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

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**https://us02web.zoom.us/j/85133143273**

Join by phone by dialing:
**+1 (312) 626-6799**
-or-
**+1 (646) 518-9805**
Then enter
"Meeting ID":

**85133143273**

Those who are hearing impaired and require additional accommodations are encouraged to contact (269) 857-4751 or info@ci.douglas.mi.us as soon as possible.

**AGENDA**
**THE CITY OF THE VILLAGE OF DOUGLAS**
**REGULAR MEETING OF THE CITY COUNCIL**
**MONDAY, April 5, 2021 – 7:00 P.M.**

**1.** **Call to Order** – Mayor

**2.** **Roll Call** - City Clerk

**3.** **Consent Calendar**
- A. Approval of the April 5, 2021 Agenda
- B. Approval of the City Council Minutes of March 15, 2021
- C. Approval of Invoices in the amount of $146,958.46
- D. Appointments / Resignations / Proclamations
  - (i) Accept the phone resignation of Jeff Greenwood from ZBA.

Motion to approve the Consent Calendar of April 5, 2021 – roll call vote

**4.** **Public Communication**
- A. Verbal (Limit of 3 minutes)
- B. Written Communications
  - (i) Linda McIntyre – Downtown Douglas 2021
  - (ii) Seventh Day Adventist – Family Health and Education Resource ministry.
  - (iii) Everyday People Café, Wild Dog Grille, Borrowed Time, Alley's all-American Diner, The Cove – Social Districts.
  - (iv) Jocelyn Benson – Certificate of Recognition
  - (v) Tracey Shafroth – Various Issues
  - (vi) Anderson Zoning Letter

**5.** **Unfinished Business**

**6.** **New Business**
- A. Ordinance 01-2021 Amending the Zoning Ordinance of the City of the Village of Douglas 1st Reading – Public Hearing
  - (i) Motion to Open the Public Hearing
  - (ii) Public Comments
  - (iii) Motion to Close the Public Hearing
- B. Contract Regarding Use of Wade's Bayou Park Facilities with Running Rivers

Motion to approve the contract for Running Rivers Regarding Use of Wade's Bayou Park and Facilities. – roll call vote

C. Resolution 04-2021 Public Works Mutual Aid and Assistance Agreement between City of Douglas and City of Saugatuck

Motion to approve Resolution 04-2021 the Public Works Mutual Aid and Assistance Agreement between the City of Douglas and the City of Saugatuck. – roll call vote

D. Special Event Permit Application for Saugatuck Douglas Fennville Arts Initiative

Motion to approve a Special Event Permit for the Saugatuck Douglas Fennville Arts Initiative Following the guidance of the Michigan Department of Health and Human Services requirements for outdoor gatherings. – roll call vote

E. Resolution 11-2021 Lot Line Adjustment Certification

Motion to approve Resolution 11-2021, a resolution certifying an approved lot line adjustment, and the approved land division application for the exempt division of (PPN: 03-59-016-074-00), to permit deed of the lesser resulting part to 435 Blue Star Highway (PPN: 03-59-016-072-11) – roll call vote

F. Resolution 12-2021 Wayfinding Process Outline, Williams & Works

Motion to approve Resolution 12-2021, Wayfinding Process Outline, with Williams & Works of Grand Rapids, Michigan, for engaging in public participation and developing a Wayfinding Plan for bidding and construction. – roll call vote

G. Resolution 14-2021 Allegan County Drain Commission Amity Drain Maintenance

Motion to approve Resolution 14-2021 authorizing the Allegan County Drain Commissioner to expand money for maintenance and repair for Amity Lane Drain in excess of $5,000 per mile. – roll call vote

H. Resolution 15-2021 Social Districts

Motion to approve Resolution 15-2021 to consider the designation of a social district per Public Act 124 of 2020, and direct City Administration to work with the Downtown Development Authority and Convention and Visitors Bureau to develop the requirements of the social district. – roll call vote

**7. 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. Recycle Committee
10. Tri-Community Bike Trail Group

B. Staff Reports
1. City Manager

**8. Public Communications** – Verbal (Limit of 3 minutes)

**9. Council Comments**

**10. Mayor's Report/Comments**

**11. Adjournment – voice vote**

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 Pamela Aalderink, City Clerk, at (269) 857-1438, or clerk@ci.douglas.mi.us to allow the City to make reasonable accommodations for those persons.
CITY OF THE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN
Posted this 2nd day of April, 2021

**MINUTES**
**THE CITY OF THE VILLAGE OF DOUGLAS**
**REGULAR MEETING OF THE CITY COUNCIL**
**DOUGLAS CITY HALL COUNCIL CHAMBERS**
**86 W. CENTER STREET, DOUGLAS, MI 49406**
**MONDAY, MARCH 15, 2019 – 7:00 P.M.**
**ZOOM**

**1.** **Call to Order** by Mayor Lion

**2.** **Roll Call**: Present – Donovan, Miller, Mooradian, North, Seabert, Van Loon, Lion
Absent/Excused – None
Also, Present – City Manager LaBombard, City Treasurer, City Planner, DPW Director, Chief Kent.

**3.** **Consent Calendar**

A. Agenda for March 15, 2021
B. Regular City Council Meeting Minutes of March 1, 2021
C. Approval of Invoices in the Amount of $335,364.32
D. Appointments/Resignations
   1. Reappointment of Robert Naumann to Kalamazoo Lake Harbor Authority – Term ending 2/2025

*Motion by Mooradian, with support from Seabert to approve the Consent Agenda of March 15, 2021. Motion carried unanimously by roll call vote.*

**4.** **Public Communications**

A. Verbal (Limit of three (3) minutes on agenda items only)
Demetria – 143 Harbor Ct. spoke in support to the household hazardous waste event on May 1, that resulted from the survey last year.

B. Written Communications
   1. Redistricting and Communities of Interest – Cathy Brockington
   2. Letter from Lisa Anagnostopoulos
   3. Letter from Robert Kenny

The Redistricting and Communities of Interest letter was pulled from the agenda for discussion. Council had questions that pertained to what redistricting was.

**5.** **Unfinished Business**

**6.** **New Business**

A. Special Event Application – Chamber Music Festival of Saugatuck

Jennifer Walvoord spoke representing the Chamber Music Festival of Saugatuck. The Chamber usually used the Woman's Club in Saugatuck, this year they would like to use Beery Field on July 15 with a rain date of July 16 (7:00 pm to 8:30 pm) for a free public family-friendly concert presented by Akropolis Quintet.

*Motion by Seabert, with support from North, to approve the special event application from the Chamber Music Festival of Saugatuck organization following the guidance of the Michigan Department of Health and Human Services requirements for outdoor gatherings. Motion carried by unanimous roll call vote.*

B. Special Event Application – Town Crier Races

Sue Pullen spoke representing the Town Crier Races. The proposed event will occur on Saturday, June 19, 2021 and will be held from 6:30 am to 12:30 pm. The event raises money for the Saugatuck Public Schools Cross Country Team and Track and Running Club.

*Motion by Van Loon, with support from Mooradian, to approve the special event application from the Town Crier Race organization following the guidance of the Michigan Department of Health and Human Services requirements for outdoor gatherings. Motion carried by unanimous roll call vote.*

C. Schultz Park Boat Launch Concrete Apron

Director of Public Works Matt Vogel addressed the increased use of the launch site located at Schultz Park and the related soil wash out and rutting in the gravel of the launch lot. The department recommended an extension of the launch slab (apron). Quotes were received for the installation of a six inch (6") thick 24' by 70' concrete apron. Anticipated completion date would be prior to the 2021 boating season.

Discussion: Council questioned the condition of the ramp which is located under the water and if the newly installed apron would have a non-slip finish.

*Motion by Donovan, with support from Van Loon, to award a contract to install a concrete apron at Schultz Park Boat Launch to Excell Concrete of Fennville, Michigan, in the amount of $9,240 and amend the budget to cover the cost of the improvements.*

D. 2021 Temporary Outdoor Right-Of-Way Expansion

Businesses in the Downtown area had the use of the right of way last summer because of the COVID pandemic. The City Administration is seeking City Council input into allowing the use of the right of way for businesses again this 2021 season. The businesses would have the use of right of way from April 15 to November 1, 2021.

Discussion: Seabert questioned if the November date would need to be changed due to the Halloween parade and congestion, fellow councilpersons decided to leave that decision to the business owners.

*Motion by Mooradian, with support from North, to authorize City Administration to proceed with the application process to allow downtown businesses use of the City's right-of-way to expand their business from April 15, 2021 through November 1, 2021. Motion carried by unanimous roll call vote*.

E. Douglas Beach Access Stairway Reconstruction Project

Quotes have been received through Edgewater Resources, LLC for the replacement of the Douglas Beach stairway. Construction is slated to begin in April pending permit approvals.

Discussion: Council questioned if the city had sent out RFP's, City Manager LaBombard stated the city had and did not receive quotes. Other questions centered on the

construction materials, timing of completion, and the cost of yearly maintenance as compared to the one-time installation that will be used by the contractor.

*Motion by Miller, with support from North, to approve the contract with Triple D Excavating, Riverworks Construction, and Great Northern Docks and authorize Edgewater Resources, LLC to proceed with engineered drawings and construction. Motion carried by unanimous roll call vote*.

F. Point Pleasant Slip Fee

The City of Douglas was awarded a Michigan Department of Natural Resources Trust Fund (MNRTF) grant for the acquisition of Point Pleasant Marina. The City officially acquired the marina on March 10, 2021. The Douglas Harbor Authority made a motion at their last meeting to increase the current slip fee by 5%.

Discussion: Donovan reported the slip fee is currently 60% under market for the area. Additional discussion centered around informing the slip residents that the area would be under construction, the pool would be removed, and addressing the resident questions regarding how they would be able to attain a slip. The idea of utilizing a lottery system was brought up.

*Motion by Van Loon, with support from Mooradian, to approve the Douglas Harbor Authority's recommendation and increase Point Pleasant slip fees for the 2021 season by 5%. Motion carried by unanimous roll call vote.*

G. Resolution 10-2021 – Certifying an Approved Lot Line Adjustment (03-59-210-055-00), (03-59-210-050-00), and (03-59-210-054-10)

City Planner Wikar updated Council stated this was a certification of lot spit.

No Discussion.

*Motion by Seabert, with support from Van Loon, to approve Resolution 10-2021 for the public record, a Resolution Certifying an Approved Lot Line Adjustment, and the approved Land Division Application for the exempt division of vacant land (PPN: 03-59-210-055-00), to be deeded to 6914 Third Street (PPN: 03-59-21-050-00) and 6931 Fourth Street (PPN: 03-59-210-054-10). Motion carried by unanimous roll call vote*.

**7. Reports**

A. Commission / Committee / Board Reports

1. Planning – Meeting topics addressed were a Short-Term rental, Lot Line split, Land Division request, and Special use, also a drive through service window.
2. Kalamazoo Lake Sewer Water Authority - No report
3. Kalamazoo Lake Harbor Authority- No report
4. DDA – Next meeting March 22nd
5. Douglas Harbor Authority – Point Pleasant slip increase request.
6. Douglas Brownfield Authority – The DEQ received a grant for $300,000. To do the soil vapor extraction system on 200 Blue Star. This is a non-matching grant. The soil vapor issue is on the North side of the building.
7. Fireboard – The Fireboard approved up to $1,000 match for hazardous waste recycling day. May 1st is the target date. Included in the packet was the February incident report.
8. Community Rec. – No report
9. Recycling Committee – Garnet Lewis stated the recycling committee has requested a small financial support regarding recycling, hazardous waste, and compost mailers to residents.

*Motion by North, with support from Mooradian, to approve a $3,000. fund support for the Recycling Committee mailers. Motion carried by unanimous roll call vote.*

10. Tri-Community Bike Trail Committee
The Engineer was selected at the last meeting, the next step will be to draw up an inter-local agreement that will be presented to council. Other things that will need to be addressed is Engineering payments, and a maintenance agreement.

B. Staff Reports

1. Police Chief Kent – Presented the January and February 2021 report. The department answered 42 complaints, investigation into the Huntington attempt robbery is ongoing.
2. Dept. Public Works – Director Vogel. The department will be installing new flower boxes at Beery Field and currently they are working on the floating docks for 42 Rowing Club at Wades.
3. Treasurer – Matt Smith. Final settlement with the County, will be working with BS&A on new programs, and received city portion of the recreation marijuana state tax disbursement in the amount of $20,000.
4. City Manager – LaBombard. City Hall is currently open to the public. April 1st will be the first date in house meetings can be held, monitoring how the Open Meeting Act will adjust to this. MDOT closure of I-196 will begin at the end of the month.

**8. Public Communications –**
Michael Elam of 6785 Enterprise Dr. addressed the soil remediation process and questioned what was the work going to do? Was it just for internal air quality or is that soil remediation like strict soil stripping?

**9. Council Comments**
Council expressed pleasure that the beach stairway was proceeding, thanked the recycling committee, believed the DPW has been doing a great job, and has had an overall great meeting.

**10. Closed Session (9:57 pm)**

*Motion by Seabert, with support from North, that the City Council meet in closed session under section 8 (c) of the Open Meetings Act, to discuss a conditional property purchase agreement. Motion carried by unanimous roll call vote.*

*Motion by North, with support from Seabert, that the City Council leave the closed session and enter back into the regular meeting of March 15, 2021. Motion carried by unanimous roll call vote.*

**11. Adjournment** – Motion by Van Loon, with support from North, to adjourn the meeting. Motion carried by unanimous roll call vote.

Approved by: _____ _____
Patricia Lion, Mayor Date

Approved by: _____ _____
Pamela Aalderink, City Clerk Date

| Inv Num / Inv Ref# | Vendor / Description / GL Distribution | | Inv Date / Entered By | Due Date | Inv Amt |
|---|---|---|---|---|---|
| 3-20-21 | | | | | |
| 40784 | PAMELA AALDERINK | | 03/20/2021 | 04/05/2021 | 300.00 |
| | VISION REIMBURSE | | | | |
| | 101-260.000-719.000 | INSURANCE BENEFITS | | | 300.00 |
| 87884386 | | | | | |
| 40807 | ABSOPURE WATER COMPANY | | 03/18/2021 | 04/05/2021 | 0.95 |
| | 86 CENTER | | | | |
| | 101-265.000-740.000 | SUPPLIES | | | 0.95 |
| 87884407 | | | | | |
| 40832 | ABSOPURE WATER COMPANY | | 03/18/2021 | 04/05/2021 | 65.25 |
| | 486 WATER ST | | | | |
| | 101-463.000-740.000 | SUPPLIES | | | 65.25 |
| )20 DRAIN ASSESS | | | | | |
| 40719 | ALLEGAN CO TREASURER | | 03/18/2021 | 03/18/2021 | 36,056.08 |
| | 2020 DRAIN AMOUNT | | | | |
| | 101-463.000-979.011 | CAPITAL OUTLAY-DRAINS | | | 36,056.08 |
| 133736 | | | | | |
| 40808 | B S & A SOFTWARE | | 03/17/2021 | 04/05/2021 | 7,635.00 |
| | 2ND INSTALLMENT CASH RECEIPTING, PAYROLL, TIMESHEET, COMUNITY DEVLOPMENT M | | | | |
| | 101-260.000-977.005 | COMPUTER HARDWARE/SOFTWARE | | | 7,635.00 |
| 27782 | | | | | |
| 40723 | BARBER FORD INC. | | 03/08/2021 | 04/05/2021 | 858.52 |
| | CAR 4 ALTERNATOR | | | | |
| | 101-301.000-930.004 | VEHICLE MAINTENANCE & REPAIRS | | | 858.52 |
| DOUGLAS 2020 | | | | | |
| 40736 | BOAT LIFTS UNLIMITED LTD | | 03/15/2021 | 04/05/2021 | 2,565.00 |
| | 2020 BOAT SEASON INSTALL AND REMOVE BOUYS | | | | |
| | 594-599.000-802.000 | CONTRACTUAL | | | 2,565.00 |
| 4297 | | | | | |
| 40729 | BURNETT & KASTRAN | | 02/04/2021 | 04/05/2021 | 348.00 |
| | PROFESSIONAL SERVICES POLICE | | | | |
| | 101-301.000-801.003 | CONTRACTUAL ATTORNEY PROSECUTE | | | 348.00 |
| 1ST QTR 2021 | | | | | |
| 40752 | PAUL BUSZKA | | 03/16/2021 | 04/05/2021 | 150.00 |
| | 1ST QTR PC 2021 | | | | |
| | 101-401.000-703.000 | WAGES | | | 150.00 |
| 3-22-21 | | | | | |
| 40809 | CODY CARPENTER | | 03/22/2021 | 04/05/2021 | 147.34 |
| | DPW UNIFORM REIMBURSEMENT | | | | |

| | | | | | |
|---|---|---|---|---|---|
| | 101-463.000-750.000 | UNIFORMS | | | 147.34 |
| 3-26-2021 | | | | | |
| 40833 | CODY CARPENTER | | 03/26/2021 | 04/05/2021 | 151.78 |
| | DPW UNIFORM REIMBURSE | | | | |
| | 101-463.000-750.000 | UNIFORMS | | | 151.78 |
| 3-15-21 | | | | | |
| 40769 | COMCAST | | 03/15/2021 | 04/05/2021 | 358.84 |
| | 47 CENTER | | | | |
| | 101-301.000-851.000 | TELEPHONE | | | 358.84 |
| 3-13-21 | | | | | |
| 40770 | COMCAST | | 03/15/2021 | 04/05/2021 | 370.63 |
| | 86 CENTER | | | | |
| | 101-265.000-851.000 | TELEPHONE | | | 370.63 |
| 3229 | | | | | |
| 40738 | COMMERCIAL RECORD | | 02/25/2021 | 04/05/2021 | 791.00 |
| | PLANNING AND BOR NOTICES | | | | |
| | 101-180.000-900.000 | PRINTING & PUBLISHING | | | 294.00 |
| | 101-401.000-900.000 | PRINTING & PUBLISHING | | | 497.00 |
| 206612954175 | | | | | |
| 40737 | CONSUMERS ENERGY | | 03/08/2021 | 04/05/2021 | 39.89 |
| | 250 WILEY RD | | | | |
| | 509-750.000-922.000 | UTILITIES | | | 39.89 |
| 206612963000 | | | | | |
| 40785 | CONSUMERS ENERGY | | 03/16/2021 | 04/05/2021 | 41.03 |
| | 503 W CENTER - CENTER ST LIGHTS | | | | |
| | 101-463.000-922.000 | UTILITIES | | | 41.03 |
| 205901267204 | | | | | |
| 40786 | CONSUMERS ENERGY | | 03/16/2021 | 04/05/2021 | 161.18 |
| | 86 CENTER ST | | | | |
| | 101-265.000-922.000 | UTILITIES | | | 161.18 |
| 205901267203 | | | | | |
| 40787 | CONSUMERS ENERGY | | 03/16/2021 | 04/05/2021 | 224.31 |
| | 47 CENTER ST | | | | |
| | 101-301.000-922.000 | UTILITIES | | | 224.31 |
| 202341629881 | | | | | |
| 40845 | CONSUMERS ENERGY | | 03/23/2021 | 04/05/2021 | 25.90 |
| | 177 WASHINGTON | | | | |
| | 594-597.000-922.000 | UTILITIES | | | 25.90 |
| 202341629880 | | | | | |
| 40846 | CONSUMERS ENERGY | | 03/23/2021 | 04/05/2021 | 14.67 |
| | 201 S WASHINGTON | | | | |
| | 594-597.000-922.000 | UTILITIES | | | 14.67 |
| RIS0003387080 | | | | | |
| 40774 | DELTA DENTAL | | 04/01/2021 | 04/05/2021 | 1,565.50 |
| | APRIL DENTAL | | | | |
| | 101-170.000-719.000 | INSURANCE BENEFITS | | | 69.57 |
| | 101-260.000-719.000 | INSURANCE BENEFITS | | | 203.34 |

| | | | | | |
|---|---|---|---|---|---|
| | 101-265.000-719.000 | INSURANCE BENEFITS | | | 40.53 |
| | 101-301.000-719.000 | INSURANCE BENEFITS | | | 609.70 |
| | 101-401.000-719.000 | INSURANCE BENEFITS | | | 69.57 |
| | 101-463.000-719.000 | INSURANCE BENEFITS | | | 74.70 |
| | 101-751.000-719.000 | INSURANCE BENEFITS | | | 3.69 |
| | 202-463.000-719.000 | INSURANCE BENEFITS | | | 250.30 |
| | 203-463.000-719.000 | INSURANCE BENEFITS | | | 244.10 |
| 1ST QTR 2021 | | | | | |
| 40746 | JEROME DONOVAN | | 03/16/2021 | 04/05/2021 | 300.00 |
| | 1ST QTR COUNCIL 2021 | | | | |
| | 101-101.000-703.000 | WAGES | | | 300.00 |
| 3-16-21 | | | | | |
| 40763 | MARIA DROZ | | 03/16/2021 | 04/05/2021 | 100.00 |
| | MARCH BOR | | | | |
| | 101-180.000-807.000 | BOARD OF REVIEW | | | 100.00 |
| S103936929.001 | | | | | |
| 40842 | ETNA SUPPLY CO. | | 03/15/2021 | 04/05/2021 | 110.00 |
| | 2 CENTER WALL HUNG LAV WHITE | | | | |
| | 101-751.000-930.000 | REPAIRS & MAINTENANCE: GENERAL | | | 110.00 |
| 3-30-21 | | | | | |
| 40838 | EXCELL CONCRETE SERVICE | | 03/30/2021 | 04/05/2021 | 9,240.00 |
| | SCHULTZ PARK APRON | | | | |
| | 509-750.000-979.000 | CAPITAL OUTLAY | | | 9,240.00 |
| 847630 | | | | | |
| 40727 | FLEIS & VANDENBRINK ENG., INC | | 03/08/2021 | 04/05/2021 | 4,100.00 |
| | CAMPBELL RD IMPROVEMENTS 2020 | | | | |
| | 203-463.000-806.000 | CONTRACTUAL ENGINEERING | | | 4,100.00 |
| 017767651 | | | | | |
| 40724 | GALLS | | 03/01/2021 | 04/05/2021 | 347.93 |
| | MARK GILES UNIFORM | | | | |
| | 101-301.000-750.000 | UNIFORMS | | | 347.93 |
| 017676619 | | | | | |
| 40725 | GALLS | | 03/01/2021 | 04/05/2021 | 68.46 |
| | TINO REYES UNIFORM | | | | |
| | 101-301.000-750.000 | UNIFORMS | | | 68.46 |
| 017659496 | | | | | |
| 40726 | GALLS | | 03/01/2021 | 04/05/2021 | 148.08 |
| | TINO REYES UNIFORM | | | | |
| | 101-301.000-750.000 | UNIFORMS | | | 148.08 |
| 1ST QTR 2021 | | | | | |
| 40750 | KELLI HENEGHAN | | 03/16/2021 | 04/05/2021 | 150.00 |
| | 1ST QTR PC 2021 | | | | |
| | 101-401.000-703.000 | WAGES | | | 150.00 |
| 3-19-21 | | | | | |
| 40773 | AMY HOWELL | | 03/15/2021 | 04/05/2021 | 300.00 |
| | COUNCIL MINUTES, KLHA MINUTES | | | | |
| | 101-101.000-862.000 | RECORDING CLERK | | | 200.00 |

| | | | | | |
|---|---|---|---|---|---|
| | 244-790.000-862.000 | RECORDING CLERK | | | 100.00 |
| 20167797 | | | | | |
| 40772 | I.T. RIGHT | | 03/15/2021 | 04/05/2021 | 380.00 |
| | MAV RENEWAL-4/29/21-4/28/22 | | | | |
| | 101-301.000-802.000 | CONTRACTUAL | | | 380.00 |
| 252624 | | | | | |
| 40766 | IHLE AUTO PARTS | | 02/12/2021 | 04/05/2021 | 8.07 |
| | HOSE CLAMP & TAPE | | | | |
| | 660-903.000-930.004 | VEHICLE MAINTENANCE & REPAIRS | | | 2.90 |
| | 101-265.000-740.000 | SUPPLIES | | | 5.17 |
| 252378 | | | | | |
| 40767 | IHLE AUTO PARTS | | 02/04/2021 | 04/05/2021 | 10.92 |
| | SPARK PLUG | | | | |
| | 101-265.000-930.000 | REPAIRS & MAINTENANCE: GENERAL | | | 10.92 |
| 2-27-21 | | | | | |
| 40768 | IHLE AUTO PARTS | | 02/27/2021 | 04/05/2021 | 3.42 |
| | SERVICE CHARGE | | | | |
| | 660-903.000-930.004 | VEHICLE MAINTENANCE & REPAIRS | | | 3.42 |
| 253098 | | | | | |
| 40810 | IHLE AUTO PARTS | | 03/02/2021 | 04/05/2021 | 8.46 |
| | DPW TOOLS | | | | |
| | 660-902.000-979.000 | CAPITAL OUTLAY | | | 8.46 |
| 251195 | | | | | |
| 40811 | IHLE AUTO PARTS | | 03/02/2021 | 04/05/2021 | 23.00 |
| | SPARK PLUG | | | | |
| | 660-903.000-930.004 | VEHICLE MAINTENANCE & REPAIRS | | | 23.00 |
| 251331 | | | | | |
| 40812 | IHLE AUTO PARTS | | 03/02/2021 | 04/05/2021 | 6.21 |
| | PURPLE POWER | | | | |
| | 101-265.000-740.000 | SUPPLIES | | | 6.21 |
| 3-16-21 | | | | | |
| 40764 | ROBERT JOON | | 03/16/2021 | 04/05/2021 | 150.00 |
| | MARCH BOR | | | | |
| | 101-180.000-807.000 | BOARD OF REVIEW | | | 150.00 |
| NEW BARN FEB21 | | | | | |
| 40788 | KALAMAZOO LAKE SEWER & WATER | | 03/15/2021 | 04/05/2021 | 61.03 |
| | 486 WATER ST NEW BARN | | | | |
| | 101-265.000-922.000 | UTILITIES | | | 61.03 |
| OLD BARN FEB21 | | | | | |
| 40789 | KALAMAZOO LAKE SEWER & WATER | | 03/15/2021 | 04/05/2021 | 45.98 |
| | 26 BAYOU DR OLD BARN | | | | |
| | 101-751.000-922.000 | UTILITIES | | | 45.98 |
| MAIN DRK FEB21 | | | | | |
| 40790 | KALAMAZOO LAKE SEWER & WATER | | 03/15/2021 | 04/05/2021 | 6.40 |
| | 25 MAIN DRINKING FOUNTAIN | | | | |
| | 101-751.000-922.000 | UTILITIES | | | 6.40 |
| LAKESHORE FEB21 | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| | 40791 | KALAMAZOO LAKE SEWER & WATER | 03/15/2021 | 04/05/2021 | 45.98 |
| | | 50 LAKESHORE DR BATHROOMS | | | |
| | | 101-751.000-922.000 UTILITIES | | | 45.98 |
| 10 MIXER FEB21 | | | | | |
| | 40792 | KALAMAZOO LAKE SEWER & WATER | 03/15/2021 | 04/05/2021 | 193.77 |
| | | 10 MIXER ST | | | |
| | | 101-265.000-922.000 UTILITIES | | | 193.77 |
| 86 CENTER FEB21 | | | | | |
| | 40793 | KALAMAZOO LAKE SEWER & WATER | 03/15/2021 | 04/05/2021 | 51.75 |
| | | 86 CENTER ST | | | |
| | | 101-265.000-922.000 UTILITIES | | | 51.75 |
| 47 CENTER FEB21 | | | | | |
| | 40794 | KALAMAZOO LAKE SEWER & WATER | 03/15/2021 | 04/05/2021 | 119.84 |
| | | 47 CENTER | | | |
| | | 101-301.000-922.000 UTILITIES | | | 119.84 |
| 5 MAIN IRR FEB21 | | | | | |
| | 40795 | KALAMAZOO LAKE SEWER & WATER | 03/15/2021 | 04/05/2021 | 32.00 |
| | | 25 MAIN ST IRRIGATION | | | |
| | | 101-751.000-922.000 UTILITIES | | | 32.00 |
| AYOUR IRR FEB21 | | | | | |
| | 40796 | KALAMAZOO LAKE SEWER & WATER | 03/15/2021 | 04/05/2021 | 16.00 |
| | | 26 BAYOU DR IRRIGATION | | | |
| | | 101-751.000-922.000 UTILITIES | | | 16.00 |
| 37 WASH FEB 21 | | | | | |
| | 40797 | KALAMAZOO LAKE SEWER & WATER | 03/15/2021 | 04/05/2021 | 114.95 |
| | | 37 WASHINGTON BATHROOMS | | | |
| | | 101-751.000-922.000 UTILITIES | | | 114.95 |
| 00 SCHULTZ FEB21 | | | | | |
| | 40798 | KALAMAZOO LAKE SEWER & WATER | 03/15/2021 | 04/05/2021 | 16.00 |
| | | 3100 SCHULTZ PARK DR | | | |
| | | 101-751.000-922.000 UTILITIES | | | 16.00 |
| | 173115 | | | | |
| | 40753 | KERKSTRA RESTROOM SERVICE | 03/16/2021 | 04/05/2021 | 90.00 |
| | | UNION ST BOAT LAUNCH | | | |
| | | 101-751.000-802.000 CONTRACTUAL | | | 90.00 |
| | 173116 | | | | |
| | 40754 | KERKSTRA RESTROOM SERVICE | 03/16/2021 | 04/05/2021 | 165.00 |
| | | PORTABLE RESTROOM - ROOT BEER BARREL - HANDICAP | | | |
| | | 101-751.000-802.000 CONTRACTUAL | | | 165.00 |
| | 173117 | | | | |
| | 40755 | KERKSTRA RESTROOM SERVICE | 03/16/2021 | 04/05/2021 | 165.00 |
| | | PORTABLE RESTROOM - WADES BAYOU HANDICAP | | | |
| | | 101-751.000-802.000 CONTRACTUAL | | | 165.00 |
| | 173118 | | | | |
| | 40756 | KERKSTRA RESTROOM SERVICE | 03/16/2021 | 04/05/2021 | 90.00 |
| | | PORTABLE RESTROOM - VETERANS MEMORIAL PARK | | | |
| | | 101-751.000-802.000 CONTRACTUAL | | | 90.00 |

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|---|---|---|---|---|---|
| 173119 | | | | | |
| 40757 | KERKSTRA RESTROOM SERVICE | | 03/16/2021 | 04/05/2021 | 90.00 |
| | PORTABLE RESTROOM - SCHULTZ PARK BOAT LAUNCH | | | | |
| | 101-751.000-802.000 | CONTRACTUAL | | | 90.00 |
| 173120 | | | | | |
| 40758 | KERKSTRA RESTROOM SERVICE | | 03/16/2021 | 04/05/2021 | 90.00 |
| | PORTABLE RESTROOM - SCHULTZ PARK | | | | |
| | 101-751.000-802.000 | CONTRACTUAL | | | 90.00 |
| 173927 | | | | | |
| 40847 | KERKSTRA RESTROOM SERVICE | | 03/23/2021 | 04/05/2021 | 155.00 |
| | DOUGLAS BEACH PARK HANDICAP RESTROOM | | | | |
| | 101-751.000-802.000 | CONTRACTUAL | | | 155.00 |
| 173926 | | | | | |
| 40848 | KERKSTRA RESTROOM SERVICE | | 03/23/2021 | 04/05/2021 | 155.00 |
| | BEERY FIELD HANDICAP | | | | |
| | 101-751.000-802.000 | CONTRACTUAL | | | 155.00 |
| 1ST QTR 2021 | | | | | |
| 40744 | PATRICIA LION | | 03/16/2021 | 04/05/2021 | 450.00 |
| | 1ST QTR COUNCIL 2021 | | | | |
| | 101-101.000-703.000 | WAGES | | | 450.00 |
| 3-16-21 | | | | | |
| 40765 | PAUL MARINEAU | | 03/16/2021 | 04/05/2021 | 150.00 |
| | MARCH BOR | | | | |
| | 101-180.000-807.000 | BOARD OF REVIEW | | | 150.00 |
| 1ST QTR 2021 | | | | | |
| 40748 | MATTHEW MCWEBB | | 03/16/2021 | 04/05/2021 | 150.00 |
| | 1ST QTR PC 2021 | | | | |
| | 101-401.000-703.000 | WAGES | | | 150.00 |
| 1ST QTR 2021 | | | | | |
| 40751 | LINDA MCINTYRE | | 03/16/2021 | 04/05/2021 | 200.00 |
| | 1ST QTR PC 2021 | | | | |
| | 101-401.000-703.000 | WAGES | | | 200.00 |
| 21599 | | | | | |
| 40804 | MENARDS - SOUTH HAVEN | | 03/04/2021 | 04/05/2021 | 92.40 |
| | SUPER GLUE GEL, FLEX SEAL SPRAY, CAULK CLEAR, B&G SUPPLIES | | | | |
| | 101-265.000-740.000 | SUPPLIES | | | 92.40 |
| 21887 | | | | | |
| 40805 | MENARDS - SOUTH HAVEN | | 03/10/2021 | 04/05/2021 | 2,137.48 |
| | DOCK SUPPLIES, SCHULTZ PARK, B&G SUPPLIES | | | | |
| | 594-598.000-974.000 | CONSTRUCTION | | | 2,105.62 |
| | 101-265.000-740.000 | SUPPLIES | | | 5.88 |
| | 509-750.000-930.000 | REPAIRS & MAINTENANCE: GENERAL | | | 25.98 |
| 22309 | | | | | |
| 40826 | MENARDS - SOUTH HAVEN | | 03/19/2021 | 04/05/2021 | 2,323.41 |
| | DOCK | | | | |
| | 594-598.000-974.000 | CONSTRUCTION | | | 2,323.41 |
| 22864 | | | | | |

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|---|---|---|---|---|---|
| 40843 | MENARDS - SOUTH HAVEN | | 03/31/2021 | 04/05/2021 | (510.77) |
| | RETURNS | | | | |
| | 594-598.000-974.000 | CONSTRUCTION | | | (510.77) |
| 22865 | | | | | |
| 40844 | MENARDS - SOUTH HAVEN | | 03/31/2021 | 04/05/2021 | 2,890.60 |
| | MARINA SUPPLIES, UNION ST DOCK | | | | |
| | 594-599.000-750.000 | SUPPLIES | | | 27.32 |
| | 101-751.000-929.000 | UNION REPAIRS & MAINTENANCE | | | 2,863.28 |
| 53740 | | | | | |
| 40824 | MENARDS-HOLLAND | | 03/15/2021 | 04/05/2021 | 35.98 |
| | THREAD IDENTIFIER | | | | |
| | 101-265.000-740.000 | SUPPLIES | | | 35.98 |
| 54152 | | | | | |
| 40825 | MENARDS-HOLLAND | | 03/22/2021 | 04/05/2021 | 652.45 |
| | BERRY FIELD | | | | |
| | 101-751.000-930.000 | REPAIRS & MAINTENANCE: GENERAL | | | 652.45 |
| 00117507-4 | | | | | |
| 40831 | MERS | | 03/31/2021 | 04/05/2021 | 11,397.56 |
| | MARCH MERS | | | | |
| | 101-170.000-721.000 | MERS BENEFITS | | | 83.52 |
| | 101-260.000-721.000 | MERS BENEFITS | | | 2,699.71 |
| | 101-265.000-721.000 | MERS BENEFITS | | | 291.43 |
| | 101-401.000-721.000 | MERS BENEFITS | | | 1,053.10 |
| | 101-463.000-721.000 | MERS BENEFITS | | | 624.35 |
| | 101-751.000-721.000 | MERS BENEFITS | | | 420.81 |
| | 101-301.000-721.000 | MERS BENEFITS | | | 4,304.74 |
| | 101-301.000-721.000 | MERS BENEFITS | | | 272.48 |
| | 202-463.000-721.000 | MERS BENEFITS | | | 801.48 |
| | 203-463.000-721.000 | MERS BENEFITS | | | 845.94 |
| 3640105854 | | | | | |
| 40778 | MICHIGAN GAS UTILITIES | | 03/18/2021 | 04/05/2021 | 190.76 |
| | 47 CENTER | | | | |
| | 101-301.000-922.000 | UTILITIES | | | 190.76 |
| 3638973205 | | | | | |
| 40779 | MICHIGAN GAS UTILITIES | | 03/18/2021 | 04/05/2021 | 132.44 |
| | 86 CENTER | | | | |
| | 101-265.000-922.000 | UTILITIES | | | 132.44 |
| 3639171590 | | | | | |
| 40780 | MICHIGAN GAS UTILITIES | | 03/18/2021 | 04/05/2021 | 162.50 |
| | 137 CENTER | | | | |
| | 101-265.000-922.000 | UTILITIES | | | 162.50 |
| 3639275788 | | | | | |
| 40781 | MICHIGAN GAS UTILITIES | | 03/18/2021 | 04/05/2021 | 511.04 |
| | 486 WATER | | | | |
| | 101-265.000-922.000 | UTILITIES | | | 511.04 |
| 3638 | | | | | |
| 40721 | MICHIGAN TWP. SERVICES ALLEGAN | | 03/05/2021 | 04/05/2021 | 4,242.60 |

