

Memorandum

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

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

Swingbridge Emergency Access Drive and Culvert

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

Drainage East of Union Street Boat Launch Parking Lot

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

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

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

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

Blue Star Highway Drainage and Staybridge Development Drainage

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

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

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

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

Mr. Sean Homyen
5/2/2025
Page 3

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



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



Blue Star Highway storm sewer drain outlet (12 inch)





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




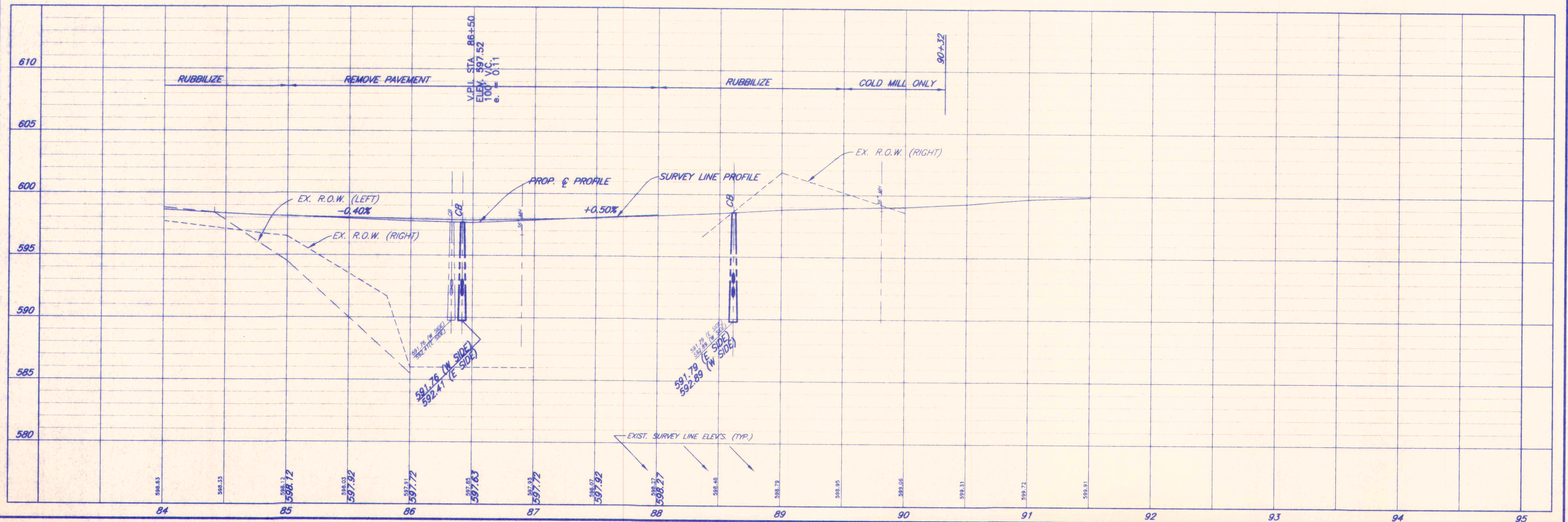
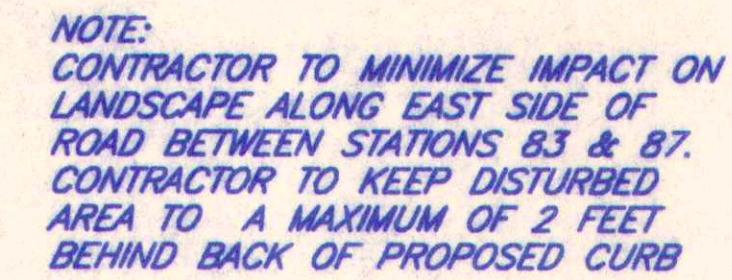
Roadside ditch then drains north onto Swingbridge and Milauckas property. No swale appears to be constructed and notice silt fence east of where swale disturbance would have been.

