



**THE CITY OF THE VILLAGE OF DOUGLAS
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, MARCH 04, 2024 AT 7:00 PM
86 W CENTER ST., DOUGLAS MI**

AGENDA

View remotely, online or by phone -

Join online by visiting: <https://us02web.zoom.us/j/85093165146>

Join by phone by dialing: +1 (312) 626-6799 | **Then enter "Meeting ID":** 850 9316 5146

1. **CALL TO ORDER:** By Mayor
2. **ROLL CALL:** By City Clerk
3. **PLEDGE OF ALLEGIANCE:** Led by Mayor
4. **PRESENTATIONS/HONORS:** Retirement Honor - Phyllis Yff
5. **CONSENT CALENDAR**
 - A. Approve the Council Meeting Agenda for March 4, 2024
 - B. Approve the Council Workshop Meeting Minutes for February 20, 2024
 - C. Approve the Council Regular Meeting Minutes for February 20, 2024
 - D. Approve invoices in the amount of \$54,569.51
 - E. Appointment - Cathy North/Fire Board
 - F. Special Event - Community Pride

Motion to approve the Consent Calendar of March 4, 2024. – roll call vote
6. **PUBLIC COMMUNICATION - VERBAL (LIMIT OF 3 MINUTES)**
7. **PUBLIC COMMUNICATION - WRITTEN**
8. **UNFINISHED BUSINESS**
9. **NEW BUSINESS**
 - A. Resignation - Fran Ray

B. Housing Committee Appointments - 3 Members

C. Planning and Zoning Administrator Appointment

Motion to approve the appointment of Sean Homyen as the City Planning and Zoning Administrator. - roll call vote

D. Resolution 07-2024 - Honoring Women's History Month

Motion to adopt resolution 7-2024, Honoring Women's History Month. - roll call vote

E. Resolution 08-2024 - Cemetery Services Agreement

Motion to adopt resolution 08-2024, entering into a three-year agreement with Saugatuck Township for Cemetery services and authorize the Mayor and City Clerk to sign on behalf of the City. - roll call vote

10. REPORTS

A. Commission/Committee/Boards

1. Planning Commission
2. Kalamazoo Lake Sewer Water
3. Downtown Development Authority
4. Kalamazoo Lake Harbor Authority
5. Douglas Harbor Authority
6. Douglas Brownfield Authority
7. Fire Board
8. Community Recreation
9. Playground Committee

B. Administration Report

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

12. COUNCIL COMMENTS

13. MAYOR’S REPORT/COMMENTS

14. ADJOURNMENT

Motion to adjourn the meeting.

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



**THE CITY OF THE VILLAGE OF DOUGLAS
WORKSHOP MEETING OF THE CITY
COUNCIL**

**TUESDAY, FEBRUARY 20, 2024 AT 5:30 PM
86 W CENTER ST., DOUGLAS MI**

MINUTES

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

2. ROLL CALL: By Clerk Kasper

PRESENT

Councilmember John O'Malley

Mayor Pro-Tem Randy Walker

Councilmember Gregory Freeman

Councilmember Fran Ray

Also Present – City Manager Lisa Nocerini

City Clerk Laura Kasper

ABSENT

Mayor Cathy North

Councilmember Jerome Donovan

Councilmember Neal Seabert

3. 415 WILEY ROAD DISCUSSION: City Manager Lisa Nocerini opened the discussion with the history and background of the property and presented a list of options for direction. City Administration will resubmit public requests for proposals/bids for both the rehabilitation of the building, and options should the City demolish the property and build a new facility on the site. Additionally, Councilmembers will be considering a sub-committee to assist with the process.

4. PUBLIC COMMUNICATION – VERBAL (LIMIT OF 3 MINUTES): No communication received.

5. COUNCIL COMMENTS: No comments.

6. ADJOURNMENT

Motion by Freeman, second by O'Malley, to adjourn.

Approved on this 4th day of March 2024

Signed: _____ Date: _____

Cathy North, Mayor

Signed: _____ Date: _____

Laura Kasper, City Clerk

Certification of Minutes

I hereby certify that the attached is a true and correct copy of the minutes of a workshop meeting of the City Council of the City of the Village of Douglas held on February 20, 2024, I further certify that the meeting was duly called and that a quorum was present.

Signed: _____ Date: _____

Laura Kasper, City Clerk



**THE CITY OF THE VILLAGE OF DOUGLAS
REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, FEBRUARY 20, 2024 AT 7:00 PM
86 W CENTER ST., DOUGLAS MI**

MINUTES

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

2. ROLL CALL: By Clerk Kasper

PRESENT

Councilmember John O'Malley

Mayor Pro-Tem Randy Walker

Councilmember Gregory Freeman

Councilmember Fran Ray

Also Present – City Manager Lisa Nocerini

City Clerk Laura Kasper

ABSENT

Mayor Cathy North

Councilmember Jerome Donovan

Councilmember Neal Seabert

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

4. MOMENT OF SILENCE: Observed in honor of Genevieve Yaple, Mother of Councilmember Ray.

5. CONSENT CALENDAR

- A. Approve the Council Meeting Agenda for February 20, 2024
- B. Approve the Council Regular Meeting Minutes for February 5, 2024
- C. Approve the Joint City Council Brownfield Workshop Minutes for February 5, 2024
- D. Approve Invoices in the amount of \$45,448.01
- E. Appointment - Greg Freeman - Full ZBA Member
- F. Tentative FY 24/25 Budget Calendar
- G. Proclamation - March 2024 - 22nd Annual March For Meals Month
- H. Special Event - Annual Easter Parade, Egg Hunt, Bonnet Contest

Motion by O'Malley, second by Freeman, to approve the Consent Calendar of February 20, 2024. – Motion carried by unanimous roll call vote.

6. PUBLIC COMMUNICATION - VERBAL (LIMIT OF 3 MINUTES, AGENDA ITEMS ONLY): No communication

7. PUBLIC COMMUNICATION – WRITTEN:

- A. Letter - Patrick Reaume – Submission entered into record.

8. UNFINISHED BUSINESS: No unfinished business to attend to.**9. NEW BUSINESS:**

- A. 2024 Street Asset Management Plan - Presentation led by Prein & Newhof that provided an overview of the current state of the road system in the City of the Village of Douglas.
- B. Water Capital Improvements Plan - Presentation led by Prein & Newhof that provided an overview regarding water infrastructure improvements.
- C. Taft Stettinius & Hollister, LLP Services Budget Amendment

Motion by O'Malley, second by Ray, to approve an amendment to the fiscal year 2023-2024 budget under the Brownfield fund, for \$20,000.00 for Taft, Stettinius & Hollister, LLP, to continue to provide legal services related to 200 Blue Star Highway. – Motion carried by unanimous roll call vote.

- D. Resolution 05-2024 - March Board of Review Dates

Motion by O'Malley, second by Freeman, to adopt Resolution 05-2024, setting the March Board of Review dates. – Motion carried by unanimous roll call vote.

- E. Resolution 06-2024 - Budget Amendment FY 23-24

Motion by O'Malley, second by Ray, to adopt Resolution 06-2024, which outlines the amendments to the City of Douglas annual budget for fiscal year 2023-2024. – Motion carried by unanimous roll call vote.

10. REPORTS

- A. Commission/Committee/Boards
 - 1. Planning Commission – Updating Master Plan
 - 2. Kalamazoo Lake Sewer Water – Meets next week, capital charge is now on bills
 - 3. Downtown Development Authority – Meets next week
 - 4. Kalamazoo Lake Harbor Authority – No meeting
 - 5. Douglas Harbor Authority – No meeting
 - 6. Douglas Brownfield Authority – Looking into progress signage at 200 Blue Star.
 - 7. Fire Board – Short-Term rental inspection fees going up in June.
 - 8. Community Recreation – No meeting
 - 9. Playground Committee – No meeting
- B. Administration Reports – City Clerk Kasper gave a brief election update with early voting. City Manager Nocerini met at Allegan County for a discussion on housing, and acknowledged Councils work and efforts with the many inherited high-priority project items.

11. PUBLIC COMMUNICATION – VERBAL (LIMIT OF 3 MINUTES, ITEMS NOT ON AGENDA): Phyllis Legard mentioned that the capital charge on water bills should be per-unit and not meter.**12. COUNCIL COMMENTS:** Freeman thanked City Clerk Kasper for all of her work with the election, and thanked City Manager Nocerini for her continued detailed information with items. O'Malley also thanked City Manager Nocerini.

13. MAYOR'S REPORT/COMMENTS: No comments.

14. ADJOURNMENT

Motion by O'Malley, second by Ray, to adjourn the meeting.

Approved on this 4th day of March 2024

Signed: _____ Date: _____

Cathy North, Mayor

Signed: _____ Date: _____

Laura Kasper, City Clerk

Certification of Minutes

I hereby certify that the attached is a true and correct copy of the minutes of a regular meeting of the City Council of the City of the Village of Douglas held on February 20, 2024, I further certify that the meeting was duly called and that a quorum was present.

Signed: _____ Date: _____

Laura Kasper, City Clerk

02/29/2024

INVOICE REGISTER REPORT FOR CITY OF THE VILLAGE OF DOUGLAS
 EXP CHECK RUN DATES 03/04/2024 - 03/04/2024
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt
31992				
47810	AMERICAN LEGAL PUBLISHING CORP	02/19/2024	03/04/2024	550.00
	CODE OF ORDINANCE INTERNET RENEWAL			
	101-701.000-900.000 PRINTING & PUBLISHING			550.00
2-27-24				
47836	BILLY BROWN	02/27/2024	03/04/2024	300.00
	VISION REIMBURSE			
	101-463.000-719.000 INSURANCE BENEFITS			300.00
2-15-24				
47786	COMCAST	02/15/2024	03/04/2024	224.83
	POLICE OFFICE			
	101-301.000-851.000 TELEPHONE			224.83
2-13-24				
47787	COMCAST	02/13/2024	03/04/2024	411.01
	CITY HALL			
	101-265.000-851.000 TELEPHONE			411.01
202521203671				
47780	CONSUMERS ENERGY	02/19/2024	03/04/2024	191.08
	415 WILEY UNIT 108			
	101-265.000-922.000 UTILITIES			191.08
205190908827				
47781	CONSUMERS ENERGY	02/20/2024	03/04/2024	79.16
	177 WASHINGTON - DOUGLAS MARINA			
	594-597.000-922.000 UTILITIES			79.16
201275376222				
47782	CONSUMERS ENERGY	02/20/2024	03/04/2024	52.49
	250 WILEY SCHULTZ PARK RAMP			
	213-753.000-922.000 UTILITIES			52.49
202521203672				
47783	CONSUMERS ENERGY	02/19/2024	03/04/2024	39.05
	415 WILEY UNIT 108			
	101-265.000-922.000 UTILITIES			39.05
206436455635				
47784	CONSUMERS ENERGY	02/18/2024	03/04/2024	37.46
	PRIDE GARDEN			
	101-751.000-922.000 UTILITIES			37.46
205190908826				
47785	CONSUMERS ENERGY	02/20/2024	03/04/2024	36.79
	201 WASHINGTON - DOUGLAS MARINA DOCKS			
	594-597.000-922.000 UTILITIES			36.79
206792313868				
47849	CONSUMERS ENERGY	02/25/2024	03/04/2024	513.22

