



**THE CITY OF THE VILLAGE OF DOUGLAS  
REGULAR MEETING OF THE CITY COUNCIL  
MONDAY, AUGUST 04, 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/85267150088>

**Join by phone by dialing:** +1 (312) 626-6799 | **Then enter "Meeting ID":** 852 6715 0088

- 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 August 4, 2025
  - B.** Approve the Council Regular Meeting Minutes for July 21, 2025
  - C.** Approve Invoices in the Amount of \$704,306.17
  - D.** Special Events - Gallery Stroll, DES Walkathon,
  - E.** City Manager Merit Increase \$5,000

*Motion to approve the Consent Calendar of August 4, 2025 – roll call vote*

- 5. PUBLIC COMMUNICATION - VERBAL (LIMIT OF 3 MINUTES, AGENDA ITEMS ONLY)**
- 6. PUBLIC COMMUNICATION - WRITTEN**
- 7. UNFINISHED BUSINESS**
- 8. NEW BUSINESS**
  - A.** Interurban Update - Presentation (Becky Carten-Crandell)
  - B.** Resolution 23-2025 - State Disaster Contingency Fund Grant (L. Nocerini)

*Motion to adopt resolution 23-2025, the State Disaster Contingency Fund Grant. - roll call vote*

**C.** Union Street Boat Launch Replacement Dock Purchase (L. Nocerini)

*Motion to approve awarding Camp & Cruise the Union Street Boat Launch Replacement Dock Purchase for the amount of \$38,882. - roll call vote*

**D.** Flywheel Agreement (L. Nocerini)

*Motion to approve a professional services agreement with Flywheel Community Development Services to support the strategic development of the 17-acre municipal parcel located at 6825 Wiley Road. - roll call vote*

**E.** Republic Services Agreement (L. Nocerini)

*Motion to approve the two (2) year extension of the Republic Refuse and Recycling Collection and Disposal Services Agreement with a 6% rate increase for 2026 and a additional 5% rate increase for 2027. - 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 (Council action will occur in the regular session)**

*Motion to enter closed session per Sections 8(1)(e) and (h) of the Open Meetings Act, to consider advice of counsel and material exempt from discussion or disclosure by state or federal statute rules, and regulations. - roll call vote*

*Motion to exit from closed session and enter back into the regular session of the City Council. - roll call vote*

*- Council motion/action recommended*

#### 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, JULY 21, 2025 AT 6:00 PM  
86 W CENTER ST., DOUGLAS MI**

---

**MINUTES**

---

1. **CALL TO ORDER:** By Mayor Pro-Tem Walker
  
2. **ROLL CALL:** By Clerk Kasper  
PRESENT  
Councilmember 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  
Planning & Zoning Administrator Sean Homyen  
ABSENT- Mayor Cathy North
  
3. **PLEDGE OF ALLEGIANCE:** Led by Mayor Pro-Tem Walker
  
4. **CONSENT CALENDAR**
  - A. Approve the Council Meeting Agenda for July 21, 2025 – *Amended, certificate recognition as item 5.*
  - B. Approve the Council Regular Meeting Minutes for July 7, 2025
  - C. Approve Invoices in the Amount of \$200,888.52
  - D. Approve Date Change for the Second November Meeting to 11/24/2025
  - E. Special Event - Labor Day Bridge Walk

*Motion by Balmer, second by Seabert, to approve the Consent Calendar of July 21, 2025, as amended. – Motion carried by unanimous roll call vote.*
  
5. **Certificate of Recognition - Dan Urquhart**
6. **PUBLIC COMMUNICATION – VERBAL:** Public comments were received.
7. **PUBLIC COMMUNICATION – WRITTEN:** Letter received
8. **UNFINISHED BUSINESS**
  - A. Special Event - Halloween Parade (Tabled 7/7/25) (L. Nocerini)

*Motion by Balmer, second by Seabert, to approve the special event permit application from Hystopolis Productions for the 27th annual Douglas Halloween Parade for the estimated cost of \$ 9,330.83 to be paid no later than one week prior to the event. – Motion carried by majority roll call vote.*  
*Voting Yea: Donovan, Seabert, Walker, Balmer. Voting Nay: O'Malley, Freeman*



## 9. NEW BUSINESS

- A. Resolution 22-2025 - Authorizing Sale of 86 W. Center Street (L. Nocerini) - *Item tabled*

*Motion by Balmer, second by Seabert, to table adoption of resolution 22-2025, authorizing the sale of city-owned property located at 86 W. Center Street, Douglas, Michigan, to Worth Strategies, LLC, for the purchase price of \$625,000, including a no-cost lease until possession, and a deed restriction prohibiting demolition of the historic structure, and authorizing the Mayor and City Clerk to execute all necessary documents. – Motion carried by unanimous roll call vote.*

- B. Resolution 21-2025 - Lot Split, 165 Main St (S. Homyen) Property owner Donovan, abstained from discussion.

*Motion by O'Malley, second by Balmer, to adopt resolution 21-2025, approving the lot split for parcel # 03-59-300-024-00 located at 165 Main Street. - Motion carried by majority roll call vote.  
Voting Yea: Seabert, O'Malley, Walker, Freeman, Balmer. Abstained: Donovan*

- C. Deer Management Recommendations - Tri-Community Wildlife Committee (L. Nocerini)

*Motion by O'Malley, second by Balmer, to approve the Private Property and Homeowner Association (HOA) Guidelines and Application for Controlled Archery Hunts within the City of the Village of Douglas, as presented, and authorize the implementation of the program for the 2025-2026 MDNR-designated hunting season, excluding the use of public lands at this time. - 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 - Update from City Manager Nocerini provided.

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

**12. COUNCIL COMMENTS:** Councilmembers made final comments.

**13. MAYOR'S REPORT/COMMENTS:** Mayor Pro-Tem Walker stated final comments.

## 14. ADJOURNMENT

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

Approved on this 4<sup>th</sup> day of August 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 July 21, 2025, I further certify that the meeting was duly called and that a quorum was present.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Laura Kasper, City Clerk

