



**THE CITY OF THE VILLAGE OF DOUGLAS
REGULAR MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 06, 2023 AT 7:00 PM
86 W CENTER ST., DOUGLAS MI**

AGENDA

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

Join online by visiting: <https://us02web.zoom.us/j/85262064137>

Join by phone by dialing: +1 (312) 626-6799 | **Then enter "Meeting ID":** 852 6206 4137

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 September 6, 2023
 - B. Approve the August 21, 2023 Council Closed Session Meeting Minutes
 - C. Approve the August 21, 2023 Council Regular Meeting Minutes
 - D. Approve invoices in the amount of \$46,605.51
 - E. Resignations / Appointments -

Greg Freeman Resignation - Planning Commission

Tim Ketelhut Resignation - Downtown Development Authority

Motion to approve the Consent Calendar of September 6, 2023 – roll call vote
5. **PUBLIC COMMUNICATION - VERBAL (LIMIT OF 3 MINUTES)**
6. **PUBLIC COMMUNICATION - WRITTEN**
7. **UNFINISHED BUSINESS**
 - A. Resolution 27-2023 - Temporary Traffic Control Order (item tabled 8/10/2023)

Motion to adopt Resolution 27-2023 and amend the Blue Star Corridor Capital Outlay account to fund the selected option for a temporary all-way stop at the intersection of Blue Star Highway and Wiley Road. - roll call vote

8. NEW BUSINESS

A. Special Event - Mount Baldhead Challenge

Motion to approve the special event permit application from the Rotary Club of Saugatuck-Douglas and provide in kind support for the Mount Baldhead Challenge on September 9, 2023. - roll call vote

B. City Manager Contract

Motion to accept the proposed City Manager Employment Agreement for the new City Manager, Lisa Nocerini. - roll call vote

C. Resolution 30-2023 - Budget Amendment FY 23-24

Motion to adopt Resolution 30-2023, which outlines the amendments to the City of Douglas annual budget for fiscal year 2023-2024. - roll call vote

D. Household Hazardous Waste Day and Styrofoam Collection Event

Motion to approve the Tri-Community Recycling Committees request for monetary support for a Household Hazardous Waste Day and Styrofoam Collection event on September 26, 2023 in the amount of \$2,000. - roll call vote

9. REPORTS

A. Commission/Committee/Boards

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

B. Staff Written Reports

1. City Manager

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

11. COUNCIL COMMENTS

12. MAYOR’S REPORT/COMMENTS

13. ADJOURNMENT

Motion to adjourn the meeting.

Please Note – The City of the Village of Douglas (the “City”) is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of this meeting or the facilities, are requested to contact Laura Kasper, Interim 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, AUGUST 21, 2023 AT 7:00 PM
86 W CENTER ST., DOUGLAS MI**

MINUTES

1. CALL TO ORDER: By Mayor

2. ROLL CALL: By Clerk

PRESENT

Mayor Pro-Tem Cathy North
Mayor Jerome Donovan
Councilmember Neal Seabert
Councilmember Robert Naumann
Councilmember John OMalley
Councilmember Randy Walker
Councilmember Gregory Freeman

3. PLEDGE OF ALLEGIANCE: Led by Mayor

4. CONSENT CALENDAR

- A. Approve the Agenda for August 21, 2023 – Amend section items 8E to 8D, Item 14 to 8F, 8F to 8G.
- B. Approve the August 7, 2023 City Council Regular Meeting Minutes
- C. Approve the August 10, 2023 City Council Special Meeting Minutes
- D. Approve the invoices in the amount of \$62,787.77
- E. Date Change -
Ordinance No. 06-2023 - Ground-floor Residential Text Amendment - Public Hearing will be on the September 6, 2023 agenda.

Motion by Seabert, seconded by Naumann, to approve the Consent Calendar of August 21, 2023, as amended. – Motion carried by unanimous roll call vote.

5. PUBLIC COMMUNICATION - VERBAL (LIMIT OF 3 MINUTES): None

6. PUBLIC COMMUNICATION - WRITTEN

- A. Gary L. Vandenberg – Letter – Recorded and presented in agenda packet.

7. UNFINISHED BUSINESS: None

8. NEW BUSINESS

- A. Special Event - Adult Halloween Parade** – Councilmembers reviewed the submission from Hystopolis Productions, a 501c3 non-profit organization. City departments have initially met with the applicant prior to Council approval and will coordinate finalization meetings after approval. Traditionally, the City has contributed its support to the event in the form of in-kind services such as policing, staffing, portable restrooms, barricading, donation of equipment, event setup, and post event clean up. Erin Wilkinson, Hystopolis Director of Events, joined remotely to answer Councilmembers questions. The Police Chief is coordinating with local first responders to provide additional security and traffic control on the evening of the event. Saugatuck Township Fire District will assist with barricading the parade route and traffic control.

Motion by Freeman, seconded by Naumann, to approve the special event permit application from Hystopolis Productions and provide in-kind support for the 25th Annual Douglas Halloween Parade for Adults, to be held on Saturday, October 28th, 2023. – Motion carried by unanimous roll call vote.

- B. Special Event - Out On The Lakeshore Fall Speedo Run** - The City received a special event application for a 1-Mile Fall Speedo Run. The event will take place on September 30th, 2023 from 11:00 am to 1:00 pm. The purpose of the event is a 1-mile fundraiser run in the City of Douglas. Funds raised will go to Out On The Lakeshore, a 501c3 nonprofit providing programing and resources to the LGBTQ+ community along the lakeshore. Both the Department of Public Works and the Douglas Police Department have met with the applicant prior to Council approval.

Motion by Seabert, seconded by Walker, to approve the special event application from Out On The Lakeshore for the 1-Mile Fall Speedo Run on September 30th, 2023, from 11:00 am to 1:00 pm. - Motion carried by unanimous roll call vote.

- C. Special Event - Douglas Elementary School Walk A Thon Parade** - The Douglas Elementary School Parent Teacher Organization has submitted an application for a Walk A Thon to be held on Monday, October 2, 2023 from 12:30 pm to 1:30 pm. Elementary School children are fundraising for the Douglas PTO. In celebration of their success, they will parade through downtown Douglas alongside the Police, Fire, and Saugatuck High School Marching Band. The walk will begin at the school grounds, turning left onto Ellis St. and right onto Center St., right onto Spring St and then back down to Randolph St. Both the Department of Public Works and the Douglas Police Department have met with the applicant prior to Council approval.

Motion by North, seconded by Freeman, to approve the special event application by Douglas Elementary School Parent Teacher Organization to hold a Walk A Thon Parade on Monday, October 2nd, 2023, from 12:30 pm to 1:30 pm. – Motion carried by unanimous roll call vote.

- D. AED Discussion** - Councilmember Walker led the discussion item about Automated External Defibrillator (AED). The City budgeted \$23,800 for the purchase of AEDs and cabinets for FY 23-24. Saugatuck-Douglas Fire Chief and Deputy Chief spoke about AEDs and answered questions from Councilmembers.

- E. Ordinance No. 07-2023** - Zoning Ordinance Amendment - Second Read - Public Hearing

Motion by Seabert, seconded by Freeman, to open the Public Hearing for Ordinance No. 07-2023, Zoning Ordinance amendment, addition of Article 22; Signs. – Motion carried by unanimous roll call vote.

1. Planning & Zoning Administrator Comments - City Planning and Zoning Administrator, Joe Blair, gave a brief background on the item.

2. Public Comments – None

3. Council Comments – Councilmembers asked Mr. Blair about the enforcement process, and for further information on the definitions of sign types.

Motion by Seabert, seconded by O'Malley, to close the Public Hearing for Ordinance No. 07-2023, Zoning Ordinance amendment, addition of Article 22; Signs. - Motion carried by unanimous roll call vote.

Motion by Freeman, seconded by Seabert, to adopt Ordinance No. 07-2023, Zoning Ordinance amendment, addition of Article 22; Signs. - Motion carried by unanimous roll call vote.

- F. Staff Written Reports - Manager Report** – City Manager LaBombard gave a brief update on the finalizing of Manager transition items. He also mentioned that Verizon approached the City about adding a tower at Beery Field. Councilmembers also thanked him for his work as City Manager, as this was his last Council meeting with the City.
- G. Second Interview** - Lisa Nocerini – Councilmembers asked the City Manager candidate follow-up questions to her first interview, which took place during the special meeting on August 10, 2023.

9. CLOSED SESSION:

Motion by Seabert, seconded by Freeman, to enter into closed session per Sect: 8 (1)(h) of the Open Meetings Act, to discuss with the City Attorney material exempt from discussion or disclosure by state and federal statute. – Motion carried by unanimous roll call vote.

Motion by Freeman, seconded O'Malley, to exit from closed session and enter back into the regular session of City Council. - Motion carried by unanimous roll call vote.

- 10. REPORT ON CITY MANAGER AND INTERIM CITY MANAGER SEARCH:** Councilmembers discussed offering the City Manager Position to Lisa Nocerini, and agreed she is qualified and would be a good fit for the position. They also discussed appointing the Interim City Clerk or another internal staff member as the Interim City Manager for the period of time before Lisa Nocerini could start.

Motion by North, seconded by Walker, to offer the position of City Manager to Lisa Nocerini, subject to the provisions and negotiations of the City Manager Employment contract. – Motion carried by unanimous roll call vote.

North amended her motion to include the salary being offered.

Motion by North, seconded by Walker, to offer the position of City Manager to Lisa Nocerini, at the yearly salary of \$100,000 per year, subject to the provisions and negotiations of the City Manager Employment contract. – Motion carried by unanimous roll call vote.

11. REPORTS

- A. Commission/Committee/Boards:**
1. Planning Commission – No meeting
 2. Kalamazoo Lake Sewer Water – Minutes on website
 3. Downtown Development Authority – Meeting next week
 4. Kalamazoo Lake Harbor Authority – No meeting
 5. Douglas Harbor Authority – No meeting
 6. Douglas Brownfield Authority – No meeting
 7. Fire Board – Met prior, received donations, and purchased five new hoses.

