



**THE CITY OF THE VILLAGE OF DOUGLAS
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, JUNE 17, 2024 AT 7:00 PM
86 W CENTER ST., DOUGLAS MI**

AGENDA

View remotely, online or by phone -

Join online by visiting: <https://us02web.zoom.us/j/86523130475>

Join by phone by dialing: +1 (312) 626-6799 | **Then enter "Meeting ID":** 865 2313 0475

- 1. CALL TO ORDER:** By Mayor
- 2. ROLL CALL:** By Clerk
- 3. PLEDGE OF ALLEGIANCE:** Led by Mayor
- 4. CONSENT CALENDAR**
 - A.** Approve the Council Meeting Agenda for June 17, 2024
 - B.** Approve the Council Workshop Meeting Minutes for June 3, 2024
 - C.** Approve the Council Regular Meeting Minutes for June 3, 2024
 - D.** Approve the Council Workshop Meeting Minutes for June 10, 2024
 - E.** Approve invoices in the amount of \$65,298.18
 - F.** Reappointments - Kenneth Kutzel, Louise Pattison, Cathy North(alternate) to ZBA

Motion to approve the Consent Calendar of June 17, 2024 – roll call vote
- 5. PUBLIC COMMUNICATION - VERBAL (LIMIT OF 3 MINUTES, AGENDA ITEMS ONLY)**
- 6. PUBLIC COMMUNICATION - WRITTEN**
 - A.** Betsy York - Letter
 - B.** City Clerk - Nominating Petition Notice
- 7. UNFINISHED BUSINESS**
- 8. NEW BUSINESS**

A. City Treasurer Appointment (L. Nocerini)

Motion to approve the appointment of Jennifer Tien as the City Treasurer for the City of Douglas. - roll call vote

B. Resolution 13-2024 - Amending the Budget of the 2023/2024 General Appropriations Act (L. Nocerini)

Motion to adopt resolution 13-2024, outlining amendments to the City of the Village of Douglas 2023-2024 fiscal year budget. - roll call vote

C. Carbon Six Architectural Design Agreement (L. Nocerini)

Motion to approve the agreement for Carbon Six Construction to complete the architectural design phase for 415 Wiley Road. - roll call vote

D. Carbon Six Architectural Design Phase Funding (L. Nocerini)

Motion to approve funding in the amount of \$129,150.00 for Carbon Six Construction to complete the architectural design phase for 415 Wiley Road, with funds to be allocated from the FY24/25 budget under the building fund, including a transfer from the general fund to the building fund to cover these costs. - roll call vote

E. Resolution 14-2024 - Architectural Design Reimbursement (L. Nocerini)

Motion to adopt resolution 14-2024, approving reimbursement to the general fund from future loan proceeds for architectural design work at 415 Wiley Road, in the amount of \$129,150.00 upon closure of the loan. - roll call vote

F. Ordinance No. 03-2024 - Amending Procedures for Transfer of Surplus Real Property - Second Reading (Public Hearing) (L. Nocerini)

Motion to open the public hearing for ordinance 03-2024. - roll call vote

1. Administration Report
2. Public Comments
3. Council Comments

Motion to close the public hearing for ordinance 03-2024. - roll call vote

Motion to adopt ordinance 03-2024, amending procedures for transfer of surplus real property. - roll call vote

G. Ordinance No. 04-2024 - Zoning of Annexed Parcel - 6825 Wiley Road - Second Reading (Public Hearing) (S. Homyen)

Motion to open the public hearing for ordinance 04-2024. - roll call vote

1. Administration Report
2. Public Comments
3. Council Comments

Motion to close the public hearing for ordinance 04-2024. - roll call vote

Motion to adopt ordinance 04-2024, assignment of the R-5 zoning district to the parcel located at 6825 Wiley Road (PPN 59-017-089-40) annexed by the City of the Village of Douglas. - roll call vote

H. Ordinance No. 05-2024 - Zoning Text Amendment - Swimming Pools - Second Reading (Public Hearing) (S. Homyen)

Motion to open the public hearing for ordinance 05-2024. - roll call vote

1. Administration Report
2. Public Comments
3. Council Comments

Motion to close the public hearing for ordinance 05-2024. - roll call vote

Motion to adopt ordinance 05-2024, text amendment to Article 16, General Provisions, Section 16.6, Swimming Pools, Subsection 3, Fences, parts a. and c. of the City of the Village of Douglas Zoning Ordinance. - roll call vote

9. REPORTS

A. Commission/Committee/Boards

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

B. Administration Report

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

11. COUNCIL COMMENTS

12. MAYOR’S REPORT/COMMENTS

13. ADJOURNMENT

Motion to adjourn the meeting.

Please Note – The City of the Village of Douglas (the “City”) is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of this meeting or the facilities, are requested to contact Laura Kasper, City

Clerk, at (269) 857-1438, or clerk@douglasmi.gov to allow the City to make reasonable accommodations for those persons. CITY OF THE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN



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

**MONDAY, JUNE 03, 2024 AT 5:30 PM
86 W CENTER ST., DOUGLAS MI**

MINUTES

1. CALL TO ORDER: By Mayor North

2. ROLL CALL: By Clerk Kasper

PRESENT

Mayor Cathy North

Councilmember Neal Seabert

Councilmember John O'Malley

Mayor Pro-Tem Randy Walker

Councilmember Gregory Freeman

Councilmember Matt Balmer

Also Present City Manager Lisa Nocerini

City Clerk Laura Kasper

ABSENT

Councilmember Jerome Donovan

- 3. 415 WILEY DISCUSSION:** Councilmembers discussed their reviews of each contractor interviewed for the 415 Wiley project proposals. Direction was provided to administration to bring back Carbon Six Construction for a more detailed conversation regarding the project and for follow-up questions which will take place at a workshop meeting on June 10.
- 4. PUBLIC COMMUNICATION – VERBAL (LIMIT OF 3 MINUTES):** Laura Peterson mentioned that a back-up company should be in place.
- 5. COUNCIL COMMENTS:** Councilmembers agreed that a full review of financials would occur before committing to the project and selecting a company.
- 6. MAYOR'S COMMENTS:** Mayor North thanked City Manager Nocerini and Jenny Pearson for all their work.
- 7. ADJOURNMENT**

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

Approved on this 17th day of June 2024

Signed: _____ Date: _____

Cathy North, Mayor

Signed: _____ Date: _____

Laura Kasper, City Clerk

Certification of Minutes

I hereby certify that the attached is a true and correct copy of the minutes of a workshop meeting of the City Council of the City of the Village of Douglas held on June 3, 2024, I further certify that the meeting was duly called and that a quorum was present.

Signed: _____ Date: _____

Laura Kasper, City Clerk



**THE CITY OF THE VILLAGE OF DOUGLAS
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, JUNE 03, 2024 AT 7:00 PM
86 W CENTER ST., DOUGLAS MI**

MINUTES

1. CALL TO ORDER: By Mayor North

2. ROLL CALL: By Clerk Kasper

PRESENT

Mayor Cathy North

Councilmember Neal Seabert

Councilmember John O'Malley

Mayor Pro-Tem Randy Walker

Councilmember Gregory Freeman

Councilmember Matt Balmer

Also Present City Manager Lisa Nocerini

City Clerk Laura Kasper

ABSENT

Councilmember Jerome Donovan

3. PLEDGE OF ALLEGIANCE: Led by Mayor North

4. CONSENT CALENDAR

A. Approve the Council Meeting Agenda for June 3, 2024

B. Approve the Council Workshop Meeting Minutes for May 20, 2024

C. Approve the Council Regular Meeting Minutes for May 20, 2024

D. Approve Invoices in the amount of \$89,085.10

Motion by Balmer, second by Seabert, to approve the Consent Calendar of June 3, 2024. – Motion carried by unanimous roll call vote.

5. PUBLIC COMMUNICATION - VERBAL (LIMIT OF 3 MINUTES, AGENDA ITEMS ONLY): Patty Hanson mentioned voting on item 8.E. during Planning Commission.

6. PUBLIC COMMUNICATION – WRITTEN: No communications received

7. UNFINISHED BUSINESS: No unfinished business to attend to

8. NEW BUSINESS

- A. John A. Meyer Appraisal Co. (L. Nocerini) – Per Council direction, a quote was received from John A. Meyer Appraisal Co, who has previously provided appraisals on other city properties. It will take approximately 30-45 days from time the engagement letter is signed to complete the reports on each of the properties.

Motion by Seabert, second by O'Malley, to approve the hiring of John A. Meyer Appraisal Co. to perform appraisal work on 441 Wiley Road, 6825 Wiley Road, and the Union Street Boat Launch to include Union Street and Lake Street, in the amount of \$7,500.00 with funds from Buildings and Grounds account (101-265.000-802.000). – Motion carried by unanimous roll call vote.

- B. Douglas Marina Demolition Proposal Award (L. Nocerini / J. Pearson) – Due to the severe state of deterioration of the buildings at Douglas Marina, A Request for Proposal (RFP) for a contractor to demolish the buildings located at 201 N Washington Street was advertised and publicly opened in late spring. Various items remaining in the house have been set for donation.

Motion by O'Malley, second by Balmer, to award Unema Plumbing and Excavating Inc. the Douglas Marina Demolition contract for a total amount of \$31,500. – Motion carried by majority roll call vote. Voting yea; Balmer, Freeman, North, O'Malley. Voting nay; Seabert, Walker.

- C. Lead Service Verification (Potholing) Change Order (L. Nocerini / J. Pearson) - On February 5, 2024, City Council awarded the contract to Plummers Environmental Services for a total of \$84,713. The contract was funded by the Drinking Water Asset Management (DWAM) grant. The City estimated the contracted work to cost \$171,900. Due to being \$87,187 under budget with the grant funding, approval for a change order to add up to 150 additional potholes in accordance with Plummers unit pricing was requested.

Motion by Seabert, second by O'Malley, to approve the change order for up to \$87,187.00 of additional potholing from Plummers Environmental Services. – Motion carried by unanimous roll call vote.

- D. Ordinance 03-2024 - Amending Procedures for Transfer of Surplus Real Property - First Reading (No Council Action Required) (L. Nocerini)
- E. Ordinance No. 04-2024 - Zoning of Annexed Parcel - 6825 Wiley Road - First Reading (No Council Action Required) (S. Homyen)
- F. Ordinance No. 05-2024 - Zoning Text Amendment - Swimming Pools - First Reading (No Council Action Required) (S. Homyen)
- G. Resolution 12-2024 - Public Hearing for FY2024-2025 Budget Adoption

Motion by Seabert, second by Freeman, to open the Public Hearing for Resolution 12-2024. – Motion carried by unanimous roll call vote.

1. Treasurer/Administration Report – City Manager Nocerini outlined some of the major expenditures presented in the recommended budget.
2. Public Comments – No comments received.
3. Council Comments – Freeman and O'Malley felt that this budget process worked well and appreciated all the detailed information provided by the administration. Balmer had no major concerns. Seabert mentioned that the budgeted funds for Beery Field improvements should be moved to more critical needs, and the possibility of local organizations holding fundraising initiatives. Walker did not agree with Seabert's statements and mentioned the need to add a pay increase for the City Manager. Mayor North agreed with Walker.

Motion by O'Malley, second by Seabert, to close the Public Hearing for Resolution 12-2024. – Motion carried by unanimous roll call vote.

Motion by Walker, second by Freeman, to adopt Resolution 12-2024, approving the Fiscal Year 2024-2025 annual budget for the City of the Village of Douglas, amended to increase the City Manager salary to \$115,000. – Motion carried by majority roll call vote. Voting yea; Balmer, Freeman, North, O'Malley, Walker. Voting nay; Seabert

9. REPORTS

A. Commission/Committee/Boards

1. Planning Commission – no meeting
2. Kalamazoo Lake Sewer Water – 2nd draft of water agreement workshop
3. Downtown Development Authority – gateway ribbon cutting ceremony this week
4. Kalamazoo Lake Harbor Authority – no meeting
5. Douglas Harbor Authority – no meeting
6. Douglas Brownfield Authority – no meeting
7. Fire Board – 6/17 tri-community budget hearing
8. Community Recreation – no meeting
9. Playground Committee – no meeting

B. Administration Report – City Manager Nocerini thanked City staff for their hard work, mentioned the Veterans memorial upgrades, and thanked Plante Moran and Council.

10. PUBLIC COMMUNICATION – VERBAL (LIMIT OF 3 MINUTES, ITEMS NOT ON AGENDA): Howard Schultz Jr. thanked City staff for continued recognition of his family heritage with Schultz park. Linda Escott spoke about volunteering at the Pride event. Hannah Mason mentioned receiving a compliance notice regarding her garden.

11. COUNCIL COMMENTS: O'Malley and Freeman thanked City staff for their hard work. Walker thanked Douglas Police, City staff, and volunteers for helping with the Pride event and complimented the flowerbeds. Seabert thought this budget went well and thanked Jenny Pearson for helping with the flowerbeds. Balmer mentioned possible appeal process for some enforcements.

12. MAYOR'S REPORT/COMMENTS: Mayor North thanked Michael Rash, Neal Seabert-2 beds, Tina Zmich & Alex Harris, Saugatuck Douglas Garden Club-3 beds, John Kerr, Mr. Miller's Art Emporium -Linda Laakso, Robin Bauer, Bracke and Company-Lincoln, Brad Hopkins, happystance-Katie Fris, Rosemont Inn-Tammy Cunnion, Douglas Congregational United Church of Christ, Shelley Rogers, Connie Vorderman, and Mary Ellen Shanahan for their work on their adopted flowerbeds.

13. ADJOURNMENT

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

Approved on this 17th day of June 2024

Signed: _____ Date: _____

Cathy North, Mayor

Signed: _____ Date: _____

Laura Kasper, City Clerk

Certification of Minutes

I hereby certify that the attached is a true and correct copy of the minutes of a regular meeting of the City Council of the City of the Village of Douglas held on June 3, 2024, I further certify that the meeting was duly called and that a quorum was present.

Signed: _____ Date: _____

Laura Kasper, City Clerk



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

**MONDAY, JUNE 10, 2024 AT 5:30 PM
86 W CENTER ST., DOUGLAS MI**

MINUTES

1. CALL TO ORDER: By Mayor North

2. ROLL CALL: By Clerk Kasper

PRESENT

Mayor Cathy North

Councilmember Jerome Donovan

Councilmember Neal Seabert

Councilmember John O'Malley

Mayor Pro-Tem Randy Walker

Councilmember Gregory Freeman

Also Present City Manager Nocerini

City Clerk Laura Kasper

ABSENT

Councilmember Matt Balmer

3. 415 WILEY ROAD PROPERTY BUILD-OUT - DISCUSSION

Carbon Six Construction – Councilmembers addressed the representatives that were present and asked questions to provide more detailed information with the submitted proposal, should they move forward with Carbon Six.

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

5. COUNCIL COMMENTS: Freeman and O'Malley felt like this was a good start. Walker said she was still a bit apprehensive, but excited. Donovan mentioned the sale of City properties will offset costs.

6. MAYOR COMMENTS: Mayor North agreed with the Council comments and mentioned that Council will need to decide on the direction to proceed at their next regular meeting.

7. ADJOURNMENT

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

Approved on this 17th day of June 2024

Signed: _____ Date: _____

Cathy North, Mayor

Signed: _____ Date: _____

Laura Kasper, City Clerk

Certification of Minutes

I hereby certify that the attached is a true and correct copy of the minutes of a workshop meeting of the City Council of the City of the Village of Douglas held on June 10, 2024, I further certify that the meeting was duly called and that a quorum was present.

Signed: _____ Date: _____

Laura Kasper, City Clerk

06/13/2024

INVOICE REGISTER REPORT FOR CITY OF THE VILLAGE OF DOUGLAS
EXP CHECK RUN DATES 06/17/2024 - 06/17/2024
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Inv Num	Vendor	Inv Date	Due Date	Inv Amt
GL Distribution				
89322332				
48548	ABSOPURE WATER COMPANY	06/07/2024	06/17/2024	57.75
101-463.000-740.000	SUPPLIES			57.75
00893222321				
48552	ABSOPURE WATER COMPANY	06/07/2024	06/17/2024	28.50
101-301.000-740.000	SUPPLIES			28.50
830158				
48509	ACE PARKING LOT STRIPING	06/03/2024	06/17/2024	1,841.60
202-463.000-802.000	CONTRACTUAL			1,841.60
830146				
48510	ACE PARKING LOT STRIPING	05/30/2024	06/17/2024	5,000.00
202-463.000-802.000	CONTRACTUAL			5,000.00
830127				
48511	ACE PARKING LOT STRIPING	05/24/2024	06/17/2024	2,000.00
202-463.000-802.000	CONTRACTUAL			2,000.00
830159				
48512	ACE PARKING LOT STRIPING	06/03/2024	06/17/2024	5,110.70
202-463.000-802.000	CONTRACTUAL			5,110.70
5-24				
48490	ALLEGAN CO TREASURER	06/06/2024	06/17/2024	227.50
101-000.000-230.000	DUE TO OTHER GOVERNMENTS			227.50
SS2/62332				
48519	ALTA EQUIPMENT CO.	06/03/2024	06/17/2024	1,167.60
660-903.000-930.004	VEHICLE MAINTENANCE & REPAIRS			1,167.60
6-2024				
48553	ROBIN LYNN BELL	06/12/2024	06/17/2024	200.00
101-301.000-802.000	CONTRACTUAL			200.00
2425				
48513	BILLS TREE SERVICE	06/01/2024	06/17/2024	1,800.00
101-463.000-802.010	CONTRACTUAL FORESTRY			1,800.00
5313				
48495	BURNETT & KASTRAN	05/09/2024	06/17/2024	732.00
101-301.000-801.003	CONTRACTUAL ATTORNEY PROSECUTOR			732.00
5319				
48496	BURNETT & KASTRAN	05/31/2024	06/17/2024	348.00
101-301.000-801.003	CONTRACTUAL ATTORNEY PROSECUTOR			348.00
6-3-24				
48489	CINDY HOLLIDAY	06/03/2024	06/17/2024	150.00
101-000.000-675.000	OTHER REVENUE			150.00
6-2024				
48551	COMCAST	06/05/2024	06/17/2024	334.84
101-463.000-851.000	TELEPHONE			334.84
12303				

48542	COMMERCIAL RECORD	05/31/2024	06/17/2024	304.50
101-215.000-900.000	PRINTING & PUBLISHING			304.50
6-2024				
48555	COMMUNITY PRIDE	06/12/2024	06/17/2024	2,800.00
248-728.000-880.000	COMMUNITY PROMOTION			2,800.00
202076408878				
48481	CONSUMERS ENERGY	05/30/2024	06/17/2024	196.41
101-301.000-922.000	UTILITIES			196.41
202076408879				
48482	CONSUMERS ENERGY	05/30/2024	06/17/2024	168.46
101-265.000-922.000	UTILITIES			168.46
203500254869				
48483	CONSUMERS ENERGY	05/30/2024	06/17/2024	72.72
101-463.000-922.000	UTILITIES			72.72
206258778887				
48484	CONSUMERS ENERGY	05/30/2024	06/17/2024	242.68
101-265.000-922.000	UTILITIES			242.68
206258778888				
48485	CONSUMERS ENERGY	05/30/2024	06/17/2024	382.37
101-751.000-922.000	UTILITIES			382.37
206258778889				
48486	CONSUMERS ENERGY	05/30/2024	06/17/2024	31.29
101-751.000-922.000	UTILITIES			31.29
206792445711				
48492	CONSUMERS ENERGY	06/06/2024	06/17/2024	1,492.50
101-463.000-925.000	STREET LIGHTS			1,492.50
206792445701				
48493	CONSUMERS ENERGY	06/06/2024	06/17/2024	12.89
101-463.000-925.000	STREET LIGHTS			12.89
204746113399				
48494	CONSUMERS ENERGY	06/06/2024	06/17/2024	1,050.96
101-463.000-925.000	STREET LIGHTS			1,050.96
204835106137				
48500	CONSUMERS ENERGY	06/11/2024	06/17/2024	30.78
101-463.000-922.000	UTILITIES			30.78
203233315453				
48501	CONSUMERS ENERGY	06/11/2024	06/17/2024	41.15
101-751.000-922.000	UTILITIES			41.15
204835106141				
48502	CONSUMERS ENERGY	06/11/2024	06/17/2024	51.51
101-751.000-922.000	UTILITIES			51.51
204835106140				
48503	CONSUMERS ENERGY	06/11/2024	06/17/2024	31.12
101-463.000-922.000	UTILITIES			31.12
204835106139				
48504	CONSUMERS ENERGY	06/11/2024	06/17/2024	49.30
101-463.000-922.000	UTILITIES			49.30
204835106138				
48505	CONSUMERS ENERGY	06/11/2024	06/17/2024	111.91
101-463.000-922.000	UTILITIES			111.91

178339				
48550	CREXENDO BUSINESS SOLUTIONS	06/08/2024	06/17/2024	310.21
101-301.000-851.000	TELEPHONE			310.21
6-4-24				
48541	DAWN RAZA	06/04/2024	06/17/2024	56.28
101-215.000-861.000	MILEAGE REIMBURSEMENT			56.28
6-2024				
48554	DOUGLAS DUTCHERS BASEBALL CLUB	06/12/2024	06/17/2024	150.00
248-728.000-880.000	COMMUNITY PROMOTION			150.00
10-989988				
48570	ECONO SIGNS, LLC	05/22/2024	06/17/2024	881.51
101-751.000-930.000	REPAIRS & MAINTENANCE: GENERAL			881.51
MIHOL469363				
48520	FASTENAL COMPANY	05/22/2024	06/17/2024	6.90
101-463.000-740.000	SUPPLIES			6.90
MIHOL469616				
48521	FASTENAL COMPANY	05/30/2024	06/17/2024	211.50
101-751.000-977.000	EQUIPMENT			211.50
MIHOL469706				
48522	FASTENAL COMPANY	06/03/2024	06/17/2024	139.13
101-751.000-977.000	EQUIPMENT			139.13
MIHOL469659				
48523	FASTENAL COMPANY	05/31/2024	06/17/2024	69.56
101-751.000-977.000	EQUIPMENT			69.56
MIHOL469975				
48567	FASTENAL COMPANY	06/10/2024	06/17/2024	715.75
101-751.000-740.000	SUPPLIES			715.75
MIHOL469768				
48568	FASTENAL COMPANY	06/04/2024	06/17/2024	69.56
101-751.000-977.000	EQUIPMENT			69.56
027959397				
48544	GALLS	05/16/2024	06/17/2024	139.19
101-301.000-750.000	UNIFORMS			139.19
9130255103				
48533	GRAINGER	05/24/2024	06/17/2024	172.47
101-751.000-977.000	EQUIPMENT			172.47
9126682385				
48534	GRAINGER	05/21/2024	06/17/2024	79.17
101-751.000-977.000	EQUIPMENT			79.17
9141848730				
48561	GRAINGER	06/06/2024	06/17/2024	820.23
101-751.000-977.000	EQUIPMENT			820.23
6-2024				
48563	KIMBERLY S HOSSINK	06/12/2024	06/17/2024	200.00
101-301.000-802.000	CONTRACTUAL			200.00
290912				
48562	IHLE AUTO PARTS	05/30/2024	06/17/2024	2.39
660-903.000-930.004	VEHICLE MAINTENANCE & REPAIRS			2.39
290623				
48565	IHLE AUTO PARTS	05/21/2024	06/17/2024	89.63