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|---|---|---|---|---|---|
| | FEB PERMITS | | | | |
| | 101-401.000-804.000 | | | | 4,242.60 |
| 1ST QTR 21 | | | | | |
| 40741 | AARON MILLER | | 03/16/2021 | 04/05/2021 | 300.00 |
| | 1ST QTR COUNCIL 2021 | | | | |
| | 101-101.000-703.000 | WAGES | | | 300.00 |
| 1511153 | | | | | |
| 40740 | MILLER, CANFIELD, PADDOCK AND | | 03/08/2021 | 04/05/2021 | 228.00 |
| | GENERAL EMPLOYMENT MATTERS | | | | |
| | 101-210.000-801.000 | CONTRACTUAL ATTORNEY | | | 228.00 |
| 1ST QTR 2021 | | | | | |
| 40743 | KATHRYN MOORADIAN | | 03/16/2021 | 04/05/2021 | 250.00 |
| | 1ST QTR COUNCIL 2021 | | | | |
| | 101-101.000-703.000 | WAGES | | | 250.00 |
| 527612 | | | | | |
| 40830 | NEW DAWN LINEN SERVICE | | 03/23/2021 | 04/05/2021 | 36.75 |
| | COMMERCIAL CLEANING | | | | |
| | 101-265.000-802.000 | COMMERCIAL CLEANING | | | 12.00 |
| | 101-301.000-802.000 | COMMERCIAL CLEANING | | | 24.75 |
| 1ST QTR 2021 | | | | | |
| 40745 | CATHY NORTH | | 03/16/2021 | 04/05/2021 | 300.00 |
| | 1ST QTR COUNCIL 2021 | | | | |
| | 101-101.000-703.000 | WAGES | | | 300.00 |
| 770395 | | | | | |
| 40840 | NYE UNIFORM COMPANY | | 03/15/2021 | 04/05/2021 | 753.45 |
| | POLICE UNIFORMS | | | | |
| | 101-301.000-750.000 | UNIFORMS | | | 753.45 |
| 161685480001 | | | | | |
| 40776 | OFFICE DEPOT | | 03/10/2021 | 04/05/2021 | 84.25 |
| | POLICE OFFICE SUPPLIES | | | | |
| | 101-301.000-740.000 | SUPPLIES | | | 84.25 |
| 161715251001 | | | | | |
| 40777 | OFFICE DEPOT | | 03/10/2021 | 04/05/2021 | 7.99 |
| | POLICE OFFICE SUPPLIES | | | | |
| | 101-301.000-740.000 | SUPPLIES | | | 7.99 |
| D569560 | | | | | |
| 40761 | OVERISEL LUMBER CO. | | 02/15/2021 | 04/05/2021 | 27.57 |
| | LUMBER FOR BASE OF SILHOUTTES | | | | |
| | 225-728.000-726.020 | PROMOTIONS/EVENTS | | | 27.57 |
| D572897 | | | | | |
| 40814 | OVERISEL LUMBER CO. | | 03/08/2021 | 04/05/2021 | 21.60 |
| | SCHULTZ PARK DOCKS | | | | |
| | 509-750.000-930.000 | REPAIRS & MAINTENANCE: GENERAL | | | 21.60 |
| D573440 | | | | | |
| 40815 | OVERISEL LUMBER CO. | | 03/10/2021 | 04/05/2021 | 67.22 |
| | WADES BAYOU DOCK | | | | |
| | 594-598.000-974.000 | CONSTRUCTION | | | 67.22 |

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|---|---|---|---|---|---|
| D573458 | | | | | |
| 40816 | OVERISEL LUMBER CO. | | 03/10/2021 | 04/05/2021 | 16.49 |
| | WADES BAYOU DOCK | | | | |
| | 594-598.000-974.000 | CONSTRUCTION | | | 16.49 |
| D572564 | | | | | |
| 40817 | OVERISEL LUMBER CO. | | 03/05/2021 | 04/05/2021 | 20.14 |
| | FLOWER BOXES | | | | |
| | 101-751.000-930.000 | REPAIRS & MAINTENANCE: GENERAL | | | 20.14 |
| D573173 | | | | | |
| 40818 | OVERISEL LUMBER CO. | | 03/09/2021 | 04/05/2021 | 381.80 |
| | WADES BAYOU DOCK | | | | |
| | 594-598.000-974.000 | CONSTRUCTION | | | 381.80 |
| D574977 | | | | | |
| 40819 | OVERISEL LUMBER CO. | | 03/18/2021 | 04/05/2021 | 76.40 |
| | WADES BAYOU DOCK | | | | |
| | 594-598.000-974.000 | CONSTRUCTION | | | 76.40 |
| D572916 | | | | | |
| 40820 | OVERISEL LUMBER CO. | | 03/08/2021 | 04/05/2021 | 29.65 |
| | BEERY BATHROOMS | | | | |
| | 101-751.000-930.000 | REPAIRS & MAINTENANCE: GENERAL | | | 29.65 |
| D575012 | | | | | |
| 40821 | OVERISEL LUMBER CO. | | 03/18/2021 | 04/05/2021 | 34.75 |
| | WADRES BAYOU DOCK | | | | |
| | 594-598.000-974.000 | CONSTRUCTION | | | 34.75 |
| D574199 | | | | | |
| 40822 | OVERISEL LUMBER CO. | | 03/13/2021 | 04/05/2021 | 39.96 |
| | EQUIPMENT FOR SPEED INDICATOR SIGN | | | | |
| | 101-301.000-977.000 | EQUIPMENT | | | 39.96 |
| D575573 | | | | | |
| 40828 | OVERISEL LUMBER CO. | | 03/22/2021 | 04/05/2021 | 26.90 |
| | MARINA KEYS | | | | |
| | 594-599.000-750.000 | SUPPLIES | | | 26.90 |
| D575910 | | | | | |
| 40829 | OVERISEL LUMBER CO. | | 03/23/2021 | 04/05/2021 | 69.99 |
| | DUMP GATE | | | | |
| | 101-265.000-930.000 | REPAIRS & MAINTENANCE: GENERAL | | | 69.99 |
| D576663 | | | | | |
| 40836 | OVERISEL LUMBER CO. | | 03/26/2021 | 04/05/2021 | 143.88 |
| | DOCK | | | | |
| | 594-598.000-974.000 | CONSTRUCTION | | | 143.88 |
| D577073 | | | | | |
| 40841 | OVERISEL LUMBER CO. | | 03/29/2021 | 04/05/2021 | 179.02 |
| | DOCK | | | | |
| | 594-598.000-974.000 | CONSTRUCTION | | | 179.02 |
| 1ST QTR 2021 | | | | | |
| 40749 | LOUISE PATTISON | | 03/16/2021 | 04/05/2021 | 200.00 |
| | 1ST QTR PC 2021 | | | | |

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| | 101-401.000-703.000 | WAGES | | | 200.00 |
| 117 | | | | | |
| 40837 | PEARSON PROPERTIES | | 03/26/2021 | 04/05/2021 | 375.00 |
| | RENTED STORAGE SPACE FOR EQUIPMENT | | | | |
| | 594-599.000-802.000 | CONTRACTUAL | | | 375.00 |
| 10792675 | | | | | |
| 40735 | PLUNKETT COONEY | | 03/15/2021 | 04/05/2021 | 682.50 |
| | PROFESSIONAL SERVICES - GENERAL | | | | |
| | 101-401.000-801.000 | CONTRACTUAL ATTORNEY | | | 210.00 |
| | 101-210.000-801.000 | CONTRACTUAL ATTORNEY | | | 472.50 |
| 62398557 | | | | | |
| 40827 | PRAXAIR-LAKE WELDING SUPPLY | | 03/16/2021 | 04/05/2021 | 88.40 |
| | WELDING SUPPLIES | | | | |
| | 101-265.000-930.000 | REPAIRS & MAINTENANCE: GENERAL | | | 88.40 |
| 59823 | | | | | |
| 40730 | PREIN & NEWHOF | | 03/05/2021 | 04/05/2021 | 2,282.50 |
| | GENERAL CONSULTING | | | | |
| | 101-401.000-806.000 | UTLITY REVIEWS | | | 1,992.50 |
| | 101-751.000-806.000 | SCHULTZ PARK EASEMENT REVIEW | | | 116.00 |
| | 650-000.000-806.000 | WATER MATERIAL INVENTORY UPDATE | | | 174.00 |
| 59815 | | | | | |
| 40731 | PREIN & NEWHOF | | 03/05/2021 | 04/05/2021 | 348.00 |
| | 2017 WATER MAINS | | | | |
| | 650-000.000-806.000 | CONTRACTUAL ENGINEERING | | | 348.00 |
| 59819 | | | | | |
| 40732 | PREIN & NEWHOF | | 03/05/2021 | 04/05/2021 | 6,501.00 |
| | WILEY RD NON MOTORIZED PATHWAY | | | | |
| | 202-463.000-806.000 | CONTRACTUAL ENGINEERING | | | 6,501.00 |
| 59821 | | | | | |
| 40733 | PREIN & NEWHOF | | 03/05/2021 | 04/05/2021 | 8,411.50 |
| | UNION ST NON MOTORIZED PATHWWAY | | | | |
| | 203-463.000-806.000 | CONTRACTUAL ENGINEERING | | | 8,411.50 |
| 59825 | | | | | |
| 40734 | PREIN & NEWHOF | | 03/05/2021 | 04/05/2021 | 1,258.80 |
| | ST PETERS WATER MAIN | | | | |
| | 650-000.000-806.000 | CONTRACTUAL ENGINEERING | | | 1,258.80 |
| 210760001329 | | | | | |
| 40775 | PRIORITY HEALTH | | 03/16/2021 | 04/05/2021 | 21,236.05 |
| | APRIL HEALTH INSURANCE | | | | |
| | 101-170.000-719.000 | INSURANCE BENEFITS | | | 1,040.58 |
| | 101-260.000-719.000 | INSURANCE BENEFITS | | | 4,383.65 |
| | 101-265.000-719.000 | | | | 453.23 |
| | 101-301.000-719.000 | INSURANCE BENEFITS | | | 8,071.74 |
| | 101-401.000-719.000 | INSURANCE BENEFITS | | | 848.02 |
| | 101-463.000-719.000 | INSURANCE BENEFITS | | | 868.43 |
| | 101-751.000-719.000 | INSURANCE BENEFITS | | | 41.24 |
| | 202-463.000-719.000 | INSURANCE BENEFITS | | | 2,799.23 |

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| | 203-463.000-719.000 | INSURANCE BENEFITS | | | 2,729.93 |
| 3-16-21 | | | | | |
| 40759 | PATSY RAMSEY | | 03/16/2021 | 04/05/2021 | 119.18 |
| | REIMBURSE FOR SILHOUETTES | | | | |
| | 225-728.000-726.020 | PROMOTIONS/EVENTS | | | 119.18 |
| 42448 | | | | | |
| 40823 | RAY'S SERVICE CENTER, LLC | | 03/08/2021 | 04/05/2021 | 65.00 |
| | TOW CAR #4 | | | | |
| | 101-301.000-930.004 | VEHICLE MAINTENANCE & REPAIRS | | | 65.00 |
| 104798811 | | | | | |
| 40834 | RICOH U.S.A, INC. | | 03/24/2021 | 04/05/2021 | 203.10 |
| | POLICE COPIER LEASE | | | | |
| | 101-301.000-942.000 | LEASE- COPIER | | | 203.10 |
| 3-22-21 | | | | | |
| 40813 | SAUGATUCK CENTER FOR THE ARTS | | 03/22/2021 | 04/05/2021 | 450.00 |
| | DOUGLAS PARK PROJECT MARKET BOOTH | | | | |
| | 101-751.000-960.000 | MISCELLANEOUS | | | 450.00 |
| 21-0000444 | | | | | |
| 40835 | SAUGATUCK TWP FIRE DISTRICT | | 03/25/2021 | 04/05/2021 | 125.00 |
| | RENTAL INSPECTION 184 HAMILTON ST | | | | |
| | 101-401.000-802.000 | CONTRACTUAL | | | 125.00 |
| IST QTR 2021 | | | | | |
| 40742 | NEAL SEABERT | | 03/16/2021 | 04/05/2021 | 500.00 |
| | 1ST QTR COUNCIL & PC 2021 | | | | |
| | 101-101.000-703.000 | WAGES | | | 300.00 |
| | 101-401.000-703.000 | WAGES | | | 200.00 |
| 76952 | | | | | |
| 40739 | SOILS & STRUCTURES | | 03/15/2021 | 04/05/2021 | 2,500.00 |
| | GEOTECHNICAL SERVICES DOUGLAS BEACH ACCESS STAIRS | | | | |
| | 101-751.000-979.000 | CAPITAL OUTLAY | | | 2,500.00 |
| 3-15-21 | | | | | |
| 40771 | STANDARD INSURANCE COMPANY | | 03/15/2021 | 04/05/2021 | 507.99 |
| | APRIL LIFE INSURANCE | | | | |
| | 101-170.000-719.000 | INSURANCE BENEFITS | | | 38.20 |
| | 101-260.000-719.000 | INSURANCE BENEFITS | | | 93.14 |
| | 101-265.000-719.000 | INSURANCE BENEFITS | | | 12.51 |
| | 101-301.000-719.000 | INSURANCE BENEFITS | | | 152.94 |
| | 101-401.000-719.000 | INSURANCE BENEFITS | | | 38.20 |
| | 101-463.000-719.000 | INSURANCE BENEFITS | | | 19.28 |
| | 101-751.000-719.000 | INSURANCE BENEFITS | | | 1.14 |
| | 202-463.000-719.000 | INSURANCE BENEFITS | | | 77.25 |
| | 203-463.000-719.000 | INSURANCE BENEFITS | | | 75.33 |
| 116729 | | | | | |
| 40762 | TAYLOR RENTAL CENTER | | 03/12/2021 | 04/05/2021 | 310.00 |
| | GRINDER RENTAL | | | | |
| | 101-265.000-802.000 | CONTRACTUAL | | | 310.00 |
| 269031 | | | | | |

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| 40839 | THRUN LAW FIRM PC | | 03/31/2021 | 04/05/2021 | 122.00 |
| | PROFFESIONAL SERVICES | | | | |
| | 101-265.000-979.000 | CAPITAL OUTLAY | | | 122.00 |
| 131544533 | | | | | |
| 40806 | ULINE | | 03/19/2021 | 04/05/2021 | 985.83 |
| | 5 - 16 GALLON TRASH CAN - HALF ROUND | | | | |
| | 101-751.000-740.000 | SUPPLIES | | | 985.83 |
| 1ST QTR 2021 | | | | | |
| 40747 | MICHAEL VANLOON | | 03/16/2021 | 04/05/2021 | 300.00 |
| | 1ST QTR COUNCIL 2021 | | | | |
| | 101-101.000-703.000 | WAGES | | | 300.00 |
| MEMBER SERVICE | | | | | |
| MAR ADOBE | | | | | |
| 40720 | ADOBE ACROBAT PRO | | 03/13/2021 | 04/05/2021 | 210.95 |
| | MAR 13 - APRIL 12 ADOBE SUBS | | | | |
| | 101-170.000-740.000 | SUPPLIES | | | 36.99 |
| | 101-260.000-740.000 | SUPPLIES | | | 53.98 |
| | 101-401.000-740.000 | SUPPLIES | | | 99.99 |
| | 101-463.000-740.000 | SUPPLIES | | | 19.99 |
| 2741906-3553069 | | | | | |
| 40662 | AMAZON MARKETPLACE | | 02/19/2021 | 04/05/2021 | 89.70 |
| | ROCKETBOOKS, TRASH BAGS, OFFICE SUPPLIES | | | | |
| | 101-265.000-740.000 | SUPPLIES | | | 89.70 |
| 4340950-0716259 | | | | | |
| 40663 | AMAZON MARKETPLACE | | 02/19/2021 | 04/05/2021 | 11.99 |
| | GEL PENS | | | | |
| | 101-265.000-740.000 | SUPPLIES | | | 11.99 |
| 4168933-4713013 | | | | | |
| 40665 | AMAZON MARKETPLACE | | 02/23/2021 | 04/05/2021 | 355.97 |
| | COUNCIL SUPPLIES | | | | |
| | 101-101.000-740.000 | SUPPLIES | | | 355.97 |
| 2739457-0510634 | | | | | |
| 40694 | AMAZON MARKETPLACE | | 03/05/2021 | 04/05/2021 | 49.86 |
| | SNAP FIT WINDSCREEN, LEGAL PADS, FLAGS(SIGNING) | | | | |
| | 101-260.000-740.000 | SUPPLIES | | | 4.29 |
| | 101-265.000-740.000 | SUPPLIES | | | 8.99 |
| | 101-101.000-740.000 | SUPPLIES | | | 36.58 |
| 9812336-2501001 | | | | | |
| 40708 | AMAZON MARKETPLACE | | 03/09/2021 | 04/05/2021 | 93.99 |
| | ACER MONITOR | | | | |
| | 101-180.000-740.000 | SUPPLIES | | | 93.99 |
| 3-4-21 | | | | | |
| 40782 | DUNES VIEW KWIK SHOP, INC | | 03/04/2021 | 04/05/2021 | 9.00 |
| | CAR WASH | | | | |
| | 101-301.000-930.004 | VEHICLE MAINTENANCE & REPAIRS | | | 9.00 |
| 3-12-21 | | | | | |
| 40783 | DUNES VIEW KWIK SHOP, INC | | 03/12/2021 | 04/05/2021 | 9.00 |

| | | | | | |
|---|---|---|---|---|---|
| | CAR WASH | | | | |
| | 101-301.000-930.004 | VEHICLE MAINTENANCE & REPAIRS | | | 9.00 |
| 2-23-21 | | | | | |
| 40760 | GUARDIAN BREWING COMPANY | | 02/23/2021 | 04/05/2021 | 49.67 |
| | LUNCH WITH TRI CITY MANAGERS | | | | |
| | 101-170.000-863.000 | MEETINGS | | | 49.67 |
| 553553 | | | | | |
| 40802 | IHLE AUTO PARTS | | 03/16/2021 | 04/05/2021 | 105.98 |
| | 6 TON JACK STANDS | | | | |
| | 101-265.000-740.000 | SUPPLIES | | | 105.98 |
| 27514609 | | | | | |
| 40800 | MENARDS - SOUTH HAVEN | | 03/01/2021 | 04/05/2021 | 214.04 |
| | 17-GUIDESMAN 17 IN VINYL DOCK BUMPER | | | | |
| | 509-750.000-930.000 | REPAIRS & MAINTENANCE: GENERAL | | | 214.04 |
| 27514617 | | | | | |
| 40801 | MENARDS - SOUTH HAVEN | | 03/01/2021 | 04/05/2021 | 74.24 |
| | 5 - GUIDESMAN 17 IN VINYL DOCK BUMPER | | | | |
| | 509-750.000-930.000 | REPAIRS & MAINTENANCE: GENERAL | | | 74.24 |
| 0013737-IN | | | | | |
| 40799 | METROPOLITAN COMPOUNDS INC | | 02/24/2021 | 04/05/2021 | 635.55 |
| | ASHPHALT PATCH CASE | | | | |
| | 202-463.000-930.000 | REPAIRS & MAINTENANCE: GENERAL | | | 635.55 |
| 300006274 | | | | | |
| 40695 | MICH. ASSOC. OF CHIEFS OF POLICE | | 03/01/2021 | 04/05/2021 | 115.00 |
| | ANNUAL POLICE CHIEF DUES | | | | |
| | 101-301.000-908.000 | DUES/FEES/PUBLICATIONS | | | 115.00 |
| D573979 | | | | | |
| 40722 | OVERISEL LUMBER CO. | | 03/12/2021 | 04/05/2021 | 6.52 |
| | YELLOW DUCT TAPE | | | | |
| | 101-751.000-740.000 | SUPPLIES | | | 6.52 |
| 2-19-2021 | | | | | |
| 40667 | POSTMASTER | | 02/19/2021 | 04/05/2021 | 108.00 |
| | POSTAGE | | | | |
| | 101-401.000-864.000 | POSTAGE | | | 108.00 |
| -2-26-21 | | | | | |
| 40668 | POSTMASTER | | 02/26/2021 | 04/05/2021 | 108.00 |
| | POSTAGE | | | | |
| | 101-401.000-864.000 | POSTAGE | | | 108.00 |
| 94921290 | | | | | |
| 40680 | QUILL CORPORATION | | 03/04/2021 | 04/05/2021 | 145.20 |
| | BOND PAPER | | | | |
| | 101-401.000-900.000 | PRINTING & PUBLISHING | | | 145.20 |
| 0185815 | | | | | |
| 40664 | RMI PRINTING | | 02/22/2021 | 04/05/2021 | (380.00) |
| | REFUND WRONG PLAQUE ORDERED | | | | |
| | 594-597.000-979.000 | CAPITAL OUTLAY | | | (380.00) |
| 3-1-21 | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| 40669 | STAPLES | | 03/01/2021 | 04/05/2021 | 10.59 |
| | SUPPLIES | | | | |
| | 101-401.000-740.000 | SUPPLIES | | | 10.59 |
| 70470354 | | | | | |
| 40803 | ZOOM VIDEO COMMUNICATIONS, INC | | 02/24/2021 | 04/05/2021 | 29.98 |
| | ZOOM | | | | |
| | 101-101.000-955.000 | COUNCIL EXPENSE | | | 29.98 |
| MEMBER SERVICE | | | | | 2,053.23 |
| # of Invoices: | 138 # Due: 137 | Totals: | | | 147,849.23 |
| # of Credit Memos: | 2 # Due: 2 | Totals: | | | (890.77) |
| Net of Invoices and Credit Memos: | | | | | 146,958.46 |

--- TOTALS BY FUND ---

| | |
|---|---|
| 101 - GENERAL FUND | 100,333.16 |
| 202 - MAJOR STREET FUND | 11,064.81 |
| 203 - LOCAL STREETS FUND | 16,406.80 |
| 225 - DDA FUND | 146.75 |
| 244 - TRI-COMMUNITY HARBOR AUTHORITY | 100.00 |
| 509 - SCHULTZ PARK LAUNCH RAMP | 9,615.75 |
| 594 - DOUGLAS MARINA | 7,472.61 |
| 650 - WATER & SEWER FUND | 1,780.80 |
| 660 - EQUIPMENT RENTAL FUND | 37.78 |

--- TOTALS BY DEPT/ACTIVITY ---

| | |
|---|---|
| 000.000 - | 1,780.80 |
| 101.000 - LEGISLATIVE | 2,822.53 |
| 170.000 - MANAGER | 1,318.53 |
| 180.000 - ASSESSING | 787.99 |
| 210.000 - ATTORNEY | 700.50 |
| 260.000 - CLERK/TREASURER | 15,373.11 |
| 265.000 - BUILDING & GROUNDS | 3,418.60 |
| 301.000 - POLICE | 17,767.84 |
| 401.000 - PLANNING & ZONING | 10,597.77 |
| 463.000 - GENERAL STREETS & ROW | 65,539.84 |
| 597.000 - POINT PLEASANT | (339.43) |
| 598.000 - WADES BAYOU | 4,817.82 |
| 599.000 - DOUGLAS HARBOR AUTHORITY | 2,994.22 |
| 728.000 - DOWNTOWN DEVELOPMENT AUTHORITY | 146.75 |
| 750.000 - LAUNCH RAMPS | 9,615.75 |
| 751.000 - PARKS & RECREATION | 9,478.06 |
| 790.000 - HARBOR | 100.00 |
| 902.000 - DPW EQUIPMENT PURCHASES | 8.46 |
| 903.000 - EQUIP. REPAIRS & MAINTENANCE | 29.32 |

MODULES

## Pam Aalderink

**From:** City of Douglas
**Sent:** Monday, March 29, 2021 1:31 PM
**To:** Pam Aalderink
**Subject:** FW: Downtown Douglas 2021

**From:** Patricia Lion <PLion@ci.douglas.mi.us>
**Sent:** Monday, March 29, 2021 12:53 PM
**To:** City of Douglas <info@ci.douglas.mi.us>
**Subject:** Fw: Downtown Douglas 2021

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**From:** Linda McIntyre <linda.mcintyre@gmail.com>
**Sent:** Sunday, March 28, 2021 7:53 PM
**To:** Patricia Lion <PLion@ci.douglas.mi.us>
**Subject:** Downtown Douglas 2021

Hello Mayor Lion,

First, I want to thank you and the entire city government for your leadership over the past year--as challenging as the pandemic has been, it was heartening to see so much dedication and innovation on the part of both staff and elected officials.

Second, I hope that we, as a city, can build on the lessons we and others have learned from this experience to make this year extra special! For example, perhaps, building on the "bump-outs" used by some restaurants last summer, the city could experiment with closing a couple of blocks of Center Street occasionally, giving over the entire right-of-way to businesses, pop-ups, and maybe live music or other performances.

Many of us have seen this kind of program in other cities in Michigan and beyond; our beautiful summer weather, long stretches of daylight, and our downtown's proximity to the water suggest that it would work wonderfully here. I look forward to hearing more ideas from the government and local businesses, and I'd be happy to get involved as a citizen volunteer.

Best regards,

Linda McIntyre
298 McVea Drive

Seventh-day Adventist Church
MICHIGAN CONFERENCE

RECEIVED
MAR 2 3 2021
BY:

To Whom It May Concern,

I write today regarding evangelistic work that the Family Health and Education Resources ministry of the Seventh-day Adventist Church will soon be conducting in your community. Student literature evangelists will soon be going door-to-door distributing free religious literature, praying with community members, enrolling interested individuals in Bible Studies, and seeking donations to support the program.

The Literature evangelistic program of the Adventist Church has been in existence for well over 100 years and is an important part of the Church's missionary work and evangelism. As student literature evangelists they are following the Great Commission that Christ gave His followers in Matthew 28:18-20.

In order not to disturb the community or be bothersome this program usually runs from 10:00am to 9:00pm, May 30 – August 8, 2021. Further, all our students carry identification recognizing them as part of the Family Health and Education Resources Program. They also carry radios or cell phones to contact their onsite leader who can provide more information while in the field.

Some communities have ordinances governing door-to-door sales, canvassing or solicitations. However, the Supreme Court has protected door-to-door advocacy based upon the free exercise and speech clauses of the First Amendment. The Court has been particularly suspicious of any prior restraint on these activities such as requiring permit or registration process. If your city has an ordinance that it believes applies to our activities, I ask that you contact us as soon as possible so we can discuss this.

We believe our evangelistic activities fall squarely within the protected zone of the First Amendment. Unless we hear differently, we do not plan on applying for any permit or registering prior to beginning our missionary work.

It is our desire to work with local communities to avoid any potential problems. We are happy to provide more specific information regarding the program if you desire.

We look forward to working in your community and with your office as necessary.

**PLEASE FORWARD THIS INFORMATION TO YOUR LOCAL POLICE/SHERIFF DEPARTMENT.**

Please accept this letter as acknowledgment of our Family Health and Education Resources youth missionary project in your area. If you have any other questions, please don't hesitate to call us at [redacted]

Respectfully yours,

K. Metz

Kamil Metz
Literature Ministries Director

**As confirmation that you received this information, we would ask that you please fill out the following and fax this letter back to the number below. *We understand that your signature is not an endorsement of our project, but simply recognition of our presence in your community.***

**PLEASE PRINT**

Name of county: _____

Name of city/twp/village (circle one): _____

Received by: _____

**(Signature)** **(Print Name)**

Date: _____

**Return Fax Number:** [redacted]

**Return Email:** [redacted]

RECEIVED
MAR 10 2021
BY:

March, 9 2021

Douglas City Manager
Douglas Downtown Development Authority
Douglas City Council
86 West Center Street
Douglas, MI 49406
Re: Social District

City Manager, members of the DDA, and City Council

We are writing to ask that the City take advantage of the State of Michigan's initiative to allow municipalities to create Social Districts. We believe that this would be a tremendous asset to the entire community, as well as Douglas businesses. A Social District will be a draw that will help set us apart from other lakeshore destinations.

We are living in unprecedented times which calls for new and creative ways to mitigate the impact the pandemic has had on our businesses and our lives in general.

Similar to Michigan's recently created to-go liquor law, the Social District law was designed to help restaurants and bars take advantage of outdoor spaces, so their guests could safely social distance and be able to consume alcoholic beverages within an approved common area.

The law allowing for Social Districts was debated by lawmakers before its approval. It had been discussed 18 times by the Michigan legislature, spanning over two months before it was adopted into law. The final vote total was 225 yeas, 36 nays, 2 legislatures did not vote. Clearly due diligence was given, before it received overwhelming support by our state legislators. We hope it garners your support as well.

The city's previous approval which allowed us to serve in the city's R.O.W, gave us all a tremendous boost last year, thank you. It helped us serve more guests, while navigating the limitations of the seating capacity restrictions. We believe that Social Districts will do the same. Even with last season's increased R.O.W seating, most of us still fell well short of our normal seating capacity levels. Further, the State does not allow us to have a waiting area/lobby. The creation of a Social District would allow guest to enjoy a glass of wine or other beverage within the common area of the Social District, while waiting for their table and enjoying what downtown has to offer.

According to a survey in Eater Detroit, approximately 87% of those surveyed, preferred to be seated outside when dining services resumed. Only 52% said they'd be willing to sit inside at a table, & 33% said they'd feel comfortable sitting at a bar.

These statistics practically mirror what many of us have witnessed in our own establishments, and around the community. We believe a Social District would not only help all of Douglas' businesses, but it would also help create a fresh, new, vibrant feeling to the downtown, and allow us to compete on a level playing field, with other communities that have implemented Social Districts.

Sincerely yours,

Matt & Margaret Balmer, Everyday People Cafe

Jeff Vickers & Sam Kendall , Wild Dog Grille

Robert Mayo & Kimberly Bale, Borrowed Time

David Gregersen & Blake Hotz, Alley's All American Diner

Jerry & Ryan Alexander, The Cove

STATE OF MICHIGAN
JOCELYN BENSON, SECRETARY OF STATE
DEPARTMENT OF STATE
LANSING

November 20, 2020

Pamela Aalderink
City of Douglas
86 W. Center St.
Douglas, MI 49406

Dear Pamela,

In recognition of your dedication to the citizens of Michigan and the integrity of our democracy, please accept this letter and the enclosed certificate as a modest token of my deep appreciation for everything you have accomplished during this challenging election year.

What you achieved was no small undertaking. You implemented a major voter referendum during a global pandemic while facilitating record-breaking voter turnout. You showed once again that election administrators in cities, townships and counties across Michigan are tireless and highly ethical experts, capable of executing safe, secure, and accurate elections no matter the circumstances.

Again, I thank you for your service to your community, state, and our collective democracy. You have upheld one of the basic principles that sets our nation apart – the right of every eligible citizen to make their voice heard by casting a private ballot.

I hope that the coming holiday season is joyful and relaxing for you and your loved ones.

Sincerely,

Jocelyn Benson

Jocelyn Benson
Michigan Secretary of State

# CERTIFICATE OF RECOGNITION

IN HONOR OF

# Pamela Aalderink

## City of Douglas

In recognition of your tireless commitment in the 2020 election cycle to the implementation of new voting rights amidst a global pandemic and record-breaking voter turnout.

With gratitude on behalf of the great State of Michigan and the democracy and people we serve.

November 12, 2020

Date

Jocelyn Benson

Michigan Secretary of State

To: Rich LaBombard

From: Tracey Shafroth
271 Water Street
Douglas

Re: Various Issues
For 5 April 2021 Board Agenda

Date: 31 March 2021

Rich:

-The advent of Spring has come and with it increased traffic and speed along Water Street. Last summer the City agreed to do a traffic study along Water to determine if the speed limit of 15mph at both curves was being obeyed. The study was not executed until the fall when traffic had decreased.

Neighbors along Water Street remain concerned at the safety issues for ourselves, bikers and walkers who regularly use Water Street. I would appreciate if the City could report out on the traffic study that was done and comment on toward traffic calming measures to be implemented before summer arrives.

-Several months ago I forwarded a first take on a proposed ordinance to begin to address erosion issues related to the bluff along Lakeshore. This came as a result of the draining at 3075 Lakeshore Drive. I think I recall that the City indicated that they were working on an ordinance. I am wondering where the City stands on developing an ordinance that will protect Lakeshore Drive as well as citizens from costly errors committed by private owners.

-Finally, we have spoken for several months about pulling the City Council, Planning Commission, Brownfield Authority and the public together to begin a conversation about the Hayworth property. Does the City still have the intention of convening that meeting?

Thank you for you hard work and I look forward to addressing these issues going forward.

Best,

Tracey Shafroth

April 1, 2021

Planning Commission
City of the Village of Douglas
86 W Center Street
Douglas, MI 49406

Re: Rezoning of 30 Hamilton Street

Dear Commissioners,

Our family recently purchased 45 Ferry Street, one of four and eventually five single-family homes that back up to the subject property. Our house is built in the R-4 Harbor Residential District and represents how most of R-4 land has been developed when Tower Marina is excluded. The concern we have is that the R-4 District is being viewed not as residential but as a warehouse/large scale marina storage district.

It is undeniably clear, starting with the district name "Harbor Residential District" that the predominant use of R-4 land should be residential. We ask the Commission to publicly read and discuss **Section 7.01 Intent**. This section almost exclusively promotes residential development but when it briefly refers to" limited" nonresidential land uses, the ordinance circles back to the protection and support of residential neighborhoods. The terms used are "aesthetically compatible", "supporting the desired character', "stabilize" and "preserve the visual integrity".

If we look at **Section 7.02 District Summary**, marinas and marina storage facilities are not listed as a Permitted Use and would require a Special Land Use. However, this section does not clearly allow a Special Land Use for strictly marina storage. When referring to **Section 26.20 Marias and Minor Marinas**, it should be demonstrated how this section supports the applicants desired storage development and if the added restrictions in this section can even be met.

When analyzing this property based on land use and not just zoning districts, it is clear that residential and residential mixed-use development are the dominant land uses in the area. The warehouse/storage buildings on Hamilton and Westshore are an isolated island completely surrounded by condominiums, single family homes, existing and proposed mixed-use developments. It cannot be argued that towering metal buildings represent the predominant character of the surrounding neighborhoods and how such development will preserve the visual integrity as required in the ordinance.

We ask you to carefully consider what this zoning change means. R-4 with huge metal buildings fails to follow the intent of the ordinance and does not protect families and homeowners. The Tri-Community Comprehensive plan as mentioned in this section states "R-4 is intended to implement the planned residential and recreational character". Please do not rezone this property at this time.

Sincerely,

SIGNATURES

NAMES

AnnaMaria Anderson 45 Ferry
Darryl Anderson 45 Ferry

# NOTICE OF PUBLIC HEARING

## City of the Village of Douglas
## City Council

The City Council of the City of the Village of Douglas will conduct a remote public hearing at 7:00 pm on Monday, April 5th, 2021, to consider recommendation of the Douglas Planning Commission and the first reading of the proposed amendment to the City of the Village of Douglas Zoning Ordinance (Ordinance No. 02-2009, as amended).

The City of Douglas ("Applicant") seeks amendment of the classification of uses reflected in the: Table of Contents; Article 3: Zoning Districts and Map; and Article 26: Special Use Standards, of the Zoning Ordinance. The application has been submitted in response to petition of one (1) or more property owner: to meet the need for new or additional uses; to correct error in the Ordinance; to conform to changed conditions and other ordinances; and to further protect the neighborhoods of the City, pursuant to Section 28.01 of that Ordinance.

Interested persons may submit comments in writing up to and during the public hearing on Monday, April 5th, 2021 or appear in person at the public hearing to become part of the record of the hearing. The City of Douglas will provide for necessary and reasonable aids and services for disabled persons upon 7 days prior notice to the City Offices at (269) 857-1438.

Dated: March 15, 2021
Published: March 18, 2021

Pamela Aalderink, CMC
City of the Village of Douglas Clerk

**To:** **City Council**

**From:** **Nicholas Wikar**
**Planning and Zoning Administrator**

**Date:** **April 2, 2021**

**Subject:** **An Ordinance to Amend the Zoning Ordinance of the City of the Village of Douglas (Ordinance 01-2021)**

The administration zoning requires routine review and maintenance of local ordinances, and at times the development of standards that result in a more desirable community and quality of life. This proposed amendment to the City of the Village of Douglas Zoning Ordinance is being brought to City Council by the Planning and Zoning Administrator acting as the "Applicant." This amendment responds to a list of known to the Definitions, Table of Land Uses and their related provisions, and Special Use Standards, on behalf of the City of Douglas.

In recent years, City Council has approved several amendments to the Zoning Ordinance (including numerous land divisions and applications for rezoning) that have not been codified into the Ordinance itself. Most recently in January 2020, City Council completed the process of repealing Chapter 113 of the Code of Ordinances, replacing it with Ordinance No. 01-2020 and Ordinance No. 02-2020, which overhauled the City's marihuana policies, without reflecting those changes in the Ordinance. This appears to have occurred with each variation or version of marihuana provisions since 2012, have been similarly neglected or hastily attempted for years with the Ordinance still reflecting some land use classifications and standards that Council has since repealed and replaced in some cases multiple times. Without consistent attention, audit, and maintenance, considerable difficulty is lent to interpretation and administration of the provisions therein -with errors and lack of completeness, inconsistency, and conflicting regulations occurring throughout.

Since then, the Department has been forced to consider and respond to other indicators that amendment of the Zoning Ordinance. In recent months, the Department of Planning and Community has received numerous petitions by property owners and those with vested rights to rezone and/or amend land uses for properties in the immediate vicinity of each other, and with a higher frequency in some districts more than others. The Planning Commission has made recommendation in favor petitions that the City Council shall consider, related to pending applications including but not limited to:

1. Petition for amendment to Section 3.11 Table of Land Uses and for the creation/clarifying of Definitions and Performance Standards for Marine Storage.

2. Petition for amendment to Section 16.34 Marihuana Facilities, to regulate curbside and pick-up activity with the intent of limiting nuisances to adjacent properties by extending to those uses int eh C-2 General Commercial District the existing Drive-In/Drive-Through Establishment provisions.
3. Petition to rezone St. Peter's Subdivision from R-2 Residential District to the R-4 Harbor Residential District -consistent with *all* adjacent properties on 3 of 4 sides zoned R-4, the Our Douglas Vision Master Plan, and Future Land Use map.

Each of these petitions received unanimous support of the Planning Commissioners since January 2021. When taken into consideration that the Zoning Board of Appeals in late 2020 reviewed two application for variance, ruling in favor for both -one of which unanimously granting a variance against the scope of regulation as it pertains to Places of Public assembly.

With it recognized that work needs to be done to address these and other concerns immediately, a limited internal audit of the Ordinance resulted in this amendment package is now being brought for Review for Approval by City Council. It is not the interest of the Department to address all the concerns immediately, or necessarily get the approval of every provision brought without alteration or application of conditions of approval. In contrary, the intent is to arrive at workable and acceptable outcomes through the dialogue the first and opportunity the second reading brings. Amongst the most pressing for consideration are 1.) the desire to recodify and correct error in Ordinance No. 02-2009, as amended; 2.) to codify and amend Section 16.34 Marihuana Facilities (Ordinance No. 02-2020) for provisions that mitigate nuisances of curbside/pick-up service to adjacencies; 3.) to provide Special Use Standards for new and existing use classifications; 4.) to clarify certain provisions of the ordinance; and, to repeal all ordinances or parts of ordinances in conflict therewith.

