CITY COUNCIL MEETING AGENDA
August 26, 2024 – 6:30 pm

This is an in-person meeting at Saugatuck City Hall, 102 Butler St, Saugatuck, MI 49453.
The meeting will also be available live, virtually on Zoom.

NOTICE:
Join online by visiting:
https://us02web.zoom.us/j/2698572603

Join by phone by dialing:
(312) 626-6799 -or-
(646) 518-9805

Then enter "Meeting ID":
2698572603

Please send questions or comments regarding meeting agenda items prior to meeting to:
rcummins@saugatuckcity.com

Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact Saugatuck City Clerk at 269-857-2603 or jwolters@saugatuckcity.com for further information.

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Mayor's Comments**
5. **City Manager Comments**
6. **Agenda Changes** *(Additions/Deletions)*
7. **Guest Speakers**
8. **Public Comment on Agenda Items Only** *(Limit 3 minutes)*
9. **Consent Agenda:** *(Roll Call)*
   - **A.** Regular Meeting Minutes- August 12, 2024. ***Pg.3***
   - **B.** Resolution 240826-A - Authorizing Qualified Institutions to Provide Investment Services for the City and Authorizing City Officers to Act as Signatories on Behalf of the City. ***Pg.7***
   - **C.** 2024 Road Resurfacing Project – Award to Michigan Paving & Materials Co. ***Pg.12***
   - **D.** TMF Water Service Material Verification Agreement. ***Pg.16***
   - **E.** Appointment of Judy Thiel to Parks and Public Works Committee. ***Pg.26***
   - **F.** Banner Request for New Event. ***Pg.27***
10. **Staff Reports, Boards, Commissions & Committees:** ***Pg.32***
    - **A. Staff Reports:**
      1. City Manager
      2. Treasurer
      3. Clerk
      4. Planning and Zoning
      5. Department of Public Works
      6. Police

7. Engineer

B. Boards, Commissions & Committees:

1. Fire District Administration Board
2. Interurban Board
3. Kalamazoo Lake Sewer & Water Authority
4. Kalamazoo Lake Harbor Authority
5. Zoning Board of Appeals
6. Historic District Commission
7. Planning Commission
8. Parks & Public Works Committee
9. Tri-Community Non-Motorized Trail Study Committee

11. Request for Payment: None.

12. Approval of Accounts Payable: *(Roll Call)* ***Pg.50***

A. Accounts Payable in the amount of $602,485.62

13. Introduction of Ordinances: None.

14. Unfinished Business: None.

15. New Business:

A. Community Street & Boulevard Tree Planting Grant. ***(Roll Call) Pg.53***

B. Metro Wireless WiFi Proposal for Oval Beach. ***(Roll Call) Pg.59***

C. Ordinance No. 240826-A - Zoning Ordinance Amendment to Impose Maximum Limits on the Number of Short-Term Rentals in Specific Zoning Districts, Establish the Effect of Such Limits on Existing Licenses, and Establish how Available Licenses will be Issued, to Protect the Public Health, Safety, and Welfare. ***(Roll Call) Pg.87***

D. Ordinance No.240826-B - Short-Term Rental Licensing Ordinance Amendment to Impose Maximum Limits on the Number of Short-Term Rentals in Specific Zoning Districts, Establish the Effect of Such Limits on Existing Licenses, and Establish how Available Licenses will be Issued, to Protect the Public Health, Safety, and Welfare. ***(Roll Call) Pg.95***

E. Short-Term Rental License Notification and Issuance Policy. ***(Roll Call) Pg.103***

16. Public Comments *(Limit 3 minutes)*

17. Correspondence:

A. Richard Williams

B. Jon Broadbooks

18. Council Comments

19. Adjourn *(Voice Vote)*

CITY COUNCIL MEETING MINUTES - *Proposed*
August 12, 2024

The City Council met for Regular Council Meeting at 6:30 p.m.
City Hall
102 Butler St., Saugatuck, MI 49453.

Call to Order:
The meeting was called to order by Mayor Stanton at 6:30 p.m.

Pledge of Allegiance.

Attendance:
Present: Mayor Stanton, Mayor Pro-Tem Baldwin and Councilmembers Gardner, Muncey, White.
Absent: Anderson.

Motion by Baldwin, second by Dean to excuse Councilmember Anderson from this evening's council meeting. Via voice vote, motion carried 6-0.

Others Present: City Manager Cummins, Attorney Jake Witte and Deputy Clerk/DPW Admin Williams.

Mayor's Comments: Mayor Stanton recognized the passing of Allegan County Commissioner Dean Kapenga. He spent 30 years with the Allegan County Sheriff's Department and was twice named deputy of the year. He served nine terms with the Allegan County Board of Commissioners and chaired the Allegan County Community Action Board and the County's 911 Board. He had a passion for missions and served the people of Guatemala for over 20 years and built over 500 homes. She recognized the Clerk and Deputy Clerk and all the election volunteers for a successful primary election. The representatives from Douglas are present to talk about the Ferry Street closure.

City Manager Comments: City Manager Cummins praised the Clerk and Deputy Clerk for all they have been juggling as it relates to the elections, early voting, absentee ballots, nine days of early voting and all the Treasurer related duties they have been assisting with. Nicole Bredeweg, the new Treasurer, had her first day and Luke Thompson, Zoning Director starts next week Monday.

Agenda Changes: None.

Guest Speakers: Lucas Timmer, Civil Engineer with Prein & Newhof and Ken Bosma, Civil Engineer with Prein & Newhof.

- Culvert is likely 70+ years old
- Soil is primarily muck from the culvert down 30-40 feet.

- An 18” ductile iron sanitary sever installed in 1977 is located underneath the culvert.
- A 12” ductile iron water main is located above the culvert.
- Found whole in pipe, it’s 1’ by 2’ hole in a 36” culvert.
- No specific timeline as of yet.
- Current activities include:
    - Dive Team/ROV Investigation.
    - Replacement Design.
    - Research of Permits and Funding.

Public Comment on Agenda Item Only:
Becky Carten-Crandell, Director of Interurban Transit Authority- updated Council on how the Ferry Street road closure is affecting their business.
Paul Cares, 241 Park Street – commented on the Ferry Street closure.
Steve Manns, 568 Weirich – commented on trash service.
Nick Masters, Holiday Hill Resort – commented on the Ferry Street closure.
Lisa Nocerini, City Manager Douglas – commented on the Ferry Street closure.
Harry Masters, Douglas – Commented on the Ferry Street closure.

Consent Agenda:

A. Regular Meeting Minutes- July 22, 2024.
B. Mt. Baldhead Bike Rack.
C. Oval Beach Life Jacket Loaner Station.
D. Special Event Request- Dune Bill Press Conference and Legislative Tour.
E. Nancy Kimble Reappointment.
F. Right of Way Signage Request.
Motion by Baldwin, second by Dean to approve the consent agenda. Via roll call vote, motion carried 6-0.

Staff Reports:
City Manager/Director of Planning & Zoning, City Clerk, Police and Engineer submitted status reports of current activities since the last Council meeting on July 22, 2024, for their respective departments.

Boards, Commissions & Committees:
Fire District Administration Board, Dan Fox:

- It is possible for the STFD to station 24 hours on the other side of the river, one engine and one EMT, they need to have accommodations.
- He presented July statistics and noted the roundabout was closed during the first half of the month.
- They do not have the Life EMS stats yet; they will be available at the next meeting.
- Incident calls are up 20%.

Interurban Board, Councilmember Muncey:

- Expecting July numbers to be up, he will have this report at the August 22nd meeting.
- Ridership through June was up almost 22% and carried about 1600 more passengers.
- They are still working through the capital grant process and looking for a company to complete the building expansion work.
- Reminded everyone there is a free shuttle service on the weekends and has been extended

until 11 p.m.
- There is a free shuttle bus during Music in the Park between 7 p.m. and 9 p.m. provided by Liz Engel of Century 21.

KLSWA, Barry Johnson: None.

Kalamazoo Lake Harbor Authority, Councilmember White:
- The last meeting was cancelled, the next meeting is in September.

Zoning Board of Appeals, City Manager Ryan Cummins:
- There was not a quorum this month, there will be a case for next month's meeting.

Historic District Commission, Councilmember Gardner:
- The August meeting was canceled. The next regular scheduled meeting will be September 5th at 6 p.m.

Planning Commission, City Manager Ryan Cummins:
- They meet this Thursday and will have a public hearing on the short-term rental items.

Parks and Public Works Committee, Mayor Pro-Tem Baldwin: None.

Tri-Community Non-Motorized Trail Study Committee, Councilmember Dean:
- Nothing new since last meeting.

Request for Payment: None.

Approval of Accounts Payable:

A. Accounts Payable in the amount of $698,542.84.

Motion by Muncey, second by Dean to approve the accounts payable in the amount of $698,542.84*. Via roll call vote, motion carried 6-0.*

Introduction of Ordinances: None.

Unfinished Business: None.

New Business:

Shoreline Technology Solutions Managed Service Provider Agreement:

Motion by Muncey, second by White to approve the Shoreline Technology Solutions managed service provider agreement as written in our packet. Via roll vote, motion carried 6-0.

Water Systems Operations Contract Advisory Committee:

Motion by Dean, second by Muncey to create a Water System Operations Contract Advisory Committee and to appoint Mayor Pro Tem Baldwin and Council Member Gardner to the committee. Via roll call vote, motion carried 6-0.

Public Comment:
Steve Manns, 568 Weirich – commented on the upcoming Planning Commission meeting.

Correspondence:

Council Comments:

- Councilmember Anderson: Absent.

- Mayor Pro-Tem Baldwin:
  She wanted to remind everyone that the new Treasurer Nikki has started, and she had the privilege and pleasure of interviewing her along with Councilmember Gardner, she will be a wonderful addition. She thanked Douglas again for working with the Mt. Baldhead Challenge regarding the road closure and assisting in finding solutions for the race route and transportation of runners. They have 600 runners signed up. The event is the sole funder for the Boys and Girls Club, and they typically raise $120,000.

- Councilmember Gardner:
  He suggested that the Council start to focus on having a meeting to discuss City Manager Cummins's goals and objectives. He would like to see that on the agenda. He also noted that considering the concern that there was conflict around the conflict of interest with the short-term rental vote, he would like the City of Saugatuck code of ethics and code of conduct as an agenda item.

- Councilmember Dean:
  He feels terrible for the friends in Douglas to have the huge infrastructure project they are dealing with. It is a huge public safety issue for the people of Saugatuck, and everyone needs to continue as a team to engage robustly on this matter.

- Councilmember Muncey:
  Summer is not over, there are plenty of fun things happening in Saugatuck and Douglas. Thanked Laura Durham for Movie in the Park as Wonka was the film provided. He thanked Kimberly Bagierek for providing bacon popcorn. Music in the Park is this coming Wednesday at Wick's Park from 7 p.m. to 9 p.m. Sidewalk Sales are Thursday between 10 a.m. and 5 p.m.

- Councilmember White: Councilmember Gardner and Councilmember White are hosting the Spear Street Party in the upcoming weekend. He thanked Council for approving that during his absence. The Saugatuck Film Festival is coming in a few weeks on September 14th at the Women's Club.

Adjournment:
Motion by Dean, second by Muncey to adjourn the meeting. Upon voice vote, motion carried unanimously. Mayor Stanton adjourned at 7:51 p.m.

Respectfully Submitted

_____
Jamie Wolters, City Clerk

City Council Agenda Item Report

FROM: Ryan Cummins - City Manager

MEETING DATE: August 26, 2024

SUBJECT: Resolution 240826-A: Authorizing Qualified Institutions to Provide Investment Services for the City and Authorizing City Officers to Act as Signatories on Behalf of the City

DESCRIPTION:

The City's new City Treasurer/Finance Officer, Nicole Bredeweg, started on August 12.

The attached resolution would authorize Ms. Bredeweg to be a signatory on the City's various financial accounts.

LEGAL REVIEW:

N/A at this time. The City Attorney will be at your meeting if you have any questions.

SAMPLE MOTION:

Motion to approve Resolution 240826-A, Authorizing Qualified Institutions to Provide Investment Services for the City and Authorizing City Officers to Act as Signatories on Behalf of the City.

CITY OF SAUGATUCK
COUNTY OF ALLEGAN
STATE OF MICHIGAN

RESOLUTION NO. 240826-A

A RESOLUTION AUTHORIZING QUALIFIED INSTITUTIONS TO PROVIDE INVESTMENT SERVICES FOR THE CITY AND AUTHORIZING CITY OFFICERS TO ACT AS SIGNATORIES ON BEHALF OF THE CITY

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

WHEREAS, the City has adopted an Investment Policy ("Policy") pursuant to Public Act 20 of 1943 as amended, which delegates the authority to manage the City's investment program to the City Treasurer; and

WHEREAS, the Policy provides that the City Treasurer shall maintain a listing of financial institutions and broker/dealers authorized to provide investment services on behalf of the City; and

WHEREAS, the City wishes to authorize these financial institutions or broker/dealers to provide investment services for the City; and

WHEREAS, Section 7.0 of the Policy provides that the authorized listing of financial institutions, approved depositories, and broker/dealers shall be approved annually by a resolution of the City of Saugatuck City Council; and

WHEREAS, the City further wishes to authorize the City Mayor, City Mayor Pro-Tem, City Manager, and City Treasurer/Finance Officer to act as signatories on behalf of the City; and

WHEREAS, the City wishes to authorize and permit the authorized listing of financial institutions, approved depositories, and broker/dealers to allow these signatories, on behalf of, and as an authorized person of the City, to exercise all of the powers necessary to invest City funds in accordance with the Policy;

NOW, THEREFORE, IT IS RESOLVED:

1. The City designates the following financial institutions, depositories, and broker/dealers ("Qualified Institutions") as depositories for the funds of the City and approves and authorizes the Qualified Institutions to provide investment services on behalf of the City:

    a. TCF
    b. Macatawa Bank
    c. Fifth Third Bank
    d. Huntington National Bank
    e. Mercantile Bank
    f. Michigan CLASS
    g. Chase Bank
    h. Old National Bank
    i. Grand River
    j. 1st National Bank Michigan
    k. 1st National Bank of America
    l. Horizon Bank

2. The City authorizes the following City Officers to act as signatories ("Authorized Signatories") on behalf of the City:

    a. Lauren Stanton, Mayor
    b. Helen Baldwin, Mayor Pro-Tem
    c. Ryan Cummins, City Manager
    d. Nicole Bredeweg, City Treasurer/Finance Officer

3. The City authorizes and permits the Qualified Institutions to allow the Authorized Signatories, on behalf of and as an authorized person of, the City, to exercise any powers necessary to invest City funds in accordance with the Policy, including, but not limited to the following:

    a. Open any deposit account(s) in the name of the City;
    b. Sign checks, drafts, notes, acceptances or other orders for the payment of money or otherwise withdraw or transfer funds on deposit with the Qualified Institutions;
    c. Endorse checks, drafts, notes, bills, certificates of deposit, or other instruments owned or held by the City for deposit in any account established at a Qualified Institution, or for collection or discount by a Qualified Institution.
    d. Borrow money on behalf of and in the name of the City;
    e. Sign, execute, and deliver promissory notes or other evidences of indebtedness;
    f. Endorse, assign, transfer, mortgage, or pledge property now owned or hereafter owned or acquired by the City as security for sums borrowed;
    g. Guarantee payment of all bills received, negotiated or discounted;
    h. Waive demand, presentment, protest, notice of protest and notice of non-payment;
    i. Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box or Night Drop (Depository) Box;
    j. Authorize the debiting of any of the City's accounts for the purpose of purchasing an investment instrument at any of the Qualified Institutions;

k. Authorize the holding of investment instruments in a Qualified Institution's safekeeping area;
l. Authorize a Qualified Institution to distribute or reinvest investment funds upon maturity; and
m. Make any other contracts, agreements, stipulations, or orders which the signatories may deem advisable to effectuate the terms of the Policy.

4. The City authorizes the Authorized Signatories to receive investment rate information via facsimile at the following facsimile numbers, or at the following email addresses:

   a. Mayor Stanton, Mayor
   (616) 970-4568
   lstanton@saugatuckcity.com
   b. Helen Baldwin, Mayor Pro-Tem
   (248) 245-4210
   helen@saugatuckcity.com
   c. Ryan Cummins, City Manager
   (269) 857-2603
   rcummins@saugatuckcity.com
   d. Nicole Bredeweg, City Treasurer/Finance Officer
   (269) 857-2603
   nicole@saugatuckcity.com

5. The City authorizes the Qualified Institutions to honor, receive, certify, or pay all instruments signed by the Authorized Signatories in accordance with this Resolution and agrees to the terms and conditions of an account agreement properly executed by the Authorized Signatories.

6. Any instrument, document, or other thing authorized to be executed as provided for in this Resolution shall only be effective if signed by at least two of the Authorized Signatories.

7. This Resolution shall be effective until express written notice of its rescission, revocation, modification or replacement is received by the Qualified Institutions.

8. The City authorizes the Mayor and Clerk to execute any and all documents necessary to effectuate the terms of this Resolution.

9. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

RESOLUTION NO. 240826-A DECLARED ADOPTED.

_____
Lauren Stanton, Mayor

_____
Date

_____
Jamie Wolters, City Clerk

_____
Date

CERTIFICATION

I, Jamie Wolters the duly appointed clerk of the City of Saugatuck do hereby certify the foregoing is a true and complete copy of a resolution adopted by the Saugatuck City Council at a regular meeting held August 26th, 2024, in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

Attest:

_____
Jamie Wolters, City Clerk

City Council Agenda Item Report

FROM: Scott Herbert – Department of Public Works Superintendent

MEETING DATE: August 26th, 2024

SUBJECT: Road Work – Resurfacing

DESCRIPTION:
As discussed during your annual Capital Improvement Plan (CIP) conversation, Public Works and engineering recommend resurfacing the following street locations:

- Lucy Street – Approaching Holland Street
- Francis Street – From Water Street to Butler Street
- Francis Street – From Holland Street to Elizabeth Street
- Griffith Street – From Culver Street to Mason Street
- Mason Street – From Grand Street to Elizabeth Street

Enclosed you will find a bid tabulation that was generated by Fleis & Vandenbrink along with their recommendation of award. If approved by the council, engineering and Public Works are prepared to work with Michigan Paving & Materials Co. on the final construction phase of the road resurfacing project for 2024.

BUDGET ACTION REQUIRED:
This is a budgeted item from Major and Local Street Funds in the amount of $169,000.

COMMITTEE/COMMISSION REVIEW:
N/A

LEGAL REVIEW:
N/A

SAMPLE MOTION:
Motion to approve award to Michigan Paving & Materials, Co. in the amount of $148,176.20 for asphalt repairs with a total project cost of $169,000 and to allow the Mayor and City Clerk to sign associated contracts.

FLEIS&VANDENBRINK
DESIGN. BUILD. OPERATE.

RECOMMENDATION OF AWARD

July 24, 2024

Via Email: scott@saugatuckcity.com

Scott Herbert, Department of Public Works Superintendent
City of Saugatuck
102 Butler Street
PO Box 86
Saugatuck, MI 49453

RE: 2024 Asphalt Repairs

Dear Scott,

We received bids for the 2024 Asphalt Repairs project on July 22, 2024. Repairs have been identified in the following high priority areas, based on our walkthroughs:

- Francis Street from Water Street to Butler Street
- Francis Street from Holland Street to Elizabeth Street
- Griffith Street from Culver Street to Mason Street
- Mason Street from Grand Street to Elizabeth Street
- Lucy Street, two locations near Holland Street

Repairs include removal and replacement of the top course of asphalt, approximately 1.5", plus anticipated asphalt base repairs and related work. Three bids were received, and a tabulation is attached. The low bid is from Michigan Paving & Materials, Co. of Grand Rapids, Michigan in the amount of $148,176.20, which is in line with our Engineer's Estimate for the work. We have worked with Michigan Paving & Materials, Co. on a number of similar projects. They are prequalified by the Michigan Department of Transportation, and we feel they are capable of meeting the project requirements.

Based on the above, we recommend an award to Michigan Paving & Materials, Co. in the amount of $148,176.20.

For budgetary purposes, we recommend that the City plan on the following construction phase costs:

Item	Budget
Construction (as awarded):	$148,176.20
Contingencies (~10%)*:	$14,823.80
Construction Engineering & Administration**:	$6,000.00
Total Recommended Construction Budget:	**$169,000.00**

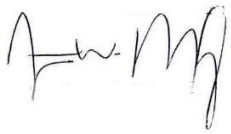
* Includes an allowance for replacing pavement markings.
** Authorized previously and shown here for reference only.

2960 Lucerne Drive SE
Grand Rapids, MI 49546
P: 616.977.1000
F: 616.977.1005
www.fveng.com

Please feel free to contact me with any questions.

Sincerely,

FLEIS & VANDENBRINK



Jonathan W. Moxey, P.E.
Project Manager

City of Saugatuck
2024 Asphalt Repairs
Bid Tabulation

FLEIS&VANDENBRINK
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Project No.: 3187-45
By: PMT
Date: 7/22/2024

				Engineer's Estimate		Michigan Paving & Materials Co.		A-1 Asphalt Inc.		Rieth-Riley Construction Co., Inc.	
ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	ESTIMATED UNIT PRICE	ESTIMATED AMOUNT	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
1	Mobilization, Max 10%	LSum	1	$ 12,000.00	$ 12,000.00	$ 12,500.00	$ 12,500.00	$ 7,000.00	$ 7,000.00	$ 18,800.00	$ 18,800.00
2	Temporary Traffic Control	LSum	1	$ 10,000.00	$ 10,000.00	$ 17,960.00	$ 17,960.00	$ 6,000.00	$ 6,000.00	$ 16,750.00	$ 16,750.00
3	Cold Milling HMA Surface	Syd	8360	$ 3.00	$ 25,080.00	$ 1.67	$ 13,961.20	$ 2.50	$ 20,900.00	$ 12.40	$ 103,664.00
4	HMA Surface, Rem	Syd	420	$ 4.00	$ 1,680.00	$ 24.00	$ 10,080.00	$ 6.00	$ 2,520.00	$ 8.00	$ 3,360.00
5	HMA, 4EL or 13A (Base)	Ton	40	$ 90.00	$ 3,600.00	$ 195.00	$ 7,800.00	$ 140.00	$ 5,600.00	$ 387.40	$ 15,496.00
6	HMA, 4EL or 13A (Surface)	Ton	760	$ 90.00	$ 68,400.00	$ 94.50	$ 71,820.00	$ 140.00	$ 106,400.00	$ 170.35	$ 129,466.00
7	HMA Valley Gutter	Ft	2230	$ 3.00	$ 6,690.00	$ 2.50	$ 5,575.00	$ 3.00	$ 6,690.00	$ 1.00	$ 2,230.00
8	Turf Restoration	Syd	40	$ 6.00	$ 240.00	$ 24.00	$ 960.00	$ 30.00	$ 1,200.00	$ 50.00	$ 2,000.00
9	Curb and Gutter, Rem	Ft	20	$ 20.00	$ 400.00	$ 34.00	$ 680.00	$ 100.00	$ 2,000.00	$ 55.00	$ 1,100.00
10	Curb and Gutter, Det F4	Ft	20	$ 30.00	$ 600.00	$ 120.00	$ 2,400.00	$ 70.00	$ 1,400.00	$ 120.00	$ 2,400.00
11	Underdrain, 6 inch	Ft	40	$ 10.00	$ 400.00	$ 72.00	$ 2,880.00	$ 165.00	$ 6,600.00	$ 30.00	$ 1,200.00
12	Dr Structure Tap, 6 inch	Ea	1	$ 200.00	$ 200.00	$ 700.00	$ 700.00	$ 1,500.00	$ 1,500.00	$ 800.00	$ 800.00
13	Shld, Cl II	Ton	5	$ 35.00	$ 175.00	$ 52.00	$ 260.00	$ 240.00	$ 1,200.00	$ 180.00	$ 900.00
14	Gate Box, Adj, Case 1	Ea	1	$ 750.00	$ 750.00	$ 600.00	$ 600.00	$ 550.00	$ 550.00	$ 600.00	$ 600.00
				Total:	**$ 130,215.00**		**$ 148,176.20**		**$ 169,560.00**		**$ 298,766.00**

City Council Agenda Item Report

FROM: Ryan Cummins - City Manager

MEETING DATE: August 26, 2024

SUBJECT: TMF Water Service Material Verification Agreement

DESCRIPTION:

The City was awarded a $221,600 EGLE Technical, Managerial, and Financial (TMF) grant to physically verify lead service lines for the required final Distribution System Materials Inventory (DSMI) that is due October 16, 2024.

