

AGENDA
Village of Kingsley
Village Council Meeting
March 12, 2024
6:00 P.M.

Village Hall, 207 South Brownson Ave, Kingsley, MI 49649- (231) 263-7778

Meeting called to order at ____ p.m. by _____

PLEDGE OF ALLEGIANCE

ROLL CALL:

President Lajko ____, Trustee McPherson ____, President Pro Tem Weger ____, Trustee G. Bogart ____ Trustee Wallace ____ Trustee Bott ____ Trustee Weber _____

Also Attending: Clerk Forro ____, Manager Aldrich _____

Motion by _____, seconded by _____, to accept the agenda as presented.

1. Any person wishing to address the Board shall state his or her name and address.
2. Public comment will only pertain to agenda items listed. Any comments will be taken into consideration by the Board at a later date. No person shall be allowed to speak more than once on the same matter. The Chairperson shall control the amount of time each person shall be allowed to speak, which shall not exceed three (3) minutes. Chairperson may, at his or her discretion, extend the amount of time any person is allowed to speak.

PUBLIC COMMENT:

ANNOUNCEMENTS:

1. Announcements from the Village Manager:

2. Announcements from the Village Clerk:

3. CPO Dustin Stickler:

4. County Commissioner Scott Sieffert:

5. GT County Road Commission:

6. Paradise Township:

7. Other:

CONSENT CALENDAR:

All matters listed under the consent calendar are considered to be routine by the Village Council and will be acted upon by voice vote -- no discussion. Council members and/or the public may remove any item and have it placed elsewhere on the agenda for discussion.

1. Consideration of approving the minutes of the January 23 Special Meeting (Approval Recommended).
2. Consideration of approving the minutes of the February 27 Regular Meeting (Approval Recommended).
3. To authorize the Village Manager to execute the necessary documents with Mersino in an amount not to exceed \$2,120.00 for the purchase of three (3) black suction hoses for the operation of our backup above ground lift station pump with funds available in the sewer repair and improvement fund (Approval Recommended).
4. To authorize the Village Manager to execute the necessary documents for the first payment of the purchase of BS&A software in the amount of \$19,150.00 as approved in the 2024-25 FY budget with funds available in the various funds as indicated in the 24-25 FY budget (Approval Recommended).
5. To authorize the Village Manager to execute the necessary documents with Parker Harvey PLC to update the Employee Handbook in an amount not to exceed \$2,500.00 as approved in the 2024-25 FY budget with funds available in the general fund (Approval Recommended).

OLD BUSINESS:

1. **Conduct a Public Hearing and Consider the Adoption of Fiscal Year 2023/2024 Budget Amendment, Resolution #09-2024**
2. **Conduct a Public Hearing and Consider the Adoption of Fiscal Year 2024-2025 Budget, Resolution #10-2024**

NEW BUSINESS:

1. **Presentation from the Escalante Group regarding the proposed expansion of the Kingsley Club**
2. **Consideration of introducing an amendment to the Village of Kingsley Code of Ordinances which amends the animal ordinance. (Introduction and schedule for possible enactment on April 9, 2024)**
3. **Discussion and possible revisions to the 2024 board and commission pay schedule**
4. **Consideration of entering into a closed session after the final public comment portion of the agenda pursuant to Section 8(h) of the Open Meetings Act to consider material which is exempt from disclosure under Section 13(1)(g) of Michigan's Freedom of Information Act, namely a March 7, 2024 memo from the Village's special legal counsel, Mark Nettleton of Mika Meyers PLC**

REGULAR REPORTS:

1. **Financial Fund Balance Report:**
Motion by _____, seconded by _____, to accept the Financial Fund Balance Report as presented.
2. **Bills:**
Motion by _____, seconded by _____, to accept the bills and additions as presented.
3. **Planning Commission:**
4. **DDA:**
5. **Parks & Recreation:**
6. **Zoning Administrator:**
7. **Clerk:**
8. **DPW:**
9. **Treasurer:**
10. **WWTP:**
11. **Manager:**

PUBLIC COMMENT:

Any person wishing to address the Board shall state his or her name and address.

Public input is open to statements or concerns for all matters. Statements and concerns will be taken into consideration by the Board at a later date. No person shall be allowed to speak more than once on the same matter, excluding time needed to answer Commissioners' questions. The Chairperson shall control the amount of time each person shall be allowed to speak, which shall not exceed three (3) minutes. Chairperson may, at his or her discretion, extend the amount of time any person is allowed to speak.

1. Reserved.
2. General.
3. Mayor and Trustees.

ADJOURNMENT

Motion by _____, seconded by _____, to adjourn the meeting at _____ pm.

The Village will provide reasonable auxiliary aid and services for individuals with disabilities. Call 231-263-7778 at least three (3) days prior to a meeting.

MINUTES
Village of Kingsley
Village Council Special Meeting
January 23, 2024
6:00 p.m.

Village Hall, 207 South Brownson Ave, Kingsley, MI 49649- (231) 263-7778

Meeting called to order at 6:00 pm by President Lajko.

**Roll Call: Lajko X, Weber X, McPherson X, Weger X, G. Bogart AB, Wallace X, Bott X.
Also Attending: Clerk Forro X, Manager Aldrich X.**

Pledge of Allegiance

Motion by McPherson, seconded by Weger to accept the agenda as presented. All in favor – Yes: All. Opposed: None. Absent: Bogart. Motion CARRIED.

1. Any person wishing to address the Board shall state his or her name and address
2. Public comment will only pertain to agenda items listed. Any comments will be taken into consideration by the Board for a later date. No person shall be allowed to speak more than once on the same matter. The Chairperson shall control the amount of time each person shall be allowed to speak, which shall not exceed three (3) minutes. Chairperson may, at his or her discretion, extend the amount of time any person is allowed to speak.

Carrie Armstrong – 405 Whipple St

NEW BUSINESS:

1. Consideration of a public hearing regarding possible 2023-2024 Fiscal Year budget amendments be scheduled for February 27, 2024 at 6:00 p.m.

Motion by McPherson, seconded by Weber to have a public hearing regarding the budget amendments for the 23/24 fiscal year. All in favor – Yes: All. Opposed: None. Absent: Bogart. Motion CARRIED.

2. Consideration of scheduling a public hearing for the proposed 2024-2025 Fiscal Year budget on February 27, 2024 at 6:00 p.m.

Clerk Forro arrived at 6:05 pm.

Motion by Weger, seconded by Wallace to schedule a public hearing for the proposed 2024-2025 budget on February 27th at 6:00 pm. All in favor – Yes: All. Opposed: None. Absent: Bogart. Motion CARRIED.

3. Discussion and potential adoption of 2024-2025 Village Council goals and objectives.

2024-2025 goals and objectives discussed. Village Manager will update goals and present for adoption at the February 13, 2024 Special Meeting. No motion made.

PUBLIC INPUT:

1. Any person wishing to address the Board shall state his or her name and address
2. Public input is open to statements or concerns for all matters. Statements and concerns will be taken into consideration by the Board for a later date. No person shall be allowed to speak more than once on the same matter, excluding time needed to answer Commissioners' questions. The Chairperson shall control the amount of time each person shall be allowed to speak, which shall not exceed three (3) minutes. Chairperson may, at his or her discretion, extend the amount of time any person is allowed to speak.

Village Manager Updates.

Motion by Weger, seconded by Weber, to adjourn at 7:12 p.m.

The Village will provide reasonable auxiliary aid and services for individuals with disabilities. Call 231-263-7778 at least three (3) days before a meeting.

MINUTES
Village of Kingsley
Village Council Meeting
February 27, 2024
6:00 P.M.

Village Hall, 207 South Brownson Ave, Kingsley, MI 49649- (231) 263-7778

Meeting called to order at 6:00 p.m. by President Lajko.

PLEDGE OF ALLEGIANCE

ROLL CALL:

President Lajko X Trustee McPherson X President Pro Tem Weger X, Trustee G. Bogart AB Trustee Wallace X
Trustee Bott AB Trustee Weber AB
Also Attending: Clerk Forro X, Manager Aldrich X.

