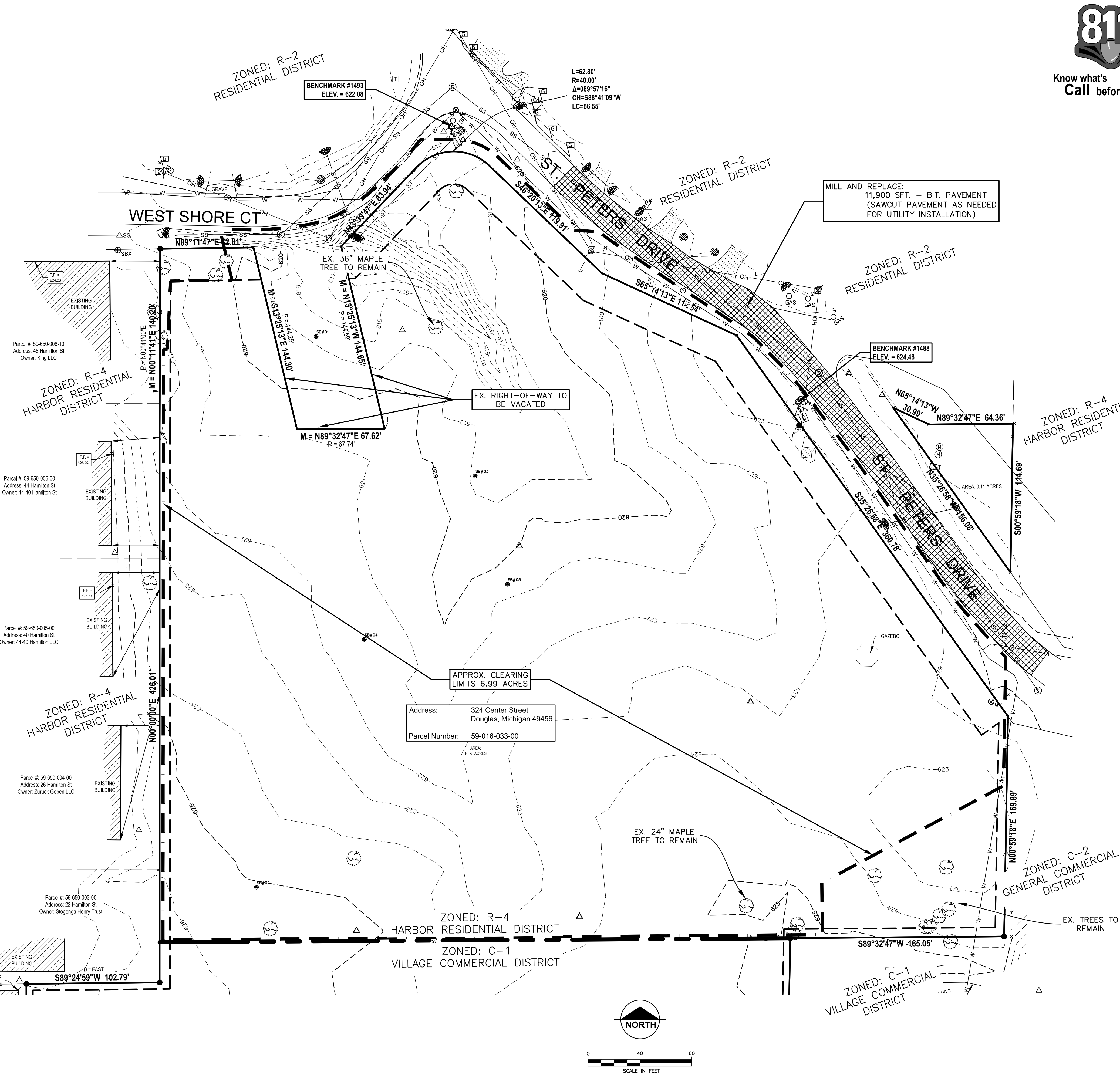
Callen Engineering, Inc.
108 East Savidge Street
Spring Lake, MI 49456
t.616.414.5260
www.callenengineering.com

EXISTING
CONDITIONS

Job No: 021 KERR - CENTRE COLLECTIVE
Issue: FINAL SITE CONDO PLAN SUBMITTAL
Issue Date: JANUARY 08, 2024

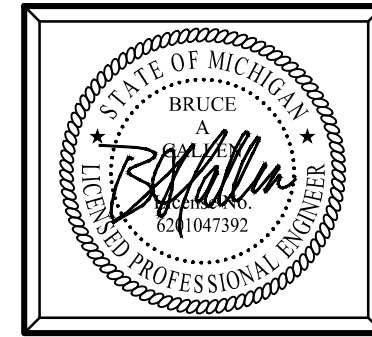
C0.1

DATE OF PLAN: 01-08-24

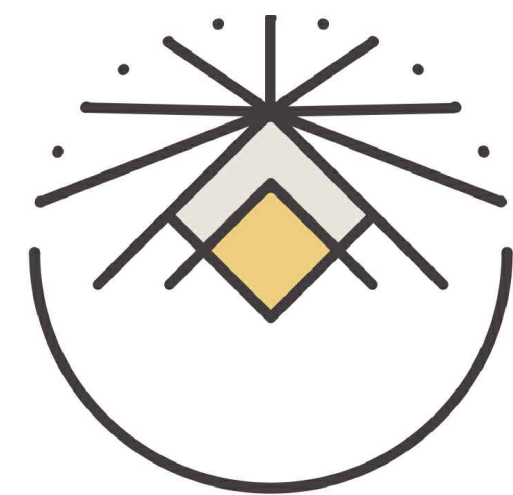


Know what's below.
Call before you dig.

For protection of underground utilities, the CONTRACTOR shall dial 1-800-482-7171 OR 811 a minimum of three working days, excluding Saturdays, Sundays and holidays, prior to excavation in the vicinity of utility lines. All "MISS DIG" participating members will thus be routinely notified. This does not relieve the CONTRACTOR of the responsibility of notifying the utility owners who may not be part of the "MISS DIG" alert system.



Plan Prepared By:
Bruce A. Callen, PE
Callen Engineering, Inc.
108 E. Savidge St.
Spring Lake, Michigan 49456
Tel: 616-414-5260
email: bcallen@callenengineering.com



Prepared for:
KRE West Centre LLC
PO BOX 574
Douglas, MI 49406
t.269.420.5156

CENTRE
COLLECTIVE
324 West Center Street
Douglas, Michigan

REGULATED WETLANDS AND THREATENED AND ENDANGERED SPECIES

NO REGULATED WETLANDS, THREATENED OR ENDANGERED SPECIES WERE IDENTIFIED ON THE SITE PER THE JUNE 2021 "WETLAND AND THREATENED AND ENDANGERED SPECIES REVIEW AND SITE ASSESSMENT, CENTRE COLLECTIVE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN PREPARED BY AAMAZON CONSULTING, LLC.

TREE REMOVALS

TREE REMOVALS WITHIN THE RIGHT-OF-WAY ARE INCLUDED ON THE LANDSCAPE PLAN. TREE REMOVALS WITHIN THE PROPERTY HAVE NOT BEEN DETERMINED. TREES WILL BE RETAINED TO THE GREATEST EXTENT POSSIBLE.



Callen Engineering, Inc.
108 East Savidge Street
Spring Lake, MI 49456
t.616.414.5260
www.callenengineering.com

REMOVALS PLAN

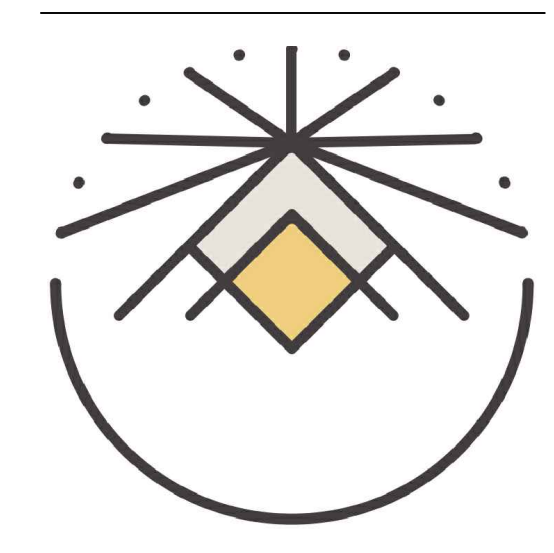
Job No: 021 KERR - CENTRE COLLECTIVE
Issue: FINAL SITE CONDO PLAN SUBMITTAL
Issue Date: JANUARY 08, 2024

REMOVALS LEGEND



DATE OF PLAN: 01-08-24

C0.2



CENTRE
 COLLECTIVE
 324 West Center Street
 Douglas, Michigan



Callen Engineering, Inc.
108 East Savidge Street
Spring Lake, MI 49456
t.616.414.5260
www.callenengineering.com

SITE CONDOMINIUM PLAN

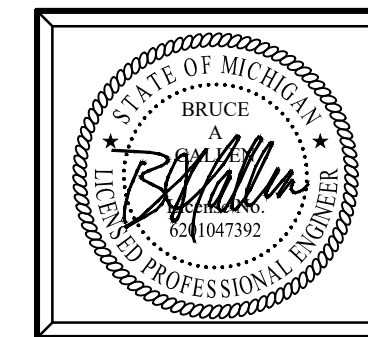
Job No: 021 KERR - CENTRE COLLECTIVE
Issue: FINAL SITE CONDO PLAN SUBMITTAL
Issue Date: JANUARY 08, 2024

C1.0



Know what's below.
Call before you dig.

For protection of underground utilities, the CONTRACTOR shall dial 1-800-482-7171 OR 811 a minimum of three working days, excluding Saturdays, Sundays and holidays, prior to excavation in the vicinity of utility lines. All "MISS DIG" participating members will thus be routinely notified. This does not relieve the CONTRACTOR of the responsibility of notifying the utility owners who may not be part of the "MISS DIG" alert system.



Plan Prepared By:

Bruce A. Callen, PE
Callen Engineering, Inc.
108 E. Savidge St.
Spring Lake, Michigan 49456

Tel: 616-414-5260
email: bcallen@callenengineering.com

EROSION CONTROL MEASURES

KEY	SESC MEASURE	SYMBOL	WHERE USED
1	Seeding		When bare soil is exposed, temporarily or permanently, to erosive forces from wind and/or water on flat areas, mild slopes, grassed waterways and spillways, diversion ditches and dikes, borrow and stockpile areas, and spoil piles.
2	Mulch		On flat areas, slopes, grassed waterways and spillways, diversion ditches and dikes, borrow and stockpile areas, and spoil piles when areas are subject to raindrop impact, and erosive forces from wind or water.
4	Trees, Shrubs, Vines and Ground Cover		When bare soil or recently vegetated slopes are exposed to erosive forces from wind and/or water.
5	Perimeter Sediment Control Measures (Silt Fence, Straw Wattles, etc.)		As a temporary measure used to capture sediment from sheet flow. May also divert small volumes of sheet flow to protected outlets.
7	Storm Drain Inlet Protection		Around the entrance to a catch basin or an inlet that will capture runoff from an earth change activity.
28	Stone Construction Access		At locations where construction equipment will enter and exit the drain easement and tracking of soil is anticipated.

*SESC MEASURES SHALL COMPLY WITH MICHIGAN ASSOCIATION OF COUNTY DRAIN COMMISSIONERS SESC MANUAL SPECIFICATIONS

SESC NOTES

TOTAL DISTURBED AREA: 474,159 SFT (10.89 ACRES)

ADDITIONAL EROSION CONTROL MEASURES NOT SHOWN ON THE SITE PLAN MAY BE NECESSARY AS SITE WORK PROGRESSES. PERMITTEE IS RESPONSIBLE FOR ALL MEASURES NECESSARY TO PREVENT OFFSITE SEDIMENTATION.

GEOTEXTILE SILT FENCE AND ALL CATCH BASIN PROTECTION MEASURES SHALL BE PROPERLY PLACED AS SHOWN ON PLANS AND AS NEEDED TO RETAIN SOILS ONSITE. PERIODIC MAINTENANCE AND INSPECTION OF SESC MEASURES IS REQUIRED FOR PROPER EFFECTIVENESS.

STABILIZE SITE AS SOON AS POSSIBLE.

CONSTRUCTION IS ANTICIPATED TO BEGIN 2023 WITH SUBSTANTIAL SITEWORK COMPLETION NO LATER THAN 2024.

STORM STRUCTURE SCHEDULE (THIS SHEET)

MHH#1 (5' DIA) RIM = 616.81 FT
(COVER: EJIW 1045 Z SERIES W/ M2 GRATE OR A.E.)
24" INV (NW) = 611.04 FT (CONCRETE)
12" INV (NE) = 612.54 FT (HDPE)
24" INV (SW) = 611.18 FT (HDPE STM @ 2.50%)
18" INV (W) = 612.50 FT (HDPE STM @ 45.00%)
(CONSTRUCT OVER EX. STM)

MHH#2 (7' DIA - CONTROLLED RATE STRUCTURE) RIM = 622.00 FT
(COVER: EJIW 1045 Z SERIES W/ M2 GRATE OR A.E.)
TOP OF WALL = 620.00'
2" ORIFICE = 611.91' (CHANNEL PROTECTION)
5" ORIFICE = 616.80' (FLOOD CONTROL)
12" INV (NE) = 611.80 FT (HDPE STM @ 0.22%)
12" INV (SW) = 611.91 FT (HDPE STM @ 0.22%)

UNIT #	AVAILABLE BASEMENT TYPE(S)	MBO (FT)	MFE (FT)
1	SOG	622.50	622.50
2	DL, SOG, B	622.50	616.00
3	DL, SOG, B	622.50	616.00
4	DL, SOG, B	622.50	616.00
5	DL, SOG, B	622.50	616.00
6	DL, SOG, B	622.50	616.00
7	DL, SOG, B	622.50	616.00
8	DL, SOG, B	622.50	616.00
9	DL, SOG, B	622.50	616.00
10	DL, SOG, B	622.50	616.00
11	DL, SOG, B	625.25	618.00
12	DL, SOG, B	626.25	618.00
13	DL, SOG, B	626.25	620.00
14	DL, SOG, B	626.25	620.00
15	DL, SOG, B	626.25	620.00
16	DL, SOG, B	626.25	620.00
17	DL, SOG, B	626.25	620.00
18	DL, SOG, B	625.50	620.00
19	DL, SOG, B	625.00	620.00

UNIT MINIMUM FLOOR/OPENING ELEVATIONS

MBO = MINIMUM BUILDING OPENING
MFE = MINIMUM FLOOR ELEVATION
SOG = SLAB ON GRADE
DL = DAYLIGHT
W/O = WALK-OUT
B = BASEMENT
ALL BUILDINGS TO INCLUDE SUMP AND DRAINAGE DISCHARGE TO REAR YARD

STORM STRUCTURE NOTES

STORM SEWER LENGTHS PROVIDED ARE MEASURED FROM CENTER OF STRUCTURE. RIM ELEVATIONS ARE MEASURED AT EDGE OF METAL.

STORM SEWER SHALL BE WATER-TIGHT, SOLID-WALL HDPE OR APPROVED EQUAL, UNLESS INDICATED ON THE PLANS. MANDREL TESTING AND CCTV INSPECTIONS FOR HDPE PIPE DESIGNATED AS COUNTY DRAIN SHALL BE COMPLETED 30 DAYS OR MORE AFTER INSTALLATION.

MANHOLES AND CATCH BASINS SHALL BE IN ACCORDANCE WITH MDOOT STANDARD SPECIFICATIONS. CATCH BASINS SHALL INCLUDE 2-FT SUMP.

ALL EXISTING CATCH BASINS TO REMAIN SHALL BE CLEANED AND INSPECTED TO VERIFY OPERABILITY.

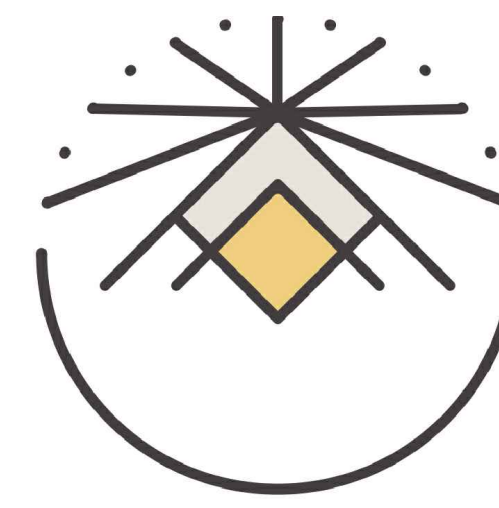
CONNECTIONS TO MANHOLES SHALL BE MADE WITH A RESILIENT CONNECTOR FOR PIPE DIAMETERS 24 INCHES OR LESS.

MANHOLE RIM ELEVATIONS SHALL BE SET 1/4" BELOW PLAN GRADE.
CATCH BASIN RIM ELEVATIONS SHALL BE SET 1 3/8" BELOW PLAN GRADE.

ALL CURB DIMENSIONS ARE MEASURED FROM EDGE OF METAL.

THE CONTRACTOR SHALL EXPOSE AND VERIFY LOCATION AND DEPTH OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONFLICTS IN GRADES SHALL BE REPORTED TO ENGINEER AND ADJUSTMENTS SHALL BE MADE AT NO ADDITIONAL COST TO OWNER.

DATE OF PLAN: 01-08-24



Prepared for:
KRE West Centre LLC
PO BOX 574
Douglas, MI 49406
t.269.420.5156

CENTRE
COLLECTIVE
324 West Center Street
Douglas, Michigan

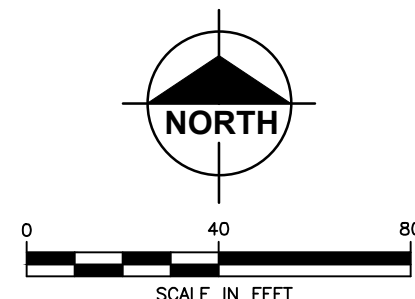
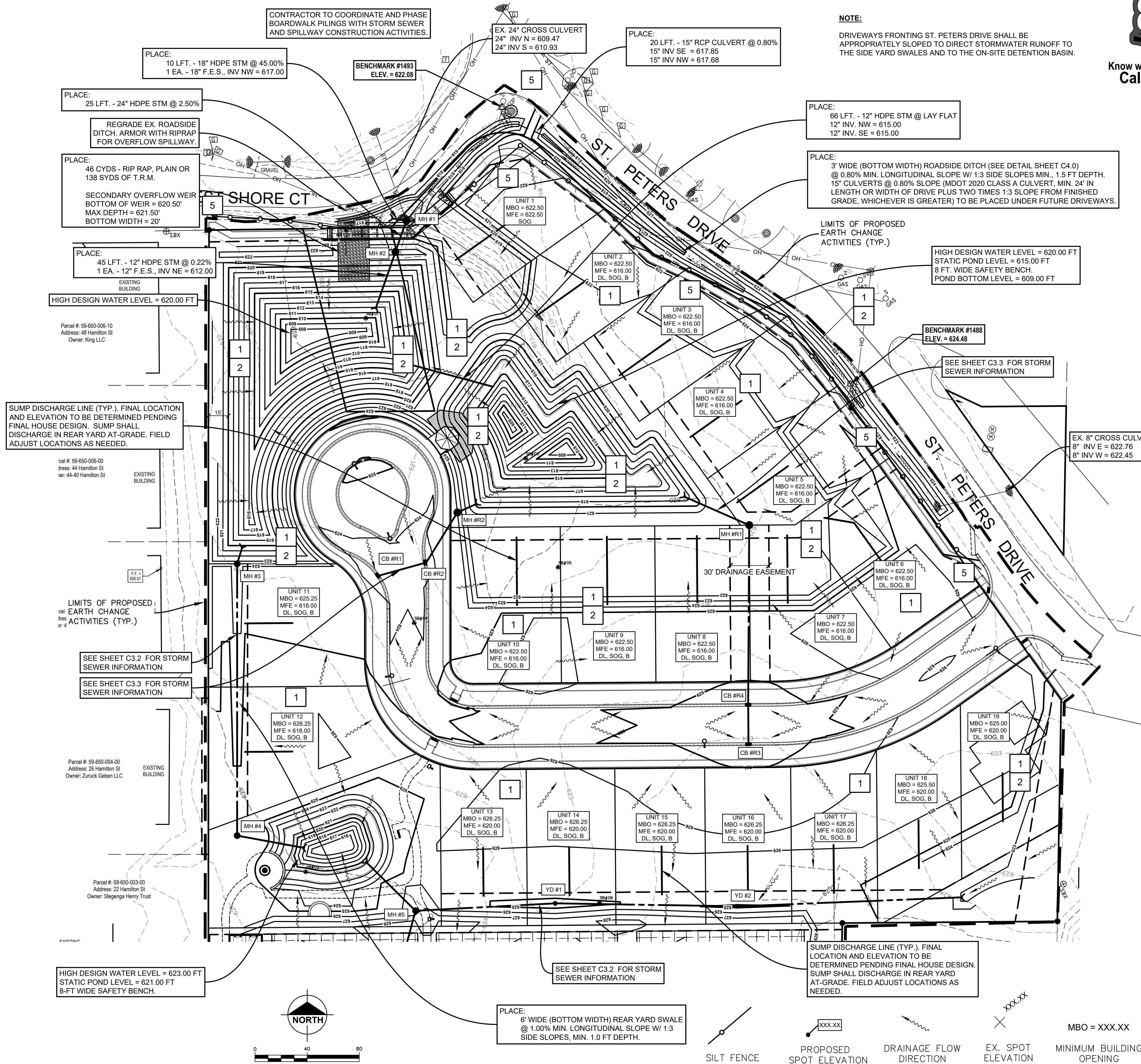


Callen Engineering, Inc.
108 East Savidge Street
Spring Lake, MI 49456
t.616.414.5260
www.callenengineering.com

**GRADING,
DRAINAGE, AND
SESC PLAN**

Job No: 021 KERR - CENTRE COLLECTIVE
Issue: FINAL SITE CONDO PLAN SUBMITTAL
Issue Date: JANUARY 08, 2024

C2.0



SILT FENCE

PROPOSED SPOT ELEVATION

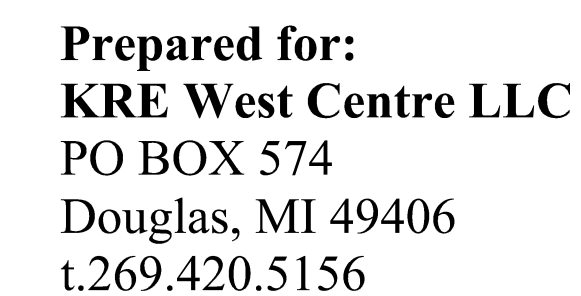
DRAINAGE FLOW DIRECTION

EX. SPOT ELEVATION


MINIMUM BUILDING OPENING



Tel: 616-414-5260
email: bcallen@callenengineering.com



PRELIMINARY - NOT
FOR CONSTRUCTION



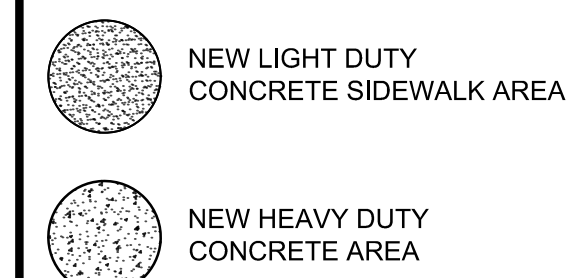
SILT FENCE



PROPOSED
SPOT ELEVATION

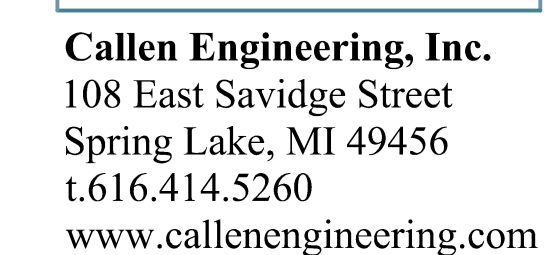
DRAINAGE FLOW
DIRECTION

EX. SPOT
ELEVATION



RESIDENTIAL INTERSECTION OPENING (TYP.)

CENTRE
COLLECTIVE
324 West Center Street
Douglas, Michigan

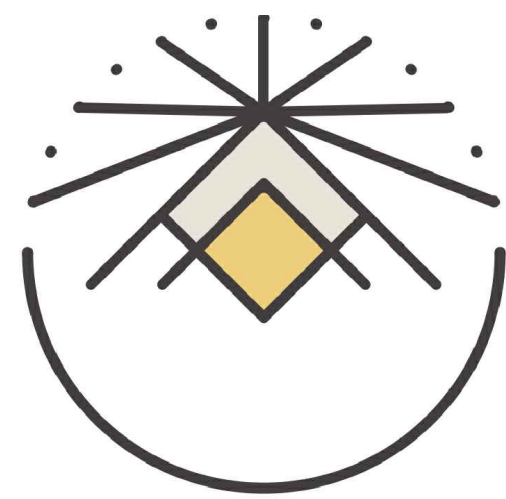


CUL-DE-SAC &
INTERSECTION
PLAN

Job No: 021 KERR - CENTRE COLLECTIVE
Issue: FINAL SITE CONDO PLAN SUBMITTAL
Issue Date: JANUARY 08, 2024

DATE OF PLAN: 01-08-24

C2.1



Prepared for:
KRE West Centre LLC
 PO BOX 574
 Douglas, MI 49406
 t.269.420.5156

CENTRE
COLLECTIVE
 324 West Center Street
 Douglas, Michigan



Callen Engineering, Inc.
 108 East Savidge Street
 Spring Lake, MI 49456
 t.616.414.5260
 www.callenengineering.com

EASEMENTS PLAN

Job No: 021 KERR - CENTRE COLLECTIVE
 Issue: FINAL SITE CONDO PLAN SUBMITTAL
 Issue Date: JANUARY 08, 2024

C2.2

PROPOSED FEATURES LEGEND

- STORMWATER DRAINAGE EASEMENT TO CENTRE COLLECTIVE DRAIN DRAINAGE DISTRICT
- UTILITY SYSTEMS EASEMENT TO CITY OF VILLAGE OF DOUGLAS
- PUBLIC SIDEWALK EASEMENT
- UTILITY EASEMENT
- STORMWATER DRAINAGE EASEMENT TO CENTRE COLLECTIVE MIXED USE
- WALKWAY EASEMENT

Watermain Easement Description

A part of the Southeast ¼ of the Southwest ¼ of the Northwest ¼ of Section 16, Town 3 North - Range 16 West, City of Douglas, Allegan County, State of Michigan more particularly described as follows:

Commencing at the West ¼ Corner of Section 16; then N89°32'47"E 1,144.18 Feet along the E-W ¼ Line of said Section 16 to the West Line of the East 10 Rods of the Southeast ¼ of the Southwest ¼ of the Northwest ¼ of said Section 16;
 Thence N00°59'18"E 264.08 Feet to the North line of the South 264 feet of the Southeast ¼ of the Southwest ¼ of the Northwest ¼ of said Section 16;
 Thence N89°32'47"E 142.84 Feet to the Place of Beginning of the centerline of a 20-ft wide easement for watermain whose alignment is described as N09°24'21"E 151.72 Feet to the Place of Ending.

Together with:

A part of the Southeast ¼ of the Southwest ¼ of the Northwest ¼ of Section 16, Town 3 North - Range 16 West, City of Douglas, Allegan County, State of Michigan more particularly described as follows:

Commencing at the West ¼ Corner of Section 16; then N89°32'47"E 662.20 Feet along the E-W ¼ Line of said Section 16;
 Thence N00°00'00"E 264.01 Feet;
 Thence N89°32'47"E 10.00 Feet to the Place of Beginning of the centerline of a 20-ft wide easement for watermain whose alignment is described as N00°00'00"E 184.89 Feet;
 Thence N89°32'47"E 112.15 Feet to the Place of Ending.

Public Sidewalk Easement Description

A part of the Southeast ¼ of the Southwest ¼ of the Northwest ¼ of Section 16, Town 3 North - Range 16 West, City of Douglas, Allegan County, State of Michigan more particularly described as follows:

Commencing at the West ¼ Corner of Section 16; then N89°32'47"E 1,144.18 Feet along the E-W ¼ Line of said Section 16 to the West Line of the East 10 Rods of the Southeast ¼ of the Southwest ¼ of the Northwest ¼ of said Section 16;
 Thence N00°59'18"E 264.08 Feet to the North line of the South 264 feet of the Southeast ¼ of the Southwest ¼ of the Northwest ¼ of said Section 16;
 Thence N89°32'47"E 165.05 to the East Line of the Southeast ¼ of the Southwest ¼ of the Northwest ¼ of said Section N00°59'18"E 169.89 Feet to the South Right-of-Way Line of St. Peters Drive;
 Thence N35°26'58"W 126.52 Feet along said right-of-way line to the PLACE OF BEGINNING.
 Thence continuing N35°26'58"W 234.26 Feet along said right-of-way line;
 Thence N65°14'13"W 114.54 Feet along said right-of-way line; Thence N46°20'14"W 119.91 Feet along said right-of-way line;
 Thence westerly 62.80 Feet along a 40.00 foot radius curve to the left, said curve having a central angle of 89°57'16", and a chord bearing S88°41'09"W 56.55';
 Thence S43°39'45"W 83.74 Feet along South Right-of-Way Line of W. Shore Court;
 Thence S89°08'25"W 79.47 Feet along said right-of-way line; Thence S89°11'47"W 72.01 Feet along said right-of-way line;
 Thence S00°11'33"W 9.00 Feet; Thence N89°11'47"E 156.27 Feet, parallel with said right-of-way line;
 Thence N49d17'15"E 37.40 Feet; Thence N43°39'46"E 44.95 Feet;
 Thence N79°47'54"E 25.87 Feet; Thence S53°23'15"E 70.18 Feet;
 Thence S46°20'13"E 54.43 Feet parallel with St. Peters Drive right-of-way line;
 Thence S65°14'13"E 41.68 Feet. Parallel with said right-of-way line;
 Thence S59°48'50"E 47.94 Feet; Thence S53°43'22"E 38.30 Feet;
 Thence S38°06'40"E 38.05 Feet; Thence S35°26'58"E 161.00 Feet parallel with said right-of-way line;
 Thence S65°38'41"E 18.49 Feet to the said right-of-way line and Place of Beginning.

Stormwater Drainage Easement Description

A part of the Southeast ¼ of the Southwest ¼ of the Northwest ¼ of Section 16, Town 3 North - Range 16 West, City of Douglas, Allegan County, State of Michigan more particularly described as follows:

Commencing at the West ¼ Corner of Section 16; then N89°32'47"E 662.20 Feet along the E-W ¼ Line of said Section 16;
 Thence N00°00'00"E 264.01 Feet to the Place of Beginning; Thence N89°32'47"E 651.59 Feet; Thence N09°24'21"E 74.18 Feet;
 Thence S69°47'35"W 102.31 Feet; Thence S89°32'47"W 384.91 Feet; Thence N00°27'13"W 99.11 Feet to the South Right-of-way Line of Beachwood Way;
 Thence Northwestwesterly along a non-tangential curve to the right, having a radius of 83.00 Feet, through a central angle of 115°02'05", an arc length of 20.05 Feet, whose chord measures 20.00 Feet bearing N65°25'08"W;
 Thence S69°47'35"W 138.13 Feet; Thence N00°00'00"E 193.52 Feet;
 Thence N90°00'00"E 68.24 Feet to the West Right-of-way Line of Beachwood Way;
 Thence Northwestwesterly along a non-tangential curve to the right, having a radius of 60.00 Feet, through a central angle of 148°40'27", an arc length of 254.16 Feet, whose chord measures 102.74 Feet, bearing N58°40'27"E;
 Thence S00°00'00"E 35.58 Feet; Thence N89°32'47"E 214.16 Feet;
 Thence S00°27'13"E 110.00 Feet to the North Right-of-way Line of Beachwood Way;
 Thence N89°32'47"E 30.00 Feet; Thence N00°27'13"W 110.00 Feet; Thence N89°32'47"E 23.45 Feet; Thence N54°33'02"E 87.40 Feet;
 Thence S35°59'04"E 75.37 Feet; Thence S65°45'41"E 6.53 Feet to the West Right-of-way Line of St. Peters Drive;
 Thence N35°26'58"W 223.79 Feet along the West Right-of-way Line of St. Peters Drive;
 Thence N65°14'13"W 86.97 Feet along the West Right-of-way Line of St. Peters Drive;
 Thence S60°02'58"E 61.80 Feet; Thence S53°43'22"E 39.26 Feet; Thence S35°59'04"E 104.78 Feet; Thence S54°33'02"W 80.91 Feet;
 Thence S89°32'47"W 33.75 Feet; Thence N35°26'58"W 104.74 Feet; Thence S54°33'02"W 17.00 Feet; Thence N35°26'58"W 74.25 Feet;
 Thence S54°33'02"W 25.49 Feet; Thence N35°26'58"W 67.43 Feet; Thence N54°33'02"E 91.44 Feet; Thence S53°23'15"E 76.48 Feet to the West Right-of-way Line of St. Peters Drive; Thence N46°20'13"W 74.09 Feet along said West Right-of-way Line;
 Thence Northwestwesterly along a non-tangential curve to the left, having a radius of 40.00 Feet, through a central angle of 45°00'07", an arc length of 62.80 Feet, whose chord measures 56.55 Feet, bearing S88°41'11"W to the South Right-of-way Line of S. Shore Court;
 Thence S43°39'45"W 83.94 Feet along said right-of-way line; Thence S89°13'32"W 139.55 Feet along said right-of-way line;
 Thence S00°06'24"W 256.13 Feet; Thence S00°00'00"W 279.65 Feet to the Place of Beginning.

Stormwater Drainage Easement Description - Centre Collective Mixed Use

A part of the Southeast ¼ of the Southwest ¼ of the Northwest ¼ of Section 16, Town 3 North - Range 16 West, City of Douglas, Allegan County, State of Michigan more particularly described as follows:

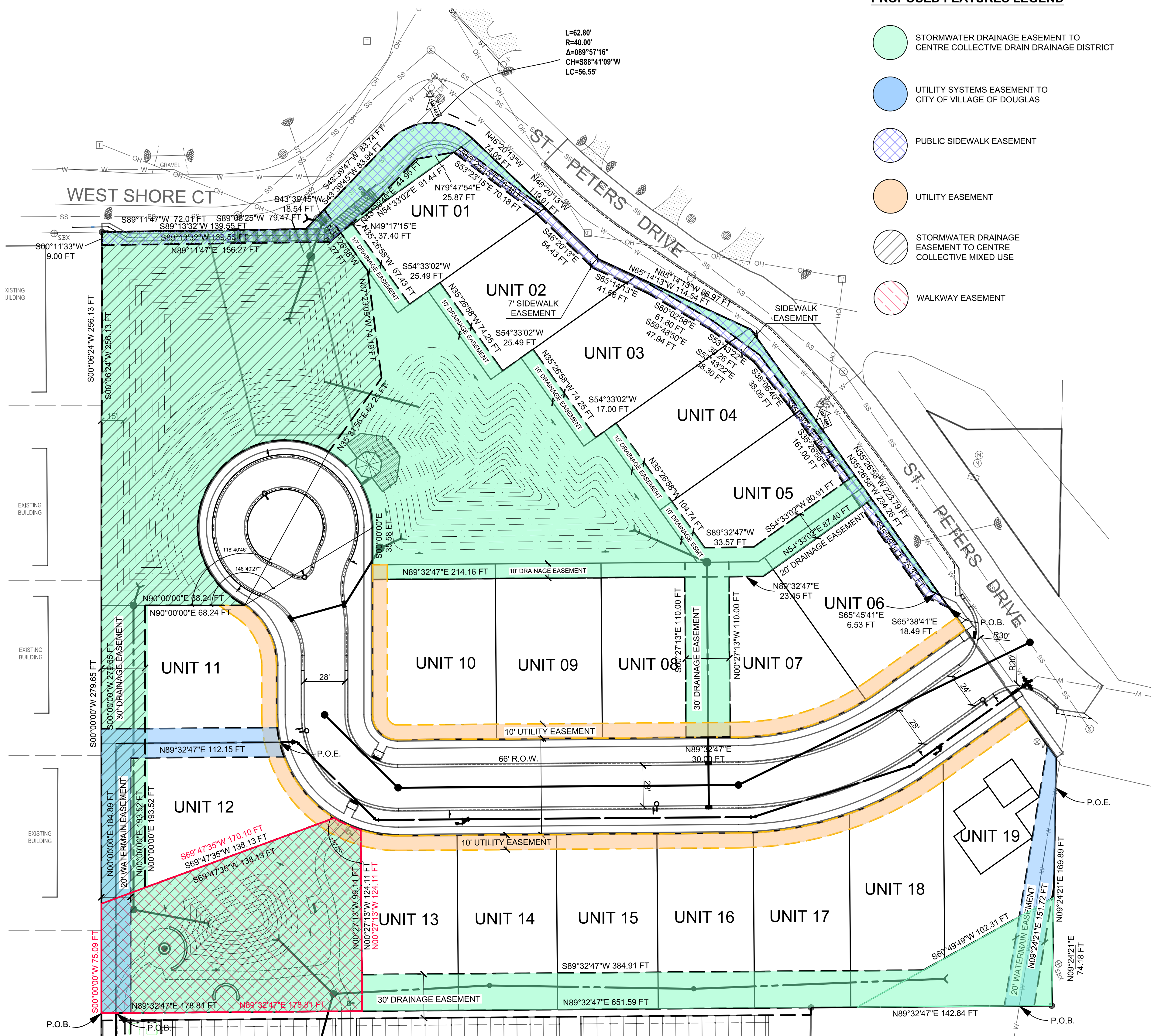
Commencing at the West ¼ Corner of Section 16; then N89°32'47"E 662.20 Feet along the E-W ¼ Line of said Section 16;
 Thence N00°00'00"E 264.01 Feet to the Place of Beginning;
 Thence N89°32'47"E 178.81 Feet; Thence N00°27'13"W 124.11 Feet to the South Right-of-way Line of Beachwood Way;
 Thence Northwestwesterly along a non-tangential curve to the right, having a radius of 83.00 Feet, through a central angle of 115°02'05", an arc length of 20.05 Feet, whose chord measures 20.00 Feet bearing N65°25'08"W;
 Thence S69°47'35"W 138.13 Feet; Thence N00°00'00"E 193.52 Feet;
 Thence N90°00'00"E 68.24 Feet to the West Right-of-way Line of Beachwood Way;
 Thence Northwestwesterly along a non-tangential curve to the right, having a radius of 60.00 Feet, through a central angle of 118°40'46", an arc length of 191.18 Feet, whose chord measures 120.17 Feet, bearing N28°40'46"E;
 Thence N35°31'56"E 62.25 Feet; Thence N07°23'09"W 74.19 Feet;
 Thence N35°26'58"W 51.27 Feet to the south Right-of-way Line of West Shore Court;
 Thence S43°39'45"W 18.54 Feet along said right-of-way line;
 Thence S89°13'32"W 139.55 Feet along said right-of-way line;
 Thence S00°06'24"W 256.13 Feet;
 Thence S00°00'00"W 279.65 Feet to the Place of Beginning.