37 WASHINGTON - BEERY FIELD RESTROOMS					
	101-751.000-922.000	UTILITIES			513.22
206792313867					
47850	CONSUMERS ENERGY		02/25/2024	03/04/2024	479.79
	DPW				
	101-265.000-922.000	UTILITIES			479.79
202699183250					
47851	CONSUMERS ENERGY		02/25/2024	03/04/2024	154.74
	86 W CENTER				
	101-265.000-922.000	UTILITIES			154.74
206792313869					
47852	CONSUMERS ENERGY		02/25/2024	03/04/2024	40.47
	25 MAIN ST BEERY FIELD BALL FIELD				
	101-751.000-922.000	UTILITIES			40.47
203144146221					
47853	CONSUMERS ENERGY		02/25/2024	03/04/2024	37.92
	503 W CENTER - CENTER ST LIGHTS				
	101-463.000-922.000	UTILITIES			37.92
2-19-24					
47812	TREVOR DYER		02/19/2024	03/04/2024	300.00
	VISION REIMBURSE				
	101-301.000-719.000	INSURANCE BENEFITS			300.00
S105547737.001					
47844	ETNA SUPPLY CO.		02/27/2024	03/04/2024	174.00
	LEAKY BATHROOM BEERY FIELD				
	101-751.000-930.000	REPAIRS & MAINTENANCE: GENERAL			174.00
288042					
47820	IHLE AUTO PARTS		02/22/2024	03/04/2024	35.36
	SERVICE RIDE ON BLOWER				
	660-903.000-930.004	VEHICLE MAINTENANCE & REPAIRS			35.36
26BAYOUJAN24					
47797	KALAMAZOO LAKE SEWER & WATER		02/15/2024	03/04/2024	74.00
	26 BAYOU DR IRRIGATION				
	101-751.000-922.000	UTILITIES			74.00
415WILEYJAN24					
47798	KALAMAZOO LAKE SEWER & WATER		02/15/2024	03/04/2024	63.33
	415 WILEY BUILDING				
	101-265.000-922.000	UTILITIES			63.33
147CENTERJAN24					
47799	KALAMAZOO LAKE SEWER & WATER		02/15/2024	03/04/2024	22.30
	147 CENTER -PRIDE GARDEN				
	101-751.000-922.000	UTILITIES			22.30
455CENTERJAN24					
47800	KALAMAZOO LAKE SEWER & WATER		02/15/2024	03/04/2024	74.00
	ROOT BEER BARREL				
	101-751.000-922.000	UTILITIES			74.00
86CENTERJAN24					
47801	KALAMAZOO LAKE SEWER & WATER		02/15/2024	03/04/2024	72.62
	86 W CENTER				
	101-265.000-922.000	UTILITIES			72.62

47 CENTERJEN24					
47802	KALAMAZOO LAKE SEWER & WATER	02/15/2024	03/04/2024		163.58
	47 CENTER				
	101-301.000-922.000 UTILITIES				163.58
50LKSHRJAN24					
47803	KALAMAZOO LAKE SEWER & WATER	02/15/2024	03/04/2024		63.33
	50 LAKESHORE DR BATHROOMS				
	101-751.000-922.000 UTILITIES				63.33
25MAINJAN24					
47804	KALAMAZOO LAKE SEWER & WATER	02/15/2024	03/04/2024		22.30
	25 MAIN DRINKING FOUNTAIN				
	101-751.000-922.000 UTILITIES				22.30
25MAINIRRJAN24					
47805	KALAMAZOO LAKE SEWER & WATER	02/15/2024	03/04/2024		111.50
	25 MAIN ST IRRIGATION				
	101-751.000-922.000 UTILITIES				111.50
3100SCHULTZJAN24					
47806	KALAMAZOO LAKE SEWER & WATER	02/15/2024	03/04/2024		55.75
	3100 SCHULTZ PARK DR				
	101-751.000-922.000 UTILITIES				55.75
37WASHJAN24					
47807	KALAMAZOO LAKE SEWER & WATER	02/15/2024	03/04/2024		165.12
	37 WASHINGTON BATHROOMS				
	101-751.000-922.000 UTILITIES				165.12
201WASHJAN24					
47808	KALAMAZOO LAKE SEWER & WATER	02/15/2024	03/04/2024		63.80
	201 WASHINGTON				
	594-597.000-922.000 UTILITIES				63.80
486WATERJAN24					
47809	KALAMAZOO LAKE SEWER & WATER	02/15/2024	03/04/2024		75.74
	486 WATER NEW BARN				
	101-265.000-922.000 UTILITIES				75.74
331919					
47793**	KENT COMMUNICATIONS	02/15/2024	03/04/2024		553.69
	ASSESSMENT NOTICES				
	101-257.000-900.000 PRINTING & PUBLISHING				575.00
	101-257.000-901.000 POSTAGE				(21.31)
240867					
47811	KERKSTRA RESTROOM SERVICE	02/19/2024	03/04/2024		180.00
	DOUGLAS BEACH				
	101-751.000-802.000 CONTRACTUAL				180.00
65820					
47822	MENARDS - SOUTH HAVEN	02/23/2024	03/04/2024		159.98
	REPLACING SHOP LIGHTS				
	101-265.000-930.000 REPAIRS & MAINTENANCE: GENERAL				159.98
26933					
47819	MENARDS-HOLLAND	02/27/2024	03/04/2024		1,044.07
	POTHOLE PATCH, HAND TOOLS				
	202-463.000-930.000 REPAIRS & MAINTENANCE: GENERAL				754.11
	101-751.000-977.000 EQUIPMENT				289.96

26576					
47821	MENARDS-HOLLAND	02/21/2024	03/04/2024		17.98
	CLEAN UP BEACH				
	101-751.000-740.000 SUPPLIES				17.98
4924184826					
47775	MICHIGAN GAS UTILITIES	02/19/2024	03/04/2024		81.75
	201 WASHINGTON ST DOUGLAS MARINA				
	594-597.000-922.000 UTILITIES				81.75
4922486351					
47776	MICHIGAN GAS UTILITIES	02/16/2024	03/04/2024		361.30
	415 WILEY				
	101-265.000-922.000 UTILITIES				361.30
4924274824					
47777	MICHIGAN GAS UTILITIES	02/19/2024	03/04/2024		220.19
	47 CENTER				
	101-301.000-922.000 UTILITIES				220.19
4926906457					
47778	MICHIGAN GAS UTILITIES	02/20/2024	03/04/2024		500.93
	486 WATER				
	101-265.000-922.000 UTILITIES				500.93
4924490790					
47779	MICHIGAN GAS UTILITIES	02/19/2024	03/04/2024		131.79
	86 CENTER				
	101-265.000-922.000 UTILITIES				131.79
20240135					
47837	MISS DIG SYSTEM, INC.	01/29/2024	03/04/2024		3,130.79
	MISS DIG ANNUAL				
	101-463.000-802.000 CONTRACTUAL				3,130.79
353365198001					
47792	ODP BUSINESS SOLUTIONS	02/15/2024	03/04/2024		67.99
	CITY HALL SUPPLIES				
	101-265.000-740.000 SUPPLIES				67.99
2402-738671					
47818	OVERISEL LUMBER CO.	02/27/2024	03/04/2024		14.18
	KEYS FOR OLD LIBRARY				
	101-265.000-740.000 SUPPLIES				14.18
2402-738720					
47843	OVERISEL LUMBER CO.	02/27/2024	03/04/2024		35.98
	LEAKY TOLIET REPAIRS				
	101-301.000-930.000 REPAIRS & MAINTENANCE: GENERAL				35.98
2402-738907					
47847	OVERISEL LUMBER CO.	02/28/2024	03/04/2024		(8.49)
	RETURN				
	101-265.000-740.000 SUPPLIES				(8.49)
2402-738958					
47854	OVERISEL LUMBER CO.	02/28/2024	03/04/2024		23.97
	POLICE STATION REPAIRS				
	101-301.000-930.000 REPAIRS & MAINTENANCE: GENERAL				23.97
2402-739069					
47860	OVERISEL LUMBER CO.	02/28/2024	03/04/2024		0.92

MISC FASTNERS,NUTS,BOLTS				
	101-265.000-930.000	REPAIRS & MAINTENANCE: GENERAL		0.92
10911683				
47840	PLUNKETT COONEY	02/16/2024	03/04/2024	4,612.50
	LEGAL SERVICES SPECIALTY			
	101-701.000-801.000	CONTRACTUAL ATTORNEY		3,982.50
	101-266.000-801.000	CONTRACTUAL ATTORNEY		630.00
10911682				
47841	PLUNKETT COONEY	02/16/2024	03/04/2024	5,388.00
	LEGAL SERVICES GENERAL			
	101-701.000-801.000	CONTRACTUAL ATTORNEY		1,400.00
	101-266.000-801.000	CONTRACTUAL ATTORNEY		3,988.00
002693				
47861	PRAISE SIGN COMPANY LLC	02/29/2024	03/04/2024	15,538.62
	WAYFINDING 50% DOWNPAYMENT			
	248-728.000-979.000	CAPITAL OUTLAY		15,538.62
79961				
47789	PREIN & NEWHOF	02/08/2024	03/04/2024	656.90
	DWAM AMP			
	450-536.000-974.000	CONSTRUCTION		656.90
79960				
47790	PREIN & NEWHOF	02/08/2024	03/04/2024	675.00
	DWAM DSMI			
	450-536.000-974.000	CONSTRUCTION		675.00
02/29/2024				
47857	QUADE PHILLIP	02/29/2024	03/04/2024	2,176.71
	2023 Win Tax Refund 59-016-049-00			
	703-000.000-275.000	DUE TO TAX PAYERS		2,176.71
162589				
47795	RAPID SHRED, LLC	02/15/2024	03/04/2024	105.00
	SHREDDING SERVICES			
	101-215.000-802.000	CONTRACTUAL		55.00
	101-301.000-802.000	CONTRACTUAL		50.00
13895				
47823	SCOTT'S LANDSCAPE MANAGMENT INC	02/19/2024	03/04/2024	712.20
	SNOW REMOVAL CONTRACT 2-15-24			
	203-464.000-802.002	CONTRACTUAL-SIDEWALK PLOWING		356.10
	202-464.000-802.002	CONTRACTUAL-SIDEWALK PLOWING		356.10
259954				
47824	SHARE CORPORATION	02/15/2024	03/04/2024	575.28
	OIL ABSORBANT AND CLEANING SUPPLIES			
	101-265.000-740.000	SUPPLIES		575.28
913300				
47839	TELE-RAD INC.	02/07/2024	03/04/2024	70.02
	UNIFORM ALLOWANCE TONY BROWN			
	101-301.000-750.000	UNIFORMS		70.02
16904-00				
47838	TERMINAL SUPPLY CO	02/21/2024	03/04/2024	98.14
	VEHICLE REPAIR			
	660-903.000-930.004	VEHICLE MAINTENANCE & REPAIRS		98.14