660-903.000-930.004	VEHICLE MAINTENANCE & REPAIRS			89.63
6-7-24				
48540 LAURA KASPER		06/07/2024	06/17/2024	49.58
101-215.000-861.000	MILEAGE REIMBURSEMENT			49.58
6-6-24				
48491 KELLY FOWLER		06/06/2024	06/17/2024	500.00
248-728.000-880.000	COMMUNITY PROMOTION			500.00
247953				
48549 KERKSTRA RESTROOM SERVICE		06/10/2024	06/17/2024	190.00
101-751.000-802.000	CONTRACTUAL			190.00
2787				
48508 LAKESHORE OUTDOORS LLC		06/10/2024	06/17/2024	174.90
101-463.000-802.000	CONTRACTUAL			174.90
2781				
48538 LAKESHORE OUTDOORS LLC		06/05/2024	06/17/2024	140.00
101-463.000-802.000	CONTRACTUAL			140.00
2782				
48539 LAKESHORE OUTDOORS LLC		06/05/2024	06/17/2024	70.00
101-463.000-802.000	CONTRACTUAL			70.00
43388431				
48569 LINDE GAS & EQUIPMENT		06/08/2024	06/17/2024	105.95
101-751.000-740.000	SUPPLIES			32.80
101-751.000-977.000	EQUIPMENT			73.15
49061189				
48518 MCCLOUD SERVICES		05/24/2024	06/17/2024	55.00
101-265.000-802.000	CONTRACTUAL			55.00
31622				
48571 MENARDS-HOLLAND		05/08/2024	06/17/2024	8.47
101-265.000-930.000	REPAIRS & MAINTENANCE: GENERAL			8.47
31643				
48572 MENARDS-HOLLAND		05/08/2024	06/17/2024	44.76
101-751.000-930.000	REPAIRS & MAINTENANCE: GENERAL			44.76
31848				
48573 MENARDS-HOLLAND		05/11/2024	06/17/2024	175.60
101-265.000-930.000	REPAIRS & MAINTENANCE: GENERAL			175.60
33541				
48574 MENARDS-HOLLAND		06/03/2024	06/17/2024	14.77
101-751.000-930.000	REPAIRS & MAINTENANCE: GENERAL			14.77
551-629741				
48543 MICHIGAN STATE POLICE		01/16/2024	06/17/2024	140.00
101-301.000-740.000	SUPPLIES			140.00
4077				
48564 MICHIGAN TWP. SERVICES ALLEGAN		06/07/2024	06/17/2024	4,723.80
101-701.000-804.000	CONTRACTUAL BUILDING INSPECTIO			4,723.80
40490				
48499 NEW DAWN LINEN SERVICE		06/10/2024	06/17/2024	45.52
101-265.000-802.000	COMMERCIAL CLEANING			16.38
101-301.000-802.000	COMMERCIAL CLEANING			29.14
72009				
48566 NICK UNEMA PLUMBING & HEATING INC		06/10/2024	06/17/2024	570.00

202-463.000-930.000	REPAIRS & MAINTENANCE: GENERAL			570.00
2406-765960				
48524 OVERISEL LUMBER CO.		06/03/2024	06/17/2024	39.90
202-463.000-930.000	REPAIRS & MAINTENANCE: GENERAL			39.90
2406-765984				
48525 OVERISEL LUMBER CO.		06/03/2024	06/17/2024	36.93
101-265.000-930.000	REPAIRS & MAINTENANCE: GENERAL			36.93
2406-766220				
48526 OVERISEL LUMBER CO.		06/04/2024	06/17/2024	7.96
101-265.000-740.000	SUPPLIES			7.96
2406-765833				
48527 OVERISEL LUMBER CO.		06/03/2024	06/17/2024	6.99
101-751.000-977.000	EQUIPMENT			6.99
2405-765189				
48528 OVERISEL LUMBER CO.		05/31/2024	06/17/2024	223.97
101-751.000-977.000	EQUIPMENT			3.98
101-751.000-930.000	REPAIRS & MAINTENANCE: GENERAL			219.99
2405-764725				
48529 OVERISEL LUMBER CO.		05/30/2024	06/17/2024	41.97
101-751.000-977.000	EQUIPMENT			37.99
101-751.000-930.000	REPAIRS & MAINTENANCE: GENERAL			3.98
2406-766023				
48530 OVERISEL LUMBER CO.		06/03/2024	06/17/2024	(16.98)
101-265.000-740.000	SUPPLIES			(16.98)
2406-767101				
48535 OVERISEL LUMBER CO.		06/06/2024	06/17/2024	3.95
101-265.000-930.000	REPAIRS & MAINTENANCE: GENERAL			3.95
2406-769117				
48559 OVERISEL LUMBER CO.		06/12/2024	06/17/2024	3.99
101-751.000-740.000	SUPPLIES			3.99
2406-769091				
48560 OVERISEL LUMBER CO.		06/12/2024	06/17/2024	6.85
101-265.000-930.000	REPAIRS & MAINTENANCE: GENERAL			6.85
3319098812				
48487 PITNEY BOWES INC		05/11/2024	06/17/2024	167.52
101-215.000-802.000	CONTRACTUAL			167.52
10263558				
48556 PLANTE MORAN		06/04/2024	06/17/2024	8,071.25
101-215.000-802.009	CONTRACTUAL FINANCIAL CONSULT			8,071.25
10920036				
48558 PLUNKETT COONEY		05/14/2024	06/17/2024	4,673.50
101-701.000-801.000	CONTRACTUAL ATTORNEY			1,137.50
101-266.000-801.000	CONTRACTUAL ATTORNEY			3,536.00
16896				
48498 PRAISE SIGN COMPANY LLC		06/10/2024	06/17/2024	4,406.33
101-265.000-979.000	CAPITAL OUTLAY			881.27
101-751.000-979.000	CAPITAL OUTLAY			2,643.79
594-597.000-979.000	CAPITAL OUTLAY			881.27
0240-009606484				
48507 REPUBLIC SERVICES #240		05/31/2024	06/17/2024	785.31

101-463.000-802.003	CONTRACTUAL- REFUSE			487.06
101-301.000-802.000	CONTRACTUAL			73.39
101-265.000-802.000	CONTRACTUAL			224.86
60883220				
48478 ROSE PEST SOLUTIONS		05/31/2024	06/17/2024	163.00
101-265.000-802.000	CONTRACTUAL			163.00
60883222				
48479 ROSE PEST SOLUTIONS		05/31/2024	06/17/2024	163.00
594-597.000-802.000	CONTRACTUAL			163.00
60883249				
48480 ROSE PEST SOLUTIONS		05/31/2024	06/17/2024	53.00
101-301.000-802.000	CONTRACTUAL			53.00
24-0000671				
48506 SAUGATUCK TWP FIRE DISTRICT		06/07/2024	06/17/2024	575.00
101-701.000-802.000	CONTRACTUAL			575.00
14248				
48516 SCOTT'S LANDSCAPE MANAGMENT INC		06/04/2024	06/17/2024	75.00
101-751.000-802.000	CONTRACTUAL			75.00
14249				
48517 SCOTT'S LANDSCAPE MANAGMENT INC		06/04/2024	06/17/2024	957.57
101-463.000-802.007	LANDSCAPING SERVICES			957.57
6/5/24				
48488 NEAL SEABERT		06/05/2024	06/17/2024	343.20
101-802.000-958.000	MISCELLANEOUS			343.20
97612695				
48531 SHELL FLEET PLUS		06/06/2024	06/17/2024	1,795.16
660-903.000-860.000	GAS & OIL			1,795.16
97601724				
48532 SHELL FLEET PLUS		06/06/2024	06/17/2024	1,484.54
101-301.000-860.000	GAS & OIL			1,484.54
6334525				
48557 TAFT STETTINIUS & HOLLISTER LLP		05/09/2024	06/17/2024	1,180.50
243-000.000-802.243	BLIGHT REMOVAL			1,180.50
159689-1				
48514 TAYLOR RENTAL CENTER		05/31/2024	06/17/2024	206.00
101-463.000-802.000	CONTRACTUAL			206.00
159787-1				
48515 TAYLOR RENTAL CENTER		06/03/2024	06/17/2024	25.00
101-463.000-802.000	CONTRACTUAL			25.00
023232				
48536 TOP GRADE AGGREGATES-2013		05/25/2024	06/17/2024	105.17
101-265.000-930.000	REPAIRS & MAINTENANCE: GENERAL			105.17
023240				
48537 TOP GRADE AGGREGATES-2013		05/25/2024	06/17/2024	160.17
101-751.000-930.000	REPAIRS & MAINTENANCE: GENERAL			160.17
06/03/2024				
48476 MICHAEL TORREZ		06/03/2024	06/17/2024	119.26
101-701.000-861.000	MILEAGE REIMBURSEMENT			119.26
1553265				
48545 VC3 INC		06/10/2024	06/17/2024	267.50

101-215.000-802.000	CONTRACTUAL			267.50
153266				
48546 VC3 INC		06/10/2024	06/17/2024	40.00
101-301.000-802.000	CONTRACTUAL			40.00
153267				
48547 VC3 INC		06/10/2024	06/17/2024	100.00
101-215.000-802.000	CONTRACTUAL			100.00
9965025715				
48477 VERIZON WIRELESS		05/24/2024	06/17/2024	134.80
101-463.000-851.000	TELEPHONE			134.80
2059				
48497 WEST MICHIGAN LIFT AND DOCK LLC		06/05/2024	06/17/2024	1,700.00
594-597.002-802.000	CONTRACTUAL			1,700.00
# of Invoices: 98 # Due: 98 Totals:				65,315.16
# of Credit Memos: 1 # Due: 1 Totals:				(16.98)
Net of Invoices and Credit Memos:				65,298.18

--- TOTALS BY FUND ---

101 - GENERAL FUND	40,306.43
202 - MAJOR STREET FUND	14,562.20
243 - BROWNFIELD REDEVELOPMENT AUTHORITY FUND	1,180.50
248 - DOWNTOWN DEVELOPMENT AUTHORITY	3,450.00
594 - DOUGLAS MARINA	2,744.27
660 - EQUIPMENT RENTAL FUND	3,054.78

--- TOTALS BY DEPT/ACTIVITY ---

000.000 -	1,558.00
215.000 - CLERK/TREASURER	9,016.63
265.000 - BUILDING & GROUNDS	2,079.60
266.000 - ATTORNEY	3,536.00
301.000 - POLICE	3,974.38
463.000 - GENERAL STREETS & ROW	21,809.20
597.000 - DOUGLAS MARINA	1,044.27
597.002 - DOUGLAS HARBOR AUTHORITY	1,700.00
701.000 - PLANNING & ZONING	6,555.56
728.000 - DOWNTOWN DEVELOPMENT AUTHORITY	3,450.00
751.000 - PARKS & RECREATION	7,176.56
802.000 - COMMUNITY PROMOTIONS	343.20
903.000 - EQUIP. REPAIRS & MAINTENANCE	3,054.78

June 3, 2024

This is a revision of a letter I sent in 2021.

October 25, 2021

To: The City of the Village of Douglas City Council

From: Betsy York, 143 Harbor Ct. Douglas

Subject: Wildlife Plans

In the Tri-Community Master Plan and in the Douglas City Plan, there are many mentions of people wanting Wildlife corridors and retention of wildlife habitat but there is no goal or work plan in either document.

I would ask Council to make sure these two factors are included in future plans with specific work plans and goals.

We have experienced a lot of growth in town and have seen a lot of wildlife habitat, mainly trees and brushy areas, disappear.

All the chopped trees and bushes beneath are home for wild animals. Part of the charm of this area is the rural or woodsy feel. Once you live here, you fall in love with your new neighbors...geese, fox, deer, turkeys and many more.

Planting trees is one of the best things we can do to help the planet and it is good for visitors and business. Visitors to this area like the natural feeling of trees and wildlife. The most popular item picked up by visitors at the Saugatuck Douglas Convention and Visitor's Bureau is the Hiking Trails map created by Chris Clark.

For many residents, the natural feel of trees and brush are healing and good for the soul. I would guess that many visitors look forward to seeing local animals.

I think it would be good for Douglas to make sure we preserve that which brought us to this area in the first place. As a point of information, if you are not aware, the Township is revising their ordinances and are willing to share their revisions which include some good tree and lighting ordinances.



The Village of Friendliness – Since 1870

To: The City of the Village of Douglas City Council

From: Laura Kasper, City Clerk

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

Date: June 17, 2024

NOMINATING PETITIONS are now available for the office of **Douglas City Council** for the November 5, 2024, General Election. **Four (4) non-partisan positions will be filled for terms of two-years each.** Candidates must be a U.S. Citizen, registered elector in the City and shall have been a resident of the City for not less than twelve (12) months. (per Sect. 3.3 of the City Charter). Petitions can be obtained from the City Clerk's Office, 86 W. Center Street, Douglas, MI., Monday through Friday, 8:00 a.m. to 4:30 p.m.

THE FILING DEADLINE IS JULY 23, 2024, AT 4:00 P.M.

If you have already picked up your filing paperwork and petitions from me and have not returned your completed filing or if you plan to pick up paperwork to file, I recommend that you please consider returning your completed filing documents to me as soon as possible. This will allow sufficient time for corrections, reviewing and validating your documents. Please reach out to me if you have any questions at – 269-857-1438 ext. 106



The Village of Friendliness – Since 1870

To: The City of the Village of Douglas City Council

From: Lisa Nocerini, City Manager

RE: Appointment of Jennifer Tien to the position of City Treasurer

Date: June 17th, 2024

I am respectfully recommending the appointment of Jennifer Tien to the position of City Treasurer for the City of Douglas. This recommendation follows a comprehensive review process and assessment of Ms. Tien's qualifications, experience, and potential contributions to the City of Douglas.

The position of City Treasurer is critical to the effective financial management of the City. The City Treasurer is responsible for overseeing the management of municipal funds, ensuring accurate accounting, and maintaining the financial stability of the City. Following the recent vacancy in this role, a rigorous selection process was undertaken to identify a suitable candidate.

Jennifer Tien has been identified as the most qualified candidate for the position of City Treasurer. Ms. Tien brings a wealth of experience in financial management and public administration. Her credentials include:

Jennifer graduated with a degree in Business Administration from Spring Arbor College, had previously worked as a payroll administrator at the City of Plainwell, and has gained tremendous experience with departmental budgets through her work at Allegan County.

The selection process included a series of interviews, and a thorough evaluation of her previous work in financial management. Ms. Tien's experience in municipal finance and her strategic vision for the City's financial future stood out prominently. Her leadership capabilities and understanding of public finance make her an ideal fit for the role of City Treasurer.

In addition to her technical qualifications, Ms. Tien has shown a strong commitment to public service and an understanding of the unique challenges and opportunities facing

the City of Douglas. Her approach to financial management aligns with the City's goals of transparency, efficiency, and fiscal responsibility.

Based on her qualifications and the unanimous recommendation of the selection committee (City Manager, City Clerk, Chief of Police, Plante Moran), it is proposed that Jennifer Tien be appointed as the City Treasurer. The terms of her appointment have been reviewed and are deemed satisfactory.

Jennifer can start the City Treasurer position in early July at the recommended starting salary of \$74,000 annually.

Recommended Motion: It is hereby recommended that the City Council approve the appointment of Jennifer Tien as the City Treasurer for the City of Douglas.



2023-24 Budget Amendments

June 17, 2024

The Honorable Mayor North and
Members of the City Council:

Attached please find the recommended City budget amendment for all funds for the year ending June 30, 2024.

Michigan's Uniform Budgeting and Accounting Act, as amended by P.A 621 of 1978, requires subsequent amendments to the original adopted budget (General Appropriations Resolutions) for any function that exceeds its budget's appropriation.

General Fund Highlights

As I'm sure you are aware, interest rates have been significantly higher in the past two years than they were for the better part of the previous 15 years. In FY2023, interest income in the General Fund was approximately \$57,000. For FY2024, the City appropriately and conservatively budgeted \$0 for interest income with the expectation that any received would be a bonus. The attached amendment includes an increase to interest income of \$180,000. While we are not making a prediction, it is possible, perhaps probable, that interest rates will begin to decrease over this next year. For FY2025, the City has again budgeted \$0 for interest income. The actual revenue should provide additional coverage in the event other revenues fail to meet expectations or when unexpected expenditures invariably occur.

For expenditures, the General Fund amendments are a collection of "clean up" adjustments. In total, the amendment reduces General Fund expenditures by \$61,500. The individual department adjustments are a combination of reductions for unspent expenditures such as the update to the master plan that was postponed until FY2025 and some modest overages such as higher than expected equipment rental in the Building & Grounds department.

Altogether, the amendment to General Fund decreases the currently planned reduction to fund balance by \$241,500 (\$180,000 more revenue plus \$61,500 less expenditures). Absent the purchase of 415 Wiley, the General Fund would have achieved a significant surplus for the year.

Other Funds

The only fund with an amendment that reduces fund balance or net position is the Water and Sewer Fund. The original budgeted increase to the capital charge was more significant than what the City actually implemented. Some of this is just a timing issue. In addition, the potholing and lead service inventory projects funded by the DWAM grant will not be completed before June 30, 2024 and thus a portion of the reimbursement the City will receive from the State of Michigan will be pushed to FY2025.

In all other funds, this proposed budget amendment increases fund balance or net position as a result of spending less than budgeted.

We anticipate this is the final amendment to be presented to the Council for this fiscal year.

Recommended Motion:

I move to amend the City of the Village of Douglas 2023-2024 fiscal year budget to cover the anticipated activity for each of the funds in the attached summary of amendments.

Respectfully submitted,

Approved,

Your Plante Moran accounting team

Brian Camiller, CPA
Monika Fontaine, CPA



Lisa Nocerini
City Manager

The following are the proposed budget amendments by fund:

Fund	Proposed Amendment to Revenues	Proposed Amendment to Expenditures	Proposed Net Revenues Over/(Under) Expenditures
General Fund (101)	\$ 180,000 <i>increase</i>	\$ (61,500) <i>decrease</i>	\$ 241,500 Increase to fund balance
Major Streets (202)	\$ (10,500) <i>decrease</i>	\$ (45,500) <i>decrease</i>	\$ 35,000 Increase to fund balance
Local Streets (203)	\$ 13,500 <i>increase</i>	\$ (18,800) <i>decrease</i>	\$ 32,300 Increase to fund balance
Schultz Park Launch Ramp (213)	\$ - <i>no change</i>	\$ - <i>no change</i>	\$ -
Brownfield Redevelopment Authority (243)	\$ 4,715 <i>increase</i>	\$ (39,785) <i>decrease</i>	\$ 44,500 Increase to fund balance
Kalamazoo Harbor Authority (245)	\$ (14,000) <i>decrease</i>	\$ (15,000) <i>decrease</i>	\$ 1,000 Increase to fund balance
Downtown Development Authority (248)	\$ 15,500 <i>increase</i>	\$ - <i>no change</i>	\$ 15,500 Increase to net position
Blue Star Corridor Improvement (403)	\$ 15,900 <i>increase</i>	\$ - <i>no change</i>	\$ 15,900 Increase to fund balance
Water & Sewer Fund (450)	\$ (190,000) <i>decrease</i>	\$ 17,800 <i>increase</i>	\$ (207,800) Decrease to net position
Municipal Building Fund (470)	\$ - <i>no change</i>	\$ - <i>no change</i>	\$ -
Douglas Marina (594)	\$ 3,300 <i>increase</i>	\$ (30,000) <i>decrease</i>	\$ 33,300 Increase to fund balance
Equipment Rental Fund (660)	\$ - <i>no change</i>	\$ (15,000) <i>decrease</i>	\$ 15,000 Increase to net position

City of the Village of Douglas
Fiscal Year 2024 Budget Amendment Summary (BA-1)

Current Amended Budget	Proposed Budget Amendment	Pro Amended Budget	Item 8B.
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General Fund (101) Combined with Marina Fund (594) for financial statement purposes

Revenue: Positive/ (Negative) Change

Dept 000	Interest Income		180,000	
Total Revenues		3,579,094	180,000	\$ 3,759,094

Expenditures: (Positive)/ Negative Change

Dept 215 - CLERK	Printing & Publishing		(2,500)	
Dept 265 - BUILDING & GROUNDS	Wages, insurance, equipment rent, capital outlay		34,500	
Dept 266 - CONTRACTUAL ATTORNEY	Attorney services		(20,000)	
Dept 301 - POLICE	Contractual attorney, vehicle maintenance & repair		4,250	
Dept 463 - GENERAL STREETS	Capital outlay		(74,500)	
Dept 701 - PLANNING & ZONING	Contractual services, engineering		(30,600)	
Dept 751 - PARKS & RECREATION	Wages, insurance, contractual services, capital outlay		31,350	
Dept 802 - COMMUNITY PROMOTIONS	Hazardous waste budgeted but did not occur		(4,000)	
Total Expenditures		4,830,485	(61,500)	4,768,985

Net Revenues and Expenditures

(1,251,391)	241,500	(1,009,891)
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Beginning Fund Balance at July 1, 2023

2,227,464	2,227,464
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Projected Ending Fund Balance at June 30, 2024

\$ 976,073	\$ 1,217,573
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Major Streets (202)

Revenue: Positive/ (Negative) Change

Dept 000	Snow Removal		(22,500)	
Dept 000	Grants: Highways and Streets (County)		12,000	
Total Revenues		\$ 340,100	(10,500)	\$ 329,600

Expenditures Positive/ (Negative) Change

Dept 463 - GENERAL STREETS & ROW	Repairs & Maintenance, capital outlay		(27,000)	
Dept 364 - GENERAL STREETS WINTER	Sidewalk plowing		(18,500)	
Total Expenditures		391,215	(45,500)	345,715

Net Revenues and Expenditures

(51,115)	35,000	(16,115)
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Beginning Fund Balance at July 1, 2023

211,424	211,424
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Projected Ending Fund Balance at June 30, 2024

\$ 160,309	\$ 195,309
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Local Streets (203)

Revenue: Positive/ (Negative) Change

Dept 000	Snow Removal		(3,500)	
Dept 000	Grants: Highways and Streets (County)		17,000	
Total Revenues		\$ 272,950	13,500	\$ 286,450

Expenditures Positive/ (Negative) Change

Dept 463 - GENERAL STREETS & ROW	Capital outlay		(9,000)	
Dept 364 - GENERAL STREETS WINTER	Sidewalk plowing		(9,800)	
Total Expenditures		341,804	(18,800)	323,004

Net Revenues and Expenditures

(68,854)	32,300	(36,554)
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Beginning Fund Balance at July 1, 2023

172,688	172,688
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Projected Ending Fund Balance at June 30, 2024

\$ 103,834	\$ 136,134
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City of the Village of Douglas
Fiscal Year 2024 Budget Amendment Summary (BA-1)

Current Amended Budget	Proposed Budget Amendment	Pro Amended Budget	Item 8B.
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Schultz Park Launch Ramp (213)			
Revenue: Positive/ (Negative) Change			
Dept 000		-	
Total Revenues	\$ 25,100	-	\$ 25,100
Expenditures Positive/ (Negative) Change			
Total Expenditures	28,050	-	28,050
Net Revenues and Expenditures	(2,950)	-	(2,950)
Beginning Fund Balance at July 1, 2023	123,873		123,873
Projected Ending Fund Balance at June 30, 2024	\$ 120,923		\$ 120,923

Brownfield Redevelopment Authority (243)			
Revenue: Positive/ (Negative) Change			
Dept 000	DPA Grant	4,715	
Total Revenues	\$ 164,294	4,715	\$ 169,009
Expenditures Positive/ (Negative) Change			
Dept 000	Blight removal	170,000	(39,785)
Total Expenditures	170,000	(39,785)	130,215
Net Revenues and Expenditures	(5,706)	44,500	38,794

Note: Fund Balance is not reported since the Brownfield Redevelopment Authority is a component unit (full-accrual) activity.

Kalamazoo Harbor Authority (245)			
Revenue: Positive/ (Negative) Change			
Dept 000	Contributions	(14,000)	
Total Revenues	\$ 14,000	(14,000)	\$ -
Expenditures Positive/ (Negative) Change			
Dept 745 - HARBOR	Navigational lighting project did not occur	15,000	(15,000)
Total Expenditures	15,000	(15,000)	-
Net Revenues and Expenditures	(1,000)	1,000	-

Note: Fund Balance is not reported since the Kalamazoo Harbor Authority is a component unit (full-accrual) activity.