- 8. Community Recreation – No meeting
- 9. Playground Committee – Upcoming funding event at the Ivy House.

12. PUBLIC COMMUNICATION – VERBAL (LIMIT OF 3 MINUTES): None

13. COUNCIL COMMENTS: Walker mentioned the Police shoreline bike ride that passed through Douglas, and thanked Matt Balmer for feeding the group. Freeman stated interest in the possibility of hiring a temporary Interim City Manager from outside of the office, so as not to disrupt current staff workflow. Seabert stated full recovery from recent illness and was glad to be back in person. O’Malley reminded all of the upcoming road closure that will occur at nighttime on September 7th. Naumann mentioned his friend was riding with the police and thanked Walker for her involvement. North recognized the efforts by Walker at a recent fundraising event and thanked Mayor Donovan for his work with finding a new City Manager.

14. MAYOR’S REPORT/COMMENTS: Mayor Donovan was impressed with the police bike ride and would like to plan for next one. He also thanked Rich LaBombard for his work with the City and stated that Lisa Nocerini would be a good fit for the City.

15. ADJOURNMENT

Motion by Seabert, seconded by Naumann, to adjourn the meeting.

Approved on this 6th day of September, 2023

Signed: _____ Date: _____
Jerome Donovan, Mayor

Signed: _____ Date: _____
Laura Kasper, Interim 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 August 21, 2023, I further certify that the meeting was duly called and that a quorum was present.

Signed: _____ Date: _____
Laura Kasper, Interim City Clerk

08/31/2023

INVOICE REGISTER REPORT FOR CITY OF THE VILLAGE OF DOUGLAS
 EXP CHECK RUN DATES 09/06/2023 - 09/06/2023
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt
2350				
46560	BILLS TREE SERVICE TREE REMOVAL 9 E CENTER 101-463.000-802.010 CONTRACTUAL FORESTRY	08/17/2023	09/06/2023	500.00 500.00
2351				
46561	BILLS TREE SERVICE TREE REMOVAL 345 WATER ST 101-463.000-802.010 CONTRACTUAL FORESTRY	08/17/2023	09/06/2023	500.00 500.00
8-17-23				
46558	BILLY RAY BAUER DOUGLAS PARK PROJECT EVENT - DONATION FUNDED 101-751.000-958.000 MISCELLANEOUS	08/17/2023	09/06/2023	0.00 500.00
8-6-23				
46598	BRONSON SEARCH WARRENT BLOOD DRAW 101-301.000-802.000 CONTRACTUAL	08/06/2023	09/06/2023	100.00 100.00
8-15-23				
46609	COMCAST POLICE OFFICE 101-301.000-851.000 TELEPHONE	08/15/2023	09/06/2023	402.35 402.35
202164963661				
46610	CONSUMERS ENERGY 201 WASHINGTON - POINT PLEASANT DOCKS 594-597.000-922.000 UTILITIES	08/23/2023	09/06/2023	47.13 47.13
204300765496				
46611	CONSUMERS ENERGY 25 MAIN ST BEERY FIELD BALL FIELD 101-751.000-922.000 UTILITIES	08/28/2023	09/06/2023	33.27 33.27
206614171304				
46612	CONSUMERS ENERGY PRIDE GARDEN 101-751.000-922.000 UTILITIES	08/21/2023	09/06/2023	37.59 37.59
207147230726				
46613	CONSUMERS ENERGY 250 WILEY SCHULTZ PARK RAMP 213-753.000-922.000 UTILITIES	08/18/2023	09/06/2023	41.90 41.90
202164963662				
46614	CONSUMERS ENERGY 177 WASHINGTON - POINT PLEASANT 594-597.000-922.000 UTILITIES	08/23/2023	09/06/2023	42.89 42.89
201897993290				
46615	CONSUMERS ENERGY 86 W CENTER 101-265.000-922.000 UTILITIES	08/28/2023	09/06/2023	210.46 210.46

201897993289					
46617	CONSUMERS ENERGY POLICE	08/28/2023	09/06/2023		235.88
	101-301.000-922.000 UTILITIES				235.88
204300765494					
46619	CONSUMERS ENERGY DPW	08/28/2023	09/06/2023		248.68
	101-265.000-922.000 UTILITIES				248.68
206969876653					
46623	CONSUMERS ENERGY 503 W CENTER - CENTER ST LIGHTS	08/28/2023	09/06/2023		276.77
	101-463.000-922.000 UTILITIES				276.77
204300765495					
46624	CONSUMERS ENERGY 37 WASHINGTON - BEERY FIELD RESTROOMS	08/28/2023	09/06/2023		524.46
	101-751.000-922.000 UTILITIES				524.46
08/30/2023					
46640	CORELOGIC CENTRALIZED REFUNDS 2023 Sum Tax Refund 59-040-018-00	08/30/2023	09/06/2023		4,293.26
	703-000.000-275.000 DUE TO TAX PAYERS				4,293.26
8-22-23					
46559	DAVE DYER DOUGLAS PARK PROJECT EVENT - DONATION FUNDED	08/22/2023	09/06/2023		500.00
	101-751.000-958.000 MISCELLANEOUS				500.00
112-5505719-9137865					
46585	TOM DOANE ASESSOR SUPPLIES	06/30/2023	09/06/2023		37.98
	101-257.000-740.000 SUPPLIES				37.98
8-28-23					
46586	TOM DOANE ASESSING CONFERENCE	08/28/2023	09/06/2023		140.94
	101-257.000-718.000 TRAINING FUNDS				140.94
10U326					
46587	TOM DOANE ASESSING CONF LODGING	08/16/2023	09/06/2023		238.64
	101-257.000-718.002 MISC TRAVEL EXPENSES-TRAINING				238.64
8-29-23					
46588	TOM DOANE ASESSOR PHONE ANNUAL	08/28/2023	09/06/2023		192.00
	101-257.000-851.000 TELEPHONE				192.00
8-17-23					
46557	DOBIE MAXWELL DOUGLAS PARK PROJECT EVENT - DONATION FUNDED	08/17/2023	09/06/2023		500.00
	101-751.000-958.000 MISCELLANEOUS				500.00
15796					
46608	DOUGLAS SHELL SERVICE CAR 4	08/18/2023	09/06/2023		103.95
	101-301.000-930.004 VEHICLE MAINTENANCE & REPAIRS				103.95
10-984133					
46628	ECONO SIGNS, LLC WATER STREET SIGNS & GENERAL REPLACEMENT	07/26/2023	09/06/2023		3,854.49
	202-463.000-979.000 CAPITAL OUTLAY				2,553.51

	202-463.000-746.000	TRAFFIC SIGNS & SERVICES			650.49
	203-463.000-746.000	TRAFFIC SIGNS & SERVICES			650.49

MIHOL459416					
46594	FASTENAL COMPANY		08/24/2023	09/06/2023	1,179.82
	PARK SUPPLIES				
	101-751.000-740.000	SUPPLIES			1,179.82

MIHOL459253					
46595	FASTENAL COMPANY		08/21/2023	09/06/2023	112.23
	BAND SAW BLADES				
	101-751.000-977.000	EQUIPMENT			112.23

231031					
46632	KERKSTRA RESTROOM SERVICE		08/30/2023	09/06/2023	105.00
	VETERANS MEMORIAL PARK				
	101-751.000-802.000	CONTRACTUAL			105.00

231032					
46633	KERKSTRA RESTROOM SERVICE		08/30/2023	09/06/2023	180.00
	WADES BAYOU				
	594-597.001-930.000	REPAIRS & MAINTENANCE: GENERAL			180.00

231029					
46634	KERKSTRA RESTROOM SERVICE		08/30/2023	09/06/2023	285.00
	THE BARREL				
	101-751.000-802.000	CONTRACTUAL			285.00

231030					
46635	KERKSTRA RESTROOM SERVICE		08/30/2023	09/06/2023	105.00
	UNION ST BOAT LAUNCH				
	101-751.000-802.000	CONTRACTUAL			105.00

231027					
46636	KERKSTRA RESTROOM SERVICE		08/30/2023	09/06/2023	285.00
	SCHULTZ PARK				
	101-751.000-802.000	CONTRACTUAL			285.00

231025					
46637	KERKSTRA RESTROOM SERVICE		08/30/2023	09/06/2023	105.00
	DOG PARK				
	101-751.000-802.000	CONTRACTUAL			105.00

231026					
46638	KERKSTRA RESTROOM SERVICE		08/30/2023	09/06/2023	180.00
	DOUGLAS MARINA				
	594-597.000-802.000	CONTRACTUAL			180.00

231028					
46639	KERKSTRA RESTROOM SERVICE		08/30/2023	09/06/2023	105.00
	SCHULTZ PARK BOAT LAUNCH				
	101-751.000-802.000	CONTRACTUAL			105.00

BYR-16067					
46593	KUBOTA OF WEST MICHIGAN		08/23/2023	09/06/2023	525.00
	EQUIPMENT RENTAL				
	101-463.000-802.000	CONTRACTUAL			525.00

08/30/2023					
46641	LERETA, LLC		08/30/2023	09/06/2023	10,672.12
	2023 Sum Tax Refund 59-670-016-00				
	703-000.000-275.000	DUE TO TAX PAYERS			10,672.12