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

 REMOVING BITUMINOUS SURFACE

 NEW BITUMINOUS DRIVEWAY APPROACH OR BITUMINOUS SURFACE

 REMOVING PAVEMENT AND SEED



	DATE
REVISED IN ACCORDANCE WITH CONSTRUCTION RECORDS	JUL 12-96

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

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

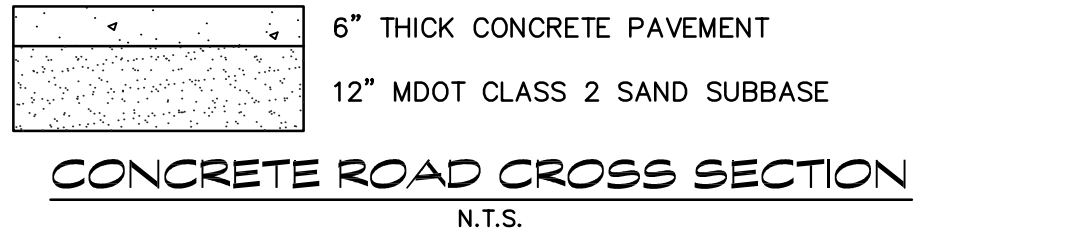
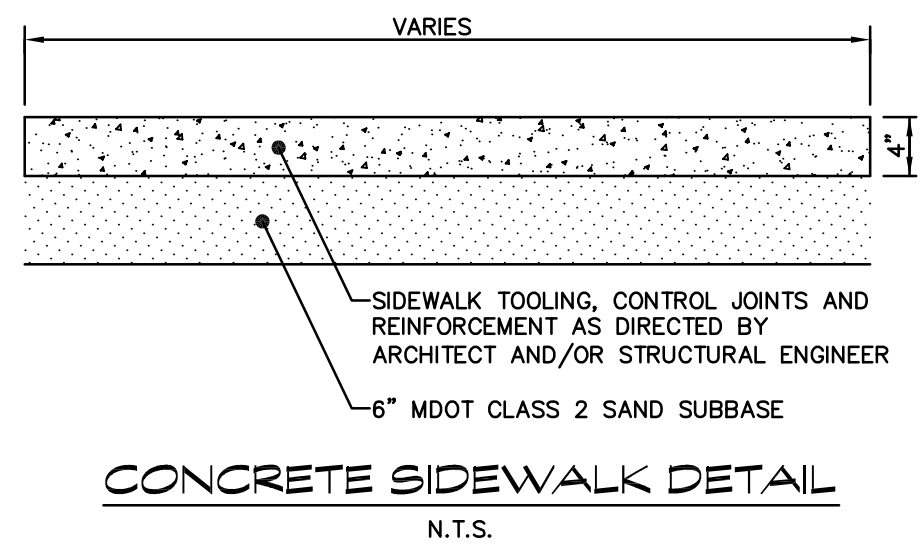
9/27

ET NO.