Walkway Easement Description

A part of the Southeast ¼ of the Southwest ¼ of the Northwest ¼ of Section 16, Town 3 North - Range 16 West, City of Douglas, Allegan County, State of Michigan more particularly described as follows:

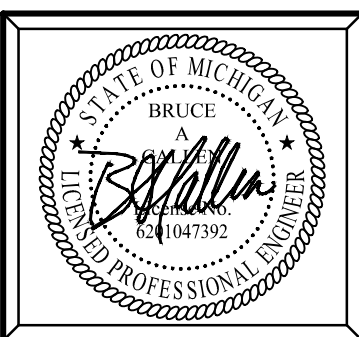
Commencing at the West ¼ Corner of Section 16; then N89°32'47"E 662.20 Feet along the E-W ¼ Line of said Section 16;
 Thence N00°00'00"E 264.01 Feet to the Place of Beginning;
 Thence N89°32'47"E 178.81 Feet; Thence N00°27'13"W 124.11 Feet to the South Right-of-way Line of Beachwood Way;
 Thence Northwestwesterly along a non-tangential curve to the right, having a radius of 83.00 Feet, through a central angle of 115°02'05", an arc length of 20.05 Feet, whose chord measures 20.00 Feet bearing N65°25'08"W;
 Thence S69°47'35"W 170.10 Feet;
 Thence S00°06'24"W 75.09 Feet to the Place of Beginning.

DATE OF PLAN: 01-08-24



LINE TYPE LEGEND

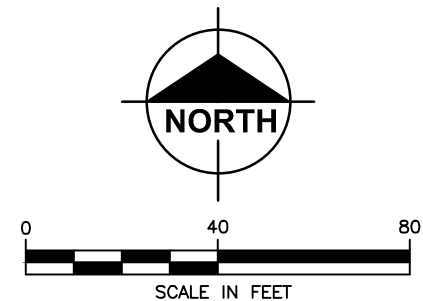
- W — W — W — EX. WATER UTILITY LINE
- G — G — G — EX. GAS UTILITY LINE
- ST — ST — ST — EX. STORM UTILITY LINE
- SS — SS — SS — EX. SANITARY UTILITY LINE
- OH — OH — OH — EX. OVERHEAD UTILITY LINE
- — — — — PROP. STORM SEWER
- — — — — PROP. SANITARY SEWER
- — — — — PROP. WATERMAIN

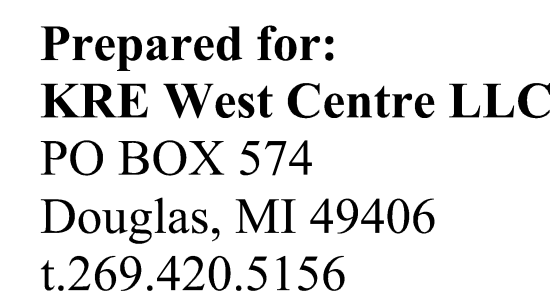


Plan Prepared By:

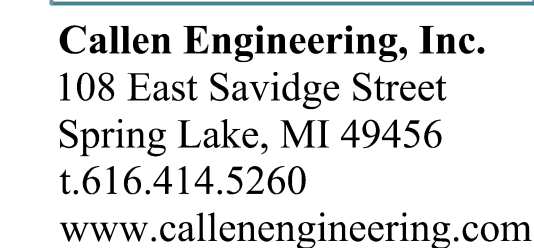
Bruce A. Callen, PE
 Callen Engineering, Inc.
 108 E. Savidge St.
 Spring Lake, Michigan 49456

Tel: 616-414-5260
 email: bcallen@callenengineering.com





CENTRE
COLLECTIVE
324 West Center Street
Douglas, Michigan



Job No: 021 KERR - CENTRE COLLECTIVE
Issue: FINAL SITE CONDO PLAN SUBMITTAL
Issue Date: JANUARY 08, 2024

C2.3



before you dig.

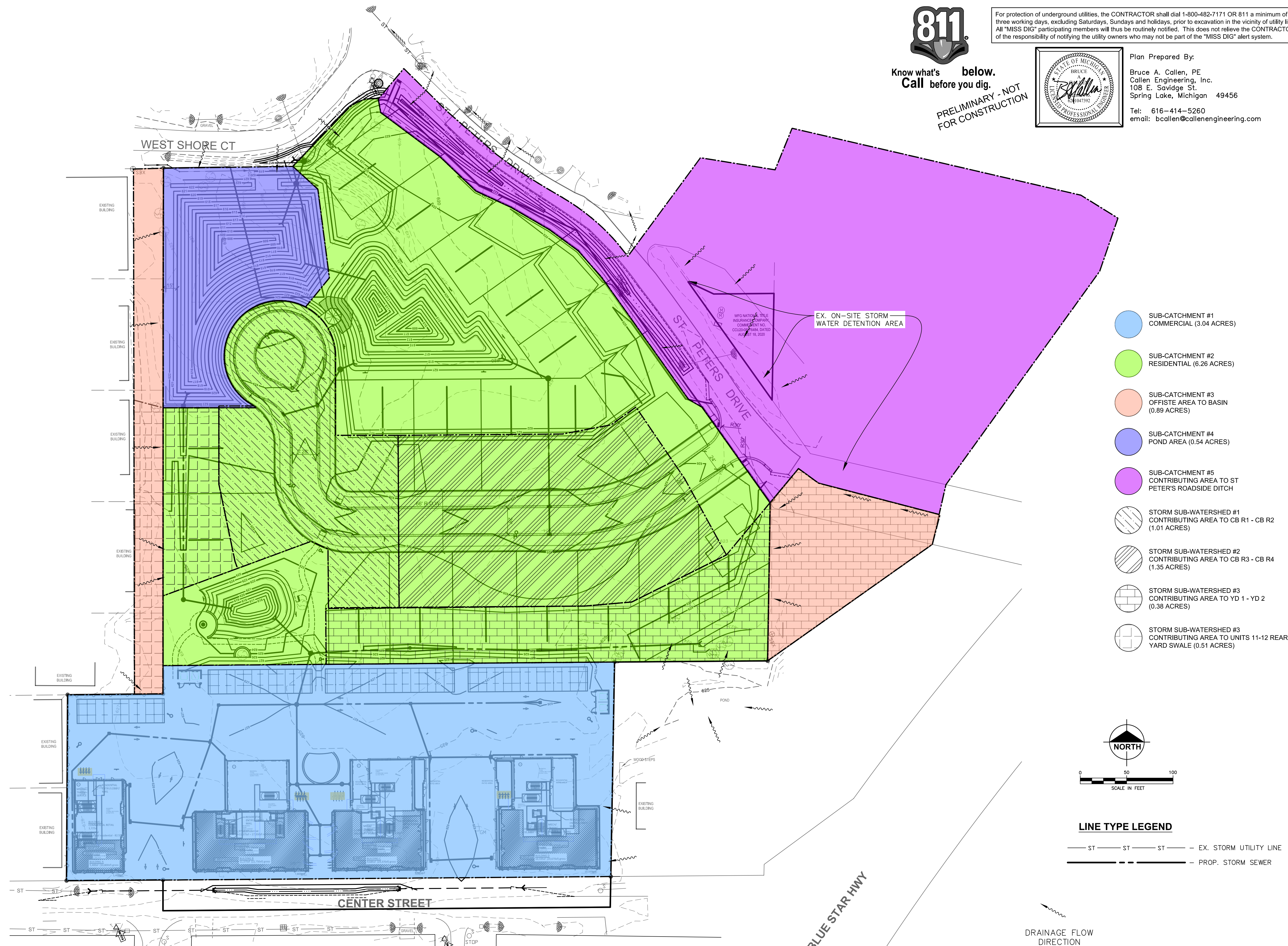
**PRELIMINARY - NOT
FOR CONSTRUCTION**



Bruce A. Callen, PE
Callen Engineering, Inc.
108 E. Savidge St.
Spring Lake, Michigan 49456

Tel: 616-414-5260
email: bcallen@callenengineering.com

For protection of underground utilities, the CONTRACTOR shall dial 1-800-482-7171 OR 811 a minimum of three working days, excluding Saturdays, Sundays and holidays, prior to excavation in the vicinity of utility lines. All "MISS DIG" participating members will thus be routinely notified. This does not relieve the CONTRACTOR of the responsibility of notifying the utility owners who may not be part of the "MISS DIG" alert system.

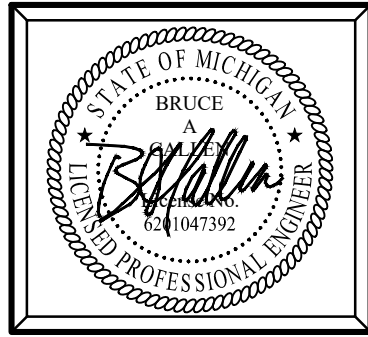


DATE OF PLAN: 01-08-24



Know what's below.
Call before you dig.

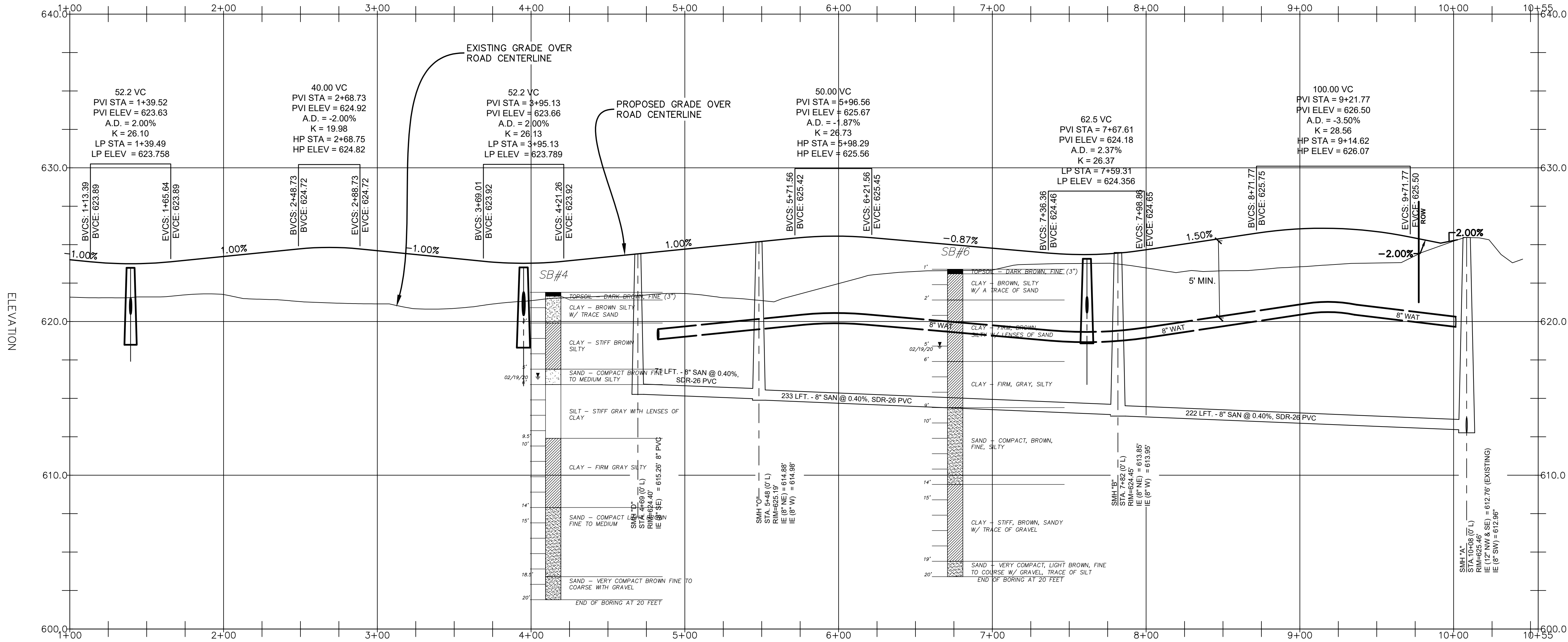
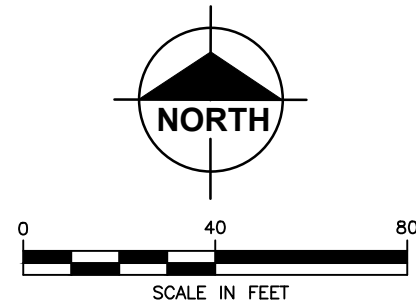
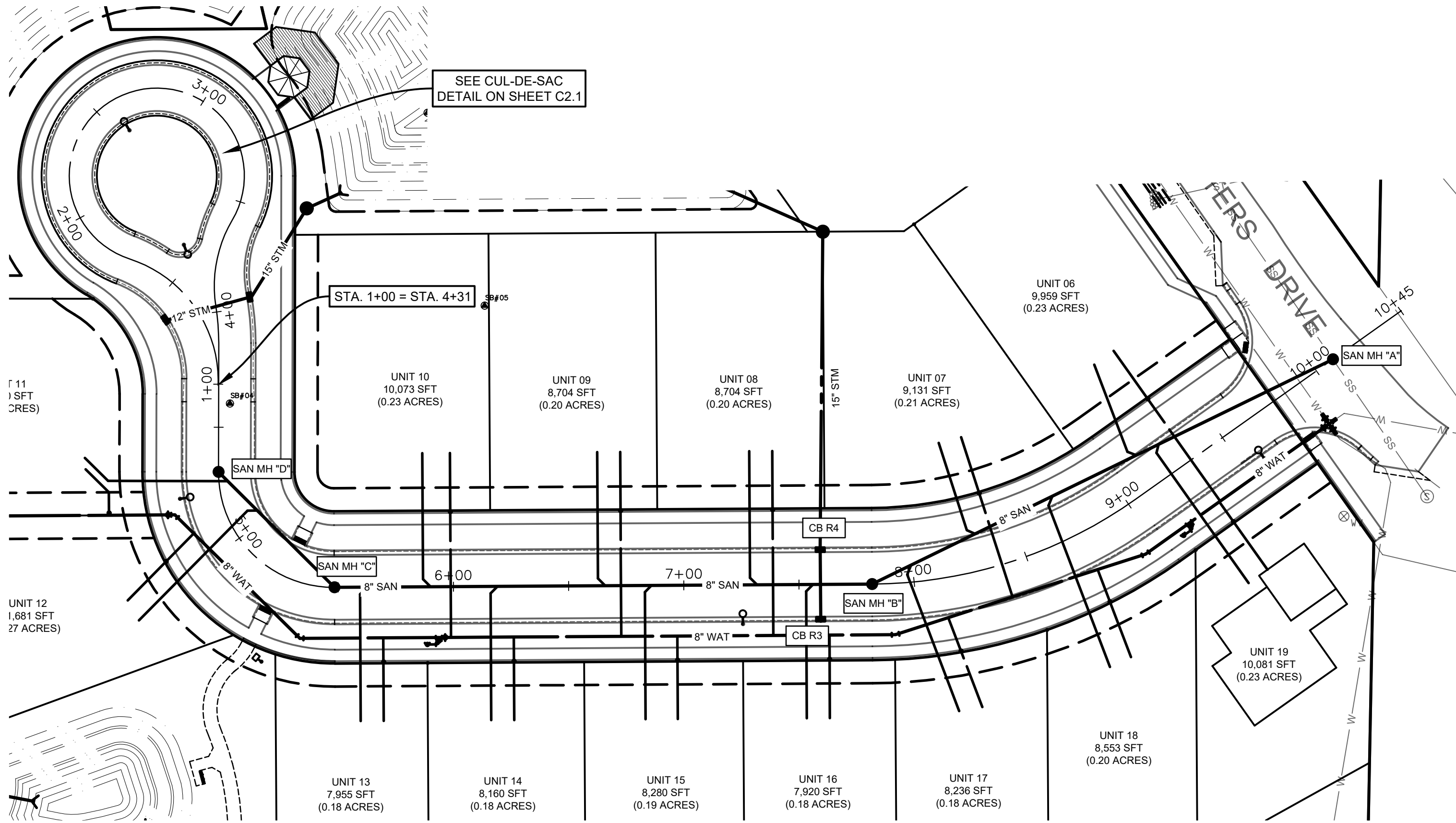
For protection of underground utilities, the CONTRACTOR shall dial 1-800-482-7171 OR 811 a minimum of three working days, excluding Saturdays, Sundays and holidays, prior to excavation in the vicinity of utility lines. All "MISS DIG" participating members will thus be routinely notified. This does not relieve the CONTRACTOR of the responsibility of notifying the utility owners who may not be part of the "MISS DIG" alert system.



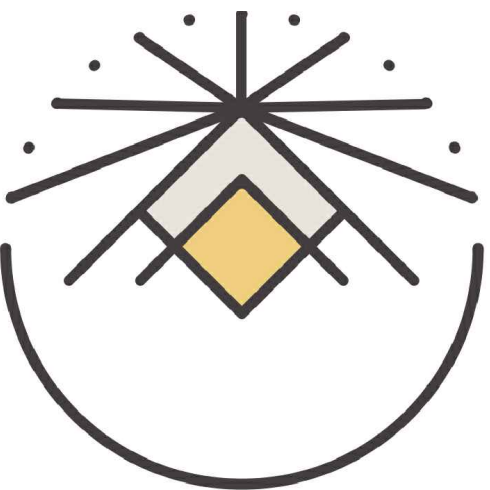
Plan Prepared By:
Bruce A. Callen, P.E.
Callen Engineering, Inc.
108 E. Savidge St.
Spring Lake, Michigan 49456
Tel: 616-414-5260
email: bcallen@callenengineering.com

LINE TYPE LEGEND

- W W W - EX. WATER UTILITY LINE
- G G G - EX. GAS UTILITY LINE
- ST ST ST - EX. STORM UTILITY LINE
- SS SS SS - EX. SANITARY UTILITY LINE
- OH OH OH - EX. OVERHEAD UTILITY LINE
- - - - PROP. STORM SEWER
- - - - PROP. SANITARY SEWER
- - - - PROP. WATERMAIN



621.55	623.80	621.60	623.78	621.74	623.96	621.76	624.23	621.78	624.45	621.29	624.73	621.19	624.81	621.15	624.61	620.83	624.36	620.85	624.11	621.14	623.87	621.36	623.79	621.56	623.96	621.66	624.21	621.73	624.46	621.82	624.71	621.54	624.96	621.36	625.21	621.80	625.45	622.47	625.96	623.07	625.42	623.26	625.21	623.31	624.99	623.35	624.77	623.72	624.55	623.77	624.37	623.79	624.40	623.49	624.67	623.26	625.04	623.30	625.42	623.39	625.79	623.56	626.03	623.72	626.05	623.81	625.85	624.29	625.43	625.23	625.27	625.07
--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------



Prepared for:
KRE West Centre LLC
PO BOX 574
Douglas, MI 49406
t.269.420.5156

CENTRE
COLLECTIVE
324 West Center Street
Douglas, Michigan



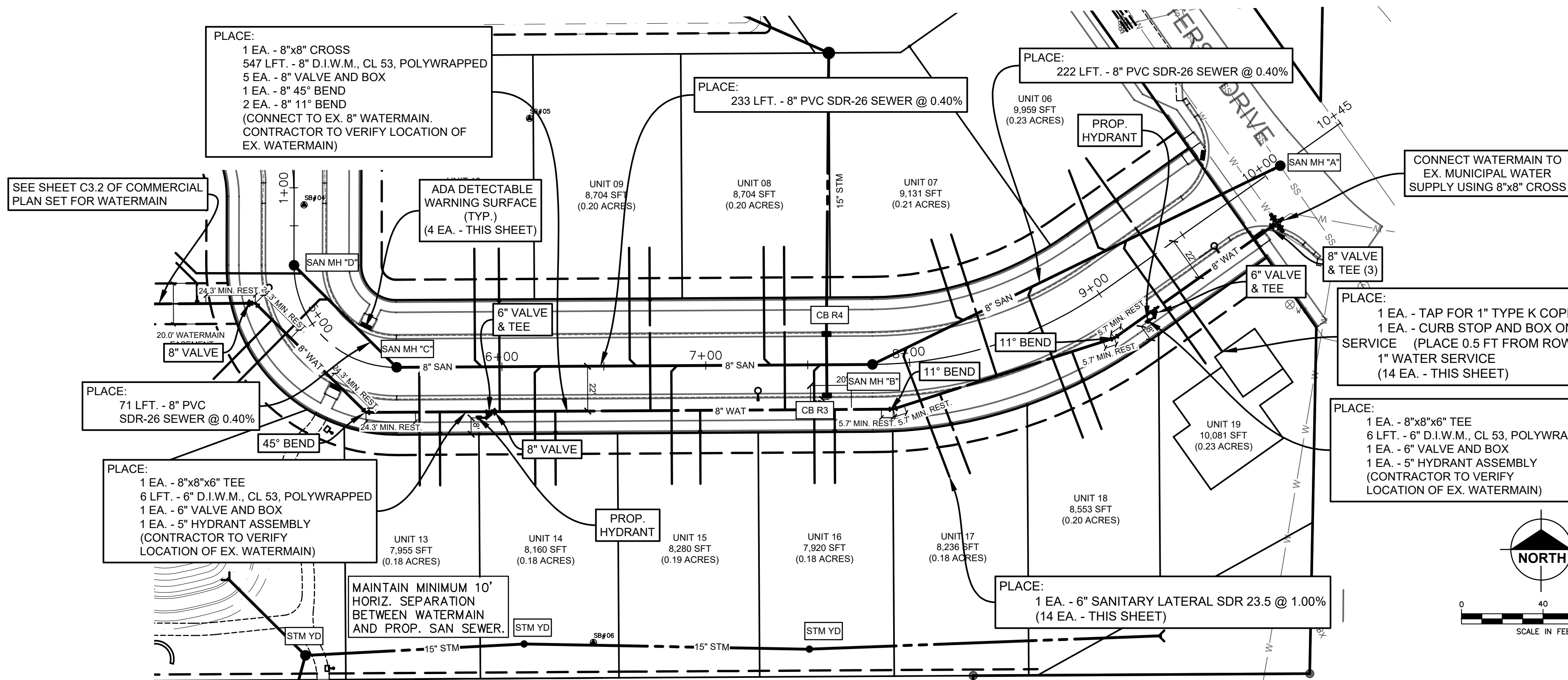
Callen Engineering, Inc.
108 east savidge street
spring lake, mi 49456
t.616.414.5260
www.callenengineering.com

**BEACHWOOD WAY
PLAN AND PROFILE**

Job No: 021 KERR - CENTRE COLLECTIVE
Issue: FINAL SITE CONDO PLAN SUBMITTAL
Issue Date: JANUARY 08, 2024

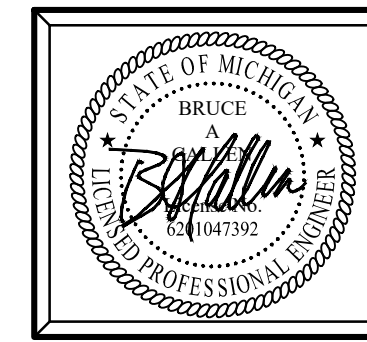
DATE OF PLAN: 01-08-24

C3.0



Know what's below.
Call before you dig.

For protection of underground utilities, the CONTRACTOR shall dial 1-800-482-7171 OR 811 a minimum of three working days, excluding Saturdays, Sundays and holidays, prior to excavation in the vicinity of utility lines. All "MISS DIG" participating members will thus be routinely notified. This does not relieve the CONTRACTOR of the responsibility of notifying the utility owners who may not be part of the "MISS DIG" alert system.



Plan Prepared By:

Bruce A. Callen, P.E.
Callen Engineering, Inc.
108 E. Savidge St.
Spring Lake, Michigan 49456

Tel: 616-414-5260
email: bcallen@callenengineering.com

LINE TYPE LEGEND

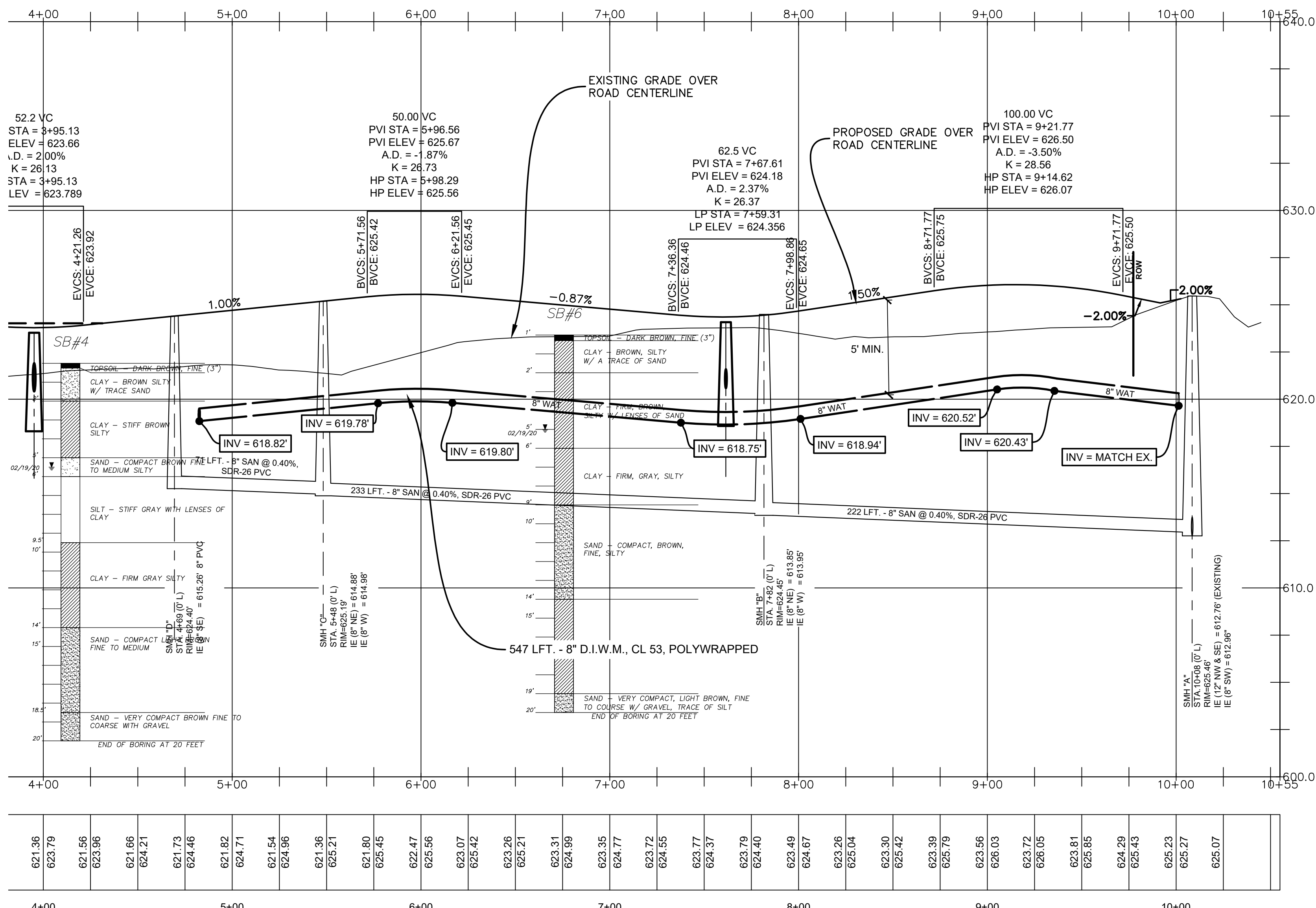
— W — W — W —	EX. WATER UTILITY LINE
— G — G — G —	EX. GAS UTILITY LINE
— ST — ST — ST —	EX. STORM UTILITY LINE
— SS — SS — SS —	EX. SANITARY UTILITY LINE
— OH — OH — OH —	EX. OVERHEAD UTILITY LINE
— — — — —	PROP. STORM SEWER
— — — — —	PROP. SANITARY SEWER
— — — — —	PROP. WATERMAIN

SANITARY SEWER NOTES

- CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- MAINTAIN MINIMUM 18 INCHES OF VERTICAL SEPARATION AND 10' HORIZONTAL SEPARATION BETWEEN ALL WATERMAIN AND SEWER.
- ALL INSTALLATION OF AND MATERIALS FOR SANITARY SEWER, LATERALS, AND CONNECTION THE EXISTING SANITARY SEWER SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS TITLED "CITY OF DOUGLAS, SECTION 6 SPECIFICATIONS FOR SANITARY SEWER", DATED MAY, 2023 THAT HAVE BEEN ADOPTED FOR THIS PROJECT.
- A PRE-CONSTRUCTION MEETING IS REQUIRED BEFORE SANITARY SEWER CONSTRUCTION ACTIVITIES BEGIN.
- SANITARY SEWER MUST BE AIR TESTED, MANDREL TESTED AND TELEVIEWED NO SOONER THAN 30 DAYS AFTER INSTALLATION AND AFTER PRIVATE UTILITIES ARE INSTALLED, WHICHEVER IS LATER.

WATERMAIN NOTES

- TOP OF PIPE SHALL BE A MINIMUM OF 5'-0" BELOW THE FINISH GROUND SURFACE.
- ALL PIPE TO HAVE NECESSARY JOINT RESTRAINTS PER PROJECT SPECIFICATIONS.
- THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF EXISTING WATERMAIN PRIOR TO CONSTRUCTION.
- MAINTAIN 18 INCHES OF VERTICAL CLEARANCE AND 10 FEET OF HORIZONTAL CLEARANCE BETWEEN WATERMAIN AND SEWERS.
- HYDRANT TYPE SHALL BE CITY OF VILLAGE OF DOUGLAS STANDARD. HYDRANT SHALL HAVE 6'-0" BURY WITH STORZ CONNECTION. HYDRANT MARKERS SHALL BE FLEXSTAKE FH800 SERIES (RED W/ HYDRANT DECAL) 48 INCHES TALL OR APPROVED EQUAL.
- ALL INSTALLATION OF AND MATERIALS FOR WATERMAIN, WATER SERVICES, CONNECTION TO THE EXISTING WATERMAIN, SPECIFICATIONS TITLED "CITY OF DOUGLAS, SECTION 4 SPECIFICATIONS FOR WATER MAINS", DATED MAY, 2023 THAT HAVE BEEN ADOPTED FOR THIS PROJECT.
- A PRE-CONSTRUCTION MEETING WITH THE KLSWA IS REQUIRED BEFORE WATERMAIN CONSTRUCTION ACTIVITIES MAY BEGIN.
- WATER MAIN FLUSHING, PRESSURE TESTING AND BACTERIOLOGICAL TESTING SHALL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
- FLOW TESTING UPON COMPLETION OF THE PROJECT SHALL BE IN COMPLETED IN ACCORDANCE WITH SAUGATUCK TOWNSHIP FIRE DEPT. REQUIREMENTS



STORM STRUCTURE NOTES

STORM SEWER LENGTHS PROVIDED ARE MEASURED FROM CENTER OF STRUCTURE. RIM ELEVATIONS ARE MEASURED AT EDGE OF METAL.

STORM SEWER SHALL BE WATER-TIGHT, SOLID-WALL HDPE OR APPROVED EQUAL, UNLESS INDICATED ON THE PLANS. MANDREL TESTING AND CCTV INSPECTIONS FOR HDPE PIPE DESIGNATED AS COUNTY DRAIN SHALL BE COMPLETED 30 DAYS OR MORE AFTER INSTALLATION.

MANHOLES AND CATCH BASINS SHALL BE IN ACCORDANCE WITH MDOT STANDARD SPECIFICATIONS. CATCH BASINS SHALL INCLUDE 2-FT SUMP.

ALL EXISTING CATCH BASINS TO REMAIN SHALL BE CLEANED AND INSPECTED TO VERIFY OPERABILITY.

CONNECTIONS TO MANHOLES SHALL BE MADE WITH A RESILIENT CONNECTOR FOR PIPE DIAMETERS 24 INCHES OR LESS.

MANHOLE RIM ELEVATIONS SHALL BE SET 1/4" BELOW PLAN GRADE.
CATCH BASIN RIM ELEVATIONS SHALL BE SET 1 1/8" BELOW PLAN GRADE.

ALL CURB DIMENSIONS ARE MEASURED FROM EDGE OF METAL.

THE CONTRACTOR SHALL EXPOSE AND VERIFY LOCATION AND DEPTH OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONFLICTS IN GRADES SHALL BE REPORTED TO ENGINEER AND ADJUSTMENTS SHALL BE MADE AT NO ADDITIONAL COST TO OWNER.

LINE TYPE LEGEND

— W —	W	W	—	EX. WATER UTILITY LINE
— G —	G	G	—	EX. GAS UTILITY LINE
— ST —	ST	ST	—	EX. STORM UTILITY LINE
— SS —	SS	SS	—	EX. SANITARY UTILITY LINE
— DH —	DH	DH	—	EX. OVERHEAD UTILITY LINE
— — —	—	—	—	PROP. STORM SEWER
— — —	—	—	—	PROP. SANITARY SEWER
— — —	—	—	—	PROP. WATERMAIN



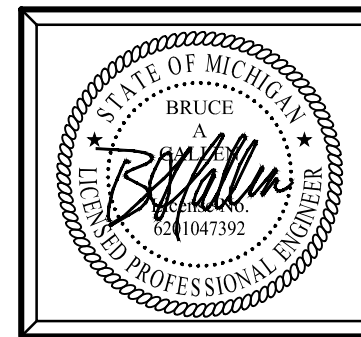
Know what's below.
Call before you dig.

**STORM STRUCTURE SCHEDULE
(THIS SHEET)**

MH#3 (4' DIA) RIM = 623.50 FT
(COVER: EJJW 1045 Z SERIES W/ SOLID COVER OR A.E.)
24" INV (NW) = 621.16 FT (HDPE STM @ 0.35%)
24" INV (S) = 620.47 FT (HDPE STM @ 0.35%)

MH#4 (4' DIA) RIM = 625.50 FT (OVERFLOW)
(COVER: EJJW 1045 Z SERIES W/ SOLID COVER OR A.E.)
24" INV (N) = 621.05 FT (HDPE STM @ 0.35%)
24" INV (SE) = 621.15 FT (HDPE STM @ -6.20%)

For protection of underground utilities, the CONTRACTOR shall dial 1-800-482-7171 OR 811 a minimum of three working days, excluding Saturdays, Sundays and holidays, prior to excavation in the vicinity of utility lines. All "MISS DIG" participating members will thus be routinely notified. This does not relieve the CONTRACTOR of the responsibility of notifying the utility owners who may not be part of the "MISS DIG" alert system.

