



**THE CITY OF THE VILLAGE OF DOUGLAS  
REGULAR MEETING OF THE CITY COUNCIL  
MONDAY, JUNE 02, 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/84684114380>

**Join by phone by dialing:** +1 (312) 626-6799 | **Then enter "Meeting ID":** 846 8411 4380

- 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 June 2, 2025
  - B.** Approve the Council Regular Meeting Minutes for May 19, 2025
  - C.** Approve Invoices in the Amount of \$711,220.23

*Motion to approve the Consent Calendar of June 2, 2025. – roll call vote*
- 5. PUBLIC COMMUNICATION - VERBAL (LIMIT OF 3 MINUTES, AGENDA ITEMS ONLY)**
- 6. PUBLIC COMMUNICATION - WRITTEN**
  - A.** Council Nominating Petition Notice - City Clerk Kasper
  - B.** Letter - Joe Milauckas
- 7. UNFINISHED BUSINESS**
- 8. NEW BUSINESS**
  - A.** Ryan Kilpatrick Follow-up Discussion
  - B.** Resolution 14-2025 - Swingbridge Boardwalk Amendment (S. Homynen)

*Motion to [approve / approve with conditions / deny] resolution 14-2025, outlining the request by Dave*

*Contant of BDR Inc. for amendment to the approved boardwalk at Swingbridge condominium site plan.  
- roll call vote*

**C.** Resolution 15-2025 - PA 152 Health Insurance Contribution (L. Nocerini)

*Motion to adopt resolution 15-2025, exempting the City from the requirements of PA 152. - roll call vote*

**D.** Resolution 16-2025 - Employee Health Insurance Plan - FY 2025-2026 (L. Nocerini)

*Motion to adopt resolution 16-2025, approving Fiscal Year 2025-2026 employee insurance plans and contribution rates. - 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. CLOSED SESSION**

**A.** *Motion to enter into closed session pursuant to Section 8 (c)(2) of the open meetings act for the purpose of negotiation of a collective bargaining agreement. - roll call vote*

*Motion to exit the closed session and return to the regular meeting of City Council. - roll call vote*

*Motion to adopt the collective bargaining agreement, with an effective date of July 1, 2025. - roll call vote*

**14. ADJOURNMENT**

*Motion to adjourn the meeting.*

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



**THE CITY OF THE VILLAGE OF DOUGLAS  
REGULAR MEETING OF THE CITY COUNCIL  
MONDAY, MAY 19, 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. **DOUGLAS POLICE OFFICER OLIVIA SCHIPPER - MADD AWARD:** Presented by Chief Kent
  
5. **CONSENT CALENDAR**
  - A. Approve the Council Meeting Agenda for May 19, 2025 - *addition of item 9. F.*
  - B. Approve the Council Workshop Minutes for May 1, 2025
  - C. Approve the Council Regular Meeting Minutes for May 5, 2025
  - D. Approve Invoices in the amount of \$823,965.09
  - E. Appointment - Laura Peterson: ZBA

*Motion by Seabert, second by Walker to approve the Consent Calendar of May 19, 2025, as amended. – Motion carried by unanimous roll call vote.*
  
6. **PUBLIC COMMUNICATION – VERBAL:** Members of the public were present, comments received.
  
7. **PUBLIC COMMUNICATION – WRITTEN:** None
  
8. **UNFINISHED BUSINESS:** None
  
9. **NEW BUSINESS**
  - A. 415 Wiley Road Construction Update - CarbonSix (L. Nocerini)



- B. KRG Plan - Kelly Roche & Dan Callam - Presentation (L. Nocerini)
- C. Assessing Services RFQ Award (L. Nocerini)

*Motion by Seabert, second by O'Malley, to approve Anthony E. Meyaard with Assessing Solutions the contract for assessing services for the City of Douglas. – Motion carried by unanimous roll call vote.*

- D. STFD FY25-26 Budget

*Motion by Walker, second by O'Malley, to adopt resolution 12-2025, approving the Saugatuck Township Fire District annual budget for Fiscal Year 2025-2026. – Motion carried by unanimous roll call vote.*

- E. Budget Review Workshop

*Motion by Balmer, second by Donovan, to approve holding a workshop meeting on June 9, 2025, at 5:00 PM to review the FY25-26 budget. – Motion carried by unanimous roll call vote.*

- F. Resolution 13-2025 – Declaration of a State Emergency

*Motion by Donovan, second by Balmer, to adopt resolution 13-2025, supporting Allegan County's request to the State of Michigan for the declaration of a state of emergency. – 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 provided updates on several matters.

**11. PUBLIC COMMUNICATION – VERBAL:** Members of the public were present, comments 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 O'Malley, to adjourn the meeting.*

Approved on this 2<sup>nd</sup> day of June 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 May 19, 2025, I further certify that the meeting was duly called and that a quorum was present.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Laura Kasper, City Clerk

05/29/2025

## 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			
89736221				
51111	ABSOPURE WATER COMPANY	05/09/2025	06/02/2025	57.75
	DPW WATER	DAWN		
101-463.000-740.000	SUPPLIES			57.75
89736211				
51121	ABSOPURE WATER COMPANY	05/09/2025	06/02/2025	3.00
	PD WATER			
101-301.000-740.000	SUPPLIES			3.00
SIN041594				
51102	ALL TRAFFIC SOLUTIONS INC	05/13/2025	06/02/2025	587.46
	POWER SWITCH BOARD REPLACEMENT			
101-301.000-930.000	REPAIRS & MAINTENANCE: GENERAL			587.46
MAY-25				
51153	ALLEGAN CO DRAIN COMMISSIONER	05/28/2025	06/02/2025	50.00
	ROW JAGER CRANE COUNTY DRAIN			
202-463.000-979.000	CAPITAL OUTLAY			50.00
2530				
51172	BILLS TREE SERVICE	05/19/2025	06/02/2025	300.00
	REMOVE LEANING MAPLE TREE AND HANGING BRANCH			
101-463.000-802.010	CONTRACTUAL FORESTRY			300.00
2524				
51173	BILLS TREE SERVICE	05/16/2025	06/02/2025	1,250.00
	REMOVE STORM DAMAGED MAPLE TREE- 181 UNION ST			
101-463.000-802.010	CONTRACTUAL FORESTRY			1,250.00
INV-006212				
51175	BLACK GOLD HOLDINGS LLC	05/12/2025	06/02/2025	465.00
	UPM COLD PATCH			
202-463.000-930.000	REPAIRS & MAINTENANCE: GENERAL			232.50
203-463.000-930.000	REPAIRS & MAINTENANCE: GENERAL			232.50
3134				
51169	BRUCE'S BLACKTOP	05/16/2025	06/02/2025	3,400.00
	ASPHALT REPAIR AT 62 CENTER ST			
101-265.000-930.000	REPAIRS & MAINTENANCE: GENERAL			3,400.00
0015465697				
51110	CAPITAL ONE PUBLIC FUNDING, LLC	05/12/2025	06/02/2025	87,408.75
	PAYMENT FOR LOAN #101597457- BOND PMT FOR 415 WILEY			
470-265.000-974.000	CONSTRUCTION			87,408.75
PAY APP #4				
51180	CARBON SIX CONSTRUCTION INC	05/28/2025	06/02/2025	574,325.78
	PAY APP #4-415 WILEY			
470-265.000-974.000	CONSTRUCTION			574,325.78
6-2025				
51108	COMCAST	05/15/2025	06/02/2025	236.15
	PD INTERNET & PHONE			
101-301.000-851.000	TELEPHONE			236.15

JUNE-2025

51127	COMCAST	05/27/2025	06/02/2025	411.98
	INTERNET FOR CITY HALL			
101-265.000-851.000	TELEPHONE			411.98
-----				
202699857724				
51098	CONSUMERS ENERGY	05/19/2025	06/02/2025	191.91
	2993 BLUE STAR HWY #102			
101-265.000-922.000	UTILITIES			191.91
-----				
202699857725				
51099	CONSUMERS ENERGY	05/19/2025	06/02/2025	202.57
	2993 BLUE STAR HWY #101			
101-265.000-922.000	UTILITIES			202.57
-----				
205814427046				
51122	CONSUMERS ENERGY	05/23/2025	06/02/2025	85.04
	250 WILEY RD			
213-753.000-922.000	UTILITIES			85.04
-----				
2057235463486				
51123	CONSUMERS ENERGY	05/23/2025	06/02/2025	37.58
	147 CENTER ST			
101-751.000-922.000	UTILITIES			37.58
-----				
203322802324				
51145	CONSUMERS ENERGY	05/27/2025	06/02/2025	176.14
	2993 BLUE STAR HWY #100			
101-265.000-922.000	UTILITIES			176.14
-----				
203322802325				
51146	CONSUMERS ENERGY	05/27/2025	06/02/2025	134.54
	2993 BLUE STAR HWY #108			
101-265.000-922.000	UTILITIES			134.54
-----				
203767746918				
51147	CONSUMERS ENERGY	05/27/2025	06/02/2025	42.09
	201 S WASHINGTON ST			
594-597.000-922.000	UTILITIES			42.09
-----				
BESC - 25 - 008				
51101	CYNTHIA MILLER	05/21/2025	06/02/2025	2,000.00
	BD Bond Refund			
101-000.000-283.000	BESC - 25 - 008 - PSUP25-002			2,000.00
-----				
MIHOL481618				
51159	FASTENAL COMPANY	05/14/2025	06/02/2025	146.43
	SUPPLIES			
101-265.000-740.000	SUPPLIES			146.43
-----				
MIHOL481655				
51171	FASTENAL COMPANY	05/15/2025	06/02/2025	224.66
	TISSUE			
101-751.000-740.000	SUPPLIES			224.66
-----				
MIHOL482018				
51177	FASTENAL COMPANY	05/27/2025	06/02/2025	53.96
	SAFETY VEST			
101-463.000-740.000	SUPPLIES			53.96
-----				
MIHOL481554				
51178	FASTENAL COMPANY	05/13/2025	06/02/2025	24.68

CABLETIE				
101-265.000-740.000	SUPPLIES			24.68
-----				
5-2025				
51125	GIARMARCO, MULLINS & HORTON	05/12/2025	06/02/2025	631.60
	CITY COUNCIL TRAINING WORKSHOP			
101-101.000-718.000	TRAINING FUNDS			631.60
-----				
151281				
51168	GIVE EM A BRAKE SAFETY LLC	05/20/2025	06/02/2025	1,752.41
	RC DETOUR SIGNAGE			
202-463.000-746.000	TRAFFIC SIGNS & SERVICES			1,752.41
-----				
301156				
51157	IHLE AUTO PARTS	05/21/2025	06/02/2025	15.14
	BUG CLEANER, PREWASH			
660-903.000-930.004	VEHICLE MAINTENANCE & REPAIRS			15.14
-----				
301164				
51158	IHLE AUTO PARTS	05/21/2025	06/02/2025	18.93
	CROCODILE, 100 CT			
660-903.000-930.004	VEHICLE MAINTENANCE & REPAIRS			18.93
-----				
45930-10				
51170	IMPACT RECOVERY SYSTEMS INC	05/19/2025	06/02/2025	755.70
	BACK ALLEY/VETERANS			
202-463.000-746.000	TRAFFIC SIGNS & SERVICES			377.85
203-463.000-746.000	TRAFFIC SIGNS & SERVICES			377.85
-----				
043457				
51096	JACK'S GREENHOUSE	05/15/2025	06/02/2025	700.00
	70 MISC FLATS			
101-802.000-958.000	MISCELLANEOUS			700.00
-----				
3WATER-MAY2025				
51130	KALAMAZOO LAKE SEWER & WATER	05/15/2025	06/02/2025	91.06
	486 WATER ST NEW BARN			
101-265.000-922.000	UTILITIES			91.06
-----				
3WASHINGTON-MAY25				
51131	KALAMAZOO LAKE SEWER & WATER	05/15/2025	06/02/2025	230.14
	37 WASHINGTON-BATHROOM			
101-751.000-922.000	UTILITIES			230.14
-----				
3WASHINGTON-MAY25				
51132	KALAMAZOO LAKE SEWER & WATER	05/15/2025	06/02/2025	83.52
	201 WASHINGTON ST			
594-597.000-922.000	UTILITIES			83.52
-----				
3SCHULTZ-MAY25				
51133	KALAMAZOO LAKE SEWER & WATER	05/15/2025	06/02/2025	281.20
	3100 SCHULTZ PARK DR			
101-751.000-922.000	UTILITIES			281.20
-----				
25MAIN-MAY25				
51134	KALAMAZOO LAKE SEWER & WATER	05/15/2025	06/02/2025	30.05
	25 MAIN DRK FOUNTAIN			
101-751.000-922.000	UTILITIES			30.05
-----				
25MAINIRR-MAY25				
51135	KALAMAZOO LAKE SEWER & WATER	05/15/2025	06/02/2025	147.59
	25 MAIN IRRIGATION			

101-751.000-922.000	UTILITIES			147.59
LAKESHORE-MAY25				
51136	KALAMAZOO LAKE SEWER & WATER	05/15/2025	06/02/2025	99.07
	50 LAKESHORE DR BATHROOM			
101-751.000-922.000	UTILITIES			99.07
47CENTER-MAY25				
51137	KALAMAZOO LAKE SEWER & WATER	05/15/2025	06/02/2025	29.50
	147 CENTER ST IRRIGATION			
101-751.000-802.000	CONTRACTUAL			29.50
86CENTER-MAY25				
51138	KALAMAZOO LAKE SEWER & WATER	05/15/2025	06/02/2025	93.37
	86 CENTER ST			
101-265.000-922.000	UTILITIES			93.37
47CENTER-MAY25				
51139	KALAMAZOO LAKE SEWER & WATER	05/15/2025	06/02/2025	211.83
	47 CENTER ST POLICE ST			
101-301.000-922.000	UTILITIES			211.83
55CENTER-MAY25				
51140	KALAMAZOO LAKE SEWER & WATER	05/15/2025	06/02/2025	102.62
	455 CENTER ST			
101-751.000-922.000	UTILITIES			102.62
BSSTE102-MAY25				
51141	KALAMAZOO LAKE SEWER & WATER	05/15/2025	06/02/2025	278.89
	2995 BLUE STAR HWY SUITE #102			
101-265.000-922.000	UTILITIES			278.89
BSUNIT106-MAY25				
51142	KALAMAZOO LAKE SEWER & WATER	05/15/2025	06/02/2025	82.38
	2995 BLUE STAR HWY UNIT #106			
101-265.000-922.000	UTILITIES			82.38
BSSTE101-MAY25				
51143	KALAMAZOO LAKE SEWER & WATER	05/15/2025	06/02/2025	207.96
	2995 BLUE STAR SUITE 101			
101-265.000-922.000	UTILITIES			207.96
26BAYOU-MAY25				
51144	KALAMAZOO LAKE SEWER & WATER	05/15/2025	06/02/2025	207.03
	26 BAYOU DR IRRIGATION			
101-751.000-922.000	UTILITIES			207.03
BESC - 25 - 004				
51100	KARA REAL ESTATE LLC	05/21/2025	06/02/2025	2,000.00
	BD Bond Refund			
101-000.000-283.000	BESC - 25 - 004 - PSUP25-001			2,000.00
269666				
51109	KERKSTRA RESTROOM SERVICE	05/12/2025	06/02/2025	190.00
	DOUGLAS BEACH BR			
101-751.000-802.000	CONTRACTUAL			190.00
3294				
51112	LAKESHORE OUTDOORS LLC	05/09/2025	06/02/2025	480.00
	BRUSH DUMPING			
101-463.000-802.000	CONTRACTUAL			480.00
49077304				

51104	MCCLOUD SERVICES	05/15/2025	06/02/2025	54.00
	415 WILEY RD PEST CONTROL			
	101-265.000-802.000 CONTRACTUAL			54.00
49077312				
51105	MCCLOUD SERVICES	05/15/2025	06/02/2025	54.00
	486 WATER ST PEST CONTROL			
	101-265.000-802.000 CONTRACTUAL			54.00
9122				
51174	MCKELLIPS PLUMBING INC.	05/20/2025	06/02/2025	336.00
	SCHULTZ PARK REPAIRS			
	101-751.000-802.000 CONTRACTUAL			336.00
55477				
51155	MENARDS-HOLLAND	05/28/2025	06/02/2025	47.76
	SCHULTZ PARK			
	101-751.000-930.000 REPAIRS & MAINTENANCE: GENERAL			47.76
55053				
51156	MENARDS-HOLLAND	05/21/2025	06/02/2025	91.54
	POWER-CONCRETE MIX			
	101-751.000-930.000 REPAIRS & MAINTENANCE: GENERAL			91.54
56714				
51124	NEW DAWN LINEN SERVICE	05/26/2025	06/02/2025	48.72
	RUG CLEANING FOR CITY HALL AND POLICE DEPARTMENT			
	101-265.000-802.000 COMMERCIAL CLEANING			17.05
	101-301.000-802.000 COMMERCIAL CLEANING			31.67
74132				
51176	NICK UNEMA PLUMBING & HEATING INC	05/27/2025	06/02/2025	1,180.00
	USE OF THE VAC TRUCK			
	202-463.000-802.000 CONTRACTUAL			590.00
	203-463.000-802.000 CONTRACTUAL			590.00
2505-861470				
51160	OVERISEL LUMBER CO.	05/23/2025	06/02/2025	31.92
	BUMPOUT			
	101-265.000-930.000 REPAIRS & MAINTENANCE: GENERAL			31.92
2505-861171				
51161	OVERISEL LUMBER CO.	05/23/2025	06/02/2025	39.98
	BEERY FIELD			
	101-751.000-930.000 REPAIRS & MAINTENANCE: GENERAL			39.98
2505-860934				
51162	OVERISEL LUMBER CO.	05/22/2025	06/02/2025	24.45
	CITY HALL			
	101-265.000-740.000 SUPPLIES			8.49
	101-265.000-930.000 REPAIRS & MAINTENANCE: GENERAL			15.96
2505-859739				
51164	OVERISEL LUMBER CO.	05/20/2025	06/02/2025	33.97
	CITY HALL			
	101-265.000-740.000 SUPPLIES			33.97
2505-858409				
51165	OVERISEL LUMBER CO.	05/15/2025	06/02/2025	2.83
	CITY HALL			
	101-265.000-740.000 SUPPLIES			2.83

2505-860713				
51166	OVERISEL LUMBER CO.	05/22/2025	06/02/2025	20.58
	SIDEWALK			
101-751.000-930.000	REPAIRS & MAINTENANCE: GENERAL			20.58
2505-860399				
51167	OVERISEL LUMBER CO.	05/21/2025	06/02/2025	4.98
	VETERAN'S PLAQUE			
101-751.000-930.000	REPAIRS & MAINTENANCE: GENERAL			4.98
2505-859112				
51179	OVERISEL LUMBER CO.	05/17/2025	06/02/2025	39.98
	MIRACLE GROW			
101-265.000-930.000	REPAIRS & MAINTENANCE: GENERAL			39.98
5-21-25				
51106	JENNIFER PEARSON	05/21/2025	06/02/2025	29.98
	DDA REIMBURSEMENT FOR PURCHASE OF 160 QT TOTE ON WHEELS FOR DDA MARKET MERCH			
248-728.000-880.000	COMMUNITY PROMOTION			29.98
MAY-2025				
51152	PITNEY BOWES INC	05/28/2025	06/02/2025	300.00
	POSTAGE			
101-215.000-901.000	POSTAGE			300.00
10461609				
51103	PLANTE MORAN	05/20/2025	06/02/2025	3,378.50
	FINANCIAL CONSULTANT			
101-215.000-802.009	CONTRACTUAL FINANCIAL CONSULT			3,378.50
10465347				
51154	PLANTE MORAN	05/28/2025	06/02/2025	5,106.25
	FINANCIAL CONSULTANT			
101-215.000-802.009	CONTRACTUAL FINANCIAL CONSULT			5,106.25
62518				
51148	PRAISE SIGN COMPANY LLC	05/28/2025	06/02/2025	150.00
	ROLL OF REFLECTIVE VINYL FOR SIGNAGE			
101-463.000-740.000	SUPPLIES			150.00
88569				
51114	PREIN & NEWHOF	05/05/2025	06/02/2025	7,336.00
	GENERAL CONSULTING			
101-463.000-806.000	CONTRACTUAL ENGINEERING			740.00
101-701.000-806.000	CONTRACTUAL ENGINEERING			2,599.80
202-463.000-802.000	CONTRACTUAL			298.00
470-265.000-974.000	CONSTRUCTION			3,257.20
450-536.000-806.000	CONTRACTUAL ENGINEERING			441.00
88564				
51115	PREIN & NEWHOF	05/05/2025	06/02/2025	557.00
	STORMWATER CAPITAL IMPROVEMENTS PLAN			
101-463.000-806.000	CONTRACTUAL ENGINEERING			557.00
88508				
51116	PREIN & NEWHOF	05/05/2025	06/02/2025	1,616.00
	CENTRE COLLECTIVE ESCROW			
101-000.000-283.000	ESCROW			1,616.00
88561				
51117	PREIN & NEWHOF	05/05/2025	06/02/2025	896.80



2025 ROAD IMPROVEMENTS					
203-463.000-806.000	CONTRACTUAL ENGINEERING				448.40
202-463.000-806.000	CONTRACTUAL ENGINEERING				448.40
88519					
51118	PREIN & NEWHOF	05/05/2025	06/02/2025		4,725.10
	DOUGLAS WATER SERVICE VERIFICATION				
450-536.000-974.000	CONSTRUCTION				4,725.10
88520					
51119	PREIN & NEWHOF	05/05/2025	06/02/2025		438.50
	DOUGLAS LEAD LINE REPLACEMENT				
450-536.000-974.000	CONSTRUCTION				438.50
88627					
51120	PREIN & NEWHOF	05/05/2025	06/02/2025		1,977.00
	CITY OF DOUGLAS DWAM				
450-536.000-974.000	CONSTRUCTION				1,977.00
95732135					
51163	QUALITY DOOR CO., INC.	05/22/2025	06/02/2025		130.00
	ADDED TENSION TO COUNTER DOOR				
101-265.000-802.000	CONTRACTUAL				130.00
IN98757485					
51113	PERFORMANCE HEALTH SUPPLY	05/12/2025	06/02/2025		54.15
	PLUGS				
594-597.002-740.000	SUPPLIES				54.15
60892526					
51128	ROSE PEST SOLUTIONS	05/09/2025	06/02/2025		95.00
	DOUGLAS BEACH RESTROOM PEST CONTROL				
101-751.000-802.000	CONTRACTUAL				95.00
25-0000746					
51107	SAUGATUCK TWP FIRE DISTRICT	05/19/2025	06/02/2025		875.00
	RENTAL HOME INPSECTIONS				
101-701.000-802.000	CONTRACTUAL				875.00
5-2025					
51097	NEAL SEABERT	05/19/2025	06/02/2025		380.52
	REIMBURSEMENTS FOR FLOWERS FOR FRONT OF CITY HALL AND FLOWER BOXES AT BEERY FIELD				
101-802.000-958.000	MISCELLANEOUS				380.52
5-2025					
51126	MICHAEL TORREZ	05/22/2025	06/02/2025		88.90
	MAY 2025 MILEAGE				
101-701.000-861.000	MILEAGE REIMBURSEMENT				88.90
VC3-204005					
51149	VC3 INC	05/28/2025	06/02/2025		105.06
	CLOUD PROTECTION				
101-215.000-802.000	CONTRACTUAL				105.06
VC3-204007					
51150	VC3 INC	05/28/2025	06/02/2025		255.50
	OFFICE LICENSES AND EXCHANGE PLAN				
101-215.000-802.000	CONTRACTUAL				255.50
VC3-204006					
51151	VC3 INC	05/28/2025	06/02/2025		44.00
	EXCHANGE PLAN-PD				

101-301.000-802.000	CONTRACTUAL	44.00
6111876026		
51129 VERIZON WIRELESS	05/16/2025 06/02/2025	134.80
DPW IPADS		
101-463.000-851.000	TELEPHONE	134.80
# of Invoices: 85 # Due: 85 Totals:		711,220.23
# of Credit Memos: 0 # Due: 0 Totals:		0.00
Net of Invoices and Credit Memos:		711,220.23

--- TOTALS BY FUND ---

101 - GENERAL FUND	32,920.14
202 - MAJOR STREET FUND	3,749.16
203 - LOCAL STREETS FUND	1,648.75
213 - SCHULTZ PARK LAUNCH RAMP	85.04
248 - DOWNTOWN DEVELOPMENT AUTHORITY	29.98
450 - WATER SEWER FUND	7,581.60
470 - MUNICIPAL BUILDING FUND	664,991.73
594 - DOUGLAS MARINA	179.76
660 - EQUIPMENT RENTAL FUND	34.07

--- TOTALS BY DEPT/ACTIVITY ---

000.000 -	5,616.00
101.000 - LEGISLATIVE	631.60
215.000 - CLERK/TREASURER	9,145.31
265.000 - BUILDING & GROUNDS	670,821.84
301.000 - POLICE	1,114.11
463.000 - GENERAL STREETS & ROW	9,121.42
536.000 - WATER SYSTEM	7,581.60
597.000 - DOUGLAS MARINA	125.61
597.002 - DOUGLAS HARBOR AUTHORITY	54.15
701.000 - PLANNING & ZONING	3,563.70
728.000 - DOWNTOWN DEVELOPMENT AUTHORITY	29.98
751.000 - PARKS & RECREATION	2,215.28
753.000 - LAUNCH RAMPS	85.04
802.000 - COMMUNITY PROMOTIONS	1,080.52
903.000 - EQUIP. REPAIRS & MAINTENANCE	34.07



*The Village of Friendliness – Since 1870*

**To: The City of the Village of Douglas City Council**

**From: Laura Kasper, City Clerk**

**RE: Nominating Petitions for Douglas City Council – Notice of Filing Deadline**

**Date: June 2, 2025**

---

**NOMINATING PETITIONS** are now available for the office of **Douglas City Council** for the November 4, 2025, General Election. **Three (3) non-partisan positions will be filled for terms of two-years each.** Candidates must be a U.S. Citizen, registered elector in the City and shall have been a resident of the City for not less than twelve (12) months. (per Sect. 3.3 of the City Charter). Petitions can be obtained from the City Clerk's Office, 86 W. Center Street, Douglas, MI., Monday through Friday, 8:00 a.m. to 4:30 p.m.