07/30/2025

## 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			
79555535				
51587	ABSOPURE WATER COMPANY	07/17/2025	08/04/2025	51.85
	PD WATER			
101-301.000-740.000	SUPPLIES			51.85
MAY-25				
51612	ALLEGAN COUNTY SHERIFF'S DEPT.	07/29/2025	08/04/2025	426.00
	DEBTS CREW			
101-463.000-802.000	CONTRACTUAL			426.00
JUNE-25				
51613	ALLEGAN COUNTY SHERIFF'S DEPT.	07/29/2025	08/04/2025	651.00
	DEBTS CREW			
101-463.000-802.000	CONTRACTUAL			651.00
SS2/73082				
51626	ALTA EQUIPMENT CO.	07/21/2025	08/04/2025	1,264.35
	PARKING BRAKE			
660-903.000-930.004	VEHICLE MAINTENANCE & REPAIRS			1,264.35
SS2/72916				
51627	ALTA EQUIPMENT CO.	07/16/2025	08/04/2025	2,178.64
	RIGHT SIDE DRIVE MOTOR LEAK			
660-903.000-930.004	VEHICLE MAINTENANCE & REPAIRS			2,178.64
7-15-25				
51585	ANTHONY D BROWN	07/17/2025	08/04/2025	324.40
	VISION REMBURSEMENT			
101-301.000-719.000	INSURANCE BENEFITS			324.40
27639				
51601	AQUATIC DOCTORS	07/15/2025	08/04/2025	28,577.50
	SYSTEMIC HERBICIDES			
594-597.002-802.000	CONTRACTUAL			28,577.50
161986				
51594	B S & A SOFTWARE	07/17/2025	08/04/2025	293.00
	SPECIAL ASSESSMENT SYSTEM SERVICE CONTRACT			
101-257.000-802.000	CONTRACTUAL			293.00
JULY-2025				
51609	BDR EXECUTIVE CUSTOM HOMES	07/29/2025	08/04/2025	340,124.00
	RELEASE OF ESCROW FOR WESTSHORE TRAIL			
101-000.000-283.000	ESCROW			340,124.00
304515				
51618	CAMP & CRUISE	05/05/2025	08/04/2025	2,350.00
	DOCK INSTALL AT WADES BAYOU APRIL 2025			
101-751.000-930.000	REPAIRS & MAINTENANCE: GENERAL			2,350.00
40241212-PMT6				
51602	CARBON SIX CONSTRUCTION INC	07/25/2025	08/04/2025	292,397.35
	PAY APP #6-415 WILEY			
470-265.000-974.000	CONSTRUCTION			292,397.35
AUG-2025				

51597	COMCAST	07/13/2025	08/04/2025	411.87
	INTERNET& PHONES-CITY HALL			
	101-265.000-851.000 TELEPHONE			411.87
-----				
AUG-2025DPW				
51598	COMCAST	07/05/2025	08/04/2025	369.44
	DPW PHONES&INTERNET			
	101-463.000-851.000 TELEPHONE			369.44
-----				
AUG-2025PD				
51599	COMCAST	07/15/2025	08/04/2025	236.09
	PD PHONE&INTERNET			
	101-301.000-851.000 TELEPHONE			236.09
-----				
BESC - 24 - 019				
51579	CONSUMERS ENERGY	07/25/2025	08/04/2025	5,000.00
	BD Bond Refund			
	101-000.000-283.000 BESC - 24 - 019 - PROW24-023			5,000.00
-----				
BESC - 25 - 009				
51608	CONSUMERS ENERGY	07/29/2025	08/04/2025	5,000.00
	BD Bond Refund			
	101-000.000-283.000 BESC - 25 - 009 - PROW25-004			5,000.00
-----				
203233930932				
51580	CONSUMERS ENERGY	07/25/2025	08/04/2025	208.74
	2993 BLUE STAR HWY #108			
	101-265.000-922.000 UTILITIES			208.74
-----				
203233930931				
51581	CONSUMERS ENERGY	07/25/2025	08/04/2025	223.35
	2993 BLUE STAR HWY #100			
	101-265.000-922.000 UTILITIES			223.35
-----				
201899040394				
51582	CONSUMERS ENERGY	07/24/2025	08/04/2025	60.58
	250 WILEY RD			
	213-753.000-922.000 UTILITIES			60.58
-----				
201009498402				
51583	CONSUMERS ENERGY	07/24/2025	08/04/2025	38.30
	147 CENTER ST			
	101-751.000-922.000 UTILITIES			38.30
-----				
201721054420				
51591	CONSUMERS ENERGY	07/21/2025	08/04/2025	278.76
	37 S WASHINGTON-EV CHARGING STATION			
	101-751.000-922.000 UTILITIES			278.76
-----				
206259368124				
51592	CONSUMERS ENERGY	07/21/2025	08/04/2025	291.94
	2993 BLUE STAR HWY #102			
	101-265.000-922.000 UTILITIES			291.94
-----				
206259368125				
51593	CONSUMERS ENERGY	07/21/2025	08/04/2025	455.93
	2993 BLUE STAR HWY #101			
	101-265.000-922.000 UTILITIES			455.93
-----				
206081470034				
51611	CONSUMERS ENERGY	07/29/2025	08/04/2025	56.16
	201 S WASHINGTON			

594-597.000-922.000	UTILITIES			56.16
15663				
51628	D & L TRUCK AND TRAILER, LLC	07/22/2025	08/04/2025	1,424.95
	YEARLY INPSECTION			
660-903.000-930.004	VEHICLE MAINTENANCE & REPAIRS			1,424.95
9598				
51596	DOUGLAS SHELL	07/17/2025	08/04/2025	91.75
	VEHICLE 5 REPAIRS			
101-301.000-930.004	VEHICLE MAINTENANCE & REPAIRS			91.75
29029797-1				
51584	GALLS	07/17/2025	08/04/2025	125.55
	UNIFORM-TREVOR DYER			
101-301.000-750.000	UNIFORMS			125.55
7-21-2025				
51586	GALLS	07/17/2025	08/04/2025	406.03
	UNIFORM-TONY BROWN			
101-301.000-750.000	UNIFORMS			406.03
7-24-25VISION				
51603	KYLE HOOKER	07/24/2025	08/04/2025	300.00
	VISION REIMBURSEMENT			
101-463.000-719.000	INSURANCE BENEFITS			300.00
303091				
51616	IHLE AUTO PARTS	07/17/2025	08/04/2025	12.20
	FUEL CAP			
660-903.000-930.004	VEHICLE MAINTENANCE & REPAIRS			12.20
7-2025				
51573	JOHN THOMAS	07/08/2025	08/04/2025	470.00
	REIMBURSEMENT FOR ART IN DOUGLAS			
248-728.000-880.000	COMMUNITY PROMOTION			470.00
1005285				
51617	JOHN'S BATTERY & ELECTRIC	07/28/2025	08/04/2025	179.95
	LOADER			
660-903.000-860.000	GAS & OIL			179.95
25-3100 SCHULTZ				
51633	KALAMAZOO LAKE SEWER & WATER	07/15/2025	08/04/2025	1,216.84
	3100 SCHULTZ PARK DR			
101-751.000-922.000	UTILITIES			1,216.84
ILY25-25MAINDRK				
51634	KALAMAZOO LAKE SEWER & WATER	07/15/2025	08/04/2025	30.24
	25 MAIN DRINKING FOUNTAIN			
101-751.000-922.000	UTILITIES			30.24
JLY25-25MAIN IRR				
51635	KALAMAZOO LAKE SEWER & WATER	07/15/2025	08/04/2025	307.61
	25 MAIN IRRIGATION			
101-751.000-922.000	UTILITIES			307.61
5-50LAKESHORE B				
51636	KALAMAZOO LAKE SEWER & WATER	07/15/2025	08/04/2025	148.06
	50 LAKESHORE DR BATHROOM			
101-751.000-922.000	UTILITIES			148.06
Y25-47 CENTER ST				