08/30/2023					
46642	LERETA, LLC		08/30/2023	09/06/2023	4,471.60

2023 Sum Tax Refund 59-800-046-00				
703-000.000-275.000		DUE TO TAX PAYERS		4,471.60
58524				
46589	MENARDS - SOUTH HAVEN	08/25/2023	09/06/2023	14.61
	IRRIGATION REPAIRS			
	101-751.000-930.000	REPAIRS & MAINTENANCE: GENERAL		14.61
14455				
46592	MENARDS-HOLLAND	08/17/2023	09/06/2023	91.85
	FLAGPOLE REPAIR BS BRIDGE			
	202-463.000-930.000	REPAIRS & MAINTENANCE: GENERAL		80.93
	101-265.000-740.000	SUPPLIES		10.92
4700921522				
46618	MICHIGAN GAS UTILITIES	08/22/2023	09/06/2023	48.56
	86 CENTER			
	101-265.000-922.000	UTILITIES		48.56
4706214307				
46620	MICHIGAN GAS UTILITIES	08/20/2023	09/06/2023	37.00
	486 WATER			
	101-265.000-922.000	UTILITIES		37.00
4702587515				
46621	MICHIGAN GAS UTILITIES	08/22/2023	09/06/2023	40.81
	47 CENTER			
	101-301.000-922.000	UTILITIES		40.81
4701997036				
46622	MICHIGAN GAS UTILITIES	08/22/2023	09/06/2023	13.74
	201 WASHINGTON ST POINT PLEASANT			
	594-597.000-922.000	UTILITIES		13.74
INV81223				
46572	MUNICIPAL SUPPLY CO.	08/17/2023	09/06/2023	773.50
	WATER STREET IMPROVED SIGNS			
	202-463.000-979.000	CAPITAL OUTLAY		570.00
	202-463.000-740.000	SUPPLIES		67.50
	203-463.000-740.000	SUPPLIES		67.50
	101-751.000-977.000	EQUIPMENT		40.00
	101-751.000-740.000	SUPPLIES		28.50
27466				
46567	NEW DAWN LINEN SERVICE	08/21/2023	09/06/2023	42.78
	COMMERICAL CLEANING			
	101-265.000-802.000	COMMERCIAL CLEANING		15.01
	101-301.000-802.000	COMMERCIAL CLEANING		27.77
70450				
46601	NICK UNEMA PLUMBING & HEATING INC	08/25/2023	09/06/2023	1,950.00
	LEAD SERVICE REPLACEMENT 200 W CENTER			
	450-536.000-974.000	CONSTRUCTION		1,950.00
854859				
46607	NYE UNIFORM COMPANY	06/12/2023	09/06/2023	13.00
	UNIFORM REIMBURSEMENT TONY BROWN			
	101-301.000-750.000	UNIFORMS		13.00
323895493001				
46571	ODP BUSINESS SOLUTIONS	08/07/2023	09/06/2023	12.59
	OFFICE SUPPLIES			
	101-215.000-740.000	SUPPLIES		12.59

2308-693470					
46590	OVERISEL LUMBER CO.	08/22/2023	09/06/2023		2.98
	FLAGPOLE REPAIRS BS BRIDGE				
	202-463.000-930.000			REPAIRS & MAINTENANCE: GENERAL	2.98
2308-693012					
46591	OVERISEL LUMBER CO.	08/21/2023	09/06/2023		2.38
	FLAGPOLE REPAIRS BS BRIDGE				
	202-463.000-930.000			REPAIRS & MAINTENANCE: GENERAL	2.38
2308-694029					
46596	OVERISEL LUMBER CO.	08/23/2023	09/06/2023		11.38
	TOOLS FOR IRRIGATION REPAIRS				
	101-751.000-977.000			EQUIPMENT	11.38
2308-694116					
46597	OVERISEL LUMBER CO.	08/23/2023	09/06/2023		498.99
	VACCUM				
	101-751.000-977.000			EQUIPMENT	498.99
2308-692485					
46603	OVERISEL LUMBER CO.	08/24/2023	09/06/2023		3.99
	MOVING AIR COMPRESSOR				
	101-265.000-930.000			REPAIRS & MAINTENANCE: GENERAL	3.99
2308-692691					
46604	OVERISEL LUMBER CO.	08/24/2023	09/06/2023		40.71
	MOVE AIR COMPRESSOR				
	101-265.000-930.000			REPAIRS & MAINTENANCE: GENERAL	40.71
2308-693-226					
46605	OVERISEL LUMBER CO.	08/24/2023	09/06/2023		22.99
	HAND TOOLS				
	101-751.000-977.000			EQUIPMENT	22.99
2306-677296					
46606	OVERISEL LUMBER CO.	08/24/2023	09/06/2023		5.67
	KEY				
	101-265.000-740.000			SUPPLIES	5.67
2308-695782					
46629	OVERISEL LUMBER CO.	08/29/2023	09/06/2023		45.98
	WASH EQUIPMENT				
	660-903.000-930.004			VEHICLE MAINTENANCE & REPAIRS	45.98
8-17-23					
46573	JENNIFER PEARSON	08/17/2023	09/06/2023		306.75
	MILEAGE AND MEALS				
	101-802.000-958.000			MISCELLANEOUS	73.10
	101-172.000-718.002			MISC TRAVEL EXPENSES-TRAINING	58.41
	101-463.000-718.002			MISC TRAVEL EXPENSES-TRAINING	58.41
	101-701.000-718.002			MISC TRAVEL EXPENSES-TRAINING	116.83
10893675					
46574	PLUNKETT COONEY	08/22/2023	09/06/2023		3,015.00
	LEGAL SERVICES SPECIALTY				
	101-701.000-801.000			CONTRACTUAL ATTORNEY	2,947.50
	101-266.000-801.000			CONTRACTUAL ATTORNEY	67.50
10893674					
46575	PLUNKETT COONEY	08/22/2023	09/06/2023		3,987.50
	LEGAL SERVICES GENERAL				
	101-701.000-801.000			CONTRACTUAL ATTORNEY	892.50

	101-266.000-801.000	CONTRACTUAL ATTORNEY			3,095.00
23-621					
46602	SAUGATUCK TWP FIRE DISTRICT		08/24/2023	09/06/2023	125.00
	RENTAL HOME INSPECTIONS				
	101-701.000-802.000	CONTRACTUAL			125.00
20041329					
46599	SCHNEIDER TIRE OUTLET		08/23/2023	09/06/2023	668.00
	TIRES				
	101-301.000-930.004	VEHICLE MAINTENANCE & REPAIRS			668.00
531299					
46631	NEAL SEABERT		08/29/2023	09/06/2023	201.40
	FLOWERS				
	101-802.000-958.000	MISCELLANEOUS			201.40
66839-00					
46630	TERMINAL SUPPLY CO		08/29/2023	09/06/2023	131.19
	RELEASABLE CABLE TIE				
	101-751.000-740.000	SUPPLIES			131.19
9942855996					
46616	VERIZON WIRELESS		08/24/2023	09/06/2023	134.80
	DPW IPADS				
	101-463.000-851.000	TELEPHONE			134.80
	Purchase Card Vendor: 10071 CARDMEMBER SERVICE				
114-2609770-9488224					
46494	AMAZON MARKETPLACE		08/09/2023	09/06/2023	47.83
	DPW SUPPLIES				
	101-463.000-740.000	SUPPLIES			47.83
114-1215813-3841864					
46565	AMAZON MARKETPLACE		08/24/2023	09/06/2023	45.98
	TREE WATERING BAGS				
	101-265.000-740.000	SUPPLIES			45.98
114-5737455-8834638					
46566	AMAZON MARKETPLACE		08/22/2023	09/06/2023	38.79
	CITY HALL SUPPLIES				
	101-265.000-740.000	SUPPLIES			38.79
114-7251663-2637008					
46569	AMAZON MARKETPLACE		08/18/2023	09/06/2023	14.97
	CITY HALL SUPPLIES				
	101-265.000-740.000	SUPPLIES			14.97
114-6528773-9918609					
46570	AMAZON MARKETPLACE		08/18/2023	09/06/2023	26.36
	CITY HALL SUPPLIES				
	101-265.000-740.000	SUPPLIES			26.36
113-7795556-0814624					
46584	AMAZON MARKETPLACE		08/28/2023	09/06/2023	185.88
	BEACH GATE HINGES				
	101-751.000-930.000	REPAIRS & MAINTENANCE: GENERAL			185.88
8-16-23					
46568	COMFORT INN		08/16/2023	09/06/2023	218.40
	TRAINING LODGING				
	101-172.000-718.002	MISC TRAVEL EXPENSES-TRAINING			54.60
	101-463.000-718.002	MISC TRAVEL EXPENSES-TRAINING			54.60
	101-701.000-718.002	MISC TRAVEL EXPENSES-TRAINING			109.20

15817					
46600	DOUGLAS SHELL	08/28/2023	09/06/2023		274.00
	SERVICE CAR 4				
	101-301.000-930.004	VEHICLE MAINTENANCE & REPAIRS			274.00

8-23-23					
46562	DUNES VIEW KWIK SHOP, INC	08/23/2023	09/06/2023		9.00
	CAR WASH				
	101-301.000-930.004	VEHICLE MAINTENANCE & REPAIRS			9.00

8-30-23					
46627	IVY HOUSE	08/28/2023	09/06/2023		1,922.40
	PARK PROJECT EVENT - DONATION FUNDED				
	101-000.000-674.000	DONATIONS			1,922.40

8-23-23					
46563	SAMS CLUB	08/23/2023	09/06/2023		121.26
	SCHOOL OPEN HOUSE SUPPLIES				
	101-301.000-740.000	SUPPLIES			121.26

8-16-23					
46625	US POSTAL SERVICE	08/16/2023	09/06/2023		8.56
	MAILINGS				
	101-701.000-901.000	POSTAGE			8.56

VP_TTTOHZSX					
46540	VISTAPRINT	08/15/2023	09/06/2023		30.72
	ASSESSOR BIZ CARDS				
	101-257.000-740.000	SUPPLIES			30.72

8-23-23					
46564	WALMART	08/23/2023	09/06/2023		14.82
	SCHOOL OPEN HOUSE SUPPLIES				
	101-301.000-740.000	SUPPLIES			14.82

INV216114948					
46576	ZOOM VIDEO COMMUNICATIONS, INC	08/24/2023	09/06/2023		29.98
	ZOOM				
	101-101.000-958.000	MISCELLANEOUS			29.98