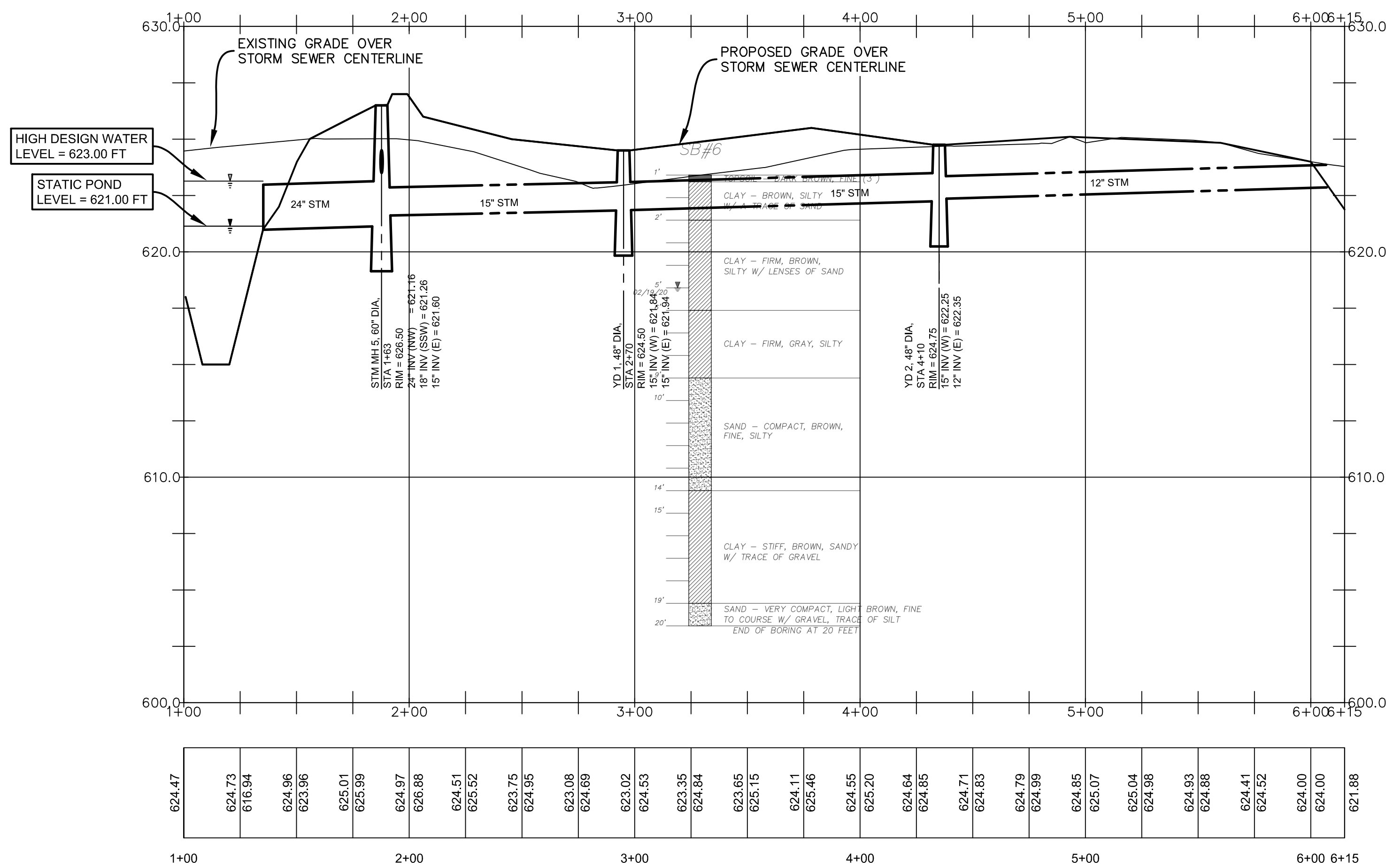
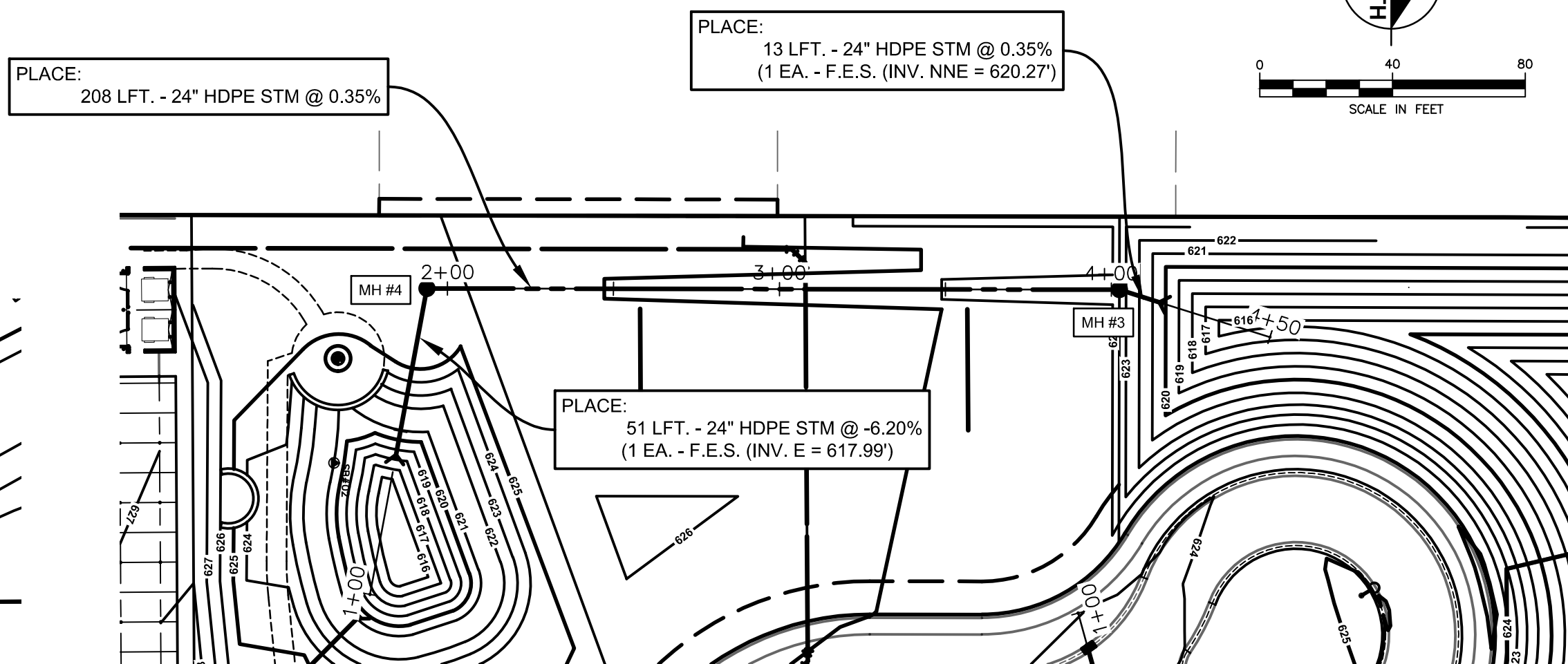
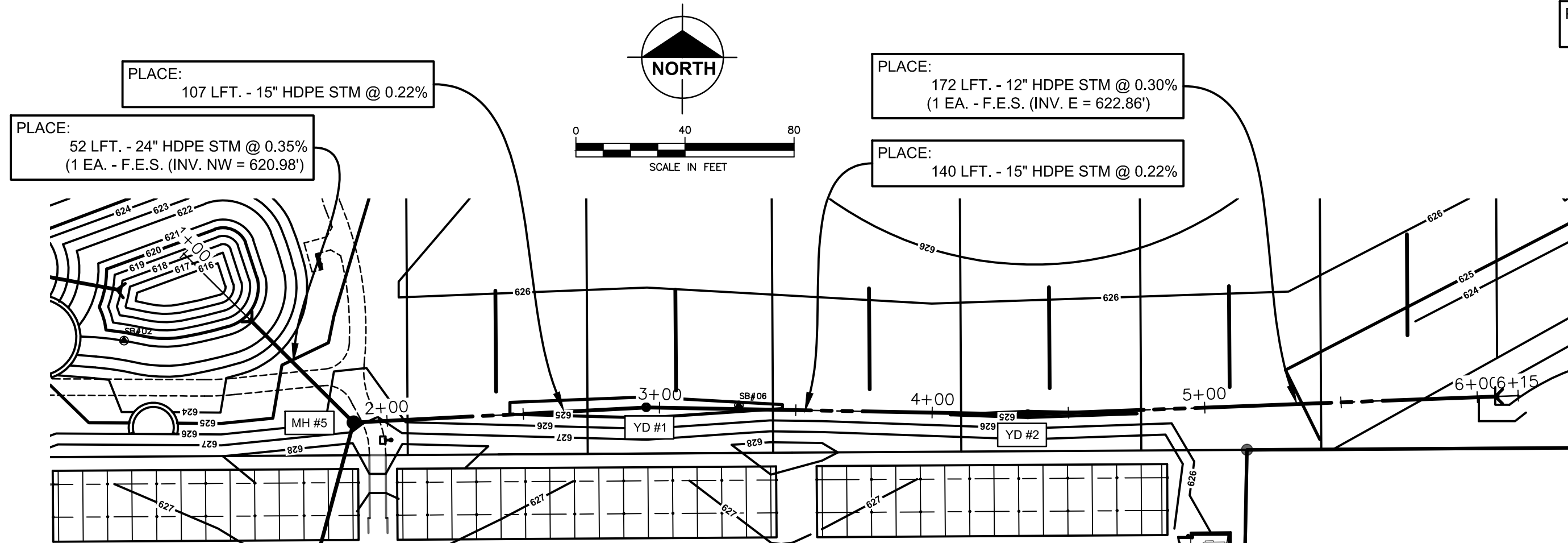
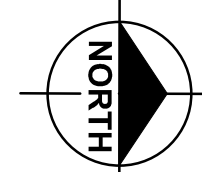


Plan Prepared By:

Bruce A. Callen, P.E.
Callen Engineering, Inc.
108 E. Savidge St.
Spring Lake, Michigan 49456

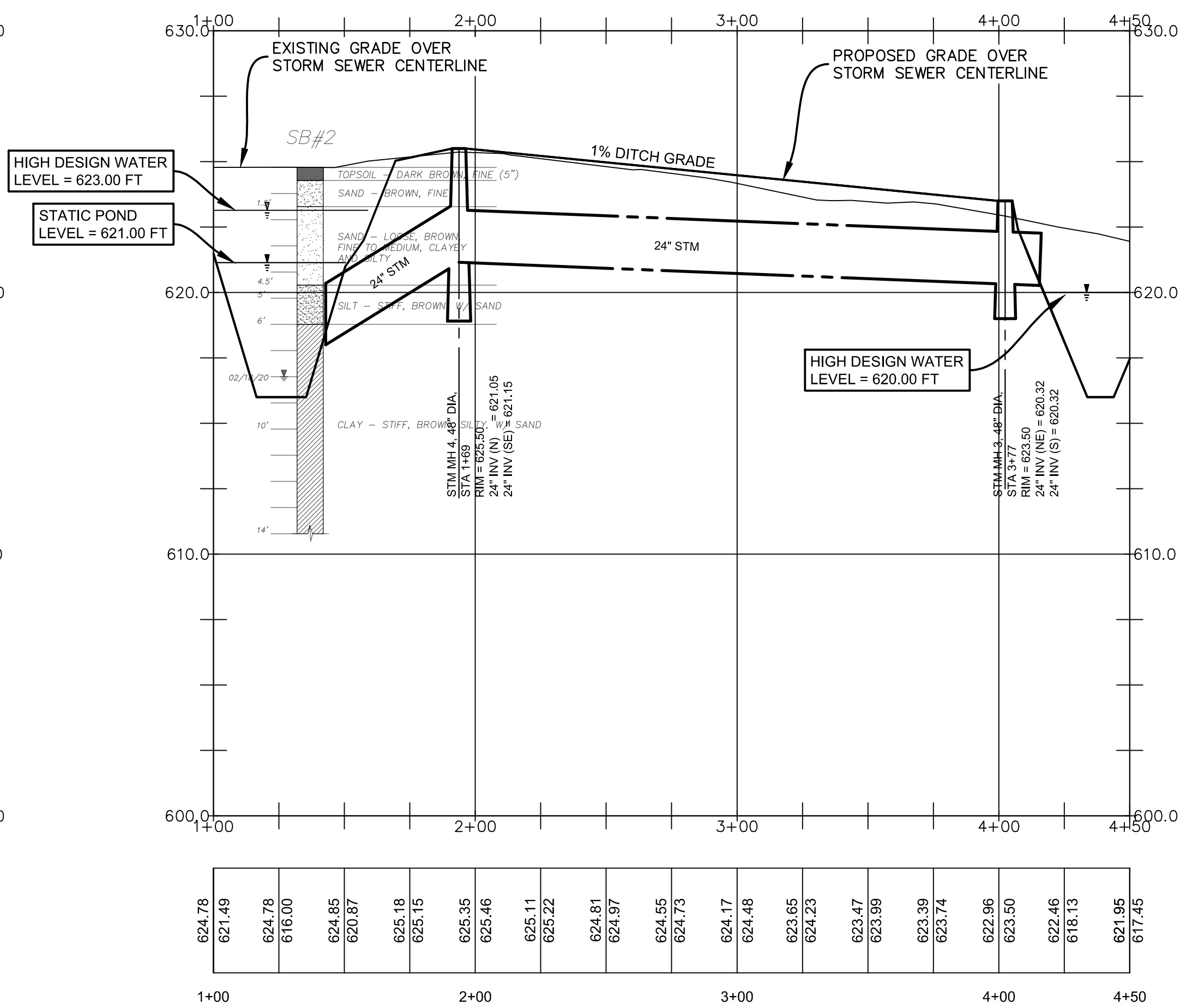
Tel: 616-414-5260
email: bcallen@callenengineering.com

PRELIMINARY - NOT
FOR CONSTRUCTION



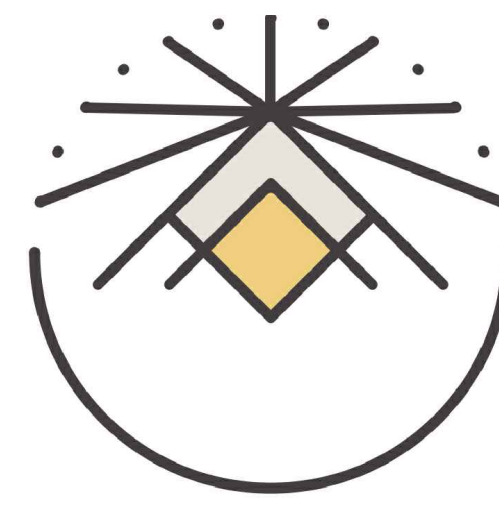
HORIZONTAL SCALE: 1"=40'

VERTICAL SCALE: 1"=4'



HORIZONTAL SCALE: 1"=40'

VERTICAL SCALE: 1"=4'



Prepared for:
KRE West Centre LLC
PO BOX 574
Douglas, MI 49406
t.269.420.5156

CENTRE
COLLECTIVE
324 West Center Street
Douglas, Michigan



Callen Engineering, Inc.
108 east savidge street
spring lake, mi 49456
t.616.414.5260
www.callenengineering.com

**STORM SEWER PLAN
AND PROFILE**

Job No: 021 KERR - CENTRE COLLECTIVE
Issue: FINAL SITE CONDO PLAN SUBMITTAL
Issue Date: JANUARY 8, 2024

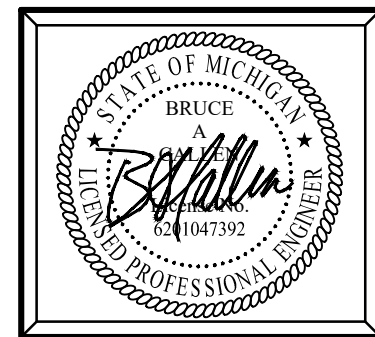
C3.2

DATE OF PLAN: 01-08-24



Know what's below.
Call before you dig.

For protection of underground utilities, the CONTRACTOR shall dial 1-800-482-7171 OR 811 a minimum of three working days, excluding Saturdays, Sundays and holidays, prior to excavation in the vicinity of utility lines. All "MISS DIG" participating members will thus be routinely notified. This does not relieve the CONTRACTOR of the responsibility of notifying the utility owners who may not be part of the "MISS DIG" alert system.

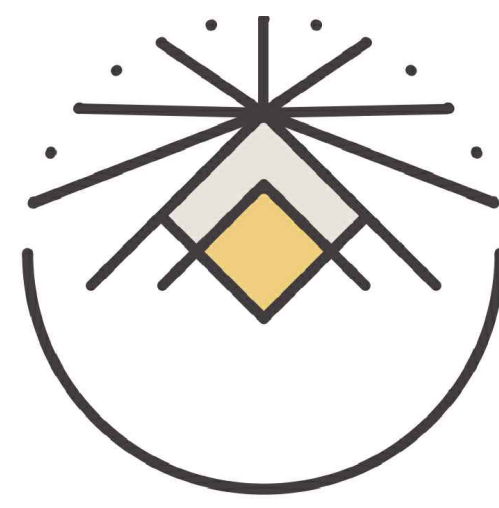


Plan Prepared By:

Bruce A. Callen, P.E.
Callen Engineering, Inc.
108 E. Savidge St.
Spring Lake, Michigan 49456

Tel: 616-414-5260
email: bcallen@callenengineering.com

PRELIMINARY - NOT
FOR CONSTRUCTION



Prepared for:
KRE West Centre LLC
PO BOX 574
Douglas, MI 49406
t.269.420.5156

STORM STRUCTURE SCHEDULE (THIS SHEET)

CB #R1 (2' DIA) RIM = 623.49 FT
(COVER: EJIW MDOT R-15 W/ TYPE K COVER OR A.E.)
12" INV. (NE) = 620.49 FT (RCP STM @ 0.22%)

CB #R2 (4' DIA) RIM = 623.52 FT
(COVER: EJIW MDOT R-15 W/ TYPE K COVER OR A.E.)
15" INV. (NE) = 620.30 FT (HDPE STM @ 0.22%)
12" INV. (SW) = 620.40 FT (RCP STM @ 0.22%)

MH#R2 (4' DIA) RIM = 624.00 FT
(COVER: EJIW 1045 Z SERIES W/ M2 GRATE OR A.E.)
15" INV. (NE) = 620.10 FT (HDPE STM @ 0.22%)
15" INV. (SW) = 620.20 FT (HDPE STM @ 0.22%)

STORM STRUCTURE NOTES

STORM SEWER LENGTHS PROVIDED ARE MEASURED FROM CENTER OF STRUCTURE. RIM ELEVATIONS ARE MEASURED AT EDGE OF METAL.

STORM SEWER SHALL BE WATER-TIGHT, SOLID-WALL HDPE OR APPROVED EQUAL, UNLESS INDICATED ON THE PLANS. MANDREL TESTING AND CCTV INSPECTIONS FOR HDPE PIPE DESIGNATED AS COUNTY DRAIN SHALL BE COMPLETED 30 DAYS OR MORE AFTER INSTALLATION.

MANHOLES AND CATCH BASINS SHALL BE IN ACCORDANCE WITH MDOT STANDARD SPECIFICATIONS. CATCH BASINS SHALL INCLUDE 2-FT SUMP.

ALL EXISTING CATCH BASINS TO REMAIN SHALL BE CLEANED AND INSPECTED TO VERIFY OPERABILITY.

CONNECTIONS TO MANHOLES SHALL BE MADE WITH A RESILIENT CONNECTOR FOR PIPE DIAMETERS 24 INCHES OR LESS.

MANHOLE RIM ELEVATIONS SHALL BE SET 1/4" BELOW PLAN GRADE.
CATCH BASIN RIM ELEVATIONS SHALL BE SET 1/8" BELOW PLAN GRADE.

ALL CURB DIMENSIONS ARE MEASURED FROM EDGE OF METAL.

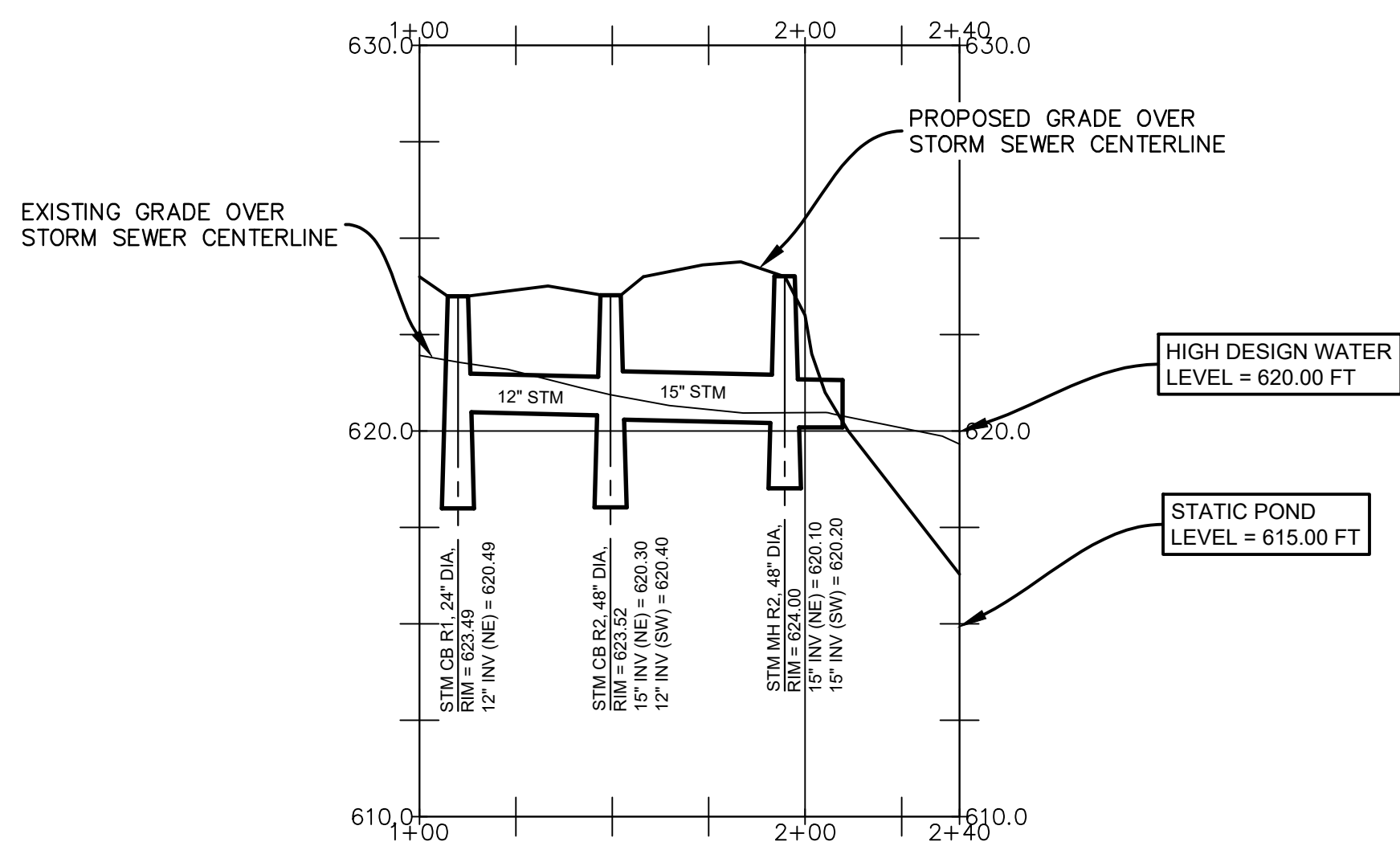
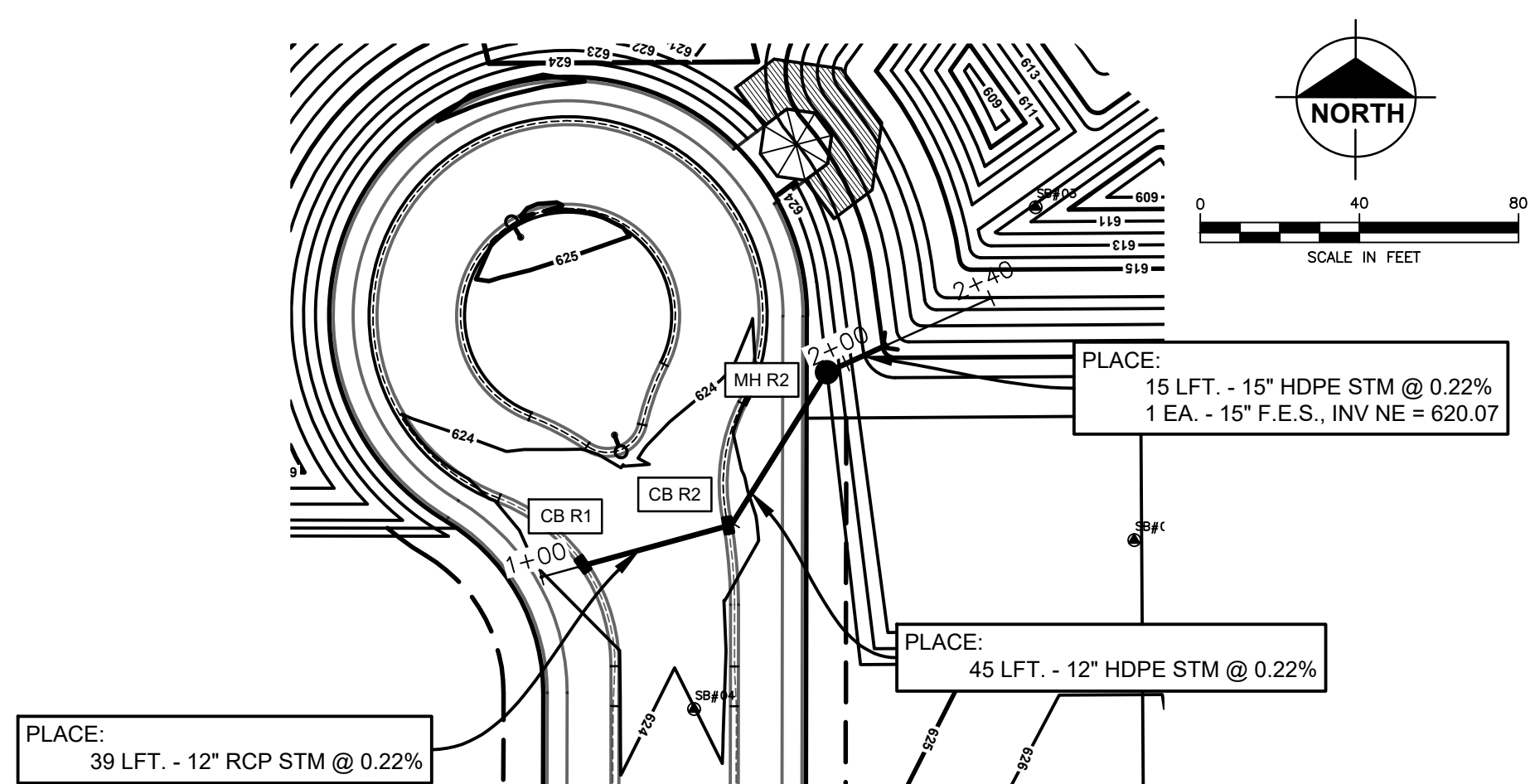
THE CONTRACTOR SHALL EXPOSE AND VERIFY LOCATION AND DEPTH OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONFLICTS IN GRADES SHALL BE REPORTED TO ENGINEER AND ADJUSTMENTS SHALL BE MADE AT NO ADDITIONAL COST TO OWNER.

STORM STRUCTURE SCHEDULE (THIS SHEET)

MH #R1 (4' DIA) RIM = 622.50 FT
(COVER: EJIW 1045 Z SERIES W/ TYPE 02 BEEHIVE OR A.E.)
15" INV. (NW) = 619.79 FT (HDPE STM @ 0.22%)
15" INV. (S) = 619.86 FT (HDPE STM @ 0.22%)

CB #R3 (2' DIA) RIM = 624.08 FT
(COVER: EJIW MDOT R-15 W/ TYPE K COVER OR A.E.)
12" INV. (N) = 620.58 FT (RCP STM @ 1.00%)

CB #R4 (4' DIA) RIM = 624.08 FT
(COVER: EJIW MDOT R-15 W/ TYPE K COVER OR A.E.)
15" INV. (N) = 620.16 FT (HDPE STM @ 0.22%)
12" INV. (S) = 620.26 FT (RCP STM @ 0.22%)

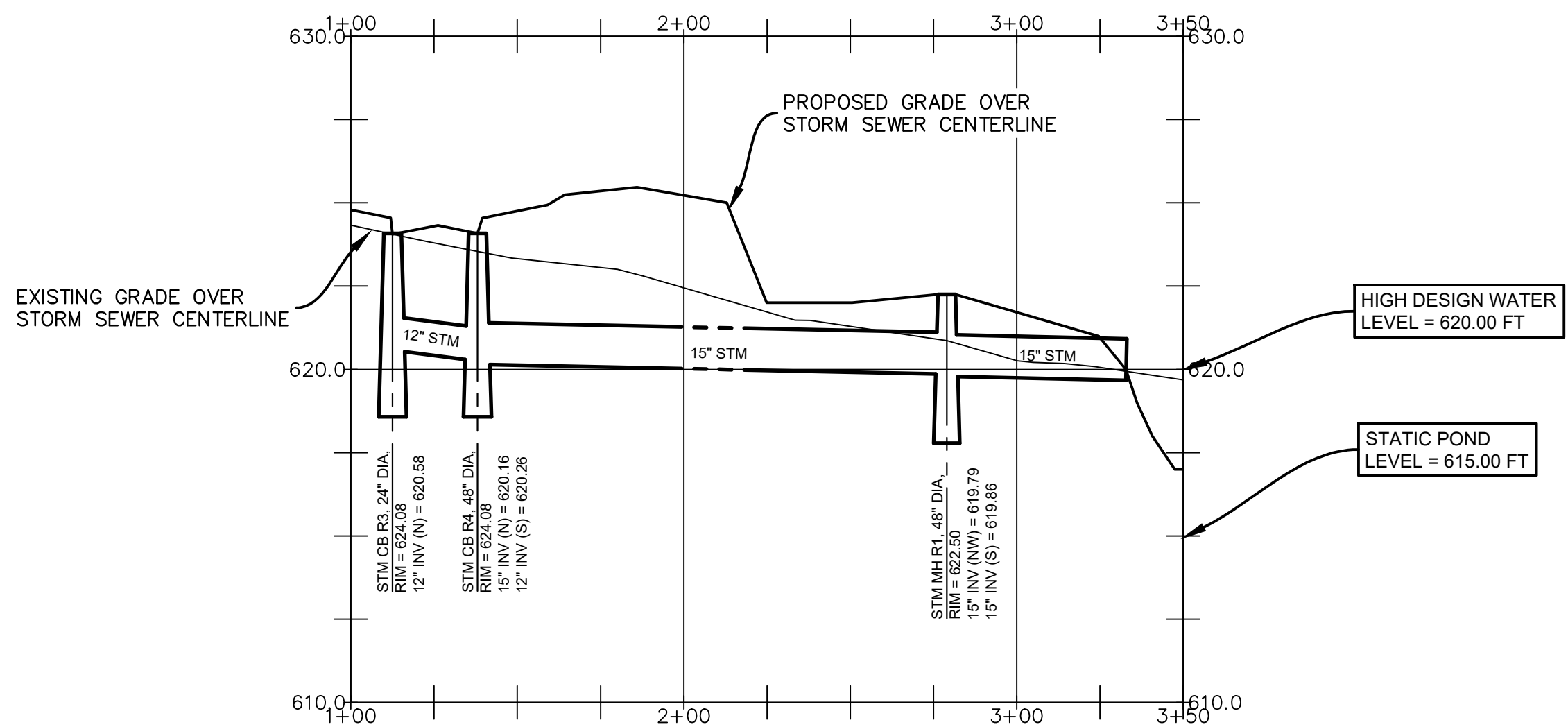
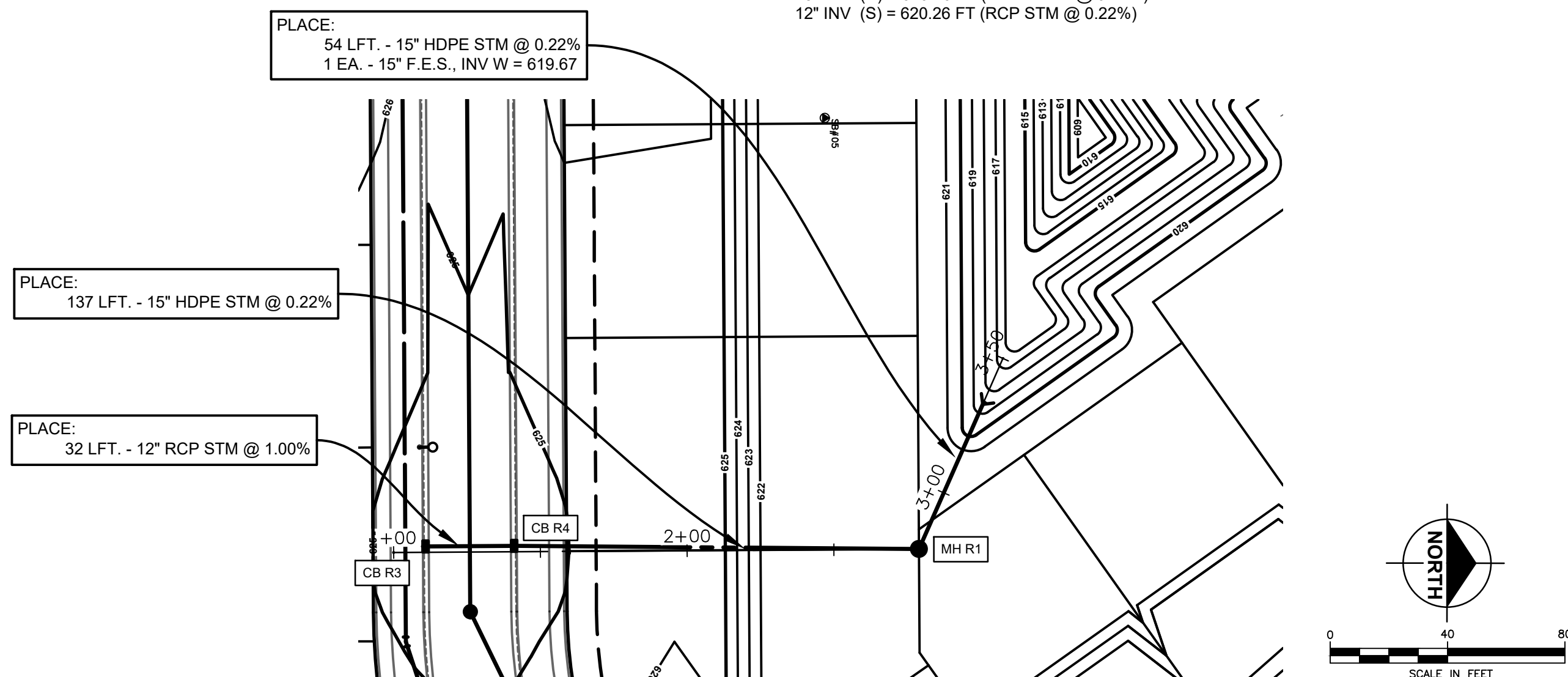


LINE TYPE LEGEND

— W — W — W —	— EX. WATER UTILITY LINE
— G — G — G —	— EX. GAS UTILITY LINE
— ST — ST — ST —	— EX. STORM UTILITY LINE
— SS — SS — SS —	— EX. SANITARY UTILITY LINE
— DH — DH — DH —	— EX. OVERHEAD UTILITY LINE
— — — — —	— PROP. STORM SEWER
— — — — —	— PROP. SANITARY SEWER
— — — — —	— PROP. WATERMAIN

HORIZONTAL SCALE: 1"=40'

VERTICAL SCALE: 1"=4'



HORIZONTAL SCALE: 1"=40'

