



**CITY COUNCIL WORKSHOP AGENDA
THURSDAY, FEBRUARY 21, 2019 – 4:00 PM**

1. **CALL TO ORDER**
2. **ATTENDANCE**
3. **PUBLIC COMMENT** (Agenda Items Limit 3 minutes)
4. **DISCUSSION ITEMS**
 - A. Mt. Baldhead re: scope of lower level improvements
 - B. License Agreement re: Fredrick Street development
 - C. Street Vacation re: portion of Grand and Culver St.
 - D. Coghlin Park re: shoppers dock project update
5. **OTHER ITEMS OF DISCUSSION**
 - A. City Council 02-25-2019 Meeting Agenda Item Review
6. **PUBLIC COMMENT** (Limit 3 minutes)
7. **COUNCIL COMMENT**
8. **ADJOURN**



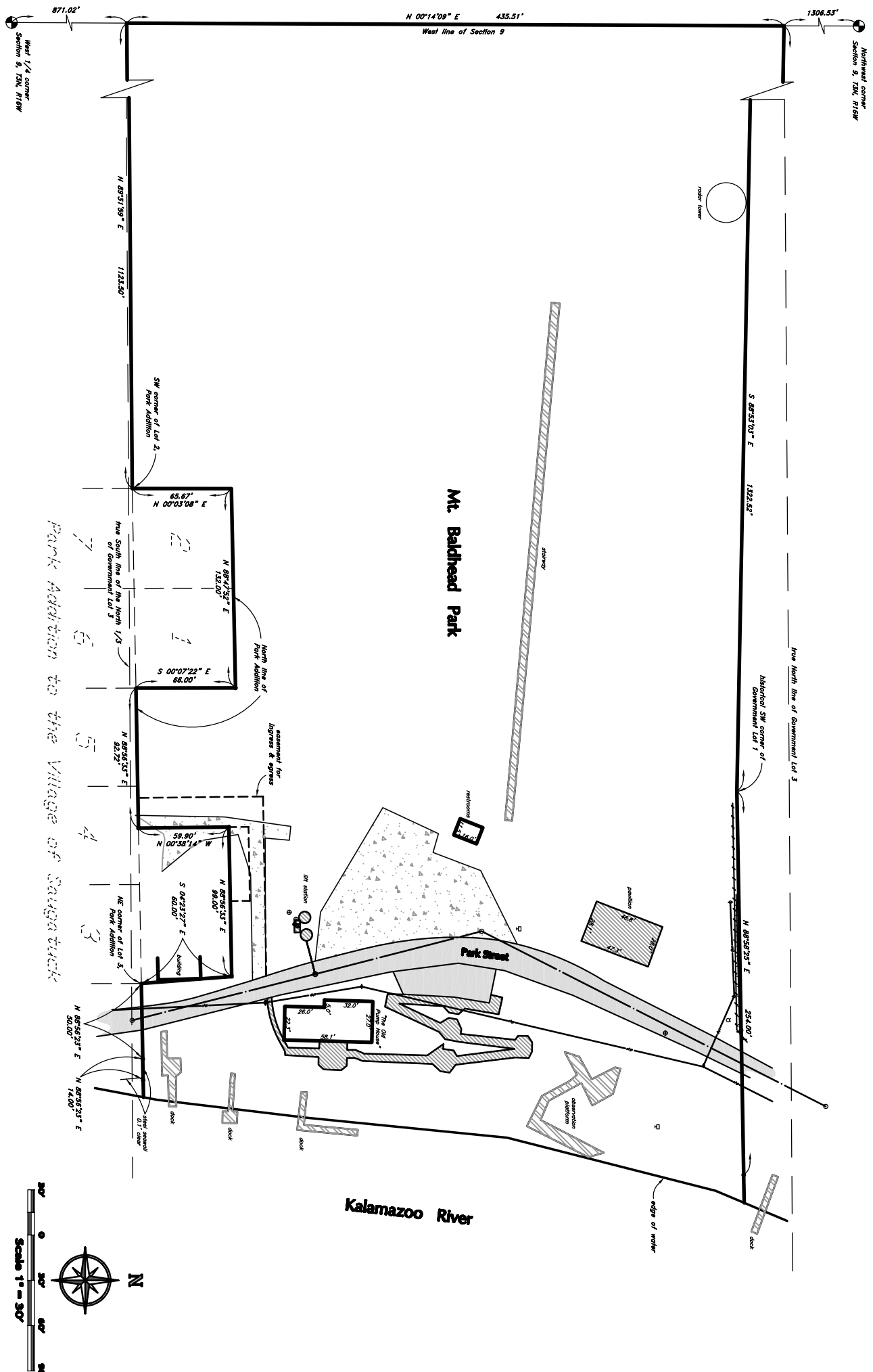
City Council Workshop Discussion Item

To: Saugatuck City Council
From: Kirk Harrier—City Manager
Date: February 21, 2019
Re: Mt. Baldhead Lower Level Improvements

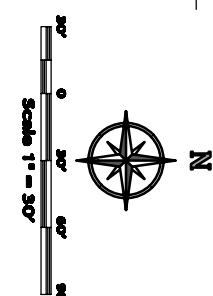
The City Council identified making improvements to the lower level of Mt. Baldhead Park as a priority project for FY 18/19. \$500,000 was appropriated for the project. The City Council has engaged F&V Engineering to assist with developing a site plan for the proposed improvements to the property in order to apply for a MNRTF grant. However before F&V can begin working on a proposed site plan for the grant application, the City Council needs to discuss the project and come to a consensus on the broad scope so F&V can incorporate specific aspects into the site plan.

For the purposes of the workshop meeting, I have attempted to list potential items the Council may want to consider in developing the broad scope of the project. The list below is meant to start the conversation.

- Maintain rustic appearance;
- Parking for large trucks for Oxbow deliveries;
- Covered structure or no covered structure;
- Maximize parking;
- Minimize improvements that require expensive upkeep and increased staff time;
- Design improvements so they don't interfere with replacement/maintenance activities of existing steps, upper viewing deck or radar building;
- Informational kiosk—history of Mt. Baldhead;
- Incorporate needs of history museum;