Total Purchase Card Vendor: 10071 CARDMEMBER SERVICE					2,988.95
# of Invoices: 80 # Due: 77 Totals:					46,605.51
# of Credit Memos: 0 # Due: 0 Totals:					0.00
Net of Invoices and Credit Memos:					46,605.51

--- TOTALS BY FUND ---

101 - GENERAL FUND	20,021.11
202 - MAJOR STREET FUND	3,927.79
203 - LOCAL STREETS FUND	717.99
213 - SCHULTZ PARK LAUNCH RAMP	41.90
450 - WATER SEWER FUND	1,950.00
594 - DOUGLAS MARINA	463.76
660 - EQUIPMENT RENTAL FUND	45.98
703 - CURRENT TAX FUND	19,436.98

--- TOTALS BY DEPT/ACTIVITY ---

000.000 -	21,359.38
101.000 - LEGISLATIVE	29.98
172.000 - MANAGER	113.01
215.000 - CLERK/TREASURER	12.59
257.000 - ASSESSING	640.28
265.000 - BUILDING & GROUNDS	747.10
266.000 - ATTORNEY	3,162.50
301.000 - POLICE	2,010.84
463.000 - GENERAL STREETS & ROW	6,743.19
536.000 - WATER SYSTEM	1,950.00
597.000 - POINT PLEASANT	283.76
597.001 - WADES BAYOU	180.00
701.000 - PLANNING & ZONING	4,199.59
751.000 - PARKS & RECREATION	4,810.91
753.000 - LAUNCH RAMPS	41.90
802.000 - COMMUNITY PROMOTIONS	274.50
903.000 - EQUIP. REPAIRS & MAINTENANCE	45.98

August 10, 2023

Mayor Jerome Donovan

City of the Village of Douglas

86 W Center St.

Douglas, MI 49406

Dear Mayor Donovan:

Please accept my resignation from the City of the Village of Douglas Planning Commission, effectively immediately.

By way of background, I was appointed to the Planning Commission in October, 2022 to fill the vacancy of a member who had stepped down. In January, 2023, I was appointed to the City Council to fill the vacancy of a member who had resigned.

Unbeknown to me at that time, there is a limit on the number members of the Council that may also serve on Planning. As you know, and as I now know, that limit is "no more than two thirds..." As there are currently seven members of City Council and there are currently three Council members also on Planning, that limit has been exceeded.

And, as the most recent appointee to Planning, it is logical that I be the one to resign.

I have enjoyed my time on Planning, however brief, and while it is a lot of work it is also very interesting and valuable. Should things change and there is an opportunity to return to Planning as some future date, I would be inclined to do so, if there are no conflicts such as the one, we now deal with.

It has been a pleasure to serve and I look forward to continuing to serve on Council and on other committees/authorities in our community.

Sincerely,



Greg Freeman

cc: P. Buszka, Chairman, Planning Commission

L. Kasper, Interim City Clerk

From: [Rich LaBombard](#)
To: [Laura Kasper](#)
Subject: Fwd: Resignation
Date: Tuesday, August 22, 2023 6:29:03 AM

Sent from my iPhone

Begin forwarded message:

From: Tim Ketelhut <tketelhut@gmail.com>
Date: August 21, 2023 at 7:57:53 PM EDT
To: Rich LaBombard <rlabombard@douglasmi.gov>
Cc: Jennifer Pearson <Douglas@douglasmi.gov>
Subject: Resignation

Hi Rich,
Effective immediately I am resigning from the DDA. I have enjoyed my time on the DDA serving my community but due to the recent AED decision, I no longer want to be associated with Douglas and what I identify as a severe lack of due diligence after my several attempts to provide a resource to the city and the council. While I respect the decision of the city, due to the nature of my career I can't, in good faith, continue to support a municipality that has made a decision that is not in the best interest of the citizens. Good luck on your future endeavors and thank you for all the assistance.

Best Regards,
Tim Ketelhut



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

TO: City Council

FROM: Steven M. Kent, Chief of Police and Ricky Zoet, Director of Public Works

SUBJECT: Temporary Traffic Control Order - Resolution 27-2023

Per City Council's request, the Douglas Police Department and Department of Public Works (DPW) have been working with the City Engineer to develop a layout and budget for a temporary installation of all-way stop signs at the intersection of Blue Star Highway and Wiley Road. The on-going Michigan Department of Transportation (MDOT) I-196 overpass bridge work at Bluestar Highway exit 41 has increased traffic volumes, wait times, and safety for motorists negotiating the intersection. Bridge work at exit 36 is anticipated to continue to cause traffic issues at the intersection.

In the current configuration, east and west bound traffic on Wiley Road is required to stop at Bluestar Highway. North and south bound Bluestar Highway traffic is not required to stop. The City Engineer has designed the attached proposed temporary all-way stop for the intersection (see attached P&N job #2220100) per the requirements of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD). A temporary all-way stop is proposal for the intersection of Bluestar Highway and Wiley Road and all legs of the intersection will be required to stop. It is worth noting that per, the City Engineer, the traffic study completed in 2021 does not warrant making the all-way stop permanent.

Give'Em A Break, a regional traffic control contractor, has developed the following cost proposals for the installation and rental of the temporary signage, rumble strips, and stop bars. The Department of Public Works will temporarily cover the existing flashing traffic light above the intersection.

Advanced Message and Temporary Signage - Option 1: Reconfigure the intersection including installation and removal of MDOT devices and pavement marking as provided in P&N Job Sheet #2220100. Including two portable and changeable message boards based on a 90-day rental or less.

Cost: \$22,224.00

Temporary Signage - Option 2: Reconfigure the intersection including installation and removal of MDOT devices and pavement marking as provided in P&N Job Sheet #2220100. No portable and changeable message boards.

Cost: \$15,724.00

Funds for this activity are not currently budgeted. A budget amendment to the Bluestar Corridor Fund - Capital Outlay account (403-463-979) could pay for the selected option. The Bluestar Corridor Fund was created to make improvements to the corridor.

Sample Motion: I motion to approve Resolution 27-2023 and amend the Blue Star Corridor Capital Outlay account to fund the selected option for a temporary all-way stop at the intersection of Blue Star Highway and Wiley Road.

August 9, 2023

Additional Information

At the Monday, August 7, 2023 Council Meeting this item of new business was tabled by council requesting additional information regarding pricing and timeframe of work to be completed.

In speaking with Give 'Em a Brake, a breakdown was requested for 30, 60, and 90 days for the temporary all way stop. 60 days is a savings of \$176.00 from original pricing and 30 days is a savings of \$352.00 from original pricing.

I have been advised that Give 'Em a Brake and PK Contracting can be on site Tuesday, August 15, 2023 to install the necessary equipment for the all way stop at Bluestar and Wiley Road.

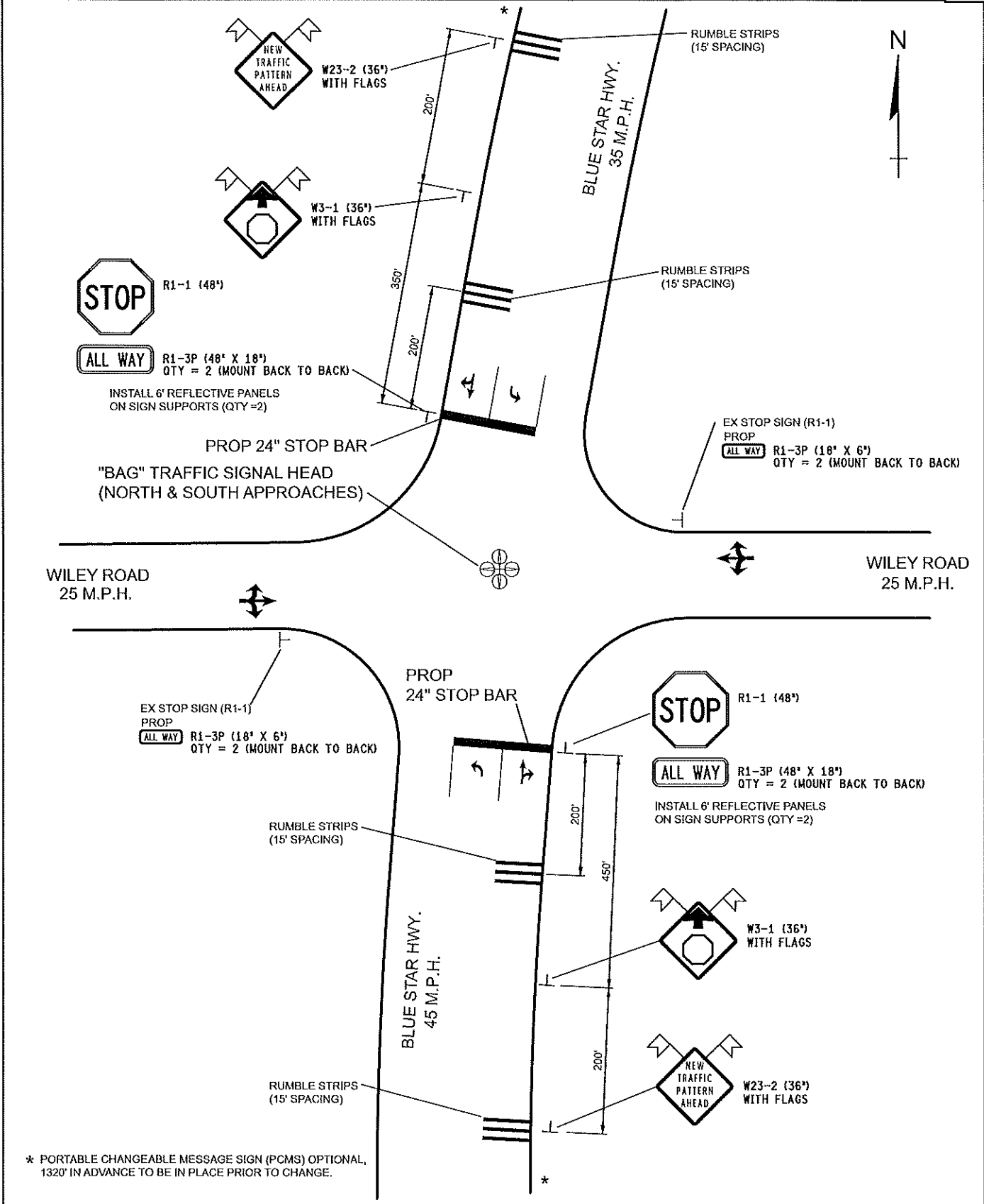
As previously stated, funds for this activity are not currently budgeted. A budget amendment to the Bluestar Corridor Fund- Capital Outlay account (403-463-979) could pay for the selected option. The Bluestar Corridor Fund was created to make improvements to the corridor.