*There is limited financial burden or cost associated with this amendment to and codification of the Zoning Ordinance of the City of the Village of Douglas beyond that of an hourly rate for the time dedicated by City Staff toward the development, legal review, and publication of these provisions.*

**It is recommended the Douglas City Council consider and approve or approve with conditions Ordinance 01-2021 and amendment to the City of the Village of Douglas Zoning Ordinance, Ordinance No. 02-2009, as amended, and codified through 2015.**

**CITY OF THE VILLAGE OF DOUGLAS**
**ALLEGAN COUNTY, MICHIGAN**
**ORDINANCE NO. 01-2021**

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF THE VILLAGE OF DOUGLAS**

An Ordinance to amend the City of the Village of Douglas Zoning Ordinance; to recodify and correct error in Ordinance No. 02-2009, as amended; to codify and amend Section 16.34 Marihuana Facilities (Ordinance No. 02-2020); to provide Special Use Standards for new and existing use classifications; to clarify certain provisions of the ordinance; and, to repeal all ordinances or parts of ordinances in conflict therewith.

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

**Section 1. Amendment of Table of Contents.** Table of Contents (pages i-vi) of Ordinance No. 02-2009 is hereby amended to correct numbering/error in the Ordinance; to conform with Ordinance 01-2020 and Repealer to replace Chapter 113; and to meet public need for new or additional land uses in conformance Ordinance No. 02-2020 and the additional provisions herein Ordinance 01-2021, recodifying pages 24-31, 104, 123-236 which shall read as follows:


| | |
|---|---|
| **Section 2.15 Definitions Beginning with the Letter "N":** | **Page 27** |
| **Section 2.16 Definitions Beginning with the Letter "O":** | **Page 28** |
| **Section 2.17 Definitions Beginning with the Letter "P":** | **Page 29** |
| **Section 2.18 Definitions Beginning with the letter "Q":** | **Page 31** |
| **Section 16.17 Reserved for Future Use:** | **Page 104** |
| **Section 16.34 Marihuana Facilities:** | **Page 123** |
| **Section 26.21 Marine Hardware Sales and Service/Marine Storage:** | **Page 216** |
| **Section 26.34 Short-Term Rental Units:** | **Page 230** |
| **Article 27: Planned Unit Development District:** | **Page 236** |


***(See attached: Exhibit "A" – TABLE OF CONTENTS)***

**Section 2. Amendment of Article 2: Definitions; Section 2.04 Definitions Beginning with the Letter "C".** Section 2.04 of Ordinance No. 02-2009 is hereby amended to codify definitions in conformance with Ord. 02-2020, Section 1.

***(See attached: Exhibit "B", Page 1 of 9 - CITY PERMIT OR PERMIT.)***

**Section 3. Amendment of Article 2: Definitions; Section 2.13 Definitions Beginning with the Letter "L".** Section 2.13 of Ordinance No. 02-2009 is hereby amended to codify definitions in conformance with Ord. 02-2020, Section 1.

***(See attached: Exhibit "B", Pages 2 & 3 of 9 – LARA; LICENSEE.)***

**Section 4. Amendment of Article 2: Definitions; Section 2.14 Definitions Beginning with the Letter "M".** Section 2.14 of Ordinance No. 02-2009 is hereby amended to codify definitions in conformance with Ord. 02-2020, Section 1.

***(See attached: Exhibit "B", Pages 4, 5, 6 of 9 - MARIHUANA FACILITY; MARIHUANA-INFUSED PRODUCT; MARIHUANA RETAILER; MARIJUANA.)***

**Section 5. Amendment of Article 2: Definitions; Section 2.14 Definitions Beginning with the Letter "M", to Add New/Clarify Existing Land Use.** Section 2.14 of Ordinance No. 02-2009 is hereby amended to add the new/existing land use which shall read as follows:

***Section 2.14 Definitions Beginning with the Letter "M":***

*MARINE STORAGE. A boat building or enclosed storage establishment in which marine equipment and boats or other watercraft and their accessories are stored.*

**Section 6. Amendment of Article 2: Definitions; Section 2.17 Definitions Beginning with the Letter "P".** Section 2.17 of Ordinance No. 02-2009 is hereby amended to codify definitions in conformance with Ord. 02-2020, Section 1.

***(See attached: Exhibit "B", Pages 7 & 8 of 9 - PERSON; PROVISIONING CENTER.)***

**Section 7. Amendment of Article 2: Definitions; Section 2.20 Definitions Beginning with the Letter "S".** Section 2.20 of Ordinance No. 02-2009 is hereby amended to codify definitions in conformance with Ord. 02-2020, Section 1.

***(See attached: Exhibit "B", Page 9 of 9 - STATE MARIHUANA LICENSE.)***

**Section 8. Amendment of Article 3: Zoning Districts and Maps; Section 3.11 Table of Land Uses.** Section 3.11 "Uses Permitted by Right and Special Land Uses" of the City of the Village of Douglas Zoning Ordinance (Ord. 02-2009) is hereby amended to correct error in duplicative and/or repealed regulations, shall add new, reflect existing, and correct conflicting land uses.

***(See attached: Exhibit "C" - Section 3.11 Table of Land Uses)***

**Section 9. Amendment of Article 16: General Provisions; to Create Section 16.17 Reserved for Future Use.** To correct error in the numbering sequence assigned to sections within Article 16: General Provisions, Ordinance No. 02-2009 is hereby amended, to name the missing section for future use to read as follows:

***Section 16.17 Reserved for Future Use***.

***(See attached: Exhibit "D" – Excerpt, Article 16: General Provisions, Page 104)***

**Section 10. Amendment of Article 16: General Provisions; to Codify and Amend Section 16.34 Marihuana Facilities and Additional Conditions Applied.** Section 16.34 of Ordinance No. 02-2009 is hereby amended to codify General Provisions for Marihuana Facilities in conformance with Ordinance No. 02-2020, Section 1. Amendment of Section 16.34 is necessary to correct error in the numbering of provisions 4 through 6, with Section 16.34(6)(f)

amended given the existing Special Use Standards for Drive-In/Drive-Through Establishments, to provide regulatory clarity for activities related new/existing curbside and pick-up services, to read as follows:

***Section 16.34 Marihuana Facilities***.

*6) Marihuana Facilities – Additional conditions.*

*f. A Marihuana Facility zoned C-2 shall be permitted to provide curbside service or utilize a drive-through, pick-up, or walk-up window with a Special Use Permit, subject to the provisions of Section 26.12 of this Ordinance.*

***(See attached: Exhibit "E" – Excerpt, Article 16: General Provisions, Section 16.34 Marihuana Facilities)***

**Section 11. Amendment of Article 26: Special Use Standards; Section 26.21 Marine Hardware Sales and Service/Marine Storage, Add New/Clarify Existing Land Use.** Section 26.21 of Ordinance No. 02-2009 is hereby amended, necessary to correct error -replacing the Medical Marijuana Growing Operation land use classification repealed within Chapter 113 (Ordinance No. 01-2020). Section 26.21 shall be amended to provide Special Use Standards for new and existing Marine Hardware Sales and Service/Marine Storage uses, to read as follows:

***Section 26.21 Marine Hardware Sales and Service/Marine Storage.***

*1) Permitted Locations. Marine Hardware Sales and Service/Marine Storage shall be permitted by Special Use Permit in the R-4 Harbor Residential, C-2 General Commercial, and L-1 Light Industrial Districts.*

*2) Prohibited Locations. Marine Hardware Sales and Service/Marine Storage shall not be permissible in the R-4 Harbor Residential District, where the principal building is a single-family dwelling on fifty (50) percent or more of the adjacent properties.*

*3) Site Requirements:*

*a) Shall not exceed the Site and Building placement standards of the underlying zoned district.*

*b) If located in the R-4 Harbor Residential District, the entire site excluding the portion occupied by the building and landscaping, shall be surfaced with concrete, bituminous surfacing, or other poured/paved permeable surfacing to control dust and provide adequate drainage.*

*c) Shall conform with the standards of Article 18: Access Control and*

*Private Roads.*

d) *Parking Space Requirements. Shall provide one (1) vehicle and trailer parking space for each 1600 square feet of the gross floor area or every three (3) boats or watercraft stored at the facility, whichever is greater, plus one (1) standard parking space for each employee on the largest work shift.*

e) *Light, sound, and activities shall not have any adverse effect on adjacent properties or public rights-of-way.*

4) *Buffer Requirements. All exterior lighting and off-street parking and loading areas on properties in the R-4 Harbor Residential shall be in accordance with Section 19.05.*

5) *Performance Standards.*

a) *All marine equipment, boats, watercraft and accessories (including trailers and tow equipment) on site shall be stored indoors.*

b) *Temporary outdoor staging, movement, and parking of marine accessories, equipment, boats and watercraft is permissible, but shall not remain static or unmoved for more eighteen (18) consecutive hours and shall not be permissible overnight.*

c) *All Marine Hardware Sales and Service/Marine Storage activities and hours of operation conducted on the site of non-waterfront properties in the R-4 Harbor Residential District shall be limited to occurring between 5AM and 9PM, daily.*

**Section 12. Amendment of Article 26: Special Use Standards; Section 26.27 Place of Public Assembly, Clarify Existing Land Use.** Section 26.27 of Ordinance No. 02-2009 is hereby amended to clarify the applicability of existing Special Use Standards for Places of Public Assembly, to read as follows:

***Section 26.27 Place of Public Assembly.***

1) *Locational Requirements:*
   a) *Small Places of Public Assembly are permitted by Special Use Permit in the R-1, R-2, and R-4 districts.*
   b) *Large Places of Public Assembly are permitted by Special Use Permit in the R-4, R-5, and R-6 districts.*
2) *Performance Standards.*
   a) *Small Places of Public Assembly*
      i. *All signs shall be in compliance with the provisions of Section 16.26 of this Ordinance.*
      ii. *All exterior lighting shall be in accordance with Section 19.05(6) and 24.03(9) hereof.*
      iii. *All off-street parking shall be in compliance with Article 19 of this Ordinance.*

*iv. Landscaping and Buffering shall be provided in accordance with Article 21 of this Zoning Ordinance.*

*b) Large Places of Public Assembly*

*i. Large Places of Public Assembly shall be in compliance with the provisions of Section 26.27(2)(a) of this Ordinance.*

*ii. A Large Place of Public Assembly shall be adjacent to or accessed primarily from a major street segment, as defined herein.*

**Section 13. Amendment of Article 26: Special Use Standards; Section 26.34 Short-Term Rental Units, Clarify Existing Land Use.** Section 26.34 of Ordinance No. 02-2009 is hereby amended to clarify existing Special Use Standards and their applicability to Short-Term Rental Units zoned C-1, to read as follows:

***Section 26.34 Short-Term Rental Units.***

*1) Locational Requirements: Short-Term Rental Units are permitted by Special Use Permit in the C-1 Village Center District, specifically approved by the Planning Commission.*

*2) Site Requirements: The parcel must be large enough to meet all the requirements of a lot in this district and the requirements below.*

*3) Performance Standards.*

*a) Short-Term Rental Units shall be in compliance with the provisions of Section 16.33 of this Ordinance.*

*b) All signs shall be in compliance with the provisions of Section 16.26 of this Ordinance.*

*c) All parking shall be in compliance with the provisions of Article 19 of this Ordinance.*

*d) Landscaping and Buffering shall be provided in accordance with Article 21 of this Zoning Ordinance.*

*e) All exterior lighting shall be in accordance with Section 19.05(6) and 24.03(9) hereof.*

**Section 14. Severability; Paragraph Headings.** 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. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be part of this Ordinance.

**Section 15. Repealer.** All other ordinances or portions of ordinances inconsistent with this Ordinance are hereby repealed.

**Section 16. 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.

**Section 17. Effective Date.** This Ordinance shall become effective twenty (20) days after the date of publication.

Ordinance Offered by:

Ordinance Supported by:

Ayes:

Nays: None

Abstain: None

Absent: None

**ORDINANCE DECLARED ADOPTED.**

_____ _____

Patricia Lion, Mayor Date

_____ _____

Pamela Aalderink, CMC, City Clerk Date

Ordinance Adoption Date: _____

Ordinance Effective Date: _____ (20 days after adoption and publication)

## CERTIFICATE

I hereby certify that the foregoing Ordinance was adopted by the City Council of the City of the Village of Douglas at a meeting held on April 5, 2021 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the City Charter and the Open Meetings Act, Public Act 267 of 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

_____

Pamela Aalderink, CMC, City Clerk

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b. Child Group Day Care Home. A private home in which seven (7) but not more than twelve (12) children are received for care and supervision for periods less than twenty-four (24) hours a day unattended by a parent or legal guardian, excepting children related to an adult member of the family by blood, marriage or adoption. It includes a home that gives care to an unrelated child for more than four (4) weeks in a calendar year.

c. Child Care Center. A facility, other than a private residence, receiving more than one (1) or more children for care and supervision for periods less than twenty-four (24) hours, and where the parents or guardians are not immediately available to the child.

CHILD FOSTER FAMILY FACILITY. Means the following:

a. Foster Care Family Home. A private home in which one (1) but not more than four (4) minor children, who are not related to an adult member of the household by blood, marriage, or who are not placed in the household pursuant to the adoption code, Chapter X of Act No. 288 of the Public Acts of 1939, being sections 710.21 to 710.70 of the Michigan Compiled Laws, are given care and supervision for twenty- four (24) hours a day, for four (4) or more days a week, for two (2) or more consecutive weeks, unattended by a parent or legal guardian.

b. Foster Care Family Group Home. A private home in which more than four (4) but fewer than seven (7) minor children, who are not related to an adult member of the household by blood, marriage, or who are not placed in the household pursuant to Chapter X of Act No. 288 of Public Acts of 1939, are provided care for twenty-four (24) hours a day, for four (4) or more days a week, for two (2) or more consecutive weeks, unattended by a parent or legal guardian.

CHURCH. See religious facility.

CITY PERMIT OR PERMIT. Unless the context requires a different meaning, means a valid permit that is issued under Chapter 113 of the City of the Village of Douglas Code of Ordinances.

CLUB. An organization of persons for special purposes or for the promulgation of sports, arts, science, literature, politics, agriculture or similar activities, but not operated for profit and open only to members and not the general public.

COLUMBARIUM. A building or structure substantially exposed above ground intended to be used for the interment of remains of a deceased person.

COMMON PARTY WALL. A wall shared in common between abutting dwelling units, between abutting nonresidential principal structures, or between a principal structure and a garage or similar attached structure.

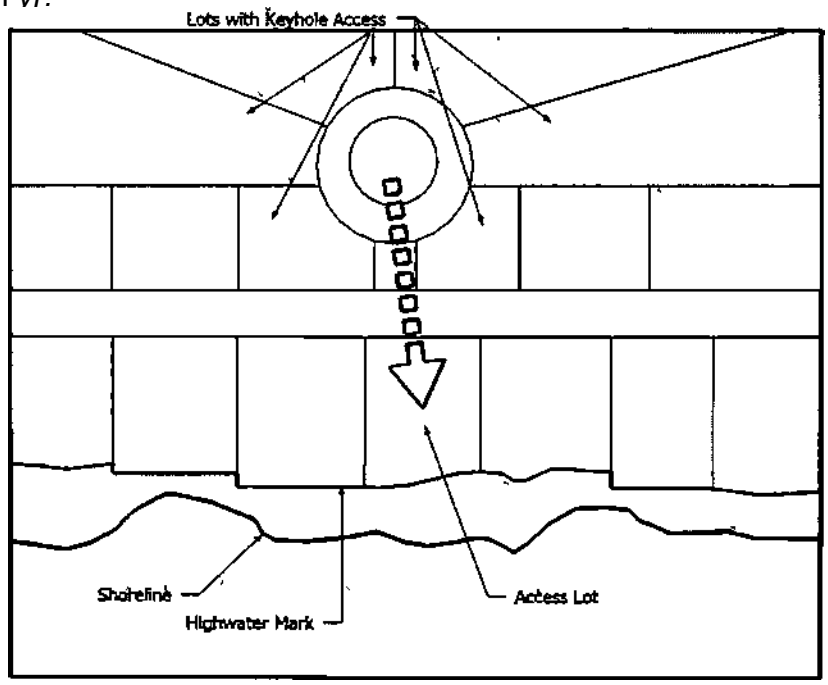
JUNK YARD/AUTO SALVAGE. Any area of land including building thereon which is used primarily for the collecting, storage and/or sale of waste paper, rags, scrap metal or discarded material; or for the collecting, dismantling, storage or salvaging of machinery of vehicles not in running condition, and for the sale of parts thereof. Two (2) or more motor vehicles stored outside without current license plates for a period of thirty (30) days shall constitute a junkyard.

**Section 2.12 Definitions Beginning with the Letter "K":**

KENNEL. Any lot or premises used for breeding, commercial sale, boarding, or treatment of more than four (4) dogs, cats, or other domestic pets.

KEYHOLE DEVELOPMENT. A type of land use in which one shoreline lot serves as an access point for several other nearby lots which do not have direct waterfront access.

Figure 2-5 Keyhole Development




**Section 2.13 Definitions Beginning with the Letter "L":**

LARA. The Michigan Department of Licensing and Regulatory Affairs

LABORATORY. A facility for scientific laboratory research in technology intensive fields. Examples include biotechnology, pharmaceuticals, genetics, plastics, polymers, resins, coatings, fibers, fabrics, heat transfer, and radiation research facilities.

LAND DIVISION. A land division as defined in the Land Division Act of the State of Michigan, being Public Act 288 of 1967, as amended.

LAUNDRY ESTABLISHMENT. A facility where patrons wash and/or dry clothing or other fabrics in machines operated by the patron.

LIBRARY. A public facility for the use, but not sale, of literary, musical, artistic or reference materials.

LICENSEE. As used in the context of Marihuana, a person holding a State Marihuana License.

LIGHT INDUSTRY. Any industrial or warehousing operation that meets the standards of this Ordinance; and which is totally contained inside an enclosure and whose operation is totally screened from view, and which does not create excessive off-site noise or pollution and does not make excessive demands on public roads, water and sewage facilities or other community facilities.

LIVESTOCK. Cattle, sheep, goats, swine, horses, poultry, and other animals or fowl, which are being produced primarily for use as food, feed or fiber.

LOADING SPACE. An off-street space on the same lot with a building, or group of buildings, for the temporary parking of a vehicle while loading or unloading merchandise, materials or passengers.

LOT. A plat, plot or parcel of land occupied, or designed to be occupied by one building and the accessory buildings or permitted uses customarily incidental to it, including such open spaces as are arranged and designed to be used in connection with such buildings. A lot may or may not be the land shown on a duly recorded plat and includes a condominium unit in a condominium subdivision where land is associated with the structure.

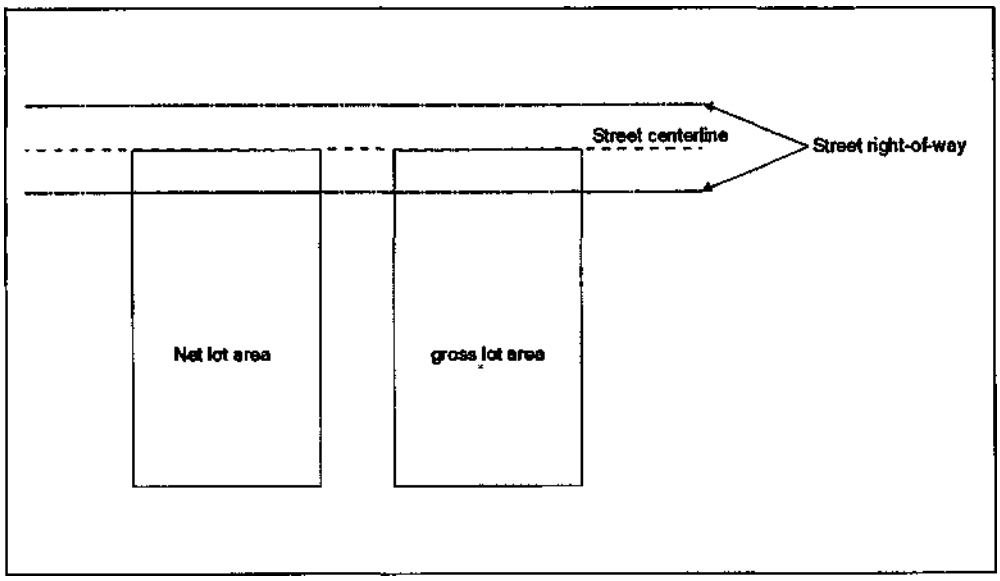


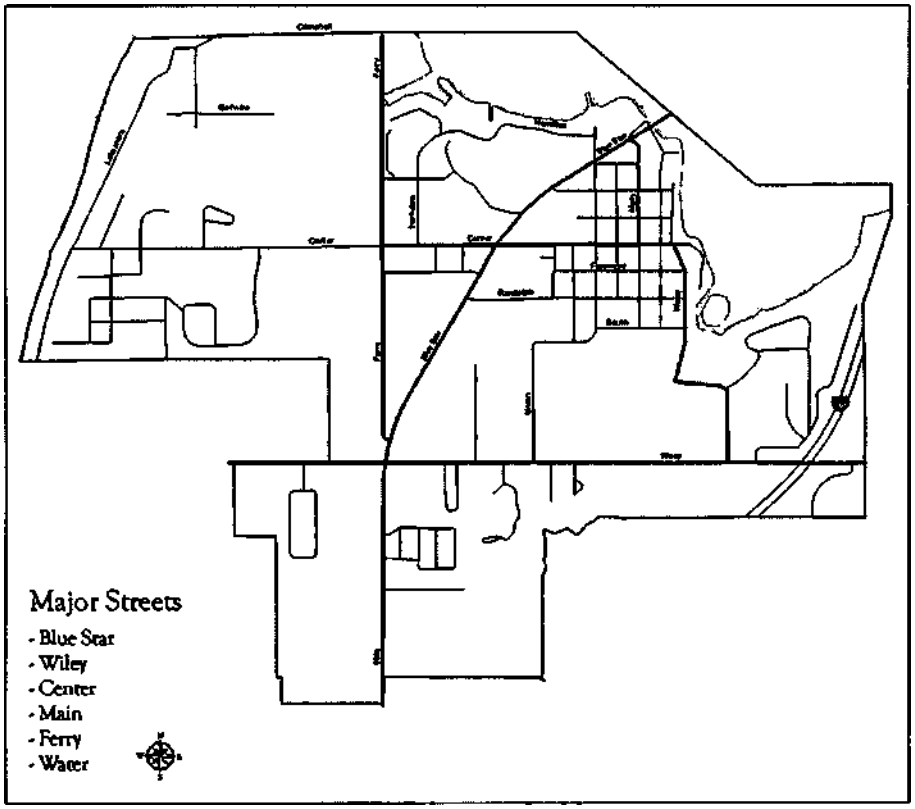

Figure 2-6
Net and
Gross Lot
Area

LOT, WATERFRONT. A lot abutting a lake, pond, stream or river. While the structure may be oriented to "front" on the water, the front of the structure for the purposes of this Ordinance shall be that portion facing the front lot line.

**Section 2.14 Definitions Beginning with the Letter "M":**

MAJOR THOROUGHFARE. A public street as identified on Figure 2-10.

Figure 2-10 Major Streets




MANUFACTURED HOUSING. A dwelling unit which is designed for long term residential use and is wholly or substantially constructed at an off-site location. Manufactured housing includes mobile homes and modular homes.

MARIHUANA FACILITY. A location at which a Licensee is licensed to operate under the Medical Marihuana Facilities Licensing Act or the Michigan Regulation and Taxation of Marihuana Act and has obtained a Permit for the location issued by the City of the Village of Douglas. The City limits the Marihuana Facilities to Provisioning Centers, Retailers, and Secure Transporters as defined in the MMFLA or in the MRTMA.

MARIHUANA-INFUSED PRODUCT. A topical formulation, tincture, beverage, edible substance, or similar product containing any usable Marihuana that is intended for human consumption in a manner other than smoke inhalation, as further defined by the Medical Marihuana Facilities Licensing Act and Michigan Regulation and Taxation of Marihuana Act, as applicable. Marihuana-infused product shall not be considered a food for purposes of the food law, 2000 PA 92, MCL 289.1101 to 289.8111.

MARIHUANA RETAILER. A Licensee that is a commercial entity located in this State that purchases Marihuana from a Marihuana Grower or Marihuana Processor, or Marihuana-Infused Processor, and sells, supplies, or provides Marihuana to customers as further defined by and in compliance with the Michigan Regulation and Taxation of Marihuana Act.

MARIJUANA. See definition of Marihuana.

MARINA. An establishment with a waterfront location for the refueling and dockage of watercraft used for recreational purposes, and providing repair services for such craft including removal of watercraft from the water or removal of inboard or outboard engine(s) from the watercraft. A marina may provide uncovered storage. Marinas may include, as accessory uses, a restaurant or snack bar, laundry or sanitary facilities, sundries store, or other customary accessory facilities including but not limited to boat building and charter fishing. A marina may include facilities for boat or motor rental, mechanical or structural repair as noted above, or boat hauling.

MARINA, MINOR. A waterfront establishment whose business is offering the sale or rental of boat dockage. Such an establishment may also provide sanitary pump out service, and a limited retail area for food and/or drink, and marine sporting equipment. The area of the limited retail area shall not exceed 300 square feet.

MARINE HARDWARE SALES AND SERVICE. A marine retail sales and service use in which boats and other watercraft and their accessories are sold, and where accessory uses including but not limited to towing or minor vessel repair may also be provided.

MARINE STORAGE. A boat building or enclosed storage establishment in which marine equipment and boats or other watercraft and their accessories are stored.

MASTER DEED. The document recorded as part of a condominium subdivision to which are attached as exhibits and incorporated by reference the approved bylaws for the condominium subdivision and the condominium subdivision plan.

MAUSOLEUM. A building containing above ground tombs for the internment of remains of a deceased person.

MEDICAL OR DENTAL OFFICE. A facility operated by one or more physicians,

dentists, chiropractors or other licensed practitioners of the healing arts for the examination and treatment of persons solely on an outpatient basis.

MEDICAL MARIJUANA GROWING OPERATION. A facility where a “Primary Caregiver” who is legally registered by the Michigan Department of Licensing and Regulatory Affairs may lawfully grow, cultivate and harvest medical marijuana on behalf of up to (5) “qualifying patients” who are also legally registered by the Department with the growing and maintenance of medical marijuana in accordance with the Michigan Medical Marihuana Act of 2008. Any establishment involved in the growing of more than 12 plants upon one property parcel shall be classified as a growing operation.

MEDICAL USE. the acquisition, possession, cultivation, manufacture, use, internal possession, delivery, transfer or transportation of marijuana or paraphernalia relating to the use of marijuana to treat or alleviate a registered “qualifying patient’s” debilitating medical condition.

MICHIGAN MEDICAL MARIHUANA FACILITIES LICENSING ACT or MMFLA: The Medical Marihuana Facilities Licensing Act, as amended, MCL 333.27101 et seq., also referred to as the MMFLA, and the administrative rules authorized by the MMFLA.

MICHIGAN MEDICAL MARIHUANA ACT or MMMA: The Michigan Medical Marihuana Act, as amended, MCL 333.26421 et seq., also referred to as the MMMA, and the administrative rules authorized by the MMMA.

MICHIGAN REGULATION AND TAXATION OF MARIHUANA ACT or MRTMA: The Michigan Regulation and Taxation of Marihuana Act, as amended, MCL 332.27951 et seq., also referred to as MRTMA, and the administrative rules authorized by the MRTMA.

MINI STORAGE (WAREHOUSE) FACILITIES. A building or group of buildings in a controlled access or fenced area that contains varying sizes of individual compartmentalized and controlled access stalls or lockers for the storage of customer's goods or wares which are not used on a daily basis.

MOBILE HOME. A structure, transportable in one or more sections, which is built on a chassis and designed to be used as a dwelling with or without permanent foundation, when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained in the structure. A mobile home shall not include modular homes, motor homes, recreational vehicles or travel trailers. (From Public Act 96 of 1987).

MOBILE HOME PARK: A parcel or tract of land under the control of a person upon which 3 or more mobile homes are located on a continual, non-recreational basis and which is offered to the public for that purpose regardless of whether a

maneuvering so as to provide access for entrance and exit for the parking of three (3) or more automobiles or trucks.

PARKING SPACE. Any space used for the off-street or on premises parking of motor vehicles.

PERSON. means the entities included in the definition of "person" in Section 15.12 of the City of the Village of Douglas City Code, in addition to the entities included in the definition of "person" in the MMFLA and the MRTMA.

PERSONAL SERVICE ESTABLISHMENT. An establishment which offers specialized goods and services purchased frequently by the consumer. Included are barbershops, beauty shops, massage facilities, laundry cleaning, pressing, and tailoring, shoe repair and other similar establishments. This shall not include a medical or dental office.

PLACE OF PUBLIC ASSEMBLY: Buildings, structures and grounds, including theaters, churches, auditoriums, sports arenas, lecture halls and other similar facilities intended for commercial or non-commercial entertainment, instruction, worship or similar activities involving assembled groups of people numbering thirty (30) or more.

a. Place of Public Assembly, Large: A place of public assembly shall be considered a large facility if it has either two thousand (2000) square feet or more in gross floor area, total seating capacity of more than one hundred (100) in the largest room intended for public assembly, or the capability to expand to meet these standards in the future.
b. Place of Public Assembly, Small: A place of public assembly shall be considered a small facility if it has either less than two thousand (2,000) square feet in gross floor area or total seating capacity of no more than one hundred (100) in the largest room intended for public assembly.

PLANNED UNIT DEVELOPMENT. Planned Unit Development (PUD) includes cluster zoning, plan development, community unit plan, planned residential development, and other terminology denoting zoning requirements designed to accomplish the objectives of the zoning ordinance through a land development project review process based on the application of site planning criteria to achieve integration of the proposed land development project with the characteristics of the project area. It is a form of land development comprehensively planned as an entity via a site plan which may permit flexibility in building, siting, usable open spaces, and the preservation of significant natural features. Such development may contain, residential, nonresidential or a mixture of land uses as provided by the individual zoning district.

PLAT. A map of a subdivision of land recorded with the County Register of Deeds pursuant to the Land Division Act of 1967 or a prior statute.

PRIMARY CAREGIVER. A person who is at least 21 years old and has agreed to assist a qualifying patient, to whom he or she is connected through the Michigan Department of Licensing and Regulatory Affairs registration process for the use of medical marihuana in accordance with State law.

PRINCIPAL BUILDING. The main building on a lot in which the principal use exists or is served by.

PRINCIPAL USE. The main use to which the premises are devoted and the main purpose for which the premises exist.

PRIVATE RECREATIONAL FACILITIES. Non-municipally owned recreation centers, private clubs, lodges and related facilities. These buildings and related facilities are owned or operated by a corporation, association, or group of individuals established for the fraternal, social, educational, recreational or cultural enrichment of its members and not primarily for profit and whose members usually pay dues and meet prescribed qualifications for membership.

PRIVATE ROAD. Any right-of-way or area set aside to provide vehicular access to two or more dwellings or within a development that is not dedicated or intended to be dedicated to the City and that is not maintained by the City.

PROFESSIONAL SERVICE ESTABLISHMENT. An establishment engaged in providing assistance, as opposed to products, to individuals, businesses, industries, governments, and other enterprises, including printing, legal, engineering, consulting, and other similar services.

PROVISIONING CENTER. means a Licensee that is a commercial entity located in the City that purchases Marihuana from a grower or processor and sells, supplies, or provides Marihuana to registered qualifying patients, directly or through the patients' registered primary caregivers. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver through LARA's Marihuana registration process in accordance with the MMMA is not a provisioning center for purposes of this chapter.

PUBLIC FACILITIES. Any facility, including but not limited to buildings, property, recreation areas, and roads, which are leased or otherwise operated or funded by a governmental body or public entity.

PUBLIC SEWER. A pipe located in a public right-of-way or easement which transports sewage to a sewage treatment plant that is owned by a municipality.

PUBLIC UTILITIES. Any person, firm, or corporation, municipal department, board or commission duly authorized to furnish and furnishing under federal, state, or municipal regulations to the public; gas, steam, electricity, sewage disposal, communication, telephone, telegraph, transportation or water.

SHORT-TERM RENTAL UNIT. A dwelling unit which is rented to a person for less than 31 consecutive days, or is advertised to be rented for any period less than 31 days.

SIGN. Any words, lettering, parts of letters, figures, numerals, phrases, sentences, emblems, devices, designs, trade names or marks, or combination thereof, by which anything is made known, such as the designation of an individual, a firm, an association, a profession, a business, a commodity or product, which are visible from any street.

SITE PLAN. A plan showing all salient features of a proposed development, so that it may be evaluated in order to determine whether it meets the provisions of this Ordinance. A plot plan depicts a subset of the information required by this Ordinance for a site plan.

SITE PLAN REVIEW. The submission of plans and scaled drawing(s) illustrating existing conditions and proposed uses and structures for review for conformance with this ordinance, as part of the process of securing a zoning permit.

SOLID WASTE. Garbage, rubbish, paper, cardboard, metal containers, yard clippings, wood, glass, bedding, crockery, demolished building materials, ashes, incinerator residue, street cleanings, municipal and industrial sludges, and solid commercials and solid industrial waste, animal waste, but does not include human body waste, liquid or other waste regulated by statute, ferrous or nonferrous scrap directed to a scrap metal processor or to a re-user of ferrous or nonferrous products, and slag or slag products directed to a slag processor or to a re-user of slag or slag products.

SPECIAL LAND USE. A use of land whose characteristics may create nuisance-like impacts on adjoining lands unless carefully sited according to standards established in this Ordinance (see Article 25). Approval for establishing a special use is indicated by issuance of a Special Use Permit.

SPECIAL USE PERMIT. A permit issued by the City Planning Commission to a person or persons intending to undertake the operation of an activity upon land or within a structure specifically permitted as such pursuant to standards and procedures established in Article 25.

STATE MARIHUANA LICENSE. As used in the context of Marihuana, or unless the context requires a different meaning, "license" means a state operating license that is issued under the Medical Marihuana Facilities Licensing Act or a state license under the Michigan Regulation and Taxation of Marihuana Act.

STOCKADE FENCING: Fence style which uses rough sawn lumber produced from the curved exterior of trees to produce fence boards, or a fence using poles or logs as fencing material, or a style of fencing which tapers the vertical fence

| Section 3.11 Table of Land Uses | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Uses Permitted by Right and Special Land Uses** | | | | | | | | | |
| (R=Use by Right; S=Special Land Use) | | | | | | | | | |
| **USE** | **R-1** | **R-2** | **R-3** | **R-4** | **R-5** | **R-6** | **C-1** | **C-2** | **L-1** |
| Accessory Use, when accessory to a permitted use | R | R | R | R | R | R | R | R | R |
| Adult Day Care Facility | | | | S | S | | | S | |
| Adult Foster Care Facility | | | | S | S | | | | |
| Amusement Center | | | | | | | | S | |
| Animal Grooming | | | | | | | S | R | R |
| Antique Stores | | | | | | | R | R | |
| Art Gallery | | | | | | | R | | |
| Automobile/Boat Sales | | | | | | | | R | |
| Automobile Service and Minor Repair Station | | | | | | | | S | R |
| Automobile Service and Major Repair Station | | | | | | | | S | R |
| Bed and Breakfast | | S | S | S | S | | | | |
| Buildings assoc, w/ public facilities | S | S | S | S | S | S | | | |
| Cemetery/Mausoleum | S | S | S | S | S | S | | | |
| Child Care Center | | | | S | S | | | S | |
| Communication Tower | | | | | | | | S | S |
| Conservation Area, Public or Private | R | R | | | | | | | |
| Contractor's Establishment | | | | | | | | | R |
| Convalescent or Nursing Home | | | | S | S | S | S | S | |
| Day Care, Group (7-12 clients) | | | | | | | | | |
| Distribution Center | | | | | | | | | R |
| Drive-In/Drive-Through Establishments | | | | | | | | S | |
| Dry Cleaning Establishment | | | | | | | | R | |
| Dwelling, One Family | R | R | R | R | R | | | | |
| Dwelling, Two-Family | | | R | R | R | | | | |
| Dwelling, Multiple-Family | | | | S | R | | | | |
| Essential Public Services | R | R | R | R | R | R | R | R | R |
| Family Day Care Home | R | R | R | R | R | R | | | |
| Farm Implement Dealer | | | | | | | | | R |
| Farm Market | | | | | | | R | S | |

# EXHIBIT "C"

| USE | R-1 | R-2 | R-3 | R-4 | R-5 | R-6 | C-1 | C-2 | L-1 |
|---|---|---|---|---|---|---|---|---|---|
| Freight Yards/Truck Terminal | | | | | | | | | R |
| Funeral Home | | | | | | | | R | |
| Gas Station | | | | | | | | R | |
| Golf Course/Country Club | S | S | | | | | | | |
| Greenhouse | | | | | | | | S | R |
| Ground Floor Residential | R | R | R | R | R | R | S | | |
| Health Spa | | | | | | | | R | |
| Home Occupation, Major | S | S | S | S | | | | | |
| Home Occupation, Minor | R | R | R | | | | | | |
| Hotel/Motel | | | | | | | | S | |
| Junkyard/ Auto Salvage | | | | | | | | | S |
| Kennel | | | | | | | | S | R |
| Laboratories | | | | | | | | | R |
| Laundry Establishment | | | | | | | | R | |
| Library | | | | | | | R | R | |
| Manufacturing, Compounding, Processing and/or Assembly | | | | | | | | | R |
| Marihuana Facility | | | | | | | | R | R |
| Marina | | | | S | | | | | |
| Marina, Minor | | | S | | | | | | |
| Marine Hardware Sales and Service/Marine Storage | | | | | | | S | S | S |
| Medical/Dental Office | | | | | | | | R | |
| Mini Storage | | | | | | | | | S |
| Mobile Home Park | | | | | | R | | | |
| Motel/Hotel | | | | | | | | S | |
| Movie Theater | | | | | | | S | R | R |
| Museum | | | | | | | R | | |
| Neighborhood Parks | R | R | R | R | R | R | R | R | R |
| Nursery, Plant Materials | | | | | | | | R | |
| Office Building | | | | | | | R | R | |
| Open Air Business | | | | | | | | S | |
| Outdoor Public Recreation | R | R | R | R | R | R | R | R | |
| Personal Service Establishment | | | | | | | R | R | |
| Place of Public Assembly, Small | S | S | | S | | | | | R |
| Place of Public Assembly, Large | | | | S | S | S | | | R |
| Private Recreation Facilities | | | | | | | | S | |
| Professional Service Establishment | | | | S | | | R | R | |

# *EXHIBIT "C"*

| USE | R-1 | R-2 | R-3 | R-4 | R-5 | R-6 | C-1 | C-2 | L-1 |
|---|---|---|---|---|---|---|---|---|---|
| Recreation Facility, Commercial | | | | | | | | S | R |
| Research and Development | | | | | | | | | R |
| Residential Use of Accessory Building | | | S | S | S | | | | |
| Residential Above Retail or Office | | | | | | | R | R | |
| Restaurant | | | | | | | R | R | |
| Retail Business or Retail Sales | | | | | | | R | R | |
| School | S | S | S | S | S | | | | |
| Service Establishment Accessory to a Principal Use | | | | | | | | | R |
| Sexually Oriented Business | | | | | | | | S | S |
| Short-Term Rental Units | R | R | R | R | R | R | S | | |
| Showroom | | | | | | | R | R | R |
| Studio for Performing/Visual Arts | | | | S | | | R | R | |
| Tattoo or Piercing Parlor | | | | | | | | S | S |
| Trade and Industrial School | | | | | | | | | R |
| Urgent Care Facility | | | | | | | | R | R |
| Vehicle Wash Facility | | | | | | | | S | R |
| Veterinary Clinic | | | | | | | | S | R |
| Warehouse | | | | | | | | | R |
| Wholesale Facility | | | | | | | | | R |
| Wind Energy Conversion System | R | R | R | R | R | R | R | R | R |

affecting construction and safety measures deemed necessary by the Zoning Administrator.

