



**THE CITY OF THE VILLAGE OF DOUGLAS
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, JUNE 05, 2023 AT 7:00 PM
86 W CENTER ST., DOUGLAS MI**

AGENDA

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

Join online by visiting: <https://us02web.zoom.us/j/81639960171>

Join by phone by dialing: +1 (312) 626-6799 | Then enter "Meeting ID": 816 3996 0171

1. **CALL TO ORDER - Mayor**
2. **ROLL CALL - By Clerk**
3. **PLEDGE OF ALLEGIANCE - Led by Mayor**
4. **CONSENT CALENDAR**
 - A. Approval of the June 5, 2023 Council Meeting Agenda
 - B. Approval of the May 15, 2023 Closed Session Minutes
 - C. Approval of the May 15, 2023 Council Meeting Minutes
 - D. Approval of Invoices in the amount of \$120,982.85

Motion to approve the June 5, 2023 Consent Agenda. - roll call vote

5. **PUBLIC COMMUNICATION - VERBAL (LIMIT OF 3 MINUTES)**
6. **PUBLIC COMMUNICATION - WRITTEN**
 - A. Letter from City Clerk Aalderink
7. **UNFINISHED BUSINESS**
8. **NEW BUSINESS**

A. Public Hearing -Ordinance 03-2023 -

Motion to open the Public Hearing for Ordinance 03-2023: Request by Saugatuck Public Schools to rezone parcel # 59-350-017-20 from C-2, General Commercial to C-1, Village Center and R-5, Multiple Family Residential - roll call vote

1. City Manager Comments
2. Public Comments
3. Council Comments

Motion to close the Public Hearing for Ordinance 03-2023: Request by Saugatuck Public Schools to rezone parcel # 59-350-017-20 from C-2, General Commercial to C-1, Village Center and R-5, Multiple Family Residential - roll call vote

Motion to adopt Ordinance 03-2023: Request by Saugatuck Public Schools to rezone parcel # 59-350-017-20 from C-2, General Commercial to C-1, Village Center and R-5, Multiple Family Residential - roll call vote

B. Resolution 14-2023 Amending the Schedule of Fees

Motion to adopt Resolution 14-2023 amending the schedule of fees to increase slip lease fee to \$2,000 and establish a transient fee of \$25 per night. - roll call vote

C. Resolution 15-2023 PA 152 Heath Insurance Contribution

Motion to adopt Resolution 15-2023 PA 152 Employee Health Insurance Contribution. - roll call vote

D. Resolution 16-2023 Adopt Employee Insurance Plan for Fiscal Year 2023-2024

Motion to adopt Resolution 16-2023 Employee insurance plan for fiscal year 2023-2024. - roll call vote

E. Resolution 17-2023 Public Hearing for Budget Adoption

Motion to open the Public Hearing for Resolution 17-2023.-roll call vote

1. Treasurer report
2. Public Comments
3. Council Comments

Motion to close the Public Hearing for Resolution 17-2023.-roll call vote

Motion to adopt Resolution 17-2023 approving the 2023-24 budget. - roll call vote

F. Resolution 18-2023, Request for 4th of July Firework Donation.

Motion to adopt Resolution 18-2023 Request for 4th of July Firework Donation. - roll call vote

G. Resolution 19-2023 Intergovernmental Agreement of North Section of Blue Star Trail

Motion to adopt Resolution 19-2023 Intergovernmental Agreement of North Section of Blue Star Trail to retain engineering services for Phase 2, the north section of the Blue Star Trail. - 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

B. Managers Report

10. PUBLIC COMMUNICATION – VERBAL (LIMIT OF 3 MINUTES)

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 Pamela Aalderink, City Clerk, at (269) 857-1438, or clerk@douglasmi.gov to allow the City to make reasonable accommodations for those persons. CITY OF THE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN



**THE CITY OF THE VILLAGE OF DOUGLAS
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, MAY 15, 2023 AT 7:00 PM
86 W CENTER ST., DOUGLAS MI**

MINUTES

1. CALL TO ORDER - By Mayor

2. ROLL CALL - By Clerk

PRESENT

Mayor Pro-Tem Cathy North

Mayor Jerome Donovan

Councilmember Neal Seabert

Councilmember Robert Naumann

Councilmember John OMalley

Councilmember Randy Walker

Councilmember Gregory Freeman

Also Present – City Manager LaBombard

3. PLEDGE OF ALLEGIANCE - Led by Mayor

4. CONSENT CALENDAR

- A. Approval of the May 15, 2023 Council Meeting Agenda
- B. Approval of the May 1, 2023 Council Workshop Meeting Minutes
- C. Approval of the May 1, 2023 Council Closed Session Minutes
- D. Approval of the May 1, 2023 Council Meeting Minutes
- E. Approval of Invoices in the amount of \$57,529.67
- F. Appointments -
 - 1. Appoint Maggie Bandstra to DDA
 - 2. Reappoint Schumacher to Zoning Board of Appeals
 - 3. Reappoint Pullen to Zoning Board of Appeals

Motion by Seabert, with support from Naumann, to approve the Consent Calendar of May 15, 2023 – Motion carried by unanimous roll call vote.

5. PUBLIC COMMUNICATION - VERBAL (LIMIT OF 3 MINUTES) – Tracey Shafroth, thanked Councilmembers for the Water Street workshop follow up discussion at the May 1st meeting, and apologized for not attending.

6. PUBLIC COMMUNICATION – WRITTEN -

A. Letter from Residents - Main Street Traffic Concerns

7. UNFINISHED BUSINESS – No business to address.

8. NEW BUSINESS -

A. Ordinance 03-2023 - Saugatuck Schools Bus Lot Ordinance To Amend - 1st Reading (No Council Action Required) – The Planning Commission forwarded a favorable recommendation to the City Council for the approval of the rezoning request for the bus lot property in accordance with the survey provided by the applicant. Tricia Anderson, Interim Planning & Zoning Administrator, gave a brief outline of the information provided in the agenda packet.

B. Resolution No.12-2023 - To Change the Name of Point Pleasant to Douglas Marina - With the acquisition of Point Pleasant Marina, located at 201 N. Washington Street by The City of the Village of Douglas, and its conversion to public property, the name Point Pleasant was not synonymous with the City of Douglas as a public property for residents. Council has discussed the merits for renaming Point Pleasant Marina, with the interest to provide recognition and connection with the Marina and the Douglas brand, by changing the Name to Douglas Marina.

Motion by Seabert, with support from North, to adopt Resolution No. 12-2023, a resolution to rename Point Pleasant Marina located at 201 N. Washington Street to Douglas Marina. – Motion carried by unanimous roll call vote.

C. Resolution No. 13-2023 - To Adopt The Saugatuck Township Fire District Budget for FY 23-24 - Included in the packet is a copy of the Fiscal Year 23-24 Proposed Budget. Each of the three (the City of Saugatuck, Saugatuck Township, and the City of the Village of Douglas) participating governmental units in the Fire District are required to approve the operating budget annually. The Fire Board held a public hearing at Saugatuck Township Fire District, 3342 Blue Star Highway, Saugatuck, MI 49453 on May 15, 2023 at 5:00 pm. No attorney review is required. There is no financial obligation required by the City of Douglas within the Fire District budget.

Motion by Seabert, With support from Freeman, to adopt Resolution 13-2023, a resolution to approve the Saugatuck Township Fire District annual budget for Fiscal Year 23-24. – Motion carried by unanimous roll call vote.

9. REPORTS

A. Commission/Committee/Boards

1. Planning Commission – Met on May 11, 2023
2. Kalamazoo Lake Sewer Water – Link on website for the Minutes
3. Downtown Development Authority – Meets at end of May
4. Kalamazoo Lake Harbor Authority – No meeting
5. Douglas Harbor Authority – Meets this week
6. Douglas Brownfield Authority – No meeting
7. Fire Board – Met prior to Council meeting, budget discussion led to Res. 13-2023
8. Community Recreation – No meeting

B. Staff Written Reports

1. City Manager – City Manager LaBombard gave a brief update on the upcoming road construction projects involving the ramp closers and anticipated issues. He also mentioned there will be a City logo branding article featured in the upcoming issue of the Commercial Record.

10. PUBLIC COMMUNICATION – VERBAL (LIMIT OF 3 MINUTES) – Main Street neighbor Jeffrey spoke about speed of traffic concerns at Chestnut and Main Street. Rosanne Ingersoll thanked the City for the new traffic signage and enforcement that is helping to slow down.

11. COUNCIL COMMENTS – Naumann mentioned that an item in the budget is speed signs. Seabert thanked DPW and staff for a good job and stated that traffic signs are still in discussion. Walker mentioned that Pride is coming up in June and volunteers are still needed.

12. MAYOR’S REPORT/COMMENTS – None

13. CLOSED SESSION -

Motion by Walker, with support from Seabert, to enter into Closed Session per Act 267 of 1976, Sec. 15.268, sub-section 8 (d) to consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained. – Motion carried by unanimous roll call vote.

Zoom audience was placed into a waiting room.

Motion by North, with support from Seabert, to exit from Closed Session and return to the regular meeting of City Council.

14. WORKSHOP - BUDGET WORKSHOP - FULL BUDGET REVIEW -

A. Budget Workshop – Treasurer Matt Smith presented the review of the full budget to Council with inclusion of each Councilmembers rankings on items. Employee wages and employee health coverage were the first items of discussion. The fiscal year 2023-2024 budget includes 18 full-time employees, 1 part-time assessor, a pool of parttime police officers and 2 seasonal public works employees. The budget this year includes a request for an additional police officer to improve coverage for the City, while decreasing overtime costs and reliance on the part-time police officer pool. He discussed that inflation numbers (CPI) were monitored closely, and as a result of this, the proposed budget includes a 4.4 percent cost of living increase for non-union employees and, 3 percent negotiated increase for union employees based on the union contract. Employee contribution to health coverage was favored by Councilmembers at a cost of \$25 per pay period. Discussion then led into revenue appropriation and expenditure breakdown for each fund, and priority items that needed to be included but did not make Council rankings, such as document scanning, bluff planting, a solar board, and hand tools.

15. ADJOURNMENT

Motion by Naumann, with support from Walker, to adjourn the meeting.

Submitted by Laura Kasper, Deputy Clerk

Adopted:

Signature: _____ Date: _____

Jerome Donovan, City Mayor

Signature: _____ Date: _____

Pamela Aalderink, City Clerk

Certification of Minutes

I hereby certify that the attached is a true and correct copy of the minutes of a regular meeting of the City Council of the City of the Village of Douglas held on April 17, 2023. I further certify that the meeting was duly called and that a quorum was present.

Signed: _____ Date: _____

Pamela Aalderink, City Clerk

06/01/2023

INVOICE REGISTER REPORT FOR CITY OF THE VILLAGE OF DOUGLAS
 EXP CHECK RUN DATES 06/05/2023 - 06/05/2023
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

| Inv Num Inv Ref# | Vendor Description GL Distribution | Inv Date Entered By | Due Date | Inv Amt |
|---------------------|--|------------------------|------------|------------------|
| 5-18-23 | | | | |
| 45916 | PAMELA AALDERINK MILEAGE 101-215.000-861.000 | 05/18/2023 | 06/05/2023 | 47.55 47.55 |
| 88805462 | | | | |
| 45869 | ABSOPURE WATER COMPANY POLICE WATER 101-301.000-740.000 | 04/30/2023 | 06/05/2023 | 16.60 16.60 |
| 88840912 | | | | |
| 45870 | ABSOPURE WATER COMPANY CITY HALL WATER 101-265.000-740.000 | 05/11/2023 | 06/05/2023 | 8.90 8.90 |
| 8805465 | | | | |
| 45871 | ABSOPURE WATER COMPANY CITY HALL WATER 101-265.000-740.000 | 04/13/2023 | 06/05/2023 | 15.90 15.90 |
| 88840926 | | | | |
| 45885 | ABSOPURE WATER COMPANY DPW WATER 101-463.000-740.000 | 05/11/2023 | 06/05/2023 | 43.50 43.50 |
| 6-1-23 | | | | |
| 45992 | ALLEGAN CO TREASURER MOBILE HOME TAX 101-000.000-230.000 | 06/01/2023 | 06/05/2023 | 230.00 230.00 |
| 2330 | | | | |
| 45979 | BILLS TREE SERVICE REMOVE BRANCH 101-463.000-802.010 | 05/31/2023 | 06/05/2023 | 800.00 800.00 |
| 5-30-23 | | | | |
| 45948 | BILLY BROWN UNIFORM REIMBURSE 101-463.000-750.000 | 05/30/2023 | 06/05/2023 | 28.59 28.59 |
| 6-1-23 | | | | |
| 45983 | JOE BLAIR MILEAGE 101-701.000-861.000 | 06/05/2023 | 06/05/2023 | 7.45 7.45 |
| 5-31-23 | | | | |
| 45973 | CODY CARPENTER CDL RENEWAL 101-463.000-908.000 | 05/31/2023 | 06/05/2023 | 61.02 61.02 |
| 5-15-23 | | | | |
| 45897 | COMCAST POLICE OFFICE 101-301.000-851.000 | 05/15/2023 | 06/05/2023 | 398.63 398.63 |

| | | | | | |
|--------------|---|--|------------|------------|--|
| 5-13-23 | | | | | |
| 45898 | COMCAST CITY HALL 101-265.000-851.000 | TELEPHONE | 05/13/2023 | 06/05/2023 | 398.68 398.68 |
| 4259 | | | | | |
| 45908 | COMMERCIAL RECORD PUBLIC NOTICES 101-101.000-900.000 101-215.000-900.000 101-463.000-900.000 101-701.000-900.000 | PRINTING & PUBLISHING PRINTING & PUBLISHING PRINTING & PUBLISHING PRINTING & PUBLISHING | 04/27/2023 | 06/05/2023 | 672.00 196.00 196.00 112.00 168.00 |
| 206880817003 | | | | | |
| 45909 | CONSUMERS ENERGY 198 WASHINGTON - BRIDGE LIGHTING 101-463.000-922.000 | UTILITIES | 05/09/2023 | 06/05/2023 | 108.84 108.84 |
| 206880817002 | | | | | |
| 45910 | CONSUMERS ENERGY 86 CENTER ROW 101-463.000-922.000 | UTILITIES | 05/09/2023 | 06/05/2023 | 96.28 96.28 |
| 206880817005 | | | | | |
| 45911 | CONSUMERS ENERGY 50 LAKE SHORE DOUGLAS BEACH 101-751.000-922.000 | UTILITIES | 05/09/2023 | 06/05/2023 | 44.99 44.99 |
| 204656542419 | | | | | |
| 45912 | CONSUMERS ENERGY 26 BAYOU DR 101-751.000-922.000 | UTILITIES | 05/09/2023 | 06/05/2023 | 35.34 35.34 |
| 206880817001 | | | | | |
| 45913 | CONSUMERS ENERGY 251 CENTER ST SIGN WEST ENTRANCE 101-463.000-922.000 | UTILITIES | 05/09/2023 | 06/05/2023 | 33.13 33.13 |
| 206880817004 | | | | | |
| 45914 | CONSUMERS ENERGY 11 BLUESTAR HWY SIGN NORTH ENTERANCE 101-463.000-922.000 | UTILITIES | 05/09/2023 | 06/05/2023 | 30.44 30.44 |
| 206702976477 | | | | | |
| 45935 | CONSUMERS ENERGY 250 WILEY SCHULTZ PARK RAMP 213-753.000-922.000 | UTILITIES | 05/21/2023 | 06/05/2023 | 49.75 49.75 |
| 202253831827 | | | | | |
| 45936 | CONSUMERS ENERGY PRIDE GARDEN 101-751.000-922.000 | UTILITIES | 05/21/2023 | 06/05/2023 | 36.51 36.51 |
| 203054726843 | | | | | |
| 45974 | CONSUMERS ENERGY 177 WASHINGTON - POINT PLEASANT 594-597.000-922.000 | UTILITIES | 05/24/2023 | 06/05/2023 | 47.64 47.64 |
| 601013296076 | | | | | |
| 45990 | CONSUMERS ENERGY 201 WASHINGTON - POINT PLEASANT DOCKS 594-597.000-922.000 | UTILITIES | 05/23/2023 | 06/06/2023 | 36.20 36.20 |
| 6-1-23 | | | | | |

| | | | | | | |
|-----------------|---|---|----------------------------------|------------|----------------------|------------------------------------|
| 45993 | DAREN SHERBONDY REFUND PRO-RATED SLIP FEE 594-000.000-654.000 | SEASONAL SLIP FEES | 05/01/2023 | 06/05/2023 | 1,406.40 1,406.40 | |
| 6-1-23 | 45994 | DOUGLAS DUTCHERS BASEBALL CLUB DDA APPROVED COMMUNITY PROMOTION APPLICATION 248-728.000-880.000 | COMMUNITY PROMOTION | 05/23/2023 | 06/05/2023 | 250.00 250.00 |
| \$105076154.002 | 45981 | ETNA SUPPLY CO. SCHULTZ DR CULVERT REPLACEMENT 213-753.000-930.000 | REPAIRS & MAINTENANCE: GENERAL | 05/08/2023 | 06/05/2023 | 3,054.36 3,054.36 |
| 510 | 45949 | FLAGS UNLIMITED LTD NEW FLAGS FOR BLUE STAR HWY BRIDGE 202-463.000-740.000 | SUPPLIES | 05/15/2023 | 06/05/2023 | 615.00 615.00 |
| 004 | 45975 | BRENT HARRIS SCULPTURE CLEANING 101-802.000-958.000 | MISCELLANEOUS | 05/31/2023 | 06/05/2023 | 225.00 225.00 |
| 4809 | 45931 | HIGHWAY MAINTENANCE & CONSTRUCTION CHIP AND FOGSEAL 203-463.000-979.000 202-463.000-979.000 | CAPITAL OUTLAY CAPITAL OUTLAY | 05/23/2023 | 06/05/2023 | 18,782.43 15,252.63 3,529.80 |
| 279376 | 45958 | IHLE AUTO PARTS BLUE DEF 2.5 GAL 660-903.000-930.004 | VEHICLE MAINTENANCE & REPAIRS | 05/16/2023 | 06/05/2023 | 26.98 26.98 |
| 279430 | 45959 | IHLE AUTO PARTS FIX TRACTOR WATER TANK 660-903.000-930.004 | VEHICLE MAINTENANCE & REPAIRS | 05/17/2023 | 06/05/2023 | 10.47 10.47 |
| 279917 | 45977 | IHLE AUTO PARTS CLEAN DRINKING FOUNTAIN BEERY 101-751.000-740.000 | SUPPLIES | 05/30/2023 | 06/05/2023 | 69.12 69.12 |
| 8774 | 45932 | JACK'S GREENHOUSE SPRING FLOWERS 101-802.000-958.000 | MISCELLANEOUS | 05/23/2023 | 06/05/2023 | 1,045.50 1,045.50 |
| 486WATERAPR23 | 45886 | KALAMAZOO LAKE SEWER & WATER 486 WATER NEW BARN 101-265.000-922.000 | UTILITIES | 05/15/2023 | 06/05/2023 | 52.58 52.58 |
| 37WASHAPR23 | 45887 | KALAMAZOO LAKE SEWER & WATER 37 WASHINGTON BATHROOMS 101-751.000-922.000 | UTILITIES | 05/15/2023 | 06/05/2023 | 140.44 140.44 |
| 201WASHAPR23 | 45888 | KALAMAZOO LAKE SEWER & WATER 201 WASHINGTON 594-597.000-922.000 | UTILITIES | 05/15/2023 | 06/05/2023 | 54.47 54.47 |