August 31, 2023

Additional Information

At the Thursday, August 10, 2023 Council Meeting, this item of unfinished business was tabled by council. With the completion of work on Exit-41 , and the quick turn-around time for equipment rental set up, Council decided to table the item to the first September meeting and see what effect that has on traffic.

As previously stated, funds for the temporary traffic control activity are not currently budgeted. A budget amendment to the Bluestar Corridor Fund- Capital Outlay account (403-463-979) could pay for the selected option. The Bluestar Corridor Fund was created to make improvements to the corridor.



Prein & Newhof
 Engineers • Surveyors • Environmental • Laboratory

DATE: 7/11/2023
 DESIGN: TEZAK
 P&N JOB: 2220100
 SCALE: NONE

CITY OF DOUGLAS
 BLUE STAR HWY &
 WILEY ROAD INTERSECTION

TEMPORARY ALL WAY
 STOP LOCATION



QUOTATION

To: Scott Tezak

From: Marc Van Til

Fax:

Fax: 616-531-8703

Phone: 231-468-3456

Phone: 616-531-8705

Date: 07/21/23

Pages: 1

Subject: Prein & Newhof, - Blue Star Hwy & Wiley, Douglas - MOT

Scott,

Per your request, quote to re-configure intersection of Blue Star & Wiley is as follows:

- **Reconfigure intersection per plan sheet - \$15,724.00 LS**
Price includes installation and removal of MOT devices & Pavement Marking as per plan sheet provided for job#2220100. Price is based on completion and removal of re-configuration by Oct. 31, 2023 or sooner.
- **Portable Changeable Message Sign (Optional) - \$3,250.00 Ea**
Price includes delivery and removal, and is based on a rental term of 90 days or less.

Please consider quote not hesitating to call if you have questions.

Thank you again for the opportunity.

Best Regards,

Marc Van Til

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

RESOLUTION NO. 27-2023

A RESOLUTION TO ADOPT A TEMPORARY TRAFFIC CONTROL ORDER AT BLUE STAR HIGHWAY AND WILEY ROAD FOR THE CITY OF THE VILLAGE OF DOUGLAS

At a special meeting of the City Council for the City of the Village of Douglas, Michigan, held at the City of the Village of Douglas City Hall, Douglas, Michigan, on the 10th day of AUGUST, 2023, at 4:00 p.m. with

PRESENT:

ABSENT:

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

RESOLUTION

WHEREAS, the on-going Michigan Department of Transportation (MDOT) I-196 overpass bridge work at Bluestar Highway exit 41 has increased traffic volumes, wait times, and safety for motorists negotiating the intersection, and

WHEREAS, bridge work at exit 36 is anticipated to continue to cause traffic issues at the intersection, and

WHEREAS, per City Council's request, the Douglas Police Department and Department of Public Works (DPW) have been working with the City Engineer to develop a layout and budget for a temporary installation of all-way stop signs at the intersection of Blue Star Highway and Wiley Road, and

WHEREAS, the City Engineer designed and proposed temporary all-way stop for the intersection per the requirements of the Michigan Manual of Uniform Traffic Control Devices, and

WHEREAS, noting that per the City Engineer, the traffic study completed in 2021 does not warrant making the all-way stop permanent, and

WHEREAS, the regional traffic control contractor, developed cost proposals for the installation and rental of the temporary signage, rumble strips, and stop bars, and

WHEREAS, funds are not currently budgeted for the project, but an amendment to the Bluestar Corridor Fund - Capital Outlay account (403-463-979) could pay for the selected option noting that the Bluestar Corridor Fund was created to make improvements to the corridor, and

WHEREAS, the cost and timeline being contributing factors, an option of closure to Ferry Street to alleviate traffic was researched.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS: The City Council does hereby adopt Resolution 27-2023; to implement a solution of temporary traffic control order for the Blue Star Highway and Wiley Road intersection in the City of the Village of Douglas.

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

ADOPTED this 10th day of August, 2023

CITY OF THE VILLAGE OF DOUGLAS

BY: _____ Date:
Jerome Donovan, Mayor

BY: _____ Date:
Laura Kasper, Interim City Clerk

CERTIFICATION

I, Laura Kasper, the duly appointed Interim 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 special meeting held on Monday, August 10, 2023 in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

CITY OF THE VILLAGE OF DOUGLAS

BY: _____
Laura Kasper, Interim City Clerk

CITY OF THE VILLAGE OF DOUGLAS
TEMPORARY TRAFFIC CONTROL ORDER

Order No. _____

Effective Date _____

When official traffic control devices conforming to the mandate of this order shall have been installed.

Ending Date _____

When all temporary official traffic control devices in this mandate shall be removed.

In accordance with the Uniform Traffic Code, as adopted by the City of the Village of Douglas, I HEREBY DIRECT: Temporary traffic control devices be placed indicating All-Way Stopping for Bluestar Highway Northbound and Southbound for vehicular travel at the intersection of Bluestar Highway and Wiley Road. This action is in conjunction with the established and existing Westbound and Eastbound Wiley Road Stop Signs. The Traffic Control Devices shall be placed in accordance with the guidelines of the MMUTCD, the Uniform Traffic Code, and as engineered and designed by the City of the Village of Douglas Engineering Firm Prein & Newhof in P&N Job #2220100.

Steven M. Kent, Chief of Police

Dated: _____

I, the undersigned duly qualified City Clerk of the City of the Village of Douglas, Allegan County, Michigan do hereby certify that the City Council of the City of the Village of Douglas, Michigan duly adopted the foregoing Permanent Traffic Control Order, on _____. IN WITNESS WHEREOF, I hereunto affix my official signature this _____ day of _____, 2023.

Laura Kasper,
Interim City Clerk

Date filed: _____
Council Action No.: _____
Traffic Control Order Book: _____
Police Department file: _____
Sign Department Installation: _____



MEMORANDUM
REGULAR CITY COUNCIL MEETING
September 6, 2023 at 7:00 PM

TO: City Council

FROM: Laura Kasper, Interim City Clerk

SUBJECT: Special Event Permit – Mount Baldhead Challenge

The Rotary Club of Saugatuck-Douglas has submitted an application for a special event permit for the annual Mount Baldhead Challenge to be held on Saturday, September 9th. The race is starting and ending in Saugatuck with only water stations being set up in Douglas. In kind services would be for trash set up and an extra officer on duty.

Sample Motion: I recommend City Council approve the special event permit application from the Rotary Club of Saugatuck-Douglas and provide in kind support for the Mount Baldhead Challenge on September 9, 2023.





TWO NEW COURSES

MOUNT BALDHEAD CHALLENGE™

THE ULTIMATE MULTI-TERRAIN RACE

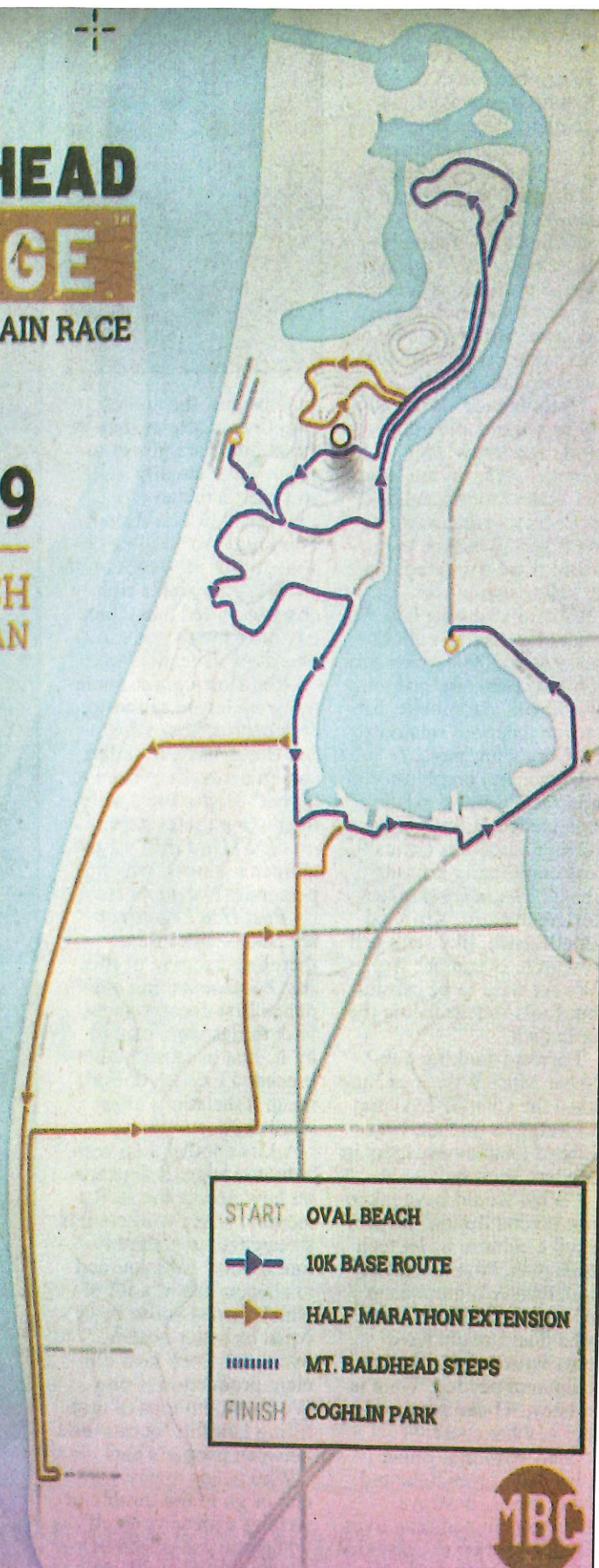
SATURDAY SEPTEMBER 9

9 AM • OVAL BEACH
SAUGATUCK, MICHIGAN

-  3 miles of trails (10K)
-  5 miles of trails (1/2M)
-  50% water views
-  302 steps up Mt. Baldhead