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) feet high, and equipped with a self-closing and self-latching gate.
   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 abut the pool area, provided that the entire perimeter of the pool area is secured.

4) Sanitation: Any swimming pool shall not be used unless adequate public health measures are periodically taken to ensure that the use thereof will not cause the spread of disease. The swimming pool shall be kept clean and the water used there shall be filtered and sterilized by chlorination. Sanitation standards as now or any time adopted by the State Department of Health, the County Health Department or the City to protect the public health shall be conformed with.

5) Placement: No swimming pool shall be located in an easement.

6 Setbacks: No swimming pool shall be located in any required front yard.

7) Lighting: No lights shall be erected, operated or maintained in connection with a swimming pool in such a manner as to create an annoyance to surrounding properties.

8) Overhead wiring: Service drop conductors and any other open overhead wiring shall not be installed above a swimming pool.

**Section 16.17 Reserved for Future Use**

**Section 16.18 Keeping of Animals**

1) Wild Animals: No wild or vicious animal shall be kept permanently or temporarily in any district in the City accept in an AAZPA (American Association of Zoological Parks and Aquariums) accredited facility.

2) Domestic Pets: The keeping of domestic pets, including dogs, cats, fish, birds, hamsters and other animals generally regarded as household pets is permitted as an accessory use in any residential zoning district provided that the number of pets does not exceed those for which the kennel provisions of this Ordinance apply and the General Law Ordinance of the City. Livestock are not considered household pets.

**Section 16.19 Maintenance of Junk Prohibited**

4) The use of outdoor yard areas, open decks, pools and the like shall not result in the production of excessive off-site noise, odor or other external disturbances. Any such violation shall be enforced as a nuisance under the City of the Village of Douglas General Code of Ordinances.
5) The parking of motorized vehicles, trailers and recreational equipment shall be in keeping with the provisions of this chapter and the City of the Village of Douglas General Code of Ordinances at all times.
6) A group of people not defined as a family are permitted to rent a short-term rental unit.
7) In no event shall the owner of the short-term rental unit or their agent rent an individual room in the short-term rental unit to a person, family, or other group of persons, nor shall the renter so sublet any room.
8) Any finding of responsibility or conviction for more than one violation of the City Code of Ordinances in a given calendar year involving a short-term rental unit may result in the rental occupancy certificate being revoked by the City Zoning Administrator (or such other city official as designated by the City Council). Any such revocation of a rental occupancy certificate may be appealed to the City Council for good cause so long as a written Notice of Appeal is filed with the city within ten (10) days of the date of revocation.
9) Any sale or transfer of the property automatically causes any existing rental occupancy certificate to be null and void and the new property owner must apply for a new rental occupancy certificate.

**Section 16.34 Marihuana Facilities**

General Regulations for all Marihuana Facilities.

1) Intent.
   a) It is the intent of this Section to provide for appropriate locations and reasonable restrictions for Marihuana Facilities allowed by the Medical Marihuana Facilities Licensing Act, MLC 333.27101 et seq. and the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951 et seq. with respect to local zoning and land use, and to permit the sale and distribution of Marihuana consistent with applicable State statutes. These are unique land uses with ramifications not addressed by more traditional zoning district regulations.
   b) It is also the intent of this section to protect the health, safety, and general welfare of Persons and property by limiting land uses related to Marihuana to districts that are compatible with such uses. Additional regulations in this section are intended to provide reasonable restrictions within districts so that these uses do not compromise the health, safety, and general welfare of Persons in the district, or other uses allowed in each district.

2) Words and Phrases:
   Words and phrases contained in the Michigan Medical Marihuana Facilities Licensing Act ("MMFLA"), MCL 333.27101 *et seq*. or the Michigan Medical Marihuana Act ("MMMA"), MCL 333.26421 et seq., or the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951 *et seq*. ("MRTMA"), shall have the same meanings in this Code, as applicable. Article VIII of this chapter contains some words and phrases that are defined in the MMFLA, MMMA, or MRTMA, but if any definition in Article VIII conflicts with the definition in the MMFLA, MMMA, or MRTMA, then the definition in those state acts shall apply.

   The following provisions relate to Marihuana facilities within the City of the Village of Douglas. In instances where there is a conflict between this section and other applicable provisions of

this Ordinance, the more restrictive regulations shall control.

3) Marihuana facilities as defined by this Ordinance shall be subject to the following regulations:
   a) Any uses or activities found by the State of Michigan or a court with jurisdiction to be unconstitutional or otherwise not permitted by State law are prohibited in the City of the Village of Douglas. In the event that a court with jurisdiction declares some or all of this Section invalid, the City of the Village of Douglas may suspend the acceptance of applications for licensing pending the resolutions of the legal issue in question.
   b) An operator of a Marihuana Facility shall at all times have a valid Marihuana Facility permit issued by the City of the Village of Douglas and a State operating license as issued by LARA pursuant to the Medical Marihuana Facilities Licensing Act, MCL 333.27101 et seq. and/or the Michigan Regulation and Taxation of Marihuana act, MCL 333.27951 *et seq.*
   c) A property owner or operator of a *Marihuana* Facility shall not have vested rights or nonconforming use rights that would serve as a basis for failing to comply with this ordinance or any applicable amendment thereto.
   d) In addition to the materials required for Site Plan Review in Article 24, an application for a Marihuana Facility shall also include a comprehensive facility operation and safety plan that addresses Marihuana, customers, employees, and neighboring residents, offices, or businesses. This document shall contain, at minimum, a safety/security plan indicating how the applicant will comply with the requirements of this Ordinance and any other applicable law, rule or regulation. The security systems identified below and contained in the security plan, shall be maintained in good working order and provide twenty-four hours per day coverage. A separate security system is required for each facility. The security plan must include the following security measures:
      (i) Cameras. The Marihuana Facility shall install and use security cameras to monitor and record all areas of the premises (except in restrooms) where persons may gain or attempt to gain access to Marihuana or cash maintained by the Marihuana Facility. Cameras shall record operations of the business, as well as all potential areas of ingress or egress to the business with sufficient detail to identify facial features and clothing. Recordings from security cameras shall be recorded to and maintained for a minimum of thirty (30) days in a secure offsite location in the City or through a service over a network that provides on-demand access, commonly referred to as a "cloud." The offsite location shall be included in the security plan submitted to the City and provided to the City of the Village of Douglas Police Department upon request and updated within seventy-two (72) hours of any change of such location. Security cameras shall be directed to record only the subject property and may not be directed to public rights-of-ways as applicable, unless required to comply with licensing requirements of the State of Michigan.
      (ii) Alarm system. The Marihuana Facility shall install and use an alarm system that is monitored by a company that is staffed twenty-four (24) hours a day, seven (7) days a week. The security plan submitted to the City shall identify the company monitoring the alarm, including contact information, and updated within seventy-two (72) hours of any change of monitoring company.
      (iii) Lighting. *A* lighting plan showing the lighting outside of the Marihuana Facility for security purposes and compliance with applicable City requirements.
      (iv) Use of Safe for Storage. The Marihuana Facility shall install and use a safe

for storage of any processed Marihuana and cash on the premises when the business is closed to the public. The safe shall be incorporated into the building structure or securely attached thereto. For Marihuana-Infused Products that must be kept refrigerated or frozen, the business may lock the refrigerated container or freezer in a manner authorized by the City in place of use of a safe so long as the container is affixed to the building structure.

(v) Disposal Plan. A disposal plan shall be designed to protect against any Marihuana being ingested on the premises by any person or animal. Disposal of any Marihuana, including any/all byproducts and/or waste products shall be accomplished in a manner that prevents its acquisition by any person who may not lawfully possess it or otherwise exist in non-conformance with local and state laws. The plan shall indicate how any Marihuana will be rendered unusable and how the waste and byproduct will be stored until disposed of.

(vi) Ventilation. A plan for ventilation of the Marihuana Facility should include the methods to be used to contain all smoke, odors, debris, dust, fluids and other substances within the building. Sufficient measures and means of preventing smoke, odors, debris, dust, fluids and other substances from exiting a Marihuana Facility must be provided at all times. The Facility shall not emanate smoke, odors, debris, dust, fluids and other substances that are readily detectible at the property line and interfere with the reasonable and comfortable use and enjoyment of another's property. In the event that any odors, debris, dust, fluids or other substances exit a Marihuana Facility, the owner of the subject premises and the Licensee shall be jointly and severally liable for such conditions and shall be responsible for immediate, full clean-up and correction of such condition. The Licensee shall properly dispose of all such materials, items and other substances in a safe, sanitary and secure manner and in accordance with all applicable laws and regulations.

(vii) Regulated Materials. A description of all toxic, flammable or other regulated materials that will be used or kept at the Marihuana Facility along with the location of such materials, and how such materials will be stored. All chemicals or hazardous substances used in the storage of Marihuana shall be stored and used in strict compliance with manufacturer recommendations and all applicable federal, State or local regulations.

(viii) Operations. An operations statement that describes, but is not limited to, the life-cycle of Marihuana and Marihuana-Infused Products entering, stored on, and leaving the site. This may include a description of how deliveries are handled, methods of storage, cash handling, a business floor plan, or other pertinent information.

e) Unless higher performance is required by applicable law, there must be a minimum of a one- hour fire separation wall between a Marihuana Facility and any adjacent business.

f) In order to be eligible for a City permit, the Marihuana Facility must be in the licensing process with the State of Michigan, and then must be at all times in compliance with the laws of the State of Michigan including but not limited to the MMMA, MCL 333.26421 et seq.; the MMFLA, MCL 333.27101 et seq.; and the Marihuana Tracking Act, MCL 333.27901 et seq.; and all other applicable rules promulgated by the State of Michigan. No Marihuana Facility shall operate, until the appropriate State operating license is obtained from LARA and submitted to the City of the Village of Douglas and receives a permit from the City.

g) A Marihuana Facility as defined by this ordinance, or activities associated with the licensed transporting and sales of Marihuana, shall not be permitted as a home occupation or accessory use, nor may they include accessory uses, except as otherwise provided in this ordinance and permitted by Michigan laws concerning Marihuana.
h) The permit required by the City of the Village of Douglas and the license required by the State of Michigan shall be prominently displayed on the premises of a Marihuana Facility;
i) The nonconforming provisions of Article 15 shall apply to all Marihuana Facilities.
j) Parking shall comply with Article 19 of this Ordinance.
k) All Marihuana Facilities shall provide landscaping as required by Article 21 of this Ordinance.

4) Visibility of activities; Signage and Advertising.
a. Signage for Marihuana facilities shall comply with the requirements of the City of the Village of Douglas Sign Ordinance and the requirements of this subsection. All signage and advertising for a Marihuana Facility shall also comply with all applicable provisions of this Code and the State of Michigan. Where there is a conflict between the standards of the Douglas Sign Ordinance, this code, and the state Standards, the more restrictive standards shall control.
b. Marihuana products must not be marketed or advertised to minors aged 17 years or younger. Marketing targeted to members aged 17 years or younger are prohibited.
c. Warning Signs: There shall be posted in a conspicuous location inside of each facility at least one legible sign containing the content of this section warning that:
    (i) The possession, use or distribution of Marihuana is a violation of federal law; and
    (ii) It is illegal under State law to drive a motor vehicle or to operate machinery when under the influence of, or impaired by Marihuana;
d. All activities of Marihuana Facilities, including, without limitation, displaying, manufacturing, selling, and storage of Marihuana and Marihuana-infused products shall be conducted indoors and out of public view. No Marihuana or paraphernalia shall be displayed or kept in a business so as to be visible from outside the licensed premises.

5) Siting Criteria.
Marihuana Facilities shall be in accordance with the following stipulations.
a. No Marihuana Facility shall be eligible to be issued a permit unless at the time of application for such permit, the location of the proposed facility complies with the zoning and separation distances from other uses as set forth in the City Zoning Ordinance.
b. A permit holder shall not operate a Marihuana Facility at any place in the City other than the address provided in the permit application on file with the City Clerk.
c. A Marihuana Facility shall not be located:
    (i) Within 50 feet of any residential zoning district.
    (ii) Within 1,000 feet of any public or private school, college or university, any nursery school, day nursery, licensed day care center or any other building or location either rented or used in any way for the care or instruction of children under 18 years of age
    (iii) Within 500 feet of any church, house of worship or other religious facility or institution.
    (iv) Within 500 feet of any public park, publicly owned building or recreational area commonly used by minor children.
    (v) Within 500 feet of a public library.

(vi) No Lot containing a Marihuana Facility within the City shall be located within 2,250 feet of any Lot in the City on which another Marihuana Facility is located.

(vii) In an area that has been designated as an historic area by the city, county or state.

(viii) The distance measurement provided for in this section shall be a straight line from the property line of the Marihuana Facility to the nearest property line of the location from which it is to be separated.

6) Marihuana Facilities – Additional conditions.

a. Shall only be permitted in buildings located on parcels within the C-2 (General Commercial District) or the L-1 (Light Industrial District);

b. A maximum of two State Operating Licenses shall be utilized per Lot, except that a Marihuana Provisioning Center and/or Marihuana Retailer may not co-locate with a Secure Transporter.

c. Unless otherwise permitted, public or common areas of the Marihuana Facility must be separated from restricted or non-public areas of the provisioning center by a permanent barrier. No Marihuana is permitted to be stored, displayed, or transferred in an area accessible to the general public.

d. Marihuana Products shall not be smoked, ingested, or otherwise be consumed in the building or on the property occupied by the Marihuana Facility.

e. The exterior appearance of a Marihuana Facility shall remain compatible with the exterior appearance of buildings already constructed or under construction within the immediate area. The exterior shall be maintained as to prevent blight or deterioration or substantial diminishment or impairment of property values within the immediate area. New buildings shall be constructed in accordance with the adopted plans and policies of the City of the Village of Douglas.

f. A Marihuana Facility zoned C-2 shall be permitted to provide curbside service or utilize a drive-through, pick-up, or walk-up window with a Special Use Permit, subject to the provisions of Section 26.12 of this Ordinance.

g. Doors and windows to a secure transporter shall remain closed, except for the minimum time necessary to load and unload product.

# MEMORANDUM

**To:** **City Council**

**From:** **Rich LaBombard**
**City Manager**

**Date:** **April 5, 2021**

**Subject:** **Contract Regarding Use of Wade's Bayou Park Facilities with Running Rivers**

Wades Bayou Park is a municipal park located at the east end of Center Street on the shores of the Kalamazoo River. Running Rivers is a locally owned business that rents kayaks and stand-up paddle boards by the hour and river trips. The City would like to enter into a three (3) year contract with Running Rivers to establish a more formal partnership with the City. In the past it has been an agreement that is approved year by year. With the terms and pricing matching that of the Root Beer Barrel contract the City hopes to establish a uniform contract for businesses using City facilities.

Running Rivers and the City wish to encourage recreation in Wades Bayou, to benefit public health, and to promote recreational uses.

The contract has been reviewed by the City Attorney.

**I recommend City Council approve the contract for Running Rivers Regarding Use of Wade's Bayou Park and Facilities.**

# CITY OF DOUGLAS

# CONTRACT FOR RUNNING RIVERS REGARDING USE OF WADE'S BAYOU PARK AND FACILITIES

**THIS CONTRACT FOR USE OF WADE'S BAYOU PARK AND FACILITES** ("Contract"), shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Douglas, a Michigan municipal corporation, whose address is 86 W. Center St., Douglas, MI 49406 (hereinafter referred to as "City"), and Running Rivers Inc., whose address is 120 E Center St., Douglas, MI 49406 (hereinafter referred to as "Rivers"). The area included within this Contract ("Premise") shall be Wade's Bayou Park at 26 Bayou Drive, Douglas, MI 49406.

It is fully understood that the granting of this Contract to Rivers by the City DOES NOT GRANT EXCLUSIVE RIGHTS to the ENTIRE PREMISE where Wade's Bayou is located. Contract grants rights to Rivers to provide services specified under Article II.

## THE CITY AND RIVERS AGREE AS FOLLOWS:

### **Article I.** Term of Contract

Performance of this Contract shall commence on the date of the last signature and expire on December 31, 2023 unless extended or terminated. Upon mutual consent of the City and Rivers, the three (3) year contract may be renewed for two (2) optional one (1) year extensions at the prices, terms, and conditions of this contract. Rivers equipment may remain on the Premise for the duration of the Contract terms or until the Contract is terminated. Rivers shall cease operations on or prior to the Contract expiration date.

### **Article II.** Services

**A.** The City reserves the right to approve all services. Rivers agrees to conduct and use the Premise for no other purpose than those stated in this Contract.

**B.** **Services:** The services granted under the provisions of this Contract is as follows:

Rental of kayaks and stand-up paddle boards, by the hour and river trips.

**C.** **Credit Cards:** Visa and MasterCard credit cards shall be accepted by Rivers for all services.

**D.** **Additional Items:** Rivers is encouraged to provide additional services and/or goods. Sale/rental of additional items not provided for under Article II(B), requires the prior written approval of the City of Douglas.

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**E.** **Prohibited Services or Merchandise:** Rivers agrees not to offer for sale or rent prohibited services or merchandise, including:

**1.** Motorized personal watercraft;
**2.** Tobacco or any marijuana products of any kind;
**3.** Flotation devices such as air mattresses, paddle boards, water wings, life jackets, inflated floats, and inner tubes which are NOT US Coast Guard approved.
**4.** Pornographic pictures, books, magazines, or other such products;
**5.** Fireworks of any kind, including Bag Bombs, Firecrackers, Sparklers, Smoke Bombs and Chinese lanterns;
**6.** Firearms or ammunition, BB or C02 powered devices, slingshots, bows and arrows;
**7.** Alcoholic beverages, "mocktails", or controlled substances;
**8.** No children products that promote or portray unmoral, unethical, or unhealthy activities (i.e. candy cigarettes);
**9.** Knives;
**10.** Balloons; and
**11.** Other items added to this list by the City provided Rivers has been given written notification of the additional items.

**F.** **Rates, Prices, and Changes:**

**1.** Ten (10) days before starting, Rivers shall submit to the City for approval a list of services, to include any Additional Items.

**2.** Service list must include proposed prices.

**3.** Rivers shall maintain on public display, a neat and legible sign showing the approved prices. If practicable, such prices shall be comparable to prices charged for similar services in the locality in which Rivers is operated.

**G.** **Equipment and Supplies:**

**1.** **Equipment:**

**a.** Rivers must supply all equipment needed for the services listed in Article II

**b.** All equipment must be in new or like new condition.

**c.** Rivers is responsible to maintain equipment in a safe and workable condition at all times.

**d.** Annually, Rivers shall furnish the City a complete inventory of equipment owned,

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leased, or loaned to Rivers; any additional equipment shall be reported as soon as in use.

**e.** Rivers acknowledges that any equipment available for use by Rivers is not the responsibility of the City to fix and/or replace.

**f.** Permanent fixtures may be installed only with the written approval of the City.

**g.** All equipment that becomes a permanent fixture to the building or structure and fastened thereto shall become the property of the City.

**h.** All equipment and materials to be kept on the Premise in connection with Rivers shall be supplied at Rivers own cost and expense.

**2.** **Coin-operated:** Rivers shall not permit or provide for the installation of mechanical rides, pinball machines, coin-operated amusement machines, juke boxes (music boxes, record/CD players), or similar devices in or about the Premise.

**3.** **Vending Equipment:** No exterior vending equipment shall be permitted.

**H. Advertising:**

**1.** Rivers will conduct a balanced advertising effort directed at developing more business under the provisions of the Contract.

**2.** Rivers may place a promotional sign on the Premise if the location, sign material, and content meet the City's sign ordinance. The sign may contain operational hours, prices, contact information, and other information but must receive prior review and approval by the City Planning and Zoning Administrator.

**3.** Rivers shall not employ or use any persons known as "hawkers," "spielers," "criers," or other noisemakers or means of attracting attention to Rivers business.

**4.** Social media sites created by Rivers in relation to advertising are the sole responsibility of Rivers and are not public forums. Rivers shall adhere to the standards below, and remove or exclude:

**a.** Comments not typically related to the particular site or post
**b.** Profane or obscene language or content
**c.** Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation
**d.** Sexual content or links to sexual content
**e.** Conduct or encouragement of illegal activity

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**f.** Information that may tend to compromise the safety or security of the City government, the public or public systems
**g.** Content that violates a legal ownership interest of any other party; or otherwise falsely states, misrepresents or impersonates another
**h.** Defamatory or personal attacks, including accusations of misconduct against an individual
**i.** Threats to any person or organization
**j.** Comments in violation of any federal, state or local law
**k.** Threats or harassment of any person or organization
**l.** Sites cannot be utilized for political lobbying, solicitations or contributions

**Article III. Contract Price and Payment**

Subject to the terms and conditions of this Contract, Rivers agrees to pay the City $750 for the season of 2021, $800 for the season of 2022, $850 for the season of 2023, payable in two (2) installments – one half (1/2) on May 1 and one half (1/2) on July 15 of each year. If extensions are awarded, payment of $900 will be due for the season of 2024 and $950 for the season of 2025. Such payment is in exchange for and consideration of the satisfactory performance and completion of the work required under and pursuant to this Contract. Two (2) parking spaces will be reserved specifically for River's trailer and vehicle. The City retains the right to designate the appropriate parking space based on the trailers size and content.

**Article IV. City of Douglas Property and Building**

The City has the exclusive authority to restrict access to areas of the Premise the City deems necessary for any safety or environmental concerns.

**1.** All buildings and parts of the buildings and grounds covered specifically in this Contract shall be open to inspection during normal business hours by persons authorized by the City.

**2.** Smoking is prohibited in all City facilities. This prohibition shall include all facilities operated by Rivers on public property.

**3.** The City retains the right to limit or suspend access and use of the facilities for repair or maintenance, or other governmental needs upon notice to Rivers. If access is revoked due to the desire of the City and not due to violations of this Contract by Rivers, rental payments shall be pro-rated.

**4.** The City retains the right to allow approved public events the use of the facilities at Wades Bayou.

**Article V. Operation**

The City grants Rivers the exclusive right to provide services authorized by this Contract and

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identified in Article II.

The City does not guarantee a specific number of visitors to the Premise and accepts no responsibility for the lack of visitors for any reason.

**Article VI. Operating Schedule**

**1.** Rivers shall maintain the Premise, as provided in the Contract, open and available to patronage by the public in accordance with the following recommended season/days, and hours of operation:

| | |
|---|---|
| **May 1 through mid-June** | **Weekends 9:00 a.m. – 5:00 p.m.** |
| **Mid-June through Labor Day** | **Monday through Saturday 9:00 a.m. – 5:00 p.m. & Sundays 11:00 a.m. – 5:00 p.m.** |

Rivers may obtain permission from the City to open for a longer term before and after the above stated season.

**2.** Rivers must not operate for lesser periods without the prior written approval of the City unless circumstances beyond the control of either party make it necessary to take emergency action. In such cases, Rivers must report the circumstances in writing to the City at the earliest possible moment. In case of inclement weather, Rivers may close early.

**3. Posting of Operation Schedule:** The Operating Schedule of Rivers shall be posted at an exposed location at the Premise.

**Article VII. Additional Terms**

**A.** Rivers will not store any boats, canoes, kayaks, or any other equipment on the public racks on the Premise, which are for short term use by the visiting public.

**B.** It is understood that this is a public park, and Rivers will not interfere with, block, or charge the general public use of the ramps, docks, launches, parking, or facilities.

**C.** It is understood that similar to any other City business, Rivers shall maintain a current Douglas business license.

**D.** If there should be issues and complaints that arise regarding Rivers' improper use of the City facilities or a violation of this Contract, Rivers shall be contacted; specifics will be brought to Rivers attention for immediate resolution to the full satisfaction of the City.

**E.** If satisfactory resolution by Rivers is not made per above, it may be grounds for immediate termination of this Contract and no pro-ration of payments.

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**F.** It is understood that any violation of this Contract shall jeopardize the future use of this park and facility by Rivers and there shall be no pro-ration of payments.

**G.** Rivers shall comply with applicable federal, state, and local laws and regulations regarding the general operation and use of the waterways and City facilities.

**H.** The City is not responsible for any delays or cancellations due to power outages or weather-related issues.

**I.** Rivers acknowledges that the City is not liable for any theft, vandalism, or damage that may occur to Rivers equipment/supplies.

**J.** No motor vehicles or trailers will be allowed off paved surfaces.

**K.** Rivers may not restrict parking.

**L.** Rivers may not install parking signage or restrictive parking signage.

## **Article VIII.** Maintenance

### A. Alterations:

**1.** Rivers shall not make any alterations or repairs to the Premise without the express written consent of the City of Douglas.

**2.** Rivers shall not install, move, or alter any permanent or temporary equipment belonging to the City in or about the Premise.

**3.** Any additions, alterations, repairs, or improvements made to the buildings or surrounding premises shall become the property of the City at the termination of this Contract, except as may be otherwise stated in the Contract.

### B. Sanitation:

**1.** Any litter generated by Rivers or its patrons shall be picked up and removed by Rivers on a daily basis.

**2.** The City will work with Rivers to identify site location for refuse containers.

**3.** Rivers shall perform litter removal within the Premise and shall maintain standards of cleanliness which will reflect favorable public opinion on Rivers and the City of Douglas.

**4.** If there should be issues and complaints that arise regarding sanitation, Rivers shall be contacted; specifics will be brought to Rivers attention for immediate resolution to the

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full satisfaction of the City.

5. The City of Douglas may perform or have others perform the duties of Rivers under this article, if the City determines Rivers has failed to maintain an acceptable standard of cleanliness. Rivers shall pay 100 percent (100%) of the cost of such work, whether performed by the City of Douglas, or by others, at the discretion of the City. If the City of Douglas determines the need for cleaning after Rivers returns the facility at the termination of this Contract, Rivers must reimburse the City at the above rate for all cleaning costs incurred during that cleaning.

6. Rivers is required, whenever possible and within reasonable costs, to equip appliances with energy reduction accessories, utilize environmentally friendly (green) cleaning and maintenance products and provide customers and employee recycling opportunities.

**C. Special Rivers Responsibilities:**

1. Maintain and replace Rivers equipment as needed.

2. Comply with all licensing and permit requirements, including but not limited to: Health Department, Fire Marshall, DEQ.

3. Submit copies of all approved permits and inspection reports to the City of Douglas Representative within seven (7) days of receipt.

**D. Environmental:**

1. Rivers agrees that they will not bring onto the Premise any hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof), other than fuel necessary to operate any backup generators on the Premise.

2. Each party shall promptly notify the other party in writing of any environmental accident, claim, or complaint involving the Premise or Rivers activities thereon.

3. Rivers shall not use or permit the storage of any illuminating oils, gas, candles, oil lamps, turpentine, benzene, naphtha, or other similar substances of any kind, or any substances or things in any buildings erected or any property covered by the Contract except in buildings specifically designated for this purpose.

## Article IX. Employees

**A. Employment:**

1. Rivers shall employ and maintain such help and labor as may be necessary to operate

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the Premise in a manner acceptable to the City. Said employees shall be the employees of Rivers, only, and are not employees of the City. No liability for benefits characteristic of an employer/employee relationship, including but not limited to, workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other provisions or liabilities, arising out of or related to an employer/employee relationship, shall arise or accrue to the City as a result of Rivers' performance of this Contract. Rivers agrees to indemnify and hold the City harmless against any claims, including related costs and expenses, arising out of a claimed employer/employee relationship related to the performance of this Contract.

**2.** If, at any time, the City shall be of the opinion that any employees, agents and volunteers of Rivers has engaged in improper conduct on the Premise, the City shall notify Rivers and Rivers shall take appropriate action to correct the employees, agents and volunteers related problem, including discharge of employees, agents and volunteers or reassigning such employees, agents and volunteers to duties not related to the contract.

**B. <u>Moral Conduct:</u>**

Rivers and Rivers employees, agents, and volunteers are required to conduct themselves in a professional manner. Professional requirements include, but are not limited to the following:

**1.** Rivers shall prohibit gambling, drinking, discourtesy to guests, and other illegal and/or undesirable acts by employees, agents, and volunteers, whether on or off duty while on the Premise.

**2.** All employees, agents and volunteers must use appropriate ("G" rated) language and actions at all times.

**3.** Annually, Rivers is required to complete background checks and Sex Offender Registry checks on all employees, agents, and volunteers prior to them performing work at the Premise. Rivers must provide the information to the City for review prior to the employee's, agent's, or volunteer's start of work.

**4.** The City reserves the ability to suspend or terminate the Contract in the event a Rivers employee, agent, or volunteer has violated a law or City rule or performed inappropriate customer service. The City will work cooperatively with Rivers to ensure enough time for proper staffing.

Rivers and employees, agents, and volunteers of Rivers shall not consume alcohol or use drugs while on duty. Possession of a drug or an open alcoholic beverage container by Rivers or employees, agents, and volunteers, while on City owned property is prohibited and will constitute a breach of this Contract.

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Rivers and employees, agents, and volunteers of Rivers shall not report to duty or be on duty with a level of alcohol or drugs in his or her bodily fluids that is prohibited by law. If there is reasonable suspicion that Rivers and employees, agents, and volunteers of Rivers has reported for duty or is on duty with a prohibited level, Rivers or employees, agents, and volunteers of Rivers shall submit to a drug test or an alcohol test. Rivers employees are prohibited from using any vehicle with a level of alcohol or drugs in his or her bodily fluids that is prohibited by law.

Rivers and employees, agents, and volunteer of Rivers who 1) consumes alcohol, uses marijuana containing products, or uses drugs while on duty; 2) possess a drug or an open alcoholic beverage container while on City owned property; 3) reports to duty or is on duty with a level of alcohol or drugs prohibited by law; 4) refuses to submit to a drug test or an alcohol test when there is reasonable suspicion Rivers and employees, agents, and volunteers of Rivers is in violation of the law; OR 5) interferes or tampers with reasonable suspicion drug or alcohol testing, shall be subject to disciplinary action by Rivers, and may result in termination of the Contract.

As used in this Contract, the terms "drug" and "drugs" means a controlled substance as identified by federal law.

**C. <u>Appearance:</u>**

**1.** Rivers employees, agents, and volunteers will assure proper hygiene is maintained, including, but not limited to, maintaining a clean and acceptable appearance, and removal/covering of un-family friendly body piercings and tattoos.

**D. <u>Training:</u>**

**1.** To promote the facilities of the City and to provide quality service to the public, employees, agents, and volunteers of Rivers must provide thorough staff training.

**2.** Rivers and their employees, agents, and volunteers must attend seasonal training programs **if** offered by the City on the property where the Premise is located. These training programs will acquaint personnel with information about the property, as well as information to disseminate to the general public.

## <u>Article X.</u> Hold Harmless/Indemnity

**A.** Upon award of contract, Rivers agrees to fully defend, indemnify, and hold harmless the City, its City Council, its officers, employees, agents, volunteers, and Contractors from any and all claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:

**1.** Acts or omissions by Rivers, its employees, agents, volunteers, servants, and Contractors

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in furtherance of execution of this Contract, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and Contractors.

**2.** Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Contract.

**3.** Rivers agrees to defend the City and its officers and employees from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of Rivers and due to the acts or omissions of the Rivers or its agents, including, but not limited to, acts or omissions alleged to be in the nature of gross negligence or willful misconduct. Rivers agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of Rivers under this contract due to the above-referenced acts or omissions.

**B.** Rivers agrees that it is its responsibility and not the responsibility of the City to safeguard the property and materials used in performing this Contract. Further Rivers agrees to hold the City harmless for any loss of such property and materials used in pursuant to Rivers performance under this Contract.

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

## **Article XI. Independent Contractor Statement**

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting Rivers as the agent, representative or employee of the City for any purpose or in any manner whatsoever. Rivers is to be and shall remain an independent Contractor with respect to all services performed under this Contract.

Rivers represents that it has, or will secure at its own expense, all personnel required in performing services under this Contract. Any and all personnel of Rivers or other persons, while engaged in the performance of any work or services required under this Contract, shall have no contractual relationship with the City, shall not be considered employees of the City and any and all claims that may or might arise under State and Federal Employment regulations on behalf of said personnel arising out of employment including, without limitations, claims of discrimination against Rivers, its officers, agents, contactors or employees, shall in no way be the responsibility of the City; and Rivers shall defend, indemnify, and hold the City, its officers, agents and employees harmless from

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any and all such claims irrespective of which tribunal, agency, board, commission or court may have jurisdiction. Rivers shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, and severance pay.

**Article XII. Insurance**

**A.** Upon award of contract, Rivers shall maintain at its expense during the entire term of this Contract, the following insurance per Ordinance 37.12 DOCUMENTS REQUIRED FOR PURCHASE OR CONTRACT, section (C).

1. **Commercial General Liability Insurance** – Rivers shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **$1,000,000** (One Million Dollars) per occurrence combined single limit.

2. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **$1,000,000** (One Million Dollars) each person and **$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **$1,000,000** (One Million Dollars) each occurrence.

3. **Worker's Compensation** insurance in the amount required by state statue.

**B.** All policies shall name Rivers as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, Rivers may agree to provide notice of such cancellation or reduction.

**C.** The City shall be named as Additional Insured for General Liability and Auto Liability. Certificates of Insurance evidencing such coverage shall be submitted to the City Clerk's Office at PO Box 757, Douglas, MI 49406 to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be primary coverage rather than any policies and insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City.

**D.** Rivers shall be responsible for payment of all deductibles contained in any insurance required hereunder.

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**E.** If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, Rivers will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be affected at Rivers expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

**F.** The provisions requiring Rivers to carry said insurance shall not be construed in any manner as waiving or restricting the liability of Rivers under this contract.

**G.** The City has the authority to vary from the specified limits as deemed necessary.

**Article XIII. Extension / Renegotiation / Modification**

**A. Extension and Renegotiation:**

**1.** This Contract is subject to an annual review by the City.

**2.** At the expiration date of the Contract, the City, at its option, may grant an extension of the Contract, or renegotiate the Contract with Rivers.

**3.** Every three (3) years, this Contract must be advertised for competitive bids unless extended as defined. This Contract must be re-bid prior to the **2026** operation season.

**B. Modification:**

**1.** This Contract shall not be modified by or interpreted by reference to any course of dealing or usage of trade and shall not be modified by any course of performance.

**2.** No modifications or amendments of this Contract are effective unless in writing, signed by the parties, and executed in the same manner as this Contract was originally executed.

**3.** A party may waive or release the other party's breach or default only in writing.

**C. Severability:**

Each provision of this Contract is severable from all other provisions of this Contract, and if one or more of the provisions of this Contract are declared invalid, the remaining provisions of the Contract remain in full force and effect.

If any provision or portion thereof of this Contract is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Contract to either party, such provision shall not render unenforceable this entire

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contract. Rather, the parties intend that the remaining provisions shall be administered as if the Contract did not include the invalid provision.

**Article XIV. Termination.**

**A. Act of God:** Whenever, as a result of any cause beyond the City or Rivers' control (such as fire, flood, windstorm, or other acts of God or emergency declared by federal or state governments), the City or Rivers is prevented from complying with any obligation of this Contract, the City or Rivers shall not be liable for any damages for default of this Contract. In the event of an Act of God causing noncompliance with the Contract, at the option of the City, this Contract shall terminate, and each party hereto shall be released from further obligation under the Contract.

**B. Cancellation:**

**1.** In the event that Rivers wishes to cancel this Contract, Rivers may do so in writing.

**2.** If the contract is canceled, it is understood that Rivers will not be considered as a prospective bidder for the Services identified in Article II above until after it has been determined that no other party is interested.

**C. Termination:**

**1.** Upon the failure of Rivers to comply with any provision, stipulation, or condition of the Contract, including the regular payment of rent and fees as agreed upon, this Contract and concession may be terminated immediately at the option of the City.

**2.** In the event of the termination of this Contract for any cause, Rivers shall be liable for that portion of the Contract Fee, Pro-rated to the effective date of such termination.

**D. Cancellation for Convenience:**

**1.** The City may cancel this Contract for its convenience, in whole or part, if the City determines that such a cancellation is in the City's best interest.

**2.** Reasons for such cancellation shall be left to the sole discretion of the City and may include, but not necessarily be limited to:

**a.** The City no longer needs the services or products specified in the Contract.

**b.** Changes in laws, rules, or regulations that make implementation of the Contract services no longer practical or feasible.

**c.** Change in ownership of the City property or damage to the Premise.

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**d.** Unacceptable prices for additional services requested by the City.

**3.** The City may cancel the Contact for its convenience, in whole or in part, by giving Rivers written notice thirty (30) days prior to the date of cancellation.

**4.** If the City chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.

**E. Vacating Premise:**

**1.** Rivers shall vacate the Premise by the expiration date of the Contract.

**2.** If termination or cancellation shall occur, then Rivers shall vacate the Premise within fifteen (15) days of termination or cancellation.

**3.** No personal property on which the City has placed a lien shall be removed from the Premise until all Contract Fees and other sums owed to the City have been paid.

**F. Waiver of Default:** The failure of a party to insist upon strict adherence to any term of this Contract does not deprive the party of the right to insist upon strict adherence to that term, or any other term, of this Contract.

**G. Integration:** This Contract constitutes the complete and exclusive agreement and understanding of the parties as it relates to this transaction. This Contract supersedes all proposals or other prior agreements and all other communications between the parties relating to this transaction.

