



**THE CITY OF THE VILLAGE OF DOUGLAS
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, JULY 07, 2025 AT 6:00 PM
86 W CENTER ST., DOUGLAS MI**

AGENDA

View remotely, online or by phone -

Join online by visiting: <https://us02web.zoom.us/j/89299414741>

Join by phone by dialing: +1 (312) 626-6799 | **Then enter "Meeting ID":** 892 9941 4741

- 1. CALL TO ORDER:** By Mayor
- 2. ROLL CALL:** By Clerk
- 3. PLEDGE OF ALLEGIANCE:** Led by Mayor
- 4. CONSENT CALENDAR**
 - A.** Approve the Council Meeting Agenda for July 7, 2025
 - B.** Approve the Council Regular Meeting Minutes for June 16, 2025
 - C.** Approve the Council Workshop Minutes for June 23, 2025
 - D.** Approve Invoices in the Amount of \$575,165.28
 - E.** Appointments - Steven Merouse; DBRA

Motion to approve the Consent Calendar of July 7, 2025. – roll call vote

- 5. PUBLIC COMMUNICATION - VERBAL (LIMIT OF 3 MINUTES, AGENDA ITEMS ONLY)**
- 6. PUBLIC COMMUNICATION - WRITTEN**
- 7. UNFINISHED BUSINESS**
- 8. NEW BUSINESS**
 - A.** Republic Contract Extension Discussion (No Council Action)
 - B.** Bid Interview - 6825 Wiley Road (17-Acres)

C. Special Event - Halloween Parade 2025

Motion to approve the special event permit application from Hystopolis Productions for the 27th annual Douglas Halloween Parade with the estimated cost of \$13,296.80 to be paid no later than one week prior to the event, and subject to meeting the required conditions set by the Douglas Police Department and Douglas Department of Public Works. - roll call vote

D. Resolution 20-2025 - Authorizing Sale of 47 W. Center Street

Motion to adopt resolution 20-2025, authorizing the sale of City-owned property at 47 W. Center Street to Ufuk Turan for \$452,000, including a \$25,000 redevelopment escrow, a no-cost lease until possession, and authorizing the Mayor and City Clerk to execute all necessary documents. - roll call vote

9. REPORTS

A. Commission/Committee/Boards

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

B. Administration Report

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

11. COUNCIL COMMENTS

12. MAYOR’S REPORT/COMMENTS

13. ADJOURNMENT

Motion to adjourn the meeting.

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



**THE CITY OF THE VILLAGE OF DOUGLAS
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, JUNE 16, 2025 AT 6:00 PM
86 W CENTER ST., DOUGLAS MI**

MINUTES

1. **CALL TO ORDER:** By Mayor North
2. **ROLL CALL:** By Clerk Kasper
PRESENT
Mayor Cathy North
Councilmember Jerome Donovan
Councilmember Neal Seabert
Councilmember John O'Malley
Mayor Pro-Tem Randy Walker
Councilmember Gregory Freeman
Councilmember Matt Balmer
Also Present City Manager Lisa Nocerini
City Clerk Laura Kasper
3. **PLEDGE OF ALLEGIANCE:** Led by Mayor North
4. **RETIREMENT HONOR - TOM DOANE**
5. **CONSENT CALENDAR**
 - A. Approve the Council Meeting Agenda for June 16, 2025- *removal of item 9.A., and additional appointment of Steven Merouse to PC.*
 - B. Approve the Council Regular Meeting Minutes for June 2, 2025
 - C. Approve the Council Workshop Minutes for June 9, 2025
 - D. Approve the Council Special Meeting Minutes for June 9, 2025
 - E. Approve Invoices in the Amount of \$69,316.72
 - F. Appointments - Patty Hanson: DHA, *Steven Merouse: PC*

Motion by Walker, second by Seabert, to approve the Consent Calendar of June 16, 2025, as amended. – Motion carried by unanimous roll call vote.

6. **PUBLIC COMMUNICATION – VERBAL:** Public comments were received.
7. **PUBLIC COMMUNICATION – WRITTEN:** None
8. **UNFINISHED BUSINESS:** None
9. **NEW BUSINESS**

- B. 47 W. Center Street - Offers Received - Discussion (L. Nocerini)
- C. 17-Acre Bid Interviews - Meeting Date (L. Nocerini)

Motion by Balmer, second by Seabert, to schedule a workshop meeting on Monday June 23, 2025, at 5:00PM. – Motion carried by unanimous roll call vote.

- D. Resolution 18-2025 - Amending the Budget FY 24-25 General Appropriations Act (L. Nocerini)

Motion by Balmer, second by O'Malley, to adopt resolution 18-2025, outlining amendments to the City of the Village of Douglas 2024-2025 fiscal year budget. – Motion carried by unanimous roll call vote.

- E. Resolution 19-2025 - Fiscal Year 2025-2026 Budget Adoption - Public Hearing (L. Nocerini)

Motion by Seabert, second by Freeman, to open the public hearing for resolution 19-2025. – Motion carried by unanimous roll call vote.

- 1. Administration Comments – City Manager Nocerini and City Treasurer Raza provided a summary
- 2. Public Comments - None
- 3. Council Comments - None

Motion by Seabert, second by Balmer, to close the public hearing for resolution 19-2025. – Motion carried by unanimous roll call vote.

Motion by O'Malley, second by Seabert, to adopt resolution 19-2025, approving the Fiscal Year 2025-2026 General Appropriations Act adopting the annual budget for the City of the Village of Douglas. – Motion carried by unanimous 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
 - 10. Tri-Community Wildlife Committee

- B. Administration Report - City Manager Nocerini and DPW Director Zoet provided updates.

11. PUBLIC COMMUNICATION – VERBAL: Public comments were received.

12. COUNCIL COMMENTS: Councilmembers made final comments.

13. MAYOR'S REPORT/COMMENTS: Mayor North stated final comments.

14. ADJOURNMENT

Motion by Seabert, second by Balmer, to adjourn the meeting.

Approved on this 7th day of July 2025

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 June 16, 2025, 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
WORKSHOP MEETING OF THE CITY
COUNCIL**

**MONDAY, JUNE 23, 2025 AT 5:00 PM
86 W CENTER ST., DOUGLAS MI**

MINUTES

1. **CALL TO ORDER:** By Mayor North
2. **ROLL CALL:** By Clerk Kasper
PRESENT
Mayor Cathy North
Councilmember Neal Seabert
Councilmember John O'Malley
Mayor Pro-Tem Randy Walker
Councilmember Gregory Freeman
Councilmember Matt Balmer
Also Present City Manager Lisa Nocerini
City Clerk Laura Kasper
ABSENT
Councilmember Jerome Donovan
3. **BID INTERVIEWS - 6825 WILEY ROAD (17-ACRES):** Interra Homes & Redstone
4. **PUBLIC COMMUNICATION – VERBAL:** Public comments were received.
5. **COUNCIL/MAYOR COMMENTS:** Councilmembers made final comments.
6. **ADJOURNMENT**

Motion by Seabert, second by Balmer, to adjourn the meeting.

Approved on this 7th day of July 2025

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 June 23, 2025, I further certify that the meeting was duly called and that a quorum was present.

Signed: _____ Date: _____

Laura Kasper, City Clerk

07/01/2025

INVOICE REGISTER REPORT FOR CITY OF THE VILLAGE OF DOUGLAS

Inv Num	Vendor	Inv Date	Due Date	Inv Amt
Inv Ref#	Description	Entered By		
	GL Distribution			
SIN045039				
51316	ALL TRAFFIC SOLUTIONS INC	06/11/2025	07/07/2025	345.53
	SPEED SIGN BATTERY PACK			
101-301.000-930.000	REPAIRS & MAINTENANCE: GENERAL			345.53
FFM7889GR				
51437	ALRO STEEL	06/13/2025	07/07/2025	405.95
	SCHULTZ LAUNCH			
101-751.000-930.000	REPAIRS & MAINTENANCE: GENERAL			405.95
FFL8334GR				
51438	ALRO STEEL	06/12/2025	07/07/2025	1,530.41
	SCHULTZ LAUNCH			
213-753.000-930.000	REPAIRS & MAINTENANCE: GENERAL			801.10
101-751.000-930.000	REPAIRS & MAINTENANCE: GENERAL			729.31
SP2/156702				
51372	ALTA EQUIPMENT CO.	06/17/2025	07/07/2025	4,403.86
	MOTOR			
660-903.000-930.004	VEHICLE MAINTENANCE & REPAIRS			4,403.86
SS2/72225				
51373	ALTA EQUIPMENT CO.	06/19/2025	07/07/2025	2,737.09
	BRAKE CALIPER			
660-903.000-930.004	VEHICLE MAINTENANCE & REPAIRS			2,737.09
27203				
51340	AQUATIC DOCTORS	06/10/2025	07/07/2025	28,577.50
	SYSTEMIC HERBICIDES			
594-597.002-802.000	CONTRACTUAL			28,577.50
2ND QTR 25				
51444	MATT BALMER	06/30/2025	07/07/2025	350.00
	Q2 CC AND PC PAY			
101-101.000-703.000	WAGES			300.00
101-701.000-703.000	WAGES			50.00
73097292				
51342	BAUMANN & DEGROOT	06/19/2025	07/07/2025	696.00
	SPRING AC SERVICE AGREEMENT			
101-265.000-930.000	REPAIRS & MAINTENANCE: GENERAL			696.00
JUNE-2025				
51458	BILL MCILWANE	06/15/2025	07/07/2025	255.00
	REIMBURSEMENT FOR ART IN DOUGLAS			
248-728.000-880.000	COMMUNITY PROMOTION			255.00
2548				
51421	BILLS TREE SERVICE	06/27/2025	07/07/2025	1,250.00
	REMOVE TREE AT 53 RANDOLPH ST			
101-463.000-802.010	CONTRACTUAL FORESTRY			1,250.00
2544				
51422	BILLS TREE SERVICE	06/19/2025	07/07/2025	2,500.00
	TREE REMOVAL ON 111 WALL ST			

101-463.000-802.010	CONTRACTUAL FORESTRY			2,500.00
2543				
51423	BILLS TREE SERVICE	06/16/2025	07/07/2025	4,590.00
	TREE REMOVAL AT WADES BAYOU			
101-463.000-802.010	CONTRACTUAL FORESTRY			4,590.00
6038				
51389	BREWER'S CITY DOCK INC	06/18/2025	07/07/2025	1,497.32
	LIMESTONE			
101-463.000-930.000	REPAIRS & MAINTENANCE: GENERAL			1,497.32
PAY APP #5				
51418	CARBON SIX CONSTRUCTION INC	06/30/2025	07/07/2025	447,613.20
	PAYMENT APPLICATION #5			
470-265.000-974.000	CONSTRUCTION			447,613.20
02-719759				
51456	CARLETON EQUIPMENT	06/25/2025	07/07/2025	550.00
	MACHINE RENTAL AND RETURN CREDIT MEMO			
101-265.000-802.000	CONTRACTUAL			550.00
JULY-2025				
51311	COMCAST	06/15/2025	07/07/2025	236.15
	PD INTERNET			
101-301.000-851.000	TELEPHONE			236.15
JULY-2025 CH				
51336	COMCAST	06/13/2025	07/07/2025	412.02
	INTERNET			
101-265.000-851.000	TELEPHONE			412.02
6-2025				
51406	COMMUNITY PRIDE MI	06/30/2025	07/07/2025	5,000.00
	COMMUNITY PRIDE REIMBURSEMENT			
248-728.000-880.000	COMMUNITY PROMOTION			5,000.00
201987996586				
51352	CONSUMERS ENERGY	06/25/2025	07/07/2025	111.12
	37 S WASHINGTON EV CHARGING			
101-751.000-922.000	UTILITIES			111.12
206081425199				
51353	CONSUMERS ENERGY	06/25/2025	07/07/2025	170.84
	2993 BLUE STAR HWY #108			
101-265.000-922.000	UTILITIES			170.84
206081425198				
51354	CONSUMERS ENERGY	06/25/2025	07/07/2025	194.95
	2993 BLUE STAR HWY #100			
101-265.000-922.000	UTILITIES			194.95
205992436117				
51355	CONSUMERS ENERGY	06/25/2025	07/07/2025	39.05
	147 CENTER ST			
101-751.000-922.000	UTILITIES			39.05
206704016762				
51356	CONSUMERS ENERGY	06/25/2025	07/07/2025	53.74
	250 WILEY RD			
213-753.000-922.000	UTILITIES			53.74
207148041334				

51357	CONSUMERS ENERGY	06/25/2025	07/07/2025	189.58
	2993 BLUE STAR HWY #101			
	101-265.000-922.000 UTILITIES			189.58
207148041333				
51358	CONSUMERS ENERGY	06/25/2025	07/07/2025	101.20
	2993 BLUE STAR HWY #102			
	101-265.000-922.000 UTILITIES			101.20
201810008972				
51367	CONSUMERS ENERGY	06/25/2025	07/07/2025	55.92
	201 S WASHINGTON ST			
	594-597.000-922.000 UTILITIES			55.92
205814480189				
51410	CONSUMERS ENERGY	06/30/2025	07/07/2025	257.72
	47 CENTER ST			
	101-301.000-922.000 UTILITIES			257.72
205814480190				
51411	CONSUMERS ENERGY	06/30/2025	07/07/2025	266.78
	86 W CENTER			
	101-265.000-922.000 UTILITIES			266.78
206970745065				
51412	CONSUMERS ENERGY	06/30/2025	07/07/2025	770.89
	503 W CENTER ST			
	101-463.000-922.000 UTILITIES			770.89
201098184416				
51413	CONSUMERS ENERGY	06/30/2025	07/07/2025	319.80
	486 WATER ST			
	101-265.000-922.000 UTILITIES			319.80
201098184417				
51414	CONSUMERS ENERGY	06/30/2025	07/07/2025	144.81
	37 S WASHINGTON ST			
	101-751.000-922.000 UTILITIES			144.81
201098184418				
51415	CONSUMERS ENERGY	06/30/2025	07/07/2025	37.55
	25 MAIN ST			
	101-751.000-922.000 UTILITIES			37.55
6-14-25				
51390	COURT MENDERS LLC	06/14/2025	07/07/2025	3,400.00
	PICKLEBALL COURT REPAIRS			
	101-751.000-930.000 REPAIRS & MAINTENANCE: GENERAL			3,400.00
JUNE-2025				
51405	DAVE LAAKSO	06/27/2025	07/07/2025	200.00
	REIMBURSEMENT FOR ART IN DOUGLAS MUSIC			
	248-728.000-880.000 COMMUNITY PROMOTION			200.00
2ND QTR 25				
51441	JEROME DONOVAN	06/30/2025	07/07/2025	300.00
	Q2 CC PAY			
	101-101.000-703.000 WAGES			300.00
9578				
51333	DOUGLAS SHELL	06/23/2025	07/07/2025	92.75
	SERVICE FOR VEHICLE #4			

101-301.000-930.004	VEHICLE MAINTENANCE & REPAIRS	92.75
99709		
51436 DRUMMOND MARINE INC	06/19/2025 07/07/2025	150.00
DOCK CLEAT		
213-753.000-930.000	REPAIRS & MAINTENANCE: GENERAL	150.00
S106331091.001		
51384 ETNA SUPPLY CO.	06/19/2025 07/07/2025	296.00
SOIL PROBE		
101-751.000-977.000	EQUIPMENT	296.00
S106331960.001		
51385 ETNA SUPPLY CO.	06/18/2025 07/07/2025	102.50
SCHULTZ DOCK		
213-753.000-930.000	REPAIRS & MAINTENANCE: GENERAL	102.50
MIHOL482942		
51420 FASTENAL COMPANY	06/18/2025 07/07/2025	50.54
TOILET PAPER		
101-751.000-740.000	SUPPLIES	50.54
2ND QTR 25		
51442 GREGORY FREEMAN	06/30/2025 07/07/2025	350.00
Q2 CC PAY & PC PAY		
101-101.000-703.000	WAGES	300.00
101-701.000-703.000	WAGES	50.00
S83044		
51380 GREENMARK EQUIPMENT LLC	06/16/2025 07/07/2025	248.68
CHAIN SAW REPAIR		
660-903.000-930.004	VEHICLE MAINTENANCE & REPAIRS	248.68
23084161237		
51391 HOLLAND SMALL ENGINE, LLC	06/25/2025 07/07/2025	125.00
MUFFLER		
660-903.000-930.004	VEHICLE MAINTENANCE & REPAIRS	125.00
6-12-25		
51343 KYLE HOOKER	06/12/2025 07/07/2025	21.17
UNIFORM REIMBURSEMENT		
101-463.000-750.000	UNIFORMS	21.17
17529		
51394 HUNTREE NURSERY	06/10/2025 07/07/2025	89.50
BLACK POT AND POTTING SOIL		
101-751.000-740.000	SUPPLIES	89.50
302347		
51374 IHLE AUTO PARTS	06/25/2025 07/07/2025	77.04
OIL AND FILTER		
660-903.000-930.004	VEHICLE MAINTENANCE & REPAIRS	77.04
302496		
51407 IHLE AUTO PARTS	06/30/2025 07/07/2025	34.58
OIL		
101-301.000-930.004	VEHICLE MAINTENANCE & REPAIRS	34.58
2ND QTR 25		
51448 JENNIFER LUDWICK	06/30/2025 07/07/2025	50.00
Q2 PC PAY		
101-701.000-703.000	WAGES	50.00

2ND QTR 25					
51443	JOHN O'MALLEY	06/30/2025	07/07/2025		350.00
	Q2 CC & PC PAY				
101-101.000-703.000	WAGES				300.00
101-701.000-703.000	WAGES				50.00
1005028					
51396	JOHN'S BATTERY & ELECTRIC	06/24/2025	07/07/2025		336.50
	POLICE CAR INVERTER				
101-301.000-930.004	VEHICLE MAINTENANCE & REPAIRS				336.50
5-2995BSHWY106					
51318	KALAMAZOO LAKE SEWER & WATER	06/15/2025	07/07/2025		164.76
	2995 BLUE STAR HWY UNIT #106				
101-265.000-922.000	UTILITIES				164.76
IUNE25-26 BAYOU					
51319	KALAMAZOO LAKE SEWER & WATER	06/15/2025	07/07/2025		529.04
	26 BAYOU DR IRRIGATION				
101-751.000-922.000	UTILITIES				529.04
-2995BSHWY#102					
51320	KALAMAZOO LAKE SEWER & WATER	06/15/2025	07/07/2025		485.70
	2995 BLUE STAR HWY STE #102				
101-265.000-922.000	UTILITIES				485.70
-2995BSHWY#101					
51321	KALAMAZOO LAKE SEWER & WATER	06/15/2025	07/07/2025		415.73
	2995 BLUE STAR HWY STE #101				
101-265.000-922.000	UTILITIES				415.73
25-455 CENTER ST					
51322	KALAMAZOO LAKE SEWER & WATER	06/15/2025	07/07/2025		223.21
	455 CENTER ST				
101-751.000-922.000	UTILITIES				223.21
25-147 CENTER ST					
51323	KALAMAZOO LAKE SEWER & WATER	06/15/2025	07/07/2025		100.16
	147 CENTER ST IRRIGATION				
101-751.000-802.000	CONTRACTUAL				100.16
25-47 CENTER ST					
51324	KALAMAZOO LAKE SEWER & WATER	06/15/2025	07/07/2025		423.40
	47 CENTER ST POLICE STATION				
101-301.000-922.000	UTILITIES				423.40
INE25-86 CENTER					
51325	KALAMAZOO LAKE SEWER & WATER	06/15/2025	07/07/2025		185.76
	86 CENTER ST				
101-265.000-922.000	UTILITIES				185.76
25-50 LAKESHORE					
51326	KALAMAZOO LAKE SEWER & WATER	06/15/2025	07/07/2025		208.87
	50 LAKESHORE DR BATHROOM				
101-751.000-922.000	UTILITIES				208.87
NE25-25 MAIN IRR					
51327	KALAMAZOO LAKE SEWER & WATER	06/15/2025	07/07/2025		411.61
	25 MAIN IRRIGATION				
101-751.000-922.000	UTILITIES				411.61
25-25 MAIN DRK F					

51328	KALAMAZOO LAKE SEWER & WATER	06/15/2025	07/07/2025	60.14
	25 MAIN DRINKING FOUNTAIN			
	101-751.000-922.000 UTILITIES			60.14

25-3100	SCHULTZ			
51329	KALAMAZOO LAKE SEWER & WATER	06/15/2025	07/07/2025	1,116.53
	3100 SCHULTZ PARK DR			
	101-751.000-922.000 UTILITIES			1,116.53

201	WASHINGTON			
51330	KALAMAZOO LAKE SEWER & WATER	06/15/2025	07/07/2025	166.43
	201 WASHINGTON ST			
	594-597.000-922.000 UTILITIES			166.43

37	WASHINGTON			
51331	KALAMAZOO LAKE SEWER & WATER	06/15/2025	07/07/2025	473.73
	37 WASHINGTON-BATHROOM			
	101-751.000-922.000 UTILITIES			473.73

25-786	WATER ST			
51332	KALAMAZOO LAKE SEWER & WATER	06/15/2025	07/07/2025	182.02
	486 WATER ST NEW BARN			
	101-265.000-922.000 UTILITIES			182.02

DOUGLAS, MI	DDA			
51416	KAREN MATSON	04/30/2025	07/07/2025	571.73
	RACK CARDS			
	248-728.000-880.000 COMMUNITY PROMOTION			571.73

29506765				
51417	KAREN MATSON	04/30/2025	07/07/2025	223.11
	RACK CARDS FOR ART IN DOUGLAS			
	248-728.000-880.000 COMMUNITY PROMOTION			223.11

2ND QTR	25			
51451	KEN KUTZEL	06/30/2025	07/07/2025	50.00
	2ND QTR ZBA PAY			
	101-701.000-703.000 WAGES			50.00

271960				
51310	KERKSTRA RESTROOM SERVICE	06/09/2025	07/07/2025	190.00
	DOUGLAS BEACH PARK			
	101-751.000-802.000 CONTRACTUAL			190.00

273220				
51398	KERKSTRA RESTROOM SERVICE	06/23/2025	07/07/2025	190.00
	WADES BAYOU			
	594-597.001-930.000 REPAIRS & MAINTENANCE: GENERAL			190.00

273215				
51399	KERKSTRA RESTROOM SERVICE	06/23/2025	07/07/2025	190.00
	DOUGLAS MARINA PARK			
	594-597.000-802.000 CONTRACTUAL			190.00