Motion by McPherson, seconded by Weger, to accept the amended agenda with changes stated; (1) Remove Brightspeed Presentation, (2) Budget adoption resolution amended to include the DDA proposed budget, (3) Exhibit A amended to include the 24/25 proposal from the DDA. All in Favor: Yes: All. No: None. Absent: Bogart, Bott, Weber. Motion CARRIED.

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2. Public comment will only pertain to agenda items listed. Any comments will be taken into consideration by the Board at a later date. No person shall be allowed to speak more than once on the same matter. The Chairperson shall control the amount of time each person shall be allowed to speak, which shall not exceed three (3) minutes. Chairperson may, at his or her discretion, extend the amount of time any person is allowed to speak.

PUBLIC COMMENT:

No public comment

ANNOUNCEMENTS:

1. Announcements from the Village Manager:

None

2. Announcements from the Village Clerk:

None

3. CPO Dustin Stickler:

Not Present

4. County Commissioner Scott Sieffert:

Not Present

5. GT County Road Commission:

Not Present

6. Paradise Township:

Not Present

7. Other:

N/A

CONSENT CALENDAR:

All matters listed under the consent calendar are considered to be routine by the Village Council and will be acted upon by voice vote -- no discussion. Council members and/or the public may remove any item and have it placed elsewhere on the agenda for discussion.

1. Consideration of approving the amended minutes of the December 11 Regular Meeting (Approval Recommended)
2. Consideration of approving the minutes of the January 8, Regular Meeting (Approval Recommended)
3. Consideration of approving the minutes of the February 13 Special Meeting (Approval Recommended)

Motion by Weger, seconded by Wallace, to accept the consent calendar as presented. All in Favor: Yes: All. No: None. Absent: Bogart, Bott, Weber. Motion CARRIED.

OLD BUSINESS:

None

NEW BUSINESS:

1. Conduct a Public Hearing and Consider the Adoption of Fiscal Year 2023/2024 Budget Amendment, Resolution #09-2024

Motion by Weger, seconded by McPherson, to close the regular meeting and open the public hearing. All in Favor: Yes: All. No: None. Absent: Bogart, Bott, Weber. Motion CARRIED.

No public Comment

Motion by Wallace, seconded by McPherson, to adjourn the public hearing and open the regular meeting. All in Favor: Yes: All. No: None. Absent: Bogart, Bott, Weber. Motion CARRIED.

Motion by Weger, seconded by McPherson, to Approve Resolution #09-2024, Final Year End Budget Amendments, for the year ending February 29, 2024 as presented. Roll Call Vote: Yes: Lajko, McPherson, Wallace, Weger. No: None. Absent: Bogart, Bott, Weber. Motion CARRIED.

2. Conduct a Public Hearing and Consider the Adoption of Fiscal Year 2024-2025 Budget, Resolution #10-2024

Motion by McPherson, seconded by Wallace, to close the regular meeting and open the public hearing. All in Favor: Yes: All. No: None. Absent: Bogart, Bott, Weber. Motion CARRIED.

No public Comment

Motion by McPherson, seconded by Weger, to adjourn the public hearing and open the regular meeting. All in Favor: Yes: All. No: None. Absent: Bogart, Bott, Weber. Motion CARRIED.

Council Discussed

Motion by Weger, Seconded by McPherson, to adopted resolution 10-2024, the 2024-25 budget, including Exhibit A. Roll Call Vote: Yes: Lajko, McPherson, Wallace, Weger. No: None. Absent: Bogart, Bott, Weber. Motion CARRIED.

- ~~3. Presentation from Brightspeed regarding future utility upgrade.~~

REGULAR REPORTS:

1. Financial Fund Balance Report:

Motion by McPherson, seconded by Wallace, to accept the Financial Fund Balance Report as presented. All in Favor: Yes: All. No: None. Absent: Bogart, Bott, Weber. Motion CARRIED.

2. Bills:

Motion by Weger, seconded by Wallace, to accept the bills and additions as presented. Roll Call Vote: Yes: Lajko, McPherson, Wallace, Weger. No: None. Absent: Bogart, Bott, Weber. Motion CARRIED.

3. Planning Commission:

Working on Chicken Ordinance. Networks Northwest Presentation on kicking off the Master Plan.

4. DDA:

Met in February. Request from Dance Studio.

5. Parks & Recreation:

Bid will go back out next week.

6. Zoning Administrator:

A few new builds, address blight issues and noise ordinance violations, water tower graffiti for second time.

7. Clerk:

Oral Report Given

8. DPW:

Oral Report Given by Manager Aldrich

9. Treasurer:

Oral Report Given by Manager Aldrich

10. WWTP:

Not Present

11. Manager:

Oral Report Given by Manager Aldrich

PUBLIC COMMENT:

Any person wishing to address the Board shall state his or her name and address.

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1. Reserved.

None

2. General.

None

3. Mayor and Trustees.

None

ADJOURNMENT

Motion by Weger, seconded by Wallace, to adjourn the meeting at 6:46 pm. All in Favor: Yes: All. No: None. Absent: Bogart, Bott, Weber. Motion CARRIED

The Village will provide reasonable auxiliary aid and services for individuals with disabilities. Call 231-263-7778 at least three (3) days prior to a meeting.



CONDITIONS OF SALE

Mersino Dewatering, Inc. and its branches DBA Global Pump (the "Seller") and the purchasing party on the preceding page (the "Buyer") agree that these Conditions of Sale govern the parties' transactions and these Conditions of Sale are incorporated by reference into the Sales Agreement and any Quotes as if fully stated therein. Acceptance of any goods or equipment by Buyer shall constitute acceptance of these terms.

CONTROLLING PROVISIONS: The following conditions of sale shall constitute the sole conditions with respect to any purchase order or sale of Seller's products. No waiver, alteration or modification of these terms and conditions whether on Buyer's purchase order or otherwise shall be valid unless the waiver, alteration or modification is specifically accepted in writing by Seller. The laws of Michigan shall govern the validity, interpretation and enforcement of any contract of which these provisions are part, without giving effect to any rules governing the conflict of laws. Seller will comply with all laws applicable to Seller. Compliance with OSHA or similar federal, state, or local laws during any operation or use of the product(s) is the sole responsibility of the Buyer. Assignment may be made only with written consent of both parties.

ACCEPTANCE: The Buyer accepts these Conditions without change or addition by placing an order for the products or by accepting the products in whole or in part.

CANCELLATION: Orders are not subject to cancellation or termination except by written agreement of Seller following the Buyer's acceptance of cancellation charges which, in Seller's sole discretion, compensate against loss.

SHIPMENT: Anticipated shipment dates provided by Seller are based upon the best information available at the time and are estimates provided in good faith. Seller makes every effort to ship products within the time frame estimated but cannot assume responsibility for delays beyond its reasonable control when exercising due diligence. In particular, delay due to acts of God, acts of the Buyer (or his agent or representative), acts of any civil, military or legal authority, priorities, fire, strike or other circumstance or event in the nature of force majeure, or delay due to transportation are considered beyond the control of Seller. No liability will be assumed and the Buyer will not expect Seller to assume liability for a penalty or damages (liquidated or otherwise) contained in any contract which the Buyer may have with any third party. Timely performance is contingent upon the Buyer supplying to Seller, when needed, all required technical information, drawing approval, and commercial documentation. Any products for which shipment is delayed by the Buyer, or by causes that affect the Buyer's ability to receive the products, may be placed in storage by Seller for the Buyer's account and risk.

PRICE: Quoted prices are valid for acceptance, by firm order, for a period of 30 days from the date of quotation. Order prices remain firm through the date of shipment providing that shipment is not delayed by the Buyer. However, if the Buyer delays shipment, prices will be those in effect at time of shipment plus storage and handling. Prices do not include sales, use, other taxes or duties unless specifically stated in writing by Seller. When sales, use, other taxes or duties are itemized separately they are subject to adjustment for decrease or increase. Unless otherwise specified, prices are FOB Seller in Davison, Michigan and are expressed in US dollars.

TRANSPORTATION: Unless otherwise stated in writing by Seller, products are FOB Seller in Davison, Michigan and transportation (freight) charges are not included in the price. Transportation is the responsibility of the Buyer. Where the Buyer specifies a method of transportation or carrier, Seller will attempt to comply. However, the right is reserved to substitute, without notice, an alternative method of transportation or carrier where that specified is not available, not practical, or not in the interest of the Buyer or Seller. When FOB destination or freight allowed to destination has been stated in writing by Seller, "destination" means common carrier delivery point within continental North America, excluding Alaska, nearest the destination.