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|-----------------|---|------------|------------|--|----------|
| 3100SCHLTZAPR23 | | | | | |
| 45889 | KALAMAZOO LAKE SEWER & WATER | 05/15/2023 | 06/05/2023 | | 27.22 |
| | 3100 SCHULTZ PARK DR | | | | |
| | 101-751.000-922.000 UTILITIES | | | | 27.22 |
| ----- | | | | | |
| 25MAINAPR23 | | | | | |
| 45890 | KALAMAZOO LAKE SEWER & WATER | 05/15/2023 | 06/05/2023 | | 7.68 |
| | 25 MAIN DRINKING FOUNTAIN | | | | |
| | 101-751.000-922.000 UTILITIES | | | | 7.68 |
| ----- | | | | | |
| 25MAINIRRAPR23 | | | | | |
| 45891 | KALAMAZOO LAKE SEWER & WATER | 05/15/2023 | 06/05/2023 | | 36.50 |
| | 25 MAIN ST IRRIGATION | | | | |
| | 101-751.000-922.000 UTILITIES | | | | 36.50 |
| ----- | | | | | |
| 50LKSHRAPR23 | | | | | |
| 45892 | KALAMAZOO LAKE SEWER & WATER | 05/15/2023 | 06/05/2023 | | 297.34 |
| | 50 LAKESHORE DR BATHROOMS | | | | |
| | 101-751.000-922.000 UTILITIES | | | | 297.34 |
| ----- | | | | | |
| 86CENTAPR23 | | | | | |
| 45893 | KALAMAZOO LAKE SEWER & WATER | 05/15/2023 | 06/05/2023 | | 56.06 |
| | 86 W CENTER | | | | |
| | 101-265.000-922.000 UTILITIES | | | | 56.06 |
| ----- | | | | | |
| 47CENTAPR23 | | | | | |
| 45894 | KALAMAZOO LAKE SEWER & WATER | 05/15/2023 | 06/05/2023 | | 125.38 |
| | 47 CENTER | | | | |
| | 101-301.000-922.000 UTILITIES | | | | 125.38 |
| ----- | | | | | |
| 147CENTAPR23 | | | | | |
| 45895 | KALAMAZOO LAKE SEWER & WATER | 05/15/2023 | 06/05/2023 | | 7.30 |
| | 147 CENTER -PRIDE GARDEN | | | | |
| | 101-751.000-922.000 UTILITIES | | | | 7.30 |
| ----- | | | | | |
| 455CENTAPR23 | | | | | |
| 45896 | KALAMAZOO LAKE SEWER & WATER | 05/15/2023 | 06/05/2023 | | 36.70 |
| | ROOT BEER BARREL | | | | |
| | 101-751.000-922.000 UTILITIES | | | | 36.70 |
| ----- | | | | | |
| 5-15-23 | | | | | |
| 45901 | LAURA KASPER | 05/15/2023 | 06/05/2023 | | 31.44 |
| | TRAINING MILEAGE | | | | |
| | 101-215.000-861.000 MILEAGE REIMBURSEMENT | | | | 31.44 |
| ----- | | | | | |
| 226476 | | | | | |
| 45921 | KENT COMMUNICATIONS | 05/08/2023 | 06/05/2023 | | 635.38 |
| | SUMMER TAX BILL POSTAGE | | | | |
| | 101-215.000-901.000 POSTAGE | | | | 635.38 |
| ----- | | | | | |
| 223432 | | | | | |
| 45900 | KERKSTRA RESTROOM SERVICE | 05/15/2023 | 06/05/2023 | | 175.00 |
| | DOUGLAS BEACH | | | | |
| | 101-751.000-802.000 CONTRACTUAL | | | | 175.00 |
| ----- | | | | | |
| 5-21-23 | | | | | |
| 45933 | MARYJO LEMANSKI | 05/21/2023 | 06/05/2023 | | 200.00 |
| | PYRAMID INSTALL | | | | |
| | 101-802.000-958.000 MISCELLANEOUS | | | | 200.00 |
| ----- | | | | | |
| 5-22-23 | | | | | |
| 45930 | LEWIS BENDER | 05/22/2023 | 06/05/2023 | | 3,268.28 |
| | CITY COUNCIL AND STAFF TEAM WORKSHOPS | | | | |
| | 101-172.000-718.000 TRAINING FUNDS | | | | 1,634.14 |

| | | | | | |
|------------|---|--------------------------------|------------|------------|----------|
| | 101-101.000-718.000 | TRAINING FUNDS | | | 1,634.14 |
| 6971 | | | | | |
| 45952 | MENARDS-HOLLAND | | 05/04/2023 | 06/05/2023 | 199.96 |
| | EROSIN BLANKETS FOR NEW GRASS @ THE BEACH | | | | |
| | 101-751.000-930.000 | REPAIRS & MAINTENANCE: GENERAL | | | 199.96 |
| 07712 | | | | | |
| 45970 | MENARDS-HOLLAND | | 05/15/2023 | 06/06/2023 | 285.13 |
| | FLAG POLES, GLOVES, SAFETY ITEMS | | | | |
| | 101-751.000-740.000 | SUPPLIES | | | 56.95 |
| | 202-463.000-740.000 | SUPPLIES | | | 174.21 |
| | 101-265.000-930.000 | REPAIRS & MAINTENANCE: GENERAL | | | 19.99 |
| | 101-265.000-740.000 | SUPPLIES | | | 33.98 |
| 4590837527 | | | | | |
| 45937 | MICHIGAN GAS UTILITIES | | 05/21/2023 | 06/05/2023 | 32.75 |
| | 201 WASHINGTON ST POINT PLEASANT | | | | |
| | 594-597.000-922.000 | UTILITIES | | | 32.75 |
| 4589776466 | | | | | |
| 45938 | MICHIGAN GAS UTILITIES | | 05/21/2023 | 06/05/2023 | 109.99 |
| | 47 CENTER | | | | |
| | 101-301.000-922.000 | UTILITIES | | | 109.99 |
| 4591222472 | | | | | |
| 45939 | MICHIGAN GAS UTILITIES | | 05/21/2023 | 06/05/2023 | 81.96 |
| | 86 CENTER | | | | |
| | 101-265.000-922.000 | UTILITIES | | | 81.96 |
| 4593235339 | | | | | |
| 45947 | MICHIGAN GAS UTILITIES | | 05/21/2023 | 06/05/2023 | 120.69 |
| | 486 WATER | | | | |
| | 101-265.000-922.000 | UTILITIES | | | 120.69 |
| 3933 | | | | | |
| 45902 | MICHIGAN TWP. SERVICES ALLEGAN | | 05/08/2023 | 06/05/2023 | 3,666.60 |
| | PERMIT FEES APRIL | | | | |
| | 101-701.000-804.000 | CONTRACTUAL BUILDING INSPECTIO | | | 3,666.60 |
| 20230115 | | | | | |
| 45978 | MISS DIG SYSTEM, INC. | | 01/06/2023 | 06/05/2023 | 1,373.10 |
| | ANNUAL MISS DIG | | | | |
| | 101-265.000-802.000 | CONTRACTUAL | | | 1,373.10 |
| 9168206 | | | | | |
| 45920 | MML WORKERS' COMP FUND | | 03/20/2023 | 06/05/2023 | 3,940.00 |
| | WORKERS COMP INSTALLMENT 1 | | | | |
| | 101-101.000-722.000 | WORKERS COMPENSATION | | | 8.50 |
| | 101-172.000-722.000 | WORKERS COMPENSATION | | | 47.00 |
| | 101-215.000-722.000 | WORKERS COMPENSATION | | | 78.80 |
| | 101-257.000-722.000 | WORKERS COMPENSATION | | | 39.31 |
| | 101-265.000-722.000 | WORKERS COMPENSATION | | | 114.30 |
| | 101-301.000-722.000 | WORKERS COMPENSATION | | | 1,218.88 |
| | 101-463.000-722.000 | WORKERS COMPENSATION | | | 678.74 |
| | 101-701.000-722.000 | WORKERS COMPENSATION | | | 56.42 |
| | 101-751.000-722.000 | WORKERS COMPENSATION | | | 148.75 |
| | 202-463.000-722.000 | WORKERS COMPENSATION | | | 591.89 |
| | 202-464.000-722.000 | WORKERS COMPENSATION | | | 227.03 |
| | 203-463.000-722.000 | WORKERS COMPENSATION | | | 567.56 |
| | 203-464.000-722.000 | WORKERS COMPENSATION | | | 162.82 |

| | | | | | |
|--------------|--|--------------------------------|------------|--|-----------|
| 23346 | | | | | |
| 45883 | NEW DAWN LINEN SERVICE | 05/15/2023 | 06/05/2023 | | 42.78 |
| | COMMERCIAL CLEANING | | | | |
| | 101-265.000-802.000 | COMMERCIAL CLEANING | | | 15.01 |
| | 101-301.000-802.000 | COMMERCIAL CLEANING | | | 27.77 |
| 23937 | | | | | |
| 45956 | NEW DAWN LINEN SERVICE | 05/29/2023 | 06/05/2023 | | 42.78 |
| | COMMERCIAL CLEANING | | | | |
| | 101-265.000-802.000 | COMMERCIAL CLEANING | | | 15.01 |
| | 101-301.000-802.000 | COMMERCIAL CLEANING | | | 27.77 |
| 69777 | | | | | |
| 45941 | NICK UNEMA PLUMBING & HEATING INC | 05/17/2023 | 06/05/2023 | | 3,800.00 |
| | LEAD SERVICE REPLACEMENT 144 WATER | | | | |
| | 450-000.000-974.000 | CONSTRUCTION | | | 3,800.00 |
| 69778 | | | | | |
| 45942 | NICK UNEMA PLUMBING & HEATING INC | 05/17/2023 | 06/05/2023 | | 20,400.00 |
| | LEAD SERVICE REPLACEMENT 308,310,322,332 LAKESHORE | | | | |
| | 450-000.000-974.000 | CONSTRUCTION | | | 20,400.00 |
| 69704 | | | | | |
| 45972 | NICK UNEMA PLUMBING & HEATING INC | 05/09/2023 | 06/05/2023 | | 1,140.00 |
| | STORM SEWER JETTING | | | | |
| | 202-463.000-802.000 | CONTRACTUAL | | | 570.00 |
| | 203-463.000-802.000 | CONTRACTUAL | | | 570.00 |
| 128594 | | | | | |
| 45934 | NORTHERN HEATING AND COOLING | 05/09/2023 | 06/05/2023 | | 12,744.00 |
| | FURNANCE AND A/C IMPROVEMENTS | | | | |
| | 101-301.000-979.000 | CAPITAL OUTLAY | | | 12,744.00 |
| 311449062001 | | | | | |
| 45872 | ODP BUSINESS SOLUTIONS | 05/02/2023 | 06/05/2023 | | 52.04 |
| | OFFICE SUPPLIES | | | | |
| | 101-215.000-740.000 | SUPPLIES | | | 52.04 |
| 308151866001 | | | | | |
| 45904 | ODP BUSINESS SOLUTIONS | 05/10/2023 | 06/05/2023 | | 51.45 |
| | OFFICE SUPPLIES | | | | |
| | 101-215.000-740.000 | SUPPLIES | | | 51.45 |
| 1508 | | | | | |
| 45943 | OVERISEL ELECTRIC LLC | 05/24/2023 | 06/05/2023 | | 8,285.00 |
| | LIGHTING UPGRADE | | | | |
| | 101-301.000-979.000 | CAPITAL OUTLAY | | | 8,285.00 |
| 2305-660628 | | | | | |
| 45950 | OVERISEL LUMBER CO. | 05/15/2023 | 06/05/2023 | | 19.89 |
| | BANNER AND ART SCULPTURE SUPPLIES | | | | |
| | 101-463.000-740.003 | BANNERS | | | 10.90 |
| | 101-265.000-930.000 | REPAIRS & MAINTENANCE: GENERAL | | | 8.99 |
| 2305-659820 | | | | | |
| 45951 | OVERISEL LUMBER CO. | 05/12/2023 | 06/05/2023 | | 36.98 |
| | SUPPLIES TO MAINTAIN BLUE STAR BRIDGE | | | | |
| | 202-463.000-930.000 | REPAIRS & MAINTENANCE: GENERAL | | | 36.98 |
| 2305-665798 | | | | | |
| 45961 | OVERISEL LUMBER CO. | 05/30/2023 | 06/05/2023 | | 24.96 |
| | BARREL MAINTENANCE | | | | |
| | 101-751.000-930.000 | REPAIRS & MAINTENANCE: GENERAL | | | 24.96 |

| | | | | | |
|-------------|---|--------------------------------|------------|------------|----------|
| 2305-664870 | | | | | |
| 45963 | OVERISEL LUMBER CO. FLAG KITS 202-463.000-740.000 | SUPPLIES | 05/25/2023 | 06/05/2023 | 59.98 |
| | | | | | 59.98 |
| 2305-664879 | | | | | |
| 45964 | OVERISEL LUMBER CO. PLANTING SUPPLIES 101-802.000-958.000 | MISCELLANEOUS | 05/25/2023 | 06/05/2023 | 71.96 |
| | | | | | 71.96 |
| 2305-664048 | | | | | |
| 45966 | OVERISEL LUMBER CO. ART INSTALLATION SUPPLIES 101-265.000-740.000 | SUPPLIES | 05/24/2023 | 06/05/2023 | 51.37 |
| | | | | | 51.37 |
| 2305-662976 | | | | | |
| 45967 | OVERISEL LUMBER CO. ART INSTALL SUPPLIES 101-265.000-740.000 | SUPPLIES | 05/22/2023 | 06/05/2023 | 15.98 |
| | | | | | 15.98 |
| 2305-661853 | | | | | |
| 45969 | OVERISEL LUMBER CO. BATHROOM CLEANING SUPPLIES 101-751.000-740.000 | SUPPLIES | 05/18/2023 | 06/05/2023 | 24.16 |
| | | | | | 24.16 |
| 2305-661103 | | | | | |
| 45971 | OVERISEL LUMBER CO. CROSSWALK SUPPLIES 202-463.000-802.000 | CONTRACTUAL | 05/16/2023 | 06/05/2023 | 14.97 |
| | | | | | 14.97 |
| 2305-659407 | | | | | |
| 45980 | OVERISEL LUMBER CO. GRUB CONTROL 202-463.000-930.000 | REPAIRS & MAINTENANCE: GENERAL | 05/11/2023 | 06/05/2023 | 52.62 |
| | | | | | 52.62 |
| 5-17-23 | | | | | |
| 45917 | JENNIFER PEARSON DHA MEETING 594-597.002-812.000 | RECORDING CLERK | 05/17/2023 | 06/05/2023 | 100.00 |
| | | | | | 100.00 |
| 5-16-23 | | | | | |
| 45984 | PITNEY BOWES INC POSTAGE 101-215.000-901.000 | POSTAGE | 05/16/2023 | 06/05/2023 | 306.40 |
| | | | | | 306.40 |
| 3317499596 | | | | | |
| 45985 | PITNEY BOWES INC POSTAGE MACHINE LEASE 101-215.000-802.000 | CONTRACTUAL | 05/30/2023 | 06/05/2023 | 167.52 |
| | | | | | 167.52 |
| 104117 | | | | | |
| 45945 | PM ENVIRONMENTAL, INC ECONOMIC INCENTIVE CONSULTING 243-000.000-806.000 | CONTRACTUAL ENGINEERING | 05/24/2023 | 06/05/2023 | 428.75 |
| | | | | | 428.75 |
| 74336 | | | | | |
| 45873 | PREIN & NEWHOF DWAM-AMP 450-000.000-806.000 | CONTRACTUAL ENGINEERING | 05/08/2023 | 06/05/2023 | 3,789.00 |
| | | | | | 3,789.00 |
| 74337 | | | | | |
| 45874 | PREIN & NEWHOF DWAM-DSMI 450-000.000-806.000 | CONTRACTUAL ENGINEERING | 05/08/2023 | 06/05/2023 | 425.00 |
| | | | | | 425.00 |

| | | | | | |
|--------|---|---|------------|------------|--|
| 74380 | | | | | |
| 45875 | PREIN & NEWHOF 2023 ROAD IMPROVEMENTS 202-463.000-806.000 | CONTRACTUAL ENGINEERING | 05/08/2023 | 06/05/2023 | 672.00 672.00 |
| 74383 | | | | | |
| 45876 | PREIN & NEWHOF WATER ST TRAFFIC STUDY 202-463.000-806.000 | CONTRACTUAL ENGINEERING | 05/08/2023 | 06/05/2023 | 2,534.50 2,534.50 |
| 74390 | | | | | |
| 45877 | PREIN & NEWHOF CENTER ST DEVELOPMENT 101-701.000-806.000 | CONTRACTUAL ENGINEERING | 05/08/2023 | 06/05/2023 | 843.00 843.00 |
| 74391 | | | | | |
| 45878 | PREIN & NEWHOF WILY RD NON MOTORIZED PATHWAY 202-463.000-806.000 | CONTRACTUAL ENGINEERING | 05/08/2023 | 06/05/2023 | 68.00 68.00 |
| 74415 | | | | | |
| 45879 | PREIN & NEWHOF 333 BLUESTAR HIGHWAY SIDEWALK 403-463.000-806.000 | CONTRACTUAL ENGINEERING | 05/08/2023 | 06/05/2023 | 1,787.95 1,787.95 |
| 74418 | | | | | |
| 45880 | PREIN & NEWHOF FOREST GATE 101-701.000-806.000 | CONTRACTUAL ENGINEERING | 05/08/2023 | 06/05/2023 | 1,284.00 1,284.00 |
| 74419 | | | | | |
| 45881 | PREIN & NEWHOF LAKESHORE WOODS PRIVATE DR 101-701.000-806.000 | CONTRACTUAL ENGINEERING | 05/08/2023 | 06/05/2023 | 185.00 185.00 |
| 74426 | | | | | |
| 45882 | PREIN & NEWHOF WESTSHORE PUD 101-701.000-806.000 | CONTRACTUAL ENGINEERING | 05/08/2023 | 06/05/2023 | 476.50 476.50 |
| 74397 | | | | | |
| 45906 | PREIN & NEWHOF GENERAL CONSULTING 450-000.000-806.000 101-701.000-806.000 101-463.000-806.000 | CONTRACTUAL ENGINEERING CONTRACTUAL ENGINEERING CONTRACTUAL ENGINEERING | 05/08/2023 | 06/05/2023 | 4,515.80 1,951.50 1,169.30 1,395.00 |
| 43517 | | | | | |
| 45903 | PV BUSINESS SOLUTIONS INC 2023 OSHA COMPLIANCE JOURNAL 101-463.000-740.000 | SUPPLIES | 04/27/2023 | 06/05/2023 | 298.50 298.50 |
| 23-595 | | | | | |
| 45925 | SAUGATUCK TWP FIRE DISTRICT RENTAL HOME INSPECTIONS 101-701.000-802.000 | CONTRACTUAL | 05/16/2023 | 06/05/2023 | 375.00 375.00 |
| 23-596 | | | | | |
| 45955 | SAUGATUCK TWP FIRE DISTRICT RENTAL HOME INSPECTIONS 101-701.000-802.000 | CONTRACTUAL | 05/25/2023 | 06/05/2023 | 675.00 675.00 |
| 12905 | | | | | |
| 45968 | SCOTT'S LANDSCAPE MANAGMENT INC | | 05/23/2023 | 06/05/2023 | 590.00 |