51637	KALAMAZOO LAKE SEWER & WATER	07/15/2025	08/04/2025	211.72
	47 CENTER ST POLICE STATION			
	101-301.000-922.000 UTILITIES			211.72
-----				
25-147	CENTER ST			
51638	KALAMAZOO LAKE SEWER & WATER	07/15/2025	08/04/2025	92.78
	147 CENTER ST IRRIGATION			
	101-751.000-802.000 CONTRACTUAL			92.78
-----				
Y25-86	CENTER ST			
51639	KALAMAZOO LAKE SEWER & WATER	07/15/2025	08/04/2025	91.86
	86 CENTER ST			
	101-265.000-922.000 UTILITIES			91.86
-----				
LY25-455	CENTER			
51640	KALAMAZOO LAKE SEWER & WATER	07/15/2025	08/04/2025	153.81
	455 CENTER ST			
	101-751.000-922.000 UTILITIES			153.81
-----				
ILY25-2995	BS101			
51641	KALAMAZOO LAKE SEWER & WATER	07/15/2025	08/04/2025	207.91
	2995 BLUE STAR STE 101			
	101-265.000-922.000 UTILITIES			207.91
-----				
25-2995BS	STE102			
51642	KALAMAZOO LAKE SEWER & WATER	07/15/2025	08/04/2025	206.25
	2995 BLUE STAR HWY STE 102			
	101-265.000-922.000 UTILITIES			206.25
-----				
25-2995BS	STE106			
51643	KALAMAZOO LAKE SEWER & WATER	07/15/2025	08/04/2025	82.38
	2995 BLUE STAR HWY STE 106			
	101-265.000-922.000 UTILITIES			82.38
-----				
JULY25-26	BAYOU			
51644	KALAMAZOO LAKE SEWER & WATER	07/15/2025	08/04/2025	375.31
	26 BAYOU DR			
	101-751.000-922.000 UTILITIES			375.31
-----				
JLY25-486	WATER			
51645	KALAMAZOO LAKE SEWER & WATER	07/15/2025	08/04/2025	99.99
	486 WATER ST NEW BARN			
	101-265.000-922.000 UTILITIES			99.99
-----				
i-201	WASHINGTON			
51646	KALAMAZOO LAKE SEWER & WATER	07/15/2025	08/04/2025	84.67
	201 WASHINGTON ST			
	594-597.000-922.000 UTILITIES			84.67
-----				
-37	WASHINGTON			
51647	KALAMAZOO LAKE SEWER & WATER	07/15/2025	08/04/2025	254.32
	BATHROOMS			
	101-751.000-922.000 UTILITIES			254.32
-----				
7-18-25				
51631	LAURA KASPER	07/18/2025	08/04/2025	49.00
	ACCA MEETING			
	101-215.000-861.000 MILEAGE REIMBURSEMENT			49.00
-----				
3426				
51623	LAKESHORE OUTDOORS LLC	07/16/2025	08/04/2025	896.00
	ROAD GRAVEL			

101-463.000-802.000	CONTRACTUAL			896.00
JULY2025				
51578	LAW ENFORCEMENT SYSTEMS, INC.	07/14/2025	08/04/2025	345.00
	PARKING TICKETS			
101-301.000-740.000	SUPPLIES			345.00
49080148				
51624	MCCLOUD SERVICES	07/16/2025	08/04/2025	56.94
	486 WATER ST PEST CONTROL			
101-265.000-802.000	CONTRACTUAL			56.94
49080140				
51625	MCCLOUD SERVICES	07/16/2025	08/04/2025	56.94
	415 WILEY PEST CONTROL			
101-265.000-802.000	CONTRACTUAL			56.94
58976				
51614	MENARDS-HOLLAND	07/22/2025	08/04/2025	125.51
	CONCRETE MIX			
101-463.000-740.000	SUPPLIES			125.51
59123				
51615	MENARDS-HOLLAND	07/25/2025	08/04/2025	155.94
	SUPPLIES			
101-751.000-977.000	EQUIPMENT			155.94
5559494151				
51574	MICHIGAN GAS UTILITIES	07/22/2025	08/04/2025	42.58
	415 WILEY APT 108			
101-265.000-922.000	UTILITIES			42.58
5561414794				
51575	MICHIGAN GAS UTILITIES	07/23/2025	08/04/2025	39.92
	47 W CENTER ST			
101-301.000-922.000	UTILITIES			39.92
5561854981				
51576	MICHIGAN GAS UTILITIES	07/23/2025	08/04/2025	51.06
	86 CENTER			
101-265.000-922.000	UTILITIES			51.06
5561271816				
51577	MICHIGAN GAS UTILITIES	07/23/2025	08/04/2025	41.25
	415 WILEY APT 102			
101-265.000-922.000	UTILITIES			41.25
5563674677				
51605	MICHIGAN GAS UTILITIES	07/25/2025	08/04/2025	46.11
	486 WATER			
101-265.000-922.000	UTILITIES			46.11
5563122367				
51606	MICHIGAN GAS UTILITIES	07/23/2025	08/04/2025	42.58
	415 WILEY STE 101			
101-265.000-922.000	UTILITIES			42.58
59275				
51600	NEW DAWN LINEN SERVICE	07/21/2025	08/04/2025	48.72
	CITY HALL & PD RUG CLEANING			
101-265.000-802.000	COMMERCIAL CLEANING			16.69
101-301.000-802.000	COMMERCIAL CLEANING			32.03