PACKING: Products shall be packed or crated by Seller in accordance with Seller's standard commercial practice unless otherwise agreed in writing.

EXPORT: Products will be export packed or crated by Seller in accordance with Seller's standard commercial practice for below deck stowage unless otherwise agreed. Ocean shipment is the responsibility of the Buyer. However, if Seller agrees to make or arrange for ocean shipment, Seller shall act as agent for the Buyer and reserve the right to procure full insurance coverage, including war risk insurance, at the expense of the Buyer. All expenses incurred in this connection will be payable upon demand to Seller. If Seller as agent applies for or secures manufacturing, financing, exporting or other licenses required by any federal or state government, or any department thereof, Seller shall make such applications or secure such licenses solely as agent for the Buyer, and assumes no responsibility.

PAYMENT: Except by written agreement of Seller, Buyer will make payment in the currency stated on the invoice to Seller net 15 days from shipment by Seller. A payment term of "Net 15 days" is a privilege extended to the Buyer at the sole discretion of Seller. Seller reserves the right not to extend terms to the Buyer and is obligated only to so notify the Buyer prior to shipment. Delinquent accounts will bear a service charge of 1.5% per month, or part thereof, on the unpaid balance and will, in addition, bear any and all costs incurred by Seller in collecting amounts past due. If Buyer delays the shipment, the date of readiness for shipment shall be deemed to be the date of shipment for payment purposes.

WARRANTY: On the date of shipment to the Buyer, Seller warrants title to the products and, except as noted with respect to items not of Seller's manufacture, that the products are of the kind and quality described, free of defects in workmanship and material that will impair the products function. This warranty is expressly in lieu of all other warranties, including but not limited to implied warranties of merchantability or fitness for a specific purpose which are disclaimed, and constitutes the only warranty of Seller with respect to the products. Any products found by Seller to show such defect within one (1) year of the date of shipment will be replaced or, at Seller's option, repaired free of charge, FOB Seller in Davison, Michigan upon receipt of the defective products at Seller in Davison, transportation (freight) charges prepaid. Products are not to be returned without Seller's prior written authorization and shipping and tagging instructions. The expense of removal and reinstallation of the products, in whole or in part, is expressly the responsibility of the Buyer not Seller. Engines, motors, mechanical seals, flexible couplings and other components not of Seller's manufacture and whether supplied fitted in or on the products or supplied loose are warranted only to the extent that they are expressly warranted by their manufacturer. The Buyer will rely solely upon that manufacturer's warranty, which will be assigned, insofar as possible, to the Buyer. No liability will be assumed and the Buyer will not expect Seller to assume liability for damage, delay, or work done by the Buyer or others resulting directly or indirectly from a defect. This states Buyer's exclusive remedy against Seller and its suppliers relating to the products, whether in contract or in tort or under any other legal theory, and whether arising out of warranties, representations, instructions, installations or defects from any cause. Seller and its suppliers shall have no obligation as to any products which have been improperly stored or handled, or which have not been operated or maintained according to instructions in Seller or supplier furnished manuals.

LIMITATION OF LIABILITY: Neither Seller nor its suppliers shall be liable, whether in contract or in tort or under any other legal theory, for loss of use, revenue or profit; or for cost of capital, substitute use or performance, or for incidental, indirect, special or consequential damages, or for any other loss or cost of similar type, or for claims by Buyer for damages of Buyer's customers. Likewise, Seller shall not, under any circumstances, be liable for fault, negligence or wrongful acts of Buyer or Buyer's employees or Buyer's other contractors or suppliers. In no event shall Seller be liable in excess of the sale price of the products.



616.340.2844
www.mersino.com

TITLE AND INSURANCE: Title to the products and risk of loss or damage shall pass to Buyer at the FOB point, except that a security interest in the products and proceeds and any replacement shall remain in Seller, regardless of mode of attachment to realty or other property, until the full price has been paid in cash. Buyer agrees to do all acts necessary to perfect and maintain said security interest, and to protect Seller's interest by adequately insuring the products against loss or damage from any external cause with Seller named as insured or coinsured.

HYDRAULIC PERFORMANCE: The determination of performance has been based on factory tests under controlled conditions with calibrated and tested equipment in accordance with the Standards of the Hydraulic Institute. Certified tests on pumps ordered will be conducted only if specifically requested prior to order, quoted and subsequently ordered.

INSPECTION AND EXPEDITING: Seller will extend reasonable cooperation to the Buyer's inspection and/or expediting personnel but restricts access to its facilities except as otherwise stated in writing by Seller and in any case to agreed upon reasonable times with a minimum of 72 hours notice prior to each visit. Buyer shall not inspect or expedite Seller's suppliers without prior written approval from Seller.

DRAWINGS, DATA, DOCUMENTATION, TECHNICAL INFORMATION: Drawings, data, documentation and technical information provided may indicate general detail only and may not be specific unless certified by Seller. The copyright in all drawings, data, and other documentation provided by Seller remains vested in Seller and may not be copied or used in any connection without the prior written approval of Seller. Drawings, data, documentation and technical information regarding pump design and/or application, whether or not written, is regarded as the proprietary and confidential intellectual property of Seller. The Buyer expressly agrees to maintain confidentiality and to be accountable for the use of any such information. All concepts or processes supplied by Seller or otherwise resulting or developed from the supply by Seller remain the exclusive properties of Seller.

DESIGN: The products will be in accordance with Seller's current practice. The right is reserved to make changes, without notice, providing overall dimensions and type of construction are not changed as to conflict with the order specifications.

I understand and agree to the above terms and conditions as well as the acceptance of the equipment and pricing set forth on the preceding page. I also agree that the equipment I received reflects the proper quantities and is in good working order.

Date _____

Customer Signature _____

AAR-095-000-F.161104

Proposal for:
Village of Kingsley, Grand Traverse County MI

January 24, 2024

Quoted by: Keegan Nixon

Software and Services for BS&A Cloud



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices listed are estimates based on information currently available.

Upgrade - Cloud Modules

Property

Tax	\$1,970
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Financial Management

Utility Billing (based on approximately 637 water/sewer accounts)	\$2,105
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Subtotal	\$4,075
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New Purchase - Cloud Modules

Financial Management

General Ledger	\$1,410
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Accounts Payable	\$1,150
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Cash Receipting	\$1,245
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Personnel Management

Payroll	\$1,920
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Timesheets	\$870
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BS&A Online

Public Records Search + Online Bill Pay	\$0
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*With use of integrated Credit Card Processor
Pay-Per-Hit*

Subtotal	\$6,595
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Data Conversions/Database Setup

Convert existing Sage 50 data to BS&A format:

General Ledger (Chart of Accounts/Balances/Budget as of a Specified Date. Each additional year of 'history' balances to be setup will be an additional \$1000)	\$2,100
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Accounts Payable (Vendor Master File)	\$1,600
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Cash Receipting (Setup of Receipt Items/Tender Types)	\$1,500
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Payroll (Manual Entry or Import of Employee Master File/Setup/YTD as of a Specified Date)	\$2,900
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Subtotal	\$8,100
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No conversion to be performed for:

Timesheets

Upgrade Implementation

Services include:

- *Management of your upgrade by our dedicated upgrade team for a smooth shift from .NET to cloud-based software, minimizing disruption*
- *Project schedule aligned with your processes and needs, ensuring a seamless transition timeline*
- *Expedited upgrade to cloud capturing existing process to minimize demands required of client teams*
- *Onboarding planned around critical process dates, ensuring your team is well-prepared for effective cloud software utilization*
- *Central contact for streamlined communication between project leaders, developers, IT staff, and conversion resources*
- *Testing and implementation of existing municipal customizations prior to go-live, preserving functionality and ensuring critical components are converted*
- *Preliminary data conversion with attachments, mirroring final conversion for a smooth transition*
- *Thorough data verification for all modules, ensuring accuracy and reliability of converted data, including automated balancing*
- *Key module validation managed by dedicated upgrade team (vs. customer in previous methodology), including testing of parallel processes*
- *Migration of key custom user-based designed reports handled out-the-box, enabling seamless access to critical insights.*
- *As needed, transition from .NET Online Payments to cloud architecture configuration for uninterrupted payment processing.*
- *Automated scaffolding of users and security roles based on your previous configurations*
- *Conversion of approval workflows based on role-based security, maintaining established processes*
- *As needed, configuration of existing hardware (barcode scanners, etc.) for seamless integration with cloud environment*
- *Documentation of our standard processes, facilitating easy access to essential information*
- *Upgrade training*
- *Prioritized response post go-live for 2 weeks from the upgrade team*
- *3 post go-live survey touch points to check-in on post-go live experience*
- *Remote go-live assistance and remote office hours for a successful transition to the cloud-based software*
- *Travel not expected, but any necessary travel would be billed at a per trip and/or per day cost*

\$10,600

New Module Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$5,750

New Module Implementation and Training

- \$1,000/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	2		\$2,000
Financial Management Modules	Days:	6		\$6,000
Personnel Management Modules	Days:	7		\$7,000
	Total:	15	Subtotal	\$15,000

Cost Totals

Upgrade Modules	\$4,075
New Modules	\$6,595
Data Conversion/Database Setup	\$8,100
Upgrade Implementation	\$10,600
New Module Project Management and Implementation Planning	\$5,750
New Modules Implementation and Training	\$15,000
Total Proposed	\$50,120

Travel Expenses \$5,430

Travel not expected for Upgrades. Any necessary travel to be billed at a per trip and/or per day cost.

Payment Schedule

- 1st Payment: **\$19,150** to be invoiced upon execution of this agreement.
- 2nd Payment: **\$4,075** to be invoiced upon activation of customer's site for upgrade modules.
- 3rd Payment: **\$5,300** to be invoiced upon completion of upgrade implementation.
- 4th Payment: **\$6,595** to be invoiced upon activation of new modules.
- 5th Payment: **\$20,430** to be invoiced upon completion of new module training.

Cloud Annual Service Fees

Unlimited support is included in your Annual Service Fee. Service Fees are billed annually. After two (2) years, BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index for All Urban Consumers U.S. city average (CPI-U)."

Financial Management	
General Ledger	\$1,410
Accounts Payable	\$1,150
Cash Receipting	\$1,245
Utility Billing	\$2,105
Personnel Management	
Payroll	\$1,920
Timesheets	\$870
Property	
Tax	\$1,970
BS&A Online	
Public Records Search - PPH	\$0
Total Annual Service Fees	\$10,670



Additional Information

Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- custom payment import/lock box import
- custom OCR scan-line
- custom journal export to an outside accounting system
- custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

Cash Receipting Hardware

	Quantity	Cost
Epson THM-6000V Series Receipt Printer*	\$925 x _____ =	\$_____
APG Series 100Cash Drawer**	\$275 x _____ =	\$_____
Honeywell Hyperion 1300g Linear-Imaging Scanner	\$275 x _____ =	\$_____
Credit Card Reader (if using Invoice Cloud)	\$75 x _____ =	\$_____

This will add \$_____ to the Total Proposed.

**IMPORTANT. The receipt printer must be plugged into the USB port on one workstation (not your server). This printer is not to be shared with other workstations. If more than one workstation will be used for receipting, please consider purchasing more than one receipt printer.*

Please provide the number of cash drawers that will be hooked up to the printer_____

Note: The availability, model numbers, and pricing for all third party hardware listed above is subject to availability from the manufacturers. In the event that the listed hardware is no longer available at the time of purchase, a comparable replacement will be available, at the then current cost. Returns require pre-approval, and all purchased equipment must be shipped back to BS&A in its original packaging. Returns are subject to a re-stocking fee of \$50.00.

BS&A Online

Connection Requirements

BS&A Cloud modules require a high-speed internet connection (cable modem or DSL).

Payment Processing Requirements

Acceptance of online payments requires a contract with one of BS&A's approved Online Credit Card Processing companies. Please visit <https://www.bsasoftware.com/solutions/bsaonline/public-records-search/> for information.

RE: Follow Up

Anders J. Gillis <agillis@parkerharvey.com>

Fri 1/19/2024 1:32 PM

To: Kaitlyn Aldrich <kvmanager@villageofkingsley.com>

Yes, that is a little older than imagined. I would estimate \$2,000 based on the age and length. I'm still willing to keep that \$2,500 cap for your comfort level.

Anders Gillis

Attorney

DIRECT 231.486.4507 **EMAIL** agillis@parkerharvey.com

PARKER HARVEY PLC

901 S. Garfield Ave, Suite 200, Traverse City, MI 49686

MAIN 231.929.4878 **FAX** 231.929.4182 www.parkerharvey.com



***** Parker Harvey PLC ***** Please note that this email message and any attachments may contain privileged or confidential information that is protected against use or disclosure under federal and state law. If you have received this in error, please advise by immediate reply. Any transmission to persons other than the intended recipient shall not constitute a waiver of any applicable privileges. Any unauthorized use, disclosure, copying or dissemination is strictly prohibited.

From: Kaitlyn Aldrich <kvmanager@villageofkingsley.com>

Sent: Friday, January 19, 2024 1:30 PM

To: Anders J. Gillis <agillis@parkerharvey.com>

Subject: Re: Follow Up

Thank you!

Attached is the word doc for reference in case you change your mind on your estimate!

It's pretty old and I can't tell you the last time an attorney reviewed it, if ever.

Kaitlyn M. Aldrich, Village Manager

Village of Kingsley

kvmanager@villageofkingsley.com

231-263-7778

From: Anders J. Gillis <agillis@parkerharvey.com>

Sent: Friday, January 19, 2024 1:23 PM

To: Kaitlyn Aldrich <kvmanager@villageofkingsley.com>

Subject: RE: Follow Up

Kaitlyn,

February, 2024, the original of which resolution is a part of the proceedings of said meeting and is on file in my office. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, being Act 267 of the Public Acts of Michigan of 1976, as amended, including in the case of a special or rescheduled meeting notice by publication or posting at least eighteen hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 27 day of February, 2024.

Christina Forro, Clerk
Village of Kingsley

**Village of Kingsley
2023-2024 End Budget Amendments**

GENERAL FUND

<u>Revenue</u>	<u>Amount Inc/(Dec)</u>	<u>Description</u>
Revenue Sharing	(40,000.00)	Lower than anticipated revenue
Wage Reimbursements	(40,000.00)	Less DPW staff and equipment usage than anticipated
Sewer Fund Transfer CPO	(10,000.00)	Sewer Fund operating expense issue
Michigan Infrastructure Grant	(750,000.00)	Revenue to be received in fiscal year 24-45
APRA - Grand Traverse County	(937,500.00)	Revenue to be received in fiscal year 24-45
Property Taxes	34,000.00	Higher than anticipated property taxes
Total Revenue	<u>(1,743,500.00)</u>	
<u>Expenditures</u>		
Village Council		
Contractual Services	3,500.00	Professional Services, Education, and Training
Village Manager		
Salaries and benefits and professional development	2,000.00	Wage increase and additional professional development
Attorney and Audit		
Fees	15,000.00	Higher than budgeted audit fee. Attorney fees for Whispering Pines Park
Village Clerk		
Professional Services and Professional Development	12,000.00	Unexpected costs due to hiring of new clerk and salary increase, Sage issues
Village Treasurer		
Salaries	12,000.00	Salary increase
Street Lights		
Repairs/Maintenance	(10,000.00)	No repairs/maintenance necessary
Planning & Zoning		
Master Plan	(15,000.00)	2024-25 fiscal year expense
Parks & Recreation		
Brownson Memorial Park	96,000.00	Engineering fees, art sculpture.
MIG Due to Water		
Lead Service Project	(750,000.00)	Revenue to be received next fiscal year. Therefore, transfer not necessary
ARPA Due to Water		
Lead Service Project	(937,500.00)	Revenue to be received next fiscal year. Therefore, transfer not necessary
Total Expenditures	<u>(1,572,000.00)</u>	
Net Change to Budgeted General Fund Balance	<u><u>(171,500.00)</u></u>	