| | | | | | |
|---------------------|--|--------------------------------|------------|------------|----------|
| | BROWN MULCH | | | | |
| | 101-265.000-930.000 | REPAIRS & MAINTENANCE: GENERAL | | | 590.00 |
| 12951 | | | | | |
| 45982 | SCOTT'S LANDSCAPE MANAGMENT INC | | 05/31/2023 | 06/05/2023 | 408.00 |
| | IRRIGATION START UP | | | | |
| | 101-751.000-802.000 | CONTRACTUAL | | | 408.00 |
| 246121 | | | | | |
| 45884 | ASHLEY SIEBELINK | | 05/15/2023 | 06/05/2023 | 304.04 |
| | DOUGLAS PARK PROJECT | | | | |
| | 101-751.000-979.000 | CAPITAL OUTLAY | | | 304.04 |
| 806560 | | | | | |
| 45965 | TERMINAL SUPPLY CO | | 05/23/2023 | 06/05/2023 | 202.17 |
| | VEHICLE REPAIR SUPPLIES | | | | |
| | 660-903.000-930.004 | VEHICLE MAINTENANCE & REPAIRS | | | 202.17 |
| 739395 | | | | | |
| 45957 | TRACTOR SUPPLY COMPANY | | 05/19/2023 | 06/05/2023 | 205.60 |
| | TRUCK 6 WORK | | | | |
| | 660-903.000-930.004 | VEHICLE MAINTENANCE & REPAIRS | | | 205.60 |
| 111876 | | | | | |
| 45926 | VC3 INC | | 05/19/2023 | 06/05/2023 | 1,440.00 |
| | ANNUAL ANTIVIRUS | | | | |
| | 101-215.000-802.000 | CONTRACTUAL | | | 1,440.00 |
| 9934788691 | | | | | |
| 45918 | VERIZON WIRELESS | | 05/13/2023 | 06/05/2023 | 517.14 |
| | CITY ISSUED PHONES | | | | |
| | 101-215.000-851.000 | TELEPHONE | | | 43.67 |
| | 101-301.000-851.000 | TELEPHONE | | | 43.67 |
| | 101-463.000-851.000 | TELEPHONE | | | 262.02 |
| | 101-101.000-851.000 | TELEPHONE | | | 43.67 |
| | 101-701.000-851.000 | TELEPHONE | | | 124.11 |
| 9935727563 | | | | | |
| 45976 | VERIZON WIRELESS | | 05/24/2023 | 06/05/2023 | 134.80 |
| | DPW IPADS | | | | |
| | 101-463.000-851.000 | TELEPHONE | | | 134.80 |
| 96406 | | | | | |
| 45927 | WILLIAMS AND WORKS | | 05/17/2023 | 06/05/2023 | 6,440.00 |
| | PLANNING CONSULTING SERVICES | | | | |
| | 101-701.000-803.000 | CONTRACTUAL CONSULTANT | | | 6,440.00 |
| | Purchase Card Vendor: 10071 CARDMEMBER SERVICE | | | | |
| 45584 | | | | | |
| 45960 | AAA TURF | | 05/11/2023 | 06/05/2023 | 288.77 |
| | GRASS REPAIRS AROUND THE CITY | | | | |
| | 101-265.000-930.000 | REPAIRS & MAINTENANCE: GENERAL | | | 288.77 |
| 2452217676 | | | | | |
| 45899 | ADOBE ACROBAT PRO | | 05/13/2023 | 06/05/2023 | 265.94 |
| | ADOBE SUBSCRIPTIONS | | | | |
| | 101-172.000-740.000 | SUPPLIES | | | 45.24 |
| | 101-215.000-740.000 | SUPPLIES | | | 132.97 |
| | 101-701.000-740.000 | SUPPLIES | | | 66.49 |
| | 101-463.000-740.000 | SUPPLIES | | | 21.24 |
| 112-5619586-8901058 | | | | | |
| 45905 | AMAZON MARKETPLACE | | 05/10/2023 | 06/05/2023 | 49.45 |

| | | | | | |
|--|--|---------------|------------|------------|------------|
| | SUPPLIES | | | | |
| | 101-215.000-740.000 | SUPPLIES | | | 24.57 |
| | 101-265.000-740.000 | SUPPLIES | | | 24.88 |
| ----- | | | | | |
| 114-4775171-1334651 | | | | | |
| 45907 | AMAZON MARKETPLACE | | 05/15/2023 | 06/05/2023 | 279.99 |
| | FORKLIFT HITCH | | | | |
| | 101-751.000-977.000 | EQUIPMENT | | | 279.99 |
| ----- | | | | | |
| 5-17-23 | | | | | |
| 45922 | BACK ALLEY PIZZA | | 05/17/2023 | 06/05/2023 | 89.83 |
| | LEW BENDER COUNCIL SESSION | | | | |
| | 101-101.000-958.000 | MISCELLANEOUS | | | 89.83 |
| ----- | | | | | |
| 5-17-23 | | | | | |
| 45923 | BACK ALLEY PIZZA | | 05/17/2023 | 06/05/2023 | 116.52 |
| | LEW BENDER STAFF SESSION | | | | |
| | 101-172.000-813.000 | MEETINGS | | | 116.52 |
| ----- | | | | | |
| 5-13-23 | | | | | |
| 45919 | CUDDEBACK | | 05/13/2023 | 06/05/2023 | 21.20 |
| | SERVICE TO CATCH VANDALS AT 66TH ST PROPERTY | | | | |
| | 101-265.000-802.000 | CONTRACTUAL | | | 21.20 |
| ----- | | | | | |
| 5-16-23 | | | | | |
| 45915 | GORDON FOOD SERVICE | | 05/16/2023 | 06/05/2023 | 74.28 |
| | LOU BENDER MEETING | | | | |
| | 101-172.000-813.000 | MEETINGS | | | 74.28 |
| ----- | | | | | |
| 5-15-23 | | | | | |
| 45924 | ODP BUSINESS SOLUTIONS | | 05/15/2023 | 06/05/2023 | (2.87) |
| | RETURNS | | | | |
| | 101-215.000-740.000 | SUPPLIES | | | (2.87) |
| ----- | | | | | |
| Total Purchase Card Vendor: 10071 CARDMEMBER SERVICE | | | | | 1,183.11 |
| ----- | | | | | |
| # of Invoices: | 112 | # Due: | 112 | Totals: | 120,985.72 |
| # of Credit Memos: | 1 | # Due: | 1 | Totals: | (2.87) |
| Net of Invoices and Credit Memos: | | | | | 120,982.85 |

--- TOTALS BY FUND ---

| | |
|---|-----------|
| 101 - GENERAL FUND | 57,223.87 |
| 202 - MAJOR STREET FUND | 9,146.98 |
| 203 - LOCAL STREETS FUND | 16,553.01 |
| 213 - SCHULTZ PARK LAUNCH RAMP | 3,104.11 |
| 243 - BROWNFIELD REDEVELOPMENT AUTHORITY FUND | 428.75 |
| 248 - DOWNTOWN DEVELOPMENT AUTHORITY | 250.00 |
| 403 - BLUE STAR CORRIDOR IMPROVEMENT FUND | 1,787.95 |
| 450 - WATER SEWER FUND | 30,365.50 |
| 594 - DOUGLAS MARINA | 1,677.46 |
| 660 - EQUIPMENT RENTAL FUND | 445.22 |

--- TOTALS BY DEPT/ACTIVITY ---

| | |
|-----------------------|-----------|
| 000.000 - | 32,430.65 |
| 101.000 - LEGISLATIVE | 1,972.14 |
| 172.000 - MANAGER | 1,917.18 |

| | |
|--|-----------|
| 215.000 - CLERK/TREASURER | 3,204.92 |
| 257.000 - ASSESSING | 39.31 |
| 265.000 - BUILDING & GROUNDS | 3,307.35 |
| 301.000 - POLICE | 22,997.69 |
| 463.000 - GENERAL STREETS & ROW | 31,213.09 |
| 464.000 - GENERAL STREETS WINTER & ROW | 389.85 |
| 597.000 - POINT PLEASANT | 171.06 |
| 597.002 - DOUGLAS HARBOR AUTHORITY | 100.00 |
| 701.000 - PLANNING & ZONING | 15,536.87 |
| 728.000 - DOWNTOWN DEVELOPMENT AUTHORITY | 250.00 |
| 751.000 - PARKS & RECREATION | 2,360.95 |
| 753.000 - LAUNCH RAMPS | 3,104.11 |
| 802.000 - COMMUNITY PROMOTIONS | 1,542.46 |
| 903.000 - EQUIP. REPAIRS & MAINTENANCE | 445.22 |



June 1, 2023

To The City Council of Douglas
86 W Center St
Douglas, MI 49406

Dear Council,

I will be retiring from the city on the 31st of July, 2023. I appreciate the opportunity to serve a community that I grew up in, raised a family, and now will retire from. I began my career in Douglas doing meeting minutes, moving into Front desk Clerk, Deputy Clerk, and then City Clerk. With only a general knowledge of the clerk position I pursued certification as a Michigan Certified Municipal Treasurer, Michigan Certified Municipal Clerk, joined and sat on the Board of West Michigan Clerk Association.

The transition has been a smooth one, I feel confident that my co-workers are highly capable, confident, and considerate individuals who will serve the city well. In my retirement I will always remain available for any questions or assistance that may be needed to keep the city moving forward.

This next stage of my life will be filled with watching grandchildren play sports, assisting my parents, and watching sunsets.

I wish all of you the best.

Respectfully

Pamela Alderink
Douglas City Clerk

williams&works

engineers | surveyors | planners

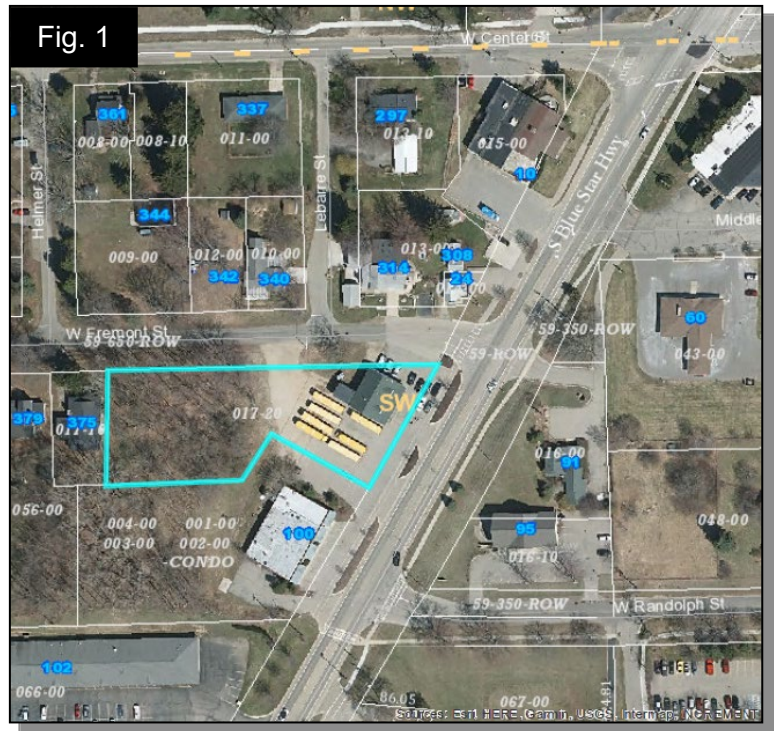
MEMORANDUM

To: City of The Village of Douglas City Council
Date: May 9, 2023
From: Tricia Anderson, AICP
 Andy Moore, AICP
RE: **Rezone Request from C-2, General Commercial to C-1, Village Center and R-5, Multiple Family Residential**

Mr. Tim Travis, Superintendent of Saugatuck Public Schools, has applied for the rezoning from C-2, General Commercial to C-1, Village Center and R-5, Multiple Family Residential and future land division of the parcel located at the southwest corner of Blue Star Highway and Fremont Street (PPN: 59-350-017-20). The purpose of this memorandum is to provide the City Council with our review comments and provide the written

recommendation of the Planning Commission for the rezoning request pursuant to Article 28, Amendments, of the City of the Village of Douglas Zoning Ordinance.

Background. The subject parcel is owned by the Saugatuck Public School District and is currently zoned C-2, General Commercial. The property is currently used for school bus parking and storage on the eastern end of the parcel and the western end of the parcel is vacant and wooded. The applicant has expressed an interest in moving the bus lot to a more appropriate location sometime in the future and has also had discussions with a residential builder who is interested in purchasing the western end of the subject parcel and developing it with two single-family homes on two separate parcels. The survey demonstrating the proposed splits has been included in your packet.

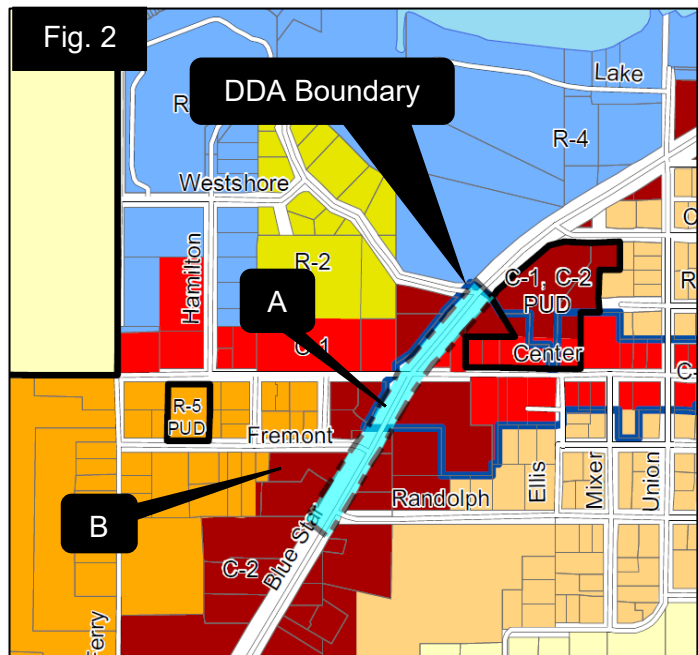


Planning Commission Recommendation: On April 20, 2023, the Planning Commission forwarded a favorable recommendation to the City Council for the approval of the rezoning request for the bus lot property in accordance with the survey provided by the applicant. As noted above, if the rezoning is approved, the applicant intends to split the property into 3 parcels total. The City Council will review the proposed splits concurrently with the second reading of the rezoning request. If the Council is inclined to offer a final approval for the rezoning at the second reading on June 5, 2023, the splits can be approved subject to the condition that they are not processed and sent to the County until after the zoning becomes effective (7 days following the publication of a summary of the rezoning in a newspaper of general circulation).

Review of Rezoning Request. Section 28.05 provides the required information that must be submitted by the petitioner. The Planning Commission provided their favorable recommendation to the City Council for the requested rezoning based on the consideration of the factors listed in Section 28.06, Planning Commission Recommendations. These factors are listed below, along with our remarks.

1. *In reviewing any application for an amendment to this Ordinance, the Planning Commission shall identify and evaluate all factors relevant to the application and shall report its findings in full along with its recommendations for disposition of the application, to the City Council within a reasonable period of time. The matters to be considered by the Planning Commission shall include, but shall not be limited to, the following:*
 - a. *What, if any, identifiable conditions related to the application have changed since the existing zoning district was established which justify the proposed amendment?*

Remarks: Blue Star Highway is a county road for the majority of its length. Areas near the interstate exits and entrances have historically been occupied by auto-centered uses, such as gas stations, automotive repair, fast-food establishments, hotels, etc. The zoning of the areas between the two interstate exits and entrances consists mostly of C-2, General Commercial. C-2 is a district that would allow more intense land uses (both by right and by special exception use), such as gas stations, car washes, office buildings, car and boat sales, etc. Conditions over time in the area near Blue Star Highway and Center



Street (including areas north to St. Peters St. and south to Randolph St., shown in Figure 2 as “A”) have proved to not be conducive to those auto-centered and more intense land uses. These areas are near Downtown Douglas, so the character has a downtown feel due largely to the close proximity to residential uses and the walkability of the area. Figure 2 provides the existing zoning of this area, with the subject parcel called out as “B”.

Additionally, when the zoning map was adopted and the Master Plan was updated in 2016, the community was not experiencing the same housing situation that it faces today. Because conditions have changed in terms of the need for housing in the City, a rezoning from C-2 to R-5 would be justifiable to create more opportunities for housing.

- b. *What are the precedents and the possible effects of such precedents which might result from the approval or denial of the petition?*

Remarks: The precedent that may be set by approving the requested zoning district is a demonstration that smaller-scale uses are more desirable along this stretch of Blue Star Highway compared to uses permitted in the C-2 zoning district. This area serves as an important transition area to residential neighborhoods, so smaller-scale commercial is much more compatible.

In terms of the R-5 zoning request on the west end of the subject parcel, it would not appear that any precedents would be set, other than the City’s desire to create more opportunities for housing.

- c. *What is the impact of the amendment on the ability of the City and other governmental agencies to provide adequate public services and facilities, and/or programs that might reasonably be required in the future if the proposed amendment is adopted?*

Remarks: The amendment is not anticipated to negatively impact the City’s ability to provide adequate public services to this parcel.

- d. *Does the petitioned district change adversely affect environmental conditions, or the rights of a neighboring property owner?*

Remarks: Single-family residential are proposed for the R-5 parcels. This area is wooded and trees would need to be cleared in order to accommodate the homes. The use for the proposed C-1 parcel has not yet been identified. When/if an interested party purchases that lot, a proposed development will be evaluated by Planning Commission for site plan review and related processes to ensure ordinance requirements are being met.

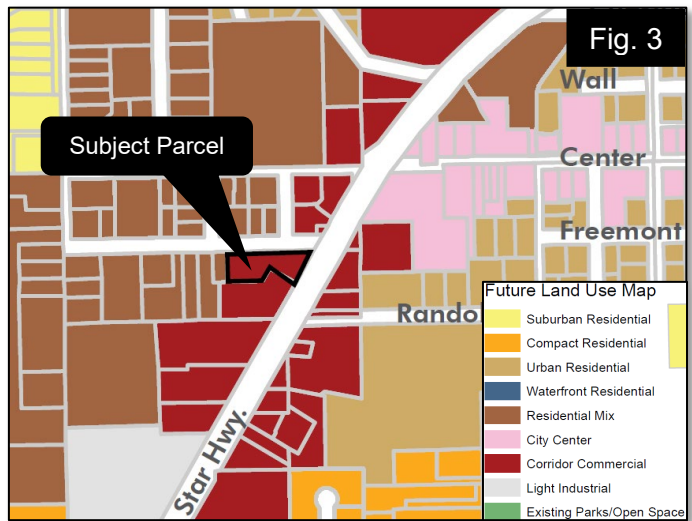
- e. *Is the class of uses permitted in the district appropriate for the location proposed to be rezoned?*

Remarks: Yes. The list of uses permitted by right and by special use permit are included in your packet for the R-5 and C-1 zoning districts. The C-1 zoning district allows for uses that are more compatible in scale and intensity to residential uses. Again, the area between St. Peters and Randolph are of a character that more closely resembles the downtown district than an auto-centric stretch of Blue Star Highway.

- f. *Does the petitioned district change generally comply with the Tri-Community Comprehensive Plan, or a subsequent document that guides land use and development decisions in the City of the Village of Douglas?*

Remarks:

- Proposed R-5 District: Yes. The Master Plan serves as a guide for decision-making surrounding land use. Goal #1 for housing and neighborhoods




relates to facilitating the development of a range of housing types to meet the needs of current and projected future populations. Adding additional opportunities for housing is one objective in meeting this goal. Goal #2 indicates that the City will diversify its housing stock to encourage more people to seek long-term, permanent residency within the city. One of the objectives in meeting this

goal would be to “facilitate infill housing through density standards and unit size allowances” The rezone of the west end of the subject parcel to R-5 opens up many housing options, each of which are compatible with the surrounding uses, which contain a mix of residential housing types.