The Council previously approved a proposal for engineering services in the amount of $55,500. Fleis & Vandenbrink (F&V) received four bids. The low bidder, Compton Inc. of South Haven, exceeded the budgeted amount. However, F&V structured the contract to provide the City with flexibility to align the scope of work with budgeted dollars. Staff is recommending an award to Compton Inc. in the amount of $166,140.00 which will be within budget and still meet the required number of service lines to be inventoried.

BUDGET ACTION REQUIRED:

None. Project was budgeted in this fiscal year, and grant dollars will reimburse the cost of the work.

LEGAL REVIEW:

The City Attorney will be at your meeting to answer any questions you may have.

SAMPLE MOTION:

Motion to approve the TMF Water Service Material Verification agreement with Compton Inc. in the amount of $166,140.00 and to authorize the Mayor and City Clerk to sign the necessary documents.

FLEIS&VANDENBRINK
DESIGN. BUILD. OPERATE.

August 12, 2024

Via email: rcummins@saugatuckcity.com

Ryan Cummins, City Manager
City of Saugatuck
102 Butler Street, PO Box 86
Saugatuck, MI 49453

RE: TMF Water Service Material Verification – Recommendation of Award

Dear Ryan,

We have reviewed the bids received on August 6, 2024, for the above referenced project. Four bids were received, and the bid tabulation is attached.

The low bidder is Compton Inc. of South Haven with a bid amount of $265,255.00. We have worked with Compton Inc. on previous projects, and we believe they are capable to perform this work. Compton specializes in water service work and was a subcontractor to Southwest Transport on the Campbell Road project for directional drilling water services. While that project took significantly longer than was scheduled, Compton performed their portion of the project well.

The bid amount exceeds the budgeted amount of $166,100 in the EGLE grant for the project. This is not unexpected, as many communities across the State are in a similar position of completing water service material identification work to meet EGLE's October deadline. We structured the contract to provide the City with flexibility to align the scope of work with the grant dollars available. As such, we are recommending an award to Compton Inc. in the amount of $166,140.00.

Please feel free to contact us with any questions.

Sincerely,

FLEIS & VANDENBRINK

Peter Tierney, P.E.
Project Manager

Enclosures

Cc: Scott Herbert, Superintendent of Public Works

2960 Lucerne Drive SE
Grand Rapids, MI 49546
P: 616.977.1000
F: 616.977.1005
www.fveng.com

FLEIS&VANDENBRINK
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City of Saugatuck

TMF Water Service Material Verification
Bid Tabulations

Job: 865910
Date: 8/6/2024

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	Compton Inc.		Abonmarche Consultants Inc.		Duke's Root Control Inc.		Plummer's Environmental Services Inc.	
				BID UNIT PRICE	BID AMOUNT	BID UNIT PRICE	BID AMOUNT	BID UNIT PRICE	BID AMOUNT	BID UNIT PRICE	BID AMOUNT
1	Mobilization, Max 10%	LSum	1	$20,000.00	$20,000.00	$39,266.00	$39,266.00	$5,563.14	$5,563.14	$5,000.00	$5,000.00
2	Temporary Traffic Control	LSum	1	$5,150.00	$5,150.00	$5,000.00	$5,000.00	$8,546.08	$8,546.08	$16,000.00	$16,000.00
3	Pothole Corporation Stop	Ea	193	$300.00	$57,900.00	$560.00	$108,080.00	$657.38	$126,874.34	$740.00	$142,820.00
4	Pothole Public-Side Curb Stop Box	Ea	3	$250.00	$750.00	$560.00	$1,680.00	$478.70	$1,436.10	$384.00	$1,152.00
5	Pothole Both Public & Private-Side Curb Stop Box	Ea	190	$265.00	$50,350.00	$560.00	$106,400.00	$495.04	$94,057.60	$473.00	$89,870.00
6	Pothole Private-Side Curb Stop Box	Ea	63	$150.00	$9,450.00	$560.00	$35,280.00	$407.43	$25,668.09	$384.00	$24,192.00
7	Remove & Replace Concrete Driveway	Syd	30	$83.00	$2,490.00	$225.00	$6,750.00	$150.00	$4,500.00	$395.00	$11,850.00
8	Remove & Replace Concrete Sidewalk	Syd	30	$74.00	$2,220.00	$200.00	$6,000.00	$150.00	$4,500.00	$395.00	$11,850.00
9	Remove & Replace HMA Roadway	Syd	1,158	$75.00	$86,850.00	$125.00	$144,750.00	$150.00	$173,700.00	$195.00	$225,810.00
10	Remove & Replace HMA Driveway	Syd	30	$75.00	$2,250.00	$200.00	$6,000.00	$150.00	$4,500.00	$395.00	$11,850.00
11	Surface Restoration	Syd	768	$15.00	$11,520.00	$8.00	$6,144.00	$54.56	$41,902.08	$15.00	$11,520.00
12	In-Home Verification	Ea	653	$25.00	$16,325.00	$50.00	$32,650.00	$135.00	$88,155.00	$165.00	$107,745.00
				Total:	**$265,255.00**	**Total:**	**$498,000.00**	**Total:**	**$579,402.43**	**Total:**	**$659,659.00**

2960 Lucerne Drive SE
Grand Rapids, MI 49546
P: 616.977.1000
F: 616.977.1005
www.fveng.com

FLEIS&VANDENBRINK
DESIGN. BUILD. OPERATE.

City of Saugatuck

TMF Water Service Material Verification
Summary of Award

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	Compton Inc. BID UNIT PRICE	Compton Inc. BID AMOUNT
1	Mobilization, Max 10%	LSum	1	$20,000.00	$20,000.00
2	Temporary Traffic Control	LSum	1	$5,150.00	$5,150.00
3	Pothole Corporation Stop	Ea	65	$300.00	$19,500.00
4	Pothole Public-Side Curb Stop Box	Ea	4	$250.00	$1,000.00
5	Pothole Both Public & Private-Side Curb Stop Box	Ea	179	$265.00	$47,435.00
6	Pothole Private-Side Curb Stop Box	Ea	63	$150.00	$9,450.00
7	Remove & Replace Concrete Driveway	Syd	30	$83.00	$2,490.00
8	Remove & Replace Concrete Sidewalk	Syd	30	$74.00	$2,220.00
9	Remove & Replace HMA Roadway	Syd	390	$75.00	$29,250.00
10	Remove & Replace HMA Driveway	Syd	30	$75.00	$2,250.00
11	Surface Restoration	Syd	738	$15.00	$11,070.00
12	In-Home Verification	Ea	653	$25.00	$16,325.00
				Total:	**$166,140.00**

2960 Lucerne Drive SE
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SECTION 00 52 00

AGREEMENT

This Agreement is by and between **City of Saugatuck** ("Owner") and _____ ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **TMF Water Service Material Verification**

ARTICLE 2 - THE PROJECT

2.01 Project, of which the Work under the Contract Documents is a part, is generally described as follows: **TMF Water Service Material Verification**

ARTICLE 3 - ENGINEER

3.01 The Owner has retained Fleis & VandenBrink Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Dates

A. The Work will be substantially complete on or before **October 11, 2024**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **October 25, 2024**.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner **$250** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **$100** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract.

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
				$	$
				$	$
				$	$
				$	$
				$	$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
   1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
      a. 90 percent of the value of the Work completed (with the balance being retainage).
         1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
         2) Zero percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the percent per annum rate 2.0% higher than the Prime Rate on the date of bid opening.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:
   1. This Agreement.
   2. Bonds
      a. Performance bond (together with power of attorney).
      b. Payment bond (together with power of attorney).
   3. General Conditions.
   4. Supplementary Conditions.

5. Specifications as listed in the table of contents of the project manual.
6. Addenda (numbers _____ to _____, inclusive).
7. Exhibits to this Agreement (enumerated as follows):
   a. Contractor's Bid.
   b. Documentation submitted by Contractor prior to Notice of Award.
   c. _____.
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
   a. Notice to Proceed.
   b. Work Change Directives.
   c. Change Orders.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 - REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
   1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
   2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
   3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
   4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, if any, with respect to the Technical Data in such reports and drawings.
   5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
   6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
   7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price,

within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
   1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution.
   2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
   3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
   4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C 700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____, 20_____ (which is the Effective Date of the Contract).

Owner:	Contractor:
_____	_____
(typed or printed name of organization)	*(typed or printed name of organization)*

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

END OF SECTION

City Council Agenda Item Report

FROM: Ryan Cummins - City Manager

MEETING DATE: August 26, 2024

SUBJECT: Parks and Public Works Committee Appointment

DESCRIPTION:

There is currently a vacancy on the Parks and Public Works (PPW) Committee.

The City Clerk provided notice that the City was accepting applications to the PPW. The City received one application.

Chair Baldwin, Mayor Stanton, and I recently interviewed Judy Thiel. Mayor Stanton is recommending that Ms. Thiel be appointed as a Parks and Public Works Committee with a term ending August 1, 2026.

BUDGET ACTION REQUIRED:
N/A

COMMITTEE/COMMISSION REVIEW:
PPW Chair, Helen Baldwin, was provided with a copy of the application and supplemental materials, and participated in the interview.

LEGAL REVIEW:
N/A

SAMPLE MOTION:
Motion to appoint Judy Thiel to the Parks and Public Works Committee with a term ending August 1, 2026.

City Council Agenda Item Report

FROM: MEETING	Jamie Wolters
DATE:	August 26, 2024
SUBJECT:	Right of Way Sign Application- Saugatuck Douglas Fall Gallery Stroll

DESCRIPTION:

Attached is an application for approval of a banner to be hung on the Saugatuck palette sign. The Saugatuck CVB has submitted the requested to promote the Saugatuck Douglas Fall Gallery Stroll that will take place October 12 & 13.

BUDGET ACTION REQUIRED:

N/A

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Motion to approve/deny the banner application for the Saugatuck Douglas Fall Gallery Stroll submitted by the Saugatuck Douglas Area CVB.

Council Action
_____ Approved
_____ Denied
_____ Date

102 Butler Street • P.O. Box 86 • Saugatuck, MI 49453
Phone: 269-857-2603 • Website: www.saugatuckcity.com

SPECIAL EVENT & PARADE APPLICATION

Must be filled out in its entirety & returned to the City Clerk's Office 60 days prior to scheduled event

SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: Saugatuck Douglas Area CVB **TELEPHONE:** 2698571701

MAILING ADDRESS: P.O. Box 28, Saugatuck, MI 49453

CONTACT NAME: Lisa Mize **TELEPHONE:** 2698571701

E-MAIL ADDRESS: lisa@saugatuck.com **CELL PHONE:** 6164905587

CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: Juli Petter **TELEPHONE:** _____

E-MAIL ADDRESS: julie@jpettergalleries.com **CELL PHONE:** 6166481245

EVENT INFORMATION

NAME OF EVENT: Saugatuck Douglas Fall Gallery Stroll **DATE(S) OF EVENT:** Oct. 12&13

PURPOSE OF EVENT: Encourage tourists to visit all galleries and **RAIN DATE:** None

☒ Non-Profit ☐ For-Profit ☐ City Operated/Sponsored ☐ Co-Sponsored

☐ Marathon/Race ☐ Festival/Fair ☐ Video/Film Production ☐ Other _____

EVENT LOCATION: Saugatuck, Douglas and Fennville **EVENT HOURS:** 12-5 pm

ESTIMATED NUMBER OF ATTENDEES: 400+

ESTIMATED NUMBER OF VOLUNTEERS: None

ESTIMATE DATE / TIME FOR SET-UP: N/A _____ ☐ A.M. ☐ P.M.

ESTIMATE DATE / TIME FOR CLEAN-UP: N/A _____ ☐ A.M. ☐ P.M.

EVENT DETAILS

WILL MUSIC BE PROVIDED DURING THIS EVENT: ☐ Yes ■ No

TYPE OF MUSIC PROPOSED: ☐ Live ☐ Amplification ☐ Recorded ☐ Loudspeakers

PROPOSED TIME MUSIC WILL BEGIN:_____ **END:**_____

FOOD VENDORS/CONCESSIONS: (Contact Allegan County Health Department) ☐ Yes ■ No

☐ *Provide Copy of Health Department Food Service License*

WILL ALCOHOL BE SERVED AT THIS EVENT: ☐ Yes ■ No

☐ *Provide Copy of Liquor Liability Insurance* (listing the City as additionally insured)

☐ *Provide Copy of Michigan Liquor Control License*

If yes, describe measures to be taken to prohibit the sale of alcohol to minors:_____

_____

WILL FIREWORKS BE APART OF EVENT: ☐ Yes ■ No

☐ *Provide Copy of Liability Insurance* (listing the City as additionally insured)

☐ *Provide Copy of Fireworks Permit*

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

☐ **"YARD" SIGNS** - Number requested: ___ (Maximum size is 2' x2'. Cannot be displayed no more than 15 days prior to first day of event and must be removed 24 hours after end of event.)

☒ **BANNER UNDER SAUGATUCK PALETTE SIGN** - (Size cannot be greater than 14' x 4'). Cannot be displayed more than 15 days prior to first day of event and must be removed 24 hours after end of event.)

☐ **SIGNAGE AT EVENT SITE** - Location(s): The application does not allow me to check the Banner under

Description of signs:_____

(Signs at event site cannot be displayed prior to day of the event and must removed at the end of the event.)

TENTS/CANOPIES/MISC: The City of Saugatuck does not have tents, stage, tables or chairs available for rental. There are a number of businesses listed in the yellow pages under "Rental Service Stores" that specialize in the rental of event supplies. Will the following be constructed or located in the event area:

☐ **BOOTHS – QUANTITY**_____ ☐ **TENTS – QUANTITY**_____

☐ **AWNINGS – QUANTITY**_____ ☐ **TABLES – QUANTITY**_____

☐ **PORTABLE TOILETS – QUANTITY**_____

VENDOR PARKING: Have you made arrangement for vendor parking? ☐ Yes ■ No

If yes, where do you propose your vendors park?_____

Will the Interurban be utilized? ☐ Yes ■ No Time(s)_____

DEPARTMENT OF PUBLIC WORKS

☐ APPROVED ☐ DENIED _____

Authorized Personnel Signature

Will this event require the use of any of the following municipal equipment: ☐ Yes ☐ No

☐ **TRASH RECEPTACLES – QUANTITY**_____ ☐ **BARRICADES – QUANTITY**_____

☐ **TRAFFIC CONES – QUANTITY** _____ ☐ **PARKING SIGNS – QUANTITY**_____

☐ **FENCING** ☐ **WATER** ☐**ELECTRIC** ☐ **RESTROOM CLEANING**

☐ **OTHER**_____

POLICE DEPARTMENT

☐ APPROVED ☐ DENIED _____

Authorized Personnel Signature

ADDITIONAL OFFICERS REQUIRED? ☐ Yes ☐ No

If yes please describe & include times_____

Other (describe):_____

SAUGATUCK TOWNSHIP FIRE DISTRICT

☐ APPROVED ☐ DENIED _____

Authorized Personnel Signature

STREET CLOSURES: ☐ Yes ☐ No (use attached map to outline proposed closures)

Street closure date/time:_____ _____☐ **A.M.** ☐ **P.M.**

Street re-open date/time:_____ _____☐ **A.M.** ☐ **P.M.**

SIDEWALK CLOSURES: ☐ Yes ☐ No (use attached map to outline proposed closures)

Describe Sidewalk Use:_____

Sidewalk closure date/time: _____ _____☐ **A.M.** ☐ **P.M.**

Sidewalk re-open date/time: _____ _____☐ **A.M.** ☐ **P.M.**

PARKING LOT CLOSURES: ☐ Yes ☐ No (use attached map to outline proposed closures)

Parking Lot Location:_____

Sidewalk closure date/time:_____ _____☐ **A.M.** ☐ **P.M.**

Sidewalk re-open date/time:_____ _____☐ **A.M.** ☐ **P.M.**

What parking arrangements are proposed to accommodate potential attendance:_____

_____

APPLICATION CHECK LIST

- ☐ **Completed Application**
- ☐ **Event Map (includes detailed event layout for vendors, booths, porta potties, etc.)**
- ☐ **Road/Sidewalk/Parking Lot Closure Map**
- ☐ **Certificate of Insurance (listing the City of Saugatuck as additionally insured)**
- ☐ **Fireworks Permit (if applicable)**
- ☐ **Michigan Liquor Control Commission Special Event License (if applicable)**
- ☐ **Health Department Food Service License (if applicable)**

If document is missing, please explain:_____

The applicant and sponsoring organization understand and agrees to:

Provide a certificate of insurance with all coverages deemed necessary for the event, name the City of Saugatuck as an additional insured on all applicable policies and submit the certificate to the City Clerk's Office no later than one (1) week following notice of the event approval.

Comply with all City and County Ordinances and applicable State laws, City policies and acknowledges that the special events permit does not relieve the applicant or organization from meeting any application requirements of law or other public bodies or agencies.

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

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

Applicant agrees to defend, indemnify and hold harmless the City of Saugatuck, Michigan from any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from this Special Event by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss cost of expense is caused in whole or in part by the negligence of the City of Saugatuck or by third parties, or by the agents, servants, employees or factors of any of them.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event and affirm the above understandings. The information provided on this application is true and complete to the best of my knowledge.

Lisa Mayo

Applicant Signature

8.1.24

Date

City Manager, Planning, Zoning and Project Report
August 26, 2024

Ferry Street Culvert and Closure

- Douglas has placed steel plates over the damaged culvert area so public safety personnel can still get through. The road remains closed to the public.
- Douglas has advised the following:
    - In addition to replacing the aging culvert and bridge, the project will also address the surrounding road and the water and sewer infrastructure that runs adjacent to the structure.
    - Pending the issuance of necessary permits from county and state authorities, the City plans to begin work during the upcoming winter months. To ensure the project progresses smoothly, the city has been actively exploring options for grants, low-interest loans, and other funding opportunities to support the project.

City Hall

- The new landscaping and flowers are now installed!
- This completes the City Hall exterior refresh.
- The Department of Public Works did a fantastic job. Chad Bouwman in particular deserves recognition for his vision and quality work. Thank you Chad!

Blue Star Trail

- C2AE continues their design work and is working through the necessary MDOT approvals. Review by consulting party tribes is expected by the end of October. C2AE is indicating a spring 2025 construction start date is still on schedule.
- C2AE provided the following updates related to design:
    - THE WORK ACCOMPLISHED IN THE DEFINED PERIOD CONSISTED OF:
        - Continued development of plans, specifications and cost estimate required for GI submittal to MDOT
        - Integrated additional design elements into trail plans
        - Revised documentation for environmental review with information related to updated design elements
        - Resubmitted MDOT LAP Section 106 application, NEPA 5323 environmental form and supporting documentation
        - Coordination with MDOT LAP Section 106 and NEPA review teams to streamline review of updated submittals

    - THE ANTICIPATED WORK ELEMENTS IN THE NEXT PERIOD:
        - Submit Grade Inspection Package of plans, specifications, and cost estimate through MDOT ProjectWise portal
        - Schedule coordination meeting with MDOT environmental and engineering teams
        - Schedule coordination meeting with MDOT/MNRTF grant authorities
        - Complete regulatory review of endangered species through U.S. Fish & Wildlife Services IPaC system
- C2AE provided the following updates related to the Lake/Blue Star intersection:
    - THE WORK ACCOMPLISHED IN THE DEFINED PERIOD CONSISTED OF:
        - Review alternative specifications and special provisions needed for traffic signal design.
        - Coordinate schedule for traffic signal installation based on updated trail schedule.
    - THE ANTICIPATED WORK ELEMENTS IN THE NEXT PERIOD:
        - Receive award determination from MDOT SSSG on grant application.
        - Finalize specifications for traffic installation.

AT&T Cellular

- State Historic Preservation Office (SHPO) approvals remain pending.
- AT&T continues to work on the latest SHPO and tribal consulting party concerns.
- AT&T updated the plans to attach the conduit under the stairs and upper platform to minimize ground disturbance concerns raised in the SHPO review. This was reviewed with Council at the August 21 workshop meeting.
- AT&T's decision on the City's agreement request remains pending resolution of SHPO approval.

Wi-Fi

- Lisa Mize of the Convention and Visitors Bureau (CVB) and I previously met with AT&T and Metro Wireless to discuss their Wi-Fi options, functionality, and potential costs.
- AT&T has provided a high-level estimate of the costs and a quote to conduct survey work for Wi-Fi downtown. I met with them this week to gather more details.
- Metro Wireless provided a proposal for Wi-Fi at Oval Beach which was reviewed with the Council at the August 7 workshop. This is on the Council agenda for action.

Water Operations Agreement

- At the last meeting, Council appointed Mayor Pro Tem Baldwin and Council Member Gardner to serve on an advisory committee to staff on the draft of the water operations agreement with KLSWA and other constituent municipalities.
- A meeting is set for September 4 with the consultant, constituent municipalities, and their respective advisory committee members.

Signage Updates

- The Department of Public Works continues to install no parking signage on narrower streets.
- Additional yield to pedestrian signs were installed on Water Street.
- A solar powered flashing stop sign is being ordered for the intersection of North/Blue Star.

Airport Property

- We are still awaiting the draft conservation easement for a portion of the property. ODC has engaged a surveyor to survey the proposed conservation easement boundaries.
    - As a reminder, the conservation easement itself will be reviewed by the Council before any final decisions on it. The area that is proposed for a conservation easement has a steep grade and portions are wetlands and in a floodplain. All studies and maps can be viewed on the City website here: https://www.saugatuckcity.com/parks-and-public-works-committee.html
- ODC is still working on setting up a meeting with Township officials to discuss the necessary zoning approvals.
- ODC is planning on some trail defining in the fall. Installation of a parking lot, signage, and possible overlook are planned for the spring. After construction is complete, invasives treatment will occur.

Planning and Zoning

- The new Director of Planning and Zoning, Luke Thompson, started on August 19. He has been doing a great job of diving into our ordinances and starting to process certain applications.
- Luke will take over planning and zoning reporting for the next Council meeting. The normal case work reporting will return at that time.
- Prepared for and attended Planning Commission meeting.
- Worked with planning consultant to prepare updated short-term rental data. The most recent R-1 district data is attached.
- STR Enforcement Plan Implementation
    - The consulting planner and his code enforcement have continued STR enforcement using Granicus, complaint information, and other sources.
    - Several enforcement notices have been sent and followed up on. This has included unlicensed rentals, renting when an application was submitted but before a license is issued, trash cans being left out, and non-compliant signage.
    - A Granicus project manager has been assigned to begin the work of setting up the 1-800 hotline. Last update was that the hotline is close to being ready for user testing.
    - Staff will soon start to build a separate section of the website that will be dedicated to providing STR information and resources.
- Continued discussions with legal and planning consultant regarding STRs and Council direction.