174917381				
47848	ULINE	02/27/2024	03/04/2024	1,198.90
	REPLACE RUSTED TRASH CANS			
	101-265.000-740.000 SUPPLIES			599.45
	101-751.000-740.000 SUPPLIES			599.45
9956565809				
47788	VERIZON WIRELESS	02/13/2024	03/04/2024	404.80
	CITY ISSUED PHONES			
	101-215.000-851.000 TELEPHONE			43.80
	101-301.000-851.000 TELEPHONE			43.80
	101-463.000-851.000 TELEPHONE			185.80
	101-701.000-851.000 TELEPHONE			43.80
	101-172.000-851.000 TELEPHONE			43.80
	101-101.000-851.000 TELEPHONE			43.80
02/29/2024				
47858	WAY MICHAEL S & KATHY J	02/29/2024	03/04/2024	273.00
	2023 Win Tax Refund 59-450-006-00			
	703-000.000-275.000 DUE TO TAX PAYERS			273.00
02/29/2024				
47859	WILEY STREET HOLDINGS LLC	02/29/2024	03/04/2024	32.57
	2023 Win Tax Refund 59-016-077-00			
	703-000.000-275.000 DUE TO TAX PAYERS			32.57
97887				
47813	WILLIAMS AND WORKS	02/21/2024	03/04/2024	3,426.94
	HAWORTH PROPERTY REDEVELOPMENT - EPA GRANT MATCH			
	243-000.000-802.243 BLIGHT REMOVAL			3,426.94
97952				
47814	WILLIAMS AND WORKS	02/21/2024	03/04/2024	2,455.19
	MASTER PLAN UPDATE			
	101-701.000-803.000 CONTRACTUAL CONSULTANT			2,455.19
97948				
47815	WILLIAMS AND WORKS	02/21/2024	03/04/2024	4,050.28
	PLANNING CONSULTATION SERVICES			
	101-701.000-803.000 CONTRACTUAL CONSULTANT			4,050.28
Purchase Card Vendor: 10071 CARDMEMBER SERVICE				
2-17-24				
47817	ADOBE ACROBAT PRO	01/17/2024	03/04/2024	(16.56)
	ADOBE SUBS TAX REFUND			
	101-172.000-740.000 SUPPLIES			(2.79)
	101-215.000-740.000 SUPPLIES			(8.28)
	101-701.000-740.000 SUPPLIES			(4.13)
	101-463.000-740.000 SUPPLIES			(1.36)
2-18-24				
47856	ALLEYS	02/18/2024	03/04/2024	36.57
	ELECTION MEALS			
	101-262.000-740.000 SUPPLIES			36.57
114-7999582-8408237				
47842	AMAZON MARKETPLACE	12/13/2023	03/04/2024	28.33
	CITY HALL SUPPLIES			
	101-265.000-740.000 SUPPLIES			28.33

2-16-24				
47855	FAMILY FARE	02/16/2024	03/04/2024	75.97
	ELECTION MEALS/SUPPLIES			
	101-262.000-740.000	SUPPLIES		75.97

10664				
47796	HANKS AUTO SERVICE	02/15/2024	03/04/2024	427.50
	SERVICE VEHICLE 1			
	101-301.000-930.004	VEHICLE MAINTENANCE & REPAIRS		427.50

2-15-24				
47791	JOANN FABRICS	02/15/2024	03/04/2024	15.89
	COUNCIL CHAMBER VELCO HOOKS			
	101-101.000-740.000	SUPPLIES		15.89

1-29-24				
47816	MICHIGAN MUNICIPAL LEAGUE	01/29/2024	03/04/2024	350.00
	MML CAPCON -NOCERINI			
	101-172.000-718.000	TRAINING FUNDS		350.00

Total Purchase Card Vendor: 10071 CARDMEMBER SERVICE				917.70

# of Invoices:	71	# Due: 71	Totals:	54,594.56
# of Credit Memos:	2	# Due: 2	Totals:	(25.05)
Net of Invoices and Credit Memos:				54,569.51

* 1 Net Invoices have Credits Totalling:				(21.31)

--- TOTALS BY FUND ---				

101 - GENERAL FUND	29,875.97
202 - MAJOR STREET FUND	1,110.21
203 - LOCAL STREETS FUND	356.10
213 - SCHULTZ PARK LAUNCH RAMP	52.49
243 - BROWNFIELD REDEVELOPMENT AUTHORITY FUND	3,426.94
248 - DOWNTOWN DEVELOPMENT AUTHORITY	15,538.62
450 - WATER SEWER FUND	1,331.90
594 - DOUGLAS MARINA	261.50
660 - EQUIPMENT RENTAL FUND	133.50
703 - CURRENT TAX FUND	2,482.28

--- TOTALS BY DEPT/ACTIVITY ---

000.000 -	5,909.22
101.000 - LEGISLATIVE	59.69
172.000 - MANAGER	391.01
215.000 - CLERK/TREASURER	90.52
257.000 - ASSESSING	553.69
262.000 - ELECTION	112.54
265.000 - BUILDING & GROUNDS	3,919.02
266.000 - ATTORNEY	4,618.00
301.000 - POLICE	1,559.87
463.000 - GENERAL STREETS & ROW	4,407.26
464.000 - GENERAL STREETS WINTER & ROW	712.20
536.000 - WATER SYSTEM	1,331.90

597.000 - POINT PLEASANT	261.50
701.000 - PLANNING & ZONING	12,477.64
728.000 - DOWNTOWN DEVELOPMENT AUTHORITY	15,538.62
751.000 - PARKS & RECREATION	2,440.84
753.000 - LAUNCH RAMPS	52.49
903.000 - EQUIP. REPAIRS & MAINTENANCE	133.50



REC. 1/8/24
CITY OF THE VILLAGE OF DOUGLAS
86 West Center Street, P.O. Box 757
Douglas, MI 49406
(269) 857-1438 phone / (269) 857-4751 fax

www.douglasmi.gov
info@douglasmi.gov
Payable Online At: tinyurl.com/PayItOnline

Item 5F.

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

Fee: \$50 - *Waived*
Received by: *LK*

APPLICATION FOR SPECIAL EVENT PERMIT

The City of Douglas offers two types of permits for events within the City. A **Special Event** is described as a large gathering of people that covers a broader range of the City, such as, the entire park(s), right-of-ways, trails, street closures, sidewalks, etc. These events also require significant coordination and requests of City resources, such as, Douglas Police Department, Department of Public Works, and Saugatuck Township Fire Department. **Special Event Permits will require approval from City Council and need to be filled out in its entirety and returned to the City Clerk's office a minimum of 60 days prior to the scheduled event.** A **Park Reservation** permit is described as a small gathering confined to a small area of a park and does not require significant City coordination or resources. Park Reservation permits require only City administration approval. Park reservation fee is \$50.

APPLICANT/ORGANIZATION INFORMATION

Applicant/Organization: Community Pride PH: _____
Contact Name: Greg Harvath PH: 202-744-5720
Street Address/P.O. Box: P.O. Box 437
City/State/Zip Code: Douglas, MI 49406
E-mail: _____

CONTACT PERSON ON DAY OF EVENT: Greg Harvath PH: 202-744-5720

EVENT INFORMATION

Name of Event: Community Pride MI - Pride
Event Date(s): May 31 - June 2, 2024 Anticipated Number of Attendees: _____
Purpose of Event: community Pride gathering
Location of Event: Berry Field Douglas Douglas
Event Start & End Hours: 8-6:00
Estimated Date/Time for Set-Up: May 30 8:00
Estimated Date/Time for Clean-Up: June 2 6:00
Estimated Number of Volunteers: 20 +

EVENT DETAILS**MUSIC:**Will Music be provided during this event? ☒ Yes ☐ NoIf yes, type of music proposed: ☒ Live ☐ Amplification ☐ Recorded ☐ LoudspeakersTime music will begin: 12 end: 5**FOOD VENDORS/CONCESSIONS:** (Contact Allegan County Health Department)Will Food Vendors/Concessions be available at your event? ☒ Yes ☐ NoIf yes, ☐ Provide Copy of Health Department Food Service License**ALCOHOL:**Will alcohol be served at your event? ☒ Yes ☐ NoIf yes, ☒ Provide Copy of Liquor Liability Insurance (Listing the City as additional insured)☒ Provide Copy of Michigan Liquor Control LicensePlease describe measures to be taken to prohibit the sale of alcohol to minors: FD checkat the gate

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

EVENT SIGNAGE:

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

☒ Temporary Signs: Number requested: 6 Maximum size is 2'x2'

(Cannot be displayed more than 15 days prior to first day of event and must be removed 24 hours after end of event.)

☒ Banner Signage: Maximum size is 14'x4'

(Cannot be displayed more than 15 days prior to first day of event and must be removed 24 hours after end of event.)

☒ Signage at Event Site: Location(s): banner 5Description of signs: listing of sponsors

(Signs at event site cannot be displayed prior to the day of the event and must be removed at the end of the event.)