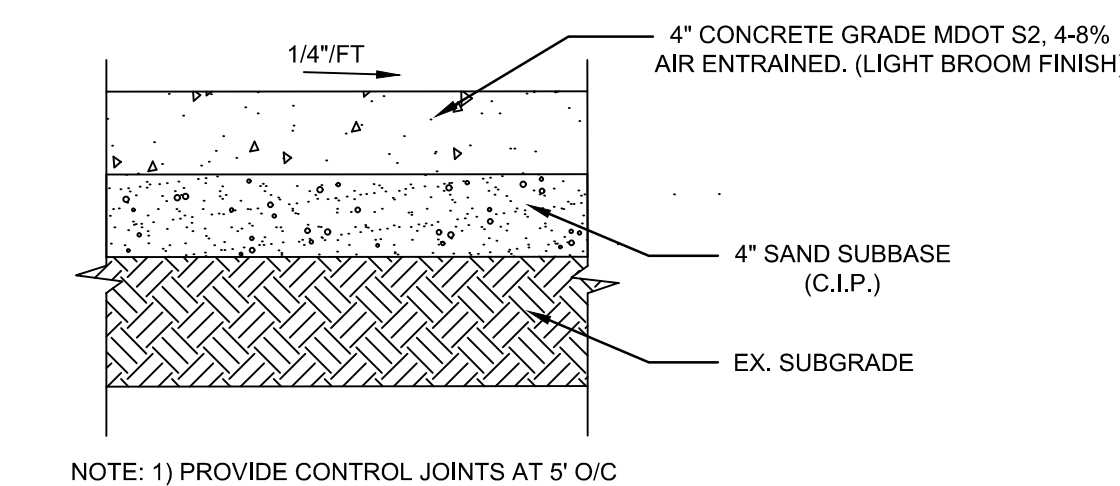
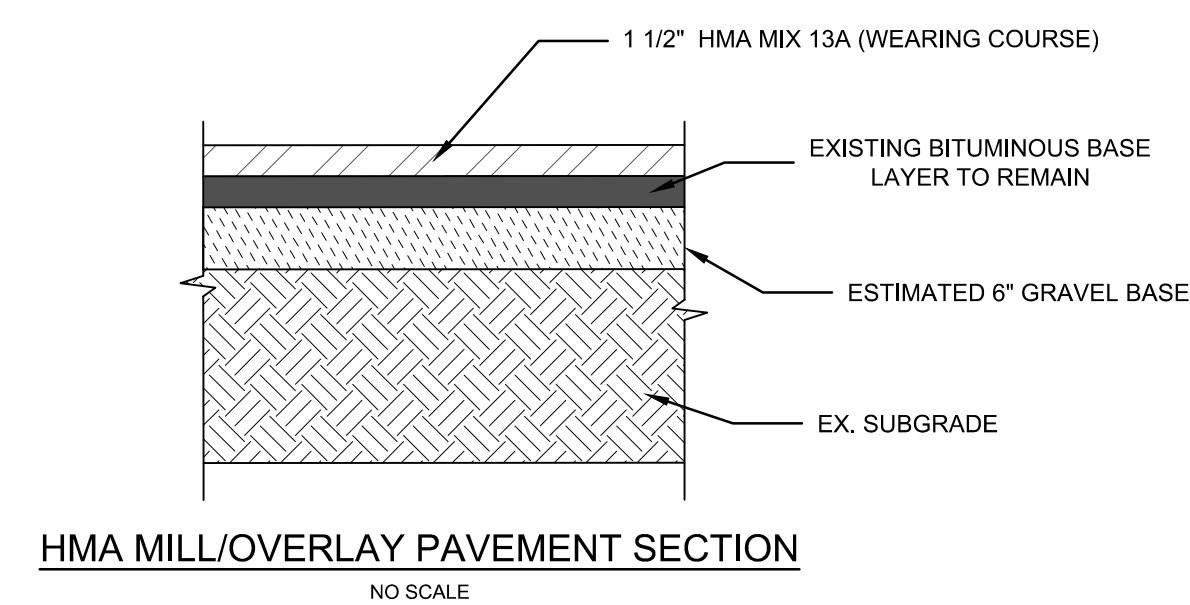
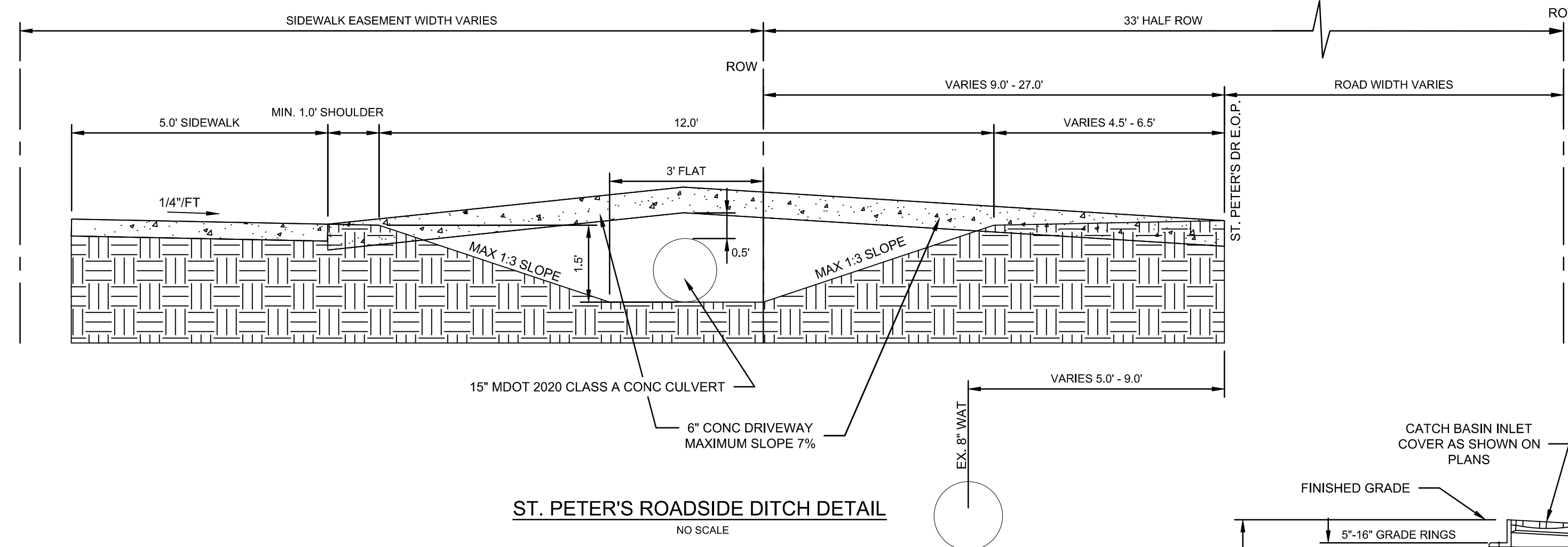
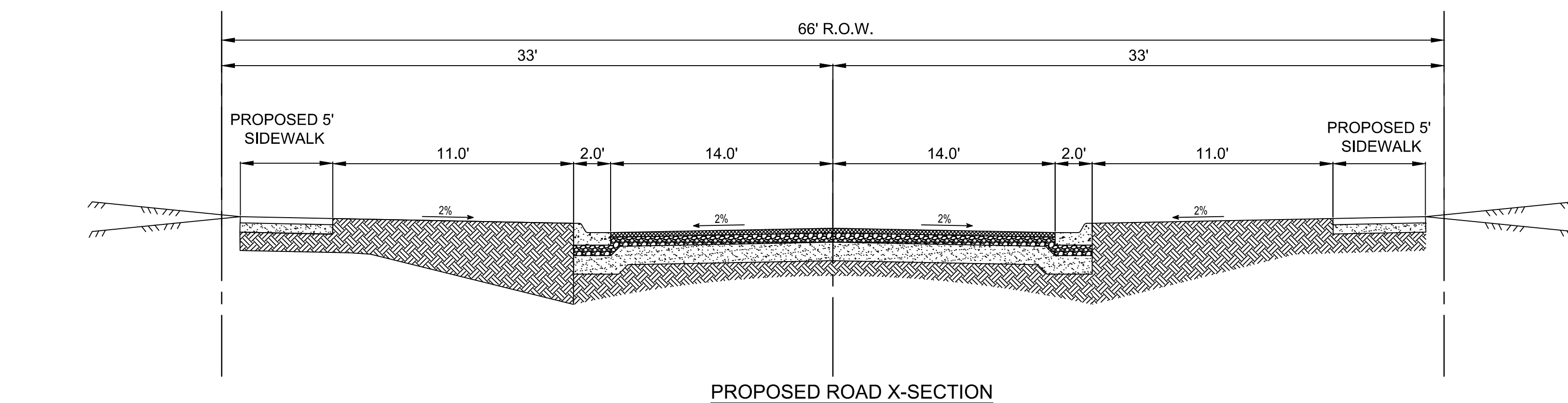
VERTICAL SCALE: 1"=4'

DATE OF PLAN: 01-08-24

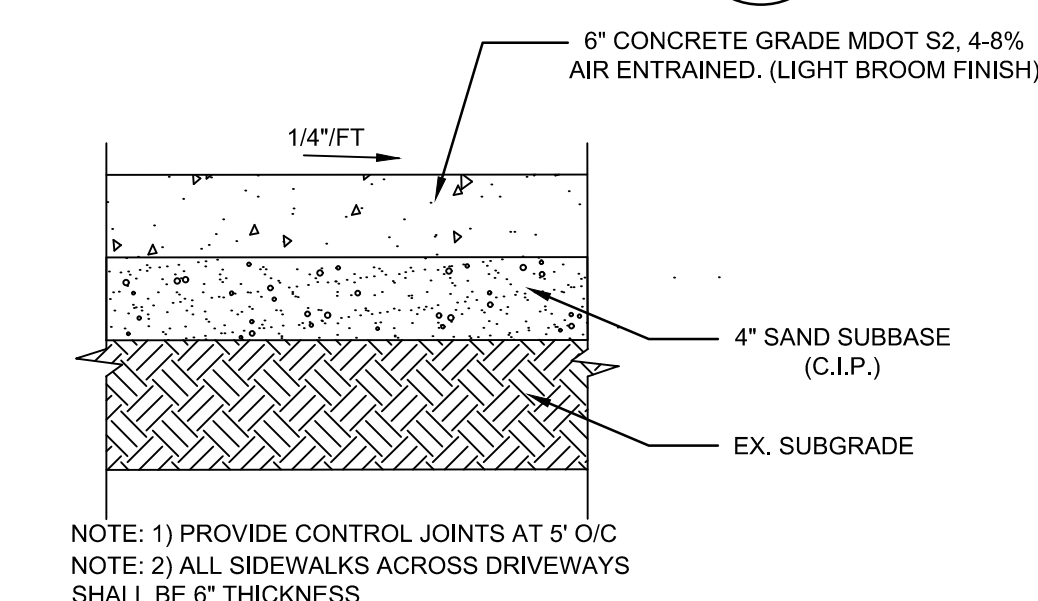
STORM SEWER PLAN AND PROFILE

Job No: 021 KERR - CENTRE COLLECTIVE
Issue: FINAL SITE CONDO PLAN SUBMITTAL
Issue Date: JANUARY 08, 2024

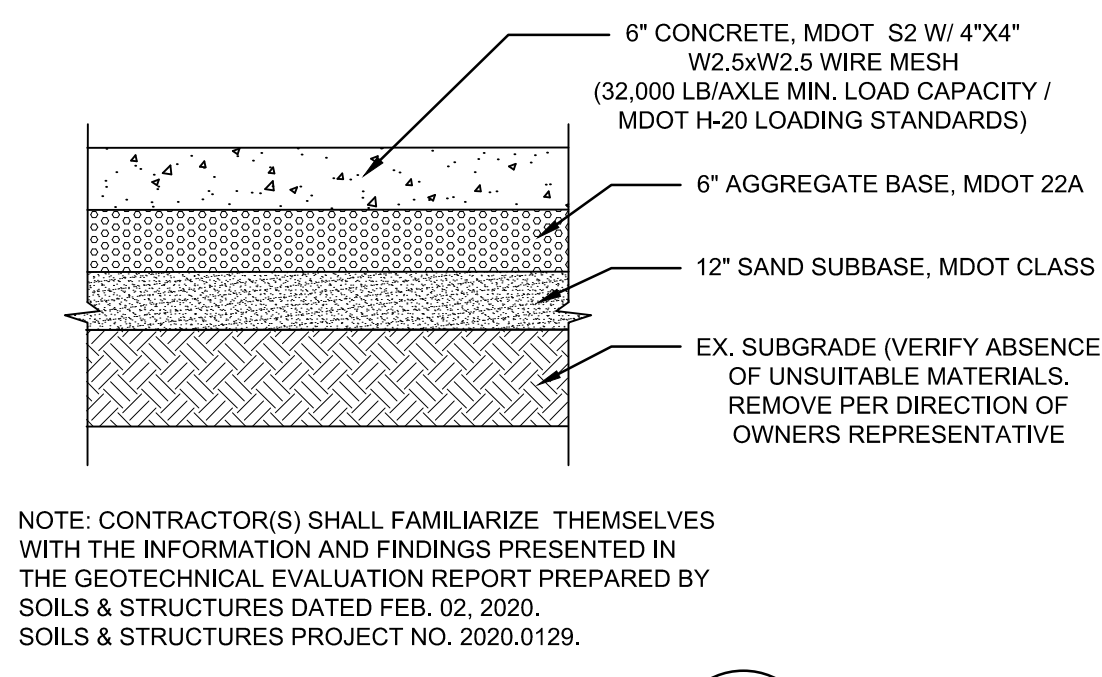
C3.3



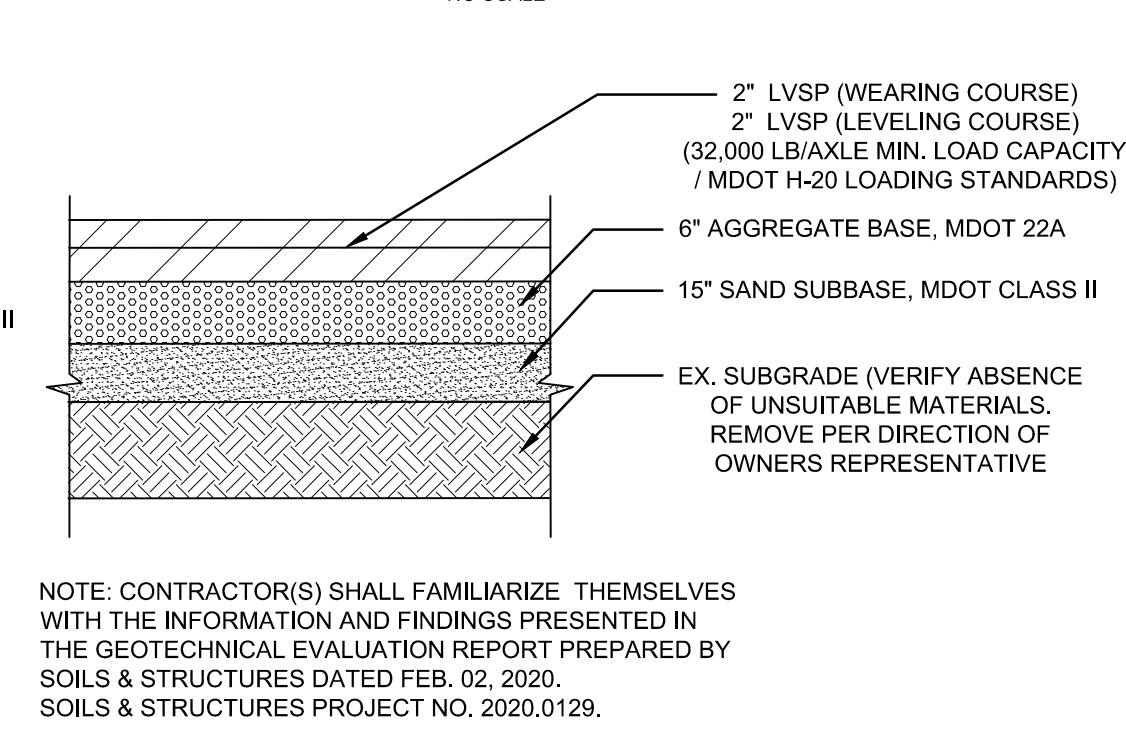
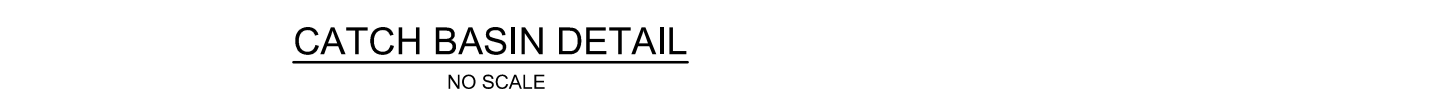
4" CONCRETE SIDEWALK SECTION CP-4



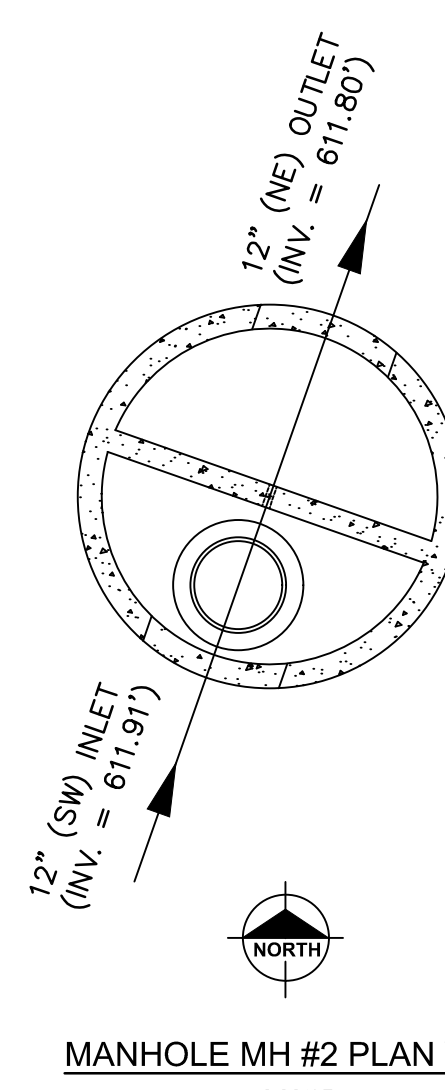
6" CONCRETE SIDEWALK SECTION CP-6*



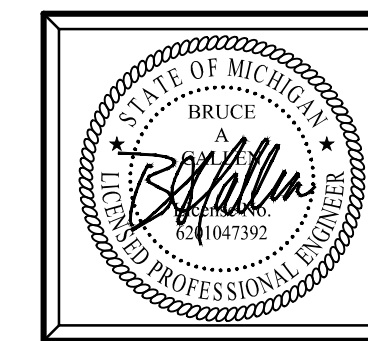
6" CONCRETE PAVEMENT SECTION CP-6



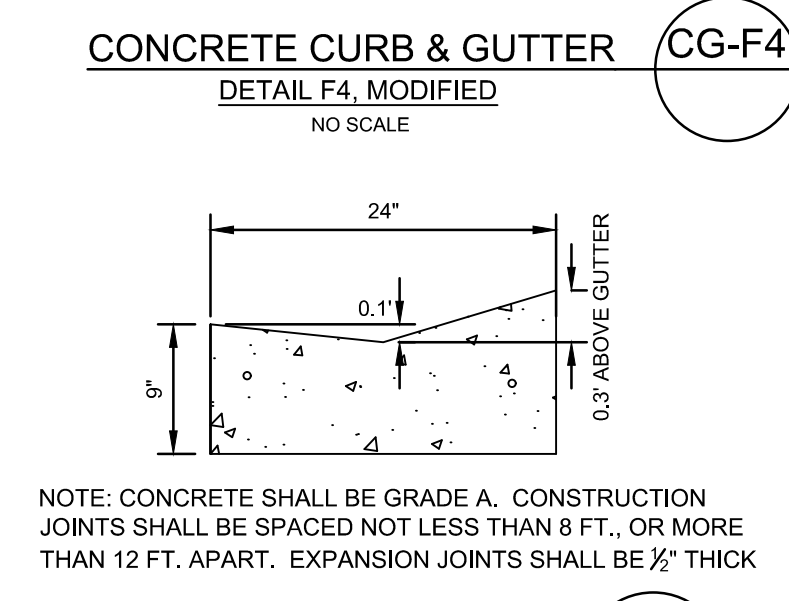
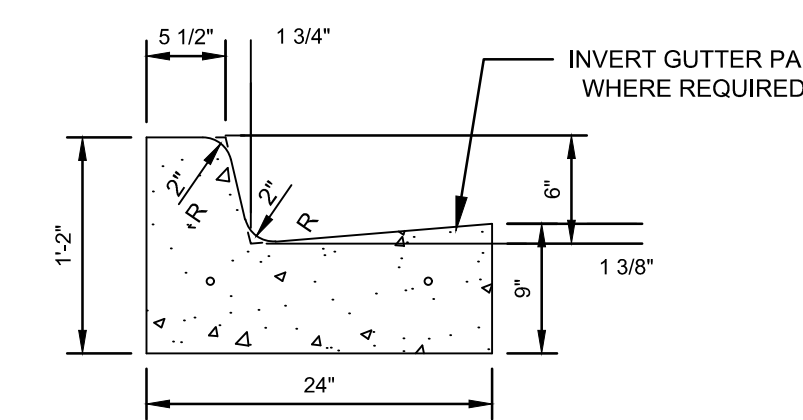
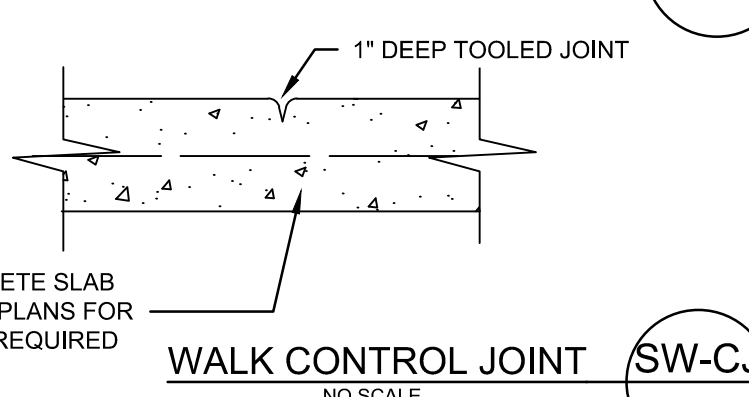
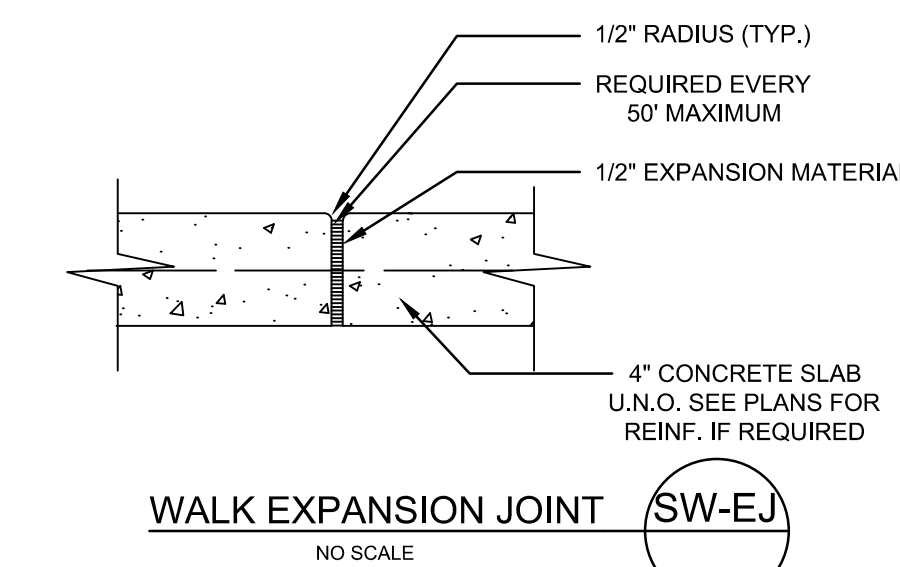
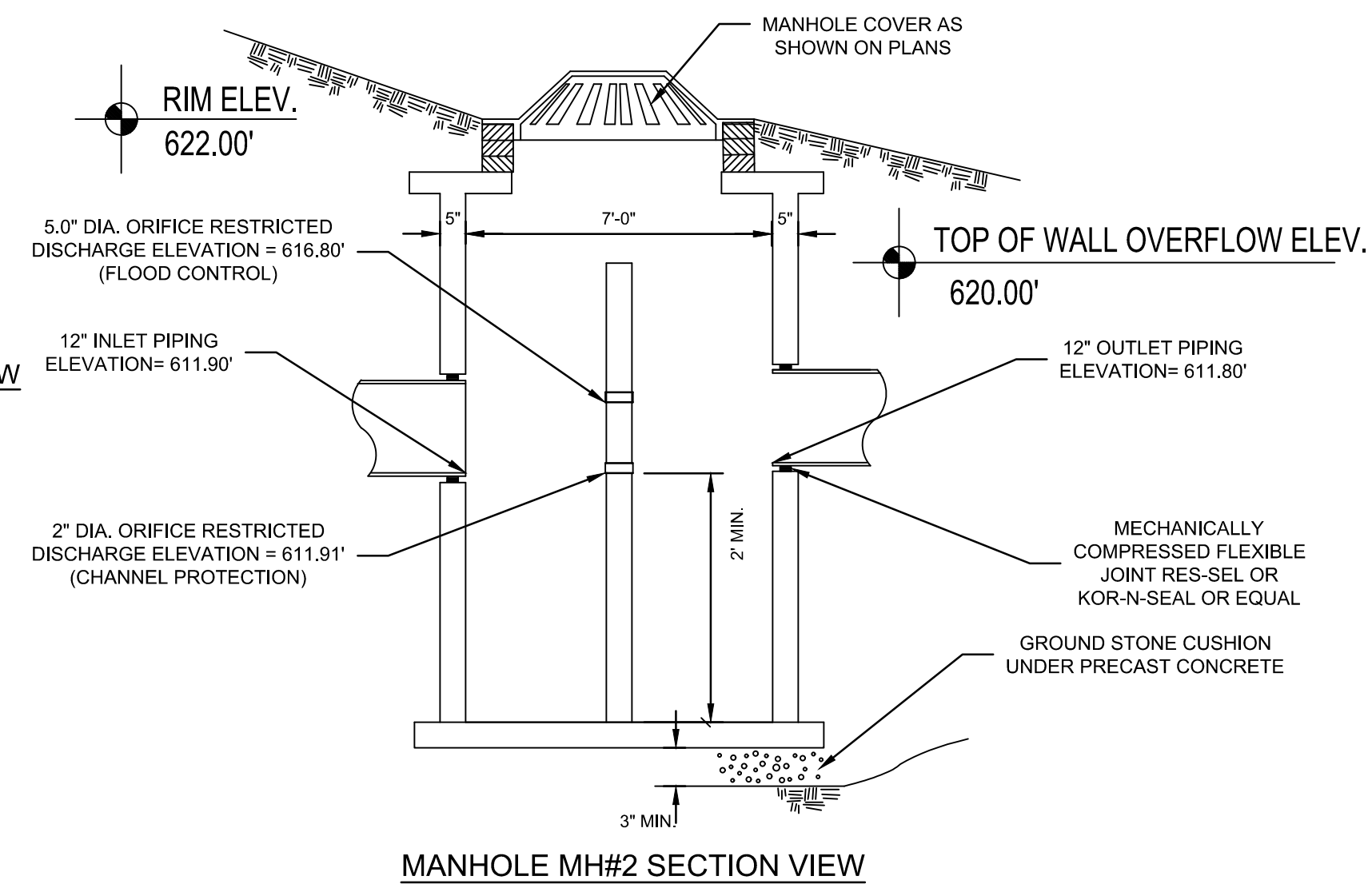
HMA PAVEMENT SECTION HMA



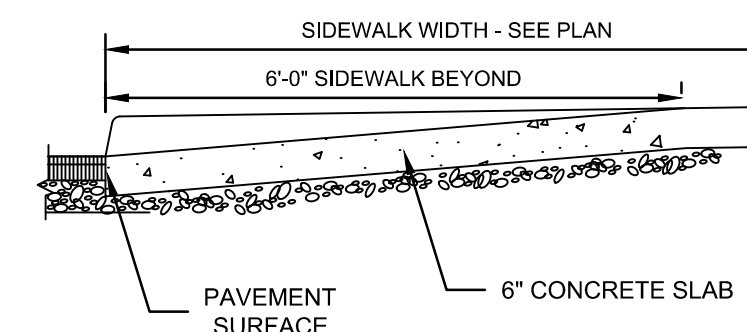
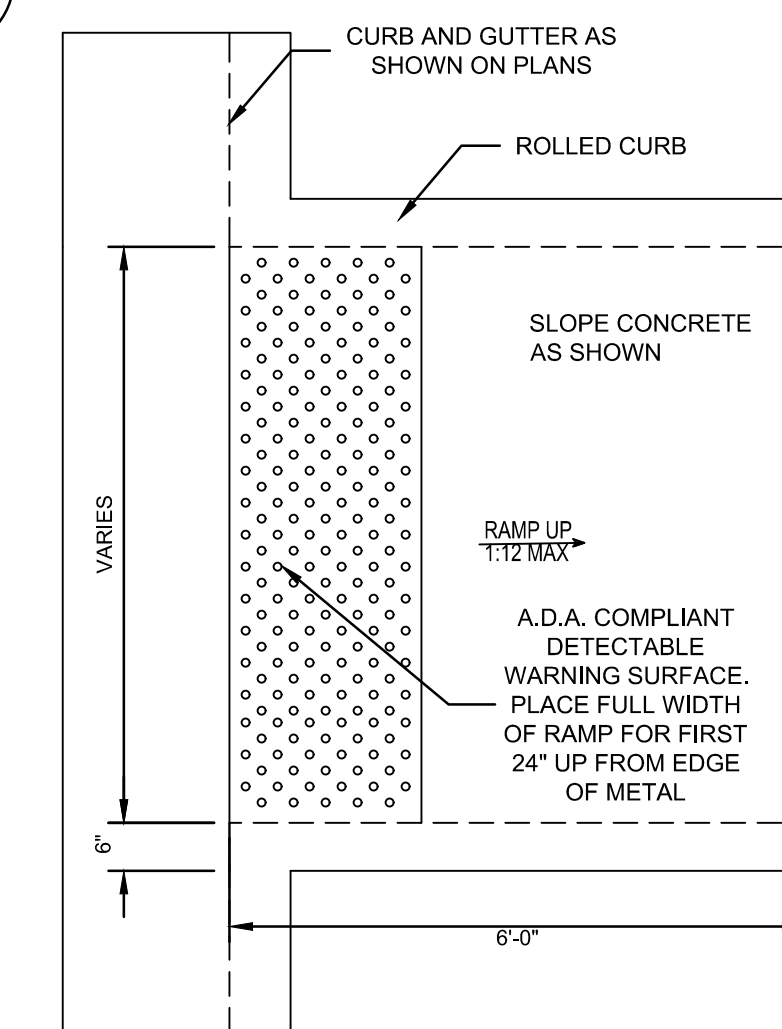
For protection of underground utilities, the CONTRACTOR shall dial 1-800-482-7171 OR 811 a minimum of three working days, excluding Saturdays, Sundays and holidays, prior to excavation in the vicinity of utility lines. All "MISS DIG" participating members will thus be routinely notified. This does not relieve the CONTRACTOR of the responsibility of notifying the utility owners who may not be part of the "MISS DIG" alert system.



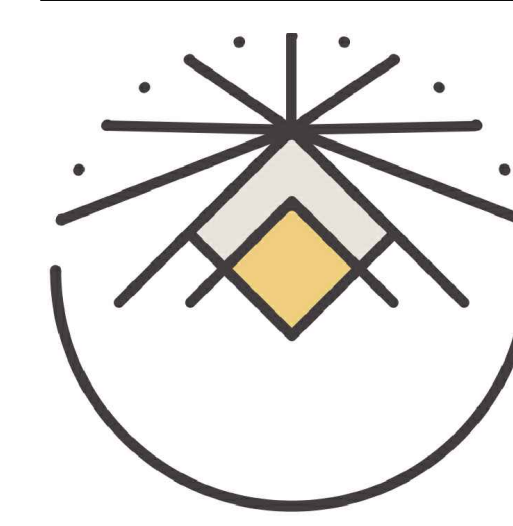
Plan Prepared By:
Bruce A. Callen, P.E.
Callen Engineering, Inc.
108 E. Savidge St.
Spring Lake, Michigan 49456
Tel: 616-414-5260
email: bcallen@callenengineering.com



GUTTER DETAIL CG-G



B.F. RAMP DETAIL HC-R2
TYPE R
NO SCALE



Prepared for:
KRE West Centre LLC
PO BOX 574
douglas, mi 49406
t.269.420.5156



Callen Engineering, Inc.
108 east savidge street
spring lake, mi 49456
t.616.414.5260
www.callenengineering.com

**X-SECTIONS,
NOTES, AND
DETAILS**

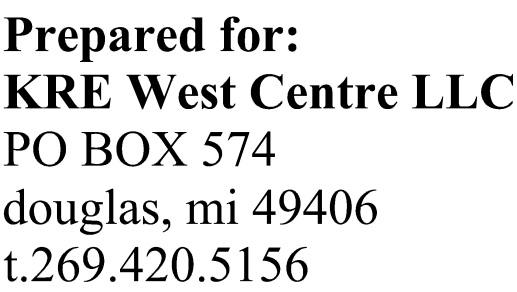
Job No: 021 KERR - CENTRE COLLECTIVE
Issue: FINAL SITE CONDO PLAN SUBMITTAL
Issue Date: JANUARY 8, 2024

DATE OF PLAN: 01-08-24

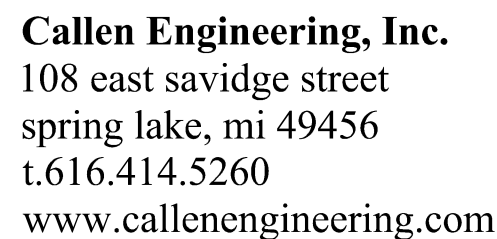
C4.0



Tel: 616-414-5260
email: bcallen@callenengineering.com



CENTRE
COLLECTIVE
324 West Center Street
Douglas, Michigan



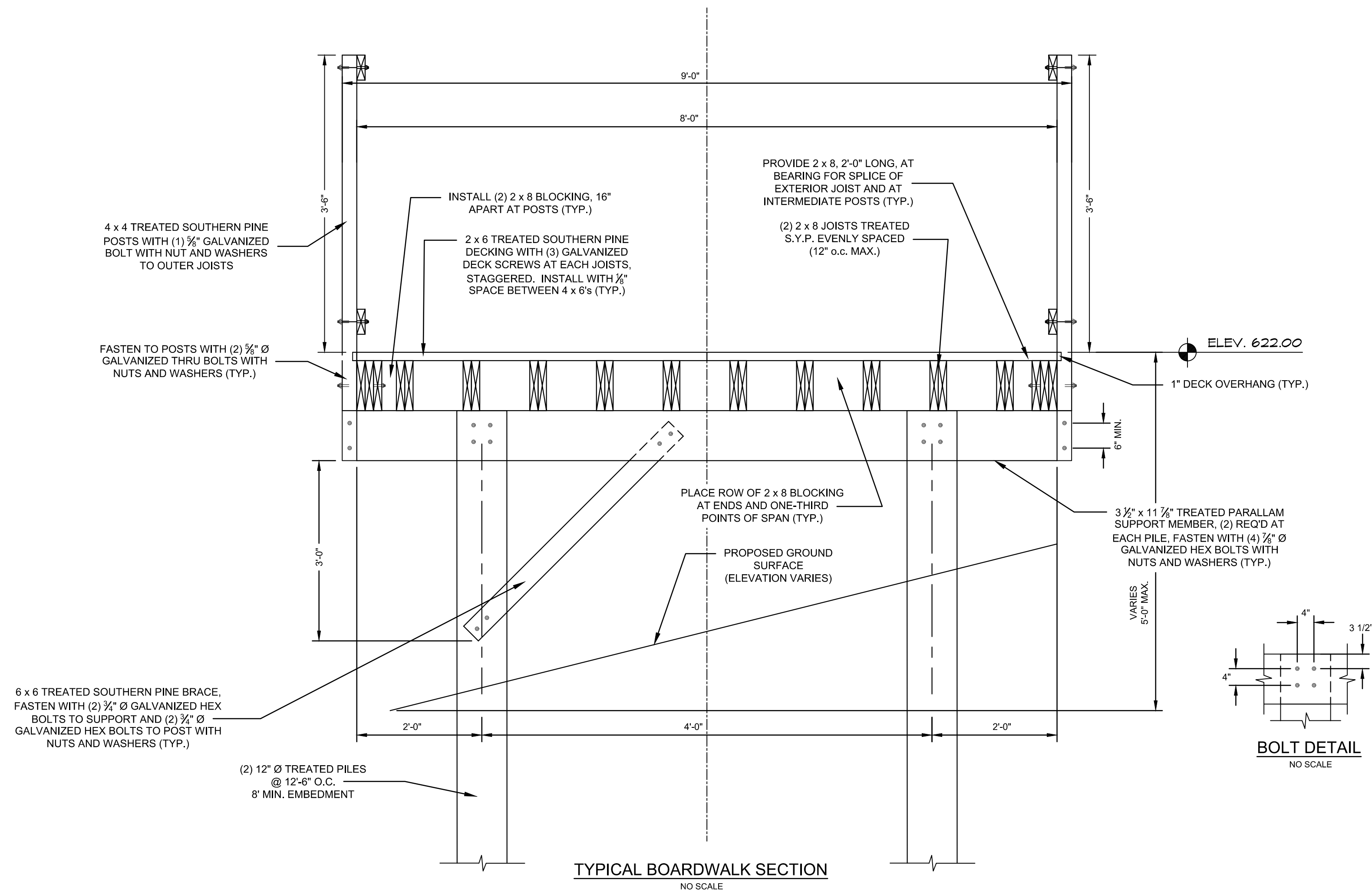
X-SECTIONS, NOTES, AND DETAILS

Job No: 021 KERR - CENTRE COLLECTIVE
Issue: FINAL SITE CONDO PLAN SUBMITTAL
Issue Date: JANUARY 8, 2024

C4.1

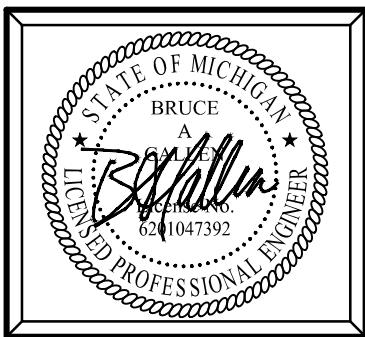


DATE OF PLAN: 01-08-24

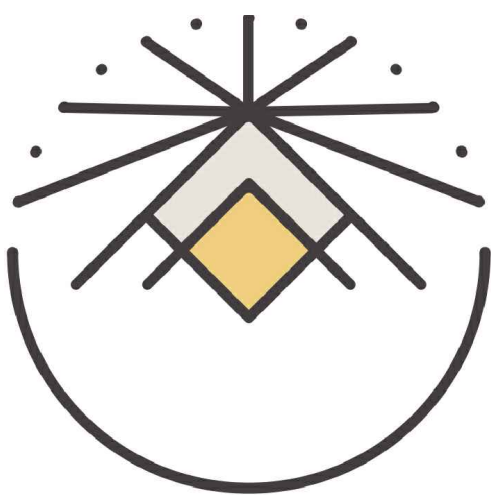


Know what's below.
Call before you dig.

For protection of underground utilities, the CONTRACTOR shall dial 1-800-482-7171 OR 811 a minimum of three working days, excluding Saturdays, Sundays and holidays, prior to excavation in the vicinity of utility lines. All "MISS DIG" participating members will thus be routinely notified. This does not relieve the CONTRACTOR of the responsibility of notifying the utility owners who may not be part of the "MISS DIG" alert system.