- Met and talked with property owners and applicants to answer questions and provide resources.
- Continued follow-up on complaints of code violations throughout the City.

Miscellaneous

- Held a department head team meeting.
- Attended meeting with consultant, Township Manager, and Douglas Manager to discuss next steps with the draft water operations agreement.
- Attended preliminary safety meeting for Mt. Baldhead challenge.
- Attended rotary meeting.
- Attended CVB board meeting.
- Participated in PPW Committee Member interview.
- Attended Ferry Street public safety meeting.
- Met with Ox-Bow director and board member.
- Attended motion hearing for Dune Ridge electrical case litigation.
- Held one on one meeting with City Clerk.
- Attended Labor Day Bridge Walk safety meetings.
- Attended dune legislation announcement at Oval Beach.
- Attended a museum tour with new staff.

Zoning Districts	19-Aug STR Permits*	Improved Parcels- Dwelling Units**	Current % STR	Proposed Cap 20%	Calculated Available	Actual Available
COMMUNITY RESIDENTIAL - R-1	129	334	39%	66.8	-62.2	0
PENINSULA WEST - R-1	13	52	25%	10.4	-2.6	0
MAPLE STREET - R-1	9	36	25%	7.2	-1.8	0
PENINSULA SOUTH - R-1	10	54	19%	10.8	0.8	0
PENINSULA NORTH (DUNESIDE) - R-1	4	14	29%	2.8	-1.2	0
PENINSULA NORTH (RIVERSIDE) - R-1	0	11	0%	2.2	2.2	2
	165	**501**	33%	100.2		**2**

*- Adjusted to delete ADUs permits when there is a principal permit. Includes "hold" status units.

**-No ADUs.

Treasurer Staff Report

August 26, 2024

Thus far, everything is learning, learning, learning. I've gotten through:

- First payroll (I didn't get any money though ☹)
- Also figured out how to enter and employee into the system (fingers crossed that it worked, since it's my bank account that suffers if it didn't).
- A first pass through on receiving random receipts (random credit card fees, Oval Beach entrance and concession monies, turning over Culver St parking monies, etc). I did see the receiving of the property tax payments in action, but the payroll was in process, so it was a 30 second passing glance. At the time of this typing, I'm hoping to process the newest receipts tomorrow.
- Entered approximately two weeks of payables into the system. Jamie and I will be working through the rest of the process in a few minutes.
- Sat through my first module of the Plante Moran University module for the Treasurer position. It was for the audit preparation. Fascinating – I look forward to having a spare moment to start reviewing the documents that we have submitted and reviewing them to what I learned. I'm hoping to, in the winter season, being able to figure out how to gather the information and work it through the pre-existing systems to get the information to the auditors.
- Visited the Saugatuck-Douglas Historical Museum to get a flavor for the richness of our culture.

City Clerk Staff Report

August 26, 2024

Completed Tasks:

- Assisting Treasurer with on-boarding.
- Held the safety meeting for Labor Day walk with Fire, Police, DPW and organizer.
- November Election:
    - Scheduling training for election inspectors.
    - Working on 9-days early voting and election day staffing schedules.

Ongoing Tasks:

- Continuing work on Street End License Agreements.
- Assisting residents via in-person, via email and telephone with questions/ concerns.
- Accepting Tax payments.
- Updating social media.
- Updating the City website.
- Meetings and minutes.

Department of Public Works Report

Below is a summary of notable activities carried out by the Department of Public Works since the last council meeting on 8/12/2024:

Brush and Leaf Collection:
Public Works carried out the monthly brush and leaf collection which occurred on Tuesday August 13th for properties east of the Kalamazoo River and Wednesday August 14th for properties on the west side of the Kalamazoo River.

City Hall Landscape:
The landscaping work at City Hall is complete. The work consisted of new irrigation, edging, trees, flowers, shrubs, mulch, sod, overseeding, and flagstone.

Permanent No Parking Signs:
Most of the permanent No Parking signs have been installed. Pleasant Street, Grand Street, Newnham Street, Mary Street, Francis Street, and Mason Street are complete. Two streets are left, which are St. Joseph Street and Main Street. We expect this project to be complete the week of August 26th.

Erosion at 850 Park Street:
Due to a heavy rain event that occurred during the first week of August, an erosion issue developed at 850 Park Street. The resident, city engineer, and Public Works agreed on a solution and Public Works was able to make the necessary repair.

Special Events:

- **8/14/2024 –** Music in the Park
- **8/15/2024 –** Sidewalk Sales
- **8/17/2024 –** Wedding at Coghlin Park
- **8/17/2024 –** Spear Street Block Party
- **8/21/2024 –** Music in the Park

Meetings:

- **8/12/2024 –** DPW Weekly Goals Meeting
- **8/12/2024 –** City Council Meeting
- **8/13/2024 –** Department Head Team Meeting at City Hall
- **8/14/2024 –** Mt. Baldhead Challenge Safety Meeting
- **8/16/2024 –** DPW Weekly Goals Follow Up Meeting
- **8/19/2024 –** DPW Weekly Goals Meeting
- **8/19/2024 –** Republic Services – Recycle Meeting
- **8/20/2024 –** Labor Day Bridge Walk Safety Meeting
- **8/21/2024 –** City Workshop Meeting – 2024 Asphalt Repairs
- **8/23/2024 –** DPW Weekly Goals Follow Up Meeting

City of Saugatuck
Status Report of Engineering Activities
August 21, 2024

General Consultation

- 2024 Asphalt Repairs: Bids were opened on July 22 and a Recommendation of Award was discussed at the August 21 Council Workshop for an anticipated award at the August 26 Council Meeting. We anticipate fall 2024 construction coordinated with water service potholing work for the TMF project (separate update below).

- Sea Wall and Concrete Repairs: Prepared a proposal for design and bidding of a project with several repair sites along the sea wall and elsewhere. The various components can be addressed as a single project, as contemplated in the proposal, or individually.

- Village Square Court Renovation: Working on a proposal for design and bidding of surface improvements to the tennis and basketball courts and related improvements.

EGLE Drinking Water State Revolving Fund

- Draft scoring has been released. The City's project received 70 points (out of 100), which is essentially all of the points the City is eligible for (some of the points are only applicable to systems with violations to be addressed, disadvantaged economic status and other factors beyond the City's control). The cutoff for funding will be determined this fall, but we anticipate it will be 80+ points, based on the applications received and funds available.

Water System Asset Management Plan

- The AMP has been submitted to EGLE. City Council will be considering user cost options to support the plan soon.

EGLE Technical, Managerial and Financial (TMF) Project

- The City was awarded $221,600 in funding from EGLE's Community Technical, Managerial, and Financial (TMF) support for lead service line identification (100% grant). This will provide funding to help the City complete its final Distribution System Materials Inventory, which is due in October 16, 2024.
- Bids were opened on August 6 and we worked with the low bidder to adjust the contract amount to match the grant dollars available. A Recommendation of Award was discussed at the August 21 Council Workshop anticipating an award will be made at the August 26 Council meeting.
- We are assisting City staff with communications to affected property owners and the general public.

Mt. Baldhead Projects

- AT&T Project Assistance
  - Reviewed the current AT&T proposal for attaching conduits to the stair structure. Met with the AT&T team August 7 to review and discuss the current plans, which were also presented at the August 21 Council Workshop.
- Restroom Building Replacement
  - Design work is nearly complete.
  - The Allegan Conservation District has provided the Vegetation Removal Assurance, which is a report required for the EGLE/USACE Critical Dunes Permitting. The report evaluates impacts on vegetation, native, non-native and invasives, and provides guidance for the design and construction. Based on the scope of the project, vegetation disturbance is anticipated to be minimal. The Critical Dunes permit application will be submitted soon.
  - We are evaluating options for electrical service to the building that may involve improvements to the overall electric infrastructure at the site.
  - Depending on timeframes for Critical Dunes permitting and coordination with stakeholders, we are anticipating spring or fall 2025 construction.
- Observation Platform Replacement
  - Design work is progressing. Additional survey work is complete.
  - The Allegan Conservation District has provided the Vegetation Removal Assurance, which is a report required for the EGLE/USACE Critical Dunes Permitting. The report evaluates impacts on vegetation, native, non-native and invasives, and provides guidance for the design and construction. The report includes guidance for several of the unhealthy, dead or undesirable species to be removed as part of the project and replaced with native/desirable ones.
  - Anticipating design to be completed in fall/winter 2024/2025, permitting in spring 2025 for construction in fall of 2025 or spring of 2026, depending on permitting timeframe and coordination with stakeholders.

Maple Street Improvements – Study Phase

- Topographic survey is complete.
- A workshop (or series of workshops) will be scheduled soon with adjacent property owners and other stakeholders. We anticipate that will take place soon, to accommodate as many seasonal residents as possible.
- Submitted the MDOT Category B grant application to meet the June 12 deadline. Results should be available late summer or early fall. If selected, this program would fund $250,000 of the road restoration costs on the project. Maple Street was also included in the DWSRF application.

Park Street Improvements – Study Phase

- Park Street between Campbell Road and Mt. Baldhead has no specific non-motorized facility and a number of unique challenges and right-of-way encroachments. The asphalt pavement is deteriorating. A number of development projects have recently been completed or are ongoing, A planning phase proposal has been developed to build on prior study work and develop a scope, concept and cost estimate for improvement of the corridor.

Selected Statistics

July 2024

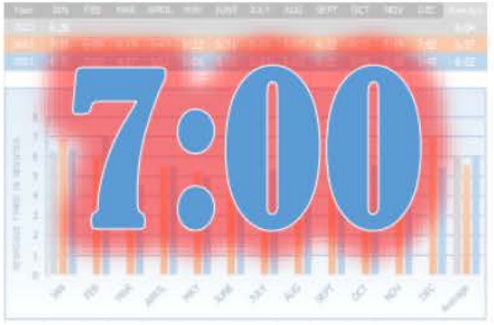
July Incidents 2024

Incidents 2024



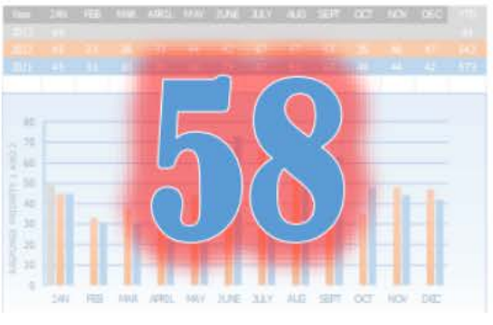
July recorded ***132 calls—another all-time record high.*** It is an increase from July 2023 that showed ***102*** calls. Overall for the first 7 months we are up ***114 calls*** or a ***total of 675 compared to 561 last year, an increase of 20%*** .

Response times 2024



Our July response time of ***7:00 showed a slight decrease*** compared to last month due to the completed construction on Blue Star. Year to month shows an ***average response time of 6:43.***

Emergent Calls 2024



July showed ***58 emergent calls*** (lights and siren) an increase compared to July of last year that showed 45 emergent calls. ***Year to month shows 219 calls*** in this priority. *LIFE ambulance response report for July is still pending.*

Time of Day Day of the Week



Saturday is still the busiest day of the week in 2024 with ***114 calls followed by Tuesday with 106.*** The remainder of the week is within the ***76-99 range.*** The hours from ***8AM-9PM*** count for the most busy timeframe of the day.

Overlapping Calls 2024



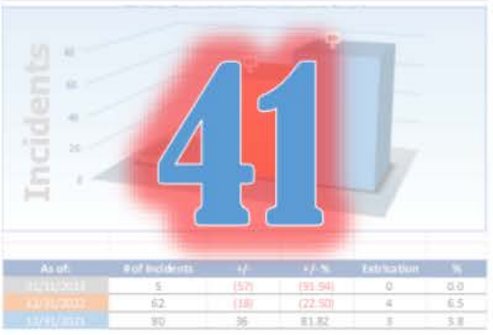
41 overlapping calls in July shows an increase compared to ***34 in July 2023. 31%*** of our calls in July were overlapping. Year to month shows ***194 overlapping calls*** or ***29% of our overall call volume.***

Type of Calls 2024



July recorded ***83 calls in EMS or 63% of all calls.*** The most common call type in this category is ***Falls with 62 or 15% of all EMS calls.*** *General sickness* is second with ***52 or 12%***

MVI 2024



41 MVIs (motor vehicle incidents, i.e., crashes, fires etc.) ***compared to 38 in the same period last year.*** The completed construction of the roundabout has so far not caused any incidents. Even with an I-196 SB closing due to a fatal accident.

Municipality 2024

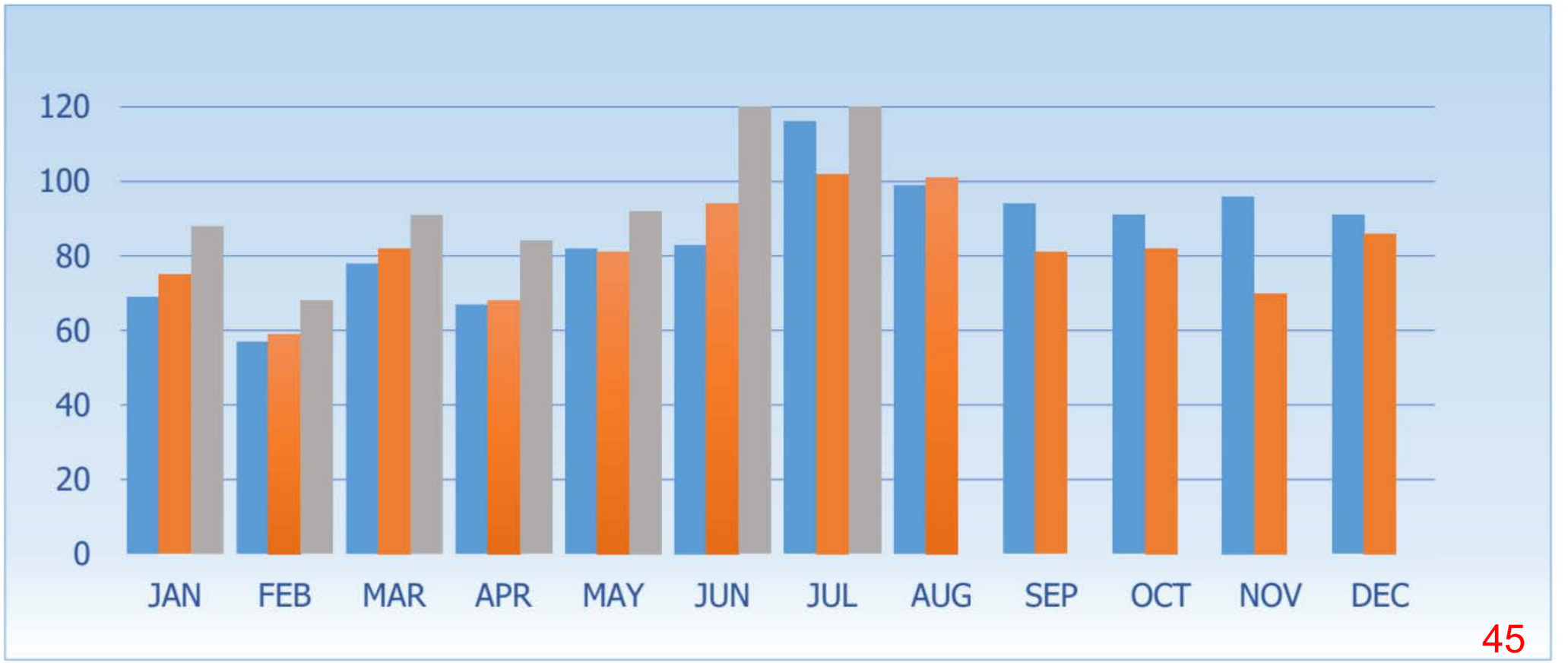


Location of calls shows ***Saugatuck Township*** (including I-196) counts for ***306 calls or 49%*** compared to ***Saugatuck City at 132 or 21%*** and ***Douglas recorded 186 calls or 30%.***

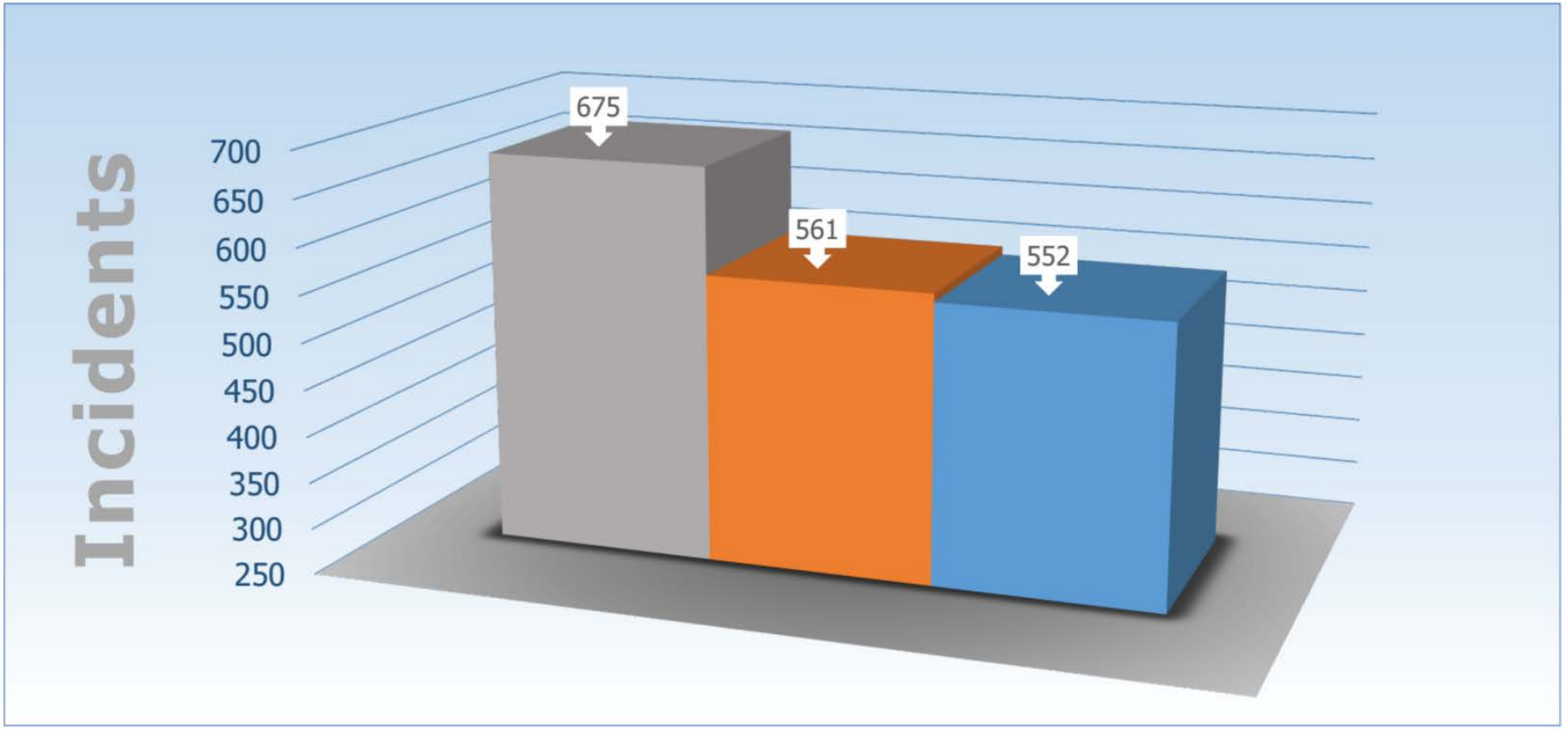
2022-2024 Incidents by Month

[**Green** is an all-time high month]

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2024	88	68	91	84	92	120	132						675
2023	75	59	82	68	81	94	102	101	81	82	70	86	981
2022	69	57	78	67	82	83	116	99	94	91	96	91	1,023



2022-2024 Incident Comparison

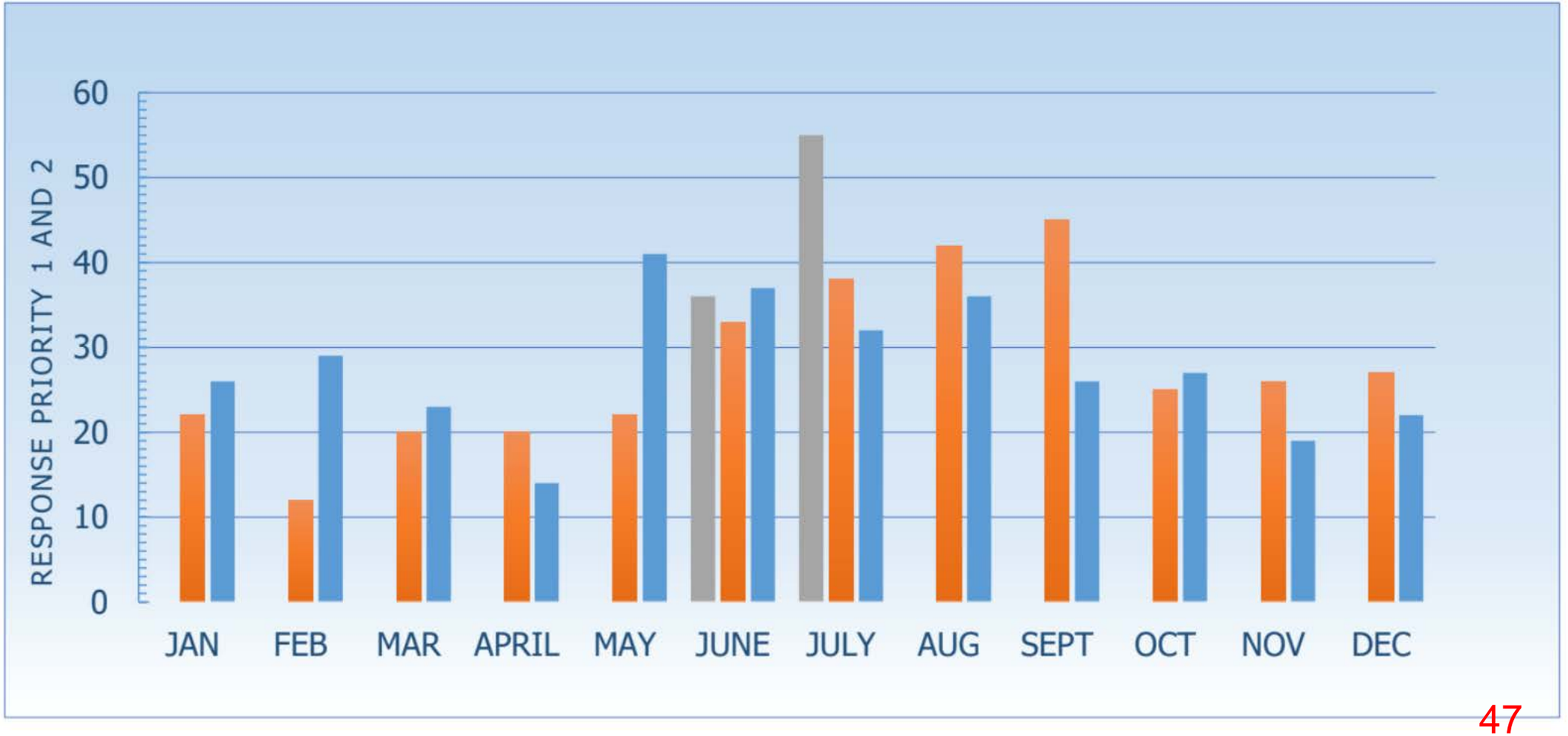


Year	July 31	Difference by Year	Difference in %
2024	675	114	20.3%
2023	561	9	1.6%
2022	552	18	3.4%