**Article XV. Confidentiality Statement.**

Rivers agrees to treat as confidential all information which may be derived from or be obtained in the course of this Contract or which may come into the possession of Rivers or an employee as a result or in connection with this Contract. Rivers will provide all necessary precautions to ensure that all such information is treated as confidential by Rivers and Rivers employees.

Confidential information includes all information related to the business of the City and its employees.

I understand that I am bound by a duty of confidentiality and agree to adhere to the conditions within the Contract.

**Article XVI. General Provisions.**

**A. Entire Contract:** This instrument contains the entire Contract between the City and Rivers. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution

DRAFT

of this Contract, shall affect or modify any of the terms or obligations herein contained.

**B. Compliance with Laws:** This Contract and all of Rivers work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because City is a public governmental agency or body. Rivers represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.

**C. Governing Law:** This Contract shall be governed by the laws of the State of Michigan.

**D. Assignment:** Rivers shall not assign this Contract or any part thereof without the written consent of the City. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

**E. Third Parties:** It is the intention of the parties hereto that this Contract is not made for the benefit of any private third party. It is understood by Rivers that it is hired by the City to work exclusively for the City and Rivers agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Rivers performance of the work.

**F. Notices:** Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or certified mail delivery to the attention of the following persons:

City: City Manager, Rich LaBombard, and City Clerk, Pam Aalderink
Rivers: Michael Phillippe

**G. Changes:** Any changes in the provisions of this Contract must be in writing and signed by the City and Rivers.

**H. Waivers:** No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

**I. Jurisdiction and Venue of Contract:** This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Douglas, Allegan County, Michigan.

**J. Conflict:** In the event of any conflict or inconsistency between the above provisions of this Contract, the provisions in the above text shall govern.

**IN WITNESS WHEREOF,** the City and Rivers have executed this Contract in Allegan County, Michigan, as of the date first listed above.

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**RUNNING RIVERS INC.**

_____ _____

**Signature** **Date**

_____

**Printed Name & Title**

**CITY OF DOUGLAS**

_____ _____

**Signature** **Date**

_____

**Printed Name & Title**

_____ _____

**Signature** **Date**

_____

**Printed Name & Title**

DRAFT

# CITY OF DOUGLAS

## WORKER'S COMPENSATION CERTIFICATION

☐ I hereby certify that effective the date of this Contract with the City of Douglas and at all times in the performance of such Contract that:

I have and will maintain in full force and effect the Workers Compensation Insurance in compliance with the laws of the State of Michigan, and will provide a Certificate of Insurance to the City upon request, with the following insurance company:

_____

Company Name

_____

Agent's Name, Address, and Telephone Number

_____

Policy Number and Effective Date

OR

☐ I will perform said Contract myself and do not have and will not have any employee or employees assisting me with the performance of the Contract and am not required by the Laws of the State of Michigan to obtain and maintain a Worker's Compensation Insurance in the performance of this Contract.

I understand that this statement is made as a material part of the Contract, which I have, or will execute, with the City of Douglas.

_____ _____

Signature of Running Rivers Inc. Date

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# CITY OF DOUGLAS

# EQUIPMENT FORM

Per **Article II. Services**, **G. Equipment and Supplies**, **1. Equipment:**, **d**.;
Annually, Rivers shall furnish the City a complete inventory of equipment owned, leased, or loaned to Rivers; any additional equipment shall be reported as soon as in use.

Please, list equipment inventory:

DRAFT

# MEMORANDUM

**To:** **City Council**

**From:** **Rich LaBombard**
**City Manager**

**Date:** **April 5, 2021**

**Subject:** **Public Works Mutual Aid and Assistance Agreement Between the City of Douglas and the City of Saugatuck - Resolution 04-2021**

The nationwide COVID pandemic has brought to light the need to think outside of the box when it comes to continuity of service delivery, particularly in the event a COVID health crisis impacts the Department of Public Works. The administrators of Douglas and Saugatuck began discussions about a mutual aid agreement for the respective Departments of Public Works back in December 2020. Similar mutual aid agreements already exist with the Douglas Police Department and surrounding communities.

The attached mutual aid agreement establishes the terms under which one party provides resources - personnel, teams, facilities, equipment, and supplies - to another party. The City of Douglas and the City of Saugatuck would like to establish a public works mutual aid and assistance agreement to protect the City should it need to rely on assistance from the other community in order to continue service delivery such as snow plowing, salting, storm dean up, or traffic barricading, for example. By creating this framework, both municipalities can work as partners within the terms of the reciprocal mutual aid agreement.

The process starts when a party determines its resources are inadequate to respond to a disaster, emergency, or other serious threat to public health or safety, then it may request mutual aid and assistance. The responding community determines if it has the available resources to respond; however, the responding community understands that its foremost responsibility is to its own citizens. If resources are available, the recipienfcommunity will be responsible for costs and expenses incurred. The recipient community defines the scope of work, services requested, estimated time, and designated supervisor. The responding community may terminate mutual aid if needed. With the completion of the mutual aid assi$_{gn}$ ment, the associated costs for personnel, equipment, materials and supplies and overhead are calculated and the recipient community is billed for the aid provided.

The initial agreement is for a term of five years with subsequent renewals optional in five-year increments.

The agreement has been reviewed by the City Attorney.

I recommend City Council approve Resolution 04-2021, the public works mutual aid and assistance agreement between the City of Douglas and the City of Saugatuck.

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

**RESOLUTION NO. 04-2021**

**A RESOLUTION ADOPTING AND AUTHORIZING EXECUTION OF A PUBLIC WORKS MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN THE CITY OF DOUGLAS AND THE CITY OF SAUGATUCK**

---

At a regular meeting of the City Council for the City of the Village of Douglas, Michigan, held on the 5th day of April 2021 at 7:00 p.m.

Present:

Absent:

Council Member _____ _, offered the following resolution and moved for its adoption, seconded by Council Member _____ _:

**RESOLUTION**

**WHEREAS,** the City of Douglas and the City of Saugatuck are geographically vulnerable to a variety of natural weather events; and

**WHEREAS,** emergencies such as the COVID-19 Pandemic could have the potential to leave vulnerable all employees of the Public Works Department; and

**WHEREAS,** Act No. 390 of the Public Acts of 1976, as amended (Act 390) permits municipalities and counties to make the most efficient use of their powers by enabling them to cooperate with other municipalities on a basis of mutual cooperation and recognizing this vulnerability and providing that this Agreements intended purposes are to:

(1) Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property;
(2) Prepare for prompt and efficient utilization of resources in the City of Douglas and the City of Saugatuck; and

**WHEREAS,** in addition to the State, the Federal Emergency Management Agency (FEMA) has recognized the importance of the concept of coordination between the State and local governments; and

**WHEREAS,** Act No. 390 of the Public Acts of 1976, as amended (Act 390) allows municipalities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of personnel, facilities, services, supplies and other resources; and

**WHEREAS,** the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance among one another at the appropriate times.

**THEREFORE, BE IS RESOLVED,** the City of the Village of Douglas hereby adopt and authorize the execution of the Public Works Mutual Aid and Assistance Agreement Between the City of Douglas and the City of Saugatuck as of the date set forth in this Agreement.

YEAS:

NAYS:

ABSTAIN:

ABSENT:

Motion approved this 5th day of April 2021.

Signed: _____
Patricia Lion, Mayor

Signed: _____
Pamela Aalderink, City Clerk

CERTIFICATION

I, Pamela Aalderink, the duly appointed clerk of the City of Douglas does hereby certify the foregoing is a true and complete copy of a resolution adopted by the Douglas City Council at a regular meeting held April 5, 2021, in compliance with the Open Meetings 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.

Signed: _____
Pamela Aalderink, City Clerk

# PUBLIC WORKS MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN THE CITY OF DOUGLAS AND THE CITY OF SAUGATUCK

This Agreement is made this 5th day of April 2021, by and among the City of Douglas and the City of Saugatuck with reference to the following facts and circumstances.

**SECTION I: DEFINITIONS**

The following definitions will apply to the terms appearing in this Agreement.

A. *Agreement* means this document, the Public Works Mutual Aid and Assistance Agreement between the City of Douglas and the City of Saugatuck.

B. *Aid and Assistance* include personnel, equipment, facilities, services, supplies, and other resources.

C. *Authorized Representative* means a Party's employee, who has been authorized, in writing by that Party, to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each Party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.)

D. *Mutual Aid Resource List* means the list of equipment and personnel maintained by the Party's Public Works Department.

E. *Party* means a governmental entity, which has adopted and executed this Agreement.

F. *Provider* means the Party providing aid and assistance.

G. *Recipient* means the Party receiving or requesting aid and assistance.

**SECTION II: INITIAL RECOGNITION OF PRINCIPLE OF ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES**

A. As this is a reciprocal Agreement, it is recognized that any Party to this Agreement may be requested by another Party to be a Provider. It is mutually understood that each Party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any Party to this Agreement to provide Aid and Assistance pursuant to a request from another Party. Accordingly, when Aid and Assistance have been requested, a Party may in good faith withhold the resources necessary to provide reasonable and adequate services to its own community, by deeming itself unavailable to respond and so informing the Party setting forth the request.

B. Given the finite resources of any jurisdiction and the potential for each Party to be unavailable for Aid and Assistance at a given point in time, the Party's mutually encourage each other to enlist other entities in mutual Aid and Assistance efforts and to enter into such Agreements accordingly. Concomitantly, the Parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render Aid and Assistance in accordance with the terms of this Agreement to the fullest extent possible.

C. This Agreement shall be interpreted and implemented in accordance with Act No. 390 of the Public Acts of 1976, as amended (Act 390), to the extent applicable and practicable.

**SECTION III: PROCEDURES FOR REQUESTING AID AND ASSISTANCE**

When the Recipient deems its resources inadequate due to a disaster, emergency, or other serious threat to public health or safety in accordance with Act 390, it may request mutual Aid and Assistance by communicating the request directly to Provider, indicating the request is made pursuant to this Agreement. The request shall be followed as soon as practicable by a written confirmation of that request. All requests for Aid and Assistance shall be transmitted as set for the below.

A. *METHOD OF REQUEST FOR AID AND ASSISTANCE:* Recipient shall directly contact Provider's Authorized Representative, setting forth the information in paragraph B of this section. All communications shall be conducted directly between Recipient and Provider Authorized Representatives. Recipient shall be responsible for the costs and expenses incurred by Provider in providing Aid and Assistance pursuant to the provisions of this Agreement as noted in Section VII of this Agreement.

B. *REQUIRED INFORMATION:* Each request for Aid and Assistance shall be accompanied by the following information, in writing or by any other available means, to the extent known:

(1) Area and Status: A general description of the area requiring Aid and Assistance.
(2) Services: Identification of the service function(s) for which Aid and Assistance is needed and the particular type of Aid and Assistance needed.

C. *STATE AND FEDERAL ASSISTANCE:* If the severity of the emergency is expected to exhaust the reasonably available resources on the Mutual Aid Resource List, then the Recipient shall be responsible for notifying the appropriate state agencies or coordinating requests for state and/or federal assistance.

**SECTION IV: PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER AID AND ASSISTANCE**

When contacted by a Recipient in need, Provider's Authorized Representative shall assess Provider's own local situation in order to determine available personnel, equipment, and other resources. If Provider's Authorized Representative determines that Provider has available resources, Provider's Authorized Representative shall so notify the Recipient. Provider shall complete a written acknowledgment regarding the Aid and Assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient for a final response. Provider's acknowledgement shall contain the following information:

A. In response to the items contained in the request, an acknowledgment of the personnel, equipment, and other resources to be sent;
B. The projected length of time such personnel, equipment, and other resources will be available to serve Recipient;
C. The estimated time when the Aid and Assistance provided will arrive at the location designated by the Authorized Representative of the Recipient; and
D. The name of the person(s) to be designated as Provider's supervisory personnel (pursuant to the Supervision and Control section [Section V) of this Agreement).

**SECTION V: SUPERVISION AND CONTROL**

A. Provider shall designate a supervisory personnel, as necessary, among any employees sent to render Aid and Assistance to Recipient. As soon as a practicable, Recipient shall assign work tasks to Provider's supervisory personnel, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisory personnel and Recipient.

Based upon such assignments set forth by Recipient, Provider's supervisory personnel shall:

(1) Have the authority to assign work and establish work schedules for Provider's personnel. Further, direct supervision and control of Provider's personnel, equipment, and other resources shall remain with Provider's supervisory personnel. Provider shall be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;

(2) Maintain daily personnel time records, material records, a log of equipment hours, and other expenses;

(3) Shall report work progress to Recipient at mutually agreed upon intervals.

SECTION VI: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

A. The duration of Provider's Aid and Assistance shall be for the period set forth in Section IV.B., above, starting from the time of arrival; provided, however, that the Provider's Aid and Assistance may be extended or shortened as the situation warrants for periods agreed upon by the Authorized Representatives of Provider and Recipient.

B. Notwithstanding any other provision of this Agreement, and as noted in Section II of this Agreement, Provider's personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of Provider's intent to terminate portions or all Aid and Assistance, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

**SECTION VII: COST DOCUMENTATION**

A. *Personnel* - Provider shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and any collective bargaining agreements. At the conclusion of the period of Aid and Assistance, the Provider shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirement, etc.).

B. *Expense* - Provider shall be reimbursed for travel time to and from Recipients designation area.

C. *Equipment* - Provider shall document the use of its equipment during the period of Aid and Assistance. Provider shall be reimbursed at the current year MDOT Equipment Rental Rates, Schedule C.

D. *Materials and Supplies* - Provider shall document all materials and supplies furnished by it and used or damaged during the period of Aid and Assistance.

E. *Overhead* - Provider shall be reimbursed at either the Provider's MOOT approved overhead rate, if applicable. If Provider does not have MOOT approved overhead rate, then it shall be reimbursed at a rate not to exceed 8.5 percent.

SECTION VIII: RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES

Whenever Provider's employees are rendering Aid and Assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

**SECTION IX: PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKERS' COMPENSATION POLICY**

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees due to personal injury or death occurring during the period of time such employees are engaged in the rendering of Aid and Assistance under this Agreement. It is mutually understood that Recipient shall be responsible for payment of such workers compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers compensation benefits to its own respective employees.

**SECTION X: IMMUNITY**

Pursuant to GOVERNMENTAL LIABILITY FOR NEGLIGENCE Act 170 of 1964, all activities performed under this Agreement are hereby declared to be governmental functions and liability of both Provider and Recipient shall be governed as such.

**SECTION XI: PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS**

Each Party (as indemnitor) agrees to protect, defend, indemnify, and hold the other Party (as indemnitee), and its officers, employees, and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or emissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each Party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other Party's to this Agreement.

**SECTION XII: INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION**

This Agreement shall be binding for five (5) years from its effective date, unless terminated, for any reason or no reason, upon at least sixty (60) days advance written notice by the terminating Party as set forth below. After the initial term, this Agreement may be renewed in five-year increments upon the mutual agreement of the parties.

SECTION XIII: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION XIV: SEVERABILITY - EFFECT ON OTHER AGREEMENTS

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Party's declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the Party's that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentences(s), provisions(s), paragraphs(s), or other part(s) invalidated.

**SECTION XV: EFFECTIVE DATE**

This Agreement shall take effect upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.

IN WITNESS WHEREOF, the Party's have executed the Public Works Mutual Aid and Assistance Agreement Between the City of Douglas and the City of Saugatuck, effective the date first above written.

**CITY OF DOUGLAS**

Approved by: _____ _____

Patricia Lion, Mayor Date

Approved by: _____ _____

Pamela Aalderink, City Clerk Date

**CITY OF SAUGATUCK**

Approved by: _____ _____

Mark Bekken, Mayor Date

Approved by: _____ _____

Erin Wilkinson, City Clerk Date

# MEMORANDUM

**To:** **City Council**

**From:** **Rich LaBombard**
**City Manager**

**Date:** **April 5, 2021**

**Subject:** **Special Event Permit Application for Saugatuck Douglas Fennville Arts Initiative**

The City of Douglas has received a Special Event Permit Application from the Saugatuck Douglas Fennville Arts Initiative (SDFAI) to seek assistance using City resources, as well as, the use of Wades Bayou. City resources will include additional trash receptacles and pickup, portable restroom clean up, and use of electric at Wades Bayou.

The proposed event is scheduled for Saturday, July 17, 2021, and will be held from 7:00 p.m. – 10:00 p.m. If approved this event will feature poet and spoken word artist Kyd Kane, hip hop artist Collab, jazz musician and poet CC, and cellist Jordan Hamilton. Special guests will include a DJ set by SuperDre and experimental design studio, and Not Design will be spinning Performative Typography through live responsive Letterpress. The Critical Infrastructure stage will be designed by nationally recognized artist Paul Amenta and architect Ted Lott of Lott3Metz Architecture, in collaboration with DisArt. This project will be realized in partnership with Xibitz and with technical support from KBOgroup. Their proposed event cost is approximately $15,000.

SDFAI plans to contact Inter Urban to organize the parking needs with possible locations for drop off and pick up at the Douglas Elementary School, Lake Vista SuperValue, St. Peters Church, or 200 Blue Star Highway. The event will be policed by a crew of volunteers that the collaborating organization brings, as well as volunteers from the SDFAI. Beer and wine will be served and SDFAI is aware that there is no potable water at Wades Bayou and therefore plan to supply their own.

**I recommend City Council approve a Special Event Permit for the Saugatuck Douglas Fennville Arts Initiative following the guidance of the Michigan Department of Health and Human Services requirements for outdoor gatherings.**

**CITY OF THE VILLAGE OF DOUGLAS**
86 West Center Street, P.O. Box 757
Douglas, MI 49406
(269) 857-1438 phone / (269) 857-4751 fax

www.ci.douglas.mi.us.com
douglas@ci.douglas.mi.us

| CITY COUNCIL ACTION | |
|---|---|
| **Approved** | _____ |
| **Denied** | _____ |

# APPLICATION FOR SPECIAL EVENT PERMIT

The City of Douglas offers two types of permits for events within the City. A **Special Event** is described as a large gathering of people that covers a broader range of the City, such as, the entire park(s), right-of-ways, trails, street closures, sidewalks, etc. These events also require significant coordination and requests of City resources, such as, Douglas Police Department, Department of Public Works, and Saugatuck Township Fire Department. **Special Event Permits will require approval from City Council and need to be filled out in its entirety and returned to the City Clerk's office a minimum of 60 days prior to the scheduled event.** A **Park Reservation** permit is described as a small gathering confined to a small area of a park and does not require significant City coordination or resources. Park Reservation permits require only City administration approval.

## APPLICANT/ORGANIZATION INFORMATION

Applicant/Organization: Saugatuck Douglas Fennville Arts Initiative PH: _____

Contact Name: Maryjo Lemanski PH: _____

Street Address/P.O. Box: _____

City/State/Zip Code: _____

E-mail: _____

**CONTACT PERSON ON DAY OF EVENT:** Paul Amenta **PH:** _____

## EVENT INFORMATION

Name of Event: Critical Infrastructure

Event Date(s): July 17 Anticipated Number of Attendees: 100-150

Purpose of Event: (see attachment)

_____

Location of Event: Wade's Bayou (see attachment)

_____

Event Start & End Hours: 7-10pm

Estimated Date/Time for Set-Up: Fri 7/16 5-10pm Sat 7/1710am-2pr

Estimated Date/Time for Clean-Up: Sun 7/18/ 10am-2pm

Estimated Number of Volunteers: 10

## EVENT DETAILS

### MUSIC:

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

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

Time music will begin: 7:00 end: 10:00

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

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

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

### ALCOHOL:

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

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

☑ *Provide Copy of Michigan Liquor Control License*

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

SiTE:LAB has years of experience in providing bars for their outdoor public events / will use th

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

### EVENT SIGNAGE:

City approval is required for any temporary signage in the public right-of-way, across a street, or on City property. Which of the following signs are requested for this event?

☐ Temporary Signs: Number requested: _____ Maximum size is 2'x2'
(Cannot be displayed more than 15 days prior to first day of event and must be removed 24 hours after end of event.)

☐ Banner Signage: Maximum size is 14'x4'
(Cannot be displayed more than 15 days prior to first day of event and must be removed 24 hours after end of event.)

☑ Signage at Event Site: Location(s): Wade's Bayou
Description of signs: 2 sandwich signs
(Signs at event site cannot be displayed prior to the day of the event and must be removed at the end of the event.)

Please see the City Clerk to obtain the correct application based on the event signage requested.

### FIREWORKS:

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

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

☐ *Council Resolution will be Required – see attached sample*

**TENTS/CANOPIES/MISC:**

Will tents/canopies be installed? ☐ Yes ☑ No

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

☐ *Fill out the Special Event Requirements for Tent Structures form and/or call the Saugatuck Township Fire Department with questions at (269) 857-3000.*

☐ Booths – Quantity _____
☐ Awnings – Quantity _____
☑ Portable Toilets – Quantity 2

☐ Tents – Quantity _____
☐ Tables – Quantity _____

The City of Douglas does not have tents, tables, or chairs available for rental.

---

## APPLICANT/ORGANIZATION CHECK LIST

☐ Completed Application
☐ Event Map (include detailed event layout for food vendors/concessions, booths, portable restrooms, road closures, barricades, music, event signage, etc.)
☐ Certificate of Insurance (listing the City of Douglas as additional insured)
☐ Fireworks Resolution – 60 days in advance (if applicable)
☐ Michigan Liquor Control Commission Special Event License (if applicable)
☐ Health Department Food Service License (if applicable)
☐ Requirements for Tent Structures (if applicable)

If document(s) are missing, please explain: _____

The Applicant/Organization understand and agrees to the following:

Provide a certificate of insurance with all coverage deemed necessary for the event, naming the City of Douglas as an additional insured on all applicable policies. The certificate shall be submitted to the City Clerk's Office no later than 1 (one) week following notice of the event approval.

Comply with all local and applicable State Laws and City policies. Applicant/Organization acknowledges that the special events permit does not relieve the Applicant/Organization from meeting any requirements of law or those of other public bodies or agencies applicable to the event.

Applicant/Organization further understands the approval of the event may include additional requirements and/or limitations based on the City's review of this application. The Applicant/Organization understands that it may be necessary to meet with City staff during the review of this application and that City Council approval is necessary before the event may be held.

Applicant/Organization understands that he/she is responsible for contacting the Michigan Liquor Control Commission and/or Allegan County Health Department to secure all permits required for this event.

Applicant/Organization also agrees to clean-up and leave/restore the area in the condition it was found. The City is not responsible for equipment or personal items left on public property.

A breach of any of these understandings and agreements may result in the denial of Application or revocation of an approval of the City.

## HOLD HARMLESS/INDEMNITY

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

A. Acts or omissions by the Applicant/Organization, its agents, employees, servants and Contractors in furtherance of the event, including, but not limited to, acts or omissions alleged to be in the nature of gross negligence or willful misconduct. The Applicant/Organization agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims, or demands arising from the operations of the Applicant/Organization due to the above referenced acts or omissions.

B. Violations of state or federal law by Applicant/Organization, its agents, employees, servants, and Contractors whether administrative or judicial, arising from the nature and extent of this Application. Permit and/or event.

C. Other acts of Applicant/Organization or attendees causing personal injury or property damages in connection with this event, unless resulting from the sole negligence of the City, its officers, employees, or agents.

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

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

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

Printed Name of Applicant: Maryjo Lemanski Date: 3/7/2021

Signature of Applicant: _____ Date: 3/7/2021

---------- Office Use ----------

# AUTHORIZING PERSONNEL SIGNATURES:

## DEPARTMENT OF PUBLIC WORKS:

**(Applicable permit fees may apply depending upon the assistance required by the City):**

☐ Approved ☐ Denied *Authorized Personnel Signature* _____

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

| | |
|---|---|
| ☑ Trash Receptacles – Quantity _____ | ☐ Barricades – Quantity _____ |
| ☐ Traffic Cones – Quantity _____ | ☐ No Parking Signs – Quantity _____ |
| ☐ Fencing– Quantity _____ | ☑ Electric |
| ☐ Water | ☐ Restroom Cleaning |

## DOUGLAS POLICE DEPARTMENT:

(Applicable permit fees may apply depending upon the assistance required by the City):

☐ Approved ☐ Denied *Authorized Personnel Signature* _____

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

If yes, please describe & include times: _____

_____

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

Street closure date/time: _____ Street re-open date/time: _____

☐ Parade Route: (Use attached map to outline route)

Parade start time: _____ Parade finish time: _____

Ox-Bow +
SiTE:LAB
Wade's Bayou
July 17, 7-10pm
Bayou St
Water St
porta
john
bar
stage
Bayou St
Wade's Bayou
Memorial Park
Google
Water St

SAUGATUCK DOUGLAS FENNVILLE
ARTS INITIATIVE

The Saugatuck Douglas Fennville Arts Initiative is a newly formed collective dedicated to placing highly interactive visual, performing, culinary, healing and horticultural arts in public venues.

This initiative serves to educate diverse audiences and spark interest in the arts. We enhance and promote the vibrant arts community through installations performances, demonstrations, exhibits and hands on experiences.

Our goal is to offer programs and experiences inclusive of a wide ranging arts audiences, all of whom can enjoy enriching and educational events at no cost. Everyone can find an arts opportunity that is accessible to them and go deeper at varying levels of engagement.

The mission of the Saugatuck Douglas Fennville Arts Initiative (SDFAI) is to expose, encourage and develop interactive visual, performing, culinary, healing and horticultural arts in public venues. SDFAI will function as a catalyst and collaborator with like-minded organizations in the Saugatuck, Douglas, and Fennville area.

The initiative is made of two committees, The arts and cultural organizations and the community leaders. The goal is not only to revive and reenergize the current arts in the area but create benefits of both economic growth and community development.

This community-led initiative aims to create a positive connection between the arts and community development. Redefining The “Art Coast of Michigan” is of vital importance for a cultural enrichment and the overall community and economic success of the area.

6558 Heron Ridge Rd. Saugatuck MI 49453 (269) 303-2276 maryjo.lemanski@gmail.com

Venue: Wade’s Bayou

Saturday, July 17, 7-10pm

SITE:LAB in partnership with Ox-Bow and the city of Douglas will host a one-night event.

**SiTE:LAB**
***CRITICAL INFRASTRUCTURE: Wade’s Bayou***

**Kyd Kane poetry presents: Challenge Privilege**

Featuring:
Poet and spoken word artist Kyd Kane, hip hop artist Collab, jazz musician and poet CC, and cellist Jordan Hamilton.

Special guests:
DJ set by SuperDre, and experimental design studio, Not Design will be spinning Performative Typography through live responsive Letterpress.

The *Critical Infrastructure* stage was designed by artist Paul Amenta and architect Ted Lott of Lott3Metz Architecture, in collaboration with DisArt. This project was realized in partnership with Xibitz, and with technical support from KBOgroup.

**Event Budget**

| | |
|---|---|
| **artist support:** | **$5,000** |
| **tech support:** | **$7,500** |
| **Install/deinstall:** | **$2,500** |
| **total:** | **$15,000** |

SAUGATUCK DOUGLAS FENNVILLE
ARTS INITIATIVE

Paul Amenta, one incredibly creative artist sees the promise of engaging the community through art in a vacant building or specific site . A multitude of partners, volunteers, and artists create unusual art installations that welcome visitors from all walks of life.

Amenta, the director of SiTE:LAB a volunteer-run, nomadic nonprofit organization based in Grand Rapids is known for pop-up galleries and site-specific installations. Art pieces in SiTE;LAB draw inspiration from the site where they are being exhibited and often uses abandoned buildings and other transitional spaces.

After viewing sites in the Saugatuck Douglas area, Paul selected the old library in Douglas as ideal for a year long installation. Paul's request was that SiTE:LAB collaborated with Ox-Bow in creating an environment and many impactful experiences with national and regional artists. Shannon Stratton, the Executive Director of Ox-Bow and Paul recognized their mutual connections with artists and their share vision for ARTHUB were the impetus needed to create the installation.

They agreed that with the support of the City of Douglas in facilitating the acquisition of the former library building, they would be able to reinvent the building and establish a cutting edge space where all can experience, explore and learn to appreciate contemporary art.

"The most successful artworks are those that invite you in, challenge you, keep you lingering, and stay in your mind for a while. "That's the power of art, the power to call you back to it, like a great piece of music," Amenta adds. "It's about the experience, and it's how people come together through art."

Wade's Bayou became the ideal venue to announce and celebrate the kickoff of ART HUB on July 17 from 7-10pm. The proximity of the Kalamazoo River, the grounds and the concept of using boats in his installation triggered the decision.

"We want this installation to be accessible to everyone, to engage the community, pose questions, generate discussions, and offer an experience"

The event entitled "Critical Infrastructure will be an art performance piece featuring poet and spoken word artist, Kyd Kane, hiphop artist Collab, jay musician and poet CC and cellist Jordan Hamilton. Other guests include DJ set by Super Dre and Not Design.The performers using a stage designed by Amenta and architect Ted Lott.

This is an incredible opportunity for Douglas and the surrounding communities. SiTE:LAB's reputation in the art world is well known and will put Douglas on the map as a site for innovative art experiences. Visitors will flock from areas in the Midwest to be engaged in a SiTE:LAB installation.

SAUGATUCK DOUGLAS FENNVILLE
ARTS INITIATIVE

## 2021 SCHEDULE OF EXHIBITIONS, INSTALLATIONS AND EVENTS

**UNMASKED: PHOTOGRAPHIC PORTRAITS AFTER 2020**
**June 6-September 7**
Opening Reception June 6
Exhibit of cell phone portraits by community residents
**Saugatuck Douglas District Library**

**Programs**
Demonstrations, Book Read, Classes, Movies,

**Artists/Local Photographers**
Kim Zahnow
Scott Sullivan

**ART OF THE PEOPLE: CONTEMPORARY ANISHNAABE ARTISTS**
July 1- October 10
Opening Reception July 1
Exhibit of works by 7 Anishnaabe artists
Smaller version of exhibit from the Muskegon Museum of Art
Coinciding with SDHC outdoor exhibit First Michiganders
**Saugatuck Douglas History Center**

**Programs**
Tuesday Talks
Artist Demonstrations

**Artists/ Annishnaabe Artists**
Jason Quigno
Le'Ana Asher
Jason Wesaw
Shirley Bracker
Kelly Church
Adam Avery
Summer Peters

**CREATIVE SPARK: CELEBRATION OF THE "THREE FIRES"**
August 14th 11-4pm
Dancing and Music
Loom Beading
Quillwork Demo
Native American Food
Story telling (parables)
Regalia display
Vendors
Black ash basket demonstration
**Saugatuck Douglas History Center**

**SiTE:LAB**
**Critical Infracture/Challenge Privilege**

July 17 7-10pm
SiTE:LAB in partnership with Ox-Bow and the City of Douglas
Poetry, Jazz, Hip hop and Cello performances
Experimental design studio
**Wade's Bayou. Tentative pending approval by City of Douglas**

**Artists**
Paul Amenta
Kyd Kane
CC
Jordan Hamilton
SuperDre
Collab

**ARTE:LATINO**
July 15-August 15
Opening July 15
Exhibit of Works by Contemporary Latino Artists
**Fennville District Library**

**Artists**
Dante Rodriguez
Xavier Tavera
Robert de los Santos
And others

**CELEBRACION DE LAS ARTES**
July 31 11-4pm

Dance Performances
Music
Live Demonstrations
Story Telling
Art Activities
Food
**Fennville District Library**

SAUGATUCK DOUGLAS FENNVILLE
ARTS INITIATIVE

The Saugatuck Douglas Fennville Arts Initiative is a newly formed collective dedicated to placing highly interactive visual, performing, culinary, healing and horticultural arts in public venues.

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6558 Heron Ridge Rd. Saugatuck MI 49453 (269) 303-2276 maryjo.lemanski@gmail.com

**To:** City Council

**From:** Nicholas Wikar
Planning and Zoning Administrator

**Date:** April 2, 2021

**Subject:** **Resolution Certifying an Approved Lot Line Adjustment - PPN: 03-59-016-074-00 (333 Blue Star Highway) and PPN: 03-59-016-072-11 (435 Blue Star Highway); Ethan Del Stone (Koi Holdings, LLC) (Resolution 11-2021)**

In accordance with the Land Division Act, PA 288 of 1976, as amended, the Planning and Zoning Administrator, has reviewed and approved the application for an "exempt" Application for Land Division, to perform a lot line adjustment to divide part of 333 Blue Star Highway (PPN: 03-59-016-074-00), in Douglas, Michigan, for combination/consolidation of the lesser resultant part with the adjacent property located 435 Blue Star Highway (PPN: 03-59-016-072-11), as deeded.

Article 17 of the City of the Village of Douglas Zoning Ordinance established municipal Land Division Regulations pursuant to the Land Division Act, of which Section 17.03 affirms the administerial duties and responsibility of the Planning and Zoning Administrator to review and approve of the lot line adjustment. The approved application and submittals have been provided to City Council with Resolution 11-2021, to certify for the public record, the administerial function and duties performed by the Planning and Zoning Administrator.

*Pursuant to the City of Douglas Schedule of Fees, all associated permit application fees have been paid to defer the cost of review, with no financial cost or burden upon the City resultant of this procedural action.*

**It is recommended the Douglas City Council approve Resolution 11-2021, a Resolution Certifying an Approved Lot Line Adjustment, and the approved Land Division Application for the exempt division of (PPN: 03-59-016-074-00), to permit deed of the lesser resulting part to 435 Blue Star Highway (PPN: 03-59-016-072-11).**

**VILLAGE OF DOUGLAS**
**APPLICATION FOR LOT SPLIT**
**FEE: $250.00**

NAME AND ADDRESS OF APPLICANT KOI HOLDINGS LLC
P.O. BOX 978
DOUGLAS MI 49406

TELEPHONE 773. 808. 3333 (ETHAN)

NAME AND ADDRESS OF PROPERTY OWNER (IF DIFFERENT FROM ABOVE)

GREEN KOI
435 BLUE STAR HWY.
DOUGLAS, MI

TELEPHONE 773-808-3333

PARCEL NUMBER 59-06-072-11

LEGAL DESCRIPTION/ADDRESS OF PROPERTY:
SEE ATTACHED SURVEY

DESCRIBE REASON FOR REQUESTING PROPERTY SPLIT:
EXPANSION

PLEASE BE ADVISED THAT THE VILLAGE COUNCIL REVIEWS ALL REQUESTS PRIOR TO APPROVAL.

*NOTE*: COUNCIL REFERS ANY RESIDENTIAL SPLITS CREATING MORE THAN TWO BUILDABLE LOTS, AND ALL COMMERCIAL SPLITS, TO PLANNING COMMISSION AND ZONING ADMINISTRATOR FOR REVIEW AND RECOMMENDATION PRIOR TO APPROVAL.

[signature] 2/2/21

SIGNATURE OF APPLICANT DATE

---

VILLAGE USE ONLY

APPLICANTION FEE OF $250.00 RECEIVED Paid 01-29-2021 NPW

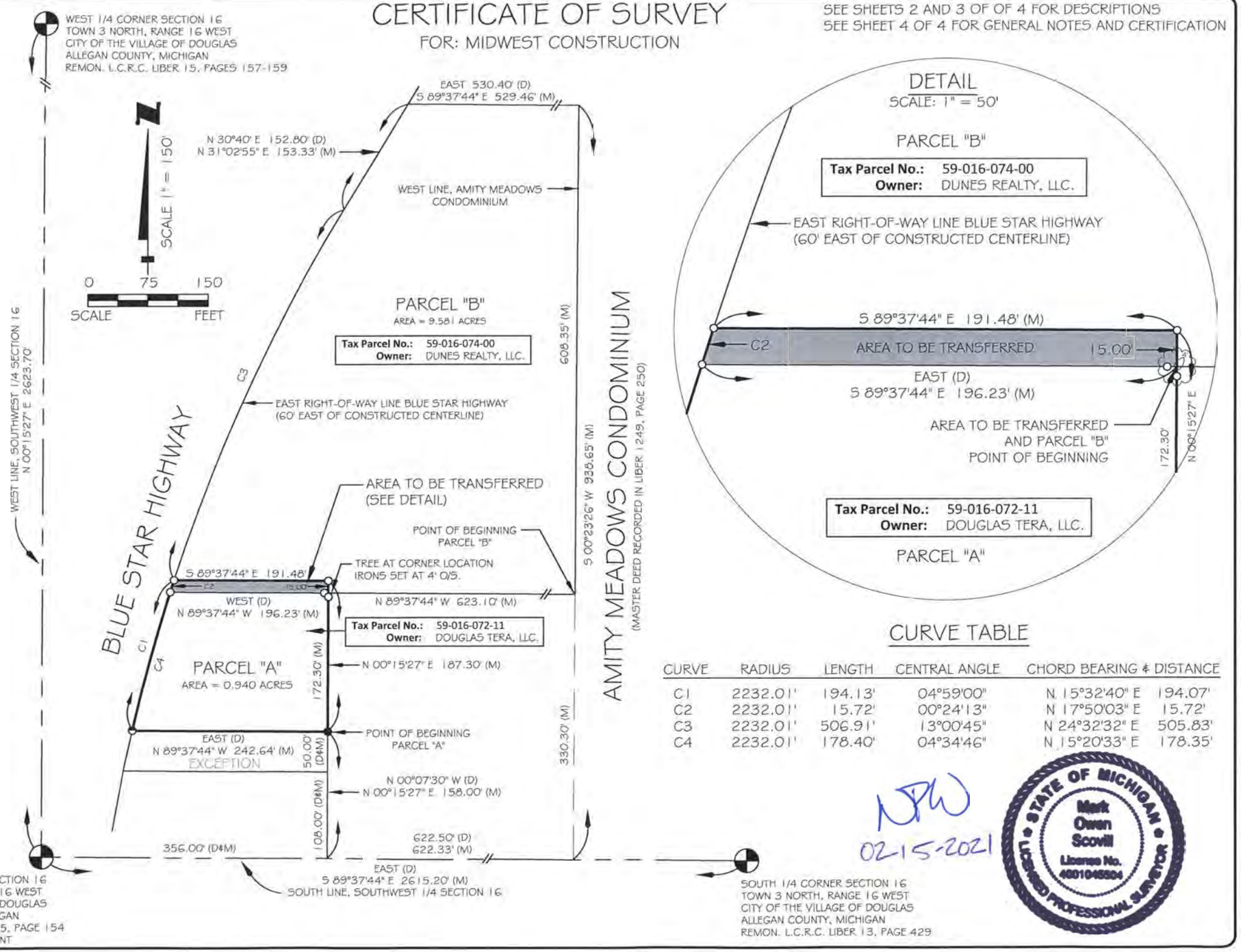
APPLICANT APPROVED_____ DENIED_____

NPW
02-15-2021

# CERTIFICATE OF SURVEY

FOR: MIDWEST CONSTRUCTION

SEE SHEETS 2 AND 3 OF OF 4 FOR DESCRIPTIONS
SEE SHEET 4 OF 4 FOR GENERAL NOTES AND CERTIFICATION




## DETAIL

SCALE: 1" = 50'




## CURVE TABLE

| CURVE | RADIUS | LENGTH | CENTRAL ANGLE | CHORD BEARING & DISTANCE |
|---|---|---|---|---|
| C1 | 2232.01' | 194.13' | 04°59'00" | N 15°32'40" E 194.07' |
| C2 | 2232.01' | 15.72' | 00°24'13" | N 17°50'03" E 15.72' |
| C3 | 2232.01' | 506.91' | 13°00'45" | N 24°32'32" E 505.83' |
| C4 | 2232.01' | 178.40' | 04°34'46" | N 15°20'33" E 178.35' |

NPW
02-15-2021




| Date revised | By |
|---|---|
| . | . |
| Date revised | By |
| . | . |

LEGEND

- SECTION CORNER
- SET 1/2" DIA. STEEL BAR W/ CAP #45500
- FOUND STEEL BAR - NO CAP
- FOUND STEEL BAR W/ CAP #19618
- (M) - MEASURED DIMENSION
- (D) - DEEDED DIMENSION
- REMON. - REMONUMENTATION
- L.C.R.C. - LAND CORNER RECORDATION CERTIFICATE
- AREA TO BE TRANSFERRED

| Horiz. Datum | HEI-96 | Vertical Datum | N/A |
|---|---|---|---|

HOLLAND ENGINEERING
220 Hoover Boulevard
Holland, Michigan 49423-3766
www.hollandengineering.com
T 616-392-5938 F 616-392-2116

| Date | Sheet |
|---|---|
| 01-29-2021 | 1 of 4 |

| Drawn By | Checked By | Surveyed By |
|---|---|---|
| JMR | MOS | RAD |

S-T-R
SECTION 16, T3N, R16W

Twp. or City
CITY OF THE VILLAGE OF DOUGLAS

Job No. 20-12-006

Mark O Scovill

MARK O. SCOVILL
PROFESSIONAL SURVEYOR #
4001045504

# CERTIFICATE OF SURVEY

FOR: MIDWEST CONSTRUCTION

## PARCELS SUBJECT TO BOUNDARY LINE ADJUSTMENT:

### PARCEL "A" (DOUGLAS TERRA, LLC.)

PER COVENANT DEED RECORDED IN LIBER 4489, PAGE 662, ALLEGAN COUNTY REGISTER OF DEEDS, MICHIGAN.