- Dedicated area for vending machines;
- Design project within existing appropriated budget so if state grant cannot be obtained the project can still be executed;



Park Addition to the Village of Saugatuck







CONCEPTUAL MASTER PLAN

MT. BALDHEAD PARK SAUGATUCK, MICHIGAN

SMALL TOWN DESIGN INITIATIVE
MICHIGAN STATE UNIVERSITY

NORTH



SCALE: 1" = 20'





City Council Workshop Discussion Item

To: Saugatuck City Council
From: Kirk Harrier—City Manager
Date: February 21, 2019
Re: License Agreement to Develop Fredrick Street

This attached license involves permission from the City to extend public water and sanitary sewer, and make related improvements including grading and paving, through a portion of Fredrick Street (formerly known and identified as “Maple Street”) north of Vine Street. Fredrick Street is an existing platted street but currently unimproved. The developer owns four buildable lots on Fredrick Street. (see attached plat map and drawing). The improvement will be at the sole cost of the developer and the improvements will be required to meet all City engineering standards. Developer has received the DEQ approval and the Soil Erosion Permit from the County. Developer will be required to file a letter of credit before proceeding with any of the work. The City attorney has reviewed and approved the license agreement.

DEVELOPMENT LICENSE

This Development License (“**License**”) is made as of _____, 2019, by and between DUNE RIDGE SA, LP, a Michigan limited partnership, whose address is 231 West Fulton Street, Grand Rapids, Michigan 49503 (“**Developer**”) and the CITY OF SAUGATUCK, a Michigan home rule city, whose address is 102 Butler Street, Saugatuck, Michigan 49453 (the “**City**”).

Background

A. This License involves permission to extend of public water and sanitary sewer, and to make related improvements including grading and paving, through a portion of Fredrick Street (formerly known and identified as “Maple Street”) north of Vine Street to benefit Parcels 1 through 4, inclusive, as shown on the attached Exhibit A (the “**Parcels**”).