- Proposed C-1 District: Yes. Again, with the Master Plan serving as a guide for land use decisions, a review of the zoning plan provides insight into compatible zoning districts for each future land use designation. The subject parcel has a future land use designation of Corridor Commercial, which is described as follows in Figure 4:

The zoning plan further indicates that the Corridor Commercial future land use designation would align with C-2 as a primary compatible zoning district OR C-1 as a potentially compatible zoning district. Potentially compatible zoning districts are likely to be a good fit in those areas that could be better served with land uses that are less intense. Although the Village Center district is primarily situated along Center Street, this shouldn't preclude the Planning Commission from approving a zoning district that more closely matches the desire of the Blue Star corridor in the stretch between St. Peters and Randolph.

| | | |
|---|----------------------------|---------------|
|  | Corridor Commercial | Fig. 4 |
| <p>Intent: To provide goods and services to meet the needs of the larger Tri-Community Area, typically located along Blue Star Highway. Parking areas should be placed behind new development when possible and buildings shall be built out to the street with limited setbacks to encourage the calming of traffic and pedestrian safety. Uses may include large-scale retail, eating and drinking establishments, personal service establishments, professional and support offices, and medical facilities.</p> | | |

g. What is the ability of the property in question to be put to a reasonable economic use in the zoning district in which it is presently located?

Remarks: The subject parcel could be developed and put to reasonable economic use in the current zoning district, however, the City has an opportunity to influence the size and scale of future development by approving the rezoning. The west end of the C-2 zoned subject parcel could be developed, as zoned, with a use that may not be as desirable in terms of compatibility with the surrounding residential to the north and west.

Additional Information. The following paragraphs were offered to the Planning Commission to take into additional consideration as they made their decision at the April 20, 2023 meeting.

As indicated earlier in this memorandum, the idea that C-1 should be limited to only Center Street should be carefully taken into consideration. Although the zoning map and future land use map appear to suggest that the City desires large scale commercial along the entire stretch of Blue Star Highway, we view the uniqueness of the short corridor between St. Peters and Randolph to be an area that should be developed similar to to the downtown area.

Many of the themes weaved into the Master Plan would be indicative of the unique, small-town character of Douglas, and that the desire is for that character to be preserved. The Master Plan also supports smaller scale development with walkability and connectivity to other corridors within the City. The Planning Commission may wish to consider some changes to the corridor shown in Figure 2 to better reflect the desire to keep commercial business on a smaller scale as it serves as somewhat of a transition to

the outlying stretches of Blue Star Highway. These areas are more appropriate for larger-scale commercial as it approaches entrances and exits to the interstate.

Recommendation. We are supportive of this request based on the findings noted in this memorandum and based on the Planning Commission’s favorable recommendation to the City Council to approve the rezone of parcel 59-350-017-20 located on the southwest corner of Fremont and Blue Star Highway, from C-2, General Commercial to C-1, Village Center and R-5, Multiple Family Residential. Procedurally, if the City Council finds reason to deny the rezoning as proposed, it may be sent back to the Planning Commission for further consideration.

An ordinance to amend the zoning ordinance and map has been prepared for your consideration, should the Council be inclined to offer approval for the rezoning request at the second reading.

As always, please feel free to contact us with any questions or comments.

NOTICE OF PUBLIC HEARING
City of the Village of Douglas
CITY COUNCIL

Item 8A.

The City Council of the City of the Village of Douglas will hold a Public Hearing on **Monday, June 5, 2023, at 7:00 pm**, to consider the following application:

| | |
|------------------------------|---|
| APPLICANT | Boyd Redner III, O/B/O Saugatuck Public Schools (Tim Travis, Superintendent) |
| APPLICATION TYPE | Rezone request from C-2, General Commercial to C-1, Village Center and R-5, Multiple Family Residential |
| PROJECT ADDRESS | SW Corner of Fremont St. and Blue Star Hwy |
| PROJECT PARCEL NUMBER | 59-350-017-20 |

This application is available at the City of the Village of Douglas offices for public examination and review during normal business hours. Interested persons may submit comments in writing before the public hearing, or appear in person at the public hearing to become part of the hearing record. The City of Douglas will provide necessary and reasonable aids and services for disabled persons upon 7 days prior notice to the City Offices at (269) 857- 1438.

First Reading: May 15, 2023
Public Hearing: June 5, 2023
Published: April 27, 2023

Pamela Aalderink, CMC
City of the Village of Douglas C

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**CITY OF THE VILLAGE OF DOUGLAS
ALLEGAN COUNTY, MICHIGAN
ORDINANCE NO. 03-2023**

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE AND MAP
TO REZONE THE SOUTHWEST CORNER OF FREMONT STREET AND BLUE
STAR HIGHWAY (PPN 03-59-350-017-20), SECTION 350, CITY OF THE VILLAGE OF
DOUGLAS, ALLEGAN COUNTY, MICHIGAN**

PREAMBLE

WHEREAS, the City of the Village of Douglas received on behalf of Tim Travis, Superintendent of Saugatuck Public Schools, (“Applicant”) an Application to Rezone PPN **03-59-350-017-20**, located at the southwest corner of Fremont Street and Blue Star Highway, from its current zoning in the C-2, General Commercial District to the R-5, Multiple Family District and C-1, Village Center District, located, in Douglas, Michigan;

WHEREAS, pursuant to Article 28 of the Douglas Zoning Ordinance, an Application to Rezone shall constitute a petition for an ordinance to amend the Official Zoning Map of the City of the Village of Douglas, requiring public hearing by the Planning Commission and Approval by City Council;

WHEREAS, pursuant to and in compliance with Act 110 of 2006 of the Public Acts of Michigan, being the Zoning Enabling Act as amended, the Planning Commission conducted a public hearing concerning the application and petition on, after proper publication of a notice first published on April 27, 2023 in the Commercial Record, a newspaper of general circulation in the City;

WHEREAS, proposed land divisions in accordance with Exhibit A have been provided for concurrent review by City Council alongside the rezone requests.

THE CITY OF THE VILLAGE OF DOUGLAS ORDAINS:

The City of the Village of Douglas Zoning Ordinance, adopted in 2009, is hereby amended as follows:

Section 1. Rezoning of the western 20,327 square feet of parcel **03-59-350-017-20**, proposed for two lots (“Parcel 1” and “Parcel 2”), legally described below from C-2, General Commercial District to R-5, Multiple Family Residential District, and the “Remainder” as legally described below, consisting of 21,729 square feet to C-1, Village Center District, in accordance with the survey depicted in Exhibit A.

“Parcel 1”

Part of Lots 1 and 2 of Block 5 of Helmer's Addition to the Village of Douglas, being part of Southwest 1/4 of Section 16, Town 3 North, Range 16 West, Village of Douglas, Allegan County, Michigan, described as: Commencing at the intersection of the South right-of-way line of Fremont Street and the West right-of-way line of Blue Star Highway; thence N87°57'41"W 306.09 feet along said South line of Fremont Street to the Point of Beginning; thence S03°28'38"W 131.36 feet parallel with the West line of the East 1/2 of said Lot 1; thence N87°56'50"W 77.36 feet along the South line of said Lots 1 and 2; thence N03°28'38"E 131.34 feet along said West line; thence S87°57'41"E 77.36 feet along said South line of Fremont Street to the Point of Beginning. Contains 10158 square feet. Subject to easements, restrictions and rights-of-way of record.

“Parcel 2”

Part of Lots 2 and 3 of Block 5 of Helmer's Addition to the Village of Douglas, being part of the Southwest 1/4 of Section 16, Town 3 North, Range 16 West, Village of Douglas, Allegan County, Michigan, described as: Commencing at the intersection of the South right-of-way line of Fremont Street and the West right-of-way line of Blue Star Highway; thence N87°57'41"W 228.73 feet along said South line of Fremont Street to the Point of Beginning; thence S03°28'38"W 131.38 feet parallel with the West line of the East 1/2 of Lot 1 of said Block 5; thence N87°56'50"W 77.36 feet along the South line of said Lots 2 and 3; thence N03°28'38"E 131.36 feet; thence S87°57'41"E 77.36 feet along said South line of Fremont Street to the Point of Beginning. Contains 10159 square feet. Subject to easements, restrictions and rights-of-way of record.

“Remainder”

Part of Vacated LeBarre Street and parts of Lots 1 and 2 of Block 4 of Helmer's Addition to the Village of Douglas and parts of Lots 3 and 4 of Block 5 of said Helmer's Addition, being part of the Southwest 1/4 of Section 16, Town 3 North, Range 16 West, Village of Douglas, Allegan County, Michigan, described as: Beginning at the intersection of the South right-of-way line of Fremont Street and the West right-of-way line of Blue Star Highway; thence S33°21'33"W 168.01 feet along said West line of Blue Star Highway; thence N56°39'33"W 129.96 feet; thence S33°20'40"W 64.75 feet; thence N03°28'38"E 131.38 feet parallel with the West line of the East half of lot 1 of said Block 5; thence S87°57'41"E 228.73 feet along said South line of Fremont Street to the Point of Beginning. Contains 21729 square feet. Subject to easements, restrictions and rights-of-way of record.

Section 2. Severability and Captions. This Ordinance and the various parts, sections, subsections, sentences, phrases and clauses thereof are hereby declared severable. If any part, section, subsection, sentence, phrase or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby. The captions included at the beginning of each Section are for convenience only and shall not be considered a part of this Ordinance.

Section 3. Repeal. Any existing ordinance or resolution that is inconsistent or conflicts with this Ordinance is hereby repealed to the extent of any such conflict or inconsistency.

Section 4. Effective Date. This Ordinance is ordered to take effect upon the expiration of 20 days

following publication of adoption in the Commercial Record, a newspaper having general circulation in the City, under the provisions of 2006 Public Act 110, except as may be extended under the provisions of such Act.

Ordinance Offered by: _____

Ordinance Supported by: _____

Ayes:

Nays:

Abstain:

Absent:

ORDINANCE DECLARED ADOPTED THIS _____ 2023.

Jerome Donovan, Mayor

Pamela Aalderink, CMC, City Clerk

Ordinance Adoption Date: _____ (to be published within 15 days of adoption)

Ordinance Effective Date: _____ (20 days after publication)

CERTIFICATION

I, Pamela Aalderink, the duly appointed Clerk of the City of the Village of Douglas, do hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the Douglas City Council at a regular meeting held on Monday, 15, 2023 in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as requires by this Act.

CITY OF THE VILLAGE OF DOUGLAS

By: _____
Pamela Aalderink, City Clerk



MEMORANDUM
REGULAR CITY COUNCIL MEETING
June 5, 2023 at 7:00 PM

TO: City Council

FROM: Rich LaBombard, City Manager

**SUBJECT: Schedule of Fee Amendment,
Douglas Marina Slip Rentals and Transient Fee Increase
Resolution 14-2023**

In September of 2021, the Douglas Harbor Authority (DHA) made a recommendation to City Council to move to a two (2) year lottery system for determining slip holders.

In the 22-23 lottery, over 30 applications were submitted with 13 applicants awarded slips. With the second year of the lottery beginning, City staff has sought guidance from DHA members on the slip fee schedule for 2024 and 2025. The current slip fee is \$1,800 per year for two years, projecting the revenue for slip leases for Douglas Marina at \$23,400 per year. On March 16, 2023 the DHA made the motion to recommend to City Council a fee increase to \$2,000 for slip leases.

Occasionally, we have the request for transient slip usage when one is available. If the DHA determines to allow occasional transient slips, there is no schedule of fees established to charge for that service for transient boaters. Therefore, a fee should be available on the City's schedule of fees. The DHA, on March 16, 2023 made the motion to recommend to City Council a fee schedule of \$25 per night for transient slips. Currently there are no slip openings.

All fees schedule changes have to be recommended to City Council and amended by resolution.

Sample Motion: Douglas Harbor Authority recommends City Council approve Resolution 14-2023 and increase the slip lease fee to \$2,000 and establish a transient fee of \$25 per night.

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

RESOLUTION NO. 14-2023

SCHEDULE OF FEES

ESTABLISHED BY ORDINANCE #93 OF 1984 AND ARTICLE 23 OF THE CITY OF THE VILLAGE OF DOUGLAS ZONING ORDINANCE, ADOPTED ON MAY 18, 2009

FEE SCHEDULE AMENDED 7/2003, 8/2005, 12/2005, 8/2006, 5/2007, 9/2008, 7/2016, 2/2018, 2/2023

At a regular meeting of the City Council for the City of the Village of Douglas, Michigan, held at the City of the Village of Douglas City Hall, Douglas, Michigan, on the 5th day of June, 2023, at 7:00 p.m. with

PRESENT:

ABSENT:

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

RESOLUTION

WHEREAS, the Douglas Harbor Authority has made a recommendation to increase the slip fees at Douglas Marina from \$1,800 to \$2,000 per year, and

WHEREAS, the Douglas Harbor Authority has made a recommendation to establish a transient fee for Douglas Marina for \$25 per night, and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS: The City Council does hereby adopt Resolution 14-2023, containing the amendment fee schedule as recommended above.

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

ADOPTED this 5th day of June 2023

CITY OF THE VILLAGE OF DOUGLAS

BY: _____
Jerome Donovan, Mayor

BY: _____
Pamela Aalderink, City Clerk

CERTIFICATION

Item 8B.

I, Pamela Aalderink, the duly appointed Clerk of the City of the Village of Douglas, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Douglas City Council at a regular meeting held on Monday, June 5, 2023 in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

CITY OF THE VILLAGE OF DOUGLAS

BY: _____
Pamela Aalderink, City Clerk



MEMORANDUM
CITY COUNCIL WORKSHOP
June 5, 2023 at 7:00 PM

TO: Rich LaBombard, City Manager

FROM: Matt Smith, Treasurer

DATE: May 25, 2023

SUBJECT: Employee Health Insurance – PA 152 Option Selection
Resolution 15-2023

As an employer of 18 full-time employees, the City of the Village of Douglas currently provides employees with health and dental benefits through Lighthouse Group.

As the City considers healthcare coverage for its employees, it must also balance the financial benefits and constraints to the City, the benefit needs of the employees, and regulatory requirements such as Public Act 152.

In 2011 the State Legislature passed Public Act 152 which limits the amount a public employer can contribute towards employee health care. The Act limits local units of government to three options:

- 1) paying for 80 percent of employee health insurance
- 2) a hard cap-based amount, or
- 3) to exempt itself (opt-out) from these requirements and determine on its own the appropriate amount to contribute.

Annually the City must select one of these options. The option selected is valid for one year. The City has historically elected the opt-out option.

We also discussed the fluidity of the hard cap option. During the budget workshop preliminary numbers were presented, which showed the City was projected to be \$410 under the hard cap. Tonight, based on the direction received from Council during the budget workshop and other updated information the City is projected to be \$13,387 under the hard cap.

I recommend the City Council adopt by a 2/3rd majority (5 of 7) resolution 15-2023 and exempt the City from the requirements of PA 152.

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

RESOLUTION NO. 15-2023

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

At a regular meeting of the City Council for the City of the Village of Douglas, Michigan, held at the City of the Village of Douglas City Hall, Douglas, Michigan, on the 5th day of June 2023, at 7:00 p.m.

PRESENT:

ABSENT:

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

RESOLUTION

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

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

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

NOW, THEREFORE, be it resolved as follows:

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

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

ADOPTED this 5th day of June, 2023.

CITY OF THE VILLAGE OF DOUGLAS

BY: _____
Jerome Donovan, Mayor

BY: _____
Pamela Aalderink, City Clerk

CERTIFICATION

I, Pamela Aalderink, the duly appointed Clerk of the City of the Village of Douglas, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Douglas City Council at a regular meeting held on June 5, 2023, in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

CITY OF THE VILLAGE OF DOUGLAS

BY: _____
Pamela Aalderink, City Clerk



MEMORANDUM
CITY COUNCIL WORKSHOP
June 5, 2023 at 7:00 PM

TO: Rich LaBombard, City Manager

FROM: Matt Smith, Treasurer

DATE: May 25, 2023

SUBJECT: Adopt Employee Insurance Plan for Fiscal Year 2023-2024
Resolution 16-2023

As an employer of 18 full-time employees, the City of the Village of Douglas currently provides employees with health and dental benefits through Lighthouse Group. They provided 17 proposed health options for consideration. The Options were from Priority health, Blue Care Network, and Priority Health – West MI Partners. Additionally, we received quotes from MESSA and the West Michigan Health Insurance Pool.

As the City considers healthcare coverage for its employees it must also balance the financial benefits and constraints to the City, the benefit needs of the employees, and regulatory requirements such as Public Act 152.

Based on discussions during the budget workshops, the recommended action being presented tonight is to renew the current priority health insurance plans, continue the HSA City contribution policy of \$500 less than the deductible of the high deductible plan, and to set an employee co-share contribution rate of \$50/month. Renewing the City's current Delta Dental plan will not result in any change in premiums.

I recommend that City Council approve resolution 16-2023 approving Fiscal Year 2023-2024 insurance plans, HSA contribution rates, and employee contribution rates.

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

RESOLUTION NO. 16-2023

A RESOLUTION ADOPTING HEALTH & DENTAL INSURANCE PLANS, SETTING HSA CONTRIBUTION LEVELS AND EMPLOYEE CONTRIBUTION LEVELS

At a regular meeting of the City Council for the City of the Village of Douglas, Michigan, held at the City of the Village of Douglas City Hall, Douglas, Michigan, on the 5th day of June 2023, at 7:00 p.m.

PRESENT:

ABSENT:

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

RESOLUTION

WHEREAS, Lighthouse Group Insurance benefit consultants Tim VanSkuier and Deena Murawski have presented the City of the Village of Douglas with fiscal year 2023-2024 employee health and dental insurance policy options; and

WHEREAS, the Priority Health HMO 90-10, Priority Health HSA 70-30, and Delta Dental HMO Plan have been chosen as the plans that best meets the financial and benefits needs of the City and its employees; and

WHEREAS, Council has chosen to set a City contribution level of \$500 less than the deductible for any employee who selects the Priority Health HSA 70-30 Plan; and

WHEREAS, Council has chosen to set employee contribution levels at \$50 per month.

NOW, THEREFORE LET IT BE KNOWN that the City of the Village of Douglas City Council does hereby approve and accept the proposed fiscal year 2023-2024 employee health and dental insurance plans, HSA contribution rates, and employee contribution rates. Said plans and contribution rates will begin on July 1, 2023, and shall be executed by the City Manager and filed in the Clerk’s office.

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

ADOPTED this 5th day of June, 2023.

CITY OF THE VILLAGE OF DOUGLAS

BY: _____
Jerome Donovan, Mayor

BY: _____
Pamela Aalderink, City Clerk

CERTIFICATION

I, Pamela Aalderink, the duly appointed Clerk of the City of the Village of Douglas, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Douglas City Council at a regular meeting held on June 5, 2023, in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

CITY OF THE VILLAGE OF DOUGLAS

BY: _____
Pamela Aalderink, City Clerk



MEMORANDUM
CITY COUNCIL WORKSHOP
June 5, 2023 at 7:00 PM

TO: Rich LaBombard, City Manager

FROM: Matt Smith, Treasurer

DATE: May 25, 2023

SUBJECT: Fiscal Year 2023- 2024 Budget Adoption
Resolution 17-2023

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

The City's property tax millage rate remains at 13.0818. The City Council has chosen to not levy the maximum millage rate to keep taxes as low as possible. For the 2022 tax year, the City had the fifth lowest tax millage rate amongst cities in Allegan, Berrien, Ottawa, and Van Buren Counties.

The overall budget of the City is in balance with revenues exceeding expenditures.

I recommend that the Council adopt the proposed Fiscal Year 2023-2024 annual budget for the City of the Village of Douglas by approving Resolution 17-2023 General Appropriations Act.