273217				
51400	KERKSTRA RESTROOM SERVICE	06/23/2025	07/07/2025	305.00
	SCHULTZ PARK PLAYGROUND			
	101-751.000-802.000 CONTRACTUAL			305.00

273216				
51401	KERKSTRA RESTROOM SERVICE	06/23/2025	07/07/2025	115.00
	SCHULTZ PARK BOAT LAUNCH RAMP			

213-753.000-958.000	MISCELLANEOUS			115.00
273218				
51402	KERKSTRA RESTROOM SERVICE	06/23/2025	07/07/2025	115.00
	UNION ST BOAT LAUNCH			
101-751.000-802.000	CONTRACTUAL			115.00
273219				
51403	KERKSTRA RESTROOM SERVICE	06/23/2025	07/07/2025	115.00
	VETERAN MEMORIAL PARK			
101-751.000-802.000	CONTRACTUAL			115.00
273214				
51404	KERKSTRA RESTROOM SERVICE	06/23/2025	07/07/2025	115.00
	SCHULTZ PARK DOG PARK			
101-751.000-802.000	CONTRACTUAL			115.00
2ND QTR 25				
51449	LAURA PETERSON	06/30/2025	07/07/2025	100.00
	Q2 PC & ZBA PAY			
101-701.000-703.000	WAGES			100.00
49078764				
51338	MCCLOUD SERVICES	06/06/2025	07/07/2025	56.94
	PEST CONTROL-415 WILEY			
101-265.000-802.000	CONTRACTUAL			56.94
49078772				
51339	MCCLOUD SERVICES	06/06/2025	07/07/2025	56.94
	PEST CONTROL-486 WATER ST			
101-265.000-802.000	CONTRACTUAL			56.94
57204				
51368	MENARDS-HOLLAND	06/23/2025	07/07/2025	233.97
	DEHUMIDIFIER			
101-265.000-930.000	REPAIRS & MAINTENANCE: GENERAL			233.97
56884				
51369	MENARDS-HOLLAND	06/18/2025	07/07/2025	13.51
	SCHULTZ DOCK			
213-753.000-930.000	REPAIRS & MAINTENANCE: GENERAL			13.51
57168				
51370	MENARDS-HOLLAND	06/23/2025	07/07/2025	107.42
	SUPPLIES			
101-265.000-740.000	SUPPLIES			68.94
101-265.000-930.000	REPAIRS & MAINTENANCE: GENERAL			38.48
56787				
51371	MENARDS-HOLLAND	06/17/2025	07/07/2025	0.55
	DEBTS CREW			
101-265.000-740.000	SUPPLIES			0.55
57676				
51454	MENARDS-HOLLAND	07/01/2025	07/07/2025	59.50
	SCHULTZ PARK			
101-463.000-930.000	REPAIRS & MAINTENANCE: GENERAL			59.50
JUNE-2025				
51457	MICHAEL BURMEISTER	06/14/2025	07/07/2025	600.00
	REIMBURSEMENT FROM DDA FOR ART IN DOUGLAS			
248-728.000-880.000	COMMUNITY PROMOTION			600.00

5522552512				
51337	MICHIGAN GAS UTILITIES	06/23/2025	07/07/2025	98.60
	415 WILEY APT 108			
101-265.000-922.000	UTILITIES			98.60
5524750321				
51346	MICHIGAN GAS UTILITIES	06/23/2025	07/07/2025	75.54
	47 W CENTER ST			
101-301.000-802.000	CONTRACTUAL			75.54
5527112672				
51347	MICHIGAN GAS UTILITIES	06/24/2025	07/07/2025	57.24
	486 WATER ST			
101-265.000-922.000	UTILITIES			57.24
5524248994				
51348	MICHIGAN GAS UTILITIES	06/23/2025	07/07/2025	71.73
	86 CENTER			
101-265.000-922.000	UTILITIES			71.73
5524541275				
51349	MICHIGAN GAS UTILITIES	06/23/2025	07/07/2025	41.25
	415 WILEY STE 101			
101-265.000-922.000	UTILITIES			41.25
5524723402				
51350	MICHIGAN GAS UTILITIES	06/23/2025	07/07/2025	42.58
	415 SILEY APT 102			
101-265.000-922.000	UTILITIES			42.58
0007596				
51344	MICHIGAN MUNICIPAL LEAGUE	05/01/2025	07/07/2025	1,042.00
	MML MEMBERSHIP DUES			
101-101.000-908.000	DUES/FEES/PUBLICATIONS			1,042.00
4220				
51315	MICHIGAN TWP. SERVICES ALLEGAN	06/06/2025	07/07/2025	4,770.70
	PERMIT FEES-MAY 2025			
101-701.000-804.000	CONTRACTUAL BUILDING INSPECTIO			4,770.70
W06043515-1				
51439	MORRISON INDUSTRIAL EQUIPMENT CO	06/30/2025	07/07/2025	1,080.13
	ANNUAL ANALYSIS			
660-903.000-930.004	VEHICLE MAINTENANCE & REPAIRS			1,080.13
57997				
51334	NEW DAWN LINEN SERVICE	06/23/2025	07/07/2025	48.72
	CITY AND POLICE RUG CLEANING			
101-265.000-802.000	COMMERCIAL CLEANING			17.05
101-301.000-802.000	COMMERCIAL CLEANING			31.67
2ND QTR 25				
51440	CATHY NORTH	06/30/2025	07/07/2025	450.00
	Q2 CC PAY			
101-101.000-703.000	WAGES			450.00
919316				
51345	NYE UNIFORM COMPANY	06/19/2025	07/07/2025	418.91
	UNIFORM-STEVE KENT			
101-301.000-750.000	UNIFORMS			418.91
37098				

51312	ON DUTY GEAR LLC	06/16/2025	07/07/2025	351.99
	OFFICER SOUTHWICK			
	101-301.000-750.000 UNIFORMS			351.99
37099				
51313	ON DUTY GEAR LLC	06/16/2025	07/07/2025	1,140.98
	MARK GILES			
	101-301.000-750.000 UNIFORMS			1,140.98
2506-872713				
51381	OVERISEL LUMBER CO.	06/25/2025	07/07/2025	52.18
	BLUESTAR BIKE PATH			
	101-463.000-930.000 REPAIRS & MAINTENANCE: GENERAL			52.18
2506-873074				
51382	OVERISEL LUMBER CO.	06/26/2025	07/07/2025	26.31
	COMPACTOR			
	101-751.000-977.000 EQUIPMENT			24.97
	660-903.000-930.004 VEHICLE MAINTENANCE & REPAIRS			1.34
2506-872762				
51383	OVERISEL LUMBER CO.	06/25/2025	07/07/2025	7.99
	415 WILEY			
	101-265.000-930.000 REPAIRS & MAINTENANCE: GENERAL			7.99
2506-871157				
51425	OVERISEL LUMBER CO.	06/20/2025	07/07/2025	132.63
	SCHULTZ DOCK			
	213-753.000-930.000 REPAIRS & MAINTENANCE: GENERAL			132.63
2506-871655				
51426	OVERISEL LUMBER CO.	06/23/2025	07/07/2025	9.99
	OFFICE			
	101-265.000-740.000 SUPPLIES			9.99
2506-873371				
51427	OVERISEL LUMBER CO.	06/27/2025	07/07/2025	1.39
	DDA SPINNING WHEEL			
	248-728.000-880.000 COMMUNITY PROMOTION			1.39
2506-871068				
51428	OVERISEL LUMBER CO.	06/20/2025	07/07/2025	45.98
	SUPPLIES			
	101-751.000-977.000 EQUIPMENT			45.98
2506-868692				
51429	OVERISEL LUMBER CO.	06/13/2025	07/07/2025	13.28
	SHOP			
	101-265.000-740.000 SUPPLIES			13.28
2506-868769				
51430	OVERISEL LUMBER CO.	06/13/2025	07/07/2025	39.90
	POLICE DEPARTMENT			
	101-463.000-930.000 REPAIRS & MAINTENANCE: GENERAL			39.90
2506-868298				
51431	OVERISEL LUMBER CO.	06/12/2025	07/07/2025	31.99
	415 WILEY			
	101-751.000-977.000 EQUIPMENT			31.99
2506-869613				
51432	OVERISEL LUMBER CO.	06/17/2025	07/07/2025	24.99

SHOP					
101-463.000-740.000	SUPPLIES				24.99
2506-873903					
51433	OVERISEL LUMBER CO.	06/30/2025	07/07/2025		86.31
LIGHT POLES					
101-463.000-930.000	REPAIRS & MAINTENANCE: GENERAL				86.31
2506-873992					
51434	OVERISEL LUMBER CO.	06/30/2025	07/07/2025		30.36
LIGHT POLES					
101-463.000-930.000	REPAIRS & MAINTENANCE: GENERAL				30.36
2ND QTR 25					
51447	PATRICIA C HANSON	06/30/2025	07/07/2025		50.00
Q2 PC PAY					
101-701.000-703.000	WAGES				50.00
111257					
51408	PINCHIN	03/28/2025	07/07/2025		312.50
200 BLUE STAR HIGHWAY					
243-000.000-802.243	BLIGHT REMOVAL				312.50
110796					
51409	PINCHIN	02/21/2025	07/07/2025		845.00
200 BLUE STAR HIGHWAY					
243-000.000-802.243	BLIGHT REMOVAL				845.00
JULY-2025					
51314	PITNEY BOWES INC	06/16/2025	07/07/2025		300.00
POSTAGE					
101-215.000-901.000	POSTAGE				300.00
1027697219					
51397	PITNEY BOWES INC	06/26/2025	07/07/2025		19.08
INK PAD REPLACEMENT KIT					
101-215.000-901.000	POSTAGE				19.08
10951976					
51360	PLUNKETT COONEY	06/13/2025	07/07/2025		479.69
ATTORNEY FEES					
101-701.000-801.000	CONTRACTUAL ATTORNEY				479.69
10951978					
51361	PLUNKETT COONEY	06/13/2025	07/07/2025		4,747.50
GENERAL, SWINGBRIDGE, CC, WESTSHORE					
101-266.000-801.000	CONTRACTUAL ATTORNEY				990.00
101-000.000-283.000	ESCROW				3,757.50
1003026					
51341	PM GROUP BENEFIT	06/16/2025	07/07/2025		833.00
BENEFIT PLAN ADMIN SERVICES					
101-265.000-802.000	CONTRACTUAL				833.00
89113					
51362	PREIN & NEWHOF	06/06/2025	07/07/2025		202.00
CENTER COLLECTIVE					
101-000.000-283.000	ESCROW				202.00
89174					
51363	PREIN & NEWHOF	06/06/2025	07/07/2025		670.50
312 FERRY ST					

101-000.000-283.000	ESCROW			670.50
89201				
51364	PREIN & NEWHOF	06/06/2025	07/07/2025	1,015.95
	2025 ROAD IMPROVEMENTS			
202-463.000-806.000	CONTRACTUAL ENGINEERING			507.98
203-463.000-806.000	CONTRACTUAL ENGINEERING			507.97
89132				
51365	PREIN & NEWHOF	06/06/2025	07/07/2025	4,584.00
	2240716 DOUGLAS WATER SERVICE VERIFICATION			
450-536.000-974.000	CONSTRUCTION			4,584.00
89122				
51366	PREIN & NEWHOF	06/06/2025	07/07/2025	846.50
	WESTSHORE PUD AMENDMENT			
101-000.000-283.000	ESCROW			846.50
89210				
51393	PREIN & NEWHOF	06/06/2025	07/07/2025	4,938.20
	GENERAL CONSULTING			
101-701.000-806.000	CONTRACTUAL ENGINEERING			2,093.70
101-463.000-806.000	CONTRACTUAL ENGINEERING			1,935.50
450-536.000-974.000	CONSTRUCTION			909.00
2ND QTR 25				
51452	TARUE PULLEN	06/30/2025	07/07/2025	50.00
	2ND QTR ZBA PAY			
101-701.000-703.000	WAGES			50.00
0002235946				
51387	PURITY CYLINDER GASES INC	06/18/2025	07/07/2025	61.86
	11 LB SPOOL			
101-265.000-740.000	SUPPLIES			61.86
0002235122				
51388	PURITY CYLINDER GASES INC	06/17/2025	07/07/2025	186.38
	CYLINDER			
101-265.000-740.000	SUPPLIES			186.38
0002248526				
51455	PURITY CYLINDER GASES INC	06/30/2025	07/07/2025	24.93
	QUARTERLY CYLINDER RENTAL			
101-265.000-802.000	CONTRACTUAL			24.93
744694				
51435	S.A. MORMAN & CO	06/20/2025	07/07/2025	340.00
	BATHROOM LOCK			
101-751.000-802.000	CONTRACTUAL			340.00
25-0000756				
51351	SAUGATUCK TWP FIRE DISTRICT	06/23/2025	07/07/2025	700.00
	RENTAL HOME INSPECTIONS			
101-701.000-802.000	CONTRACTUAL			700.00
2ND QTR 25				
51453	BILL SCHUMACHER	06/30/2025	07/07/2025	50.00
	2ND QTR ZBA PAY			
101-701.000-703.000	WAGES			50.00
S17103				
51375	SCOTT'S LANDSCAPE MANAGMENT INC	06/23/2025	07/07/2025	168.75

SERVICE CALL AT SOCCER FIELD				
101-463.000-802.007	LANDSCAPING SERVICES			168.75

S17147				
51376	SCOTT'S LANDSCAPE MANAGMENT INC	06/26/2025	07/07/2025	727.00
	TOPSOIL			
101-463.000-930.000	REPAIRS & MAINTENANCE: GENERAL			727.00

S17032				
51377	SCOTT'S LANDSCAPE MANAGMENT INC	06/19/2025	07/07/2025	12,500.00
	IRRIGATION INSTALLATION AT WADES BAYOU			
594-597.001-974.000	CONSTRUCTION			12,500.00

2ND QTR 25				
51445	NEAL SEABERT	06/30/2025	07/07/2025	350.00
	Q2 CC & PC PAY			
101-101.000-703.000	WAGES			300.00
101-701.000-703.000	WAGES			50.00

MO25118				
51395	SINCLAIR RECREATION	06/19/2025	07/07/2025	1,579.15
	BENCH-PAID FOR BY DONATION			
101-751.000-979.000	CAPITAL OUTLAY			1,579.15

155159649-001				
51379	SITEONE LANDSCAPE SUPPLY	06/20/2025	07/07/2025	122.78
	SOLENOID ASSEMBLY			
101-463.000-802.007	LANDSCAPING SERVICES			122.78

6671421				
51317	TAFT STETTINIUS & HOLLISTER LLP	05/22/2025	07/07/2025	2,350.00
	ENVIRONMENTAL REPOSE RECOVERY			
243-000.000-802.243	BLIGHT REMOVAL			2,350.00

6712920				
51419	TAFT STETTINIUS & HOLLISTER LLP	06/23/2025	07/07/2025	641.50
	200 BLUE STAR			
243-000.000-802.243	BLIGHT REMOVAL			641.50

2ND QTR 25				
51450	THOMAS HICKEY	06/30/2025	07/07/2025	50.00
	Q2 PC PAY			
101-701.000-703.000	WAGES			50.00

JUNE-2025				
51392	T-MOBILE USA	06/27/2025	07/07/2025	81.16
	AED DEVICES			
101-265.000-802.000	CONTRACTUAL			81.16

194587424				
51386	ULINE	06/25/2025	07/07/2025	1,505.44
	STORAGE CABINET			
101-265.000-740.000	SUPPLIES			1,505.44

JUNE-2025				
51335	VERIZON WIRELESS	06/20/2025	07/07/2025	693.73
	CITY AND POLICE PHONES			
101-215.000-851.000	TELEPHONE			44.51
101-301.000-851.000	TELEPHONE			258.27
101-463.000-851.000	TELEPHONE			215.84
101-701.000-851.000	TELEPHONE			86.09

101-172.000-851.000	TELEPHONE		44.51
101-101.000-851.000	TELEPHONE		44.51
<hr/>			
20201503-00			
51424 VOSS LIGHTING		06/19/2025 07/07/2025	810.49
POLE ARMS AND END CAPS			
101-463.000-740.003	BANNERS		810.49
<hr/>			
2ND QTR 25			
51446 RANDY WALKER		06/30/2025 07/07/2025	250.00
Q2 CC PAY			
101-101.000-703.000	WAGES		250.00
<hr/>			
100538			
51359 WILLIAMS AND WORKS		06/16/2025 07/07/2025	997.50
CC, SWINGBRIDGE, 312 FERRY, GENERAL SUPPORT			
101-000.000-283.000	ESCROW		385.00
101-701.000-803.000	CONTRACTUAL CONSULTANT		612.50
<hr/>			
BYR-1045906			
51378 WOLF KUBOTA		06/26/2025 07/07/2025	393.02
BLADE			
660-903.000-930.004	VEHICLE MAINTENANCE & REPAIRS		393.02
<hr/>			
# of Invoices: 149 # Due: 149 Totals:			575,165.28
# of Credit Memos: 0 # Due: 0 Totals:			0.00
Net of Invoices and Credit Memos:			575,165.28

--- TOTALS BY FUND ---

101 - GENERAL FUND	57,928.41
202 - MAJOR STREET FUND	507.98
203 - LOCAL STREETS FUND	507.97
213 - SCHULTZ PARK LAUNCH RAMP	1,368.48
243 - BROWNFIELD REDEVELOPMENT AUTHORITY FUND	4,149.00
248 - DOWNTOWN DEVELOPMENT AUTHORITY	6,851.23
450 - WATER SEWER FUND	5,493.00
470 - MUNICIPAL BUILDING FUND	447,613.20
594 - DOUGLAS MARINA	41,679.85
660 - EQUIPMENT RENTAL FUND	9,066.16

--- TOTALS BY DEPT/ACTIVITY ---

000.000 -	10,010.50
101.000 - LEGISLATIVE	3,286.51
172.000 - MANAGER	44.51
215.000 - CLERK/TREASURER	363.59
265.000 - BUILDING & GROUNDS	455,456.64
266.000 - ATTORNEY	990.00
301.000 - POLICE	4,003.99
463.000 - GENERAL STREETS & ROW	15,918.93
536.000 - WATER SYSTEM	5,493.00
597.000 - DOUGLAS MARINA	412.35

597.001 - WADES BAYOU	12,690.00
597.002 - DOUGLAS HARBOR AUTHORITY	28,577.50
701.000 - PLANNING & ZONING	9,342.68
728.000 - DOWNTOWN DEVELOPMENT AUTHORITY	6,851.23
751.000 - PARKS & RECREATION	11,289.21
753.000 - LAUNCH RAMPS	1,368.48
903.000 - EQUIP. REPAIRS & MAINTENANCE	9,066.16



MEMORANDUM

REGULAR CITY COUNCIL MEETING

July 7, 2025 at 6:00 PM

TO: City Council

FROM: Lisa Nocerini, City Manager

SUBJECT: Republic Contract Extension Discussion

In 2022 the City of Douglas issued a request for proposal for a qualified vendor to provide services related to the collection, hauling, and disposal of domestic solid waste, recyclable materials, yard waste, bulk waste, and hazardous waste. Republic Services was awarded a three (3) year contract beginning on December 1, 2022 and expiring on November 30, 2025. With that expiration date approaching, City staff is reaching out to Council for next steps.

Essentially, Council has two options per the current contract. Option one, issue a request for proposal for a new contract. Option two, extend the contract with a one (1) year extension. Per the contract, the City is able to extend the contract for two (2) optional one (1) year extension unless earlier terminated. Should an extension be agreed upon, Republic Services and the City retain the right to modify elements of the Contract, if necessary, as addendums. Republic Services is proposing a 10-12% increase in rates. Trash/recycling service for a 96-gallon container would increase from \$18.39 to \$20.23-\$20.59, with all other rates going up the same percentage.

The City's current contract is attached for reference.

Discussion Only

**CITY OF THE VILLAGE OF DOUGLAS
REFUSE AND RECYCLING COLLECTION AND DISPOSAL SERVICES**

Effective December 1, 2022, this Agreement ("Agreement") is made by and between the City of the Village of Douglas ("the City"), a Michigan Municipal Corporation, with offices located at 86 W. Center St., Douglas, Michigan 49406 and Allied Waste Systems, Inc. DBA Republic Services of Jenison, of 2471 Wilshire Dr, Jenison, Michigan, 49428 ("the Contractor") (together, the "Parties").

RECITALS

WHEREAS, the City, pursuant to Chapter 54: Garbage and Refuse Ordinance ("Ordinance"), is authorized to enter into an exclusive, revocable Agreement to a designated collector, giving it the right, power and authority to collect domestic and/or commercial solid waste, recyclable materials, bulk refuse, and yard waste as described herein within the City. This Agreement is entered into pursuant to such Ordinance, and

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

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

WHEREAS, the City desires to enter into an exclusive, revocable Agreement with Contractor for the purpose of providing sanitary and satisfactory methods of preparation, collection, transport and disposal of domestic solid waste and materials from residences and participating commercial units within the City, all as provided in this Agreement, and

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

WHEREAS, a building, or portion thereof, designated for occupancy exclusively for residential purposes, and having cooking facilities and separate sanitary facilities, not including a license nursing home ("Residential Unit") and any premises receiving Services from the designated collector as provided for in 54.09 Contracts ("Participating Units") shall be serviced in accordance with the Agreement.

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

AGREEMENT

The City of the Village of Douglas Ordinance is incorporated herein, with the Request for Proposal, by reference for such purpose.

A. Definitions

Applicable Law. Applicable Law means any applicable law (whether statutory or common), including statutes, ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature promulgated or issued by any governmental authority claiming or having jurisdiction.

Recyclable Material. Recyclable Material consists of any material or substance at the locations where Services will be provided that can be put to beneficial re-use or sold in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint and other paper; plastics and plastic film; ferrous and non-ferrous metals; and glass. Recyclable Material specifically includes those materials listed in Ordinance 54.02 Recyclable Materials.

Solid Waste. Solid Waste is any nonhazardous solid waste generated at City's locations where Services will be provided that is not excluded by the provisions of this Agreement. Solid Waste shall not include any Unacceptable Waste.

Unacceptable Waste. Unacceptable Waste means: (1) Hazardous Waste; (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by Applicable Law; or (3) any otherwise regulated waste.

Waste Material. Waste Material is all Solid Waste and Recyclable Material that are not excluded by this Agreement. Waste Material does not include any Unacceptable Waste.