**THE FILING DEADLINE IS JULY 22, 2025, AT 4:00 P.M.**

**I recommend that you please consider returning your completed filing documents to me as soon as possible. This will allow sufficient time for corrections, reviewing and validating your documents. Please reach out to me if you have any questions at – 269-857-1438 ext. 106**

## Sean Homyen

---

**To:** lsr@wmol.com  
**Subject:** RE: BSH and Union St Drainage Swale, Parcel #. 59-016-016-00

**From:** lsr@wmol.com <lsr@wmol.com>  
**Sent:** Thursday, May 29, 2025 12:33 PM  
**To:** Sean Homyen <pzadmin@DouglasMI.gov>  
**Cc:** Andrew <andrew@milauckas.com>; City Manager <citymanager@DouglasMI.gov>  
**Subject:** BSH and Union St Drainage Swale, Parcel #. 59-016-016-00

Hi Sean-

Thank you for getting the Blue Star Highway and Swingbridge Development surface water drainage swale through my property and Union Street area drainage back on track toward repair and completion.

A review of the 5/2/2025 memo from City Engineer, Lucas Timmer, attached above, discusses the various parts of the drainage issues. It would be best to confirm everyone is on the same page before any construction is started.

At the May 8, planning commission meeting it was confirmed there is a need for 2 culverts under the proposed emergency access road to transport and discharge water that flows onto my parcel (#59-016-016-00) and is trapped that previously and naturally ran to the Kalamazoo Lake.

**CULVERT #1 (Existing)-** As the result of significant fill placed on the Swingbridge development site and the Blue Star Highway surface water discharge tube diverting water to my parcel, a culvert was installed under the **East end** of the proposed Swingbridge emergency access road. This culvert along with the drainage swale were constructed by the original developer years ago pursuant to the requirement of the city and county drain engineers consistent with the September 14, 2011 Milauckas/Village of Douglas Easement. However, the swale did not meet the 1 foot depth requirement and stone was not placed where the swale turns to the North. Therefore, now water flows through the turn and onto our parcel rather than remaining in the swale leading to the existing culvert out to Kalamazoo Lake. Since the culvert is in place, it is agreed that the swale needs to be improved by Douglas or Swingbridge to insure the water makes it to the culvert.

**CULVERT #2-** It is agreed a second culvert needs to be installed under the **West end** of the emergency access road. Review of the natural water course map at the our meeting at city hall on 5/1/25 with City Manager Lisa Nocerini, and Public Works Supervisor revealed a natural water course from the Southwest corner of our parcel Northward along the East side of Union Street to Kalamazoo Lake. During that time, the boat trailer parking area has crept further east beyond the Union Street right of way onto our property. Additionally, gravel has been added to elevate and extend the parking area. This combined with the placement of fill as the base for the proposed West to East emergency access for Swingbridge have acted as a drainage block that cuts off the natural flow of surface water to Kalamazoo Lake.

We have provided a no cost Revocable License to Douglas for boat trailer parking on our property for over 40 years. It is agreed that this drainage issue also needs to be resolved while the City of Douglas and Swingbridge are formalizing the approval of the construction of the proposed emergency access road.

Please confirm this is an accurate description of the status of these drainage issues.

Let us know when we can meet on site with necessary participants to discuss details of future action.

Also, please send me a copy of the final draft of the Swingbridge site plan in accordance with the planning commission's 5/8/2025 approval of the request to change conditions of the consent judgement site plan. When will that final plan be approved?

Thank you for your continued follow up.  
Joe Milackas

**To:** City of the Village of Douglas City Council

**Date:** May 29, 2025

**From:** Sean Homyen, Planning & Zoning Administrator

**RE:** **The Boardwalk at Swingbridge – Amendment to Approved Condominium and Site Plan**



*The Village of Friendliness – Since 1870*

**Request.** Dave Contant on Behalf of BDR Inc. has submitted an application for amendment to the approved Boardwalk at Swingbridge condominium site plan under Section 16.24(11)(c) for the property at Swingbridge Condominiums, generally located just north and west of the Blue Star Highway/Union Street intersection, located in the R-4 Harbor Residential District. The applicant seeks to complete the remaining improvements associated with the approved condominium plan, such as the fire emergency lane, minor change to the pool area, construct a in-g round pool, all of which were part of the Consent Judgement approval. The applicant also seeks a change to the approved plan, which includes the addition of a pool house, and the elimination of the private interior boardwalk.



*The Boardwalk at Swingbridge Condominiums Ariel View*

**Background.** Before BDR Inc. acquired the Boardwalk at Swingbridge Condominium, the City and the previous developer entered into a consent judgment as part of to resolve a legal dispute. The plaintiffs (previous developer) argued that the failure to either approve or deny the development application constituted a violation of both the Michigan and United States Constitutions, as well as the Michigan Zoning Enabling Statutes. The consent judgement served as the approved site plan and allowed the previous developer to construct a total of 16 residential condominium units, public boardwalk, private boardwalk, and other recreation amenities such as a swimming pool, and future connection to Union Street. The consent judgement is included in the packet for the Planning Commission's reference. Since the consent judgement went into place, the public boardwalk has been installed, and the sixteen units have been built and granted occupancy.

**Procedure.** Since BDR Inc. is requesting major changes to the site, an amendment to the consent judgment is required. The existing consent judgment is tied specifically to the site plans included as Exhibit B, and only minor modifications are permitted without an amendment per Section 5. of the consent judgement. Section 16 of the consent judgement states that in order to amend the consent judgment, both parties (the City and the developer) must agree to the proposed changes.

At the May 8, 2025, Planning Commission meeting, the Planning Commission made a favorable recommendation with conditions to the City Council to approve the request. At the June 2, 2025 City Council meeting, Council will consider the final condominium plan amendments. . Council may approve, deny, or table the request by resolution. If approved, the developer must then petition the district court to formally amend the consent judgment, which must be recorded.

**Updates:** BDR has provided staff with an updated site plan that includes the setbacks for the pool, pool house, and emergency lane. The Fire Department also submitted an updated memo clarifying the reasoning behind relocating the emergency lane toward the southern property line. The updated site plan and Fire Department's memo are included in the packet.

**Recommendation.** At the upcoming meeting, Council will review the site plan amendment and carefully consider the information presented in this report, as well as comments from the applicant and the public. Council should carefully review the documents provided in the packet. If the Council concurs with the changes being requested, staff recommends that Council approve the request to amend the final condominium plan, subject to the conditions recommended by the Planning Commission and additional conditions shown in the suggested motion below.

**Suggested Motion.** *I move to [approve / approve with conditions / deny ] the request made by Dave Contant of BDR Inc. for amendment to the approved Boardwalk at Swingbridge condominium site plan under Section 16.24(11)(c) for the property generally located just north and west of the Blue Star Highway/Union Street intersection, and to adopt Resolution 14-2025, based on the findings outlined in the staff report dated May 29, 2025, on the parcel identified as PPN 59-670-000-00/59-016-024-00, subject to the following conditions:*

- 1) Applicant shall have demonstrated to the reasonable satisfaction of the City attorney that the Applicant has secured any Co-owner and mortgagee approvals, if any, as are required by the Condominium Act or Master Deed for the recording of an Amendment to the Master Deed and Replat of the Condominium Subdivision Plan consistent with the approved Requested Changes and the Revised Site Plan, prior to the joint submission of a proposed Order Amending the Consent Judgment for entry by the Allegan County Circuit Court.
- 2) The City Attorney shall have approved the final Amendment to the Master Deed and Replat of the Condominium Subdivision Plan prior to the joint submission of a proposed Order Amending the Consent Judgment for entry by the Allegan County Circuit Court. authorized in the following paragraph 3). Upon its recording in the office of the Allegan County Recorder, Applicant at its expense may cause the Amendment to the Master Deed and Replat to be recorded in the office of the Allegan County Recorder and shall provide to the City without charge a recorded copy within ten (10) days of its recording.
- 3) The City Manager is hereby authorized to join with the Applicant in requesting that the Allegan

County Circuit Court amend the Consent Judgment entered in Case No. 08-42855-CZ, to approve the City-approved Requested Changes and Revised Site Plan. Upon entry of such Order, the Applicant at its expense shall cause the Order to be recorded in the office of the Allegan County Recorder and shall provide to the City without charge a recorded copy thereof within ten (10) days of its recording.

- 4) The applicant shall submit revised drawings incorporating the recommendations of the City Engineer.
- 5) Install "No Parking Fire Lane" signs with arrows at the Union Street side of the emergency lane.
- 6) The applicant shall obtain a zoning permit prior to building the pool, pool house, emergency access lane.
- 7) The applicant shall obtain a building permit from MTS before commencing construction.
- 8) The Emergency Access Lane must be constructed in accordance with the site plan (Project No. 2420154, Sheet C-205) and shall be completed subject to the ruling of the court of the consent judgment with a final inspection conducted by the Zoning Administrator and City Engineer.
- 9) Landscaping around the pool shall be constructed in accordance with the original consent judgement site plan and completed subject to the ruling of the court of the consent judgment.
- 10) The culvert shall be installed beneath the emergency access lane to allow water to flow north toward Kalamazoo Lake, in accordance with the City Engineer's memorandum. The installation shall be completed subject to the ruling of the court of the consent judgment.
- 11) The Drainage Swale shall be reconstructed along the drainage easement per approved utility site plan (Project No. 06200300, G2.10, dated 10/9/11) and shall be completed subject to the ruling of the court of the consent judgment and to be inspected by the City Engineer.
- 12) The developer shall enter into a stormwater maintenance agreement for the culvert, and a water and sanitary sewer utility easement agreement, subject to the ruling of the court of the consent judgment.
- 13) Insofar as in conflict with this Resolution, any prior Council resolutions in conflict with this Resolution are deemed rescinded and revoked by the adoption of this Resolution.
- 14) Subject to the conditions stated above, this Resolution shall take effect immediately upon City Council approval.

Please feel free to contact me with any questions or concerns.



**To:** City of the Village of Douglas Planning Commission

**Date:** May 2, 2025

**From:** Sean Homyen, Planning & Zoning Administrator

**RE:** **The Boardwalk at Swingbridge – Amendment to Approved Condominium and Site Plan**



*The Village of Friendliness – Since 1870*

**Request.** Dave Contant on Behalf of BDR Inc. has submitted an application for amendment to the approved Boardwalk at Swingbridge condominium site plan under Section 16.24(11)(c) for the property at Swingbridge Condominiums, generally located just north and west of the Blue Star Highway/Union Street intersection, located in the R-4 Harbor Residential District. The applicant seeks to complete the remaining improvements associated with the approved condominium plan, such as the fire emergency lane, minor change to the pool area, construct a in-g round pool, all of which were part of the Consent Judgement approval. The applicant also seeks a change to the approved plan, which includes the addition of a pool house, and the elimination of the private interior boardwalk.

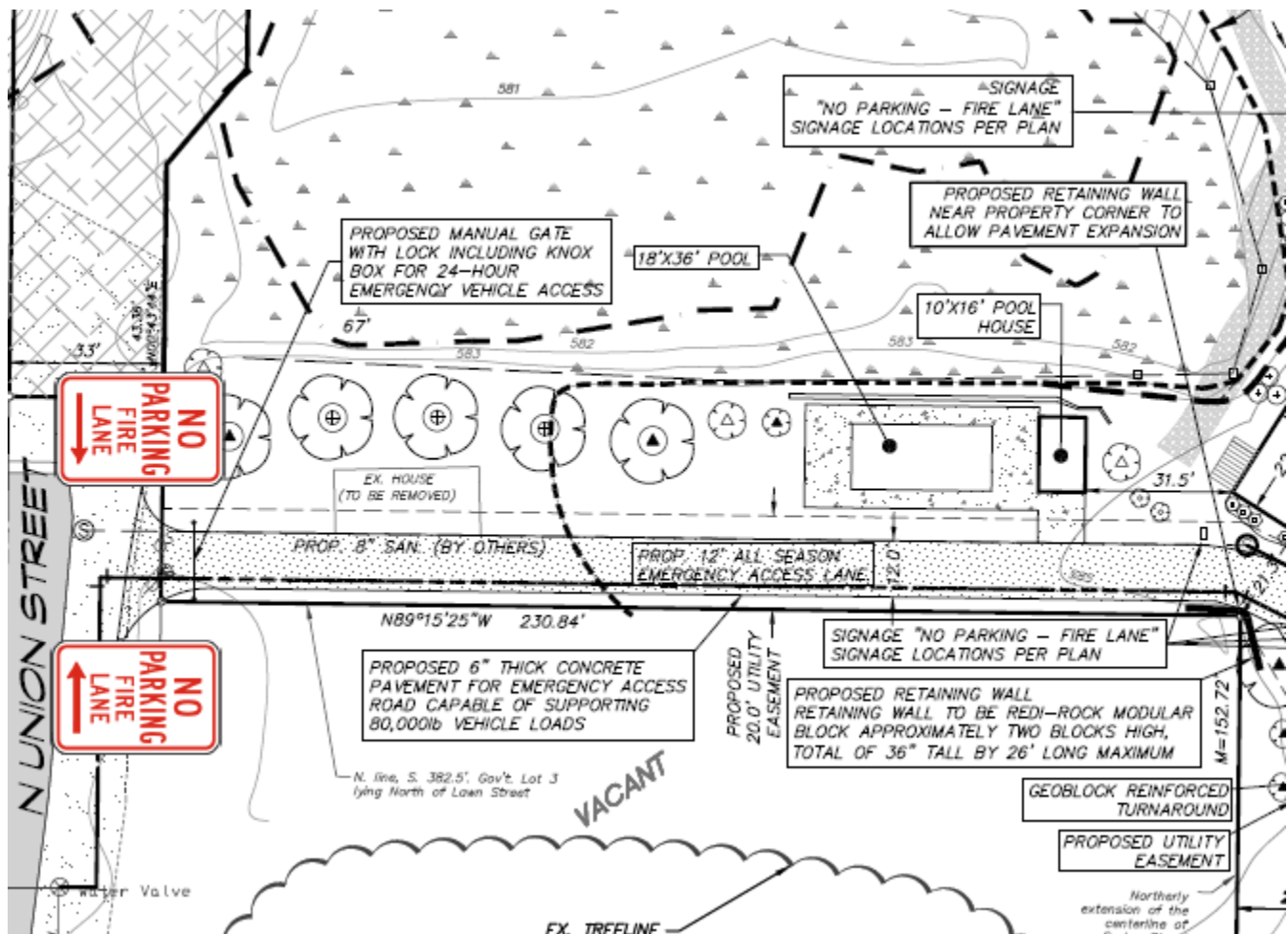


*The Boardwalk at Swingbridge Condominiums Ariel View*

**Background.** Before BDR Inc. acquired the Boardwalk at Swingbridge Condominium, the City and the previous developer entered into a consent judgment as part of ongoing litigation. The lawsuit stemmed from the fact that the development had not received final approval from the City. The plaintiffs argued that the failure to either approve or deny the development application constituted a violation of both the Michigan and United States Constitutions, as well as the Michigan Zoning Enabling Statutes. The consent judgement served as the approved site plan and allowed the previous developer to construct a total of 16 residential condominium units, public boardwalk, private boardwalk, and other recreation amenities such as a swimming pool, and future connection to Union Street. The consent judgement is included in the packet for the Planning Commission's reference. Since the consent judgement went into place, the private boardwalk has been installed, and the sixteen units have been built and granted occupancy.

**Procedure.** Since BDR Inc. is requesting major changes to the site, an amendment to the consent judgment is required. The existing consent judgment is tied specifically to the site plans included as Exhibit B, and only minor modifications are permitted without an amendment per Section 5. of the consent judgement. Section 16 of the consent judgement states that in order to amend the consent judgment, both parties (the City and the developer) must agree to the proposed changes.

The Planning Commission is responsible for reviewing the request and making a recommendation to City Council. Following the Planning Commission's recommendation, City Council will consider the site plan amendment and the associated agreement to the changes. Council may approve, deny, or table the request by resolution. If approved, the developer must then petition the district court to formally amend the consent judgment, which must be recorded.



**Emergency Lane.** The Fire Department and I met on site and also held a Zoom meeting with BDR to discuss the emergency access lane. The majority of the Fire Department's concerns have been addressed, and their review is included in the packet. It should be noted that the setback distance from the emergency access road to the property was not provided. This will need to be

addressed at the meeting. The Fire Department did have one additional request, which is for the developer to install 'No Parking – Fire Lane' signs with directional arrows along the Union Street side to prevent boats and trailers from parking there. This was added as a condition per Fire Departments request.

**Private Boardwalk.** As mentioned in the narrative provided by the applicant, feels that the removal of the internal boardwalk was due to privacy concerns, accessibility and impact on the common area landscaping. I have met with one of the residents from the condominium. They had privacy and safety concerns about the private boardwalk that goes behind their property that leads to the public board walk and private pool area. They are supportive in the elimination of the private boardwalk. The removal of the private boardwalk would be considered acceptable due to privacy concerns and since that the developer and resident have come to agreement with the removal. The residents' concerns about safety and privacy are valid, and eliminating the boardwalk would help address these issues while maintaining the integrity of the common areas. This solution seems to align with the goal of ensuring a safe and private living environment for all residents.

**Landscaping.** There have been notable changes to the landscaping plan compared to the site plan attached to the consent judgement. The proposed site plan now contains no shrubs around the pool area, but now consists of 3 shrubs around the pool house. The trees around units 12 and 13 are now removed. Based on the proposed site plan, more plants have been added around the units of the condominiums. The Planning Commission can determine if these changes are acceptable.

**Swimming Pool Area.** The swimming pool is now geometric compared to the previously approved free form pool. The original site plans shows that the pool house as optional. The developer now would like to construct the pool house as an amenity to the residents using the pool. . A condition has been added to ensure that the pool and the pool house will be constructed per approved site plan.

**Drainage.** On May 2, 2025, the City Engineer, the DPW team, and I conducted a site visit after receiving a report of an open drain running from Union Street to Kalamazoo Lake. Following the visit, the City Engineer determined that a culvert must be installed beneath the emergency lane. Additionally, the drainage swale along Blue Star Highway had not been installed and will need to be addressed. A public utility easement and a drainage easement must also be recorded for the culvert located on the Swingbridge property. The City Engineer has provided a memorandum outlining the full details and recommendations from the site visit.

**Final Thoughts.** The applicant does have the ability to move forward with the swimming pool, and emergency access road as they are required to be built. If the City Council approves the requested amendments, the Applicant will need to continue the process of the amendment of the consent judgement to eliminate the private boardwalk.

**Recommendation.** At the upcoming Public Hearing, the Planning Commission will review the site plan amendment and carefully consider the information presented in this report, as well as comments from the applicant and the public. The Planning Commission should carefully review the documents provided in the packet. If the Planning Commission concurs with the changes being requested, staff recommends that the Planning Commission provide a favorable

recommendation to City Council for the approval of the request to amend the site plan, subject to the conditions shown in the suggested motion below.

**Suggested Motion.** I move to recommend the [approval / approval with conditions / denial ] of the request made by Dave Contant of BDR Inc. for amendment to the approved Boardwalk at Swingbridge condominium site plan under Section 16.24(11)(c) for the property at Swingbridge Condominiums, generally located just north and west of the Blue Star Highway/Union Street intersection, based on the findings outlined in the staff report dated May 2, 2025, on the parcel identified as PPN 59-670-000-00/59-016-024-00, subject to the following conditions:

1. Install “No Parking Fire Lane” signs with arrows at the Union Street side of the emergency lane.
2. The applicant shall obtain a zoning permit prior to building the pool, pool house, emergency access lane.
3. The applicant shall obtain a building permit from MTS before commencing construction.
4. The Emergency Access Lane must be constructed in accordance with the site plan (Project No. 2420157, Sheet C-205) and shall be completed by 11/30/2025, with a final inspection conducted by the Zoning Administrator and City Engineer.
5. The pool, pool house shall be constructed in accordance with the approved site plan (Project No. 2420157, Sheet C-205) and completed no later than 11/30/2025.
6. Landscaping shall be constructed in accordance with the approved site plan (Project No. 2420157, Sheet C-205) and completed no later than 11/30/2025.
7. The culvert shall be installed beneath the emergency access lane to allow water to flow north toward Kalamazoo Lake, in accordance with the City Engineer's memorandum. The installation shall be completed by 11/30/2025.
8. The Drainage Swale shall be constructed per approved utility site plan (Project No. 06200300, G2.10, dated 10/9/11) and shall be completed by 11/30/2025 and to be inspected by the City Engineer.
9. Prior to recording the public utility and drainage easement agreement, the agreement shall be reviewed by the City Attorney. The developer shall record the public utility and drainage easement agreement for the culvert located on the Swingbridge property as no later than 11/30/2025.

Please feel free to contact me with any questions or concerns.

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

**RESOLUTION NO. 14-2025**

**RESOLUTION APPROVING THE AMENDMENT OF THE FINAL  
CONDOMINIUM PLAN FOR THE BOARDWALK AT SWINGBRIDGE,  
A MICHIGAN CONDOMINIUM  
OF THE CITY OF THE VILLAGE OF DOUGLAS,  
ALLEGAN COUNTY, MICHIGAN**

\_\_\_\_\_

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 2<sup>nd</sup> day of June, 2025, at 7:00 p.m.

PRESENT:

ABSENT:

The following Resolution was offered by Councilperson \_\_\_\_\_ and supported by Councilperson \_\_\_\_\_.

**RESOLUTION**

**WHEREAS**, by his entry of a Consent Judgement dated March 4, 2009, in Case No. 08-42855-CZ. entitled “Douglas Lakefront Properties, LLC, Plaintiff, vs. City of the Village of Douglas, et al, Defendants”, the Hon. Kevin W. Cronin, Judge of the Allegan County Circuit Court, ordered and adjudged that the 16-residential unit condominium Site Plan attached as an Exhibit to that Consent Judgement would constitute compliance with the requirements of Article XXIV of the City of the Village of Douglas Zoning Ordinance (excepting only the requirements of Section 24.02(10) and (12) of the Ordinance

regarding the location of utilities and location and design of water supply, stormwater management facilities, wastewater systems, and landscaping for the development of property owned by said Douglas Lakefront Properties, LLC (“Applicant”), within the City of the Village of Douglas; (“City”); and

**WHEREAS**, Applicant caused a Master Deed of The Boardwalk of Swing Bridge, designated Allegan County Condominium Subdivision Plan No. 286 (“Swing Bridge”) to be recorded on November 23, 2011, in Liber 3566, Page, 575, Allegan County Records, in order to submit the Applicant property described in the Consent Judgment to residential condominium development; and

**WHEREAS**, Mr. David Contant, on behalf of BDR, Inc., as the Manager of Applicant, requested the City approve changes (the “Requested Changes”) to the Swing Bridge Site Plan, Master Deed (as it may have been amended, the “Master Deed”) and Condominium Subdivision Plan (Exhibit “B” to the Master Deed, to wit:

- a. Eliminate the internal private-use boardwalk;
- b. Modify required landscaping surrounding the pool area (not approved by Planning Commission);
- c. Expand the width emergency fire lane;
- d. Add a pool house (previously shown as “optional”); and
- e. Modify pool size and shape.

**WHEREAS**, the Requested Changes are not clearly “small changes” as described by the Consent Judgment which may be implemented to the Site Plan without both a written agreement of the parties and an Order of the Allegan County Circuit Court approving the Requested Changes; and

**WHEREAS**, the Requested Changes were presented to the Planning Commission at its regularly scheduled meeting on May 8, 2025; and,

**WHEREAS**, the Planning Commission has forwarded a favorable recommendation, subject to conditions, to the City Council for approval of the Revised Site Plan, finding that the proposed Revised Site Plan satisfies all Standards for Approval outlined in Sections 16.24(7) and 16.24(11) of the City of the Village Douglas Zoning Ordinance; and

**WHEREAS**, the Condo Act requires an amendment of a Master Deed, also required by Section 16.24(12) of the City of the Village of Douglas Zoning Ordinance; and

**WHEREAS**, should the Council approve the Revised Site Plan, the Applicant will be required to (i) demonstrate to the reasonable satisfaction of the City attorney compliance with the applicable Condominium Act and Master Deed requirements for the approval of an amendment to the Master Deed and Condominium Subdivision; (ii) prepare and submit to the City attorney a proposed full or partial Replat of the Condominium Subdivision Plan which, together with the proposed final Amendment to the Master Deed, is consistent with the Revised Site Plan and all approval requirements and conditions of City Ordinances consistent with the Consent Judgment and the Council's approval resolution; (iii) join with the City to obtain from the Allegan County Circuit Court an Order amending the Consent Judgment to authorize the approved Requested Changes and Revised Site Plan; and (iv) record the Amendment to the Master Deed and Replat of the Condominium Subdivision Plan.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

That the Council of the City of Douglas approves the Requested Changes approved by the Planning Commission and the Revised Site Plan for the Boardwalk at Swing Bridge Condominium development,

generally located north of the intersection of Washington Street and Blue Star Highway (PPN: 59-670-000-00/59-016-024-00) in the City of Douglas, Michigan, subject to the following conditions:

- 1) Applicant shall have demonstrated to the reasonable satisfaction of the City attorney that the Applicant has secured any Co-owner and mortgagee approvals, if any, as are required by the Condominium Act or Master Deed for the recording of an Amendment to the Master Deed and Replat of the Condominium Subdivision Plan consistent with the approved Requested Changes and the Revised Site Plan, prior to the joint submission of a proposed Order Amending the Consent Judgment for entry by the Allegan County Circuit Court.
- 2) The City Attorney shall have approved the final Amendment to the Master Deed and Replat of the Condominium Subdivision Plan prior to the joint submission of a proposed Order Amending the Consent Judgment for entry by the Allegan County Circuit Court. authorized in the following paragraph.
- 3) Upon its recording in the office of the Allegan County Register of Deeds, the Applicant, at its expense, may cause the Amendment to the Master Deed and Replat to be recorded in the office of the Allegan County Register of Deeds and shall provide to the City without charge a recorded copy within ten (10) days of its recording. Said amendment shall be recorded prior to the issuance of any zoning permits for the proposed improvements.
- 4) The City Manager is hereby authorized to join with the Applicant in requesting that the Allegan County Circuit Court amend the Consent Judgment entered in



Case No. 08-42855-CZ, to approve the City-approved Requested Changes and Revised Site Plan. Upon entry of such Order, the Applicant at its expense shall cause the Order to be recorded in the office of the Allegan County Register of Deeds and shall provide to the City without charge a recorded copy thereof within ten (10) days of its recording.