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

FIREWORKS:Will fireworks be a part of your event? ☐ Yes ☒ NoIf yes, ☐ Provide Copy of Liability Insurance (Listing the City as additional insured)☐ Council Resolution will be Required – see attached sample

TENTS/CANOPIES/MISC:Will tents/canopies be installed? ☒ Yes ☐ NoIf yes, ☒ Notify the Director of the Douglas Department of Public Works @ 269-857-2763 to discuss placement locations (Irrigation systems are located at Beery Field and Schultz Park)☒ Fill out the Special Event Requirements for Tent Structures form and/or call the Saugatuck Township Fire Department with questions at (269) 857-3000.☒ Booths – Quantity 30☒ Tents – Quantity 4☐ Awnings – Quantity _____☒ Tables – Quantity 20☐ Portable Toilets – Quantity _____

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

MARKETING:How do you plan to market your event? (Example: Saugatuck/Douglas Area Convention & Visitors Bureau, Local Businesses, etc.) CVB, radio, TV, and social**REQUIRED AUTHORIZING PERSONNEL SIGNATURES:**

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

DEPARTMENT OF PUBLIC WORKS:

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

☒ Trash Receptacles – Quantity 10☒ Barricades – Quantity _____☐ Traffic Cones – Quantity _____☒ No Parking Signs – Quantity 30☒ Fencing – Quantity Beery Field☒ Electric☐ Water☒ Restroom Cleaning☒ Approved ☐ Denied☐ Approved with Conditions _____

Authorized Personnel Signature

Pichey L. Joet

Date:

2/15/24**DOUGLAS POLICE DEPARTMENT:**Will this event require additional officers & equipment? ☒ Yes ☐ NoIf yes, please describe & include times: direct traffic for CaravanSeveral officers☐ Street Closure: (Use attached map to outline proposed closure)Street closure date/time: June 1 8:00Street re-open date/time: June 3 6:00

Parade Type: ☐ Pedestrian ☐ Vehicle

☐ Parade Route: (Use attached map to outline route)

Parade start time: 11:00 Parade finish time: 12:00

☒ Approved ☐ Denied

☐ Approved with Conditions _____

Authorized Personnel Signature St. M. W. Date: 02/15/2024

APPLICANT/ORGANIZATION CHECK LIST

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

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

The Applicant/Organization understand and agrees to the following:

1. Provide a certificate of insurance with all coverage deemed necessary for the event, naming the City of Douglas as an additional insured on all applicable policies. The certificate shall be submitted to the City Clerk's Office no later than 1 (one) week following notice of the event approval.
2. Comply with all local and applicable State Laws and City policies. Applicant/Organization acknowledges that the special events permit does not relieve the Applicant/Organization from meeting any requirements of law or those of other public bodies or agencies applicable to the event.
3. Applicant/Organization further understands the approval of the event may include additional requirements and/or limitations based on the City's review of this application. The Applicant/Organization understands that it may be necessary to meet with City staff during the review of this application and that City Council approval is necessary before the event may be held.
4. Applicant/Organization understands that he/she is responsible for contacting the Michigan Liquor Control Commission and/or Allegan County Health Department to secure all permits required for this event.
5. Applicant/Organization also agrees to clean-up and leave/restore the area in the condition it was found. The City is not responsible for equipment or personal items left on public property.
6. Prohibit its organization and guests from engaging in profane or inappropriate language or actions.
7. Abide by City of Douglas Ordinance Chapter 95.01 regarding Noise Nuisances.

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

HOLD HARMLESS/INDEMNITY

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

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

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

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

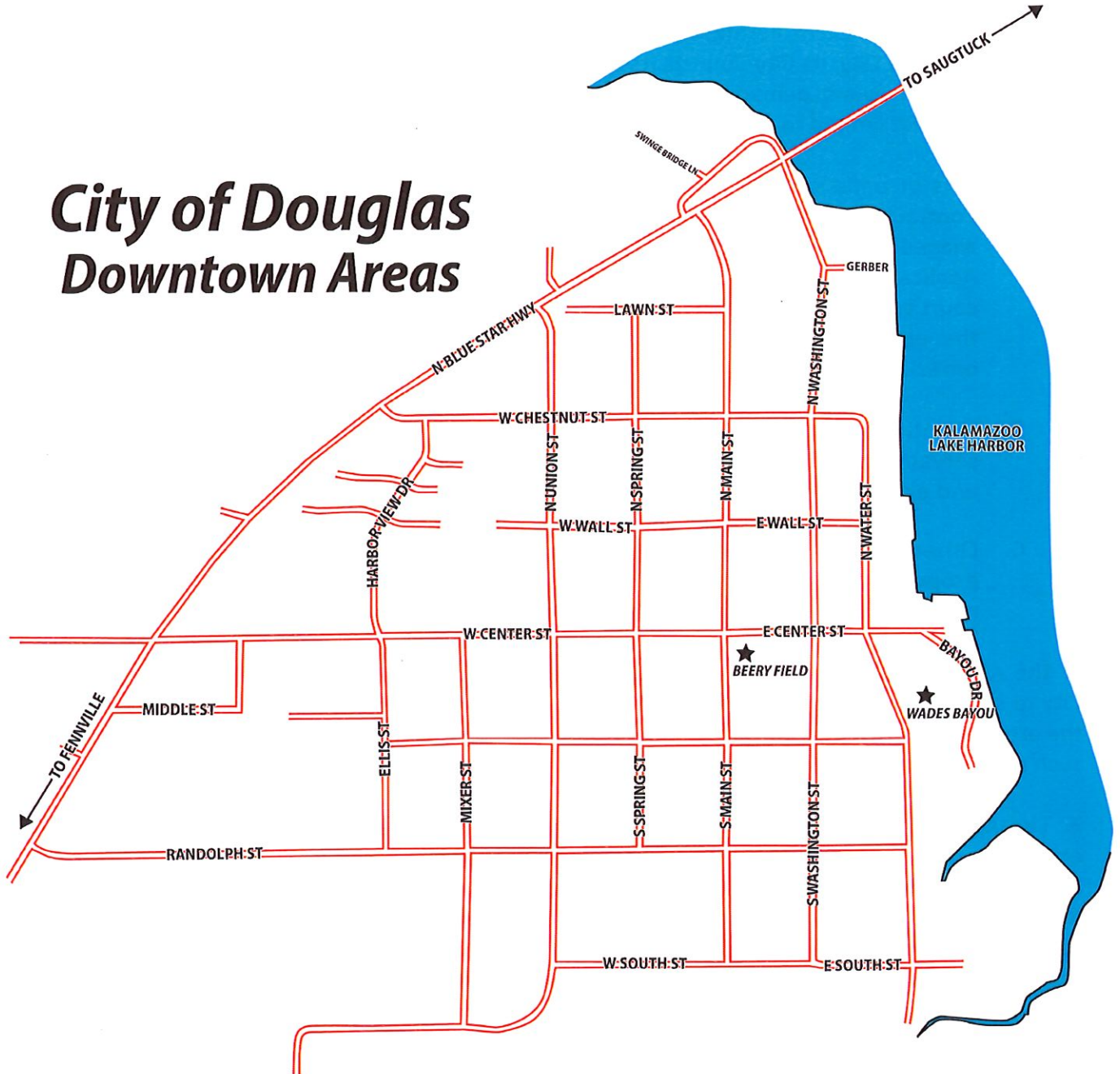
As the Applicant or duly authorized agent of the Organization, I hereby apply for approval of this special event and affirm the above understandings. The information provided on this application is true and complete to the best of my knowledge.