City of the Village of Douglas
Fiscal Year 2024 Budget Amendment Summary (BA-1)

Current Amended Budget	Proposed Budget Amendment	Pro Amended Budget	Item 8B.
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Downtown Development Authority (248)

Revenue: Positive/ (Negative) Change			
Dept 000	DDA Grant Award	15,500	
Total Revenues	\$ 50,264	15,500	\$ 65,764
Expenditures Positive/ (Negative) Change			
Total Expenditures	103,800	-	103,800
Net Revenues and Expenditures	(53,536)	15,500	(38,036)

Note: Fund Balance is not reported since the Downtown Development Authority is a component unit (full-accrual) activity.

Blue Star Corridor Improvement Fund (403)

Revenue: Positive/ (Negative) Change			
Dept 000	Marihuana retailers excise tax	15,900	
Total Revenues	\$ 103,000	15,900	\$ 118,900
Expenditures Positive/ (Negative) Change			
Total Expenditures	62,500	-	62,500
Net Revenues and Expenditures	40,500	15,900	56,400
Beginning Fund Balance at July 1, 2023	130,322		130,322
Projected Ending Fund Balance at June 30, 2024	\$ 170,822		\$ 186,722

Water and Sewer Fund (450)

Revenue: Positive/ (Negative) Change			
Dept 000	Capital charge	(90,000)	
Dept 000	DWAM Grant reimbursement	(100,000)	
Total Revenues	\$ 548,978	(190,000)	\$ 358,978
Expenditures Positive/ (Negative) Change			
Dept 536 - WATER SYSTEM	Wages, insurance, equipment rent	454,068	17,800
Total Expenditures	454,068	17,800	471,868
Net Revenues and Expenditures	94,910	(207,800)	(112,890)
Beginning Fund Balance at July 1, 2023	116,251		116,251
Projected Ending Fund Balance at June 30, 2024	\$ 211,161		\$ 3,361

Building Fund (470)

Revenue: Positive/ (Negative) Change			
Dept 000			
Total Revenues	\$ 1,512,298	-	\$ 1,512,298
Expenditures Positive/ (Negative) Change			
Total Expenditures	1,512,298	-	1,512,298
Net Revenues and Expenditures	-	-	-
Beginning Fund Balance at July 1, 2023	-		-
Projected Ending Fund Balance at June 30, 2024	\$ -		\$ -

City of the Village of Douglas
Fiscal Year 2024 Budget Amendment Summary (BA-1)

Current Amended Budget	Proposed Budget Amendment	Pro Amended Budget	Item 8B.
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Douglas Marina (594) Combined with General Fund (101) for financial statement purposes

Revenue: Positive/ (Negative) Change			
Dept 000.00	Seasonal slip fees	3,300	
Total Revenues		\$ 135,087	\$ 138,387
Expenditures Positive/ (Negative) Change			
Dept 597 - DOUGLAS MARINA	Marina demolition, capital outlay	(30,000)	
Total Expenditures		150,850	120,850
Net Revenues and Expenditures		(15,763)	17,537
Beginning Fund Balance at July 1, 2023		40,356	40,356
Projected Ending Fund Balance at June 30, 2024		\$ 24,593	\$ 57,893

Equipment Rental Fund (660)

Revenue: Positive/ (Negative) Change			
Dept 000			
Total Revenues		\$ 223,836	\$ 223,836
Expenditures Positive/ (Negative) Change			
Dept 903 - EQUIPMENT REPAIRS & MAIN	Gas & oil, vehicle maintenance	(15,000)	
Total Expenditures		245,600	230,600
Net Revenues and Expenditures		(21,764)	(6,764)
Beginning Fund Balance at July 1, 2023		1,079,613	1,079,613
Projected Ending Fund Balance at June 30, 2024		\$ 1,057,849	\$ 1,072,849

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

RESOLUTION NO. 13-2024

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

At a regular meeting of the City Council for the City of the Village of Douglas, Michigan, held at the City of the Village of Douglas City Hall, Douglas, Michigan, on the 17th day of June, 2024, at 7:00 p.m.

PRESENT:

ABSENT:

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

RESOLUTION

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

ADOPTED this 17th day of June, 2024

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 June 17, 2024 in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

CITY OF THE VILLAGE OF DOUGLAS

BY: _____

Laura Kasper, City Clerk



The Village of Friendliness – Since 1870

To: The City of the Village of Douglas City Council

From: Lisa Nocerini, City Manager

RE: Approval an agreement with Carbon Six Construction for Architectural Design Phase 415 Wiley Road

Date: June 17, 2024

At the June 10th, 2024, City Council Workshop, the City Council provided direction to the City Administration to add an agreement with Carbon Six Construction on the upcoming council agenda, to approve an agreement focused on the initial design and planning work related to the build-out at 415 Wiley Road. The proposed budget for this phase of the project is \$129,150.00. Additionally, it was recommended that Carbon Six Construction meet with City staff as a first step, to discuss the project plans.

The 415 Wiley Road property is poised for a significant development initiative aimed at enhancing its functionality and contributing positively to the community, housing the City Hall, Police Department, and DPW office space. To ensure a successful project, it is imperative to commence with the first step which includes comprehensive design and planning work.

Carbon Six Construction has been identified as the preferred contractor for this phase due to their experience in similar projects and their reputation for delivering high-quality design and construction services.

Scope of Work

The engagement of Carbon Six Construction will encompass the following:

- Design Development: Creating detailed architectural and engineering plans for the 415 Wiley Road build-out.
- Project Planning: Developing a comprehensive project timeline and strategy for execution.
- Consultation: Meet with City staff and the Council to review progress, discuss plans, and align on next steps.

Budget and Funding

The proposed budget for this initial phase is \$129,150.00. This amount has been allocated from the City's General Fund for the Fiscal Year 2024/2025. It is planned that these funds will be reimbursed upon securing loan proceeds for the full development project. This strategic approach allows us to expedite the project's preliminary stages while maintaining financial prudence.

Benefits of the Proposal

Timely Project Kickoff: Hiring Carbon Six Construction now enables us to start the design and planning work immediately, keeping the project on schedule.

Expertise and Quality: Carbon Six Construction brings valuable expertise that will ensure high-quality outcomes for the 415 Wiley Road build-out.

Collaborative Planning: Their involvement in regular meetings with City staff and the Council will facilitate clear communication and alignment throughout the project.

Cost Breakdown for this phase of the project:

- Carbon Six Preconstruction (aka architectural design phase): \$8000.00
- Civil Engineering: \$15,000.00
- Structural Engineering: \$10,000.00
- MEP (Mechanical, Electrical, Plumbing Design): \$20,000.00
- Architectural Design: \$70,000.00
- Carbon Six Fee (5% of total): \$6,150.00

Based on the outlined benefits and the strategic importance of advancing the 415 Wiley Road project, it is recommended that the City Council:

Recommended Motion: Approve the agreement for Carbon Six Construction to complete the architectural design phase for 415 Wiley Road.

DRAFT AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the « Seventeenth » day of « June » in the year « 2024 »
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

« City of the Village of Douglas »« »
« 86 W Center St, Douglas, MI 49406 »
« 269-857-1438 »
« »

and the Construction Manager:
(Name, legal status, address, and other information)

« CarbonSix Construction Inc »« Corporation »
« 6200 Wing Ave SE, Grand Rapids, MI 49512 »
« 616-588-3488 »
« »

for the following Project:
(Name, location, and detailed description)

« 415 Wiley Road »
« City Hall and Police Department Building Transformation »
« »

The Architect:

« Create 3 Architecture »« »
« 100 Cesar E. Chavez Ave SW, Grand Rapids, MI 49503 »
« 616-734-9314 »
« »

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

« The Project at 415 Wiley Road Douglas, Michigan, involves the rehabilitation of an existing building to serve as the new City Hall and Police Department. This site will be surveyed to map elevations, features, and existing plans. The project will ensure compliance with local regulations based on architectural plans developed by Create 3 Architecture to meet the specific needs of the city. »

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

« »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

« »

- .2 Construction commencement date:

« »

- .3 Substantial Completion date or dates:

« »

- .4 Other milestone dates:

« »

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

« Not Applicable »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

« Not Applicable »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

« Not Applicable »

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

« »

« »

« »

« »

« »

« »

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

« »

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

« »« »
 « »
 « »
 « »
 « »

.2 Civil Engineer:

« »« »
 « »
 « »
 « »
 « »

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

« »

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

« Patrick Brechting »
 « 100 Cesar E. Chavez Ave SW, Grand Rapids, MI 49503 »
 « patrickb@create3architecture.com »
 « 616-734-9314 »
 « »
 « »

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

« Josh Collier »
 « 6200 Wing Ave SE Grand Rapids, MI 49512 »
 « josh@carbonsix.com »
 « 616-588-3488 »
 « »
 « »

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

« Not Applicable »

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

« Not Applicable »

§ 1.1.15 Other Initial Information on which this Agreement is based:

« Not Applicable »

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The

Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

See Attached Exhibit C

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any

insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

« CarbonSix Preconstruction = \$8,000.00
Civil = \$15,000.00
Structural = \$10,000.00
Architectural = \$70,000.00
MEP = \$20,000.00
CarbonSix Fee (5%) = \$6,150.00
Total Cost = \$129,150.00 »

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« Not Applicable »

Individual or Position**Rate**

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid « » (« ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

« » % « »

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**§ 6.1 Contract Sum**

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

« Five Percent (5%) »

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

« Five Percent (5%) for added scope, Zero percent (0%) for scope reduction »

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« Not Applicable »

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed « » percent (« » %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

« Not Applicable »

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

« Not Applicable »

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site and performing Work, with the Owner’s prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

« Not Applicable »

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term “related party” shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager’s personnel stationed at the Construction Manager’s principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager’s principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager’s capital expenses, including interest on the Construction Manager’s capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager’s own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager’s list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection

by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 11.1.3 Provided that an Application for Payment is received by the Owner not later than the «25th » day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the «30th » day of the «Following » month. If an Application for Payment is received by the Owner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «Forty Five » («45 ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« Ten Percent (10%) »

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« Building Permit, Insurance, Bonds »

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

« Not Applicable »

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

« Not Applicable »

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- 1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- 2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- 3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the

Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« Within 30 days of closeout documentation provision by Construction Manager »

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

« Once percent above prime » % « 1% »

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[☒] Arbitration pursuant to Article 15 of AIA Document A201–2017

[« »] Litigation in a court of competent jurisdiction

[« »] Other: *(Specify)*

« »

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will

terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

« total project fee, in addition to all management and project costs to date as of notice of termination date. »

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than « » (\$ « ») for each occurrence and « » (\$ « ») in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than « » (\$ « ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« Not Applicable »

§ 14.5 Other provisions:

« Not Applicable »

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5

5. Exhibit C: Design Documentation Overview« »

- .6 Other Exhibits:
(Check all boxes that apply.)

[

« »

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

- .7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

« »« »

(Printed name and title)

« »« »

(Printed name and title)

TELARDO

EXHIBIT C

The Construction Manager should provide the following documentation and information prior to the completion of the Preconstruction Phase to the extent they are not already contemplated in this Agreement and its addenda, including the Guaranteed Maximum Price Proposal:

Base City Hall / Police Garage / Entry Canopy fee:

City Hall Project Deliverables:

Schematic Design

- Complete field measure and audit of existing facility.
- In person design workshop with staff to validate current design plan and verify all needs are being met.
- Schematic floor plans to quantify staff comments.
- Digital meetings to review schematic plans and implement additional comments & ideas.
- Schematic Design presentation package for review by City Council including floor plans, elevations and 3D perspectives.
- Schematic images for use in public announcements.

Design Development

- Implementation of design-build mechanical and electrical systems into building design.
- Generation of Civil and structural design.
- Coordination with owner provided AV and other vendors.
- Complete code analysis and egress plan.
- Continued review of design by staff members and end users.
- In-person design meeting for selection of interior finishes proposed by interior designer.
- Refined design development drawings including descriptions of all building systems for initial construction budgets.

Construction Documents

- Completion of final construction documents to be used for bidding, permitting and construction.
- Construction documents to include:
 - o Civil grading plans and utility plan for new entryway and police garage.
 - o Architectural floor plans, RCP's, elevations, sections, schedules and specifications for complete building scope.
 - o Structural foundations, framing plans and details for police garage addition and covered entryway.
 - o Design-build mechanical and electrical plans.
 - o Interior finish plans documenting all wall coving, flooring, ceiling systems, millwork and accent tiles throughout City Hall scope.
 - o Details and documentation of any exterior cladding revisions required.

Construction Administration

- Participation in weekly virtual OAC meetings for 8 months of construction.
- Review of shop drawings / submittals for architectural, structural, and civil scope.
- Responses to RFI's from contractor as required.
- (3) site visits during various stages of construction.



The Village of Friendliness – Since 1870

To: The City of the Village of Douglas City Council

From: Lisa Nocerini, City Manager

RE: Approve funding in the amount of \$129,150.00 for Carbon Six Construction to complete the architectural design phase for 415 Wiley Road

Date: June 17, 2024

The proposed budget for this initial phase is \$129,150.00. This amount will be allocated from the City's building fund for the Fiscal Year 2024/2025. The funds can be reimbursed upon the passage of the Reimbursement Resolution, included on tonight's agenda.

Cost Breakdown for the architectural design phase of the project:

- Carbon Six Preconstruction (aka architectural design phase): \$8000.00
- Civil Engineering: \$15,000.00
- Structural Engineering: \$10,000.00
- MEP (Mechanical, Electrical, Plumbing Design): \$20,000.00
- Architectural Design: \$70,000.00
- Carbon Six Fee (5% of total): \$6,150.00

Recommended Motion: Approve funding in the amount of \$129,150.00 for Carbon Six Construction to complete the architectural design phase for 415 Wiley Road, with funds to be allocated from the FY24/25 budget under the building fund. This approval also includes a transfer from the general fund to the building fund to cover these costs.



The Village of Friendliness – Since 1870

To: The City of the Village of Douglas City Council

From: Lisa Nocerini, City Manager

RE: Approval of Reimbursement Resolution for Architectural Design Work at 415 Wiley Road in the amount of \$129,150.00

Date: June 17, 2024

At the Monday, June 10th, 2024, City Council Workshop, the council directed the City Administration to place an item on the June 17th, 2024, City Council meeting agenda, to consider approval to have Carbon Six Construction commence with Architectural Design work. Carbon Six Construction included this work in their initial proposal for an amount not to exceed \$129,150.00.

The expenditure of \$129,150.00 will initially come from the city's general fund under the FY24/25 building fund line item. However, the cost can be reimbursed back to the general fund at a later date, should the city move forward with approving a loan for the build-out, but this requires the City to pass a "Reimbursement Resolution" to have on record, that states when a loan is secured, the city can use loan proceeds to pay this money back to the general fund.

I want to point out that the attached resolution contains language that states, "The City intends to secure a loan to finance the overall development of the 415 Wiley Property in a maximum principal amount of \$4,000,000.00 and upon the closure of this loan, the expended funds will be reimbursed to the General Fund from the loan proceeds." While the City Council does not intend to spend \$4,000,000.00, and is not committed to spending that amount, it is imperative that the resolution has a number that we can ensure will not be exceeded. If the number is too low, and the city does exceed that amount, it would jeopardize the ability to have the costs reimbursed for the Architectural Design Phase (\$129,150.00) when the loan is eventually issued, and that is why the number is higher. The key word in the resolution language is "maximum."

It is important that this resolution is on the record, should the city move forward with securing a loan for the 415 Wiley Road Property build-out so that the City can reimburse the general fund for these costs.

Recommended Motion: Approve Reimbursement Resolution 14-2024 with the intent to reimburse the general fund from future loan proceeds for Architectural Design Work at 415 Wiley Road, in the amount of \$129,150.00, upon closure of the loan.

City of Douglas Council Resolution

Resolution No. 14-2024

A RESOLUTION OF THE CITY OF DOUGLAS COUNCIL APPROVING AN EXPENDITURE OF \$129,150.00 IN THE FISCAL YEAR 2024/2025 BUDGET FOR CARBON SIX CONSTRUCTION TO COMMENCE ARCHITECTURAL DESIGN PLANS FOR THE 415 WILEY PROPERTY BUILD OUT, WITH THE INTENT TO REIMBURSE THE GENERAL FUND FROM FUTURE LOAN PROCEEDS UPON CLOSURE OF THE LOAN.

WHEREAS, the City of Douglas recognizes the necessity for the development and enhancement of the 415 Wiley Property, which is anticipated to bring significant benefits to the community; and

WHEREAS, Carbon Six Construction has been identified as the designated contractor to initiate the design plans for the aforementioned project; and

WHEREAS, the City Council acknowledges the immediate requirement to allocate funds for the design phase, which is critical to ensure the timely progress of the project; and

WHEREAS, the allocated \$129,150.00 will be drawn from the City's General Fund in the Fiscal Year 2024/2025 budget to cover the initial costs; and

WHEREAS, the City intends to secure a loan to finance the overall development of the 415 Wiley Property in a maximum principal amount of \$4,000,000.00 and upon the closure of this loan, the expended funds will be reimbursed to the General Fund from the loan proceeds;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DOUGLAS:

1. The City of Douglas hereby approves the expenditure of \$129,150.00 from the Fiscal Year 2024/2025 budget for the purpose of initiating the design plans for the 415 Wiley Property build-out by Carbon Six Construction.
2. The expenditure will be allocated from the City's General Fund with the understanding that the City intends to reimburse itself from the loan proceeds once the loan is closed.
3. The City Manager is authorized to execute any necessary agreements or documents with Carbon Six Construction to facilitate the commencement of the design plans for the 415 Wiley Property.
4. The City Finance Director is directed to oversee the allocation of funds and ensure that the General Fund is reimbursed in accordance with the terms of the loan upon its closure.
5. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Douglas this 17th day of June 2024.

CITY OF DOUGLAS

By: _____
Cathy North, Mayor

Date: _____

By: _____
Laura Kasper, City Clerk

Date: _____



The Village of Friendliness – Since 1870

To: The City of the Village of Douglas City Council

From: Lisa Nocerini, City Manager

RE: Surplus Property Ordinance Amendments: Second Reading

Date: June 17th, 2024

As you will recall, the City Council directed the City Administration to work with the city attorney and suggested amendments to the existing Surplus Property Ordinance.

The current surplus property ordinance, while well-intentioned, has proven to be overly cumbersome and restrictive. The process is laden with red tape that hinders the efficient and effective management of city-owned surplus properties.

Amending the surplus property ordinance is essential to cut unnecessary red tape, broaden the scope of property utilization, and safeguard the integrity of the city's assets. These changes will enable more efficient management, enhance more potential for community development, and uphold public trust. Your support in advancing these amendments will be instrumental in achieving these objectives.

CITY OF THE VILLAGE OF
DOUGLAS ALLEGAN COUNTY,
MICHIGAN ORDINANCE NO. 03-
2024

**AMENDMENT TO AN ORDINANCE TO ESTABLISH
PROCEDURES FOR TRANSFER OF SURPLUS
REAL PROPERTY FOR THE CITY OF THE
VILLAGE OF DOUGLAS**

**THE CITY OF THE VILLAGE OF DOUGLAS DOES HEREBY ORDAIN AS
FOLLOWS:**

Section 1: PURPOSE AND SCOPE

The purpose of the Surplus Real Property Transfer Ordinance is to provide a framework for the transfer of City real property deemed to be surplus. This Ordinance is intended to create a process to transfer Real Property that is transparent to the community, fair, equitable, and consistent with the best interests of the City.

Section 2: DEFINITIONS Transfer:

Disposal shall mean the transfer of control or ownership of real property considered by the City to be surplus, by means of a sale or lease, to include preparing, negotiating, and executing a written contract, where necessary. This ordinance shall not apply to intragovernmental property transfers pursuant to Act 425 of 1984, as amended.

Notice of Intent– Request for Bid: The notice prepared by the City announcing that the City will receive bids for the sale or lease of Surplus Real Property. The notice shall also provide prospective purchasers with direction on where or how they may obtain specific information concerning the Surplus Real Property and the sealed bid process.

Practical Use: The use of something for a reasonable purpose.

Proprietary Fund: Fund that charges a fee to cover the cost of operations.

Real Property: Any fixed property (i.e., buildings, land, etc.) controlled or owned by the City, from which the City expects to derive economic benefit for service delivery to the general public.

This Ordinance is not intended to apply to Personal Property (i.e., Automobiles/vehicles, electronics, furniture, machinery and tools, miscellaneous equipment, or office machines.) except as incidental to the sale of Real Property [RRS1] pursuant to a purchase agreement.

Surplus Real Property: Real property that is no longer needed in the foreseeable future or has no practical benefit to the City.

Section 3: APPLICABILITY

This Ordinance applies to all City owned real property except: - Real property purchased with grant funds which shall be disposed of in accordance with applicable grant requirements, if any. - Seized or unclaimed property within the Police Department which shall be handled and disposed of in accordance with applicable Federal, State, and Local requirements. This Ordinance applies to all City Officials, employees and users including, but not limited to, full time, part time, and intermittent / seasonal / contracted employees.

Section 4: REAL PROPERTY GUIDELINES

1. The City Manager or designee will review City owned real property and recommend to Council if any City owned real property is surplus.
2. Disposing of real property by City Officials or employees for personal gain or to benefit the interest of any person or party other than the City is strictly prohibited.
3. Sale of land or other real property requires City Council authorization and may require a vote of the majority of electors as provided in Chapter 13 of the City Charter.
4. Sale of Surplus Real Property shall be done by passing an ordinance.
 - a. The City shall retain an easement on all properties where public utilities exist or where future development may conceivably require public utilities.
 - b. The City may retain an easement for ingress/egress over properties to access and/or maintain other City Properties, facilities, or services.
5. Real property may be conveyed by quit claim deed.
6. The City shall not sell, transfer or convey real property or any other parcel of City owned real property to any individual or entity who is in default of any contract or obligation with the City, including but not limited to a prospective purchaser who is shown in the City records to have delinquent City real or personal property taxes or special assessments, outstanding invoices for City services, or has received a notice or citation for violation of any City ordinance, rule or regulation, unless the default, delinquency or violation is corrected prior to City Council's consideration of the sale or other disposition of the real property.
7. The purchaser of real property shall agree to pay and be responsible to pay for any mortgage or title insurance policy, all costs in applying for and securing financing or assuming existing financing, all costs of preparation of documents relating to new or existing financing, recording financing statements, inspections, environmental assessments, recording fees for mortgage and deed, , costs in connection with matters relating to purchaser's use or intended use of the real property, including but not limited

to, re-zoning, special use permits, variances, soil borings, surveying, rights-of-way, site plan preparation, sanitary sewer lines, water lines and other matters related to development of the real property, and purchaser's broker and attorney fees, and any other conditions that may apply.

Section 5: METHODS OF TRANSFER

Following are the allowable methods of transfer of Surplus Real Property [RRS2]:

1. Sale or Lease through sealed bids/offers after Notice of Intent – Request for Bid

a. The City shall publish at least one time a Notice of Intent – Request for Bid in customary locations. An appraisal shall be done prior to a Notice of Intent – Request for Bid for all real property.

i. The notice of intent shall at a minimum:

1. Describe the Surplus Real Property and minimum bid price.

~~a. The minimum bid price shall be at least 80% of appraised value [RRS3].~~

2. The notice shall allow a minimum of 30 days for the submission of responses proposals, leases, offers, and/or bids.

b. All offers shall be presented in a sealed envelope in writing and signed by the prospective buyer/ lessor and contain the following information:

i. Name, address, telephone number

ii.. Total purchase price/ lease price (annual)

iii. Terms of sale or lease

iv. Any contingencies

c. The offer shall contain the following additional information

i. Parcel number and street address

ii. Proposed use and development of the property

iii. Anticipated method of financing

iv. Number of jobs to be created/retained and average job wage (if commercial or industrial)

v. Hours of operation (if downtown or commercial)

d. The City may apply the following preferences for real property:

- i. For residential real property: preference will be given to purchasers that will construct a home on a vacant property. Adjoining property owners will be given preference if the real property is unbuildable because of zoning, other codes or laws, environmental or economic factors.
- ii. For commercial real property: preference will be given based on the number of jobs created and dollar amount of total investment.
- e. The City may reject all offers and decline to enter into a sale or lease up until the time of execution of the deed or lease when it is in the best interests of the City.
- f. City Employees shall not participate in this method of transfer.