LAND IS LOCATED IN THE CITY OF THE VILLAGE OF DOUGLAS, COUNTY OF ALLEGAN, STATE OF MICHIGAN, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 16, TOWN 3 NORTH, RANGE 16 WEST, THENCE EAST ON THE SECTION LINE 356.00 FEET, THENCE NORTH 00 DEGREES 07 MINUTES 30 SECONDS WEST 108 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION, THENCE NORTH 00 DEGREES 07 MINUTES 30 SECONDS WEST 222.30 FEET, THENCE WEST PARALLEL TO THE SOUTH LINE OF THE SECTION 257.90 FEET TO THE CENTERLINE OF BLUE STAR MEMORIAL HIGHWAY, THENCE ON SAID CENTERLINE ON A CURVE TO THE LEFT WITH A RADIUS OF 1910.08 FEET AND CENTRAL ANGLE OF 30 DEGREES 28 MINUTES TO THE FAR END OF A CHORD THAT BEARS SOUTH 14 DEGREES 21 MINUTES 09 SECONDS WEST 229.46 FEET, THENCE EAST 315.26 FEET TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM THE SOUTH 50 FEET.

### PARCEL "B" (DUNES REALTY, LLC.)

PER TAX DESCRIPTION FOR PARCEL NUMBER 59-016-074-00, ALLEGAN COUNTY, MICHIGAN.

COMMENCING AT THE SOUTHWEST CORNER; THENCE EAST ON THE SOUTH SECTION LINE 978.50 FEET; THENCE NORTH 431.65 FEET TO THE POINT OF BEGINNING; THENCE WEST 788 FEET TO THE EAST RIGHT-OF-WAY LINE OF BLUE STAR MEMORIAL HIGHWAY; THENCE ON SAID RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT WITH A RADIUS OF 1850.08 FEET TO THE FAR END OF A CHORD THAT BEARS NORTH 25 DEGREES 36 MINUTES 10 SECONDS EAST 416.45 FEET; THENCE CONTINUING ON SAID RIGHT-OF-WAY LINE NORTH 30 DEGREES 40 MINUTES EAST 152.80 FEET; THENCE EAST 530.4 FEET; THENCE SOUTH 507 FEET TO THE POINT OF BEGINNING. ALSO COMMENCING AT THE SOUTHWEST CORNER; THENCE EAST OF THE SOUTH SECTION LINE 978.33 FEET; THENCE NORTH 330.30 FEET ALONG THE WEST LINE OF PLAT TO THE POINT OF BEGINNING; THENCE WEST 882.08 FEET; THENCE NORTHEASTERLY 106.65 FEET ALONG THE CONSTRUCTED CENTERLINE OF BLUE STAR HIGHWAY ALONG AN ARC HAVING A RADIUS OF 2292.01 FEET, A CHORD THAT BEARS NORTH 18 DEGREES 07 MINUTES 47 SECONDS EAST 106.64 FEET; THENCE EAST 843.93 FEET; THENCE SOUTH 101.35 FEET. ALL IN SECTION 16, TOWN 3 NORTH, RANGE 16 WEST.

## AREA TO BE TRANSFERRED:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 16, TOWN 3 NORTH, RANGE 16 WEST, CITY OF THE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE SOUTH 89 DEGREES 37 MINUTES 44 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION16, A DISTANCE OF 356.00 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 27 SECONDS EAST, PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 16, A DISTANCE OF 330.30 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 37 MINUTES 44 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION16, A DISTANCE OF 196.23 FEET, TO THE EAST RIGHT-OF-WAY LINE OF BLUE STAR HIGHWAY; THENCE15.72 FEET ALONG THE EAST LINE OF BLUE STAR HIGHWAY ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2232.01 FEET, A CENTRAL ANGLE OF 00 DEGREES 24 MINUTES 13 SECONDS, AND CHORD THAT BEARS NORTH 17 DEGREES 50 MINUTES 03 SECONDS EAST, A DISTANCE OF 15.72 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 44 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION16, A DISTANCE OF 191.48 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 27 SECONDS WEST, PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 16, A DISTANCE OF 15.00 FEET, TO THE POINT OF BEGINNING. CONTAINING 0.067 ACRES OF LAND.

NPW
02-15-2021

| Date revised | By |
|---|---|
| . | . |
| Date revised | By |
| . | . |

LEGEND

- SECTION CORNER
- SET 1/2" DIA. STEEL BAR W/ CAP #45500
- FOUND STEEL BAR – NO CAP
- FOUND STEEL BAR W/ CAP #19618
- (M) - MEASURED DIMENSION
- (D) - DEEDED DIMENSION
- REMON. - REMONUMENTATION
- L.C.R.C. - LAND CORNER RECORDATION CERTIFICATE
- AREA TO BE TRANSFERRED

| Horiz. Datum | HEI-96 | Vertical Datum | N/A |
|---|---|---|---|

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220 Hoover Boulevard
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| Date | Sheet |
|---|---|
| 01-29-2021 | 2 of 4 |

| Drawn By | Checked By | Surveyed By |
|---|---|---|
| JMR | MOS | RAD |

S-T-R
SECTION 16, T3N, R16W

Twp. or City
CITY OF THE VILLAGE OF DOUGLAS

Job No. 20-12-006

Mark Scovill

MARK O. SCOVILL
PROFESSIONAL SURVEYOR#
4001045504

# CERTIFICATE OF SURVEY

FOR: MIDWEST CONSTRUCTION

## PARCELS RESULTING FROM BOUNDARY LINE ADJUSTMENT:

### PARCEL "A" (DOUGLAS TERRA, LLC.)

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 16, TOWN 3 NORTH, RANGE 16 WEST, CITY OF THE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE SOUTH 89 DEGREES 37 MINUTES 44 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION16, A DISTANCE OF 356.00 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 27 SECONDS EAST, PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 16, A DISTANCE OF 158.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 37 MINUTES 44 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 16, A DISTANCE OF 242.64 FEET, TO THE EAST RIGHT-OF-WAY LINE OF BLUE STAR HIGHWAY; THENCE 194.13 FEET ALONG THE EAST LINE OF BLUE STAR HIGHWAY ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2232.01 FEET, A CENTRAL ANGLE OF 04 DEGREES 59 MINUTES 00 SECONDS, AND A CHORD THAT BEARS NORTH 15 DEGREES 32 MINUTES 40 SECONDS EAST, A DISTANCE OF 194.07 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 44 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 16, A DISTANCE OF 191.48 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 27 SECONDS WEST, PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 16, A DISTANCE OF 187.30 FEET, TO THE POINT OF BEGINNING. CONTAINING 0.940 ACRES OF LAND.

### PARCEL "B" (DUNES REALTY, LLC.)

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 16, TOWN 3 NORTH, RANGE 16 WEST, CITY OF THE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE SOUTH 89 DEGREES 37 MINUTES 44 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION16, A DISTANCE OF 978.33 FEET, TO THE WEST LINE OF AMITY MEADOWS CONDOMINIUM, ACCORDING TO THE MASTER DEED RECORDED IN LIBER 1249, PAGE 250; THENCE NORTH 00 DEGREES 23 MINUTES 26 SECONDS EAST, ALONG THE WEST LINE OF SAID AMITY MEADOWS CONDOMINIUM, A DISTANCE OF 330.30 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 37 MINUTES 44 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 16, A DISTANCE OF 623.10 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 27 SECONDS EAST, PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 16, A DISTANCE OF 15.00 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 44 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 16, A DISTANCE OF 191.48 FEET, TO THE EAST RIGHT-OF-WAY LINE OF BLUE STAR HIGHWAY; THENCE 506.91 FEET, ALONG THE EAST LINE OF BLUE STAR HIGHWAY ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2232.01 FEET, A CENTRAL ANGLE OF 13 DEGREES 00 MINUTES 45 SECONDS, AND A CHORD THAT BEARS NORTH 24 DEGREES 32 MINUTES 32 SECONDS EAST, A DISTANCE OF 505.83 FEET; THENCE CONTINUE ALONG THE EAST RIGHT-OF-WAY LINE OF BLUE STAR HIGHWAY NORTH 31 DEGREES 02 MINUTES 55 SECONDS EAST, A DISTANCE OF 153.33 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 44 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 16, A DISTANCE OF 529.46 FEET, TO THE WEST LINE OF SAID AMITY MEADOWS CONDOMINIUM; THENCE SOUTH 00 DEGREES 23 MINUTES 26 SECONDS WEST, ALONG THE WEST LINE OF SAID AMITY MEADOWS CONDOMINIUM, A DISTANCE OF 608.35 FEET, TO THE POINT OF BEGINNING. CONTAINING 9.581 ACRES OF LAND.

STATE OF MICHIGAN
Mark Owen Scovill
License No. 4001045504
LICENSED PROFESSIONAL SURVEYOR

MPW
02-15-2021

| Date revised | By |
|---|---|
| . | . |
| Date revised | By |
| . | . |

LEGEND

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- FOUND STEEL BAR W/ CAP #19618
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- (D) - DEEDED DIMENSION
- REMON. - REMONUMENTATION
- L.C.R.C. - LAND CORNER RECORDATION CERTIFICATE
- AREA TO BE TRANSFERRED

| Horiz. Datum | HEI-96 | Vertical Datum | N/A |
|---|---|---|---|


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| Date | Sheet |
|---|---|
| 01-29-2021 | 3 of 4 |

| Drawn By | Checked By | Surveyed By |
|---|---|---|
| JMR | MOS | RAD |

S-T-R: SECTION 16, T3N, R16W

Twp. or City: CITY OF THE VILLAGE OF DOUGLAS

Job No. 20-12-006

Maria Scovill

MARK O. SCOVILL
PROFESSIONAL SURVEYOR #
4001045504

# CERTIFICATE OF SURVEY

FOR: MIDWEST CONSTRUCTION

## GENERAL NOTES:

THIS SURVEY WAS PREPARED FOR THE LANDS AS DESCRIBED HEREIN WITHOUT THE BENEFIT OF CURRENT TITLE WORK. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.

ALL IMPROVEMENTS, UTILITIES, DITCHES, DRIVES, TWO-TRACKS AND/OR FENCES, IF ANY, WERE NOT LOCATED UNDER THE SCOPE OF THIS SURVEY.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 16 AS BEING: SOUTH 89°37'44" EAST.

THE SURVEYOR'S LIABILITY FOR ANY AND ALL CLAIMS, INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF THE SURVEYOR'S PROFESSIONAL SERVICES, NEGLIGENCE, GROSS MISCONDUCT, WARRANTIES OR MISREPRESENTATIONS SHALL BE DEEMED LIMITED TO AN AMOUNT NO GREATER THAN THE SERVICE FEE.

DATE OF FIELD SURVEY: JANUARY 11, 2021.

I, MARK O. SCOVILL, A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, HEREBY CERTIFY THAT I HAVE SURVEYED THE PARCEL(S) OF LAND DESCRIBED AND DELINEATED HEREON; THAT THE SURVEY MAP IS A TRUE REPRESENTATION OF THE SURVEY AS PERFORMED BY ME; THAT SAID SURVEY WAS PERFORMED RESULTING WITH A RELATIVE POSITIONAL PRECISION AT EACH BOUNDARY CORNER SHOWN HEREON WITHIN LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING; AND THAT I HAVE FULLY COMPLIED WITH THE REQUIREMENTS OF 1970 PUBLIC ACT 132, MCL 54.213, AS AMENDED. THIS SURVEY WAS MADE FROM THE ATTACHED LEGAL DESCRIPTION. THE DESCRIPTION WAS GIVEN TO US BY OTHERS, OR WAS PREPARED BY US FROM INFORMATION OR DOCUMENTS GIVEN TO US BY OTHERS, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS.

HOLLAND ENGINEERING, INC.
220 HOOVER BOULEVARD
HOLLAND, MICHIGAN 49423
(616) 392-5938

Mark O. Scovill

MARK O. SCOVILL
MICHIGAN PROFESSIONAL SURVEYOR #4001045504

STATE OF MICHIGAN
Mark Owen Scovill
License No. 4001045504
LICENSED PROFESSIONAL SURVEYOR

NPW
02-15-2021

| Date revised | By |
|---|---|
| . | . |
| Date revised | By |
| . | . |

LEGEND

- SECTION CORNER
- SET 1/2" DIA. STEEL BAR W/ CAP #45500
- FOUND STEEL BAR - NO CAP
- FOUND STEEL BAR W/ CAP #19618
- (M) - MEASURED DIMENSION
- (D) - DEEDED DIMENSION
- REMON. - REMONUMENTATION
- L.C.R.C. - LAND CORNER RECORDATION CERTIFICATE
- AREA TO BE TRANSFERRED

| Horiz. Datum | HEI-96 | Vertical Datum | N/A |
|---|---|---|---|

HOLLAND ENGINEERING
220 Hoover Boulevard
Holland, Michigan 49423-3766
www.hollandengineering.com
T 616-392-5938 F 616-392-2116

| Date | Sheet |
|---|---|
| 01-29-2021 | 4 of 4 |

| Drawn By | Checked By | Surveyed By |
|---|---|---|
| JMR | MOS | RAD |

S-T-R
SECTION 16, T3N, R16W

Twp. or City
CITY OF THE VILLAGE OF DOUGLAS

Job No. 20-12-006

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

**RESOLUTION NO. 11-2021**

**RESOLUTION CERTIFYING AN APPROVED LOT LINE ADJUSTMENT**

**AND COMBINATION/CONSOLIDATION**

**PPN: 03-59-016-074-00 (333 Blue Star Highway) and**

**PPN: 03-59-016-072-11 (435 Blue Star Highway), Douglas, Michigan**

At a regular meeting of the City Council for the City of the Village of Douglas, Michigan, held at the City of the Village of Douglas City Hall, Douglas, Michigan, on the 5th day of April 2021, at 7:00 p.m..

PRESENT:

ABSENT:

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

**RESOLUTION**

**WHEREAS,** Article 17 of the Zoning Ordinance ("Ordinance") of the City of the Village of Douglas ("Douglas") regulates the land division, combination/consolidation, and lot line adjustments of platted lots and unplatted land in Douglas;

**WHEREAS,** Section 17.03 of that Ordinance reaffirms that lot line adjustment between two or more adjacent parcels is exempt from the Land Division Act, PA 288 of 1976 as amended, and shall be administratively reviewed and approved by the Planning and Zoning Administrator;

**WHEREAS,** the City of Douglas has received an Application for Land Division ("Application") from Ethan Del Stone (Koi Holdings, LLC ("Applicant")) for a lot line adjustment or the exempted division of PPN: 03-

59-016-074-00 (333 Blue Star Highway) into two parts, for the consolidation of the lesser of the resultant parts with PPN: 03-59-016-072-11 (435 Blue Star Highway), as deeded, in Douglas, Michigan;

**WHEREAS,** the Planning and Zoning Administrator has reviewed the Application and the proposed property descriptions and survey of which is attached hereto, finding the lot line adjustment of the lots constitutes two conforming lots and meets the requirements of the Ordinance and Land Division Act;

**WHEREAS,** Douglas City Council may considered the implementation of administerial functions related to these exempted land divisions to be a matter for the public record; and,

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

That the City of the Village of Douglas City Council certifies the lot line adjustment, dividing part of PPN: 03-59-016-074-00 (333 Blue Star Highway), for deed to and consolidation with PPN: 03-59-016-074-00 (333 Blue Star Highway), in Douglas, Michigan.

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

**ADOPTED** this 5th day of April, 2021.

**CITY OF THE VILLAGE OF DOUGLAS**

BY: _____
Patricia Lion, Mayor

BY: _____
Pamela Aalderink, CMC, City Clerk

## CERTIFICATION

I, Pamela Aalderink, 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 April 5th, 2021, 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**

_____
Pamela Aalderink, CMC
City Clerk

**To:** **City Council**

**From:** **Nicholas Wikar**
**Planning and Zoning Administrator**

**Date:** **April 2, 2021**

**Subject:** **Wayfinding Process Outline, Williams & Works (Resolution 12-2021)**

Enclosed for consideration by City Council is the Wayfinding Process Outline prepared on behalf of Williams & Works, of Grand Rapids, Michigan for the City of Douglas in conjunction with the Professional Services Agreement executed February 12th, 2021. The intended outcome of this proposal and 5–6 month process and is to engage in intentional and meaningful public participation techniques and strategy to reach consensus amongst varied stakeholders to arrive at details and elements to deliver a Wayfinding Plan -from comprehensive review of earlier ideation and conceptualization, through design of cohesive system elements and the adoption of that plan. The wayfinding system shall advance and achieve a number of goals of the Our Douglas Vision Master Plan and Downtown District Development Plan & Tax Increment Financing (TIF) Plan.

*The financial burden associated with this Wayfinding Process Outline is anticipated to be roughly $13,500.00, for which City Staff intends to utilize $28,387.42 remaining in Planning and Community Development 101-401.000-803.000 and an additional $5,000.00 in funds earmarked by the DDA FY 2020-2021, to support the City's wayfinding initiative.*

**It is recommended the Douglas City Council approve Resolution 12-2021 and Wayfinding Process Outline, with Williams & Works of Grand Rapids, Michigan for engaging in public participation and developing a Wayfinding Plan for bidding and construction.**

williams&works
engineers | surveyors | planners

**MEMORANDUM**

| | |
|---|---|
| **To:** | Nick Wikar |
| **Date:** | March 24, 2021 |
| **From:** | Andy Moore, AICP<br>Nathan Mehmed, AICP |
| **RE:** | **Wayfinding Process Outline** |

The purpose of this memorandum is to outline a general process for developing a comprehensive wayfinding program for the City of the Village of Douglas as we discussed at our February meeting. Our goal is to assist the City in the development of a comprehensive wayfinding system and branding identity that is embraced by elected officials, business owners, community stakeholders, and citizens. This can only happen through a transparent and inclusive public process in which all interested parties are active participants. To be sure, there will be areas in which priorities and interests of various groups do not align, and others where common interests are shared by all. This process will provide a venue where these similarities and differences can be discussed and resolved, maximizing community consensus and buy-in.

**Task 1: Recon, Due Diligence, & Research**. Before the kickoff meeting, we will review the work completed to date and discuss the overall scope of the project. This will primarily involve reviewing documents provided by the City and will aid the consultant team in understanding the work completed to date and issues that were present in previous processes that should be resolved.

*Timeframe: Immediately upon authorization*
*Duration: 2 weeks*
*Fee Estimate: $1,500*

**Task 2: Kick-Off Meeting.** To start the process, a kick-off meeting should be scheduled with Williams & Works, City staff, the Downtown Development Authority, and MC Smith & Associates (if desired) to review the project thus far and discuss the vision for wayfinding signage, City branding, and other details, as needed. The kick-off meeting will set the stage for the development of a common vision that will be created through a clear and transparent process. The members present at this meeting should serve as a sort of steering committee throughout the process and will be a primary sounding board as the project proceeds.

*Timeframe: Within 2 weeks of authorization*
*Duration: 1 meeting*
*Fee Estimate: $500 (if held remotely via zoom, with 2-3 W&W staff members)*

**Task 3: Stakeholder Focus Groups.** One of the issues that raised concerns relative to the previous design was that it was not properly vetted by the community and there was not enough public support or input for the preferred design. To rectify this, we propose both stakeholder focus groups and virtual public engagement (see task 4 below) to generate interest from the community and facilitate input. Stakeholder focus groups will be virtual meetings held with various local officials, businesses, local organizations, and key "movers and shakers" in Douglas. Listening to the ideas and concerns of these stakeholders will need to be a primary consideration in the design, location, and purpose of the wayfinding program. Additionally, these meetings will be helpful in identifying concepts that will inform the branding element of the project and development of a community identity that can begin to be tested during task 4 below.

*Timeframe: approx. 4 weeks following authorization*
*Duration: 2 weeks*
*Fee Estimate: $1,000 per meeting (if held remotely via zoom with 2 W&W staff members per meeting)*

**Task 4: Virtual Input and Engagement.** The second phase of the community input program will focus on the public, as raising community awareness and support for the project will be key to successful implementation. For this phase, we envision a series of community meetings held via Zoom to discuss City branding, community identity, and similar topics. These meetings will be designed to encourage the community to coalesce around some general branding and wayfinding design concepts discussed in task 3.

*Timeframe: approximately 8 weeks following authorization*
*Duration: 4 weeks (to allow for adequate notice)*
*Fee Estimate: $1,500 per meeting (if held remotely via zoom with 2 W&W staff members per meeting)*

**Task 5: Drafting & Revisions.** Using work completed to date, stakeholder and community input, and our knowledge of the Douglas community, we will work with MCSA to develop several (5-6) brandings designs that can be incorporated into both vehicular-scaled and pedestrian scaled signage. Sign features will likely include maps, parking navigation, and direction to key community destinations. These drafts should be vetted by the steering committee before being made public.

*Timeframe: approximately 10 weeks following authorization*
*Duration: 4 weeks (to allow for adequate notice)*
*Fee Estimate: $5,000*

**Task 6: Virtual/Pop-up Open House.** Once several concepts have been created and vetted by the steering committee, a virtual open house is recommended to present the ideas to the public. Each design will be presented to the public and participants will be asked to vote on their

favorite designs. At this stage, the City may also seek input from the community regarding placement, destinations, scale, and other aspects of the program.

*Timeframe: approximately 16 weeks following authorization*
*Duration: 4 weeks (to allow for adequate notice)*
*Fee Estimate: $2,000 (if held remotely via zoom with 2 W&W staff members)*

**Task 7: Review of Preferred Alternative**. Following the open house, we will identify a preferred design for review by the Steering Committee and make any final adjustments as needed. Once designs are finalized, we will work with MCSA to develop plans for all the signs, finalize locations, destinations, maps, and other relevant content.

*Timeframe: approximately 18 weeks following authorization*
*Duration: 2 weeks*
*Fee Estimate: $1,000 (if held remotely via zoom with 2 W&W staff members)*

**Task 8: Finalizing & Adoption**. Once all signs have been developed, we will work to finalize all concepts and seek formal approval by the DDA, Planning Commission, City Council, and any other relevant entities. Upon approval, we will work with MCSA to develop plans and specifications for bid. We can assist with the bidding process, including evaluation of responses, as desired by the City.

*Timeframe: approximately 20 weeks following authorization*
*Duration: 2 weeks (to allow for adequate notice)*
*Fee Estimate: $1,000 (if held remotely via zoom with 2 W&W staff members)*

**Project Summary:**
**Total Anticipated Fees: $13,500**
**Anticipated timeline: 5-6 months**

We hope this work scope is helpful in charting a direction for this important community project, and we look forward to discussing this with you at our next meeting. If there are any questions, feel free to contact us any time.

If the above work scope is acceptable, please sign in the box below. This will amend our professional services agreement insofar as the terms of this proposal. Andy Moore, AICP is an Executive with the firm and is authorized to commit the firm to the terms of this engagement.

***Accepted for the City of the Village of Douglas***

Signed _____

Name _____

Title _____

Date _____

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

**RESOLUTION NO. 12-2021**

**RESOLUTION APPROVING WAYFINDING PROCESS OUTLINE TO SUPPORT PUBLIC PARTICIPATION AND WAYFINDING PLAN DEVELOPMENT BETWEEN THE CITY OF DOUGLAS AND WILLIAMS & WORKS**

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 5st day of April, 2021, at 7:00 p.m.

PRESENT:

ABSENT:

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

**RESOLUTION**

**WHEREAS,** Douglas City Council voted unanimously February 1st, 2021 (Resolution 02-2021) in support seeking Planning Support Services from Williams &Works, of Grand Rapids, Michigan;

**WHEREAS,** the City of the Village of Douglas ("City") executed and entered into a Professional Services Agreement with Williams & Works on February 12th, 2021;

**WHEREAS,** the City continues to undergo substantial growth, necessitating increased facilitation of the redevelopment of the Downtown District, Blue Star Highway corridor, Lake Michigan waterfront, as well as the Kalamazoo River and Kalamazoo

Lake harbor areas of the community, in a way that maximizes the goals of the community for the future;

**WHEREAS,** the firm of Williams & Works has previously assisted the City on various planning projects over the years, including the current Our Douglas Vision Master Plan and the City of the Village of Douglas Zoning Ordinance and Zoning Map;

**WHEREAS,** the Our Douglas Vision Master Plan and Downtown District Development Plan & Tax Increment Financing (TIF) Plan calls for wayfinding improvements in increase multimodal accessibility and circulation;

**WHEREAS,** the Planning and Zoning Administrator has sought the professional planning services of Williams & Works to provide a process and budgetary outline for a Wayfinding Plan to include services not limited to public participation coordination, brand development, and design expertise;

**WHEREAS,** through meeting, the enclosed 5-6 month Wayfinding Process Outline, and previously submitted work samples, Williams & Works has demonstrated the necessary expertise and capacity to earn the confidence of City Staff regarding their ability to advance this objective for the City, as proposed for $13,500.00;

**WHEREAS,** the Department of Planning and Community Development has reserved $28,000.00, and the Downtown Development Authority (DDA) has earmarked $5,000.00 YTD, for consultant services related wayfinding FY2020-2021; and

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

1. City Council approves of the Wayfinding Process Outline, provided on March 24th, 2021 by Williams & Works of Grand Rapids, to provide planning and design support services in support of delivering public participation and a Wayfinding Plan.

2. The Douglas City Council authorizes the Mayor, City Manager, and/or City Clerk to execute any necessary contact documents between the parties on behalf of the City, to enter this and subsequent agreements with Williams & Works related to the wayfinding proposal, not to exceed the amount of the Total Anticipated Fees.

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

ADOPTED this 5th day of April, 2021.

CITY OF THE VILLAGE OF DOUGLAS

BY:_____
Patricia Lion, Mayor

BY:_____
Pamela Aalderink, CMC, City Clerk

CERTIFICATION

I, Pamela Aalderink, 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 April 5, 2021, 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:_____
Pamela Aalderink, CMC, City Clerk

# MEMORANDUM

**To:** **City Council**

**From:** **Rich LaBombard**
**City Manager**

**Date:** **April 5, 2021**

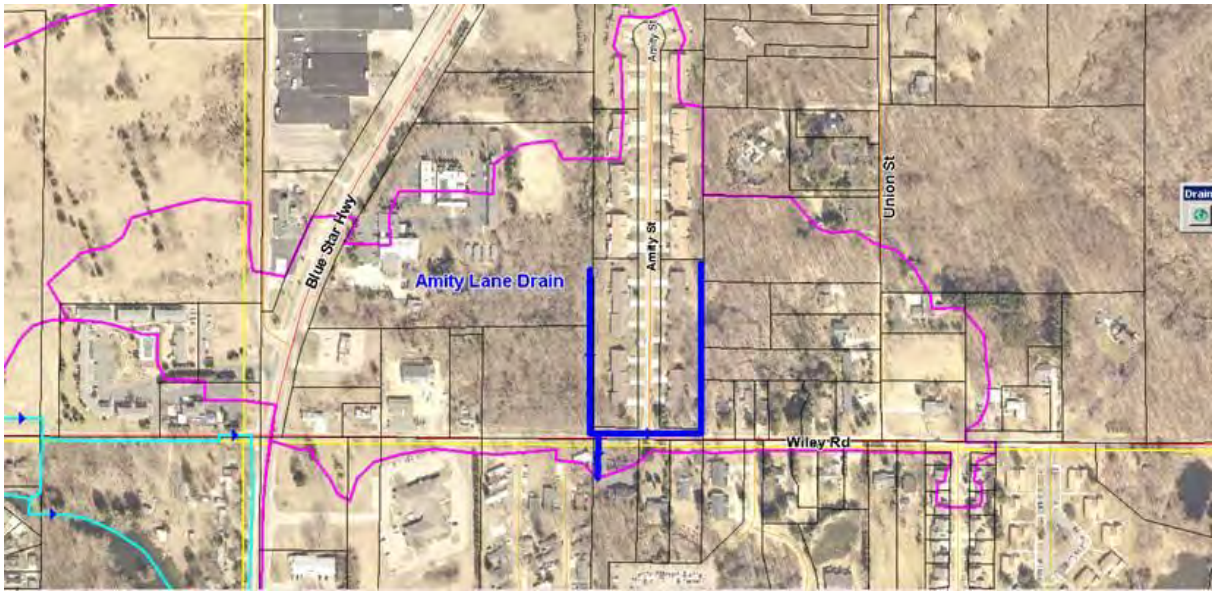
**Subject:** **Allegan County Drain Commission**
**Amity Drain Maintenance**
**Resolution 14-2021**

The Allegan County Drain Commissioner has advised the City of Douglas that an inspection of the Amity Lane Drain was made, and it has been determined as a result of the inspection that maintenance must be performed on the drain. Maintenance in this instance means drain cleaning and debris removal to facilitate better flow of storm water. In the past ten years, the county has only performed minor debris removal.

The Drain Commissioner has authority to expend $5,000 per mile in any one year of maintenance of the drain. When estimated expenditures exceed $5,000, the funds cannot be expended until approved by Resolution of the local governing body. The anticipated cost for the maintenance will be approximately $6,900 with the amount above $5,000 authorized by the Allegan County Drain Commissioner levied as a special assessment, as allowed by law.

The Allegan County Drain Commissioner will notify the property owners by letter of the proposed work to be completed this spring. The attached map shows the approximate limits of the maintenance work; however, portions along Wiley will not be completed because future non-motorized trail work will enclose the drain.

**I recommend City Council approve Resolution 14-2021 and authorize the Allegan County Drain Commissioner to expend money for maintenance and repair for Amity Lane Drain in excess of $5,000 per mile.**




Map of the Proposed Amity Lane Drain Maintenance

**STATE OF MICHIGAN**

**COUNTY OF ALLEGAN**

**CITY OF THE VILLAGE OF DOUGLAS**

**RESOLUTION 14-2021**

***WHEREAS,*** the Allegan County Drain Commissioner has advised the City of the Village of Douglas Board that, pursuant to Section 196 of the Michigan Drain Code (MCL 280.196; MSA 11.1196), an inspection was made of the Amity Lane Drain and it has been determined, as a result of the inspection, that certain maintenance must be performed upon the Drain; and,

***WHEREAS,*** the Allegan County Drain Commissioner has the authority to expend Five Thousand and no/100 ($5,000.00) Dollars per mile in any one (1) year for the maintenance of the drain, and where it is estimated that expenditures in excess of Five Thousand and no/100 ($5,000.00) Dollars per mile are necessary, those amounts may not be expended until approved by Resolution of the governing body of each township, city and village affected by more than twenty (20%) percent of the cost; and,

***WHEREAS,*** the Allegan County Drain Commissioner has advised the City of the Village of Douglas Board that it will be necessary to expend funds in excess of Five Thousand and no/100 ($5,000.00) Dollars per mile for the maintenance of the Amity Lane Drain and that the City of the Village of Douglas is affected by more than twenty (20%) percent of the cost; and,

***WHEREAS,*** the Allegan County Drain Commissioner states that the cost for the maintenance of the Amity Lane Drain will be approximately $6,900.00 Dollars, which constitutes $1,900.00 Dollars in excess of the authorized Five Thousand and no/100 ($5,000.00) Dollars per mile.

***NOW, THEREFORE, IT IS HEREBY RESOLVED*** by the City of the Village of Douglas Board, that pursuant to Section 196 of the Drain Code, the Allegan County Drain Commissioner is authorized to expend money for the maintenance and repair of the Amity Lane Drain in excess of Five Thousand and no/100 ($5,000.00) Dollars per mile and, to the extent that the drain fund for the Drain contains insufficient funds for the payment of costs incurred for the maintenance or repair of the Drain, then the Allegan County Drain Commissioner is authorized to levy a special assessment, as allowed by law.

***RESOLUTION*** approved this _____ day of _____, 2021 , by the City of the Village of Douglas Board of Trustees, governing body of the City of the Village of Douglas. .

BOARD OF TRUSTEES OF CITY OF THE VILLAGE OF DOUGLAS

By: _____

_____

_____

_____

_____

I, the undersigned, being the duly qualified and acting Clerk of the City of the Village of Douglas, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the City of the Village of Douglas Board at a meeting held on the _____ day of _____, 2021 .

_____
Clerk

# MEMORANDUM

**To:** **City Council**

**From:** **Rich LaBombard**
**City Manager**

**Date:** **April 5, 2021**

**Subject:** **Douglas Social District**
**Resolution 15-2021**

Social Districts were created by the State of Michigan with PA 124 of 2020 as an economic tool available to local municipalities to help food service businesses endure the impacts of the COVID-19 Pandemic. A social district is a dedicated boundary within a municipality that would allow licensed permit holders the ability to obtain a permit to sell alcohol to customers for consumption in the commons area of the social district. The social district provides an opportunity for patrons to more easily socially distance beyond the expanded outdoor right-of-way seating area already established by City Council.

In the social district, qualified liquor licensees with licensed premises that are contiguous to the commons area within the social district may sell alcoholic liquor (beer, wine, mixed spirit drink, spirits, or mixed drinks) on their licensed premises to customers who may then consume the alcoholic liquor within the commons area of the social district. The term commons area means an area within a social district clearly designated and clearly marked by the local governing body that is shared by and contiguous to the premises of at least 2 other qualified licensees. Common's area does not include the licensed premises of any qualified licensee.

A qualified licensee is any retailer that holds a license to sell alcoholic liquor for consumption on the premises; a manufacturer with an on premises tasting room, a manufacturer that holds and off-premise tasting room license; or a manufacturer that holds a joint off-premise tasting room license.

The Downtown Development Authority has made a recommendation in support of the social district concept with the current boundaries of the Downtown Development Authority proposed as the boundary of the proposed social district. I've attached a map of the Downtown Development Authority boundary. There are no proposed street closures with the adoption of the social district concept.

The social district concept must be well developed and well communicated in order to be successful. Below are key components of social districts for the municipality, licensees, and patrons.

For the municipality, the process requires:

- A resolution in support of the designation of a social district and commons area.
- Designation of a social district boundary (with map) that contains a commons area that is clearly marked.
- Creation of local management and maintenance plans that includes hours of operations for a commons area. The maintenance plan shall maintain the commons area in a manner that protects the health and safety of the community.

- The governing body may revoke the designation if it determines that the commons area threatens the health, safety, or welfare of the public or has become a public nuisance. Before revoking the designation, the governing body must hold at least one public hearing on the proposed revocation. The governing body hall give notice as required under the open meetings act of the time and place of the public hearing before the public hearing.
- The municipality shall file the designation or revocation of the social district with the Michigan Liquor Control Commission (MLCC).
- The City Clerk shall issue the "Local Governmental Unit Approval for Social District Permit".

For the licensees, the process requires:

- Obtain approval from the governing body before applying for the MLCC permit
- May sell alcoholic liquor from its premises only. A licensee may not sell alcoholic liquor in the commons area.
- Must make every effort to ensure that it does not sell alcoholic liquor to a minor or intoxicated person.
- Alcoholic liquor sold for consumption in the commons area must comply with ALL of the following:
    - The serving container must prominently display the licensee's trade name and logo or some other mark that is unique to the licensee that sold the alcohol.
    - The serving container must prominently display a logo or some other mark that is unique to the commons area.
    - The serving container is not made of glass.
    - The serving containing does not have a liquid capacity over 16 ounces.
- Licensee shall not allow liquor purchased from another licensee to be brought onto its license premises.

Patron requirements:

- May purchase alcoholic liquor from licensed establishments only for removal from premises to be consumed in the commons area.
- May not transport alcoholic liquor onto a licenses premise of another licensee contiguous to the commons area from where the customer did not purchase the alcoholic liquor.
- May not transport the alcoholic liquor outside of the commons area.
- Shall not consume alcoholic liquor in a commercial food establishment if that establishment is not licensed.