2020-2024 LIFE Emergency Responses

[Emergent responses provided monthly from AMR 2020/2021 and LIFE from June 2024]

Year	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD
LIFE '24	-	-	-	-	-	36	55						91
AMR '21	22	12	20	20	22	33	38	42	45	25	26	27	332
AMR '20	26	29	23	14	41	37	32	36	26	27	19	22	332



2020-2024 LIFE Monthly Response Times

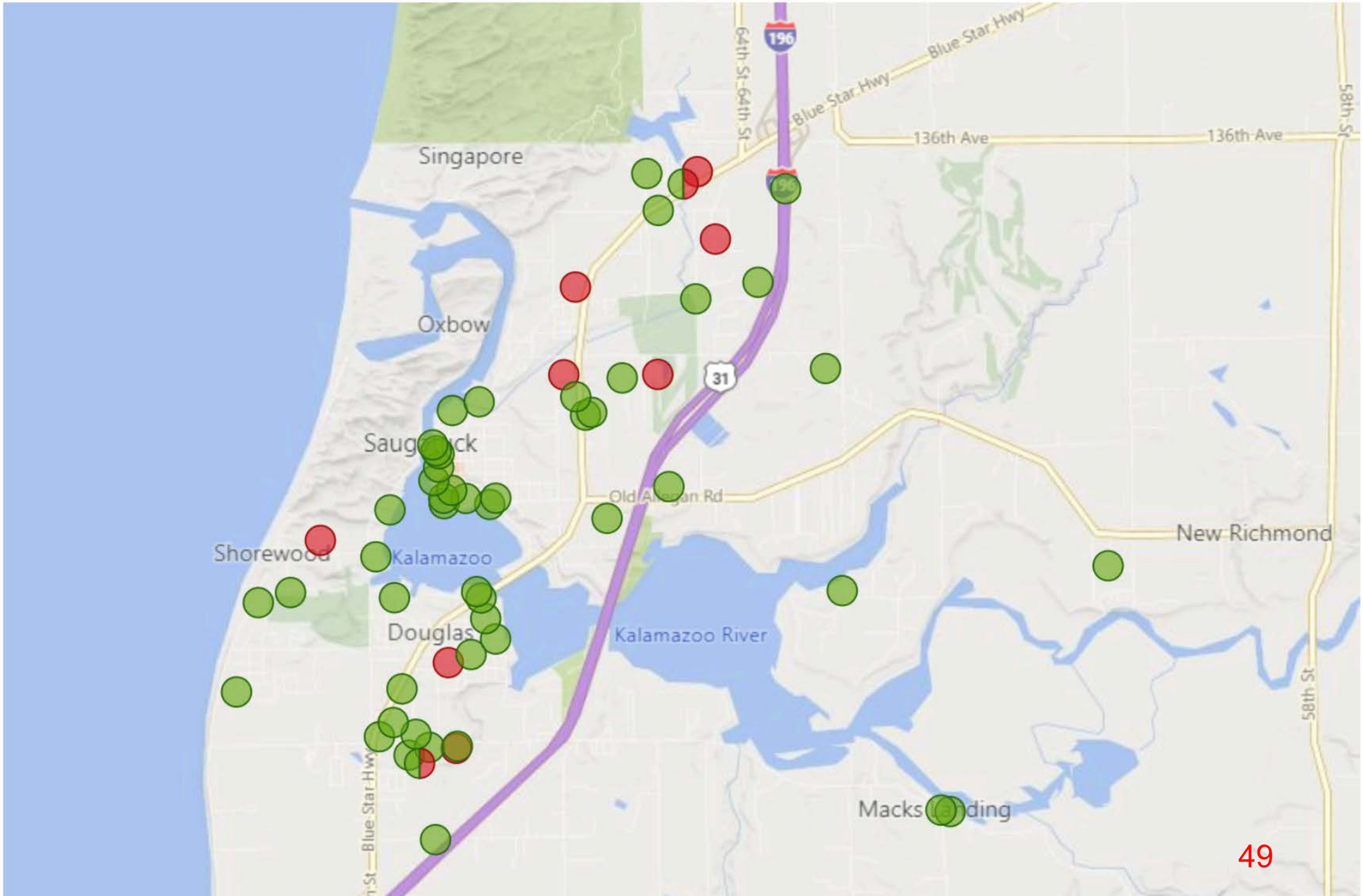
[Emergent response times provided monthly from AMR 2020/2021 and LIFE from June 2024]

Year	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD
LIFE '24	-	-	-	-	-	13:10	12:30						
AMR '21	13:43	13:47	12:38	13:54	13:53	14:29	11:59	13:25	15:22	14:13	12:38	15:58	13:50
AMR '20	14:01	12:18	11:49	12:59	12:12	11:41	10:10	11:15	14:41	11:25	11:23	13:30	12:32



LIFE ems
AMBULANCE

Life EMS Ambulance of Kent County
For the Period Beginning 07/01/2024 and Ending 07/31/2024
Saugatuck Response Map



Vendor Name	Description		Amount
1. A1 ASHPALT INC			
	PATCH VINE AND PARK		9,960.00
2. ABSOPURE WATER COMPANY			
	WATER		658.95
3. ACTION INDUSTRIAL SUPPLY CO			
	UNIFORMS & SAFETY EQUIPMENT		170.39
4. ALLEGAN COUNTY SHERIFF			
	RESERVE DEPUTIES		3,188.00
5. ALLEGAN COUNTY TREASURER			
	PROPERTY TAX DISTRIBUTION-DRAIN ASSESSMENTS		207,600.00
6. C2AE			
	BLUE STAR TRAIL		17,067.12
7. CITY OF WAYLAND			
	PUBLIC ACCURACY TEST NOTICE		12.50
8. COMCAST			
	INTERNET		263.40
9. FAHEY SCHULTZ BURZYCH RHODES			
	LEGAL FEES		3,015.00
	ZONING LEGAL		2,585.00
	CLERK LEGAL FEES		704.00
	COUNCIL LEGAL FEES		5,902.50
	EMPLOYMENT LEGAL FEES		358.76
	LEGAL FEES		313.50
	DUNE RIDGE LEGAL FEES		993.30
	WATER AND SEWER LEGAL FEES		275.00
	STR LEGAL FEES		6,617.00
	DUNE RIDGE LEGAL FEES		240.00
	VILLAGE PARK		165.00
		TOTAL	21,169.06
10. FLEIS & VANDENBRINK ENGINEERING INC			
	BRIDGE INSPECTION ENGINEERING FEES		900.00
	GEN CONSULT ENGINEERING		2,139.89
	TAKKEN / TAYLOR 2023 ENGINEERING DESIGN		234.50
	MAPLE ST IMPS ENGINEERING		15,644.15
	MT. BALDHEAD OBSERV PLT ENGINEERING		1,890.00
	EGLE TMF 2024 ENGINEERING		1,100.00
		TOTAL	21,908.54
11. FRONTIER			
	PHONE BILLS		591.63
12. GIVE 'EM A BRAKE			
	VARIOUS PARKING SIGNS		1,340.00
13. GORDON FOOD SERVICE			
	CONCESSION SUPPLIES		68.09
	CONCESSION SUPPLIES		304.48
	CONCESSION SUPPLIES		2,681.09
	CONCESSION SUPPLIES		535.89
		TOTAL	3,589.55
14. GROUNDS MANAGEMENT SOLUTIONS			
	FERTILIZER - VARIOUS PARKS		754.40
15. HORIZON COMMUNITY PLANNER			
	PLANNING AND ZONING		5,457.05
16. HUNTREE NURSERY			
	SHRUBBERY		118.00
17. LAKESHORE OUTDOORS LLC			
	DIRT		419.76
18. MCKELLIPS PLUMBING INC			
	OVAL BEACH REPAIR		95.00
19. MERCHANTS BANCARD NETWORK			

Vendor Name	Description		Amount
	CC PROCESSING - CONCESSIONS AND OFFICE		1,335.56
	CC PROCESSING - ENTRANCE		5,493.67
		TOTAL	6,829.23
20. MICHIGAN DEPARTMENT OF TREASURY			
	SALES TAX		2,522.34
21. MINER SUPPLY CO			
	BATH TISSUE		2,318.40
22. NET2PHONE INC			
	TELEPHONES		215.65
23. OTTAWA AREA INTERMEDIATE SCHOOL DIS			
	PROPERTY TAX DISTRIBUTION-OAISD		113,000.00
24. OVERISEL LUMBER COMPANY			
	DUCT TAPE		12.99
	BUG KILLER		6.99
	LIGHT BULBS		40.43
	SUPPLIES		42.93
	FASTENERS		11.53
	FASTENERS		64.17
	PARKS REPAIRS AND MAINTENANCE		12.99
	DPW SUPPLIES		211.96
	PARKS MAINTENANCE		31.95
		TOTAL	435.94
25. PLANTE MORAN			
	PMGAP UNIVERSITY		1,500.00
26. PURITY CYLINDER GASES INC			
	OXYGEN		32.70
27. RAF ELECTRIC			
	ADD OUTLET FOR SPRINKLING SYSTEM		661.85
28. REPUBLIC SERVICES			
	TRASH 07/31		1,655.09
	TRASH 08/15		2,083.42
		TOTAL	3,738.51
29. RICOH USA INC			
	COPIER LEASE		540.53
30. SAUGATUCK FIRE			
	RENTAL HOME INSPECTIONS		1,750.00
31. SAUGATUCK PUBLIC SCHOOLS			
	PROPERTY TAX DISTRIBUTION-PILOT		169,700.00
32. SEPTIC TANK SYSTEMS CO INC			
	SEPTIC CLEANING		670.00
	PORTABLE RESTROOM		325.00
	PORTABLE RESTROOM CLEANING		1,400.00
	PORTABLE RESTROOM		1,075.00
		TOTAL	3,470.00
33. SHORELINE TECHNOLOGY SOLUTIONS			
	COMPUTER SERVICES		699.00
34. STATE OF MICHIGAN			
	ELEVATOR LICENSE		180.00
35. STREAMLINE DESIGN.COM LLC			
	ALLUMINUM SIGN-OVAL		118.00
36. TAYLOR TRUE VALUE RENTAL			
	EQUIP RENT		280.00
37. VALLEY CITY LINEN INC			
	SHOP TOWELS		130.12
TOTAL - ALL VENDORS			602,485.62

Vendor Name / Description	Amount
FUND TOTALS:	
Fund 101 - GENERAL FUND	83,145.89
Fund 202 - MAJOR STREETS	670.00
Fund 203 - LOCAL STREETS	27,733.04
Fund 661 - MOTOR POOL FUND	636.69
Fund 701 - CURRENT TAX FUND	490,300.00

City Council Agenda Item Report

FROM: Scott Herbert – Department of Public Works Superintendent

MEETING DATE: August 26, 2024

SUBJECT: Community Street & Boulevard Tree Planting Grant

DESCRIPTION:

The City of Saugatuck applied for a 2024 Community Street & Boulevard Tree Planting Grant offered by Consumers Energy Forestry Operations. The intent of the program is to award up to $3,000 to qualifying projects. The City's application has been reviewed and approved for the full $3,000, contingent on criteria set forth in the enclosed agreement. If approved by the council, Public Works is prepared to complete the work during the first week of November. The scope of work will include the removal of dead trees, stump grinding, and planting of the 15 trees listed on the enclosed invoice from Great Lakes Ornamentals at the following locations:

- 3338 Blue Star Highway – American Hornbeam (1)
- 102 Butler Street – Honey Locust (1)
- 234 Butler Street – Japanese Zelkova (1)
- 237 Francis Street – White Oak (1)
- 230 Griffith Street – Dogwood (3)
- Mason Street-End – Sycamore (3), Honey Locust (2), American Beech (2)
- 955 Holland Street – Honey Locust (1)

BUDGET ACTION REQUIRED:

N/A

COMMITTEE/COMMISSION REVIEW:

N/A

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Motion to approve the Consumers Energy Tree Planting Agreement and to authorize the Clerk and Mayor to sign the agreement.

CONSUMERS ENERGY'S FORESTRY OPERATIONS
2024 COMMUNITY STREET & BOULEVARD TREE PLANTING GRANT PROGRAM
GRANT APPLICATION
APPLICATION DUE DATE JULY 12, 2024

Return completed application to Becky Wildenthal at cetreeplantinggrants@gmail.com

General Information:

Applicant Name (City/Village) City of Saugatuck	Contact Person Name Scott Herbert
Address PO Box 86	E-Mail scott@saugatuckcity.com
Address2	Telephone (269) 857-2558
City,State, ZIP Saugatuck, MI, 49453	Estimated Project Starting Date 10/14/24
Federal Employer Identification Number (FEIN)	Estimated Project Completion Date (must be completed by November 8, 2024) 10/25/24
Total Project Costs $ 5,000	**Grant Amount Requested** $ 3,000

Project description - Please respond as concise as possible. Attach additional pages as needed:

Purpose of the Project

The purpose of this project is to continue our commitment to a healthy and robust urban forest within the City Limit. Each year, the City strives to remove hazardous, dead, declining, and invasive trees to ensure public safety. Once removed, trees are replaced and the variety is selected while taking into account salt tolerances, shade/sun exposure, overhead room for canopy growth, utilities, root damage, and more. Removals typically take place over the winter and new trees are planted in the spring, however, this year we plan to do a second wave of tree plantings beginning mid-October when our supplier begins digging trees. This second wave of planting this year is due to high demand from staff this past spring as we completed a community build for our new playground. We simply didn't plant as many trees as we would've liked to have. We also see hard compacted soils between the sidewalk and streets, partly due to full sun. If some of these areas were shaded, the soil quality around the trees will improve. Saugatuck City takes great pride in it's urban forest which is what keeps us in compliance with Tree City USA requirements as recognized through the Arbor Day Foundation and this grant can help us continue the aggressive tree work that we do each and every year.

Please List Other Partners/Volunteer Groups Associated with this Project

Great Lakes Ornamentals. Shiver Me Timbers Stump Grinding. City of Saugatuck's Department of Public Works

If Utilities are Present HOW will this Tree Planting Program AVOID Conflicts with Existing Utilities?

When overhead utilities are present, a tree variety is selected that promotes hiding the wires above. The variety will have a thinner canopy with considerable room between the branches. Honeylocust trees are a good example of this. What we avoid is full canopy trees that have a dense canopy because when tree limbs are pruned away from wires in the future, the result is the wishbone shape that looks unsightly. We also avoid planting columnar type trees due to the narrow and up-pointing branches. Pruning of these types of trees destroys the tree in a lot of cases. We can also avoid conflicts with overhead and underground utilities by adjusting the exact planting location once we have the MISS Dig locates completed. We also plant smaller varieties when overhead utilities are present.

Planting List: List location, tree species, caliper size, and type (bareroot/b&b/container) of trees being purchased for this project.

Location on site plan	Tree Species w/Variety/Cultivar	Size	Type	Number	Are overhead utilities present	Are underground utilities present
3338 Blue Star Highway	Sugar Maple	2-3"	b&b	1	Yes	Yes
102 Butler Street	Skyline Honey Locust	2-3"	b&b	1	Yes	No
234 Butler Street	Japanese Zelkova	2-3"	b&b	1	No	No
237 Francis Street	White Oak	2-3"	b&b	1	No	No
230 Griffith Street	Skyline Honey Locust	2-3"	b&b	1	Yes	No
230 Griffith Street	Sugar Maple	2-3"	b&b	1	Yes	No
230 Griffith Street	Sugar Maple	2-3"	b&b	1	Yes	No
Mason Street-End	Sycamore	2-3"	b&b	1	No	No
Mason Street-End	Sycamore	2-3"	b&b	1	No	No
Mason Street-End	Sycamore	2-3"	b&b	1	No	No
Mason Street-End	Skyline Honey Locust	2-3"	b&b	1	No	No
Mason Street-End	Skyline Honey Locust	2-3"	b&b	1	No	No
Mason Street-End	American Beech	2-3"	b&b	1	No	No
Mason Street-End	American Beech	2-3"	b&b	1	No	No
955 Holland Street	Skyline Honey Locust	2-3"	b&b	1	No	No

Tree Planting: Call MISS DIG at 811 or email at https://www.missdig.org when planning any tree planting or digging project

Please attach the required documentation as follows (Reference the attached sample application for more information. A sample application is also available on the MFPA website.):

1. Map of site plan with tree locations labled
2. Ground pictures of proposed planting locations that include any overhead facilities

I hereby agree, as Designated Representative of the above named applicant, to implement this project according to the Application, to abide by the provisions of the Consumers Energy Community Street & Boulevard Tree Planting Grant Program, including compliance with all applicable federal and state laws and regulations.

Scott Herbert	Scott Herbert	7/12/24
Applicant Name	Applicant Signature	Date

GREAT LAKES ORNAMENTALS ,LLC

2117 Blue Star Highway Fennville, Michigan 49408

Phone: (269) 543-8211 Fax: (269) 543-4691

City of Saugatuck, Street Dept.
PO Box 86
Saugatuck, MI 49453

Price Quote

Date	Contact	Rep	Terms	Available
8/22/2024	Scott	Eric	Net 30	Nov 4, 2024

Description	Qty	Cost	Total
American Hornbeam 2"	1	134.00	134.00
Skyline Honeylocust 2"	4	134.00	536.00
Village Green Japanese Zelkova 2"	1	134.00	134.00
White Oak 2"	1	134.00	134.00
Kousa Dogwood 8'	3	134.00	402.00
Exclamation London Plane 2"	3	134.00	402.00
Beech 2"	2	134.00	268.00
Subtotal (15 trees)			2,010.00
Remember - Northern Grown is Northern Hardy!			
Please note that we can not guarantee the availability of the above items unless you confirm that you need them. We then will send you an acknowledgement. Thank you.			

We warrant plants to be true to name and to be healthy and vigorous in our nursery. We do not guarantee plants in any manner after they have left our grounds. For further information about our nursery, please look us up on the web at www.greatlakesornamentals.com

Sales Tax (6.0%)	$0.00
Total	$2,010.00

CONSUMERS ENERGY COMPANY
TREE PLANTING AGREEMENT

Applicant's Name (City/Village)			Contact Person's Name
City of Saugatuck			Scott Herbert
Address			Email Address
PO Box 86			
City	State	Zip Code	scott@saugatuckcity.com
Saugatuck	MI	49453	
Daytime Phone (8AM to 5 PM)			After Hours Contact Phone
269-857-2558			

Consumers Energy Company agrees to pay the sum of $ 3000.00 to the Grantee after successful completion of the tree planting project described below and on the Grant Application dated 07-12-2024 attached hereto and made a part hereof. (Note: Checks will be issued when all final paperwork has been approved, and sent to the above applicant and address listed).

WORK DESCRIPTION

SPECIAL INSTRUCTIONS - MFPA USE ONLY

approved with condition of Dogwoods at 230 Griffith under primary lines

GRANTEE ACKNOWLEDGES HAVING READ AND HEREBY ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT INCLUDING THOSE PRINTED ON PAGE 2 OF THIS FORM AS WELL AS TERMS AND CONDITIONS SPECIFIED IN CONSUMERS ENERGY'S FORESTRY OPERATIONS 2024 COMMUNITY STREET & BOULEVARD TREE PLANTING GRANT APPLICATION INFORMATION FORM ATTACHED HERETO AND MADE A PART HEREOF.

Grantee's Representative Signature

Date

7/12/24

Title

Return signed agreement electronically to Becky Wildenthal of the MFPA at cetreeplantinggrants@gmail.com.

1. **Scope of Service:**
   Consumers Energy Company shall pay to the Grantee the amount shown on the front of this Tree Planting Agreement after successful completion of the tree planting work described herein and on the Grant Application attached hereto and made a part hereof.

2. **Service Location, Risk and Delivery:**
   All Services will be performed on the Grantee's premises as specified on the front of this Tree Planting Agreement and on the attached Grant Application. With respect to Consumers Energy Company's recommended planting list; no trees categorized as "Medium Trees" will be planted within 20 feet of the centerline and no trees categorized as "Large Trees" will be planted within 40 feet of the centerline of any existing overhead electric distribution line energized at or below 15,000 volts phase to ground or 25,000 volts phase to phase. No trees will be planted within 80 feet of any line energized above 15,000 volts phase to ground or above 25,000 volts phase to phase.

3. **Time for Performance:**
   Grantee must complete all work described in their Grant Application General Information hereto by November 8, 2024. Failure to complete the work by November 8, 2024 will result in forfeiture of the grant award by Consumers Energy Company.

4. **Warranty and Disclaimer:**
   Grantee warrants that any service performed under this contract shall be performed by properly skilled personnel in accordance with generally accepted standards for the services being performed. Without limiting any other remedy available to Consumers Energy, if any such nonconformance or defect appears the Grantee shall make any and all repairs or replacements necessary to remedy same at its sole expense and within a reasonable time after notification by Consumers Energy.

5. **Indemnity:**
   The Grantee shall indemnify and hold Consumers Energy Company, its agents, employees, vendors and contractors including the Michigan Forestry & Park Association, Inc. harmless from and against, and shall at Consumers Energy Company's option undertake the defense of, any and all claims, losses, liability and damage (including environmental harm) and including reasonable attorney's fees which Consumers Energy Company might sustain or incur or which might be asserted against Consumers Energy Company as a result of the services provided under this contract, whether based on warranty, contract, tort (including negligence), strict liability or otherwise. The provisions of this Section 5 shall survive the termination or expiration of this Agreement.

6. **Limitation of Liability:**
   The total liability of Consumers Energy Company, its agents, employees, vendors and contractors including the Michigan Forestry & Park Association, Inc. with respect to any and all claims arising out of this contract including the performance of obligations in connection with the services hereunder, whether based on contract, warranty, tort (including negligence), strict liability or otherwise, shall not exceed $5,000 and shall in no event include incidental or consequential damages of any nature. This Limitation of Liability section shall prevail over any conflicting or inconsistent provisions contained herein or in any other applicable document and shall be in effect even if the remedy or remedies set forth herein fail their essential purpose.

7. **Assignment and Subcontracting:**
   Any assignment of this contract or any part thereof by the Grantee without the previous written permission of Consumers Energy Company shall be void and of no effect.

8. **Changes in Contract:**
   The terms of this contract shall not be changed, superseded or supplemented, except in writing signed by a duly authorized representative of Consumers Energy Company and by a duly authorized representative of Grantee.

9. **Governing Law:**
   This contract shall be deemed a Michigan contract and shall be construed in accordance with and governed by the laws of the State of Michigan. This Contract is intended for the benefit of the parties hereto and does not grant any rights to any third parties unless otherwise specifically stated herein.

10. **Entire Agreement:**
    With respect to the subject matter hereof, this contract supersedes all previous representations, understandings, and negotiations, either written or oral, between the parties hereto or their representatives and constitutes the entire contract between the parties. No part of any purchase order, request for proposal or other document issued by the Grantee shall be binding upon Consumers Energy Company or affect its rights or obligations hereunder unless signed by a duly authorized representative of Consumers Energy Company.

City Council Agenda Item Report

FROM: Ryan Cummins - City Manager

MEETING DATE: August 26, 2024

SUBJECT: Metro Wireless WiFi Proposal for Oval Beach

DESCRIPTION:

Limited to no cellular and internet service continues to be a problem at Oval Beach. Currently, there are limited landlines that Oval Beach staff use for credit card transactions and communication to City Hall and first responders.

The City has been working with AT&T for over a year to provide cellular service through installing antennae in the Mt. Baldhead radome. While AT&T continues to work diligently on this project, they are still attempting to get State Historic Preservation Office approvals.