2. Sale through Auction In the event the Surplus Real Property cannot be sold after following the above procedures, the Surplus Real Property shall be sold through auction

- a. Any expense incurred in conducting the auction ~~shall~~ **may** be deducted from the auction receipts.
- b. Employees may participate in public auction or sale of City Surplus Real Property.

c. Sale through Real Estate Broker In lieu of auction, the City may list the Surplus Real Property through the engagement of a licensed real estate broker. The broker's fee will be subject to negotiation between the broker and the City, with the listing agreement requiring approval from the City. The broker shall disclose any relationships with any City official or any party to the transaction. The selected broker will be expected to utilize all available marketing avenues to facilitate the sale. Exclusive brokerage agreements may be entertained. Payment of the broker's fee is anticipated to be from the sale proceeds at closing, with a maximum payment period of forty-five (45) days following a successful transaction closure.) Employees may participate in sale of City Surplus Real Property through this process.

d. Unsolicited Offers The City reserves the right to evaluate and potentially accept unsolicited offers for any parcel of Surplus Real Property or any other City-owned real estate at its discretion. These offers may be submitted directly if there is not an exclusive real-estate brokerage contract or through a licensed real estate broker with or without a contract, including their real estate salespersons, or from individuals or other legal entities. It is imperative that City officials maintain no financial ties to any interested parties.) Public employees may make unsolicited offers for property.

Section 6: Property Transfer Request Form

The City Manager or designee shall notify the Treasurer's Department, Planning and Zoning, Assessor, and City Clerk's Office of the sale or lease of any real property. This shall be coordinated to update City records (i.e., capital improvement documents, insurance records, audit lists and grant requirement documentation). This shall be done by filling out the Property Disposition Request form kept with the City Treasurer. Section

7: SALE PROCEEDS

All proceeds, after expense of sale, shall be allocated by the methods outlined below:
Proprietary Funded Surplus Real Property – If Surplus Real Property was purchased with proprietary funds, all proceeds from the sale of the Surplus Real Property shall be deposited into the proprietary fund in which the original purchase was sourced.

Non-Proprietary Funded Surplus Real Property- If the intent of the disposal was to offset the acquisition of a newer real property, those funds shall be used to reduce the purchase price of the new acquisition. If the proceeds were greater than anticipated, the remaining proceeds shall be deposited into the General Fund.

Section 8: PUBLIC RECORDS

All City owned property is public record, therefore records of sales or leases of Surplus Real Property must be maintained by the City Clerk's Office. Public records will be managed in compliance with applicable local, State and Federal laws, regulations, and policies including the Freedom of Information Act, Open Meetings Act, and Public Records retention schedules, Copyright Law and other applicable City policies.

PUBLIC NOTICE
THE CITY OF THE VILLAGE OF DOUGLAS
ALLEGAN COUNTY, MICHIGAN
NOTICE OF PUBLIC HEARING

THE CITY OF THE VILLAGE OF DOUGLAS WILL HOLD A PUBLIC HEARING FOR THE PROPOSED ORDINANCE NO. 03-2024, AMENDMENT #1 TO AN ORDINANCE TO ESTABLISH PROCEDURES FOR TRANSFER OF SURPLUS REAL PROPERTY FOR THE CITY OF THE VILLAGE OF DOUGLAS

PLEASE TAKE NOTICE that the City Council of the City of the Village of Douglas, Michigan, will hold a Public Hearing on Monday, June 17, 2024, at 7:00 o'clock p.m., Eastern Standard Time in the Council Chambers of City Hall, located at 86 W. Center Street, Douglas, Michigan, on the adoption of the proposed Ordinance No. 03-2024, amendment #1 to an ordinance to establish procedures for transfer of surplus real property for the City of the Village of Douglas.

This notice is given by order of the City of the Village of Douglas City Council.

The full draft ordinance amendment is available at the City of the Village of Douglas offices for public examination and review during normal business hours. Interested persons may submit comments in writing before the public hearing or appear in person at the public hearing to become part of the hearing record. The City of Douglas will provide necessary and reasonable aids and services for disabled persons upon 7 days prior notice to the City Offices at (269) 857-1438.

Dated: May 13, 2024

Laura Kasper, City Clerk
City of the Village of Douglas

fts

To: City of the Village of Douglas City Council

Date: June 17, 2024

From: Sean Homyen, Planning & Zoning Administrator

RE: 6825 Wiley Road – Zoning of Annexed Parcel



The Village of Friendliness – Since 1870

Background. The parcel located at 6825 Wiley Road is a 16.77-acre (73,0501.2 square feet) parcel that the City of Douglas purchased from a private resident and annexed and from Saugatuck Township in 2013. The parcel was originally planned for the construction of a new DPW building, however, this plan never came to fruition and continues to be vacant.

The procedure to annex land from another jurisdiction is outlined in the Home Rule City Act (Public Act 279 of 1909). Section 16.05 of the Zoning Ordinance further provides procedures for the zoning of land that the City annexes. Section 16.05, Zoning of Annexed Lands states:

Whenever any portion of any township becomes a part of the City or whenever any territory is annexed to and becomes part of the City, the then-existing zoning regulations for the territory being incorporated into the City shall remain in full force and effect for a period of 2 years after incorporation or annexation unless the Douglas City Council shall lawfully adopt other zoning regulations ordinances.

According to Section 16.05, the Saugatuck Township zoning district would have expired in July of 2015. The subject parcel has since been “unzoned” since that time, however, it has been included in the City’s Master Plan and Future Land Use.

In 2022, The City Council adopted an ordinance to establish procedures for the transfer of surplus real property. This ordinance defines “surplus real property” as real property that is no longer needed in the foreseeable future or has no practical benefit to the City. This ordinance enables the City Council to sell and transfer property in a fair and transparent manner, by outlining the procedures that the City must follow for selling such property designated as “surplus”.

At a recent meeting, the City Council considered the authorization of the subject parcel to be sold as surplus property, so that the process to accept bids from potential buyers could be initiated. The City Council ultimately determined that potential buyers of the parcel would need to know the permitted uses of the land before bidding. Since permitted land uses are determined by the zoning district, it was decided that the parcel should undergo the process of assigning a zoning district before authorizing the sale.

At the Planning Commission meeting on May 9, 2024, residents of Saugatuck Township mentioned that the intended use for the Wiley Road property was for parks in the 2015 Saugatuck/Douglas Parks & Recreation Plan. However, the Parks and Recreation plan was updated early of 2024 and does not include plans for the Wiley Road property for park use.

Procedures. The Planning Commission is required to conduct a public hearing to assign a zoning designation to an annexed parcel, following the same procedure as for the rezoning of a parcel. This process technically constitutes an amendment to the zoning ordinance and map. However, during the May 9, 2024 Planning Commission meeting, a procedural oversight occurred when a motion resulted in a tie vote. In response, the Planning Commission opted to table the item through another motion. Subsequently, the City Clerk sought guidance from the City Attorney regarding this matter. According to procedural norms, in the event of a tie vote, the motion fails. Consequently, this paves the way for the zoning of the Wiley property to proceed to the City Council for further consideration. The Planning Commission Members were informed of this procedural clarification via email communication from the City Clerk.

Section 28.02 provides procedures for the review and approval of amendments. At the June 3, 2024, meeting, the City Council is tasked with the final approval of the proposed zoning district designation to an annexed parcel and will hold a first reading. The second reading will be held on June 17, 2024 meeting. The Planning and Zoning Administrator's report to the Planning Commission dated April 19, 2024 is also included for your reference in the Council packet for review of procedures of assigning a zoning designation, analysis of the amendment criteria, and resolution of the purchasing of the property.

To: City of the Village of Douglas Planning Commission

Date: April 19, 2024

From: Sean Homyen, Planning & Zoning Administrator

RE: 6825 Wiley Road – Zoning of Annexed Parcel



The Village of Friendliness – Since 1870

Background. The parcel located at 6825 Wiley Road is a 16.77-acre (73,0501.2 square feet) parcel that the City of Douglas annexed and purchased in 2013 from Saugatuck Township. The parcel was originally planned for the construction of a new DPW building, however, this plan never came to fruition and continues to be vacant.

The procedure to annex land from another jurisdiction is outlined in the Home Rule City Act (Public Act 279 of 1909). Section 16.05 of the Zoning Ordinance further provides procedures for the zoning land that the City annexes. Section 16.05, Zoning of Annexed Lands states:

Whenever any portion of any township becomes a part of the City or whenever any territory is annexed to and becomes part of the City, the then-existing zoning regulations for the territory being incorporated into the City shall remain in full force and effect for a period of 2 years after incorporation or annexation unless the Douglas City Council shall lawfully adopt other zoning regulations ordinances.

According to Section 16.05, the Saugatuck Township zoning district would have expired in July of 2015. The subject parcel has since been “unzoned” since that time, however, it has been included in the City’s Master Plan and Future Land Use.

In 2022, The City Council adopted an ordinance to establish procedures for the transfer of surplus real property. This ordinance defines “surplus real property” as real property that is no longer needed in the foreseeable future or has no practical benefit to the City. This ordinance enables the City Council to sell and transfer property in a fair and transparent manner, by outlining the procedures that the City must follow for selling such property designated as “surplus”.

At a recent meeting, the City Council considered the authorization of the subject parcel to be sold as surplus property, so that the process to accept bids from potential buyers could be initiated. The City Council ultimately determined that potential buyers of the parcel would need to know the permitted uses of the land before bidding. Since permitted land uses are determined by the zoning district, it was decided that the parcel should undergo the process of assigning a zoning district before authorizing the sale.

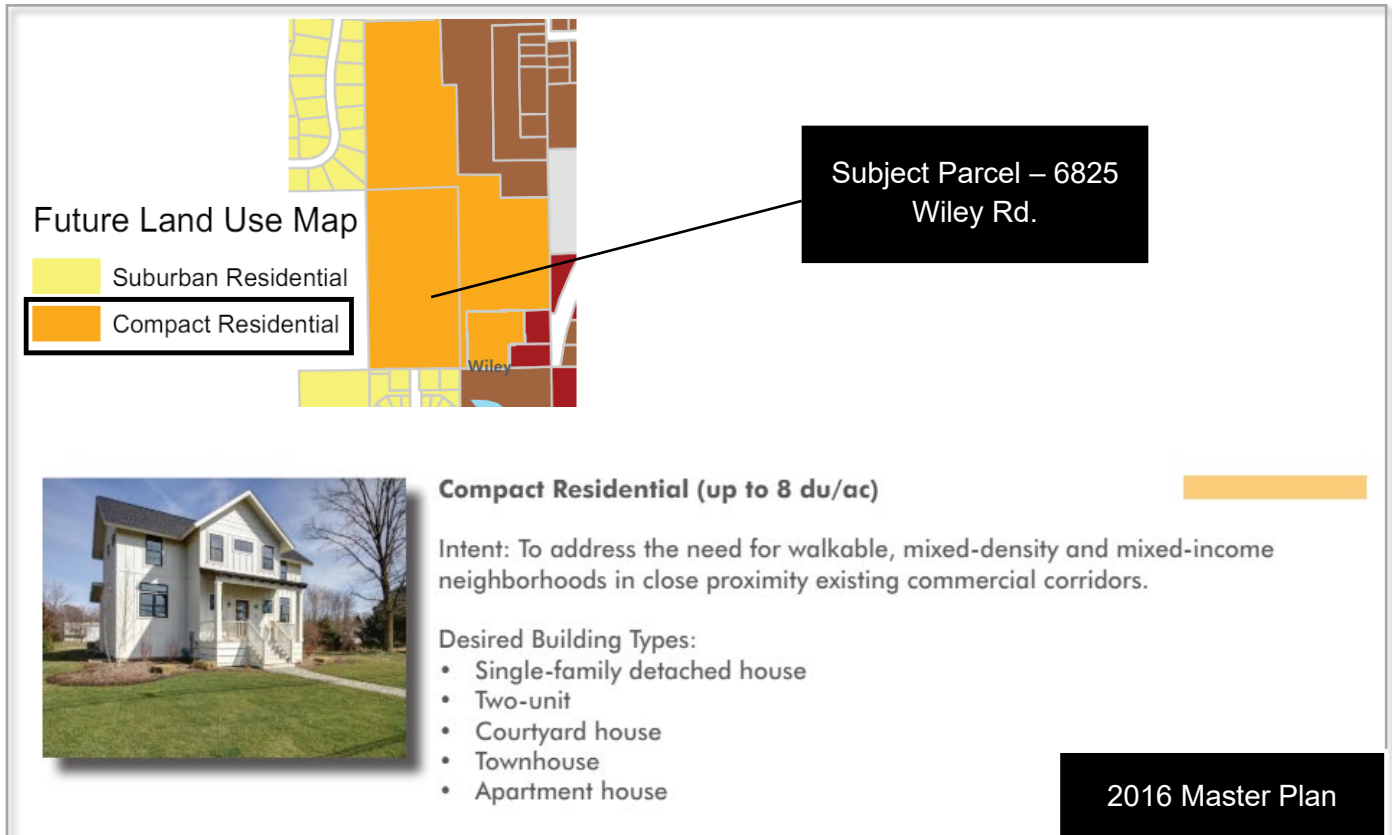
Procedures. The Planning Commission must hold a public hearing to assign a zoning designation to an annexed parcel in the same manner it would for a rezoning of a parcel. Giving the parcel a zoning designation is technically considered an amendment of the zoning ordinance and map.

Section 28.02 provides procedures for the review and approval of amendments. The Planning Commission is tasked with recommending the designation of a zoning district to the City Council. The City Council is the final reviewing authority for any amendment to the Zoning Ordinance and will hold two readings of the proposed zoning designation.

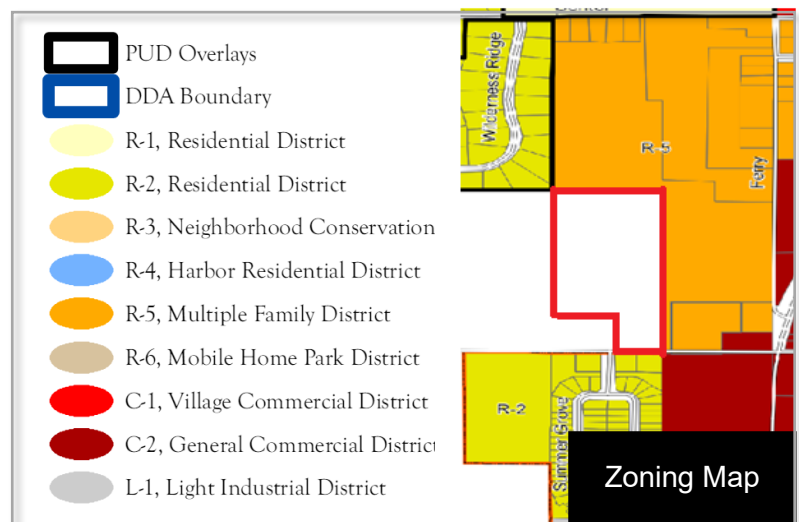
Assigning a Zoning Designation. The Planning Commission would normally take the criteria listed in Section 28.06 into consideration when making decisions on *rezonings*. Because the subject parcel is not being *rezoned* and is simply being given a zoning designation when there was not one before, the Future Land Use map and text within the Master Plan shall serve as the guide for designating an appropriate zoning district. The rezoning criteria are listed below for your reference, though many are not applicable.

- a. *What, if any, identifiable conditions related to the application have changed since the existing zoning district was established which justify the proposed amendment?*
- b. *What are the precedents and the possible effects of such precedent which might result from the approval or denial of the petition?*
- c. *What is the impact of the amendment on the ability of the City and other governmental agencies to provide adequate public services and facilities, and/or programs that might reasonably be required in the future if the proposed amendment is adopted?*
- d. *Does the petitioned district change adversely affect environmental conditions, or the rights of a neighboring property owner?*
- e. *Is the class of uses permitted in the district appropriate for the location proposed to be rezoned?*
- f. *Does the petitioned district change generally comply with the Tri-Community Comprehensive Plan, or a subsequent document that guides land use and development decisions in the City of the Village of Douglas?*
- g. *What is the ability of the property in question to be put to a reasonable economic use in the zoning district in which it is presently located?*

The current Master Plan designates the subject parcel as “Compact Residential”. The Future Land Use map and text are shown below.



Based on the Future Land Use designation and the existing zoning of adjacent parcels, staff has determined that R-5, Multiple Family Residential is the most appropriate zoning district for the subject parcel.



RECOMMENDATION

Based on the findings outlined in this staff report, staff is recommending that the Planning Commission provide a favorable recommendation to the City Council to approve the zoning designation of the 6825 Wiley Road parcel to R-5, Multiple Family Residential.

SUGGESTED MOTION

I move to forward a recommendation for [approval/denial] of the assignment of the R-5, Multiple Family zoning district to the parcel located at 6825 Wiley Road (PPN 59-017-089-40) annexed by the City of the Village of Douglas, based on the findings outlined in the staff report dated May 3, 2024.

Please feel free to reach out with any questions.

CITY OF THE VILLAGE OF DOUGLAS
ALLEGAN COUNTY, MICHIGAN
ORDINANCE NO. 02-2022

**AN ORDINANCE TO ESTABLISH PROCEDURES FOR
TRANSFER OF SURPLUS REAL PROPERTY FOR
THE CITY OF THE VILLAGE OF DOUGLAS**

**THE CITY OF THE VILLAGE OF DOUGLAS DOES HEREBY ORDAIN AS
FOLLOWS:**

Section 1: PURPOSE AND SCOPE

The purpose of the Surplus Real Property Transfer Ordinance is to provide a framework for the transfer of City real property deemed to be surplus. This Ordinance is intended to create a process to transfer of Real Property that is transparent to the community, fair, equitable, and consistent with the best interests of the City.

Section 2: DEFINITIONS

Transfer: Disposal shall mean the transfer of control or ownership of real property considered by the City to be surplus, by means of a sale or lease, to include preparing, negotiating and executing a written contract, where necessary. This ordinance shall not apply to intragovernmental property transfers pursuant to Act 425 of 1984, as amended.

Notice of Intent– Request for Bid: The notice prepared by the City announcing that the City will receive bids for the sale or lease of Surplus Real Property. The notice shall also provide prospective purchasers with direction on where or how they may obtain specific information concerning the Surplus Real Property and the sealed bid process.

Practical Use: The use of something for a reasonable purpose.

Proprietary Fund: Fund that charges a fee to cover the cost of operations.

Real Property: Any fixed property (i.e., buildings, land, etc.) controlled or owned by the City, from which the City expects to derive economic benefit for service delivery to the general public. This Ordinance is not intended to apply to Personal Property (i.e., automobiles/vehicles, electronics, furniture, machinery and tools, miscellaneous equipment, or office machines.) except as incidental to the sale of Real Property pursuant to a purchase agreement.

Surplus Real Property: Real property that is no longer needed in the foreseeable future or has no practical benefit to the City.

Section 3: APPLICABILITY

This Ordinance applies to all City owned real property except:

- Real property purchased with grant funds which shall be disposed of in accordance with applicable grant requirements, if any.
- Seized or unclaimed property within the Police Department which shall be handled and disposed of in accordance with applicable Federal, State, and Local requirements.

This Ordinance applies to all City Officials, employees and users including, but not limited to, full time, part time, and intermittent / seasonal / contracted employees.

Section 4: REAL PROPERTY GUIDELINES

1. The City Manager or designee will review City owned real property and recommend to Council if any City owned real property is surplus.
2. Disposing of real property by City Officials or employees for personal gain or to benefit the interest of any person or party other than the City is strictly prohibited.
3. Sale of land or other real property requires City Council authorization and may require a vote of the majority of electors as provided in Chapter 13 of the City Charter.
4. Sale of Surplus Real Property shall be done by passing an ordinance.
 - a. The City shall retain an easement on all properties where public utilities exist or where future development may conceivably require public utilities.
 - b. The City may retain an easement for ingress/egress over properties to access and/or maintain other City Properties, facilities, or services.
5. Real property may be conveyed by quit claim deed.
6. The City shall not sell, transfer or convey real property or any other parcel of City owned real property to any individual or entity who is in default of any contract or obligation with the City, including but not limited to a prospective purchaser who is shown in the City records to have delinquent City real or personal property taxes or special assessments, outstanding invoices for City services, or has received a notice or citation for violation of any City ordinance, rule or regulation, unless the default, delinquency or violation is corrected prior to City Council's consideration of the sale or other disposition of the real property.

7. The purchaser of real property shall agree to pay and be responsible to pay for any mortgage or title insurance policy, all costs in applying for and securing financing or assuming existing financing, all costs of preparation of documents relating to new or existing financing, recording financing statements, inspections, environmental assessments, recording fees for mortgage and deed, , costs in connection with matters relating to purchaser's use or intended use of the real property, including but not limited to, re-zoning, special use permits, variances, soil borings, surveying, rights-of-way, site plan preparation, sanitary sewer lines, water lines and other matters related to development of the real property, and purchaser's broker and attorney fees, and any other conditions that may apply.

Section 5: METHODS OF TRANSFER

Following are the allowable methods of transfer of Surplus Real Property:

1. **Sale or Lease through sealed bids/offers** after Notice of Intent – Request for Bid
 - a. The City shall publish at least one time a Notice of Intent – Request for Bid in customary locations. An appraisal shall be done prior to a Notice of Intent – Request for Bid for all real property.
 - i. The notice of intent shall at a minimum:
 1. Describe the Surplus Real Property and minimum bid price.
 - a. The minimum bid price shall be at least 80% of appraised value.
 2. The notice shall allow a minimum of 30 days for the submission of responses proposals, leases, offers, and/or bids.
 - b. All offers shall be presented in a sealed envelope in writing and signed by the prospective buyer/ lessor and contain the following information:
 - i. Name, address, telephone number
 - ii. Total purchase price/ lease price (annual)
 - iii. Terms of sale or lease
 - iv. Any contingencies
 - c. The offer shall contain the following additional information
 - i. Parcel number and street address
 - ii. Proposed use and development of the property
 - iii. Anticipated method of financing
 - iv. Number of jobs to be created/retained and average job wage (if commercial or industrial)
 - v. Hours of operation (if downtown or commercial)
 - d. The City may apply the following preferences for real property:
 - i. For residential real property: preference will be given to purchasers that will construct a home on a vacant property. Adjoining property owners will be given preference if the real property is unbuildable because of zoning, other codes or laws, environmental or economic factors.
 - ii. For commercial real property: preference will be given based on the number of jobs created and dollar amount of total investment.

- e. The City may reject all offers and decline to enter a sale or lease up until the time of execution of the deed or lease when it is in the best interests of the City.
- f. City Employees shall not participate in in this method of transfer.

2. **Sale through Auction** In the event the Surplus Real Property cannot be sold after following the above procedures, the Surplus Real Property shall be sold through auction

- a. Any expense incurred in conducting the auction shall be deducted from the auction receipts.
- b. Employees may participate in public auction or sale of City Surplus Real Property.

Section 6: Property Transfer Request Form

The City Manager or designee shall notify the Treasurer's Department, Planning and Zoning, Assessor, and City Clerk's Office of the sale or lease of any real property. This shall be coordinated to update City records (i.e., capital improvement documents, insurance records, audit lists and grant requirement documentation). This shall be done by filling out the Property Disposition Request form kept with the City Treasurer.

Section 7: SALE PROCEEDS

All proceeds, after expense of sale, shall be allocated by the methods outlined below:

Proprietary Funded Surplus Real Property – If Surplus Real Property was purchased with proprietary funds, all proceeds from the sale of the Surplus Real Property shall be deposited into the proprietary fund in which the original purchase was sourced.

Non-Proprietary Funded Surplus Real Property- If the intent of the disposal was to offset the acquisition of a newer real property, those funds shall be used to reduce the purchase price of the new acquisition. If the proceeds were greater than anticipated, the remaining proceeds shall be deposited into the General Fund.

Section 8: PUBLIC RECORDS

All City owned property is public record, therefore records of sales or leases of Surplus Real Property must be maintained by the City Clerk's Office.