All words or phrases not defined herein shall have the same meaning given to such words and phrases by the Ordinance, as may be amended from time to time. In the event of a discrepancy between the definitions in this Agreement and the Ordinance, the Ordinance shall control.

B. Collection of Domestic Solid Waste, Recyclable Materials, Yard Waste, Bulk Refuse, Hazardous Waste

1. During the term of this Agreement, unless earlier terminated in accordance with the provisions hereof, the Contractor shall have the exclusive, revocable right to provide the Services to Residential and Participating Units in the City.
2. Domestic Solid Waste: The Contractor shall collect, transport, and properly dispose of all Domestic Solid Waste from all Residential Units and other Participating Units within the City and all City facilities (City Hall, Police Department, and Department of Public Works), subject to the terms of this Agreement and Ordinance. The Contractor shall be solely responsible for billing and collecting its charges for such Services. Domestic Solid Waste shall be disposed in an approved and permitted disposal site that is licensed by the State of Michigan Department of Natural Resources and Environment (DNRE) or the Michigan

Department of Environment, Great Lakes, and Energy (EGLE). The Contractor will specify the name of disposal sites and provide copies of the applicable permits & licenses. City representatives may inspect identified disposal sites at any time to determine compliance with sanitation requirements. Domestic Solid Waste shall be separated and contained in an approved container.

3. **Recyclable Materials:** The Contractor shall provide bi-weekly curbside pick-up of Recyclable Materials to all locations receiving Domestic Solid Waste pick-up upon notice from resident that wish to have such service. The Contractor shall collect and transport Recyclable Materials from all Residential Units and Participating Units within the City subject to the terms of this Agreement and Ordinance. Recyclable Materials shall be delivered to an appropriate recycling facility. The Contractor shall be solely responsible for billing and collecting its charges for such Services from such owners or occupants. Contractor shall provide, at a minimum, pickup of the following materials: newspapers, magazines, corrugated cardboard, junk mail, paperboards, all glass bottles and jars, aluminum and steel cans, household plastics #1 thru #7 (with exceptions); and any other material deemed recyclable and mutually acceptable by the City and the Contractor.
4. **Yard Waste:** The Contractor shall collect and transport Yard Waste from all Residential Units and Participating Units within the City subject to the terms of this Agreement and Ordinance. Residential Units and Participating Units must place yard waste in approved bins on the curb for pick-up. Brush and branch clippings may be bundled up and tied into 4-foot lengths no larger than 2-feet in diameter. The bundle may then be placed on the curb. The Contractor shall place all collected yard waste in a compost facility licensed by the Michigan Department of Natural Resources and Environment (DNRE) or the Michigan Department of Environment, Great Lakes, and Energy (EGLE). The Contractor will specify the name of compost facilities to be used and provide copies of the applicable permits & licenses. City representatives may inspect identified compost facilities at any time. Service shall be provided from the first collection date in April through the last collection date in November each year during the term of service. Yard waste shall be separated as required by the City and contained in an approved container. The Contractor shall be solely responsible for billing and collecting its charges for such Services from such owners or occupants. Contractor shall also permit the City to contract independently for composting Services and/or develop proprietary programs for residential composting.
5. **Bulk Refuse Service:** The Contractor shall make available a program for the Residential Units and Participating Units to independently pay and schedule a pickup of bulk items by calling the following number: 877-698-7274.

Hazardous Waste Collection Day: The Contractor shall provide one annual household Hazardous Waste collection day event, to be held on agreed upon dates and at 4368 60th Steet, Holland, MI 49423, during the term of this Agreement with the first collection to be held in 2023. Each Residential Unit and Participating Unit currently receiving Domestic Solid Waste and Recyclable Material services shall be notified of the collection date, time, appropriate materials accepted. Residents wishing to participate in event must go to 4368 60th St., Holland MI 49423 prior to event and register and pickup voucher to be used day of event. If voucher is not picked up prior to event that resident will not be allowed to participate in that year's event. This process helps gauge participation prior to the event to ensure proper coverage. The Hazardous Waste charge is an additional charge above the Domestic Solid

Waste and Recycling Material services fee (see Exhibit A). This service is not open to any commercial or industrial business in the city. The Contractor shall dispose of hazardous items in an approved and permitted disposal site that is licensed by the State of Michigan Department of Natural Resources and Environment (DNRE). The Contractor will specify the name of disposal sites to be used and provide copies of the applicable permits & licenses. City representatives may inspect identified disposal sites at any time to determine compliance with sanitation requirements. All Hazardous Waste shall be separated and collected by collectors privately contracted for by the person who produced the waste and shall otherwise comply with the provisions of this Agreement and the City's Ordinance.

6. Material shall pass to Contractor when loaded into Contractor's collection vehicle or otherwise received by Contractor. Title to and liability for any Unacceptable Waste shall at no time pass to Contractor.

If Unacceptable Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Waste Container that contains the Unacceptable Waste. In the event Unacceptable Waste is present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such Unacceptable Waste at a facility authorized to accept such Unacceptable Waste in accordance with Applicable Law and charge the depositor or generator of such Unacceptable Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Unacceptable Waste. The City shall provide all reasonable assistance to Contractor in the Contractor's investigation to determine the identity of the depositor or generator of the Unacceptable Waste and the Contractor's efforts to collect the costs incurred by Contractor in connection with such Unacceptable Waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such Unacceptable Waste, except to the extent that such Unacceptable Waste is determined to be attributed to the City.

7. Homeowner Associations: Associations legally incorporated or not, may have separate service arrangements and separate charges if mutually agreed upon between the City and the Contractor. In the event no agreement can be reached between the Association and the Contractor, the Residential Unit will be billed by the Contractor at the Domestic Solid Waste and Recyclable Material service fee in effect at the time. If an Association utilizes a 2-, 4-, 6-, or 8-yard dumpster for Domestic Solid Waste and/or Recyclable Material, the association will be charged in accordance with Exhibit A.
8. Seasonal Service: A Residential Unit or Participating Residential Unit may subscribe to Seasonal Service at rates set forth in Exhibit A. Seasonal Service shall be in all respects identical to regular service (and any other services for which the Residential Unit or Participating Unit may subscribe) except for the term which shall be from May 1 through October 1 each year.
9. Contractor shall Provide pick-up at the front curb of the Residential Unit or Participating Unit to be served, or in the designated "garbage area" located on the premises provided that such designation meets prior approval of the owner, association, Contractor, and the City.
10. Provide weekly pick-up at all residential condominiums in multiple-family structures in the

City, unless otherwise agreed upon by the City. The Contractor will supply, empty, and maintain an adequate number of fully enclosed metal refuse containers for the storage of refuse at multi-family condominium unit buildings. The Contractor agrees to provide additional pick-ups per week upon request of the property owner. The Contractor agrees that they will bill the property owner directly for this additional service. A single container may service all units in a multiple family condominium, or additional containers shall be provided as needed. The size and number of containers at multiple family condominiums shall be mutually decided by the parties.

11. The Contractor shall not landfill uncontaminated Recyclable Materials. Ownership of Recyclable Materials is vested in the Contractor when the items are placed in the collection vehicle. The Contractor shall be responsible for handling, processing, and marketing the Recyclable Material to the aftermarket and is entitled to all proceeds from the sale of Recyclable Materials. The Contractor shall pick-up Recyclable Materials on the same day as Domestic Solid Waste pick-up. Vehicles used to collect Recyclable Materials will be separate from vehicles used for Domestic Solid Waste pick-up or will be designed specifically to keep waste and recyclables separated in different compartments. All Recyclable Material shall be separated and contained in a recycling container furnished by the Contractor. The City's goal is a 60 percent or higher recycling rate.
12. Private Property Collection and Return Service: Private Property Collection and Return Service is the Contractor's entry of the premises of a Residential Unit or Participating Unit in order to collect Domestic Solid Waste, Recyclable Materials and/or Yard Waste from a designated location and return the empty container(s) to a designated location. Private Property Collection and Return Service is offered for those that are legally disabled for an additional monthly charge (see Exhibit A), with the following guidelines: containers must be located in the open, and in view from the road, driveway cannot be more than 150 feet long or have an excessive incline or decline, and driveway must be cleared of all snow and ice, or debris on day of service or it will not be serviced, and resident shall be required to wait till next service day. This Agreement does not preclude Contractor from making similar arrangements with non-disabled owners or occupants.
13. Route: The Contractor shall submit a map designating the collection routes with days of pick-up to the City for its approval. The Contractor may from time-to-time submit changes in routes or days of collection to the City for approval. Upon City approval of the proposed changes, Contractor shall promptly give written or published notice to the affected residents. The City may be divided into different days of collection, if necessary, but on the given day for collection, all waste types should be collected at a given address. However, it is preferred that all residential collections be done on the same day of the week.
14. Uniformity of Services: The Contractor shall provide the Services in a uniform manner to all Residential Units and Participating Units. If the Contractor requires Residential Units or Participating Units to enter into a written agreement for any Service provided, Contractor shall do so using a written agreement which comports with this Agreement and the Ordinance and has been approved by the City.
15. Compliance with laws: The Contractor agrees that all Domestic Solid Waste, Yard Waste, and Bulk Refuse collected pursuant to this Agreement shall be disposed of only in licensed landfills and in accordance with all applicable Michigan and federal laws and regulations,

and all ordinances, rules, and regulations of the City. The Contractor agrees that all Recyclable Materials shall be prepared for and delivered to a secondary market (which may include a lawfully operating recycling facility) in accordance with all applicable Michigan and federal law and regulations, and all ordinances, rules, and regulations of the City. The Contractor shall obtain and maintain all licenses, permits, or other approvals required by Applicable Law to perform its Services pursuant to this Agreement. The Contractor agrees that all Services provided herein, including without limitation collection, transportation, and disposal activities shall be conducted in accordance with applicable Michigan and federal laws and regulations, and all ordinances, rules, and regulations of the City.

16. Contractor may provide contracted-for Services to Residential Units or Participating Units for all types of Domestic Solid Waste not directly covered by this Agreement, to be billed by the Contractor to the resident, including large quantities of earth, sod, rocks, concrete, rubble and refuse from the remodeling, construction, and demolition of buildings, excavations, and other materials, except for poisonous and toxic materials and large quantities of liquid requiring tank truck disposal equipment. On request, the Contractor will furnish estimates to residents for the cost of removal of any materials pursuant to this paragraph.
17. Commercial or Industrial Refuse: The Contractor shall not be required under the terms of this Agreement to collect refuse from any commercial or industrial establishment. The Contractor may, at their option, contract with firms, individuals, or agencies for collection service outside the scope of this Agreement, subject to any regulation governing refuse disposal contractors generally, and providing such operation shall not interfere with the satisfactory carrying out of this work under this Agreement.

C. Collection Schedule; Publication of Notice:

1. Domestic Solid Waste collection shall take place each Monday morning not earlier than 7:00 a.m. and not later than 7:00 p.m., except in the event of an emergency when so authorized by the City Manager. Recyclable Materials collection will take place twice per month on a routine schedule coinciding with the Domestic Solid Waste collection. All collection and route schedules and amendments thereto are subject to the prior written approval of the City Manager and shall be filed with the City Clerk. Exceptions to collection hours shall only be made upon the mutual agreement of the City and the Contractor, or when the Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to holiday catch-up or unusual circumstances.
2. Regular collection shall not take place on a holiday. In the event a holiday falls on a Monday, the collection service day that week will be on Tuesday. If the holiday falls on any other day, the collection service day will remain unchanged. For purposes of this Section, 'holiday' means New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Services may also be interrupted/delayed due to acts of God (weather, etc.).
3. The Contractor shall not make any changes to its schedules or operation affecting the City without receiving written approval from the City Manager at least thirty (30) days prior to the implementation of such a change. The Contractor shall disseminate, at its expense, notices to residents of any changes to the schedule or operation.
4. The Contractor shall offer Yard Waste collection service within the City with a weekly

pickup from April 1 through November 30. If the volume of Yard Waste collected increases enough, as reasonably determined by the City and Contractor, to warrant additional pickups, the City shall coordinate those additional dates with the Contractor, if availability exists from Contractor. Additional charges may be assessed for this service. The Contractor shall monitor and keep a record of the number of yard waste containers being collected. This information shall be made available to the City upon request. Any excess yard waste outside of the 96-gallon container will be charged per yard bag (see Exhibit A) and will be the responsibility of the resident.

D. Container; Method of Collection:

1. The Contractor, at its own expense, shall provide Residential Units and Participating Units with the following:
 - a) 64 or 96-gallon Domestic Solid Waste container(s); and
 - b) 96-gallon Recyclable Materials container(s); and
 - c) 96-gallon containers for Yard Waste upon request.

The Contractor shall provide all containers for Residential Units and Participating Units, whether for domestic solid waste, recyclables, or yard waste, required under this Agreement. The Contractor shall provide one container per Residential Unit or Participating Unit per collection type. Containers shall consist of metal, fiberglass, plastic, or other substantial construction approved by the City. All containers shall have handles, tight fitting covers, and shall not exceed 96-gallons each in capacity. Additional containers that may be requested by Residential Units or Participating Units shall be at the expense of the Residential Unit or Participating Unit and the Contractor shall bill the Residential Unit or Participating Unit directly for additional containers (see Exhibit A). Additional containers shall be billed at a consistent/uniform cost to all Residential Unit or Participating Unit.

The Contractor agrees that a 64-gallon container may contain up to 70 pounds of Domestic Solid Waste. Further, Contractor agrees that a 96-gallon container may contain up to 100 pounds of Domestic Solid Waste or Recyclable Material. The Contractor shall not be required to collect any Domestic Solid Waste or Yard Waste not properly contained in a container or yard bag.

2. The Contractor must exercise due care in preventing damage to containers and shall return containers in an upright position. Residents will be responsible for cleanliness, care, and storage of containers in between pick-up services.
3. Containers damaged through the negligence or carelessness of the owner or occupant of a Residential Unit or Participating Unit shall be replaced by the Contractor and the cost thereof may be charged to the owner or occupant. The Contractor will replace containers which have been damaged by the Contractor's negligence or willful misconduct with an exception to normal wear and tear caused pursuant to the Services provided under this Agreement.

E. Further Obligations of the Contractor:

1. The Contractor shall provide safe, clean, compaction type collection trucks displaying

Contractor's name. All equipment used by the Contractor shall be maintained in a safe and reasonably clean condition and operated in a manner which does not create a nuisance. Collection trucks shall not be parked on City streets except as is reasonably necessary in connection with the provision of Services. Collection trucks of an appropriate size shall be used to provide Services on streets that are narrower than typical City streets. The Contractor shall maintain an adequate number of vehicles and employees to provide the Services.

2. The Contractor shall perform all collection and disposal Services rendered hereunder in a neat, orderly, and efficient manner and shall endeavor to use care and diligence in the performance of this Agreement. All facilities, vehicles, and equipment used by Contractor shall meet all federal and state of Michigan requirements for safety and sanitation. The Contractor shall endeavor to use due care to prevent materials from being spilled or scattered during the transportation process. If materials of any kind are spilled during transportation, the Contractor shall promptly clean up spilled materials.
3. Contractor shall provide neat, orderly, and courteous personnel on its collection crews; and provide courteous and knowledgeable personnel in its customer service function. Contractor personnel shall be dressed in a neat and professional manner and shall carry official company identification and to present it upon request. All vehicle drivers are to carry a valid Michigan State driver's license for the class of vehicle operated and shall obey all traffic regulations, including weight and speed limits. The Contractor shall hire and pay its workers as employees and not as independent contractors. Persons hired by the Contractor shall not be deemed to be employees of or otherwise in any joint venture or other relationship with the City. The Contractor shall comply with all Michigan and federal laws, regulations and executive orders relating to hiring, hours of work, manner of pay, workers' compensation, and unemployment benefits.
4. Provide Services for the collection of bulk refuse. The Contractor shall dispose of bulk items in an approved and permitted disposal site that is licensed by the State of Michigan Department of Natural Resources and Environment (DNRE). The Contractor will specify the name of disposal sites to be used and provide copies of the applicable permits & licenses. City representatives may inspect identified disposal sites at any time to determine compliance with sanitation requirements. All bulk refuse shall be separated and must be removed using an approved method. Approved methods of removal shall be limited to arrangements with the Contractor or private arrangements to transfer the bulk refuse to an appropriate disposal site or facility.
5. Contractor shall conduct two (2) inbound material sampling audits per year at the Recycling Material recovery facility, reporting back to the City contamination rates for the Recyclable Materials collected from City routes and a list identifying principal causes for contamination. Annually, the Contractor shall provide the City with data including total tonnage of waste material collected, total tonnage of Recyclable Material collected, total tonnage of Recyclable Material diverted to a land fill, and resident participation rate in the City's recycling program. Upon request, Contractor shall make available to the City any additional data and/or statistics Contractor has on record relative to the City's provided Services.
6. Contractor shall tag any materials left at the curb indicating why they were not taken, along with a phone number to call the local office for customer questions.

7. Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work of this Agreement.
8. Contractor shall not enter private driveways except as permitted by this Agreement and shall endeavor to take all necessary precautions for the protection of public or private property. The Contractor shall be responsible for repairing or replacing any damage to public or private property caused solely due to Contractor's negligence or willful misconduct, with an exception to normal wear and tear, caused pursuant to the performance of Services under this Agreement. All property which suffers damage caused by the Contractor's negligence or willful misconduct, including sod, mailboxes, Domestic Solid Waste or Recyclable Materials containers, shall be repaired or replaced to equivalent quality at the time of damage at no extra charge to the property owner or the City.
9. Contractor shall prohibit any drinking of alcoholic beverages or use of a controlled substance, except by a doctor's prescription, by its drivers and crew members while on duty or in the course of performing their duties under this Agreement. Contractor employees shall be specifically prohibited from driving while impaired by alcohol or any controlled substance. In the event that any of the Contractors employees are deemed by the City to be unfit or unsuitable to perform the Services under this Agreement as a result of intoxication, drug use, or by virtue of abusive or obnoxious behavior, then, upon prior formal written request of the City stating the reason of such removal in detail, the Contractor, if such allegations are verified, shall remove such employee from work within the City and furnish a suitable and competent replacement employee.
10. Contractor shall provide a safety plan for emergencies and/or accidents.
11. Contractor shall obtain a business license with the City as provided for in Ordinance Chapter 110 Business Licensing before engaging in the business of collecting, transporting, delivering, or disposing of Domestic Solid Waste, Recyclable Materials, commercial or construction debris, garbage, hazardous, or industrial solid waste in the City.

F. Obligations of the City:

The City will be responsible for uploading the Domestic Solid Waste and Recyclable Materials schedule to the City's website and in the determination of the City a release of any other media article that would assist the Residential Units and Participating Units to gather information concerning the Services.

G. Service Investigation and Complaints:

1. All complaints made directly to the Contractor shall be given courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate; and if such allegations are verified, shall arrange for the collection of the uncollected refuse no more than 48 hours after the complaint is received (weekends excluded). The Contractor shall maintain this toll-free number, 877-698-7274, for this use of Residential Units and Participating Units served under the Agreement. In the event of a billing dispute, Contractor shall respond fully to customer within one week of receiving a complaint.

2. The Contractor shall maintain an adequately staffed office and regular office hours for the receipt of service calls, questions, and complaints regarding the Services. The Contractor agrees to maintain regular contact with the City for the purpose of receiving and responding to such questions and complaints.
3. The Contractor agrees to record all complaints and requests for investigations received at its designated office or at Douglas City Hall on a service investigation system. The service investigation system shall indicate the date and time the complaint or request was received, the date and time the Contractor was notified if such complaint or request for investigation was received by the City, the name, address, and telephone number of the complainant, and the nature of the complaint or investigation. The Contractor shall retain copies of the service investigation and shall supply a copy to the City Manager or his/her designee upon request.
4. Upon receipt of a complaint or request for investigation, Contractor agrees to investigate the incident and take such corrective action as is necessary to comply with its obligations under this Agreement, and all ordinances, rules, and regulations of the City. When the Contractor is at fault due to its negligence or willful misconduct, and the Contractor receives notice of the complaint by 3:00 p.m., corrective action shall be taken within twenty-four (24) hours after the Contractor is notified of the incident. If the Contractor receives notice of the complaint after 3:00 p.m., corrective action shall be taken within forty-eight (48) hours after the Contractor is notified of the incident. In the event of a difference of opinion as to the validity of the complaint or the fault or responsibility of the Contractor, the parties shall take mutual decision as to how to redress the complaint.
5. Upon completion of its investigation and the taking of corrective action as required by this Section, the Contractor agrees to record the nature of the corrective action taken and the date and time of such action. The Contractor shall retain the completed service investigation and deliver a copy to the City Manager or his or her designee upon request.

H. Compensation:

1. The Contractor shall directly bill each Residential Unit and Participating Unit for the collection of Domestic Solid Waste, Rear Yard or Private Property Collection and Return Service, and Yard Waste (if requested) in the amounts set forth in the rate schedule sheet incorporated herein and attached as Exhibit A. The Contractor shall include all fees for the collection and disposal of Recyclable Materials and there shall be no separate charge applied to the Residential Units and Participating Units for recycling services.
2. The Contractor shall provide the Residential Units and Participating Units with various choices for subscription service and payments to include:

Payment Terms:

Net 30 days - The Contractor will bill the Residential Unit or Participating Unit the following rates, per Exhibit A, for Domestic Solid Waste and Recyclable Material

Services in advance and shall be paid unconditionally and in full within thirty (30) days from the date of receipt of invoice by the Residential Unit or Participating Unit. All unpaid invoices shall carry interest at the rate of 1.5% per month or, if lower, the maximum rate permitted by Applicable Law, until the balance is paid in full.

Annual - Residential Units or Participating Units can pay for 12 months in advance subject to any upward or downward adjustment of the fee pursuant to the fuel surcharge described in Section H.6. No refunds or prorations will be given.