Staff has worked with Lisa Mize of the Convention and Visitors Bureau (CVB) to identify additional communication options. Starlink is a newer, satellite-based internet access used around the world in both rural and urban environments. This was explored as a possible option to provide public Wi-Fi at the beach. Metro Wireless is an authorized Starlink provider and has provided the attached proposal and quote to provide Wi-Fi at the beach. The proposal includes the following:

- $15,000 one-time installation and equipment cost.
- $698/month charge for service and support for 36 months.

Metro Wireless has advised:

- The WiFi service will provide an estimated 2,000 users with Wi-Fi calling capability and the ability to send messages, stream music, share photos, and use the internet.
    - Streaming high quality video won't be supported due to the amount of data usage.
- Staff use can be prioritized.
- The equipment is made for all weather conditions.
- This equipment has been deployed in a variety of settings including large golf courses and marinas.

- Once approved, the service can begin within 3-4 weeks.

Help with Funding
The Convention and Visitors Bureau reviewed the proposal at their recent meeting and voted to provide $15,000 to cover the upfront installation and equipment cost.

Other Follow Up from Workshop
AT&T was advised that the City is pursuing this Wi-Fi option for the beach.

Staff also notified the Fire Department and Sheriff's Office of the plans. Both were supportive.

SwimSmart communication towers were briefly discussed at the workshop. The Michigan Department of Natural Resources recently installed twelve of these at the Grand Haven Start Park. The cost was $570,000.

BUDGET ACTION REQUIRED:
A budget amendment will likely be needed for the contractual service. However, recent price increases in Oval Beach passes will more than cover the cost.

LEGAL REVIEW:
Legal has reviewed the terms of the agreement and recommended amendments are included.

SAMPLE MOTION:
Motion to approve the Metro Wireless proposal, terms, and conditions for Wi-Fi at Oval Beach.

METRO WIRELESS

PROPOSAL

Prepared for:
Ryan
Cummins
City of Saugatuck

Created by:
Tom
Benson
Metro Wireless

METRO WIRELESS
23840 Dequindre Road
Warren, MI 48091
www.metrowireless.com

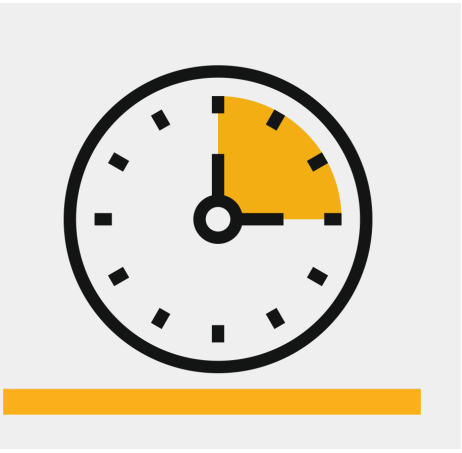
ACCELERATE YOUR NETWORK

METRO WIRELESS

BETTER COMMERCIAL CONNECTIVITY

METRO WIRELESS'S MANAGED SERVICES

We provide fully managed solutions to ensure clients receive high performing and highly reliable connectivity. Read on to learn more about us and our solutions.



24/7 NOC SUPPORT



ON-SITE FIELD SUPPORT



REMOTE MONITORING

ABOUT METRO WIRELESS

Metro Wireless was founded by people who are passionate about delivering better commercial connectivity. Whether it's deploying fixed wireless to a construction site, overhauling a marina's managed WiFi deployment, or delivering SD-WAN bonded internet solutions to rural users, Metro Wireless is a carrier that's fit to be flexible.

As a client or partner, you are not just a number. We're a team that's big enough to deliver yet small enough to care. We're acutely aware of how our solutions impact our community, whether that's here in Metro Detroit, or anywhere nationally.

Metro Wireless believes strong relationships and high-quality client support are the most important part of what we do. In fact, it is why we have a locally based support team - so please excuse our midwestern accents!

Our core values dictate how we do business, with preserving integrity being the leading principle that drives us. So, whether it's for your small business, or your complex multi-site application, please consider us; we love rolling up our sleeves to help solution any type of need.

OUR SOLUTIONS

Metro5G · MetroLTE · MetroSIM · MetroBURST · MetroWAVE

MetroFIBER · MetroWAN · MetroDAS · MetroWIFI · MetroVOX

METRO WIRELESS

BETTER COMMERCIAL CONNECTIVITY

AWARD WINNING	OPERATIONAL EXCELLENCE	SIMPLIFIED PLATFORM
2022 Wireless Service Provider OF THE YEAR *Awarded by a Leading Telecom Channel Partner*	**Carrier agnostic connectivity** Enjoy the benefits of all cellular carriers with a single provider **Engineering with experience** Leverage our wireless expertise to ensure your success **Consolidated vendor management** One-stop shop for your needs	**Cloud management** Configure outage alerts, usage notifications, and view uptime reports **Simplified billing** Review and pay all current and past invoices from one platform **Asset management** Single point of access for all of your assets

MAJOR CARRIER SUPPORT

verizon T-Mobile at&t uscellular

TRUSTED BY ORGANIZATIONS JUST LIKE YOURS

- Construction Sites
- Large Utility Cos.
- Hospitality Chains
- Large Conferences
- Int'l. Automakers
- Medical Practices
- Oil and Gas
- Government

CUSTOMER TESTIMONIAL



Robert Michael Roy
Sr. Director of Information Technology
Iroquois Industries Inc.
A Tier 1 Automotive Supplier

Metro Wireless has been a trusted partner of Iroquois for many years.
They provide us wireless bandwidth, cellular boosters for our plants, and dial tone. Theirproducts/services are rock solid and their people are a joy to work. We've challenged them to provide services in difficult geographic locations and they deliver. "

- Robert Roy, Customer Since 2018

METRO WIRELESS

BETTER COMMERCIAL CONNECTIVITY

Requested By:
City of Saugatuck
(269) 857-2603
rcummins@saugatuckcity.com

Prepared By:
Tom Benson
tbenson@metrowireless.com
313-307-6402

Proposal Valid:
2024-07-24
2024-10-05
Internal Use:
006Qk00000APzFRIA1

Service Description	Term	QTY	NRC	MRC
MetroWiFi - Professional Installation	Labor	1	$5,000	$0.00
MetroWiFi - Equipment	Purchase	1	$10,000	$0.00
MetroWiFi - Remote Managed WiFi Service	36 Month Term	1	$0	$99.00
Managed Starlink - Fixed Site Priority - Unlimited Starlink Standard Data - Priority 1Tb	36 Month Term	1	$0	$599.00
DHCP - Included No Charge	Coterminous	1	$0	$0.00
Starlinki Dish J-Mount	Purchase	1	$150	$0.00
Starlink Pipe Adapter - For J-Mount and Ballast-Mount Installations	Purchase	1	$150	$0.00
Service Address(es): Oval Beach				

Total Recurring Charges (MRC)	$698.00
Upfront Charges (NRC) DUE NOW	Depends on selections

Solution Comparison	Starlink Direct	Managed Starlink
24/7/365 US-First Support	Not Available	Included
Public Static IPs Available	Not Available	Starting $15, up to /28
LTE/5G Failover	Not Available	Included 1Gb, $15/Gb overage
Out-of-Band Management	Not Available	Included via LTE/5G
Cloud Management w/ Outage and Usage Alerts	Not Available	Included
SD-WAN Available	Not Available	Starting $29/mo, up to 2Gbps



Metro Wireless

City of Saugatuck – Oval Beach WiFi

July 2024

MacRay Harbor Proposal Overview

Metro Wireless presents this Managed Wi-Fi solution design and recommendations for the City of Saugatuck's Oval Beach.

The configuration, identified mounting positions and associated Wi-Fi equipment for this project are based upon data gathered through a physical on-site survey and remote design efforts using input from Cambium, the proposed wireless hardware manufacturer.

Our proposed solution would require fewer than 30 days for procurement, provisioning, and installation, allowing an on-time delivery for Labor Day weekend.

The pricing detailed in this proposal is valid for 30 days.

Who we are

Our story

- **Owner-operated** wireless solution provider established in 2013
- **Nationally offer carrier-agnostic managed wireless solutions** to ensure business continuity
- **Channel focused sales team** to support partners in solutioning end user needs
- 24/7 client service NOC from a **US-first support team; averaging 9.6/10 CSAT score; 4.9/5 Google rating**



Headquartered in Detroit, MI

Our Core Offering

Metro5G / SIM	Multi Carrier Wireless Internet Services
MetroDAS	Commercial Cellular Coverage solutions
MetroVOX	Hosted PBX, SIP & UCaaS Services
MetroWIFI	Managed WiFi Solutions
MetroBURST	Fixed Wireless Internet up to 200Mbps
MetroWAVE	Fixed Wireless Internet up to 10Gbps
MetroFIBER	Fiber Optic Network Services
MetroWAN	SD-WAN Data Services

Our Competitive Differentiators

1. We **offer unlimited, unthrottled data plans across all tier 1 cellular providers**
2. Offer **SD-WAN** including voice prioritization to eliminate VOIP drops under failover conditions
3. Available white-glove install process to **ensure high speeds and reliability even in challenging use cases**

Marina Client Referrals

“I selected Metro Wireless to partner with to deliver a solid WiFi solution for Mayea Marina in 2017. Now, six years later, that same system is running well without issue. I wouldn’t hesitate to partner with them again for another WiFi project.”

- Drew Stuart, Owner, Traverse Team

“It is rare, especially these days, that we can recommend a vendor. We have brought Metro Wireless (MW) into many clients. The owner and his team focus on doing the right thing for the customer and not recommending things they do not need. They take the time to come on-site and fully understand the challenges.

A perfect example is the Detroit Yacht Club. The building is over 100 years old and requires a unique skill set to work in a building that old. On one project we needed fiber optic cable installed to expand their WiFi coverage. From my perspective other vendors saw it was a private yacht club, unlimited funds, and their quotes reflected it. MW came in at almost half the budget, delivered on time, on budget, and with a better design.”

- Alexander Schwallbach, Owner, AGS

What we learned during our site survey, and what we recommend

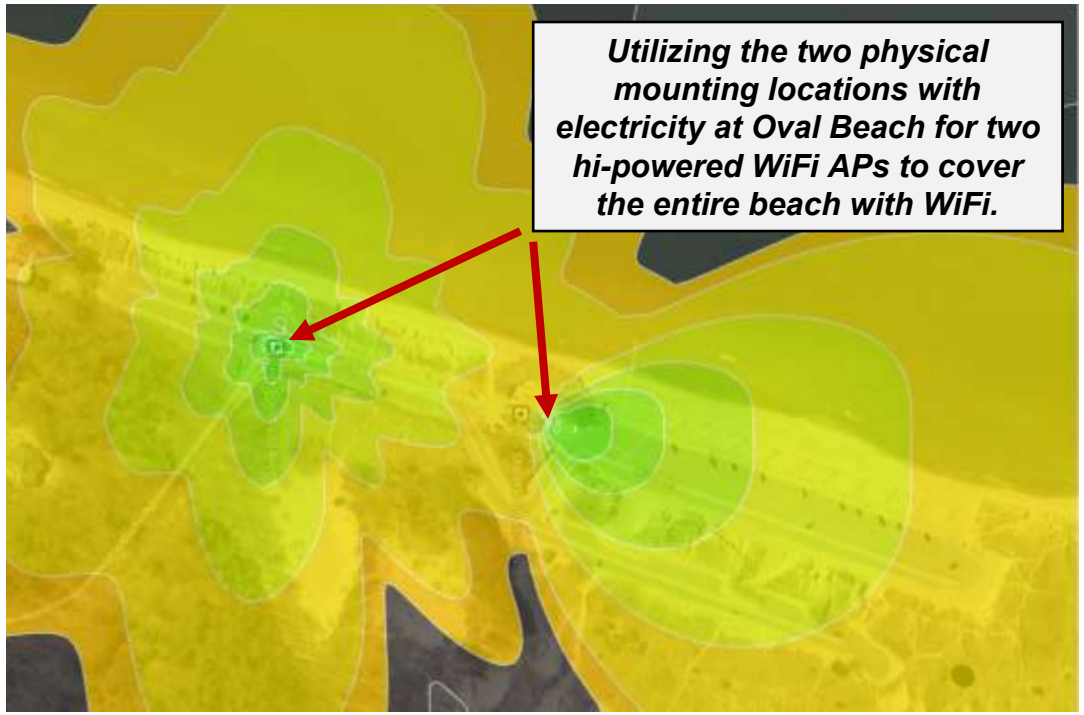
What we learned

- City of Saugatuck is challenged with **little to no cellular connectivity at the primary beach location within their city, Oval Beach**; leaving visitors and lifeguard staff without reliable communications during an emergency
- **No traditional wireline ISP options** (e.g., coax, fiber) is available to provide backhaul internet connectivity at oval beach
- There are existing copper POTS line(s) at Oval Beach, but it's widely known that **phone carriers discontinuing POTS lines over time**, which would leave the City of Saugatuck without means of critical safety communications

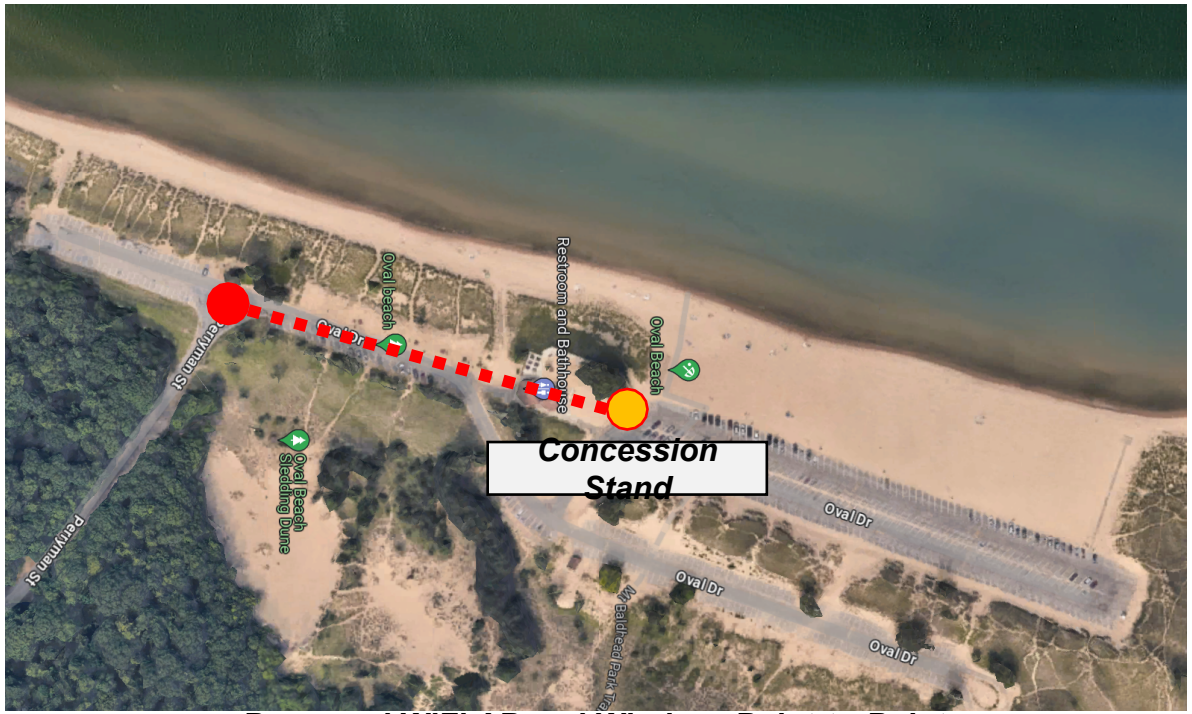
Our recommendation

- We **propose a Managed WiFi solution at Oval Beach**, with **backhaul internet provided by a Commercial Starlink connection**, all installed and managed by Metro Wireless by Labor Day weekend 2024
- This will **provide reliable internet connectivity** such that people could make WiFi calls, and other types of communications at Oval Beach
- We recommend leveraging commercial grade **outdoor long-range WiFi access points to provide blanket coverage across Oval Beach**
  - Options for monetization, as well as silo'd guest/public vs staff WiFi networks exists

Proposed backhaul and WiFi network design



Predicted WiFi Coverage Post Installation



Proposed WiFi AP and Wireless Point-to-Point Backhaul

Legend

- Long Range Outdoor WiFi Node
- Long Range Outdoor WiFi Node w/ Commercial Starlink
- Wireless PtP Connection

Proposed WiFi and Network Hardware

Commercial Starlink

- **We propose a Commercial Starlink connection**, provided and managed by Metro Wireless, to feed internet connectivity to the Oval Beach WiFi network
- **Commercial Starlink is a faster and more reliable tier** of Starlink's well known residential internet service
- A single connection can **offer ~220Mbpsx25Mbps** with <50Ms latency
  - Options exist to **bond multiple Starlink dishes together for faster aggregate speeds**



Typical Commercial Starlink Deployment

Cambium WiFi + Wireless Point-to-Point Hardware

- We propose using Cambium hardware for both the WiFi as well as the wireless point-to-point bridge, allowing for **single-pane-of-glass management**
- **Cambium offers enterprise grade WiFi hardware** including far reaching outdoor WiFi APS and a commercial feature set to manage the installed network



Cambium Long Range Outdoor WiFi Access Point



Cambium Wireless Point-to-Point Radio



Cambium Network Firewall

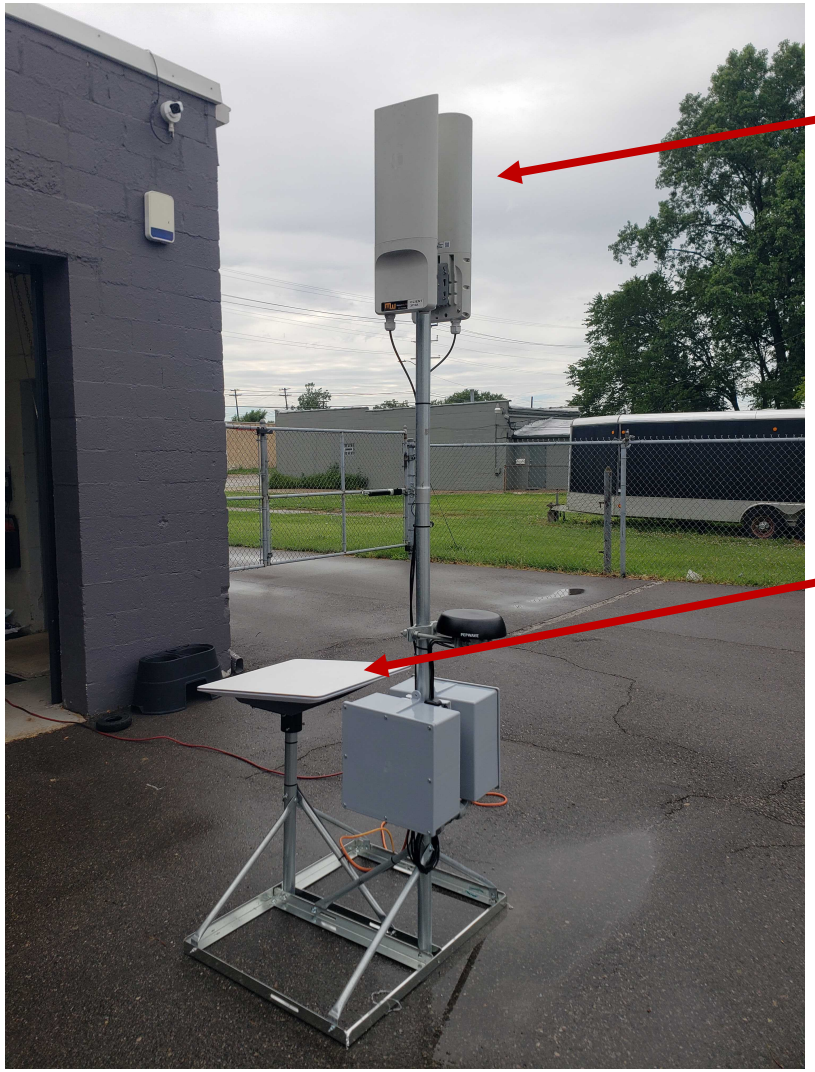
Pricing Overview

- $15k installation cost, inclusive of all Cambium WiFi and Network Hardware and High Performance Starlink Dish, as well as installation costs
  - Ø Install can be completed by Labor Day 2024 if 50% deposit received by 8/7

- $699/Mo for Starlink internet connection as well as 24/7/365 management of WiFi and wireless point-to-point network; 36Mo term
  - Ø Metro Wireless is willing to include management of silo'd guest/public and staff networks, as well as management of WiFi monetization at this pricing
  - Ø Starlink and network management must be utilized year-round

Appendix

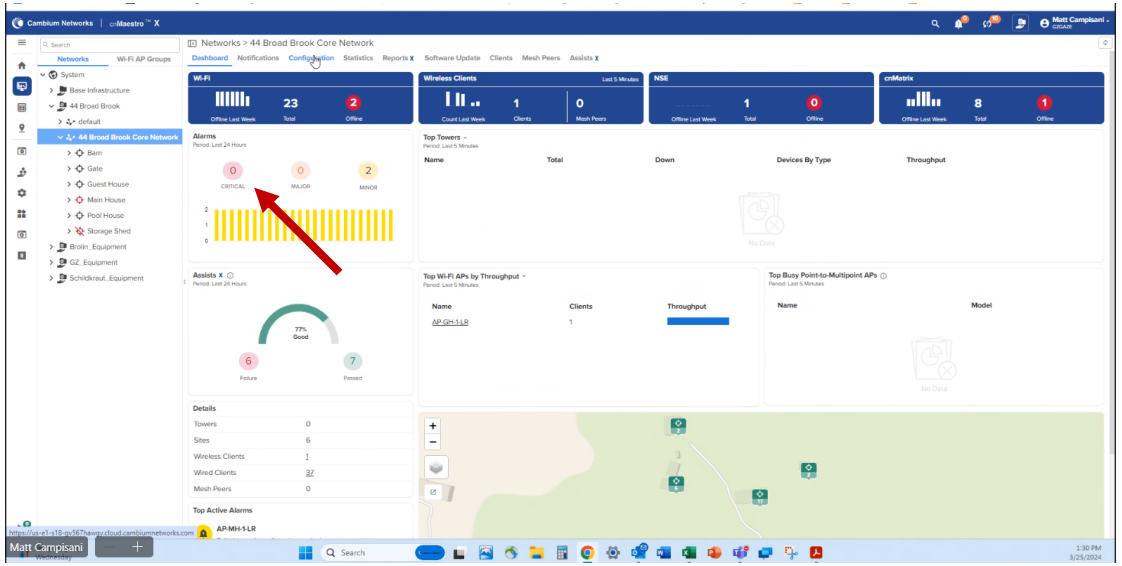
Mockup of a similar outdoor WiFi and Commercial Starlink installation