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

RESOLUTION NO. 17-2023

**RESOLUTION 17-2023 ADOPTING GENERAL APPROPRIATIONS ACT
FOR THE FISCAL YEAR JULY 1, 2023 – JUNE 30, 2024**

At a regular meeting of the City Council for the City of the Village of Douglas, Michigan, held at the City of the Village of Douglas City Hall, Douglas, Michigan, on the 5th day of June 2023, at 7:00 p.m.

PRESENT:

ABSENT:

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

RESOLUTION

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Title. This Resolution shall be known as the City of the Village of Douglas General Appropriations Act (Fiscal Year 2023-2024).
2. Chief Administrative Officer. The City Manager shall be the Chief Administrative Officer and shall perform the duties of the Chief Administrative Officer enumerated in this Act.
3. Fiscal Officer. The City Treasurer shall be the Fiscal Officer and shall perform the duties of the Fiscal Officer enumerated in this Act.
4. Public Hearings on the Budget. Pursuant to the Act, notice of a public hearing on the proposed budget was published in a newspaper of general circulation as required by law, and a public hearing on the proposed budget was held on June 5, 2023. A copy of the proposed budget was available for public inspection as required by the Charter.
5. Estimated Revenues. Estimated City general fund revenues for fiscal year 2023-2024, including a charter operating millage of 13.0818 mills (inclusive of Headlee rollback), and various miscellaneous revenues shall total \$3,603,224.
6. Millage Levy. The Council of the City of the Village of Douglas shall cause to be levied and collect the general property tax millage against all classes of assessable property, at taxable valuations, as approved by the Board of Commissioners for Allegan County, the State Tax Commission, and any anticipated adjustments of the Michigan Tax Tribunal for the Fiscal Year July 1, 2023 through June 30, 2024 as follows:

Property Tax Millage

| <u>Designated Purpose</u> | <u>Rate</u> | <u>Amount</u> |
|----------------------------------|--------------------|----------------------|
| General Operating | 13.0818 | \$2,870,000 |

7. Estimated Expenditures. Estimated City general fund expenditures for Fiscal Year 2023-2024 for the various City activities are as shown in exhibit A.

8. Estimated revenues and expenditures by fund for all other funds as shown in exhibit B.
9. Adoption of Budget by Reference. The general fund budget for the City for 2023-2024 is hereby adopted by reference, with revenues and activity expenditures as indicated in Sections 5 and 7 of this Resolution. All other funds budgets for the City for 2023-2024 is hereby adopted by reference with revenues and activities as indicated in Section 8 of this resolution.
10. Appropriation not a Mandate to Spend. Appropriations will be deemed maximum authorizations to incur expenditures. The Fiscal Officer shall exercise supervision and control to ensure that expenditures are within appropriations, and shall not issue any order for expenditures that exceed appropriations.

Exhibit A: General Fund

| DEPARTMENT | DESCRIPTION | 2021-22 ACTIVITY | 2022-23 ACTIVITY THRU 05/23/23 | 2023-24 RECOMMENDED BUDGET |
|----------------------------------|-----------------------|---------------------|--------------------------------------|----------------------------------|
| TOTAL ESTIMATED REVENUES | | 3,200,334 | 3,394,682 | 3,603,224 |
| APPROPRIATIONS | | | | |
| 101.000 | LEGISLATIVE | 15,507 | 12,648 | 22,376 |
| 172.000 | MANAGER | 166,799 | 153,057 | 182,590 |
| 215.000 | CLERK/TREASURER | 328,122 | 296,500 | 324,615 |
| 223.000 | AUDITOR | 9,300 | 9,400 | 7,500 |
| 257.000 | ASSESSING | 60,411 | 54,762 | 67,885 |
| 262.000 | ELECTION | 9,459 | 8,031 | 16,672 |
| 265.000 | BUILDING & GROUNDS | 140,402 | 121,951 | 174,690 |
| 266.000 | ATTORNEY | 14,718 | 67,502 | 85,000 |
| 301.000 | POLICE | 703,882 | 646,758 | 747,540 |
| 463.000 | GENERAL STREETS & ROW | 309,874 | 224,169 | 407,260 |
| 701.000 | PLANNING & ZONING | 281,633 | 277,362 | 422,660 |
| 751.000 | PARKS & RECREATION | 446,674 | 206,093 | 209,135 |
| 802.000 | COMMUNITY PROMOTIONS | 20,105 | 11,976 | 22,500 |
| 850.000 | INSURANCE & BONDS | 38,315 | 40,772 | 43,000 |
| 966.000 | TRANSFERS OUT | 708,732 | 400,000 | 592,000 |
| TOTAL EXPENDITURES | | 3,253,933 | 2,530,981 | 3,325,423 |
| Surplus(Deficit) | | (53,599) | 863,701 | 277,801 |
| PROJECTED BEGINNING FUND BALANCE | | | | 2,236,294 |
| ENDING FUND BALANCE | | | | 2,514,095 |

Exhibit B: All Other Funds

| DEPARTMENT | DESCRIPTION | 2021-22 ACTIVITY | 2022-23 ACTIVITY THRU 05/01/21 | 2023-24 RECOMMENDED BUDGET |
|---------------------|----------------------------------|---------------------|--------------------------------------|----------------------------------|
| MAJOR STREET FUND | ESTIMATED REVENUES | 692,013 | 441,513 | 340,100 |
| | TOTAL EXPENDITURES | 869,742 | 199,470 | 390,215 |
| | Surplus(Deficit) | (177,729) | 242,043 | (50,115) |
| | PROJECTED BEGINNING FUND BALANCE | | | 154,996 |
| | ENDING FUND BALANCE | | | 104,881 |
| LOCAL STREET FUND | ESTIMATED REVENUES | 484,807 | 418,535 | 272,950 |
| | TOTAL EXPENDITURES | 748,241 | 424,254 | 336,485 |
| | Surplus(Deficit) | (263,434) | (5,719) | (65,535) |
| | PROJECTED BEGINNING FUND BALANCE | | | 145,624 |
| | ENDING FUND BALANCE | | | 82,089 |
| SCHULTZ PARK LAUNCH | ESTIMATED REVENUES | 32,296 | 23,414 | 25,100 |
| | TOTAL EXPENDITURES | 6,718 | 8,721 | 28,050 |
| | Surplus(Deficit) | 25,578 | 14,693 | (2,950) |
| | PROJECTED BEGINNING FUND BALANCE | | | 118,079 |
| | ENDING FUND BALANCE | | | 115,129 |
| BROWNFIELD FUND | ESTIMATED REVENUES | 65,000 | 75,000 | 150,000 |
| | TOTAL EXPENDITURES | 135,043 | 39,986 | 150,000 |
| | Surplus(Deficit) | (70,043) | 35,014 | - |
| | PROJECTED BEGINNING FUND BALANCE | | | 40,221 |
| | ENDING FUND BALANCE | | | 40,221 |
| HARBOR AUTHORITY | ESTIMATED REVENUES | - | - | 14,000 |
| | TOTAL EXPENDITURES | 800 | 156 | 15,000 |
| | Surplus(Deficit) | (800) | (156) | (1,000) |
| | BEGINNING FUND BALANCE | | | 5,132 |
| | ENDING FUND BALANCE | | | 4,132 |
| DDA | ESTIMATED REVENUES | 33,816 | 49,424 | 49,942 |
| | TOTAL EXPENDITURES | 105,785 | 29,649 | 69,800 |
| | Surplus(Deficit) | (71,969) | 19,775 | (19,858) |
| | BEGINNING FUND BALANCE | | | 61,586 |
| | ENDING FUND BALANCE | | | 41,728 |

| DEPARTMENT | DESCRIPTION | 2021-22 ACTIVITY | 2022-23 ACTIVITY THRU 05/01/21 | 2023-24 RECOMMENDED BUDGET |
|--------------------|----------------------------------|---------------------|--------------------------------------|----------------------------------|
| BLUE STAR CORRIDOR | ESTIMATED REVENUES | 140,908 | 104,255 | 103,000 |
| | TOTAL EXPENDITURES | - | 20,077 | 50,000 |
| | Surplus(Deficit) | 140,908 | 84,178 | 53,000 |
| | PROJECTED BEGINNING FUND BALANCE | | | 105,244 |
| | ENDING FUND BALANCE | | | 158,244 |
| WATER/SEWER FUND | ESTIMATED REVENUES | 49,075 | 196,361 | 444,687 |
| | TOTAL EXPENDITURES | 306,877 | 69,879 | 567,359 |
| | Surplus(Deficit) | (257,802) | 126,482 | (122,672) |
| | PROJECTED BEGINNING FUND BALANCE | | | 156,679 |
| | ENDING FUND BALANCE | | | 34,007 |
| DOUGLAS MARINA | ESTIMATED REVENUES | 220,663 | 44,125 | 133,000 |
| | TOTAL EXPENDITURES | 176,995 | 72,537 | 150,850 |
| | Surplus(Deficit) | 43,668 | (28,412) | (17,850) |
| | PROJECTED BEGINNING FUND BALANCE | | | 26,614 |
| | ENDING FUND BALANCE | | | 8,764 |
| EQUIPMENT FUND | ESTIMATED REVENUES | 390,505 | 36,543 | 202,894 |
| | TOTAL EXPENDITURES | 276,197 | 492,811 | 254,500 |
| | Surplus(Deficit) | 114,308 | (456,268) | (51,606) |
| | PROJECTED BEGINNING FUND BALANCE | | | 697,707 |
| | ENDING FUND BALANCE | | | 646,101 |

CITY OF THE VILLAGE OF DOUGLAS

ANNUAL BUDGET

FOR THE Fiscal Year Ending June 30, 2024



July 1, 2023

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Community & Government

Personnel & Council Summary

City Council

| | |
|--------------------------------|------------------------|
| Mayor: Jerome Donovan | Term Ending: Nov. 2023 |
| Mayor Pro Tem: Cathy North | Term Ending: Nov. 2023 |
| Councilperson: Robert Naumann | Term Ending: Nov. 2023 |
| Councilperson: Gregory Freeman | Term Ending: Nov. 2024 |
| Councilperson: Neal Seabert | Term Ending: Nov. 2024 |
| Councilperson: Randy Walker | Term Ending: Nov. 2024 |
| Councilperson: John O'Malley | Term Ending: Nov. 2024 |

City Hall Staff

| | |
|--|-------------------------|
| City Manager: Rich LaBombard | Started: June 2019 |
| City Clerk: Pam Aalderink | Started: September 2008 |
| Deputy Clerk: Laura Kasper | Started: September 2022 |
| City Treasurer/ Finance Director: Matt Smith | Started: August 2020 |
| City Planner/ Economic Development: Joe Blair | Started: May 2023 |
| Executive Assistant/ Project Manager: Jennifer Pearson | Started: April 2017 |
| City Assessor: Tom Doane | Started: December 2020 |

Police Department

| | |
|---|------------------------|
| Police Chief: Steve Kent | Started: August 1986 |
| Corporal: Lori Warsen | Started: January 2006 |
| Police Officer: Anthony Brown | Started: November 2022 |
| Police Officer: Tino Reyes | Started: July 1993 |
| Police Dept. Admin. Assistant: Ashley Janik | Started: August 2013 |

Public Works

| | |
|---------------------------------------|-----------------------|
| Director: Ricky Zoet | Started: June 2019 |
| Lead Equipment Operator: Greg Salinas | Started: October 2018 |
| Equipment Operator: Vacant | Started: |
| Equipment Operator: Cody Carpenter | Started: March 2019 |
| Equipment Operator: Kyle Hooker | Started: March 2020 |
| Equipment Operator: Bill Brown | Started: October 2020 |

Budgeting Policies & Procedures

A Reader's Guide to Budgeting

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

Uniform Budgeting Act

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

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

Basis of Budgeting

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

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

Fund Structure of Approved Budget

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

Fund Accounting

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

Governmental Funds

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

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

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

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

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

Proprietary Funds

Item 8E.

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

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

Fiduciary Funds

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

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

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

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

Budgeting Procedures

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

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

Strategic Planning Process

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

Budget Review and Analysis

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

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

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

Building the Proposed Budget

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

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

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

City Council Adoption

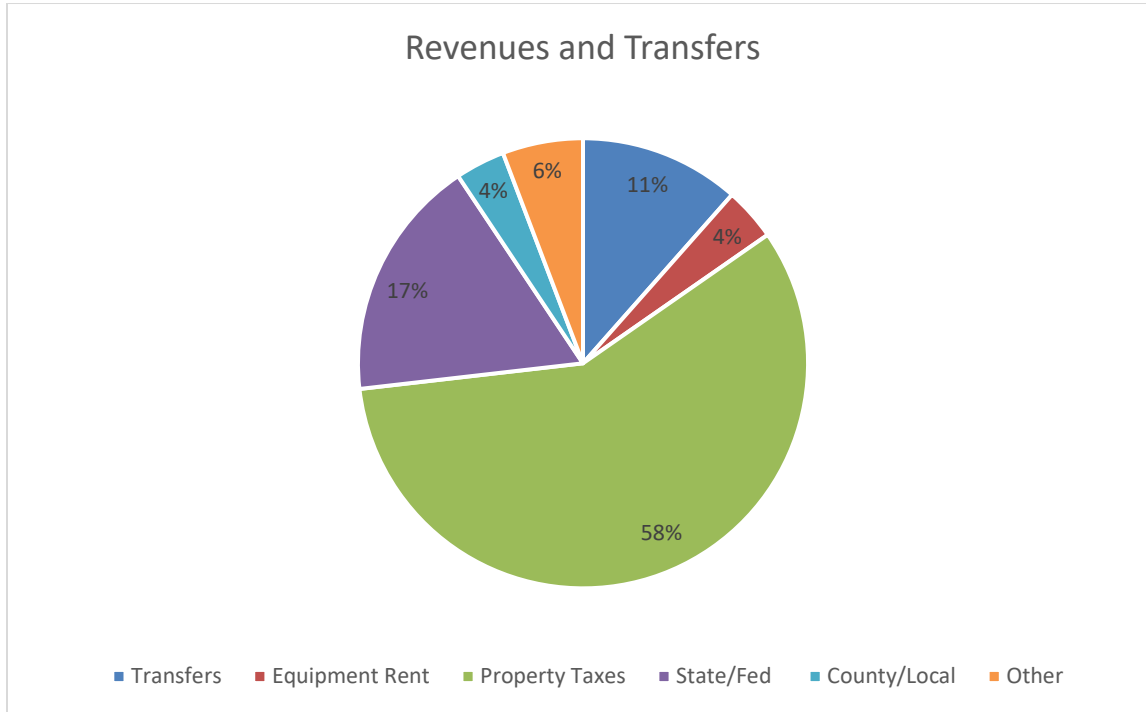
After completion of the budget workshop sessions, the proposed budget is published on the City's website and public hearings are held for the budget and the City's millage rate. After completion of the public hearings, the City Treasurer would make any adjustments as necessary under the direction of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

Budget Amendment Process

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

Overview of Financial Data

Revenue



The City’s revenue and transfers budget for fiscal year 2023-2024 was \$5,338,897. This was up from the prior year as a result of a one year pause on DPW equipment rent, grant revenues, and an increasing taxable value. Highlights of this year’s revenue and transfers budget include maintaining the City’s property tax rate and the Drinking Water Asset Management Grand funding.

Property Taxes

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

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

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

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

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

Other Sources of Revenue

While property taxes are the major source of revenue for the City (80% of General Fund Revenues), there are other sources the City relies upon during the year.

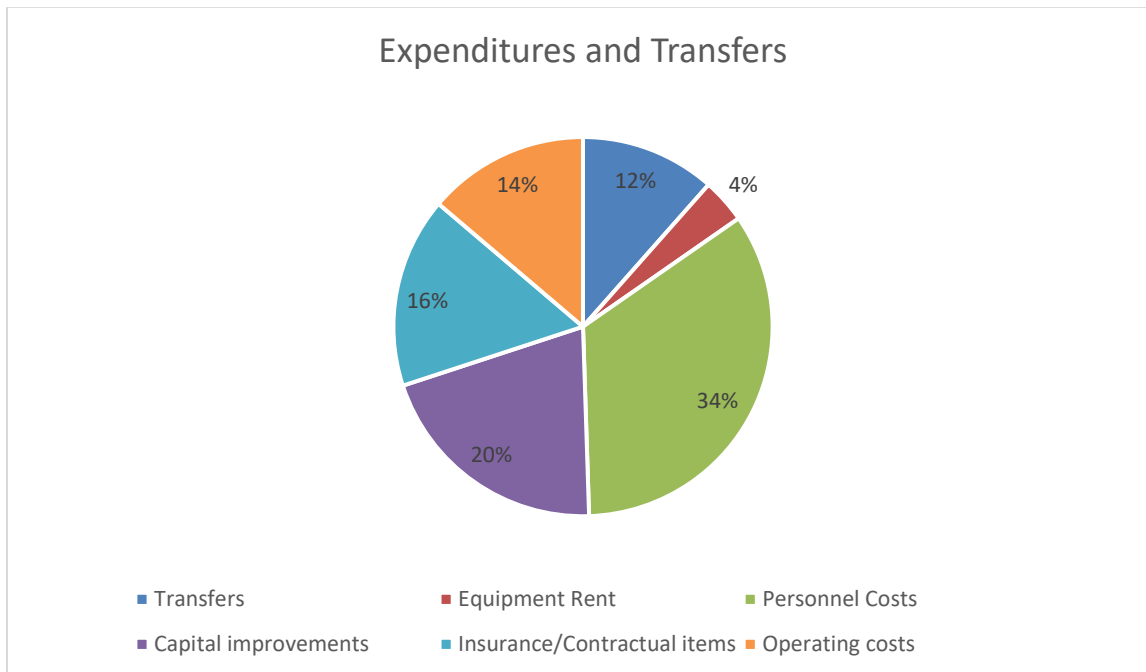
Revenues received from the State of Michigan are a very important source of revenue for the City. State shared revenue estimates, which are determined by a formula based upon population and type of local government (i.e. city, village, township). Street funds come to the City from the Michigan Department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

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

Expenditures

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

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



The City’s expenditures and transfers budget for fiscal year 2023-2024 was \$5,337,682. Highlights of this year’s expenditures and transfers budget include a 4.4% cost of living increase for employees and continued focus on capital improvements primarily for water/sewer infrastructure.

General Fund

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

Departments

Legislative (101)

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

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

Manager (172)

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

Expenditures in this department include City Manager's wages, benefits, training funds, supplies and association dues.

Clerk/Treasurer (215)

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

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

Expenditures in this department include City Clerk, Deputy Clerk and City Treasurer wages and benefits, software and website fees, training, postage, association dues and supplies. The City has budgeted for the review of IT services and for document scanning.

Auditor (223)

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

Assessor (257)

The City Assessor keeps the records of all property located within the City. The Assessor computes and analyzes the property values of all parcels based on sales studies and relevant state laws in correlation with the Allegan County Equalization department.

Expenditures in this department include wages and benefits of the assessor, board of review member wages, software and website fees for the online tax and assessing system, supplies, and postage and printing costs.

Elections (262)

The City elections are overseen by the City Clerk in accordance with federal, state, county and local laws. The Clerk administers elections for federal, state, county, city and school elections ranging from representatives, laws and millage proposals. Also, the City Clerk maintains voter registration records within the City and maintains all City records.

Expenditures in this department include election worker's wages, publishing of notices, voter identification cards, ballots and other election supply costs. The City has budgeted for the purchase of a new tabulator and voter assist equipment this year.

Buildings & Grounds (265)

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

Expenditures include repairs and maintenance, utilities and payroll costs of public works employees for time spent working in, on or for the City's buildings. The City has budgeted for the replacement of several AED devices and staff computers.