Service Options: 64-Gallon Domestic Solid Waste Container
96-Gallon Domestic Solid Waste Container

3. The Contractor shall be entitled to compensation for collecting Bulk Refuse in such amounts as it typically charges, as agreed by the Residential Unit and Participating Unit.
4. Residential Units and Participating Units shall be offered various payment options for Services, including payment by credit or debit cards.
5. The compensation set forth in this Section shall be the only compensation paid to the Contractor for Services provided under this Agreement.
6. A Fuel Recovery Fee shall be assessed after year 1 and applied on a per residence/month basis, in addition to the Monthly Charge. The Base Price for diesel fuel shall be set at \$5.00/gallon. Price will be based on the DOE Index for Highway Diesel – Midwest Index of fuel rise above the "base price," a surcharge of \$0.04/residence/month shall be applied for every \$0.10/gallon increment of increase in Contractor's cost of fuel above the Base Price. No adjustments made for pricing below \$5.00 per gallon.
7. The Fuel Recovery Fee will be added to the residents' rates at the beginning of each contract term and will be reviewed annually using the most current DOE data one month prior to annual start.
8. Pass Through – The Monthly Charge may be able to be increased, upon thirty (30) days written notice, due to future and certain increases in Federal, State or local taxes (excluding income taxes and property taxes), and any charges, surcharges, and fees imposed by governmental authorities on Contractor's collection Services, processing facility for recycling or disposal site, and due to laws, rules regulations and ordinances which are passed after the date hereof which have the effect of increasing the collection Services, processing facility or the disposal site's direct costs. The Contractor shall not be entitled to any increase associated with violations of law, regulations, ordinances, or permit conditions.
9. The Contractor shall be responsible for, and the City shall bear no responsibility for, the assessment, billing, processing, and the collection of all charges imposed by the Contractor upon Residential Units and Participating Units. The Contractor may use only lawful means of collecting or attempting to collect delinquent charges owed by the owner or occupant of a Residential Unit and Participating Unit. If the Contractor suspends Services to a Residential Unit or Participating Unit as a result of nonpayment

of charges due to the Contractor, the Contractor shall notify Residential Unit, Participating Unit, and the City Manager seven (7) days prior to the suspension of service and shall provide written justification for the suspension of service.

I. Hold Harmless; Insurance; Letter of Credit:

1. The Parties agree to defend, indemnify, and hold harmless the other and officers, agents, and employees from and against any direct damage, claim (including reasonable attorney fees) for injury to or death of persons present on the property where Services shall be performed, or injury to or destruction of property, arising out of or directly in connection with any act of that party's negligence or willful misconduct or that party's breach of this Agreement. The Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.
2. The Contractor shall defend, indemnify, and save harmless the City, and its departments, public officials and officers, agents, and employees from and against any fine, penalty, costs, or other charge (including without limitation, court costs and attorney fees) arising out of or in connection with the negligent performance of Contractor's Services or its failure to comply with all applicable laws, rules, and regulations governing the collection, transportation and disposal of all Domestic Solid Waste and other materials collected pursuant to this Agreement. Upon request of the City, the Contractor shall provide written documentation evidencing proper transportation and disposal of all materials collected by the Contractor pursuant to this Agreement. The Contractor's duties and obligations under this Section shall survive the expiration or termination of this Agreement.
3. Except for hazardous or toxic substances necessary for the operation of vehicles and office equipment used by the Contractor in the ordinary course of business, the Contractor shall not cause or permit any hazardous or toxic substances to be released, stored, produced, emitted, disposed of or used in connection with the Agreement or any act or omission of the Contractor or any agent or employee of the Contractor in the course of the performance of the Services provided per this Agreement or to the Residential Units and Participating Units. As used in this section, the term "hazardous or toxic substance or material" shall include, but not be limited to, any material or substance which is deemed a hazardous substance pursuant to the United States Environmental Protection Agency, any Applicable Law, Comprehensive Environmental Response, Compensation and Liability Act, 42 USCA §9661 et seq. as amended, or pursuant to the Michigan Natural Resources and Environmental Protection Act, MCLA 324.101, et seq. as amended, and rules and regulations promulgated under either Act. The Contractor shall hold the City harmless from, indemnify it for, and defend it against any and all cost, claims, losses, liability, damages, administrative and criminal proceedings, or other actions as a result of the Contractor's breach of such condition; provided, however, that in no event shall the Contractor have any liability to the City, under this Section or otherwise, solely as a result of the unlawful act or omission of the owner or occupant of a Residential Unit or Participating Unit. The Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

4. The Contractor shall secure and maintain, for the duration of the term of this Agreement, workers' compensation insurance, Contractor's pollution liability insurance, and general liability insurance for bodily injury and property damage in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence for bodily injury, and not less than \$500,000 per occurrence for property damage. Any policy maintained to satisfy this requirement shall be placed with insurance carriers fully licensed and authorized to do business in the state of Michigan. The City, its departments, public officials and officers, employees, and agents shall be additional insureds on all such policies of insurance (except worker's compensation) via blanket-form endorsement. The Contractor shall deliver an ACORD certificate of insurance to the City. Contractor shall continuously maintain required insurance coverage and shall assume full responsibility for the Contractor's work from loss or damage and shall protect all public and private property from injury or loss arising in connection with the Contractor's work.

J. Non-Performance:

In the event that the Contractor shall fail, neglect, or refuse to perform any or all of its duties, obligations, or responsibilities under this Agreement, the City may, after thirty (30) days written notice to the Contractor, perform such duties, obligations, or agreements, or have such duties, obligations, or agreements performed and charge all costs thereof to the Contractor, and the Contractor shall pay all of said costs to the City. If such failure, neglect, or refusal continues for 30 days after such written notice, the City shall exercise its right of termination under Section K, Right of Termination; Notice, of this Agreement, and pursue any and all legal remedies to which it may be entitled.

K. Right of Termination; Notice:

1. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party of any of the covenants, terms, or conditions of this Agreement and such material breach or nonperformance is not substantially cured and continues for a period of 30 days after written notice specifying such material breach or nonperformance in reasonable detail, is provided to the other party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued provided both parties agree. Upon termination, the Residential Unit or Participating Unit receiving Services shall pay Contractor only such charges and fees for the Services performed on or before the termination effective date and Contractor shall collect its equipment, and shall have no further obligation to perform any Services under this Agreement.
2. Either party shall have the right to terminate this Agreement upon prior written notice, in the event that the other party ceases operation of its business by reason of insolvency, bankruptcy, or similar proceeding, whether voluntary or involuntary, or for any other reason. Notwithstanding the foregoing, upon the occurrence of such event, a Residential Unit or Participating Unit receiving Services shall be liable to pay Contractor for all the Services performed till such termination effective date.

3. The City shall have the right to immediately terminate this Agreement in the event Contractor fails to obtain or maintain any licenses, permits, or other approvals required to provide the Services or fulfill its obligations under this Agreement.
4. In the event of a termination under Section 1, 2 or 3 a Residential Unit or Participating Unit receiving Services shall pay Contractor only such charges and fees for the Services performed on or before the termination effective date and Contractor shall collect its equipment. The City acknowledges its obligation, in the event of a termination of this Agreement, to mitigate its damages by engaging a different contractor to render the Services as soon as reasonably practicable after the date of termination. The Contractor shall remain liable to the City for any damages the City may sustain as a result of the Contractor's breach in excess of any such mitigation.
5. In addition to any other remedies available under this Agreement or at law or equity, the prevailing party in any lawsuit between the City and the Contractor to enforce any provision of this Agreement may recover its actual reasonable costs, including reasonable attorney's fees and other legal expenses incurred to investigate, bring, maintain, or defend any action from its first accrual or first notice thereof through any and all appellate and collection proceedings. To the extent not otherwise prohibited by law, the parties agree that the jurisdiction and venue for any action brought pursuant to or to enforce any provision of this Agreement shall be exclusively in the state courts in Allegan County, Michigan.
6. In the event of a termination of the Agreement, Contractor shall endeavor to use its best efforts to transition the Services to a new contractor in order for Residential Units and Participating Units receive continuous and uninterrupted service.

L. Assignment:

1. The Parties shall neither assign this Agreement nor any part thereof, to any person, firm, or organization unless said assignment is first approved in writing by the other party. The Parties acknowledge that such written approval may not be unreasonably withheld, delayed or conditioned by the other party. Any attempt to assign this Agreement without prior approval shall render the Agreement null and void.

M. The Term of Agreement:

1. This Agreement shall be for a term starting on December 1, 2022 and ending November 30, 2025. It is intended that the term of this Agreement shall be for three (3) years with two (2) optional one (1) year extensions unless earlier terminated. The Agreement may be terminated by either party within one hundred eighty (180) days by written notice based on the terms and conditions of the Agreement. The Agreement may be terminated by either party without cause with at least thirty (30) days' prior written notice by mutual agreement or in the event of substantial failure to perform with the terms set forth in the Agreement as described in the Agreement as set forth above. Should extensions be agreed upon, the Parties retain the right to modify elements of the Agreement, if necessary, as addendums.

N. Miscellaneous Provisions:

1. Public Education and Community Outreach: The Contractor may develop Public Education and Community Outreach Programs in partnership with the City and other appropriate parties. The public education program may include information on recycling and waste reduction, in support of City, County, and State waste reduction programs and goals. To ensure message consistency, all materials must be pre-approved by the City.

The Contractor shall send a color brochure, or provide a website link, to all Residential Units and Participating Units within 30-days of being awarded the Agreement introducing their company, highlighting the start date, and describing services including graphics (specifically noting any changes). This brochure needs to be pre-approved by the City, and preparation and distribution is at the Contractor's expense/cost.

The Contractor may distribute a newsletter to all residents at least two (2) times a year, in the summer and in the winter. These newsletters need to be pre-approved by the City, and preparation and distribution are at the Contractor's expense/cost.

2. The terms of this Agreement may be modified, changed, or altered upon the mutual written agreement of the Contractor and the City. No such amendment shall be effective or binding unless it expressly makes reference to this Agreement, is in writing, and is signed by the Contractor and duly authorized representatives of the City.
3. This Agreement has been negotiated and prepared by the parties and their respective counsel and should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party.
4. Neither the City nor the Contractor shall be considered or construed as the agent of the other, nor shall either party have the right to bind the other in any manner whatsoever, and this Agreement shall not be construed as a contract of agency.
5. This Agreement shall be governed in all respects, whether as to validity, construction, performance or otherwise, by the laws of the State of Michigan.
6. If any paragraph, section, clause, or provision of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the validity or unenforceability of such paragraph, section, clause, or provision shall not affect the validity of any and all remaining paragraphs, sections, clauses, or provisions.
7. All notices, approvals, consents, requests, demands, or formal actions hereunder shall be in writing and mailed or delivered to the following addresses:

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

Attn: City Manager

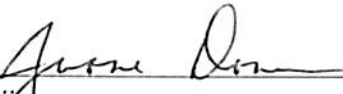
To the Contractor:
 Allied Waste Systems Inc.
 DBA Republic Service of Jenison
 2471 Wilshire Drive
 Jenison, MI 49428
 Attn: Jack Brown


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

8. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior conflicting oral or written representations, understandings, or agreements relating to the subject matter hereof, except, as a condition of entering into this Agreement, the City has relied upon all representations or warranties made by the Contractor in the course of the bidding process, the Agreement documents, and the discussions and negotiations between the Contractor and the City prior to the effective date of this Agreement, and the City continues to rely on said representations and warranties. This Agreement shall control with respect to any conflict between it and the representations or warranties of the Contractor. The Contractor acknowledges that the terms of this Agreement supersede any and all prior representations or warranties of the City, and that the City is not bound by any terms not contained herein.
9. Any failure to enforce any provision of this Agreement or waiver by either party of any breach by the other party of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement or any subsequent breach by that party of any provision of this Agreement.

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

CITY OF THE VILLAGE OF DOUGLAS


 By: _____
 Its: Mayor


 By: Pamela Aalderink
 Its: Clerk

ALLIED WASTE SYSTEMS, INC. DBA REPUBLIC SERVICES OF JENISON


 By: Tom Mahoney

Its: General Manager

EXHIBIT A - RATE SCHEDULE

Unit	Year 1	Year 2	Year 3
Trash			
Smaller 64-Gallon Container, Cost/Household/Month, Weekly Pickup	\$ 16.68	\$ 17.51	\$ 18.39
Standard 96-Gallon Container, Cost/Household/Month, Weekly Pickup	\$ 16.68	\$ 17.51	\$ 18.39
Additional 64-gallon Container, Cost/Household/Month, Weekly Pickup	\$ 6.50	\$ 6.83	\$ 7.17
Additional 96-gallon Container, Cost/Household/Month, Weekly Pickup	\$ 6.50	\$ 6.83	\$ 7.17
2 YD Dumpster, Cost/Facility/Month, Weekly Pickup	\$ 70.00	\$ 73.50	\$ 77.18
2 YD Dumpster, Cost/Facility/Month, Bi-Weekly Pickup	\$ 65.00	\$ 68.25	\$ 71.66
2 YD Dumpster, Cost/Facility/Month, Monthly Pickup	\$ 55.00	\$ 57.75	\$ 60.64
2 YD Dumpster, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$ 150.00	\$ 157.50	\$ 165.38
4 YD Dumpster, Cost/Facility/Month, Weekly Pickup	\$ 85.00	\$ 89.25	\$ 93.71
4 YD Dumpster, Cost/Facility/Month, Bi-Weekly Pickup	\$ 75.00	\$ 78.75	\$ 82.69
4 YD Dumpster, Cost/Facility/Month, Monthly Pickup	\$ 65.00	\$ 68.25	\$ 71.66
4 YD Dumpster, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$ 150.00	\$ 157.50	\$ 165.38
6 YD Dumpster, Cost/Facility/Month, Weekly Pickup	\$ 105.00	\$ 110.25	\$ 115.76
6 YD Dumpster, Cost/Facility/Month, Bi-Weekly Pickup	\$ 90.00	\$ 94.50	\$ 99.23
6 YD Dumpster, Cost/Facility/Month, Monthly Pickup	\$ 70.00	\$ 73.50	\$ 77.18
6 YD Dumpster, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$ 150.00	\$ 157.50	\$ 165.38
8 YD Dumpster, Cost/Facility/Month, Weekly Pickup	\$ 135.00	\$ 141.75	\$ 148.84
8 YD Dumpster, Cost/Facility/Month, Bi-Weekly Pickup	\$ 108.00	\$ 113.40	\$ 119.07
8 YD Dumpster, Cost/Facility/Month, Monthly Pickup	\$ 91.80	\$ 96.39	\$ 101.21
8 YD Dumpster, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$ 150.00	\$ 157.50	\$ 165.38
Private Property Collection and Return Service (Disabled Only) Per Container	\$ 15.00	\$15.75	\$16.54
Seasonal Service	\$ 19.68	\$20.66	\$21.70

Unit	Year 1	Year 2	Year 3
Recycling			
Standard 96 Gallon Container, Cost/Household/Month, Weekly Pickup	N/A	N/A	N/A
Standard 96 Gallon Container, Cost/Household/Month, Bi-Weekly Pickup	Price is included in the Monthly Trash Rate		
Additional 96 Gallon Container, Cost/Household/Month, Weekly Pickup	N/A	N/A	N/A
Additional 96 Gallon Container, Cost/Household/Month, Bi-Weekly Pickup	\$ 6.50	\$ 6.83	\$ 7.17
2 YD Container Cost/Facility/Month, Weekly Pickup	\$ 63.00	\$ 66.15	\$ 69.46
2 YD Container, Cost/Facility/Month, Bi-Weekly Pickup	\$ 53.55	\$ 56.23	\$ 59.04
2 YD Container, Cost/Facility/Month, Monthly Pickup	\$ 47.12	\$ 49.48	\$ 51.95
2 YD Container, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$ 150.00	\$ 157.50	\$ 165.38
4 YD Container, Cost/Facility/Month, Weekly Pickup	\$ 76.50	\$ 80.33	\$ 84.34
4 YD Container, Cost/Facility/Month, Bi-Weekly Pickup	\$ 65.03	\$ 68.28	\$ 71.70
4 YD Container, Cost/Facility/Month, Monthly Pickup	\$ 57.22	\$ 60.08	\$ 63.09
4 YD Container, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$ 150.00	\$ 157.50	\$ 165.38
6 YD Container, Cost/Facility/Month, Weekly Pickup	\$ 94.50	\$ 99.23	\$ 104.19
6 YD Dumpster, Cost/Facility/Month, Bi-Weekly Pickup	\$ 80.33	\$ 84.35	\$ 88.56
6 YD Container, Cost/Facility/Month, Monthly Pickup	\$ 70.69	\$ 74.22	\$ 77.94
6 YD Container, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$ 150.00	\$ 157.50	\$ 165.38
8 YD Container, Cost/Facility/Month, Weekly Pickup	\$ 121.50	\$ 127.58	\$ 133.95
8 YD Container, Cost/Facility/Month, Bi-Weekly Pickup	\$ 103.28	\$ 108.44	\$ 113.87
8 YD Container, Cost/Facility/Month, Monthly Pickup	\$ 90.88	\$ 95.42	\$ 100.20
8 YD Container, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$ 150.00	\$ 157.50	\$ 165.38
Private Property Collection and Return Service	\$ 15.00		
Seasonal Service	Price is included in the Monthly Trash Rate		

All 2, 4, 6, and 8 yard recycle containers are Cardboard only (single stream or contamination with trash or yard waste could result in a charge to the user). Mixed recyclables are only permitted with a 96-gallon container. Call 877-698-7274 to contract this service.

Unit	Year 1	Year 2	Year 3
Yard Waste Additional Option			
Annual Charge is for a 96-gallon container plus 3 bio degradable paper bags per season (April 1- November 30")	\$ 140.00	\$ 147.00	\$ 154.35
Each Bag Over 3	\$ 3.00		
Bulk Refuse Additional Options			
Bulk Refuse Service Per Item	Call 877-698-7274 for pricing		
Hazardous Waste			
Annual event for all Residential Units and Participating Units to be charged to ALL trash customers per month	\$ 1.50	\$ 1.58	\$ 1.65

One Time Charges	
	Delivery/exchange/removal Charge
Residential Container	\$10 per cart
Residential Container - Replacement Cost	\$75 per cart
Front Load Containers (2, 4, 6, and 8 yard)	\$75 per container

**CITY OF THE VILLAGE OF DOUGLAS
REFUSE AND RECYCLING COLLECTION AND DISPOSAL SERVICES**

Effective December 1, 2022, this Agreement ("Agreement") is made by and between the City of the Village of Douglas ("the City"), a Michigan Municipal Corporation, with offices located at 86 W. Center St., Douglas, Michigan 49406 and Allied Waste Systems, Inc. DBA Republic Services of Jenison, of 2471 Wilshire Dr, Jenison, Michigan, 49428 ("the Contractor") (together, the "Parties").

RECITALS

WHEREAS, the City, pursuant to Chapter 54: Garbage and Refuse Ordinance ("Ordinance"), is authorized to enter into an exclusive, revocable Agreement to a designated collector, giving it the right, power and authority to collect domestic and/or commercial solid waste, recyclable materials, bulk refuse, and yard waste as described herein within the City. This Agreement is entered into pursuant to such Ordinance, and

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

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

WHEREAS, the City desires to enter into an exclusive, revocable Agreement with Contractor for the purpose of providing sanitary and satisfactory methods of preparation, collection, transport and disposal of domestic solid waste and materials from residences and participating commercial units within the City, all as provided in this Agreement, and

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

WHEREAS, a building, or portion thereof, designated for occupancy exclusively for residential purposes, and having cooking facilities and separate sanitary facilities, not including a license nursing home ("Residential Unit") and any premises receiving Services from the designated collector as provided for in 54.09 Contracts ("Participating Units") shall be serviced in accordance with the Agreement.

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

AGREEMENT

The City of the Village of Douglas Ordinance is incorporated herein, with the Request for Proposal, by reference for such purpose.

A. Definitions

Applicable Law. Applicable Law means any applicable law (whether statutory or common), including statutes, ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature promulgated or issued by any governmental authority claiming or having jurisdiction.

Recyclable Material. Recyclable Material consists of any material or substance at the locations where Services will be provided that can be put to beneficial re-use or sold in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint and other paper; plastics and plastic film; ferrous and non-ferrous metals; and glass. Recyclable Material specifically includes those materials listed in Ordinance 54.02 Recyclable Materials.

Solid Waste. Solid Waste is any nonhazardous solid waste generated at City's locations where Services will be provided that is not excluded by the provisions of this Agreement. Solid Waste shall not include any Unacceptable Waste.

Unacceptable Waste. Unacceptable Waste means: (1) Hazardous Waste; (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by Applicable Law; or (3) any otherwise regulated waste.

Waste Material. Waste Material is all Solid Waste and Recyclable Material that are not excluded by this Agreement. Waste Material does not include any Unacceptable Waste.

All words or phrases not defined herein shall have the same meaning given to such words and phrases by the Ordinance, as may be amended from time to time. In the event of a discrepancy between the definitions in this Agreement and the Ordinance, the Ordinance shall control.

B. Collection of Domestic Solid Waste, Recyclable Materials, Yard Waste, Bulk Refuse, Hazardous Waste

1. During the term of this Agreement, unless earlier terminated in accordance with the provisions hereof, the Contractor shall have the exclusive, revocable right to provide the Services to Residential and Participating Units in the City.
2. Domestic Solid Waste: The Contractor shall collect, transport, and properly dispose of all Domestic Solid Waste from all Residential Units and other Participating Units within the City and all City facilities (City Hall, Police Department, and Department of Public Works), subject to the terms of this Agreement and Ordinance. The Contractor shall be solely responsible for billing and collecting its charges for such Services. Domestic Solid Waste shall be disposed in an approved and permitted disposal site that is licensed by the State of Michigan Department of Natural Resources and Environment (DNRE) or the Michigan

Department of Environment, Great Lakes, and Energy (EGLE). The Contractor will specify the name of disposal sites and provide copies of the applicable permits & licenses. City representatives may inspect identified disposal sites at any time to determine compliance with sanitation requirements. Domestic Solid Waste shall be separated and contained in an approved container.

3. **Recyclable Materials:** The Contractor shall provide bi-weekly curbside pick-up of Recyclable Materials to all locations receiving Domestic Solid Waste pick-up upon notice from resident that wish to have such service. The Contractor shall collect and transport Recyclable Materials from all Residential Units and Participating Units within the City subject to the terms of this Agreement and Ordinance. Recyclable Materials shall be delivered to an appropriate recycling facility. The Contractor shall be solely responsible for billing and collecting its charges for such Services from such owners or occupants. Contractor shall provide, at a minimum, pickup of the following materials: newspapers, magazines, corrugated cardboard, junk mail, paperboards, all glass bottles and jars, aluminum and steel cans, household plastics #1 thru #7 (with exceptions); and any other material deemed recyclable and mutually acceptable by the City and the Contractor.
4. **Yard Waste:** The Contractor shall collect and transport Yard Waste from all Residential Units and Participating Units within the City subject to the terms of this Agreement and Ordinance. Residential Units and Participating Units must place yard waste in approved bins on the curb for pick-up. Brush and branch clippings may be bundled up and tied into 4-foot lengths no larger than 2-feet in diameter. The bundle may then be placed on the curb. The Contractor shall place all collected yard waste in a compost facility licensed by the Michigan Department of Natural Resources and Environment (DNRE) or the Michigan Department of Environment, Great Lakes, and Energy (EGLE). The Contractor will specify the name of compost facilities to be used and provide copies of the applicable permits & licenses. City representatives may inspect identified compost facilities at any time. Service shall be provided from the first collection date in April through the last collection date in November each year during the term of service. Yard waste shall be separated as required by the City and contained in an approved container. The Contractor shall be solely responsible for billing and collecting its charges for such Services from such owners or occupants. Contractor shall also permit the City to contract independently for composting Services and/or develop proprietary programs for residential composting.
5. **Bulk Refuse Service:** The Contractor shall make available a program for the Residential Units and Participating Units to independently pay and schedule a pickup of bulk items by calling the following number: 877-698-7274.