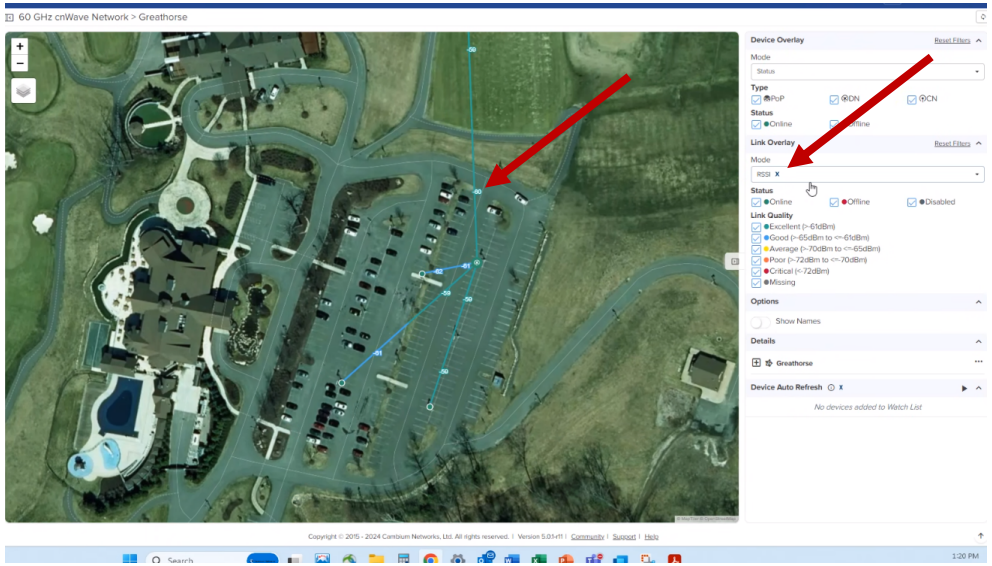
Cambium long range outdoor WiFi access points

Commercial High Performance Starlink Dish

Selected screenshots, cnMaestro X

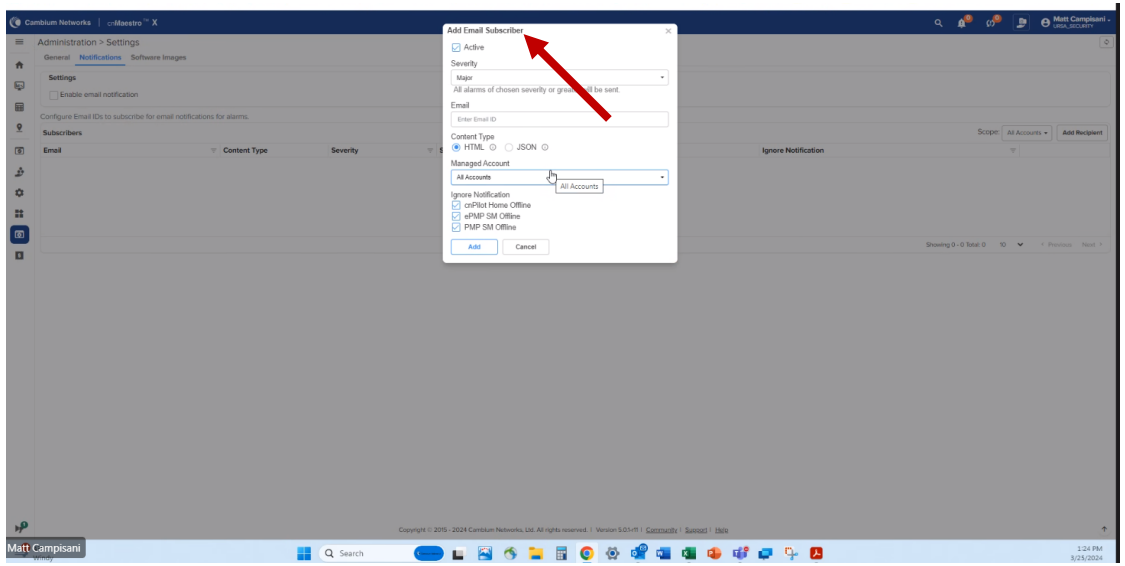


Cloud Portal Homepage

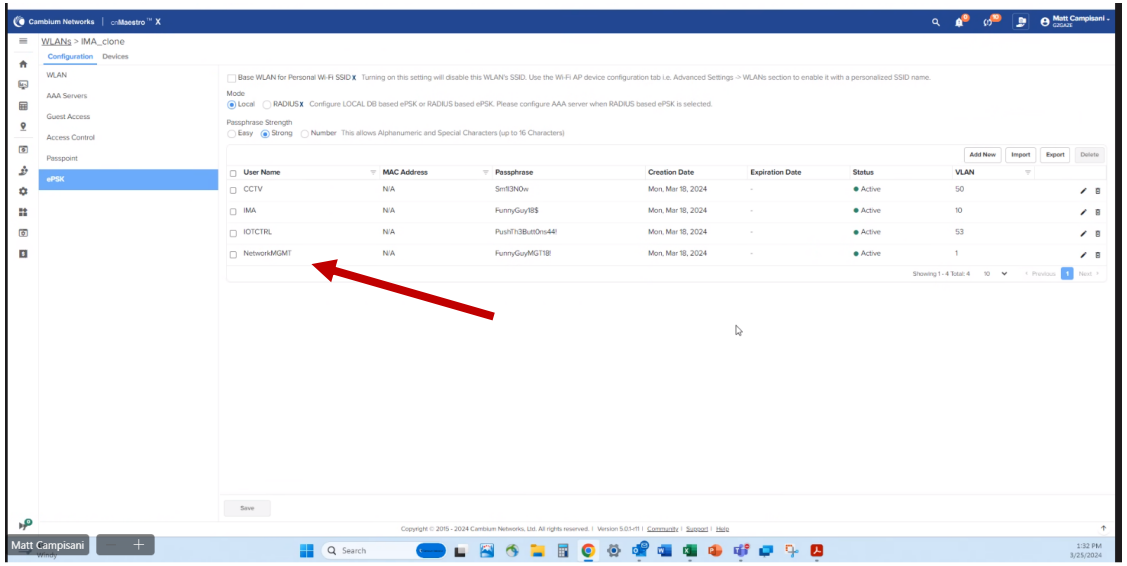


Backhaul Network Monitoring

Selected screenshots, cnMaestro X

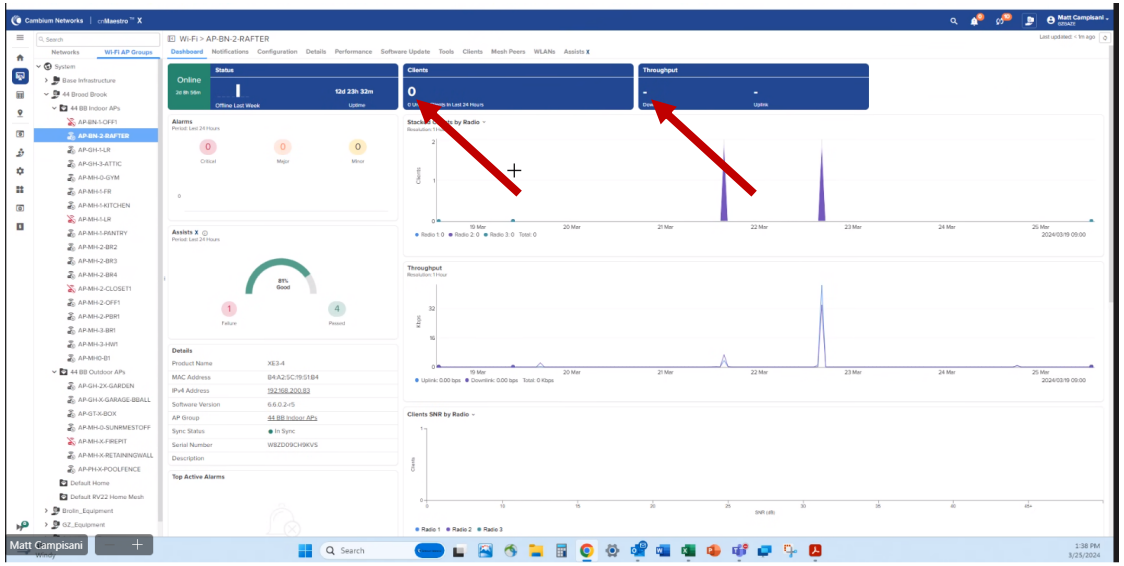


Proactive Email Alerts

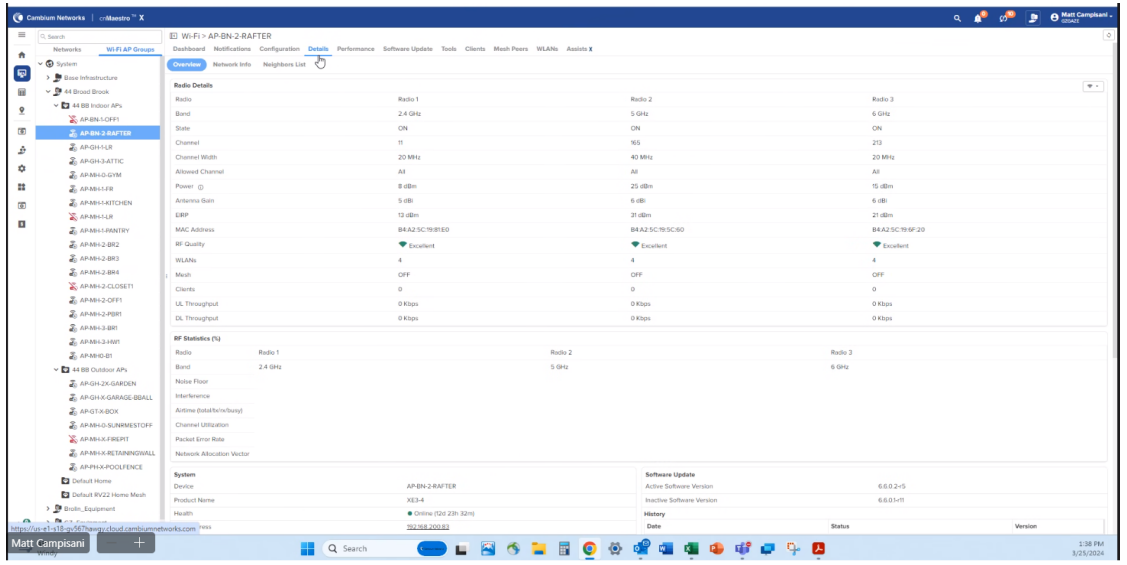


ePSK Profiles *(every member has their own 'network')*

Selected screenshots, cnMaestro X

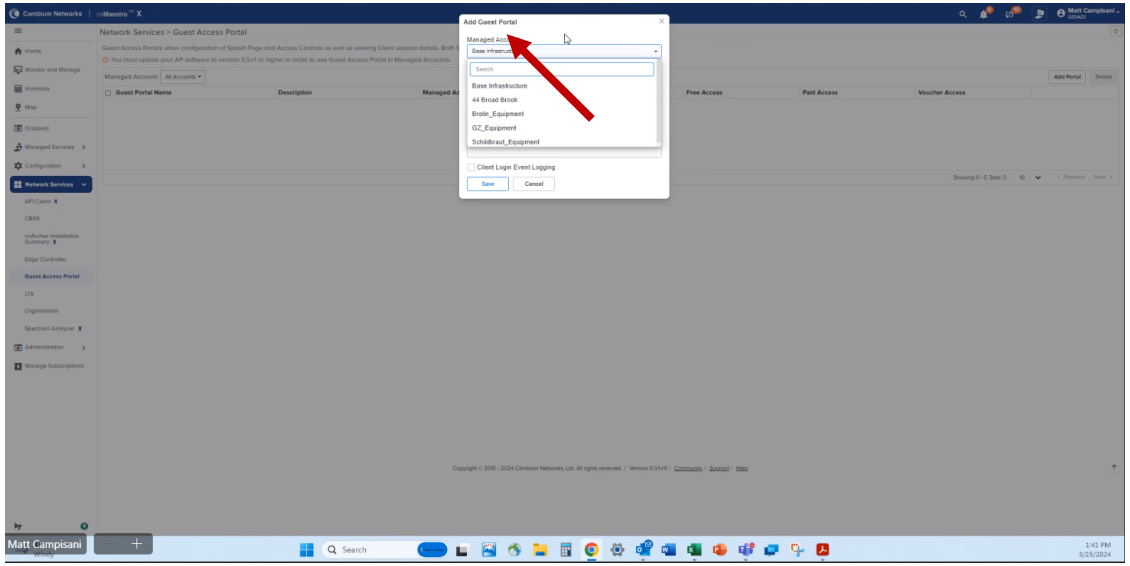


WiFi AP Level Monitoring & Management

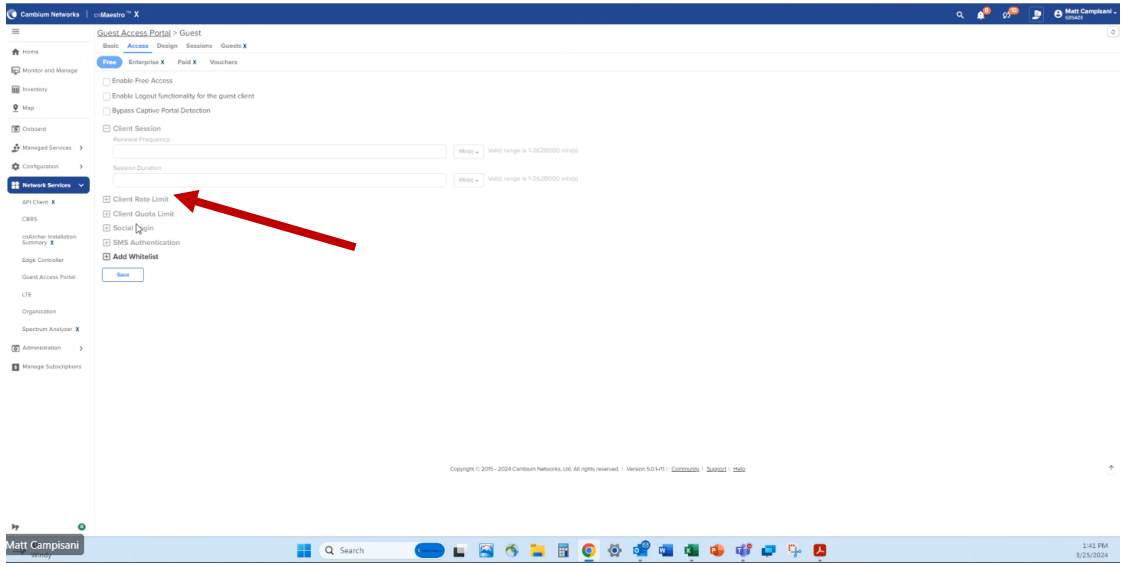


WiFi AP Level Detail

Selected screenshots, cnMaestro X

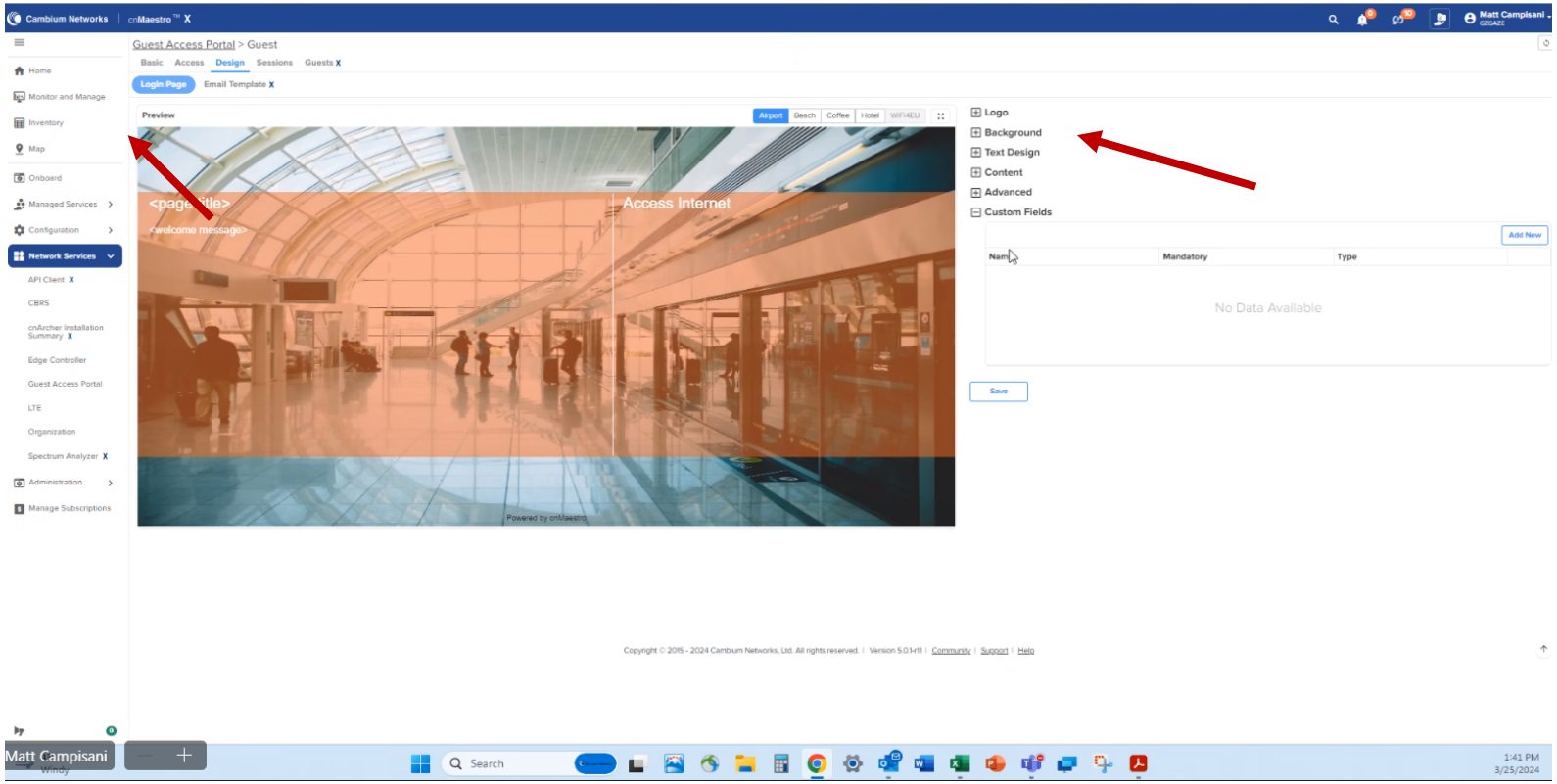


Guest / Paid Portal Launcher



Guest / Paid Portal Configuration

Selected screenshots, cnMaestro X



Portal Designer

METRO WIRELESS

BETTER COMMERCIAL CONNECTIVITY

CLIENT INFORMATION

FULL LEGAL NAME OF RESPONSIBLE ENTITY	SERVICE ADDRESS(ES)
	Oval Beach

MASTER CONTACT	NAME	EMAIL	PHONE	FULL ADDRESS
Account Super User (All Access, Tickets and Alerts)				

AUTHORIZED CONTACTS	NAME	EMAIL	PHONE	FULL ADDRESS
ACCOUNTS PAYABLE				
SUPPORT ☐ BILLING ☐				
SUPPORT ☐ BILLING ☐				

SHIPPING CONTACT	NAME	EMAIL	PHONE	FULL ADDRESS
Please fill out if you are having equipment shipped to your site				

Special customer notes, details, and/or requests

I hereby agree to all pricing, commitments, terms and conditions of this agreement. By signing this document I also confirm that I am authorized on behalf of the company listed below to commit to services on behalf of the business.

City of Saugatuck

Sign Above

Print Above

Date Above

National Telecom LLC dba Metro Wireless

Sign Above

Print Above

Date Above

METRO WIRELESS

BETTER COMMERCIAL CONNECTIVITY

Please select your method of payment via CHECK BOX and fill out the related fields before signing.

☐ **Autodraft ACH - Default Payment Method**

Please complete and sign this authorization form. All fields are required. Due to third party vendor software, Metro Wireless only supports ACH payments on an autopay basis. You may cancel this automatic billing authorization with 30-days' notice by contacting us.

Account Type	CHECKING
Account Number	
Routing Number	

You authorize regularly scheduled charges to your checking/savings account. You will be charged the invoice amount for each billing period. A receipt for each payment will be provided to you and the charge will appear on your bank statement as an ACH debit from "National Telecom". You agree that aside from receiving your monthly invoice, no additional notification will be provided. Please contact us at billing@metrowireless.com if you wish to cancel your recurring ACH payment.

☐ **Autopay Credit Card**

A 3% processing fee applies to all credit card payments.

Name: As it appears on card	
Card Type:	
Credit Card #	
Expiration Date	**CCV:**

☐ **Mailed Check**

A $5.00 check payment service fee applies to all invoices paid by check.
Please make your check payable to "Metro Wireless"
Please mail your check to: Metro Wireless 23840 Dequindre Rd, Warren MI 48091

_____ Sign Above

_____ Print Name Above

_____ Date Above

Late paid invoices incur a 3% late fee!

METRO WIRELESS

METROSLA
SERVICE LEVEL AGREEMENT

METROLTE, METRO5G, METROSKY

Service	SLA
Last Mile Connectivity	99.95%
IP Network Connectivity	99.95%

Last Mile Connectivity

Metro Wireless guarantees that access to the Internet should be available at above stated percentage of time in a given month. Network uptime includes all owned and operated Internet Protocol (IP) routing network infrastructure including switches, routers, and cabling. In the case of unavailability credits shall be applied as listed in SLA.

IP Network Connectivity

Metro Wireless operates a core IP network throughout redundant data centers. All circuits provided are capable of redundant-routing to multiple BGP blended carrier access. This ensures that there is never a single path to the Internet in the case of a long haul failure by a Tier 1 Internet transit provider.

General Terms Governing Interruptions in Service

Interruptions in Service that are not caused by Customer, or during which Metro Wireless does not provide a satisfactory replacement Service, may be credited to the Customer for the part of the Service that the interruption affects. Credit allowances will only be made when an interruption occurs because of a failure of any component furnished by Metro Wireless. An interruption period begins from the time Customer's Service is reported or is found to be out of Service. An interruption period ends when the Service, facility or circuit is operative. If You report a Service, facility or circuit to be inoperative but decline to release it for testing and repair, it is considered to be impaired, but not interrupted. For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

Limitations on Allowances

No credit allowance will be made for: (a) interruptions due to the cause of, negligence of, or noncompliance with this Agreement or any posted policy of Metro Wireless by, You or Your Users; (b) interruptions of Service during any period in which Metro Wireless is not given full and free access by Customer to Customer's facilities and equipment for the purpose of investigating and correcting interruptions;(c) interruptions of Service during a period in which Customer continues to use the Service on an impaired basis; (d) interruptions of Service during any period when Customer has released Service to Metro Wireless for maintenance purposes or for implementation of an Order placed by Customer for a change in Service arrangements; and (e) interruption of Service during a time period in which Metro Wireless provides a satisfactory replacement Service.

Cancellation for Service Interruption

Cancellation or termination of Customer's active Service due to Service interruption is permitted only if any circuit experiences a single continuous outage of 7 days or more or cumulatively for 14 days within a continuous 12-month period. The right to cancel Service under this provision only applies to the single circuit that has been subject to the outage.

Credit Request and payment

A support ticket is required to be opened with support@metrowireless.com, by the customer, at the time of the outage. This ticket is necessary when requesting credit to calculate the outage time frame.
Customers may apply for an SLA credit by submitting a request to billing@metrowireless.com, within (7) seven business days of the initial outage. Valid credits will be applied to Customer's invoice within two billing cycles after receipt of Customer's request.