- 5) The applicant shall submit revised drawings incorporating the recommendations of the City Engineer.
- 6) Install “No Parking Fire Lane” signs with arrows at the Union Street side of the emergency lane.
- 7) The applicant shall obtain a zoning permit prior to building the pool, pool house, emergency access lane.
- 8) The applicant shall obtain a building permit from MTS before commencing construction.
- 9) The Emergency Access Lane must be constructed in accordance with the site plan (Project No. 2420154, Sheet C-205) and shall be completed subject to the ruling of the court of the consent judgment with a final inspection conducted by the Zoning Administrator and City Engineer.
- 10) Landscaping around the pool shall be constructed in accordance with the original consent judgement site plan and completed subject to the ruling of the court of the consent judgment.
- 11) The culvert shall be installed beneath the emergency access lane to allow water to flow north toward Kalamazoo Lake, in accordance with the City Engineer's

memorandum. The installation shall be completed subject to the ruling of the court of the consent judgment.

- 12) The Drainage Swale shall be reconstructed along the drainage easement per approved utility site plan (Project No. 06200300, G2.10, dated 10/9/11) and shall be completed subject to the ruling of the court of the consent judgment and to be inspected by the City Engineer.
- 13) The developer shall enter into a stormwater maintenance agreement for the culvert, and a water and sanitary sewer utility easement agreement, subject to the ruling of the court of the consent judgment.
- 14) Insofar as in conflict with this Resolution, any prior Council resolutions in conflict with this Resolution are deemed rescinded and revoked by the adoption of this Resolution.
- 15) Subject to the conditions stated above, this Resolution shall take effect immediately upon City Council approval.

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

**ADOPTED** this 2<sup>nd</sup> day of June, 2025.

**CITY OF THE VILLAGE OF DOUGLAS**

\_\_\_\_\_  
LAURA KASPER, CITY CLERK

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CATHY NORTH, MAYOR

\_\_\_\_\_  
DATE

**BDR, INC. (DEVELOPER)**

BY: \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(NAME)

ITS: \_\_\_\_\_  
(TITLE)

**SWINGBRIDGE HOA**

BY: \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(NAME)

ITS: \_\_\_\_\_  
(TITLE)

**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 June 2, 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

## Memorandum

Date:	5/2/2025
To:	Mr. Sean Homyen, Planning and Zoning Administrator
Company:	City of the Village of Douglas
From:	Lucas Timmer, P.E.
Project #:	2250320
Re:	Swingbridge and Union Street Drainage

Today the Douglas DPW, you, and I met on site to review the issues pertaining to the 2010 Swingbridge Development and the Union Street Boat Launch relative to the parcel owned by Joseph Milauckas (176 Blue Star Highway, Parce Number 59-016-016-00). Following this meeting, we received records from the City of Douglas pertaining to these issues. Below is a summary of these issues and some comments regarding our review both in the field and in the office of the documents received.

### **Swingbridge Emergency Access Drive and Culvert**

We first reviewed the Swingbridge emergency access that was part of the proposed development drawings (see below) but does not appear to have been constructed. When this driveway is constructed, it is recommended that a driveway culvert is installed to not continue to block drainage on parcel 59-016-016-00 site from the south (upstream) to the north (downstream). There is evidence anecdotally, from state contour data, and historic aerials that before the Swingbridge development was in place that this area had a swale that flowed to the north into Kalamazoo Lake. This swale currently appears blocked and as part of the emergency access construction, a culvert should be installed to return flow to the north towards Kalamazoo Lake.

### **Drainage East of Union Street Boat Launch Parking Lot**

Review also occurred at the Union Street Boat Launch Parking Lot regarding the drainage swale. In March of 2008, the City of Douglas and Joseph Milauckas entered into a revocable license agreement to allow the City to use parcel 59-016-016-00 for public use parking. The license agreement also indicates that the site before 2008 already had existing parking, signage, and a light pole on the property that were being used for this boat launch (known as “Improvements” in the easement document). The conditions of this agreement allow the City to use and maintain the “Improvements” (per Section 1 of this license agreement). In addition, if the City were to alter or change any portion of the property due to the “construction or maintenance of the Improvements under this agreement”, the City then would be responsible for restoring to its original condition (per Section 3 of this license agreement). Other conditions of use were also described including the City removing “litter from the hedge and land east of the hedge on a regular basis”, prohibiting the City from “cutting and trimming the hedge presently on the east side of the parking area”, the City “limiting the number and placement of parking curbs and other improvements without

Mr. Sean Homyen  
5/2/2025  
Page 2

approval of the Licensor”, and the City “keeping and maintaining the natural state of the Property” (Section 4 of the License Agreement).

The property owner has brought up concerns with drainage on this property to the City. The agreement does not appear to indicate anything requiring any drainage improvements on the property (as the Improvements refer to the preexisting parking lot, light pole, and signage, not the drainage swales on the owner’s property) by the City. In addition, the license agreement prohibits removal of the hedge east of the parking lot which appears to be within the area where drainage would occur and would thus likely be needed to improve drainage in this area.

The City should review this license agreement further with their attorney to determine the responsibilities of the City in this agreement and may want to consider having a meeting with the property owner, the City, and the City’s attorney to discuss drainage responsibilities of each party.

### **Blue Star Highway Drainage and Staybridge Development Drainage**

The final area reviewed was how Blue Star Highway’s roadway drainage (last improved in 1996) drains into the Swingbridge property and how the drainage then heads west and then north into parcel 59-016-016-00. Per the approved drawings by the City of Douglas’ engineer back in 2010, the developer was required to construct a 1 foot flat bottom ditch a minimum of 1 foot deep with 1V:3H side slopes (see drawings below). This ditch does not appear to ever have been constructed (see photos below) as there does not appear to be a swale capturing this water within the Swingbridge Development and the 10 foot easement on parcel 59-016-016-00. In addition, the location of the silt fence also suggests this swale was not suggested as the silt fence would have been located west of where the swale was located) as silt fence should be beyond the limits of site disturbance but this silt fence is instead on the east side of the swale.

The easement signed by Joseph Milauckas back in 2011 given to the City of Douglas on his parcel 59-016-016-00 indicated that “The Developer has agreed to undertake the initial construction and restoration of the drainage way” (Section 4 of the easement) and that “the City agrees to undertake the repair, maintenance, replacement, and improvement of the drainage way” in the future (Section 5 of the easement). With the drainage way not appearing to have been constructed, the development should construct this drainage way so that it does not continue to drain outside of the easement onto parcel 59-016-016-00.

The City then would still be required to maintain the ditch that Blue Star Highway drains into while in the right-of-way as this is their responsibility due to it being the right-of-way. However, the Developer should then construct the remaining portion of the ditch up to the 18 inch culvert per the drawings.

In the future, it is not clear if the City then is responsible for the ditch on the development property as at the time of the writing the City did not locate a drainage and public utility easement from the Swingbridge development. The City should confirm these requirements with the development as this language would also cover not only drainage but also the City’s and KLSWA’s ability to maintain the water and sanitary sewer utilities in this easement. It is

Mr. Sean Homyen  
5/2/2025  
Page 3

clear though that in the future, the portion of the drainage way on parcel 59-016-016-00 does need to be maintained and improved by the City per the signed easement agreement.



Blue Star Highway storm sewer drainage ditch within right-of-way (City responsibility)



Blue Star Highway storm sewer drain outlet (12 inch)



Mr. Sean Homyen  
5/2/2025  
Page 4



Roadside ditch then drains north onto Swingbridge and Milauckas property. No swale appears to be constructed and notice silt fence east of where swale disturbance would have been.



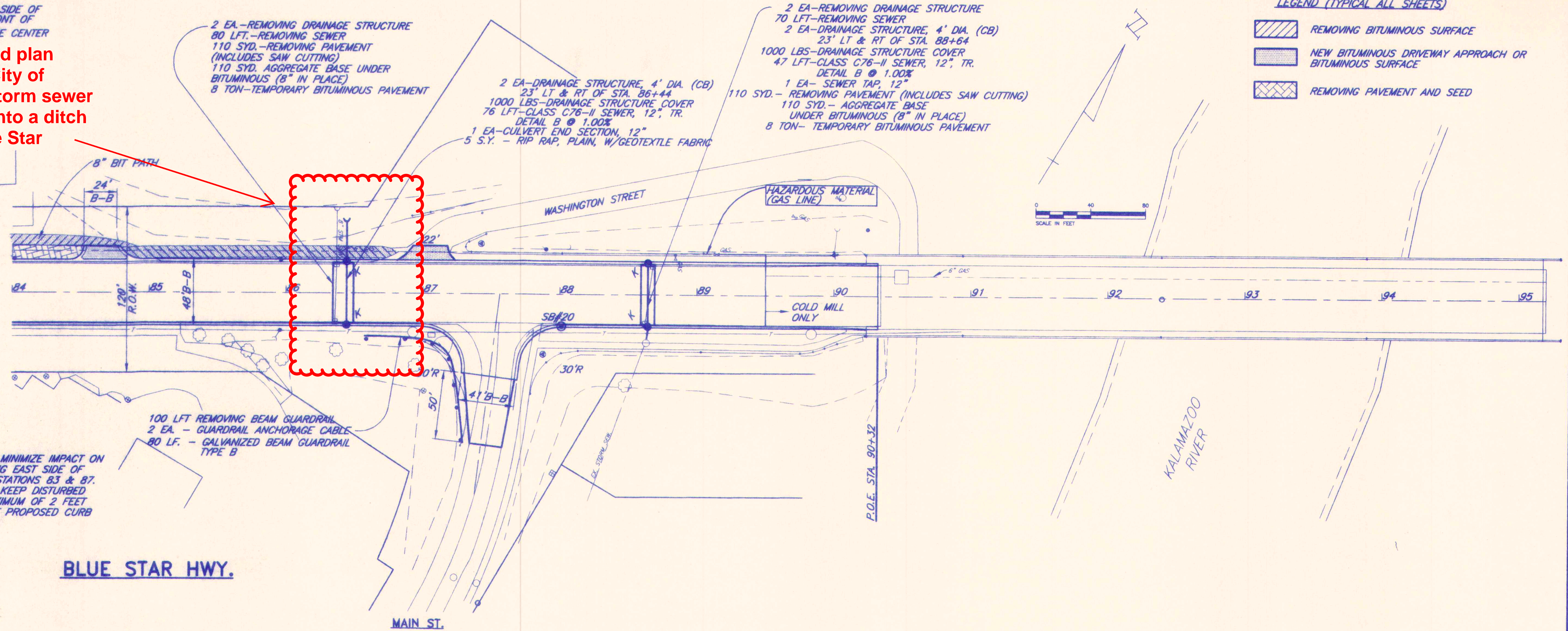
Roadside ditch then drains north onto Swingbridge and Milauckas property. No swale appears to be constructed and notice silt fence east of where swale disturbance would have been.



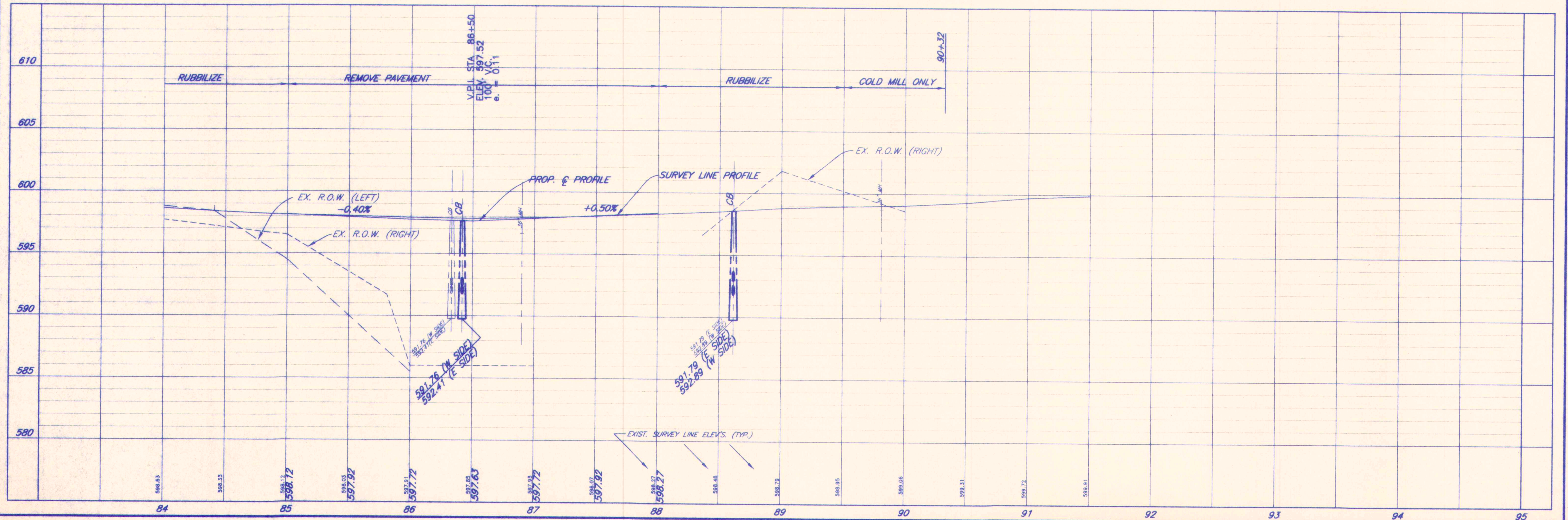
BM #12 ELEV. 599.53  
NAIL SE SIDE PP. WEST SIDE OF  
BLUE STAR HWY., IN FRONT OF  
HARBOR VILLAGE WELCOME CENTER

1996 record plan  
showing City of  
Douglas storm sewer  
drainage into a ditch  
along Blue Star  
Highway

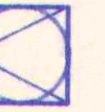
SEE SHEET # B



BLUE STAR HWY.



FLEIS & VANDENBRINK  
ENGINEERING, INC.  
847 2nd Street S.E. Suite 11 Grand Rapids, MI 49506  
Phone: (616) 226-5863



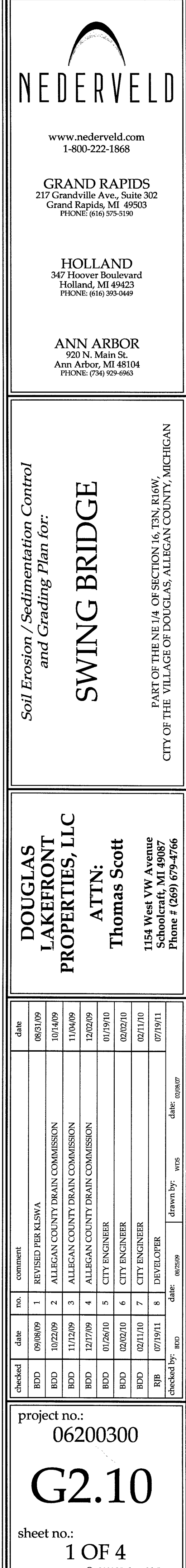
NO.	DATE	BY	REVISIONS

VILLAGE OF DOUGLAS  
DOUGLAS, MICHIGAN  
BLUE STAR HIGHWAY  
PLAN AND PROFILE

PROJECT MGR	DATE
P.R.G.	11/95
DRAWN BY	DATE
J.F.F.	5/95
CHECKED BY	DATE
L.J.F.	11/95
FILE	EDIT
2220C6	JLL121096
SCALE	1:40
DRAWING	40
PLOT	
PROJECT	2220

9/27



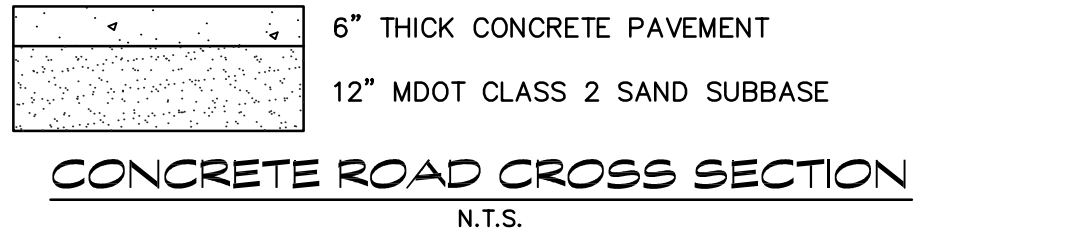
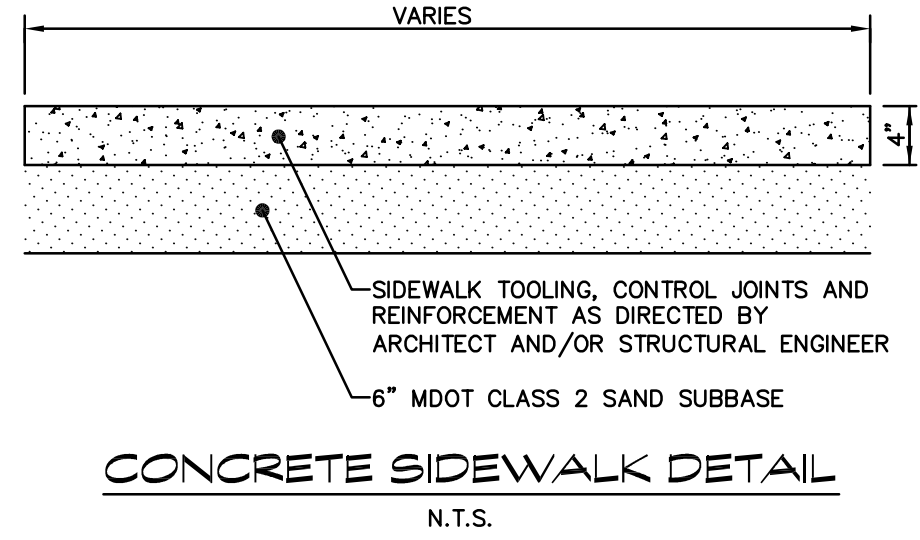




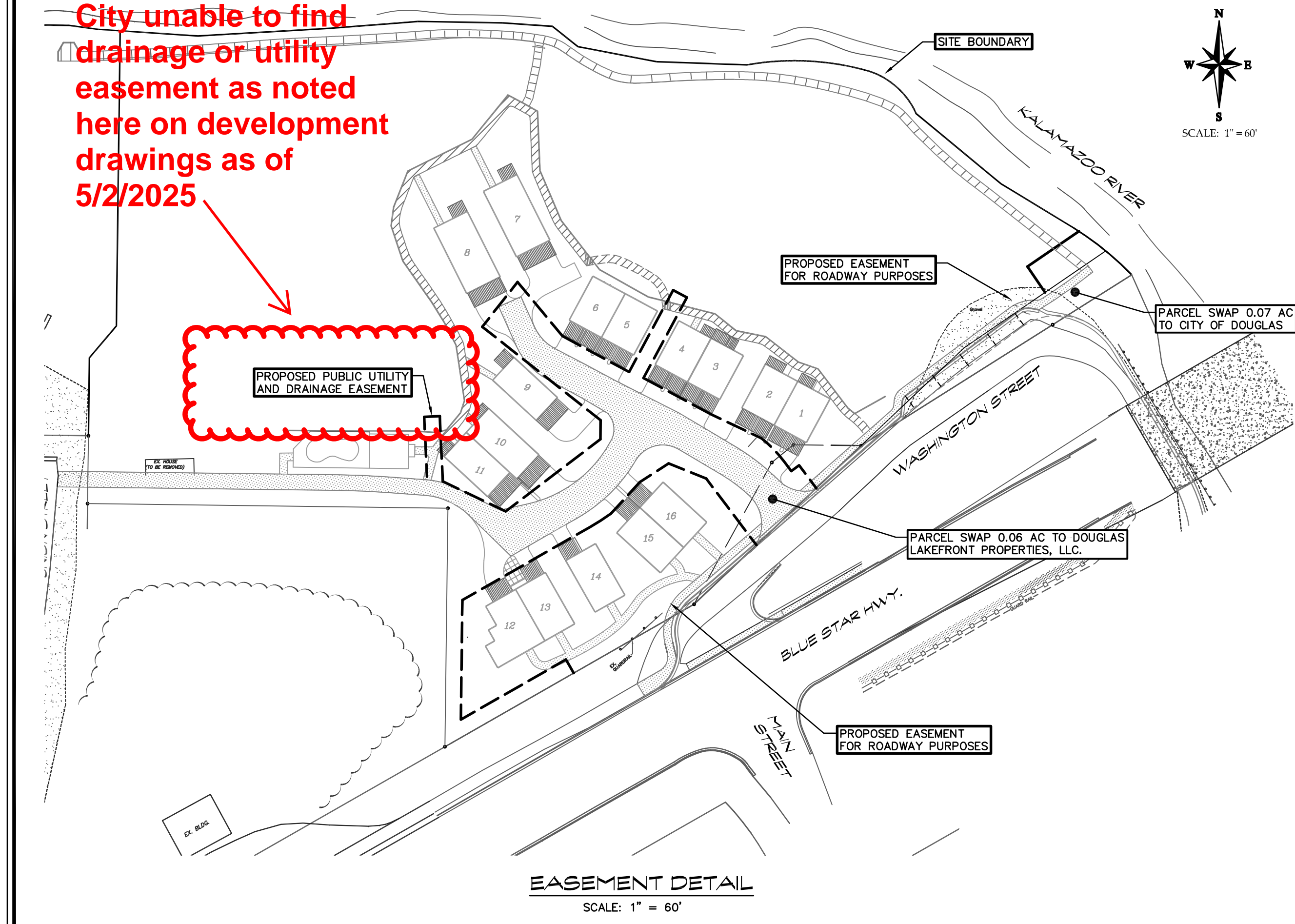
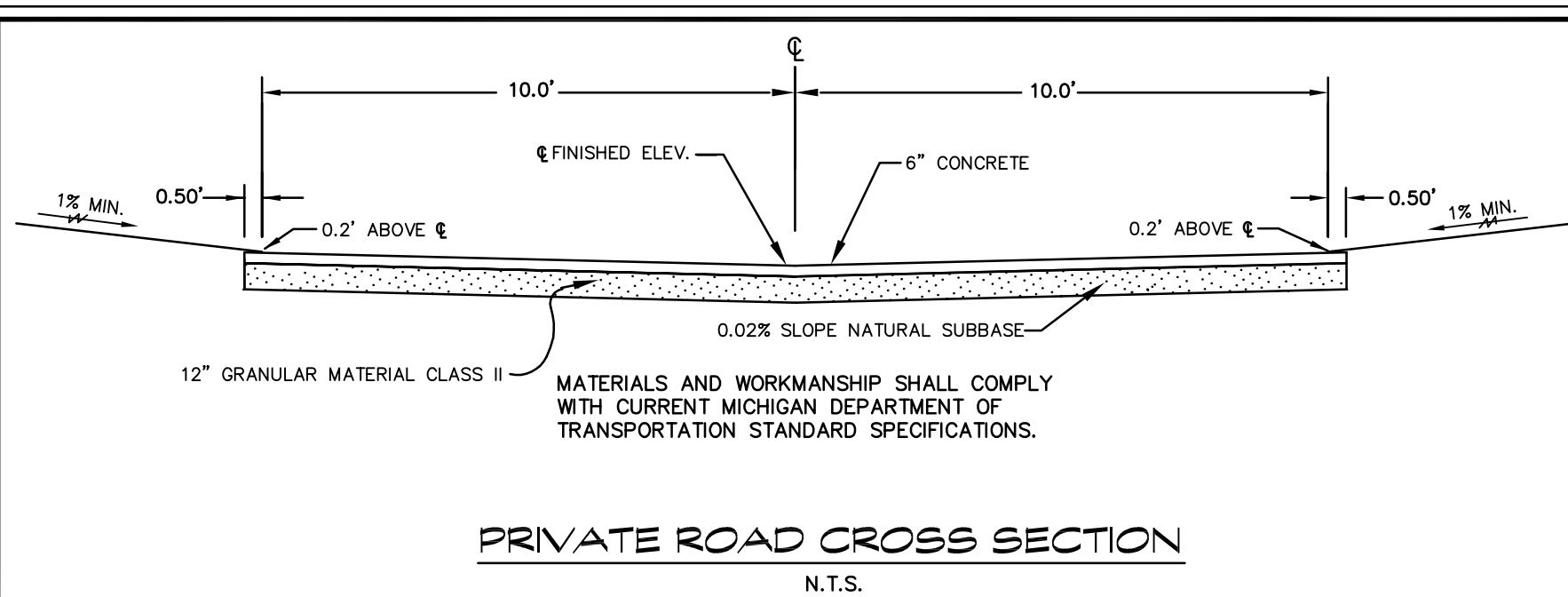
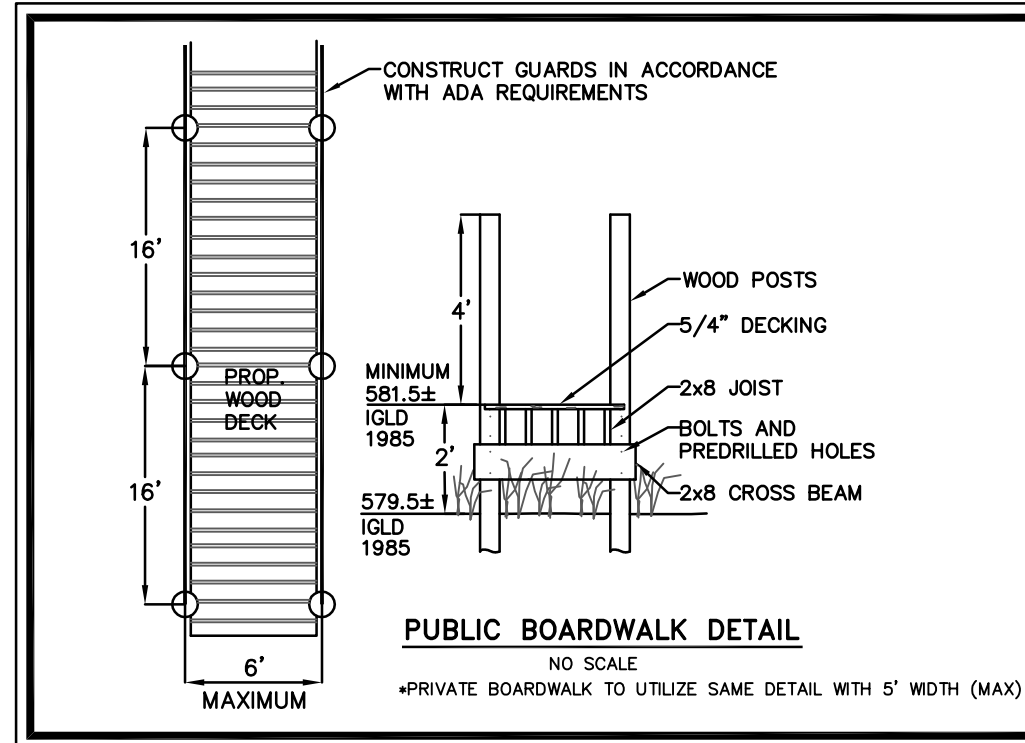
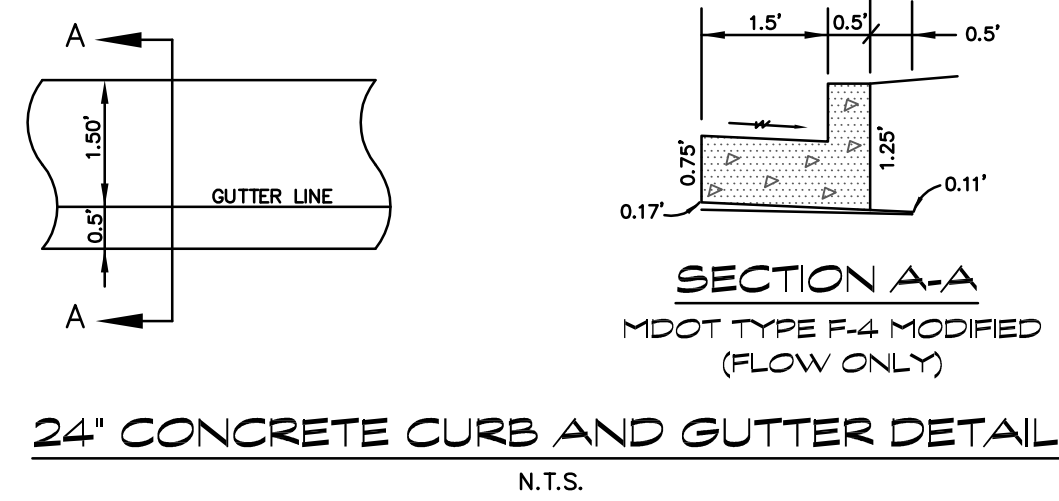