B. The Parcels comprise lots 10-14, 16, 18 and 20-21 of the Upham’s Addition to the Village of Saugatuck, Allegan County, Michigan, as recorded with the Allegan County Register of Deeds at Liber 3, page 23 of Plats (the “**Plat**”), as shown on Exhibit B.

C. The portion of Frederick Street which is the subject of this License is a “paper street” within the Plat as shown on Exhibit B (the “**Right of Way**”). The Right of Way is unimproved and is approximately 450 feet in length and 60 feet in width, as shown on Exhibit A.

D. The Right of Way is under the jurisdiction of the City.

E. The City, as the party which controls the Right of Way, has agreed to allow the Developer to make certain improvements to and within the Right of Way as further set forth in this License. The **Project**, defined herein, shall be designed, constructed and installed at the Developer’s sole cost.

F. At the Developer’s request, the City has developed plans and specifications, attached as Exhibit C (the “**Plans and Specifications**”), for a permissible public water and sanitary sewer extension from its present terminus at Vine Street intersection with Fredrick Street and to the northern boundary of the Plat, and associated grading and paving, across, over and under the Right of Way (the “**Project**”).

License

NOW, THEREFORE, in exchange of the mutual promises and benefits and detriments accorded to each party herein, and for other good and valuable consideration, the parties agree as follows:

1. License and Representations. Subject to the terms set forth herein, the City hereby grants a revocable license to the Developer for the purpose of constructing and installing the Project within the Right of Way. The Developer represents and warrants to the City that it is experienced in construction and experienced and knowledgeable in all matters comprising the

work of the Project, and in managing the same through its contractors approved in accordance with Section 16 who have the required expertise.

2. Incorporation of Exhibits. The Exhibits, and specifically the Plans and Specifications, are incorporated by reference herein.

3. Work Documents. The term “**Work Documents**” means the Plans and Specifications, this License, any resolution or act of the City Council (a “**Resolution**”), and any permit or approval issued by Allegan County, the Michigan Department of Environmental Quality, or the Kalamazoo Lake Sewer and Water Authority with respect to the Project (“**Regulatory Approvals**”). Any discrepancy between the foregoing will be resolved and determined by the City in its sole discretion and noticed to Developer (which will be binding on Developer). To the extent that the City does not make an alternative determination, the Work Documents will have the following priority: first this License, second the Plans and Specifications, third a Resolution, and fourth the Regulatory Approvals. This section does not limit Developer’s obligation to strictly comply with all Work Documents.

4. Definitions. The terms “contractors” and “subcontractors” as used in this License are deemed to include all general contractors, subcontractors, materialmen, laborers, and all other parties performing or supplying any part or portion of the Project through and including the Developer, on the Developer’s behalf, or otherwise, including any peripheral or related service or task, regardless of any contractual arrangement. All of these relationships are the sole responsibility of the Developer.

5. Obligation to Construct and Standard of Construction. Developer will diligently complete (directly and through its contractors) all work comprising the Project skillfully, in a good, workman-like, and first-class manner, in compliance with all codes and laws, in a full and complete manner, and in conformance with all Work Documents (the “**Standard**”).

6. Costs. Given that the Project is for the benefit of the Parcels, the entire Project (inclusive of absolutely all costs, expenses, materials, labor, contractors and permits, and all other costs and requirements of completing the Project including any expenses of the City) will be performed at Developer’s sole cost and expense. The City will have no obligation for any cost. Concurrent with the execution of this License, the Developer shall post with the City an escrow deposit of \$2,000.00, which amount is intended to cover any City costs incurred in connection with its preparation of this License, oversight and inspections associated with the Project or other similar matters. Any cost incurred by the City will be promptly offset by the City against any sums held by the City in escrow. Any shortfall in the same will be promptly paid by Developer to the City and Developer will indemnify the City from any such cost. Upon Delivery, defined herein, any remaining amounts in the escrow shall be returned, without interest, to the Developer after subtracting any charges outstanding.

7. Permits, Approvals, and Insurance. Prior to initiating any work, Developer must have obtained and/or have in place all permits and regulatory, governmental, or other approvals required to complete the Project and must have obtained, have in place, or (such as, for

contractors who must have certain insurance coverage) confirmed that the responsible party has obtained or has in place all insurance policies and coverage required under this License.