Hazardous Waste Collection Day: The Contractor shall provide one annual household Hazardous Waste collection day event, to be held on agreed upon dates and at 4368 60th Steet, Holland, MI 49423, during the term of this Agreement with the first collection to be held in 2023. Each Residential Unit and Participating Unit currently receiving Domestic Solid Waste and Recyclable Material services shall be notified of the collection date, time, appropriate materials accepted. Residents wishing to participate in event must go to 4368 60th St., Holland MI 49423 prior to event and register and pickup voucher to be used day of event. If voucher is not picked up prior to event that resident will not be allowed to participate in that year's event. This process helps gauge participation prior to the event to ensure proper coverage. The Hazardous Waste charge is an additional charge above the Domestic Solid

Waste and Recycling Material services fee (see Exhibit A). This service is not open to any commercial or industrial business in the city. The Contractor shall dispose of hazardous items in an approved and permitted disposal site that is licensed by the State of Michigan Department of Natural Resources and Environment (DNRE). The Contractor will specify the name of disposal sites to be used and provide copies of the applicable permits & licenses. City representatives may inspect identified disposal sites at any time to determine compliance with sanitation requirements. All Hazardous Waste shall be separated and collected by collectors privately contracted for by the person who produced the waste and shall otherwise comply with the provisions of this Agreement and the City's Ordinance.

6. Material shall pass to Contractor when loaded into Contractor's collection vehicle or otherwise received by Contractor. Title to and liability for any Unacceptable Waste shall at no time pass to Contractor.

If Unacceptable Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Waste Container that contains the Unacceptable Waste. In the event Unacceptable Waste is present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such Unacceptable Waste at a facility authorized to accept such Unacceptable Waste in accordance with Applicable Law and charge the depositor or generator of such Unacceptable Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Unacceptable Waste. The City shall provide all reasonable assistance to Contractor in the Contractor's investigation to determine the identity of the depositor or generator of the Unacceptable Waste and the Contractor's efforts to collect the costs incurred by Contractor in connection with such Unacceptable Waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such Unacceptable Waste, except to the extent that such Unacceptable Waste is determined to be attributed to the City.

7. Homeowner Associations: Associations legally incorporated or not, may have separate service arrangements and separate charges if mutually agreed upon between the City and the Contractor. In the event no agreement can be reached between the Association and the Contractor, the Residential Unit will be billed by the Contractor at the Domestic Solid Waste and Recyclable Material service fee in effect at the time. If an Association utilizes a 2-, 4-, 6-, or 8-yard dumpster for Domestic Solid Waste and/or Recyclable Material, the association will be charged in accordance with Exhibit A.
8. Seasonal Service: A Residential Unit or Participating Residential Unit may subscribe to Seasonal Service at rates set forth in Exhibit A. Seasonal Service shall be in all respects identical to regular service (and any other services for which the Residential Unit or Participating Unit may subscribe) except for the term which shall be from May 1 through October 1 each year.
9. Contractor shall Provide pick-up at the front curb of the Residential Unit or Participating Unit to be served, or in the designated "garbage area" located on the premises provided that such designation meets prior approval of the owner, association, Contractor, and the City.
10. Provide weekly pick-up at all residential condominiums in multiple-family structures in the

City, unless otherwise agreed upon by the City. The Contractor will supply, empty, and maintain an adequate number of fully enclosed metal refuse containers for the storage of refuse at multi-family condominium unit buildings. The Contractor agrees to provide additional pick-ups per week upon request of the property owner. The Contractor agrees that they will bill the property owner directly for this additional service. A single container may service all units in a multiple family condominium, or additional containers shall be provided as needed. The size and number of containers at multiple family condominiums shall be mutually decided by the parties.

11. The Contractor shall not landfill uncontaminated Recyclable Materials. Ownership of Recyclable Materials is vested in the Contractor when the items are placed in the collection vehicle. The Contractor shall be responsible for handling, processing, and marketing the Recyclable Material to the aftermarket and is entitled to all proceeds from the sale of Recyclable Materials. The Contractor shall pick-up Recyclable Materials on the same day as Domestic Solid Waste pick-up. Vehicles used to collect Recyclable Materials will be separate from vehicles used for Domestic Solid Waste pick-up or will be designed specifically to keep waste and recyclables separated in different compartments. All Recyclable Material shall be separated and contained in a recycling container furnished by the Contractor. The City's goal is a 60 percent or higher recycling rate.
12. Private Property Collection and Return Service: Private Property Collection and Return Service is the Contractor's entry of the premises of a Residential Unit or Participating Unit in order to collect Domestic Solid Waste, Recyclable Materials and/or Yard Waste from a designated location and return the empty container(s) to a designated location. Private Property Collection and Return Service is offered for those that are legally disabled for an additional monthly charge (see Exhibit A), with the following guidelines: containers must be located in the open, and in view from the road, driveway cannot be more than 150 feet long or have an excessive incline or decline, and driveway must be cleared of all snow and ice, or debris on day of service or it will not be serviced, and resident shall be required to wait till next service day. This Agreement does not preclude Contractor from making similar arrangements with non-disabled owners or occupants.
13. Route: The Contractor shall submit a map designating the collection routes with days of pick-up to the City for its approval. The Contractor may from time-to-time submit changes in routes or days of collection to the City for approval. Upon City approval of the proposed changes, Contractor shall promptly give written or published notice to the affected residents. The City may be divided into different days of collection, if necessary, but on the given day for collection, all waste types should be collected at a given address. However, it is preferred that all residential collections be done on the same day of the week.
14. Uniformity of Services: The Contractor shall provide the Services in a uniform manner to all Residential Units and Participating Units. If the Contractor requires Residential Units or Participating Units to enter into a written agreement for any Service provided, Contractor shall do so using a written agreement which comports with this Agreement and the Ordinance and has been approved by the City.
15. Compliance with laws: The Contractor agrees that all Domestic Solid Waste, Yard Waste, and Bulk Refuse collected pursuant to this Agreement shall be disposed of only in licensed landfills and in accordance with all applicable Michigan and federal laws and regulations,

and all ordinances, rules, and regulations of the City. The Contractor agrees that all Recyclable Materials shall be prepared for and delivered to a secondary market (which may include a lawfully operating recycling facility) in accordance with all applicable Michigan and federal law and regulations, and all ordinances, rules, and regulations of the City. The Contractor shall obtain and maintain all licenses, permits, or other approvals required by Applicable Law to perform its Services pursuant to this Agreement. The Contractor agrees that all Services provided herein, including without limitation collection, transportation, and disposal activities shall be conducted in accordance with applicable Michigan and federal laws and regulations, and all ordinances, rules, and regulations of the City.

16. Contractor may provide contracted-for Services to Residential Units or Participating Units for all types of Domestic Solid Waste not directly covered by this Agreement, to be billed by the Contractor to the resident, including large quantities of earth, sod, rocks, concrete, rubble and refuse from the remodeling, construction, and demolition of buildings, excavations, and other materials, except for poisonous and toxic materials and large quantities of liquid requiring tank truck disposal equipment. On request, the Contractor will furnish estimates to residents for the cost of removal of any materials pursuant to this paragraph.
17. Commercial or Industrial Refuse: The Contractor shall not be required under the terms of this Agreement to collect refuse from any commercial or industrial establishment. The Contractor may, at their option, contract with firms, individuals, or agencies for collection service outside the scope of this Agreement, subject to any regulation governing refuse disposal contractors generally, and providing such operation shall not interfere with the satisfactory carrying out of this work under this Agreement.

C. Collection Schedule; Publication of Notice:

1. Domestic Solid Waste collection shall take place each Monday morning not earlier than 7:00 a.m. and not later than 7:00 p.m., except in the event of an emergency when so authorized by the City Manager. Recyclable Materials collection will take place twice per month on a routine schedule coinciding with the Domestic Solid Waste collection. All collection and route schedules and amendments thereto are subject to the prior written approval of the City Manager and shall be filed with the City Clerk. Exceptions to collection hours shall only be made upon the mutual agreement of the City and the Contractor, or when the Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to holiday catch-up or unusual circumstances.
2. Regular collection shall not take place on a holiday. In the event a holiday falls on a Monday, the collection service day that week will be on Tuesday. If the holiday falls on any other day, the collection service day will remain unchanged. For purposes of this Section, 'holiday' means New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Services may also be interrupted/delayed due to acts of God (weather, etc.).
3. The Contractor shall not make any changes to its schedules or operation affecting the City without receiving written approval from the City Manager at least thirty (30) days prior to the implementation of such a change. The Contractor shall disseminate, at its expense, notices to residents of any changes to the schedule or operation.
4. The Contractor shall offer Yard Waste collection service within the City with a weekly

pickup from April 1 through November 30. If the volume of Yard Waste collected increases enough, as reasonably determined by the City and Contractor, to warrant additional pickups, the City shall coordinate those additional dates with the Contractor, if availability exists from Contractor. Additional charges may be assessed for this service. The Contractor shall monitor and keep a record of the number of yard waste containers being collected. This information shall be made available to the City upon request. Any excess yard waste outside of the 96-gallon container will be charged per yard bag (see Exhibit A) and will be the responsibility of the resident.

D. Container; Method of Collection:

1. The Contractor, at its own expense, shall provide Residential Units and Participating Units with the following:
 - a) 64 or 96-gallon Domestic Solid Waste container(s); and
 - b) 96-gallon Recyclable Materials container(s); and
 - c) 96-gallon containers for Yard Waste upon request.

The Contractor shall provide all containers for Residential Units and Participating Units, whether for domestic solid waste, recyclables, or yard waste, required under this Agreement. The Contractor shall provide one container per Residential Unit or Participating Unit per collection type. Containers shall consist of metal, fiberglass, plastic, or other substantial construction approved by the City. All containers shall have handles, tight fitting covers, and shall not exceed 96-gallons each in capacity. Additional containers that may be requested by Residential Units or Participating Units shall be at the expense of the Residential Unit or Participating Unit and the Contractor shall bill the Residential Unit or Participating Unit directly for additional containers (see Exhibit A). Additional containers shall be billed at a consistent/uniform cost to all Residential Unit or Participating Unit.

The Contractor agrees that a 64-gallon container may contain up to 70 pounds of Domestic Solid Waste. Further, Contractor agrees that a 96-gallon container may contain up to 100 pounds of Domestic Solid Waste or Recyclable Material. The Contractor shall not be required to collect any Domestic Solid Waste or Yard Waste not properly contained in a container or yard bag.

2. The Contractor must exercise due care in preventing damage to containers and shall return containers in an upright position. Residents will be responsible for cleanliness, care, and storage of containers in between pick-up services.
3. Containers damaged through the negligence or carelessness of the owner or occupant of a Residential Unit or Participating Unit shall be replaced by the Contractor and the cost thereof may be charged to the owner or occupant. The Contractor will replace containers which have been damaged by the Contractor's negligence or willful misconduct with an exception to normal wear and tear caused pursuant to the Services provided under this Agreement.

E. Further Obligations of the Contractor:

1. The Contractor shall provide safe, clean, compaction type collection trucks displaying

Contractor's name. All equipment used by the Contractor shall be maintained in a safe and reasonably clean condition and operated in a manner which does not create a nuisance. Collection trucks shall not be parked on City streets except as is reasonably necessary in connection with the provision of Services. Collection trucks of an appropriate size shall be used to provide Services on streets that are narrower than typical City streets. The Contractor shall maintain an adequate number of vehicles and employees to provide the Services.

2. The Contractor shall perform all collection and disposal Services rendered hereunder in a neat, orderly, and efficient manner and shall endeavor to use care and diligence in the performance of this Agreement. All facilities, vehicles, and equipment used by Contractor shall meet all federal and state of Michigan requirements for safety and sanitation. The Contractor shall endeavor to use due care to prevent materials from being spilled or scattered during the transportation process. If materials of any kind are spilled during transportation, the Contractor shall promptly clean up spilled materials.
3. Contractor shall provide neat, orderly, and courteous personnel on its collection crews; and provide courteous and knowledgeable personnel in its customer service function. Contractor personnel shall be dressed in a neat and professional manner and shall carry official company identification and to present it upon request. All vehicle drivers are to carry a valid Michigan State driver's license for the class of vehicle operated and shall obey all traffic regulations, including weight and speed limits. The Contractor shall hire and pay its workers as employees and not as independent contractors. Persons hired by the Contractor shall not be deemed to be employees of or otherwise in any joint venture or other relationship with the City. The Contractor shall comply with all Michigan and federal laws, regulations and executive orders relating to hiring, hours of work, manner of pay, workers' compensation, and unemployment benefits.
4. Provide Services for the collection of bulk refuse. The Contractor shall dispose of bulk items in an approved and permitted disposal site that is licensed by the State of Michigan Department of Natural Resources and Environment (DNRE). The Contractor will specify the name of disposal sites to be used and provide copies of the applicable permits & licenses. City representatives may inspect identified disposal sites at any time to determine compliance with sanitation requirements. All bulk refuse shall be separated and must be removed using an approved method. Approved methods of removal shall be limited to arrangements with the Contractor or private arrangements to transfer the bulk refuse to an appropriate disposal site or facility.
5. Contractor shall conduct two (2) inbound material sampling audits per year at the Recycling Material recovery facility, reporting back to the City contamination rates for the Recyclable Materials collected from City routes and a list identifying principal causes for contamination. Annually, the Contractor shall provide the City with data including total tonnage of waste material collected, total tonnage of Recyclable Material collected, total tonnage of Recyclable Material diverted to a land fill, and resident participation rate in the City's recycling program. Upon request, Contractor shall make available to the City any additional data and/or statistics Contractor has on record relative to the City's provided Services.
6. Contractor shall tag any materials left at the curb indicating why they were not taken, along with a phone number to call the local office for customer questions.

7. Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work of this Agreement.
8. Contractor shall not enter private driveways except as permitted by this Agreement and shall endeavor to take all necessary precautions for the protection of public or private property. The Contractor shall be responsible for repairing or replacing any damage to public or private property caused solely due to Contractor's negligence or willful misconduct, with an exception to normal wear and tear, caused pursuant to the performance of Services under this Agreement. All property which suffers damage caused by the Contractor's negligence or willful misconduct, including sod, mailboxes, Domestic Solid Waste or Recyclable Materials containers, shall be repaired or replaced to equivalent quality at the time of damage at no extra charge to the property owner or the City.
9. Contractor shall prohibit any drinking of alcoholic beverages or use of a controlled substance, except by a doctor's prescription, by its drivers and crew members while on duty or in the course of performing their duties under this Agreement. Contractor employees shall be specifically prohibited from driving while impaired by alcohol or any controlled substance. In the event that any of the Contractors employees are deemed by the City to be unfit or unsuitable to perform the Services under this Agreement as a result of intoxication, drug use, or by virtue of abusive or obnoxious behavior, then, upon prior formal written request of the City stating the reason of such removal in detail, the Contractor, if such allegations are verified, shall remove such employee from work within the City and furnish a suitable and competent replacement employee.
10. Contractor shall provide a safety plan for emergencies and/or accidents.
11. Contractor shall obtain a business license with the City as provided for in Ordinance Chapter 110 Business Licensing before engaging in the business of collecting, transporting, delivering, or disposing of Domestic Solid Waste, Recyclable Materials, commercial or construction debris, garbage, hazardous, or industrial solid waste in the City.

F. Obligations of the City:

The City will be responsible for uploading the Domestic Solid Waste and Recyclable Materials schedule to the City's website and in the determination of the City a release of any other media article that would assist the Residential Units and Participating Units to gather information concerning the Services.

G. Service Investigation and Complaints:

1. All complaints made directly to the Contractor shall be given courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate; and if such allegations are verified, shall arrange for the collection of the uncollected refuse no more than 48 hours after the complaint is received (weekends excluded). The Contractor shall maintain this toll-free number, 877-698-7274, for this use of Residential Units and Participating Units served under the Agreement. In the event of a billing dispute, Contractor shall respond fully to customer within one week of receiving a complaint.

2. The Contractor shall maintain an adequately staffed office and regular office hours for the receipt of service calls, questions, and complaints regarding the Services. The Contractor agrees to maintain regular contact with the City for the purpose of receiving and responding to such questions and complaints.
3. The Contractor agrees to record all complaints and requests for investigations received at its designated office or at Douglas City Hall on a service investigation system. The service investigation system shall indicate the date and time the complaint or request was received, the date and time the Contractor was notified if such complaint or request for investigation was received by the City, the name, address, and telephone number of the complainant, and the nature of the complaint or investigation. The Contractor shall retain copies of the service investigation and shall supply a copy to the City Manager or his/her designee upon request.
4. Upon receipt of a complaint or request for investigation, Contractor agrees to investigate the incident and take such corrective action as is necessary to comply with its obligations under this Agreement, and all ordinances, rules, and regulations of the City. When the Contractor is at fault due to its negligence or willful misconduct, and the Contractor receives notice of the complaint by 3:00 p.m., corrective action shall be taken within twenty-four (24) hours after the Contractor is notified of the incident. If the Contractor receives notice of the complaint after 3:00 p.m., corrective action shall be taken within forty-eight (48) hours after the Contractor is notified of the incident. In the event of a difference of opinion as to the validity of the complaint or the fault or responsibility of the Contractor, the parties shall take mutual decision as to how to redress the complaint.
5. Upon completion of its investigation and the taking of corrective action as required by this Section, the Contractor agrees to record the nature of the corrective action taken and the date and time of such action. The Contractor shall retain the completed service investigation and deliver a copy to the City Manager or his or her designee upon request.

H. Compensation:

1. The Contractor shall directly bill each Residential Unit and Participating Unit for the collection of Domestic Solid Waste, Rear Yard or Private Property Collection and Return Service, and Yard Waste (if requested) in the amounts set forth in the rate schedule sheet incorporated herein and attached as Exhibit A. The Contractor shall include all fees for the collection and disposal of Recyclable Materials and there shall be no separate charge applied to the Residential Units and Participating Units for recycling services.
2. The Contractor shall provide the Residential Units and Participating Units with various choices for subscription service and payments to include:

Payment Terms:

Net 30 days - The Contractor will bill the Residential Unit or Participating Unit the following rates, per Exhibit A, for Domestic Solid Waste and Recyclable Material

Services in advance and shall be paid unconditionally and in full within thirty (30) days from the date of receipt of invoice by the Residential Unit or Participating Unit. All unpaid invoices shall carry interest at the rate of 1.5% per month or, if lower, the maximum rate permitted by Applicable Law, until the balance is paid in full.

Annual - Residential Units or Participating Units can pay for 12 months in advance subject to any upward or downward adjustment of the fee pursuant to the fuel surcharge described in Section H.6. No refunds or prorations will be given.

Service Options: 64-Gallon Domestic Solid Waste Container
96-Gallon Domestic Solid Waste Container

3. The Contractor shall be entitled to compensation for collecting Bulk Refuse in such amounts as it typically charges, as agreed by the Residential Unit and Participating Unit.
4. Residential Units and Participating Units shall be offered various payment options for Services, including payment by credit or debit cards.
5. The compensation set forth in this Section shall be the only compensation paid to the Contractor for Services provided under this Agreement.
6. A Fuel Recovery Fee shall be assessed after year 1 and applied on a per residence/month basis, in addition to the Monthly Charge. The Base Price for diesel fuel shall be set at \$5.00/gallon. Price will be based on the DOE Index for Highway Diesel – Midwest Index of fuel rise above the "base price," a surcharge of \$0.04/residence/month shall be applied for every \$0.10/gallon increment of increase in Contractor's cost of fuel above the Base Price. No adjustments made for pricing below \$5.00 per gallon.
7. The Fuel Recovery Fee will be added to the residents' rates at the beginning of each contract term and will be reviewed annually using the most current DOE data one month prior to annual start.
8. Pass Through – The Monthly Charge may be able to be increased, upon thirty (30) days written notice, due to future and certain increases in Federal, State or local taxes (excluding income taxes and property taxes), and any charges, surcharges, and fees imposed by governmental authorities on Contractor's collection Services, processing facility for recycling or disposal site, and due to laws, rules regulations and ordinances which are passed after the date hereof which have the effect of increasing the collection Services, processing facility or the disposal site's direct costs. The Contractor shall not be entitled to any increase associated with violations of law, regulations, ordinances, or permit conditions.
9. The Contractor shall be responsible for, and the City shall bear no responsibility for, the assessment, billing, processing, and the collection of all charges imposed by the Contractor upon Residential Units and Participating Units. The Contractor may use only lawful means of collecting or attempting to collect delinquent charges owed by the owner or occupant of a Residential Unit and Participating Unit. If the Contractor suspends Services to a Residential Unit or Participating Unit as a result of nonpayment

of charges due to the Contractor, the Contractor shall notify Residential Unit, Participating Unit, and the City Manager seven (7) days prior to the suspension of service and shall provide written justification for the suspension of service.