Public records will be managed in compliance with applicable local, State and Federal laws, regulations, and policies including the Freedom of Information Act, Open Meetings Act, and Public Records retention schedules, Copyright Law and other applicable City policies.

Ordinance Offered by: Seabert

Ordinance Supported by: Toepper

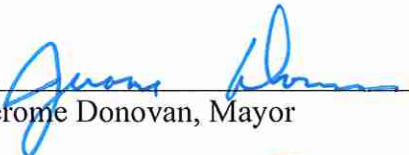
Ayes: Donovan, Miller, Nauman, Seabert, Toepper

Nays: None

Abstain: None

Absent: North, Van Loon

Ordinance Declared Adopted.


Jerome Donovan, Mayor

2-22-2022
Date


Pamela Alderink, City Clerk

2/22/2022
Date

Ordinance Adoption Date: February 21, 2022

Ordinance Effective Date: 20 days after adoption and publication

CITY OF THE VILLAGE OF DOUGLAS**ALLEGAN COUNTY, MICHIGAN****ORDINANCE NO.04-2024****AN ORDINANCE TO AMEND THE ZONING ORDINANCE AND MAP****TO DESIGNATE THE 6825 W. WILEY RD (PPN 59-017-089-40)****SECTION 017, CITY OF THE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN****PREAMBLE**

WHEREAS, The City of the Village of Douglas annexed the parcel known as 6825 Wiley Road (PPN 59-017-089-40) (“the Property”) from Saugatuck Township in 2015, and it remained zoned R-4, Lakeshore Transitional Residential for two years following the annexation, per Section 16.05, Zoning of Annexed Lands, of the City of the Village of Douglas Zoning Ordinance; and

WHEREAS, The City finds that the Property was not given a zoning designation after the two years specified by Section 16.05 for the previous zoning district to be in effect;

WHEREAS, the 2016 Master Plan provides for a future land use designation of Compact Residential, which is compatible with the R-5, Multiple Family Zoning District, and consistent with the existing zoning of adjacent parcels, the City hereby designates the zoning of the Property as R-5, Multiple Family Residential.

WHEREAS, pursuant to Article 28 of the Douglas Zoning Ordinance, adding a zoning designation or changing a zoning designation constitutes an amendment to the Official Zoning Map of the City of the Village of Douglas, requiring a public hearing by the Planning Commission and Approval by City Council;

WHEREAS, pursuant to and in compliance with Act 110 of 2006 of the Public Acts of Michigan, being the Zoning Enabling Act as amended, the Planning Commission conducted a public hearing on May 9, 2024

THE CITY OF THE VILLAGE OF DOUGLAS HEREBY ORDAINS:

The City of the Village of Douglas Zoning Ordinance, adopted in 2009, as amended, is hereby amended as follows:

SECTION 1. ASSIGNMENT OF ZONING DESIGNATION. The zoning designation of R-5, Multiple Family Residential to the entire parcel located at 6825 Wiley Road (59-017-089-40), legally described below to R-5, Multiple Family Residential.

LEGAL DESCRIPTION

ALL THAT PT OF W 1/2 E 1/2 SE 1/4 LYING S OF A LIN EXTENDING FROM SW COR FELKERS L S SUBDV TH E TO W LIN E 1/2 E 1/4 SE 1/4 EX S 200' OF W 400' OF E 1309.85' ALSO EX COM 1309.85' W OF SE 1/4 COR TH N 200' TO POB TH CONT N 100' TH E 100' TH S 100' TH W 100' TO POB SEC 17 T3N R16W (2016).

SECTION 2. SEVERABILITY AND CAPTIONS. This Ordinance and the various parts, sections, subsections, sentences, phrases and clauses thereof are hereby declared severable. If any part, section, subsection, sentence, phrase or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby. The captions included at the beginning of each Section are for convenience only and shall not be considered a part of this Ordinance.

SECTION 3. REPEAL. Any existing ordinance or resolution that is inconsistent or conflicts with this Ordinance is hereby repealed to the extent of any such conflict or inconsistency.

SECTION 4. EFFECTIVE DATE. This Ordinance is ordered to take effect upon the expiration of twenty (20) days following publication of adoption in the Commercial Record, a newspaper having general circulation in the City, under the provisions of 2006 Public Act 110, except as may be extended under the provisions of such Act.

Ordinance Offered by: _____

Ordinance Supported by: _____

Ayes:

Nays:

Abstain:

Absent:

ORDINANCE DECLARED ADOPTED THIS ____ DAY OF _____ 2024

Cathy North, Mayor

Laura Kasper, City Clerk

Ordinance Adoption Date: _____ (to be published within 15 days of adoption)

Ordinance Effective Date: _____ (20 days after publication)

To: City of the Village of Douglas City Council
Date: June 17, 2024
From: Sean Homyen, Planning & Zoning Administrator
RE: Zoning Text Amendment –16.16(3)(a) & 16.16(3)(c) –
 Swimming Pools



The Village of Friendliness – Since 1870

BACKGROUND

Recent applications for pools within the City have revealed some outdated language in the Zoning Ordinance pertaining to the requirements for fencing. As you know, swimming pool installation requires a zoning permit and a building permit before construction can begin. The Zoning Ordinance and building codes both have the intent to prioritize safety. The building codes can change more frequently as technology and building materials evolve for more efficiency and safety. The Zoning Ordinance should usually reflect this type of change as well, as the two codes tend to work in unison. The Zoning Ordinance can be *more restrictive* than building codes, but cannot be *less restrictive* as zoning codes mainly regulate land use, and building code regulations are mainly for ensuring safety with any structure or appurtenance that humans will occupy or use. In 2015, the Michigan Residential Code made some changes to the barrier requirements for swimming pools and spas which would provide exceptions to the requirement to install a fence, and for the safety of building walls to serve as a barrier.

Michigan Township Services building inspectors administer the 2015 International Swimming Pool and Spa Code 2015, which perhaps may be more comprehensive than the requirements within the Michigan Residential Code. Sections from the 2015 International Swimming Pool and Spa Code are shown below for the Planning Commission's reference.

305.2.1 Barrier height and clearances.

Barrier heights and clearances shall be in accordance with all of the following:

- 1. The top of the barrier shall be not less than 48 inches (1219 mm) above grade where measured on the side of the barrier that faces away from the pool or spa. Such height shall exist around the entire perimeter of the barrier and for a distance of 3 feet (914 mm) measured horizontally from the outside of the required barrier.*
- 2. The vertical clearance between grade and the bottom of the barrier shall not exceed 2 inches (51 mm) for grade surfaces that are not solid, such as grass or gravel, where measured on the side of the barrier that faces away from the pool or spa.*
- 3. The vertical clearance between a surface below the barrier to a solid surface, such as concrete, and the bottom of the required barrier shall not exceed 4 inches (102 mm) where measured on the side of the required barrier that faces away from the pool or spa.*

4. *Where the top of the pool or spa structure is above grade, the barrier shall be installed on grade or shall be mounted on top of the pool or spa structure. Where the barrier is mounted on the top of the pool or spa, the vertical clearance between the top of the pool or spa and the bottom of the barrier shall not exceed 4 inches (102 mm).*

305.4 Structure wall as a barrier.

Where a wall of a dwelling or structure serves as part of the barrier and where doors or windows provide direct access to the pool or spa through that wall, one of the following shall be required:

1. *Operable windows having a sill height of less than 48 inches (1219 mm) above the indoor finished floor and doors shall have an alarm that produces an audible warning when the window, door or their screens are opened. The alarm shall be listed and labeled as a water hazard entrance alarm in accordance with UL 2017.*

In dwellings or structures not required to be Accessible units, Type A units or Type B units, the operable parts of the alarm deactivation switches shall be located 54 inches (1372 mm) or more above the finished floor. In dwellings or structures required to be Accessible units, Type A units or Type B units, the operable parts of the alarm deactivation switches shall be located not greater than 54 inches (1372 mm) and not less than 48 inches (1219 mm) above the finished floor.

2. *A safety cover that is listed and labeled in accordance with ASTM F 1346 is installed for the pools and spas.*
3. *An approved means of protection, such as self-closing doors with self-latching devices, is provided. Such means of protection shall provide a degree of protection that is not less than the protection afforded by Item 1 or 2.*

The current ordinance language does not permit a building wall to serve as a barrier if it has windows or doors. Building codes have changed to require the alarms on doors and windows so that it is known when a door to the pool area is opening. The Zoning Ordinance amendment proposes to remove language that allows a building wall to serve as a barrier if doors or windows are not present. The amendment also proposes to change the minimum fencing height to 4' instead of 5' to both match the applicable building codes, and eliminate any special ordering of fence panels, since most standard fence panels come in 4' and 6' in height.

Proposed Amendment. Based on discussions held at the April 11, 2024 Planning Commission meeting, there seemed to be a consensus regarding on *keeping* the fence requirement, regardless of the applicable building code's exception to fencing when a power safety cover is installed. We have made the practical changes to the ordinance, as noted above, that have had an impact on recent applications for swimming pools. At the May 9, 2024 meeting, the Planning Commission made the recommendation to remove the option of providing a power safety cover instead of fencing.

The proposed amendment is below with the language that is proposed for removal shown as highlighted and stricken to make the changes clear along with the removal of the optional power safety cover as recommended by the Planning Commission.

Section 16.16 Swimming Pools:

- 3) Fencing: Yard areas with pools are to be fenced to discourage unsupervised access.
 - a. Such fencing is to be a minimum of ~~five (5)~~ four (4) feet high and equipped with a self-closing and self-latching gate/door.
 - b. Latching devices are to be located at a minimum height of four feet above the ground.
 - c. Such fencing may be omitted where building walls ~~without doorways or windows~~ abut the pool area, provided that the entire perimeter of the pool area is secured.

Procedures. Section 28.02 provides procedures for the review and approval of amendments. The Planning Commission forwarded a favorable recommendation to City Council on the May 9, 2024 meeting.

At the June 3, 2024 meeting, the City Council is tasked with the final approval of the proposed ordinance amendment, and will hold a first reading. The second reading will be held on June 17, 2024 meeting. An ordinance to amend the zoning ordinance has been drafted for the City Council's reference in its review of the proposed zoning ordinance amendment. The Planning and Zoning Administrator's report to the Planning Commission dated April 19, 2024 is also included for your reference in the Council packet for review of the amendment procedures, analysis of the amendment criteria, and original proposed amendment.

Please feel free to reach out with any questions

To: City of the Village of Douglas Planning Commission
Date: April 19, 2024
From: Sean Homyen, Planning & Zoning Administrator
RE: Zoning Text Amendment –16.16(3)(a) & 16.16(3)(c) –
 Swimming Pools



The Village of Friendliness – Since 1870

BACKGROUND

Recent applications for pools within the City have revealed some outdated language in the Zoning Ordinance pertaining to the requirements for fencing. As you know, swimming pool installation requires a zoning permit and a building permit before construction can begin. The Zoning Ordinance and building codes both have the intent to prioritize safety. The building codes can change more frequently as technology and building materials evolve for more efficiency and safety. The Zoning Ordinance should usually reflect this type of change as well, as the two codes tend to work in unison. The Zoning Ordinance can be *more restrictive* than building codes, but cannot be *less restrictive* as zoning codes mainly regulate land use, and building code regulations are mainly for ensuring safety with any structure or appurtenance that humans will occupy or use. In 2015, the Michigan Residential Code made some changes to the barrier requirements for swimming pools and spas which would provide exceptions to the requirement to install a fence, and for the safety of building walls to serve as a barrier.

Michigan Township Services building inspectors administer the 2015 International Swimming Pool and Spa Code 2015, which perhaps may be more comprehensive than the requirements within the Michigan Residential Code. Sections from the 2015 International Swimming Pool and Spa Code are shown below for the Planning Commission's reference.

305.2.1 Barrier height and clearances.

Barrier heights and clearances shall be in accordance with all of the following:

- 1. The top of the barrier shall be not less than 48 inches (1219 mm) above grade where measured on the side of the barrier that faces away from the pool or spa. Such height shall exist around the entire perimeter of the barrier and for a distance of 3 feet (914 mm) measured horizontally from the outside of the required barrier.*
- 2. The vertical clearance between grade and the bottom of the barrier shall not exceed 2 inches (51 mm) for grade surfaces that are not solid, such as grass or gravel, where measured on the side of the barrier that faces away from the pool or spa.*
- 3. The vertical clearance between a surface below the barrier to a solid surface, such as concrete, and the bottom of the required barrier shall not exceed 4 inches (102 mm) where measured on the side of the required barrier that faces away from the pool or spa.*

4. *Where the top of the pool or spa structure is above grade, the barrier shall be installed on grade or shall be mounted on top of the pool or spa structure. Where the barrier is mounted on the top of the pool or spa, the vertical clearance between the top of the pool or spa and the bottom of the barrier shall not exceed 4 inches (102 mm).*

305.4 Structure wall as a barrier.

Where a wall of a dwelling or structure serves as part of the barrier and where doors or windows provide direct access to the pool or spa through that wall, one of the following shall be required:

1. *Operable windows having a sill height of less than 48 inches (1219 mm) above the indoor finished floor and doors shall have an alarm that produces an audible warning when the window, door or their screens are opened. The alarm shall be listed and labeled as a water hazard entrance alarm in accordance with UL 2017.*

In dwellings or structures not required to be Accessible units, Type A units or Type B units, the operable parts of the alarm deactivation switches shall be located 54 inches (1372 mm) or more above the finished floor. In dwellings or structures required to be Accessible units, Type A units or Type B units, the operable parts of the alarm deactivation switches shall be located not greater than 54 inches (1372 mm) and not less than 48 inches (1219 mm) above the finished floor.

2. *A safety cover that is listed and labeled in accordance with ASTM F 1346 is installed for the pools and spas.*
3. *An approved means of protection, such as self-closing doors with self-latching devices, is provided. Such means of protection shall provide a degree of protection that is not less than the protection afforded by Item 1 or 2.*

The current ordinance language does not permit a building wall to serve as a barrier if it has windows or doors. Building codes have changed to require the alarms on doors and windows so that it is known when a door to the pool area is opening. The Zoning Ordinance amendment proposes to remove language that allows a building wall to serve as a barrier if doors or windows are not present. The amendment also proposes to change the minimum fencing height to 4' instead of 5' to both match the applicable building codes, and eliminate any special ordering of fence panels, since most standard fence panels come in 4' and 6' in height. We have also added an optional exception to preclude the fencing requirement when a power safety cover has been installed.

Proposed Amendment. Based on discussions held at the April meeting, there seemed to be a consensus regarding on *keeping* the fence requirement, regardless of the applicable building code's exception to fencing when a power safety cover is installed. We have made the practical changes to the ordinance, as noted above, that have had an impact on recent applications for swimming pools, and we have added the option to add an exception to the fencing requirement if the Planning Commission is comfortable with it. An ordinance to amend has been drafted for your review and can be changed before it goes to the City Council, depending on whether the Planning Commission chooses to add part e to Section 16.16(3).

The proposed amendment is below with the language that is proposed for removal shown as highlighted and stricken to make the changes clear.

Section 16.16 Swimming Pools:

- 3) Fencing: Yard areas with pools are to be fenced to discourage unsupervised access.
 - a. Such fencing is to be a minimum of ~~five (5)~~ four (4) feet high and equipped with a self-closing and self-latching gate/door.
 - b. Latching devices are to be located at a minimum height of four feet above the ground.
 - c. Such fencing may be omitted where building walls ~~without doorways or windows~~ abut the pool area, provided that the entire perimeter of the pool area is secured.
 - d. [OPTIONAL]: EXCEPTION: The installation of a *safety cover* that is *listed* and *labeled* in accordance with ASTM F 1346 may preclude the requirement to install a fence in accordance with 16.16(3)a. through c. when installed according to the manufacturer's instructions and inspected and approved by the building inspector.

Procedures. Section 28.02 provides procedures for the review and approval of amendments. The City Council is the final reviewing authority for any amendment to the Zoning Ordinance. Therefore, the Planning Commission is tasked with making a recommendation, rather than an approval, of the proposed text amendment.

In addition, Section 28.04 outlines the requirements for holding a public hearing and the proper publication of the public hearing notice which informs the public in a newspaper of general circulation that the Planning Commission will hold a public hearing to consider the amendment on May 9, 2024.

Analysis of Amendment Criteria. Section 28.06 provides a list of considerations the Planning Commission must keep in mind when reviewing a proposed amendment to the ordinance. The majority of these considerations are not applicable to a text amendment of the Zoning Ordinance and apply mostly to amendments of the zoning map (rezonings), which is an integral part of the Zoning Ordinance. The criteria that are applicable to a zoning text amendment are highlighted:

- a. *What, if any, identifiable conditions related to the application have changed since the existing zoning district was established which justify the proposed amendment?*
- b. *What are the precedents and the possible effects of such precedent which might result from the approval or denial of the petition?*
- c. *What is the impact of the amendment on the ability of the City and other governmental agencies to provide adequate public services and facilities, and/or programs that might reasonably be required in the future if the proposed amendment is adopted?*
- d. *Does the petitioned district change adversely affect environmental conditions, or the rights of a neighboring property owner?*

- e. *Is the class of uses permitted in the district appropriate for the location proposed to be rezoned?*
- f. *Does the petitioned district change generally comply with the Tri-Community Comprehensive Plan, or a subsequent document that guides land use and development decisions in the City of the Village of Douglas?*
- g. *What is the ability of the property in question to be put to a reasonable economic use in the zoning district in which it is presently located?*

The Planning Commission may find that there is not likely to be any detrimental effects on properties neighboring properties with swimming pools, nor is there a type of precedent that is being set, other than the practice of amending the text of the ordinance from time to time to keep up with other changing codes, so that the ordinance is not unnecessarily burdensome to those who wish to install a pool.

RECOMMENDATION

Based on the findings noted in this staff report, we would recommend the Planning Commission provide a favorable recommendation to the City Council to approve the amendment of Section 16.16(3) of the City of Douglas Zoning Ordinance. The Planning Commission must determine if the power cover should preclude the fencing requirement, and reflect this in its motion as suggested below:

SUGGESTED MOTION

I move to forward a favorable recommendation to the City Council for the adoption of the text amendment to Article 16, General Provisions, Section 16.16, Swimming Pools, Subsection 3, Fences, parts a. and c. of the City of the Village of Douglas Zoning Ordinance, per the specific language stated in the Ordinance to Amend the Zoning Ordinance, and based on the findings stated in the Planning and Zoning Administrator's report dated May 3, 2024.

If the Planning Commission feels comfortable with adding on part e to section 16.16.(3), then the following language should be added to the motion:

“and the addition of part e pertaining to exceptions to the installation of a fence when a power safety cover is installed”

Feel free to reach out to me with any questions on this proposed amendment.

CITY OF THE VILLAGE OF DOUGLAS

ALLEGAN COUNTY, MICHIGAN

ORDINANCE NO.05-2024

AN ORDINANCE TO AMEND THE ZONING ORDINANCE

CITY OF THE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN

An ordinance to amend the City of the Village of Douglas Zoning Ordinance, Ordinance No. 02-2009, as amended, to amend Article 16, General Provisions, Section 16.16, Swimming Pools, Subsection(3) Fencing. This ordinance repeals all ordinances or parts of ordinances in conflict therewith.

THE CITY OF THE VILLAGE OF DOUGLAS HEREBY ORDAINS:

SECTION 1: PREAMBLE

WHEREAS The City of the Village of Douglas acknowledges the modernization and updates to applicable building codes that regulate swimming pools; and

WHEREAS The City's Zoning Ordinance must be updated from time to time to keep up with changing codes applicable to structures and activities that are also regulated by zoning; and

WHEREAS The regulations within the Zoning Ordinance may be more restrictive, but not less restrictive than applicable building codes.

SECTION 2: AMENDMENT. An ordinance to amend article 16, General Provisions, Section 16.16, Swimming Pools, Subsection 3, Fencing, which shall read as follows:

- 3) Fencing: Yard areas with pools are to be fenced to discourage unsupervised access.

- a. Such fencing is to be a minimum of four (4) feet high and equipped with a self-closing and self-latching gate/door.
- b. Latching devices are to be located at a minimum height of four feet above the ground.
- c. Such fencing may be omitted where building walls abut the pool area, provided that the entire perimeter of the pool area is secured.

SECTION 2. SEVERABILITY. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 3. REPEALER. All other ordinances or portions of ordinances inconsistent with this ordinance are hereby repealed.

SECTION 4. PUBLICATION. Within fifteen (15) days of its adoption, this Ordinance or a notice of adoption summarizing this Ordinance, as required by law, shall be published by the City Clerk in a newspaper of general circulation in the City in accordance with Act 110 of 2006.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective twenty (20) days after the date of publication.

[SIGNATURES ON FOLLOWING PAGE]

Ordinance Offered by: _____

Ordinance Supported by: _____

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

First Reading: _____

Second Reading: _____

Date of Publication: _____

Effective Date: _____

ORDINANCE DECLARED ADOPTED THIS ____ DAY OF _____ 2024

Cathy North, Mayor

Laura Kasper, City Clerk

CERTIFICATION

I, _____, 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 an Ordinance adopted by the Douglas City Council at a regular meeting held on Monday, _____, 2024, in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as requires by this Act.

CITY OF THE VILLAGE OF DOUGLAS

By: _____
City Clerk, City of the Village of Douglas

Taxes: The City issues tax bills in two installments in July and December. Tax bills for the summer tax collection are considered due and payable on July 1. 1% interest will be added on September 16th and at the start of each month thereafter on unpaid amounts. Tax bills for the winter tax collection are considered due and payable on December 1st. A 3% penalty will be added on unpaid amounts on February 14th. Unpaid summer and winter taxes can be paid to the City through February 28th. On March 1st, all unpaid taxes from the previous tax year are returned as delinquent to the Allegan County Treasurer who will continue to bill delinquent taxes including a collection fee and interest.

This month mortgage companies have begun sending in their lists of parcels that they need copies of the tax bill. Other entities as they pass their budgets send their approved tax millage rates to be put on the tax bill. I have been working closely with the assessor to ensure the tax system and the assessing system agree before bills are sent out.

Budget: Fiscal year 2024-2025 budget has been passed. Final budget amendments for fiscal year 2023-2024 were presented this evening. It's been a long process that wouldn't have been able to be completed without the hard work of all the staff at the City.

Audit: As the fiscal year comes to an end. I will start compiling information for the audit, and making sure items are recorded in the proper fiscal year. The audit usually occurs in October with the auditors at city hall for 2-3 days. The audit must be submitted to the State by December 31st.

City Revenues and Expenses: Revenues and expenditures were generally consistent with where we would expect for this point of the year.