Attorney (266)

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

Police (301)

The Police department operates with a Police Chief, a corporal, three full-time officers, and multiple part-time police officers. The Douglas Police department serves the City of Douglas.

All expenditures that are related to the Police department building are expensed in this account instead of the Buildings and Grounds department. Expenditures in this department include all officer wages and benefits, training costs, officer's equipment, prosecuting attorney, liability insurance, utilities, police vehicle repairs and gasoline. The City has budgeted for an additional officer this year replacement of AED devices, an additional speed board, and ballistic vests.

General Streets & Right of Way (463)

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

Expenditures in this department include public works wages and benefits, supplies, street lights, utilities, landscaping services and road and sidewalk maintenance and repairs. The City has budgeted for several storm water projects and wayfinding.

Planning & Zoning (701)

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

Expenditures in this department include City Planner wages and benefits, Planning Commission and Zoning Board of Appeals wages, contracted attorney, engineering and building inspector costs, supplies and software fees. The City has budgeted to update the Zoning ordinances and maps, update the master plan, and tri-community parks and recreation master plan.

Parks & Recreation (751)

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

Expenditures in this department include public works wages and benefits, landscaping services, utilities, City park maintenance, and supplies. The City has budgeted for AED replacements at City parks, wayfinding at Douglas beach, installation of playground equipment, and assessment of the Union Street boat launch.

Community Promotions (802)

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

Insurance & Bonds (850)

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

Transfers Out (966)

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

City of the Village of Douglas Fund Balance Policy

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

Special Revenue Funds

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

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

Major and Local Street Funds (202 & 203)

The Major Street Fund and the Local Street Fund receive revenue from the state through Public Act 51 which uses a formula to share gas and weight taxes to governmental entities at the state, county and local levels. The revenue received from Act 51 only covers about one-third of the operating costs in each of these two funds. The rest of the expenditures are covered by a transfer from the General Fund. These two funds account for the repairs and maintenance of the city streets and sidewalks including snowplowing. The City has budgeted for a new 5 year road plan, improved signage on Water Street, sidewalk improvements, and maintenance cover adjustments.

Schultz Park Launch Ramp Fund (213)

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

Other Funds

Marina Fund (594)

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

Capital Project Funds

Blue Star Corridor Improvement Fund (403)

The Blue Star Corridor Improvement Fund collects revenue from the State related to adult use marihuana and pays for infrastructure improvements along the blue star corridor. The City has budgeted for a welcome sign, wayfinding, and cost sharing with the DDA on a gateway sign.

Water and Sewer Revolving Fund (450)

The Water and Sewer Fund collects revenue from connection fees for water and sewer connections and pays for repairs on the city's water and sewer system. The City of the Village of Douglas collaborates with the Kalamazoo Lake Sewer & Water Authority to administer the day-to-day activities of the sewer and water system. The City has budgeted for lead service line replacement, a Water Asset Management plan, the Drinking Water Asset Management grant, development of municipal utility standards, and water drainage work.

Internal Service Fund

Equipment Rental Fund (660)

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

Internal Service Funds are proprietary funds and are accounted for with a full accrual basis. Internal Service Funds are to be accounted for differently than the General Fund and Special Revenue Funds because their economic factors are different meaning they activities should be accounted for like a standard for-profit business and not a governmental entity. For the 2023-2024 fiscal budget the City has budgeted for the purchase of public works equipment including tractors, mowers, brine tanks, hand tools, and GIS equipment.

Component Units

Brownfield Redevelopment Authority (243)

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

Harbor Authority (245)

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

Downtown Development Authority (248)

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

CITY OF THE VILLAGE OF DOUGLAS

COUNTY OF ALLEGAN

STATE OF MICHIGAN

RESOLUTION ADOPTING GENERAL APPROPRIATIONS ACT

FOR THE FISCAL YEAR JULY 1, 2023 – JUNE 30, 2024

RESOLUTION

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Title. This Resolution shall be known as the City of the Village of Douglas General Appropriations Act (Fiscal Year 2023-2024).
2. Chief Administrative Officer. The City Manager shall be the Chief Administrative Officer and shall perform the duties of the Chief Administrative Officer enumerated in this Act.
3. Fiscal Officer. The City Treasurer shall be the Fiscal Officer and shall perform the duties of the Fiscal Officer enumerated in this Act.
4. Public Hearings on the Budget. Pursuant to the Act, notice of a public hearing on the proposed budget was published in a newspaper of general circulation as required by law, and a public hearing on the proposed budget was held on June 5, 2023. A copy of the proposed budget was available for public inspection as required by the Charter.
5. Estimated Revenues. Estimated City general fund revenues for fiscal year 2023-2024, including a charter operating millage of 13.0818 mills (inclusive of Headlee rollback), and various miscellaneous revenues shall total \$3,603,224.

- 6. Millage Levy. The Council of the City of the Village of Douglas shall cause to be levied and collect the general property tax millage against all classes of assessable property, at taxable valuations, as approved by the Board of Commissioners for Allegan County, the State Tax Commission, and any anticipated adjustments of the Michigan Tax Tribunal for the Fiscal Year July 1, 2023 through June 30, 2024 as follows:

Property Tax Millage

| <u>Designated Purpose</u> | <u>Rate</u> | <u>Amount</u> |
|----------------------------------|--------------------|----------------------|
| General Operating | 13.0818 | \$2,870,000 |

- 7. Estimated Expenditures. Estimated City general fund expenditures for Fiscal Year 2023-2024 for the various City activities are as shown in exhibit A.
- 8. Estimated revenues and expenditures by fund for all other funds as shown in exhibit B.
- 9. Adoption of Budget by Reference. The general fund budget for the City for 2023-2024 is hereby adopted by reference, with revenues and activity expenditures as indicated in Sections 5 and 7 of this Resolution. All other funds budgets for the City for 2023-2024 is hereby adopted by reference with revenues and activities as indicated in Section 8 of this resolution.
- 10. Appropriation not a Mandate to Spend. Appropriations will be deemed maximum authorizations to incur expenditures. The Fiscal Officer shall exercise supervision and control to ensure that expenditures are within appropriations, and shall not issue any order for expenditures that exceed appropriations.

Exhibit A: General Fund

Item 8E.

| DEPARTMENT | DESCRIPTION | 2021-22 ACTIVITY | 2022-23 ACTIVITY THRU 05/23/23 | 2023-24 RECOMMENDED BUDGET |
|----------------------------------|-----------------------|---------------------|--------------------------------------|----------------------------------|
| TOTAL ESTIMATED REVENUES | | 3,200,334 | 3,394,682 | 3,603,224 |
| APPROPRIATIONS | | | | |
| 101.000 | LEGISLATIVE | 15,507 | 12,648 | 22,376 |
| 172.000 | MANAGER | 166,799 | 153,057 | 182,590 |
| 215.000 | CLERK/TREASURER | 328,122 | 296,500 | 324,615 |
| 223.000 | AUDITOR | 9,300 | 9,400 | 7,500 |
| 257.000 | ASSESSING | 60,411 | 54,762 | 67,885 |
| 262.000 | ELECTION | 9,459 | 8,031 | 16,672 |
| 265.000 | BUILDING & GROUNDS | 140,402 | 121,951 | 174,690 |
| 266.000 | ATTORNEY | 14,718 | 67,502 | 85,000 |
| 301.000 | POLICE | 703,882 | 646,758 | 747,540 |
| 463.000 | GENERAL STREETS & ROW | 309,874 | 224,169 | 407,260 |
| 701.000 | PLANNING & ZONING | 281,633 | 277,362 | 422,660 |
| 751.000 | PARKS & RECREATION | 446,674 | 206,093 | 209,135 |
| 802.000 | COMMUNITY PROMOTIONS | 20,105 | 11,976 | 22,500 |
| 850.000 | INSURANCE & BONDS | 38,315 | 40,772 | 43,000 |
| 966.000 | TRANSFERS OUT | 708,732 | 400,000 | 592,000 |
| TOTAL EXPENDITURES | | 3,253,933 | 2,530,981 | 3,325,423 |
| Surplus(Deficit) | | (53,599) | 863,701 | 277,801 |
| PROJECTED BEGINNING FUND BALANCE | | | | 2,236,294 |
| ENDING FUND BALANCE | | | | 2,514,095 |

Exhibit B: All Other Funds

| DEPARTMENT | DESCRIPTION | 2021-22 ACTIVITY | 2022-23 ACTIVITY THRU 05/01/21 | 2023-24 RECOMMENDED BUDGET |
|---------------------|----------------------------------|---------------------|--------------------------------------|----------------------------------|
| MAJOR STREET FUND | ESTIMATED REVENUES | 692,013 | 441,513 | 340,100 |
| | TOTAL EXPENDITURES | 869,742 | 199,470 | 390,215 |
| | Surplus(Deficit) | (177,729) | 242,043 | (50,115) |
| | PROJECTED BEGINNING FUND BALANCE | | | 154,996 |
| | ENDING FUND BALANCE | | | 104,881 |
| LOCAL STREET FUND | ESTIMATED REVENUES | 484,807 | 418,535 | 272,950 |
| | TOTAL EXPENDITURES | 748,241 | 424,254 | 336,485 |
| | Surplus(Deficit) | (263,434) | (5,719) | (65,535) |
| | PROJECTED BEGINNING FUND BALANCE | | | 145,624 |
| | ENDING FUND BALANCE | | | 82,089 |
| SCHULTZ PARK LAUNCH | ESTIMATED REVENUES | 32,296 | 23,414 | 25,100 |
| | TOTAL EXPENDITURES | 6,718 | 8,721 | 28,050 |
| | Surplus(Deficit) | 25,578 | 14,693 | (2,950) |
| | PROJECTED BEGINNING FUND BALANCE | | | 118,079 |
| | ENDING FUND BALANCE | | | 115,129 |
| BROWNFIELD FUND | ESTIMATED REVENUES | 65,000 | 75,000 | 150,000 |
| | TOTAL EXPENDITURES | 135,043 | 39,986 | 150,000 |
| | Surplus(Deficit) | (70,043) | 35,014 | - |
| | PROJECTED BEGINNING FUND BALANCE | | | 40,221 |
| | ENDING FUND BALANCE | | | 40,221 |
| HARBOR AUTHORITY | ESTIMATED REVENUES | - | - | 14,000 |
| | TOTAL EXPENDITURES | 800 | 156 | 15,000 |
| | Surplus(Deficit) | (800) | (156) | (1,000) |
| | BEGINNING FUND BALANCE | | | 5,132 |
| | ENDING FUND BALANCE | | | 4,132 |
| DDA | ESTIMATED REVENUES | 33,816 | 49,424 | 49,942 |
| | TOTAL EXPENDITURES | 105,785 | 29,649 | 69,800 |
| | Surplus(Deficit) | (71,969) | 19,775 | (19,858) |
| | BEGINNING FUND BALANCE | | | 61,586 |
| | ENDING FUND BALANCE | | | 41,728 |

| DEPARTMENT | DESCRIPTION | 2021-22 ACTIVITY | 2022-23 ACTIVITY THRU 05/01/21 | 2023-24 RECOMMENDED BUDGET |
|--------------------|----------------------------------|---------------------|--------------------------------------|----------------------------------|
| BLUE STAR CORRIDOR | ESTIMATED REVENUES | 140,908 | 104,255 | 103,000 |
| | TOTAL EXPENDITURES | - | 20,077 | 50,000 |
| | Surplus(Deficit) | 140,908 | 84,178 | 53,000 |
| | PROJECTED BEGINNING FUND BALANCE | | | 105,244 |
| | ENDING FUND BALANCE | | | 158,244 |
| WATER/SEWER FUND | ESTIMATED REVENUES | 49,075 | 196,361 | 444,687 |
| | TOTAL EXPENDITURES | 306,877 | 69,879 | 567,359 |
| | Surplus(Deficit) | (257,802) | 126,482 | (122,672) |
| | PROJECTED BEGINNING FUND BALANCE | | | 156,679 |
| | ENDING FUND BALANCE | | | 34,007 |
| DOUGLAS MARINA | ESTIMATED REVENUES | 220,663 | 44,125 | 133,000 |
| | TOTAL EXPENDITURES | 176,995 | 72,537 | 150,850 |
| | Surplus(Deficit) | 43,668 | (28,412) | (17,850) |
| | PROJECTED BEGINNING FUND BALANCE | | | 26,614 |
| | ENDING FUND BALANCE | | | 8,764 |
| EQUIPMENT FUND | ESTIMATED REVENUES | 390,505 | 36,543 | 202,894 |
| | TOTAL EXPENDITURES | 276,197 | 492,811 | 254,500 |
| | Surplus(Deficit) | 114,308 | (456,268) | (51,606) |
| | PROJECTED BEGINNING FUND BALANCE | | | 697,707 |
| | ENDING FUND BALANCE | | | 646,101 |

Glossary of Budget and Finance Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CIP: Abbreviation for Capital Improvement Plan.

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

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

CPI: Abbreviation for Consumer Price Index.

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

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

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

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

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

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

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

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

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

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

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

GAAP: Abbreviation for Generally Accepted Accounting Principles.

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

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

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

GFOA: Abbreviation for governmental Finance Officers Association.

GIS: Abbreviation for Geographic Information System.

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

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

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

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

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

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

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

Per Capita Basis: Per unit population.

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

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

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

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

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

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

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

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



MEMORANDUM
REGULAR CITY COUNCIL MEETING
June 5, 2023 at 7:00 PM

TO: City Council

FROM: City Manager LaBombard

DATE: June 5, 2023

SUBJECT: Resolution 18-2023, Marine Special Event Application – 4th of July Fireworks

The City of Douglas has received a Marine Special Event Application from Chad Kostrzewa of Night Magic Displays of LaPorte, Indiana and the City of Saugatuck for 4th of July fireworks. The proposed event is scheduled to take place on Tuesday, July 4 at dusk over Kalamazoo Lake for approximately 20 minutes. The applicant, Chad Kostrzewa, of Night Magic Displays is requesting approval by City Council for liability purposes, the intent is to cover the event in the case one of the shells lands on property located within city limits. Liability for the display has been provided with the City of Douglas listed as additional insured.

The applicant is proposing for Night Magic Displays to use the vacant private land at Safe Harbor Tower Marine to load the uncharged fireworks material onto a barge. Once loaded, the barge is positioned in the Kalamazoo Lake per instruction from the Coast Guard Auxiliary and Saugatuck Township Fire Department. Night Magic charges the fireworks material on the barge in preparation for the event and Allegan County Marine Patrol, Coast Guard Auxiliary, and the Saugatuck Township Fire Department maintain a safe perimeter zone around the barge. Based on the positioning, the barge may or may not be located within the Douglas City limits.

A donation of \$1,000 from Douglas has been budgeted for the event. The donation will be provided to the City of Saugatuck as the organizer of the event.

Sample Motion: I recommend adoption of Resolution 18-2023, to approve the Marine Special Event Application from Night Magic Displays for the 4th of July Fireworks display and financial support in the amount of \$1,000 for the City of Saugatuck.



MEMORANDUM
REGULAR CITY COUNCIL MEETING
June 5, 2023, at 7:00 PM

TO: City Council

FROM: Rich LaBombard, City Manager

SUBJECT: Resolution 19–2023 Intergovernmental Agreement for Blue Star Trail – North Section

The Blue Star Trail Tri-community study committee existed from 2019 – 2020 for the purpose of continuing the Blue Star Trail from the City of Douglas north into the City of Saugatuck and Saugatuck Township to connect to the existing trail in Saugatuck Township. Friends of the Blue Star Trail (FOTBST) worked in coordination with the committee to outline the process to make the continuation of the trail possible. With financial commitment and grants secured for the design and construction of the trail, the City of Saugatuck, Saugatuck Township and FOTBST are at a point to begin the design/bid phase of the trail extension. The committee provided directions to the design engineers on the basic premise of the trail design and route prior to dissolving. FOTBST in coordination with the municipal managers of the City Village of Douglas, Saugatuck Township, and the City of Saugatuck align on the following administrative items to facilitate the construction of the multi-modal path (Blue Star Trail) through the respective jurisdictions:

- Revised Intergovernmental Agreement (with cost commitments from Saugatuck and Saugatuck Township)
- C2AE Phase 2 Contract for final design and construction
 - C2AE Phase 2 Contract Phasing and Costs:
 - Design Phase \$49,010 T&M, not to exceed (NTE)
 - Construction Engineering Phase \$89,896 T&M, Estimated
 - Topographic Survey \$13,500 LS (shared cost)
 - Archaeologic Survey \$12,444 LS (Saugatuck Township sole cost)
 - TOTAL ESTIMATED FEES \$164,900

Attachments included:

- Intergovernmental Agreement
- C2AE Phase 2 Agreement
- Flow Chart for project flow
- Map

The Friends of the Blue Star Trail have provided financial support for connecting the Blue Star Trail to neighboring communities. Design costs to date have been funded by the Friends of the Blue Star Trail.

There is no financial obligation from the City of Douglas for this activity.

The agreement has been reviewed by the City Attorney.

I recommend the City Council approve Resolution 19-2023 the Intergovernmental Agreement to retain engineering services for Phase 2, the north section of the Blue Star Trail.

RESOLUTION 19-2023
INTERGOVERNMENTAL AGREEMENT

TO RETAIN ENGINEERING SERVICES FOR PHASE 2
THE NORTH SECTION OF THE BLUE STAR TRAIL

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

RECITALS

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

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

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

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

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

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

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

WHEREAS the parties and the FOTBST have agreed to pay the reasonable fees of C2AE related to the Project as set forth below; and

WHEREAS C2AE has provided a proposal for the Phase 2 engineering work for the Project and the Municipalities and the FOTBST desire to retain C2AE to complete Phase 2 engineering; and

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

CORE TERMS

NOW, THEREFORE, the parties agree as follows:

1. The Municipalities will all execute the phase 2 contract, attached, at a meeting of their respective governing body.
2. To minimize costs and the risk of miscommunication, the parties hereby designate Ryan Heise, Saugatuck City Manager, as their liaison for the project (the "Project Liaison"). The Project Liaison shall be principal contact for the engineering firm. The Project Liaison shall provide regular status reports on the project to the Project/Advisory Team, which consists of representatives of each municipality and the FOTBST. Further, the Project Liaison shall consult with the chief administrative officer (i.e. the municipal manager) for the municipality before making any material decisions regarding the design of a trail segment located in that municipality.
3. Any changes in the scope of work to be provided by C2AE under this contract must be approved in writing by the Project Liaison, in consultation with the Project/Advisory Team and the chief administrative officer for each municipality in which the affected portion of the trail is located. Further, each municipality is free to retain C2AE or another individual or entity to render additional services to it under a separate agreement.
4. The Municipalities and FOTBST agree to share in payment of C2AE's fees as follows:

| Party | Commitment Toward Match | % of Total Commitment | Dollar Share for Phase 2 |
|----------|-------------------------|-----------------------|--------------------------|
| FOTBST | \$205,000 | 77.3 % | \$48,320 |
| City | 50,000 | 18.8 | 11,751 |
| Township | 10,000 | 3.7 | 2, 312 |

In addition, the Township has agreed to pay the fee for the archeological consultant to perform the services required by MDOT within the boundaries of the Township.