I. Hold Harmless; Insurance; Letter of Credit:

1. The Parties agree to defend, indemnify, and hold harmless the other and officers, agents, and employees from and against any direct damage, claim (including reasonable attorney fees) for injury to or death of persons present on the property where Services shall be performed, or injury to or destruction of property, arising out of or directly in connection with any act of that party's negligence or willful misconduct or that party's breach of this Agreement. The Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.
2. The Contractor shall defend, indemnify, and save harmless the City, and its departments, public officials and officers, agents, and employees from and against any fine, penalty, costs, or other charge (including without limitation, court costs and attorney fees) arising out of or in connection with the negligent performance of Contractor's Services or its failure to comply with all applicable laws, rules, and regulations governing the collection, transportation and disposal of all Domestic Solid Waste and other materials collected pursuant to this Agreement. Upon request of the City, the Contractor shall provide written documentation evidencing proper transportation and disposal of all materials collected by the Contractor pursuant to this Agreement. The Contractor's duties and obligations under this Section shall survive the expiration or termination of this Agreement.
3. Except for hazardous or toxic substances necessary for the operation of vehicles and office equipment used by the Contractor in the ordinary course of business, the Contractor shall not cause or permit any hazardous or toxic substances to be released, stored, produced, emitted, disposed of or used in connection with the Agreement or any act or omission of the Contractor or any agent or employee of the Contractor in the course of the performance of the Services provided per this Agreement or to the Residential Units and Participating Units. As used in this section, the term "hazardous or toxic substance or material" shall include, but not be limited to, any material or substance which is deemed a hazardous substance pursuant to the United States Environmental Protection Agency, any Applicable Law, Comprehensive Environmental Response, Compensation and Liability Act, 42 USCA §9661 et seq. as amended, or pursuant to the Michigan Natural Resources and Environmental Protection Act, MCLA 324.101, et seq. as amended, and rules and regulations promulgated under either Act. The Contractor shall hold the City harmless from, indemnify it for, and defend it against any and all cost, claims, losses, liability, damages, administrative and criminal proceedings, or other actions as a result of the Contractor's breach of such condition; provided, however, that in no event shall the Contractor have any liability to the City, under this Section or otherwise, solely as a result of the unlawful act or omission of the owner or occupant of a Residential Unit or Participating Unit. The Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

4. The Contractor shall secure and maintain, for the duration of the term of this Agreement, workers' compensation insurance, Contractor's pollution liability insurance, and general liability insurance for bodily injury and property damage in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence for bodily injury, and not less than \$500,000 per occurrence for property damage. Any policy maintained to satisfy this requirement shall be placed with insurance carriers fully licensed and authorized to do business in the state of Michigan. The City, its departments, public officials and officers, employees, and agents shall be additional insureds on all such policies of insurance (except worker's compensation) via blanket-form endorsement. The Contractor shall deliver an ACORD certificate of insurance to the City. Contractor shall continuously maintain required insurance coverage and shall assume full responsibility for the Contractor's work from loss or damage and shall protect all public and private property from injury or loss arising in connection with the Contractor's work.

J. Non-Performance:

In the event that the Contractor shall fail, neglect, or refuse to perform any or all of its duties, obligations, or responsibilities under this Agreement, the City may, after thirty (30) days written notice to the Contractor, perform such duties, obligations, or agreements, or have such duties, obligations, or agreements performed and charge all costs thereof to the Contractor, and the Contractor shall pay all of said costs to the City. If such failure, neglect, or refusal continues for 30 days after such written notice, the City shall exercise its right of termination under Section K, Right of Termination; Notice, of this Agreement, and pursue any and all legal remedies to which it may be entitled.

K. Right of Termination; Notice:

1. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party of any of the covenants, terms, or conditions of this Agreement and such material breach or nonperformance is not substantially cured and continues for a period of 30 days after written notice specifying such material breach or nonperformance in reasonable detail, is provided to the other party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued provided both parties agree. Upon termination, the Residential Unit or Participating Unit receiving Services shall pay Contractor only such charges and fees for the Services performed on or before the termination effective date and Contractor shall collect its equipment, and shall have no further obligation to perform any Services under this Agreement.
2. Either party shall have the right to terminate this Agreement upon prior written notice, in the event that the other party ceases operation of its business by reason of insolvency, bankruptcy, or similar proceeding, whether voluntary or involuntary, or for any other reason. Notwithstanding the foregoing, upon the occurrence of such event, a Residential Unit or Participating Unit receiving Services shall be liable to pay Contractor for all the Services performed till such termination effective date.

3. The City shall have the right to immediately terminate this Agreement in the event Contractor fails to obtain or maintain any licenses, permits, or other approvals required to provide the Services or fulfill its obligations under this Agreement.
4. In the event of a termination under Section 1, 2 or 3 a Residential Unit or Participating Unit receiving Services shall pay Contractor only such charges and fees for the Services performed on or before the termination effective date and Contractor shall collect its equipment. The City acknowledges its obligation, in the event of a termination of this Agreement, to mitigate its damages by engaging a different contractor to render the Services as soon as reasonably practicable after the date of termination. The Contractor shall remain liable to the City for any damages the City may sustain as a result of the Contractor's breach in excess of any such mitigation.
5. In addition to any other remedies available under this Agreement or at law or equity, the prevailing party in any lawsuit between the City and the Contractor to enforce any provision of this Agreement may recover its actual reasonable costs, including reasonable attorney's fees and other legal expenses incurred to investigate, bring, maintain, or defend any action from its first accrual or first notice thereof through any and all appellate and collection proceedings. To the extent not otherwise prohibited by law, the parties agree that the jurisdiction and venue for any action brought pursuant to or to enforce any provision of this Agreement shall be exclusively in the state courts in Allegan County, Michigan.
6. In the event of a termination of the Agreement, Contractor shall endeavor to use its best efforts to transition the Services to a new contractor in order for Residential Units and Participating Units receive continuous and uninterrupted service.

L. Assignment:

1. The Parties shall neither assign this Agreement nor any part thereof, to any person, firm, or organization unless said assignment is first approved in writing by the other party. The Parties acknowledge that such written approval may not be unreasonably withheld, delayed or conditioned by the other party. Any attempt to assign this Agreement without prior approval shall render the Agreement null and void.

M. The Term of Agreement:

1. This Agreement shall be for a term starting on December 1, 2022 and ending November 30, 2025. It is intended that the term of this Agreement shall be for three (3) years with two (2) optional one (1) year extensions unless earlier terminated. The Agreement may be terminated by either party within one hundred eighty (180) days by written notice based on the terms and conditions of the Agreement. The Agreement may be terminated by either party without cause with at least thirty (30) days' prior written notice by mutual agreement or in the event of substantial failure to perform with the terms set forth in the Agreement as described in the Agreement as set forth above. Should extensions be agreed upon, the Parties retain the right to modify elements of the Agreement, if necessary, as addendums.

N. Miscellaneous Provisions:

1. Public Education and Community Outreach: The Contractor may develop Public Education and Community Outreach Programs in partnership with the City and other appropriate parties. The public education program may include information on recycling and waste reduction, in support of City, County, and State waste reduction programs and goals. To ensure message consistency, all materials must be pre-approved by the City.

The Contractor shall send a color brochure, or provide a website link, to all Residential Units and Participating Units within 30-days of being awarded the Agreement introducing their company, highlighting the start date, and describing services including graphics (specifically noting any changes). This brochure needs to be pre-approved by the City, and preparation and distribution is at the Contractor's expense/cost.

The Contractor may distribute a newsletter to all residents at least two (2) times a year, in the summer and in the winter. These newsletters need to be pre-approved by the City, and preparation and distribution are at the Contractor's expense/cost.

2. The terms of this Agreement may be modified, changed, or altered upon the mutual written agreement of the Contractor and the City. No such amendment shall be effective or binding unless it expressly makes reference to this Agreement, is in writing, and is signed by the Contractor and duly authorized representatives of the City.
3. This Agreement has been negotiated and prepared by the parties and their respective counsel and should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party.
4. Neither the City nor the Contractor shall be considered or construed as the agent of the other, nor shall either party have the right to bind the other in any manner whatsoever, and this Agreement shall not be construed as a contract of agency.
5. This Agreement shall be governed in all respects, whether as to validity, construction, performance or otherwise, by the laws of the State of Michigan.
6. If any paragraph, section, clause, or provision of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the validity or unenforceability of such paragraph, section, clause, or provision shall not affect the validity of any and all remaining paragraphs, sections, clauses, or provisions.
7. All notices, approvals, consents, requests, demands, or formal actions hereunder shall be in writing and mailed or delivered to the following addresses:

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

Attn: City Manager

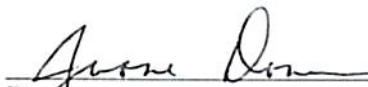
To the Contractor:
 Allied Waste Systems Inc.
 DBA Republic Service of Jenison
 2471 Wilshire Drive
 Jenison, MI 49428
 Attn: Jack Brown


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

8. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior conflicting oral or written representations, understandings, or agreements relating to the subject matter hereof, except, as a condition of entering into this Agreement, the City has relied upon all representations or warranties made by the Contractor in the course of the bidding process, the Agreement documents, and the discussions and negotiations between the Contractor and the City prior to the effective date of this Agreement, and the City continues to rely on said representations and warranties. This Agreement shall control with respect to any conflict between it and the representations or warranties of the Contractor. The Contractor acknowledges that the terms of this Agreement supersede any and all prior representations or warranties of the City, and that the City is not bound by any terms not contained herein.
9. Any failure to enforce any provision of this Agreement or waiver by either party of any breach by the other party of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement or any subsequent breach by that party of any provision of this Agreement.

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

CITY OF THE VILLAGE OF DOUGLAS


 By: _____
 Its: Mayor


 By: Pamela Aalderink
 Its: Clerk

ALLIED WASTE SYSTEMS, INC. DBA REPUBLIC SERVICES OF JENISON


 By: Tom Mahoney

Its: General Manager

EXHIBIT A - RATE SCHEDULE

Unit	Year 1	Year 2	Year 3
Trash			
Smaller 64-Gallon Container, Cost/Household/Month, Weekly Pickup	\$ 16.68	\$ 17.51	\$ 18.39
Standard 96-Gallon Container, Cost/Household/Month, Weekly Pickup	\$ 16.68	\$ 17.51	\$ 18.39
Additional 64-gallon Container, Cost/Household/Month, Weekly Pickup	\$ 6.50	\$ 6.83	\$ 7.17
Additional 96-gallon Container, Cost/Household/Month, Weekly Pickup	\$ 6.50	\$ 6.83	\$ 7.17
2 YD Dumpster, Cost/Facility/Month, Weekly Pickup	\$ 70.00	\$ 73.50	\$ 77.18
2 YD Dumpster, Cost/Facility/Month, Bi-Weekly Pickup	\$ 65.00	\$ 68.25	\$ 71.66
2 YD Dumpster, Cost/Facility/Month, Monthly Pickup	\$ 55.00	\$ 57.75	\$ 60.64
2 YD Dumpster, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$ 150.00	\$ 157.50	\$ 165.38
4 YD Dumpster, Cost/Facility/Month, Weekly Pickup	\$ 85.00	\$ 89.25	\$ 93.71
4 YD Dumpster, Cost/Facility/Month, Bi-Weekly Pickup	\$ 75.00	\$ 78.75	\$ 82.69
4 YD Dumpster, Cost/Facility/Month, Monthly Pickup	\$ 65.00	\$ 68.25	\$ 71.66
4 YD Dumpster, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$ 150.00	\$ 157.50	\$ 165.38
6 YD Dumpster, Cost/Facility/Month, Weekly Pickup	\$ 105.00	\$ 110.25	\$ 115.76
6 YD Dumpster, Cost/Facility/Month, Bi-Weekly Pickup	\$ 90.00	\$ 94.50	\$ 99.23
6 YD Dumpster, Cost/Facility/Month, Monthly Pickup	\$ 70.00	\$ 73.50	\$ 77.18
6 YD Dumpster, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$ 150.00	\$ 157.50	\$ 165.38
8 YD Dumpster, Cost/Facility/Month, Weekly Pickup	\$ 135.00	\$ 141.75	\$ 148.84
8 YD Dumpster, Cost/Facility/Month, Bi-Weekly Pickup	\$ 108.00	\$ 113.40	\$ 119.07
8 YD Dumpster, Cost/Facility/Month, Monthly Pickup	\$ 91.80	\$ 96.39	\$ 101.21
8 YD Dumpster, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$ 150.00	\$ 157.50	\$ 165.38
Private Property Collection and Return Service (Disabled Only) Per Container	\$ 15.00	\$15.75	\$16.54
Seasonal Service	\$ 19.68	\$20.66	\$21.70

Unit	Year 1	Year 2	Year 3
Recycling			
Standard 96 Gallon Container, Cost/Household/Month, Weekly Pickup	N/A	N/A	N/A
Standard 96 Gallon Container, Cost/Household/Month, Bi-Weekly Pickup	Price is included in the Monthly Trash Rate		
Additional 96 Gallon Container, Cost/Household/Month, Weekly Pickup	N/A	N/A	N/A
Additional 96 Gallon Container, Cost/Household/Month, Bi-Weekly Pickup	\$ 6.50	\$ 6.83	\$ 7.17
2 YD Container Cost/Facility/Month, Weekly Pickup	\$ 63.00	\$ 66.15	\$ 69.46
2 YD Container, Cost/Facility/Month, Bi-Weekly Pickup	\$ 53.55	\$ 56.23	\$ 59.04
2 YD Container, Cost/Facility/Month, Monthly Pickup	\$ 47.12	\$ 49.48	\$ 51.95
2 YD Container, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$ 150.00	\$ 157.50	\$ 165.38
4 YD Container, Cost/Facility/Month, Weekly Pickup	\$ 76.50	\$ 80.33	\$ 84.34
4 YD Container, Cost/Facility/Month, Bi-Weekly Pickup	\$ 65.03	\$ 68.28	\$ 71.70
4 YD Container, Cost/Facility/Month, Monthly Pickup	\$ 57.22	\$ 60.08	\$ 63.09
4 YD Container, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$ 150.00	\$ 157.50	\$ 165.38
6 YD Container, Cost/Facility/Month, Weekly Pickup	\$ 94.50	\$ 99.23	\$ 104.19
6 YD Dumpster, Cost/Facility/Month, Bi-Weekly Pickup	\$ 80.33	\$ 84.35	\$ 88.56
6 YD Container, Cost/Facility/Month, Monthly Pickup	\$ 70.69	\$ 74.22	\$ 77.94
6 YD Container, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$ 150.00	\$ 157.50	\$ 165.38
8 YD Container, Cost/Facility/Month, Weekly Pickup	\$ 121.50	\$ 127.58	\$ 133.95
8 YD Container, Cost/Facility/Month, Bi-Weekly Pickup	\$ 103.28	\$ 108.44	\$ 113.87
8 YD Container, Cost/Facility/Month, Monthly Pickup	\$ 90.88	\$ 95.42	\$ 100.20
8 YD Container, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$ 150.00	\$ 157.50	\$ 165.38
Private Property Collection and Return Service	\$ 15.00		
Seasonal Service	Price is included in the Monthly Trash Rate		

All 2, 4, 6, and 8 yard recycle containers are Cardboard only (single stream or contamination with trash or yard waste could result in a charge to the user). Mixed recyclables are only permitted with a 96-gallon container. Call 877-698-7274 to contract this service.

Unit	Year 1	Year 2	Year 3
Yard Waste Additional Option			
Annual Charge is for a 96-gallon container plus 3 bio degradable paper bags per season (April 1- November 30")	\$ 140.00	\$ 147.00	\$ 154.35
Each Bag Over 3	\$ 3.00		
Bulk Refuse Additional Options			
Bulk Refuse Service Per Item	Call 877-698-7274 for pricing		
Hazardous Waste			
Annual event for all Residential Units and Participating Units to be charged to ALL trash customers per month	\$ 1.50	\$ 1.58	\$ 1.65

One Time Charges	
	Delivery/exchange/removal Charge
Residential Container	\$10 per cart
Residential Container - Replacement Cost	\$75 per cart
Front Load Containers (2, 4, 6, and 8 yard)	\$75 per container



MEMORANDUM

REGULAR CITY COUNCIL MEETING

July 7, 2025 at 6:00 PM

TO: City Council

FROM: Lisa Nocerini, City Manager

SUBJECT: Special Event Permit – Halloween Parade 2025

Hystopolis Productions, a 501c3 nonprofit organization, has submitted an application for a special event permit for the 27th annual Douglas Halloween Parade for Adults to be held on Saturday, October 25th. The parade lineup will start at 9:30pm with the parade starting at 10:00pm. Music, sound amplification, and spotlights will be utilized for the event.

The application has received a departmental review from both the Police Department and the Public Works Department. Per the City's Special Event Policy, a cost confirmation form was provided to Hystopolis Production outlining the total estimated costs for City services in the amount of \$13,296.80.

Sample Motion: I recommend City Council approve the special event permit application from Hystopolis Productions for the 27th annual Douglas Halloween Parade with the estimated cost of \$13,296.80 to be paid no later than one week prior to the event.



CITY OF THE VILLAGE OF DOUGLAS
 86 West Center Street, P.O. Box 757
 Douglas, MI 49406
 (269) 857-1438 phone

www.douglasmi.gov
info@douglasmi.gov

\$50 Fee (Free for non-profit organizations)

Date Received:	6/20/25
CITY COUNCIL ACTION:	
Approved	Denied
Date	7/7/25
POLICE DEPARTMENT ACTION:	
Approved <input checked="" type="checkbox"/>	Denied
Date	6/30/25
DEPARTMENT OF PUBLIC WORKS ACTION:	
Approved <input checked="" type="checkbox"/>	Denied
Date	6/30/25
Estimated Fees:	

*APPROVED w/conditions

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 90 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. Please see the City of Douglas' Event Policy for more information. **Required Authorizing Personnel Signatures page must be completed prior to submitting it to City Hall for Council approval.** A Cost Confirmation Form will be provided to the applicant/organization after application submittal. This form will outline the total estimated costs of the event. If the total estimated costs do not exceed \$3,000, then no payment will be required. However, should costs exceed this threshold, then the applicant/organization will be responsible for the additional charges above and beyond \$3,000.

APPLICANT/ORGANIZATION INFORMATION

Organization: Hystopolis Productions

Applicant Name: Erin Wilkinson - Event Director PH: [REDACTED]

Street Address/P.O. Box: 3200 N. Lakeshore Dr., Ste. 2403, Chicago, IL 60657 (corporate)

City/State/Zip Code: PO Box 490, Douglas, MI 49406 (mailing)

E-mail: [REDACTED]

CONTACT PERSON ON DAY OF EVENT: Erin Wilkinson PH: [REDACTED]

EVENT INFORMATION

Name of Event: Douglas Halloween Parade for Adults - 27th Annual

Location of Event: Center Street from Ellis to Washington

Event Date(s): Saturday, Oct. 25, 2025 Start Time: 8:00 pm End Time: 12:00 am

Estimated Date/Time for: Set-Up 10/25/2025 - around noon Clean-Up 10/25 @12am & 10/26 9a

Anticipated Number of Attendees: 15-20k Anticipated Number of Volunteers: 40-50

Event Description: This is a Halloween parade for adults intended to promote tourism and drive
It is a celebration of creative arts that is fun, inclusive, and safe for everyone.

This year we may have several sponsor vehicles at the front to pose for photos with the
crowd and Pumpkin King. They' ll be parked after Center street is closed, and moved before

EVENT DETAILS

☒ Street Closure: (Use attached map to outline proposed closure)

Street closure date/time: 8:00 pm Street re-open date/time: 12:30 am

☒ Parade: (Use attached map to outline route) Parade Type: ☒ Pedestrian ☒ Vehicle

Parade start time: 9pm lineup / 10 pm parade Parade finish time: 11:30-12am

MUSIC:

Will Music be provided during this event? ☒ Yes ☐ No

If yes, type of music proposed: ☐ Live ☒ Amplification ☒ Recorded ☒ Loudspeakers

Time music will begin: 7 pm end: 12 am

FOOD VENDORS/CONCESSIONS: (Contact Allegan County Health Department)

Will Food Vendors/Concessions be available at your event? ☒ Yes ☐ No

If yes, ☐ Provide Copy of Health Department Food Service License

ALCOHOL:

Will alcohol be served at your event? ☐ Yes ☒ No

If yes, ☐ Provide Copy of Liquor Liability Insurance (Listing the City as additional insured)

☐ Provide Copy of Michigan Liquor Control License

Please describe measures to be taken to prohibit the sale of alcohol to minors: _____

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 or on City property.

Please visit www.douglasmi.gov to obtain the 14 Day Temporary Sign Permit application.

FIREWORKS:

Will fireworks be a part of your event? ☐ Yes ☒ No

If yes, ☐ Provide Copy of Liability Insurance (Listing the City as additional insured)

☐ Council Resolution will be Required – see City Clerk

TENTS/CANOPIES/BOOTHES:

Will tents/canopies be installed? ☒ Yes ☐ No

If yes, ☒ Tents – Quantity Max 10

☐ 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 Tent Inspection form found at www.saugatuckfire.org and/or call the Saugatuck Township Fire Department with questions at (269) 857-3000.

Will booths be set up? ☐ Yes, Quantity _____ ☒ No

The City of Douglas does have tables and chairs available for rental through the Downtown Development Authority – see www.douglasmi.gov for application. Pick up and drop off are the responsibility of the applicant.

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. See event fee schedule for associated costs.

DEPARTMENT OF PUBLIC WORKS:

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

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Trucks – Size _____ Qty _____ | <input checked="" type="checkbox"/> Loaders – Tele or Regular | <input checked="" type="checkbox"/> Trailer – Size _____ Qty _____ |
| <input checked="" type="checkbox"/> Traffic Control Trailer | <input checked="" type="checkbox"/> Bobcat UTV | <input checked="" type="checkbox"/> Tractor with Loader |
| <input checked="" type="checkbox"/> Barricades – Type A Qty _____ | <input checked="" type="checkbox"/> Barricades – Concrete Qty _____ | <input checked="" type="checkbox"/> Barricades – 3 Bar Qty _____ |
| <input checked="" type="checkbox"/> Trash Receptacles – Qty _____ | <input checked="" type="checkbox"/> Traffic Cones – Qty _____ | <input type="checkbox"/> Fencing - _____ feet |
| <input checked="" type="checkbox"/> Electric – Yes/No | <input type="checkbox"/> Water – Yes/No | <input checked="" type="checkbox"/> Additional Restroom Cleaning – Yes/No |

☐ Approved ☐ Denied

☒ Approved with Conditions Approved as this permit is
as of 6/30/25

Authorized Personnel Signature

Picky L. Zet

Date:

6/30/25

DOUGLAS POLICE DEPARTMENT:

Will this event require additional officers & equipment? ☒ Yes ☐ No

If yes, please describe & include times: Minimum required by DPD

☐ Approved ☐ Denied

☒ Approved with Conditions PAYMENTS FOR MSP SERVICES / DPD SERVICES

SOUND CHECK PRIOR TO EVENT. WALKING PARADE
ONLY - NO ANIMALS OR MOTORIZED VEHICLES.

CHANGES TO GO BEFORE COUNCIL.