Printed Name of Applicant: Greg Harvath Date: June 15, 2023

Signature of Applicant: Greg Harvath Date: 6-15-23

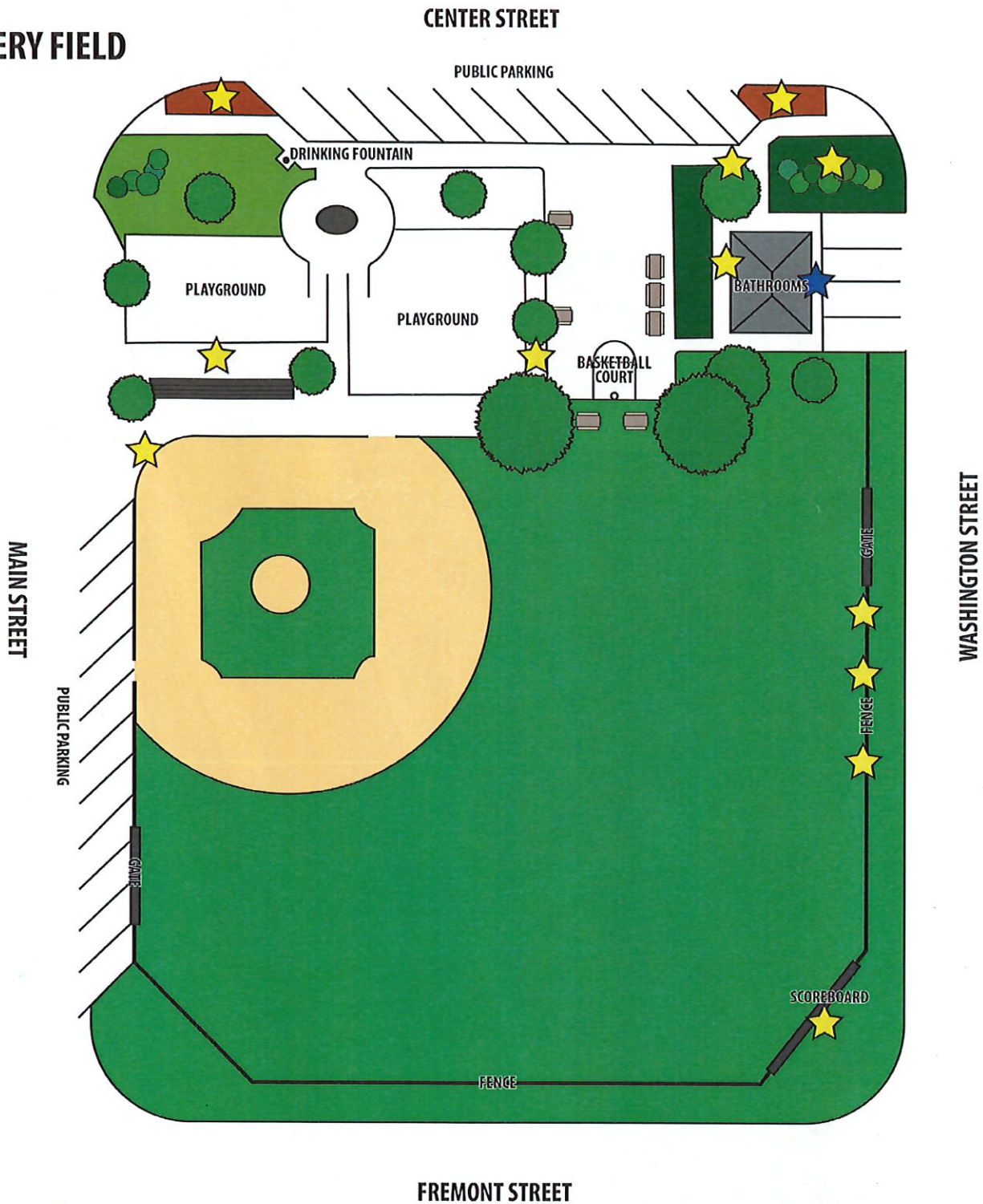


City of Douglas Downtown Areas





BEERY FIELD

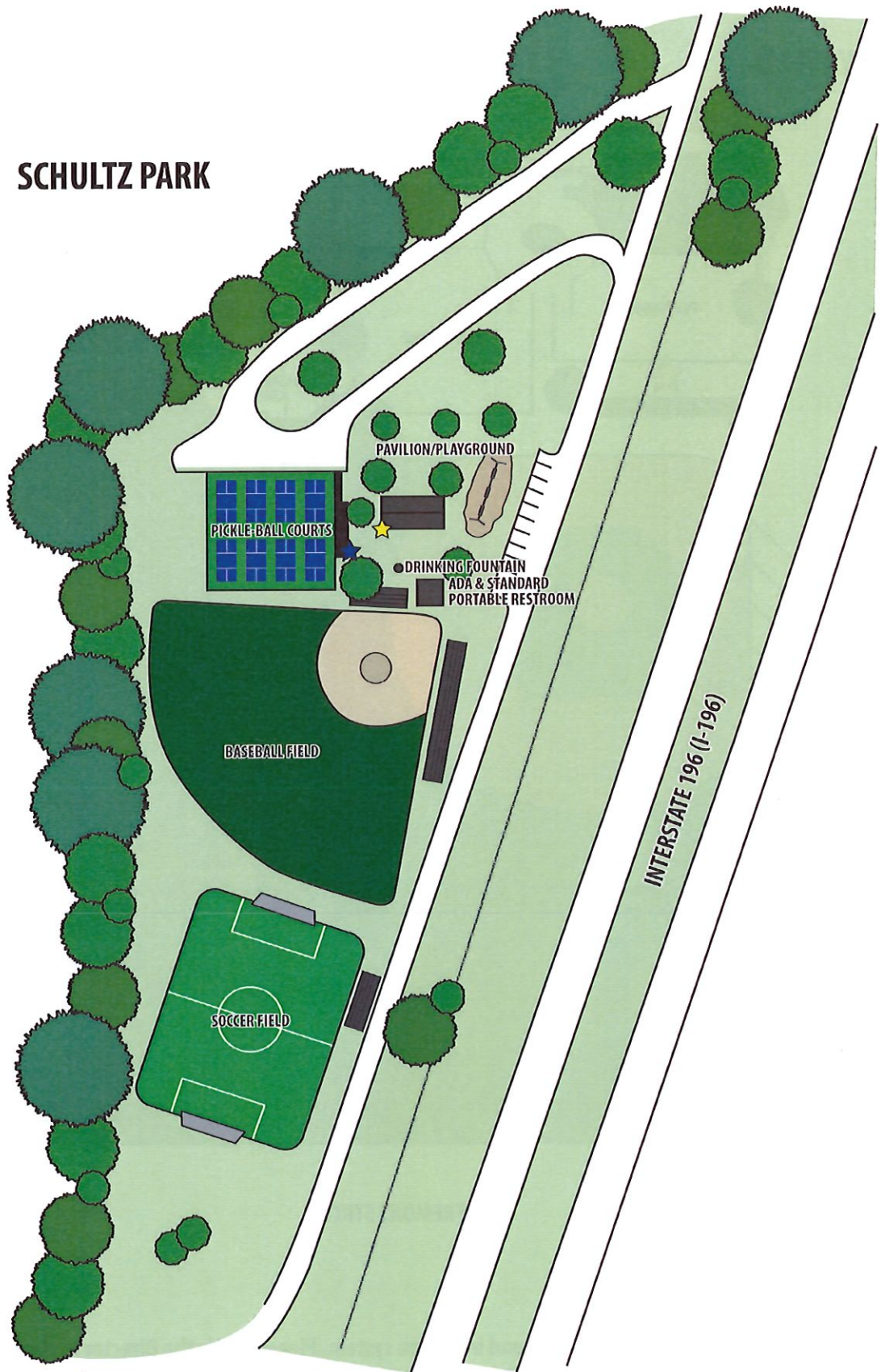


-  Water Hose Hookup
-  Electrical Outlet

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



SCHULTZ PARK



★ Electrical Outlet ★ Water Spigot

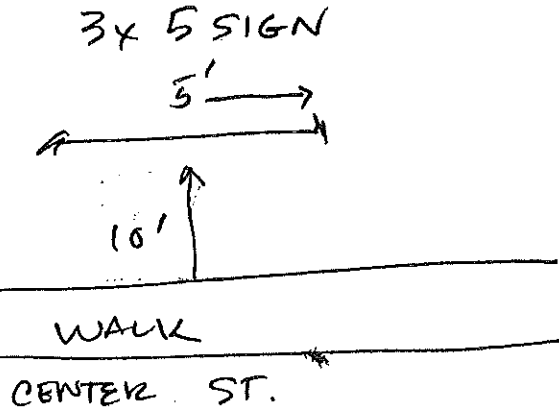
Note: Schultz Park has an underground irrigation system. Please notify the Director at the Douglas Department of Public Works @ 269-857-2763 to discuss placement locations for tents, canopies, etc.

Revision 02.21.2023

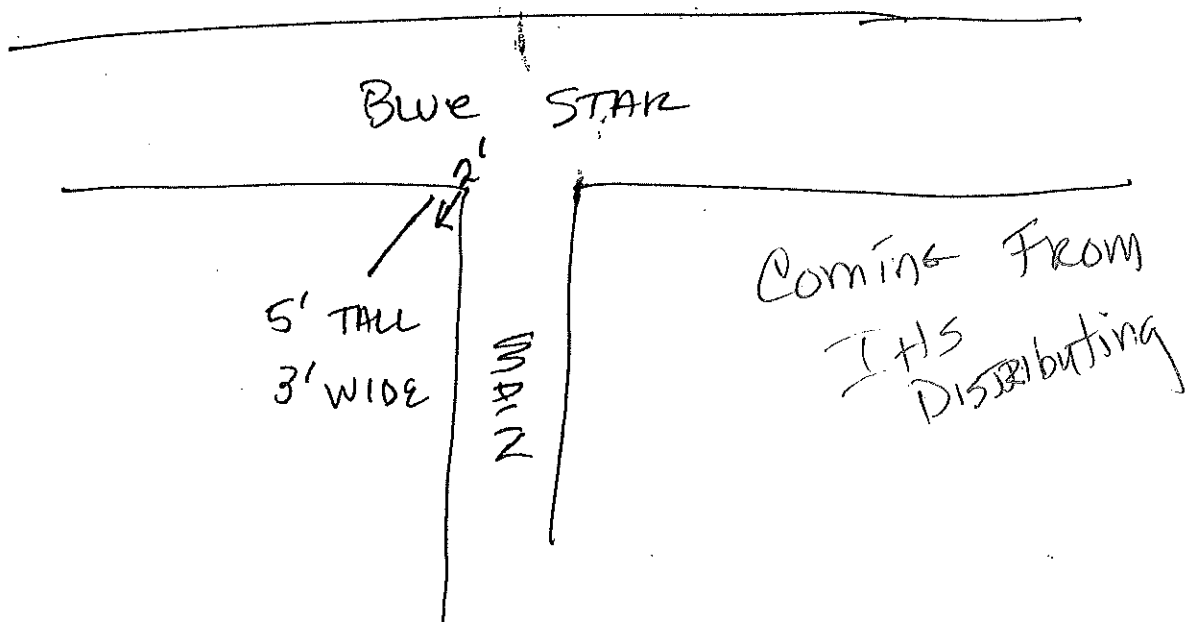
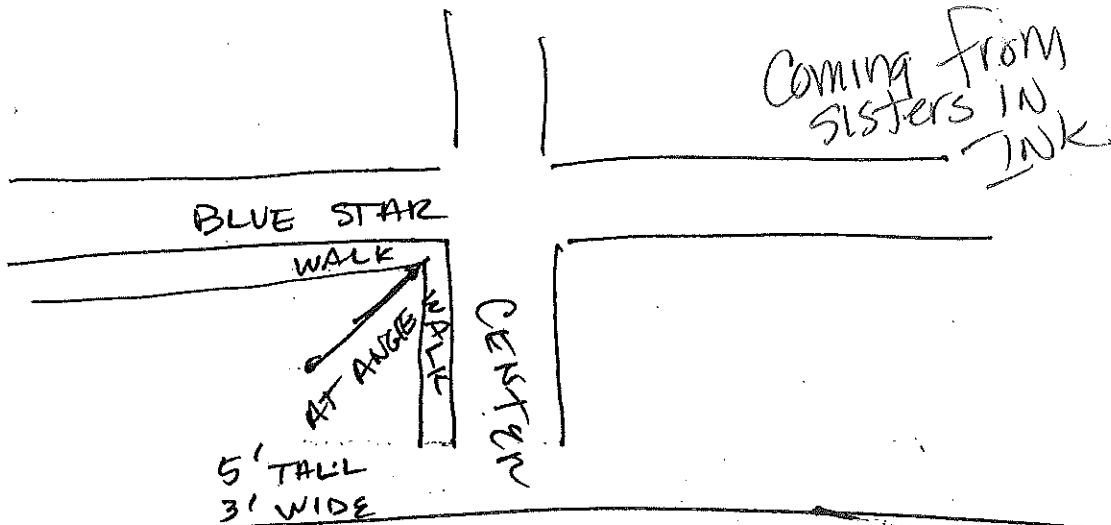
BERRY FIELD

We have
20Ktoberfest
no place for second

Item 5F.



I will LEAVING Lower
half for Sunday
event sign
to be placed



From: [Fran Ray](#)
To: [Cathy North](#)
Cc: [Laura Kasper](#)
Subject: Resignation from the Douglas City Council
Date: Monday, February 26, 2024 11:03:34 AM

Dear Mayor North,

I am writing to inform you of my need to resign from the Douglas City Council, effective Thursday, February 29th, 2024 . On this date I will close on the purchase of a primary residence not located within The City of Douglas.

I would like to express my gratitude for the opportunity to serve on council. It has been a privilege to work with you, the councilmembers and the City Manager. The experiences I've had while serving, even for this short period of time, have instilled a great respect for the responsibilities carried by our local government.

I will make myself available if needed to support the transfer of my duties on the KLHA and Fire Board.

Thank you for your understanding, and I wish the entire council continued success in their efforts to serve the community.

Sincerely,
Fran Ray



MEMORANDUM
REGULAR CITY COUNCIL MEETING
Monday, March 4, 2024

TO: The City of the Village of Douglas City Council

FROM: Lisa Nocerini, City Manager

SUBJECT: Appointment of Sean Homyen to the Position of Planning and Zoning Administrator

I am respectfully requesting that the City Council approve my recommendation to appoint Sean Homyen to the position of Planning and Zoning Administrator for the City of the Village of Douglas.