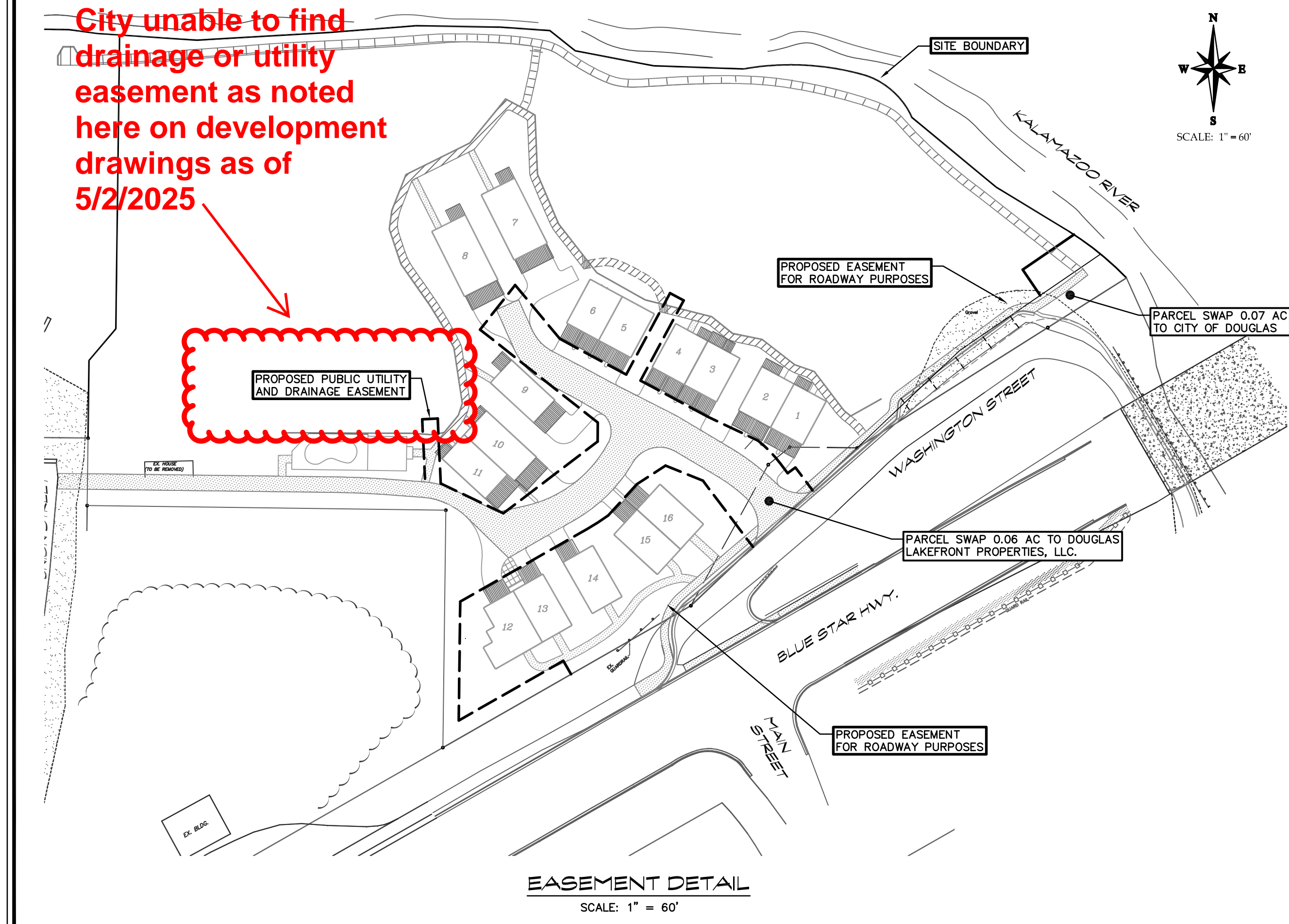
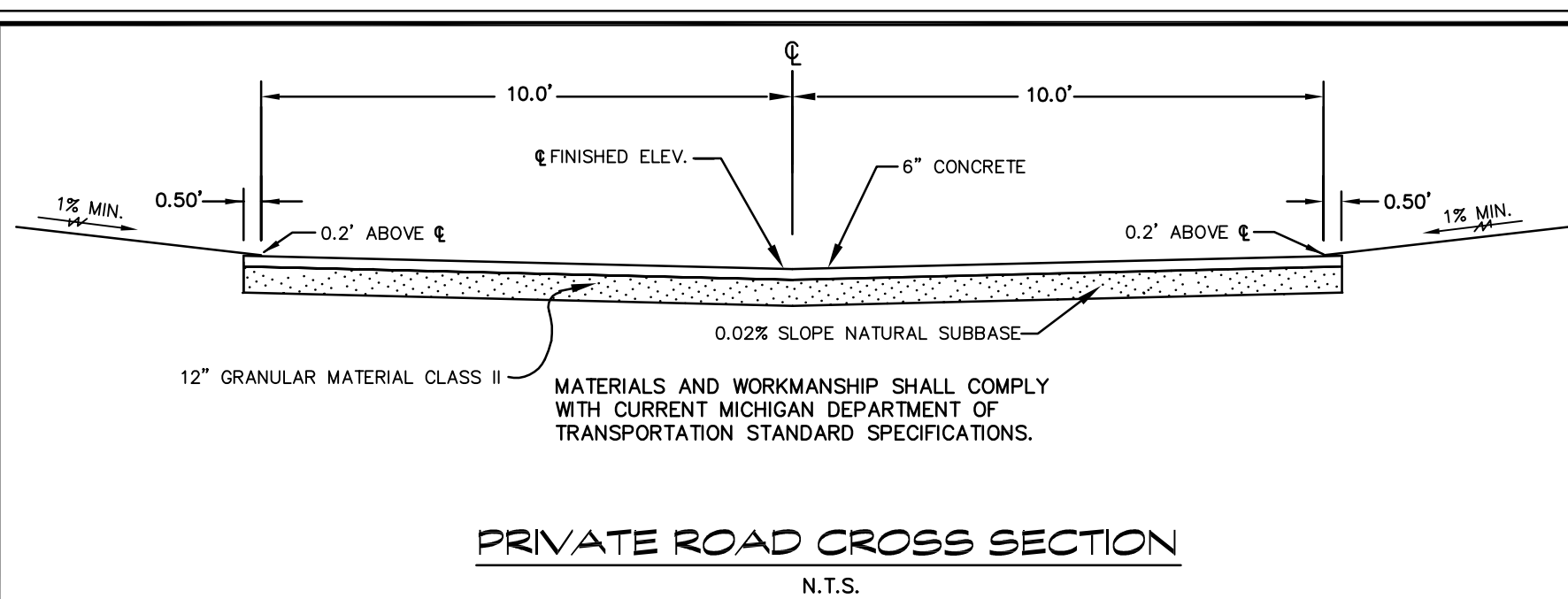