Authorized Personnel Signature

St V

Date:

06/30/25

APPLICANT/ORGANIZATION CHECK LIST

- ☐ Completed Application
- ☒ Event Map (include detailed event layout for food vendors/concessions, booths, portable restrooms, road closures, barricades, music, parade route, event signage, etc.)
- ☐ Certificate of Insurance (listing the City of Douglas as additional insured – once approved)
- ☐ 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
- ☐ Police Department Authorized Personnel Signature
- ☒ Yes, I have read the City of Douglas' Event Policy
- If document(s) are missing, please explain: I will have food and sponsor/vendor info closer to ever

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.~~ *W*
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:

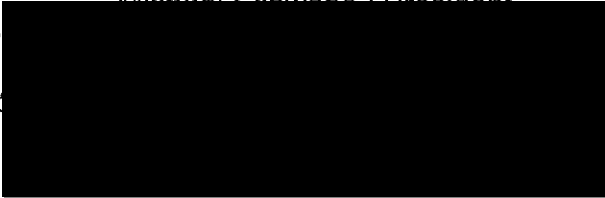
- A. Acts or omissions by the Applicant/Organization, its agents, employees, servants and Contractors in furtherance of the event, including, but not limited to, acts or omissions alleged to be in the nature of gross negligence or willful misconduct. The Applicant/Organization agrees to reimburse the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

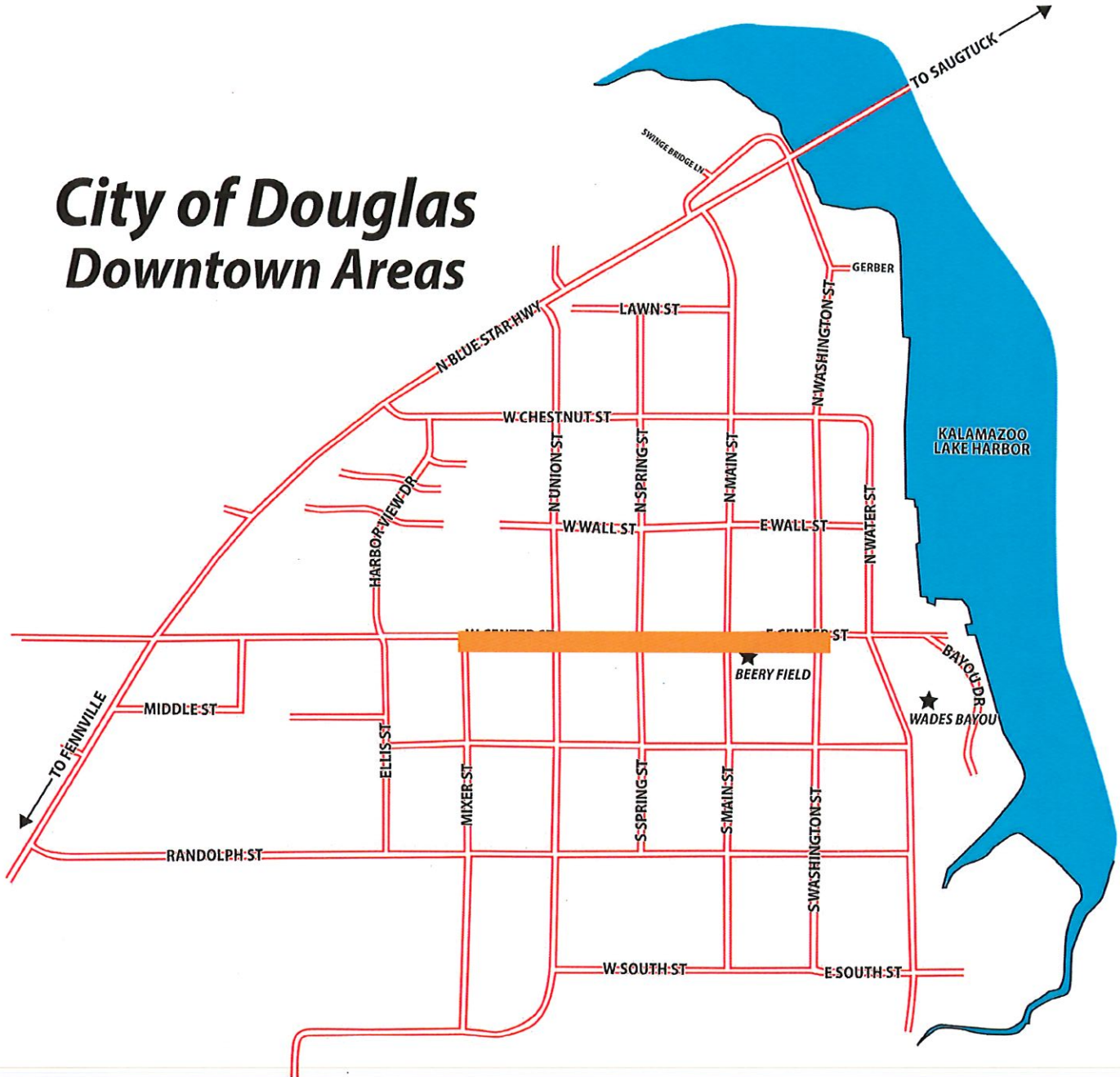
As the Applicant or duly authorized agent of the Organization, I hereby apply for approval of this special event and affirm the above understandings. The information provided on this application is true and complete to the best of my knowledge.

Printed Name of Applicant Michael J. Schuchman / President Date: 5/20/2025

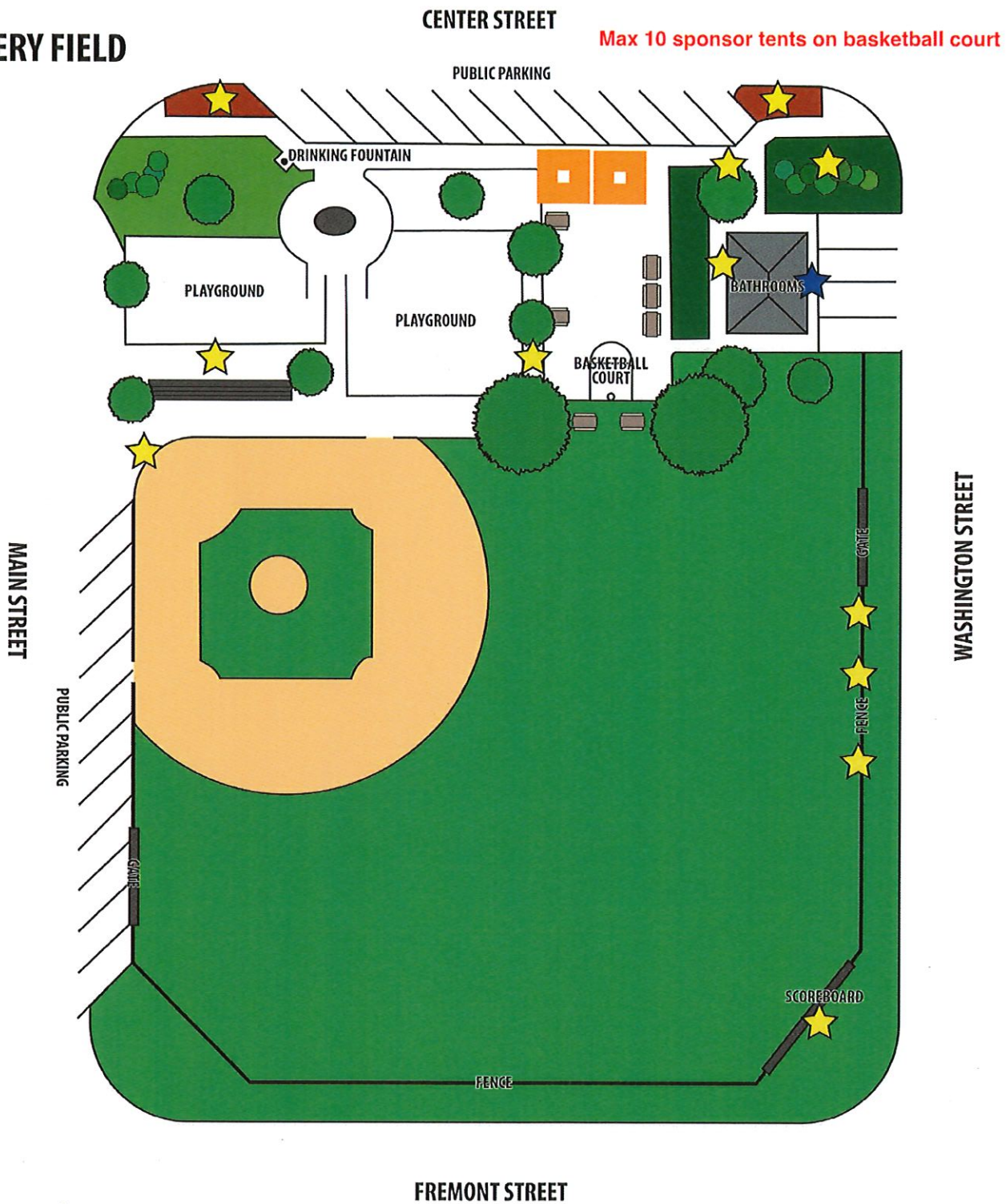
Signature of Applicant  Date: 6/26/25




City of Douglas Downtown Areas



BEERY FIELD

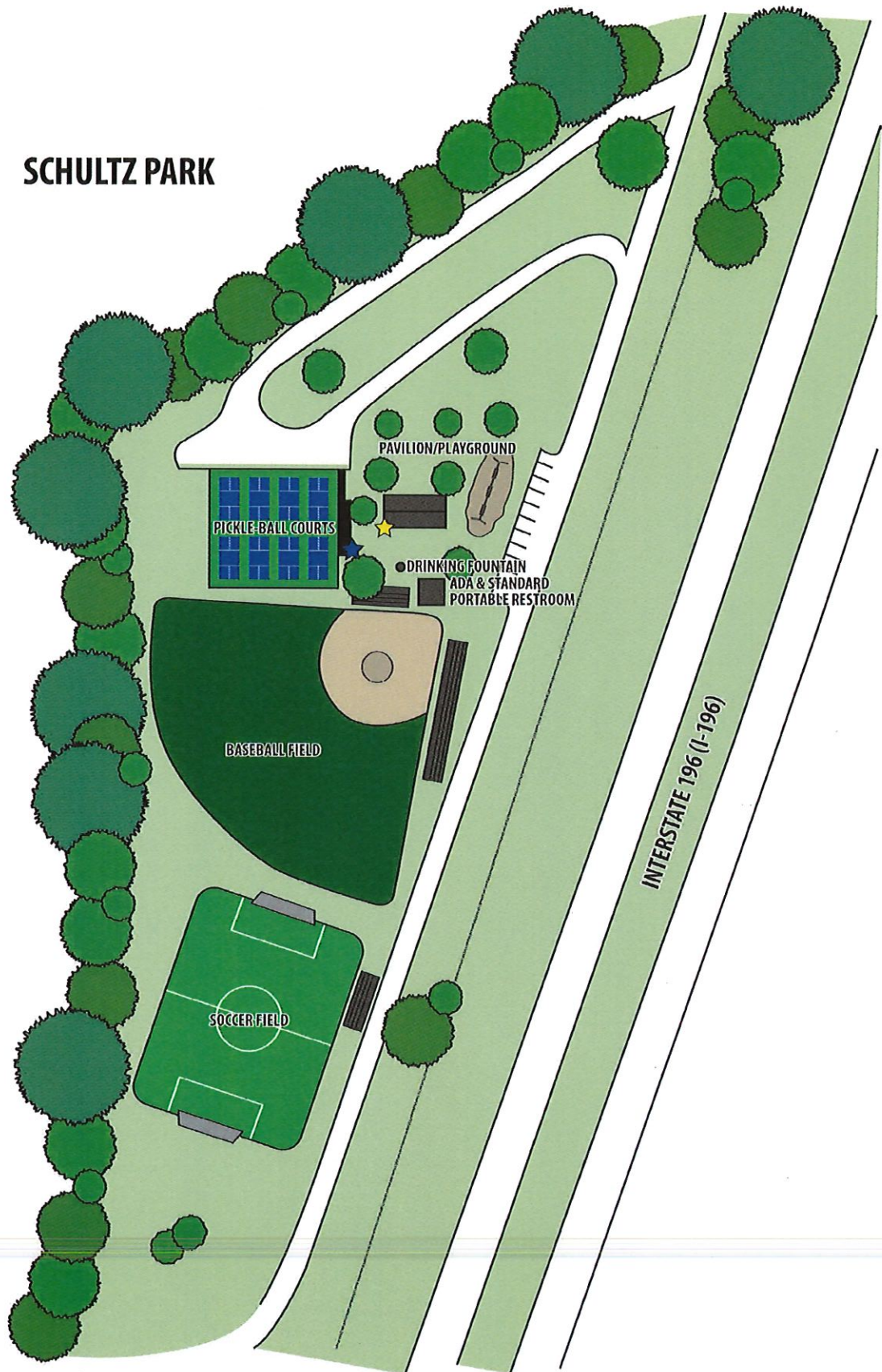


-  Water Hose Hookup
-  Electrical Outlet

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

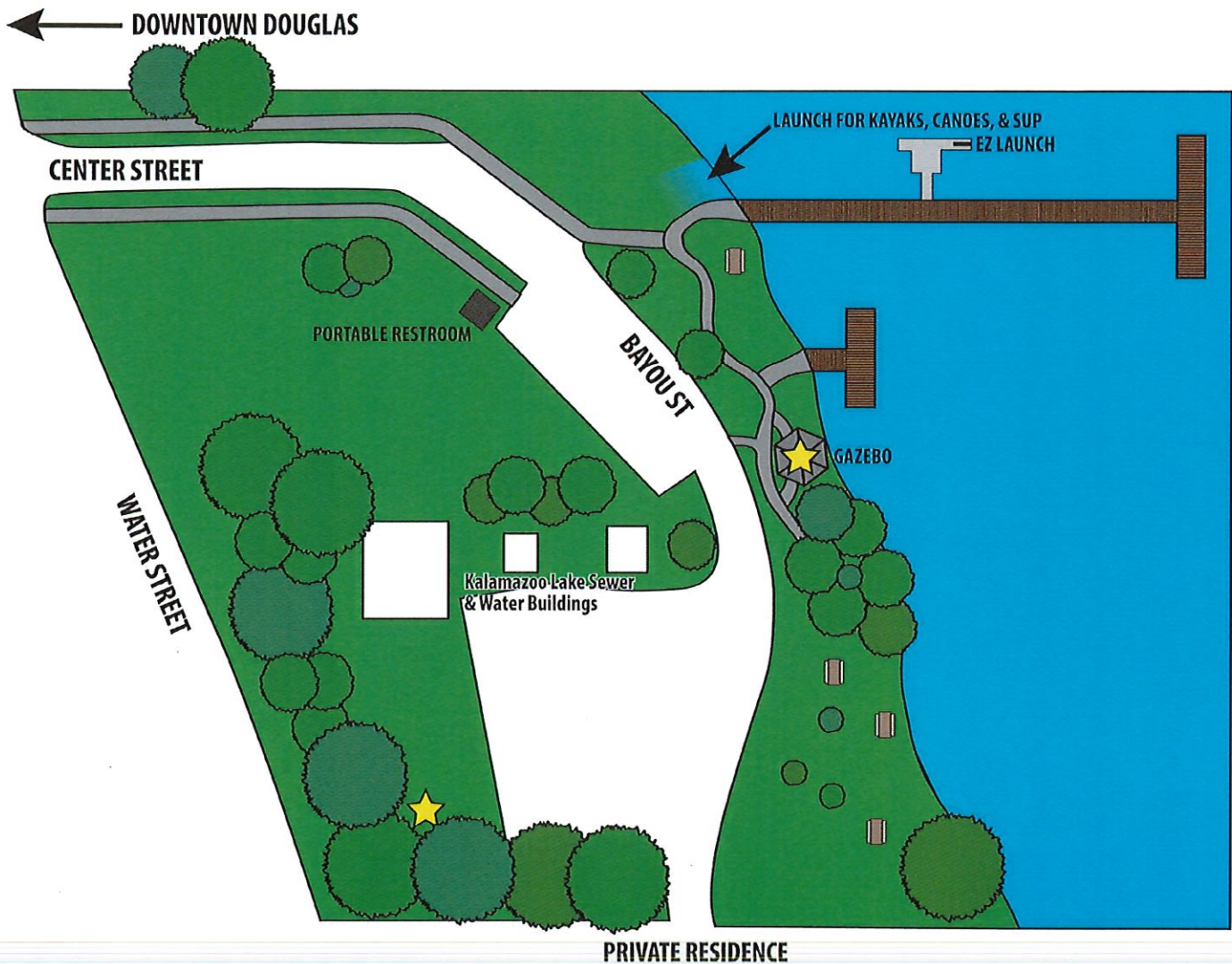


★ Electrical Outlet ★ Water Spigot

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.



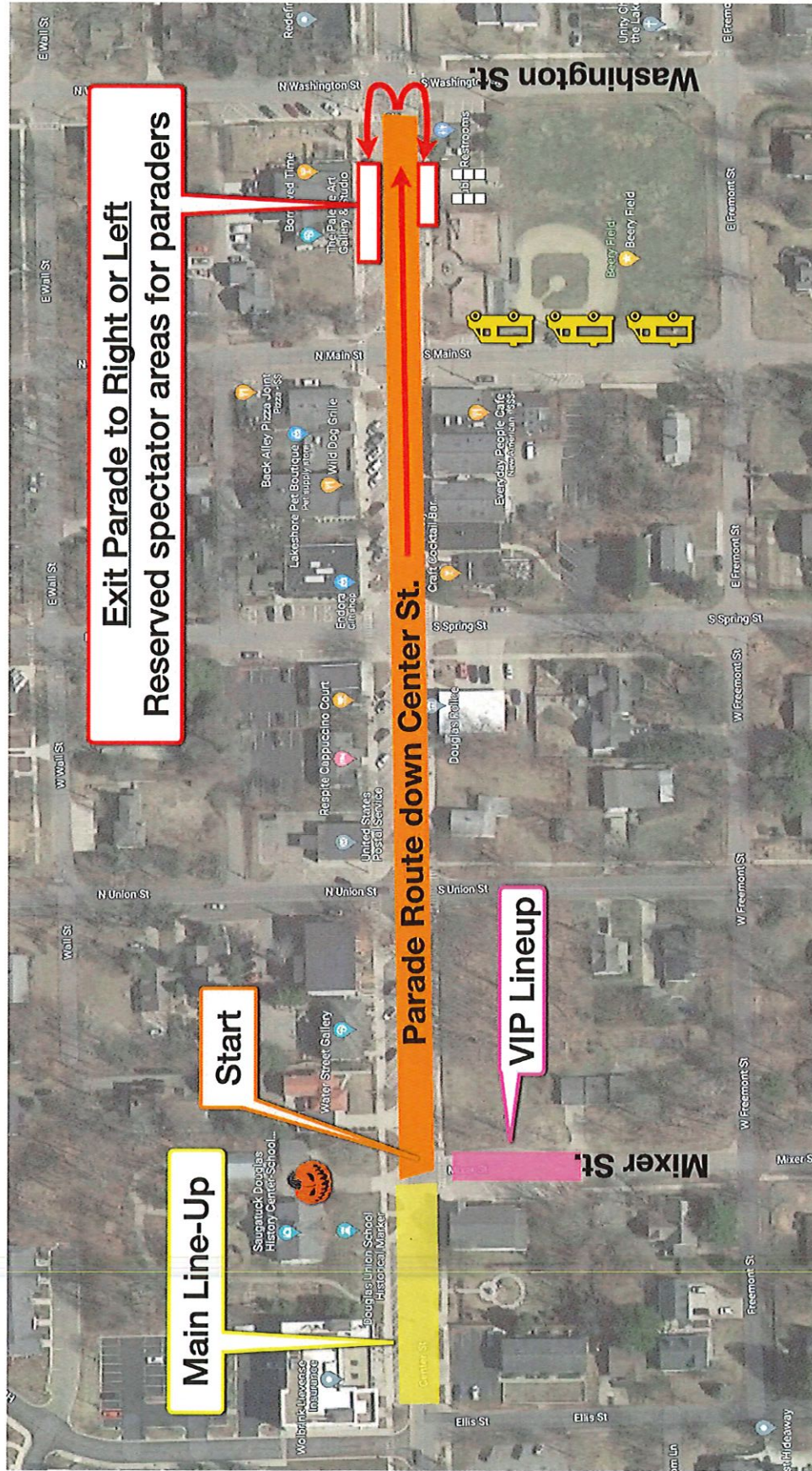
WADES BAYOU



Electrical Outlet

Note: Wades Bayou 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.