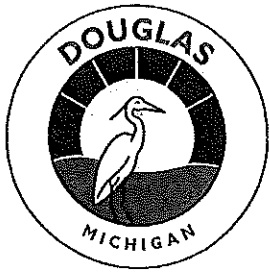
Sign up at
mtbaldheadchallenge.com

All race proceeds benefit the Boys
& Girls Club at Saugatuck Douglas



START	OVAL BEACH
	10K BASE ROUTE
	HALF MARATHON EXTENSION
	MT. BALDHEAD STEPS
FINISH	COGLHIN PARK

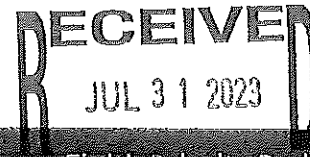




CITY OF THE VILLAGE OF DOUGLAS
 86 West Center Street, P.O. Box 757
 Douglas, MI 49406
 (269) 857-1438 phone / (269) 857-4751 fax
www.douglasmi.gov info@douglasmi.gov
 Payable Online At: tinyurl.com/PayItOnline

Item 8A.

Date received: _____
 Payment received: _____



APPLICATION FOR PARK RESERVATION: Wades Bayou, Beery Field, Schultz Park

The City of Douglas offers two types of permits for events within the City. 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 Reservations require only City administration approval, and a \$50 fee. 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. **Special Event applications must be filled out in its entirety & returned in the City Clerk's Office a minimum of 60 days prior to scheduled event.** A \$50.00 Non-refundable Special Event fee must accompany this form.

Applicant/Organization: Rotary Club of Saugatuck-Douglas

Contact Person(s): Helen Baldwin

Street Address/P.O. Box: P.O. Box 211

City/State/Zip Code: Douglas, MI 49406

Telephone: _____ E-mail: _____

Reservation Location: Oval Beach & Coghlin Park, Saugatuck

Reservation Date(s): Sept. 9, 2023 Anticipated Number of Attendees: 500

Reservation Start & End Hours (including time for set-up and clean-up): 9am-1pm

Description of Reservation: event held in Saugatuck, requesting permission from Douglas to run through some areas (see attached course map) vast majority of runners are 10k route with limited Douglas stretch

Will tents/canopies be installed? no Qty 0 If yes, please notify the Director of the Douglas Department of Public Works at 269-857-2763 to discuss placement locations of such tents/canopies to avoid underground irrigation and utilities. A Requirements for Tent Structures form is also required from the Saugatuck Township Fire Department. Please call the STFD at 269-857-3000 with questions.

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)

The Applicant/Organization understand and agrees to the following:

1. Comply with all local and applicable State Laws and City policies.
2. 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.
3. 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.
4. Prohibit its organization and guests from engaging in profane or inappropriate language or actions.
5. Abide by City of Douglas Ordinance Chapter 95.01 regarding Noise Nuisances.
6. 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 *see attached Cert. of Insurance*

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

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

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

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

As the Applicant or duly authorized agent of the Organization, I hereby apply for approval of this park reservation 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: Helen Baldwin Date: July 31, 2023

Signature of Applicant:  Date: July 31, 2023

(TO BE COMPLETED BY THE CITY)

Received on: _____ By: _____

Approval: _____ Yes _____ No

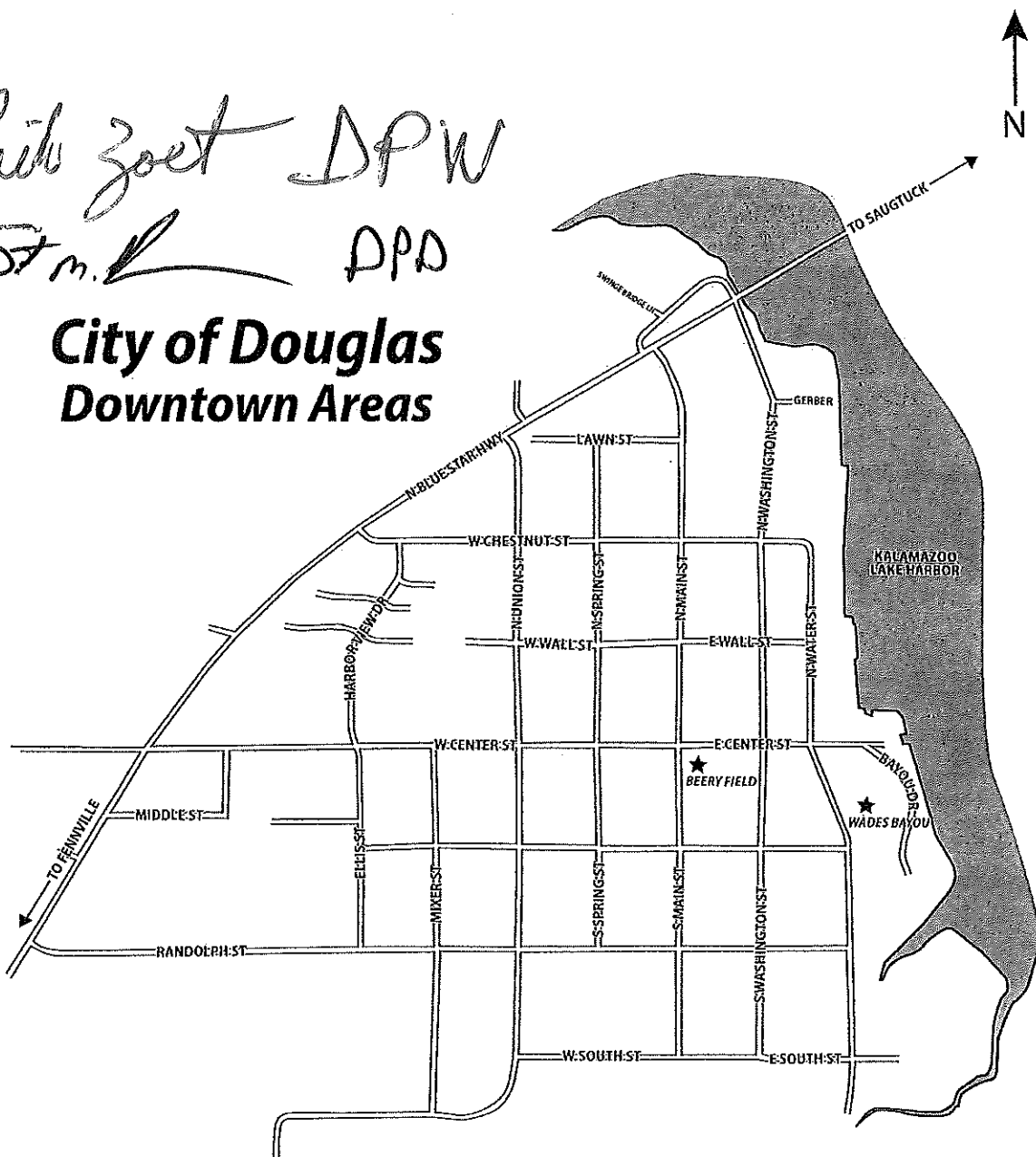
Any Conditions: _____

Notification to: (initial & date)