5. The parties expect to follow these procedures for dealing with C2AE's fees (6-12):
6. C2AE will break down its work into appropriate segments.
7. Prior to beginning work on the next segment, C2AE will provide a not-to-exceed estimate of its fee to the Project Liaison and to the FOTBST.
8. The Allegan County Community Foundation, as fiduciary to the FOTBST, will confirm in writing to the Project Liaison that it has sufficient funds on account to pay the fee for Phase 2.
9. The Project Liaison will authorize C2AE to commence work on the next segment absent an objection by a Municipality. Municipalities shall have ten (10) working days to object/challenge the scope of work/estimate prior to the start of each segment.
10. C2AE will issue monthly invoices according to the terms of its contract.
11. Upon approval by the Project Liaison and the FOTBST, the FOTBST will authorize the ACCF to pay the invoice from the FOTBST's account [or from a new account to be set up dedicated to the TCC Project].
12. Subject to the terms of the contract with C2AE, the Project Liaison, in consultation with the Project/Advisory Team, may determine to suspend or halt the work of C2AE at any time.

MISCELLANEOUS

13. Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter hereof, except as expressly stated herein.
14. No Presumption. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted.

15. Severability of Provisions. If any provision of this Agreement, or its application to any Person or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected but will be enforced to the extent permitted by law.
16. Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan without regard to the doctrine of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.
17. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement. They are solely for convenience of reference and do not affect this Agreement's interpretation.
18. Terminology. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.
19. Cross-References. References in this Agreement to any Article include all Sections, subsections, and paragraphs in the Article; references in this Agreement to any Section include all subsections and paragraphs in the Section.
20. Jurisdiction and Venue. In the event of any dispute between the Parties over the meaning, interpretation or implementation of the terms, covenants or conditions of this Agreement, the matter under dispute, unless resolved between the parties, shall be submitted to the courts of the State of Michigan.
21. Amendment. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement of all Parties. In the event that an amendment to this Agreement or alternative form of Agreement is approved by less than all Parties, any Party which has not approved of the amendment or alternative form of Agreement may withdraw from the Agreement.
22. Execution of Agreement; Counterparts. Each Party shall duly execute three (3) counterparts of this Agreement, each of which (taken together) is an original but all of which constitute one instrument.

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

CITY OF THE VILLAGE OF DOUGLAS

By: _____

Its: _____

DATE: _____

CITY OF SAUGATUCK

By: _____

Its: _____

DATE: _____

SAUGATUCK TOWNSHIP

By: _____

Its: _____

DATE: _____



106 W. Allegan St. Suite 500
Lansing, MI 48933
O: 517.371.1200
www.c2ae.com

April 6, 2023

Mr. Ryan Heise, Manager
City of Saugatuck
347 Water Street
Saugatuck, MI 49453

Re: Master Agreement for Professional Services: Design and Construction Administration Services, Blue Star Trail

Dear Mr. Heise,

C2AE is pleased to provide the City of Saugatuck, City of the Village of Douglas, and Saugatuck Township with our Proposal for professional services for the Blue Star Trail project. We have structured this agreement to include a scope of services and assumptions for the Overall Trail Implementation Plan. Since the project is in the early phases, our fees have been estimated based on current construction costs. As the project progresses and each phase is better defined, we will confirm our assumptions and revise the fees if necessary.

As a reminder, project manager Charles Owens will act as the lead contact for this project and will be responsible for updates to the Master Agreement as the authorized representative for C2AE. His email address is rusti.owens@c2ae.com, his office phone number is 517-371-1200, and his cell phone number is 517-202-4219.

We have assembled a strong project team that will provide expertise in all of the areas required for a successful outcome. Our key subconsultants all have significant experience with aspects of trail development. Our subconsultants include Driesenga and Associates for Topographic Survey and Stantec for Archaeologic Surveys.

We appreciate the opportunity to submit this Proposal and are honored to continue to play a key role in the Blue Star Trail development in lower Michigan. We are committed to working diligently to drive a positive public perception of the initial trail segment and creation of an overall process for raising the project’s visibility, engaging the local communities, and sustaining public enthusiasm. Feel free to contact us with any questions regarding this Proposal.

TEAM MEMBERS AND GENERAL DEFINITIONS

1. The following Teams will be connected to the Project:
 - a. Project Team: Blue Star Trail – This will be the core group that will meet to discuss project details for the overall project. Meetings may occur bi-monthly, depending on need.
 - b. Stakeholder Teams: Specific teams will be developed for the trail that will include representatives from local community agencies, organizations and businesses.
 - c. Trail Teams: Representatives supporting the trail planning efforts in each community.

2. The following general definitions apply to this Agreement:
 - a. Initial Design (previously completed) The preliminary work to plan and scope routes and evaluate alternatives, develop preliminary costs, conduct public outreach. Determine the final routing plan to the point that fairly accurate cost estimates and grant applications can be completed, and/or updated. Typically, this represents 30% design completion using available mapping resources. It does not typically include detailed field topographic surveys.
 - b. Preliminary Design: From completion of the Initial design phase to approximately 65% complete design, such that final trail routing is finalized and approved by the Project and Stakeholder Teams and the Construction Documents phase can commence with certainty.
 - c. Construction Documents (CD Phase): from design development through the point where final plans and bid documents are complete and ready for advertisement for bidding by contractors.
 - d. Bidding Phase: From bid advertisement through bid opening, tabulations and recommendation for award.
 - e. Construction Engineering
 - 1) Construction Administration: Office administration of the Construction Contract, pay request, change orders, and other documentation.
 - 2) Construction Observation and Testing: Field observation and testing services.
 - f. Public Outreach: All phases of the work will require various forms of public and community outreach, depending on the project location and property ownership circumstances. This may vary from public information meetings, targeted group meetings to individual property owner meetings.

METHOD OF APPROACH/WORK PLAN

Task I – Design

1. The design process will commence with a kick-off meeting held with Project Team officials, stakeholders and other team members to review past activities, gather existing data for review, explore project goals, identify the stakeholders for the project, review the scope and discuss the critical elements of the proposed improvements, including schedule, hours, and budget, and the Project Team's critical success factors specific to this project.
2. Base plans will be prepared in accordance with MDOT standards using the current version. The plans will be prepared using English units in accordance with Project Team and MDOT requirements at scales approved by the Project Team.
3. At the completion of the topographic and pickup survey, the base plans will be prepared and utility locations received will be placed on the plans.
4. Coordination with the utility companies will continue through the design phase.
5. We will identify potential right-of-way issues (permanent and temporary) based on the City's assessor maps and as-constructed drawings and completed survey. The general information will be provided for the C Project Team ity's use in securing the property required.

6. Meet with Project Team staff on a monthly basis during the design phase to update progress and submit a written progress report on a monthly basis, which will identify work that was completed, work to be completed in the next period, budget status and decisions needed from the Project Team.
7. Utility Coordination: From the prepared base mapping prepare a preliminary conflict analysis matrix. Conduct a preliminary utility coordination meeting, if required, to coordinate the potential and known conflicts. Where conflicts cannot be resolved through design mitigation, clearly notify the utility companies of their need to relocate and the required relocation completion date.
8. Preliminary Pathway Design: Prepare preliminary plans and specifications (special provisions) according to MDOT's required format and a preliminary opinion of probable construction cost for submittal to the Project Team. Meet with the Project Team to review the preliminary design package.
9. Preliminary Maintenance of Traffic Design: Prepare preliminary maintenance of traffic (vehicular and pedestrian) plans and specifications (special provisions). Meet with the Project Team to review the preliminary design package.
10. Preliminary Permanent Pavement Marking Design: No pavement marking changes are anticipated.
11. SESC/SHPO/MDOT Permit: Prepare draft Soil Erosion Sedimentation Control, SHPO and MDOT Use of State Trunkline permits for Project Team review and comment. Finalize and submit the permit applications. The City of Saugatuck will sign as the permit applicant and pay directly the required application fee(s).
12. Preliminary Plan (75% +/-)/Grade Inspection Submittal: Prepare a Preliminary Plan package of drawings, special provisions, and preliminary engineer's estimate for C Project Team review. Upon Project Team review and approval, submit the Grade Inspection Package to MDOT LAP.
13. Grade Inspection Meeting: Attend the Grade Inspection meeting with the Project Team and MDOT LAP Engineer.
14. Final Design: Prepare final design package in accordance with MDOT LAP format, including plans, specifications and special provisions, as well as opinion of probable construction cost.
15. Final Plans: Prepare final plans including the necessary information and quantities ready for MDOT LAP review and bidding.
16. Project Design Phase Meetings: Attend the following meetings during the course of the project: (1) project kick-off, (1) preliminary plan review, (2) utility coordination with the Project Team and utility companies, (1) maintenance of traffic review meeting, and (2) Project Team coordination meetings.

Task II – Construction Engineering

We anticipate the construction duration for the projects as follows:

1. Estimated construction time is 7 weeks and is anticipated to be constructed in 2025. A majority of the path construction does not impact motoring public. We assume our on-site representatives will be on the projects for 9 hours/day, five days a week.

2. C2AE will provide engineering staff for project management, office administration, construction surveying, SESC site checks and coordination of material testing including plant inspection, construction observation. The office administrator will be responsible for the preparation of all MDOT required documentation utilizing Field Manager software.
3. PSI will perform on-site and off-site material testing requirements. Specifically, their role will be to provide material gradations, HMA inspection, and compressive strength tests for concrete. PSI or C2AE will perform density checks of the subgrade and aggregate base material, as well as trench backfill.
4. Our inspectors are qualified and have worked on several federally-aided projects in the past. Most importantly, our field representatives will communicate with the property owners and other Contractors during all phases of construction.
5. As-constructed plans showing the final configuration of each project will be prepared for the pathway as constructed. As-built plans will be prepared in accordance with the Project Team's standards in PDF format. Check prints will be submitted 90 days following completion of construction operations.

Work Task Descriptions

1. Schedule and attend pre-construction and bi-weekly construction progress meetings.
2. Provide construction surveying and layout.
3. Provide a full-time resident project representative in conformance with MDOT requirements.
4. Provide office administration for documentation in accordance with MDOT requirements utilizing Field Manager. Schedule materials testing requirements. Complete project closeout in accordance with MDOT Standards.
5. Provide project management throughout the project duration.
6. As-constructed plans depicting the final project configuration will be provided in accordance with Project Team standards in PDF format.

ADDITIONAL SERVICES AND ASSUMPTIONS

Additional services will be performed as requested, upon written approval from the Project Team. These additional services will be scoped and negotiated before performance commences. Additional services are those services not specifically listed in the proposal. These services may include, but are not necessarily limited to the following:

1. Grading easements/right-of-way purchases for construction.
2. Phase I, Phase II, or Baseline Environmental Site Assessments.
3. Mass mailings to local residents, business owners or citizens' groups.
4. The Project Team will provide access/right of entry for any pickup survey, if needed.

6. The City will apply for and pay all regulatory permit fees. The Design Team will prepare the permit(s) for the Project Team's review, signature and submittal.

C2AE will develop and implement an action plan for planning and design engineering of the entire trail corridor. The plan will identify an overall project timeline, public outreach and communication engagement strategy/strategies, roles and responsibilities, a phasing plan with estimated timelines and costs for design, construction, and trail maintenance.

OVERALL TIMELINE

Create an overall project timeline that incorporates established project schedules for all trail segments, including those under design as well as the trail segments not yet designed. Timeline dates will be updated on a monthly basis as part of our Progress Reporting process. Monthly progress reports will be provided by C2AE to provide updates for all current project activities. Timeline will include, but not be limited to, the following key milestone dates:

1. Project Team Meetings
2. Community Stakeholder Meetings
3. Each Trail Segment Kickoff Meeting
4. Public Engagement Events/Property Owner Meetings
5. Duration of Preliminary Design Phase with Deliverable Dates
6. Duration of Construction Documents Phase with Deliverable Dates
7. Permit Submittal Dates
8. Duration for Bidding
9. Duration of Construction
10. Any other key milestones

Timeline deliverables will include the creation and updating of a master Gantt type chart for all segments.

Funding Evaluation/Applications

We will assist the Project Team in updating and resubmitting the MNRTF grant for that portion of the project. In general, the Project Team will be responsible for the development and submittal of funding applications. C2AE will assist by providing exhibits, cost opinions and other supporting documentation as needed. It is understood that revisions to the funding application information may be needed and is a part of the process and project fees. Private fundraising activities will be conducted by the Project Team and supported by C2AE.

Roles and Responsibilities

At the kickoff meeting for each trail segment, we will document the roles and responsibilities of each stakeholder or entity involved in the project. Throughout the project, C2AE will coordinate and track the progress of key assignments to ensure the overall project, as well as each trail segment, remains clearly assigned and on schedule. This effort will also include monitoring the assignments of other Engineering firms involved. Consistent and clear communication will keep the Advisory Committee and Project/Community Stakeholder Teams informed of the project status and commitments to ensure the project is a success.

Trail Maintenance Plan

C2AE will utilize our extensive experience with trail projects and the trail calculators already created to develop costs associated with trail maintenance, operations and replacement. We will also assist in the identification of solutions for trail maintenance approaches along the corridor, which can vary from simple cooperation between units of government to a formal establishment of a recreational authority. Maintenance will play a key role to achieve the expected service life of the trail system and ensure viability for generations to come. Our team will facilitate a series of meetings with appropriate agencies, develop materials and exhibits, and working closely with the Project/Community Stakeholder Teams on developing the outreach plan for this effort. Maintenance of the Blue Star Trail will require a collaborative effort between the State, local municipalities, friends' groups, and the private sector. MDOT and MDNR, depending on property ownership or funding, will require that maintenance agreements be in place as each segment of the project is constructed.

GENERAL SCOPE OF SERVICES –PRELIMINARY DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTS, BIDDING AND CONSTRUCTION PHASES

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

Topographic Survey

Driesenga & Associates, Inc. will perform topographic surveying services at the above-referenced site.

1. Perform a partial topographic survey of the proposed Blue Star Trail Route located in, Saugatuck, Michigan. It is assumed by Driesenga & Associates, Inc. (D&A) that route will be approximately located as shown on the maps provided in the RFP. Also, the route is approximately 5800+/- feet long, starting at the intersection of Blue Star Highway and Washington Street, then running North to Holland Street, with a gap in the middle where the existing Blue Star Trail is presently located. It is also assumed by D&A that the project does not require a parcel split or surveyor provided wetland delineation services. The survey of the outlined improvement area will provide all relevant site information including existing elevations, contour lines, visible utilities, tree lines, individual trees 6" in diameter and greater outside of heavily wooded areas, and all other existing site improvements within the proposed survey area. Survey limits will extend to include an approximate 50' wide corridor, centered on the proposed route location. There will be a larger topo area for the portion of the route just North of North Street in the low area delineated on the December RFP Map. Boundary corners and property lines will not be shown. However, topo data will be referenced to section corners where applicable.

2. A Miss Dig design ticket will be submitted to obtain maps of the locations of public underground utilities. These underground utilities will be shown on the survey as accurately as the provided maps allow. It will be the responsibility of the client to provide available maps of any private utilities affecting the survey area. All plainly visible surface evidence of underground utilities will be located. Pipe inverts at all accessible structures within the survey limits will be provided. Any further pursuit of utility information is not included within the scope of this proposal and will be performed on a time and materials basis or for a predetermined fee if necessary.
3. Vertical datum will be established per available records or NAVD 88. The survey will be drawn using AutoCAD Civil 3D 2022 and will be provided to you in PDF and DWG format.
4. Program Application and other Funding Information: Assist the Project Team in preparing the MDOT Program Application or other supplementary funding information when required, including environmental and historical clearances and other required elements throughout the course of the project. Specifically, in MDOT funded projects, their NEPA requirements will be met.
5. Utility Coordination: Prepare correspondences and coordination with utility companies to determine and resolve conflicts with existing utilities and the proposed trail design. A preliminary Utility Conflict Matrix will be developed to track areas of concern.
6. Soil Borings: C2AE will identify soil boring locations and work with our subconsultant Soils and Structures to complete the borings and soils report. We have included a budget amount for soil boring work within our contract fee.
7. Preliminary Permit Evaluation: Identify any environmental features – critical dunes, wetlands, streams and buffers and identify permits that will be needed. This is also an outcome of the above referenced NEPA requirements. C2AE and our subconsultants will prepare and submit the required environmental review and NEPA documentation.
8. Easements: C2AE will review and document existing MDOT R.O.W. or other land ownership types (easements and fee simple ownership) and evaluate the impact on the trail design. This will include working closely with MDOT staff on the interpretation and understanding of their ownership as it relates to trail development.
9. Furthermore, we will identify any areas requiring grading permits or easements. This effort will include developing design alternatives that work for the landowner as well as the trail user. We will prepare cost estimates and meet with individual landowners to review available options. C2AE and Ferguson and Chamberlain will prepare and assist in obtaining necessary grading permits or easements outside of the current easement/ownership areas.
10. Preliminary Plans: Provide full plan and profile drawings to a 65% level of the proposed trail route. Provide preliminary typical trail and road/stream crossing construction cross sections and details.
11. Preliminary Quantities and Opinion of Probable Construction Cost: Provide an itemized breakdown of estimated quantities, estimated unit costs and estimated total cost for all project components. The estimate will utilize the MDOT-required MERL software.
12. Funding Applications: Assist with the preparation and submittal of funding applications for the project segment.

Archaeological Survey

Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, Proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits, or actions of third parties arising out of Stantec's performance of the Services performed with reasonable care and professional skill. This provision does not apply to negligence by Stantec.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as or be an employee of the Client. Except as specifically described in this Agreement, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution

Task 1: Archaeological Phase I Survey

1. Stantec will conduct an Archaeological Phase I to document archaeological resources in and around the project area. To ensure compliance with state and federal requirements, our review will include, but is not limited to, examination of the following resources:
2. Archaeological Site Files on record at the Michigan State Historic Preservation Office (SHPO) in Lansing;
3. The National Historic Landmarks database;
4. The National Register of Historic Places database;
5. Other readily available resources related to local history, such as historic maps and aerial photography.
6. The Archaeological Phase I will include shovel test survey of approximately 1,500 ft of the proposed trail location. The information gathered during the records check will be appended to the Michigan SHPO's *Application for Section 106 Review* as a standalone "Archaeological Technical Report", in compliance with the new Section 106 application and review process. If the Phase I Survey identifies significant archaeological resources in project area, a Phase II evaluation may be necessary, but is beyond the scope of services at this time.

Assumptions

1. Client will notify landowners of the survey;
2. Reasonable access to the project area is assured;
3. Up to 1,500 ft. of proposed trail will need to undergo shovel test survey; The project boundaries are marked in the field or clearly evident to the field team;

4. Conducive weather conditions, i.e., no heavy rain, snow, or frozen ground;
5. No archaeological sites will be identified;

If an archaeological site is encountered during the survey, then its documentation is beyond this scope of services. Standard site documentation can be completed for \$1,500 per site, including up to 50 artifacts. Cardno would submit a change order prior to completing the additional work.

Stantec will complete a history/architecture records check with the MI SHPO and field investigation to document above-ground resources over 50 years of age within the project's area of potential effects (APE). For the purposes of this proposal, we assume the historic architectural APE will consist of the direct project area, which likely includes sidewalks, curbs, bridges, culverts, and roadway in Sections 1-4 of the proposed Blue Star Trail extension, as defined above. Previously recorded and/or listed NRHP properties directly adjacent to the project area will be documented as part of this effort, as well as any properties within the direct project area. As well, an architectural APE of adjacent parcels will be developed around the proposed areas of expansion.

Stantec will assess each property determined to be over 50 years in age for eligibility for listing on the National Register of Historic Places (NRHP). This will allow for an effects determination to be made under Part VI of the *Application for Section 106 Review*. Further, photographs obtained during the field investigation will be included in the application to satisfy the requirements under Part V of the form.

As part of the history/architecture investigation, Stantec anticipates completing Parts III through VI of the *Application for Section 106 Review*. In addition, Stantec will complete a history/architecture inventory and survey of the APE to conform to Michigan SHPO guidelines. Stantec will complete the necessary survey forms and narratives, summarizing the results of the architectural survey. The application will identify the APE and explain how it was identified, identify any properties considered eligible or listed in the NRHP, and provide information regarding the proposed project's potential effects on any existing or NRHP-eligible resources. Michigan survey forms will be prepared and included, as necessary.