Up to one hour = 1 hr credit

> 60 minutes = 1-day credit aggregate duration of outages during a 30-day period

> 8 hrs = 1-week credit aggregate duration of outages during a 30-day period

> 72 hrs = 1-month credit aggregate duration of outages during a 30-day period

Force Majeure and Internet Frailties

Any delays in or failure by either party in the performance of any obligation under this Agreement shall be excused to the extent that such failure or delay is caused by occurrences beyond such party's reasonable control, including acts of God, storms, hurricane, earthquakes, riots, war (whether declared or not), sabotage, interruption or failure of telecommunication or digital transmission links, Internet slow-downs or carrier equipment and tower failures, and any other cause that cannot reasonably be foreseen or controlled by such party. Each party acknowledges that the Internet consists of a series of networks that are subject to failures and errors. In no event shall either party be liable for or as a result of any such failures or errors.

TERMS AND CONDITIONS

This Agreement sets forth the terms of Your agreement to purchase services ("Service") provided by National Telecom LLC dba Metro Wireless. ("MW") under a term plan according to prices, quantities, terms and conditions set forth herein and in Your Order Form ("Order"). As used herein, ("You") or ("Your") refers to the customer.

Rates. Monthly Recurring Charges ("MRCs"), usage charges and Non-Recurring Charges ("NRCs") are based on term plan rates and fees in effect at the time Service is ordered, as set forth on the Order, plus any applicable taxes and fees imposed by law.

Term and Expiration. The terms of this Agreement become effective upon execution. Your Service term begins at the time Service is activated. Service activation occurs once the Service is available for use by You. This Agreement may be renewed for the same duration as the initial Agreement thereafter (each a "Renewal Term") upon You providing thirty (30) days prior written notice to MW of Your intent to renew.

Term Plan Change. Prior to the completion of Your Service term, You may renew Your Service term or change to a different Service term without incurring early termination charges, provided the new Service: (i) is for an equal or greater number of circuits than the number ordered herein, (ii) the new Service MRC is higher, and (iii) You receive written approval from an authorized MW representative authorizing the term plan change.

Installation and Move (Fixed Wireless & Fiber Only). You must have Your phone/data vendor on site during the actual service conversion/porting. If the porting date is rescheduled by You or Your vendor, a fee may apply. You are responsible for connecting MW Internet service to Your data network. Router equipment provided by MW is unmanaged and will remain the property of MW. You must provide a grounded electrical outlet for installation of equipment. Integrated and analog circuits are loop start. By entering into this Agreement, You affirm that MW is authorized by the property owner of the installation site to install the necessary devices to provide the Service to You and that You will cooperate with MW to coordinate and gain whatever approvals and rights of access may be necessary to provide the Service to You. MW will not be responsible for DMARC extension or inside wiring charges. In the event that You move Your Service to a new location, You will not incur early termination charges provided termination of the old circuit and installation of the new circuit are ordered to occur concurrently, but NRCs may apply and Your MRC may be adjusted based upon the new location.

Typical Installation (Fixed Wireless Only)
Non-Penetrating Ballast Mount Install, Outdoor Ethernet Run <330', Ethernet Terminations, Ethernet or Fiber Handoff at DMARC, Router Installation.

Examples of Out of Scope Installations (Fixed Wireless Only)
Conduit Installation at Customer/Manager Request, Fiber Optic Cable Installation (by request), Cable Runs from Antenna to DMARC >330', Detailed Scope or Drawings Required by Landlord, Unusual Insurance Requests, Excessive Delays Due to Building Access Problems After Install Start, Other Special Request.

Change Orders Due to Out of Scope Installations. In all cases where out of scope work will be performed, Metro Wireless will notify customer for approval before any work begins unless it is an emergency request. Customer will have ample period to permit installation to move forward before work commencement.

Credit Approval, Billing & Payment. You agree to allow MW to conduct a credit check and Service installation is contingent upon having a satisfactory credit history. Billing for services will begin as of the initial scheduled port/install date and billing accrues through and includes the day that the Service is discontinued. For colocation services, billing will occur as soon as electricity is installed and available for use in Your cabinet. If service is disconnected by MW in accordance with these policies and is later restored, restoration of service will be subject to all applicable restoration and installation charges. If You have an open balance that is owing past the due date and which has not been disputed, MW may apply late charges each month equal to 1.5% of the total outstanding amount "not including current activity". If You have an open balance that has not been disputed which is past due for a period of 60 days or more, MW may cancel Your service and continue to collect on the amount then owing. For colocation customers, if service is cancelled by MW for non- payment, MW may withhold all equipment located in Your cabinet(s) until payment is made in full. This remedy shall be in addition to any other solution contained herein or implied by law and shall not constitute an election of remedies. MW charges a fee of $5 per month for the delivery of paper invoices. For Paper Billing, E-mail: billing@metrowireless.com and include Your name and account number.

Billing Disputes. If You dispute a term or amount on an invoice, You must do so in writing within 30 days from the invoice date. Disputes must be sent in writing to: E-mail: billing@metrowireless.com Address: 23840 Dequindre Rd. Warren, MI 48091. Disputes must be reasonable and made in good faith. You must pay the portion of Your bill that is not in dispute. If You pay the amount of the invoice that is not in dispute this will not be deemed to constitute acceptance of the portion of the invoice that is in dispute.

Collections. Reminders will be sent electronically for invoices which are 15+ days late. Invoices 30+ days late will receive electronic reminders and phone calls. If You have an open balance that is owing past the due date and which has not been disputed, MW may apply late charges each month equal to 1.5% of the total outstanding amount "not including current activity". If You have an open balance that has not been disputed which is past due for a period of 60 days or more, MW may cancel Your service and continue to collect on the amount then owing. Accounts that are 90+ days overdue will be given to a third-party credit collector at which time we cannot resolve the account and all inquiries must be with the collector. Contract terms are sent to a third-party collection company. Customer will be responsible for any additional collection agency and legal fees associated with obtaining open and unpaid invoices. Any remaining equipment costs will be added to the account. If company in contract goes out of business, personal guarantees may be in effect for payment collections to term to creditors if debt cannot be collected from the business.

Tariffs. In the event of conflict or discrepancy between provisions of this Agreement and provisions of the applicable tariff, the provisions of the tariff will prevail.

Fraudulent Activity. You agree to pay for all charges for international, local, and long-distance, including but not limited to those placed by You or Your customers, and those that are a result of fraudulent activity, fraudulent international calling, or a compromise of Your system's security resulting in increased consumption of Services. In addition, You agree that MW is not responsible for the security of Your company's network equipment and You agree to pay for all bandwidth consumption charges and expenses that are a result of fraudulent activity or a compromise of Your network or equipment that is not provided by MW, that result in increased consumption of Services.

Acceptable Use Policy. MW will impose an Acceptable Use Policy (the "AUP") regarding Your use of the Service . For all other terms and conditions relating to the Service, the AUP will control. You agree to fully abide by the AUP and impose its policies on Your customers to the extent necessary to ensure compliance. If there is a conflict between the Terms and Conditions and the AUP, the Terms and Conditions shall control.

SLA. MW will provide the Service to you in accordance with its standard Service Level Agreement (the "SLA"). The parties agree to incorporate MW's SLA into this agreement.

Early Termination. Termination After Service Activation. In the event that MW fails to materially perform its obligations under this Agreement, You may terminate this Agreement for cause and incur no termination fees described herein. MW's failure to complete installation within sixty (60) days from execution of this Agreement shall constitute such failures. In the event You terminate the Service in whole or in part after Service activation but prior to the expiration of the term plan without cause (except as otherwise permitted in this Agreement), You will be liable for an early termination charge calculated as: the MRC times the remaining months of the Service term times seventy-five (75%) percent. In addition, upon early termination, if installation or NRCs were waived, those charges may be charged back to You. If Service is provided via Fiber Optic Facilities, Wireless Facilities, or Third-Party Provider, Your liability for early termination will be equal to one hundred percent of Your MRC for the Service times the remaining months of Your Service term. Metro Wireless reserves all rights and options to discontinue service without penalty if service cannot be provided due to circumstances out of its control at any given time. If service is canceled for any reason other than nonpayment or performance, you may request refund of partial or all NRC funds on applicable products. All NRCs will be refunded.

Regulatory and Legal Changes. In the event of any change in applicable law, regulation, decision, service guide, tariff, rule, or order that materially increases the costs or other terms of delivery of Service, the parties agree to renegotiate the rates to be charged herein to reflect such increase in cost and, in the event that the parties are unable to reach an agreement respecting the new rates within thirty days of MW's written notice requesting renegotiation, then (a) MW may pass such increased costs through to You, and (b) if MW elects to pass such increased costs through to You, You may terminate the affected Service without termination penalty by delivering notice of termination no later than thirty days after the effective date of the rate increase.

Property Rights. MW owns all rights, title and interest in MW trade names, Service marks, inventions, copyrights, trade secrets, patents, and know-how relating to the design, function, or operation of plans and of the hardware and software systems and resources necessary to provide the individual Service elements of which they consist. This Agreement does not constitute a license to You to use MW's trade names or Service marks.

Personal Property Taxes. Intrastate and Interstate Traffic. You will be solely responsible, where applicable, for paying local and state personal property taxes associated with Your equipment stored in a colocation facility rented or owned by MW. In the event that MW is required by a governmental authority to pay property taxes on Your behalf, MW will have the right to be reimbursed by You for such amount. You must reimburse MW within 30 days of written notice that a tax has been paid on Your behalf by MW.

Partial Invalidity, Waiver. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the remaining provisions will nevertheless remain in full force and effect. MW agrees to renegotiate in good faith any term that is held to be invalid. One or more waivers of a breach of the terms and conditions of this Agreement shall not constitute a waiver of any future breach thereof.

Applicable Law. Venue and Jurisdiction. Dispute Resolution. This Agreement shall be subject to and governed by the laws of the State of Michigan. Any legal action arising out of this Agreement shall be exclusively initiated within the State of Michigan, Allegan County Circuit Court or the Federal District Court for the Western District of Michigan.

Entire Agreement. Modifications. Authority. This Agreement sets forth the entire Agreement and understanding between the parties and merges all prior discussion between them. This Agreement may not be modified except by the written consent of both parties. By entering into this Agreement You affirm that You are a duly organized, legally existing entity or duly authorized individual with authority to enter into this Agreement.

Risk of Loss. At all times, You will bear the risk of any loss, damage or destruction, whether by fire, water damage, theft or other casualty for: (i) Your assets, equipment or property, (ii) property of MW which is located on Your property (whether leased or owned) or within Your care, custody or control, or (ii) Your property that is located within a space rented by You in a MW data center. You will be solely responsible for insuring Your property and filing insurance claims for losses associated therewith. If MW is aware of loss or casualty to Your property, MW will immediately notify You, stating the extent of loss or damage incurred and the cause, if known. MW shall bear the responsibility for insuring and shall bear the risk of any loss, damage or destruction of MW's assets, equipment or property that is not within Your care, custody or control.

MW Equipment. Any equipment provided by MW, managed or unmanaged, will remain the property of MW. This includes, but is not limited to, routers, MetroLTE equipment, cables, antennas, mounts, and sim cards. All equipment must be returned to MW upon service termination by MW or customer, or charges will incur for the equipment or service, or both. Hardware should be secured in a safe manor and returned to our headquarters at 23840 Dequindre Rd. Warren, MI 48091, or delivered in person. Fees will apply for equipment or service, or both, if equipment is not in the possession of MW within 10 business days of cancellation. Customer has 10 business days from the final day of service to return the MetroLTE device to Metro Wireless as beyond the 10 days, billing at contracted rate will continue until the device is in MW possession. MW should be provided with tracking information upon shipment.

Shipments and Delivery of Equipment. Important: Please make sure your identified receiving person of contact and receiver along with address is correct before shipment occurs as the signed contract will be followed regarding time frames and shipment information. MW will not be responsible for incorrect addresses or non-named persons. We make every effort to ship your equipment safely and quickly and include insurance and tracking with all shipments. Signature confirmation available upon request. Ownership of packages turned over to USPS, Fed Ex, or UPS transfers to the customer named on contract. We are not responsible for lost, held, forwarded, transferred, misplaced, or damaged packages. We are not responsible for mis-delivery errors via carrier or incorrect shipping info. Any shipping issues must be handled by provided tracking carrier. Additional insurance is available to add to any shipment. We are responsible for your equipment until it reaches the carrier location and is scanned in. After that, it is out of our control. Insurance is to protect against loss or damage during shipping. In the case that your shipment is lost or damaged in transit; you are responsible to file the claim through the given carrier. We are not responsible for lost packages or for shipments sent to forwarding services, old addresses, or any non-deliverable addresses due to new builds or move ins. Once a package is confirmed delivered via tracking, receiving customer is fully responsible and liable for entire retail value and contents of package and postal insurance cannot be claimed. Price and costs of shipping are either covered by Metro Wireless International, Inc., or by customer in pre-determined situations depending on rate of speed and emergency. Please make sure that you triple check contact person and address and notify us of any special requests in advance as signed contract will be followed.

Telecommunications Service Priority. (Where Applicable) MW may provide Telecommunications Service Priority ("TSP") to You for a fee. TSP is a program that authorizes national security and emergency preparedness (NS/EP) organizations to receive priority treatment for vital voice and data circuits or other telecommunications services. In the event of an emergency circumstance, if You have TSP Service, MW may not be able to notify You in advance prior to undertaking additional expense on Your behalf to restore Your affected Service on a priority basis as a result of Your TSP enrollment. If You elect TSP Service, You agree in advance to pay for all charges reasonably incurred by MW to restore Your Service on a priority basis during an emergency circumstance as a result of Your TSP enrollment.

Transfers and Assignments. You may not assign or transfer your rights or duties in connection with the Services and facilities provided by MW without the prior written consent of MW. All transfers of rights or duties herein, without the advanced permission in writing of MW, shall be void and unenforceable as a matter of law. MW retains the right to assign MW's ownership interest in this agreement or its assets, for example in the case of a company sale. MW will not assign or transfer its obligations under this Agreement without Your prior written consent.

No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever.

I hereby agree to all pricing, commitments, terms and conditions of this agreement. By signing this document I also confirm that I am authorized on behalf of the entity listed below to commit to services on behalf of the Township/business.

City of Saugatuck

Signature: _____

Title: Lauren Stanton, Mayor
City of Saugatuck

Date: _____

Signature: _____

Title: Jamie Wolters, Clerk
City of Saugatuck

Date: _____

National Telecom LLC dba Metro Wireless

Signature: _____

Print Name: _____

Date: _____

City Council Agenda Item Report

FROM: Ryan Cummins, City Manager

MEETING DATE: August 26, 2024

SUBJECT: Ordinance No. 240826-A - Zoning Ordinance Amendment to Impose Maximum Limits on the Number of Short-Term Rentals in Specific Zoning Districts, Establish the Effect of Such Limits on Existing Licenses, and Establish how Available Licenses will be Issued, to Protect the Public Health, Safety, and Welfare.

DESCRIPTION:

On June 19, the Planning Commission made the following recommendation to the City Council:

> *Motion by Anderson, second by Clark, that the Planning Commission recommend to Saugatuck City Council, the adoption of a 20% cap on short-term rental licenses in reach R1 Residential District calculated based on the number of dwelling units currently in that district, with a provision to grandfather all existing short-term rental licenses until the property is sold or otherwise changes ownership, and a provision for full-time residents with a PRE to be allowed to short-term rent their home for up to three (3) weeks per year.*
>
> *Yes: Anderson, Broeker, Clark, Gaunt*
>
> *No: Bagierek, LaChey, Chair Manns*

Staff reviewed the Planning Commission recommendation with the City Council. The Council was advised that if they were inclined to accept the Planning Commission's recommendation, staff recommended that a cap be implemented through amendments to the STR police power ordinance as well as a portion of the Zoning Ordinance. Therefore, the Planning Commission would, at a minimum, be required to hold a public hearing on the zoning amendment and make a recommendation on the same to Council.

After several public comments, review and discussion, the City Council passed the following motion:

Motion by Baldwin, second by Anderson to direct City staff to prepare the necessary ordinance amendments, resolution language and policy necessary to implement a cap on the total number of STR licenses that may be issued within the City's R-1 Residential districts consistent with the following:

- *The cap will be established by resolution of the City Council in an amount approximately equal to 20% of the dwelling units in each R-1 district.*
- *The cap will not operate retroactively, and existing STR licenses will remain valid unless there is a transfer of property or the license is revoked or lapses.*
- *The commercial property located at 560 Campbell in the Peninsula West district will be exempt from the caps, and any licenses granted to dwelling units at that address will not count toward the caps.*
- *Once available, new STR licenses will be issued by a lottery system.*
- *The Planning Commission will hold a public hearing on the zoning amendment necessary to implement the cap and will <u>not</u> assist with the preparation of the amendment to the STR police powers ordinance.*

Yes: Anderson, Baldwin, Dean, Mayor Stanton

No: Gardner, Muncey

Drafted Ordinances and Policy

Based on the Council's direction, a police powers ordinance amendment, zoning text amendment, and policy have been drafted. As currently drafted, the zoning and police-powers ordinance amendments are substantially identical. Two notable changes to consider from the motion above:

- The draft ordinances would exempt all ADUs from the maximum limits. This would allow single family dwellings that are owner occupied to apply for special land use approval to separately rent the ADU and not have a license application subject to the cap.
    - The current language would also allow a single-family dwelling that already has a STR certificate or license to not have an existing or new ADU be subject to the limit as the entire property still has to be rented under a single contract.
- The exemption of 560 Campbell is not included as a review of a prior consent judgement shows it would already allow the property to be exempt from the maximum limits.

Planning Commission Recommendation

The Planning Commission held a public hearing on the zoning text amendment on August 15. The Planning Commission passed the following motion recommending adoption of the zoning ordinance amendment:

> Motion by LaChey, Second by Anderson, to recommend adoption of the amendments to the zoning ordinance to impose maximum limits on the number of short-term rental licenses in specific zoning districts, establish the effect of such limits on existing licenses, establish how available licenses will be issued, and provide a mechanism for the City Council to adjust such maximum limits, to protect the public health, safety, and welfare of our community.
>
> *Yes: Anderson, Broeker, Gaunt, LaChey*
>
> *No: Bagierek, Chair Manns*

Change to Draft

Based on Council feedback at the workshop, the mechanism for City Council to adjust the maximum limits by resolution has been removed.

LEGAL REVIEW:

The City Attorney prepared the draft ordinances and policy. The City Attorney will be at the meeting to answer any questions.

SAMPLE MOTION:

Motion to approve Ordinance No. ___ to amend the City of Saugatuck's Zoning Ordinance to impose maximum limits on the number of short-term rental licenses in specific zoning districts, establish the effect of such limits on existing licenses, and establish how available licenses will be issued, to protect the public health, safety, and welfare.

CITY OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN

ZONING ORDINANCE AMENDMENT

ORDINANCE NO.240826-A

At a meeting of the City Council of the City of Saugatuck, Allegan County, Michigan, held at the City of Saugatuck Hall on August 26th, 2024 at 6:30 p.m., City Council Member _____moved to adopt the following ordinance, which motion was seconded by City Council Member _____.

An ordinance to amend the City of Saugatuck's Zoning Ordinance to impose maximum limits on the number of short-term rental licenses in specific zoning districts, establish the effect of such limits on existing licenses, and establish how available licenses will be issued, to protect the public health, safety, and welfare.

CITY OF SAUGATUCK, ALLEGAN COUNTY, ORDAINS:

SECTION 1. AMENDMENT TO ZONING ORDINANCE, SECTION 154.022(V): The City of Saugatuck Zoning Ordinance, Section 154.022(V) is amended to read as follows:

(V) *Short-term rentals*. Short-term rentals shall require a license pursuant to the City of Saugatuck's Short-Term Rental Ordinance, Chapter 99.5 of the City Code, and shall comply with the following requirements:

(1) Short-term rentals shall only be permitted in dwelling units that satisfy all the applicable requirements of this Chapter.

(2) Signs shall be subject to the applicable provisions of § 154.141 of this Chapter.

(3) Maximum limits on short-term rental licenses.

a. *Findings and purpose*. The City formed a task force, conducted studies, took surveys, and held public hearings to better understand the benefits and impacts of short-term rentals within the City. The City recognizes that while short-term rentals offer many benefits, short-term rentals are commercial in nature and that the over proliferation of short-term rentals may, among other things, be incompatible with, and may cause adverse impacts to, residential uses and the long-term residential character of certain zoning districts. The City also recognizes that its R-1 zoning districts are intended to promote and preserve single-family residential uses and are the most susceptible to the potential negative effects of the unchecked growth of short-term rentals. The City therefore finds that the public health, safety, and welfare will be best served by a maximum limit on the number of short-term rental licenses that may be

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approved in its R-1 zoning districts initially equal to approximately 20% of the total dwelling units in each R-1 district. It is the City's intent for this maximum limit to operate prospectively and to allow existing short-term rental licenses and certificates to continue to operate and renew, and to achieve such limits through attrition as licenses or certificates expire, are terminated, or are voided within districts that exceed the established limit.

b. *Initial maximum limit on licenses in R-1 zoning districts*. The initial maximum number of short-term rental licenses that may be issued in each R-1 Zoning District shall be established as follows:

   i. Community Residential R-1: No more than 67 licenses.

   ii. Peninsula West R-1: No more than 10 licenses.

   iii. Maple Street R-1: No more than 7 licenses.

   iv. Peninsula South R-1: No more than 11 licenses.

   v. Peninsula North (Duneside) R-1: No more than 3 licenses.

   vi. Peninsula North (Riverside) R-1: No more than 2 licenses.

c. *Effect of maximum limit.* When the number of short-term rental licenses and short-term rental certificates in a zoning district meets or exceeds the maximum number of licenses established for that district, the City shall not accept any additional applications for short-term rental licenses in that district until the number of active (e.g., not expired, voided, or terminated) short-term rental licenses and/or short-term rental certificates in that district falls below the maximum number, creating an available license. This maximum limit shall not be the basis for the termination or nonrenewal of an issued and otherwise valid short-term rental license.

d. *Accessory dwelling units.* Accessory dwelling units shall not be subject to the maximum number of licenses established herein, such that accessory dwelling units may be licensed as short-term rentals even if the current number of short-term rental licenses in the applicable zoning district exceeds the maximum limit. In addition, accessory dwelling units shall not be counted towards the total number of dwelling units in a district for the purposes of calculating the maximum limit of short-term rental licenses.

e. *Issuing available licenses.* The City shall develop a policy for providing notice of available short-term rental licenses and for receiving and approving applications for the same once the number of active short-term rental licenses in a zoning district falls below the maximum limit. When short-term rental licenses become available, submitted applications shall be selected for processing and

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approval through a random lottery.

SECTION 2. SEVERABILITY: Should a court of competent jurisdiction find any provision, clause, or portion of this ordinance amendment to be invalid or unconstitutional, the balance or remainder of this ordinance amendment shall remain valid and in full force and effect and shall be deemed "severable" from the portion, clause, or provision deemed to be invalid or unconstitutional by the court.

SECTION 3. REPEAL: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 4. EFFECTIVE DATE: This Ordinance shall take effect seven (7) days after publication of a notice of adoption of this Ordinance, unless referendum procedures are initiated under MCL 125.3402. If referendum procedures are initiated, this Ordinance will take effect in accordance with MCL 125.3402.

YEAS: _____

NAYS: _____

ABSENT/ABSTAIN: _____

ORDINANCE DECLARED ADOPTED.

_____
Lauren Stanton
City of Saugatuck, Mayor

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CERTIFICATION

I hereby certify that:

1. The above is a true copy of an ordinance adopted by the City of Saugatuck at a duly scheduled and noticed meeting of the City Council held on August 26th, 2024, pursuant to the required statutory procedures.

2. A summary of the above ordinance was duly published in the _____ newspaper, a newspaper that circulates within the City of Saugatuck, on _____, 2024.

3. Within 1 week after such publication, I recorded the above ordinance in a book of ordinances kept by me for that purpose, including the date of passage of the ordinance, the names of the members of the City Council voting, and how each member voted.