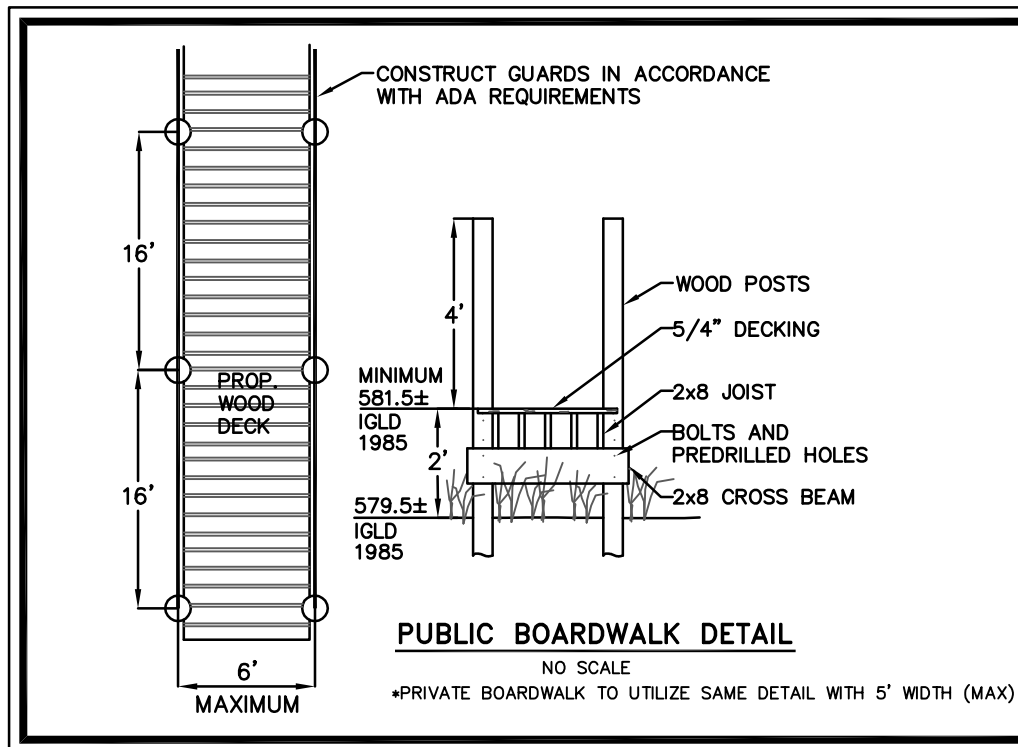
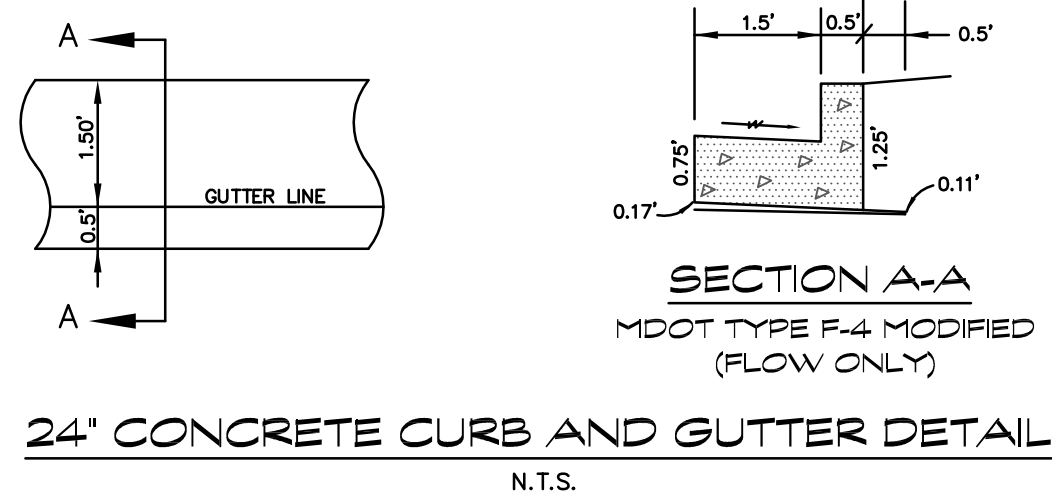