DPW _____ Police _____ Fire _____ Other _____

Rich Zoet DPW
St. m. l. APD

City of Douglas Downtown Areas



MOUNT BALDHEAD

CHALLENGE

AID STATION LOCATIONS

MBC 2023 - MARSHAL LOCATIONS

Scan the QR code or visit the link to sign up for volunteer opportunities



<https://runsignup.com/Race/MI/Saugatuck/MtBaldheadChallenge>

Legend

A - Course Marshals

WS - Water Stations

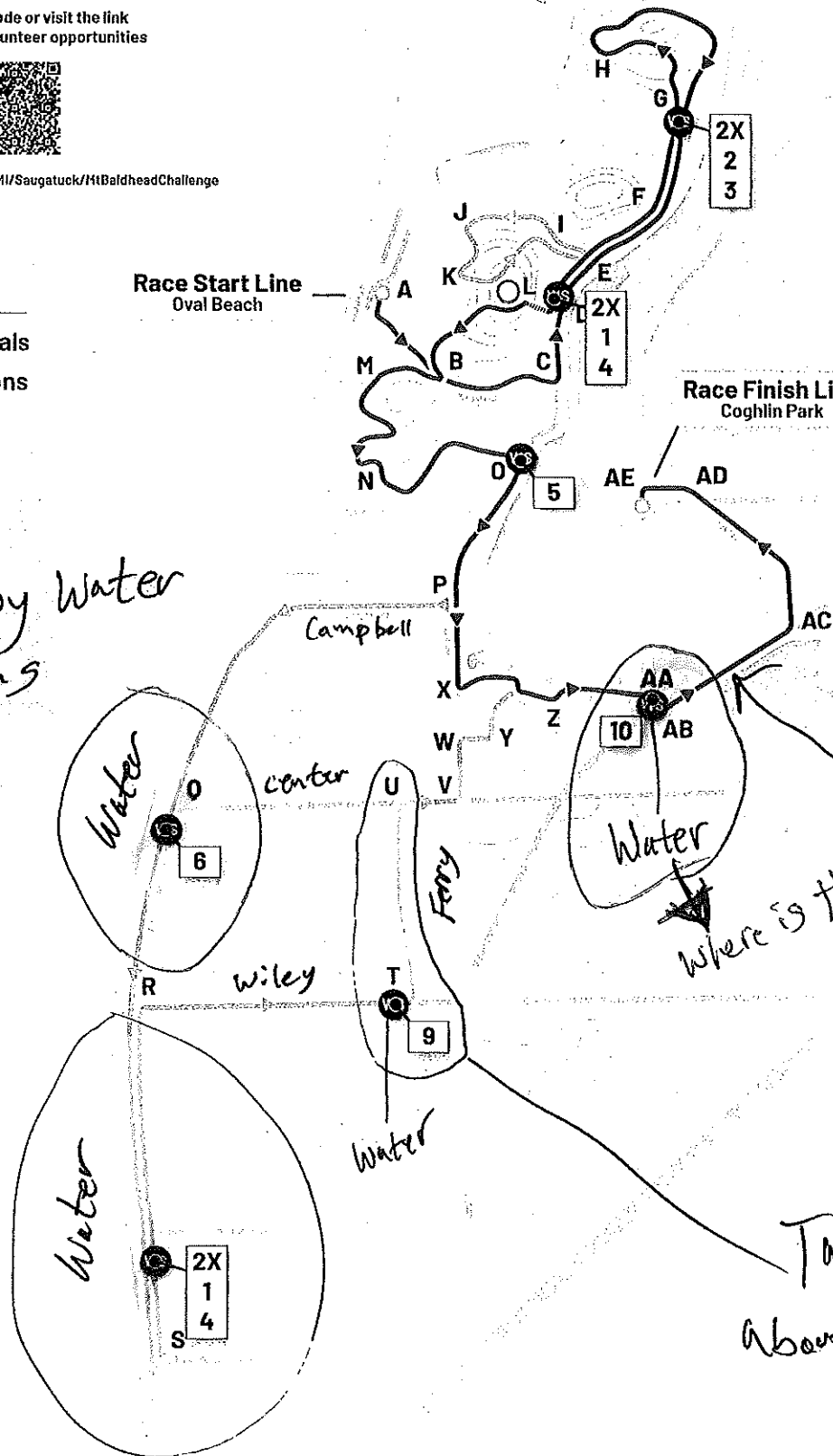
3 Water
30

3 Garbage

Race Start Line
Oval Beach

Race Finish Line
Coghlin Park

Trash by Water
Bathrooms





MEMORANDUM
REGULAR CITY COUNCIL MEETING
September 6, 2023, at 7:00 PM

TO: City Council

FROM: Laura Kasper, Interim Clerk

SUBJECT: City Manager Employment Agreement

The City of Douglas has offered the City Manager position to Lisa Nocerini, subject to the provisions and negotiations of the City Manager Employment agreement. Lisa has accepted the position and the agreement as presented.

Sample Motion: I recommend City Council accept the proposed City Manager Employment Agreement for the new City Manager, Lisa Nocerini.

THE CITY OF THE VILLAGE OF DOUGLAS

**CITY MANAGER
EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made and entered into this 22nd day of August, 2023, by and between the City of the Village of Douglas, State of Michigan, a municipal corporation, hereinafter called "Employer," as party of the first part, and Lisa Nocerini, hereinafter called "Employee," as of the second part, both of whom understand as follows:

RECITALS

WHEREAS, Employer desires to employ Employee to serve as City Manager of the City of the Village of Douglas and the Employee desires to accept that employment, and

WHEREAS, the parties intend by this Agreement to set forth their entire understanding regarding the employment of the Employee as City Manager.

NOW, THEREFORE, in consideration of the promises and agreements hereinafter set forth, the parties agree as follows:

SECTION 1: Employment and Duties

The Employee shall faithfully and timely perform all duties of the City Manager as set forth in the City's Charter, its Ordinances, and Statutes of the State of Michigan and such other duties and functions as may be assigned to her by the Mayor and City Council from time to time.

The Employee shall work exclusively for the Employer and shall diligently utilize her best efforts in the performance of the services hereunder. He shall devote her entire business time, attention, and energies to the performance of the services hereunder and shall not, without the prior written consent of the Employer, actively engage in any income or profit generating activities.

SECTION 2: Term

The Employee serves at the pleasure of the Mayor and City Council. Nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the Mayor and City Council to terminate the employment of the Employee at any time subject only to the provisions set forth herein. Employee at all times is an at-will employee whose employment may be terminated by either Employee or the Mayor and City Council with or without cause and with or without notice subject only to the provisions of Section 19 of this Agreement.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from her position as City Manager, subject only to the provisions set forth herein.

SECTION 3: Salary

The Employer agrees to pay Employee for her services rendered pursuant hereto an annual base salary of One-Hundred Thousand Dollars (\$100,000.00) in the same manner as other full time, exempt management employees are paid. All employment related fringe benefits may be modified, altered or discontinued in the discretion of the City Council consistent with the benefits available to all exempt management employees of the City.

SECTION 4: Mileage Reimbursement

The Employer agrees to pay the Employee the standard mileage reimbursement rate per the Internal Revenue Service mileage reimbursement guidelines. The Employee shall be reimbursed for the round-trip distance between the Employee's work site, City Hall, to the location of the business function being attended. Mileage from the Employee's home to City Hall shall not be reimbursable.

SECTION 5: Vacation

The Employee shall be entitled to four (4) weeks annual vacation leave under this Agreement. The Employee shall be entitled to carryover from one year to the next a maximum of two (2) weeks of vacation leave.

SECTION 6: Holidays and Sick Time

The Employer agrees to provide holiday and sick time benefit programs equal to that which is provided all full time, exempt management employees of the Employer.

SECTION 7: Medical, Dental and Optical Benefits

The Employer agrees to provide for Employee and her legal dependents insurance policies for comprehensive medical insurance, dental insurance, and an optical benefit. Employee shall receive the standard comprehensive medical, dental and optical benefits received by other full time, exempt management employees of the Employer. The coverage, insurance providers, premiums and employee contribution rates may change from time to time as determined by the City Council.

SECTION 8: Life and Accidental Death and Dismemberment Insurance

The Employer agrees to provide Employee with term life insurance and accidental death and dismemberment policies in amounts received by other full time, exempt management employees of the Employer, with the beneficiary named by Employee.

SECTION 9: Disability Insurance

The Employer agrees to provide Employee with disability insurance. Employee shall receive the standard disability benefits received by other full time, exempt management employees of the Employer.

SECTION 10: Deferred Compensation

The Employer agrees to establish for the Employee's participation in a 457 Deferred Compensation Plan, and in addition to the base salary paid by the Employer to the Employee, the Employer agrees to pay an amount equal to the Employee's personal contribution to said Plan, but not to exceed an amount equal to twenty percent (20%) of the Employee's base salary, in equal proportionate amounts each pay period, and to transfer ownership to succeeding Employers upon resignation or termination.

SECTION 11: Retirement Benefits

The Employer agrees to execute all necessary Agreements to provide for participation by the Employee in the Defined Contribution Option (Section 19A, Benefit Program DC) of the Municipal Employees' Retirement System (MERS) of Michigan. Employee shall be immediately vested 100% in Employer contributions. The Employer shall contribute on behalf of Employee 12% of Employee earnings. Employee shall be required to contribute zero percent (0%) of earnings. Any such benefits shall be subject to the terms and conditions of the applicable plan and policies. The Employer and Employee shall participate in the Federal Social Security program.

SECTION 12: Professional Development

The Employer agrees to pay for the reasonable professional dues and subscription costs of the Employee for her participation in national, state and regional associations and organizations necessary for her continued professional development and the benefit of the Employer.

The Employer further agrees to pay the travel, registration and subsistence expenses of the Employee for her attendance at meetings, seminars or conferences approved in advance by the City Council which are deemed to be necessary to continue Employee's professional development and for the benefit of the City, subject to Employer's reimbursement policy.

SECTION 13: Business Expenses

The Employer shall reimburse the Employee for normal and reasonable expenses incurred in connection with the fulfillment of her responsibilities to the Employer, including expenses related to networking with individuals and organizations within the City of the Village of Douglas area which relate to the goals and objectives of the Employer. In order to be eligible for reimbursement, the Employee must submit proper vouchers within thirty (30) days of incurring the expense, and reimbursement is subject to the policies and procedures established by the Employer in effect from time to time. The Employer shall reimburse the Employee for covered expenses within thirty (30) days after receiving Employee's supporting documentation.

SECTION 14: Cell Phone and Other Benefits

The Employer shall provide the Employee a City owned cell phone, at no cost to the employee, to be used for official City business.

SECTION 15: Disability

If the Employee is permanently disabled, or is otherwise unable to perform the essential functions of her job, with or without accommodation by reason of physical or mental illness or accident for a period of more than ninety (90) consecutive days during any twelve-month period beyond any accrued sick leave, the Employer shall have the option to terminate this Agreement, subject to the severance pay requirements in Section 21. However, the Employee shall be compensated for any accrued sick leave, vacation, holidays, personal days, and other accrued benefits.

SECTION 16: Indemnification

Employer shall defend, save harmless and indemnify Employee against any claim or action for any action or failure to act in her official capacity, demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of, her employment as City Manager.

SECTION 17: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 18: Performance Evaluation

The City Council shall review and evaluate the performance of the Employee annually in conjunction with the preparation of the budget for the ensuing fiscal year. This review and evaluation shall be in accordance with specific criteria which shall be established by the City Council which may be added to or deleted from as the Council may from time to time determine, in consultation with the Employee. The Mayor shall provide the Employee with a written summary of the findings of the Council and provide an adequate opportunity for the Employee to discuss her evaluation with the Council. The Mayor, with input from City Council, will meet with the City Manager to assess and discuss The City Manager's progress on a quarterly basis.

Annually, the City Council and Employee shall define reasonable and lawful goals and performance objectives which they determine necessary or appropriate for the proper operation of the

City for the attainment of the City's policy objectives and shall further establish a relative priority among those various goals and objectives. The goals and objectives shall be reduced to writing. They shall generally be attainable within the time limitations as specified and shall be supported in the annual operating and capital budgets and appropriations.