7-28-25MML				
51610	CATHY NORTH	07/28/2025	08/04/2025	760.00
	REIMBURSEMENT FOR MML CONFERENCE AND MICHIGAN ASSOCIATION OF MAYORS DUES			
101-101.000-718.000	TRAINING FUNDS			650.00
101-101.000-908.000	DUES/FEES/PUBLICATIONS			110.00
2507-881305				
51619	OVERISEL LUMBER CO.	07/22/2025	08/04/2025	63.84
	CITY HALL			
101-463.000-740.000	SUPPLIES			39.90
101-265.000-930.000	REPAIRS & MAINTENANCE: GENERAL			23.94
2507-880129				
51620	OVERISEL LUMBER CO.	07/18/2025	08/04/2025	4.99
	AED			
101-265.000-740.000	SUPPLIES			4.99
2507-879958				
51621	OVERISEL LUMBER CO.	07/17/2025	08/04/2025	12.48
	CHEM CABINET			
101-265.000-930.000	REPAIRS & MAINTENANCE: GENERAL			12.48
2507-879690				
51622	OVERISEL LUMBER CO.	07/17/2025	08/04/2025	34.97
	SUPPLIES			
101-751.000-740.000	SUPPLIES			26.98
101-463.000-930.000	REPAIRS & MAINTENANCE: GENERAL			7.99
JULY-2025 REFILL				
51604	PITNEY BOWES INC	07/24/2025	08/04/2025	300.00
	POSTAGE REFILL			
101-215.000-901.000	POSTAGE			300.00
10494983				
51632	PM GROUP BENEFIT	07/29/2025	08/04/2025	833.00
	BENEFIT PLAN CONSULTING			
101-265.000-802.000	CONTRACTUAL			833.00
0000295				
51607	POW STRATEGIES INC	07/25/2025	08/04/2025	3,000.00
	DDA STRATEGIC PLAN			
248-728.000-718.000	TRAINING FUNDS			3,000.00
2500000610				
51595	SAUGATUCK TOWNSHIP	07/17/2025	08/04/2025	114.00
	WATER&SEWER CONTRACT-SPLIT WITH TWP			
101-266.000-801.000	CONTRACTUAL ATTORNEY			114.00
25-0000768				
51630	SAUGATUCK TWP FIRE DISTRICT	07/24/2025	08/04/2025	200.00
	RENTAL HOME INSPECTIONS			
101-701.000-802.000	CONTRACTUAL			200.00
INV00771664				
51629	USA BLUE BOOK	07/18/2025	08/04/2025	1,264.21
	CABINET			
101-751.000-740.000	SUPPLIES			1,264.21
VC3-212590				
51588	VC3 INC	07/18/2025	08/04/2025	107.12
	CLOUD PROTECTION			



101-265.000-802.000	CONTRACTUAL		107.12
-----			
VC3-212592			
51589 VC3 INC	07/18/2025	08/04/2025	272.55
EXCHANGE PLAN AND LICENSES			
101-265.000-802.000	CONTRACTUAL		272.55
-----			
VC3-212591			
51590 VC3 INC	07/18/2025	08/04/2025	46.20
PD EXCHANGE PLAN			
101-301.000-802.000	CONTRACTUAL		46.20
-----			
INV3562867VC3			
51648 VC3 INC	07/11/2025	08/04/2025	7,451.83
COMPUTERS			
101-265.000-979.000	CAPITAL OUTLAY		3,500.00
101-257.000-979.000	CAPITAL OUTLAY		423.03
101-463.000-979.000	CAPITAL OUTLAY		2,500.00
101-172.000-740.000	SUPPLIES		500.00
101-172.000-813.000	MEETINGS		500.00
101-265.000-740.000	SUPPLIES		28.80
-----			
# of Invoices: 76 # Due: 76 Totals:			704,306.17
# of Credit Memos: 0 # Due: 0 Totals:			0.00
Net of Invoices and Credit Memos:			704,306.17

-----

--- TOTALS BY FUND ---

101 - GENERAL FUND	374,599.82
213 - SCHULTZ PARK LAUNCH RAMP	60.58
248 - DOWNTOWN DEVELOPMENT AUTHORITY	3,470.00
470 - MUNICIPAL BUILDING FUND	292,397.35
594 - DOUGLAS MARINA	28,718.33
660 - EQUIPMENT RENTAL FUND	5,060.09

--- TOTALS BY DEPT/ACTIVITY ---

000.000 -	350,124.00
101.000 - LEGISLATIVE	760.00
172.000 - MANAGER	1,000.00
215.000 - CLERK	349.00
257.000 - ASSESSING	716.03
265.000 - BUILDING & GROUNDS	299,814.60
266.000 - ATTORNEY	114.00
301.000 - POLICE	1,910.54
463.000 - GENERAL STREETS & ROW	5,315.84
597.000 - DOUGLAS MARINA	140.83
597.002 - DOUGLAS HARBOR AUTHORITY	28,577.50
701.000 - PLANNING & ZONING	200.00
728.000 - DOWNTOWN DEVELOPMENT AUTHORITY	3,470.00
751.000 - PARKS & RECREATION	6,693.16
753.000 - LAUNCH RAMPS	60.58

903.000 - EQUIP. REPAIRS & MAINTENANCE

5,060.09



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

[www.douglasmi.gov](http://www.douglasmi.gov)  
[info@douglasmi.gov](mailto:info@douglasmi.gov)

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

Date Received: 10/25/25  
**CITY COUNCIL ACTION:**  
 Approved \_\_\_\_\_ Denied \_\_\_\_\_ Date \_\_\_\_\_  
**POLICE DEPARTMENT ACTION:**  
 Approved ☒ Denied \_\_\_\_\_ Date \_\_\_\_\_  
**DEPARTMENT OF PUBLIC WORKS ACTION:**  
 Approved ☒ Denied \_\_\_\_\_ Date \_\_\_\_\_  
 Estimated Fees: \_\_\_\_\_

## APPLICATION FOR SPECIAL EVENT PERMIT

The City of Douglas offers two types of permits for events within the City. A Special Event is described as a large gathering of people that covers a broader range of the City, such as, the entire park(s), right-of-ways, trails, street closures, sidewalks, etc. These events also require significant coordination and requests of City resources, such as, Douglas Police Department, Department of Public Works, and Saugatuck Township Fire Department. **Special Event Permits will require approval from City Council and need to be filled out in its entirety and returned to the City Clerk's office a minimum of 90 days prior to the scheduled event.** A Park Reservation permit is described as a small gathering confined to a small area of a park and does not require significant City coordination or resources. Park Reservation permits require only City administration approval. Please see the City of Douglas' Event Policy for more information. **Required Authorizing Personnel Signatures page must be completed prior to submitting it to City Hall for Council approval.** A Cost Confirmation Form will be provided to the applicant/organization after application submittal. This form will outline the total estimated costs of the event. If the total estimated costs do not exceed \$3,000, then no payment will be required. However, should costs exceed this threshold, then the applicant/organization will be responsible for the additional charges above and beyond \$3,000.