Assumptions

1. A history/architecture records request will be submitted to the Michigan SHPO concurrent with the request for archaeological data.
2. History/architecture inventory will identify up to 10 properties over 50 years in age in the project's APE. Identification and evaluation of additional properties are beyond this scope of services and would be completed for an additional fee to be negotiated with the client.
3. One property will be found eligible for the NRHP.
4. No NRHP districts will be discovered.

The client will provide any detailed information available in their records regarding a description of the project, project plans and mapping previous land use and disturbance, and maps indicating areas of proposed ground disturbance.

Construction Documents

1. Special Provisions: Prepare special provisions to be used in conjunction with the 2012 MDOT (or current version) Standard Specifications for Construction to establish the quality of all materials, equipment, installation and construction.

2. **Grade Inspection/Review Meeting:** Provide the necessary plan submittals, coordinate and participate in an on-site Grade Inspection/Review meeting with representatives of the Project Team, EGLE, DNR, MDOT, affected utility companies and other interested parties.
3. **Permits:** Act as the owner's agent in preparing applicable permits involving the trail for submission to the applicable governmental agencies. Permit fees for such permits (where applicable) shall be paid for by Networks Northwest. Permits shall include Wetlands, Inland Lakes and Streams, MDOT, County Road Commission, Local Units of Government, SESC and other permits required for the trail construction.
4. **Final Plans and Special Provisions:** Prepare final plans and any special provisions applicable for the project. Include maintaining traffic, striping and signing plans in accordance with the Michigan Manual of Uniform Traffic Control Devices.
5. **Final Engineer's Opinion of Probable Construction Cost:** Provide a final itemized breakdown of construction quantities and unit cost for all of the pay items used on the project.
6. **Grant Administration Assistance:** Unless otherwise specifically noted, Blue Star Trail or other member of the Project Team (or Local Unit of Government) will be the designated grant administration agency. C2AE will assist in administering the MDOT TAP Grant, the Michigan Natural Resources Trust Fund (MNRTF) grant, and other grants as applicable to the project phase. C2AE will provide the technical data, mapping, and other related technical requirements to meet the grant requirements. C2AE will also assist in the preparation of periodic reports, reimbursement requests and other grant related documentation to be submitted by the grant recipient. Note that if Michigan Economic Development Corporation funding is obtained, a Certified Grant Administrator is required. The services of a Certified Grant Administrator would be performed or secured by Networks Northwest.

Bidding Phase Services

It is understood that the contract with the construction contractor may be held by a Local Unit of Government (LUG) depending on the funding involved. It is also understood that in some cases the contract may be held by MDOT or the Michigan Department of Technology, Management and Budget (MDTMB). The exact scope of services may be adjusted based on the funding agency(ies).

1. Answer bidders' questions and issue clarifications/addendums as required.
2. Review bidding results and assist Project Team and LUG with contractor selection process.

Construction Phase Services

1. **Construction Administration** (exact scope of services may be adjusted based on the funding agency(ies):
 - a. Attend and conduct a preconstruction conference to review the project with the Project Team, LUG (as applicable), DNR (as applicable), Contractor, Sub-contractor(s), utility companies, MDOT (as applicable) and other interested parties. Review project schedule. Record meeting minutes and distribute.
 - b. Prepare modifications and supplementary sketches required to resolve actual field conditions encountered.
 - c. Review shop drawings submitted by the contractor. Review product and material certifications. Maintain status of tested materials information.

- d. Issue instructions from the Project/Stakeholder Teams to the contractor; issue necessary interpretations and clarifications of contract documents; and prepare-required change orders.
 - e. Prepare biweekly or monthly pay estimates, depending on the funding sources.
 - f. Attend monthly (or more frequent) progress meetings.
 - g. Attend final project inspection with the involved stakeholders and Contractor representatives. Prepare final punch list for project completion.
 - h. All construction documentation will be performed utilizing the current version of Field Manager Software.
 - i. Accept, review and maintain Contractor submitted Certified Payrolls in accordance with MDOT or other agency requirements and perform wage rate interviews to verify compliance (when necessary).
2. Construction Observation and Testing:
- a. Provide on-site observation services based upon the type of construction work in progress; prepare daily reports using the current version of Field Book Software; provide appropriate reports to the Project Team and LUG (as applicable) to monitor compliance with plans, specifications and all other contract documents.
 - b. Provide survey benchmarks, layout of lines, and grades as required to complete construction.
 - c. Provide and/or coordinate field material density testing services for backfill, subgrade, base course and bituminous courses.
 - d. Coordinate laboratory testing services for aggregate, HMA and concrete cylinders.
 - e. Prepare Record Drawings for the project upon completion of construction.

ENGINEERING FEES

As this is a complex, ever evolving and multi-year, multi-jurisdiction and multi-funding source project, it is not possible to provide a fixed fee basis at this time for all of the services that may be required. However, provided below are estimates of the required fees for each phase of each trail segment. The fees for the phases that currently have a detailed scope are identified as such, and a lump sum fee basis provided. As each phase development becomes better defined, the majority of the estimated fees will be adjusted and converted to lump sum fees through contract amendments.

Additionally, the estimated fees to be provided below will be implemented in phases. To assist in estimating timing and cash flow needs, an estimated fee schedule has been added to this section showing the possible timing of the project phases and expenditures. This schedule will be further developed during the initial project phases, and the schedule will be largely dictated by the ability to raise the necessary construction funding.

The following fee abbreviations are used:

T&M, NTE – Time and Material Basis with a Not to Exceed total amount

LS – Lump Sum (fixed amount)

T&M, Estimated – Estimated amount that will be adjusted by future amendment after the previous phase is completed if the fee basis significantly changes.



Overall Project Planning, Public Outreach Planning, Management and Timeline Development

| | | |
|--------------------------------|------------------|----------------|
| Design Phase | \$49,010 | T&M, NTE |
| Construction Engineering Phase | \$89,896 | T&M, Estimated |
| Topographic Survey | \$13,500 | LS |
| Archaeologic Survey | \$12,444 | LS |
| TOTAL ESTIMATED FEES | \$164,900 | |

Construction Testing: In addition to the above-referenced fees, we are recommending \$8,000 for a lump sum contingency allowance be included for materials testing of the trail during construction. These fees will be contracted separately with PSI prior to construction start.

SCHEDULE

A draft initial schedule will be created and presented during the kick-off meeting. As a part of the first phases of work, this overall project implementation schedule will be refined with the Project Team during the Overall Project Planning, Public Outreach Planning, Management and Timeline Development phase, and then continually updated throughout the course of the project. The draft schedule is for illustrative purposes, but requires additional discussion and review with regard to potential funding, which will be the biggest schedule driver.

We have included our Standard Contract Provisions as part of our proposal. If the terms and conditions as stated are acceptable, please countersign and return one (1) copy to our office.

Please let us know if you have any questions or comments. Thank you once again for the opportunity to be of service. We truly value the opportunity to work with the Project Team and we look forward to helping you with the trail implementation.

Sincerely,
C2AE

Roger F Marks, PE
Client Services Leader

Accepted by:

City of Saugatuck

Date

City of the Village of Douglas

Date

Saugatuck Township

Date



HOURLY BILLING RATES

| Classification | Description | Hourly Billing Rate Range |
|----------------|---|---------------------------|
| A8 | Engineer/Architect/Landscape Architect/Surveyor | \$210 - \$305 |
| A7 | Engineer/Architect/Landscape Architect/Surveyor | \$189 - \$268 |
| A6 | Engineer/Architect/Landscape Architect/Surveyor | \$163 - \$236 |
| A5 | Engineer/Architect/Landscape Architect/Surveyor | \$147 - \$210 |
| A4 | Engineer/Architect/Landscape Architect/Surveyor | \$131 - \$184 |
| A3 | Engineer/Architect/Landscape Architect/Surveyor | \$116 - \$163 |
| A2 | Engineer/Architect/Landscape Architect/Surveyor | \$100 - \$142 |
| A1 | Engineer/Architect/Landscape Architect/Surveyor | \$84 - \$116 |
| (T)A-4 | Architectural/Engineering Designer | \$121 - \$179 |
| (T)A-3 | Architectural/Engineering Designer | \$105 - \$152 |
| (T)A-2 | Architectural/Engineering Designer | \$89 - \$126 |
| (T)A-1 | Architectural/Engineering Designer | \$68 - \$100 |
| B3 | Resident Project Representative/Survey Technician | \$105 - \$137 |
| B2 | Resident Project Representative/Survey Technician | \$74 - \$116 |
| B1 | Resident Project Representative/Survey Technician | \$47 - \$79 |
| C3 | Administrative | \$63 - \$95 |
| C2 | Administrative | \$53 - \$74 |
| C1 | Administrative | \$37 - \$58 |

- (1) The foregoing rates include employee fringe benefits, computer time, overhead, other indirect costs and profit. Legal proceedings, including but not limited to case preparation, depositions, interrogatories, court appearances, will be billed at the above hourly rates plus ten (10) percent.
- (2) Rates are effective through the duration of the initially authorized projects. Rate increases may be applied to future authorizations.
- (3) Expenses will be invoiced at cost plus ten (10) percent administrative fee.
- (4) All invoices are due upon receipt.
- (5) This information is confidential and is not to be duplicated, used or disclosed in whole or in part, for any purpose other than for which it has been submitted without written authorization by one of the firm's principals.



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

- A. Limit of Scope: The services provided by the A|E CONSULTANT shall be limited to those described in the Scope of Services.
- B. Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the A|E CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the A|E CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The A|E CONSULTANT shall notify the OWNER of the changed conditions necessitating renegotiation, and the A|E CONSULTANT and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
- C. Additional Services: Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such services in writing. Additional services will be billed monthly as work progresses and invoices are due upon receipt.
- D. Standard of Care: In providing services under this Agreement, the A|E CONSULTANT will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the A|E CONSULTANT and by mutual agreement between the parties, the A|E CONSULTANT will without additional compensation, correct those services not meeting such a standard.
- E. ADA Compliance: The Americans with Disabilities Act (ADA) provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to persons with disabilities. The OWNER acknowledges that the requirement of the ADA will be subject to various and possibly contradictory interpretations. The A|E CONSULTANT, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The A|E CONSULTANT, however, cannot and does not warrant or guarantee that the OWNER's project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.
- F. Code Compliance: The A|E CONSULTANT shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of submission to building authorities. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the A|E CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
- G. Permits and Approvals: The A|E CONSULTANT shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the A|E CONSULTANT's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the A|E CONSULTANT and included in the scope of Basic Services of this Agreement.
- H. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the OWNER understands that the A|E CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the A|E CONSULTANT's opinions of probable construction costs are made on the basis of the A|E CONSULTANT's professional judgment and experience. The A|E CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the A|E CONSULTANT's opinion of probable construction cost.

- I. Schedule for Rendering Services: The A|E CONSULTANT shall prepare and submit for OWNER approval a schedule for the performance of the A|E CONSULTANT's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the A|E CONSULTANT's reasonable control.
- J. Ownership of Reports, Drawings and Other Materials: The OWNER agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents and other materials produced by the A|E CONSULTANT in the course of and for the purpose of meeting this contract are the property of the A|E CONSULTANT, and shall remain in the possession of the A|E CONSULTANT. The OWNER shall have access to the above named material during normal business hours of the A|E CONSULTANT during and after completion of this contract. The OWNER may obtain copies of any of the above named material. Copies of electronic media may be obtained by the OWNER. (See Alteration and Reuse of CAD Information provision of this Agreement.)
- K. Alteration and Reuse of CAD Information: Because computer aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, the A|E CONSULTANT reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The OWNER may retain copies of the work performed by the A|E CONSULTANT in CAD form. Copies shall be for information and used by the OWNER for the specific purpose for which the A|E CONSULTANT was engaged. Said material shall not be used by the OWNER, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the A|E CONSULTANT's express written permission. Any unauthorized modification or reuse of the materials shall be at the OWNER's sole risk, and the OWNER agrees to defend, indemnify, and hold the A|E CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the unauthorized modification of these materials.
- L. Record Documents: Upon completion of the work, the A|E CONSULTANT shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the A|E CONSULTANT shall assume will be reliable, the A|E CONSULTANT cannot and does not warrant their accuracy.
- M. Payment Terms: Invoices will be submitted by the A|E CONSULTANT monthly, are due upon receipt and shall be considered past due if not paid within forty-five (45) calendar days of the due date. If payment in full is not received by the A|E CONSULTANT within sixty (60) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the Past Due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the A|E CONSULTANT may suspend performance of services upon five (5) calendar days' notice to the OWNER. The A|E CONSULTANT shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER, the A|E CONSULTANT shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the A|E CONSULTANT to resume performance.



- N. **Disputed Invoices:** If the OWNER objects to any portion of an invoice, the OWNER shall so notify the A|E CONSULTANT in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after receipt of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) shall be paid by the OWNER on all disputed invoice amounts that are subsequently resolved in the A|E CONSULTANT's favor and shall be calculated on the unpaid balance from the due date of the invoice.
- O. **Abandonment of Work:** If any work is abandoned or suspended, the A|E CONSULTANT shall be paid for services performed prior to receipt of written notice from the OWNER of abandonment or suspension.
- P. **Errors and Omissions Insurance:** The A|E CONSULTANT maintains an errors and omissions insurance policy as part of normal business practice. The OWNER agrees to limit the A|E CONSULTANT's liability to the OWNER and to all Construction Contractors and Subcontractors on the project due to the A|E CONSULTANT's negligent acts, errors, or omissions, such that the total aggregate liability of the A|E CONSULTANT to all those named shall not exceed **\$164,900.00**.
- Q. **Betterment:** If, due to the A|E CONSULTANT's negligence, a required item or component of the project is omitted from the A|E CONSULTANT's construction documents, the A|E CONSULTANT shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the A|E CONSULTANT be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.
- R. **Indemnification:** The A|E CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the A|E CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the A|E CONSULTANT is legally liable.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the A|E CONSULTANT, its officers, directors, employees and subconsultants (collectively, A|E CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the A|E CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

- S. **Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the A|E CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the A|E CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- T. **Full-Time Construction Observation:** The A|E CONSULTANT will provide full-time project representation in order to observe the progress and quality of the work completed by the Contractor. Such observation is not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather is to allow the A|E CONSULTANT, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents.

The A|E CONSULTANT shall keep the OWNER informed about the progress of the work and shall endeavor to guard the OWNER against deficiencies in the work.

The A|E CONSULTANT shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

The A|E CONSULTANT shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the work, or any agents or employees of any of them. The A|E CONSULTANT does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

- U. **Part-Time Construction Observation:** The A|E CONSULTANT shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the A|E CONSULTANT, in order to observe the progress and quality of the work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the A|E CONSULTANT, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents.

Based on this general observation, the A|E CONSULTANT shall keep the OWNER informed about the progress of the work and shall endeavor to guard the OWNER against deficiencies in the work.

The A|E CONSULTANT shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

The A|E CONSULTANT shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the work, or any agents or employees of any of them. The A|E CONSULTANT does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

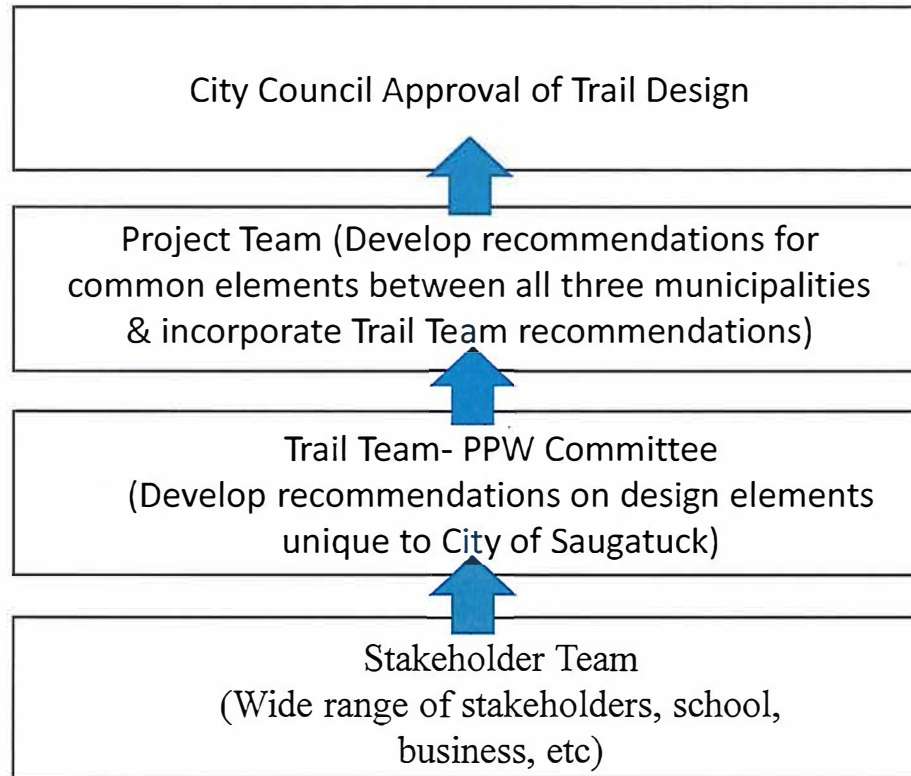
- V. **Jobsite Safety:** Neither the professional activities of the A|E CONSULTANT, nor the presence of the A|E CONSULTANT or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The A|E CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the A|E CONSULTANT and the A|E CONSULTANT's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.
- W. **Hazardous Materials:** As used in this Agreement, the term *hazardous materials* shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

Both parties acknowledge that the A|E CONSULTANT's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event the A|E CONSULTANT or any other party encounters any hazardous or toxic materials, or should it become known to the A|E CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the A|E CONSULTANT's services, the A|E CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

The OWNER agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the A|E CONSULTANT, its officers, partners, employees and consultants (collectively, A|E CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the A|E CONSULTANT.


- X. Change Orders/Stop Work Orders: The A|E CONSULTANT and the OWNER agree that any construction contract change orders or stop work orders must be approved in writing by the OWNER.
- Y. Agreement Not to Claim for Cost of Certain Change Orders: The OWNER recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications and other design documentation furnished by the A|E CONSULTANT or in the other professional services performed or furnished by the A|E CONSULTANT under this Agreement whether caused by professional negligence or by imperfections that are within professional standards ("Covered Change Orders"). Accordingly, the OWNER agrees not to sue and otherwise to make no claim directly or indirectly against the A|E CONSULTANT on the basis of professional negligence, breach of contract or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed 5% of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of the A|E CONSULTANT for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that the OWNER would have incurred if the Covered Change Order work had been included originally in the Contract Documents without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Drawings, Specifications and other design documents furnished by the A|E CONSULTANT or in the A|E CONSULTANT's other professional services related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, the A|E CONSULTANT is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order.
- Z. Dispute Resolution: The OWNER agrees that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for nonbinding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. Any party hereto may initiate mediation within the time allowed for filing per State law and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto.


If mediation fails to resolve the claim or dispute, the matter shall be submitted to a court of competent jurisdiction.





LEGEND

 EXISTING BLUE STAR TRAIL:


 Connecting Saugatuck City to Saugatuck Twp. and the Beeline Trail to Holland

 North St. to Old Allegan Rd.

 Main St. to Wiley Rd.

 PROPOSED BLUE STAR TRAIL:

 1 Holland St. to North St. and Blue Star Highway

 2 Old Allegan Rd. to Maple St.

 3 Maple St. to Main St.