4. I filed an attested copy of the above ordinance with the Allegan County Clerk on _____, 2024.

ATTESTED:

_____
Jamie Wolters
City of Saugatuck, Clerk

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CITY OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN

NOTICE OF ADOPTION

ZONING ORDINANCE AMENDMENT

ORDINANCE NO. 240826-A

Please take notice that on August 26th, 2024, the City Council of City of Saugatuck adopted Ordinance No. 240826-A, which amends the City of Saugatuck Zoning Ordinance ("Zoning Ordinance") to, among other things, to impose maximum limits on the number of short-term rental licenses in specific zoning districts, establish the effect of such limits on existing licenses, establish how available licenses will be issued, and provide a mechanism for the City Council to adjust such maximum limits. Copies of the ordinance may be obtained from Jamie Wolters, City of Saugatuck Clerk, at 102 Butler Street, P.O. Box 86, Saugatuck, Michigan 49453 during regular business hours.

The Zoning Ordinance Amendment has the following sections, which are summarized below: Section 1: Amendment to Zoning Ordinance, Section 154.022(V); Section 2: Severability; Section 3: Repeal; and Section 4: Effective Date, which is seven days after publication of this notice of adoption unless referendum procedures are initiated under MCL 125.3402

Jamie Wolters
City of Saugatuck, Clerk
(269) 857-2603
JWolters@saugatuckcity.com

Publication Date: _____, 2024

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City Council Agenda Item Report

FROM: Ryan Cummins, City Manager

MEETING DATE: August 26, 2024

SUBJECT: Ordinance No. 240826-B - Short-Term Rental Licensing Ordinance Amendment to Impose Maximum Limits on the Number of Short-Term Rentals in Specific Zoning Districts, Establish the Effect of Such Limits on Existing Licenses, and Establish how Available Licenses will be Issued, to Protect the Public Health, Safety, and Welfare.

DESCRIPTION:

On June 19, the Planning Commission made the following recommendation to the City Council:

> *Motion by Anderson, second by Clark, that the Planning Commission recommend to Saugatuck City Council, the adoption of a 20% cap on short-term rental licenses in reach R1 Residential District calculated based on the number of dwelling units currently in that district, with a provision to grandfather all existing short-term rental licenses until the property is sold or otherwise changes ownership, and a provision for full-time residents with a PRE to be allowed to short-term rent their home for up to three (3) weeks per year.*
>
> *Yes: Anderson, Broeker, Clark, Gaunt*
>
> *No: Bagierek, LaChey, Chair Manns*

Staff reviewed the Planning Commission recommendation with the City Council. The Council was advised that if they were inclined to accept the Planning Commission's recommendation, staff recommended that a cap be implemented through amendments to the STR police power ordinance as well as a portion of the Zoning Ordinance. Therefore, the Planning Commission would, at a minimum, be required to hold a public hearing on the zoning amendment and make a recommendation on the same to Council.

After several public comments, review and discussion, the City Council passed the following motion:

> *Motion by Baldwin, second by Anderson to direct City staff to prepare the necessary ordinance amendments, resolution language and policy necessary to implement a cap on the total number of STR licenses that may be issued within the City's R-1 Residential districts consistent with the following:*
>
> - *The cap will be established by resolution of the City Council in an amount approximately equal to 20% of the dwelling units in each R-1 district.*
> - *The cap will not operate retroactively, and existing STR licenses will remain valid unless there is a transfer of property or the license is revoked or lapses.*
> - *The commercial property located at 560 Campbell in the Peninsula West district will be exempt from the caps, and any licenses granted to dwelling units at that address will not count toward the caps.*
> - *Once available, new STR licenses will be issued by a lottery system.*
> - *The Planning Commission will hold a public hearing on the zoning amendment necessary to implement the cap and will <u>not</u> assist with the preparation of the amendment to the STR police powers ordinance.*
>
> *Yes: Anderson, Baldwin, Dean, Mayor Stanton*
>
> *No: Gardner, Muncey*

Drafted Ordinances and Policy

Based on the Council's direction, a police powers ordinance amendment, zoning text amendment, and policy have been drafted. As currently drafted, the zoning and police-powers ordinance amendments are substantially identical. Two notable changes to consider from the motion above:

- The draft ordinances would exempt all ADUs from the maximum limits. This would allow single family dwellings that are owner occupied to apply for special land use approval to separately rent the ADU and not have a license application subject to the cap.
    - The current language would also allow a single-family dwelling that already has a STR certificate or license to not have an existing or new ADU be subject to the limit as the entire property still has to be rented under a single contract.
- The exemption of 560 Campbell is not included as a review of a prior consent judgement shows it would already allow the property to be exempt from the maximum limits.

Change to Draft

Based on Council feedback at the workshop, the mechanism for City Council to adjust the maximum limits by resolution has been removed.

LEGAL REVIEW:

The City Attorney prepared the draft ordinances and policy. The City Attorney will be at the meeting to answer any questions.

SAMPLE MOTION:

Motion to approve Ordinance No. ___ to amend the City of Saugatuck's Short-Term Rental Licensing Ordinance, Ordinance No. 240229-B, to impose maximum limits on the number of short-term rental licenses in specific zoning districts, establish the effect of such limits on existing licenses, and establish how available licenses will be issued, to protect the public health, safety, and welfare.

CITY OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN

SHORT-TERM RENTAL LICENSING ORDINANCE AMENDMENT

ORDINANCE NO.240826-B

At a meeting of the City Council of the City of Saugatuck, Allegan County, Michigan, held at the City of Saugatuck Hall on August 26th, 2024 at 6:30 p.m., City Council Member _____moved to adopt the following ordinance, which motion was seconded by City Council Member _____.

An ordinance to amend the City of Saugatuck's Short-Term Rental Licensing Ordinance, Ordinance No. 240229-B, to impose maximum limits on the number of short-term rental licenses in specific zoning districts, establish the effect of such limits on existing licenses, and establish how available licenses will be issued, to protect the public health, safety, and welfare.

CITY OF SAUGATUCK, ALLEGAN COUNTY, ORDAINS:

SECTION 1. AMENDMENT TO ORDINANCE NO. 240299-B, SECTION 99.55: City of Saugatuck Ordinance No. 240229-B, Section 99.55 shall be amended to add the following new and additional subsection (F), titled "Maximum limits on short-term rental licenses," which shall read as follows:

(F) *Maximum limits on short-term rental licenses*.

(1) *Findings and purpose*. The City formed a task force, conducted studies, took surveys, and held public hearings to better understand the benefits and impacts of short-term rentals within the City. The City recognizes that while short-term rentals offer many benefits, short-term rentals are commercial in nature and that the over proliferation of short-term rentals may, among other things, be incompatible with, and may cause adverse impacts to, residential uses and the long-term residential character of certain zoning districts. The City also recognizes that its R-1 zoning districts are intended to promote and preserve single-family residential uses and are the most susceptible to the potential negative effects of the unchecked growth of short-term rentals. The City therefore finds that the public health, safety, and welfare will be best served by a maximum limit on the number of short-term rental licenses that may be approved in its R-1 zoning districts initially equal to approximately 20% of the total dwelling units in each R-1 district. It is the City's intent for this maximum limit to operate prospectively and to allow existing short-term rental licenses and certificates to continue to operate and renew, and to achieve such limits through attrition as licenses or certificates expire, are terminated, or are voided within districts that exceed the established limit.

DRAFT

(2) *Initial maximum limits on licenses in R-1 zoning districts*. The initial maximum number of short-term rental licenses that may be issued in each R-1 Zoning District shall be established as follows:

i. Community Residential R-1: No more than 67 licenses.

ii. Peninsula West R-1: No more than 10 licenses.

iii. Maple Street R-1: No more than 7 licenses.

iv. Peninsula South R-1: No more than 11 licenses.

v. Peninsula North (Duneside) R-1: No more than 3 licenses.

vi. Peninsula North (Riverside) R-1: No more than 2 licenses.

(3) *Effect of maximum limit.* When the number of short-term rental licenses and short-term rental certificates in a zoning district meets or exceeds the maximum number of licenses established for that district, the City shall not accept any additional applications for short-term rental licenses in that district until the number of active (e.g., not expired, voided, or terminated) short-term rental licenses and/or short-term rental certificates in that district falls below the maximum number, creating an available license. This maximum limit shall not be the basis for the termination or nonrenewal of an issued and otherwise valid short-term rental license.

(4) *Accessory dwelling units.* Accessory dwelling units shall not be subject to the maximum number of licenses established herein, such that accessory dwelling units may be licensed as short-term rentals even if the current number of short-term rental licenses in the applicable zoning district exceeds the maximum limit. In addition, accessory dwelling units shall not be counted towards the total number of dwelling units in a district for the purposes of calculating the maximum limit of short-term rental licenses.

(5) *Issuing available licenses.* The City shall develop a policy for providing notice of available short-term rental licenses and for receiving and approving applications for the same once the number of active short-term rental licenses in a zoning district falls below the maximum limit. When short-term rental licenses become available, submitted applications shall be selected for processing and approval through a random lottery.

SECTION 2. SEVERABILITY: Should a court of competent jurisdiction find any provision, clause, or portion of this ordinance amendment to be invalid or unconstitutional, the balance or remainder of this ordinance amendment shall remain valid and in full force and effect and shall be deemed "severable" from the portion, clause, or provision deemed to be invalid or unconstitutional by the court.

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SECTION 3. REPEAL: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 4. EFFECTIVE DATE: This Ordinance shall become effective immediately at the later to occur of: 1) the effective date of Ordinance No. __; or 2) the date of this Ordinance's publication as required by law.

YEAS: _____

NAYS: _____

ABSENT/ABSTAIN: _____

ORDINANCE DECLARED ADOPTED.

_____
Lauren Stanton
City of Saugatuck, Mayor

DRAFT

CERTIFICATION

I hereby certify that:

1. The above is a true copy of an ordinance adopted by the City of Saugatuck at a duly scheduled and noticed meeting of the City Council held on _____, _____ 2024, pursuant to the required statutory procedures.

2. A summary of the above ordinance was duly published in the _____ newspaper, a newspaper that circulates within the City of Saugatuck, on _____, 2024.

3. Within 1 week after such publication, I recorded the above ordinance in a book of ordinances kept by me for that purpose, including the date of passage of the ordinance, the names of the members of the City Council voting, and how each member voted.

4. I filed an attested copy of the above ordinance with the Allegan County Clerk on _____, 2024.

ATTESTED:

_____
Jamie Wolters
City of Saugatuck, Clerk

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CITY OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN

NOTICE OF ADOPTION

SHORT-TERM RENTAL LICENSING ORDINANCE AMENDMENT

ORDINANCE NO. 240826-B

Please take notice that on _____, 2024, the City Council of City of Saugatuck adopted Ordinance No. 240826-B which, among other things, amends the City of Saugatuck's Short-Term Rental Licensing Ordinance, Ordinance No. 240229-B, to impose maximum limits on the number of short-term rental licenses in specific zoning districts, establish the effect of such limits on existing licenses, establish how available licenses will be issued, and provide a mechanism for the City Council to adjust such maximum limits. Copies of the ordinance may be obtained from Jamie Wolters, City of Saugatuck Clerk, at 102 Butler Street, P.O. Box 86, Saugatuck, Michigan 49453 during regular business hours.

The Zoning Ordinance Amendment has the following sections, which are summarized below: Section 1: Amendment to Ordinance No. 240299-B, Section 99.55; Section 2: Severability; Section 3: Repeal; and Section 4: Effective Date.

Jamie Wolters
City of Saugatuck, Clerk
(269) 857-2603
JWolters@saugatuckcity.com

Publication Date: _____, 2024

DRAFT

City Council Agenda Item Report

FROM: Ryan Cummins, City Manager

MEETING DATE: August 26, 2024

SUBJECT: Short-Term Rental License Notification and Issuance Policy

DESCRIPTION:

On June 19, the Planning Commission made the following recommendation to the City Council:

> *Motion by Anderson, second by Clark, that the Planning Commission recommend to Saugatuck City Council, the adoption of a 20% cap on short-term rental licenses in reach R1 Residential District calculated based on the number of dwelling units currently in that district, with a provision to grandfather all existing short-term rental licenses until the property is sold or otherwise changes ownership, and a provision for full-time residents with a PRE to be allowed to short-term rent their home for up to three (3) weeks per year.*
>
> *Yes: Anderson, Broeker, Clark, Gaunt*
>
> *No: Bagierek, LaChey, Chair Manns*

Staff reviewed the Planning Commission recommendation with the City Council. The Council was advised that if they were inclined to accept the Planning Commission's recommendation, staff recommended that a cap be implemented through amendments to the STR police power ordinance as well as a portion of the Zoning Ordinance. Therefore, the Planning Commission would, at a minimum, be required to hold a public hearing on the zoning amendment and make a recommendation on the same to Council.

After several public comments, review and discussion, the City Council passed the following motion:

Motion by Baldwin, second by Anderson to direct City staff to prepare the necessary ordinance amendments, resolution language and policy necessary to implement a cap on the total number of STR licenses that may be issued within the City's R-1 Residential districts consistent with the following:

- *The cap will be established by resolution of the City Council in an amount approximately equal to 20% of the dwelling units in each R-1 district.*
- *The cap will not operate retroactively, and existing STR licenses will remain valid unless there is a transfer of property or the license is revoked or lapses.*
- *The commercial property located at 560 Campbell in the Peninsula West district will be exempt from the caps, and any licenses granted to dwelling units at that address will not count toward the caps.*
- *Once available, new STR licenses will be issued by a lottery system.*
- *The Planning Commission will hold a public hearing on the zoning amendment necessary to implement the cap and will <u>not</u> assist with the preparation of the amendment to the STR police powers ordinance.*

Yes: Anderson, Baldwin, Dean, Mayor Stanton

No: Gardner, Muncey

Drafted Policy

Based on the Council's direction, a police powers ordinance amendment, zoning text amendment, and policy have been drafted.

The policy provides administrative guidance as to how applications for new STR licenses will be received, processed, and approved for districts that have a cap. The policy is intended to compliment and coincide with the City Code, which provides some flexibility as to how it is administered. However, to the extent this policy conflicts with or is contradicted by any provision of the City Code, the City Code will control.

<u>LEGAL REVIEW:</u>
The City Attorney prepared the draft ordinances and policy. The City Attorney will be at the meeting to answer any questions.

<u>SAMPLE MOTION:</u>
Motion to approve the Short-Term Rental License Notification and Issuance Policy.

CITY OF SAUGATUCK

SHORT-TERM RENTAL LICENSE NOTIFICATION AND ISSUANCE POLICY

Section I: Intent and Purpose

The City of Saugatuck Code of Ordinances imposes maximum limits on the number of short-term rental licenses ("STR licenses") that may be issued in the City's R-1 zoning districts. Under the City Code, once the number of active STR licenses in a district falls below the maximum number of licenses, the City must provide notice of available STR licenses and for receiving applications for the same, which will be selected for approval by random lottery.

The following policy is intended to provide administrative guidance as to how applications for new STR licenses will be received, processed, and approved by the City, consistent with the City Code. This policy is intended to compliment and coincide with the City Code, which provides some flexibility as to how it is administered. However, to the extent this policy conflicts with or is contradicted by any provision of the City Code, the City Code will control.

Section II: Notice of Available Licenses; Publication

1. When the number of active STR licenses falls in a district subject to a maximum number of licenses falls below the established limit, the City shall prepare and circulate a notice to the public. The notice shall:
    a. Be published in a newspaper of general circulation and posted on the City's website.
    b. Indicate how many STR licenses are available and in which zoning district(s).
    c. Indicate the application window, including the exact date and time that applications for STR licenses will be received by City, and the time when applications will no longer be accepted.
    d. Indicate the manner in which applications must be submitted to the City.
    e. Indicate that copies of this policy are available on the City's website.
    f. Provide contact information for questions concerning the application process.
2. The City shall not be required to provide notice of available STR licenses more than once per year. Beyond this minimum requirement, the City may, but is not required to, provide notice of available STR licenses more than once per year.
3. If additional STR licenses become available between the time the City publishes notice of available licenses and the date selected for the application window, the City may, but is not required to, circulate an updated notice indicating the new number of available licenses and establishing a new application window. Otherwise, a separate notice must be circulated for such additional available licenses, along with a separate application window as set forth herein.

Section III: Application Window; Submission of Applications

1. Applications for available STR licenses shall only be accepted by the City during the application window. The application window shall open no sooner than 14 calendar days after and no later than 90 days after the publication date of the most recent notice provided for in Section II.
2. The application window shall last for 21 calendar days. Applications shall be accepted beginning at 8:30 a.m. on the first day until 5:00 p.m. of the last day of the established application window. Applications will be deemed received on the date and time they are actually received by the City. Applications received outside of the application window by any increment of time shall be rejected

3. Applications for STR licenses may be submitted via regular mail, electronic mail, or delivered in person to the City, shall contain all of the information required by the City Code, and shall be accompanied by the required application fee.

4. Applicants may submit only one application per proposed short-term rental location. If the City receives duplicate applications for a single location, all such applications shall be rejected. Any attempts to circumvent the limitations imposed by this policy may also result in the rejection of applications.

5. Applications shall clearly indicate the zoning district in which the proposed short-term rental is located. The City will only process applications pertaining to property located within the zoning district or districts described in the notice of available licenses. Applications pertaining to property in districts without available licenses will be rejected outright.

Section IV: Selection of Applications

1. If the number of applications submitted during the application window is less than or equal to the number of available STR licenses, the City will process such applications normally under the City Code.

2. If the number of applications submitted during the application window is greater than the number of available STR licenses, selection of applications for available STR licenses will be completed by a random lottery drawing open to the public.

3. After the application window closes, the City will publish notice of the time and place of the lottery drawing in a newspaper of general circulation and on its website. Such notice shall be published at least 7 days before the lottery drawing.

4. If there are available STR licenses in more than one zoning district, the City will separate the applications by district and conduct a lottery drawing for each zoning district having available licenses.

5. At the lottery drawing, the City will randomly select a number of applications equal to available licenses in each zoning district to be processed and approved (the “initial applications”). To avoid conducting subsequent lottery drawings, the City may, in its discretion, select alternate applications for each zoning district which will be processed in the event the initial applications

are withdrawn or rejected (the "alternate applications"). Such alternate applications will be assigned priority in the order they are drawn.

Section V: Processing of Selected Applications

1. Upon completion of the selection process set forth in Section IV, the City shall begin its review by processing the initial applications. The initial applications will first be reviewed for completeness. If any required information is missing or the applicant failed to pay the required application fee, the City shall notify the applicant consistent with the City Code. If the applicant does not remedy any deficiencies within 14 calendar days after receiving such notice, the application shall be deemed incomplete and rejected.

2. After the City verifies the completeness of the initial applications, they will be reviewed for compliance with the standards and regulations of the City Code and subjected to the requisite inspections. If these requirements are met, the City shall approve the initial applications and issue the STR licenses consistent with the applicable provisions of the City Code. Initial applications that do not meet the requirements of the City Code shall be rejected.

3. If at any point in this process an initial application is withdrawn or rejected, the City shall process alternative applications, in the priority assigned at the lottery drawing, until City approves a number of STR applications equal to the number of available STR licenses, at which point it will cease its review and processing of applications, and all remaining applications will be deemed rejected.

4. Application fees shall be deemed nonrefundable for applicants whose applications are reviewed by the City, regardless of whether an STR license is issued. After the City issues all available STR licenses, application fees will be refunded to any applicants whose applications were not reviewed.

5. The City shall provide notice via email and regular mail to each applicant whose application is rejected.

6. If there are still available STR licenses after the initial applications and alternate applications are processed, the City will conduct a second lottery drawing following the procedures outlined in Section V above to select additional applications for review. If there are still available STR licenses after the City completes its review of all applications submitted during the application window, the City shall again publish notice and establish an application window as set forth in Section II.

Section VI: Amendment of Policy

7. The City Council may amend this policy from time to time as it sees fit to carry out the fair and efficient administration of the short-term rental regulations set forth in the City Code. Any such amendments must be approved by a majority vote of the City Council.

Approved by the Saugatuck City Council on _____, 2024.

Dear Saugatuck City Council,

The Saugatuck City Council is allowing ADUs and amateur hosts (i.e., full-time residents with their permitted three weeks of STR rentals) to obtain STR certificates in R-1 zoning. However, you have made no provisions for tiny homes or STR inheritance rights in R-1. How does allowing these provisions, along with 31-day rentals in R-1, address the supposed issue of density in R-1? It does not.

I would like to thank Council Member and Planning Commission Member Holly Anderson for acknowledging the financial loss that R-1 property owners will incur due to the proposed cap. Your statement at the August 15th Planning Commission meeting, where you mentioned that “there are people who are gonna get pinched,” clearly illustrates the financial harm this 20% cap will cause. Such statements by a public servant are unacceptable.

While some on the Council may find this situation amusing, there is a significant benefit that comes with the 20% R-1 cap—one that the mayor stands to receive. It’s important to note that the R-1 cap financially benefits the mayor, who has yet to recuse herself from this issue. The mayor stands to gain from the appreciation of her multi-unit property outside of the R-1 zone. As a certified appraiser, I can confirm that the potential income streams from the mayor’s property create more value compared to a similar property in R-1 that’s been stripped of STR property rights. The mayor should recuse herself from all matters involving STR caps.

Overall, there seems to be an unrestrained animosity toward property owners and the lifeblood of Saugatuck—our tourists and businesses.

Richard Williams
1052 Elizabeth St. (R-1)
Saugatuck City property owner
Saugatuck City business owner

Jamie Wolters

From: Jon Broadbooks <jon@wmlar.com>
Sent: Friday, August 23, 2024 7:52 AM
To: Russ Gardner; Holly Anderson; Logan White; Lauren Stanton; Helen Baldwin; Gregory Muncey; Scott Dean
Cc: Jamie Wolters; Ryan Cummins; mannssteven@hotmail.com
Subject: Short-term rental caps in Saugatuck

Follow Up Flag: Follow up
Flag Status: Flagged

Caution: This email originated from outside of the organization. DO NOT click on links or open attachments unless you recognize the sender and know the content is safe.

Dear Saugatuck city leaders:

I am writing on behalf of the West Michigan Lakeshore Association of REALTORS (WMLAR), a trade association representing more than 1,100 real estate professionals, many of whom do business in Saugatuck. WMLAR supports private property rights as a core value, and it is with great concern that we saw a recent vote by the city's Planning Commission to advance a measure to the City Council calling for a 20% cap on short-term rental licenses.

While the Commission sanctioned a report on the issue, missing in the debate was the profound impact STR caps could have on property values. In fact, a cursory assessment of the policy by WMLAR staff – combined with feedback from real estate practitioners serving the area -- indicates that the city's budgets could be adversely impacted by such a policy for decades.

Which brings up several questions:

1. What is the timeline to have this discussed and approved by the Saugatuck City Council? When is a final vote on the matter likely to be scheduled?

2. Can representatives of our association meet with city officials to provide or plan to provide additional information in advance of any final decision?

REALTORS have sold more than $338 million in property in Saugatuck since 2018, according to our records. Over many generations, Saugatuck's vacation rental tradition has created a wonderful and vibrant community. This is important to all of the city's property owners.

WMLAR would very much like to be part of the conversation and provide any information possible to help city leaders make a more fully informed decision regarding caps on short-term rentals. After all, our association's members succeed when the communities in our association's service area succeed.

Let us know how we can work together on this.

Sincerely,

Jon Broadbooks
Chief Executive Officer
West Michigan Lakeshore Association of REALTORS®
W - 616.846.6240 · C - 217.836.1958