### APPLICANT/ORGANIZATION INFORMATION

Organization: RUTH CROWE ARTIST STUDIO

Applicant Name: RUTH CROWE

PH: [REDACTED]

Street Address/P.O. Box: [REDACTED]

City/State/Zip Code: DOUGLAS MI 49406

E-mail: [REDACTED]

CONTACT PERSON ON DAY OF EVENT: RUTH CROWE

PH: [REDACTED]

### EVENT INFORMATION

Name of Event: 1 YR. ANNIVERSARY OF STUDIO / AREA WIDE GALLERY SPROLL

Location of Event: 36 CENTER STREET (MAIN STREET PARKING LOT)

Event Date(s): 12 OCT 25 10/11/25 Start Time: 4 pm End Time: 7 pm

Estimated Date/Time for: Set-Up \_\_\_\_\_ Clean-Up \_\_\_\_\_

Anticipated Number of Attendees: 1-200+ Anticipated Number of Volunteers: NA

Event Description: FOOD TRUCK FOR EVENT

\* SPRING ST. ←  
LOCATION: 2 SPACES NEXT TO MY  
OF TRUCK STUDIO SPACE

**EVENT DETAILS**

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

Street closure date/time: \_\_\_\_\_ Street re-open date/time: \_\_\_\_\_

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

Parade start time: \_\_\_\_\_ Parade finish time: \_\_\_\_\_

**MUSIC:**

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

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

Time music will begin: \_\_\_\_\_ end: \_\_\_\_\_

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

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

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

*Food Truck*

**ALCOHOL:**

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

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

☐ Provide Copy of Michigan Liquor Control License

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

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

**EVENT SIGNAGE:**

City approval is required for any temporary signage in the public right-of-way or on City property.

Please visit [www.douglasmi.gov](http://www.douglasmi.gov) to obtain the 14 Day Temporary Sign Permit application.

**FIREWORKS:**

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

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

☐ Council Resolution will be Required – see City Clerk

**TENTS/CANOPIES/BOOTHES:**

Will tents/canopies be installed? ☐ Yes ☒ No

If yes, ☐ Tents – Quantity \_\_\_\_\_

☐ Notify the Director of the Douglas Department of Public Works @ 269-857-2763 to discuss placement locations (Irrigation systems are located at Beery Field and Schultz Park)

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

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

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

**REQUIRED AUTHORIZING PERSONNEL SIGNATURES:**

If your event requires City services, please seek proper authorization. Applicable fees may apply depending upon the assistance required by the City. See event fee schedule for associated costs.

**DEPARTMENT OF PUBLIC WORKS:**

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

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

☐ Approved ☐ Denied

☒ Approved with Conditions DPW to provide cones for  
Safety

Authorized Personnel Signature

Richy A. Zait

Date:

7/1/25

**DOUGLAS POLICE DEPARTMENT:**

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

If yes, please describe & include times: \_\_\_\_\_

☒ Approved ☐ Denied

☐ Approved with Conditions \_\_\_\_\_

Authorized Personnel Signature

SAH

Date:

07/01/25

**APPLICANT/ORGANIZATION CHECK LIST**

- ☐ Completed Application
- ☐ Event Map (include detailed event layout for food vendors/concessions, booths, portable restrooms, road closures, barricades, music, parade route, event signage, etc.)
- ☐ Certificate of Insurance (listing the City of Douglas as additional insured – once approved)
- ☐ Fireworks Resolution – 60 days in advance (if applicable)
- ☐ Michigan Liquor Control Commission Special Event License (if applicable)
- ☐ Health Department Food Service License (if applicable)
- ☐ Requirements for Tent Structures (if applicable)
- ☐ Department of Public Works Authorized Personnel Signature
- ☐ Police Department Authorized Personnel Signature
- ☐ Yes, I have read the City of Douglas' Event Policy
- If document(s) are missing, please explain: \_\_\_\_\_

The Applicant/Organization understand and agrees to the following:

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

**HOLD HARMLESS/INDEMNITY**

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


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

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

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

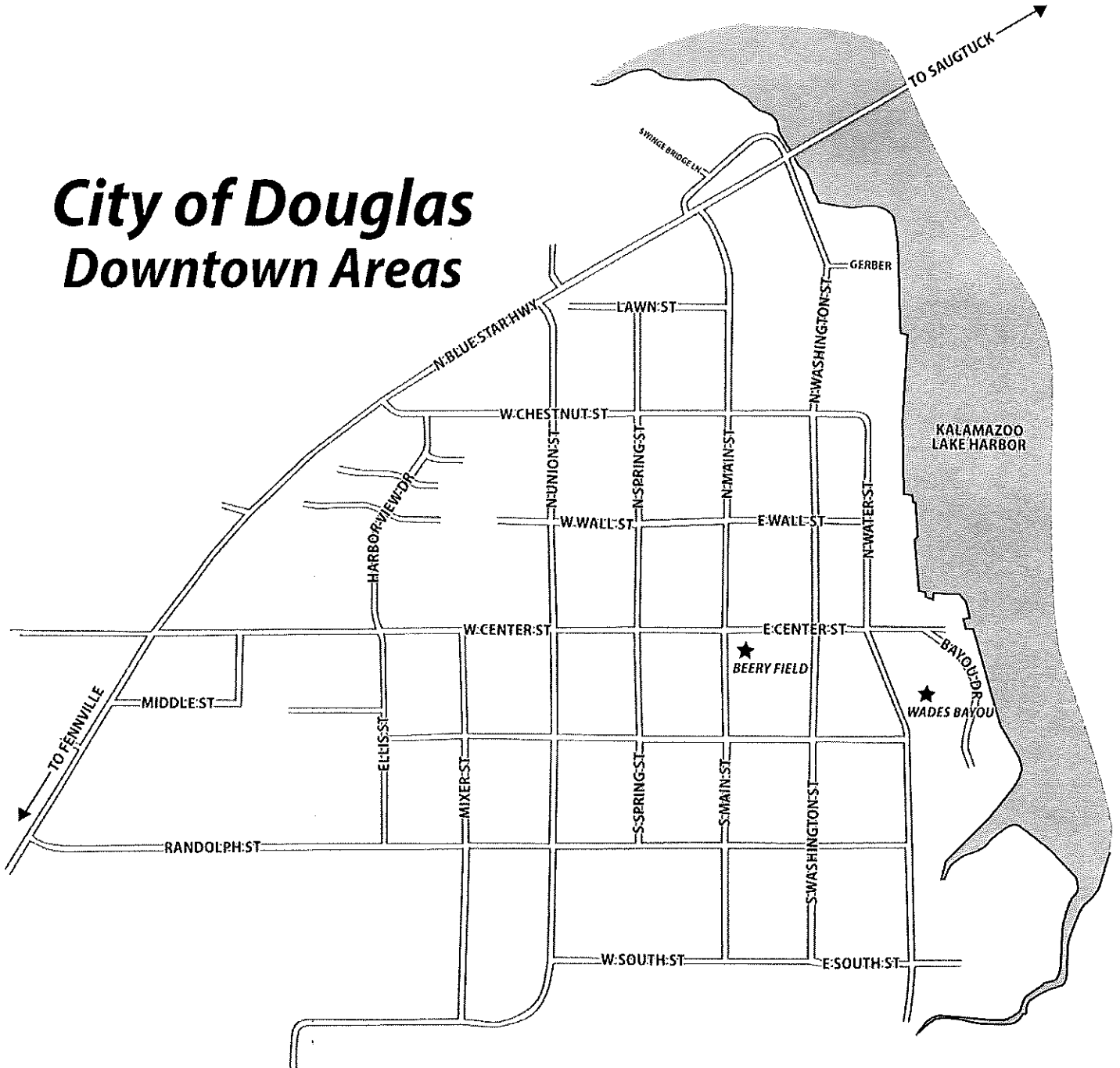
As the Applicant or duly authorized agent of the Organization, I hereby apply for approval of this special event and affirm the above understandings. The information provided on this application is true and complete to the best of my knowledge.