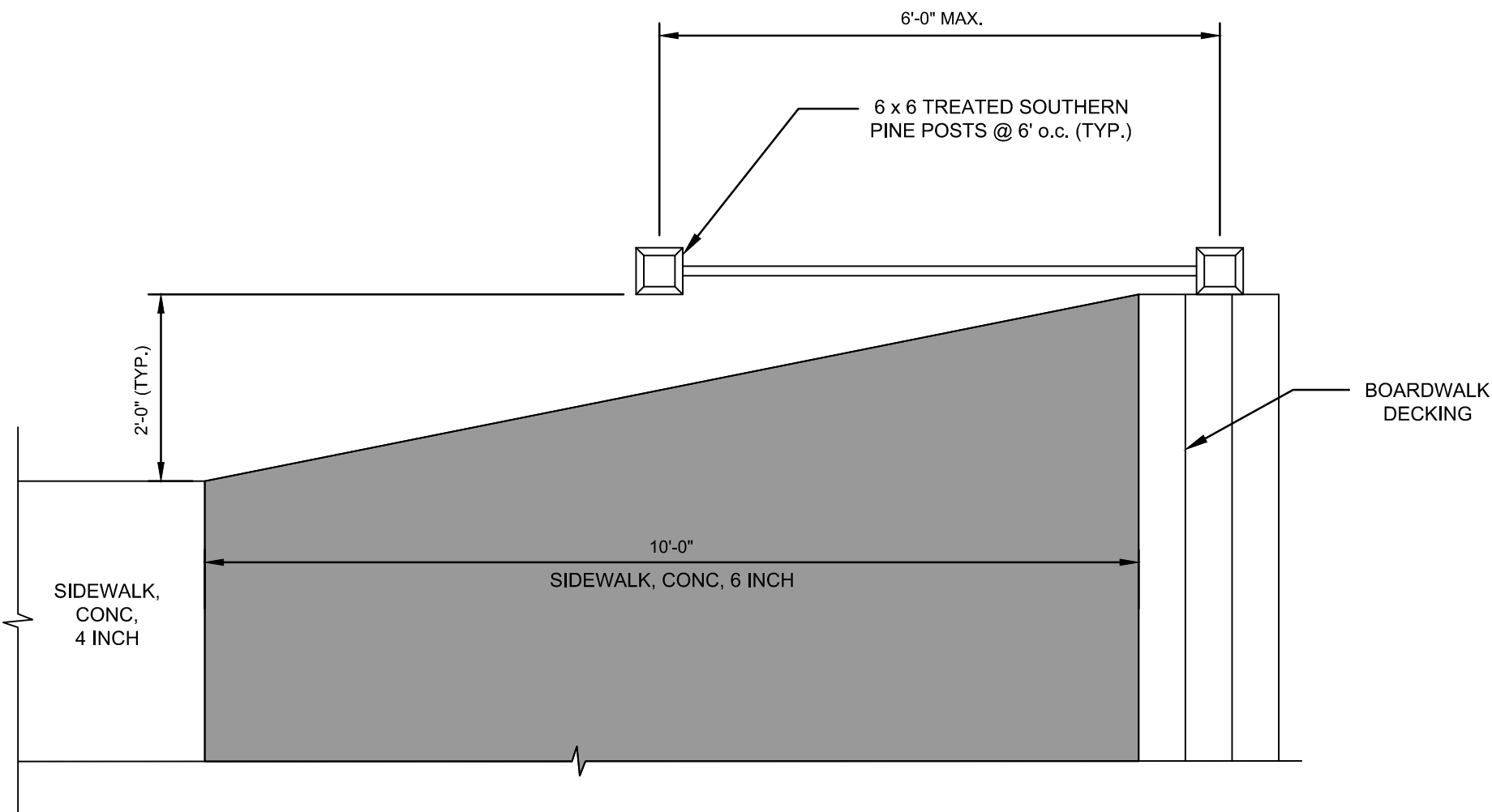
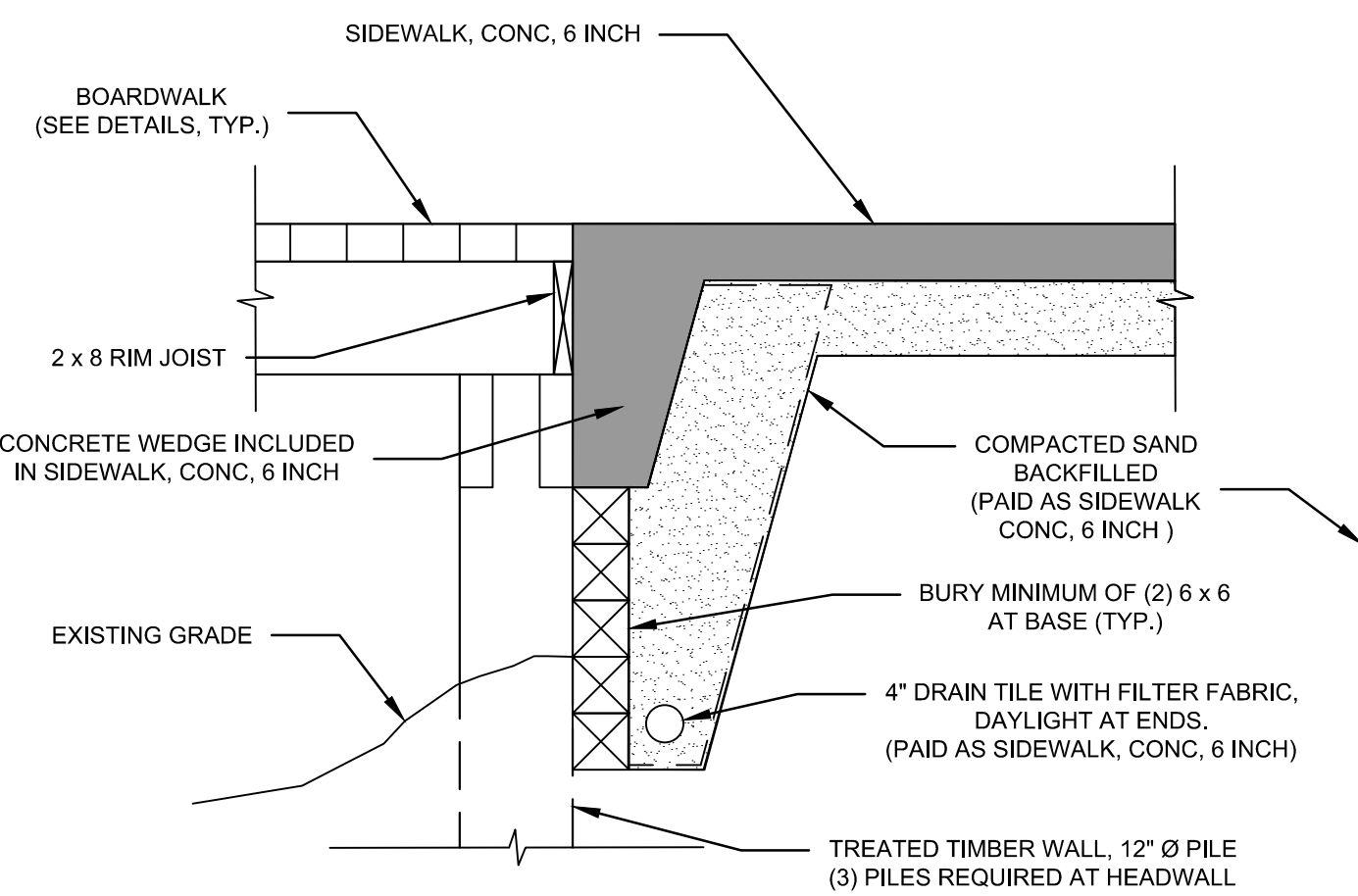


Plan Prepared By:
Bruce A. Callen, P.E.
Callen Engineering, Inc.
108 E. Savidge St.
Spring Lake, Michigan 49456
Tel: 616-414-5260
email: bcallen@callenengineering.com



Prepared for:
KRE West Centre LLC
PO BOX 574
douglas, mi 49406
t.269.420.5156

CENTRE
COLLECTIVE
324 West Center Street
Douglas, Michigan



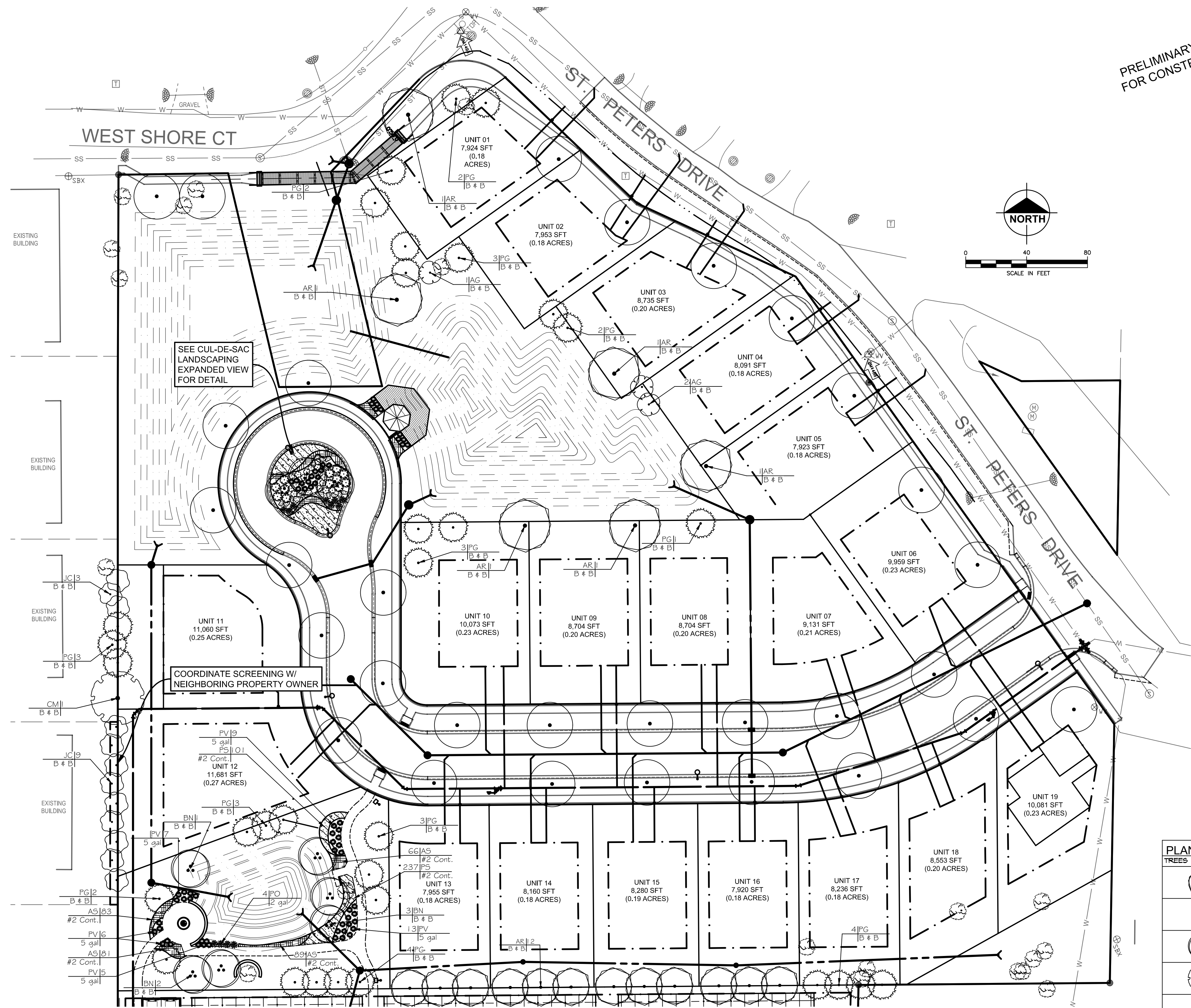
Callen Engineering, Inc.
108 east savidge street
spring lake, mi 49456
t.616.414.5260
www.callenengineering.com

X-SECTIONS,
NOTES, AND
DETAILS

Job No: 021 KERR - CENTRE COLLECTIVE
Issue: FINAL SITE CONDO PLAN SUBMITTAL
Issue Date: JANUARY 8, 2024

DATE OF PLAN: 01-08-24

C4.2



LANDSCAPE NOTES

1. ALL PLANTING BEDS SHALL RECEIVE 4" OF EVENLY SPREAD SHREDDED HARDWOOD BARK MULCH OVER 4" OF TOPSOIL. MULCH BLANKET SHALL BE PLACED AT ALL LOCATIONS WITH SLOPES 1:3 OR STEEPER. NO MULCH SHALL BE PLACED IN DETENTION / RETENTION BASIN BOTTOM AREA.
2. CONTRACTOR SHALL PROVIDE SPECIFIED SHRUBS, GROUNDCOVERS AND OTHER PLANT MATERIALS THAT COMPLY WITH ALL RECOMMENDATIONS AND REQUIREMENTS OF ANSI 280.1 "AMERICAN STANDARD FOR NURSERY STOCK". PLANT MATERIAL SHALL BE CERTIFIED TO BE HARDY TO ALLEGAN COUNTY, FREE OF DISEASE AND INSECTS AND BE HEALTHY, VIGOROUS STOCK, GROWN WITH GOOD HORTICULTURAL PRACTICE AND INSTALLED IN ACCORDANCE WITH METHODS ESTABLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN. ALL LANDSCAPING SHALL BE MAINTAINED IN A HEALTHY, NEAT AND ORDERLY STATE, FREE FROM REFUSE AND DEBRIS. ANY DEAD OR DISEASED PLANTS SHALL BE REPLACED.
3. SEED SHALL BE PLACED OVER 4" OF TOPSOIL IN ALL PROPOSED LAWN AREAS AND ALL AREAS DISTURBED BY CONSTRUCTION WITH SLOPES LESS THAN 1:3.
SEED MIXES SHALL BE AS FOLLOWS:
10% TALL FESCUE
20% PERENNIAL RYE GRASS
30% CREEPING RED FESCUE
40% KENTUCKY BLUEGRASS
@ 6 LBS PER 1000 SFT

SEED MIXES SHALL BE DROUGHT TOLERANT @ 6 LBS PER 1,000 SFT.
4. ALL PLANTINGS AND LANDSCAPE IMPROVEMENTS SHALL BE CONSISTENT WITH LOCAL ZONING REQUIREMENTS.
5. PROPOSED TREES SHALL NOT BE REMOVED UNLESS THEY ARE DEAD OR DISEASED, PER THE REQUIREMENTS OF THE MASTER DEED.

STREET TREES

SPECIES PER CITY OF DOUGLAS
APPROVED TREE LIST

LINE TYPE LEGEND

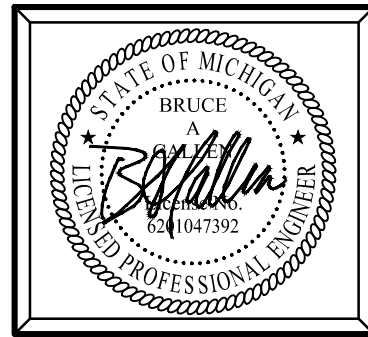
- | | |
|------------------|---------------------------|
| — W — W — W — | EX. WATER UTILITY LINE |
| — G — G — G — | EX. GAS UTILITY LINE |
| — ST — ST — ST — | EX. STORM UTILITY LINE |
| — SS — SS — SS — | EX. SANITARY UTILITY LINE |
| — OH — OH — OH — | EX. OVERHEAD UTILITY LINE |
| — — — — — | PROP. STORM SEWER |
| — — — — — | PROP. SANITARY SEWER |
| — — — — — | PROP. WATERMAIN |

PRELIMINARY - NOT
FOR CONSTRUCTION



Know what's
Call before you dig.

For protection of underground utilities, the CONTRACTOR shall dial 1-800-482-7171 OR 811 a minimum of three working days, excluding Saturdays, Sundays and holidays, prior to excavation in the vicinity of utility lines. All "MISS DIG" participating members will thus be routinely notified. This does not relieve the CONTRACTOR of the responsibility of notifying the utility owners who may not be part of the "MISS DIG" alert system.

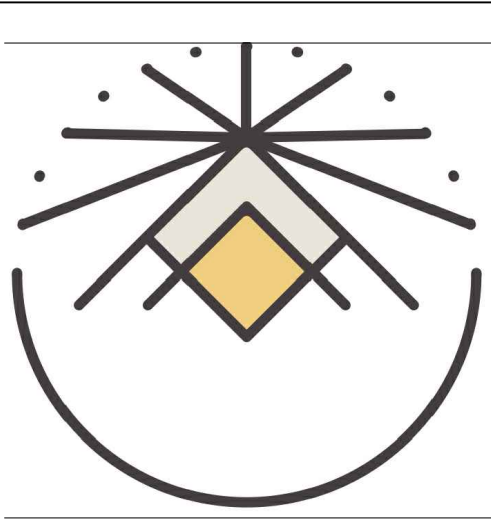


Plan Prepared By:

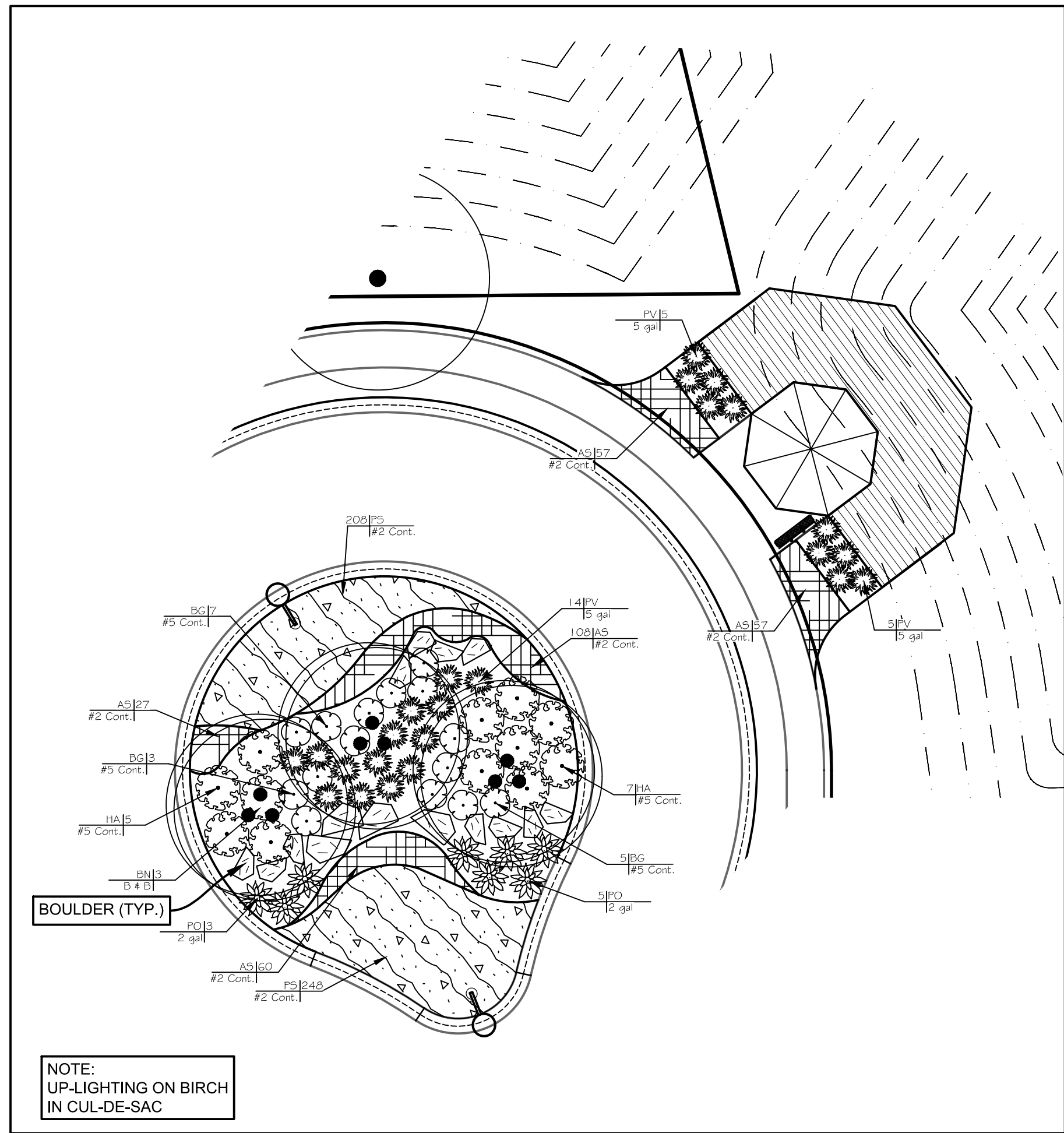
Bruce A. Callen, PE
Callen Engineering, Inc.
108 E. Savidge St.
Spring Lake, Michigan 49456

Tel: 616-414-5260

email: bcallen@callenengineering.com



Prepared for:
KRE West Centre LLC
PO BOX 574
Douglas, MI 49406
t.269.420.5156



CUL-DE-SAC LANDSCAPING EXPANDED VIEW

PLANT SCHEDULE							
TREES	CODE	BOTANICAL / COMMON NAME	CONT	CAL	SIZE		QTY
	AR	Acer rubrum 'Autumn Blaze' / Autumn Blaze Red Maple	B & B	2' cal			10
	AG	Amelanchier x grandiflora 'Autumn Brilliance' / 'Autumn Brilliance' Serviceberry	B & B	3' cal			3
	BN	Betula nigra 'Cully' / Heritage River Birch Multi-Trunk	B & B	2' cal			4
	CM	Celtis x Magnifica / Magnifica Common Hackberry	B & B	2' cal			1
	JC	Juniperus chinensis 'Blue Point' / Blue Point Juniper	B & B	2' cal			12
	PS	Picea glauca 'Densata' / Black Hills White Spruce	B & B		Min 6' Ht		32
	ST	Street Trees	B & B	2' cal			30
SHRUBS	CODE	BOTANICAL / COMMON NAME	CONT	SPACING			
	BG	Buxus x 'Green Gem' / Green Gem Boxwood	#5 Cont.				15
	HA	Hydrangea arborescens 'Abetna' / Incredible!® Hydrangea	#5 Cont.				12
	PV	Panicum virgatum 'Northwind' / Northwind Switch Grass	5 gal				64
	PO	Pennisetum orientale 'Karley Rose' / Karley Rose Fountain Grass	2 gal				12
GROUND COVERS	CODE	BOTANICAL / COMMON NAME	CONT	SPACING		SPACING	
	AS	Allium senescens 'Blue Tristar' / Blue Tristar German Garlic	#2 Cont.			14" o.c.	620
	PS	Carex pensylvanica / Pennsylvania Sedge	#2 Cont.			16" o.c.	194

DATE OF PLAN: 01-08-24

CENTRE
COLLECTIVE
324 West Center Street
Douglas, Michigan



Callen Engineering, Inc.
108 East Savidge Street
Spring Lake, MI 49456
t.616.414.5260
www.callenengineering.com

LANDSCAPE PLAN

Job No: 021 KERR - CENTRE COLLECTIVE
Issue: FINAL SITE CONDO PLAN SUBMITTAL
Issue Date: JANUARY 8, 2024

L1.0



ALLEGAN COUNTY DRAIN COMMISSIONER

Item 8G.

DENISE MEDEMAR
Drain Commissioner

CAROLYNN PARNELL
Chief Deputy

January 10, 2024

Mr. Bruce Callen
Callen Engineering, Inc.
108 East Savidge Street
Spring Lake, MI 49456

RE: Centre Collective Site Condo and Multi-Use Commercial Construction – Plan Review
City of Douglas

Upon the recommendation of our reviewing engineer, the Allegan County Drain Commissioner (ACDC) hereby grants construction plan approval for the above referenced project as described in the documents submitted by your office dated August 10, 2023.

As a condition of approval, please reference the comments from our reviewing engineer, Ken Bosma, P.E., Prein & Newhof, Inc. in his letter dated August 14, 2023 (copy attached).

ACDC approval of the construction plans are granted with the understanding that the items outlined in number 6) Easement documents will need to be executed. ACDC's attorney will prepare the 433 and easement documents; your firm will prepare any needed exhibits and provide title work. 7) Construction records and certification from the engineer that the site was constructed per the approved drawings and all fees are to be paid including but not limited to the recording fees, 433 deposit, engineer and attorney fees before final approval by ACDC for the project. Lastly, an on-site inspection by ACDC staff at completion will be required to ensure the site drainage was built per our reviewing engineer's approval. A final approval letter from ACDC will follow the above-mentioned site inspection.

If you have any questions, please contact me at (269) 673-0440.

Sincerely,

A handwritten signature in blue ink that reads "Denise Medemar".

Denise Medemar
Allegan County Drain Commissioner

BS/bs

CC: Ms. Jenny Pearson, City of Douglas
Ms. Tricia Anderson, W & W – City Planner
Ken Bosma P.E., Prein & Newhof

Olaf Huebner
177 Saint Peters Drive
Douglas, MI 49406

TO: Douglas City Council

DATE: September 26, 2023

RE: Centre Collective Development

To Whom It May Concern:

I have public safety concerns with the St Peters Dr. / West Shore Ct. corridor. I live across the street, well within 300ft of the proposed development. I have 3 young children in my household. Approval of the development will have impacts on safety for vehicular traffic, cyclists and pedestrians.

I request of Council that any approval of the development require:

1. A sidewalk along all road frontage along both St Peters Drive and West Shore Court, linking the development sidewalks with Ferry Street to the west and Blue Star Highway to the east, including a mid-block crossing at Blue Star Highway per the City Master Plan.
2. A city investigation into modification of the St Peters Drive & Blue Star intersection and/or other traffic calming techniques to slow vehicular traffic and congestion on St Peters Drive and West Shore Ct. (I recommend eliminating the intersection by creating a cul-de-sac or by changing the intersection to a "Y" similar to Chestnut and BSH, adding radar speed signs, speed tables, speed humps, etc.)

Current state

There is approximately 1400 feet of roadway on St Peters Drive and West Shore Ct between Blue Star Highway and Hamilton Street.

This stretch of roadway is 1 of 3 major East/West thoroughfares in Douglas west of Blue Star Highway.

Most streets in Douglas are straight without curves but this section of roadway, including the St Peters/West Shore intersection, has 5 curves/corners, reducing visibility and increasing hazards (See Figure 1).

The majority of traffic neither obeys the posted speed limit of 25mph nor stops at the three-way intersection at St Peters Drive and West Shore Court, and sometimes not at Hamilton Street either.

The intersection of St Peters Drive and Blue Star Highway is already perilous. There is a pedestrian pathway, cyclist pathway, landscaped median, and 2-way vehicular traffic.

The traffic study performed by the developer and submitted to the Planning Commission was not performed during peak tourist season.

West Shore Court makes a blind corner at the same location that it crosses over a drainage gully. There are guardrails on both sides and no shoulders on either side. When walking or cycling, there is no way to pass this stretch of roadway other than to occupy a lane of traffic.

Especially during peak tourist season, there is a steady stream of vehicles, cyclists and pedestrians walking this stretch of roadway. I have seen families and groups as large as 20 walking to the church service with children in strollers, children and elderly.

The current state is already hazardous.

Future state

On the development's roughly 650 feet of road frontage with St Peters Drive, the development will add 6 curb cuts (See Figure 2).

Five of these will be single home driveways directly onto St Peters Drive with the sixth being to the new road indirectly accessing another 14 single home driveways.

The developer seeks to add 19 homes in this phase of the project, with the addition of many more residences and commercial properties in future phases. This will add additional vehicular traffic, cyclists and pedestrians to the area.

There will be a lot more traffic entering and leaving the roadway, possibly parking along the roadway, as well as additional traffic on the roadway leading to congestion and hazards.

The developer has proposed to build a sidewalk/boardwalk along the entire road frontage of the development which constitutes approximately 875 feet of road frontage on St Peters drive and West Shore Ct. I commend the developer for including the sidewalk as an important step toward mitigating the safety hazard to allow pedestrians to traverse the entire development frontage on the safety of a sidewalk.

However, without the city taking action to connect the sidewalks beyond the development, the sidewalks will stop approximately 300 feet short of Blue Star Highway, 200 feet short of Hamilton Street, and another 400 feet from Ferry Street (See Figure 3). The city will need to take action to link the new sidewalks to other streets and pedestrian networks to create a safe and connected community.

The proposed development will address one of the safety issues under its control by adding a sidewalk but it will also add to an already hazardous condition on this stretch of roadway.

Master Plan

The following are relevant references to the Douglas Master Plan:

Housing and Neighborhoods – Community Values - pg 37

“We value parks and recreation amenities, located within close proximity to neighborhoods, and connected to those neighborhoods via bike trails and sidewalks.”

Housing and Neighborhoods – Goal 3 – Objectives 1 & 2 - pg 40

“Douglas will be a connected community through safe offstreet walking and biking facilities and through the provision and maintenance of parks and recreation facilities.”

“1. Require sidewalks for all new development within the City.”

“2. Consider a sidewalk installation and maintenance strategy for streets within ½-mile of downtown Douglas and Douglas Elementary School.”

Transportation and Mobility – Strategic Direction & Community Values - pg 58

“TRANSPORTATION AND MOBILITY Ensure residents and visitors are offered a safe environment that enables them to utilize a multi-modal, connected transportation network throughout the city. A well-developed plan will provide automobile, bicycle and pedestrian connectivity between activity centers and neighborhoods.”

“We value a connected community that offers transportation choices for its residents and visitors within a system of motorized and nonmotorized facilities.”

“We value safe, complete streets that accommodate multiple modes of transportation.”

“We value having a healthy community, where residents and visitors are able to walk, bike, drive and take transit.”

“We value a walkable community, with sidewalks connecting neighborhoods to the downtown, parks, schools, and beyond, to increase public safety and offer choices in mobility.”

Transportation and Mobility – Goal 1 - Community Values 2 & 4 pg 59

“Douglas will design and build safe, complete streets to offer multi-modal transportation options.”

“2. Adopt a “pedestrian-first” philosophy whereby design decisions prioritize pedestrian safety and well-being as they are the most vulnerable users of street space.”

“4. Add mid-block crossings at St. Peter’s, Union Street and Main Street.”

Request of Council

The city and developer market the walkability of this community. Our master plan is clear that sidewalks should be required for new developments to align with the community values of safe, complete streets. This development and adjacent area lies within ½-mile of downtown Douglas and Douglas Elementary School (See Figures 4&5).

The existing state of the roadway is an accident waiting to happen. Approving this development without addressing this roadway issue and linking the development sidewalk to existing pathways is negligent, exposing the public to a hazardous condition that could be avoided.

At a council meeting on July 5, 2022, when addressing community concerns about removing the large maple tree in front of city hall to accommodate a new sidewalk, I was impressed by the mayor's commitment in addressing a public safety concern on Union Street.

The mayor stated that on the street he lived on, he saw groups of pedestrians and families with baby strollers walking 3 abreast along the street and that it was a tragedy waiting to happen and he enlisted council's support to make sure it was kept from happening by ensuring the sidewalk would be built.

I ask that the mayor and members of council have the same resolve on the stretch of roadway I live on. My request is for the safety of the public as well as my 3 young children that any approval of the development require:

3. A sidewalk along all road frontage along both St Peters Drive and West Shore Court, linking the development sidewalks with Ferry Street to the west and Blue Star Highway to the east, including a mid-block crossing at Blue Star Highway per the City Master Plan.
1. A city investigation into modification of the St Peters Drive & Blue Star intersection and/or other traffic calming techniques to slow vehicular traffic and congestion on St Peters Drive and West Shore Ct. (I recommend eliminating the intersection by creating a cul-de-sac or by changing the intersection to a "Y" similar to Chestnut and BSH, adding radar speed signs, speed tables, speed humps, etc.)

Best Regards,



Olaf Huebner

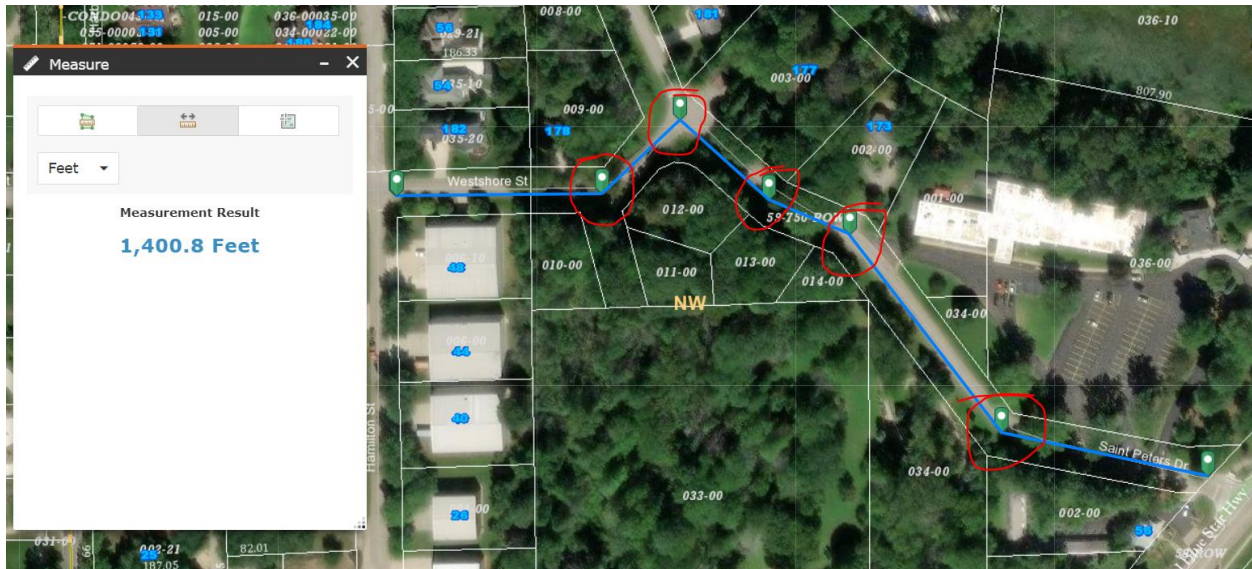


Figure 1: 1400ft of Roadway between BSH and Hamilton St with 5 curves/corners

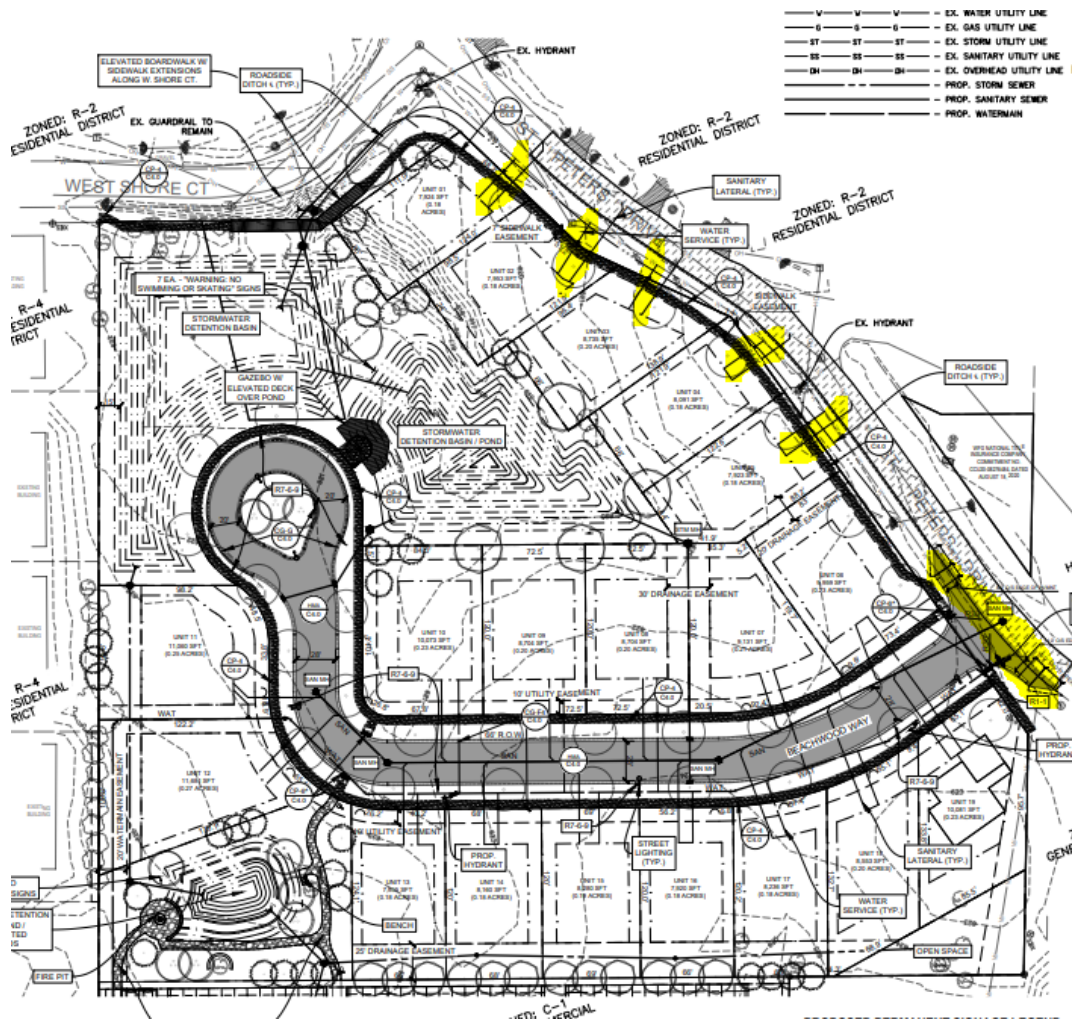


Figure 2: In Yellow: 6 curb cuts (5 driveways, 1 roadway to 14 more driveways)



Figure 3: In Blue: 875 feet of sidewalk/boardwalk the developer proposes to build

In Red: 900 feet of sidewalk the city would need to build to link the sidewalk with other pathway

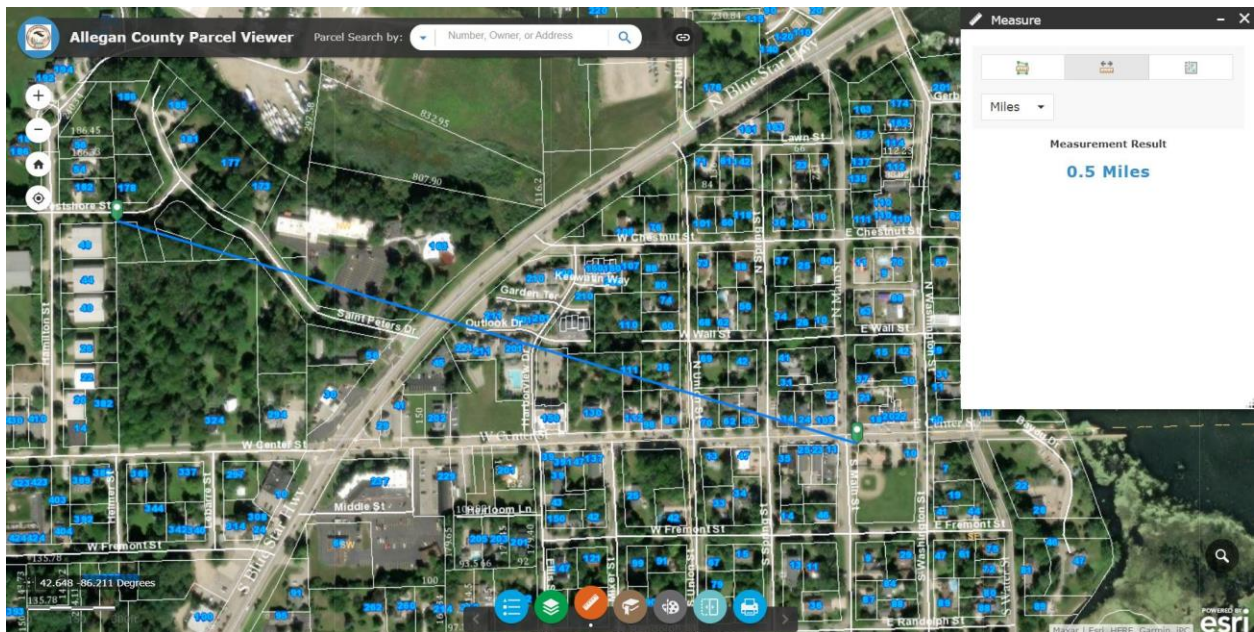


Figure 4: 0.5 mile distance from northwestern corner of development to Beery Field

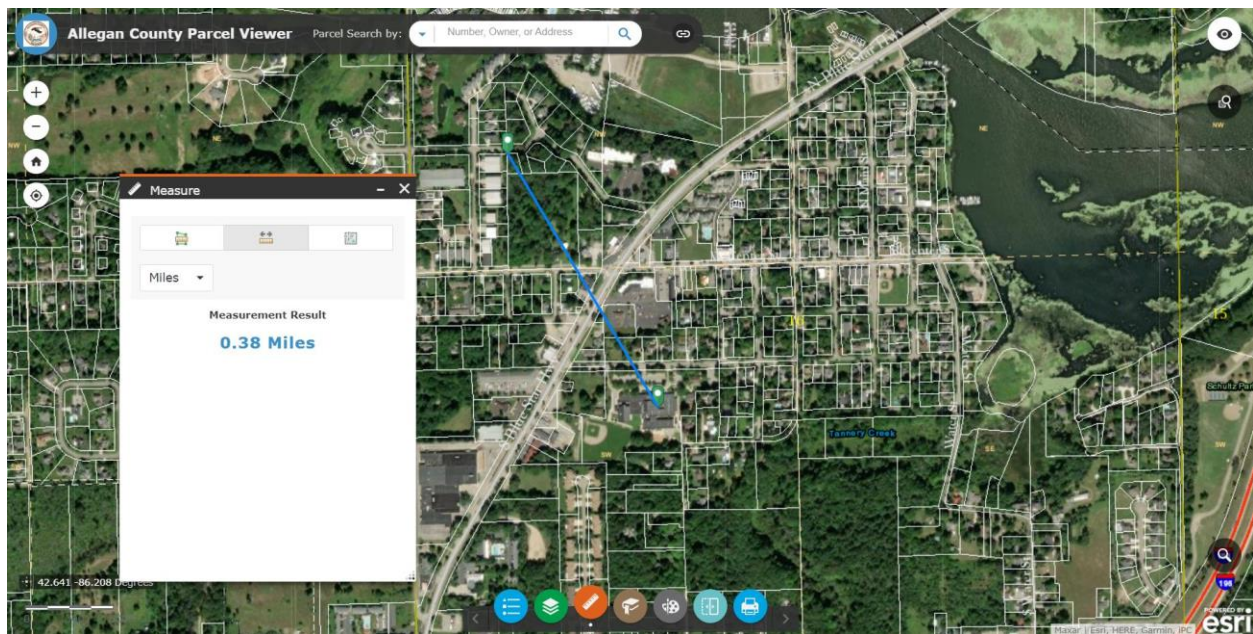


Figure 5: 0.38 mile distance from northwestern corner of development to Douglas Elementary School

williams&works

engineers | surveyors | planners

MEMORANDUM

To: City of The Village of Douglas City Council
Date: February 1, 2024
From: Tricia Anderson, AICP
RE: **Suggested Motion – Centre Collective Final Site Condominium**

The City Council may consider the following model motion regarding the Final Site Condominium plan at the February 5, 2024 City Council meeting:

"I move to **[approve / approve with conditions / deny / table]** the final condominium plan for the proposed 19-unit Centre Collective residential site condominium located at 324 W. Center Street, based on the following findings:

1. The applicant proposes stormwater management facilities in an area known as the Pleasant Street ROW, which is a platted roadway (or paper street) within the Saint Peters Subdivision Plat, that he does not have ownership of at this time.
2. The portion of the subject condo property that consists of platted parcels, are currently subject to restrictive covenants relative to dimensional requirements such as lot size and setbacks that were established when the Saint Peters Subdivision was platted in 1963, that the proposed site condominium development does not meet.
3. The applicant appears to be taking steps in the right direction to resolve the legal issues associated with vacating the Pleasant St. ROW and the amendment to the Saint Peters Subdivision Plat, however, the City does not have reasonable assurance at this time that there would be no objections to the vacation of the Pleasant Street ROW.
4. Additional reasons stated in the City Attorney's memorandum to the City Council dated January 31, 2024."