MAJOR STREETS FUND

<u>Revenue</u>	<u>Amount Inc/(Dec)</u>	<u>Description</u>
State Highway Funds - ACT 51	54,000.00	Higher than anticipated revenue
Winter Maintenance - ACT 51	(9,000.00)	Lower than anticipated revenue
Total Revenue	<u>45,000.00</u>	

Expenditures

S. Brownson Avenue

Construction Services 307,000.00 Construction Phase Services (Wade Trim) & MDOT Local Share (Construction Cost)

Striping

Contractual Services 9,000.00 S. Brownson Avenue temporary striping and 113/Brownson intersection

Winter Maintenance

Materials (9,000.00) Cost Savings

Equipment (10,000.00) Cost Savings

Total Expenditures 297,000.00

Net Change to Budgeted Major Streets Fund Balance (252,000.00)

LOCAL STREETS FUND

Revenue

State Highway Funds - ACT 51 (2,000.00) Lower than anticipated revenue

Winter Maintenance - ACT 51 (3,000.00) Lower than anticipated revenue

Total Revenue (5,000.00)

Expenditures

Wages

6,000.00 Higher than anticipated

Equipment

Contractual Services 7,500.00 Higher than anticipated equipment usage

Winter Maintenance

Materials (5,000.00) Cost Savings

Total Expenditures 8,500.00

Net Change to Budgeted Local Streets Fund Balance (13,500.00)

EQUIPMENT FUND

Revenue

Rentals and other (28,000.00) Lower than anticipated equipment usage

Total Revenue (28,000.00)

Expenditures

Wages

(2,000.00) Less than anticipated

Supplies

Contractual Services (5,000.00) Less supplies and gas than anticipated

Maintenance

(5,000.00) Cost savings on maintenance/repair

Equipment Purchase

Pickup Truck 40,000.00

Total Expenditures 28,000.00

Net Change to Budgeted Equipment Fund Balance (56,000.00)

WATER FUNDRevenue

Tap In Fee

Amount Inc/(Dec) Description

5,000.00 Higher than anticipated hookups

Monthly Water Bills

15,000.00 Higher than anticipated revenues

Michigan Infrastructure Grant

Lead and Copper

(750,000.00) Cost savings on maintenance/repair

GTC ARPA

Lead and Copper

(937,500.00)

Total Revenue

(1,667,500.00)Expenditures

Services

Wade Trim

55,000.00 Lead Service Replacement & 4-inch watermain

Lead Service Project

Construction

(942,500.00) Less supplies and gas than anticipated

Total Expenditures

(887,500.00)

Net Change to Budgeted Water Fund Balance

(780,000.00)**SEWER FUND**Revenue

Capital Improvement

ARPA Transfer

Amount Inc/(Dec) Description

(85,000.00) Error - miscalculated number of ARPA payments received

Total Revenue

(85,000.00)Expenditures

Professional Services

Operation Services

18,000.00 Operations Services and other repairs throughout the year

Capital Projects

Lift Station Repairs

110,000.00 Lift Station Repairs

Sludge Drying Beds

210,000.00 Anticipated project, left out of budget projection

Transfers

CPO

(10,000.00) Unable to make transfer due to operating in deficit

Capital Improvement

(24,000.00) Unable to make transfer due to operating in deficit

RRI

(21,000.00) Unable to make transfer due to operating in deficit

Total Expenditures

283,000.00

Net Change to Budgeted Sewer Fund Balance

(368,000.00)

Village of Kingsley
Grand Traverse County
Michigan 49649
Resolution 10-2024

2024-2025 Budget Adoption Including Exhibit A

WHEREAS, a proposed 2024-2025 Village Budget was presented to the Village Council on February 13, 2024 and,

WHEREAS, a public hearing was held at the Village Council meeting on February 27, 2024 and,

WHEREAS, the 2024-2025 Village Budget includes: General Fund, Water Fund, Sewer Fund, Equipment Fund, Major Street Fund, and Local Street Fund; and the Downtown Development Authority budget.

NOW, THEREFORE, BE IT RESOLVED, The Village of Kingsley Council by affirmative vote of its members, does hereby approve and adopt the 2024-2025 fiscal year budget.

Adopted the 27 day of February, 2024, by the Village Council of the Village of Kingsley by the following vote:

Motion made by _____, seconded by _____

AYES:

NAYS:

ABSENT:

Christina Forro, Village Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF GRAND TRAVERSE)

I, the undersigned, the duly qualified and acting Clerk of the Village of Kingsley, Michigan, do hereby certify that the foregoing is a true and complete and compared copy of a resolution adopted by the Village Council at a regular meeting of said Board held on the 27 day of

February, 2024, the original of which resolution is a part of the proceedings of said meeting and is on file in my office. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, being Act 267 of the Public Acts of Michigan of 1976, as amended, including in the case of a special or rescheduled meeting notice by publication or posting at least eighteen hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 27 day of February, 2024.

Christina Forro, Clerk
Village of Kingsley

VILLAGE OF KINGSLEY 2024-2025 FY BUDGET

EXHIBIT A

GENERAL FUND

<u>Revenue</u>		Budget
Taxes	\$	430,184.00
Licenses & Permits	\$	1,700.00
State Grants	\$	1,199,925.00
Contributions from Local Units		
Charges for Services	\$	7,000.00
Interest and Rents	\$	20,800.00
Gain (loss) on Investments		
Other Revenue	\$	6,000.00
Transfers In	\$	409,000.00
Total Revenues	\$	2,074,609.00

<u>Expenditures by Fund</u>		Appropriation
Village Council	\$	23,500.00
Village Manager	\$	89,000.00
Attorney and Audit	\$	22,000.00
Village Clerk	\$	35,500.00
Website	\$	1,850.00
Village Treasurer	\$	64,100.00
CPO	\$	32,000.00
Buildings & Grounds	\$	98,500.00
Department of Public Works	\$	215,500.00
Hydrant Rental	\$	60,000.00
Street Lights	\$	25,000.00
Planning & Zoning	\$	62,700.00
Parks & Recreation	\$	1,269,000.00
Transfers Out	\$	54,500.00
Payroll Expense	\$	86,000.00
Insurance	\$	4,400.00
Bank Fees	\$	8,500.00
Payments	\$	67,404.00
Miscellaneous General Government	\$	5,000.00
Total Expenditures	\$	2,224,454.00
Net Change to General Fund Balance	\$	(149,845.00)
General Fund Ending Fund Balance	\$	286,806.00

MAJOR STREETS FUND

<u>Revenue</u>		Budget
Total Revenue		217,500.00
Total Revenue		217,500.00

<u>Expenditures</u>	Appropriation
Total Expenditures	173,717.00
Total Expenditures	173,717.00
 	<hr/>
Net Change to Major Streets Fund Balance	43,783.00
Major Streets FY Ending Fund Balance	346,419.00

LOCAL STREETS FUND

<u>Revenue</u>	Budget
Total Revenue	99,200.00
Total Revenue	99,200.00

<u>Expenditures</u>	Appropriation
Total Expenditures	96,545.00
Total Expenditures	96,545.00
 	<hr/>
Net Change to Local Streets Fund Balance	2,655.00
Local Streets FY Ending Fund Balance	160,668.00

EQUIPMENT FUND

<u>Revenue</u>	Budget
Total Revenues	90,400.00
Total Revenue	90,400.00

<u>Expenditures</u>	Appropriation
Total Expenditures	89,000.00
Total Expenditures	89,000.00
 	<hr/>
Net Change to Equipment Fund Balance	1,400.00
Equipment FY Ending Fund Balance	63,800.00

WATER FUND

<u>Revenue</u>	Budget
Total Revenues	2,055,500.00
Total Revenue	2,055,500.00

<u>Expenditures</u>	Appropriation
Total Expenditures	2,121,400.00
Total Expenditures	2,121,400.00
 	<hr/>
Net Change to Water Fund Balance	(65,900.00)
Water Fund FY Ending Fund Balance	661,140.00

SEWER FUND

Revenue

Total Revenues

Budget

401,000.00

Total Revenue

401,000.00

Expenditures

Total Expenditures

Appropriation

427,100.00

Total Expenditures

427,100.00

Net Change to Sewer Fund Balance

(26,100.00)

Sewer Fund FY Ending Fund Balance

191,112.00



KINGSLEY CLUB

The Kingsley Club is a nationally renowned private golf course that quietly resides just to the northeast of the Village of Kingsley in Paradise Township Grand Traverse County, Michigan. The course is laid out on links-like sandy ground. It opened for play in 2001 and is lauded as a modern classic. The course was fashioned by minimalist architect Mike DeVries, whose design philosophy draws from studious observation of the great courses of the world. Placed amongst the great pine forests of Northern Michigan on land of diverse topography carved by ancient glaciers, the Kingsley Club is a Club set apart both geographically and in spirit -- a true retreat for those who seek the best in golf.