Having closely observed Sean's dedication, initiative, and commitment to the betterment of our community, I am confident in his ability to excel in this role. Sean has demonstrated exceptional dedication by investing significant time and effort to acclimate himself to the responsibilities and intricacies of the Planning and Zoning office. Notably, he has undertaken the responsibility of holding down two positions without additional compensation, showcasing his strong work ethic and willingness to go above and beyond for the betterment of our city.

Furthermore, Sean has exhibited a proactive approach to his work by meticulously documenting his observations and insights on how the Planning and Zoning office can improve. His thorough report reflects his deep understanding of the challenges and opportunities facing our community, as well as his proactive mindset in seeking solutions to enhance our city's planning and zoning processes.

Additionally, Sean's dedication to professional growth is evident through his commitment to shadowing the contracted planner for nearly five months. This hands-on experience has provided him with invaluable insights and practical knowledge that will undoubtedly benefit him in the role of Planning and Zoning Administrator.

I am pleased to note that Sean has also garnered support from the contracted planner, Tricia Anderson, Williams & Works, further validating his suitability for this position. Her endorsement underscores Sean's capability, professionalism, and collaborative approach, all of which are essential qualities for success in this role.

I wholeheartedly believe that Sean Homyen is the ideal candidate to serve as the Planning and Zoning Administrator for the City of the Village of Douglas. His dedication,

initiative, and demonstrated capabilities make him well-suited to lead our planning and zoning efforts and contribute to the continued growth and prosperity of our community. I am confident that Sean will excel in this role and make significant contributions to the City of the Village of Douglas.

The Planning and Zoning Administrator is a regular full-time salaried position. The recommended starting salary is \$64,000 annually (up to \$71,000). I am recommending a starting salary of \$66,000.

Motion: Approve the appointment of Sean Homyen to the position of Planning and Zoning Administrator for the City of the Village of Douglas.

williams&works

engineers | surveyors | planners

MEMORANDUM

To: City of the Village of Douglas City Council
Date: February 14, 2024
From: Tricia Anderson, AICP
RE: Sean Homyen – Planning and Zoning

I am writing to express my support for the recommendation to appoint Sean Homyen for the position of Planning and Zoning Administrator for the City of Douglas. Sean was hired in October of 2023 as the Deputy Clerk, and was previously employed by Georgetown Township as the Public Service Administrator. In his role as Public Service Administrator, Sean has indicated that he worked primarily in planning and zoning, and dedicated his time to many of the same tasks that are performed in the Planning and Zoning Administrator position in Douglas. As the contracted city planner, I have had the privilege of working closely with Sean over the past several months, during which time he has consistently demonstrated exemplary skills and knowledge in administering the Zoning Ordinance.

Throughout his time shadowing me, Sean has exhibited an understanding of the pillars of urban planning and zoning elements and the uniqueness and complexities related specifically to Douglas. His quick grasp on the intricacies of the Planning and Zoning Administrator position, coupled with his skills and knowledge related to the Clerk's department and elections, make him a great asset to the City.

I am confident that Sean's experience and initiative here in Douglas make him the ideal candidate to effectively manage zoning inquiries and applications, along with working with developers to facilitate the City's approval processes. Sean's gradual integration into this role has been beneficial and the transition into the official Planning and Zoning Administrator position is anticipated to be seamless. My role as the City's planning consultant will remain as long as the City needs my support.

Sean Homyen's appointment as the full-time Planning and Zoning Administrator is expected to contribute significantly to the progress and prosperity of the Douglas community.

City of the Village of Douglas City Council
Resolution 07-2024
Honoring Women's History Month

Whereas, Women's History Month is celebrated annually in the United States during the month of March to recognize and honor the contributions of women throughout history; and

Whereas, Women's History Month provides an opportunity to acknowledge the vital role women have played in shaping our society, culture, and history, often in the face of adversity and discrimination; and

Whereas, Women's History Month serves as a reminder of the progress made in advancing gender equality and the ongoing work needed to ensure equal rights and opportunities for all individuals regardless of gender; and

Whereas, Women's History Month is a time to celebrate the achievements, leadership, and accomplishments of women in various fields, including but not limited to politics, science, education, business, arts, and sports; and

Whereas, the City of the Village of Douglas recognizes the importance of promoting gender equality and encouraging an inclusive community where all individuals have the opportunity to thrive and succeed; now, therefore, be it

Resolved, that the City Council of the Village of Douglas hereby proclaims the month of March as Women's History Month and encourages all residents to join in celebrating the contributions and achievements of women past, present, and future.

Resolved further, that the City Council of the Village of Douglas calls upon residents to take this opportunity to educate themselves and others about the significant role's women have played in history and to work towards a more equitable and just society for all.

Passed and adopted by the City Council of the Village of Douglas on this 4th day of March 2024.



MEMORANDUM

REGULAR CITY COUNCIL MEETING

Monday, March 4th, 2024

TO: The City of the Village of Douglas City Council

FROM: Lisa Nocerini, City Manager

SUBJECT: Saugatuck Township: Cemetery Services Agreement

The City of Douglas and Saugatuck Township have in the past entered into a Cemetery Services Agreement in which the two communities share the cost of lawn care maintenance of the Township's two cemeteries known as Riverside Cemetery and Dougals Cemetery. Public Act 35 of 1951 allows intergovernmental contracts between municipal corporations to furnish any lawful service to property outside the corporate limits and to prescribe conditions for the performance of those contracts. The Township also enters into a separate agreement with the City of Saugatuck for the same services.

The Township's current lawn care agreement with GMS expires on April 1, and they have formally solicited bids per their purchasing policy, and received two proposals in response from GMS and Heavener Property Services. Heavener was the low bidder, and the Township would like to enter into a three-year agreement with Heavener to provide lawn care services for the two cemeteries.

In determining the proportionality of the costs, the participating municipalities shall be the City of Saugatuck (15.21%); Saugatuck Township (60.55%); and the City of Douglas (24.23%) and the amount is proportional to each local unit's population.

The annual lawn care expenses are projected as follows:

FY2023-2024: \$34,651.68; FY2024-2025: \$37,313.77; FY2025-2026: \$40,074.98

The following information reflects the proposed payment schedule for the City of Douglas based on current population proportions:

FY2023-2024: \$8397.82; FY2024-2025: \$9,042.98; FY2025-2026: \$9,712.16

Funds for this expenditure are budgeted under the General Fund, Parks and Recreation, Saugatuck Township Cemetery Maintenance Fund 101-751-809.

Motion to approve entering into three-year agreement with Saugatuck Township for Cemetery Services and authorize the Mayor and City Clerk to sign on behalf of the City. – roll call vote

CEMETERY SERVICES AGREEMENT

THIS CEMETERY SERVICES AGREEMENT ("Agreement"), is made this ____ day of ____ 2024, between Saugatuck Township, a Michigan general law township, the business address of which is 3461 Blue Star Hwy, Saugatuck Michigan 49453 ("Township") and the City of the Village of Douglas, a Michigan home rule city, the business address of which is 86 W. Center Street, Box 757, Douglas Michigan 49406 ("City").

RECITALS

- A. Act 35 of the Public Acts of 1951 authorizes a municipal corporation to join with another to operate, perform or provide a service which each has the power to provide separately.
- B. The Township and the City are authorized to acquire, operate and perpetually maintain cemeteries.
- C. The City does not have a cemetery. The Township is the owner of two cemeteries within the Township, known as Riverside Cemetery and Douglas Cemetery (collectively, the "Cemeteries"). For a number of years the City and Township have shared the costs of operating the Cemeteries, in exchange for which City residents are treated identically to Township residents for purposes of acquiring burial grounds and operations.
- D. The Township and City desire to contract to share in the costs of lawn care maintenance of the Cemeteries; in exchange for which City residents will be treated identically to Township residents for purposes of acquiring burial grounds and operations.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the sufficiency of which is acknowledged, the parties agree as follows:

1. Provision of Cemetery Services. During the term of this Agreement the Township will provide the following cemetery services to residents of the City on terms identical to those afforded to residents of the Township: operation and improvement of the Cemeteries; the provision of care for graves in the Cemeteries; and, permitting the purchase and maintenance of burial sites and rights. at Township taxpayer/resident rates.
2. Other Terms of Services. The Cemeteries shall be available for use by City and Township residents subject to such rules, regulations and charges pertaining to the use of the Cemeteries established by the Township Board and consistent with the terms of this Agreement, and the availability of the Cemeteries shall be the same for each entity and their constituents. Without limitation, City residents will pay the same rates for grave burial rights as Township taxpayer/residents.
3. Administration and Operation. Except as expressly provided in this Agreement, the Township shall be responsible for administering, operating and maintaining all aspects of the Cemeteries including, without limitation, an obligation to maintain all requisite insurance coverages, provide training for all associated

personnel, record keeping, selling of burial rights, grounds maintenance, and grave marking for burials cremains. The City shall be provided with monthly reports for burials made by the Township during the term on this Agreement. The Township and its personnel providing services under the terms of this Agreement are independent contractors and shall not be regarded as employees of the City for purposes.

4. No Assumption of Liability. It is expressly understood and agreed that the City shall not incur any liability in having the Township provide cemetery services under the terms of this Agreement or in any manner incident thereto. It is further the express intent of the parties that in providing these cemetery services the parties are engaged in an essential governmental function.

5. Compensation. The City shall annually pay to the Township, for the cemetery services provided for in this Agreement, an amount proportional to each participating municipality's total population as determined by the last federal decennial census or by the most recent federal census hereafter taken subject to the following.

- (a) The City's financial responsibility is limited to the direct lawn care maintenance for the Cemeteries as provided for in the relevant contract and not indirect costs associated with that maintenance (e.g., Township administrative costs in contracting for services, overseeing the Cemeteries, etc.
- (b) In determining the proportionality of costs as provided for herein, the participating municipalities shall be the City of Saugatuck, Saugatuck Township and the City of the Village of Douglas.

(c) The City of the Village of Douglas agrees to the following payment schedule:

2023-2024- not to exceed \$8397.82
 2024 -2025- not to exceed \$9,042.98
 2025 –2026-not to exceed \$9,712.16

(d) The City's financial responsibility shall be limited as provided for herein to the amount of the actual lawn care contract awarded by the Township, which contract shall be bid not less frequently than once each three years.

(e) The City has the right to review and approve any lawn care contract for the Cemeteries as provided for herein prior to an award of the same by the Township.

6. Release and Waiver. The Township, on behalf of itself, its agents, assigns, employees and officers, waives the right to assert any and all rights, claims, damages or causes of action against the City, its employees, officers, agents, successors and assigns (collectively and individually, the "City Parties") and fully release and discharge the City Parties from any and all rights, claims, damages or causes of action or nature Whatsoever, against the City Parties arising out of or connected in any manner with burials or similar services provided by the Township for or on behalf of City residents (whether pursuant to contract or otherwise) prior to the date of this Agreement or involving actions or omissions by the Township, its officers, employees or agents in providing cemetery services or otherwise operating the Cemeteries during the term of this Agreement.