Know what's below.
Call before you dig.

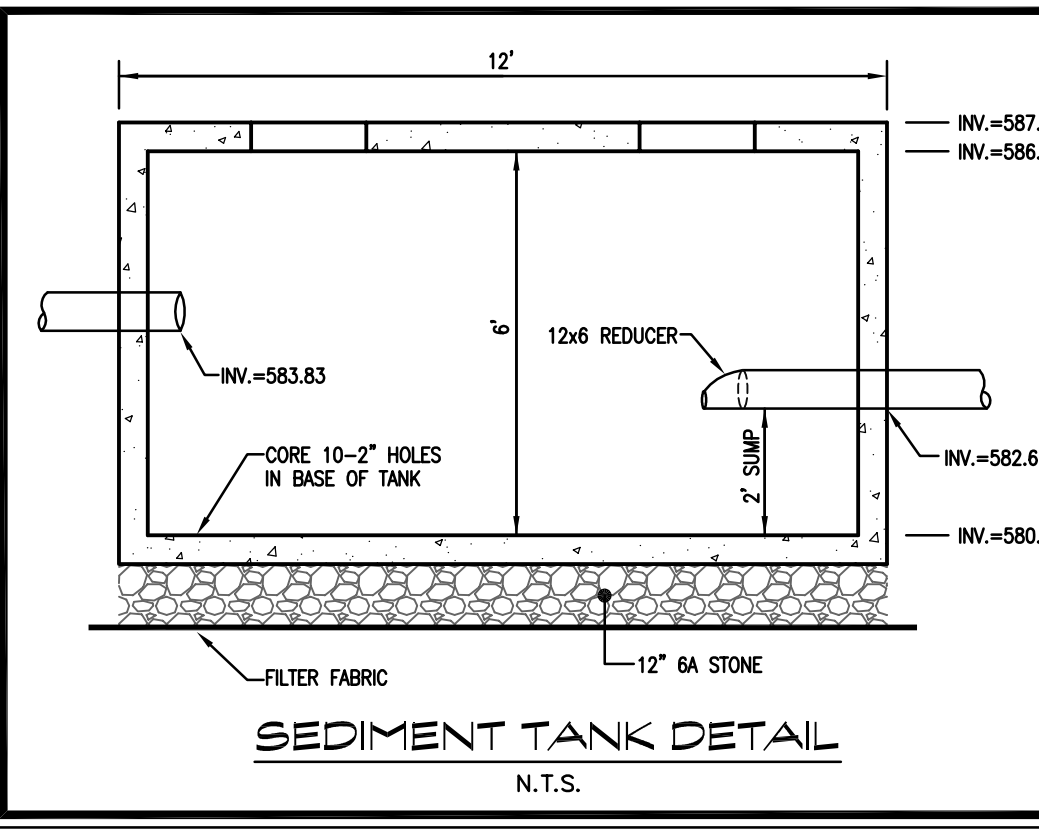
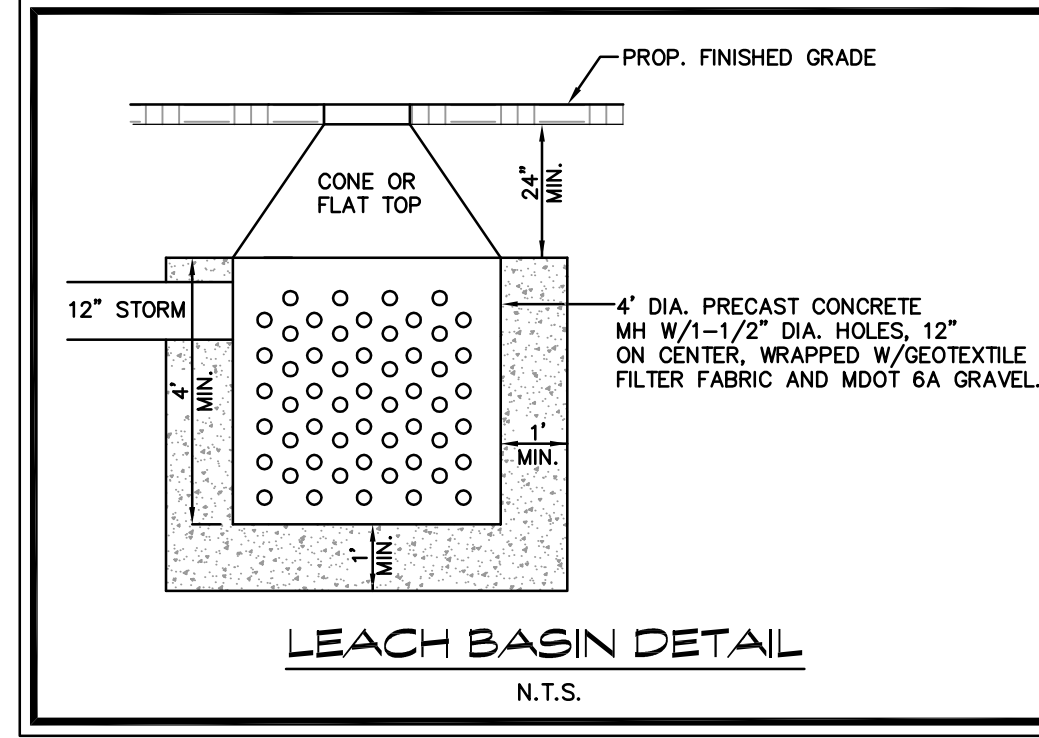
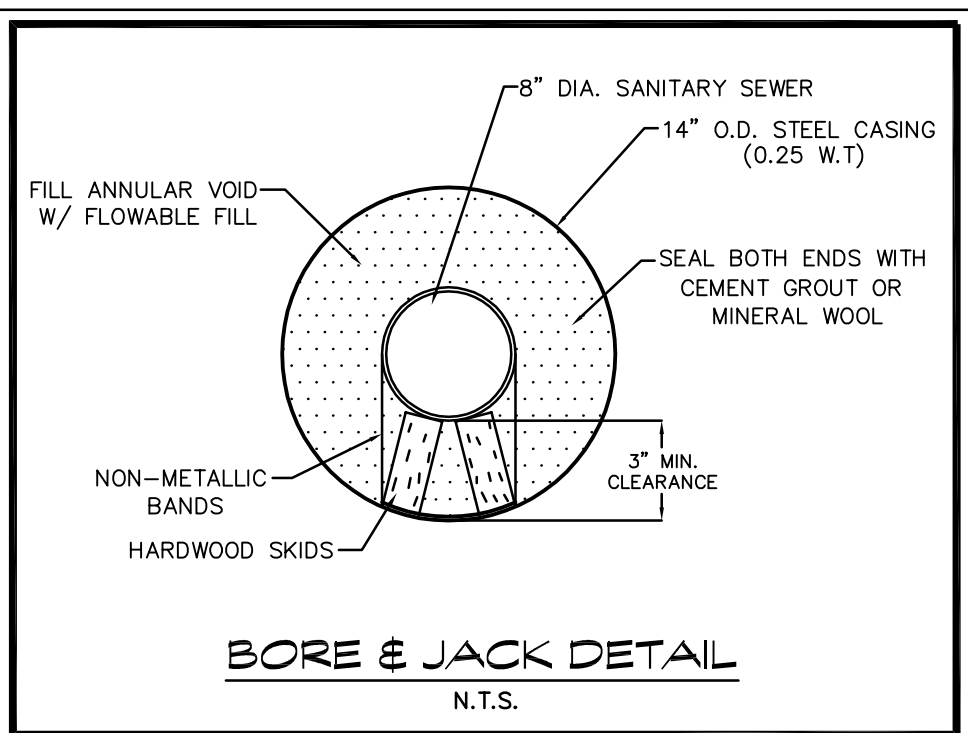
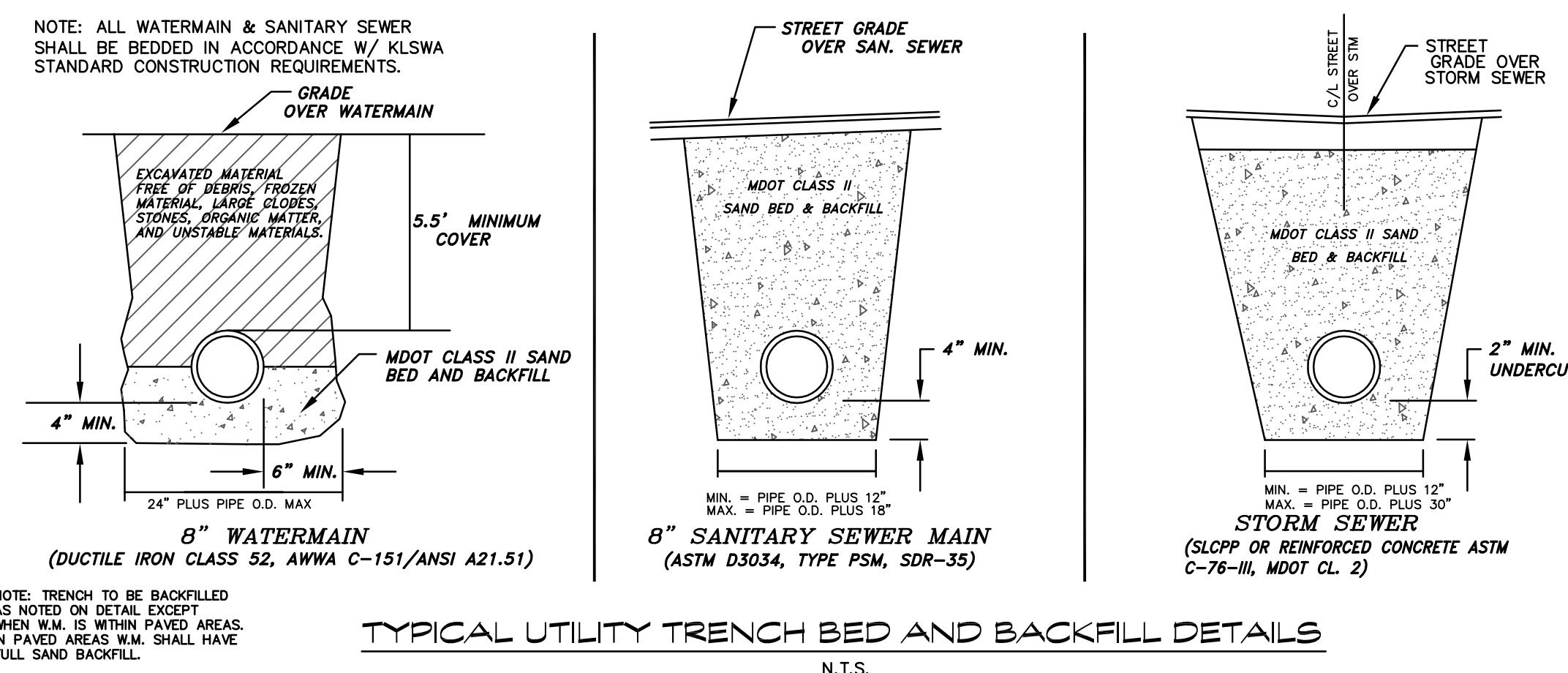