Please feel free to contact me with questions regarding this issue.

c: Lisa Nocerini, City Manager – City of the Village of Douglas
 David Keast, City Attorney – Plunkett Cooney

City of Douglas Master Plan Update

Community Survey Report

Introduction

From December 1 to December 31, 2023, the City of the Village of Douglas had a community survey open to gather public input on community development, housing, transportation, and other related land use topics relevant to the master plan update. The survey responses provided a considerable amount of quantifiable data and insight to help provide policy direction throughout the City's Master Planning process.

The survey questions were developed with the assistance of the consultant team from Williams & Works. The survey was organized to gather responses from the residents of the City. A total of 25 questions were asked via the online survey tool Survey Monkey. A total of 210 responses were received by the deadline with a 90% completion rate. The 210 responses out of a population of 1,378 people (2020 Census) is approximately 15% of the population, which is considered a "representative sample" of the population of the City of Douglas. A representative sample is a subset of a population that accurately reflects the characteristics of the entire population. The percentage of the population that constitutes a representative sample depends on various factors, including the size and diversity of the population, as well as the specific criteria for representation. In statistical terms, the goal is to have a sample that is large enough and diverse enough to capture the key characteristics of the population. Generally, a sample size of around 5-10% of the population is often considered reasonable for achieving representativeness in many cases. While 15% of the population may seem low, it exceeds the generally recognized 5-10% that is normally indicative of a representative sample.

The survey was successful as it resulted in objective quantifiable information from a large number of people compared to typical participation in other forms of public input like community open houses or visioning meetings. The survey enabled respondents to provide anonymous replies using a "check-the-box" format to expedite the completion of the online form and maximize the rate of response. Some questions allowed the respondents to leave "other" comments that may not have been covered with the multiple-choice options. And finally, some open-ended questions allowed respondents to comment with whatever input they may have. Responses were kept as written by the respondent with a few exceptions for capitalization and some spelling corrections.

Methodology

The online survey tool Survey Monkey presented respondents with a standardized set of questions and responses. Some questions only permitted one answer while some permitted multiple-choice answers along with space for individual comments. This method restricted acceptable entries to those required by the survey form, providing a standardized method by which analysis could be conducted.

Three scoring scales were used to report the data received: Nominal, Ordinal, and Ratio scales. A nominal scale merely counts responses by a defined set of classifications (e.g., permanent residents or seasonal residents). This scale is useful to separate responses into working groups or to evaluate the

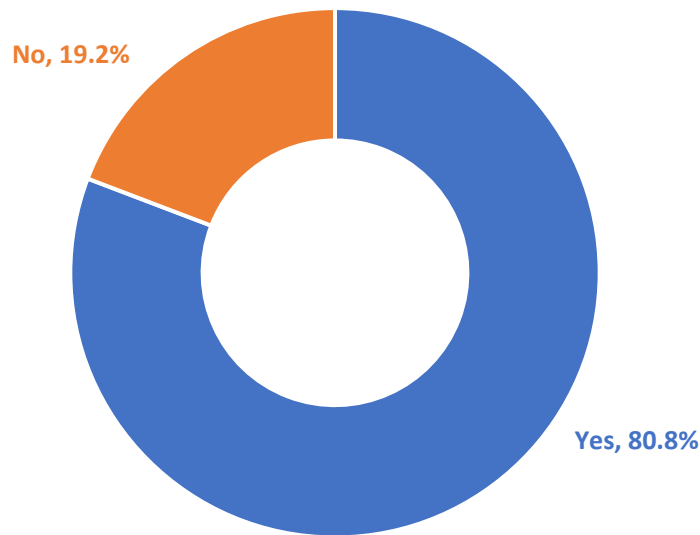
overall sample to determine whether it represents the larger population. Questions 1-6, 8, 10, 11, 13, 1, 18, 19 and 22 were designed on a nominal scale.

An ordinal scale is more useful in gaining insight into respondent beliefs because it includes the characteristic of rank order. One item is greater or lesser than another item or it has more or less of a particular quality, based on a commonly understood standard. An ordinal scale enables some greater judgment about the relative strength or weakness of a particular response (e.g., "somewhat concerned," "too quickly," etc.) However, it does not include a quantifiable or consistent interval between the various points in the scale. Questions 15-17, 20, 21, 23, and 24 were designed with an ordinal scale.

A ratio scale was used for questions 7 and 9 as respondents were asked to indicate a range of items that applied to them such as age. Items 4, 12 and 25 featured an open-ended, write-in response for participants to list their answers.

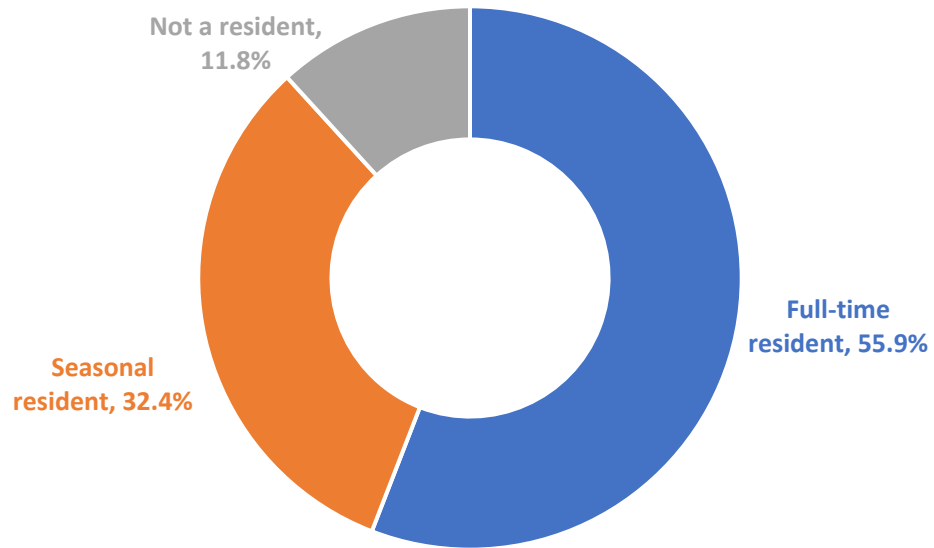
Responses

Q1 | Do you live in the City of the Village of Douglas?

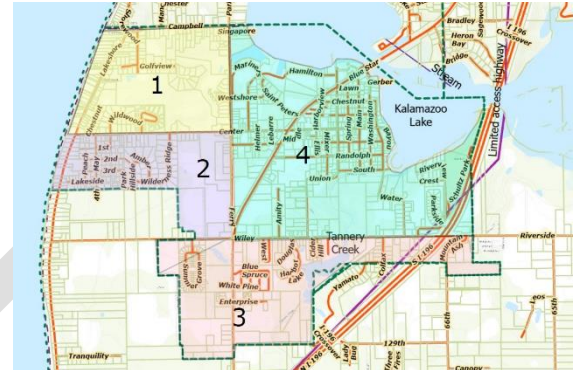
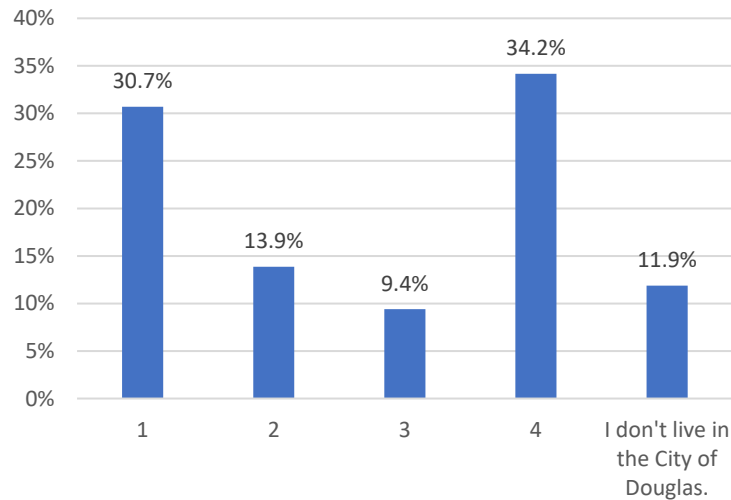


Answer Choices	Responses	
Yes	80.8%	164
No	19.2%	39
	Answered	203
	Skipped	7

Q2 | What type of Douglas Resident are you?



Answer Choices	Responses	
Full-time resident	55.9%	114
Seasonal resident	32.4%	66
Not a resident	11.8%	24
	Answered	204
	Skipped	6

Q3 | In which part of the City do you reside? (Please refer to the map below)

Answer Choices	Responses	
1	30.7%	62
2	13.9%	28
3	9.4%	19
4	34.2%	69
I don't live in the City of Douglas.	11.9%	24
	Answered	202
	Skipped	8

Other responses:

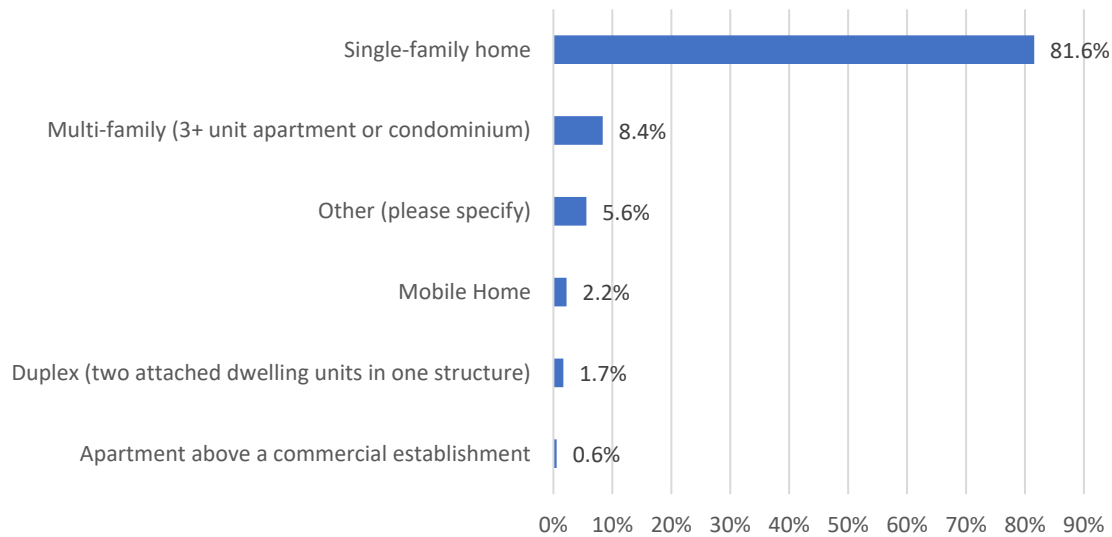
1. Allegan Street, Saugatuck. I have a business in zone 4
2. Six lakes mi
3. I will be operating the restaurant at 8 Center, but do not reside in the City.
4. own a parcel in section 4
5. Cedar Springs, MI
6. Glenn
7. Holland, MI
8. Saugatuck Twp with a Fennville Zip (on LSD between Wiley and Tranquility))
9. saugatuck twp on lakeshore drive
10. Saugatuck Township
11. Fennville
12. Saugatuck Township
13. Saugatuck township
14. Fennville, however I own a business located in Douglas.
15. 7096 Creekwood
16. Park Township, Ottawa County
17. Evanston il
18. Saugatuck Twsp
19. Near 2
20. Plymouth, Michigan
21. Glenn, but I work in Douglas
22. Saugatuck township
23. Wyoming, MI
24. Clyde Township

Q4 | What is the Zip Code of primary residence if you are a seasonal resident?

Zip Code	Number of Responses
49406 Douglas, MI	17
49408 Fennville, MI	6
49453 Saugatuck, MI	4
60201 Evanston, IL	3
63122 Glendale, MO	3
48331 Farmington Hills, MI	2
49424 Holland, MI	2
60126 Elmhurst, IL	2
60423 Frankfort, IL	2
63131 Frontenac, MO	2
N/A	2
01776 Sudbury, MA	1
22602 Winchester, VA	1
33308 Ft. Lauderdale, FL	1
33755 Clearwater, FL	1
34102 Naples, FL	1
34145 Marco Island, FL	1
37208 Nashville, TN	1
40207 Louisville, KY	1
45233 Cincinnati, OH	1
45315 Clayton, OH	1
45365 Sidney, OH	1
46614 South Bend, IN	1
47803 Terra Haute, IN	1
47905 Lafayette, IN	1
48070 Huntington Woods, MI	1
48073 Royal Oak, MI	1
48301 Bloomfield Hills, MI	1
48302 Bloomfield Hills, MI	1
48390 Walled Lake, MI	1
48823 East Lansing, MI	1
49009 Kalamazoo, MI	1
49010 Allegan, MI	1
49090 South Haven, MI	1
49406 Douglas, MI	1
49416 Grand Haven, MI	1
49525 Grand Rapids	1

Zip Code	Number of Responses
60137 Glen Ellyn, IL	1
60202 Evanston, IL	1
60487 Tinley Park, IL	1
60515 Downers Grove, IL	1
60527 Willowbrook, IL	1
60625 Chicago, IL	1
60640 Chicago, IL	1
60657 Chicago, IL	1
63010 Arnold, MO	1
63119 Webster Groves, MO	1
63141 Creve Coeur, MO	1
63303 St. Charles, MO	1
64015 Blue Springs, MO	1
80138 Parker, CO	1
87506 Santa Fe, NM	1
91387 Canyon Country, CA	1

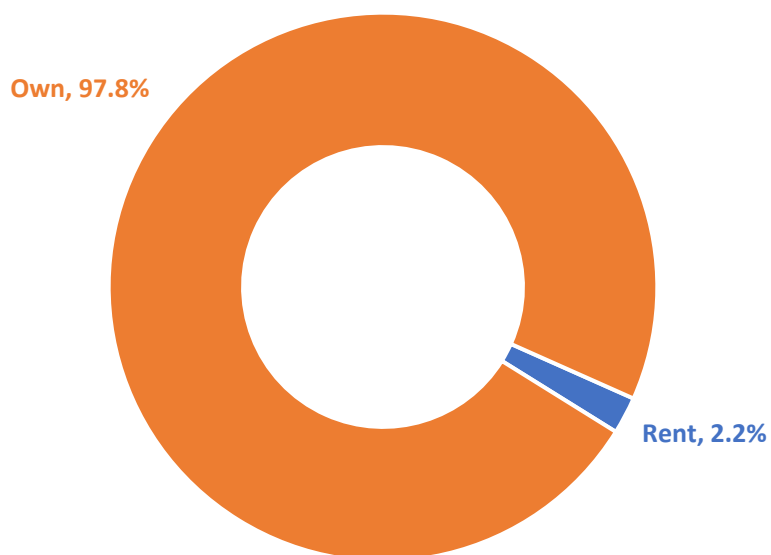
Q5 | If you live in the City of Douglas, in what type of residence do you live?



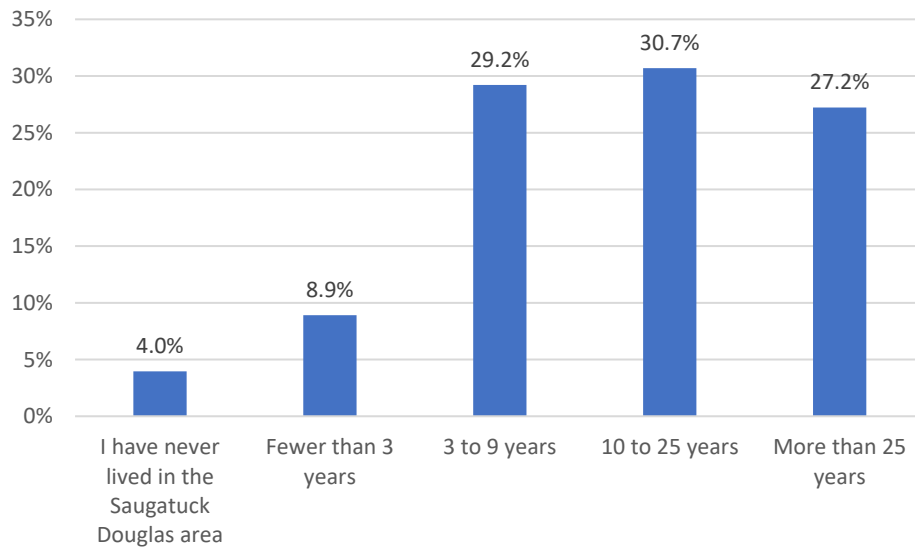
Answer Choices	Responses	
Single-family home	81.6%	146
Multi-family (3+ unit apartment or condominium)	8.4%	15
Other (please specify)	5.6%	10
Mobile Home	2.2%	4
Duplex (two attached dwelling units in one structure)	1.7%	3
Apartment above a commercial establishment	0.6%	1
Senior housing	0.0%	0
	Answered	179
	Skipped	31

Other (please specify):

1. Cottages
2. I own a business in Douglas
3. Just the restaurant space :)
4. visitor only, but would consider a Townhome product
5. Summer cottage on Lakeshore (383)
6. CONDO
7. I lived on Lawn street at one time
8. Town house
9. condo
10. Free standing condo

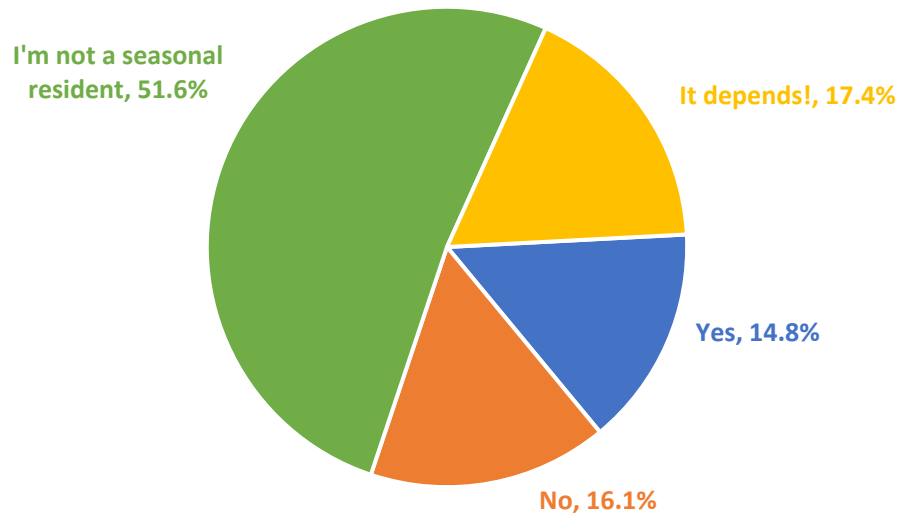
Q6 | Do you rent or own your home in Douglas (short-term rental not included)?

Answer Choices	Responses	
Rent	2.2%	4
Own	97.8%	179
	Answered	183
	Skipped	27

Q7 | How long have you lived in the Saugatuck Douglas Area?

Answer Choices	Responses	
I have never lived in the Saugatuck Douglas area	4.0%	8
Fewer than 3 years	8.9%	18
3 to 9 years	29.2%	59
10 to 25 years	30.7%	62
More than 25 years	27.2%	55
	Answered	202
	Skipped	8

Q8 | if you are a seasonal resident, do you have plans to permanently live in the City of Douglas in the future?

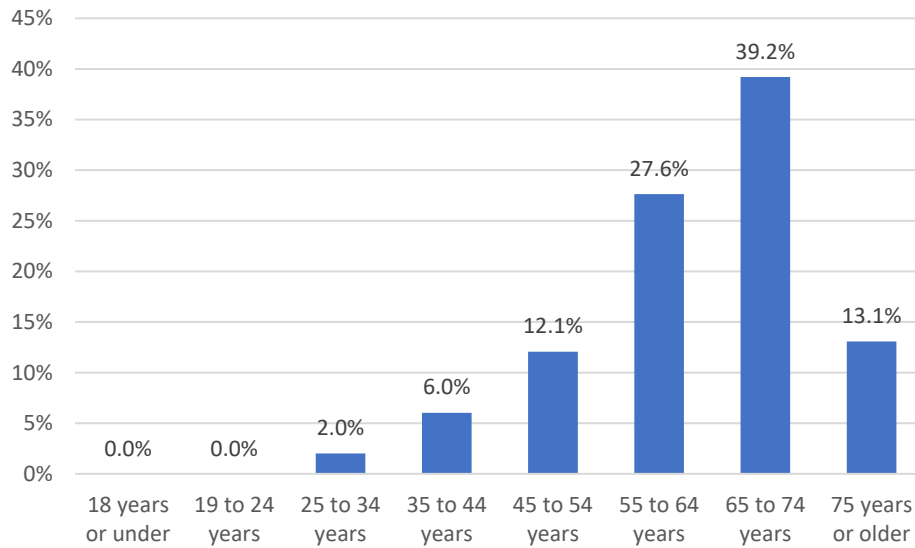


Answer Choices	Responses	
Yes	14.8%	23
No	16.1%	25
I'm not a seasonal resident	51.6%	80
It depends! Please elaborate below.	17.4%	27
	Answered	155
	Skipped	55

Other responses:

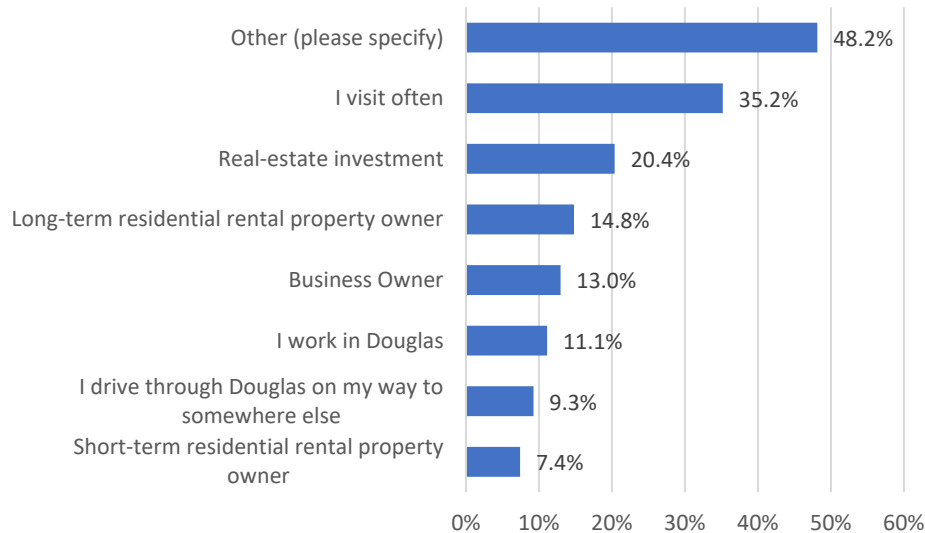
1. Considering for retirement
2. Cost of housing is untenable
3. When we fully retire are considering a permanent move to Douglas
4. The excessive deer population needs to get under control before I would consider living in Douglas permanently. It's terrible and unhealthy.
5. Will one day move to Douglas permanently
6. We are part of a larger family with several siblings and their adult children, all of whom are regular summer residents of our 377 lake Shore cottage.
7. If an affordable housing option was available, many would consider living in the area
8. On whether this community stays easy for senior citizens to live without too much traffic and fear of walking lakeshore drive.
9. May reside on owned property, permanently, some day.
10. Maybe
11. Upon Retirement
12. If we could winterize our summer cottage, we could live there year round

13. Undecided
14. If the character of our neighborhood changes
15. Who knows what retirement will bring
16. Depends on what I decide when I retire! Hopefully that involves more time in Douglas, but it is ways off!
17. My parents and sister are looking to move here.
18. If it benefits us from a tax standpoint
19. Depends on how much more development will take place
20. Pursuing a build on owned Douglas property
21. There used to be a school tax advantage but property taxes have clouded the issue
22. Need to welcome winter, again. Happy to not deal with freezing temps
23. Former area resident, hope to return
24. We would love to move into town, but cannot afford the taxes or current rates
25. Post-retirement plan
26. Maybe someday when we don't have full time jobs
27. Maybe after our daughter is out of school

Q9 | What is your age?

Answer Choices	Responses	
18 years or under	0.0%	0
19 to 24 years	0.0%	0
25 to 34 years	2.0%	4
35 to 44 years	6.0%	12
45 to 54 years	12.1%	24
55 to 64 years	27.6%	55
65 to 74 years	39.2%	78
75 years or older	13.1%	26
	Answered	199
	Skipped	11

Q10 | If you are not a resident in Douglas, which of the following best characterizes your connection and interest in the City of Douglas? Please check all that apply.



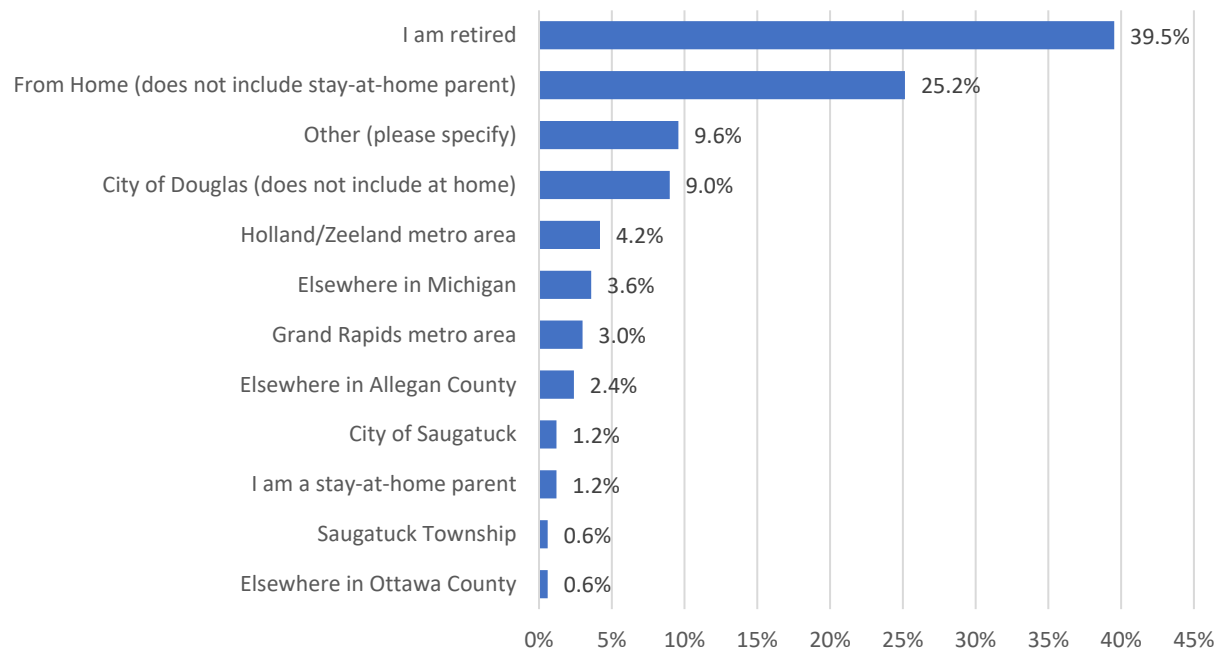
Answer Choices	Responses	
Other (please specify)	48.2%	26
I visit often	35.2%	19
Real-estate investment	20.4%	11
Long-term residential rental property owner	14.8%	8
Business Owner	13.0%	7
I work in Douglas	11.1%	6
I drive through Douglas on my way to somewhere else	9.3%	5
Short-term residential rental property owner	7.4%	4
	Answered	54
	Skipped	156

Other (please specify):

1. I have been coming to Douglas all my life. We have family property along the lakeshore
2. Shop owner for 33 years
3. Family has owned the property since 1917.
4. Own family cottage on Lake Shore Drive, Douglas.
5. visitor to Saugatuck/Douglas often and also interested in Development
6. Frequent visitor and potential future resident
7. Own a summer home there
8. Home owner used for our family vacations

9. I live in the Douglas/Saugatuck Area but own a family cottage with my Mother and Siblings
10. I'm a permanent resident of Douglas
11. Summer resident
12. Retired io
13. Taxpaying homeowner
14. I live on lakeshore drive north of the "break". What happens in the city of Douglas impacts me.
15. Commercial/Long term residential property owner
16. I have a boat slip at Tower
17. reside in Douglas for 5 months per year
18. 2nd home
19. 2nd home
20. I sometimes eat, bit I use the library and post office mainly.
21. Summer home thinking about permanent
22. Permanent resident living adjacent to Douglas
23. Spend approx. 3-4 months overall per year at my condo in Douglas.
24. Family in area
25. I live in Saugatuck township, consider Douglas my community
26. Work in Saugatuck Township

Q11 | Where do you primarily work?



Answer Choices	Responses	
I am retired	39.5%	66
From Home (does not include stay-at-home parent)	25.2%	42
Other (please specify)	9.6%	16
City of Douglas (does not include at home)	9.0%	15
Holland/Zeeland metro area	4.2%	7
Elsewhere in Michigan	3.6%	6
Grand Rapids metro area	3.0%	5
Elsewhere in Allegan County	2.4%	4
City of Saugatuck	1.2%	2
I am a stay-at-home parent	1.2%	2
Saugatuck Township	0.6%	1
Elsewhere in Ottawa County	0.6%	1
	Answered	167
	Skipped	43

Other (please specify):

1. St. Louis, MO
2. Chicago
3. Downtown Louisville KY
4. Own property in St Charles, Mo. 63303
5. Out of state
6. St. Louis
7. South Bend Indiana
8. New England
9. Home
10. Chicago
11. Chicago
12. retired
13. Work in Illinois
14. Chicago
15. All over the country
16. Private school

Q12 | What is your profession?