8. Security; Letter of Credit. An irrevocable letter of credit from a bank in the amount of \$100,000 (with language and terms and drawn on a bank all acceptable to the City) shall be submitted to the City prior to engaging in the performance of any work on the Project.

9. Commencement and Completion. Developer will diligently prepare for and comply with all pre-work requirements of the Work Documents, commence construction, and diligently complete all work comprising the Project as promptly as possible after commencing construction. It is specifically agreed that the Project will be completed by November 30, 2019 (the "Completion Date").

10. Delivery. The Project must be fully completed as required by this License and delivered to the City per the Standard, ready for use, no later than the Completion Date. When the Developer has completed the Project, it will request a joint inspection between Developer and the City (and its engineers, inspectors, Allegan County and regulatory representatives, and other such parties as determined by the City) which the parties will cooperate to schedule (the City agrees to participate in any such inspection within four days of Developer's request if delay would cause a breach of the Completion Date deadline). At the inspection, Developer will tender the Project and the City will evaluate the same. If the Project is not fully complete, the City may reject tender until complete and in compliance with all Work Documents pursuant to Section 3 and the Standard. Once tendered in compliance with the Work Documents and the Standard, the City will accept the Project. The date that the City accepts the Project in accordance with the foregoing is the date of "**Delivery**" of the Project for purposes of this License. The City may, in its sole discretion, agree to accept Delivery subject to a punch list of minor items remaining to be completed, in a time and manner as Developer may warrant in writing at that time.

11. Ongoing Inspection Rights. Although the City accepts no responsibility for the performance and construction of the Project by Developer, the City (and its engineers, inspectors, Allegan County and regulatory representatives, and other such parties as determined by the City) may at any time and from time to time inspect the performance of the Project at the Developer's sole cost. Developer shall cooperate in such inspection efforts. If any condition, means or method of construction, or other material deficiency in the performance of the Project (or any Work Documents) is at any time determined by the City in its sole discretion, the City may issue a written default notice to Developer. Upon receipt of a default notice, Developer will correct all non-conforming work or other issues as described therein, and schedule an inspection with the City to demonstrate correction before proceeding with other work. If Developer fails to correct any issues set forth in a default notice, the City may (but has no obligation to) cure the same through contractors and the cost of the same will be immediately due and payable from Developer to the City. If more than two default notices are issued, the City may with the third notice or at any time thereafter terminate this License, and engage contractors to complete the Project at Developer's sole cost. The City also has the right, but not the obligation, to from time to time inspect and confirm all written records (such as documents evidencing bids, contracts,

bonds, insurance and otherwise) with respect to the Project. Developer will make all books and records available to the City promptly upon request.

12. ROW Safety. Developer will comply with all directions of the City in working within the Right of Way. Absent any specific direction, Developer will comply with all laws, safety regulations, and guidance, and will provide adequate marking and signage to prevent the interaction of all traffic (vehicular, pedestrian, and otherwise) with the work, and any and all potentially unsafe conditions (e.g., an open trench, equipment, etc.). Promptly after the completion of Developer's work in the Right of Way, the same will be fully restored to an as good or better condition than existed prior to any work hereunder.

13. Public Dedication. Upon completion and Delivery, the Project is hereby publicly dedicated by Developer to the City (or such other regulatory or governmental party as the City may determine). Developer will execute and deliver additional instruments the City may request to effectuate the terms of this section.

14. No Amendments; Change Orders. The Project will be conducted, constructed, and completed by Developer in strict accordance with this License and the Work Documents. No amendments will be permitted except in the sole discretion of the City. Any change in the Project must be set forth in a written amendment to this License.