Printed Name of Applicant: RUTH CROWE Date: 25 JUNE 25

Signature of Applicant:  Date: 11



# City of Douglas Downtown Areas







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

[www.douglasmi.gov](http://www.douglasmi.gov)  
[info@douglasmi.gov](mailto:info@douglasmi.gov)

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

Date Received: 6/16/2025  
**CITY COUNCIL ACTION:**  
 Approved \_\_\_\_\_ Denied \_\_\_\_\_ Date \_\_\_\_\_  
**POLICE DEPARTMENT ACTION:**  
 Approved \_\_\_\_\_ Denied \_\_\_\_\_ Date \_\_\_\_\_  
**DEPARTMENT OF PUBLIC WORKS ACTION:**  
 Approved \_\_\_\_\_ Denied \_\_\_\_\_ Date \_\_\_\_\_  
 Estimated Fees: \_\_\_\_\_

## APPLICATION FOR SPECIAL EVENT PERMIT

The City of Douglas offers two types of permits for events within the City. A **Special Event** is described as a large gathering of people that covers a broader range of the City, such as, the entire park(s), right-of-ways, trails, street closures, sidewalks, etc. These events also require significant coordination and requests of City resources, such as, Douglas Police Department, Department of Public Works, and Saugatuck Township Fire Department. **Special Event Permits will require approval from City Council and need to be filled out in its entirety and returned to the City Clerk's office a minimum of 90 days prior to the scheduled event.** A **Park Reservation** permit is described as a small gathering confined to a small area of a park and does not require significant City coordination or resources. Park Reservation permits require only City administration approval. Please see the City of Douglas' Event Policy for more information. **Required Authorizing Personnel Signatures page must be completed prior to submitting it to City Hall for Council approval.** A Cost Confirmation Form will be provided to the applicant/organization after application submittal. This form will outline the total estimated costs of the event. If the total estimated costs do not exceed \$3,000, then no payment will be required. However, should costs exceed this threshold, then the applicant/organization will be responsible for the additional charges above and beyond \$3,000.

### APPLICANT/ORGANIZATION INFORMATION

Organization: Douglas Elementary PTO

Applicant Name: Lindsay Henry PH: [REDACTED]

Street Address/P.O. Box: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

E-mail: [REDACTED]

CONTACT PERSON ON DAY OF EVENT: Lindsay Henry PH: [REDACTED]

### EVENT INFORMATION

Name of Event: DES Walkathon Evening Event

Location of Event: Beery Field

Event Date(s): 10/3/25 Start Time: 5:30 pm End Time: 7:30 pm

Estimated Date/Time for: Set-Up morning Clean-Up an hour after

Anticipated Number of Attendees: 300 Anticipated Number of Volunteers: 15-20

Event Description: Douglas Elementary school fundraising event

**EVENT DETAILS**

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

Street closure date/time: \_\_\_\_\_ Street re-open date/time: \_\_\_\_\_

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

Parade start time: \_\_\_\_\_ Parade finish time: \_\_\_\_\_

**MUSIC:**

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

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

Time music will begin: 5:00 pm end: 7:30 pm

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

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

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

**ALCOHOL:**

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

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

☐ Provide Copy of Michigan Liquor Control License

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

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

**EVENT SIGNAGE:**

City approval is required for any temporary signage in the public right-of-way or on City property.

Please visit [www.douglasmi.gov](http://www.douglasmi.gov) to obtain the 14 Day Temporary Sign Permit application.

**FIREWORKS:**

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

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

☐ Council Resolution will be Required – see City Clerk

**TENTS/CANOPIES/BOOTHES:**

Will tents/canopies be installed? ☒ Yes ☐ No

If yes, ☒ Tents – Quantity 5 \_\_\_\_\_

☐ Notify the Director of the Douglas Department of Public Works @ 269-857-2763 to discuss placement locations (Irrigation systems are located at Beery Field and Schultz Park)

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

Will booths be set up? ☒ Yes, Quantity 5 \_\_\_\_\_ ☐ No

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



**REQUIRED AUTHORIZING PERSONNEL SIGNATURES:**

If your event requires City services, please seek proper authorization. Applicable fees may apply depending upon the assistance required by the City. See event fee schedule for associated costs.

**DEPARTMENT OF PUBLIC WORKS:**

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

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

☐ Approved ☐ Denied

☒ Approved with Conditions Nothing required from DPW

Authorized Personnel Signature

Phil Zoet

Date:

7/31/25

**DOUGLAS POLICE DEPARTMENT:**

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

If yes, please describe & include times: \_\_\_\_\_

☐ Approved ☐ Denied

☐ Approved with Conditions \_\_\_\_\_

Authorized Personnel Signature \_\_\_\_\_

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

**REQUIRED AUTHORIZING PERSONNEL SIGNATURES:**

If your event requires City services, please seek proper authorization. Applicable fees may apply depending upon the assistance required by the City. See event fee schedule for associated costs.

**DEPARTMENT OF PUBLIC WORKS:**

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

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

☐ Approved ☐ Denied

☐ Approved with Conditions \_\_\_\_\_

Authorized Personnel Signature \_\_\_\_\_ Date: \_\_\_\_\_

**DOUGLAS POLICE DEPARTMENT:**

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

If yes, please describe & include times: \_\_\_\_\_

☒ Approved ☐ Denied

☐ Approved with Conditions \_\_\_\_\_

Authorized Personnel Signature  Date: 07/31/2025

**APPLICANT/ORGANIZATION CHECK LIST**

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

If document(s) are missing, please explain: \_\_\_\_\_

The Applicant/Organization understand and agrees to the following:

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

**HOLD HARMLESS/INDEMNITY**


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

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

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

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

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

Printed Name of Applicant: Lindsay Henry Date: 6/16/25  
 Signature of Applicant:  Date: 6/16/25

**CITY OF THE VILLAGE OF DOUGLAS  
ALLEGAN COUNTY, MICHIGAN  
RESOLUTION NO. 23-2025**

**STATE DISASTER CONTINGENCY FUND GRANT RESOLUTION**

**BE IT RESOLVED BY** *the City Council OF the City of the Village of Douglas,*

**WHEREAS,** *the City of the Village of Douglas, Michigan, is a political subdivision within the State of Michigan with an official Emergency Operations Plan in compliance with Section 19 of the Emergency Management Act, Act 390, Public Acts of 1976, as amended.*