Know what's below.  
Call before you dig.

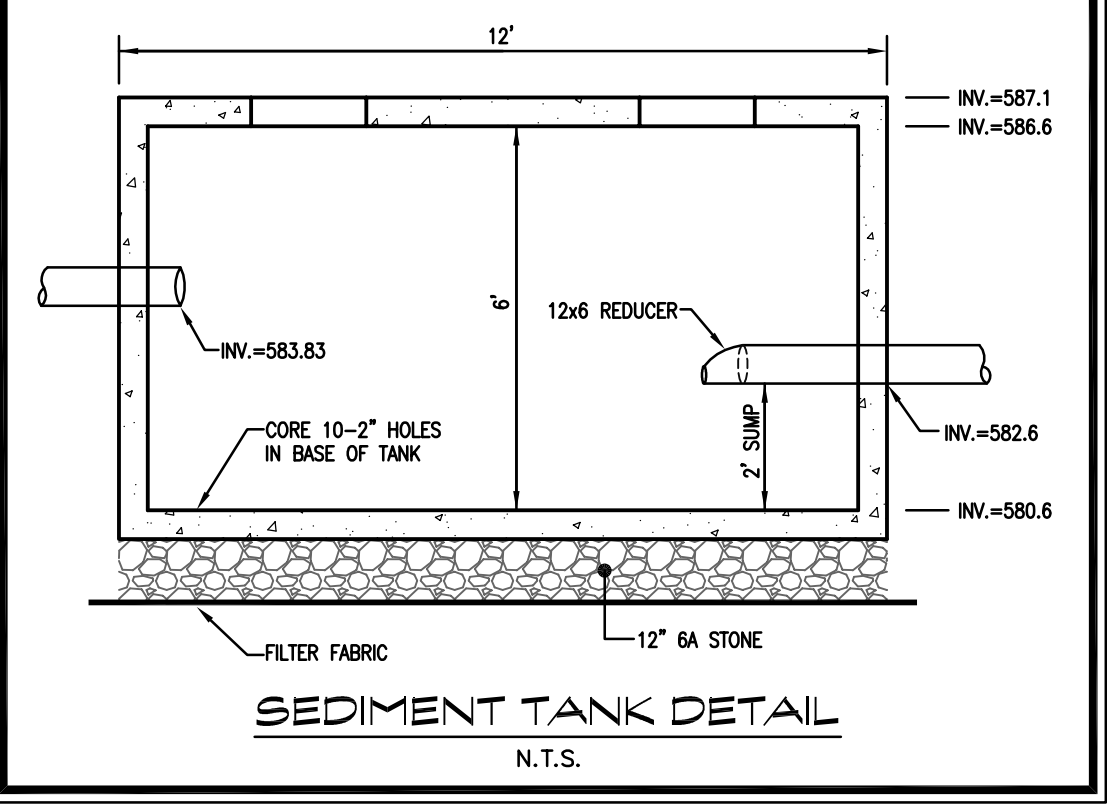
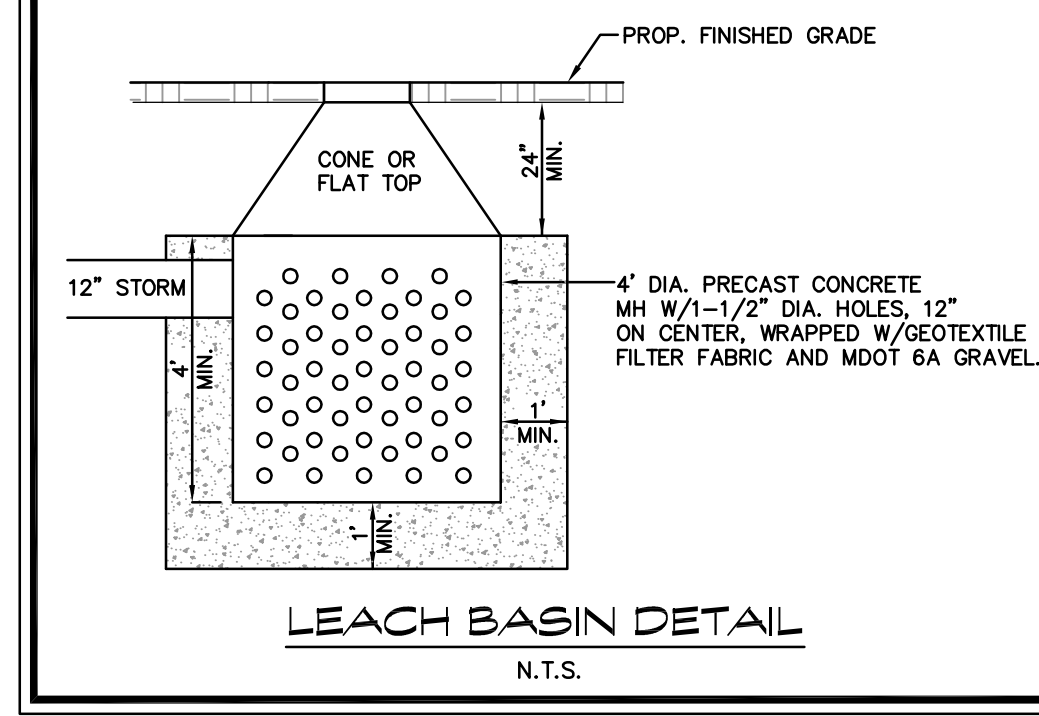
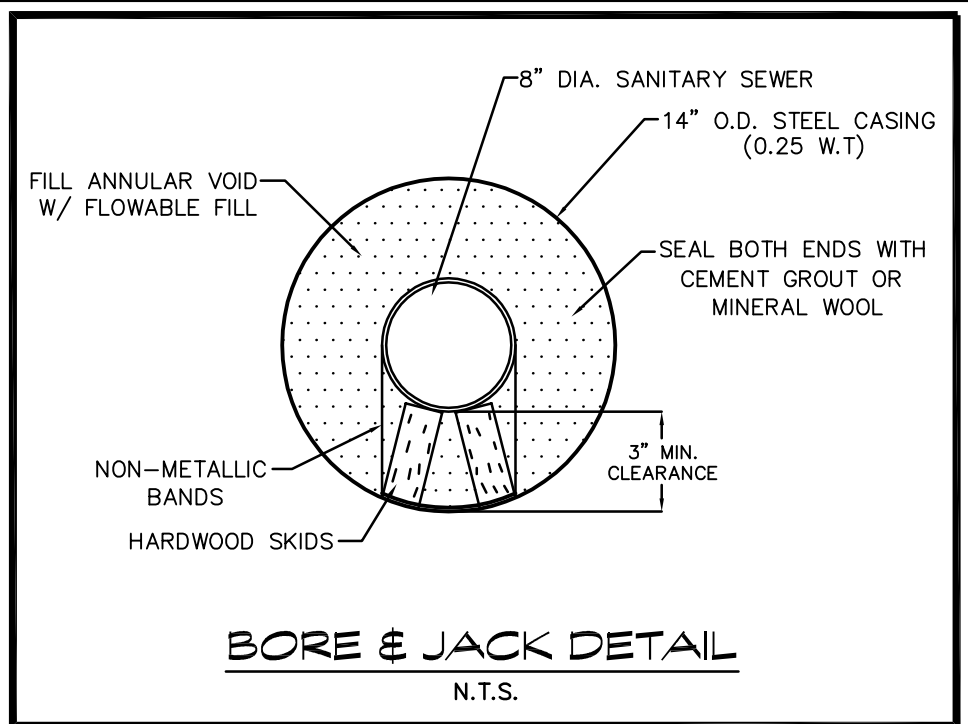
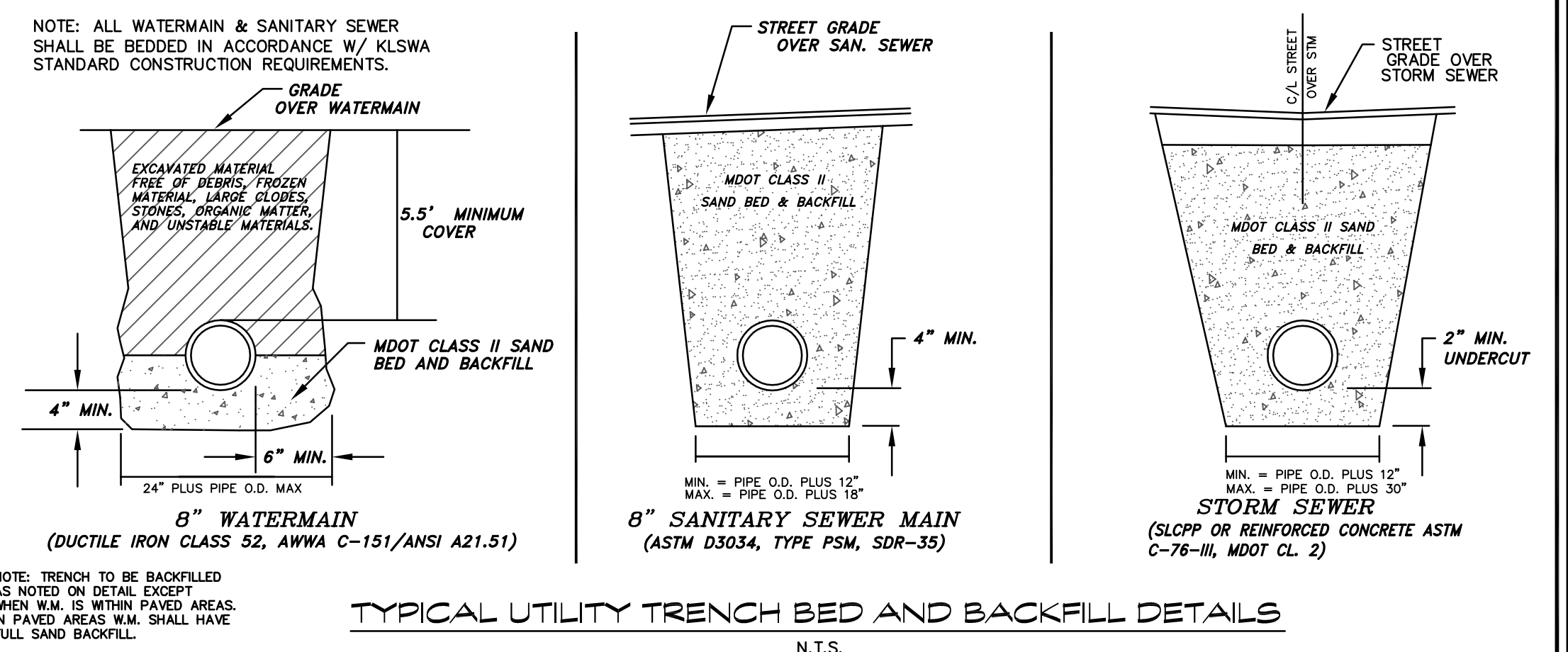
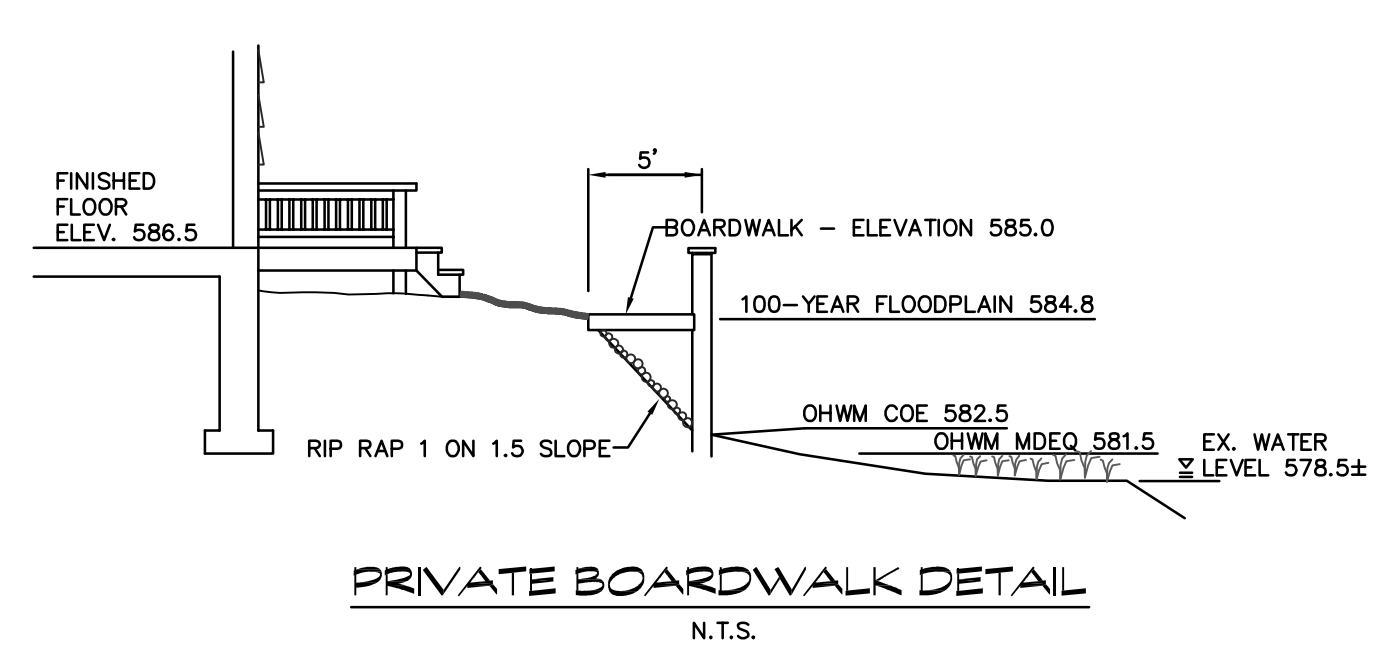
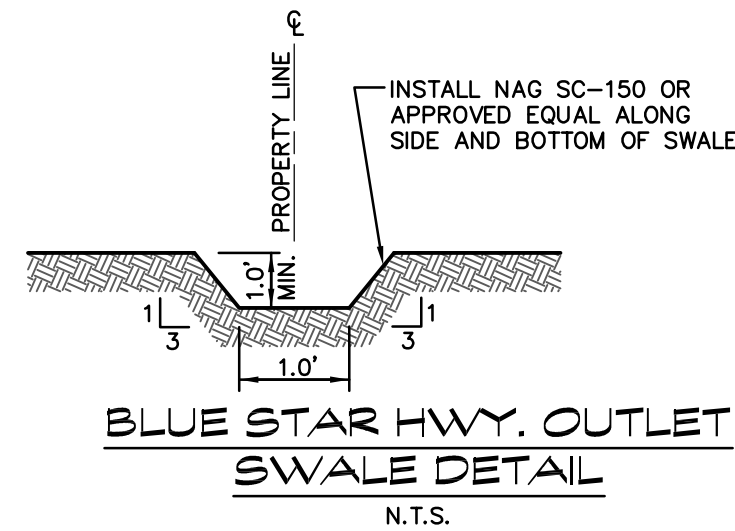
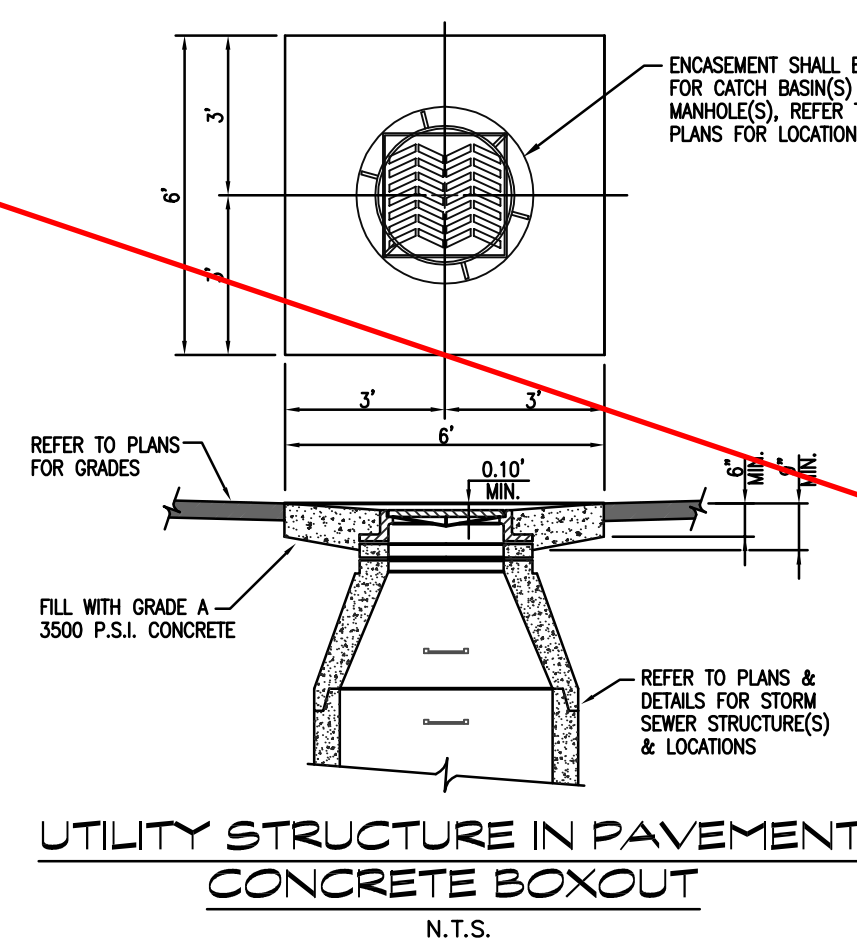
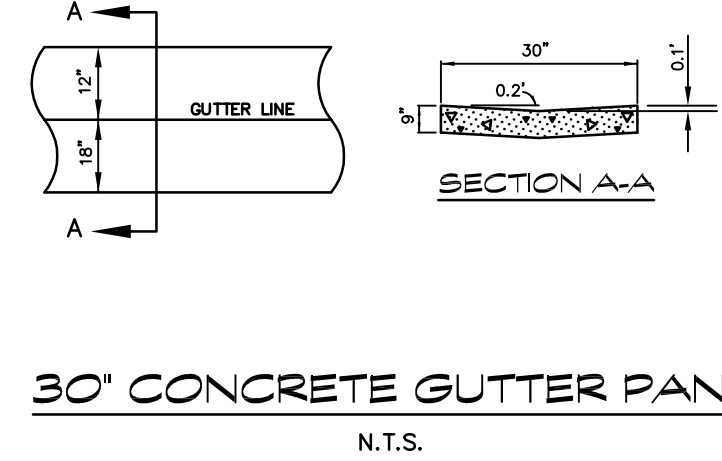
UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.



NOTE: REFER TO GEOTECHNICAL REPORT FOR FINAL PAVEMENT DESIGN SPECIFICATION



Swale does not appear to have ever been constructed per this detail.



**NEDERVELD**  
www.nederveld.com  
1-800-222-1868  
GRAND RAPIDS  
217 Grandville Ave., Suite 302  
Grand Rapids, MI 49503  
PHONE: (616) 575-5190  
HOLLAND  
347 Hoover Boulevard  
Holland, MI 49423  
PHONE: (616) 393-0449  
ANN ARBOR  
920 N. Main St.  
Ann Arbor, MI 48104  
PHONE: (734) 929-6953

Soil Erosion / Sedimentation Control  
and Grading Plan for:  
**SWING BRIDGE**  
PART OF THE NE 1/4 OF SECTION 16, T3N, R14W,  
CITY OF THE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN

**DOUGLAS LAKEFRONT PROPERTIES, LLC**  
ATTN: Thomas Scott  
1154 West YW Avenue  
Schoolcraft, MI 49087  
Phone # (269) 679-4766

checked	date	no.	comment	date	no.	comment	checked by	date	no.	comment
BDD	09/08/09	1	REVISED PER KLSWA	08/31/09						
BDD	10/22/09	2	ALLEGAN COUNTY DRAIN COMMISSION	10/14/09						
BDD	11/12/09	3	ALLEGAN COUNTY DRAIN COMMISSION	11/04/09						
BDD	12/17/09	4	ALLEGAN COUNTY DRAIN COMMISSION	12/02/09						
BDD	01/26/10	5	CITY ENGINEER	01/19/10						
BDD	02/02/10	6	CITY ENGINEER	02/02/10						
BDD	02/11/10	7	CITY ENGINEER	02/11/10						
		8								

project no.:  
**06200300**  
**DET1.7**  
sheet no.:  
**4 OF 4**  
© 2008 Nederveld, Inc.





## Final plan review letter from 2010

February 17, 2010  
Project No. G100033

Mr. Ryan Kilpatrick  
City Planner  
City of the Village of Douglas  
86 West Center Street  
Douglas, MI 49406

Re: Swing Bridge Development

Dear Ryan:

We have reviewed the site plans for the referenced project dated February 11, 2010, consisting of Sheets 1 through 4 and labeled as: G1.7, C1.7, C2.7, and DET1.7.

Based on our review of these plans, our discussions with Mr. Tom Desmet at KLSWA, and our discussions with Mr. Glen Pomp at the Allegan County Drain Commissioners office, it appears that the developer has addressed all of the review comments noted in our original review letter dated January 20, 2010, in our meeting with the developer's engineer on February 2, 2010, and in our e-mail on February 11, 2010.

If you have any questions or require additional information, please contact me at 616-464-3946.

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.

Brian G. Vilmont, P.E.

tlc

By e-mail

cc: Mr. Brent DeRose - Nederveld and Associates

1515 Arboretum Dr., SE  
Grand Rapids, MI  
49546  
ph: 616.575.3824  
fax: 616.575.8155  
[www.ftch.com](http://www.ftch.com)

STATE OF MICHIGAN Allegan County  
Joyce A. Watts Register of Deeds

Item 8B.