15. Selection of Contractors. All contractors engaged in the construction and installation of the Project will be the sole responsibility of Developer including their conduct, compliance with this License, their work, payment, and otherwise. Developer must, at least 48 hours prior to entering into any contract with any contractor or other party, notice the City with written evidence of that party's bid, any bonds for the work, documentation describing the work that party is to perform or provide, copies of the proposed contractor's insurance certificates (required pursuant to Section 17), and a copy of the proposed contract the Developer will enter into with such party for the performance or provision of any part of the Project (which must meet the requirements of Section 16). The City may object to any such selection or documentation on reasonable grounds, and may make requests of the Developer for amendment of such materials or for additional materials to ensure compliance with this License and the other Work Documents, as applicable, with which Developer must comply. All the foregoing may be exercised by the City without accepting any responsibility for or oversight of any contractor; all such responsibility will be the Developer's alone, as stated above.

16. Compliance with Applicable Law; License Language. Any requests for bids and all contracts must contain any disclosures mandated under federal, state, and other applicable law. Developer is solely responsible for complying with all applicable laws in completing all work and in all dealings with its contractors. All contractors involved in the Project must enter into some form of contract with the Developer, and the same will contain the following provisions at a minimum:

(a) Required Indemnity Language for Contractors. All contracts with all contractors must contain the following provision:

Contractor shall save and hold harmless and indemnify the City of Saugatuck, Michigan, as well as its officials, employees, officers, and agents, against all claims for damages to public or private property and for injuries to persons arising out of Contractor's work on the work and project referenced herein.

(b) Required License Language; Generally. All contracts with all contractors must also include a recitation of this License, incorporate this License by reference, and include a mandate for the insurance and any other language required to make this License and each obligation of a contractor hereunder enforceable against the applicable contractor for the benefit of the Developer and ultimately the City. The City is an intended third-party beneficiary of all such contracts.

17. Insurance.

(a) Coverage. Developer and each contractor performing any work at any time must at all times during their involvement with the Project have in place and maintain the following minimum insurance coverages:

Workman's Compensation: Statutory Coverage

Bodily Injury and Property Damage Other Than Automobile:

Each Occurrence \$1,000,000

Aggregate \$2,000,000

Bodily Injury Liability and Property Damage Liability Automobile:

Bodily Injury Liability \$500,000 Each Person

Each Occurrence \$1,000,000

Property Damage Liability \$1,000,000 Each Occurrence

Combined Single Limit for Bodily Injury and Property Damage Liability

Each Occurrence \$2,000,000

(b) Certificates. Developer must require evidence of all such insurance (i.e., certificates) from all proposed contractors, unless an exception is granted by the City. In any case all coverages must be in place and certificates evidencing the same must be in possession of the Developer prior to the Developer entering into any contract with any contractor and prior to such contractor entering upon the Right of Way for any reason. Each policy and certificate must name the City as an additional insured. The Developer will provide copies of all certificates to the City upon request. All contracts must include a provision stating that failure of that contractor to submit certificates upon demand, or failure to keep insurance current, will result in termination of the applicable contract.

18. City Approval. Any time this License requires the Developer or any other party to give the City any notice, or to otherwise obtain the City's approval of any matter, such notice must be in writing and submitted to the City care of the City Manager. This License is

contingent upon approval by the City Council. Any amendment to this License must likewise be ratified and approved by the City Council. Any and all approvals will be given or withheld in the City's sole discretion.

19. Indemnification. Developer will save, defend, indemnify, and hold the City and its officials, employees, officers, and agents (such parties are included in the term "City" in this section), harmless from and against any liability, cost, expense (including attorney's fees), or claim that is made against the City or incurred by the City as a result of: (a) any breach of this License or the other Work Documents by Developer, its agents and contractors, and others acting for or through Developer; (b) any bad act, omission, or negligence of Developer, its agents and contractors, and others acting for or through Developer; and/or (c) all claims for damages to public or private property and for injuries to persons arising out of the work or presence of Developer, and its agents and contractors, and others acting for or through Developer, with respect to this License and/or the Project. Without limitation, the foregoing includes any matter disclosed in a default notice under Section 11, cure by the City of any Developer breach, failure to construct the Project in accordance with the Work Documents, damages to the Right of Way or users thereof, any warranty claim, and any other claims arising from Developer's work.