**WHEREAS,** *the City of the Village of Douglas sustained severe losses of major proportions brought on by the May 15, 2025, severe wind and rainstorm resulting in the following conditions:*

- *Downed trees blocking public roadways*
- *Widespread debris threatening public safety*
- *Significant damage requiring contractor assistance*
- *Use of City personnel and equipment for extended cleanup and emergency response*

**WHEREAS,** *the City Council certifies that the Allegan County Emergency Operations Plan was implemented at the onset of the disaster at approximately 12:01 a.m. on May 15, 2025, and all applicable disaster relief forces identified therein were exhausted.*

**WHEREAS,** *as a direct result of the disaster, public damage and expenditures were extraordinary and place an unreasonably great financial burden on the City of the Village of Douglas totaling \$36,885.25.*

**NOW, THEREFORE, BE IT RESOLVED THAT,** *The City Council requests that the Governor authorize a grant to the City of the Village of Douglas from the State Disaster Contingency Fund pursuant to Section 19, Act 390, Public Acts of 1976, as amended.*

**FURTHERMORE,** *Lisa Nocerini, City Manager, is authorized to execute for and on behalf of the City of the Village of Douglas the application for financial assistance and to provide to the State any information required for that purpose.*

Motion by:

Second by:

YEAS:

NAYS:

ABSENT:

Adopted this 4<sup>th</sup> day of August 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 Monday, August 4, 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

## REGULAR CITY COUNCIL MEETING

August 4, 2025 at 6:00 PM

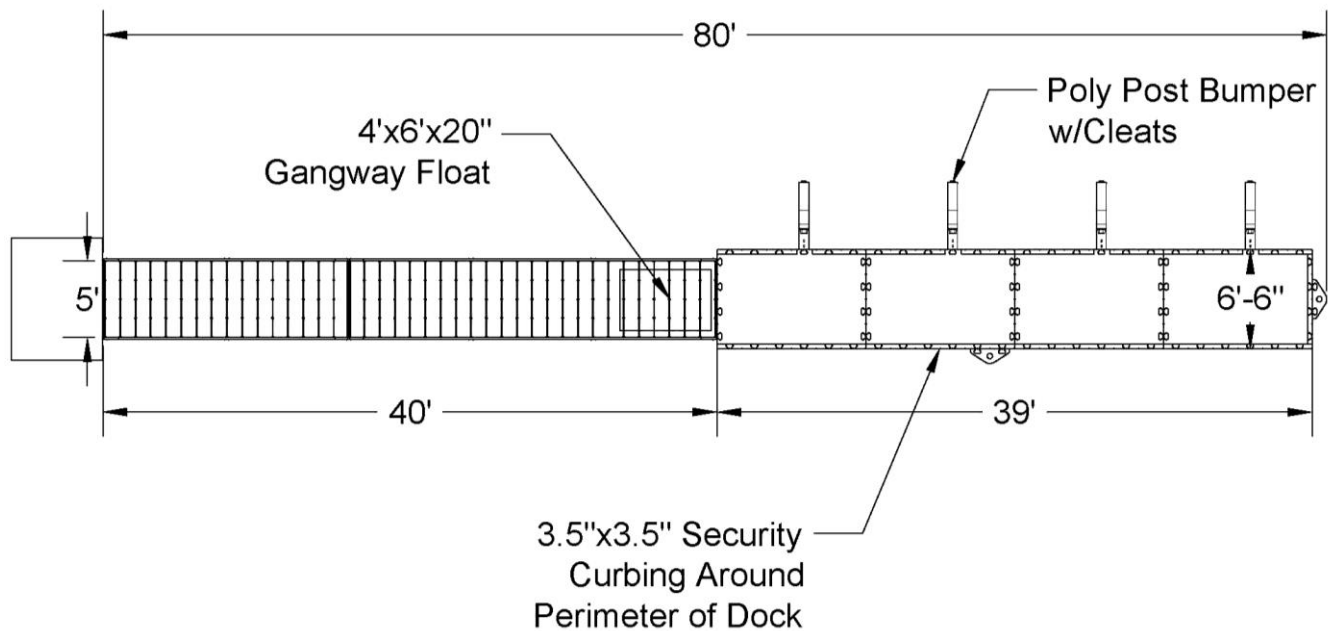
**TO: City Council**

**FROM: Lisa Nocerini, City Manager**

**SUBJECT: Union Street Boat Launch Replacement Dock Purchase**

One of the budgeted items for FY25/26 was to replace the Union Street boat launch and to ensure the longevity of the ramp. The current dock has damaged spuds and bumpers, as well as damaged hinges. The dock also has significant vertical movement when walking, nor was it designed to handle the type of use seen at a public launch. Due to these damages and concerns, City staff sought quotes for a replacement dock.

The proposed dock is designed with a gangway float leading to a floating dock with bumpers and cleats.



The following quotes were received:

EZ Dock Mid-America	\$40,787
Donkersloot & Sons Marine Development Co.	\$40,060
Camp & Cruise	\$38,882

Funds for this project have been budgeted in the FY 25/26 budget under:

General Fund – Parks & Recreation & Cemetery – Capital Outlay Account 101-751-979	\$110,000
---	-----------

The remaining funds will be used towards the repairs of the ramp.

**Sample Motion: I recommend City Council award Camp & Cruise the Union Street Boat Launch Replacement Dock Purchase for the amount of \$38,882.**



# MEMORANDUM

**TO:** City Council

**FROM:** Lisa Nocerini, City Manager

**SUBJECT:** Approval of Professional Services Agreement with Flywheel Community Development Services

**DATE:** August 4, 2025

---

As the City continues to move forward with the strategic development of the 17-acre municipal parcel located at 6825 Wiley Road, it is critical that we secure professional support to assist with the negotiation of a development agreement that delivers the maximum benefit to the community—particularly in the area of workforce housing.

Flywheel Community Development Services, led by Ryan Kilpatrick, has submitted a proposal to provide expert consulting services in support of this initiative. The firm has extensive experience in municipal development negotiations, affordable housing strategy, and site planning consultation.

## Scope of Services:

Flywheel's work will include but not be limited to:

- **Development Agreement Negotiation Support** – including performance standards, phasing, timelines, and accountability measures.
- **Site Planning Consultation** – advising on density, layout, and housing mix to meet community needs.
- **Workforce Housing Strategy** – including affordability targets, pricing, and long-term preservation mechanisms.
- **Incentive Structuring** – ensuring any incentives offered align with measurable public benefit and return on investment.
- **Best Practices Implementation** – applying proven strategies and innovative approaches drawn from successful comparable projects.