RECORDED

September 15, 2011 12:52:14

Liber 3545 Page 646-649 EASE  
FEE: \$23.00



Liber 3545 Page 646 #2011017097

**Swingbridge drainage way  
easement 2011**

DRAINAGE EASEMENT

THIS INDENTURE is entered into this 14 day of Sept., 2011 by Joseph J. Milauckas, married (the Grantor), whose address is 2887 Lake Shore Drive, Saugatuck, Michigan and the City of the Village of Douglas, with offices at 86 West Center Street, Douglas, Michigan, 49406 (the "City").

WITNESSETH:

WHEREAS, the Grantor is the owner of real property in the City of Douglas, Allegan County, Michigan as described in the attached Exhibit A (the "Property"); and

WHEREAS, the Grantee is the City of the Village of Douglas; and

WHEREAS, the City has received and approved development plans dated 7/19/11 from the adjacent property developer, The Boardwalk at Swing Bridge, whose address is 113 Chestnut Street, Allegan, Michigan, 49010 (the "Developer"). The developer wishes to construct a drainage way improvement to convey surface water from Blue Star Highway across the Property to Kalamazoo Lake within an easement on the Property as described in the attached Exhibit A. Said improvements shall be as detailed and specified in the approved development plans; and

NOW, THEREFORE, the Grantor, for and in consideration of:

1. The sum of one dollar (\$1.00), the receipt of which is hereby acknowledged, does hereby grant, warrant and convey to the City a permanent easement over and across the premises lying within The City of the Village of Douglas, Allegan County, Michigan, and more particularly described on the attached Exhibit A which is incorporated by reference the "Easement Description".
2. That Easement shall be for the construction, installation, repair, maintenance, and improvement of a water drainage course and related appurtenances that will be located completely within the area defined in the Easement Description.
3. Grantor and its lessees, successors, or assigns may use the Easement for access to its property, utilities, and for any other purpose which would not unreasonably interfere with the uses permitted to the City, including, without limitation landscaping, drainage, construction of driveways, installation of utilities including sewer and water, and related improvements; provided that no building shall be erected in the Easement. The Grantor reserves the right to enclose the drainage swale upon approval of the City. Such approval by the City shall not be unreasonably withheld.

4-  
19-  
(4)

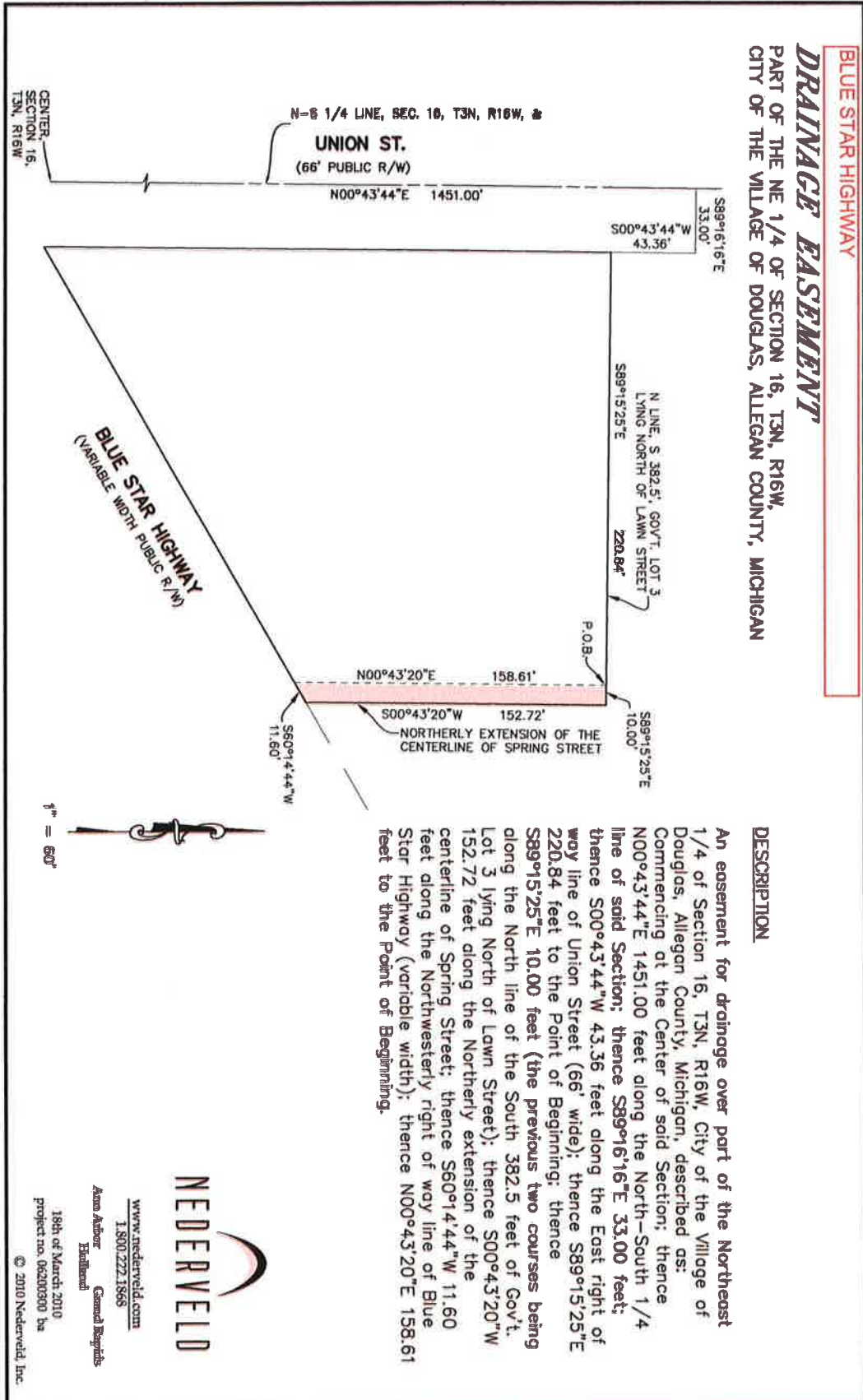
4. The Developer has agreed to undertake the initial construction and restoration of the drainage way.

5. The City agrees to undertake the repair, maintenance, replacement and improvement of the drainage way improvements and related appurtenances in an expeditious and conscientious manner so as to minimize interference with the use of the area of the Easement and the adjacent land. Should the City, in its reasonable discharge of its obligations, be required to enter upon the parent parcel, it shall have the right to do so upon prior notice to grantor and shall restore any disturbed areas to their original condition prior to the activity.

6. The Grantor hereby agrees to save and hold the City harmless from any and all claims, debts, causes of action or judgments for any damage to property and/or injury to any person which may arise out of any use of the Easement areas by the Grantor, its agents, employees, representatives, contractors, successors or assigns.

7. The City hereby agrees to save and hold the Grantor harmless from any and all claims, debts, causes of action or judgments for any damage to property and/or injury to any person which may arise out of any use of the Easement areas by the City, its agents, employees, representatives, contractors, successors or assigns.

# EXHIBIT "A"



8. The Grantor reserves the right to grant to others additional Easement rights in the Easement hereby being granted, for the installation and maintenance of gas, electric power, telephone structures and lines; said right being subject to approval by the City as to the location of the proposed easement and utilities. Such approval by the City shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this instrument as of the day and year first above written.

GRANTOR :

Sign Joseph J. Milavukas  
Print Joseph J. Milavukas

WITNESS:

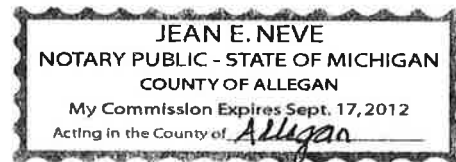
Sign: Pamela R. Calderink  
Print: PAMELA R. CALDERINK

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF ALLEGAN )

On this 14 day of Sept., 2011, before me, a Notary Public, personally appeared Joseph Milavukas, to me known to be the same person who signed and is described in the above instrument, and acknowledged the same to be his free act and deed.

Sign Jean E. Neve

Notary Public, State of Michigan, County of Allegan  
Acting in the County of Allegan  
My Commission Expires 9-17-2012



GRANTEE : City of Douglas

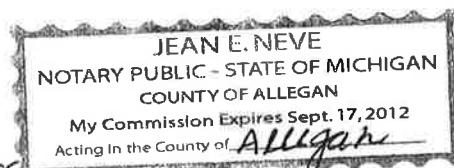
Sign R. Waddell  
Print RENÉE WADDELL

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF ALLEGAN )

On this 14 day of Sept, 2011, before me, a Notary Public, personally appeared Renée Waddell, to me known to be the same person who signed and is described in the above instrument, and acknowledged the same to be his free act and deed.

Sign Jean E. Neve

Notary Public, State of Michigan, County of Allegan  
Acting in the County of Allegan  
My Commission Expires 9-17-2012



Prepared by Fishbeck, Thompson + Carr  
✓ 1515 Arboretum SE  
Grand Rapids Charter Twp. 49546  
616-575-3824



**Union Street Boat Launch  
revocable license agreement**

Item 8B.

**REVOCABLE LICENSE AGREEMENT**

**Union Street Boat Launch**

THIS AGREEMENT is entered into this 17th day of March, 2008, by and between the **CITY OF THE VILLAGE OF DOUGLAS**, a Michigan Municipal Corporation of Allegan County, Michigan, hereinafter referred to as the "City" and **JOSEPH J. MILAUCKAS, JR.**, residing at 2885 Lakeshore Drive, P.O. Box 121, Saugatuck, MI 49453, hereinafter referred to as the "Licensor."

**STATEMENT OF AGREEMENT**

The City owns and operates a boat launch located at the end of Union Street, north of the Blue Star Highway, Douglas, Michigan. Licensor is the owner of certain real property located east and adjoining Union Street, which is legally described on the attached **Exhibit A**, and designated as Permanent Parcel No. 03-59-016-016-00 ("Property"). The City desires to use Licensor's Property for purposes of parking on the Property in order to allow public use of the Union Street Boat Launch. The existing parking area, signage, and existing light pole located thereon shall hereinafter be referred to as the "Improvements."

The purpose of this Agreement is to outline the terms and conditions whereby Licensor has granted to the City the right to use the Property for purposes of the Improvements.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES  
CONTAINED HEREIN, THE CITY AND THE LICENSOR DO AGREE AS FOLLOWS:**

**1. Use and Maintenance of the Improvement.** The Licensor hereby grants to the City a revocable license to use the Property as described on the attached **Exhibit A** for the purposes of public parking for the Union Street Boat Launch. The City shall be permitted to install signage and bumper barricades on the Property for purposes of designating areas for parking.

2. **Insurance/Indemnification.** During the term of this Agreement, the City shall maintain a general liability policy in the amount of \$1,000,000, naming the Licensor as an additional named insured for claims, actions, and liabilities relating to the Property and the Improvements. To the extent authorized by law and for any claim, action, or liability which is not covered by insurance, City hereby covenants and agrees to indemnify, defend, and hold harmless the Licensor from any claims, demands, or suits by any person or entity arising out of or connected with the construction, installation, erection, maintenance, or use of the Improvements within the public right-of-way as outlined herein. This covenant of indemnification shall include any attorney fees and costs incurred by the Licensor in connection with the defense of such claims, demands, or suits of any person or entity. All expenses incurred by the City in the construction, installation, or maintenance of said Improvements shall be the sole expense of the City.

3. **Restoration of Public Improvement.** In the event that City should alter or change any portion of the Property as a result of the construction or maintenance of the Improvements under this agreement, the City shall restore the public improvements to its original condition to the extent as is reasonably practical without expense to the Licensor.

4. **Conditions of Use by the City.** The City agrees that the following conditions shall apply to the use of the Property and the Improvements located thereon:

(a) The City shall remove litter from the hedge and land east of the hedge on a regular basis as needed.

(b) The City shall prohibit the cutting and trimming of the hedge that presently exists along the east side of the parking area.

(c) The City shall limit the number and placement of parking curbs and other improvements to the amount as presently exist without the approval of the Licensor.

(d) The City shall keep and maintain the existing natural state of the Property.

5. **Termination of License.** The City acknowledges that this Agreement can be terminated and revoked by the Licensor upon 60 days written notice to the City mailed by regular mail to P.O. Box 757, Douglas, MI 49406. In the event of revocation, the City hereby waives any claims, actions, or demands against the Licensor for the installation, construction, erection, maintenance or use of the Improvements on the property, and does further acknowledge that said installation, construction, maintenance or use is the sole and complete risk of the City without representation by the Licensor as to the duration of this Agreement.

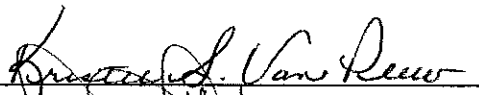
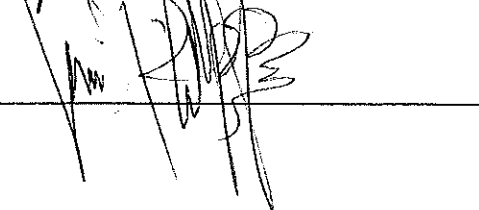
Upon revocation or termination of this license, all Improvements, including the bumper barricades, lighting structure, and signage shall be removed from the Property at the expense of the City.

6. **Assignability.** This Agreement shall not be assignable by the City except upon the express written consent of the Licensor.

7. **Complete Agreement.** This Agreement constitutes the entire agreement between the City and Licensor and no covenant, warranty, or agreement exists which has not been incorporated herein.

8. **Binding Effect.** This Agreement is binding upon the parties hereto, their successors, heirs, or assigns, and the covenants, condition, and terms thereof shall run with the land.

Witnesses:

**CITY OF THE VILLAGE OF DOUGLAS**

By:   
 Renee Waddell

Its: Mayor Pro Tem

By: Jean E. Neve  
Jean E. Neve

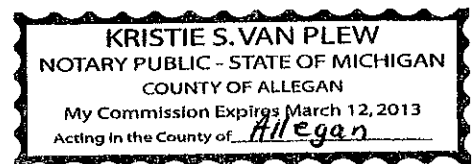
Its: \_\_\_\_\_ City Clerk

STATE OF MICHIGAN    )  
                                  )ss  
COUNTY OF ALLEGAN    )

On this 18th day of March, 2008, before me a Notary Public in and for said County, appeared RENEE WADDELL and JEAN E. NEVE, to me personally known, who, being by me duly sworn, did each for himself/herself say that they are, respectively, the Mayor Pro Tem and City Clerk of the **City of the Village of Douglas**, the corporation named in and which executed the within instrument, and that said instrument was signed and sealed on behalf of the City of the Village of Douglas by authority of its City Council; and said Mayor Pro Tem and City Clerk acknowledged said instrument to be the free act and deed of the said City of the Village of Douglas.

Kristie S. Van Plew

Notary Public, County of: Allegan  
My commission expires: 3-12-13  
Acting in the County of Allegan, MI



Witnesses:

\_\_\_\_\_

\_\_\_\_\_

LICENSOR:

By: Joseph J. Milauckas, Jr.  
Joseph J. Milauckas, Jr.

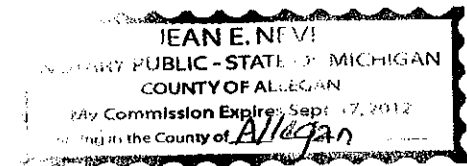
STATE OF MICHIGAN     )  
  )ss  
COUNTY OF                 )

On this 3rd day of April, 2008, before me, a Notary Public in and for said County, personally appeared JOSEPH J. MILAUCKAS, JR., known to be the same person described in and who executed the within instrument, who acknowledged the same to be his free act and deed.

DOCUMENT PREPARED BY:

Andrew J. Mulder  
Cunningham Dalman, P.C.  
Attorneys at Law  
321 Settlers Road  
Holland, MI 49423  
(616) 392-1821

Jean E. Neve

Notary Public, County of: AlleganMy commission expires: 9-17-08Acting in the County of: Allegan

**EXHIBIT A**

The south 382.5 feet of the west 260.5 feet of that part of Government Lot No. 3, lying north of Lawn Street, except that part lying southerly of State Trunk Line U.S. 31, Section 16, T3N, R16W, Village of Douglas, Allegan County, Michigan.



# SAUGATUCK TOWNSHIP FIRE DISTRICT

Proudly serving : Douglas | Saugatuck | Saugatuck Township



3342 Blue Star Highway  
Saugatuck, MI 49453  
269 857-3000 / Fax: 269 857-1228  
E-mail: [info@saugatuckfire.org](mailto:info@saugatuckfire.org)

May 20<sup>th</sup>, 2025

City of the Village of Douglas  
Sean Homyen, Planning and Zoning Administrator  
86 W. Center Street  
Douglas, MI 49406

Re: Swingbridge Development Emergency Access Lane – Clarification Letter regarding Site Plan Review #3 for Nederveld Project #24201574 for sheets C-205 for submittals dated 03.06.2025.

Dear PZ Administrator, Homyen,

Thank you for reaching out with your questions regarding the emergency access lane that came up during the planning commission meeting.

To clarify, the widening and adjusted alignment of the emergency access lane was based on current operational needs identified during our department's site evaluation. While I was not full-time with the Fire District at the time of the original site plan approval, we have since evaluated the site as it exists today and identified specific clearance requirements that were not fully addressed in the original design.

One of the key factors prompting the change was the need to provide adequate clearance from the pool fence to connect a 5" large diameter hose (LDH) to the side of an engine or ladder truck. The original site plan approved by consent judgment in 2008 provided zero operational clearance between the emergency access lane and the bushes/fence along the south side of the pool. That lack of space made hose deployment from the side of an apparatus impractical, if not impossible, for safe and efficient fire operations.

Additionally, it appears that building #11 was constructed approximately 2 feet to the south and 2 feet to the west of its location shown on the original approved site plan. This shift further constrained available space between the structure and the fence line, reinforcing the need to adjust the lane's alignment to maintain the necessary clearance for apparatus placement and hose connection.

As a result, the lane was widened to 12 feet and shifted as shown in the amended plans. While the turning radius remains at 28 feet, the primary concern was not about turning movement but about ensuring there is sufficient space for critical hose operations alongside parked fire apparatus.

It's also important to note that my review and approval responsibilities, as governed by the International Fire Code (2015 edition, as adopted by ordinance), do not include commenting on or enforcing distances between emergency access features and adjacent property lines. The fact that the south edge of the



# SAUGATUCK TOWNSHIP FIRE DISTRICT

Proudly serving : Douglas | Saugatuck | Saugatuck Township



Item 8B.

lane is now closer to the neighboring property is not relevant to the fire code in this instance and therefore was not part of my review.

From a tactical standpoint, it is also likely that we would bring a ladder truck—or potentially a mutual aid ladder truck—into the site via this emergency access lane in the event of a working fire, due to both the height of the structures and the limited maneuvering space on Swingbridge Lane itself. In fact, depending on the conditions, exposure risks from structure density, we may need to position two aerial apparatuses to effectively fight a fire in that area. Without adequate access and working clearance, that type of response would be compromised.

Finally, I would add that from our standpoint, we're eager to see the emergency access lane, which is now proposed to be 2 feet wider than what was required by the 2008 consent judgment—finally installed. This lane was originally supposed to be completed nearly 20 years ago and having it in place will significantly improve emergency access and safety for the entire site.

Please let me know if you would like to discuss it further or if I can provide any additional documentation. I'm happy to assist, however I can within the scope of my authority.

Respectfully Yours,

*Chris Mantels*

Deputy Chief / Fire Inspector

Cc: Greg Janik – Fire Chief (via email)  
Dan Poll – Building Official (via email)  
Ric Dyk – Owner Representative (via email)  
Joe Milauckas – Neighboring Property Owner (via email)





# SAUGATUCK TOWNSHIP FIRE DISTRICT

Proudly serving : Douglas | Saugatuck | Saugatuck Township



3342 Blue Star Highway  
Saugatuck, MI 49453  
269 857-3000 / Fax: 269 857-1228  
E-mail: [info@saugatuckfire.org](mailto:info@saugatuckfire.org)

March 25<sup>th</sup>, 2025

Nederveld  
c/o Jack Barr  
217 Grandville Ave. SW, #302  
Grand Rapids, MI 49503

Re: Swingbridge Development Emergency Access Lane – Site Plan Review #3 for Nederveld Project #24201574 for sheets C-205 for submittals dated 03.06.2025.

Dear Mr. Barr,

We are in receipt of the revised site plan for the Swingbridge Development Emergency Access Lane Amendment received 3/11/2025. We reviewed the plans using the International Fire Code (IFC) 2015 edition. Please see the result of the fire department review listed **below**.

1. Dead end driveways and access roads in excess of 150 feet in length shall be provided with an approved area for turning around with fire apparatus (IFC 503.2.5) **Not applicable, the emergency lane provides for contiguous pathway.**
2. "No Parking Fire Lane" signage shall be installed at the dead end of the turnaround. (IFC 503.3) **Please add No Parking Fire Lane signage at the Union Street boat launch. Suggested locations and type in returned submittals on sheet C-205.**
3. No parking shall be allowed within the turnaround. The area must be clear and unobstructed for turnaround at all times. (IFC 503.4)
4. Fire apparatus access roads and driveways shall have an unobstructed width of not less than 20 feet, exclusive of shoulders. (IFC 503.2.1) **Approved, width is 12 feet wide emergency access lane that was previously approved back in 2008.**
5. Minimum clear height shall be 13'6" across the entire 20 feet width of driveway. (IFC 503.2.1) **Approved, height clearance will be maintained at 13'6" above the existing and proposed access lane.**
6. Road shall not exceed the 10% maximum grade. (IFC 503.2.7) **Approved, grade is shown as less than 10% in the plans provided.**
7. The driveway shall be installed with asphalt, concrete, or other approved driving surfaces capable of supporting the 80,000-pound imposed load of our heaviest apparatus and be installed to provide emergency access prior to commencement of building construction. (IFC 503.2.3) **Approved, weight capacity is noted as 6" thick concrete to support 80,000lbs for emergency vehicle access.**
8. The required turning radius of a fire apparatus access road shall be 28.0' as determined by the fire code official. (503.2.4) **Approved, the radius is shown as 28' in the plans provided.**
9. The roads shall be maintained free of snow and ice to provide all weather driving capabilities. (IFC 503.2.3)
10. Fire department access roads shall be constructed and maintained for all construction sites. (IFC 3310.1) **Ensure the road and turnarounds are installed and navigable for emergency access prior to**



# SAUGATUCK TOWNSHIP FIRE DISTRICT

Proudly serving : Douglas | Saugatuck | Saugatuck Township



## ***commencement of vertical building construction.***

11. The installation of security gates across a fire apparatus access road shall be approved by the fire chief. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200. (IFC 503.6) ***A Knox Key switch or Knox Pad Lock will be required for the proposed gate. Products can be ordered from [www.knoxbox.com](http://www.knoxbox.com).***
12. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. (IFC 505.1) ***Not applicable.***
13. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, buildings, or portions of buildings are hereafter constructed or moved into or within the jurisdiction. (IFC 507.1) ***Not applicable.***
14. The fire code official shall be notified prior to the water supply test. Water supply tests shall be witnessed by the fire code official, or approved documentation of the test shall be provided to the fire code official prior to final approval of the water supply system. (IFC 507.4) ***Not applicable.***
15. A hydrant is required within 400 ft. of any exterior portion of a non-sprinklered building or 600 ft. for an R-3 occupancy or sprinklered building. (IFC 507.5.1) ***Not applicable.***
16. An approved water supply for fire protection, either temporary or permanent, shall be made available as soon as combustible material arrives on the site. (IFC 3312.1) ***Not applicable.***
17. Upon completion of construction, physical testing with apparatus will be required. If the apparatus is unable to navigate the completed road and driveway in a safe and efficient manner, modifications may be required.
18. Anything omitted in this plan review is subject to field inspection. (IFC 105.4.4)

***You have site plan approval from the fire department to begin construction for the Emergency Access Lane at the Swingbridge Development in Douglas, MI if you are in agreement with the above-mentioned items. Please ensure you receive the appropriate permits from City of Douglas and Michigan Township Services prior to commencement of construction. Please let us know if you have any questions.***