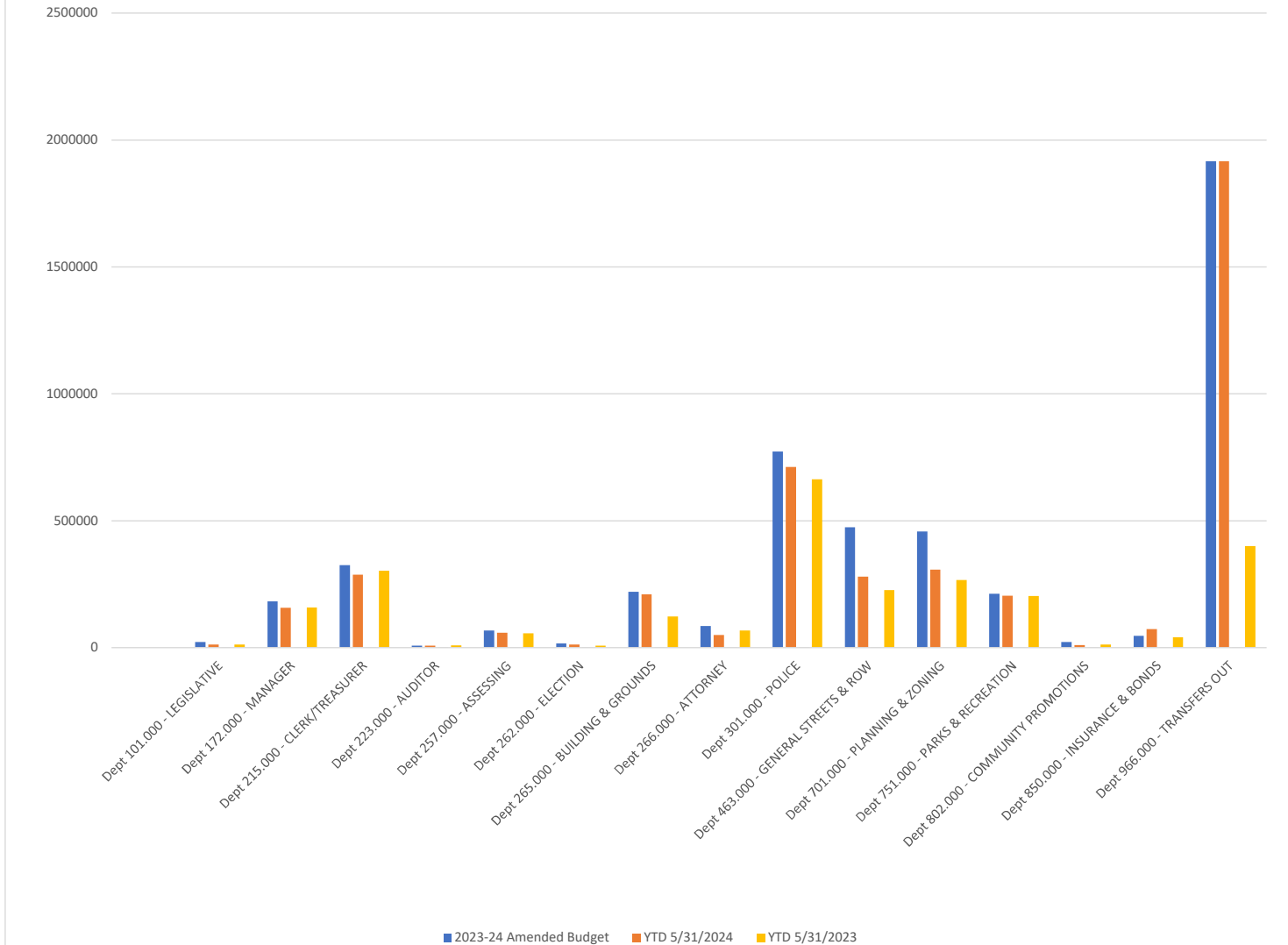
**City of the Village of Douglas
Financial Holdings Summary
May 31, 2024**

Item 9B.

	<u>Identifier</u>	<u>Matures</u>	<u>Rate</u>	<u>Market Value</u>
<u>Cash</u>				
Huntington Bank - Common Checking				254,236.19
Huntington Bank - Tax & Trust				393,419.38
D.A. Davidson			1.50%	4,193.56
<u>CD's</u>				
D.A. Davidson:				
MBS:				
Cornerston Community Bank	21923LAP8	3/7/2025	5.15%	249,517.50
JP Morgan Chase Bank	46656ML90	8/15/2025	4.90%	249,227.50
<u>Bonds</u>				
D.A. Davidson:				
Fedl Farm Credit Bank Bond	3133EJ5H8	1/16/2025	2.85%	147,816.00
Fedl Home loan Mtg Corp	3134GXKR4	7/15/2025	0.40%	284,781.00
Fedl Home loan Mtg Corp	3134GWUC8	12/30/2025	0.50%	186,396.00
Fed Home Loan Bank Bond Step	3130AKSV9	1/28/2026	0.75%	233,250.00
Fedl Farm Credit Bank Bond	3133ELEN0	12/18/2029	2.25%	<u>138,458.56</u>
MBS:				
Fed Home Loan Bank Bond Step	3130amfn7	5/26/2026	0.75%	142,060.50
Pinckney mich commnity schools	722205NW7	5/1/2028	1.84%	<u>88,940.00</u>
<u>Other Investments</u>				
Michigan Class			5.42%	<u>1,517,372.45</u>
Total Cash & Investments				<u>3,889,668.64</u>
Cash & Investments				
<u>May 31, 2024</u>				
<u>Fund</u>			Prior Month	3,843,652.21
			Prior Year	4,637,229.18
101 - General Fund	2,151,204.71			
202 - Major Street	263,155.65			
203 - Local Streets	227,975.51			
213 - Schultz Park Launch Ramp	124,469.70			
243 - Brownfield Redevelopment Authority	113,812.12			
244 - Harbor Authority	4,145.20			
248 - DDA	66,919.27			
403 - Blue Star Corridor Improvement Fund	223,240.19			
450 - Water & Sewer Fund	166,949.93			
594 - Douglas Marina	122,248.01			
660 - Equipment Rental Fund	425,548.35			
703 - Current Tax Receiving	0.00			
	<u>3,889,668.64</u>			

City of the Village of Douglas
General Fund Expenditures
April 30, 2024

Item 9B.



Department	2023-24 Amended Budget	YTD 5/31/2024	% Budget Used	YTD 5/31/2023
Dept 101.000 - LEGISLATIVE	22,376.00	11,915.88	53.25	12,318.39
Dept 172.000 - MANAGER	182,590.00	157,599.46	86.31	158,538.36
Dept 215.000 - CLERK/TREASURER	324,615.00	287,808.38	88.66	302,776.29
Dept 223.000 - AUDITOR	7,500.00	7,500.00	100.00	9,400.00
Dept 257.000 - ASSESSING	67,885.00	58,926.12	86.80	56,946.40
Dept 262.000 - ELECTION	16,672.00	12,129.32	72.75	8,030.96
Dept 265.000 - BUILDING & GROUNDS	220,389.00	210,525.01	95.52	122,829.77
Dept 266.000 - ATTORNEY	85,000.00	49,940.92	58.75	67,501.79
Dept 301.000 - POLICE	772,585.00	712,061.53	92.17	663,419.73
Dept 463.000 - GENERAL STREETS & ROW	474,739.00	279,489.15	58.87	226,442.44
Dept 701.000 - PLANNING & ZONING	457,714.00	307,570.21	67.20	266,987.88
Dept 751.000 - PARKS & RECREATION	212,635.00	204,509.80	96.18	203,516.20
Dept 802.000 - COMMUNITY PROMOTIONS	22,500.00	10,511.82	46.72	11,976.42
Dept 850.000 - INSURANCE & BONDS	45,987.00	73,350.50	159.50	40,771.65
Dept 966.000 - TRANSFERS OUT	1,917,298.00	1,917,298.28	100.00	400,000.00
TOTALS	4,830,485.00	4,301,136.38	89.04%	2,551,456.28

PERIOD ENDING 05/31/2024

Item 9B.

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED	YTD BALANCE
		AMENDED BUDGET	05/31/2024 NORM (ABNORM)	MONTH 05/31/24 INCR (DECR)	BALANCE NORM (ABNORM)		05/31/2023 NORM (ABNORM)
Fund 101 - GENERAL FUND							
Revenues							
Dept 000.000							
101-000.000-402.000	CURRENT REAL PROPERTY TAX	2,870,000.00	2,870,196.84	0.00	(196.84)	100.01	2,589,781.41
101-000.000-434.000	MOBILE HOME TAX	500.00	505.50	45.50	(5.50)	101.10	504.00
101-000.000-445.000	INTEREST & PENALTIES: DELQ TAX	5,000.00	6,296.38	0.00	(1,296.38)	125.93	6,898.27
101-000.000-447.000	TAX COLLECTION FEES	111,733.00	112,479.39	0.00	(746.39)	100.67	100,505.67
101-000.000-453.000	SPECIAL ASSESSMENT REVENUE	9,998.00	9,998.32	0.00	(0.32)	100.00	16,897.98
101-000.000-474.000	INTEREST ON SPECIAL ASSESSMENTS	1,221.00	1,221.07	0.00	(0.07)	100.01	1,307.68
101-000.000-476.000	BUSINESS LICENSE FEES	11,000.00	11,960.00	105.00	(960.00)	108.73	7,550.00
101-000.000-477.000	FRANCHISE FEES	17,000.00	12,230.26	3,867.02	4,769.74	71.94	13,159.34
101-000.000-543.001	LAW ENFORCEMENT TRAINING	1,000.00	1,780.30	0.00	(780.30)	178.03	1,060.30
101-000.000-543.100	STATE REVENUE: LIQUOR LICENSE	7,750.00	11,244.75	3,495.25	(3,494.75)	145.09	8,166.95
101-000.000-573.000	LOCAL COMMUNITY STABILIZATION SHARE	45,000.00	49,108.49	16,188.89	(4,108.49)	109.13	44,373.89
101-000.000-573.001	METRO ACT	7,000.00	8,408.82	8,408.82	(1,408.82)	120.13	8,821.06
101-000.000-574.000	STATE REVENUE: SALES TAX	157,404.00	106,533.00	0.00	50,871.00	67.68	104,661.00
101-000.000-581.000	GRANTS: HWYS & STREETS(CO.)	0.00	0.00	0.00	0.00	0.00	182,609.68
101-000.000-603.000	POLICE ADMINISTRATION FEE	1,000.00	269.89	0.00	730.11	26.99	499.69
101-000.000-626.001	ROAD CUT FEES	3,000.00	1,700.00	200.00	1,300.00	56.67	2,800.00
101-000.000-627.000	BUILDING FEES	65,000.00	52,270.50	5,683.00	12,729.50	80.42	51,737.50
101-000.000-627.001	RENTAL INSPECTION FEE	10,500.00	14,100.00	2,200.00	(3,600.00)	134.29	15,250.00
101-000.000-628.000	PLANNING & ZONING FEES	78,223.00	108,743.50	1,000.00	(30,520.50)	139.02	52,672.00
101-000.000-651.000	LAUNCH FEES	7,250.00	7,990.43	1,722.43	(740.43)	110.21	8,993.00
101-000.000-657.000	ORDINANCE FINES - POLICE	3,500.00	4,847.57	1,047.77	(1,347.57)	138.50	2,735.51
101-000.000-665.000	INTEREST INCOME	0.00	191,913.74	14,805.30	(191,913.74)	100.00	80,529.80
101-000.000-667.000	RENT	64,410.00	94,766.17	10,206.00	(30,356.17)	147.13	13,200.00
101-000.000-674.000	DONATIONS	43,506.00	49,710.90	3,290.00	(6,204.90)	114.26	45,931.10
101-000.000-675.000	OTHER REVENUE	26,139.00	30,191.71	2,040.43	(4,052.71)	115.50	29,204.82
101-000.000-675.001	REIMBURSEMENTS LOCAL GOV	3,710.00	3,709.75	0.00	0.25	99.99	3,720.75
101-000.000-679.001	REIMBURSE FROM STATE	0.00	0.00	0.00	0.00	0.00	1,459.57
101-000.000-698.000	INSURANCE REIMBURSEMENTS	5,000.00	5,197.76	0.00	(197.76)	103.96	8,839.95
101-000.000-699.213	TRANSFER IN SCHULTZ PARK LAUNCH	23,250.00	23,250.00	0.00	0.00	100.00	4,500.00
Total Dept 000.000		3,579,094.00	3,790,625.04	74,305.41	(211,531.04)	105.91	3,408,370.92
TOTAL REVENUES		3,579,094.00	3,790,625.04	74,305.41	(211,531.04)	105.91	3,408,370.92
Expenditures							
Dept 101.000 - LEGISLATIVE							
101-101.000-703.000	WAGES	9,000.00	5,875.00	0.00	3,125.00	65.28	5,575.00
101-101.000-718.000	TRAINING FUNDS	4,500.00	1,635.00	0.00	2,865.00	36.33	1,665.00
101-101.000-718.002	MISC TRAVEL EXPENSES-TRAINING	4,000.00	1,937.66	0.00	2,062.34	48.44	586.89
101-101.000-722.000	WORKERS COMPENSATION	36.00	34.00	0.00	2.00	94.44	31.25
101-101.000-740.000	SUPPLIES	400.00	148.29	0.00	251.71	37.07	0.00
101-101.000-812.000	RECORDING CLERK	200.00	0.00	0.00	200.00	0.00	0.00
101-101.000-851.000	TELEPHONE	540.00	437.67	43.78	102.33	81.05	437.33
101-101.000-861.000	MILEAGE REIMBURSEMENT	650.00	278.38	0.00	371.62	42.83	577.74
101-101.000-900.000	PRINTING & PUBLISHING	1,000.00	49.00	49.00	951.00	4.90	294.00
101-101.000-908.000	DUES/FEES/PUBLICATIONS	1,050.00	963.00	0.00	87.00	91.71	1,975.00
101-101.000-958.000	MISCELLANEOUS	1,000.00	557.88	143.57	442.12	55.79	1,176.18
Total Dept 101.000 - LEGISLATIVE		22,376.00	11,915.88	236.35	10,460.12	53.25	12,318.39
Dept 172.000 - MANAGER							
101-172.000-702.000	SALARIES	119,904.00	111,208.83	8,859.84	8,695.17	92.75	98,111.00
101-172.000-718.000	TRAINING FUNDS	1,500.00	102.50	0.00	1,397.50	6.83	1,240.00

101

PERIOD ENDING 05/31/2024

Item 9B.

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT	YTD BALANCE
		AMENDED BUDGET	05/31/2024	MONTH 05/31/24	BALANCE	USED	05/31/2023
			NORM (ABNORM)	INCR (DECR)	NORM (ABNORM)		NORM (ABNORM)
Fund 101 - GENERAL FUND							
Expenditures							
101-172.000-718.002	MISC TRAVEL EXPENSES-TRAINING	1,000.00	153.01	0.00	846.99	15.30	48.95
101-172.000-719.000	INSURANCE BENEFITS	16,300.00	10,997.54	982.10	5,302.46	67.47	14,484.25
101-172.000-720.000	PAYROLL TAXES	10,046.00	8,971.48	672.43	1,074.52	89.30	8,080.94
101-172.000-721.000	MERS BENEFITS	16,725.00	13,637.22	1,048.25	3,087.78	81.54	17,175.57
101-172.000-721.001	457 CONTRIBUTION	13,225.00	10,443.03	769.24	2,781.97	78.96	11,797.02
101-172.000-722.000	WORKERS COMPENSATION	200.00	187.97	0.00	12.03	93.99	182.10
101-172.000-740.000	SUPPLIES	500.00	482.30	46.49	17.70	96.46	402.87
101-172.000-813.000	MEETINGS	500.00	0.00	0.00	500.00	0.00	127.69
101-172.000-851.000	TELEPHONE	610.00	565.58	43.78	44.42	92.72	1,100.00
101-172.000-861.000	MILEAGE REIMBURSEMENT	730.00	700.00	0.00	30.00	95.89	3,937.00
101-172.000-900.000	PRINTING & PUBLISHING	150.00	150.00	0.00	0.00	100.00	0.00
101-172.000-908.000	DUES/FEES/PUBLICATIONS	1,200.00	0.00	0.00	1,200.00	0.00	1,182.55
101-172.000-977.005	COMPUTER HARDWARE/SOFTWARE	0.00	0.00	0.00	0.00	0.00	487.60
Total Dept 172.000 - MANAGER		182,590.00	157,599.46	12,422.13	24,990.54	86.31	158,538.36
Dept 215.000 - CLERK/TREASURER							
101-215.000-702.000	SALARIES	178,500.00	156,995.59	13,151.64	21,504.41	87.95	156,324.78
101-215.000-718.000	TRAINING FUNDS	2,500.00	1,725.00	0.00	775.00	69.00	2,057.00
101-215.000-718.002	MISC TRAVEL EXPENSES-TRAINING	1,500.00	1,728.23	856.66	(228.23)	115.22	1,505.56
101-215.000-719.000	INSURANCE BENEFITS	40,100.00	31,699.58	2,584.91	8,400.42	79.05	48,070.42
101-215.000-720.000	PAYROLL TAXES	14,100.00	12,818.34	1,091.44	1,281.66	90.91	12,643.05
101-215.000-721.000	MERS BENEFITS	28,600.00	24,580.19	1,825.63	4,019.81	85.94	32,003.68
101-215.000-722.000	WORKERS COMPENSATION	335.00	314.93	0.00	20.07	94.01	326.42
101-215.000-740.000	SUPPLIES	4,233.00	3,057.37	241.01	1,175.63	72.23	3,100.69
101-215.000-802.000	CONTRACTUAL	37,299.00	39,463.71	367.50	(2,164.71)	105.80	27,702.73
101-215.000-802.009	CONTRACTUAL FINANCIAL CONSULT	0.00	2,882.50	2,882.50	(2,882.50)	100.00	0.00
101-215.000-806.006	WEBSITE	3,500.00	1,999.67	984.67	1,500.33	57.13	2,377.00
101-215.000-851.000	TELEPHONE	1,080.00	636.00	73.78	444.00	58.89	515.38
101-215.000-861.000	MILEAGE REIMBURSEMENT	554.00	869.97	0.00	(315.97)	157.03	426.25
101-215.000-900.000	PRINTING & PUBLISHING	7,134.00	4,357.30	283.00	2,776.70	61.08	1,430.00
101-215.000-901.000	POSTAGE	3,580.00	3,365.00	883.93	215.00	93.99	2,787.84
101-215.000-908.000	DUES/FEES/PUBLICATIONS	1,600.00	1,315.00	0.00	285.00	82.19	1,493.49
101-215.000-941.001	EQUIPMENT RENT-EQUIPMENT FUND	0.00	0.00	0.00	0.00	0.00	8,157.00
101-215.000-977.005	COMPUTER HARDWARE/SOFTWARE	0.00	0.00	0.00	0.00	0.00	1,855.00
Total Dept 215.000 - CLERK/TREASURER		324,615.00	287,808.38	25,226.67	36,806.62	88.66	302,776.29
Dept 223.000 - AUDITOR							
101-223.000-802.000	CONTRACTUAL	7,500.00	7,500.00	0.00	0.00	100.00	9,400.00
Total Dept 223.000 - AUDITOR		7,500.00	7,500.00	0.00	0.00	100.00	9,400.00
Dept 257.000 - ASSESSING							
101-257.000-703.000	WAGES	55,100.00	49,741.04	4,235.18	5,358.96	90.27	47,839.86
101-257.000-718.000	TRAINING FUNDS	350.00	383.44	212.50	(33.44)	109.55	250.00
101-257.000-718.002	MISC TRAVEL EXPENSES-TRAINING	550.00	238.64	0.00	311.36	43.39	529.19
101-257.000-720.000	PAYROLL TAXES	4,400.00	4,042.69	323.99	357.31	91.88	3,811.76
101-257.000-722.000	WORKERS COMPENSATION	170.00	156.83	0.00	13.17	92.25	149.46
101-257.000-740.000	SUPPLIES	1,400.00	72.70	0.00	1,327.30	5.19	0.00
101-257.000-802.000	CONTRACTUAL	1,800.00	1,959.67	984.67	(159.67)	108.87	1,959.67
101-257.000-806.006	WEBSITE	550.00	0.00	0.00	550.00	0.00	0.00
101-257.000-807.000	BOARD OF REVIEW	750.00	438.48	0.00	311.52	58.46	0.00

User: CONSULTANT

DB: Douglas

PERIOD ENDING 05/31/2024

Item 9B.

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT	YTD BALANCE
		AMENDED BUDGET	05/31/2024	MONTH 05/31/24	BALANCE	USED	05/31/2023
			NORM (ABNORM)	INCR (DECR)	NORM (ABNORM)		NORM (ABNORM)
Fund 101 - GENERAL FUND							
Expenditures							
101-257.000-813.000	MEETINGS	100.00	0.00	0.00	100.00	0.00	0.00
101-257.000-851.000	TELEPHONE	192.00	192.00	0.00	0.00	100.00	0.00
101-257.000-861.000	MILEAGE REIMBURSEMENT	500.00	263.75	0.00	236.25	52.75	0.00
101-257.000-900.000	PRINTING & PUBLISHING	826.00	575.00	0.00	251.00	69.61	769.00
101-257.000-901.000	POSTAGE	747.00	725.69	0.00	21.31	97.15	677.35
101-257.000-908.000	DUES/FEES/PUBLICATIONS	450.00	136.19	0.00	313.81	30.26	272.38
101-257.000-977.005	COMPUTER HARDWARE/SOFTWARE	0.00	0.00	0.00	0.00	0.00	95.40
Total Dept 257.000 - ASSESSING		67,885.00	58,926.12	5,756.34	8,958.88	86.80	56,946.40
Dept 262.000 - ELECTION							
101-262.000-703.000	WAGES	5,555.00	5,820.00	0.00	(265.00)	104.77	3,325.00
101-262.000-720.000	PAYROLL TAXES	22.00	13.88	0.00	8.12	63.09	0.00
101-262.000-740.000	SUPPLIES	6,592.00	3,762.97	194.74	2,829.03	57.08	463.27
101-262.000-900.000	PRINTING & PUBLISHING	850.00	63.00	0.00	787.00	7.41	839.00
101-262.000-901.000	POSTAGE	3,000.00	1,854.47	0.00	1,145.53	61.82	585.69
101-262.000-930.000	REPAIRS & MAINTENANCE: GENERAL	653.00	615.00	0.00	38.00	94.18	615.00
101-262.000-941.001	EQUIPMENT RENT-EQUIPMENT FUND	0.00	0.00	0.00	0.00	0.00	2,203.00
Total Dept 262.000 - ELECTION		16,672.00	12,129.32	194.74	4,542.68	72.75	8,030.96
Dept 265.000 - BUILDING & GROUNDS							
101-265.000-703.000	WAGES	41,900.00	50,148.47	5,858.02	(8,248.47)	119.69	32,915.91
101-265.000-705.000	WAGES - SEASONAL	8,000.00	7,762.46	382.00	237.54	97.03	1,875.09
101-265.000-719.000	INSURANCE BENEFITS	10,500.00	15,873.51	2,112.32	(5,373.51)	151.18	6,344.42
101-265.000-720.000	PAYROLL TAXES	3,400.00	4,820.00	481.57	(1,420.00)	141.76	2,824.42
101-265.000-721.000	MERS BENEFITS	5,200.00	6,148.24	705.41	(948.24)	118.24	3,794.10
101-265.000-722.000	WORKERS COMPENSATION	490.00	457.00	0.00	33.00	93.27	539.96
101-265.000-740.000	SUPPLIES	15,000.00	6,398.64	649.26	8,601.36	42.66	8,466.34
101-265.000-802.000	CONTRACTUAL	66,000.00	50,748.69	2,044.03	15,251.31	76.89	14,644.60
101-265.000-851.000	TELEPHONE	4,900.00	4,065.71	409.97	834.29	82.97	3,991.78
101-265.000-922.000	UTILITIES	15,000.00	12,535.40	1,462.13	2,464.60	83.57	12,028.23
101-265.000-930.000	REPAIRS & MAINTENANCE: GENERAL	20,000.00	10,836.04	949.09	9,163.96	54.18	10,047.42
101-265.000-941.001	EQUIPMENT RENT-EQUIPMENT FUND	17,609.00	25,839.89	3,304.91	(8,230.89)	146.74	0.00
101-265.000-979.000	CAPITAL OUTLAY	12,390.00	14,890.96	0.00	(2,500.96)	120.19	25,357.50
Total Dept 265.000 - BUILDING & GROUNDS		220,389.00	210,525.01	18,358.71	9,863.99	95.52	122,829.77
Dept 266.000 - ATTORNEY							
101-266.000-801.000	CONTRACTUAL ATTORNEY	85,000.00	49,940.92	3,425.00	35,059.08	58.75	67,501.79
Total Dept 266.000 - ATTORNEY		85,000.00	49,940.92	3,425.00	35,059.08	58.75	67,501.79
Dept 301.000 - POLICE							
101-301.000-702.000	SALARIES	85,600.00	76,582.36	6,581.18	9,017.64	89.47	73,258.17
101-301.000-703.000	WAGES	258,010.00	244,238.54	20,020.56	13,771.46	94.66	194,735.04
101-301.000-704.000	WAGES - PARTTIME	2,737.00	3,626.93	770.00	(889.93)	132.51	35,663.36
101-301.000-706.000	WAGES - OVERTIME	30,989.00	22,084.79	390.28	8,904.21	71.27	30,856.67
101-301.000-707.000	SICK PAYOUT	13,273.00	13,273.08	0.00	(0.08)	100.00	9,071.52
101-301.000-708.000	SPECIAL EVENTS WAGES	5,840.00	3,849.88	0.00	1,990.12	65.92	4,000.00
101-301.000-709.000	WAGES- OFFICE	45,717.00	43,531.77	3,571.20	2,185.23	95.22	30,000.00
101-301.000-718.000	TRAINING FUNDS	500.00	375.00	0.00	125.00	75.00	555.00

PERIOD ENDING 05/31/2024

Item 9B.