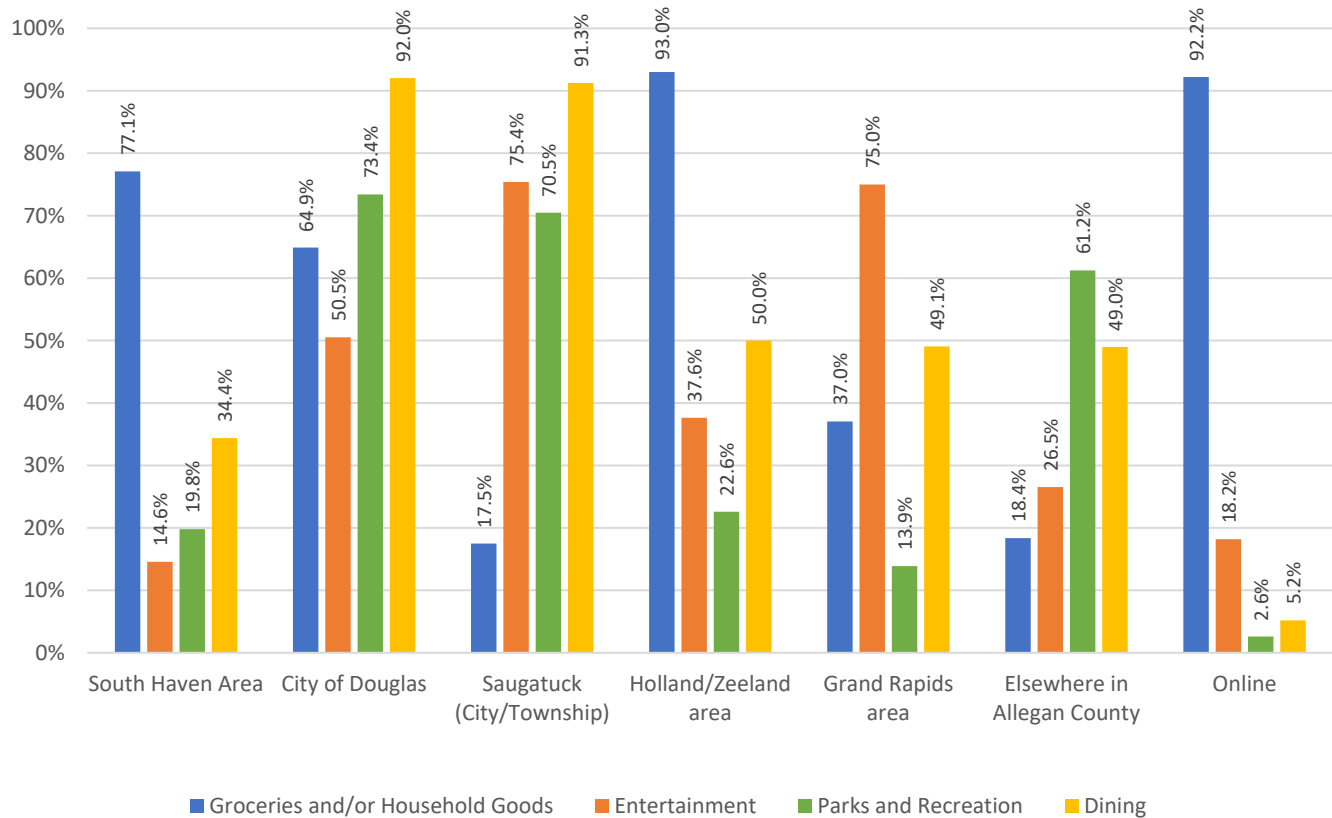
Profession	Number of Responses
Retired	27
Retired	6
Sales	6
Engineer	5
Artist	4
N/a	4
Attorney	3
Business owner	3
Consultant	3
Management	3
Realtor	3
Accountant	2
Accounting	2
Attorney	2
Bookkeeping	2
Education	2
Lawyer	2
Marketing	2
Real estate development	2
Retired teacher	2
Software consultant	2
Architect	2
Administrative assistant	1
Answer	1
Business leadership	1
Art director	1
Banking	1
Broker, interior designer, builder, engineer	1
Business analyst	1
Business development	1
Career executive	1
Child Care Coordinator for the Forest Hills School District in GR	1
Civil Engineer, property manager and retail store owner.	1
Classic designer	1
Clinical psychology	1
College professor	1
Communication design	1

Construction management	1
Consultant	1
Consulting	1
Corporate sales	1
Cpa	1
Cpa/pfs	1
Criminal attorney	1
Customer service	1
Dentist	1
Department of Defense	1
Design consultant	1
Designer	1
Direct labor	1
Director of Process Improvement & Project Management	1
Economic developer, community volunteer	1
Education / appraiser	1
Education administration	1
Educational assessments	1
Elementary education teacher	1
Engineer/business owner	1
Excavating	1
Exec Director of the CVB	1
Executive coach and leadership consultant	1
Executive Director of a Human Service Agency	1
Executive Director of Finance	1
Finance	1
Financial planner and advisor	1
Florist	1
Former teacher	1
Gallerist	1
Global advertising & boards	1
Government	1
Grandfather	1
Homemaker	1
Hospitality sales	1
I am Retired	1
I am semi-Retired	1
I no longer work	1
I stay at home	1
Industrial automation	1
Interior designer	1

Investor	1
Judge retired	1
La la	1
Law	1
Legal	1
Librarian	1
Litigation consultant	1
Logistics specialist	1
Manager	1
Marketing and Advertising	1
Marketing services	1
Massage therapist	1
Na	1
None of your business	1
Not applicable	1
Occupational therapist	1
Operations director	1
Personal finance educator / coach	1
Pharmacist	1
Phd	1
Photographer	1
Physician	1
Piano teacher	1
Preschool teacher	1
Professor	1
Property manager/landlord	1
Property owner/manager	1
Psychologist	1
Public educator	1
Public relations executive	1
Real estate	1
Real estate broker	1
Real estate broker	1
Real estate developer	1
Realtor and Vacation Rental Director	1
Registered nurse	1
Registered nurse	1
Retired town manager, SCA box office manager	1
Restaurant operator	1
Restaurant worker	1
Retired and do run a volunteer 1865 Vintage Base Ball Club	1

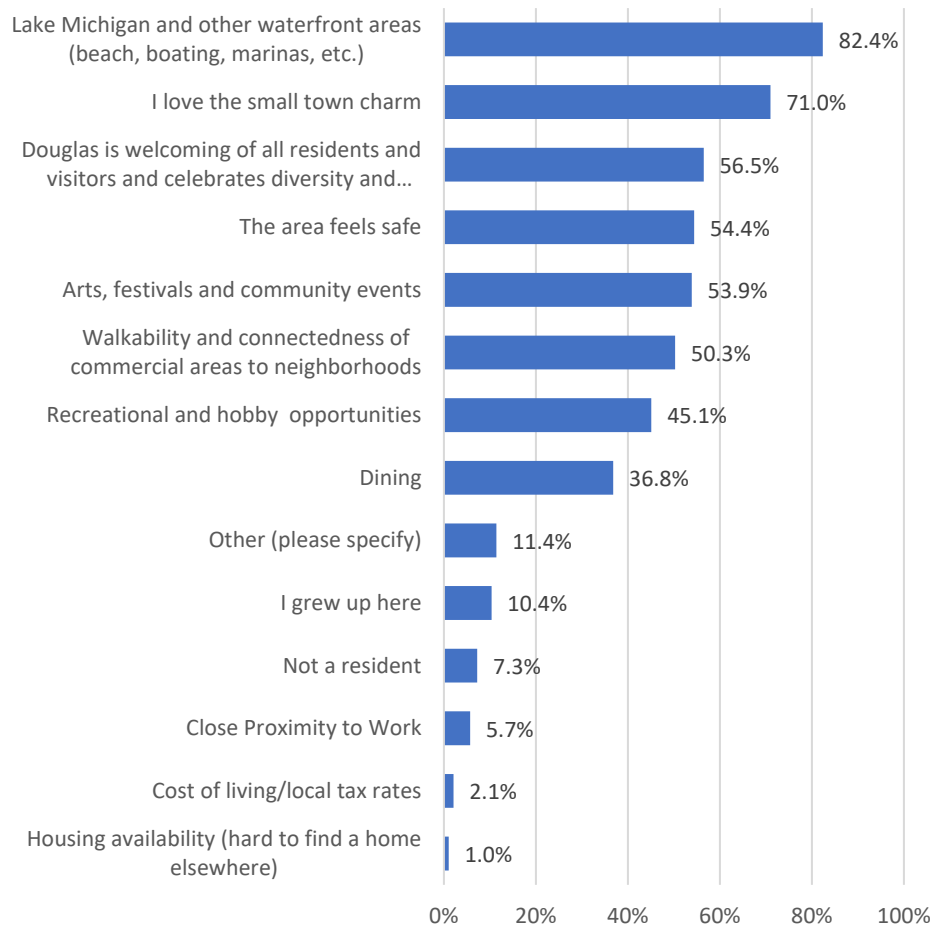
Retired architect	1
Retired coach	1
Retired electrical engineer	1
Retired healthcare executive	1
Retired insurance professional	1
Retired Office/business manager and artist	1
Retired physician	1
Retired piano teacher	1
Retired purchasing director	1
Retired social worker	1
School administration	1
Self employed	1
Self-employed	1
Small Business owner	1
Stay at Home Mom	1
Substitute teacher	1
Teacher	1
Technology	1
Title agent	1
Utility executive	1
Was technology consulting	1

Q13 | where are you most likely to go for the following goods or services? (Please check all that apply.)



	Groceries and/or Household Goods		Entertainment		Parks and Recreation		Dining	
South Haven Area	77.1%	74	14.6%	14	19.8%	19	34.4%	33
City of Douglas	64.9%	122	50.5%	95	73.4%	138	92.0%	173
Saugatuck (City/Township)	17.5%	32	75.4%	138	70.5%	129	91.3%	167
Holland/Zeeland area	93.0%	173	37.6%	70	22.6%	42	50.0%	93
Grand Rapids area	37.0%	40	75.0%	81	13.9%	15	49.1%	53
Elsewhere in Allegan County	18.4%	9	26.5%	13	61.2%	30	49.0%	24
Online	92.2%	71	18.2%	14	2.6%	2	5.2%	4
						Answered		201
						Skipped		9

Q14 | If you live in the City as a year-round or seasonal resident, please select the most important reason(s) you have chosen to live in the City of Douglas (Check all that apply):



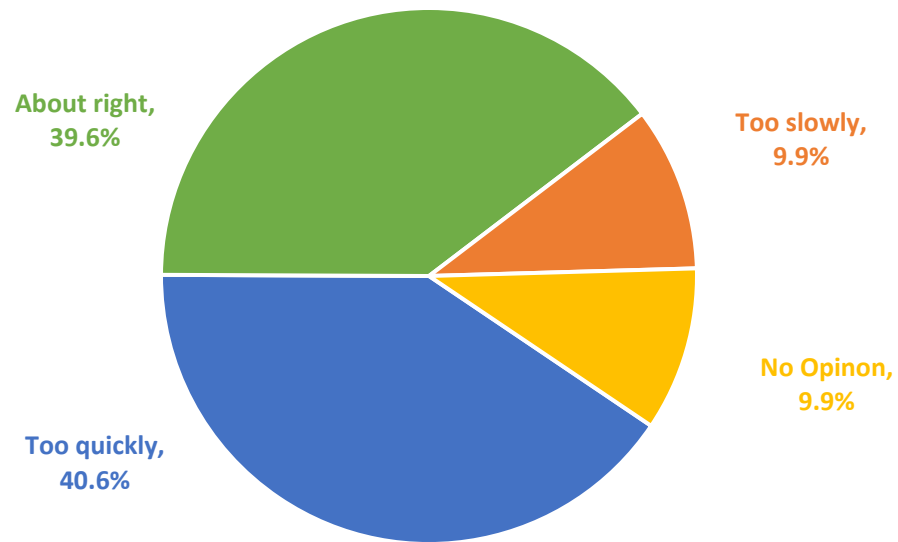
Answer Choices	Responses	
Lake Michigan and other waterfront areas (beach, boating, marinas, etc.)	82.4%	159
I love the small-town charm	71.0%	137
Douglas is welcoming of all residents and visitors and celebrates diversity and inclusivity	56.5%	109
The area feels safe	54.4%	105
Arts, festivals, and community events	53.9%	104
Walkability and connectedness of commercial areas to neighborhoods	50.3%	97
Recreational and hobby opportunities	45.1%	87
Dining	36.8%	71
Other (please specify)	11.4%	22
I grew up here	10.4%	20
Not a resident	7.3%	14

Close Proximity to Work	5.7%	11
Cost of living/local tax rates	2.1%	4
Housing availability (hard to find a home elsewhere)	1.0%	2
	Answered	193
	Skipped	17

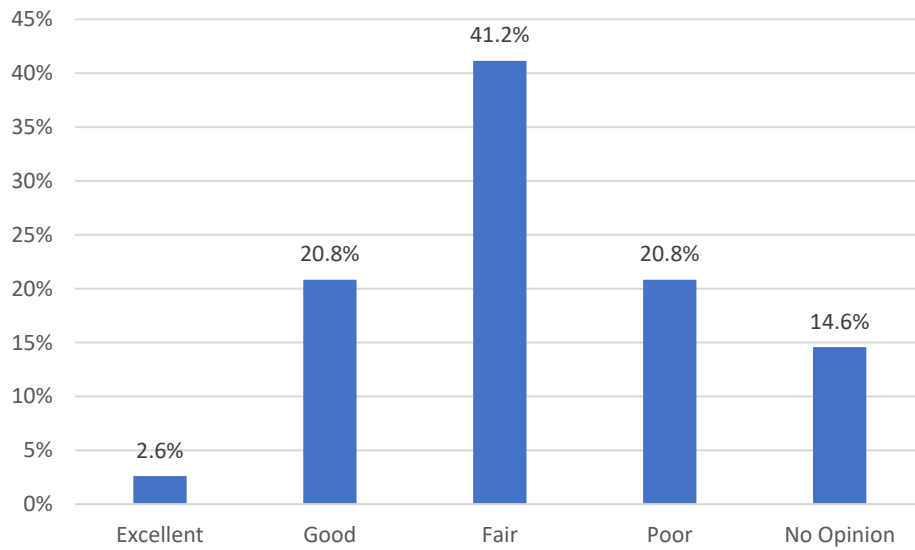
Other (please specify):

1. My Family has been coming to Douglas since 1930's bought house in 1947
2. The natural beauty
3. To me the answers are the same for Saugatuck and Douglas
4. Tourist volume
5. Gathering place for extended family for 80 years
6. The cost of housing is out of reach for most workers in the area
7. Gay life and entertainment
8. I've been coming to Douglas every summer of my life
9. My family has been a part of the community since the 1920's it's in my blood
10. I am the fourth-generation owner of our family cottage
11. I have been coming here since I was a child.
12. Central location
13. N/A
14. Again, I live in Saugatuck, but all this applies.
15. community involvement
16. School system brought me back here #1 reason
17. Very expensive to move somewhere else. Loss of property tax cap.
18. Pickleball. Great Summer group.
19. Proximity to friends and relatives
20. Court order to live in the school district
21. The schools
22. Visits lots in the last 20 years with our family

Q15 | Regarding residential growth, would you say the City is growing:

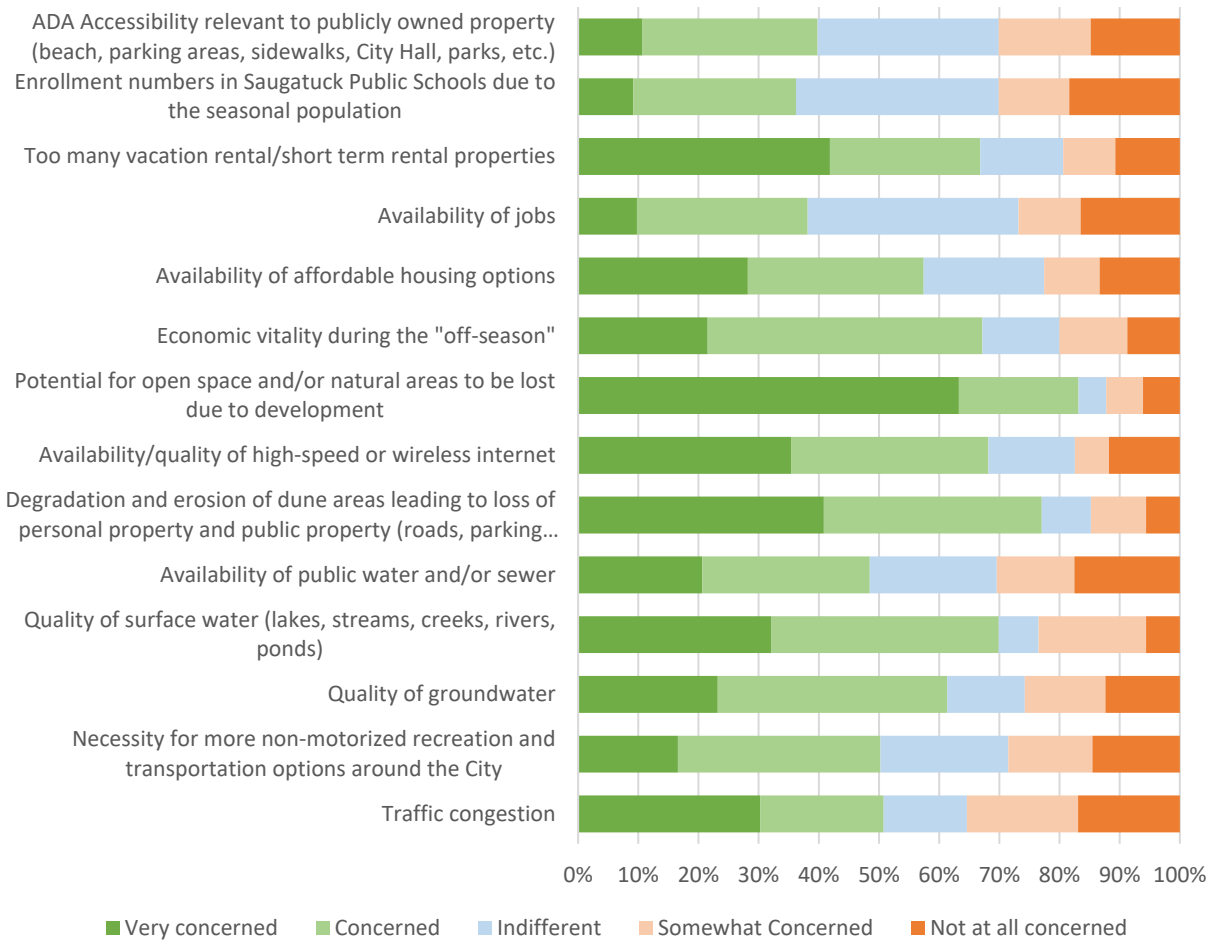


Answer Choices	Responses	
Too quickly	40.6%	78
About right	39.6%	76
Too slowly	9.9%	19
No Opinion	9.9%	19
	Answered	192
	Skipped	18

Q16 | Please rate the city's efforts to provide guidance on growth and development:

Answer Choices	Responses	
Excellent	2.6%	5
Good	20.8%	40
Fair	41.2%	79
Poor	20.8%	40
No Opinion	14.6%	28
	Answered	192
	Skipped	18

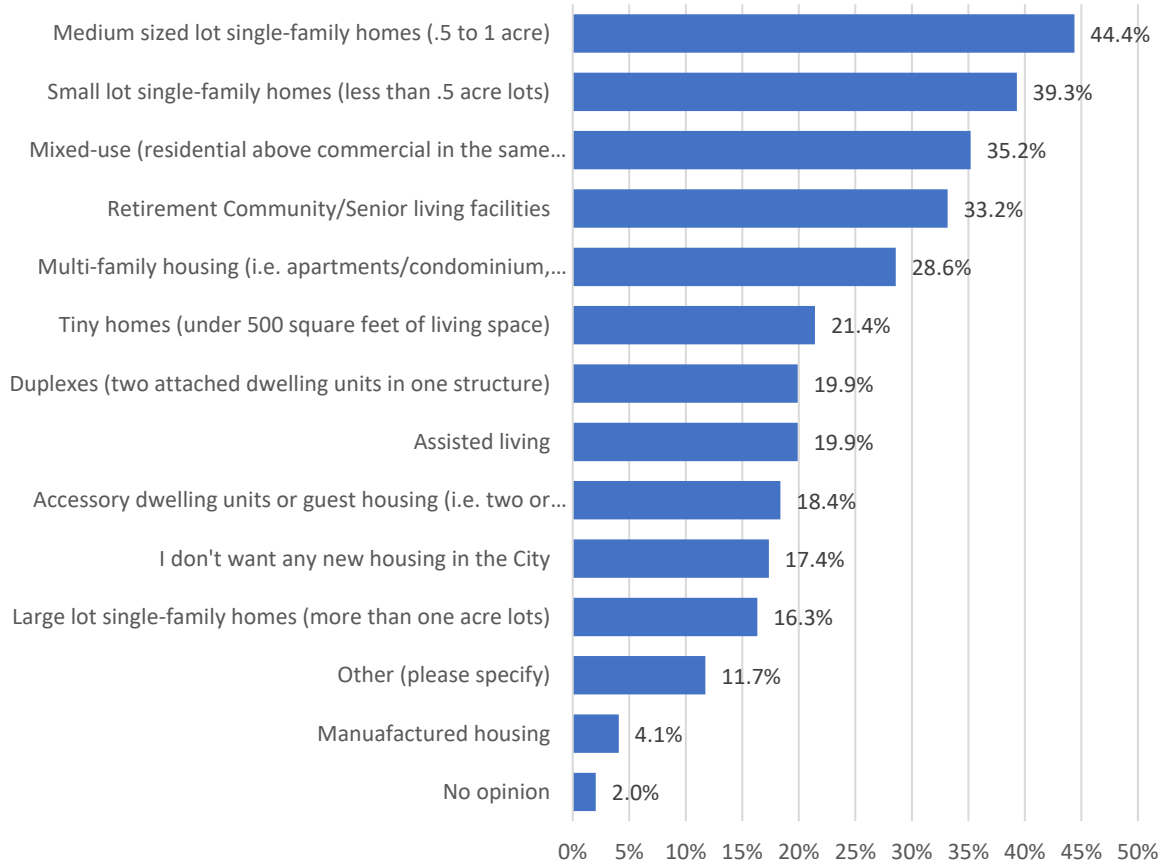
Q17 | Please rate the level of concern you have regarding the following issues:



	Very concerned		Concerned		Indifferent		Somewhat Concerned		Not at all concerned	
Traffic congestion	30.3%	59	20.5%	40	13.9%	27	18.5%	36	16.9%	33
Necessity for more non-motorized recreation and transportation options around the City	16.6%	32	33.7%	65	21.2%	41	14.0%	27	14.5%	28
Quality of groundwater	23.2%	45	38.1%	74	12.9%	25	13.4%	26	12.4%	24
Quality of surface water (lakes, streams, creeks, rivers, ponds)	32.1%	63	37.8%	74	6.6%	13	17.9%	35	5.6%	11

Availability of public water and/or sewer	20.6%	40	27.8%	54	21.1%	41	12.9%	25	17.5%	34
Degradation and erosion of dune areas leading to loss of personal property and public property (roads, parking areas, walkways, etc.)	40.8%	80	36.2%	71	8.2%	16	9.2%	18	5.6%	11
Availability/quality of high-speed or wireless internet	35.4%	69	32.8%	64	14.4%	28	5.6%	11	11.8%	23
Potential for open space and/or natural areas to be lost due to development	63.3%	124	19.9%	39	4.6%	9	6.1%	12	6.1%	12
Economic vitality during the "off-season"	21.5%	42	45.6%	89	12.8%	25	11.3%	22	8.7%	17
Availability of affordable housing options	28.2%	55	29.2%	57	20.0%	39	9.2%	18	13.3%	26
Availability of jobs	9.8%	19	28.4%	55	35.1%	68	10.3%	20	16.5%	32
Too many vacations rental/short term rental properties	41.8%	82	25.0%	49	13.8%	27	8.7%	17	10.7%	21
Enrollment numbers in Saugatuck Public Schools due to the seasonal population	9.2%	18	27.0%	53	33.7%	66	11.7%	23	18.4%	36
ADA Accessibility relevant to publicly owned property (beach, parking areas, sidewalks, City Hall, parks, etc.)	10.7%	21	29.1%	57	30.1%	59	15.3%	30	14.8%	29
								Answered	196	
								Skipped	14	

Q18 | What type of housing would you like to see more of in Douglas? (Check all that apply)

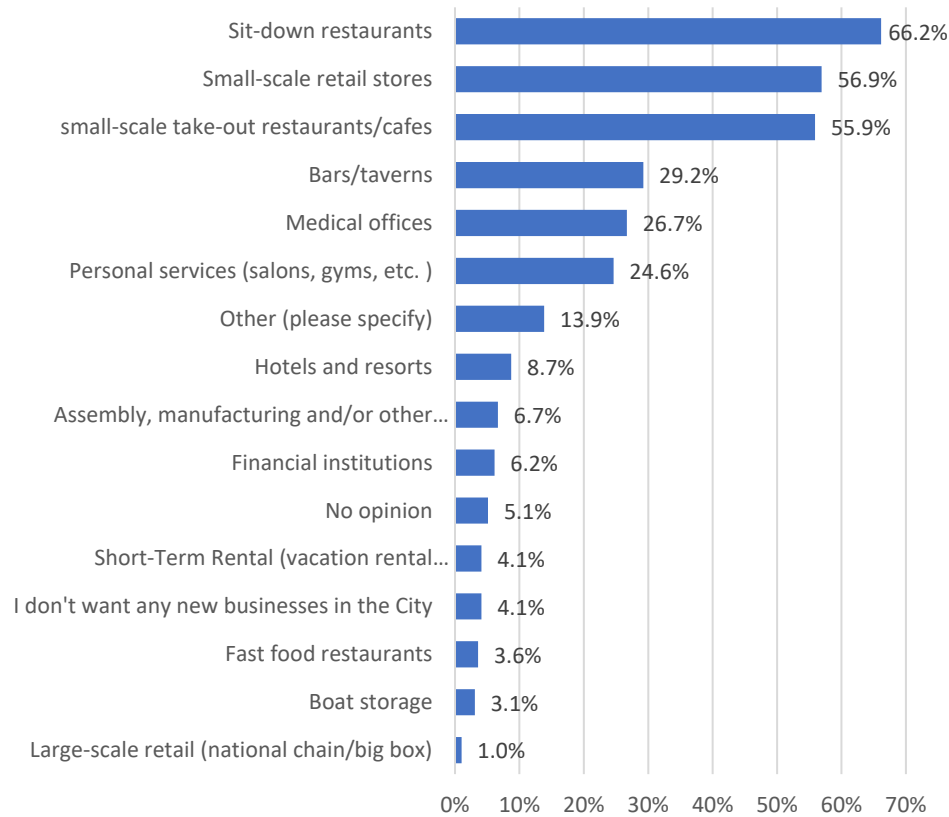


Answer Choices	Responses	
Medium sized lot single-family homes (.5 to 1 acre)	44.4%	87
Small lot single-family homes (less than .5 acre lots)	39.3%	77
Mixed-use (residential above commercial in the same building)	35.2%	69
Retirement Community/Senior living facilities	33.2%	65
Multi-family housing (i.e. apartments/condominium, 3+ units per building)	28.6%	56
Tiny homes (under 500 square feet of living space)	21.4%	42
Duplexes (two attached dwelling units in one structure)	19.9%	39
Assisted living	19.9%	39
Accessory dwelling units or guest housing (i.e. two or more living units on a single-family lot)	18.4%	36
I don't want any new housing in the City	17.4%	34
Large lot single-family homes (more than one acre lots)	16.3%	32
Other (please specify)	11.7%	23
Manufactured housing	4.1%	8
No opinion	2.0%	4
	Answered	196
	Skipped	14

Other (please specify):

1. Affordable housing
2. I am opposed to losing green space to development. We're crowding the deer population and the human population
3. Affordable housing
4. Avoid over development which will degrade the living experience for all residents and visitors.
5. Affordable worker housing/apartments.
6. Don't cut down trees
7. The area east of Bluestar highway is prime for more density/affordability without disturbing the character of the area
8. Affordable year-round housing
9. More affordable housing for the people who work in our city.
10. Truly moderate affordable housing
11. There's a huge need for attainable housing, aging-in-place housing, and assisted living/senior living.
12. More seasonal/affordable housing for people coming here to work.
13. The city has been absolutely stagnant for 4 years!
14. I know the above isn't reasonable, but it provides a goal. Per Edward abbey, growth for the sake of growth is the philosophy of the cancer cell.
15. Decent affordable housing for lower income folks
16. Affordable/workforce housing
17. Multiple unit housing will only attract summer people not residents who will send kids to school and contribute to good city government
18. Manufactured housing can be different than trailers
19. Affordable homes or long-term (only!) Rentals for year around occupancy
20. No tiny homes
21. Affordable housing for people that want to work in Douglas/Saugatuck
22. Let the market dictate the housing, but prevent additional short-term rentals
23. Affordable housing for workers

Q19 | What types of businesses would you like to see more of in Douglas?

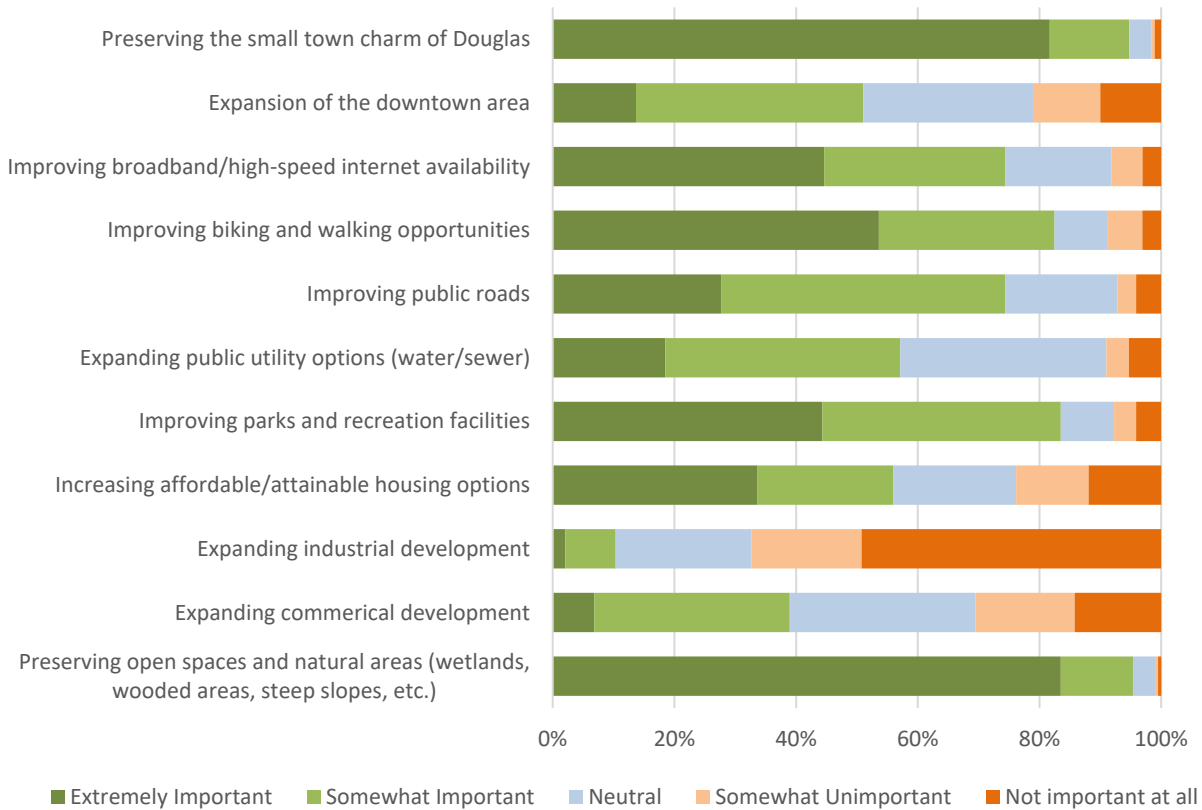


Answer Choices	Responses	
Sit-down restaurants	66.2%	129
Small-scale retail stores	56.9%	111
small-scale take-out restaurants/cafes	55.9%	109
Bars/taverns	29.2%	57
Medical offices	26.7%	52
Personal services (salons, gyms, etc.)	24.6%	48
Other (please specify)	13.9%	27
Hotels and resorts	8.7%	17
Assembly, manufacturing and/or other industry	6.7%	13
Financial institutions	6.2%	12
No opinion	5.1%	10
Short-Term Rental (vacation rental businesses, Airbnb, etc.)	4.1%	8
I don't want any new businesses in the City	4.1%	8
Fast food restaurants	3.6%	7
Boat storage	3.1%	6
Large-scale retail (national chain/big box)	1.0%	2
	Answered	195
	Skipped	15

Other (please specify):

1. Community pool and rec center
2. Businesses won't survive without bringing in more winter activities
3. We could use a great sit-down breakfast place with plenty of seating options.
4. A health food/low waste store
5. Flexible art/entertainment spaces
6. Avoid excessive development, which will degrade the living and visitor experience.
7. No chain or big box
8. A new grocery store, and a community center with a pool
9. Retail shopping
10. No more short-term rentals
11. Services/shops that people need, yet done well to keep the small-town charm. If you want big box, holland is a short drive away.
12. Food trucks, food available until midnight!
13. Indoor recreation center (pool, basketball, pickle ball, etc.
14. Entertainment options
15. Art galleries. It's surprising that's not on the list.
16. A better grocery store ...very important
17. Medium sized retail
18. Start-up incubator linked to college
19. Dining/retail stores downtown only, to make our downtown viable. Let's not tart up blue star like 31 in holland
20. Businesses focused on younger people to gather or for experiences to bring more diverse ages to town. Also, more meeting spaces for residents who work from home.
21. Affordable dining and ethnic food offerings
22. Senior center, local bakery, local dry cleaners, delivery service
23. No fast food
24. Jobs supporting outdoor recreation
25. Fresh produce/whole foods grocery
26. Dry goods, decent restaurants open year-round, decent grocery store!
27. Affordable dining options

Q20 | In terms of the City's priorities, please rate your opinion on the level of importance on the following issues:



	Extremely Important		Somewhat Important		Neutral		Somewhat Unimportant		Not important at all	
Preserving open spaces and natural areas (wetlands, wooded areas, steep slopes, etc.)	83.5%	162	11.9%	23	3.6%	7	0.5%	1	0.5%	1
Expanding commercial development	6.8%	13	32.1%	61	30.5%	58	16.3%	31	14.2%	27
Expanding industrial development	2.1%	4	8.3%	16	22.3%	43	18.1%	35	49.2%	95

Increasing affordable/attainable housing options	33.7%	65	22.3%	43	20.2%	39	11.9%	23	11.9%	23
Improving parks and recreation facilities	44.3%	86	39.2%	76	8.8%	17	3.6%	7	4.1%	8
Expanding public utility options (water/sewer)	18.5%	35	38.6%	73	33.9%	64	3.7%	7	5.3%	10
Improving public roads	27.7%	54	46.7%	91	18.5%	36	3.1%	6	4.1%	8
Improving biking and walking opportunities	53.6%	104	28.9%	56	8.8%	17	5.7%	11	3.1%	6
Improving broadband/high-speed internet availability	44.6%	87	29.7%	58	17.4%	34	5.1%	10	3.1%	6
Expansion of the downtown area	13.7%	26	37.4%	71	27.9%	53	11.1%	21	10.0%	19
Preserving the small-town charm of Douglas	81.7%	156	13.1%	25	3.7%	7	0.5%	1	1.1%	2
								Answered	195	
								Skipped	15	

Please indicate other areas not listed above for the City to prioritize, and indicate whether important or not important.

1. Affordable/workforce housing; no affordable housing means no kids means an incomplete community. This is crucial. The city holds the key to affordable housing at Haworth. Blow that chance and you can kiss affordability goodbye. It's the best way for the city to restrict and control the rising housing costs that are preventing the workforce from finding housing here.
2. Having workers for businesses and businesses open in winter
3. Preserving the natural areas which is why we come here. Saving the beautiful trees from development. Once they're gone, they are gone forever
4. It is extremely important to me that we concentrate our retail/ commercial downtown instead of sprawling it on center street west of the blue star and on the blue star going south of center. A concentration of shops and restaurants downtown would make it more viable. Sprawl will just create traffic and noise in the residential parts of the city
5. Not overbuilding in remaining open spaces in the city.
6. Sidewalk along ferry street including Saugatuck
7. Smaller size housing which was determined to be most in demand by Douglas study done less than 10 years ago
8. Controlling the deer population - extremely important. Please understand that where i live, they are extremely excessive. They travel in herds, eat all of our landscaping (we have to net everything), sleep and leave piles of feces in our yards and make for dangerous driving conditions when dark out. Yes, seeing random deer is attractive and we want to be respectful of how we reduce them, but there are just too many of them. There are so many of us who would appreciate a more aggressive reduction plan than the one most recently approved by the council. That plan is too restrictive in scope/area. Thank you for your consideration.
9. Year-round housing options located east of blue star highway
10. Safety for walking and biking
11. High speed internet for all residents; leaf pick-up into November when the leaves actually fall
12. Winter recreation opportunities (sledding, skating, cc skiing) could be improved.
13. Control of short-term rentals
14. We need a community center for the Saugatuck/Douglas area
15. Trash pickup during summer twice a week/people will pay
16. Reduce manager salary of \$100,000.
17. Too much traffic on lakeshore dr. And connecting roads
18. The deer population we need to thin the amount a deer
19. Old type charm clings to the past. We could renew sensibly
20. Fill in the downtown area, fewer businesses spread out.
21. Need more family friendly restaurants
22. Maintaining existing recreational facilities
23. Wish my family could afford to live in Douglas and I know they wish the same.
24. Get rid of that horrible bike path monstrosity!!!!
25. None

26. Short term rentals are adversely affecting Douglas
27. Curb rentals way too many
28. To be specific, sidewalks everywhere, in town and to the lake.
29. Bike path along Wiley from blue star to lake
30. Businesses need to be opened more than 12 to 4pm, a few days a week.
31. A more balanced, less seasonal economy, high tech.
32. We are losing the character of Douglas
33. Building the missing middle housing. Extreme importance.
34. Fix bs from bridge to center. Put back to the original bs. Confusing for tourists, dangerous and tight with the lane width
35. Master plan calls for way too much multiple family. That recommendation was not supported by the planning commission back then but the city council did it anyway
36. Access to city employees, open door concept
37. Develop ways to incorporate solar or other kinds of efforts to reduce our city's earth impact - very important!
38. Encouraging residents to shop locally, encouraging our city council to support local business men and women.
39. Balance investments with revenue beyond overtaxing property owners
40. Sidewalks, shared streets, bike paths, crosswalks, traffic calming techniques
41. More outside pickleball courts. Pickleball draws people...that want to live near parks that have courts and they spend money, even if they don't live there. Also, major attraction for summer tourists.
42. The Blue star highway debacle from the bridge to Center St. Poorly planned and dangerous. Please put the road back to how it used to be.
43. Please preserve open space and provide outdoor recreation to keep pace with growth. More public beach access.
44. Important to try not to fit so much in such small areas, both residential and commercial. And take service-oriented businesses and put them on major roads like Blue star highway or Wiley, not in the downtown.
45. Preservation of open space on west shore golf course
46. Thoughtful redevelopment of the former furniture factory site into a multi-use space - retail, entertainment & housing
47. Preventing or reducing short term rentals

Summary of these open-ended responses:

Housing and Development:

Concerns about affordable and workforce housing, advocating for the city's role in controlling housing costs, concentration of retail in downtown areas, avoiding overbuilding in open spaces, and addressing short-term rental issues. Residents also emphasize the importance of smaller-sized housing and year-round housing options.

Infrastructure and Public Services:

Requests for improved infrastructure, including sidewalks, safety measures for walking and biking, high-speed internet access, and extended services like trash pickup.

Residents express interest in maintaining existing recreational facilities, advocating for a community center, and addressing issues like leaf pick-up and winter recreation opportunities.