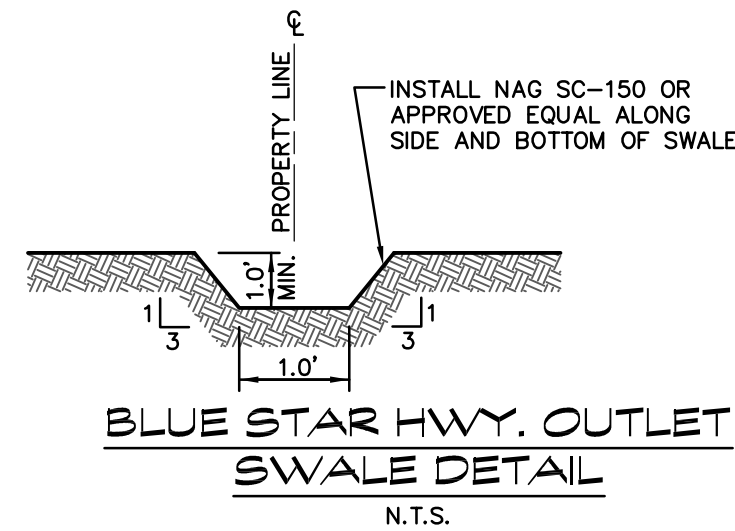
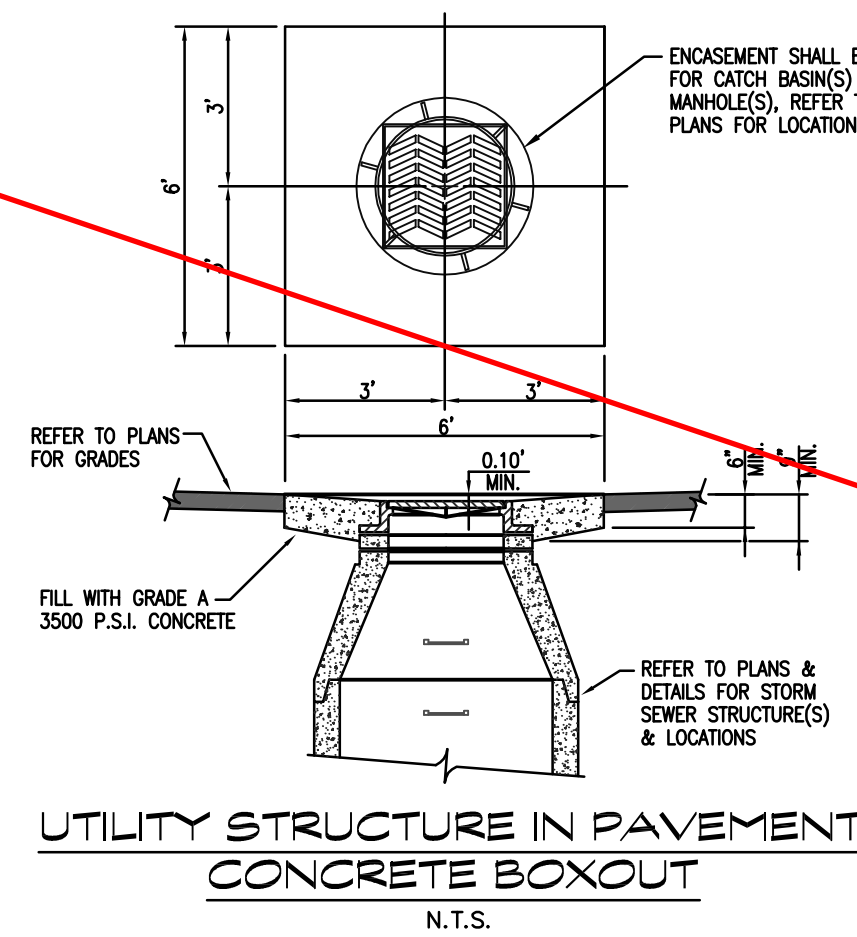
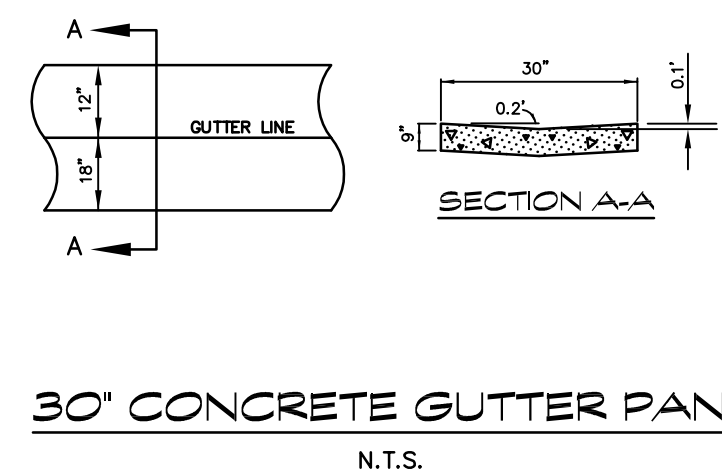
UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.