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED	YTD BALANCE
		AMENDED BUDGET	05/31/2024 NORM (ABNORM)	MONTH 05/31/24 INCR (DECR)	BALANCE NORM (ABNORM)		05/31/2023 NORM (ABNORM)
Fund 101 - GENERAL FUND							
Expenditures							
101-301.000-718.001	TRAINING FUNDS ACT 302	1,000.00	983.09	650.66	16.91	98.31	656.11
101-301.000-718.002	MISC TRAVEL EXPENSES-TRAINING	430.00	54.93	0.00	375.07	12.77	214.56
101-301.000-719.000	INSURANCE BENEFITS	116,500.00	105,514.94	8,770.02	10,985.06	90.57	102,807.63
101-301.000-720.000	PAYROLL TAXES	33,800.00	32,536.24	2,387.41	1,263.76	96.26	30,769.30
101-301.000-721.000	MERS BENEFITS	50,900.00	48,104.11	3,717.32	2,795.89	94.51	49,478.37
101-301.000-722.000	WORKERS COMPENSATION	5,185.00	4,875.50	0.00	309.50	94.03	4,234.42
101-301.000-740.000	SUPPLIES	4,057.00	3,076.06	(35.22)	980.94	75.82	2,015.09
101-301.000-750.000	UNIFORMS	4,500.00	3,292.84	281.25	1,207.16	73.17	3,245.56
101-301.000-801.003	CONTRACTUAL ATTORNEY PROSECUTER	5,000.00	7,246.97	960.00	(2,246.97)	144.94	2,796.00
101-301.000-802.000	CONTRACTUAL	5,000.00	3,522.05	376.07	1,477.95	70.44	3,485.65
101-301.000-814.000	INSURANCE (LIABILITY/AUTO)	13,296.00	13,296.00	0.00	0.00	100.00	13,498.35
101-301.000-851.000	TELEPHONE	9,948.00	8,701.04	933.11	1,246.96	87.47	4,938.84
101-301.000-860.000	GAS & OIL	17,500.00	12,718.59	1,364.35	4,781.41	72.68	13,515.49
101-301.000-900.000	PRINTING & PUBLISHING	125.00	0.00	0.00	125.00	0.00	0.00
101-301.000-908.000	DUES/FEES/PUBLICATIONS	250.00	65.00	65.00	185.00	26.00	211.90
101-301.000-922.000	UTILITIES	6,900.00	4,601.39	499.44	2,298.61	66.69	5,674.77
101-301.000-930.000	REPAIRS & MAINTENANCE: GENERAL	3,500.00	212.13	0.00	3,287.87	6.06	939.10
101-301.000-930.004	VEHICLE MAINTENANCE & REPAIRS	19,000.00	24,152.91	262.70	(5,152.91)	127.12	11,507.46
101-301.000-941.001	EQUIPMENT RENT-EQUIPMENT FUND	20,000.00	18,333.29	1,666.67	1,666.71	91.67	18,333.37
101-301.000-942.000	LEASE- COPIER	0.00	0.00	0.00	0.00	0.00	460.36
101-301.000-977.000	EQUIPMENT	4,000.00	4,184.00	0.00	(184.00)	104.60	2,187.99
101-301.000-979.000	CAPITAL OUTLAY	9,028.00	9,028.10	0.00	(0.10)	100.00	12,694.00
Total Dept 301.000 - POLICE		772,585.00	712,061.53	53,232.00	60,523.47	92.17	663,419.73
Dept 463.000 - GENERAL STREETS & ROW							
101-463.000-703.000	WAGES	59,200.00	46,285.02	3,291.49	12,914.98	78.18	47,410.99
101-463.000-705.000	WAGES - SEASONAL	8,000.00	1,899.98	407.00	6,100.02	23.75	1,895.51
101-463.000-708.000	SPECIAL EVENTS WAGES	10,000.00	8,399.06	54.00	1,600.94	83.99	5,497.44
101-463.000-718.000	TRAINING FUNDS	2,500.00	2,402.50	0.00	97.50	96.10	500.00
101-463.000-718.002	MISC TRAVEL EXPENSES-TRAINING	1,250.00	770.44	657.43	479.56	61.64	0.00
101-463.000-719.000	INSURANCE BENEFITS	17,100.00	13,969.81	1,076.03	3,130.19	81.69	15,299.18
101-463.000-720.000	PAYROLL TAXES	5,500.00	4,483.78	295.38	1,016.22	81.52	4,334.49
101-463.000-721.000	MERS BENEFITS	8,300.00	6,771.75	411.40	1,528.25	81.59	6,343.06
101-463.000-722.000	WORKERS COMPENSATION	2,890.00	2,714.94	0.00	175.06	93.94	2,793.72
101-463.000-740.000	SUPPLIES	15,000.00	5,089.38	322.44	9,910.62	33.93	5,594.16
101-463.000-740.002	EXTERIOR SUPPLIES	0.00	0.00	0.00	0.00	0.00	179.00
101-463.000-740.003	BANNERS	1,000.00	137.21	0.00	862.79	13.72	490.04
101-463.000-740.004	BENCHES	1,446.00	1,446.47	0.00	(0.47)	100.03	0.00
101-463.000-750.000	UNIFORMS	4,500.00	4,440.38	349.46	59.62	98.68	2,626.49
101-463.000-802.000	CONTRACTUAL	30,000.00	25,862.16	3,270.00	4,137.84	86.21	17,555.60
101-463.000-802.003	CONTRACTUAL- REFUSE	5,000.00	4,645.76	578.60	354.24	92.92	3,658.42
101-463.000-802.007	LANDSCAPING SERVICES	4,000.00	1,507.91	192.26	2,492.09	37.70	1,810.07
101-463.000-802.010	CONTRACTUAL FORESTRY	27,500.00	19,350.00	4,550.00	8,150.00	70.36	18,811.98
101-463.000-806.000	CONTRACTUAL ENGINEERING	32,500.00	16,297.10	5,887.50	16,202.90	50.14	13,110.55
101-463.000-851.000	TELEPHONE	9,600.00	7,755.52	757.50	1,844.48	80.79	8,742.56
101-463.000-900.000	PRINTING & PUBLISHING	500.00	294.00	0.00	206.00	58.80	434.99
101-463.000-908.000	DUES/FEES/PUBLICATIONS	2,000.00	762.37	0.00	1,237.63	38.12	951.90
101-463.000-922.000	UTILITIES	6,000.00	3,830.63	270.16	2,169.37	63.84	4,156.66
101-463.000-925.000	STREET LIGHTS	25,000.00	21,571.55	2,453.04	3,428.45	86.29	20,185.21
101-463.000-930.000	REPAIRS & MAINTENANCE: GENERAL	10,000.00	1,447.91	0.00	8,552.09	14.48	8,240.52
101-463.000-941.001	EQUIPMENT RENT-EQUIPMENT FUND	21,300.00	25,134.82	1,598.30	(3,834.82)	118.00	0.00
101-463.000-979.000	CAPITAL OUTLAY	131,800.00	19,365.82	11,765.12	112,434.18	14.69	
101-463.000-979.011	CAPITAL OUTLAY-DRAINS	32,853.00	32,852.88	0.00	0.12	100.00	35,104

PERIOD ENDING 05/31/2024

Item 9B.

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED	YTD BALANCE
		AMENDED BUDGET	05/31/2024 NORM (ABNORM)	MONTH 05/31/24 INCR (DECR)	BALANCE NORM (ABNORM)		05/31/2023 NORM (ABNORM)
Fund 101 - GENERAL FUND							
Expenditures							
Total Dept 463.000 - GENERAL STREETS & ROW		474,739.00	279,489.15	38,187.11	195,249.85	58.87	226,442.44
Dept 701.000 - PLANNING & ZONING							
101-701.000-702.000 SALARIES		55,600.00	53,960.77	7,411.92	1,639.23	97.05	56,234.36
101-701.000-703.000 WAGES		7,312.00	10,260.00	1,048.00	(2,948.00)	140.32	2,250.00
101-701.000-718.000 TRAINING FUNDS		5,500.00	1,895.00	0.00	3,605.00	34.45	158.46
101-701.000-718.002 MISC TRAVEL EXPENSES-TRAINING		1,250.00	251.03	0.00	998.97	20.08	904.47
101-701.000-719.000 INSURANCE BENEFITS		18,700.00	14,113.21	1,545.45	4,586.79	75.47	12,421.12
101-701.000-720.000 PAYROLL TAXES		7,400.00	4,991.56	666.49	2,408.44	67.45	4,424.16
101-701.000-721.000 MERS BENEFITS		14,700.00	7,871.05	1,145.38	6,828.95	53.54	5,059.76
101-701.000-722.000 WORKERS COMPENSATION		240.00	225.69	0.00	14.31	94.04	184.21
101-701.000-740.000 SUPPLIES		2,000.00	1,288.84	68.99	711.16	64.44	1,195.41
101-701.000-801.000 CONTRACTUAL ATTORNEY		96,135.00	65,060.00	1,405.00	31,075.00	67.68	26,849.00
101-701.000-802.000 CONTRACTUAL		9,500.00	5,713.00	1,275.00	3,787.00	60.14	4,855.00
101-701.000-803.000 CONTRACTUAL CONSULTANT		107,500.00	61,391.21	7,501.36	46,108.79	57.11	65,650.10
101-701.000-804.000 CONTRACTUAL BUILDING INSPECTIO		65,000.00	39,333.25	0.00	25,666.75	60.51	41,161.75
101-701.000-806.000 CONTRACTUAL ENGINEERING		58,759.00	36,429.45	2,952.00	22,329.55	62.00	37,229.00
101-701.000-806.006 WEBSITE		1,000.00	984.66	984.66	15.34	98.47	937.00
101-701.000-812.000 RECORDING CLERK		200.00	0.00	0.00	200.00	0.00	0.00
101-701.000-851.000 TELEPHONE		720.00	483.99	73.78	236.01	67.22	149.58
101-701.000-861.000 MILEAGE REIMBURSEMENT		250.00	551.44	103.18	(301.44)	220.58	0.00
101-701.000-900.000 PRINTING & PUBLISHING		5,000.00	2,059.50	84.00	2,940.50	41.19	2,006.50
101-701.000-901.000 POSTAGE		250.00	8.56	0.00	241.44	3.42	46.00
101-701.000-908.000 DUES/FEES/PUBLICATIONS		698.00	698.00	0.00	0.00	100.00	30.00
101-701.000-977.005 COMPUTER HARDWARE/SOFTWARE		0.00	0.00	0.00	0.00	0.00	5,242.00
Total Dept 701.000 - PLANNING & ZONING		457,714.00	307,570.21	26,265.21	150,143.79	67.20	266,987.88
Dept 751.000 - PARKS & RECREATION							
101-751.000-703.000 WAGES		34,900.00	35,628.16	7,246.18	(728.16)	102.09	30,445.41
101-751.000-705.000 WAGES - SEASONAL		8,000.00	4,396.46	1,496.50	3,603.54	54.96	2,466.70
101-751.000-719.000 INSURANCE BENEFITS		6,600.00	7,846.06	1,983.85	(1,246.06)	118.88	8,504.94
101-751.000-720.000 PAYROLL TAXES		3,300.00	3,188.91	699.63	111.09	96.63	2,606.74
101-751.000-721.000 MERS BENEFITS		4,300.00	4,530.34	893.95	(230.34)	105.36	3,420.96
101-751.000-722.000 WORKERS COMPENSATION		635.00	595.00	0.00	40.00	93.70	775.99
101-751.000-740.000 SUPPLIES		10,947.00	8,462.80	1,805.17	2,484.20	77.31	8,999.76
101-751.000-802.000 CONTRACTUAL		15,786.00	17,690.00	2,850.00	(1,904.00)	112.06	12,438.75
101-751.000-802.007 LANDSCAPING SERVICES		3,750.00	1,676.65	761.00	2,073.35	44.71	1,831.30
101-751.000-809.000 SAUGATUCK TWP CEMETERY MAINT		7,950.00	8,897.82	8,397.82	(947.82)	111.92	0.00
101-751.000-922.000 UTILITIES		15,000.00	15,931.59	1,582.92	(931.59)	106.21	11,322.57
101-751.000-930.000 REPAIRS & MAINTENANCE: GENERAL		5,500.00	3,692.83	181.62	1,807.17	67.14	3,110.58
101-751.000-930.006 UNIONS REPAIRS AND MAINT		2,000.00	36.00	36.00	1,964.00	1.80	622.92
101-751.000-941.001 EQUIPMENT RENT-EQUIPMENT FUND		28,000.00	21,109.90	5,305.39	6,890.10	75.39	0.00
101-751.000-958.000 MISCELLANEOUS		2,255.00	2,255.36	0.00	(0.36)	100.02	2,853.43
101-751.000-977.000 EQUIPMENT		7,000.00	3,187.72	406.04	3,812.28	45.54	5,578.97
101-751.000-979.000 CAPITAL OUTLAY		56,712.00	65,384.20	17,658.95	(8,672.20)	115.29	108,537.18
Total Dept 751.000 - PARKS & RECREATION		212,635.00	204,509.80	51,305.02	8,125.20	96.18	203,516.20
Dept 802.000 - COMMUNITY PROMOTIONS							
101-802.000-958.000 MISCELLANEOUS		22,500.00	10,511.82	2,193.78	11,988.18	46.72	11,
Total Dept 802.000 - COMMUNITY PROMOTIONS		22,500.00	10,511.82	2,193.78	11,988.18	46.72	11,976.42

105

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED	YTD BALANCE
		AMENDED BUDGET	05/31/2024 NORM (ABNORM)	MONTH 05/31/24 INCR (DECR)	BALANCE NORM (ABNORM)		05/31/2023 NORM (ABNORM)
Fund 101 - GENERAL FUND							
Expenditures							
Dept 850.000 - INSURANCE & BONDS							
101-850.000-814.000	INSURANCE (LIABILITY/AUTO)	45,987.00	73,350.50	27,363.50	(27,363.50)	159.50	40,771.65
Total Dept 850.000 - INSURANCE & BONDS		45,987.00	73,350.50	27,363.50	(27,363.50)	159.50	40,771.65
Dept 966.000 - TRANSFERS OUT							
101-966.000-995.202	TRANSFER OUT MAJOR ST	40,520.00	40,520.00	0.00	0.00	100.00	110,000.00
101-966.000-995.203	TRANSFER OUT LOCAL ST	64,480.00	64,480.00	0.00	0.00	100.00	75,000.00
101-966.000-995.243	TRANSFER OUT BROWNFIELD	150,000.00	150,000.00	0.00	0.00	100.00	75,000.00
101-966.000-995.450	TRANSFER OUT WATER/SEWER FUND	50,000.00	50,000.00	0.00	0.00	100.00	125,000.00
101-966.000-995.470	TRANSFER OUT MUNICIPAL BUILDING	1,512,298.00	1,512,298.28	0.00	(0.28)	100.00	0.00
101-966.000-995.594	TRANSFER OUT DOUGLAS MARINA	100,000.00	100,000.00	0.00	0.00	100.00	15,000.00
Total Dept 966.000 - TRANSFERS OUT		1,917,298.00	1,917,298.28	0.00	(0.28)	100.00	400,000.00
TOTAL EXPENDITURES		4,830,485.00	4,301,136.38	264,166.56	529,348.62	89.04	2,551,456.28
Fund 101 - GENERAL FUND:							
TOTAL REVENUES		3,579,094.00	3,790,625.04	74,305.41	(211,531.04)	105.91	3,408,370.92
TOTAL EXPENDITURES		4,830,485.00	4,301,136.38	264,166.56	529,348.62	89.04	2,551,456.28
NET OF REVENUES & EXPENDITURES		(1,251,391.00)	(510,511.34)	(189,861.15)	(740,879.66)	40.80	856,914.64

PERIOD ENDING 05/31/2024

Item 9B.

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED	YTD BALANCE
		AMENDED BUDGET	05/31/2024 NORM (ABNORM)	MONTH 05/31/24 INCR (DECR)	BALANCE NORM (ABNORM)		05/31/2023 NORM (ABNORM)
Fund 202 - MAJOR STREET FUND							
Revenues							
Dept 000.000							
202-000.000-546.000	STATE GRANT: ACT 51	190,100.00	144,533.56	15,139.48	45,566.44	76.03	139,842.51
202-000.000-546.001	SNOW REMOVAL	40,000.00	17,605.80	0.00	22,394.20	44.01	66,271.16
202-000.000-581.000	GRANTS: HWYS & STREETS(CO.)	69,480.00	81,519.17	78,307.78	(12,039.17)	117.33	0.00
202-000.000-699.101	TRANSFER IN - GENERAL FUND	40,520.00	40,520.00	0.00	0.00	100.00	110,000.00
202-000.000-699.204	TRANSFER IN- ROAD MIL.	0.00	0.00	0.00	0.00	0.00	125,398.58
Total Dept 000.000		340,100.00	284,178.53	93,447.26	55,921.47	83.56	441,512.25
TOTAL REVENUES		340,100.00	284,178.53	93,447.26	55,921.47	83.56	441,512.25
Expenditures							
Dept 463.000 - GENERAL STREETS & ROW							
202-463.000-703.000	WAGES	80,200.00	64,330.60	5,997.33	15,869.40	80.21	61,916.23
202-463.000-719.000	INSURANCE BENEFITS	15,200.00	13,405.11	1,361.76	1,794.89	88.19	16,822.32
202-463.000-720.000	PAYROLL TAXES	6,400.00	5,117.85	453.58	1,282.15	79.97	4,842.55
202-463.000-721.000	MERS BENEFITS	9,900.00	8,043.05	739.84	1,856.95	81.24	8,343.49
202-463.000-722.000	WORKERS COMPENSATION	2,520.00	2,367.54	0.00	152.46	93.95	1,656.17
202-463.000-740.000	SUPPLIES	2,511.00	2,262.08	0.00	248.92	90.09	259.63
202-463.000-746.000	TRAFFIC SIGNS & SERVICES	9,615.00	5,208.02	0.00	4,406.98	54.17	3,268.55
202-463.000-802.000	CONTRACTUAL	30,000.00	2,281.25	500.00	27,718.75	7.60	8,911.44
202-463.000-806.000	CONTRACTUAL ENGINEERING	14,902.00	9,846.75	772.52	5,055.25	66.08	15,162.30
202-463.000-930.000	REPAIRS & MAINTENANCE: GENERAL	40,000.00	6,780.26	824.67	33,219.74	16.95	8,972.65
202-463.000-941.001	EQUIPMENT RENT-EQUIPMENT FUND	48,000.00	39,599.22	4,747.64	8,400.78	82.50	0.00
202-463.000-979.000	CAPITAL OUTLAY	31,497.00	9,133.46	3,289.50	22,363.54	29.00	4,236.95
Total Dept 463.000 - GENERAL STREETS & ROW		290,745.00	168,375.19	18,686.84	122,369.81	57.91	134,392.28
Dept 464.000 - GENERAL STREETS WINTER & ROW							
202-464.000-703.000	WAGES	27,900.00	15,469.81	0.00	12,430.19	55.45	22,587.09
202-464.000-719.000	INSURANCE BENEFITS	5,300.00	3,573.76	0.00	1,726.24	67.43	2,054.04
202-464.000-720.000	PAYROLL TAXES	2,300.00	1,430.56	0.00	869.44	62.20	1,878.80
202-464.000-721.000	MERS BENEFITS	3,500.00	1,811.84	0.00	1,688.16	51.77	2,475.47
202-464.000-722.000	WORKERS COMPENSATION	970.00	908.10	0.00	61.90	93.62	766.07
202-464.000-740.001	SNOW AND ICE REMOVAL SUPPLIES	15,000.00	15,716.72	0.00	(716.72)	104.78	12,122.66
202-464.000-802.002	CONTRACTUAL-SIDEWALK PLOWING	30,000.00	11,133.75	712.20	18,866.25	37.11	21,427.57
202-464.000-941.001	EQUIPMENT RENT-EQUIPMENT FUND	15,500.00	14,026.72	0.00	1,473.28	90.49	0.00
Total Dept 464.000 - GENERAL STREETS WINTER & ROW		100,470.00	64,071.26	712.20	36,398.74	63.77	63,311.70
TOTAL EXPENDITURES		391,215.00	232,446.45	19,399.04	158,768.55	59.42	197,703.98
Fund 202 - MAJOR STREET FUND:							
TOTAL REVENUES		340,100.00	284,178.53	93,447.26	55,921.47	83.56	441,512.25
TOTAL EXPENDITURES		391,215.00	232,446.45	19,399.04	158,768.55	59.42	197,703.98
NET OF REVENUES & EXPENDITURES		(51,115.00)	51,732.08	74,048.22	(102,847.08)	101.21	243,808.27

PERIOD ENDING 05/31/2024

Item 9B.