The Social District Proposal:

- The social district would be defined by the existing boundaries of the Downtown Development Authority.
- The commons area would be defined as one half block north and south of Center Street from Blue Star Highway to Wades Bayou.
- Hours of operation would be from 11:00 a.m. to coincide with brunch / lunch service hours and 10:00 p.m. closing time to coincide with normal business closing times.
- Request designation of the social district by end of April.
- Signage and logos to be developed in coordination with the Downtown Development Authority and Convention and Visitor's Bureau (CVB).
- Information sheets for businesses and guests developed in coordination with the DDA and CVB.

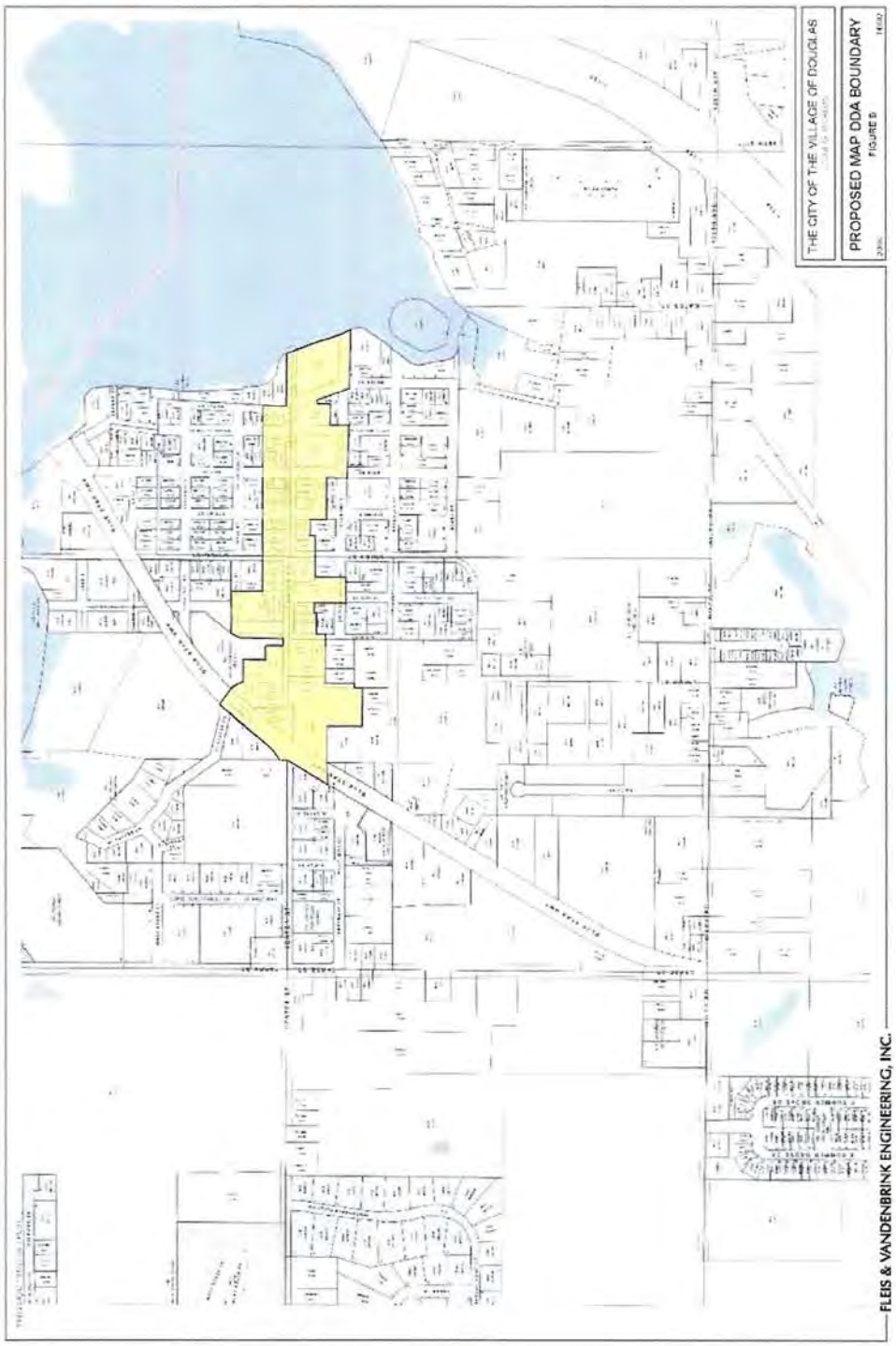
- Compostable serving containers with additional recycling bins and waste bins added to the district.
- Additional signage and window clings for participating businesses.
- Promotion with the assistance of the CVB.

More information and examples are included in the attachments.

**I recommend City Council consider the designation of a social district per Public Act 124 of 2020, and direct City Administration to work with the Downtown Development Authority and Convention and Visitors Bureau to develop the requirements of the social district.**

## MAP1

## Downtown District and Development Area Boundaries



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Constitution Hall – 525 W. Allegan - Lansing, Michigan 48933
Toll-Free 866-813-0011 • www.michigan.gov/lcc

Updated March 3, 2021

# Local Governmental Units That Have Established Social Districts

The following is an ongoing list of local governmental units (city, village, township, county) that have established a Social District under MCL 436.1551.

---

**Allegan County**
- Allegan City
- Saugatuck City

**Bay County**
- Bay City

**Calhoun County**
- Battle Creek City
- Marshall City

**Emmet County**
- Petoskey City

**Kalamazoo County**
- Kalamazoo City
- Vicksburg Village

**Kent County**
- Grand Rapids City
- Lowell City
- Rockford City

**Lenawee County**
- Adrian City
- Tecumseh City

**Mason County**
- Ludington City

**Monroe County**
- Dundee Village

**Muskegon County**
- Muskegon City

**Newaygo County**
- Newaygo City

**Oakland County**
- Clarkston City
- Farmington City
- Ferndale City
- Lake Orion Village
- Pontiac City

**Shiawassee County**
- Owosso City

**St. Clair County**
- Port Huron City

**St. Joseph County**
- Sturgis City
- Three Rivers City

**Washtenaw County**
- Dexter City
- Milan City

**Wayne County**
- Belleville City
- Grosse Pointe Park City
- Northville City
- Wyandotte City

**Wexford County**
- Cadillac City

# The Social District

Social Districts were created by the State of Michigan to help businesses survive the affect the Pandemic has had on them. While specifically created to help restaurants and bars by giving them another means to generate sales, it also helps provide a safer waiting area for their guests to socially distance while enjoying a beverage. The Social District will also help create a unique, vibrant experience in our downtown. It will bring much needed foot traffic to Center Street, which will in turn help all of our downtown businesses.

**Social District General Information**

1. The Social District must be created by the municipality's primary governmental entity. (City Council). City staff has been supplied with the State's requirements for creating a Social District **(Attachment A)**
2. Businesses that are located within the boundaries of the Social District, and are licensed by the MLCC to sell alcohol on premise may apply for a permit. The MLCC's application & Informational document for eligible businesses has been provided to the city. **(Attachment B)**.
3. Applicants must first obtain a fillable copy of the City's resolution creating the District, then submit an application and receive approval from the MLCC. MLCC application forms have been provided to the city, to give to applicants upon request. **(Attachment C)**
4. A licensee that has been issued a Social District Permit may sell alcoholic liquor for on-premises consumption on its licensed premises only, but then customers may remove the alcoholic liquor from the premises to be consumed in the commons area. A licensee must not sell alcoholic liquor in the commons area.
5. The commons area is not considered part of any licensee's licensed premises. Nevertheless, a licensee that has been issued a Social District Permit must make every effort to ensure that it does not sell alcoholic liquor to a minor or intoxicated person.
6. Any alcoholic liquor sold to customers for consumption in the commons area by a licensee with a Social District Permit must comply with all of the following.

A. The serving container must prominently display the name of the licensee's business.
B. The serving container must prominently display the City of Douglas' Social District Logo.
C. The serving container cannot be made of glass
D. The serving container does not have a liquid capacity over 16 ounces.
E. A customer that purchases alcoholic liquor to be consumed in a commons area must not transport that alcoholic liquor onto the licensed premises of another licensee contiguous to the commons area from which the customer did not purchase the alcoholic liquor. A licensee shall not allow alcoholic liquor purchased from another licensee to be brought onto its licensed premises.
F. A customer that purchases alcoholic liquor to be consumed in a commons area must not transport that alcoholic liquor outside of the commons area.

## Social District Logistics & Organization

1. **Commons Area.** The boundaries of the Social District will dictate the Commons Area and would encompass the existing boundaries of the DDA. (One half block, both north and south of Center Street, from Blue Star Highway to Wade's Bayou). This is essentially the length of each parcel facing Center Street.
2. **DDA Involvement.** Logistics for the District may be organized and administered by the DDA and City Staff.
3. **Hours of Operation.** The State requires the local governing body to establish hours of operation, of when authorized alcoholic beverages may be consumed within the Social District. Seeing that most participating businesses close by 10:00 p.m, it is suggested that the hours of operation be set from 11:00 a.m. until 10:00 p.m. This would allow for service for brunch/lunch hours, through dinner hours.
4. **Timeframe & Designation of the Social District.** We ask that the city establishes the Social District by the end of April, or first week of May. It takes upward of three weeks for an eligible business to receive approval from the MLCC. It is imperative that the District is established as early as possible so the participating businesses can get up and running and get acclimated to the real time workings of the Social District, before we reach our peak season. We suggest that there is no trial phase for the Social District as the City has the legal authority to revoke the designation of the Social District if it determines that the commons area threatens the health, safety, or welfare of the public or has become a public nuisance. Rather than a trial period, we suggest that the City establishes a time before the Fourth of July to revisit how well the Social District has worked and been received.
5. **Signage & Information.** An example of the required signage delineating the District has been provided to the city and can be created by the DDA. The CVB has offered to help create the signage, as well as informational pamphlets that can be given to businesses to hand out to their guests. Examples of what the CVB provided for the City of Saugatuck have been provided to the City of Douglas. **(Attachments D).** Also a suggestion from the DDA in Northville Michigan, is to create a festive environment in the District by creating banners that can hang from the light posts of our streetscape. They also highly recommend that any signage in the streetscape be made of quality material to promote a good image, as well as placing them high enough that they can be easily seen and read. Providing accessible information of how the District works and its' parameters to both our businesses and patrons is essential in insuring the success of the District.
6. **Logo & Labels.** Labels containing the required District logo for the serving cups can be created and paid for by the DDA. In addition to the required information that is needed on the serving containers (cups), It is suggested that there is an additional space for the businesses to write the date and time the beverage was sold. This was a recommendation to the City of Saugatuck by the Allegan County Sheriff's Department and is supported by Chief Kent.

7. **Serving Containers.** Cups could be purchased by the DDA, or by the participating businesses. Research on what type of cup, and where to obtain them was done by Ronna Alexander of the Tri-Community Recycling Committee. It is recommended that cups are compostable rather than "recyclable". Recyclable cups would require separate and specific "Recycling Bins" that would become contaminated if other foreign matter were disposed in the bins. Compostable cups are earth friendly and may be disposed in any refuse receptacle. An agreement was reached with a local supplier (BBC Distributing) to provided special discounted pricing for serving cups to be used within the district by participating businesses. Businesses could set up their own accounts to purchase cups, or the cups could be purchased by the DDA. BBC delivers to Douglas two times per week, on Wednesdays and Fridays. A copy of BBC Distributing's contract for service as well as pricing has been provided to the City. There are three sizes of cups. A smaller size for wine, and larger sizes for cocktails, & beer. It is recommended that the first two sizes will be sufficient. **(Attachments E. & F)**
8. **Receptacles.** In an effort to help maintain the cleanliness of the downtown, additional trash receptacles will be needed. Receptacles could be purchased by the DDA and would be consistent with their desire to expend funds on Capitol Improvements to the downtown.
9. **Signs/Window Clings.** While patrons are allowed to consume alcoholic beverages within the Commons Area of the District, they are also permitted by law to bring their beverages into participating retail businesses. It is suggested that additional signage for the downtown sidewalks be created, as well as window clings to hang in the windows of those businesses, who are active participants, and those that wish to allow patrons to enter their establishments with alcoholic beverages. These types of signs or window clings could be created and paid for by the DDA. The CVB created window clings for Saugatuck, that were paid for by the City. The CVB has also generously offered to help create these for Douglas and the DDA, if desired. We have also provided examples of effective signage that is being used in Northville's Social District, which is administered by their DDA. **(Attachents G)**
10. **Promotion.** The CVB has offered to help promote the Social Districts of both Douglas and Saugatuck, once created, and enough businesses are participating in the respective municipalities. It will also be imperative that the DDA/City does a thorough job of informing both the businesses within the District as well as our community at large, of how the District works, and the rules that must be followed. This can be done by targeted and blast emailing, as well as a press release in our local news paper.
11. **Example Management & Maintenance Plan.** We have included a copy of the complete management and maintenance plan used by the City of Northville. Please feel free to utilize this as a tool to help guide the city in its' creation of a Social District for the City of Douglas. **(Attachments H)**

A

**Michigan Liquor Control Commission (MLCC)**
Constitution Hall, 2nd Floor, 525 W. Allegan St, Lansing, MI 48933
P.O. Box 30005, Lansing, MI 48909
866-813-0011 – www.michigan.gov/lcc

## Social District Permit Information For Local Governmental Units

Pursuant to MCL 436.1551, the governing body of a local governmental unit may designate a Social District within its jurisdiction. Qualified licensees whose licensed premises are contiguous to the commons area within the Social District, and that have been approved for and issued a Social District Permit, may sell alcoholic liquor (beer, wine, mixed spirit drink, spirits, or mixed drinks) on their licensed premises to customers who may then consume the alcoholic liquor within the commons area of the Social District. The commons area is not considered part of the licensed premises for any of the licensees that hold a Social District Permit.

The term commons area is defined by MCL 436.1551(8)(a):

> *"Commons area" means an area within a social district clearly designated and clearly marked by the governing body of the local governmental unit that is shared by and contiguous to the premises of at least 2 other qualified licensees. Commons area does not include the licensed premises of any qualified licensee.*

The term qualified licensee is defined by MCL 436.1551(8)(c):

> *"Qualified licensee" means any of the following:*
> - *A retailer that holds a license, other than a special license, to sell alcoholic liquor for consumption on the licensed premises. (This includes the following license types: Class C, Tavern, A-Hotel, B-Hotel, Club, G-1, G-2, Brewpub.)*
> - *A manufacturer with an on-premises tasting room permit issued under section 536.*
> - *A manufacturer that holds an off-premises tasting room license issued under section 536.*
> - *A manufacturer that holds a joint off-premises tasting room license issued under section 536.*

A list of all licensees, sorted by county and local governmental unit, may be found on the MLCC website:
https://www.michigan.gov/documents/lara/liclist_639292_7.xlsx

The governing body of a local governmental unit may designate a Social District pursuant to MCL 436.1551 under the following conditions:

- Designate a Social District that contains a commons area, as defined in MCL 436.1551(8)(a).
- Establish local management and maintenance plans, including hours of operation, for a commons area.
- Define and clearly mark with signs the designated commons area.
- A governing body of a local governmental unit shall not designate a Social District that would close a road unless the governing body receives prior approval from the road authority with jurisdiction over the road.
- The governing body shall maintain the commons area in a manner that protects the health and safety of the community.
- The governing body may revoke the designation if it determines that the commons area threatens the health, safety, or welfare of the public or has become a public nuisance. Before revoking the designation, the governing body must hold at least 1 public hearing on the proposed revocation. The governing body shall give notice as required under the open meetings act of the time and place of the public hearing before the public hearing.
- The governing body shall file the designation or revocation of the Social District with the MLCC.

Before applying to the MLCC for a Social District Permit, a qualified licensee must first obtain approval from the governing body of the local governmental unit. A fillable resolution for this approval is part of the Social District Permit Application (LCC-208).

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### Filing the Designation of a Social District with the MLCC

A local governmental unit must file the following items with the MLCC when designating a Social District:

- ☐ A copy of the resolution passed by the governing body designating the Social District and commons area.
- ☐ A copy of the management and maintenance plans, including the hours of operation, established by the local governmental unit for the Social District and commons area.
- ☐ A diagram or map that clearly shows the boundaries of the Social District and commons area. Please indicate the name, address, and location of the qualified licensees that are contiguous to the commons area on the diagram or map.

**Submit the items above to:**
**By Mail: Michigan Liquor Control Commission - P.O. Box 30005 - Lansing, MI 48933**
**By Fax: (517) 763-0059 By Email: mlccrecords@michigan.gov**

A

***Additional sections of the Liquor Control Code for a local governmental unit to consider when establishing a Social District or commons area within a Social District:***

**MCL 436.1915 - Possessing or consuming alcoholic liquor on public highway or in park, place of amusement, or publicly owned area; authority of local governmental unit or state department or agency to prohibit possession or consumption of alcoholic liquor; definitions.**

(1) Alcoholic liquor shall not be consumed on the public highways.

(2) Except as provided in subsections (3) and (4), alcoholic liquor may be possessed or consumed in public parks, public places of amusement, or a publicly owned area not licensed to sell for consumption on the premises.

(3) The governing body of a local governmental unit may prohibit by ordinance, order, or resolution the possession or consumption of alcoholic liquor in any public park, public place of amusement, or publicly owned area that is owned or administered, or both, by that local governmental unit. When land is leased from a department or agency of this state, an ordinance, order, or resolution adopted pursuant to this subsection shall be subject to the approval of the department or agency.

(4) A department or agency of this state that administers public lands may prohibit by rule, order, or resolution the possession or consumption of alcoholic liquor on the public land under its jurisdiction.

(5) As used in this section:

(a) "Local governmental unit" means a county, city, township, village, or charter authority.

(b) "Publicly owned area" means an area under the jurisdiction of a local governmental unit.

**MCL 436.1913(1), (2), & (5) - Prohibited conduct; unlicensed premises or place; unlawful consumption of alcoholic liquor; exceptions; construction of section; "consideration" defined.**

(1) A person shall not do either of the following:

(a) Maintain, operate, or lease, or otherwise furnish to any person, any premises or place that is not licensed under this act within which the other person may engage in the drinking of alcoholic liquor for consideration.

(b) Obtain by way of lease or rental agreement, and furnish or provide to any other person, any premises or place that is not licensed under this act within which any other person may engage in the drinking of alcoholic liquor for consideration.

(2) A person shall not consume alcoholic liquor in a commercial establishment selling food if the commercial establishment is not licensed under this act. A person owning, operating, or leasing a commercial establishment selling food which is not licensed under this act shall not allow the consumption of alcoholic liquor on its premises.

(5) As used in this section, "consideration" includes any fee, cover charge, ticket purchase, the storage of alcoholic liquor, the sale of food, ice, mixers, or other liquids used with alcoholic liquor drinks, or the purchasing of any service or item, or combination of service and item; or includes the furnishing of glassware or other containers for use in the consumption of alcoholic liquor in conjunction with the sale of food.

Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

B

# Social District Permit Information

**Local Governmental Approval Required Before You Apply**

The city, township, or village where your business is located must have first designated a Social District before you may apply. Your licensed business must be contiguous to the commons area inside the Social District to qualify. Check with your local governmental unit to see if you qualify.

Your licensed business must also be approved individually by the city, township, or village before you apply for a Social District Permit. A local governmental unit approval form is attached to this application.

The governing body of a local governmental unit may designate a Social District within its jurisdiction that contains a commons area in which the patrons of qualified licensees may consume alcoholic liquor (beer, wine, mixed spirit drink, spirits, or mixed drinks/ cocktails) in the commons area.

At least two (2) qualified licensees must have their licensed premises contiguous to a commons area for the area to qualify to be part of a social district.

The local governmental unit must define and clearly mark the commons area with signs. The local governmental unit must establish a management plan, including the hours of operation, for the commons area. These plans must be submitted to the Commission.

A qualified licensee may apply the to Commission for a Social District Permit using the attached application. The licensee must first obtain approval from the governing body of the local governmental unit before applying for the permit.

A licensee that has been issued a Social District Permit may sell alcoholic liquor for on-premises consumption on its licensed premises only, but then customers may remove the alcoholic liquor from the premises to be consumed in the commons area. A licensee must not sell alcoholic liquor in the commons area.

The commons area is not considered part of any licensee's licensed premises. Nevertheless, a licensee that has been issued a Social District Permit must make every effort to ensure that it does not sell alcoholic liquor to a minor or intoxicated person.

Any alcoholic liquor sold to customers for consumption in the commons area by a licensee with a Social District Permit must comply with all of the following:

- The serving container must prominently display the licensee's trade name or logo or some other mark that is unique to the licensee that sold the alcohol.
- The serving container must prominently display a logo or some other mark that is unique to the commons area.
- The serving container is not made of glass.
- The serving container does not have a liquid capacity over 16 ounces.

A customer that purchases alcoholic liquor to be consumed in a commons area must not transport that alcoholic liquor onto the licensed premises of another licensee contiguous to the commons area from which the customer did not purchase the alcoholic liquor. A licensee shall not allow alcoholic liquor purchased from another licensee to be brought onto its licensed premises.

A customer that purchases alcoholic liquor to be consumed in a commons area must not transport that alcoholic liquor outside of the commons area.

Qualified licensees for Social District Permits are:

- A retailer licensee that is licensed to sell alcoholic liquor for consumption on the premises, such as a Class C, Tavern, A-Hotel, B-Hotel, Club, G-1, or G-2. A Special License issued to a nonprofit organization is not a qualified licensee.
- A manufacturer with an On-Premises Tasting Room Permit.
- A manufacturer with an Off-Premises Tasting Room License or a Joint Off-Premises Tasting Room License. For Joint Off-Premises Tasting Room Licenses, all licensees that have licenses at that same location must be approved for and issued a Social District Permit.

Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

B

Business ID: _____

Request ID: _____

(For MLCC Use Only)

# Social District Permit Application

## Part 1 - Licensee Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it appears on your Articles of Incorporation / Organization.

| | | |
|---|---|---|
| Licensee name: | | |
| Address: | | |
| City: | State: | Zip Code: |
| Contact Name: | Phone: | Email: |

## Part 2 - Required Documents & Fees

☐ Local Governmental Unit Approval
*Approval from the local governmental unit (city council, township board, village council) is required to be submitted with this application*
*(See page 2 for approval form)*

☐ $70.00 Inspection Fee *(MLCC Fee Code 4036)*

☐ $250.00 Social District Permit Fee *(MLCC Fee Code 4081)*

**TOTAL DUE:**

Make checks payable to **State of Michigan**

*Leave Blank - MLCC Use Only*

## Part 3 - Signature of Licensee

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this permit for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

| Print Name of Licensee & Title | Signature of Licensee | Date |
|---|---|---|

Please return this completed form and fees to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries: Constitution Hall - 525 W. Allegan Street, Lansing, MI 48933
Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906
Fax with Credit Card Authorization to: 517-284-8557

LARA
LICENSING AND REGULATORY AFFAIRS

Michigan Department of Licensing and Regulatory Affairs
Finance and Administrative Services
Revenue Services

B

LARA Revenue Services **is not** a part of the Michigan Liquor Control Commission (see note below).

# Credit Card Authorization Form

## * * FAX COMPLETED FORM TO SECURE FAX LINE: 517-284-8557 * *

## * * DO NOT EMAIL OR MAIL THIS FORM * *

*Requests with credit card payments that are not faxed to the above secure fax line will be destroyed along with the credit card authorization in order to ensure the security of applicants' personal credit card numbers.*

*** *IF YOU ARE NOT SUBMITTING AN APPLICATION FORM WITH THIS CREDIT CARD AUTHORIZATION, YOU MUST PROVIDE AN ITEMIZATION OF THE FEES FOR WHICH YOU ARE SUBMITTING PAYMENT OR YOUR PAYMENT WILL NOT BE PROCESSED* ***

Name on Card: _____

Billing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Email: _____

Applicant/Licensee Name: _____

Request or Business ID #: _____

Payment is for:

_____

Payment Amount: _____

Card Number: _____

Check One:

◯ MasterCard ◯ Visa ◯ Discover

Security Code/CVV Code: _____

Expiration Date: _____

_____

Signature

**IF YOU ARE NOT SUBMITTING AN APPLICATION FORM WITH THIS CREDIT CARD AUTHORIZATION, YOU MUST PROVIDE AN ITEMIZATION OF THE FEES FOR WHICH YOU ARE SUBMITTING PAYMENT OR YOUR PAYMENT WILL NOT BE PROCESSED.**

**Credit Card Payment Itemization:**

| Fee Type | Fee Amount | *MLCC Fee Code* |
|---|---|---|
| ☐ Inspection Fee(s): | _____ | *4036* |
| ☐ Social District Permit Fee: | _____ | *4081* |

LARA Revenue Services **is not** a part of the Michigan Liquor Control Commission (MLCC). Receipt of payment and application forms by LARA Revenue Services does not constitute receipt of an application by the MLCC. **Applications submitted through LARA Revenue Services may take up to two (2) additional business days to be received by the MLCC after receipt by LARA Revenue Services.**

For requests that require a timely receipt of an application by the MLCC to be processed, such as Special Licenses and temporary requests, please ensure that your application will be received in adequate time to be processed by the MLCC after the payment is received and processed by LARA Revenue Services.

C

Liquor Control Commission (MLCC)
Toll Free: 866-813-0011 • www.michigan.gov/lcc

Request ID: _____
(For MLCC use only)

## Local Governmental Unit Approval For Social District Permit

Instructions for Governing Body of Local Governmental Unit:
*A qualified licensee that wishes to apply for a Social District Permit must first obtain approval from the governing body of the local governmental unit where the licensee is located and for which the local governmental unit has designated a social district with a commons area that is clearly marked and shared by and contiguous to the licensed premises of at least two (2) qualified licensees, pursuant to MCL 436.1551. Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.*

At a _____ meeting of the _____ council/board
*(regular or special)* *(name of city, township, or village)*

called to order by _____ on _____ at _____
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from _____
*(name of licensee - if a corporation or limited liability company, please state the company nome)*

for a **Social District Permit** is _____ by this body for consideration for approval by the
*(recommended/not recommended)*
Michigan Liquor Control Commission.

If not recommended, state the reason: _____

**Vote**

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
*(name of city, township, or village)*
council/board at a _____ meeting held on _____
*(regular or special)* *(date)*

I further certify that the licensed premises of the aforementioned licensee are contiguous to the commons area designated by the council/board as part of a social district pursuant to MCL 436.1551.

| Print Name of Clerk | Signature of Clerk | Date |
|---|---|---|

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Saugatuck

# Social District

## Program + Guidelines

**Common Area Hours of Operation:**
The Saugatuck Social District is open from March 7 through May 31, seven days a week, from 11:00 am until 11:00 pm.

No consumption of alcoholic beverage is permitted in the Social District after 11:00 pm.

**Guidelines of Consumer Use:**
Alcoholic drinks may be purchased from participating bars and restaurants and enjoyed throughout downtown as shown on the highlighted area of the map.

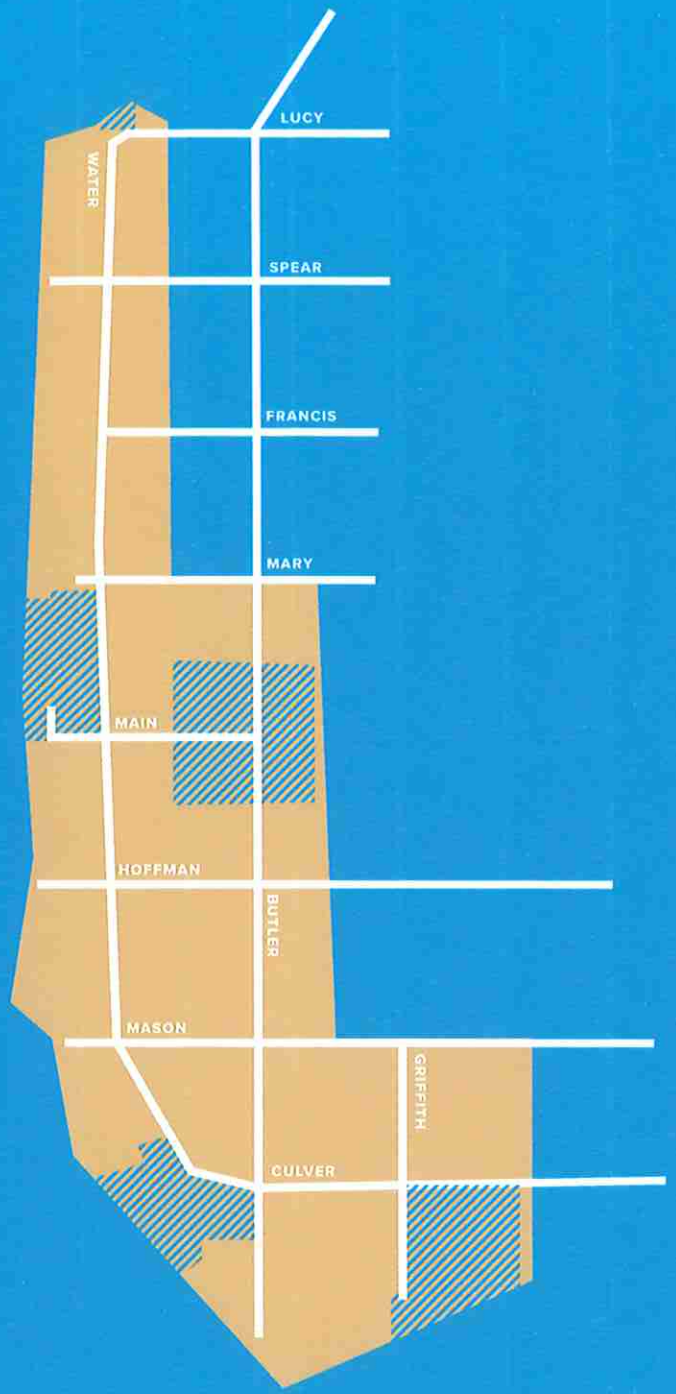
**Businesses eligible for Social District:**
Liquor Licenses Eligible for Social District Permit. As of February 8, 2021, the following businesses located within the Downtown Social District are eligible to receive a Social District Permit:

—

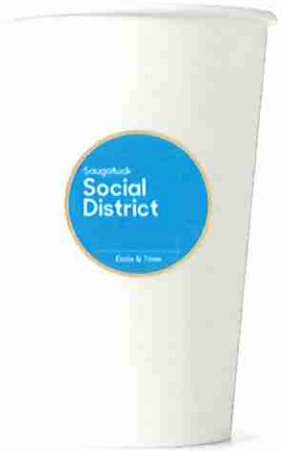
Sand Bar Saloon
Coral Gables
Marro's Restaurant
The Butler
Wally's
Phils Bar + Grill
Wicks Park Bar and Grill
Scooters Café and Pizzeria
Bowdies
Coast 236
New Holland Brewing
Loco Burrito
Mermaid Bar and Grill
Lucy's Little Kitchen
Coppercraft Distillery
The Barge
Retro Boat Rentals
The Mitten Brewing Company
Grow — A Saugatuck Diner
Pumpernickel

**Management + Applying for Social District Permit:**
The Downtown Saugatuck Social District will be managed by the City of Saugatuck through the Saugatuck City managers office. All applications should be received and submitted through the office.

**Boundary Map:**

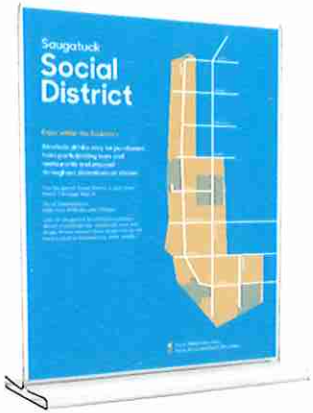


Saugatuck Social District
**Program Components:**

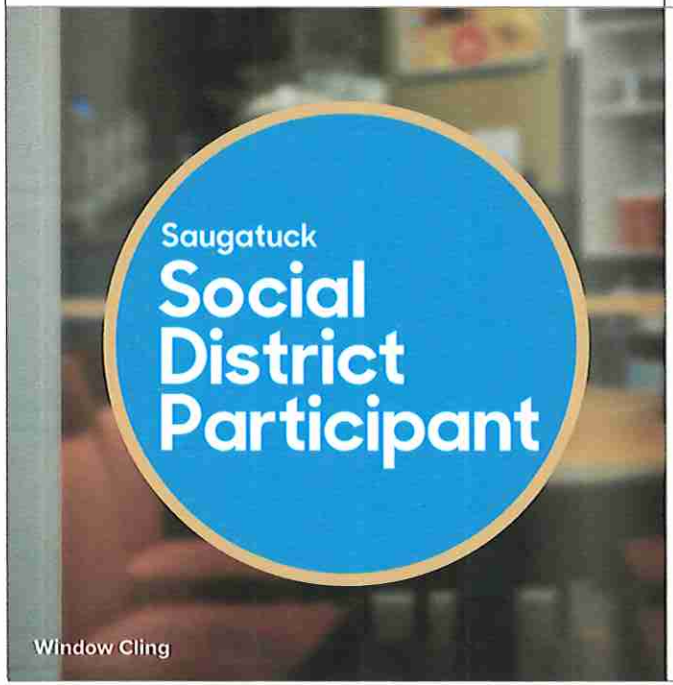



**Biodegradable Drink Cup**

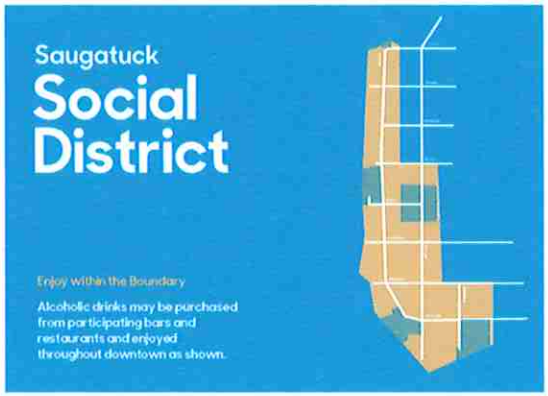
**Sticker for Cup**



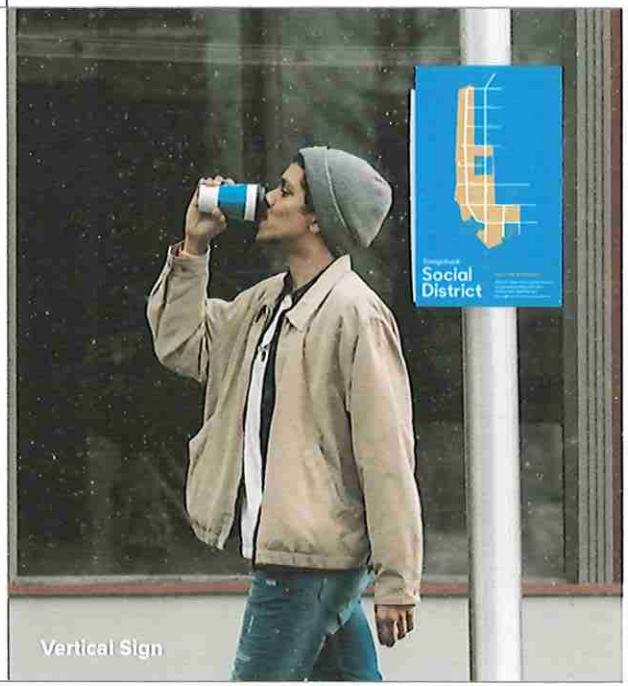

**Flyer for Display + Takeaway**




**Window Cling**




**Horizontal Sign**




**Vertical Sign**

Saugatuck Social District
**Program Components:**

**01. Biodegradable Drink Cup:**
Purchased by Participating Establishment Serving Drinks
—
Tri-Community Recycling Committee has located a biodegradable cup made out of recycled content that will be used as the designated cup for the Saugatuck Social Program. Each establishment is responsible for purchasing and storing their own cups. Link to purchase the cup is here.

**02. Sticker for Cup**
Provided to Each Establishment Upon Application Approval
—
At the purchase of each drink the date and time needs to be ink'd on to the sticker and then placed on the cup of use. This identifies the alcoholic beverage as a purchased and viable product of the Saugatuck Social District.

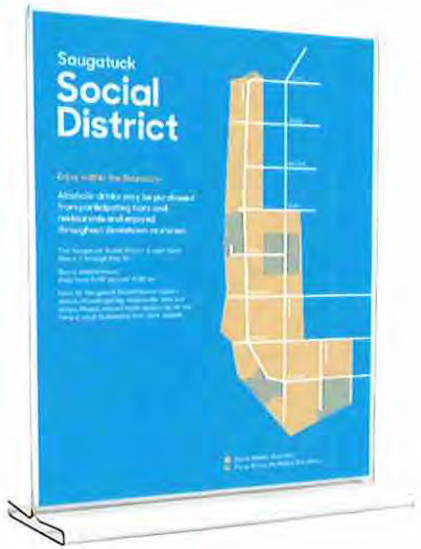
Saugatuck Social District
**Program Components:**

**03. Participating Window Decal**
Provided to Each Establishment Upon Application Approval or for Any Business Who Wants to Promote Drinking in their Store
—
A window cling in the window or door of a restaurant or shop will identify them as a participant of the Saugatuck District District. The clings would be free and available to pick up at the Saugatuck Village office.

Saugatuck Social District
**Program Components:**

**04. One-Page Flyer for Display or Takeaway**
Provided to Each Establishment Upon Application Approval.
—
An 8.5 x 11 pad of printed sheets (50) would be provided for handout to consumers interested in the details and defined boundary. This same sheet could be used within an acrylic stand to promote the Saugatuck Social District program.

**Note.**
Acrylic stand would be the responsibility of the participating establishment. These can be found at any office general store.



**05. Program + Boundary Signage**
Strategically Placed within the Boundary
—
A horizontal and vertical format of signage has been designed to best fit the city's preferred display and mounting methods. Each sign can be sized appropriately and production files can be created for any use. Number of signs, placement, material, and mounting methods need to be strategically determined by the City of Saugatuck.

ROCKFORD OUTDOOR
rogue river
TAVERN
REFRESHMENT AREA

E

BBC Distributing
Food Service Equipment & Supply

# NEW ACCOUNT INFORMATION

**COMPANY NAME** _____
(as it appears on your tax return)

**OFFICE/BILLING CONTACT Email Order Confirmation? YES ____ NO ____ FED ID#** _____

**NAME** _____ **E-MAIL** _____

**PHONE** _____ **FAX** _____

**BILL TO ADDRESS** _____

**CITY** _____ **STATE** _____ **ZIP** _____

**Shipping Information Is the shipping address the same as the billing address? YES ____ NO ____**
**(For multiple shipping addresses, please attach a separate sheet)**

**SHIPPING ADDRESS** _____

**CITY** _____ **STATE** _____ **ZIP** _____

**PURCHASING CONTACT: Email Order Confirmation? YES ____ NO ____**

**NAME** _____ **EMAIL** _____

**PHONE** _____ **FAX** _____

**TYPE OF BUSINESS** _____ **YEARS IN BUSINESS** _____

**ARE YOU TAX EXEMPT?** NO ___ YES ___ If Yes, you must also attach a Certificate of Exemption Form.
Taxes will be applied to all orders pending receipt of this form.