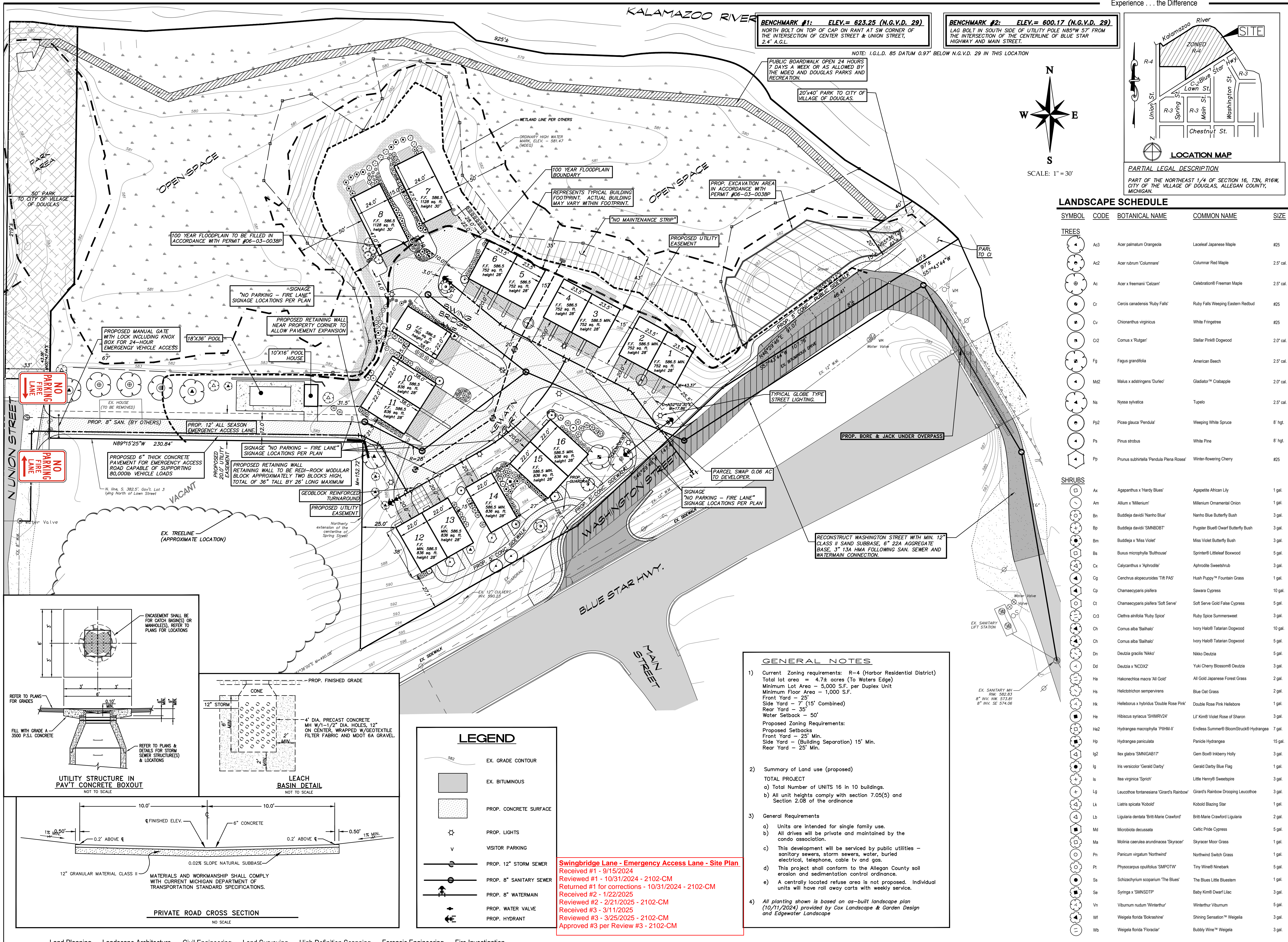
Respectfully Yours,

*Chris Mantels*

Deputy Chief / Fire Inspector

Cc: Greg Janik – Fire Chief (via email)  
Sean Homyen – Zoning Administrator (via email)  
Dan Poll – Building Official (via email)  
Ric Dyk – Owner Representative (via email)





## PREPARED FOR:

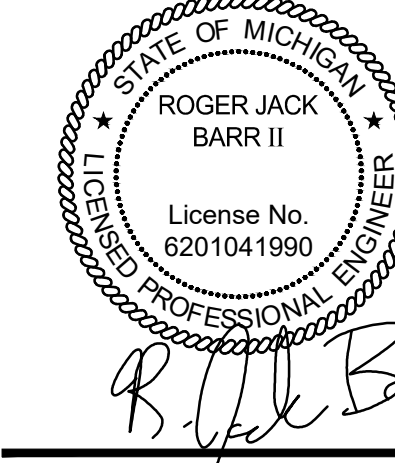
BDR Custom Homes Inc.  
Attn: Kevin Einfield5510 Cascade Road SE, Suite 200  
Grand Rapids, MI 49546  
Phone: 616.458.8905

## REVISIONS:

Title: PUD Amendment	Checked: JB	Date: 09.27.2024
Drawn: JTV	Checked: DC	Date: 12.06.2024
Drawn: EG	Checked: JB	Date: 03.06.2025

SWING BRIDGE  
Final Development Amendment PlanPART OF THE 1/4 OF SECTION 16, T3N, R16W,  
CITY OF THE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN

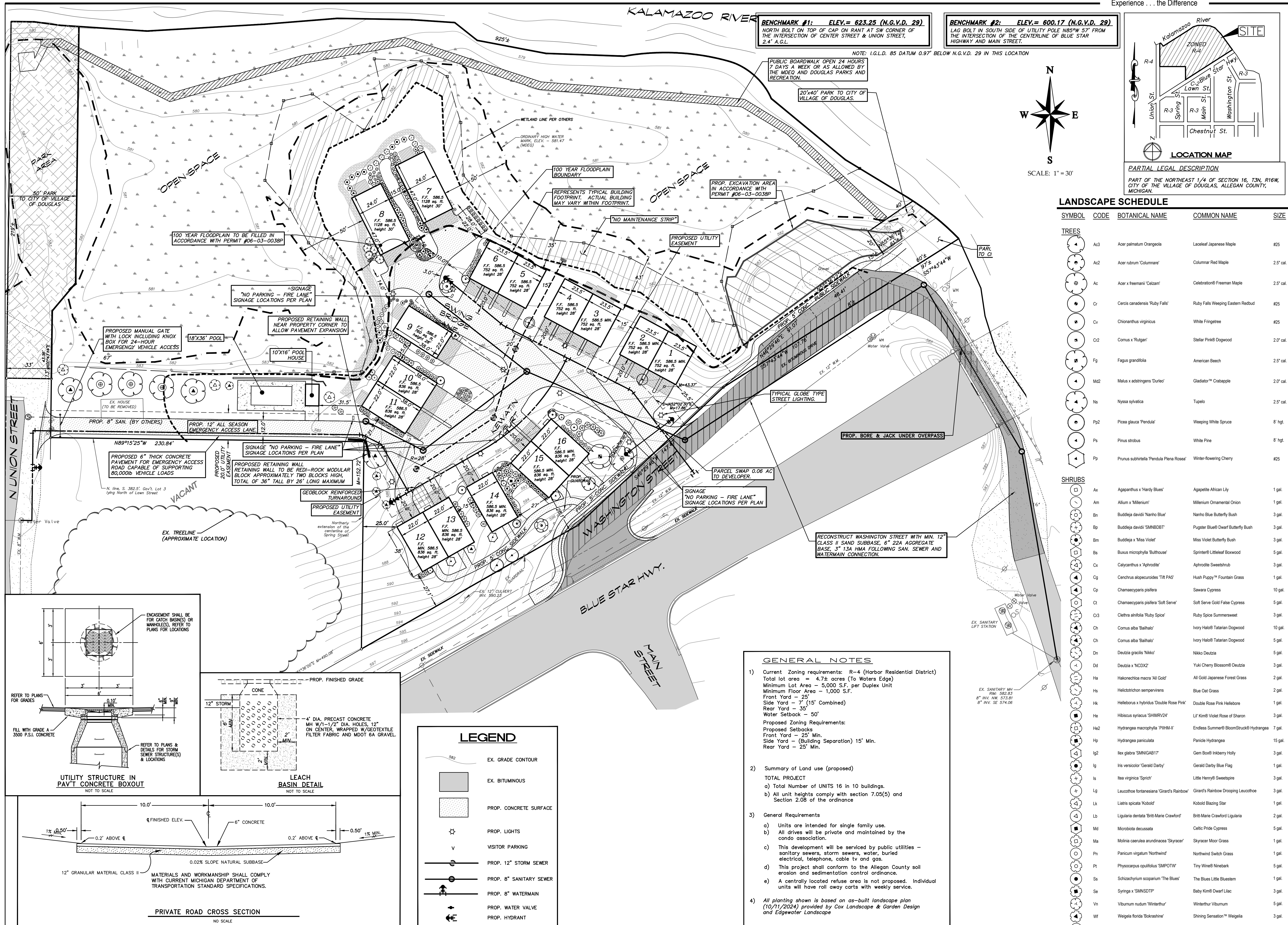
## STAMP:

PROJECT NO:  
24201574

SHEET NO:

C-205





## PREPARED FOR:

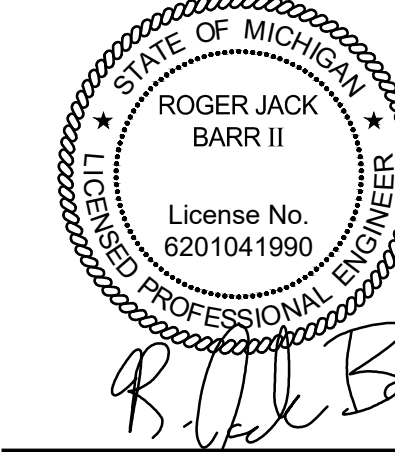
BDR Custom Homes Inc.  
Attn: Kevin Einfield5510 Cascade Road SE, Suite 200  
Grand Rapids, MI 49546  
Phone: 616.458.8905

## REVISIONS:

Title: PUD Amendment	Checked: JB	Date: 09.27.2024
Drawn: JTV	Checked: JB	Date: 09.27.2024
Title: Landscape "As-Built"	Checked: DC	Date: 12.06.2024
Drawn: EG	Checked: DC	Date: 12.06.2024
Title: Plan Revisions	Checked: JB	Date: 03.06.2025
Drawn: JB	Checked: JB	Date: 03.06.2025

SWING BRIDGE  
Final Development Amendment Plan

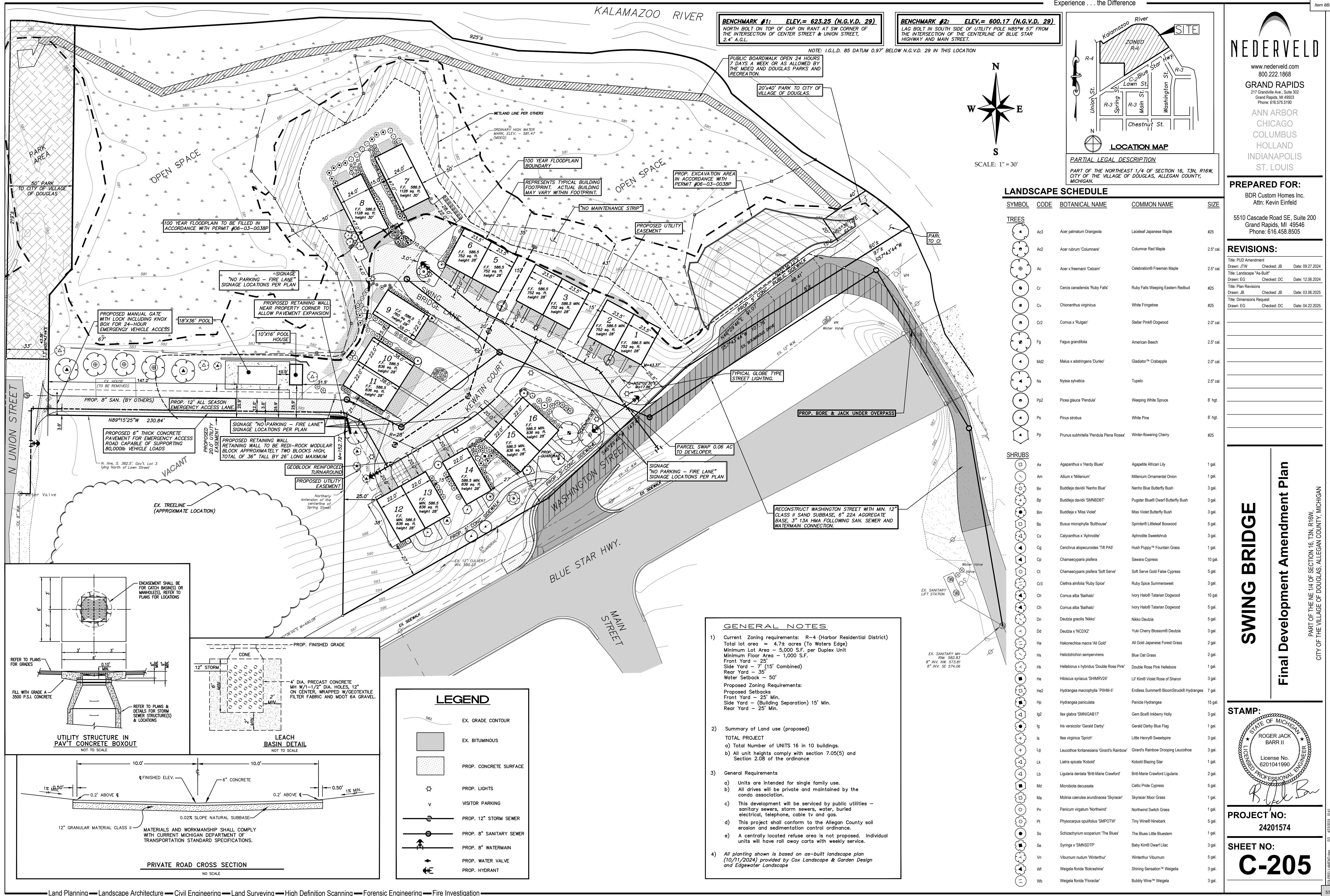
## STAMP:

PROJECT NO:  
24201574

SHEET NO:

C-205





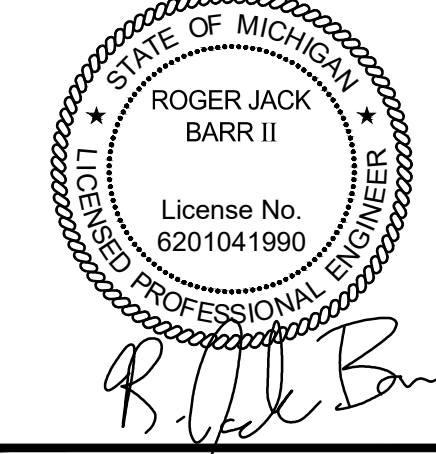
## PREPARED FOR:

BDR Custom Homes Inc.  
Attn: Kevin Einfield5510 Cascade Road SE, Suite 200  
Grand Rapids, MI 49546  
Phone: 616.458.8505

## REVISIONS:

Title: PUD Amendment	Drawn: JTV	Checked: JB	Date: 09.27.2024
Title: Landscape "As-Built" <td>Drawn: EG<td>Checked: DC<td>Date: 12.06.2024</td></td></td>	Drawn: EG <td>Checked: DC<td>Date: 12.06.2024</td></td>	Checked: DC <td>Date: 12.06.2024</td>	Date: 12.06.2024
Title: Plan Revisions <td>Drawn: JB<td>Checked: JB<td>Date: 03.06.2025</td></td></td>	Drawn: JB <td>Checked: JB<td>Date: 03.06.2025</td></td>	Checked: JB <td>Date: 03.06.2025</td>	Date: 03.06.2025
Title: Dimensions Request <td>Drawn: EG<td>Checked: DC<td>Date: 04.22.2025</td></td></td>	Drawn: EG <td>Checked: DC<td>Date: 04.22.2025</td></td>	Checked: DC <td>Date: 04.22.2025</td>	Date: 04.22.2025

## STAMP:



## PROJECT NO:

24201574

## SHEET NO:

C-205

EXHIBIT

D

## STATE OF MICHIGAN

## IN THE CIRCUIT COURT FOR THE COUNTY OF ALLEGAN

DOUGLAS LAKEFRONT  
PROPERTIES, LLC.,

Plaintiff,

FILE NO: 08-42855-CZ

HON. KEVIN W. CRONIN

vs.

CITY OF THE VILLAGE OF DOUGLAS,  
a Michigan Municipal Corporation,  
the CITY OF THE VILLAGE OF DOUGLAS'  
PLANNING COMMISSION, MATT BALMER,  
GREG HARVATH, RENEE WADDELL,  
DIANE BAILEY, JANE MAYER, MARTHA  
HOEXTER, ROBERT MOORE, and KAREN  
VANPELT, JOHN PIGGINS, RON DELLARTINO,  
CHRISTOPHER NERN, DAVID BURDICK,  
and ALEXA URQUHART, individually,

Defendants.

James E. Spurr (P33049)  
James L. Liggins (P66816)  
Attorneys for Plaintiff  
Miller, Canfield, Paddock & Stone  
277 South Rose Street  
Kalamazoo, MI 49007  
Telephone: 269/381-7030Michael S. Bogren (P34835)  
Attorney for Defendants  
Plunkett Cooney  
535 S. Burdick Street, Ste. 256  
Kalamazoo, MI 49007  
Telephone: 269/226-8822CONSENT JUDGMENT

Upon stipulation and consent of the parties, by and through undersigned counsel,  
the Court finds as follows:

A. Plaintiff Douglas Lakefront Properties, L.L.C., (hereafter referred to as  
Plaintiff), a Michigan limited liability corporation, is the owner of certain undeveloped

real property in the City of the Village of Douglas (hereafter referred to as the Property). The Property is undeveloped land located north of Blue Star Highway and east of Union Street with frontage on the Kalamazoo River. (A legal description of the Property is attached as Exhibit A).

B. Defendant City of the Village of Douglas (hereafter referred to as the City), is a Michigan municipal corporation organized and existing under the laws of the State of Michigan and located in Allegan County, Michigan. Defendant City of the Village of Douglas' Planning Commission (hereafter Planning Commission) is a commission of the City created pursuant to state law and City Charter, but is not a separate municipal corporation apart from the City. The individual defendants are current or former members of the City's Council and/or Planning Commission.

C. The Property is zoned R-4 Residential pursuant to the City's Zoning Ordinance and Zoning Map.

D. At various times beginning in May 2006 the Plaintiff, through its agent T. A. Scott Construction submitted to the City various proposals for a residential development on the Property.

E. The Plaintiff's development proposals, submitted by its agent T. A. Scott Construction, were referred to the Planning Commission for review and consideration.

F. None of the Plaintiff's various development proposals received final formal approval or denial by the City Council.

G. Plaintiff filed the instant action, Docket No. 08-42855-CZ, on or about March 3, 2008 in the 48<sup>th</sup> Circuit Court for the County of Allegan, asserting numerous claims against the defendants and alleging that a failure to give final approval or denial of

the development proposals from May 2006 until March 2008 violated the Michigan and United States constitutions and violated Michigan zoning enabling statutes. Plaintiff sought equitable relief and monetary damages. Plaintiff also alleged that the City had committed trespass and waste on a portion of the Property.

H. Defendants filed an Answer and Affirmative defenses, denying any violation of the Plaintiff's constitutional rights and denying liability to the Plaintiff.

I. The parties have engaged in extensive settlement discussions through Facilitation, pursuant to the Court's Pre-Trial Order and Order Regarding Facilitation dated August 8, 2008.

J. The parties acknowledge that there exists a mutual opportunity to resolve this litigation in accordance with the terms and conditions of this Consent Judgment, in order to avoid further costs and expenses, the uncertainty of a trial and to obtain finality, without any admission of liability or wrongdoing on the part of any party.

NOW, THEREFORE, pursuant to the agreement and stipulation of the parties, through their counsel, and as approved by the Plaintiff and the City of the Village of Douglas City Council, and the Court having determined that the terms of this Consent Judgment are reasonable and appropriate, IT IS HEREBY ORDERED AND ADJUDGED:

1. The Property shall continue to be zoned as R-4 Residential pursuant to the City's Zoning Ordinance.
2. Plaintiff shall be permitted to develop and use the Property as a residential condominium development in accordance with this Consent Judgment and the Site Plan



attached as Exhibit B and made a part of this Consent Judgment. The Site Plan shall be signed and sealed by the Plaintiff's Engineer prior to entry of this Consent Judgment.

3. The parties agree that the Site Plan will allow 16 residential condominium units to be developed on the Property, specifically as depicted in the Site Plan attached as Exhibit B (hereafter referred to as the Development).

4. The parties agree that approval of this Consent Judgment constitutes site plan approval under Article XXIV of the City of the Village of Douglas Zoning Ordinance, with the exception of the requirements of Section 24.02(10) and (12), regarding the location of utilities and the location and design of water supply, stormwater management facilities, waste water systems and landscaping. Plaintiff shall submit additional plans and data addressing these issues which shall be subject to review and approval by the City Engineer and City Planner and such other governmental agencies with jurisdiction over such matters. Additionally, the issuance of any permits that would normally be available upon site plan approval is conditioned upon Plaintiff obtaining approval and necessary permits from the Michigan Department of Environmental Quality (MDEQ) to construct the boardwalk adjacent to the Kalamazoo River as depicted on the Site Plan attached as Exhibit B.

5. Pursuant to Section 24.06(1) of the Zoning Ordinance it is understood and agreed that no changes shall be made to the Site Plan attached as Exhibit B except for "small changes" in the location of buildings and structures; adjustment of utilities, walkways, trafficways, parking areas and similar small changes based upon previously unknown or unanticipated facts disclosed as a result of detailed engineering and field conditions. Such small changes shall be submitted for approval by the Zoning

Administrator in consultation with the City Planner and, if necessary, the City Engineer. Approval shall be granted unless the proposed small changes would violate a requirement of this Consent Judgment, the Zoning Ordinance or other ordinance, State or Federal law.

6. The boardwalk is the public benefit associated with the Development and will be open to the public 24 hours a day, seven days a week, unless otherwise directed by the MDEQ. The Plaintiff shall grant an easement for public access to the boardwalk at the eastern and western portion of the property, as depicted on the Site Plan attached as Exhibit B. Both of these areas are depicted as park area on the Site Plan attached as Exhibit B. The form and content of the easement shall be approved by the City Attorney and shall be recorded with the Allegan County Register of Deeds. The boardwalk shall be owned and maintained by the Condominium Association associated with the Development. The area designated for the easement shall be landscaped, irrigated and maintained at the same standards as the other common areas depicted on the Site Plan attached as Exhibit B. Certificates of Occupancy shall not be issued for any unit until such time as the boardwalk has been completed or until the Plaintiff has deposited financial security acceptable to the City (i.e. Letter of Credit or other mutually agreeable instrument) sufficient to complete construction of the boardwalk.

The Plaintiff shall apply to the MDEQ for necessary permits to construct the boardwalk as soon as possible after entry of this Consent Judgment. The City shall cooperate with Plaintiff in obtaining any necessary permits from the MDEQ for construction of the boardwalk. The City shall provide requested communication to the MDEQ stating its agreement with the issuance of necessary permits for construction of the boardwalk.

A final order of the MDEQ failing or refusing to issue necessary permits for the construction of the boardwalk shall result in revocation of the terms of this Consent Judgment and shall result in termination of the Development as depicted on the Site Plan attached as Exhibit B. The Plaintiff shall not be deemed to have obtained any vested rights or interest in any work done or expenses incurred up to the time of such a failure or denial of the MDEQ to issue necessary permits for the construction of the boardwalk and shall not be allowed to proceed with the Development as a prior nonconforming use or on any other basis. The City shall not be estopped from taking any and all enforcement action available to it with respect to the Property in the event of a final order of the MDEQ failing or refusing to issue necessary permits for construction of the boardwalk.

In the event of a final order of the MDEQ failing or refusing to issue necessary permits for the construction of the boardwalk, the Plaintiff may re-apply for development of the Property pursuant to the terms of the Zoning Ordinance in effect at the time of the re-application.

7. Upon approval of this Consent Judgment and final engineered plans and construction drawings; upon compliance with Paragraph 4; and upon application and payment of required fees by Plaintiff or its agents, the City shall process and issue necessary permits for site development and construction of units, consistent with and subject to the terms and conditions of this Consent Judgment. Issuance of permits shall not unreasonably be delayed or withheld. Such permits for construction shall not be issued until such time as all necessary permits have been issued by the MDEQ for construction of the boardwalk as detailed in Paragraphs 4 and 6.

8. The Consent Judgment and Development are subject to review and approval by the Fire Chief.

9. Plaintiff shall construct Washington Street as depicted on the Site Plan attached as Exhibit B.

10. The extension of utilities to serve this residential development shall be at the sole responsibility and expense of the Plaintiff and all improvements depicted on the Site Plan on or off the property shall be completed prior to any occupancy permit being issued by the City. The Plaintiff shall also provide all necessary easements for utilities, the boardwalk and sidewalks as required by City standards and the City Engineer.

11. The Development shall be subject to all reviews and approvals required by City, County, State, Federal or other local or intergovernmental agencies having jurisdiction over the Development, except as explicitly provided in this Consent Judgment. All such approvals shall be presented to the City with the application to start any construction on the Property. The Development shall comply with all applicable building codes. Any retaining walls constructed on the Property shall be certified by a registered structural engineer.

12. The provisions of Section 24.06(3) of the Zoning Ordinance in effect at the time of entry of the Consent Judgment shall apply to the Development upon entry of this Consent Judgment.

13. The provisions of the Zoning Ordinance of the City of the Village of Douglas in effect at the time of entry of this Consent Judgment shall apply to the Property and to the Development except as otherwise explicitly provided in this Consent Judgment. In the event of a conflict between the provisions of the Zoning Ordinance and

the provisions of this Consent Judgment, the provisions of Consent Judgment shall control. In the event that a zoning standard is not addressed on the Site Plan or in this Consent Judgment, the provisions of the Zoning Ordinance shall control.

14. This Consent Judgment is declared to be in recordable form, and the provisions contained herein are declared to be covenants running with the land and all portions or divisions thereof, and shall be binding on all successors and assigns of the parties, and the Allegan County Register of Deeds shall record a true copy of this Consent Judgment in the land records of Allegan County.

15. Reference in this Consent Judgment to "Plaintiff" shall mean and refer to Douglas Lakefront Properties, L.L.C., and to its successors, assigns and transferees and the terms and conditions of this Consent Judgment shall be binding upon those successors, assigns and transferees.

16. The terms of this Consent Judgment may be amended, changed or modified only upon written agreement of the parties except as otherwise provided in this Consent Judgment and any such changes must be approved and ordered by this Court. The parties are not obligated or required to agree to any change in any of the terms of this Consent Judgment except as provided in Paragraph 5.

17. Except as otherwise explicitly provided in this Consent Judgment, all claims asserted by the Plaintiff in this lawsuit, including claims for money damages, equitable relief, attorneys fees and costs, are merged into this Consent Judgment and forever barred. All claims against the individual defendants shall be deemed to be dismissed with prejudice and without costs or attorney fees.