BACKGROUND

Ed Walker and Art Preston, old friends and business associates, had been doing oil and gas projects together for over twenty-five years before they envisioned what is now the Kingsley Club. It all began with a mutual desire to create a golf club in the states that emulated the great Old World traditional courses they had experienced. The realization of their initial vision then fell upon the shoulders of Ed Walker. Ed, after considerable effort found the land the club occupies, organized and supervised the construction of the course and facilities, established the membership guidelines, articulated the basic philosophy, and has served as managing member and chairman of the Kingsley Club, LLC since its inception in 1998.



NEW OWNERS! WELCOME TO ESCALANTE GOLF

Escalante Golf is a boutique owner and operator of numerous properties across the United States. Founded in 1991, the company is both honored and humbled to steward some of the most prestigious golf courses and private clubs in the country.

Escalante brings tremendous passion and enthusiasm for both the game and business of golf, including the hospitality and real estate operations that often complement it. The entire team shares a common devotion to creating a strategic vision, developing a quality product, and executing a sound business plan. This commitment to excellence has helped forge strong relationships with the most respected organizations in the game.

Over the last 30 years, Escalante Golf has selectively added key properties and has been blessed with distinctive assets. Escalante's proven track record with complex transactions has given industry experts confidence in its ability to execute and perform. The company has an intrinsic desire to serve its members and guests and has a deep respect for the numerous partners needed to be successful.

THE PROPERTY

The Kingsley Club covers 400 acres of varied terrain, more than enough to build a golf course, of varying terrain, contour, and vegetation. The soils of the property are glacial deposits which drain freely, are resistant to erosion, and support a diverse plant community. The majority of the land is upland with dramatic elevation changes in many places and contours that range from smooth-flowing valleys and hills to erratic ridges and bowls which rise and fall sharply. There is a wetland in the center of the property that has been left undisturbed and away from the golf course and facilities.

Much of the property was clear-cut in the 1980's and was left with little mature vegetation. Much of that area has been incorporated into the golf course, particularly on the front nine, where the course is virtually treeless in the center but bordered by mature northern hardwood forest. The openness of these holes, combined with the high elevation of the property in regard to the surrounding landscape, exposes the golfer to the elements and constantly challenges his resolve to not only beat his opponent but also nature.

The area of the back nine also had some clear-cut areas, but also has many fine maple, oak, beech, and pine trees which highlight the holes. The eighteenth re-emerges into the open landscape, completing the transition back to the grassland of the front nine.

The land is a haven for wildlife including fox, wild turkey, bobcats, sandhill cranes, ruffed grouse, and waterfowl. During season (April–November) the course displays a constantly evolving array of native flowering flora.



PROPOSED EXPANSION OF THE KINGSLEY CLUB

The Kingsley Club is considering an acquisition of a 520-acre parcel to the east and south of the existing club and adjacent to the Village of Kingsley. We are in the early stages of project considerations and would like to discuss with Paradise Township and the Village of Kingsley our thoughts on development items such as zoning, housing density, water and sewer etc. Furthermore, we would like to discuss the project's potential tax revenue generation and benefits to Paradise Township and the Village of Kingsley. Also, we recently engaged with community stakeholders to identify key public issues such as municipal services impact, traffic generation, work force housing, and natural resource conservation. We look forward to our discussion and the opportunity to invest in Paradise Township and the Village of Kingsley.

In preparation for the inevitable discussions to come, we have taken the liberty to provide a list of project pros and cons as well as a property tax analysis that must be contemplated to begin the discussions.

PROS

- The opportunity to master plan a large parcel of land adjacent to the Village while retaining Township values. The master planned community could potentially include an expansion of the golf facilities, a residential community, trails, parks, and substantial natural buffering in order to maintain the current character of the land. This sustainable and responsible development, however, will require the expansion of municipal infrastructure.
- Use of existing municipal sanitary services (no septic fields) contributes to the economic and physical sustainability of the infrastructure and is better for the environment within the Kingsley and Swainston Creek watersheds. The Village has provided that there is capacity.
- Use of existing municipal water services (no domestic wells) contributes to the economic sustainability of the infrastructure and is better for the environment within the Kingsley and Swainston Creek watersheds. The Village has provided that there is capacity.
- The development proposal would provide exponential additional tax base supporting Paradise Township, Paradise Township Emergency Services, Kingsley School District, and the Village of Kingsley. **See the attached Tax Analysis Exhibit**
- Private roads within the development will not add to municipal services work load.
- Wetlands located along the east side of the project area provide a natural buffer between the Village of Kingsley and future development within the Kingsley club.
- The project sites proximity to the Village of Kingsley, the Kingsley School parcel and State lands offers opportunities for trail development and connections.



KINGSLEY CLUB

proposed expansion discussion

- A majority of the proposed homes within the club would most likely be non-homestead, therefore contributing greater benefit to the local taxbase with lesser impact on the local infrastructure.
- Residential development at the Kingsley club, being primarily second homes, would have little to no impact on local schools, while adding substantial tax revenue.
- The development will create minimal peak hour traffic generation.
- A resort community, by nature, is self-policing, therefore not creating much additional effort for the local sheriff.
- The additional residential density will help to sustain local businesses, and services in the community.
- This proposal would aid in the development of workforce housing.

CONS

- The seasonal nature of the Kingsley Club will only contribute to the sustainability of local restaurants, and retail businesses in the summer months -similar to most communities in northern Michigan.



PROPERTY TAX ANALYSIS

Kingsley Club	Current Township Tax Revenue (4.5 mils)	Tax Revenue if Sold and Maintained As-Is
10-006-001-00 81.45 Acres		
\$ 94,500 Taxable Value	\$430.00	\$430.00
\$ 94,500 Current Assessed Value		
10-132-011-00 79.22 Acres		
\$ 118,100 Taxable Value	\$540.00	\$540.00
\$ 118,100 Current Assessed Value		
10-131-011-05 224.33 Acres		
\$ 335,600 Taxable Value	\$1,510.00	\$1,510.00
\$ 335,600 Current Assessed Value		
10-131-011-01 2.50 Acres		
\$ 141,600 Taxable Value	\$150.00	\$150.00
\$ 141,600 Current Assessed Value		
10-131-011-02 2.50 Acres		
\$ 346,000 Taxable Value	\$1,560.00	\$1,560.00
\$ 346,000 Current Assessed Value		
10-131-011-03 2.50 Acres		
\$ 3,893 Taxable Value	\$18.00	\$50.00
\$ 9,000 Current Assessed Value		
	<hr/> \$4,208.00	<hr/> \$4,240.00



PROPERTY TAX ANALYSIS continued

JKL Investments	Current Township Tax Revenue (4.5 mils)	Tax Revenue if Sold and Maintained As-Is
10-005-002-00 352.50 Acres \$141,797 Taxable Value \$457,500 Current Assessed Value	\$640.00	\$2,060.00
10-132-004-00 79.00 Acres \$36,337 Taxable Value \$110,600 Current Assessed Value	\$170.00	\$500.00
10-005-004-00 36.57 Acres \$ 10,271 Taxable Value \$ 54,900 Current Assessed Value	\$50.00	\$250.00
42-005-028-00 (???) 38.00 Acres \$ 22,163 Taxable Value \$ 57,000 Current Assessed Value	\$100.00	\$260.00
42-005-026-01 13.50 Acres \$ 24,078 Taxable Value \$ 34,200 Current Assessed Value	\$110.00	\$220.00
	\$1,070.00	\$3,290.00



PROPERTY TAX ANALYSIS CONCLUSION:

Kingsley Club and JKL Properties Total

Current Township Tax Revenue (4.5 mils)	Tax Revenue if Sold and Maintained As-Is
\$5,290	\$7,450

Tax Revenue at Full Build-Out assuming a \$200,000,000.00 Project Value

Paradise Township at 4.5 mils	Village of Kingsley at 9 mils	Kingsley Schools at 1.8 mils
\$450,000	\$900,000	\$1,800,000

If you have any questions, please feel free to contact me at doug@maaeps or (231) 218-5560.