**PAYMENT TYPE:** How should the account be set-up for payment?

**C.O.D.** ____ **Credit Card with 3% convenience fee** ____ **ACH** ____

## BBC DISTRIBUTING TERMS AND CONDITIONS

**PLACING ORDERS:** For your convenience, orders may be placed by phone, fax, and email or through our Customer Service Remote: On-Line Order Entry.

**ORDER DEADLINE NON BEVERAGE:** A 12:00 p.m. cut off time for order placement is applicable on orders scheduled for next day delivery.

**MINIMUM ORDER:** All orders less than $125.00 will be assessed a $10.00 handling charge. Orders picked up by customers are excluded.

**RETURN POLICY:**

- A Return Goods Authorization (RGA) number must be obtained prior to the return of any product. This number must be visible on the package before BBC Distributing will credit a return. Please obtain an RGA by calling our office at the 800# listed above.
- We are pleased to order any product for you that we do not stock, however, full case quantities must be ordered, **plus the shipping/freight cost** and all Special Orders are **non-returnable and non-refundable.**

We gladly accept the return of products that are defective due to defects in manufacturing and/or workmanship for 30 days from the date of purchase. Fulfillment errors (i.e. shipping wrong product or quantities) will be corrected or accepted for return for 30 days from the date of purchase. All return requests must be received within 30 days of invoice date and are subject to review and approval before credit can be processed. No returns will be accepted after 30 days from invoice date. Please allow up to 10 business days for credit to be fully processed and note that a 20% restock fee on all goods, including freight, may apply. Claims for damaged product must be reported to BBC within 48 hours after delivery

**CREDIT CARDS:** BBC accepts MasterCard, Visa, Discover and American Express. If you prefer, we can keep your credit card information on file, so your orders can be paid automatically as they are shipped.

**SALES TAX:** Until we receive a certificate of exemption form, all customers will be considered taxable.

I / We understand the above Terms and Conditions. I / We also understand and agree to pay the standard legal collection fees required to obtain payment if account becomes delinquent.

Print Name _____ Date _____

Signature _____ Title _____

**BBC Distributing**
**1601 Steele Ave SW, Grand Rapids MI 49507 P 616.698.8828 F 616.698.0041**

F

**BBC Distributing**
1601 Steele Ave. SW
Grand Rapids, MI 49507
616-698-8828
616-698-0041

# Quotation



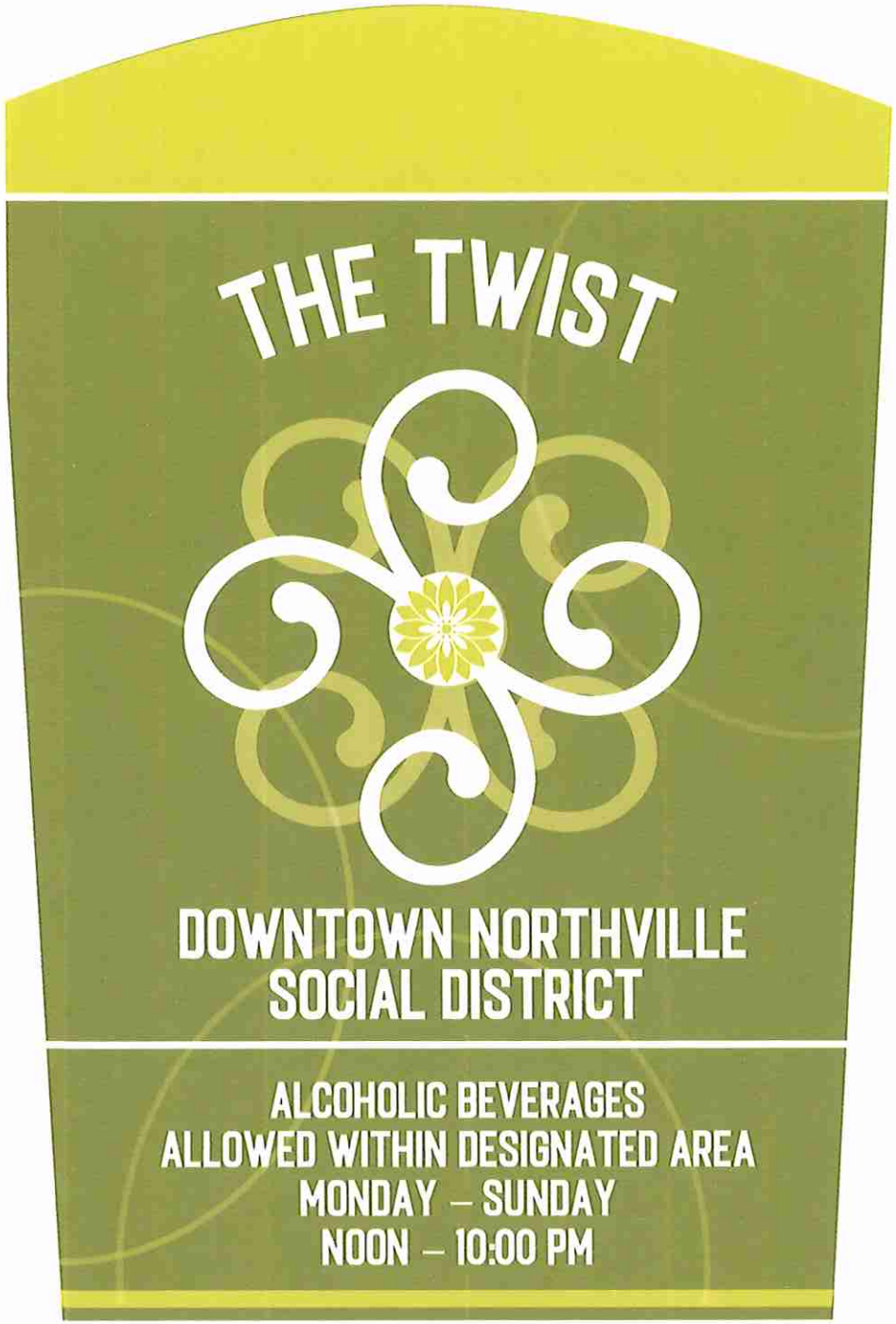
CITY OF SAUGATUCK

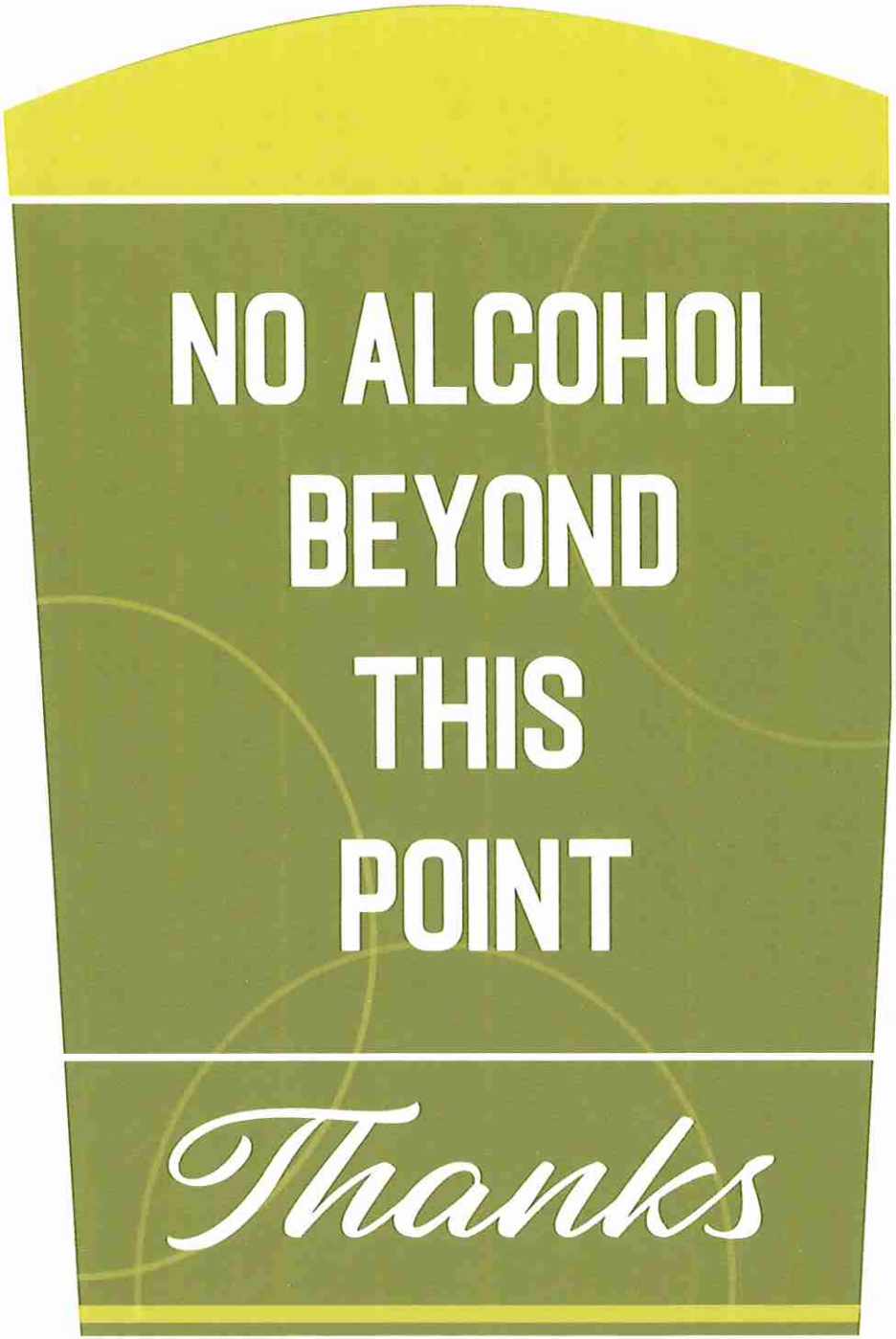
**Date** 3-Mar-2021 **Valid Until**

**Salesman** PE **Quote** 235843
**Terms** C.O.D.

| | |
|---|---|
| **Merch Total** | $295.29 |
| **Taxable Sales** | $295.29 |
| **Tax** | $17.72 |
| | $0.00 |
| **Ship/Handling** | $0.00 |
| **Ppd Deposit** | $0.00 |
| **Total** | $313.01 |

| Description | Item Code | Quantity | Price | Amount |
|---|---|---|---|---|
| 16-oz Clear Greenware Cold Cup GC16S 1000/cs | 10949800 | 1 | 109.64 | $109.64 |
| 12-oz New Greenware Clear Cup GC12SNT 1000/cs | 11185400 | 1 | 99.82 | $99.82 |
| 9-oz GW Clear Cold Cup GC9OF 1000/cs | 10928800 | 1 | 85.83 | $85.83 |




Note: The above signs are approx. 16.5" x 24" Please contact Buzz.Bizzell@Gmail.com if you have any production Questions

48"
THE TWIST
DOWNTOWN NORTHVILLE
SOCIAL DISTRICT
48"
THE TWIST
DOWNTOWN NORTHVILLE
SOCIAL DISTRICT

# THE TWIST

DOWNTOWN NORTHVILLE
SOCIAL DISTRICT

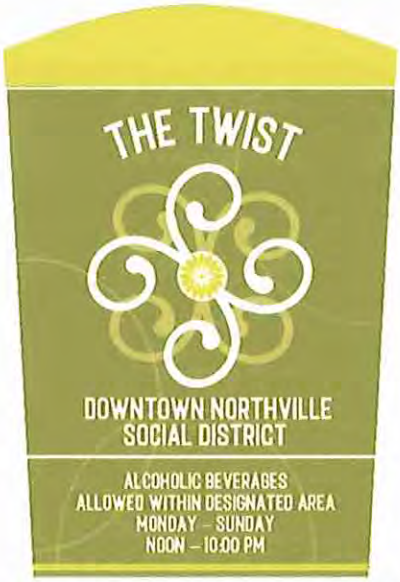
PARTICIPANT

# Social District Cups and Signage

SIGN ON STAND

20 OZ CUP

1-COLOR LOGO



Note: The above signs are approx. 16.5" x 24". Please contact BuzzBizzelli@Gmail.com if you have any production Questions

SIGN ON STAND

16 OZ CUP

1- COLOR LOGO

H

# Northville Social District Application

August 2020

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# Narrative

On July 1, 2020 Governor Whitmer signed into law Public Act 124 of 2020 – the Social District legislation. The new law is designed to provide some relief to Michigan's food service industry, which like so many sectors of the economy has been devastated by the pandemic and continues to face challenges with managing safety and financial stability while opening for service. The new law would allow a municipality to establish a "Social District" that would provide licensed permit holders the ability to obtain a permit to sell alcohol to customers for consumption in the Commons Area of a Social District.

The DDA, working with the business owners and City administration, developed a Reopening Plan for Downtown that has provided an opportunity for all of the downtown businesses to reopen safely and with the maximum capacity allowed under the Governor's Executive Orders. The plan recommends the use of several tools including Northville's special event application, the Limited Permanent Outdoor Service Area Permits (MLCC Form 204a), and the establishment of a Social District per Public Act 124 of 2020. On June 5, 2020, the Northville City Council took the first step in implementing the Reopening Plan when they approved a special event application to close E. Main Street between Center and Hutton Streets and N. Center between Main and Dunlap Streets to vehicular traffic.

The streets were closed on June 16th and restaurants expanded into the street and retail expanded onto the sidewalks. The closing of streets to vehicular traffic and expanded outdoor dining have allowed the restaurants to make up some of the seats that were lost due to the Governor's requirements for reduced capacity and social distancing. The street closures have been a tremendous success and provided a wide and safe path for pedestrians to utilize.

In addition to the implementation of the special event application, thirteen restaurants have applied for and received a Limited Permanent Outdoor Service Area Permits (MLCC Form 204a). The permit allows the license holder to serve alcohol in an expanded service area with the permission of the local municipality until October 31, 2020. The MLCC has worked hard to process the applications quickly so that license holders can maximize their outdoor seating.

The third tool that the City of Northville would like to implement is the establishment of a Social District as permitted under Public Act 124 of 2020. Downtown restaurants already participating in the Reopening Plan with expanded outdoor seating have expressed interest in the establishment of a Social District. If established, a Social Districts would include a Commons Area where two or more contiguous licensed establishments (bars, distilleries, breweries, restaurants and tasting rooms) could sell alcoholic beverages in

special cups to be taken into the Commons Area for consumption. The Commons Area would need to be clearly identified through signage and at least two qualified licenses must be contiguous to the Commons Area. The alcohol must be served in a container that has the logo of the Commons Area and the logo of the permit holder clearly marked on the container. The container cannot be made of glass. The person purchasing the alcohol can only consume the alcohol in the Commons Area. The Commons Area cannot include the licensed premises of any qualified licensee.

Several of the restaurants have applied for additional outdoor bar licenses; others have expressed an interest in selling street food or providing live music to add to the vitality of the area. The establishment of the Social District will provide the restaurant owners the ability to serve a drink that could be consumed in the Commons Area while waiting for a table or taking a drink to go after the meal to help turn tables over more quickly. Additional tables and chairs could be added to the Commons Areas currently closed to traffic to provide additional seating that is spread out and socially distanced.

A 5-foot-wide area adjacent to the businesses will remain open for pedestrian circulation and to comply with ADA requirements. An eighteen-foot-wide area along the road will be open for pedestrian access as well as serve as the public safety route. DDA staff has spoken with the Fire Chief and Fire Marshall in order to provide sufficient width for public safety vehicles.

Town Square and Old Church Square will be used for carry out dining. Individual restaurants will not serve in the two areas, but they will serve as part of the designated Commons Areas within the Social District. The DDA is working with seasonal DDA employees and adjacent business owners to help keep the area picked up and wiped down. Maps are included on page 3 showing the boundaries of the Social District and on page 4 showing the boundaries of the Commons Area.

# City Council Resolution

## Resolution # 20 -21

**Resolution #20-21**

WHEREAS, Michigan Public Act 124 of 2020 was signed into law on July 1, 2020; and

WHEREAS, the law allows Michigan municipalities to establish Social Districts that allow for Common Areas where two or more contiguous licensed establishments could sell alcoholic beverages in special cups to be taken into the Commons Area for consumption; and

WHEREAS, the Northville Social District would be created and managed by the city through its Downtown Development Authority; and

WHEREAS, the Northville Social District boundaries are N. Center Street from Main to Dunlap and E. Main from Center to Hutton; and

WHEREAS, the Commons Area boundaries are identical to the Social District boundaries. The Commons Area includes the sidewalks and streets within the boundaries that are not included in the qualified licensee's premises along with two public plazas Old Church Square and Northville Square; and

WHEREAS, the City of Northville will follow all stipulations of Michigan Public Act 124 of 2020 and follow established best practices in the creation and maintenance of the Social District; and

WHEREAS, the creation of the Northville Social District would be an immediate draw to Downtown Northville and be a viable solution; and

NOW, THEREFORE, BE IT RESOLVED that the Northville City Council does hereby approve the creation of the Northville Social District for consideration by the Michigan Liquor Control Commission.

Date: August 3, 2020

Brian Turnbull, Mayor

Marilyn Price, Mayor Pro Tem

Patrick Giesa, Councilmember

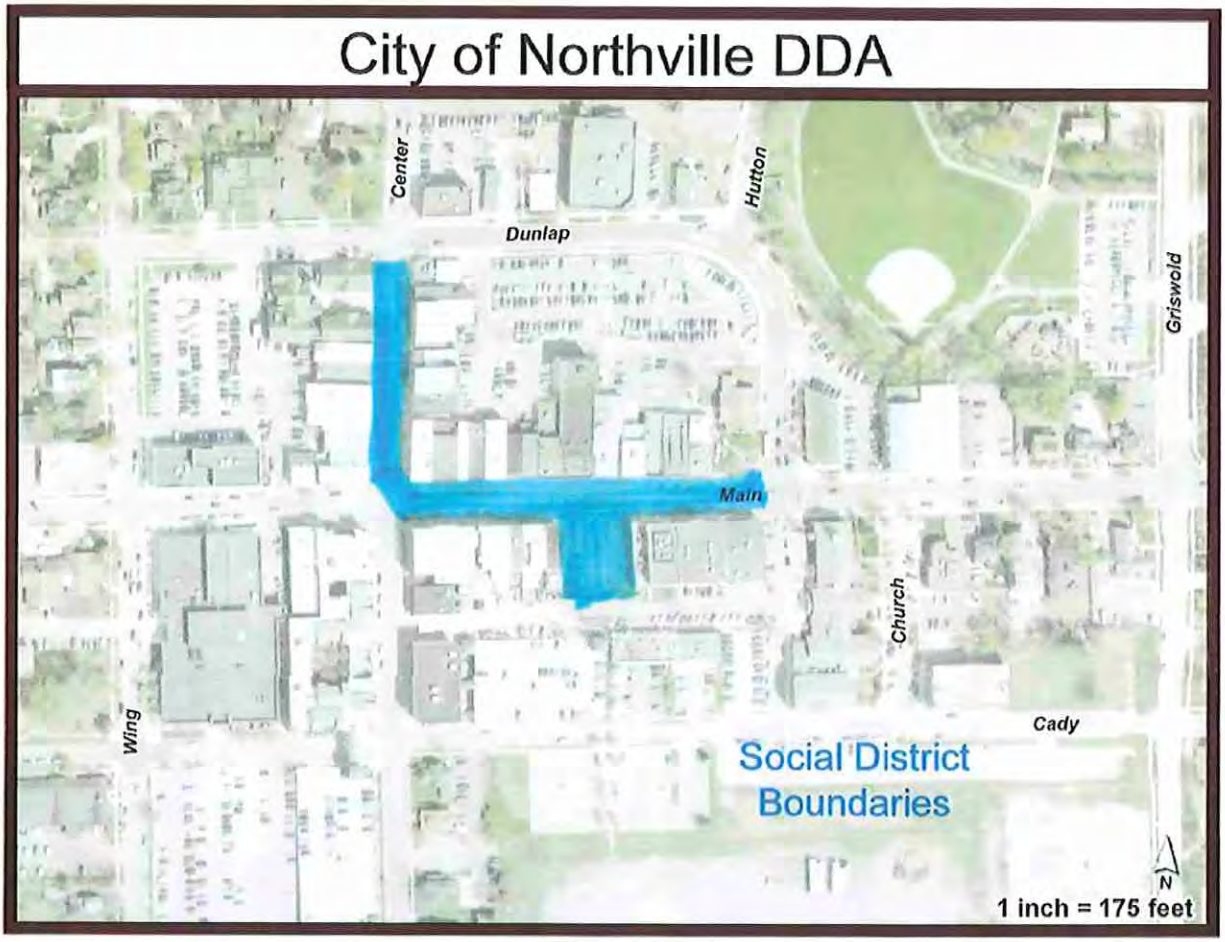
Sam Ekong, Councilmember

Barbara Moroski-Browne, Councilmember

Attest:
Dianne Massa, City Clerk, CMC

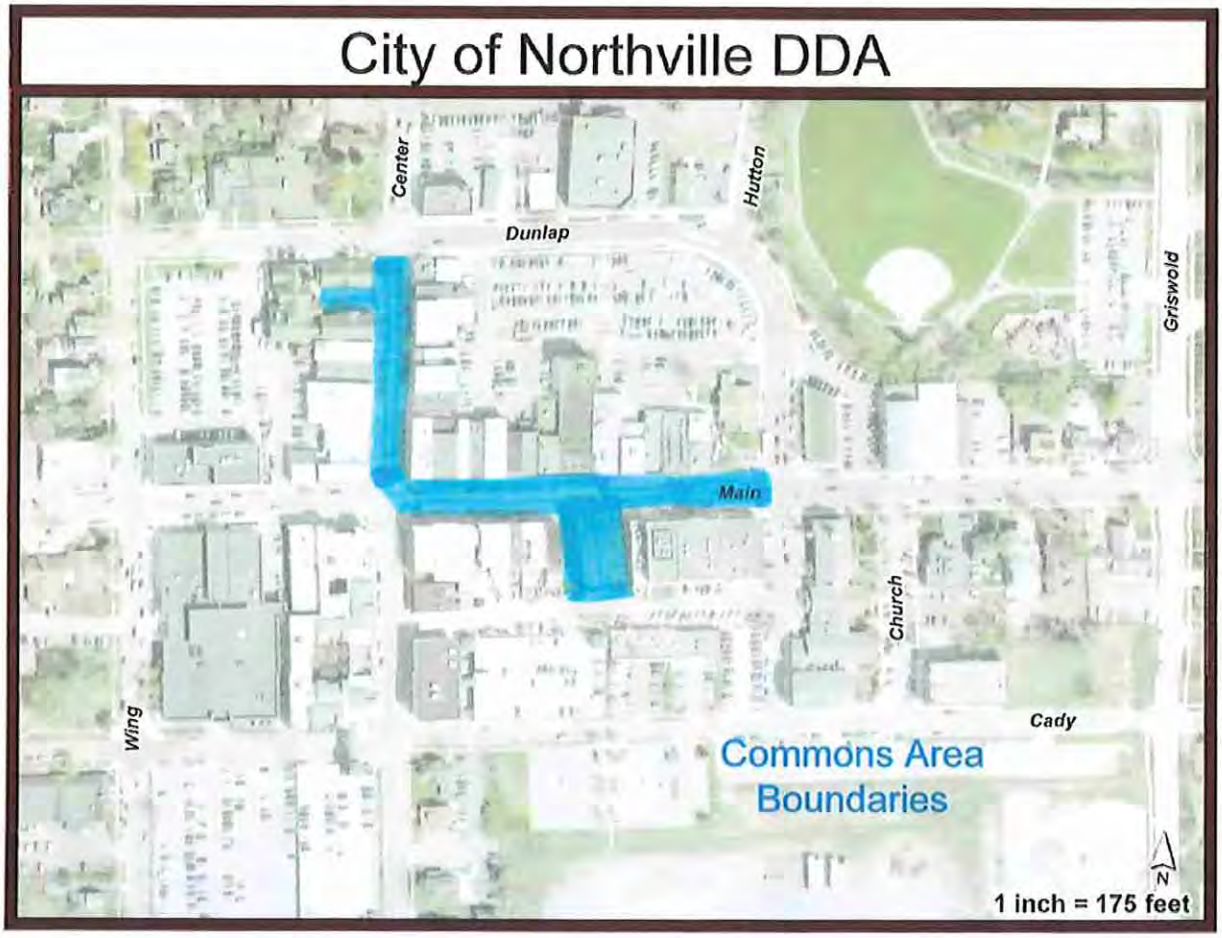
# Social District Map

The boundaries of the Northville Social District will encompass the 4 main blocks of Downtown Northville and will be bounded to the south by Cady Street, to the west by Wing Street, to the north by Dunlap Street and to the east by Hutton Street.



# Commons Area Map

Commons Area means an area (one or more) within a Social District that is clearly designated and clearly marked by the municipality and that is shared by and contiguous to the premises of at least two qualified licensees. A Commons Area does not include the license premises of any qualified licensee. The boundaries of the Commons Area would be the same as the current Reopening Downtown plan boundaries. The boundaries would be N. Center Street from Main to Dunlap and E. Main from Center to Hutton. The streets, which are under the jurisdiction of the City of Northville, will be closed to vehicular traffic until October 31, 2020. The Commons Area would include the sidewalks and streets that are not included in the qualified licensee's premises along with two public plazas Old Church Square and Northville Square.



# Management Plan

The Downtown Development Authority will serve as the manger for the Northville Social District. DDA staff will oversee the development of the plan, the submission of documents to the MLCC, coordinate with qualified licensees, and will monitor all aspects of the Social District. The management of the Social District will be assisted by other City departments including Police, Fire, Public Works, Clerk and Finance.

**Boundaries:**
The boundaries of the Northville Social District will encompass the 4 main blocks of Downtown Northville and will be bounded by the south by Cady Street, west by Wing Street, north by Dunlap Street and east by Hutton Street. See page 3 for the Social District Map. Commons Area means an area (one or more) within a Social District that is clearly designated and clearly marked by the municipality and that is shared by and contiguous to the premises of at least two qualified licensees. A Commons Area does not include the license premises of any qualified licensee. The boundaries of the Commons Area would be the same as the current Reopening Downtown plan boundaries. The boundaries would be N. Center Street from Main to Dunlap and E. Main from Center to Hutton. The streets, which are under the jurisdiction of the City of Northville, will be closed to vehicular traffic until October 31, 2020. The Commons Area would include the sidewalks and streets that are not included in the qualified licensee's premises along with two public plazas Old Church Square and Northville Square. See page 4 for the Commons Area map.

**Potential participating license holders:**
In order to qualify to obtain a Social District permit, at least two licensees must be contiguous to the Commons Area. There is an annual fee of $250 that is paid to the State of Michigan. There are currently eight downtown restaurants that would meet the MCC's qualification to apply for a Social District permit. They include: Lucy & the Wolf, Browndog Creamery, LeGeorge, Genittis, Table 5, 160 Main, Poole's Tavern, Center Street Grill. Simply Wine is in the process of applying for their local outdoor dining permit and MLCC Limited Permanent Outdoor Service Area permit. If they receive these two permits, they would also be eligible to obtain a Social District permit. The Social District permit would allow the qualified licensee to sell alcohol for consumption within the confines of the Commons Area as long as the qualified licensee only sold and served alcohol on its licensed premises and only served alcohol to be consumed in the Commons Area.

**Insurance and Liability:**
Working with the City Clerk, the DDA obtained special event insurance which allows the restaurants and bars to expand service into the streets and allows retailers to expand onto the sidewalks. The City's municipal risk managers (MMRMA) confirmed that no additional premiums were required for the Social District designation. The City already has coverage for alcohol related claims. The new law requires the commons area to be clearly identified through signage. Participating license holders would be required to secure their own liability insurance as required by the City.

**Operations:**
It is the intent of the City of Northville to establish the Social District and Commons Area and allow use of the Commons Area until the Limited Permanent Outdoor Service Area permits expire on October 31, 2020. In future years the Northville Social District would operate from Memorial Day to Labor Day each year. Operations would be four days a week – Thursday, Friday, Saturday, and Sunday. The Commons Area would be open from 4:00 pm to 10:00pm. After 10:00 pm, Social District beverages cannot be sold in participating establishments nor possessed and consumed in the Commons Areas. After 10:00 pm, consumption of alcoholic beverages must be contained within the license holders' service area.

**Marketing:**
The Northville Social District will have a branded name and logo for marketing purposes. The DDA is working with designer, Buzz Bizzel to develop the brand for the project. Marketing will be achieved through traditional free media, paid advertising, and extensive social media. The DDA would provide participating restaurants and bars with the graphic packets to utilize in their own media campaigns.

**Entertainment:**
The DDA has scheduled music every Friday and Saturday evenings from 5:00 – 7:00 pm on Center Street and 7:00 pm – 9:00 pm on Main Street. During the summer of 2020, the musicians are either single acts or duos, and are not big concert names as Northville has booked in previous summers. The music on Main Street is tucked underneath the Marquis, behind the clock. The music is meant to be background music and not a concert. The DDA has had signs made that encourage visitors to social distance, wear a mask and not bring lawn chairs.

Both E. Main Street and N. Center Streets have areas with corn hole and other games and well as tables, chairs, and umbrellas to utilize while listening to the music. Several restaurants have begun providing live music within their expanded outdoor dining area. The DDA also provides recorded music through a sound system located in Town Square on nights that live music is not being provided by the DDA or private entities.

In future years of the program, the DDA will provide music on Friday and Saturday nights. Music on Main concerts will be scheduled from Memorial Day weekend to Labor Day weekend in the Town Square Pavilion at 7:00 pm. The Wednesday night acoustic series, Northville Unplugged will be moved from Wednesday nights to Saturday nights in the Town Square Pavilion also at 7:00 pm.

**Social District financing:**
The DDA, in conjunction with the City of Northville, will provide funding for the expenses associated with the designation and operation of the Northville Social District. The majority of the expenses will be associated with keeping the area clean and safe. In addition, the DDA will spend funds to promote the social district through traditional advertising, public relations, and social medial.

**Social District logo and beverage containers:**
The DDA will develop a logo for the Northville Social District that can be utilized on print material, signage, cups, and banners. The Northville Social District logo is required to be printed on one side of the plastic or paper cups and the logo of the Social District permit holder on the other side. Requiring the permit holder to place their logo on the cup, will allow monitors to quickly identify the establishment that sold the beverage. The cups cannot hold more than 16 ounces of liquid. Northville District cups may not be reused, must remain in the establishment where they were purchased or in the Commons Area and may not be taken into another licensed establishment or other private business.

**Enforcement/Monitoring:**
The Northville Social District will utilize signage and already scheduled police patrol to monitor the Commons Area. The signs will be accompanied by a trash receptacle for customers to dispose of used Social District cups as they exit the district. In addition, there will be print information made available to each participating bar that clearly shows the boundaries, hours of operation and FAQs. The DDA and City will review the monitoring plan for compliance and will determine if additional security is needed in the future.

**Security:**
Two main streets in downtown are currently closed to vehicular traffic to allow expanded outdoor dining. The roads are secured at each end with traditional barricades and a row of water barricades, and one police car on each end to harden the entrance. The water barricades are used to stop a driver from either intentionally or accidentally entering the dining areas that have been extended into the road. There is frequent police patrol that monitors the area as part of the City's road patrol.

# Maintenance Plan

The DDA will monitor and oversee the general maintenance of the Northville Social District. In conjunction with the Department of Public Works, the DDA will be responsible for removal of daily trash from the Northville Social District.

**Cleaning:**
The DDA has hired additional seasonal groundskeepers to assist in keeping the area clean and free of debris and wiping down tables and removal of trash. The permit holders of the Social District will also assist in the cleanup of the Common Areas as well and will locate a trash receptacle outside of its entrance for the disposal of Social District cups. Seasonal groundskeepers will power wash the Commons areas on a regular schedule and keep the area swept up and clean at all times.

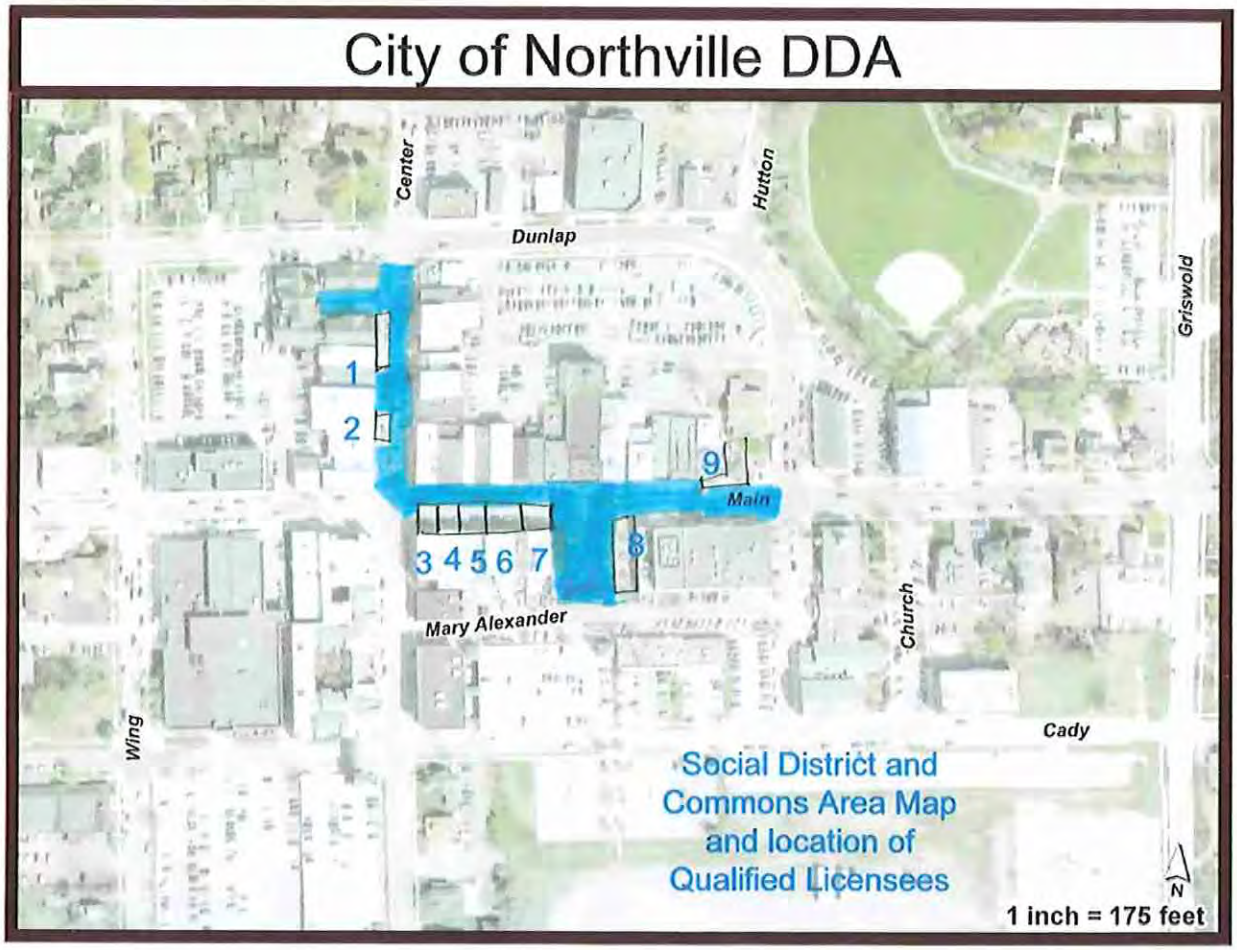
**Set-up:**
DDA staff will assist in marking the boundaries of the Social District and Commons Area signage. A trash receptacle will be placed next to each sign that marks the edge of the Commons Area so that patrons can dispose of their cups prior to leaving the authorized area. Each' morning the DDA seasonal staff will wipe down all tables and chairs in the commons area and put up all umbrellas.

**Seating:**
The DDA has purchased additional tables, chairs and umbrellas for use within the Commons Area. Seating is now provided in Town Square, Old Church Square, and along N. Center Street that is closed to vehicular traffic. More seating could be added at a later date if needed. In addition to the tables and chairs, visitors to the Social District can sit on the street benches and along the raised planters throughout the Social District.

**Restrooms:**
Four porta potties with hand sanitizers will be located behind Town Square and one of the porta potties will be handicapped accessible. The DDA will maintain a contract with John's Sanitation to service the porta potties and keep them clean and well stocked. Porta potty locations will be noted on all print material regarding the Social District.

# Map of Qualified Licensees

There are currently nine downtown restaurants that meet the MCC's qualification to apply for a Social District permit. They include: Lucy & the Wolf, Browndog Creamery, LeGeorge, Genittis, Table 5, 160 Main, Poole's Tavern, Center Street Grill and Simply Wine. Each of the establishments currently holds a license to sell alcohol liquor for consumption on the licensed premises and is contiguous to the Commons Area.



# List of Qualified Licensees Contiguous to the Commons Area

| Qualified Licensees Contiguous to the Commons Area | | | |
|---|---|---|---|
| # | Legal Name | Business Name | Address |
| 1 | 135 N. Center, LLC | Center Street Grill | 135 N. Center Street |
| 2 | Center Wine, LLC | Simply Wine | 109 N. Center Street |
| 3 | Bside Ventures | Lucy & the Wolf | 102 E. Main Street |
| 4 | Genitti's, Inc. | Genitti's Hole-in-the-Wall | 110 E. Main Street |
| 5 | Browndog North, LLC | Browndog Creamery | 120 E. Main Street |
| 6 | G3SR L.L.C | LeGeorge | 124 E. Main Street |
| 7 | Lussier Investments, LLC | Table 5 | 130 E. Main Street |
| 8 | Main Street Hospitality, LLC | 160 Main | 160 E. Main Street |
| 9 | RMJ2 of Northville, Inc. | Poole's Tavern & Bak Bar | 157 E. Main Street |