## Compensation:

- **Hourly Rate:** \$195/hour (inclusive of travel)

- **Billing Basis:** Time and materials, invoiced monthly
- **Payment Terms:** Net 30

Flywheel has committed to strategic, cost-effective project management and communication to minimize billable hours while maximizing value.

***Suggested Motion:*** Approve a professional services agreement with Flywheel Community Development Services to support the strategic development of the 17-acre municipal parcel located at 6825 Wiley Road.

# PROFESSIONAL SERVICES PROPOSAL

**To:** The City of Douglas  
**From:** Flywheel Community Development Services  
**Date:** July 31, 2025  
**Re:** Development Negotiation Support Services

---

## PROJECT OVERVIEW

Flywheel Community Development Services is pleased to submit this proposal to provide professional consulting services to The City of Douglas for the strategic development of a 17-acre municipal parcel. Our services will focus on supporting the City through comprehensive negotiations with the selected developer to maximize community benefit and ensure the delivery of workforce housing solutions.

## SCOPE OF SERVICES

Flywheel Community Development Services will provide expert consultation and negotiation support encompassing the following key areas:

### Development Agreement Negotiations

- Support the City in negotiating all contractual terms, development standards, and performance expectations with the selected developer
- Review and advise on proposed development timelines, phasing, and delivery milestones
- Assist in establishing clear accountability measures and remedies for non-performance

### Site Planning and Design Consultation

- Collaborate with the City and developer to inform and finalize the comprehensive site plan
- Provide expert guidance on optimal housing mix to serve diverse community needs
- Advise on density, layout, and design standards that align with community character and goals

### Housing Affordability Strategy

- Develop and negotiate workforce housing requirements and affordability targets
- Structure appropriate price points to serve local workforce income levels

- Design long-term affordability preservation mechanisms

### **Incentive Package Development**

- Analyze and structure municipal incentives to achieve workforce housing objectives
- Negotiate performance-based incentive delivery tied to affordable housing outcomes
- Ensure incentive packages provide appropriate public benefit and return on investment to the development team

### **Best Practices Implementation**

- Apply proven strategies from successful housing and economic development projects
- Provide ongoing professional advice on emerging industry standards and innovative approaches
- Support the City in achieving development outcomes that serve as a regional model

## **PROJECT APPROACH**

Our engagement will be characterized by collaborative partnership, transparent communication, and efficient project management. Flywheel will work closely with City staff and leadership to ensure our support aligns with municipal priorities and community vision while advancing negotiations that protect the public interest.

We are committed to providing highly efficient service delivery that maximizes value while minimizing billable hours through strategic preparation, focused communication, and leveraging our extensive experience in similar negotiations.

## **COMPENSATION STRUCTURE**

**Hourly Rate:** \$195 per hour, inclusive of travel expenses

**Billing Basis:** Time and materials for actual hours worked

**Payment Terms:** Net 30 days from invoice date

Flywheel is committed to providing cost-effective service through efficient project management and strategic focus on high-impact activities that advance the City's objectives.

## NEXT STEPS

Upon acceptance of this proposal, Flywheel Community Development Services is prepared to begin immediate coordination with City staff to establish project timelines, communication protocols, and initial strategic priorities for the development negotiations.

We appreciate the opportunity to support The City of Douglas in this important community development initiative and look forward to partnering with you to achieve exceptional outcomes for the community.

---

**Contact Information:**

Flywheel Community Development Services

Ryan Kilpatrick, Founder/CEO

[ryan@flywheelmomentum.com](mailto:ryan@flywheelmomentum.com)

616.430.8015



# MEMORANDUM

## REGULAR CITY COUNCIL MEETING

### August 4, 2025 at 6:00 PM

**TO: City Council**

**FROM: Lisa Nocerini, City Manager**

**SUBJECT: Republic Refuse and Recycling Collection and Disposal Services Agreement**

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

Essentially, Council has two options per the current contract. Option one, issue a request for proposal for a new contract. Option two, extend the contract. Per the contract, the City is able to extend the contract for two (2) optional one (1) year extensions unless earlier terminated. Should an extension be agreed upon, Republic Services and the City retain the right to modify elements of the Contract, if necessary, as addendums.

Original proposal discussed at July 7 City Council Meeting:

1 year extension only

2026 – 10%-12% increase

- Trash/recycling service for a 96-gallon container - \$20.23-\$20.60 (\$1.84-\$2.21 increase)
- Hazardous Waste (charged to all customers) - \$1.82-\$1.85 (\$.17-\$.20 increase)

New proposed cost with 2-year extension

2026 – 6%

- Trash/recycling service for a 96-gallon container - \$19.49 (\$1.10 increase)
- Hazardous Waste (charged to all customers) - \$1.75 (\$.10 increase)

2027 – 5%

- Trash/recycling service for a 96-gallon container - \$20.46 (\$.97 increase)
- Hazardous Waste (charged to all customers) - \$1.84 (\$.09 increase)

*Note - Each extension will officially run from December 1<sup>st</sup> to November 30<sup>th</sup>. All other rates would go up the same percentage agreed upon per above.*

The City's current contract is attached for reference.

**Sample Motion: I recommend City Council approve the two (2) year extension of the Republic Refuse and Recycling Collection and Disposal Services Agreement with a 6% rate increase for 2026 and an additional 5% rate increase for 2027.**

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

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

**RECITALS**

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

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

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

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

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

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

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



## AGREEMENT

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

### A. Definitions

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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



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

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

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

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

C. Collection Schedule; Publication of Notice:

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



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

D. Container; Method of Collection:

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

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

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

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

E. Further Obligations of the Contractor:

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

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

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



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

F. Obligations of the City:

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

G. Service Investigation and Complaints:

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



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

#### H. Compensation:

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

#### Payment Terms:

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

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

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

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

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



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

I. Hold Harmless; Insurance; Letter of Credit:

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

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

J. Non-Performance:

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

K. Right of Termination; Notice:

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



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

L. Assignment:

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

M. The Term of Agreement:

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

N. Miscellaneous Provisions:

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

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

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

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

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



Attn: City Manager

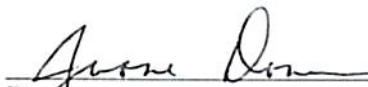
To the Contractor:  
 Allied Waste Systems Inc.  
 DBA Republic Service of Jenison  
 2471 Wilshire Drive  
 Jenison, MI 49428  
 Attn: Jack Brown


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

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

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

CITY OF THE VILLAGE OF DOUGLAS

  
 By: \_\_\_\_\_  
 Its: Mayor

  
 By: Pamela Aalderink  
 Its: Clerk

ALLIED WASTE SYSTEMS, INC. DBA REPUBLIC SERVICES OF JENISON

  
 By: Tom Mahoney

Its: General Manager

## EXHIBIT A - RATE SCHEDULE

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



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

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

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

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