18. This Court retains jurisdiction to enforce the terms of this Consent Judgment, but this matter shall be administratively closed upon entry of the Consent Judgment.

Date: 3-4-09

**KEVIN CRONIN**

Hon. Kevin W. Cronin  
Allegan County Circuit Court Judge

ATTEST A TRUE COPY  
*Jamie Bypp*  
DEPUTY CLERK

Date: 1-5-09

*Matthew Ballmer*  
Matthew Ballmer  
Mayor, City of the Village of Douglas

Date: 1-29-09

*Michael S. Bogren*  
Michael S. Bogren (P34836)  
Attorney for Defendants

Date: \_\_\_\_\_

Douglas Lakefront Properties, L.L.C.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

James E. Spurr (P33049)  
Attorney for Plaintiff

Branches.00580.80981.1749298-1

18. This Court retains jurisdiction to enforce the terms of this Consent Judgment, but this matter shall be administratively closed upon entry of the Consent Judgment.

Date: \_\_\_\_\_

Hon. Kevin W. Cronin  
Allegan County Circuit Court Judge

Date: \_\_\_\_\_

Matthew Balmer  
Mayor, City of the Village of Douglas

Date: \_\_\_\_\_

Michael S. Bogren (P34835)  
Attorney for Defendants

Date: 2-18-09

Th A. S.  
Douglas Lakefront Properties, L.L.C.  
By: Th A. S.  
Its: Th A. S.

Date: 2-18-09

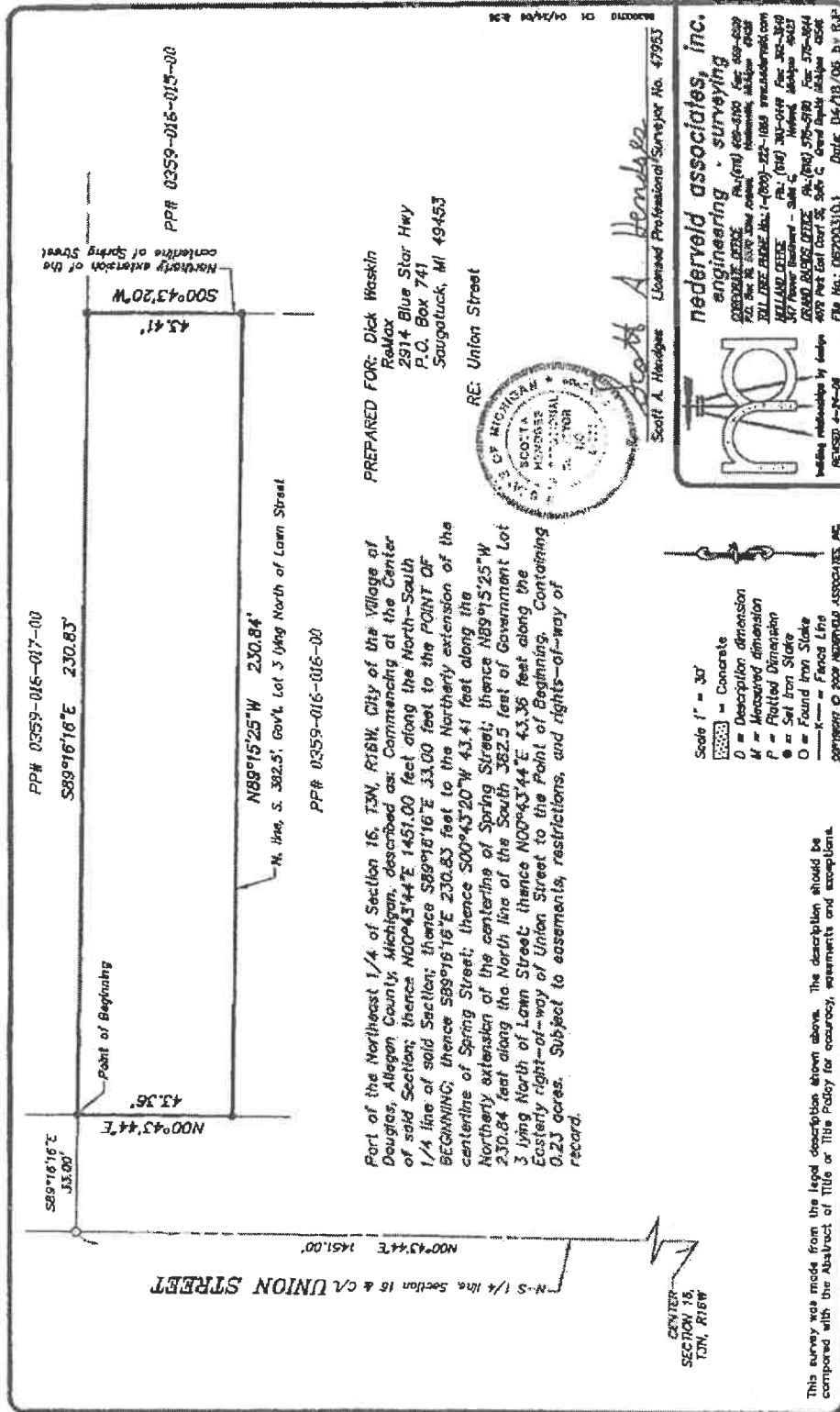
James E. Spurr  
James E. Spurr (P33049)  
Attorney for Plaintiff

Gratches.00560.80901.17511591-1

9

# EXHIBIT A





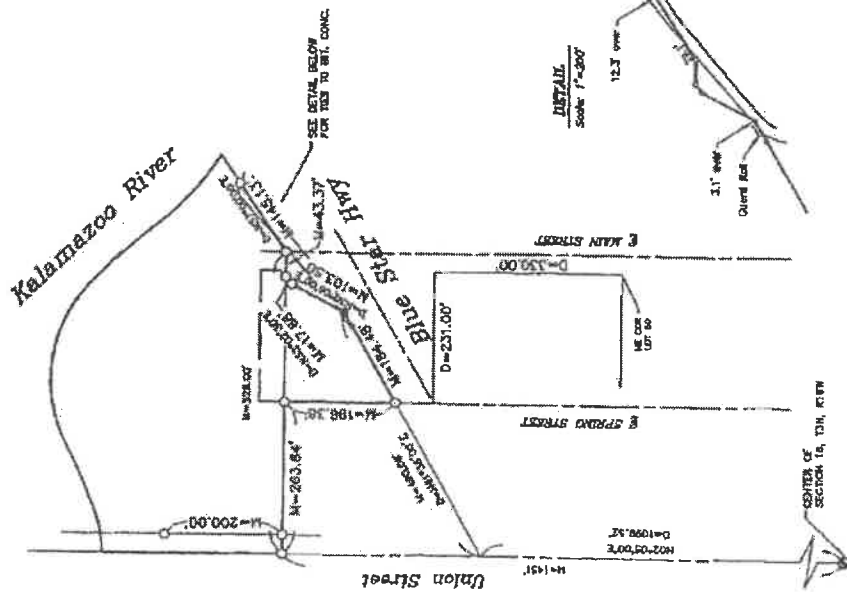
PREPARED FOR: The King Company  
Attn: Cecil Moore  
13520 Barry Street  
Holland, MI 49424  
Phone: 616-399-1784

RE: Blue Star

The land referred to in this Commitment, situated in the County of Allegan, Village of Douglas, State of Michigan, is described as follows:

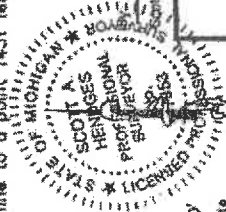
Beginning 330 feet North of the Northeast corner of Lot 50 of the "Map of the Town of Douglas", thence West to the center of Spring Street as extended being about 231 feet, thence North to a line running East and West through a point at the intersection of the centerline of Main Street as extended and a line through the center of Swing Bridge 306 feet, thence East to Main Street, thence South to the point of beginning, which lies Northwesterly of a line described as: Beginning at a point on the North and South 1/4 line of said Section 16 which is North 2 degrees 05 minutes East 1099.52 feet from the center of said Section 16, thence North 61 degrees 35 minutes East 490.08 feet, thence North 30 degrees 08 minutes East 103.5 feet, thence North S2 degrees 02 minutes 30 seconds East 100 feet to a point of ending.

ALSO: Commencing at a point 1451 feet North of the center 1/4 post of Section 16, thence East 528 feet to the center of Main Street, thence North 57 degrees East along the center of said Street 205 feet to the edge of Kalamazoo Lake, thence Northwesterly the South edge of Kalamazoo Lake to the North and South 1/4 line of Section 16, thence South on said North and South 1/4 line to a point 1451 feet North of the center 1/4 post of said Section 16.



This survey was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, omissions and exceptions.

15% 10/02/21 5 51310112



Scott A. Hendy  
Licensed Professional Surveyor No. 47353

**nederfeld associates, inc.**  
engineering • surveying

Lansing Office Ph (313) 353-0044 Fax (313) 353-0540  
347 Hoover Boulevard, Suite C, Holland, Michigan 49423  
Grand Rapids Office Ph (616) 950-5180 Fax (616) 950-0069  
P.O. Box 10, 6570 52nd Avenue, Hollandville, Michigan 49426

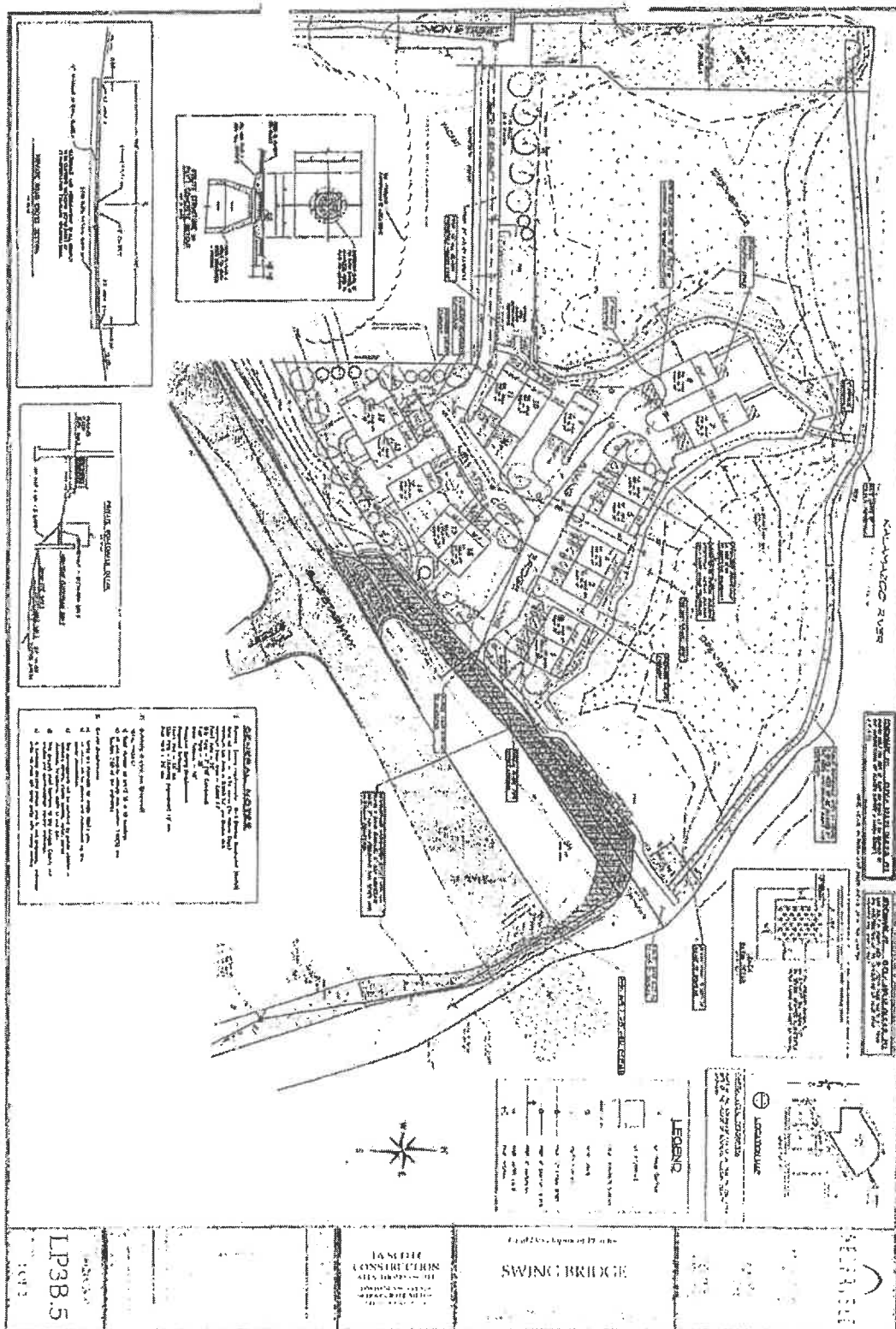
File No. 01201675 Date: 12.7.01 BY: JAT



Scale 1" = 200'

Legend:  
D = Description dimension  
M = Measured dimension  
P = Plotted dimension  
S = Set iron stake  
F = Found iron stake  
E = Fence Line

# EXHIBIT B







Page 1 of 1

STATE OF MICHIGAN Allegan County  
Joyce A. Watts Register of Deeds

RECORDED

September 28, 2012 11:31:34 AM

Liber 3660 Page 27-27 AFF  
FEE: \$14.00

Liber 3660 Page 27 #2012020106

**AFFIDAVIT OF CORRECTION RE: EXHIBIT A TO MASTER DEED OF THE  
BOARDWALK AT SWING BRIDGE RECORDED IN LIBER 3566 PAGE 575**

STATE OF MICHIGAN            )  
COUNTY OF KALAMAZOO    )

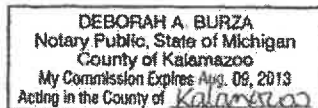
Shaun P. Willis, being sworn, says:

1. I am the attorney for T.A. Scott Construction.
2. Exhibit A to the Master Deed of the Boardwalk at Swing Bridge, the ByLaws, is amended to remove Section 5, (d), Right of First Refusal language.
3. I have personal knowledge of the facts set forth in this affidavit, and if sworn as a witness, can testify competently to these facts

9/26/12  
Date

Shaun P. Willis  
Shaun P. Willis

Subscribed and sworn to before me by Shaun P. Willis on 9-26-12.

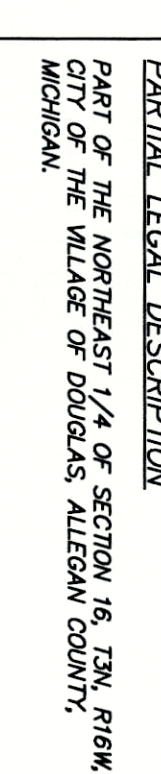


Deborah A. Burza  
Notary Public  
Kalamazoo County, MI  
My commission expires: 8-9-13  
Acting in Kalamazoo County

Drafted by and when recorded, return to:  
Shaun P. Willis (P62441)  
491 W. South Street  
Kalamazoo, MI 49007  
(269) 492-1040

SMU





**BENCHMARK #2:** ELEV. = 600.17 (N.G.V.D. 29)  
LAG BOLT IN SOUTH SIDE OF UTILITY POLE NB5<sup>W</sup> 57' FROM  
THE INTERSECTION OF THE CENTERLINE OF BLUE STAR  
HIGHWAY AND MAIN STREET.

NON

[illegible]

**HOLLAND**  
347 Hoover Boulevard  
Holland MI 49423

*Final Development Plan for:*

**SWING BRIDGE**

PART OF THE NE 1/4 OF SECTION 16, T3N, R16W,

**TA SCOTT  
CONSTRUCTION**  
ATTN: THOMAS SCOTT  
1154 WEST VW AVENUE  
SCHOOLCRAFT, MI 49087


06200300

LP3B.5

sheet no.:  
**1 OF 2**  
© 2008 Neofemald T

1 ON 1.5 SLOPE

- 1) Current Zoning requirements: R-4 (Single Residential District)  
Total lot area = 4.7± acres (76,765 Sigs)  
Minimum lot area = 5,000 Sigs. per duplex unit  
Front Yard = 25'  
Side Yard = 10'  
Rear Yard = 35' (Combined)  
Water Setback = 50'  
Proposed Zoning Requirements:  
Proposed Setbacks:  
Front Yard = 25'  
Side Yard = (Qualifying Separation) 15' Min.  
Rear Yard = 35' Min.
- 2) Summary of Land use (Proposed)  
TOTAL PROJECT:  
a) Total Number of UNITS 16, in 10 buildings.  
b) All units comply with section 7.06.5 of the Ordinance  
Section 2.08 of the ordinance
- 3) General Requirements  
a) Units are intended for single family use.  
b) All drives will be private and mechanized by the car/cab association.  
c) Land development will be serviced by public utilities – water, sewer, gas, and electrical, telephone, cable tv and gas.  
d) This project shall conform to the Alameda County soil erosion and sedimentation control ordinance.  
e) Currently proposed reuse area is not proposed. Instead, we will have all entry areas with sandy surface.

[illegible]

ERIC D. DAVID  
 DEDROST  
 ENGINEER  
 No.  
 52568



LANDSCAPE GENERAL NOTES

1. ALL PLANT MATERIALS SHALL CONFORM TO VILLAGES OF DOUGLAS STANDARDS.
2. ALL DECIDUOUS TREES SHALL BE A MINIMUM 2" CAL. AND 12' TALL AT TIME OF PLANTING.
3. ALL EVERGREEN TREES SHALL BE 6'-7' HT. AT TIME OF PLANTING.
4. ALL TREES SHALL HAVE A 5" DIA. SHEETED HARDWOOD BARKWOOD RING AROUND EACH TO DEPTHS SPECIFIED AS BELOW.
5. ALL SHRUBS SHALL BE 2' HT. AT TIME OF PLANTING.
6. ALL PERENNIALS SHALL BE #1 CONTAINER POT AT TIME OF PLANTING.
7. ALL LANDSCAPE BEDS SHALL RECEIVE A SHADE CUT BED EDGE WITH 3" DEPTH OF SHEETED HARDWOOD BARKMULCH.
8. THE PROPERTY OWNER SHALL MAINTAIN SUCH LANDSCAPING IN A REASONABLY HEALTHY CONDITION, FREE FROM REFUSE AND DEBRIS. ALL UNHEALTHY AND DEAD MATERIAL SHALL BE REPLACED WITHIN (1) ONE YEAR OF DAMAGE OR BEFORE THE NEXT APPROPRIATE PLANTING PERIOD, WHICHEVER COMES FIRST.
9. ALL LANDSCAPED AREAS SHALL BE PROVIDED WITH A READILY AVAILABLE AND ACCEPTABLE WATER SUPPLY.

TREE PLANTING NOTES

1. TREES PLANTING HOLE SHALL BE DIG APPROXIMATELY 8"-12" LARGER THAN TREE ROOTBALL.
2. HOLE SIDEWALL SURFACE SHALL HAVE A ROUGH VARYING TEXTURE.
3. TREE ROOT FLARE SHALL BE 4"-6" ABOVE EXISTING GRADE SURROUNDING TREE PLANTING HOLE AFTER PLACEMENT IN HOLE.
4. TREE ROOTBALL BURLAP SHALL BE CUT OFF TOP 6"-8" OF ROOTBALL.
5. NATURAL TREE ROOT FLARE SHALL BE CLEANED OFF OF EXCESS SOIL ACCUMULATED DURING TREE GROWING PROCESS.
6. A SOIL SAUCER SHALL BE PLACED AROUND TREE AT THE PERIMETER OF THE ROOTBALL TO 4"-6" DEPTH ABOVE EXISTING GRADE OF SURROUNDING SOIL.
7. A SHEETED HARDWOOD BARKMULCH RING SHALL BE PLACED AROUND TREES, HOWEVER THE TREE ROOT FLARE AREA SHALL NOT HAVE MORE THAN 1" OF MULCH PLACED ON TOP OF IT.
8. ALL TREE TRUNKS SHALL BE PROTECTED AFTER PLANTING WITH INDUSTRY STANDARD TREE WRAP.
9. TREES SHALL BE SUPPORTED WITH POSTS AND SUPPORT TIES. (2) WOOD POSTS SHALL BE SET OUTSIDE THE PLANTING PIT PARALLEL TO THE PREVAILING WINDS. FABRIC TIES SHALL BE PLACED AROUND THE TRUNK AND TIED TO EACH POST JUST BELOW THE LOWER BRANCHES OF THE TREE. FABRIC TIES SHALL BE SET LEVEL.

TREE AND SHRUB MAINTENANCE NOTES

1. MAINTAIN PLANTINGS BY PRUNING, CULTIVATING, WATERING, WEEDING, FERTILIZING, RESTORING, LIFTING, SAUCERS, ADJUSTING AND REPAIRING STAKES AND FABRIC TIE SUPPORTS, AND RE-SETTING TO PROPER GRADES OR VERTICAL POSITION, AS REQUIRED TO ESTABLISH HEALTHY, VIABLE PLANTINGS.
2. SPRAY OR TREAT AS REQUIRED TO KEEP TREES AND SHRUBS FREE OF INSECTS AND DISEASE.
3. RESTORE OR REPLACE DAMAGED TREE WRAPPING.
4. ALL DISEASED, DAMAGED, OR DEAD MATERIALS SHALL BE REPLACED IN ACCORDANCE WITH THE VILLAGES OF DOUGLAS ZONING ORDINANCE.

LAWN INSTALLATION NOTES

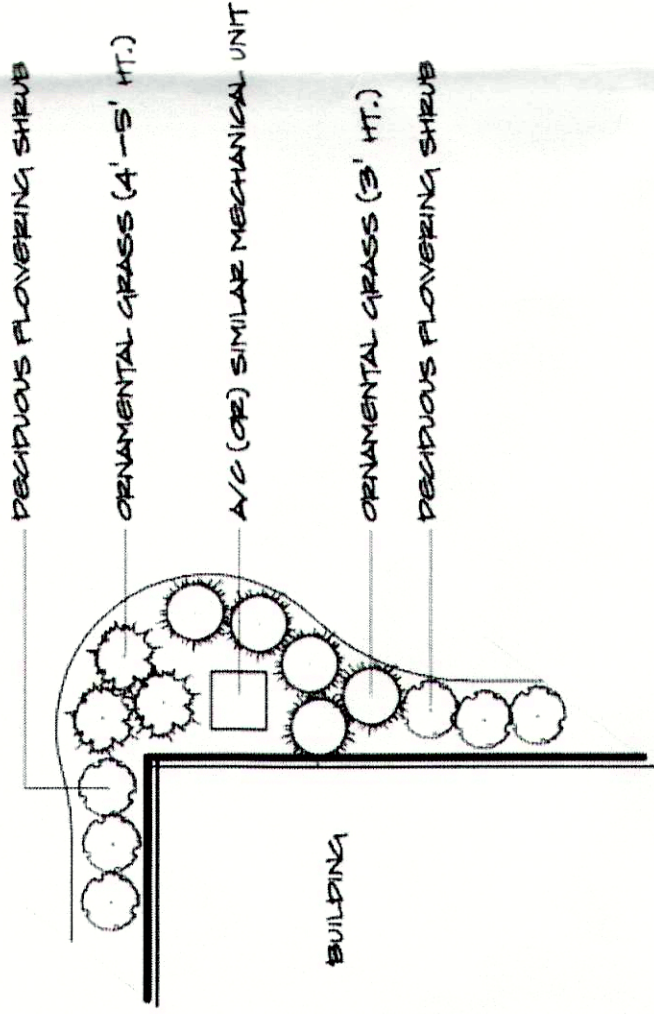
1. ALL AREAS DESIGNATED TO BE LAWN SHALL RECEIVE A MINIMUM 4" SCREENED TOPSOIL AND SHALL BE FINE GRADE BY MECHANICAL MEANS AND HAND RANDED PRIOR TO SEEDING.
2. SEEDING SHALL BE ACCOMPLISHED BY EITHER HYDRO-SEEDING OR SODDING IN ACCORDANCE WITH INDUSTRY STANDARDS.

LAWN MAINTENANCE NOTES

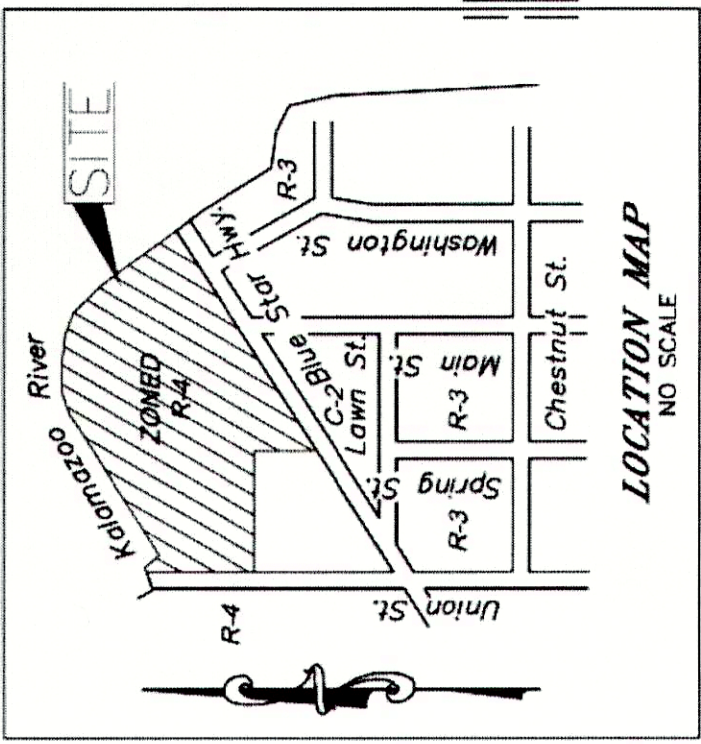
1. MAINTAIN AND ESTABLISH LAWN BY WATERING, FERTILIZING, WEEDING, MOVING, TRIMMING, REPLANTING AND OTHER OPERATIONS. ROLL, REGRADE, AND REPLANT BARE OR ERODEAREAS AND REMULCH TO PRODUCE A UNIFORMLY SMOOTH LAWN.