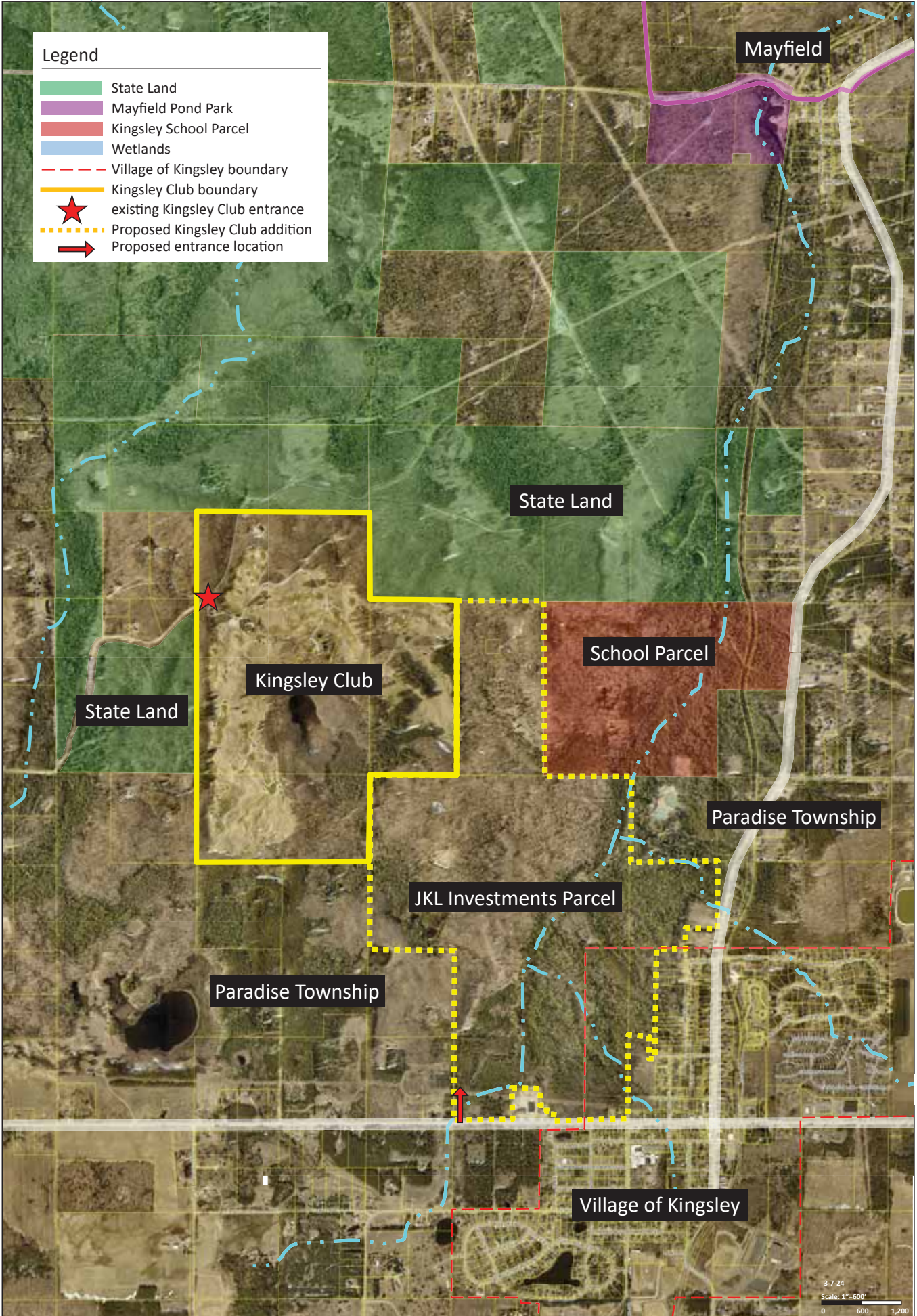
Most Respectfully,
Mansfield Land Use Consultants

Doug Mansfield

March 7, 2024

Legend

- State Land
- Mayfield Pond Park
- Kingsley School Parcel
- Wetlands
- Village of Kingsley boundary
- Kingsley Club boundary
- ★ existing Kingsley Club entrance
- Proposed Kingsley Club addition
- ➔ Proposed entrance location



3-7-24
 Scale: 1"=600'
 0 600 1,200



Kingsley Club -proposed expansion exhibit





207 S. Brownson Ave. P.O. Box 208 Kingsley, MI 49649

TO: Village Council
COPY:
FROM: Kaitlyn Aldrich, Village Manager
DATE: March 8, 2024
Subject: Ordinance Amendment – Chapter 93.02 Animals

I would like to bring to your attention an item that Village residents have communicated to staff as important to them regarding the interpretation and potential revision of our current animal ordinance, Chapter 93.02 of the Code of Ordinances, specifically concerning the ownership of chickens within our Village.

Over the years, one of the most frequently asked questions from our Village residents has pertained to whether chickens are permitted within our community. While historically, our interpretation of the existing ordinance has leaned towards disallowing chickens, it has become apparent that the language within the ordinance is open to ambiguity.

After conducting a thorough internal review and engaging in discussions with the Planning Commission, it has been recommended by staff that we revisit and clarify the language of the ordinance regarding the ownership of chickens. Consequently, staff was directed to draft a revised animal ordinance that would explicitly allow for the keeping of chickens within the Village limits.

In our efforts to ensure that the proposed revisions are comprehensive and well-informed, we sought assistance from Michigan State University, who provided valuable guidance on updating the entire animal ordinance simultaneously. Additionally, resources from the Michigan Municipal League were utilized in drafting the proposed revisions.

The overarching intent behind these revisions is multifaceted:

1. **Clarity and Elimination of Ambiguity:** The primary objective is to provide clear and unambiguous guidelines regarding the ownership of animals in the Village.

2. **Promotion of General Welfare:** The proposed revisions aim to promote the general welfare of our residents by accommodating their interests and ensuring that annoyances and disturbances are kept to a minimum.
3. **Health and Wellness of Animals:** We are committed to upholding standards that promote the health and wellness of animals within our community, ensuring responsible ownership practices.
4. **Resident Accommodation:** Recognizing the growing interest among residents in owning chickens for various purposes, including self-sufficiency and food security, the revisions aim to accommodate these preferences.

The animal ordinance is police power ordinance under the enforcement of Village Council. Although the Planning Commission and staff have contributed time and effort into the proposed revisions, it is up to council to review these amendments, recommend any additional changes, and consider possible enactment. I respectfully request that the Village Council consider this matter during their March 12th regular meeting. Your input and guidance in this process are invaluable.

If Council would like to proceed, an appropriate motion would be:

That an amendment to the Village of Kingsley Code of Ordinances, Chapter 93.02, Animals, as recommended by Village staff, be scheduled for possible enactment on April 9, 2024.

Attachments: Revised Chapter 93.02 Animals

§ 93.02 ANIMALS.

(A) No person shall be cruel to any animal ~~or bird~~.

(B) No person shall throw or deposit any poisonous substance on any outdoor and exposed public or private place where it may endanger any bird or domestic animal.

(C) No person shall keep livestock, except domesticated rabbits, swine within the limits of the Village of Kingsley.

(D) No person shall keep, maintain, care for, or assist in keeping, maintaining, or caring for any ~~foxes, mink, or other~~ furbearing animals for profit.

(E) No person shall keep more than 4 dogs or cats, or a combination of dogs or cats, not exceeding a total of 4 in number per parcel.

(F) No person shall keep any animal or bird which causes annoyance by barking, howling, braying, crowing, or making other sounds common to its species. No person shall harbor or keep any animal which causes annoyance or disturbance in a neighborhood, by making sounds common to its species or otherwise, or which endangers the safety of any person or property.