7. Term. The term of the Agreement shall be for three years (July 1, 2024 to June 30, 2026).

8. Sale Agreement. This Agreement is the only agreement or contract between the parties with respect to the matters referred to herein and no other agreements or understandings of any kind of nature shall be binding on the parties.

2

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed pursuant to the authority granted by their respective governing bodies, on the day and year first above written.

TOWNSHIP OF SAUGATUCK

By_____

Abby Bigford, Supervisor

By_____

Rebecca Israels, Clerk

CITY OF THE VILLAGE OF DOUGLAS

BY_____

Cathy North, Mayor

By_____

Laura Kasper, Clerk



Saugatuck Township

Cemetery Landscape Services

Issued: January 12, 2024

Questions due: January 30, 2024

Responses to questions by: February 2, 2024

Proposal due by: February 6, 2023

Approximate selection date: February 15, 2024

REQUEST FOR PROPOSALS**CEMETERY MAINTENANCE**

Saugatuck Township, Allegan County, is accepting proposals from qualified contractors to provide landscaping maintenance services for Saugatuck Township's two cemeteries; (1) Riverside Cemetery consisting of ±14 acres and (2) Douglas Cemetery, including the North Annex, consisting of ±9 acres.

Required landscape services include keeping both cemeteries clean, groomed, accessible, and in a presentable condition, satisfactory to the Township. In addition, the contractor would be responsible for maintaining and servicing the cemeteries' irrigation systems. Please specify in your proposal whether any irrigation maintenance and operation must be contracted to a third party. The contractor shall have and use all necessary tools and equipment to satisfactorily perform all the duties of the Cemetery Maintenance Contract. The Township shall not be responsible for repairs, maintenance, fuel, lubricants, or other supplies used for and in the contractor's tools and/or equipment.

CONTRACTOR SEASONAL OBLIGATION**SPRING**

Remove all large tree limbs, branches, and leaves by the first Friday of May.

Coordinate a time with Township to turn on irrigation system and administer any necessary servicing. If identified, contractor to advise the Township on any necessary maintenance to the irrigation system.

Keep cemeteries mowed and cleared of large tree limbs, branches, twigs and brush. Grass, brush and weeds must be trimmed to the ground around curbs and monuments so that grounds are in best possible condition in the days prior to Memorial Day.

SPRING AND SUMMER

Remove all dead flowers, funeral displays or floral arrangements as needed, and dispose at onsite receptacle.

Keep grounds clear of scrap paper, plastic or disposable pots and flats or other debris and place in the same dumpster.

Trim all shrubbery at least twice each year. Keep grounds cleared of large limbs, branches, twigs and brush, being especially vigilant after windstorms. Contractor is responsible for removal of

limbs, branches, twigs and brush. The Township will be responsible for pro-actively trimming limbs and removal of fallen trees.

Keep cemeteries mowed and keep grass, weeds, and brush trimmed to the ground around curbs and monuments. Extend mowing to the pine trees at the east side of Douglas Cemetery and mow the roadside and ditch east of Douglas Cemetery to the nearest neighbor on the east.

FALL

Maintain cemeteries in the same manner as during the spring and summer, by trimming, mowing, and brush and debris pickup.

In October, remove dead annual flowers and place in the dumpster. Do not remove perennial plants unless at direction or concurrence of the Township.

Remove pots and containers as directed by the Township.

Remove large limbs, branches, twigs and brush and transport off-site.

Rake leaves and remove as thoroughly as possible before snowfall.

Prior to first frost, coordinate a time with the Township to turn off and winterize irrigation system.

WINTER

Weather permitting keep cemetery grounds cleared of brush and limbs and trash.

INDEMINIFICATION

Before commencement of work the contractor will have delivered to the Township a certificate of general liability insurance in the amount of \$1,000,000 each occurrence and \$2,000,000 general aggregate including \$10,000 fire damage, \$5,000 medical expenses and \$1,000,000 personal injury coverage, which names the Township as an additional insured.

The contractor, before commencement of work, will have delivered to the Township a certificate of worker's compensation conforming to statutory limits and naming the Township of Saugatuck as an additional insured.

GENERAL

The contractor must remove all leaves from the cemetery premises as they are collected. The Township will not provide areas for leaf storage. All new burials shall be roped off with property stakes and reseeded with black dirt until pre-burial conditions are restored. Black dirt will be provided by the Township.

The Contractor will be responsible for servicing and monitoring the Township's irrigation systems. The contractor will provide guidance for preparing, running, winterizing, and general monitoring of the irrigation systems throughout the year including making adjustments for

optimal operation. Please specify in your proposal whether any irrigation maintenance and operation must be contracted to a third party.

The proposed agreement for landscape maintenance services will be in effect from April 1st 2024 through March 31st 2027 and annual service fee will be made payable in 12 equal installments on the 15th day of each month of the contract year.

INFORMATION TO BE INCLUDED IN THE REQUEST FOR PROPOSALS

In order to be considered, your submittal must include the following information:

1. Cover Letter. The cover letter shall be signed by a member of the landscaping maintenance firm empowered to commit the firm to a contractual arrangement with the Township. The cover letter shall also identify the person who will be responsible for regular communications with the Township.
2. Contractor Background. Provide information on the firm's background, including:
 - a. Organization, size and office location(s).
 - b. All necessary equipment to be used to complete all contractual obligations.
 - c. A description of the range of services provided by the firm. Specify any areas of expertise the firm has, or members of the firm that have special qualifications to handle landscaping maintenance obligations.
3. Experience and References. Provide descriptions of prior experience with similar landscaping maintenance duties undertaken within the last five (5) years. Include all experience with any and or all public entities and municipalities. Include the name, title and telephone number of a representative the Township may contact to discuss your experience.
4. Fee Schedule: Provide annual fee inclusive of all requested services for each of the three years of the service agreement, specifying any rate increases. Note that the Township will consider service rate increases on an annual basis exclusively.

SELECTION CRITERIA

Proposals will be reviewed based on the following criteria:

- Contractor's ability to provide the required services
- Qualifications of Personnel
- Community Reference and past experience with similar landscaping services

Questions due: January 30, 2024

Responses to questions by: February 2, 2024

Proposal due by: February 6, 2024

Approximate consultant selection date: February 15, 2024

It is the intent to eventually contract with the firm whose proposal is deemed most advantageous in experience, reliability, qualifications, price and other factors considered.

All qualifications must remain valid for at least ninety (90) days from the date of submission.

PROPOSALS RESPONSE DATE

Proposals labeled “Cemetery Landscape Services Proposal” will be received until February 6, 2024 at 12:00pm. All submissions may be submitted digitally in PDF format. Please email to: ddefranco@saugatucktownshipmi.gov

REJECTION OF PROPOSALS

The Township reserves the right to reject any and all proposals received as a result of this RFP, and to negotiate separately in any manner necessary to serve the best interest of the Township. The Township is not required to accept the lowest bid.

INCURRING COSTS

The Township is not liable for any costs incurred by the contractor prior to issuance of a contract.

INQUIRIES

If you have any questions regarding this RFP, please direct them to Daniel DeFranco, Saugatuck Township Manager, ddefranco@saugatucktownshipmi.gov



Saugatuck Township

3461 Blue Star Hwy
P.O. Box 100
Saugatuck, MI 49453

Item 9E.

Phone (269) 857-7721
www.SaugatuckTownship.org

CEMETERY STANDARDS, RULES AND REGULATIONS & FEE SCHEDULE

Section 1. PURPOSE

In accordance with Chapter 12 Saugatuck Township Code of Ordinances the Cemetery Standards, Rules and Regulations as amended and adopted by the Saugatuck Township Board are to govern the management, maintenance, operation and use of all municipal cemeteries of the township and to carry out the purposes of the Cemetery Ordinance.

Section 2. CARE OF LOTS

(a) No trees, shrubs or flowers shall be planted on any burial space or in any part of the cemetery grounds except by and with the permission of cemetery personnel.

(b) No artificial flowers may be placed on any lot in any part of the cemeteries. Fresh flowers, wreaths and emblems are permitted to be laid on a lot for a short period only immediately following a burial, and immediately before, during and after Memorial Day observances, and, will be disposed of when determined necessary by cemetery personnel. Wreaths and winter holiday associated trees may be placed on the gravesite during the winter holiday season and shall be removed during the first week of January.

- (1) Glass containers are not permitted for use.
- (2) Flowerpots, upright vases and urns are prohibited in all areas of the cemeteries. Stone or concrete urns that were existent prior to May 1st 1995 are permitted to remain only as long as they continue to be in reasonable condition as determined by cemetery personnel. Damaged or deteriorated urns will be removed, without notice, by cemetery personnel and may not be replaced.
- (3) Flower and plant containers that are movable are allowed on individual or group lots in the cemeteries provided the height of such containers does not exceed 15 inches. The illustrated type of basket (see below) is recommended because it is visually attractive and is so constructed that it can be moved and will not readily fall over. All such containers shall be



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P.O. Box 100
Saugatuck, MI 49453

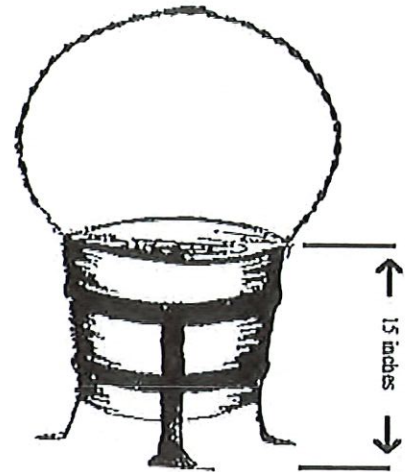
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green in color. The location of such containers will be subject to determination by cemetery personnel, and for purposes of reasonable grounds maintenance procedures, all such containers should be removed in the fall (for the winter months). Cemetery personnel, without notice, will remove containers not removed after October 1st annually, as time and weather conditions dictate.

Section 3. MONUMENT FOUNDATIONS

All cemetery monuments and markers shall be on a foundation of a depth and size and of a material deemed adequate by cemetery personnel. All foundations shall be installed by cemetery personnel only.



Markers and monuments will not be permitted to be delivered to cemetery grounds until a proper order for a foundation installation has been issued to cemetery personnel. All orders must be made through the Saugatuck Township Office.

Section 4. CREMATION INTERMENTS

Cremation interments are permitted in all useable burial spaces in the Cemeteries. Interments involving multiple cremations are permitted but must be authorized by the Cemetery Sexton.