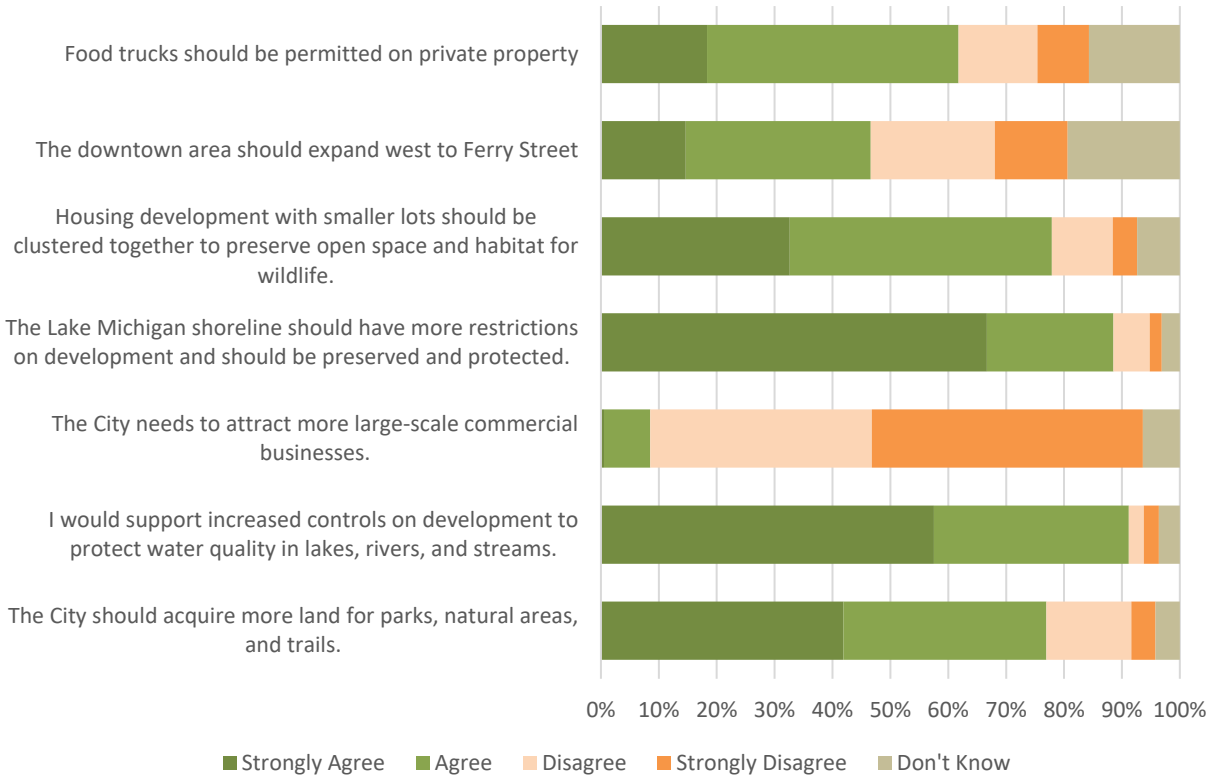
Environmental Concerns:

Concerns related to preserving natural areas, controlling the deer population, and incorporating environmentally friendly practices such as solar efforts. Residents emphasize the importance of open space preservation, outdoor recreation, and access to public beaches.

Community Engagement and Local Economy:

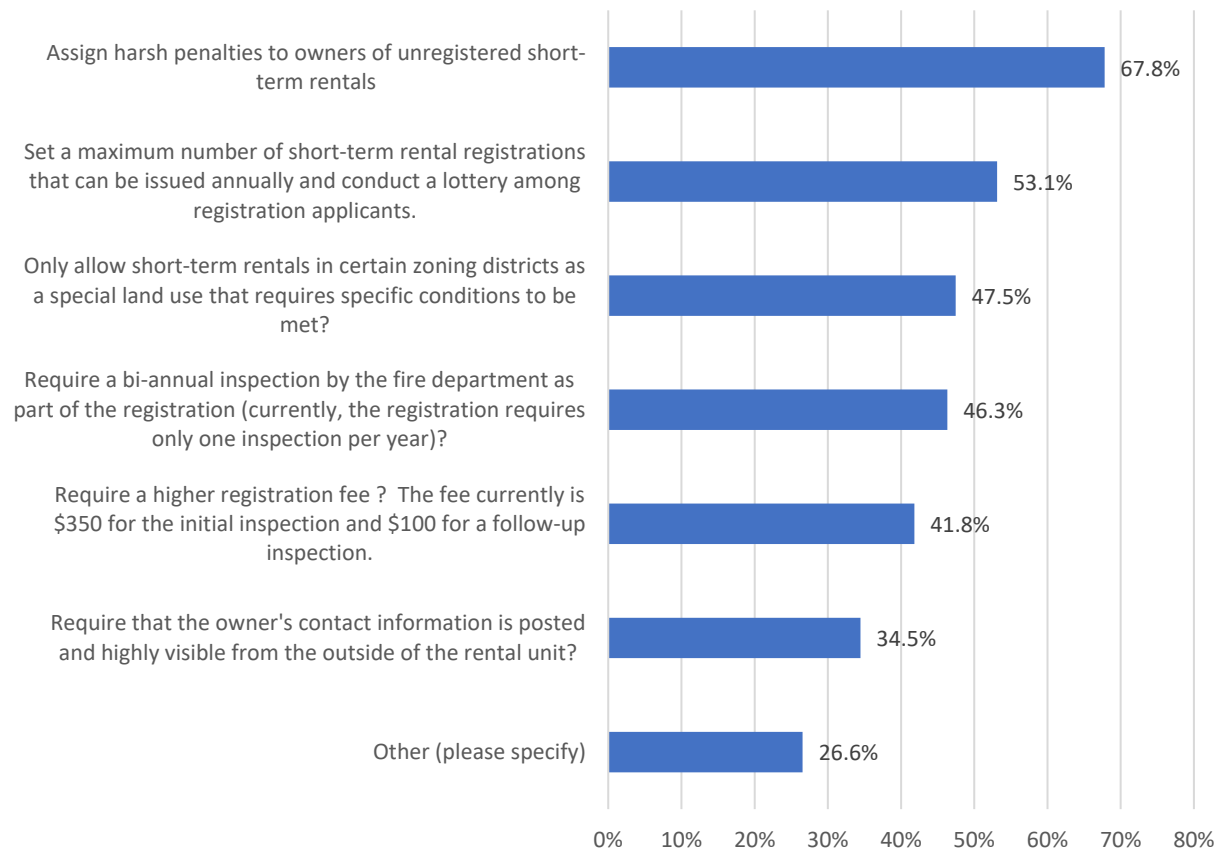
Feedback on community engagement, including access to city employees and an open-door concept. Economic considerations involve balancing investments and revenue, supporting local businesses, and addressing concerns about the character of the community. Some residents express a desire for a more balanced, less seasonal economy, possibly with a focus on high-tech industries.

Q21 | Please indicate whether you agree or disagree with the following statements for the City of Douglas.



	Strongly Agree		Agree		Disagree		Strongly Disagree		Don't Know	
The City should acquire more land for parks, natural areas, and trails.	41.9%	80	35.1%	67	14.7%	28	4.2%	8	4.2%	8
I would support increased controls on development to protect water quality in lakes, rivers, and streams.	57.5%	111	33.7%	65	2.6%	5	2.6%	5	3.6%	7
The City needs to attract more large-scale commercial businesses.	0.5%	1	8.0%	15	38.3%	72	46.8%	88	6.4%	12
The Lake Michigan shoreline should have more restrictions on development and should be preserved and protected.	66.7%	128	21.9%	42	6.3%	12	2.1%	4	3.1%	6
Housing development with smaller lots should be clustered together to preserve open space and habitat for wildlife.	32.6%	62	45.3%	86	10.5%	20	4.2%	8	7.4%	14
The downtown area should expand west to Ferry Street	14.7%	28	31.9%	61	21.5%	41	12.6%	24	19.4%	37
Food trucks should be permitted on private property	18.3%	35	43.5%	83	13.6%	26	8.9%	17	15.7%	30

Q22 | How can the City better regulate short-term rentals? (Check all the apply)



Answer Choices	Responses	
Assign harsh penalties to owners of unregistered short-term rentals	67.8%	120
Set a maximum number of short-term rental registrations that can be issued annually and conduct a lottery among registration applicants.	53.1%	94
Only allow short-term rentals in certain zoning districts as a special land use that requires specific conditions to be met?	47.5%	84
Require a bi-annual inspection by the fire department as part of the registration (currently, the registration requires only one inspection per year)?	46.3%	82
Require a higher registration fee? The fee currently is \$350 for the initial inspection and \$100 for a follow-up inspection.	41.8%	74
Require that the owner's contact information is posted and highly visible from the outside of the rental unit?	34.5%	61
Other (please specify)	26.6%	47
	Answered	177
	Skipped	33

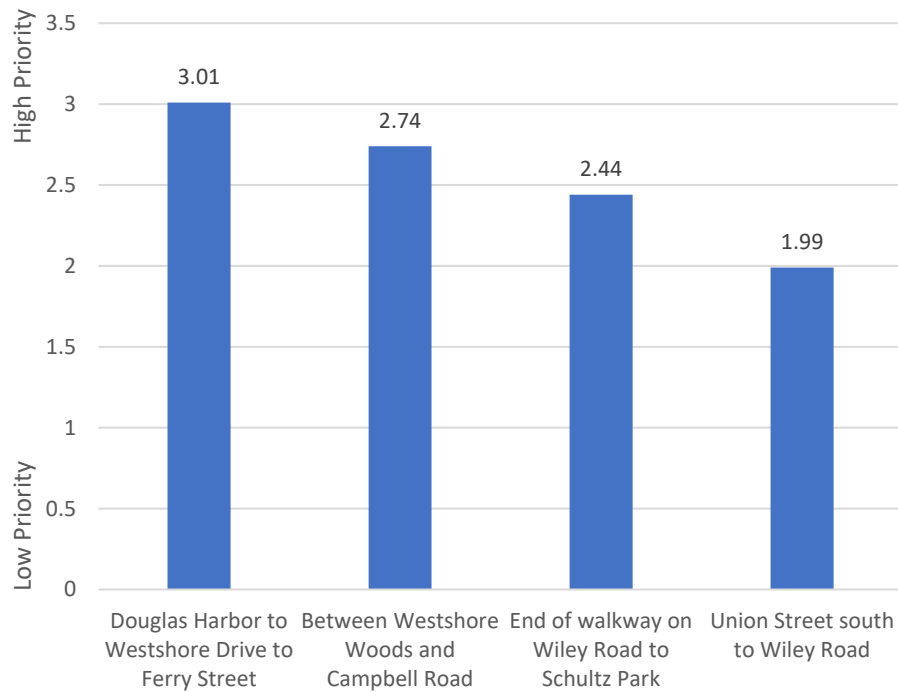
DRAFT

Other (please specify):

1. First decide what the problem is that you are talking about regulating. None of the choices will change the problem people complain about. Choosing a lottery, the one I picked, is fraught with problems too.
2. Too many rentals are ruining our city
3. Limit the number of short-term rentals per property management company
4. No regulations. Don't need a bigger government
5. Collect the hotel tax to help pay to promote the area (CVB)
6. Set limits on number of vehicles and noise
7. Current str landlords should be grandfathered in if there are significant changes
8. Allow only short-term rentals for owners that also use the home regularly.
9. Stay out
10. Please do not allow the city to regulate how I use my home
11. Set a minimum number of short-term rental days
12. I don't know the impact of these concerns
13. STR are a negative for neighbor hoods.
14. We are a resort town Rentals are a part of this community. Not sure how best to handle, but taking completely away or making it so difficult to do, would be WRONG
15. Ban them!
16. My property; none of your business!
17. Don't know.
18. Have strict noise ordinances
19. I don't see a need to regulate short term rentals. The market seems to be cooling, and from my perspective, we don't have the same issues as Saugatuck. Initially we bought our house and thought we may do some STR, but didn't do it because we love spending time in the area. If the city is moving to regulate or cap numbers, I would probably register our place as an STR, so I wouldn't lose the ability to rent it in the future even though we have no immediate plans.
20. Punish short-term rentals that disturb residents\
21. (A) Enforce violations for noisy and rowdy guests. (B) Set limits, though you would have to grandfather current rentals. Check with other towns like South Haven that have been dealing with this to see what's been successful.
22. None of the above. Short term rentals allow for visitors
23. Enhance enforcement of existing ordinances
24. Require a local management company period!
25. Keep them out of neighborhoods. They are a commercial enterprise.
26. No opinion
27. Enforce the rules in place; many rentals are not registered
28. Again, curb rentals print results to all inspections
29. Set a maximum percentage of str's vs long term and full-time residences
30. Make owners responsible. Ban management companies.
31. Minimum 30-day rental, no noise beyond the edge of the STR, HIGH. Penalties for disturbing the quiet residential neighborhood. Limit the number of renters to 4, revoke rental license for noise and other violations. SEE PALM SPRINGS STR POLICY,

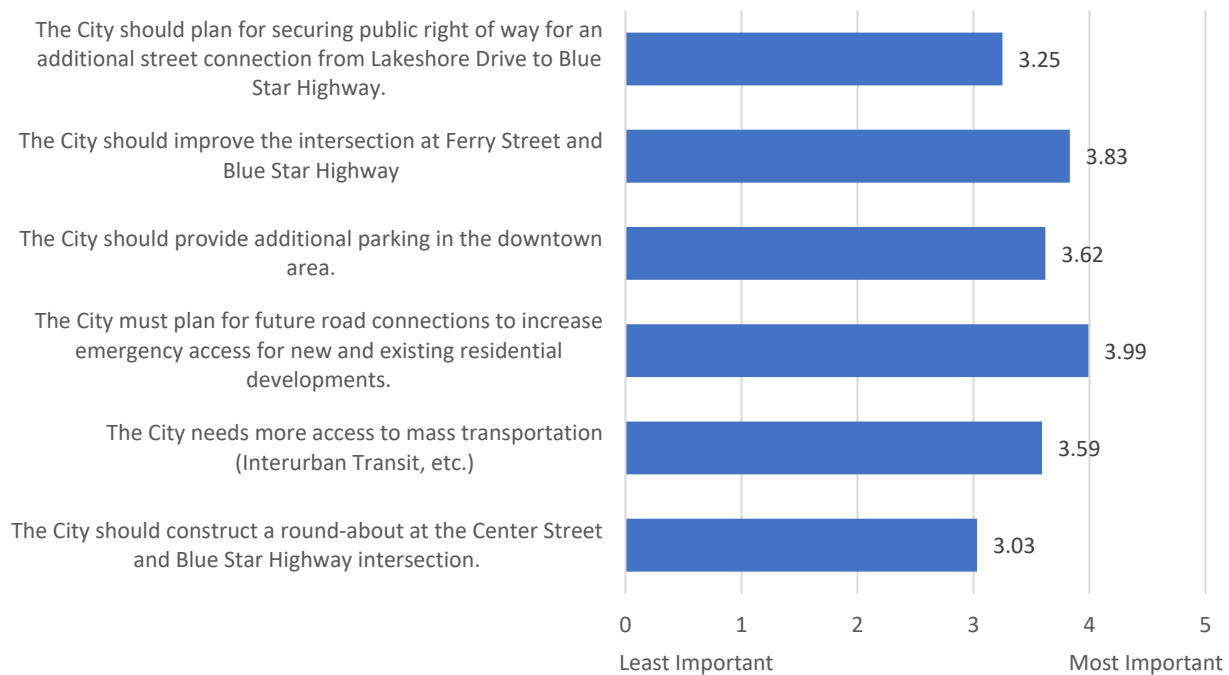
32. No other comments
33. Monitor complaints and police reports and fine those owners
34. PLEASE - put a cap on it!! If using a lottery, those who live in Douglas should have priority since they have to live with the impacts of STR. Incentivize those with rentals in town to make them long-term through incentives on taxes??
35. Address those breaking the law or not managing their property adequately rather than attempting a broad-brush approach which harms those wishing to rent their properties.
36. STR's should withhold deposit if violation of number of guests, excessive cars/trash, and noise outside of ordinance. Assign fee to renter or owner for police visit to home for excessive late-night noise
37. A full-time resident should be able to rent their ADU w/o issue. Restrictions should be set on seasonal residents and no more than 1 per homeowner.
38. Short term rentals drive so many blec
39. Post and enforce noise regulations
40. No fire pits
41. They should also be taxed at a higher "commercial" tax rate, rather than "residential", since it can be considered a business (transacting rentals).
42. Not knowledgeable enough to answer
43. Urban planner should be consulted for best ratio of short-term rentals to long term homes. Tourists are a big part of our economy and they need places to stay too.
44. It's a residential use, so don't regulate it. You sure don't mind those high property taxes, do you?
45. No new restrictions, but penalties for those that do not register
46. Make it easier for landlords to rent!
47. Restrict new rental and slowly lower the number of existing properties over time when an owner sells their home or stops renting it for a year.

Q23 | Which areas should the City prioritize for pedestrian pathways?



	1		2		3		4		Score
Douglas Harbor to Westshore Drive to Ferry Street	41.7%	65	30.1%	47	15.4%	24	12.8%	20	3.01
Between Westshore Woods and Campbell Road	31.0%	49	29.8%	47	21.5%	34	17.7%	28	2.74
End of walkway on Wiley Road to Schultz Park	24.1%	38	22.2%	35	27.9%	44	26.0%	41	2.44
Union Street south to Wiley Road	9.7%	15	20.0%	31	30.3%	47	40.0%	62	1.99
							Answered		170
							Skipped		40

Q24 | Please rank the following in order of importance related to the City's needs for mobility and transportation.



	1		2		3		4		5		6		Score
The City should construct a round-about at the Center Street and Blue Star Highway intersection.	25.3%	41	6.8%	11	8.6%	14	5.6%	9	12.4%	20	41.4%	67	3.03
The City needs more access to mass transportation (Interurban Transit, etc.)	16.7%	27	14.8%	24	21.0%	34	16.7%	27	19.8%	32	11.1%	18	3.59
The City must plan for future road connections to increase emergency access for new and existing residential developments.	18.5%	30	24.1%	39	17.3%	28	23.5%	38	11.7%	19	4.9%	8	3.99

The City should provide additional parking in the downtown area.	18.8%	31	15.8%	26	15.2%	25	21.8%	36	16.4%	27	12.1%	20	3.62
The City should improve the intersection at Ferry Street and Blue Star Highway	16.0%	26	25.8%	42	17.2%	28	17.2%	28	14.7%	24	9.2%	15	3.83
The City should plan for securing public right of way for an additional street connection from Lakeshore Drive to Blue Star Highway.	11.1%	18	15.4%	25	19.8%	32	13.6%	22	21.6%	35	18.5%	30	3.25
										Answered			177
										Skipped			33

Q25 | Please use the space below to provide additional thoughts or feedback about planning and land use for the future of the City of the Village of Douglas that you felt was not addressed in this survey.

1. Community pool and rec center
2. Downtown use should total focus on going down the hill to create restaurant or Mariana on the water in downtown. Saugatuck's main focus is all quaint commercial business along the water. Douglas downtown greatest asset could be the water that is fully ignored. Someone is missing a huge opportunity here by not expanding and altering the focus on the downtown to the water ...
3. Roundabout? Why? What's the problem with the light? Access to Mass Transportation? Yes, pay Interurban to take more trips to Holland - review service after 1 year to see if continued service is warranted. Future road Connections? Yes, but change zoning code to require it. Otherwise, developers won't do it and city can't force them to. PK downtown - never a problem for us. Ferry-Blue Star intersection - yes as traffic increases that area will be a nightmare. Take Isabel's and condo driveway come out at Ferry and have Ferry, Isabel's, condo, and Green Koi all meet Blue Star at one intersection. LSD to Blue Star? Why? You have Campbell, Center. Do you want it through the old West Shore golf course? if you are afraid of losing LSD to a bluff collapse - you will have to wait and see where it collapses. The lack of connectivity west of Ferry is the result of long-term bowing to developers and the Planning Commission not having a long-term view of what is good for the community. The Planning Commission needs more education on what the zoning code does and doesn't allow - and then seek zoning code changes for things the Planning Commission thinks it needs - like required connectivity - and once you have the code requirement - don't give variations from it - don't allow the developers to avoid those requirements via special land uses or planned developments.
4. The road and bike path right in front of the entrance to the red dock is still confusing and dangerous.
5. Blue Star Highway Businesses should be planned to be more "urban" and walkable with businesses closer together, mixed use with residential rather than a "suburban" model of large parking lots in front of a box business
6. The city should consider a senior center for group exercise, gatherings, games. We have a large population of seniors and no recreation options. Perhaps the city hall building which should be preserved and not sold for commercial use. Available land, such as by the old Haworth plant, should consider some recreation options like walking/cross country trails. Somewhere to do a winter sport, like ice skating or hockey, could bring in more winter business which we need to survive. Our businesses can't survive on just summer visitors.
7. No road connections. Would increase traffic and risk pedestrian safety. All of these "needs" are unnecessary and detrimental to the City

8. Thank you for sending this. Please stop allowing our open spaces to be developed at such a crazy pace. Douglas is overcrowded in the summer and everyone feels it. Thank you for NOT supporting the McVea + LSD access roads for the BDR development. It would have proven a drastic mistake.
9. Keep businesses and commercial downtown east of the blue star. Keep commercial businesses out of residential areas, especially on center street west of the blue star. Improve road safety (roundabouts). Keep our nature areas in tact (they are our greatest asset)
10. Economic vitality in the Douglas downtown area is important to our community.
11. An access to the West Shore property from Center Street is necessary for safety and traffic flow as the current proposal flows traffic down Lakeshore Drive, Campbell Road, and Ferry Street.
12. Where there are cross walks on Blue Star, there need to be lighted signs that activate when pedestrians are present, ala Hope College access on 9th St. Right now, drivers don't tend to stop for pedestrians
13. more parks, recreational activities for families especially activities in the winter months, why not an ice-skating rink?
14. need a walkway along Ferry from Center Street to Campbell, best all the way to Baldy but that's a Saugatuck issue. Plus need to cull at least 100 deer. They are over populated and will only get worse with more development
15. Smaller density housing with minimum square footage to be around 550 sq feet per the Douglas study done less than 10 years ago.
16. Traffic control is my main issue. Main Street speeding and large commercial traffic on Main between Blue Star and Center is out of control. Heavy commercial traffic and poor shoulders on Water Street have led to serious road deterioration. Keep commercial traffic on Blue Star and Wiley!!! Add traffic calming to Main St.
17. Reduce Deer population
18. Thank you for asking these questions and for your service!
19. Continue exploring the restoration of Lakeshore Drive south of Center St
20. affordable housing options for year-round residents within walking distance to the current downtown area.
21. Keep the small city charm
22. The city government is the problem. It is archaic and need to be current and fluid. You are protecting ideas that are 20 years old with no vision on the future. This is a vacation community not an urban center, Pick a lane and go all I. Douglas seems to be a bunch of chicken shits who have a history of looser. Take a bold stand b
23. Please consider adding a community gym, pool, rec center.
24. add planning staff

25. Douglas is such a treasure to our family. We have been here since the late 1800s and we don't want to see it change. It is a gem!
26. The current developments being planned don't appear to address the need for affordable housing that doesn't require renting to pay for real estate taxes. Also, the higher end homes tend to inspire higher end pricing on goods and services, making year-round living here too costly. Without careful planning, this beautiful place could become, "Rental City of the Village of Douglas."
27. Traffic and parking near Douglas Public Beach are dangerously congested.
28. City maintenance by the DPW. Douglas marina is a prime example...sad shape
29. Thanks for the survey. Great job on the center St path. Thanks for correcting the hill. Trail along Blue Star also good but still tricky getting into Saugatuck. A path along Wiley road would be nice. It's narrow and traffic is pretty quick. Especially east of Blue Star.
30. Please don't put a roundabout at the intersection of Blue Star and Center Streets! The light works well!
31. COMMUNITY CENTER w/ Gym and INDOOR POOL. Safe walkways on LSD if possible?
32. If there is further BDR development on the old golf course property, the entrance/access should be through Center Street.
33. Stop Development.
34. Douglas to remain a high-end economic community and not get involved in affordable housing.
35. The less new housing the better. The Lakeshore should be left alone!
36. Ferry street is dangerous and needs to be wider for the walkers and bikers
37. A stop and go light should be added at Wiley and Blue Star.
38. Don't understand where the above suggestions come from, a sidewalk on Ferry St. from center to the ferry is imperative. Too many near accidents occur on this street.
39. Strengthen the willingness of the Planning Commission and the City Council to hold developers accountable for complying with zoning and regulations. Preserve open space like the old West Shore golf course.
 - a) Fix terrible and unsafe traffic situation from on Water Street from Wiley to Blue Star. Too many trucks and too few controls. Perhaps make the intersection of Water at Wiley closed / a cul-de-sac. b) Limit housing development to R3 / mixed use / mixed affordable housing, not entire developments, especially along Tannery Creek.
40. Roundabout or stoplight at the Wiley and Blue Star intersection, please!
41. I assume that ranking is 1=high and 6 =low...I support round-abouts but fear that the Center Street BSH intersection is too small to handle boats that would be dragged

through there. If the engineering report shows that it is possible and would not cause the destruction of the gas station or part of Lake Vista, I'd support it. re: Parking-I don't see it as a huge problem. You could encourage employees working downtown to park further toward the edge of downtown. Interurban is perfect!

42. Not very concerned about any of question 27. I would like Blue Star from Center St to the Bridge be RETURNED TO 3 LANE!!!! (for multiple reasons)"
43. The city should not cave to developers wanting to ruin the nature of Douglas
44. With our aging population, we need to retain those that want to remain here by providing housing for different care needs and vibrant senior community opportunities, as well as providing housing for young people to live here. This town is also not a cookie cutter town because of the tourism. Past "experts" hired approached us with a one-size fits all "solution" that didn't take into account the unique situation. Please don't waste more tax dollars on hiring more firms with recommendations that go nowhere and then hiring another firm a few years later with the same result.
45. Available Waterfront properties should be acquired and owned by the city for public and tourist usage.
46. provide traffic light or round-about at Blue Star and Wiley intersection. City/county should earmark funds for expanded road shoulders and street sweeping to improve road safety for cyclists and pedestrians. Provide wider shoulder or pathway on Ferry street to Mt Baldhead Park for pedestrians and cyclists.
47. Consider a modest millage for acquisition, maintenance and improvement of parks and rec facilities
48. Just hoping there is a way the city can have new developments with actual affordable housing and set approval standards/restrictions to only allow this and not seasonal rentals. Would like to have my younger siblings live here, and not more of the rotations of tourists. The people who respect and cherish this area the most can't afford to live there. I know many who commute to the area for work, and it's sad that they can't be a whole part of this picture.
49. The bike path is a disaster and dangerous, get rid of it, it has caused so many traffic headaches, just fix the sidewalk that was there, it looks like crap
50. In making these decisions, please prioritize preservation of the small village charm of Douglas. ❤️
51. The R5 situation along Wiley Road, east of Blue Star needs to be dealt with. The City needs to work on infrastructure before it looks into the items in #27.
52. None
53. very thorough survey. Well done.
54. City services for residents should continue (i.e. leaf & brush pickup). Community events for gathering residents together.

55. I do not necessarily agree with the above options and would like to know more about their intent and meaning.
56. rental owners do what they want expose all inspections increase fines limit rental owners to one unit on a lottery
57. For item 27, I don't consider any of the options presented as very important or beneficial. Current parking is adequate to current businesses which in turn are at a max reasonable level. More parking = Saugatuck. No.
58. I suggest you hold back on roundabouts until we see the success or otherwise of the new one being planned for Old Allegan and Blue Star. Please continue to maintain the veteran's boardwalk which was recently fixed up after a long time being inaccessible, but now has broken boards again. Douglas has limited waterfront views and this is one of the best places to get close to the river. If adding sidewalks please be sensitive to existing trees which give our city its character.
59. restrict/manage pesticide/herbicide use and 2 stroke engines blowing the fertilizers into the waterways and air
60. Businesses need to be open during high season. Visitors come, nothing is open, so they travel to Sgt, Holland or So Ha.
61. future focus; working from home, shared workspace - both need fast internet. Less dependency on seasonal tourism. We pay the property tax so we should be the focus!
62. Put a roundabout or stop light at corner of Wiley and Blue Star.
63. Have been a resident for over 60 yrs. and feel Douglas is losing the small-town feel-the reason so many people find it attractive.
64. This is a little city that used to be Friendly. We need to get that back.
65. Zoning regulations foil creativity that could develop missing middle housing. The regulations seem more intent on being handcuffs than reaching our social goals of housing availability for our own city employees.
66. Add turn lanes at Center and Ferry it's a mess with all the Oval beach traffic and root beer barrel.
67. The survey appears to be biasing towards their desired answers.
68. A roundabout would be much better at Wiley and Blue Star.
69. (a)Infrastructure expansion to support the amount of new developments. (b) Imagine a way to become carbon neutral as a City. (c) Expand ways to connect people - artists spaces, meeting areas, gathering/experience spaces. (d) We love that Douglas isn't Saugatuck...it's quiet and quaint. Thoughtful ways to expand if needed should keep in mind those who have lived here the longest, not those who want to come.
70. Thank you for asking for our input and for all the work that goes into creating a plan that will move Douglas through the years ahead. "
71. Developers should fund public roads for emergency access to new developments

72. Shared streets! Bike path along St Peters, and West Shore Ct. Bike path from Artisan Ct to Campbell St. These should be top priorities!
73. Hold on to the current City Hall and use it for a Senior Center.
74. The short-term rental question got cut off on the previous page. Short term rentals drive so much economic activity, it should be regulated, yet NOT restricted. Annual inspections are fine for those that follow the rules. Make it easy for people to want to own rental homes AND keep them updated/desirable. ALL benefit from the mass tourist dollars.
75. The City of Douglas has made it extremely difficult for any applicant to move through a process of approval. There is an obvious leadership void, and an absence of competency at the City staff level. Who is in charge? Who makes decisions, and who has the competency to make those decisions?
76. The city is a great partner to the community recreation programs. Please collaborate with adjacent communities on securing additional park, conservation property, and beach access. My opinion is affordable housing is best provided near the interstate or further inland, and land within Douglas is best for large single-family homes in a community feel and preserving open space to protect small town character. Thank you! Great survey!
77. If Douglas believes they need more low-income housing, why doesn't Douglas work with surrounding communities for this. Why not engage Glenn, Fennville, Saugatuck Twp, Lakeshore, and others to help in this area? Don't think Douglas (as small as it is) needs to fill up all its land with development. But rather, utilize the other communities who have more land and space to build "complexes" of low-income housing, i.e.: smaller homes and/or condos, or even apartments. Why do we need to fill up every square inch of Douglas to meet these needs? And, stop allowing "service-oriented" businesses, like salons, realtors, kitchen designers, in the downtown. Downtown Douglas should be filled with small shops, cafes, and such for the walkability and shop ability.
78. I appreciate the opportunity to provide feedback. The current development & approved future development has created major concerns for me in terms of impact on our total infrastructure. Two large developments planned around Ferry & St Peters will really impact travel along Ferry/Park where it is already very dangerous to walk, run or bike. This area is also fraught with water main issues - can the existing water/sewer infrastructure support all those proposed units being added to a delicate, old system?
79. Remove the bike path on Bluestar from bridge to center street. Bikers seem to still use the roadway and there is NO room to move around these people. Let alone when a emergency vehicle comes
80. Land planning for animal habitat.
81. No more cannabis businesses.

82. i believe focusing on attracting families and therefore full-time residents is key for success for the city.
83. Parking and housing are the primary needs. Attractive & green parking garages are possible and should be allowed. there could be vertical community gardens on them, which could help fund the garage maintenance. Affordable multi-unit housing in walkable areas would be the most efficient use of space, both for staffing needs of local businesses and for traffic/parking issues.
84. Fix the bike path so you can get from Center Street to the Bee-Line path without risking your life on Bluestar
85. We needed better/more consistent zoning. Better code enforcement. Surcharge on rental units for tax purposes as these residences are being used as businesses. They add stress to services like disposal pickups.
86. Stop attacking the short-term rentals. They bring in the tourists, which is what this community survives on. It's a cash cow for you thanks to the sky-high property taxes. If you eliminate the residential rentals, your tax base will plummet. Don't cater to a few noisy, grumpy residents.
87. When coming from Saugatuck over the bridge it is a real mess and dangerous. Whoever made the decision to revamp the road the way it is made a real mistake.
88. A roundabout or light at Wiley/Blue star highway

Summary of Open-Ended Responses. The following topics represent the top five recurrent themes among the open-ended responses from this question:

1. **Community Pool and Rec Center:**

Several residents express the need for a community pool and recreation center, emphasizing its importance for gatherings, exercise, and various activities.

2. **Downtown Development and Waterfront Focus:**

Residents discuss the need to focus on downtown development, especially along the waterfront. There are suggestions to create a marina or enhance the downtown area to capitalize on its proximity to the water.

3. **Infrastructure and Traffic Concerns:**

There are concerns and suggestions related to infrastructure, traffic management, and road connections. Residents discuss the confusion and danger related to the road and bike path near the entrance to the red dock, express opinions on roundabouts, and propose changes to intersections.

4. **Business Planning and Urban Design:**

The planning and arrangement of businesses in the Blue Star Highway area are discussed. Suggestions include planning businesses in a more "urban" and walkable manner with mixed-use developments, as opposed to a suburban model with large parking lots.

5. **Affordable Housing and Development Impact:**

Residents express concerns about the pace of development and its impact on open spaces. There are mentions of the need for affordable housing options, but some residents also express caution about overdevelopment and its potential negative effects on the community's character.

DRAFT

Planning Implications and Trends

The following section contains a summary of trends and findings that emerged from the community survey results.

About the Respondents

- Approximately 80.8% of the surveyed individuals reside within the City of the Village of Douglas. Of this population, nearly 55% identified themselves as full-time residents, while an additional 32% indicated that they are seasonal residents.
- The majority (81%) of respondents stated that they live in a single-family home, with 8% residing in a multi-family unit. Notably, almost 98% of participants reported being homeowners in Douglas.
- More than half of the respondents claimed to have lived in the City for over 10 years, while a quarter of them reported residing in Douglas for more than 25 years.
- Approximately 15% of seasonal residents expressed a desire to make Douglas their permanent residence in the future, while 16% indicated they have no such plans. Another 17% remained uncertain about the possibility of relocating to Douglas in the future.
- Approximately 50% of the surveyed individuals stated that they are 65 years of age or older, with an additional 40% falling into the 45-to-64-year age group. Beyond age demographics, nearly 40% of participants disclosed being retired, while 25% reported working from home. Only 9% reported working in the City of Douglas.

Shopping Patterns

- Groceries and/or household goods
 - Holland/Zeeland was reported to be at the top with 93% of people preferring their stores for groceries and household items. Online shopping was the second most popular way of shopping for groceries and other items.
- Entertainment
 - Saugatuck and Grand Rapids show active engagement in terms of entertainment at approximately 75% each while the City of Douglas stands at 50% engagement.
- Parks and Recreation
 - Douglas stands out with 73% of the respondents utilizing the parks and recreation related services followed by Saugatuck area.
- Dining
 - Douglas takes the lead in dining-related shopping at 92% closely followed by Saugatuck at 91%. Holland/Zeeland area, with 50% also shows a decent engagement in this category.

Community Perception

- The following were the top three reasons why participants chose to live in Douglas:
 1. Lake Michigan and other waterfront areas
 2. The small-town feel

3. Douglas is welcoming of all residents and visitors and celebrates diversity and inclusivity.
- Nearly 40% survey participants believe that the City is growing too quickly while another 40% believe that the City is growing about right. Approximately 62% of the participants think that the city's efforts to provide guidance on growth and development are either good or fair while 20% believed the efforts to be poor.

Community Concerns

- The following were the top three issues that the participants felt the most concerned about:
 1. Potential for open space and/or natural areas to be lost due to development.
 2. Degradation and erosion of dune areas leading to lost of personal property and public property (roads, parking areas, walkways, etc.)
 3. Quality of surface waters (lakes, streams, rivers, ponds, etc.)
- The following were the top three concerns that participants felt should be a high priority for Douglas:
 1. Preserving open spaces and natural areas (wetlands, wooded areas, steep slopes, etc.)
 2. Preserving the small-town charm of Douglas
 3. Improving parks and recreation facilities
- The participants agreed the most with the following statements:
 1. I would support increased controls on development to protect water quality in lakes, rivers, and streams.
 2. The Lake Michigan shoreline should have more restriction on development and should be preserved and protected.
 3. Housing developments with smaller lots should be clustered together to preserve open space and habitat for wildlife.

Moreover, participants largely disagreed with attracting large-scale commercial businesses to the City while they felt uncertain regarding downtown expansion to Ferry Street.

- The participants chose the following as their top three choices to better regulate short-term rentals:
 1. Assign harsh penalties to owners of unregistered short-term rentals.
 2. Set a maximum number of short-term rentals registrations that can be issued annually and conduct a lottery among registration applicants.
 3. Only allow short-term rentals in certain zoning districts as a special land use that require specific conditions to be met.

Participants felt strongly about the enforcement of rules and noise regulations regarding short-term rentals.

Community Desires

- The following were the top five housing choices that the participants would like to see in Douglas

1. Medium sized lot single-family homes
 2. Small lot single-family homes
 3. Mixed-use (residential above commercial in the same building)
 4. Retirement community/senior living facilities
 5. Multi-family housing (i.e. apartments/condominiums, 3+ units per building)
- The following were the top three types of businesses that participants would like to see more of in Douglas:
 1. Sit-down restaurants
 2. Small-scale retail stores
 3. Small-scale take-out restaurants/cafes

Other responses included personal services (gyms/salons/etc.), bars/taverns, medical offices, community recreation center, fresh food/grocery store, etc.
 - Participants chose Douglas Harbor to Westshore Drive to Ferry Street as a priority for pedestrian pathways, followed by the area between Westshore Woods and Campbell Roads.
 - Survey respondents ranked the following as their top three most important needs for mobility and transportation in the City:
 1. The city must plan for future road connections to increase emergency access for new and existing residential developments.
 2. The city should improve the intersection at Ferry Street and Blue Star Highway.
 3. The City should provide additional parking in the downtown area.

Overall, the survey data reflects a range of community concerns and suggestions related to various aspects of the City of Douglas. Several recurring themes emerge from the responses. The importance of preserving the small-town charm and character of Douglas is evident, with residents expressing concerns about overdevelopment, particularly in open spaces and along the waterfront. Traffic and safety concerns are prevalent, with suggestions for improvements such as roundabouts and traffic lights at key intersections. Affordable housing and the need for a balance between seasonal tourism and year-round living are also recurring themes. Additionally, there is a desire for enhanced recreational facilities, including a community pool, recreation center, and better-designed bike paths. Overall, residents are actively engaged in providing input on the city's future, emphasizing the importance of thoughtful planning that aligns with community values and needs.