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED	YTD BALANCE
		AMENDED BUDGET	05/31/2024 NORM (ABNORM)	MONTH 05/31/24 INCR (DECR)	BALANCE NORM (ABNORM)		05/31/2023 NORM (ABNORM)
Fund 203 - LOCAL STREETS FUND							
Revenues							
Dept 000.000							
203-000.000-546.000	STATE GRANT: ACT 51	79,950.00	60,921.27	6,381.91	19,028.73	76.20	58,817.87
203-000.000-546.001	SNOW REMOVAL	18,000.00	14,879.36	0.00	3,120.64	82.66	39,318.73
203-000.000-581.000	GRANTS: HWYS & STREETS(CO.)	110,520.00	127,504.35	122,481.41	(16,984.35)	115.37	0.00
203-000.000-699.203	TRANSFER IN-LOCAL ST	64,480.00	64,480.00	0.00	0.00	100.00	75,000.00
203-000.000-699.204	TRANSFER IN- ROAD MIL.	0.00	0.00	0.00	0.00	0.00	245,398.00
Total Dept 000.000		272,950.00	267,784.98	128,863.32	5,165.02	98.11	418,534.60
TOTAL REVENUES		272,950.00	267,784.98	128,863.32	5,165.02	98.11	418,534.60
Expenditures							
Dept 463.000 - GENERAL STREETS & ROW							
203-463.000-703.000	WAGES	87,200.00	62,720.63	4,579.74	24,479.37	71.93	68,804.52
203-463.000-719.000	INSURANCE BENEFITS	16,500.00	14,388.87	1,122.55	2,111.13	87.21	16,883.21
203-463.000-720.000	PAYROLL TAXES	7,000.00	5,026.41	346.33	1,973.59	71.81	5,401.36
203-463.000-721.000	MERS BENEFITS	10,700.00	7,809.98	566.50	2,890.02	72.99	9,020.89
203-463.000-722.000	WORKERS COMPENSATION	2,415.00	2,270.24	0.00	144.76	94.01	1,644.10
203-463.000-740.000	SUPPLIES	2,223.00	1,204.26	0.00	1,018.74	54.17	246.64
203-463.000-746.000	TRAFFIC SIGNS & SERVICES	7,866.00	4,261.46	0.00	3,604.54	54.18	3,268.56
203-463.000-802.000	CONTRACTUAL	26,000.00	2,281.25	0.00	23,718.75	8.77	3,026.32
203-463.000-806.000	CONTRACTUAL ENGINEERING	14,000.00	10,675.60	1,328.88	3,324.40	76.25	30,697.70
203-463.000-930.000	REPAIRS & MAINTENANCE: GENERAL	22,000.00	5,208.46	824.67	16,791.54	23.67	12,733.65
203-463.000-941.001	EQUIPMENT RENT-EQUIPMENT FUND	42,300.00	36,869.58	3,191.19	5,430.42	87.16	0.00
203-463.000-979.000	CAPITAL OUTLAY	23,005.00	6,269.50	3,289.50	16,735.50	27.25	215,418.14
Total Dept 463.000 - GENERAL STREETS & ROW		261,209.00	158,986.24	15,249.36	102,222.76	60.87	367,145.09
Dept 464.000 - GENERAL STREETS WINTER & ROW							
203-464.000-703.000	WAGES	21,000.00	11,126.76	0.00	9,873.24	52.98	18,295.82
203-464.000-719.000	INSURANCE BENEFITS	4,000.00	2,392.43	0.00	1,607.57	59.81	1,521.65
203-464.000-720.000	PAYROLL TAXES	1,700.00	1,038.42	0.00	661.58	61.08	1,554.61
203-464.000-721.000	MERS BENEFITS	2,600.00	1,343.21	0.00	1,256.79	51.66	2,022.70
203-464.000-722.000	WORKERS COMPENSATION	695.00	651.26	0.00	43.74	93.71	535.13
203-464.000-740.000	SUPPLIES	300.00	11.99	0.00	288.01	4.00	0.00
203-464.000-740.001	SNOW AND ICE REMOVAL SUPPLIES	12,500.00	15,646.06	0.00	(3,146.06)	125.17	11,783.69
203-464.000-802.002	CONTRACTUAL-SIDEWALK PLOWING	25,000.00	11,133.75	712.20	13,866.25	44.54	21,427.53
203-464.000-941.001	EQUIPMENT RENT-EQUIPMENT FUND	12,800.00	10,169.31	0.00	2,630.69	79.45	0.00
Total Dept 464.000 - GENERAL STREETS WINTER & ROW		80,595.00	53,513.19	712.20	27,081.81	66.40	57,141.13
TOTAL EXPENDITURES		341,804.00	212,499.43	15,961.56	129,304.57	62.17	424,286.22
Fund 203 - LOCAL STREETS FUND:							
TOTAL REVENUES		272,950.00	267,784.98	128,863.32	5,165.02	98.11	418,534.60
TOTAL EXPENDITURES		341,804.00	212,499.43	15,961.56	129,304.57	62.17	424,286.22
NET OF REVENUES & EXPENDITURES		(68,854.00)	55,285.55	112,901.76	(124,139.55)	80.29	(5,751.62)

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED	YTD BALANCE
		AMENDED BUDGET	05/31/2024 NORM (ABNORM)	MONTH 05/31/24 INCR (DECR)	BALANCE NORM (ABNORM)		05/31/2023 NORM (ABNORM)
Fund 213 - SCHULTZ PARK LAUNCH RAMP							
Revenues							
Dept 000.000							
213-000.000-651.000	LAUNCH FEES	25,100.00	24,933.05	4,526.32	166.95	99.33	26,247.87
Total Dept 000.000		25,100.00	24,933.05	4,526.32	166.95	99.33	26,247.87
TOTAL REVENUES		25,100.00	24,933.05	4,526.32	166.95	99.33	26,247.87
Expenditures							
Dept 753.000 - LAUNCH RAMPS							
213-753.000-922.000	UTILITIES	800.00	546.92	53.15	253.08	68.37	512.78
213-753.000-930.000	REPAIRS & MAINTENANCE: GENERAL	2,000.00	54.00	36.00	1,946.00	2.70	1,922.45
213-753.000-958.000	MISCELLANEOUS	2,000.00	485.32	0.00	1,514.68	24.27	1,785.51
Total Dept 753.000 - LAUNCH RAMPS		4,800.00	1,086.24	89.15	3,713.76	22.63	4,220.74
Dept 966.000 - TRANSFERS OUT							
213-966.000-995.101	TRANSFER OUT GF	23,250.00	23,250.00	0.00	0.00	100.00	4,500.00
Total Dept 966.000 - TRANSFERS OUT		23,250.00	23,250.00	0.00	0.00	100.00	4,500.00
TOTAL EXPENDITURES		28,050.00	24,336.24	89.15	3,713.76	86.76	8,720.74
Fund 213 - SCHULTZ PARK LAUNCH RAMP:							
TOTAL REVENUES		25,100.00	24,933.05	4,526.32	166.95	99.33	26,247.87
TOTAL EXPENDITURES		28,050.00	24,336.24	89.15	3,713.76	86.76	8,720.74
NET OF REVENUES & EXPENDITURES		(2,950.00)	596.81	4,437.17	(3,546.81)	20.23	17,527.13

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED	YTD BALANCE
		AMENDED BUDGET	05/31/2024 NORM (ABNORM)	MONTH 05/31/24 INCR (DECR)	BALANCE NORM (ABNORM)		05/31/2023 NORM (ABNORM)
Fund 243 - BROWNFIELD REDEVELOPMENT AUTHORITY FUND							
Revenues							
Dept 000.000							
243-000.000-528.000	OTHER FEDERAL GRANTS	14,294.00	19,010.73	0.00	(4,716.73)	133.00	0.00
243-000.000-699.101	TRANSFER IN - GENERAL FUND	150,000.00	150,000.00	0.00	0.00	100.00	75,000.00
Total Dept 000.000		164,294.00	169,010.73	0.00	(4,716.73)	102.87	75,000.00
TOTAL REVENUES		164,294.00	169,010.73	0.00	(4,716.73)	102.87	75,000.00
Expenditures							
Dept 000.000							
243-000.000-740.000	SUPPLIES	0.00	212.88	212.88	(212.88)	100.00	21,898.40
243-000.000-802.243	BLIGHT REMOVAL	170,000.00	89,856.60	3,710.50	80,143.40	52.86	6,582.50
243-000.000-803.000	CONTRACTUAL CONSULTANT	0.00	0.00	0.00	0.00	0.00	4,809.75
243-000.000-806.000	CONTRACTUAL ENGINEERING	0.00	0.00	0.00	0.00	0.00	6,695.00
Total Dept 000.000		170,000.00	90,069.48	3,923.38	79,930.52	52.98	39,985.65
TOTAL EXPENDITURES		170,000.00	90,069.48	3,923.38	79,930.52	52.98	39,985.65
Fund 243 - BROWNFIELD REDEVELOPMENT AUTHORITY FUND:							
TOTAL REVENUES		164,294.00	169,010.73	0.00	(4,716.73)	102.87	75,000.00
TOTAL EXPENDITURES		170,000.00	90,069.48	3,923.38	79,930.52	52.98	39,985.65
NET OF REVENUES & EXPENDITURES		(5,706.00)	78,941.25	(3,923.38)	(84,647.25)	1,383.48	35,014.35

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED	YTD BALANCE
		AMENDED BUDGET	05/31/2024 NORM (ABNORM)	MONTH 05/31/24 INCR (DECR)	BALANCE NORM (ABNORM)		05/31/2023 NORM (ABNORM)
Fund 245 - TRI-COMMUNITY HARBOR AUTHORITY							
Revenues							
Dept 000.000							
245-000.000-626.002	SAUGATUCK CONTRIBUTION	7,000.00	0.00	0.00	7,000.00	0.00	0.00
245-000.000-699.245	TRANSFER IN TRI-HARBOR AUTHORITY	7,000.00	0.00	0.00	7,000.00	0.00	0.00
Total Dept 000.000		14,000.00	0.00	0.00	14,000.00	0.00	0.00
TOTAL REVENUES		14,000.00	0.00	0.00	14,000.00	0.00	0.00
Expenditures							
Dept 754.000 - HARBOR							
245-754.000-812.000	RECORDING CLERK	1,000.00	0.00	0.00	1,000.00	0.00	100.00
245-754.000-900.000	PRINTING & PUBLISHING	0.00	0.00	0.00	0.00	0.00	56.00
245-754.000-979.000	CAPITAL OUTLAY	14,000.00	0.00	0.00	14,000.00	0.00	0.00
Total Dept 754.000 - HARBOR		15,000.00	0.00	0.00	15,000.00	0.00	156.00
TOTAL EXPENDITURES		15,000.00	0.00	0.00	15,000.00	0.00	156.00
Fund 245 - TRI-COMMUNITY HARBOR AUTHORITY:							
TOTAL REVENUES		14,000.00	0.00	0.00	14,000.00	0.00	0.00
TOTAL EXPENDITURES		15,000.00	0.00	0.00	15,000.00	0.00	156.00
NET OF REVENUES & EXPENDITURES		(1,000.00)	0.00	0.00	(1,000.00)	0.00	(156.00)

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED	YTD BALANCE
		AMENDED BUDGET	05/31/2024 NORM (ABNORM)	MONTH 05/31/24 INCR (DECR)	NORM (ABNORM)		05/31/2023 NORM (ABNORM)
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY							
Revenues							
Dept 000.000							
248-000.000-417.000	TAX INCREMENT RECAPTURE	50,004.00	50,003.95	0.00	0.05	100.00	40,424.00
248-000.000-674.000	DONATIONS	0.00	0.00	0.00	0.00	0.00	1,000.00
248-000.000-675.000	OTHER REVENUE	260.00	15,798.00	0.00	(15,538.00)	6,076.15	8,000.00
Total Dept 000.000		50,264.00	65,801.95	0.00	(15,537.95)	130.91	49,424.00
TOTAL REVENUES		50,264.00	65,801.95	0.00	(15,537.95)	130.91	49,424.00
Expenditures							
Dept 728.000 - DOWNTOWN DEVELOPMENT AUTHORITY							
248-728.000-703.001	DDA ADMINISTRATION	7,800.00	7,150.00	650.00	650.00	91.67	7,150.00
248-728.000-718.000	TRAINING FUNDS	1,000.00	358.12	0.00	641.88	35.81	0.00
248-728.000-802.000	CONTRACTUAL	3,000.00	0.00	0.00	3,000.00	0.00	0.00
248-728.000-802.001	CONTRACTUAL-PLANNING STUDY	0.00	176.76	0.00	(176.76)	100.00	6,101.00
248-728.000-806.000	CONTRACTUAL ENGINEERING	0.00	0.00	0.00	0.00	0.00	3,011.50
248-728.000-880.000	COMMUNITY PROMOTION	16,000.00	12,175.39	3,128.25	3,824.61	76.10	13,261.24
248-728.000-908.000	DUES/FEES/PUBLICATIONS	0.00	0.00	0.00	0.00	0.00	125.00
248-728.000-979.000	CAPITAL OUTLAY	76,000.00	74,276.91	15,538.62	1,723.09	97.73	0.00
Total Dept 728.000 - DOWNTOWN DEVELOPMENT AUTHORITY		103,800.00	94,137.18	19,316.87	9,662.82	90.69	29,648.74
TOTAL EXPENDITURES		103,800.00	94,137.18	19,316.87	9,662.82	90.69	29,648.74
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:							
TOTAL REVENUES		50,264.00	65,801.95	0.00	(15,537.95)	130.91	49,424.00
TOTAL EXPENDITURES		103,800.00	94,137.18	19,316.87	9,662.82	90.69	29,648.74
NET OF REVENUES & EXPENDITURES		(53,536.00)	(28,335.23)	(19,316.87)	(25,200.77)	52.93	19,775.26

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT	YTD BALANCE
		AMENDED BUDGET	05/31/2024	MONTH 05/31/24	BALANCE	USED	05/31/2023
			NORM (ABNORM)	INCR (DECR)	NORM (ABNORM)		NORM (ABNORM)
Fund 403 - BLUE STAR CORRIDOR IMPROVEMENT FUND							
Revenues							
Dept 000.000							
403-000.000-439.000	MRE TAX	103,000.00	118,936.76	0.00	(15,936.76)	115.47	104,254.97
Total Dept 000.000		103,000.00	118,936.76	0.00	(15,936.76)	115.47	104,254.97
TOTAL REVENUES		103,000.00	118,936.76	0.00	(15,936.76)	115.47	104,254.97
Expenditures							
Dept 463.000 - GENERAL STREETS & ROW							
403-463.000-806.000	CONTRACTUAL ENGINEERING	0.00	118.00	0.00	(118.00)	100.00	18,288.61
403-463.000-979.000	CAPITAL OUTLAY	62,500.00	25,900.33	0.00	36,599.67	41.44	0.00
Total Dept 463.000 - GENERAL STREETS & ROW		62,500.00	26,018.33	0.00	36,481.67	41.63	18,288.61
TOTAL EXPENDITURES		62,500.00	26,018.33	0.00	36,481.67	41.63	18,288.61
Fund 403 - BLUE STAR CORRIDOR IMPROVEMENT FUND:							
TOTAL REVENUES		103,000.00	118,936.76	0.00	(15,936.76)	115.47	104,254.97
TOTAL EXPENDITURES		62,500.00	26,018.33	0.00	36,481.67	41.63	18,288.61
NET OF REVENUES & EXPENDITURES		40,500.00	92,918.43	0.00	(52,418.43)	229.43	85,966.36

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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 05/31/2024 NORM (ABNORM)	ACTIVITY FOR MONTH 05/31/24 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED	YTD BALANCE 05/31/2023 NORM (ABNORM)
Fund 450 - WATER SEWER FUND							
Revenues							
Dept 000.000							
450-000.000-602.000	CONNECTION FEES, WATER	30,000.00	16,400.00	4,400.00	13,600.00	54.67	27,548.00
450-000.000-602.001	CONNECTION FEES, SEWER	35,000.00	19,600.00	4,600.00	15,400.00	56.00	26,000.00
450-000.000-604.000	CAPITAL CHARGE	157,410.00	28,346.39	28,346.39	129,063.61	18.01	0.00
450-000.000-679.001	REIMBURSE FROM STATE	276,568.00	46,060.51	0.00	230,507.49	16.65	19,812.71
450-000.000-699.101	TRANSFER IN - GENERAL FUND	50,000.00	50,000.00	0.00	0.00	100.00	125,000.00
Total Dept 000.000		548,978.00	160,406.90	37,346.39	388,571.10	29.22	198,360.71
TOTAL REVENUES		548,978.00	160,406.90	37,346.39	388,571.10	29.22	198,360.71
Expenditures							
Dept 000.000							
450-000.000-703.000	WAGES	0.00	0.00	0.00	0.00	0.00	223.47
450-000.000-720.000	PAYROLL TAXES	0.00	0.00	0.00	0.00	0.00	19.10
450-000.000-721.000	MERS BENEFITS	0.00	0.00	0.00	0.00	0.00	31.05
450-000.000-721.001	457 CONTRIBUTION	0.00	0.00	0.00	0.00	0.00	14.72
450-000.000-806.000	CONTRACTUAL ENGINEERING	0.00	0.00	0.00	0.00	0.00	50,283.50
450-000.000-974.000	CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	13,142.41
Total Dept 000.000		0.00	0.00	0.00	0.00	0.00	63,714.25
Dept 536.000 - WATER SYSTEM							
450-536.000-703.000	WAGES	0.00	7,541.29	103.82	(7,541.29)	100.00	0.00
450-536.000-719.000	INSURANCE BENEFITS	0.00	2,062.51	28.54	(2,062.51)	100.00	0.00
450-536.000-720.000	PAYROLL TAXES	0.00	590.39	7.85	(590.39)	100.00	0.00
450-536.000-721.000	MERS BENEFITS	0.00	818.73	11.20	(818.73)	100.00	0.00
450-536.000-721.001	457 CONTRIBUTION	0.00	13.62	0.00	(13.62)	100.00	0.00
450-536.000-806.000	CONTRACTUAL ENGINEERING	20,000.00	15,006.60	7,062.10	4,993.40	75.03	0.00
450-536.000-941.001	EQUIPMENT RENT-EQUIPMENT FUND	0.00	3,675.19	59.54	(3,675.19)	100.00	0.00
450-536.000-974.000	CONSTRUCTION	434,068.00	79,999.02	18,013.46	354,068.98	18.43	0.00
Total Dept 536.000 - WATER SYSTEM		454,068.00	109,707.35	25,286.51	344,360.65	24.16	0.00
TOTAL EXPENDITURES		454,068.00	109,707.35	25,286.51	344,360.65	24.16	63,714.25
Fund 450 - WATER SEWER FUND:							
TOTAL REVENUES		548,978.00	160,406.90	37,346.39	388,571.10	29.22	198,360.71
TOTAL EXPENDITURES		454,068.00	109,707.35	25,286.51	344,360.65	24.16	63,714.25
NET OF REVENUES & EXPENDITURES		94,910.00	50,699.55	12,059.88	44,210.45	53.42	134,646.46

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED	YTD BALANCE
		AMENDED BUDGET	05/31/2024 NORM (ABNORM)	MONTH 05/31/24 INCR (DECR)	BALANCE NORM (ABNORM)		05/31/2023 NORM (ABNORM)
Fund 470 - MUNICIPAL BUILDING FUND							
Revenues							
Dept 000.000							
470-000.000-699.101	TRANSFER IN - GENERAL FUND	1,512,298.00	1,512,298.28	0.00	(0.28)	100.00	0.00
Total Dept 000.000		1,512,298.00	1,512,298.28	0.00	(0.28)	100.00	0.00
TOTAL REVENUES		1,512,298.00	1,512,298.28	0.00	(0.28)	100.00	0.00
Expenditures							
Dept 265.000 - BUILDING & GROUNDS							
470-265.000-974.000	CONSTRUCTION	1,512,298.00	1,512,298.28	0.00	(0.28)	100.00	0.00
Total Dept 265.000 - BUILDING & GROUNDS		1,512,298.00	1,512,298.28	0.00	(0.28)	100.00	0.00
TOTAL EXPENDITURES		1,512,298.00	1,512,298.28	0.00	(0.28)	100.00	0.00
Fund 470 - MUNICIPAL BUILDING FUND:							
TOTAL REVENUES		1,512,298.00	1,512,298.28	0.00	(0.28)	100.00	0.00
TOTAL EXPENDITURES		1,512,298.00	1,512,298.28	0.00	(0.28)	100.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00

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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 05/31/2024 NORM (ABNORM)	ACTIVITY FOR MONTH 05/31/24 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED	YTD BALANCE 05/31/2023 NORM (ABNORM)
Fund 594 - DOUGLAS MARINA							
Revenues							
Dept 000.000							
594-000.000-654.000	SEASONAL SLIP FEES	26,000.00	29,300.00	1,800.00	(3,300.00)	112.69	21,975.00
594-000.000-654.001	TRANSIENT SLIP	1,225.00	1,225.00	0.00	0.00	100.00	0.00
594-000.000-667.001	WADE'S BAYOU PARK RENTAL	7,862.00	8,736.50	875.00	(874.50)	111.12	7,150.00
594-000.000-699.101	TRANSFER IN - GENERAL FUND	100,000.00	100,000.00	0.00	0.00	100.00	15,000.00
Total Dept 000.000		135,087.00	139,261.50	2,675.00	(4,174.50)	103.09	44,125.00
TOTAL REVENUES		135,087.00	139,261.50	2,675.00	(4,174.50)	103.09	44,125.00
Expenditures							
Dept 597.000 - DOUGLAS MARINA							
594-597.000-802.000	CONTRACTUAL	3,500.00	2,834.00	163.00	666.00	80.97	0.00
594-597.000-820.000	MARINA OPERATIONS	15,000.00	1,074.86	55.93	13,925.14	7.17	6,773.17
594-597.000-922.000	UTILITIES	5,000.00	2,131.34	287.56	2,868.66	42.63	2,246.57
594-597.000-979.000	CAPITAL OUTLAY	41,150.00	6,920.75	98.00	34,229.25	16.82	0.00
Total Dept 597.000 - DOUGLAS MARINA		64,650.00	12,960.95	604.49	51,689.05	20.05	9,019.74
Dept 597.001 - WADES BAYOU							
594-597.001-930.000	REPAIRS & MAINTENANCE: GENERAL	6,000.00	2,357.00	0.00	3,643.00	39.28	5,769.42
594-597.001-974.000	CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	18,145.00
Total Dept 597.001 - WADES BAYOU		6,000.00	2,357.00	0.00	3,643.00	39.28	23,914.42
Dept 597.002 - DOUGLAS HARBOR AUTHORITY							
594-597.002-740.000	SUPPLIES	4,000.00	917.17	909.18	3,082.83	22.93	250.07
594-597.002-802.000	CONTRACTUAL	75,600.00	41,135.00	0.00	34,465.00	54.41	38,907.50
594-597.002-812.000	RECORDING CLERK	600.00	0.00	0.00	600.00	0.00	100.00
Total Dept 597.002 - DOUGLAS HARBOR AUTHORITY		80,200.00	42,052.17	909.18	38,147.83	52.43	39,257.57
TOTAL EXPENDITURES		150,850.00	57,370.12	1,513.67	93,479.88	38.03	72,191.73
Fund 594 - DOUGLAS MARINA:							
TOTAL REVENUES		135,087.00	139,261.50	2,675.00	(4,174.50)	103.09	44,125.00
TOTAL EXPENDITURES		150,850.00	57,370.12	1,513.67	93,479.88	38.03	72,191.73
NET OF REVENUES & EXPENDITURES		(15,763.00)	81,891.38	1,161.33	(97,654.38)	519.52	(28,066.73)

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Fund 660 - EQUIPMENT RENTAL FUND							
Revenues							
Dept 000.000							
660-000.000-673.000	SALE OF EQUIPMENT	28,536.00	28,536.00	0.00	0.00	100.00	0.00
660-000.000-676.000	EQUIPMENT CHARGES - NON DPW	20,000.00	18,333.29	1,666.67	1,666.71	91.67	28,693.37
660-000.000-676.001	EQUIPMENT CHARGES -DPW	175,300.00	176,424.63	18,206.97	(1,124.63)	100.64	0.00
Total Dept 000.000		223,836.00	223,293.92	19,873.64	542.08	99.76	28,693.37
TOTAL REVENUES		223,836.00	223,293.92	19,873.64	542.08	99.76	28,693.37
Expenditures							
Dept 265.000 - BUILDING & GROUNDS							
660-265.000-979.000	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	8,157.00
Total Dept 265.000 - BUILDING & GROUNDS		0.00	0.00	0.00	0.00	0.00	8,157.00
Dept 301.000 - POLICE							
660-301.000-979.000	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	54,596.10
Total Dept 301.000 - POLICE		0.00	0.00	0.00	0.00	0.00	54,596.10
Dept 902.000 - DPW EQUIPMENT PURCHASES							
660-902.000-979.000	CAPITAL OUTLAY	145,600.00	145,600.49	0.00	(0.49)	100.00	355,861.98
Total Dept 902.000 - DPW EQUIPMENT PURCHASES		145,600.00	145,600.49	0.00	(0.49)	100.00	355,861.98
Dept 903.000 - EQUIP. REPAIRS & MAINTENANCE							
660-903.000-860.000	GAS & OIL	30,000.00	17,958.54	1,877.74	12,041.46	59.86	20,581.06
660-903.000-930.004	VEHICLE MAINTENANCE & REPAIRS	70,000.00	57,257.79	2,586.24	12,742.21	81.80	53,614.67
Total Dept 903.000 - EQUIP. REPAIRS & MAINTENANCE		100,000.00	75,216.33	4,463.98	24,783.67	75.22	74,195.73
TOTAL EXPENDITURES		245,600.00	220,816.82	4,463.98	24,783.18	89.91	492,810.81
Fund 660 - EQUIPMENT RENTAL FUND:							
TOTAL REVENUES		223,836.00	223,293.92	19,873.64	542.08	99.76	28,693.37
TOTAL EXPENDITURES		245,600.00	220,816.82	4,463.98	24,783.18	89.91	492,810.81
NET OF REVENUES & EXPENDITURES		(21,764.00)	2,477.10	15,409.66	(24,241.10)	11.38	(464,117.44)
TOTAL REVENUES - ALL FUNDS							
TOTAL REVENUES - ALL FUNDS		6,969,001.00	6,756,531.64	361,037.34	212,469.36	96.95	4,794,523.69
TOTAL EXPENDITURES - ALL FUNDS		8,305,670.00	6,880,836.06	354,120.72	1,424,833.94	82.85	3,898,963.01
NET OF REVENUES & EXPENDITURES		(1,336,669.00)	(124,304.42)	6,916.62	(1,212,364.58)	9.30	895,560.68

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