Section 5. OPENING AND CLOSING OF BURIAL SPACE

All burial space shall be open and closed by cemetery personnel only. Funeral Service agents are not permitted to open or close burial space in the cemeteries except with the permission of cemetery personnel.

* Burial in any cemetery burial space is restricted to the certificate holder for such lot or space and the certificate holder's spouse, child or stepchild, parent or stepparent, or grandchild or step grandchild. In the event of unforeseen circumstances or questions of identity, the township sexton shall reach a determination for the right of usage taking into consideration any and all available evidence either written or oral. The determination of the township sexton is considered to be final unless appealed to the township board within 30 calendar days. Upon appeal the township board decision is conclusive and binding on all parties.



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Schedule IV

Cemetery Fees

*Foundation \$.25 per sq. in.

A. Standard Burial

*Weekday Non-Holiday	\$550
*Saturday	\$600
*Sunday/Holiday.....	\$650

B. Cremation Burial

*Weekday Non-Holiday	\$150
* Saturday	\$175
* Sunday / Holiday	\$200

Standard Burial Plot Fees

A. Resident or Taxpayer

a. Standard Plot 1-2 spaces	\$120/space
b. Standard Plot 3-6 spaces	\$480/space
c. Standard Plot more than 6 spaces.....	\$1,500/space

B. Non Resident / Non Tax Payer

a. Standard Plot	\$2000/space
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Cremation Burial Plot Fees

A. Resident or Taxpayer

a. Cremation Plot 1-2 spaces.....	\$80/space
b. Cremation Plot 3-6 spaces.....	\$240/space
c. Cremation Plot more than 6 spaces.....	\$1000/space

B. Non Resident / Non Tax Payer

a. Cremation Plot	\$1500/space
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The fees and charges for burial rights are for the use of cemetery grounds and lots and the purpose of recovering the costs for acquisition, construction, reconstruction, maintenance and operation, and shall be established, adopted and amended from time to time by the Township Board. Such fees and charges may be established for but are not limited to the sale of lots and perpetual care of such lots, burials, removals, foundations, certificate issuance, certificate transfer, and operational and maintenance services as may be determined.

CONTRACTOR SERVICES AGREEMENT

This Contractor Services Agreement is made as of _____, 202____, between the Saugatuck Township (the "Township"), and Heavener Property Services, LLC (Contractor").

RECITALS

1. The Township has determined to have certain seasonal work completed as described in the Request for Proposals attached as **Exhibit A** (the "Work").
2. The Township wishes to retain the services of the Contractor to perform the Work in accordance with the terms and conditions of this Agreement.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

- a. Terms. Contractor will perform the Work as follows:
 - i. Contractor's performance of the Work shall be in compliance with the work description set forth in the Request for Qualifications attached as Exhibit A.
 - ii. Contractor shall report directly to the Township Manager who shall serve as the Township's designated representative and Work Manager for the Work.
 - iii. Notwithstanding anything to the contrary in the Request for Proposals, the Contractor shall not be responsible for maintaining or operating the Township's irrigation systems. That work will be addressed under a separate contract with another entity.
- b. Term. The Contract shall be for a term of 3 years commencing on April 1, 2024.
- c. Compensation. The Township shall pay Contractor at \$3,053 per month for the first year of the term, with an increase reflecting the inflation rate plus 2% in year two, and an additional increase reflecting inflation rate plus 2% for year three. Each increase shall be based on the Consumer Price Index (CPI). The increase shall be calculated by comparing the CPI in February of the second year of the contract to the CPI of February of the base year, and applying any percentage increase, plus an additional two percent, to the original contract price.
- d. Warranties and Compliance. The standard of care for services performed or furnished by Contractor and its employees and agents will be the same care and skill ordinarily used by workers practicing under similar circumstances at the same time and in the same locality. Contractor's performance of the Agreement shall comply with all applicable laws, rules, and regulations. Contractor shall warrant and be responsible for any work, action, performance or failure to perform by any contractor whom Contractor may retain to perform any part of the Work.
- e. Equipment and Supplies. Contractor shall, at its sole expense, provide all necessary equipment and supplies for performance of the services under this Agreement.
- f. Audit and Records. Contractor shall cooperate with any audit required of the Township or reasonably requested by the Township on its own accord, (including but not limited to providing any necessary written authorizations) and shall comply with generally accepted accounting principles and generally accepted government auditing standards. Contractor shall maintain records pertaining to the Work for a minimum of 3 years following satisfactory completion of the Work and promptly shall make such records available to the Township upon the Township's written reasonable request.
- g. Termination. This Agreement may be terminated before it expires under any of the following circumstances:
 - i. If the Township and Contractor mutually agree in writing, this Agreement may be terminated on the terms and dates so stated.
 - ii. If either party gives written notice to the other that such other party has substantially defaulted in the performance of any obligation under this Agreement and such default shall not have been cured within 30

days following the giving of such notice, this Agreement shall terminate on any future date specified in such notice.

iii. If Contractor dissolves or two or more of its principals leave Contractor and the Township, in its sole opinion, believes Contractor is incapable of completing the Work under the terms of this Agreement, the Township may terminate this Agreement upon 30 days written notice to Contractor.

iv. If Contractor files for protection from its creditors or for dissolution in any bankruptcy court or if any such action is filed against it by any creditor resulting in a bankruptcy court having jurisdiction over it, the Township may terminate this Agreement.

h. Effect of Termination. Upon termination of this Agreement neither party shall have any further obligation except for (i) obligations occurring prior to the date of termination, and (ii) obligations, promises or covenants made in this Agreement which are expressly made to extend beyond the terms of this Agreement. Upon receiving notice of termination not requested by or agreed to by Contractor, Contractor shall immediately discontinue all services (unless the notice directs otherwise) and deliver copies of all data, drawings, specifications, reports, estimates, summaries and such other materials it has accumulated in performing its obligations under this Agreement, whether completed or in the process. Unless the termination results from Contractor's default, breach or failure to perform according to this Agreement, an equitable adjustment shall be made in the compensation to be paid Contractor on a time and expense basis but no amount shall be paid on profit anticipated for services not yet performed by Contractor unless the termination results solely from the Township's default, breach or failure to perform according to the Agreement. This adjustment shall be calculated based on an accounting provided by Contractor to the Township of hours expended for services performed and direct costs incurred but not yet billed as of the date of termination (but shall not include work not yet performed) and shall use as a basis the Contractor's standard hourly rates as stated in paragraph b above.

i. Insurance.

i. Contractor shall obtain and maintain a comprehensive general liability insurance policy, automobile coverage, workers' compensation and any requisite endorsements, covering the activities of Contractor and its officers, employees, contractors, sub-contractors and other agents involved in the Work. Such comprehensive liability coverage will be in an amount of not less than \$1,000,000 per occurrence and \$2,000 in the aggregate.

ii. Upon the Township's request, Contractor shall provide a copy of the certificate(s) of insurance to the Township, together with any requisite endorsements, showing such policy and coverage to be in place and the premiums have been fully paid. That insurance shall provide that coverage cannot be modified or terminated without at least 30 days prior written notice to the Township.

j. Indemnification. Contractor shall hold the Township (defined for the purposes of this provision to also include the Township's officers and employees) harmless from and indemnify it for administrative proceedings, judgments, awards, or orders arising from Contractor's (or Contractor's contractors') performance or failure to perform under this Agreement. This indemnity shall survive the expiration and termination of this Agreement.

k. Assignment. Neither party may assign this Agreement or its rights, duties or obligations under this Agreement without the other party's prior written consent. Upon any permitted assignment, the assignee shall have all of the rights, duties and obligations of the assignor.

l. Miscellaneous.

i. Any notice or other communication required or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, to addresses first written above or delivered to the contact persons for either party.

ii. To the extent any term contained in this Agreement conflicts with any term contained in the attached Exhibit, the terms of this Agreement shall control.

iii. This Agreement constitutes the entire Agreement of the parties, and supersedes all prior oral or written representations and agreements, including superseding all of Contractor's proposal, terms and conditions,

or other terms and conditions. This Agreement may not be modified or amended except in writing signed by the parties. It shall not be affected by any course of dealing. The captions are for reference only and shall not affect its interpretation. The recitals are an integral part of the Agreement.

iv. The parties represent, warrant and agree that they have had the opportunity to receive independent legal advice from their attorneys with respect to the advisability of entering into this Agreement and are signing this Agreement after having been fully advised as to its effect. This Agreement shall be construed as if mutually drafted.

v. To the extent permitted by law, the jurisdiction and venue for any action brought pursuant to, arising from, or to enforce any provision of this Agreement shall be solely in the state courts in the County in Michigan in which the Township is located.

The parties have signed this Agreement as of the date first above written.

SAUGATUCK TOWNSHIP

HEAVENER PROPERTY SERVICES, LLC

Abby Bigford, Township Supervisor

Glen Heavener, Principal and Owner

Rebecca Israels, Township Clerk

CITY OF THE VILLAGE OF DOUGLAS
COUNTY OF ALLEGAN
STATE OF MICHIGAN
RESOLUTION NO. 8-2024

A RESOLUTION TO REVIEW THE CEMETERY SERVICES AGREEMENT WITH THE TOWNSHIP OF SAUGATUCK FOR THE TERM OF JULY 1, 2024, TO JUNE 30, 2026

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 4th day of March 2024, at 7:00 p.m.

PRESENT:

ABSENT:

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

RESOLUTION

WHEREAS, The City of the Village of Douglas and Saugatuck Township have in the past entered into a Cemetery Services Agreement in which the two communities share in the cost of lawn care maintenance of the Township's two cemeteries; and

WHEREAS, The City's financial responsibility of this Agreement is limited to the direct lawn care maintenance for cemeteries as provided for in the lawn care contract awarded by the Township and not indirect costs associated with that maintenance. In determining the proportionality of the costs, the participating municipalities shall be the City of Saugatuck (15.21%), Saugatuck Township (60.55%), and City of the Village of Douglas (24.23%).

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS: City Council does hereby approve Resolution _____ and enters into an Agreement with Saugatuck Township for Cemetery Services for the term of July 1, 2024, to June 30, 2026, and authorize the Mayor and City Clerk to sign on behalf of the City.

YEAS: Council Members:

NEAS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

ADOPTED this 4th day of March 2024

CITY OF THE VILLAGE OF DOUGLAS

BY: _____
Cathy North, Mayor Date

BY: _____
Laura Kasper, City Clerk Date

CERTIFICATION

I, Laura Kasper, the duly appointed Clerk of the City of the Village of Douglas do hereby certify that the foregoing is true and complete copy of a Resolution adopted by the Douglas City Council at a regular meeting held on Monday, March 4, 2024, 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: _____
Laura Kasper, City Clerk