The Employee shall be eligible for consideration of a merit increase, based on the outcome of the performance review, not to exceed \$5,000. Any merit increase approved by the City Council shall be implemented at the beginning of the new fiscal year and shall be paid in a lump sum and not as an addition to base salary. In effecting the provisions of this Section, the City Council and the Employee mutually agree to abide by the provisions of the applicable law.

SECTION 19: Termination and Severance Pay

In the event Employee is terminated without cause, as "cause" is defined herein, by a five sevenths (5/7s) majority vote of the City Council during such time Employee is willing and able to perform her duties under this Agreement, Employer agrees to pay Employee wages and benefits until Employee is able to obtain full time employment, not to exceed twelve (12) months as long as Employee signs a separation agreement in a form that is acceptable to the Employer.

In the event Employee is terminated for "cause", Employer shall have no obligation to pay the severance pay described in this Section. For purposes of this Agreement "cause" shall be defined as: (a) the conviction of any illegal act involving personal gain to the Employee, (b) conviction of a felony (c) involvement by Employee in an act of dishonesty or fraud; (d) Employee's material and substantial breach of this Agreement; (e) Employee's gross negligence in the performance or nonperformance of any of Employee's duties and responsibilities; (f) Employee's violation of any City policy or procedure, which materially and adversely affects the operations or reputation of the City; and/or (g) Employee's other misconduct of similar severity.

In the event Employee voluntarily resigns her position with Employer before expiration of the term of her employment, Employee shall give thirty (30) calendar days' notice in advance, unless the parties otherwise agree. In the event Employee voluntarily resigns her position with the Employer, Employer shall have no obligation to pay the severance pay designated in this Section.

Upon her termination or resignation, Employee shall be paid for accrued and unused vacation and personal time.

SECTION 20: Other Terms and Conditions of Employment

All provisions of the City Charter and policies and regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to the Employee as they would to other employees of Employer, and shall be subject to change by the City Council in its discretion provided that said changes shall not reduce the benefits provided solely to the Employee herein.

SECTION 21: General Provisions

This is the entire agreement between the parties. Any and all prior discussions, statements and representations which are not contained herein are void and of no force and effect. No waiver of any provision or modification of this Agreement shall be valid unless such modification is in writing and signed by the Mayor and Employee.

This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

If any provision, or any portion thereof, contained in this Agreement shall be held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

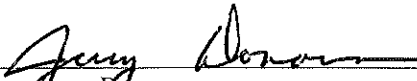
This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan.

IN WITNESS WHEREOF, the Employer has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYER

CITY OF THE VILLAGE OF DOUGLAS
A Municipal Corporation

Date: 8/22/23


By: Jerry Donovan
Its: Mayor

EMPLOYEE

Date: 8/22/23


Lisa Nocerini



MEMORANDUM

REGULAR CITY COUNCIL MEETING

September 6, 2023 at 7:00 PM

TO:

FROM: Matt Smith, Treasurer

DATE: August 30, 2023

SUBJECT: Budget Amendment Fiscal Year 23-24 Resolution 30-2023

Throughout the year, revenue and expenses of the various City funds are continually monitored and compared to the approved budget. From time to time, budgets require amending due to unanticipated expenses.

budget amendments noted were:

- DDA fund and Blue Star Corridor Improvement Fund - Wayfinding contract was entered into in the prior fiscal year, but work will be completed in the current fiscal year. The prior year budget is being rolled forward into the current fiscal year.
- Water Sewer Fund – DWAM grant began in the prior fiscal year and continues into this year. The original budget was based on projections of prior fiscal year activity and is being updated now based on invoices received for the prior year.

I recommend City Council adopt Resolution 30-2023 which outlines the amendments to the City of Douglas annual budget for fiscal year 2023-2024.

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

RESOLUTION NO. 30-2023

**RESOLUTION AMENDING THE BUDGET OF THE
2023/2024 GENERAL APPROPRIATIONS ACT
(Various Funds)**

At a regular meeting of the City Council for the City of the Village of Douglas, Michigan, held at the City of the Village of Douglas City Hall, Douglas, Michigan, on the 6th day of September, 2023, at 7:00 p.m.

PRESENT:

ABSENT:

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

RESOLUTION

WHEREAS, in accordance with the Uniform Budgeting and Accounting Act, Public Act No. 2 of 1968, as amended, and Chapter IX of the City Charter, the City Council of the City of the Village of Douglas adopted a General Appropriations Act to establish and approve of the City’s budget for the fiscal year commencing July 1, 2023, and ending June 30, 2024.

WHEREAS, the City Manager and City Treasurer have recommended that said budget be amended based on new information now available;

WHEREAS, the City Council is authorized by statute to amend the budget throughout the fiscal year as it becomes apparent that a deviation from the original general appropriations act is necessary;

WHEREAS, the City Council is authorized by the City Charter to transfer appropriation balances, and to make additional appropriations during the fiscal year that do not exceed the amount of

actual and anticipated revenues, and unreserved fund balances and working capital balances, as estimated in the budget.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

- 1. The City Council of the City of the Village of Douglas (“Douglas”) does hereby amend the adopted and approved budget for fiscal year 2023/2024 by amending the various appropriations and interfund transfers as set forth in Exhibit A to this Resolution.
- 2. Any increases in funds appropriated for expenditures and interfund transfers shall be made from the unreserved fund balances or working capital balances of the various funds comprising the adopted and approved fiscal year 2023/2024 budget.
- 3. That any resolutions in conflict with this Resolution are deemed rescinded and revoked by the adoption of this Resolution.

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

ADOPTED this 21st day of February 2023

CITY OF THE VILLAGE OF DOUGLAS

BY: _____
Jerome Donovan, Mayor

BY: _____
Laura Kasper, Interim 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 September 6, 2023 in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

CITY OF THE VILLAGE OF DOUGLAS

BY: _____
Laura Kasper, Interim City Clerk

City of the Village of Douglas
Proposed Budget Amendment
FY 2023-2024

Item 8C.

	Current Budget	Increase	Decrease	Proposed Amended Budget
DDA FUND EXPENSES	69,800	34,000	-	103,800
Revenue/Transfer In	49,942	-	-	49,942
Surplus/(Deficit)	(19,858)			(53,858)
BLUE STAR CORRIDOR EXPENSES	50,000	12,500	-	62,500
Revenue/Transfer In	103,000	-	-	103,000
Surplus/(Deficit)	53,000			40,500
WATER & SEWER FUND EXPENSES	567,359	-	43,291	524,068
Revenue/Transfers In	444,687	-	53,119	391,568
Surplus/(Deficit)	(122,672)			(132,500)

Explanation: MID YEAR BUDGET ADJUSTMENT FOR FISCAL YEAR ACTIVITY



MEMORANDUM
REGULAR CITY COUNCIL MEETING
September 6, 2023, at 7:00 PM

TO: City Council

FROM: Laura Kasper, Interim Clerk

SUBJECT: Household Hazardous Waste Day and Styrofoam Collection Event

At the request of Councilperson North, there will be a discussion about the Tri-Community Recycling Committees Household Hazardous Waste Day and Styrofoam Collection Event monetary request.



HHW Day & Styrofoam Collection Event 2023

The Tri-Community Recycling Committee and the Saugatuck-Douglas Rotary Club (SDRC) are joining forces once again to coordinate the Third Annual HHW Day. And, to add to the quality of the event, Styrofoam will also be collected at the same time and location. The date for the event is Tuesday, September 26. Both ERG Services and DART are available that day, with DART delivering a semi-trailer the Friday beforehand.

As in years past, the HHW Day event would not be possible without the help, both monetary and voluntary, of the three communities, the SDRC, the STFD, and community donors. Based on 2022 expenses (\$17,760) and participation level by municipality, we are requesting the following:

Entity	Amount
SDRC	\$10,000.00
STFD	\$1,500.00
City of Saugatuck	\$3,000.00
Saugatuck Township	\$3,000.00
City of Douglas	\$2,000.00

We would certainly like the City of Douglas to participate in the event this year will not turn away City of Douglas residents if they want to drop off HHW or Styrofoam at the September 26 event.

HHW Day 2022

The second annual Household Hazardous Waste Day was held on May 24, 2022. A total of 16,972 pounds of hazardous material was collected from two hundred and twenty-six (226) vehicles.

Expenses were kept relatively low and included the Rotary banner, volunteer t-shirts, and treats for the volunteers after the event.

Items	Amount
ERG Environmental	\$16,952.00
Rotary banner	\$316.00
Volunteer T-shirts	\$302.10
Volunteer treats	\$189.00

\$17,759.10

Donations were raised from various sources including private citizens and event participants. And each municipality offered up to \$5,000 (total = \$15,000) to help defray the cost of the event.

Entity	Amount
SDRC	\$10,000.00
STFD	\$1,000.00
Other	\$2,000.00
Participants	\$1,425.00

\$14,425.00

Municipality

City of Douglas	\$5,000.00
City of Saugatuck	\$5,000.00
Saugatuck Township	\$5,000.00

\$15,000.00

Total expenses, minus donations raised, resulted in a difference of \$3,334.10. As a result of the participation rates, each municipality was asked to provide:

	Participants	Percent	Amount
Douglas	49	21.68%	\$722.88
Saugatuck	61	26.99%	\$899.91
Township	116	51.33%	\$1,711.31
Total	226		\$3,334.10

Styrofoam collection

The TCRC coordinated two Styrofoam collection dates in 2022 (June 11 and September 24). A total of 360 pounds of light weight unwanted Styrofoam was collected in June and 370 was collected in September.

Funds for this event have been budgeted in the FY 23-24 budget under:
Community Promotions – Miscellaneous 101-802-958

Sample Motion: I recommend City Council approve the Tri-Community Recycling Committees request for monetary support for a Household Hazardous Waste Day and Styrofoam Collection event on September 26 in the amount of \$2,000.