NOTE: REFER TO GEOTECHNICAL REPORT FOR FINAL PAVEMENT DESIGN SPECIFICATION



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



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

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

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

date	comment	no.	checked	date	comment	no.	checked	date	comment	no.	checked	date	comment	no.	checked
08/31/09	REVISED PER KLSWA	1	BD	09/08/09	REVISED PER KLSWA	1	BD	09/08/09	REVISED PER KLSWA	1	BD	09/08/09	REVISED PER KLSWA	1	BD
10/14/09	ALLEGAN COUNTY DRAIN COMMISSION	2	BD	10/14/09	ALLEGAN COUNTY DRAIN COMMISSION	2	BD	10/14/09	ALLEGAN COUNTY DRAIN COMMISSION	2	BD	10/14/09	ALLEGAN COUNTY DRAIN COMMISSION	2	BD
11/04/09	ALLEGAN COUNTY DRAIN COMMISSION	3	BD	11/04/09	ALLEGAN COUNTY DRAIN COMMISSION	3	BD	11/04/09	ALLEGAN COUNTY DRAIN COMMISSION	3	BD	11/04/09	ALLEGAN COUNTY DRAIN COMMISSION	3	BD
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project no.:
06200300
DET1.7
sheet no.:
4 OF 4
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Final plan review letter from 2010

February 17, 2010
Project No. G100033

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

Re: Swing Bridge Development

Dear Ryan:

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

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

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

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.



Brian G. Vilmont, P.E.

tlc

By e-mail

cc: Mr. Brent DeRose - Nederveld and Associates

ftc&h

engineers
scientists
architects
constructors

1515 Arboretum Dr., SE
Grand Rapids, MI
49546
ph: 616.575.3824
fax: 616.575.8155
www.ftch.com

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

RECORDED

September 15, 2011 12:52:14

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



Liber 3545 Page 646 #2011017097

**Swingbridge drainage way
easement 2011**

DRAINAGE EASEMENT

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

WITNESSETH:

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

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

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

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

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

4-
19-
(4)

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

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

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

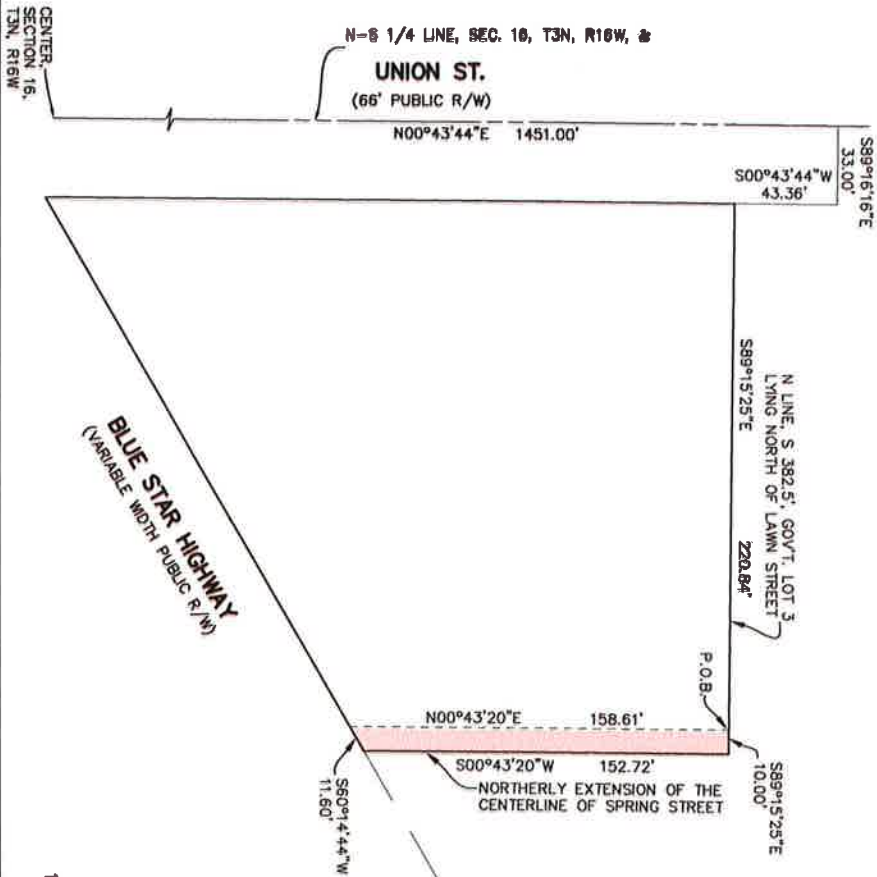
7. The City hereby agrees to save and hold the Grantor harmless from any and all claims, debts, causes of action or judgments for any damage to property and/or injury to any person which may arise out of any use of the Easement areas by the City, its agents, employees, representatives, contractors, successors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