~~(G)~~ No owner, caretaker, or custodian of any animal shall fail to maintain any structure, pen, coop, or yard where any animal is kept in a clean and sanitary condition to promote health and wellness of the animal.

~~(H)~~ No owner, caretaker, or custodian of any animal shall fail to keep the animal confined on his or her own premises.

~~(I)~~ No person shall deposit, place, or throw any fatally sick or injured animal, or improperly dispose of any dead animal or part thereof, on any public or private place within the village limits.

~~(J)~~ No person shall bury any dead animal ~~or fowl~~, or any part thereof, within the village limits.

~~(K)~~ It shall be unlawful for any person to own, protect, or keep any dog within the village limits unless the dog has been licensed in accordance with the laws of the State of Michigan.

~~(L)~~ (1) No person shall own, protect, or keep any vicious animal within the village limits unless that animal is securely confined by a fence, leash, or other means, to the owner's, protector's, or keeper's premises.

(2) No person shall allow any vicious animal to leave the premises of the owner, keeper, or protector of that animal unless the animal is securely muzzled and led by a leash.

(3) Any animal shall be deemed vicious which has bitten or attacked a person or domestic animal without molestation, or which, by its actions, gives indication that it is likely to bite or attack any person or domestic animal without molestation.

~~(M)~~ No person shall own, protect, or keep any wild animal, exotic animal not normally domesticated, ~~or snake~~ within the village limits.

(N) Chickens may be kept according to the following conditions:

(1) A minimum of two up to a maximum of six hens may be kept per parcel. Roosters are prohibited.

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(2) Slaughtering chickens' outdoors must be obstructed from public view.

(3) Chickens shall be provided, and remain within, a fully enclosed shelter with an optional covered fenced enclosure in the rear yard.

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(4) No chickens shall be kept on parcels with more than one dwelling.

(5) A land use permit is required to keep backyard chickens, including:

a. Submission of a diagram of the applicant's property showing the location of the structure to house the chickens relative to the applicant's residence and adjacent residences.

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(6) Allow inspection by the Zoning Administrator and/or code enforcement official prior to receiving approval of the permit. Such permit may be revoked by the Zoning Administrator if it is determined that any provision of this section is violated.

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(7) All licensing by the State of Michigan and Grand Traverse County, as well as all other statutes, ordinances, and codes shall be satisfied.

(8) Structures for keeping chickens must meet the following requirements:

a. Be located in the backyard of the applicant's property, defines as an imaginary line even with the rear wall of the residential structure extending away from the structure.

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b. Be located a minimum of ten (10) feet from any property line.

c. Be located a minimum of forty (40) feet from any adjacent residential structure unless written permission has been obtained from adjacent property owners or if separated by a public street.

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d. Provide a minimum of ten (10) square feet of fenced enclosure space per chicken.

(9) Covered structures for keeping chickens must meet the following guidelines:

a. Be constructed in a way that prevents entry by predators or rodents.

b. Provide a minimum of two (2) square feet of floor space per chicken.

c. Provide a minimum of one (1) nesting box for each three (3) laying hens.

d. Provide a minimum roosting bar length of eight (8) inches per laying hen.

e. Provide continuous passive ventilation. Holes or windows are acceptable forms of passive ventilation. You should keep holes or windows properly screened to prevent rodents and predators.

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f. Provide a source of natural or artificial light to allow chickens to find food and water and permit daily inspection by the applicant.

(10) Provide a container that protects stored feed from entry by rodents.

(11) Provide a container in which waste materials are collected that prevents entry by flies. Proper disposal of waste materials is required on a weekly basis. The materials can be composted or bagged and disposed of in the trash. Piling waste materials on the property is not acceptable. Compost for waste materials must be in a container and must adhere to setbacks.

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(12) Provided the minimum care of animals by:

a. Cleaning the structure in which chickens are kept on a regular basis

b. Injured or sick animals will be attended to properly.

c. Dead animals must be disposed of in accordance with the Michigan Bodies of Dead Animal Act, Act 239 of 1982, Amended Act No. 311, Public Acts of 2008.

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(1992 Code, § 4.2) Penalty, see § 93.99

Village of Kingsley

2023 - 2024 Pay Schedule

<u>Position</u>	<u>Unit of Pay</u>	<u>Amount</u>
President	Per Year	\$2,500.00
	Per diem - Per meeting	50.00
Street Administrator	Per Fiscal Year - Major	\$ 105.00
	Per Fiscal Year - Local	45.00
Village Trustee	Per year	\$ 1500.00
	Per diem - Per meeting	50.00
Planning Commission PC Rep to Township PC	Per diem - All meetings	\$ 30.00
	Per diem - All meetings	30.00
Zoning Board of Appeals	Per diem - All meetings	\$ 30.00
Mileage	Same as Federal	65.5 cents per mile
Clerk	Regular Meeting	\$ 50.00
	Special Meeting	40.00
Treasurer	Recording Secretary	\$ 50.00



207 S. Brownson Ave. P.O. Box 208 Kingsley, MI 49649

TO: Village Council
COPY:
FROM: Kaitlyn Aldrich, Village Manager
DATE: March 8, 2024
Subject: Attorney-Client Privilege

Motion by _____, supported by _____, to meet in a closed session pursuant to Section 8(h) of the Open Meetings Act to consider material which is exempt from disclosure under Section 13(1)(g) of Michigan's Freedom of Information Act, namely a March 7, 2024 memo from the Village's special legal counsel, Mark Nettleton of Mika Meyers PLC.

ROLL CALL VOTE REQUIRED. MOTION MUST BE ADOPTED BY 2/3 VOTE OF ALL MEMBERS APPOINTED OR ELECTED TO THE PUBLIC BODY (5 out of 7).

	TOTAL EQUIPMENTS	\$60,478.83
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	MAJOR STREET	\$208,688.70
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	LOCAL STREET	\$169,783.54
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	LIBRARY/OFFICE	
**	L/O USRDA B&I	\$21,697.43
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	OIL & GAS TRUST FUND	TOTAL OIL & GAS
**	ASSETS & PRINCIPLE	\$1,018,080.23
	INCOME CASH	\$888,850.22
		\$129,230.01
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	TOTAL ALL ACCOUNTS	\$3,468,586.04
**	RESTRICTED FUNDS	\$1,540,283.45
	TOTAL AVAILABLE FUNDS	\$1,928,302.59

Credit Card Transactions				
For Council February 27,2024				
Elan (VISA)	Company	Billed to	Item	Cost
	Farm & Fleet	E	Truck seat covers	\$ 119.98
	Farm & Fleet	G	Duck tape/tarp	\$ 59.79
	Weathertech	E	Truck floor mats	\$ 186.49
	Tractor Supply	S	Piston hand pump	\$ 233.19
	USPS	G	General mailing & CCR Report	\$ 660.00
	MML	G	Pursue your Passion Seminar (Aldrich)	\$ 435.00
	Courtyard	G	Lodging for Seminar (Aldrich)	\$ 309.62
	MME	G	MML Executive Membership	\$ 425.00
	Comfort Inn	G	Zoning Adminstrator Training (Forro)	\$ 178.50
			Total	\$ 2,607.57
Menards		Billed to	Item	Price
			Total	\$ -

		Bills presented for approval and payment		
		3/11/2024		
GENERAL				
	David Bieganowski	Zoning matters/Kingsley Club	\$ 997.50	
	Wade Trim	Brownson Park Improvements	\$ 5,381.75	
				TOTAL
WATER				
	Mika Meyers	GTCRC Water/Sewer Extension	\$ 168.00	
				TOTAL
SEWER				
	Mika Meyers	GTCRC Water/Sewer Extension	\$ 168.00	
	Tri-Gas	Propane Sewer Plant	\$ 607.30	
				TOTAL
EQUIP				
	Tri-Gas	Propane for DPW Building	\$ 969.82	
				TOTAL
MAJOR				
				TOTAL
LOCAL				
				TOTAL
				TOTAL

\$ 6,379.25
\$ 168.00
\$ 775.30
\$ 969.82
\$ -
\$ -
\$ 8,292.37