PLANT LIST

SYM	QTY	COMMON NAME	SCIENTIFIC NAME	SIZE	ROOT
TREES					
ACE SAC	8	GREEN MOUNTAIN SUGAR MAPLE	ACER SACCCHARUM 'GREEN MOUNTAIN'	2" CAL. MIN.	BE&B
TIL COR	5	LITTLE-LEAF LINDEN	TILIA CORORATA	2" CAL. MIN.	BE&B
PIR CAL	7	CHANTICLEER PEAR	PIRUS CALLERIANA 'CHANTICLEER'	2" CAL. MIN.	BE&B
QUE PAL	3	PIN OAK	QUERCUS PALUSTRIS	2" CAL. MIN.	BE&B
ABI CON	8	CONCOLOR FIR	ABIES CONCOLOR	6'-7' HT. MIN.	BE&B
PIC GLA	9	BLACK HILLS SPRUCE	PICEA CANICA 'PENEXATA'	6'-7' HT. MIN.	BE&B
SHRUBS					
TAX DEN	612	DENSE YEW	TAXUS X MEDIA 'DENSIFORMIS'	24"-30" HT.	BE&B
PERENNIALS					
PAN VIR	41	NORTHWIND SWITCH GRASS	PANICUM VIRGATUM 'NORTHWIND'	1 CAL.	CONT.
PEN ALO	53	FOUNTAIN GRASS	PENNISETUM ALOPECUROIDES	1 CAL.	CONT.
ECH PUR	50	PURPLE CONEFLOWER	ECHEINACEA PURPUREA 'NAGNUS'	1 CAL.	CONT.
HEM 'MIX'	146	DAYLILY MIX	HEMEROCALLIS	1 CAL.	CONT.
LIR SP	24	"STELLA D'ORO"; "LITTLE BUSINESS"; "SILVERBERRY CANDY"	LIRIOPE MUSEAEI 'SILVERBERRY CANDY'	1 CAL.	CONT.
RUD FUL	64	SILVERBET SUNPROOF LIRIOPE BLACK-EYED SUSAN	RUTBECKIA FULGIDA 'GOLDSTURN'	1 CAL.	CONT.



TYPICAL MECH. SCREEN DETAIL



LANDSCAPE LEGEND

- DECIDUOUS TREE
- EVERGREEN TREE
- SHRUB
- PERENNIALS



www.nederveld.com

GRAND RAPIDS  
1500 N. WEST  
Grand Rapids, MI 49506  
PHONE (616) 975-5190

HUDSONVILLE  
1570 32nd Avenue  
Hudsonville, MI 49426  
PHONE (616) 969-5190

HOLLAND  
347 Hoover Boulevard  
Holland, MI 49423  
PHONE (616) 956-9665

ANN ARBOR  
104 N. MAIN ST  
Ann Arbor, MI 48104  
PHONE (734) 969-5190

Final P.U.D. Plan for:  
**SWING BRIDGE**  
PART OF THE NE 1/4 OF SECTION 16, T3N, R16W,  
CITY OF THE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN

TA SCOTT  
CONSTRUCTION  
ATTN: THOMAS SCOTT  
1154 WEST VW AVENUE  
SCHOOLCRAFT, MI 49087  
Phone # (269) 679-4766

checked	date	no.	comment
ECO	10/24/09	1	CITY PLANNER
ECO	11/11/09	2	SUBMITTAL CORRECTION PER DEPARTMENT
ECO	12/16/09	3	CITY PLANNER
ECO	12/16/09	4	CITY PLANNER
ECO	12/16/09	5	CITY PLANNER
ECO	12/24/09	6	
ECO	12/24/09	7	
ECO	12/24/09	8	
drawn by: wms			
date: 10/20/09			
checked by: mso			

project no.:  
06200300

LP2.5

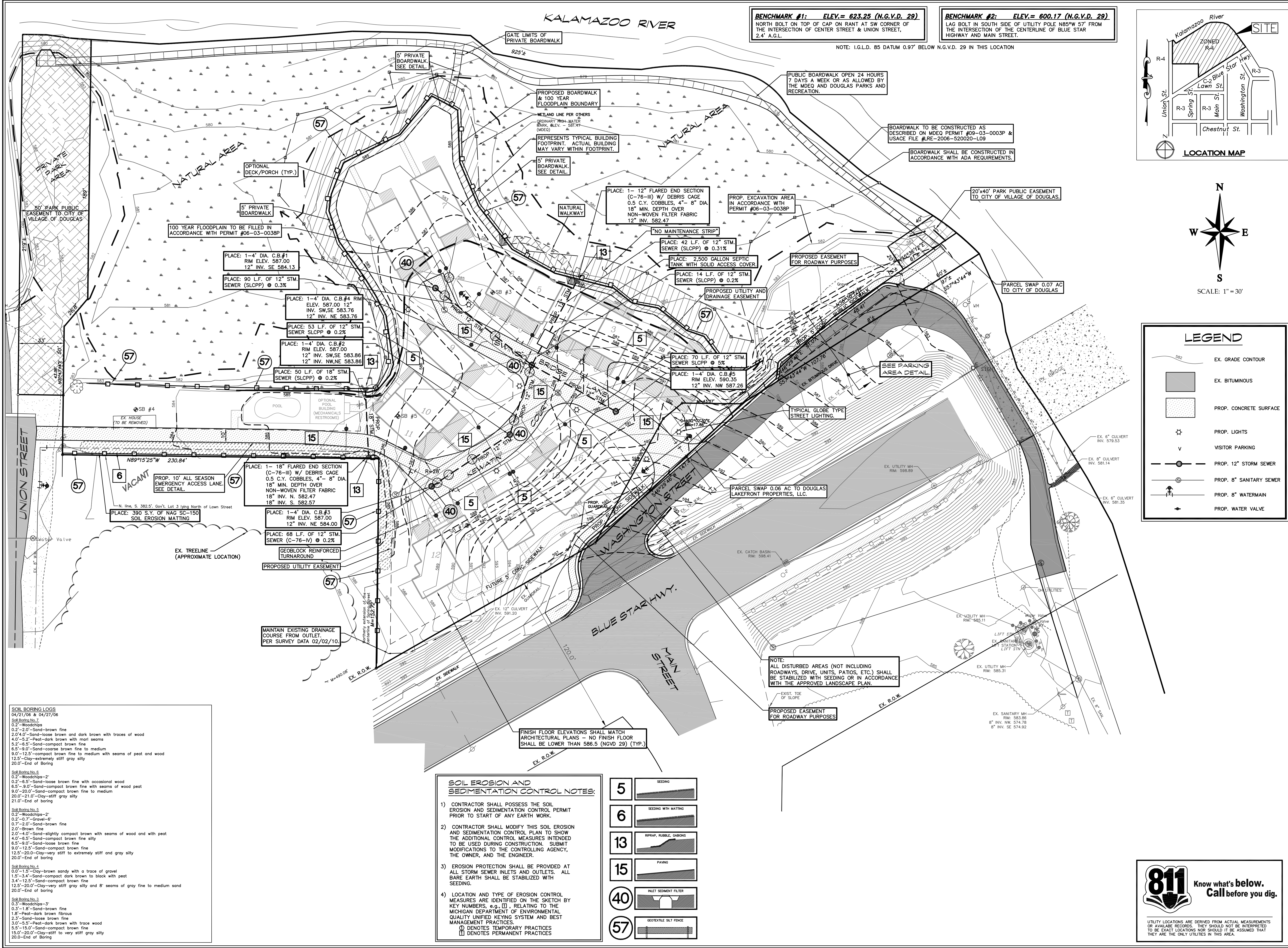
sheet no.:  
2 OF 2

**Twin Lakes Nursery, Inc.**

LANDSCAPE DESIGN AND CONSTRUCTION  
3860 MICHIGAN ROAD, N.E. • GRAND RAPIDS, MICHIGAN 49525-3415  
PHONE (616) 949-5230 • FAX (616) 949-1751  
www.twinlakesnursery.com

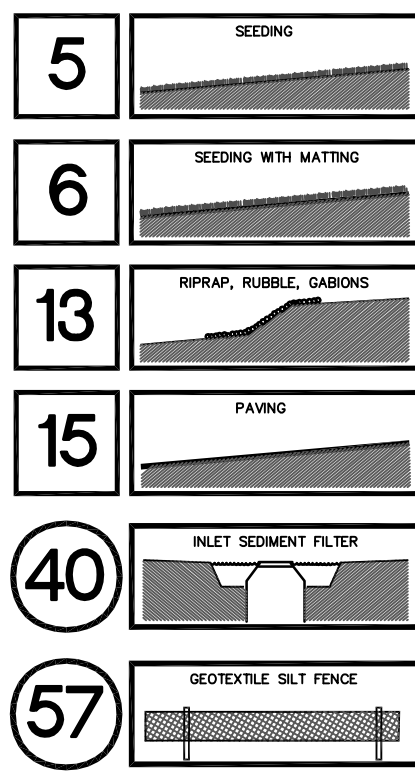






SOIL BORING LOGS	
04/21/06 & 04/27/06	
Soil Boring No. 7	
0.2'-Woodchips	
0.2'-2.0'-Sand-brown fine	
2.0'-4.0'-Sand-loose brown and dark brown with traces of wood	
4.0'-5.2'-Peat-dark brown with man seams	
5.2'-6.5'-Sand-compact brown fine	
6.5'-9.0'-Sand-coarse brown fine to medium	
9.0'-12.5'-compact brown fine to medium with seams of peat and wood	
12.5'-20.0'-Clay-extremely stiff gray silty	
20.0'-End of Boring	
Soil Boring No. 6	
0.2'-Woodchips-2'	
0.2'-6.5'-Sand-loose brown fine with occasional wood	
6.5'-9.0'-Sand-compact brown fine with seams of wood peat	
9.0'-20.0'-Sand-compact brown fine to medium	
20.0'-21.0'-Clay-stiff gray silty	
21.0'-End of boring	
Soil Boring No. 5	
0.2'-Woodchips-2'	
0.2'-0.7'-Gravel-6'	
0.7'-2.0'-Sand-brown fine	
2.0'-Brown fine	
2.0'-4.0'-Sand-slightly compact brown with seams of wood and with peat	
4.0'-6.5'-Sand-compact brown fine silty	
6.5'-9.0'-Sand-loose brown fine	
9.0'-12.5'-Sand-compact brown fine	
12.5'-20.0'-Clay-very stiff to extremely stiff and gray silty	
20.0'-End of boring	
Soil Boring No. 4	
0.0'-1.5'-Clay-brown sandy with a trace of gravel	
1.5'-3.4'-Sand-compact dark brown to black with peat	
3.4'-12.5'-Sand-compact brown fine	
12.5'-20.0'-Clay-very stiff gray silty and 8' seams of gray fine to medium sand	
20.0'-End of boring	
Soil Boring No. 3	
0.3'-Woodchips-3'	
0.3'-1.8'-Sand-brown fine	
1.8'-Peat-dark brown fibrous	
2.3'-Sand-loose brown fine	
3.0'-5.5'-Peat-dark brown with trace wood	
5.5'-15.0'-Sand-compact brown fine	
15.0'-20.0'-Clay-stiff to very stiff gray silty	
20.0'-End of Boring	

- SOIL EROSION AND SEDIMENTATION CONTROL NOTES:**
- CONTRACTOR SHALL POSSESS THE SOIL EROSION AND SEDIMENTATION CONTROL PERMIT PRIOR TO START OF ANY EARTH WORK.
  - CONTRACTOR SHALL MODIFY THIS SOIL EROSION AND SEDIMENTATION CONTROL PLAN TO SHOW THE ADDITIONAL CONTROL MEASURES INTENDED TO BE USED DURING CONSTRUCTION. SUBMIT MODIFICATIONS TO THE CONTROLLING AGENCY, THE OWNER, AND THE ENGINEER.
  - EROSION PROTECTION SHALL BE PROVIDED AT ALL STORM SEWER INLETS AND OUTLETS. ALL BARE EARTH SHALL BE STABILIZED WITH SEEDING.
  - LOCATION AND TYPE OF EROSION CONTROL MEASURES ARE IDENTIFIED ON THE SKETCH BY KEY NUMBERS, e.g., [5], RELATING TO THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY UNIFIED KEYING SYSTEM AND BEST MANAGEMENT PRACTICES.  
[D] DENOTES TEMPORARY PRACTICES  
[P] DENOTES PERMANENT PRACTICES



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

UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

**NEDERVELD**

www.nederveld.com  
1-800-222-1868

**GRAND RAPIDS**  
217 Grandville Ave., Suite 302  
Grand Rapids, MI 49503  
PHONE: (616) 575-5190

**HOLLAND**  
347 Hoover Boulevard  
Holland, MI 49423  
PHONE: (616) 393-0449

**ANN ARBOR**  
920 N. Main St.  
Ann Arbor, MI 48104  
PHONE: (734) 929-6963

**DOUGLAS LAKEFRONT PROPERTIES, LLC**

**ATTN: Thomas Scott**

1154 West YW Avenue  
Schoolcraft, MI 49087  
Phone # (269) 679-4766

project no.: 06200300

**G1.7**

sheet no.: 1 OF 4

© 2008 Nederveld, Inc.

**SWING BRIDGE**

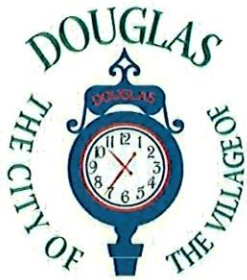
Soil Erosion / Sedimentation Control and Grading Plan for:

PART OF THE NE 1/4 OF SECTION 16, T3N, R14W, CITY OF THE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN

checked by	date	comment	no.	date
BDD	09/08/09	REVISED PER ALSEA	1	08/31/09
BDD	10/22/09	ALLEGAN COUNTY DRAIN COMMISSION	2	10/14/09
BDD	11/12/09	ALLEGAN COUNTY DRAIN COMMISSION	3	11/04/09
BDD	12/17/09	ALLEGAN COUNTY DRAIN COMMISSION	4	12/02/09
BDD	01/26/10	CITY ENGINEER	5	01/19/10
BDD	02/02/10	CITY ENGINEER	6	02/02/10
BDD	02/11/10	CITY ENGINEER	7	02/11/10
checked by	date	comment	no.	date
			8	







## Site Plan Review Application

Application Fee \$300  
Additional Fees May Apply

*The Village of Friendliness—Since 1870*

### Property Information:

Address or Location: 1 Swingbridge Lane

Parcel Number: common area Property Size: 4.4 +/- acres

Zoning District – Current: consent judgement Proposed Zoning District (if applicable): \_\_\_\_\_

Existing Use of Building/Property: Condominium Development Special Use (if applicable): \_\_\_\_\_

Type of Project (Residential or Commercial): Residential

Describe Proposed Project: This submission is for review of an updated site plan that incorporates minor  
ammendments to the existing plan. These revisions are intended to provide clarity in areas where  
the original plan lacked sufficient detail.

Estimated Project Cost: NA

### Site Plan Review Application Requirements

☒ Yes, I have read the City of Douglas Zoning Ordinance Article 24 Site Plan Review

Y N N/A

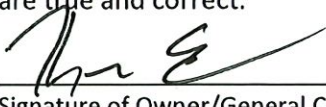
☒ ☐ ☐ Completed Site Plan Review application

☒ ☐ ☐ Plot Plan

☒ ☐ ☐ Legal Description

☒ ☐ ☐ Narrative Description

I Kevin Einfeld hereby state that all the above statements and all the accompanying information are true and correct.

  
Signature of Owner/General Contractor

10/3/24

Date

Email Address: dcontant@bdrinc.com

Phone: 616.458.8505

FOR INTERNAL USE ONLY

Item 8B.

**CITY OF DOUGLAS ZONING REVIEW**

Approved ☐ Conditional Approval ☐ Denied ☐ Permit Number \_\_\_\_\_

Rationale \_\_\_\_\_

Fee Paid ☐ Plot Plan Submitted ☐ Application Complete ☐ Legal Description Included ☐ Narrative Description Included ☐  
MDEQ Permit Required ☐ Allegan Health Dept. Permit Required ☐

Plans sent to Saugatuck Township Fire Department on: \_\_\_\_\_ Approved on: \_\_\_\_\_

Plans reviewed by Planning Commission on: \_\_\_\_\_ Approved on: \_\_\_\_\_ (Attach Minutes)

Submitted By: \_\_\_\_\_ To: \_\_\_\_\_ Date: \_\_\_\_\_  
City Staff (Initials) & Delivery Method KLSWA Representative

Submitted By: \_\_\_\_\_ To: \_\_\_\_\_ Date: \_\_\_\_\_  
City Staff (Initials) & Delivery Method MTS Representative

\_\_\_\_\_  
*Signature of Planning & Zoning Administrator* *Date*

**KALAMAZOO LAKE SEWER AND WATER AUTHORITY REVIEW**

Connection to Water / Wastewater System (Subject to appropriate connection and inspection fees)

Approved ☐ Conditional Approval ☐ Denied ☐ Permit Number \_\_\_\_\_

Rationale \_\_\_\_\_

Street and Number \_\_\_\_\_

\_\_\_\_\_  
*Signature of KLSWA Administrator* *Date*

P012092021P2

## Boardwalk at Swing Bridge

### Project Summary:

The Boardwalk at Swing Bridge includes 16 attached and detached condos located off of Swing Bridge Lane and Keewatin Court. The development will also include an exterior pool for the residents and their guests. The general common areas within the development, including private drives, landscaping, pool, and existing waterfront boardwalk will continue to be maintained by the Boardwalk at Swing Bridge Condominium Association.

The submitted site plan reflects changes to the secondary access drive, pool and pool house (ADA restroom & pool mechanicals) and surrounding landscaping consistent with landscaping throughout the development. Additionally, the site plan includes the removal of the internal boardwalk due to privacy concerns, accessibility, as well as impact on the common area landscaping.

The submitted site plan is consistent with the original development plan while addressing practical revisions necessary for completion of the development as provided by the City of Douglas.

## **Site Plan Review Application**

**October 3, 2024**

### **General Notes**

The proposed site plan amendments maintain the intent of the original consent judgment while providing clarity where the original plan lacked detail. These minor modifications enhance the overall understanding of the site plan without altering its fundamental aspects. The modifications include the removal of an internal boardwalk designated for resident use only, along with other minor revisions to update the site and landscape plans.

#### **Site Allocation and Residential Development**

The percentage of site allocated to buildings, parking lots, and other impervious surfaces will not change from the existing site plan. Similarly, for residential developments, there will be no alterations to the number, type, and density of dwelling units, or the proposed market to be served.

#### **Impact on Public Services and Construction Schedule**

There will be no impact on public services, including schools, police and fire protection, utilities, and traffic. The construction is scheduled to begin upon approval of the minor amendments.

#### **Regulatory Approvals**

No State, Federal, or other regulatory approvals are required for these minor amendments.

#### **Relationship to Surrounding Properties**

The relationship to surrounding properties and uses regarding vehicular and pedestrian access and circulation, development density and orientation, and the development's architectural and landscape character will remain consistent with the existing site plan.

#### **Environmental and Neighborhood Impact**

There will be no impact related to noise, vibration, smoke, light, glare, or other potentially problematic conditions associated with the proposed uses.

#### **Additional Information**

No independent professional studies, such as traffic studies, environmental impact assessments, fiscal impact assessments, flood plain and wetland determinations, or soil test borings, are required for these minor amendments. The proposed changes are primarily focused on providing clarity and additional detail to the existing site plan without altering its fundamental aspects or impacts.



To: The Douglas City Council

From: Lisa Nocerini, City Manager  
Laura Kasper, City Clerk/Human Resources Director

RE: City of Douglas Healthcare Benefit Structure

Date: June 2<sup>nd</sup>, 2025

This memo outlines the City's current healthcare benefit structure, provides an update on insurance cost increases, and presents staff recommendations for the upcoming fiscal year. It also explains the implications of Public Act 152 and why certain options are not operationally feasible for Douglas.

---

### **Background**

The City of Douglas currently employs 20 full-time staff members, 18 of whom are enrolled in the City's health plan and 19 of whom are enrolled in the dental insurance plan.

Each year, the City must determine its approach to employee healthcare contributions under Public Act 152 of 2011, which limits how much public employers can contribute toward employee premiums. The Act offers three compliance options:

1. Cover no more than 80% of the cost of employee healthcare premiums;
2. Follow the state's annual hard cap—a fixed dollar amount by coverage type (single, two-person, family);
3. Opt out (by a two-thirds vote of the governing body) and establish the City's own contribution method.

Historically, Douglas has elected to opt out, allowing flexibility to tailor a contribution model that balances costs and employee needs.

---

### **Current Year Challenges**

This year, the City received notice of a 15.6% increase in healthcare premiums. In response, the administration and staff have spent significant time reviewing options that maintain competitive benefits while being fiscally responsible.

We are proposing offering two new health plans and adopting a cost-sharing model that distributes the increase thoughtfully across coverage tiers—single, two-person, and



family—rather than continuing a flat-rate approach. The model aims to ensure that the health plan offering remains competitive, costs are shared equitably and remains sustainable for both the City and its employees. The changes will result in an overall expected gross increase of +7.52%, or +\$ 21,840 in premium (versus 15.6%, or \$43,500). Employees will contribute an additional \$7,000 per year towards the cost of coverage. With the updated cost share arrangement, the net impact to the City will be +5.32%, or +\$ 14,900. Employees will now contribute 5.7%, or \$17,300 of the cost of coverage (versus 3.25%, or \$10,800).

---

### **Why the Hard Cap Is Not Practical for Douglas**

While the hard cap option may appear financially appealing at first glance, its application for a small employer like Douglas presents significant administrative and logistical challenges:

- **Individualized Accounting:** Under the hard cap, the City would be required to track and reconcile contributions for each of the 18 insured employees separately. Since our healthcare rates are age-banded (because we have under 50 employees), premium costs vary by individual, not by usage or tier. This results in 18 different plan costs that would all need to be manually reviewed and adjusted against the state's hard cap thresholds.
- **Administrative Burden:** This would create a paperwork and compliance burden for both City Hall and payroll staff. Monthly calculations, audits, and employee communication would become far more complex and error-prone.
- **Unintended Equity Issues:** The hard cap often disproportionately affects employees with family coverage or older employees whose premiums are higher under the age-rated model, potentially undermining morale and recruitment/retention efforts.

For these reasons, we recommend continuing the opt-out approach, which has historically allowed Douglas to craft a balanced, consistent, and administratively feasible healthcare benefit strategy.

---

### **Proposed Premium Limits (Effective July 1, 2025)**

Based on our review, the proposed annual premium limits by coverage type (based on blended anticipated monthly premiums) are:

- \$628.79 for single coverage – HMO Plan
- \$757.54 for single coverage – PPO Plan
- \$1,359.57 for two-person coverage – HMO Plan
- \$1,637.75 for two-person coverage – PPO Plan
- \$1,780.39 for family coverage – HMO Plan
- \$2,581.68 for family coverage – PPO Plan

These amounts reflect a balanced distribution of the gross 7.52% increase and provide cost certainty for both the City and employees over the next fiscal year. The intent moving forward is to share any future health plan cost increases ratably between the City and employees (i.e., the City will absorb the same dollar amount increase as employees do in future years).

---

**Conclusion**

We believe this approach represents a fair and responsible plan that acknowledges rising healthcare costs while maintaining quality benefits and manageable administration. Staff and leadership have worked collaboratively to develop a structure that is both equitable and sustainable.

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

**RESOLUTION NO. 15-2025**

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

---

At a regular meeting of the City Council for the City of the Village of Douglas, Michigan, held at the City of the Village of Douglas City Hall, Douglas, Michigan, on the 2<sup>nd</sup> day of June 2025, at 6:00 p.m.

PRESENT:

ABSENT:

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

**RESOLUTION**

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

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

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

**NOW, THEREFORE**, be it resolved as follows:

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

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

**ADOPTED** this 2<sup>nd</sup> day of June, 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 June 2, 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

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

**RESOLUTION NO. 16-2025**

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

---

At a regular meeting of the City Council for the City of the Village of Douglas, Michigan, held at the City of the Village of Douglas City Hall, Douglas, Michigan, on the 2<sup>nd</sup> day of June 2025, at 6:00 p.m.

PRESENT:

ABSENT:

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

**RESOLUTION**

**WHEREAS**, Plante Moran benefit consultants have presented the City of the Village of Douglas with fiscal year 2025-2026 employee health and dental insurance policy options; and

**WHEREAS**, the Priority Health HMO, Priority Health PPO, and Delta Dental Plan have been chosen as the plans that best meets the financial and benefits needs of the City and its employees; and

**WHEREAS**, monthly employee contribution levels for the HMO plan are set at-  
Employee Only -\$60.00, Two Person \$80.00, Family \$100.00.

**WHEREAS**, monthly employee contribution levels for the PPO plan are set at-  
Employee Only -\$72.00, Two Person \$96.00, Family \$120.00.

**NOW, THEREFORE LET IT BE KNOWN** that the City of the Village of Douglas City Council does hereby approve and accept the proposed fiscal year 2025-2026 employee health and

dental insurance plans, and employee contribution rates. Said plans and contribution rates will begin on July 1, 2025, and shall be executed by the City Manager and filed in the Clerk's office.

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

**ADOPTED** this 2<sup>nd</sup> day of June, 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 June 2<sup>nd</sup>, 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