EXHIBIT "A"

BLUE STAR HIGHWAY

DRAINAGE EASEMENT

PART OF THE NE 1/4 OF SECTION 16, T3N, R16W,
CITY OF THE VILLAGE OF DOUGLAS, ALLEGAN COUNTY, MICHIGAN



DESCRIPTION

An easement for drainage over part of the Northeast 1/4 of Section 16, T3N, R16W, City of the Village of Douglas, Allegan County, Michigan, described as:
Commencing at the Center of said Section; thence N00°43'44"E 1451.00 feet along the North-South 1/4 line of said Section; thence S89°16'16"E 33.00 feet; thence S00°43'44"W 43.36 feet along the East right of way line of Union Street (66' wide); thence S89°15'25"E 220.84 feet to the Point of Beginning; thence S89°15'25"E 10.00 feet (the previous two courses being along the North line of the South 382.5 feet of Gov't. Lot 3 lying North of Lawn Street); thence S00°43'20"W 152.72 feet along the Northerly extension of the centerline of Spring Street; thence S60°14'44"W 11.60 feet along the Northwesterly right of way line of Blue Star Highway (variable width); thence N00°43'20"E 158.61 feet to the Point of Beginning.



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1.800.222.1868

Anna Aulbor Gerald Reynolds
Holland

18th of March 2010
project no. 06200300 ba
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8. The Grantor reserves the right to grant to others additional Easement rights in the Easement hereby being granted, for the installation and maintenance of gas, electric power, telephone structures and lines; said right being subject to approval by the City as to the location of the proposed easement and utilities. Such approval by the City shall not be unreasonably withheld.

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

GRANTOR :

Sign Joseph J. Milauckas
Print Joseph J. Milauckas

WITNESS:

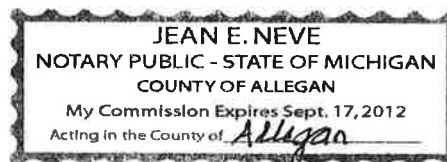
Sign: Pamela R. Calderink
Print: PAMELA R. CALDERINK

STATE OF MICHIGAN)
) ss.
COUNTY OF ALLEGAN)

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

Sign Jean E. Neve

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



GRANTEE : City of Douglas

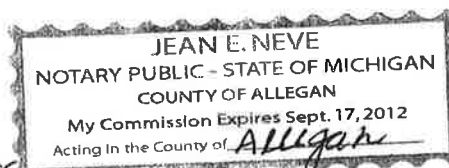
Sign R. Waddell
Print RENEE WADDELL

STATE OF MICHIGAN)
) ss.
COUNTY OF ALLEGAN)

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

Sign Jean E. Neve

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



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

**Union Street Boat Launch
revocable license agreement**

REVOCABLE LICENSE AGREEMENT

Union Street Boat Launch

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

STATEMENT OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

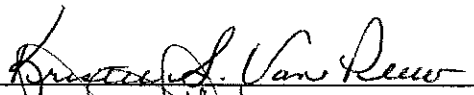
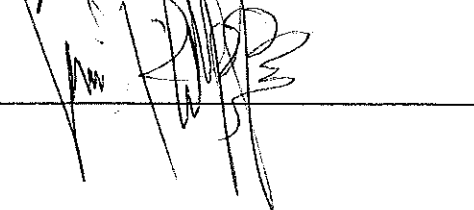
Upon revocation or termination of this license, all Improvements, including the bumper barricades, lighting structure, and signage shall be removed from the Property at the expense of the City.

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

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

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

Witnesses:

CITY OF THE VILLAGE OF DOUGLAS

By: 
Renee Waddell

Its: Mayor Pro Tem

By: Jean E. Neve
Jean E. Neve

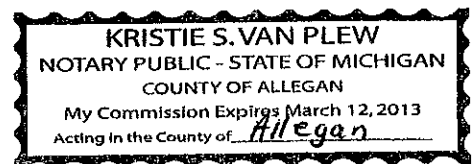
Its: _____ City Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF ALLEGAN)

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

Kristie S. Van Plew

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



Witnesses:

LICENSOR:

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

STATE OF MICHIGAN)
)ss
COUNTY OF)

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

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

Jean E. Neve

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

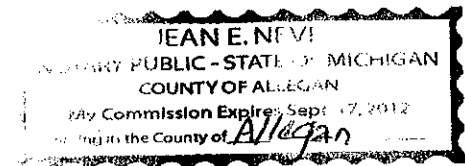


EXHIBIT A

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