2025 Douglas Halloween Parade Layout

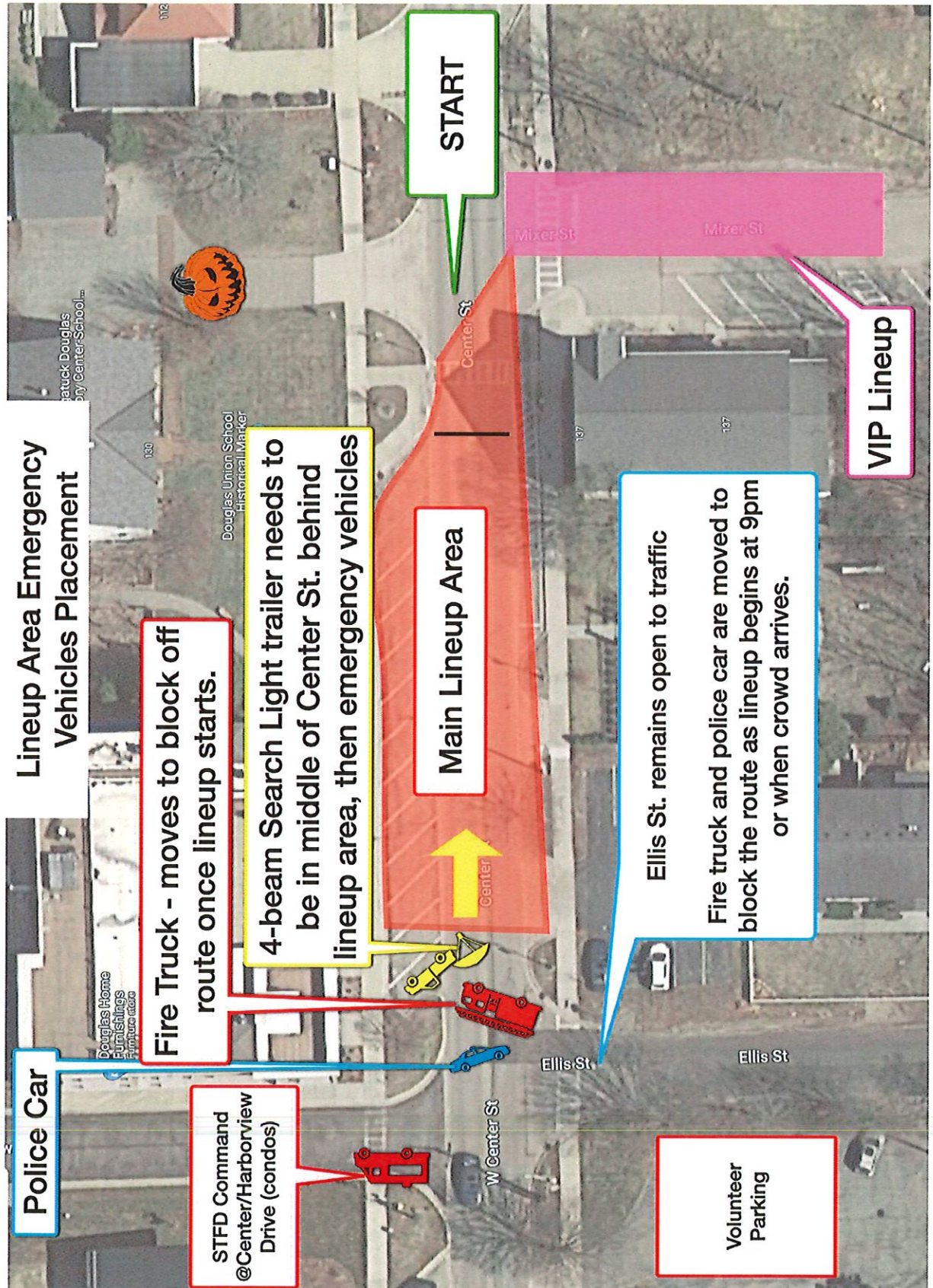


9:00 pm Lineup
9:30 pm VIP Lineup
10 pm Parade

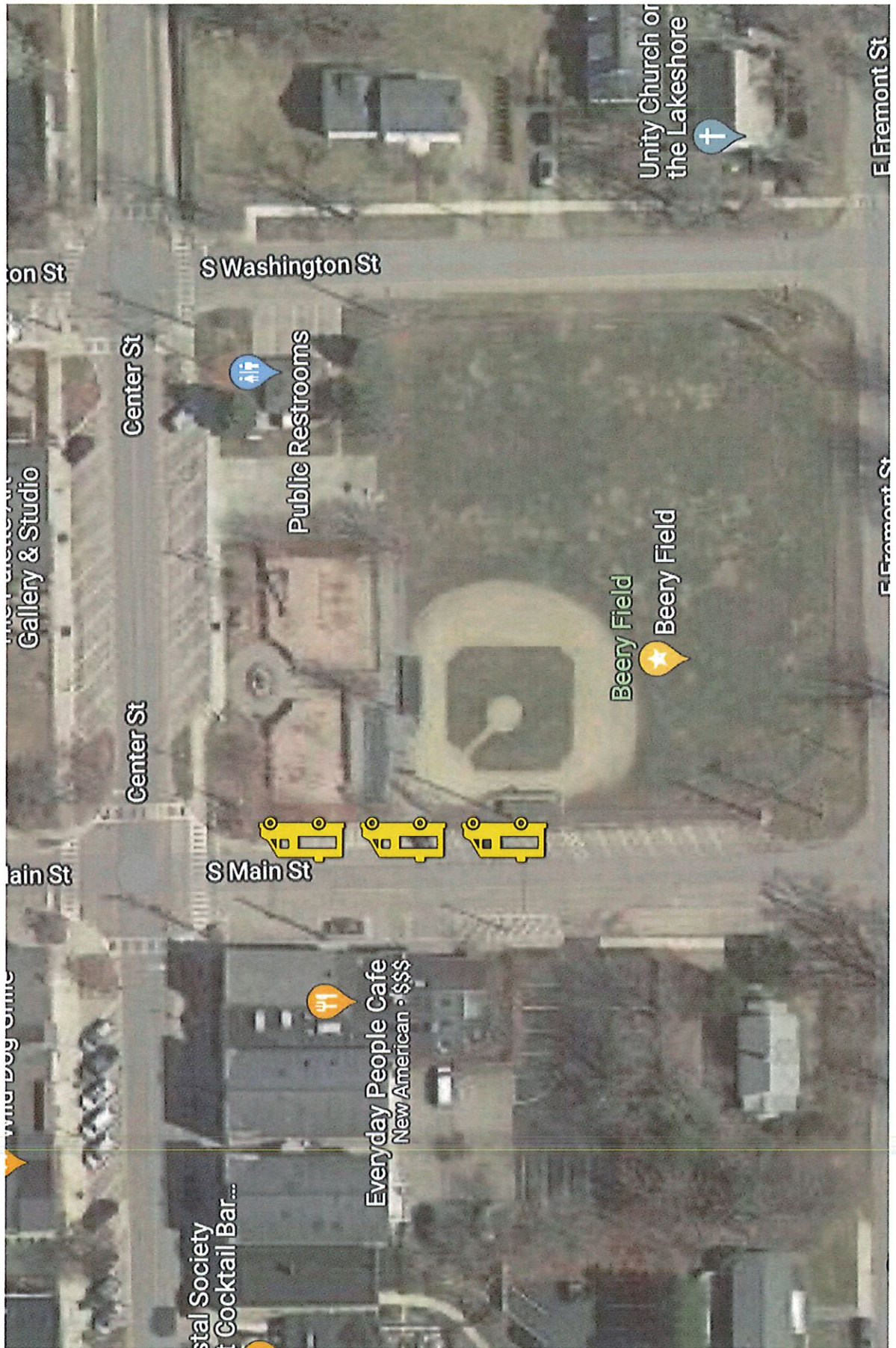
Emergency Vehicle Placement (Tentative)



Lineup Vehicle Placement



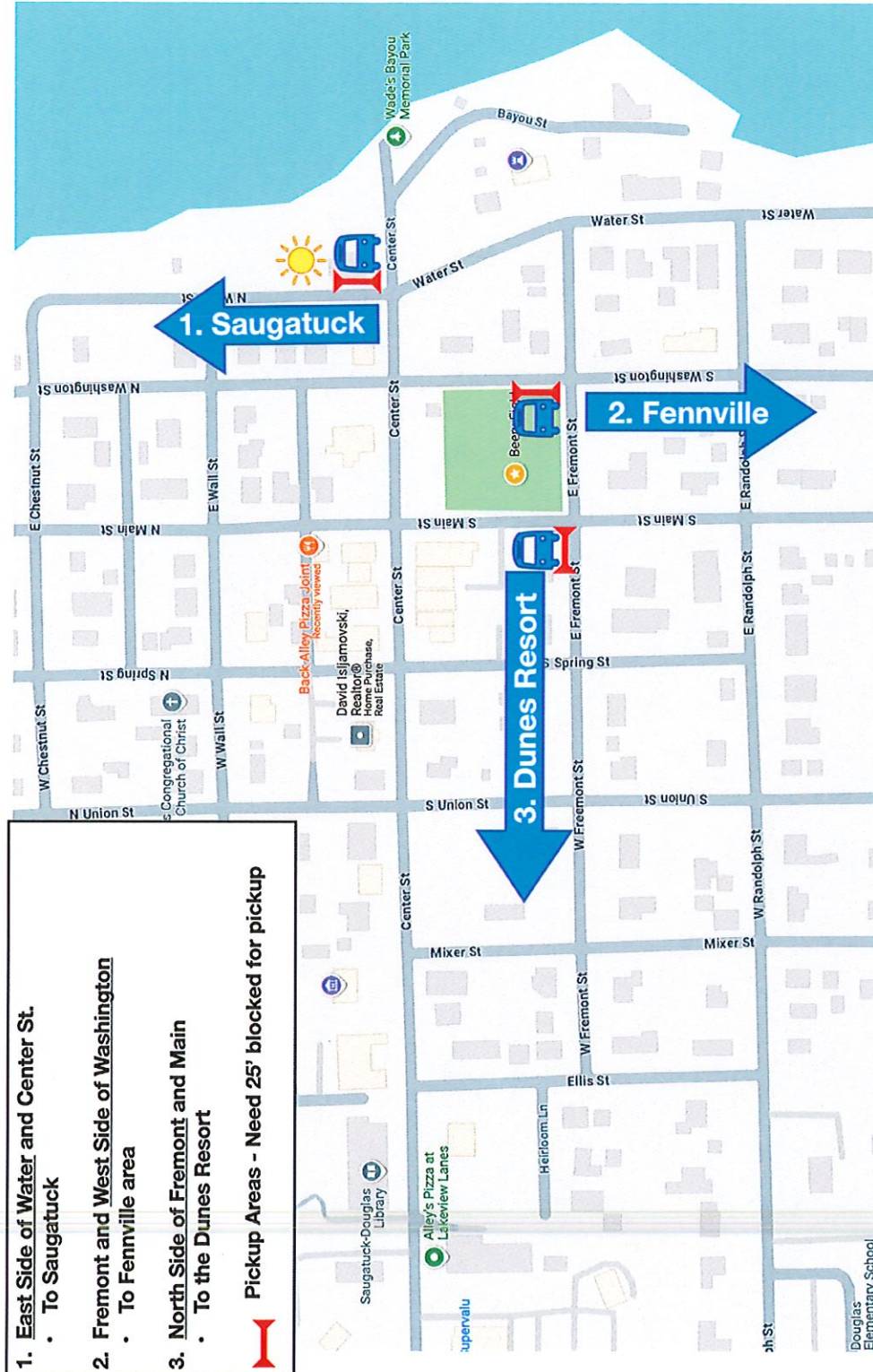
Food Truck Placement



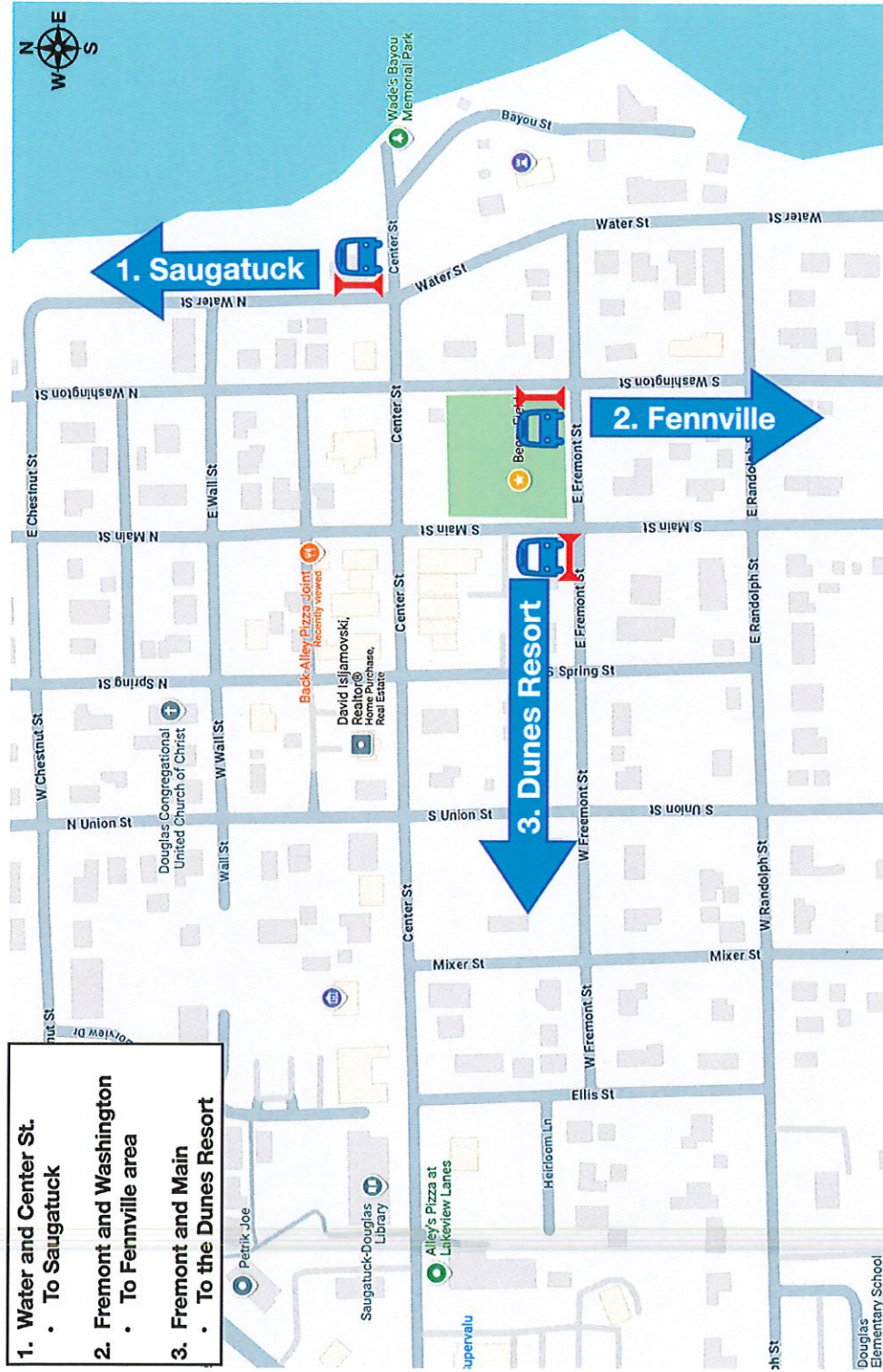
2025 No Parking



2025 Interurban Pickup/Drop Off



2025 Interurban Douglas Pickup/Drop Off



- 1. Water and Center St.
• To Saugatuck
- 2. Fremont and Washington
• To Fennville area
- 3. Fremont and Main
• To the Dunes Resort

Internal Revenue Service
District Director

Department of the Treasury

Item 8C.

Date: 8 - OCT 1986

▷ Hystopolis Productions, Inc.
441 W. North Ave.
Chicago, IL 60610

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in section 509(c)(2).

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins on the date of your inception and ends on the date shown above.

Within 90 days after the end of your advance ruling period, you must submit to us information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.

Grantors and donors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you submit the required information within the 90 days, grantors and donors may continue to rely on the advance determination until the Service makes a final determination of your foundation status. However, if notice that you will no longer be treated as a section 509(c)(2) organization is published in the Internal Revenue Bulletin, grantors and donors may not rely on this determination after the date of such publication. Also, a grantor or donor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(c)(2) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(c)(2) organization.

(over)

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

You are required to file Form 990, Return of Organization Exempt from Income Tax, only if your gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay.

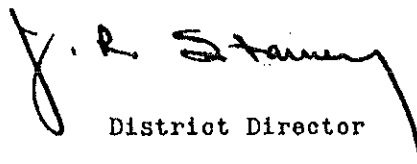
You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

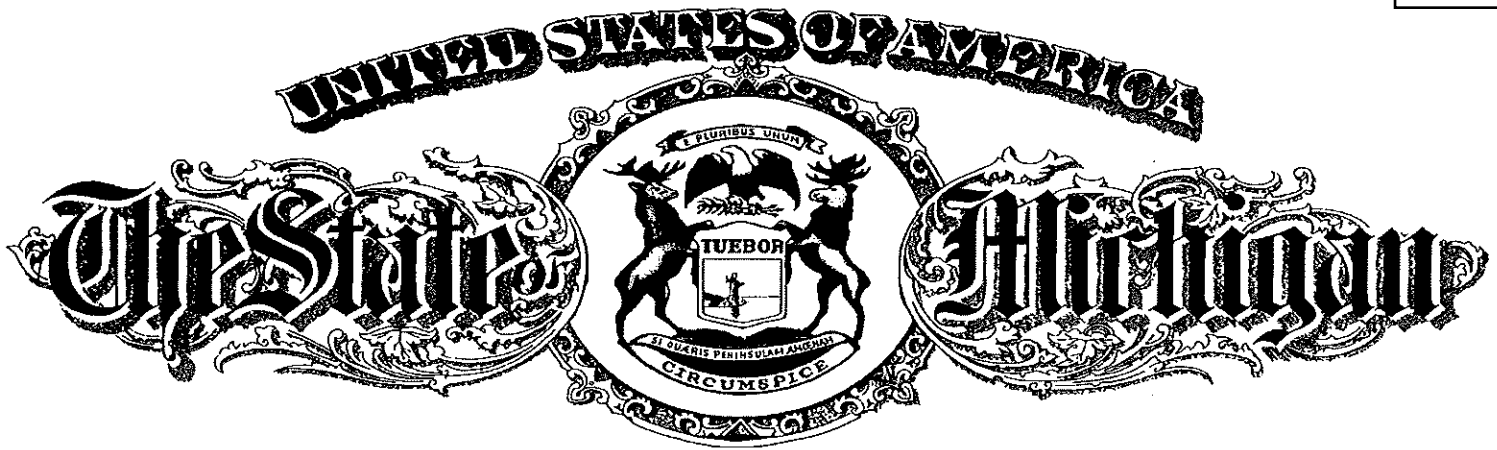
You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,


District Director



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

HYSTOPOLIS PRODUCTIONS

a nonprofit corporation existing under the laws of the state of Illinois

was validly authorized to conduct affairs in Michigan on the 1 day of April, 2019 in conformity with 1982 PA 162.

Said corporation is authorized to conduct in this state any affairs of the character set forth in its application which a domestic corporation formed under this act may lawfully conduct. The authority shall continue as long as said corporation retains its authority to conduct such affairs in the jurisdiction of its incorporation and its authority to conduct affairs in this state has not been surrendered, suspended, or revoked.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 1st day of April, 2019.

Julia Dale

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

COST CONFIRMATION FORM

The City of the Village of Douglas

86 W. Center St. P.O. Box 757

Douglas, MI 49406

Phone 269-857-1438

DATE: 06/11/25

EVENT: Halloween Parade

This Cost Confirmation Form will be provided to the applicant/organization after application submittal. This form will outline the total estimated costs of the event. If the total estimated costs do not exceed \$3,000, then no payment will be required. However, should costs exceed this threshold, then the applicant/organization will be responsible for the additional charges above and beyond \$3,000.

Event Applicant:

Hystopolis Productions / Erin Wilkinson

DESCRIPTION	AMOUNT
Police Services:	
Douglas Police and Michigan State Police Staffing	\$8,492.63
- Douglas Police - Chief, Corporal, 7 Officers, and Police Clerk (\$1,685.00)	
- Michigan State Police - 2 Sergeants, 10 State Troopers (\$6,807.63)	
Equipment, Supplies, and Barricades:	
Douglas Police Patrol Vehicles	\$300.53
DPW Services:	
Contracted Help	\$400.00
DPW Overtime Hours	\$2,885.85
Extra Bathroom Cleaning Sunday Morning	\$82.38
Equipment, Supplies, and Barricades:	
Dump Trucks, Loaders, Pickups, Trailers, Bobcat UTV and Tractors	
Trash Receptacles & Liners, T-Posts & Fencing	
Concrete Barricades, 3-Bars and Cones	\$4,135.41
	-\$3,000
TOTAL	\$13,296.80

Make all checks payable to **The City of the Village of Douglas**

If you have any questions concerning this invoice, contact the Clerks Department.



MEMO

TO: The Douglas City Council

FROM: Lisa Nocerini, City Manager

RE: Resolution Authorizing Sale of 47 W. Center Street

DATE: July 7, 2025

The City of the Village of Douglas has negotiated the sale of the City-owned property located at 47 W. Center Street, the Police Department building—to Ufuk Turan, for the purchase price of \$452,000. The property was identified as surplus following the relocation of the Police Department and is a key site for downtown redevelopment.

Key terms of the proposed sale include the following:

- A \$25,000 escrow agreement to ensure the buyer completes a viable redevelopment of the property within 18 months of the closing date.
- A no-cost lease to the buyer beginning at closing and continuing until the earlier of the buyer taking possession or the business becoming operational. The City will continue to maintain the building during this interim period.

This arrangement reflects the City's commitment to productive reuse of public assets and support for business development in the downtown corridor.

Recommended Motion: *Motion to adopt Resolution No. 20-2025, authorizing the sale of City-owned property at 47 W. Center Street to Ufuk Turan for \$452,000, including a \$25,000 redevelopment escrow, a no-cost lease until possession. The Mayor and City Clerk are authorized to execute all necessary documents.*

**CITY OF THE VILLAGE OF DOUGLAS
RESOLUTION NO. 20-2025**

**A RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED PROPERTY LOCATED AT 47
W. CENTER STREET, DOUGLAS, MICHIGAN, TO UFUK TURAN, INCLUDING ESCROW
AND LEASE TERMS**

WHEREAS, the City of the Village of Douglas (the "City") is the owner of real property located at 47 W. Center Street, Douglas, Michigan 49406, in Allegan County (the "Property"); and

WHEREAS, the City has negotiated a sale of the Property to Ufuk Turan for the agreed-upon purchase price of Four Hundred Fifty-Two Thousand Dollars (\$452,000); and

WHEREAS, the terms of the sale shall include the establishment of a \$25,000 escrow agreement to ensure that the buyer commits to redeveloping the Property into a viable business operation within eighteen (18) months of the closing date; and

WHEREAS, the City agrees to lease the building to the buyer at no cost (\$0.00) from the date of closing until the earlier of the business becoming operational or the 18-month deadline, and will continue to maintain the property during this lease period; and

WHEREAS, the City finds this arrangement to be in the best interest of the community by supporting downtown revitalization and ensuring productive use of public assets.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of the Village of Douglas hereby approves the sale of the Property to Ufuk Turan for the amount of \$452,000, subject to the escrow and lease terms described above and under further terms and conditions deemed appropriate by the City Manager and legal counsel; and

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are authorized to execute all necessary documents and take all appropriate actions to effectuate the sale and implement the terms of the agreement; and

BE IT FURTHER RESOLVED, that the proceeds from the sale shall be used in accordance with City financial policies and designated allocations as determined by the City Council.

YEAS:

NAYS:

ABSENT:

ADOPTED this 7th day of July 2025.

CITY OF THE VILLAGE OF DOUGLAS

BY: _____
Cathy North, Mayor

BY: _____
Laura Kasper, City Clerk

CERTIFICATION

I, Laura Kasper, 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 July 7th, 2025, 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