20. Warranty. Developer will and does hereby warrant the Project to be free of defects as stated in this section. With respect to materials, this warranty is for a period equal to the longer of (a) any applicable warranty given by any contractor or material manufacturer/supplier, or (b) five years from Delivery. With respect to construction (and not materials), this warranty is for a period of three years from and after Delivery. Developer hereby assigns to the City, and will, from time to time, assign by further act as needed, all warranties received by any contractor, licensor, or material manufacturer/supplier with respect to the Project. Developer will at its sole cost and effort promptly repair, replace, and supplement the Project at any time required to remedy any defect covered by the warranty set forth in this section provided that the City makes a claim within the applicable warranty period; and provided, further, that any latent defect which existed during the warranty period but was not discovered until after the warranty period will likewise be covered by this warranty and repaired by Developer provided that the City notices Developer of the discovery of said latent defect within 60 days of discovery. Any greater warranty required in any other Work Documents will expand the warranty set forth herein.

21. Developer Takes the Premises "As-Is." Developer takes this License and its use of the Right of Way "as-is" and in its current condition.

22. No Claims or Causes of Action Regarding Adverse Possession, Prescriptive Easement, or Similar Theories. The Developer acknowledges and agrees that any prior use by the Developer (or its predecessors) of the Right of Way was done or occurred with permission, and that any future use of the Right of Way by Developer will also be deemed permissive. Developer agrees not to claim any right or assert any cause of action regarding adverse possession, prescriptive easement, acquiescence, or similar legal theory against the City with regard to the Right of Way.

23. Remedy of Specific Enforcement. As many of the obligations under this License are for the protection of the City and its Right of Way, and monetary damages may be difficult or impossible to establish for certain breaches, the City will be entitled to specific enforcement of said provisions of this License and injunctive relief for the same, without need for bond or the posting of any other security.

24. Submission to Jurisdiction. The parties submit to the exclusive jurisdiction of the courts of the state of Michigan, the Allegan County Circuit Court, and the Western District of Michigan Federal Court of the United States, sitting in Kent County, for the purpose of any action or proceeding arising out of or relating to this License.

25. Notices. All payments or notices that are required or authorized to be given under the terms of the License shall be made in writing. Service may be made by personal delivery (to the City Supervisor), which is effective as of delivery. Service may be made by United States first-class mail with postage prepaid, addressed to the City at or to Developer at the addresses first written above, which is effective two days after deposit in the mail. Service may also be made by email, provided that in this case service is only effective when the email is acknowledged or responded to by the recipient by timely return email.

26. General Terms. No party may assign or delegate any of its rights, interests, duties, obligations, and/or benefits hereunder. Any attempt in contravention of the foregoing is void. The City will not be charged with waiver of any term or provision of this License unless set forth in a signed writing. If any provision of this License is held in whole or in part to be unlawful or invalid, the remainder of such provision and this License as a whole will remain in full force and effect with the offending term or provision being stricken, and the remainder of the License being read in congruence with the intentions of the parties as evidenced by this License, including the stricken term. This License: (a) sets forth the entire understanding of the parties as to its subject matter and all other representations and understandings are merged herein; (b) shall inure to the benefit of and be binding upon the parties and their respective successors and permissible assigns, if any; (c) shall be governed, construed, interpreted, and enforced in accordance with the laws of the state of Michigan; (d) may be executed in counterparts and delivered by any reasonable means; and (e) may be amended in writing only signed by the City and Developer.

(Remainder of page left intentionally blank.)

IN WITNESS WHEREOF, the parties have executed this License as of the date first set forth above.

DEVELOPER:

DUNE RIDGE SA, LP, a Michigan limited partnership

By: _____

*

Its: _____

CITY:

CITY OF SAUGATUCK, a Michigan home rule city

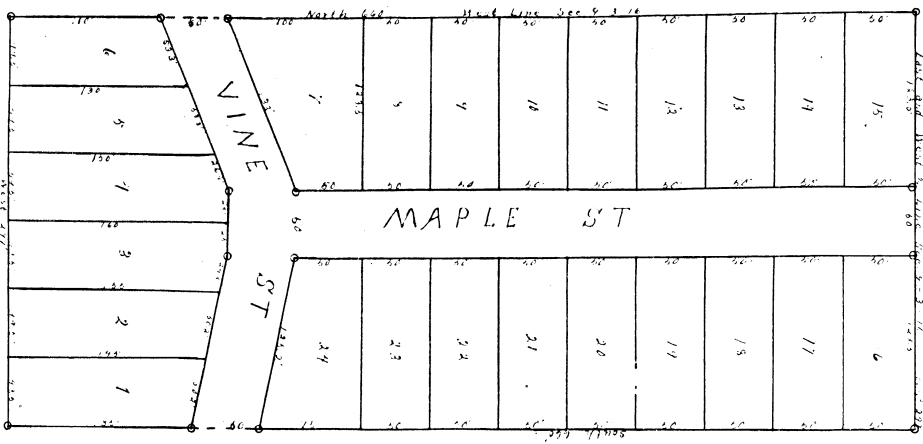
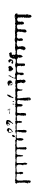
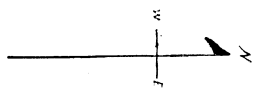
By: _____

_____, _____

By: _____

_____, _____

Place of Beginning
West & Point of Site & 1/4



Handwritten notes:
T. & M. H. H. Co.
Carpenter Shop
Carpenter Shop
R. E. G. Co.
R. E. G. Co.
R. E. G. Co.
R. E. G. Co.

Handwritten signature:
Nathan Simpson

Handwritten signature:
Nathan Simpson

Handwritten signature:
Nathan Simpson

Handwritten signature:
Nathan Simpson

UPHAM'S ADDITION TO THE VILLAGE OF SAUGATUCK, ALLEGAN COUNTY, MICH.

KNOW ALL MEN BY THESE PRESENTS, That we S. D. Upham as proprietor and Caroline his wife, have caused the land embraced in the annexed plat to be surveyed, laid out, and platted, to be known as Upham's Addition to the Village of Saugatuck, and that the streets as shown on said plat are hereby dedicated to the use of the public.

Signed and sealed in the presence of

Handwritten signature:
S. D. Upham

Handwritten signature:
Caroline Upham

STATE OF MICHIGAN }
County of Allegan. } ss.

On this _____ day of _____, 1910, before me, a Notary Public in and for said county, personally came the above named S. D. Upham and Caroline his wife, known to me to be the persons who executed the above dedication, and acknowledged the same to be their free act and deed.

My commission expires _____, 1914.
Notary Public, Allegan County, Mich.

DESCRIPTION OF LAND PLATTED

The land embraced in the annexed plat of Upham's Addition to the Village of Saugatuck is described as follows: Commencing at the west quarter-post of section 9, town 3 north, range 16 west, thence east 597 feet, thence south 660 feet, thence west 297 feet, thence north 660 feet to the place of beginning.

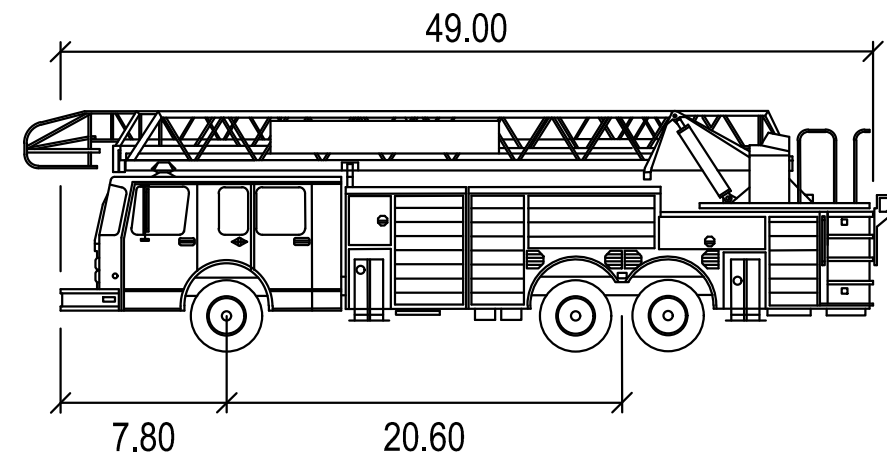
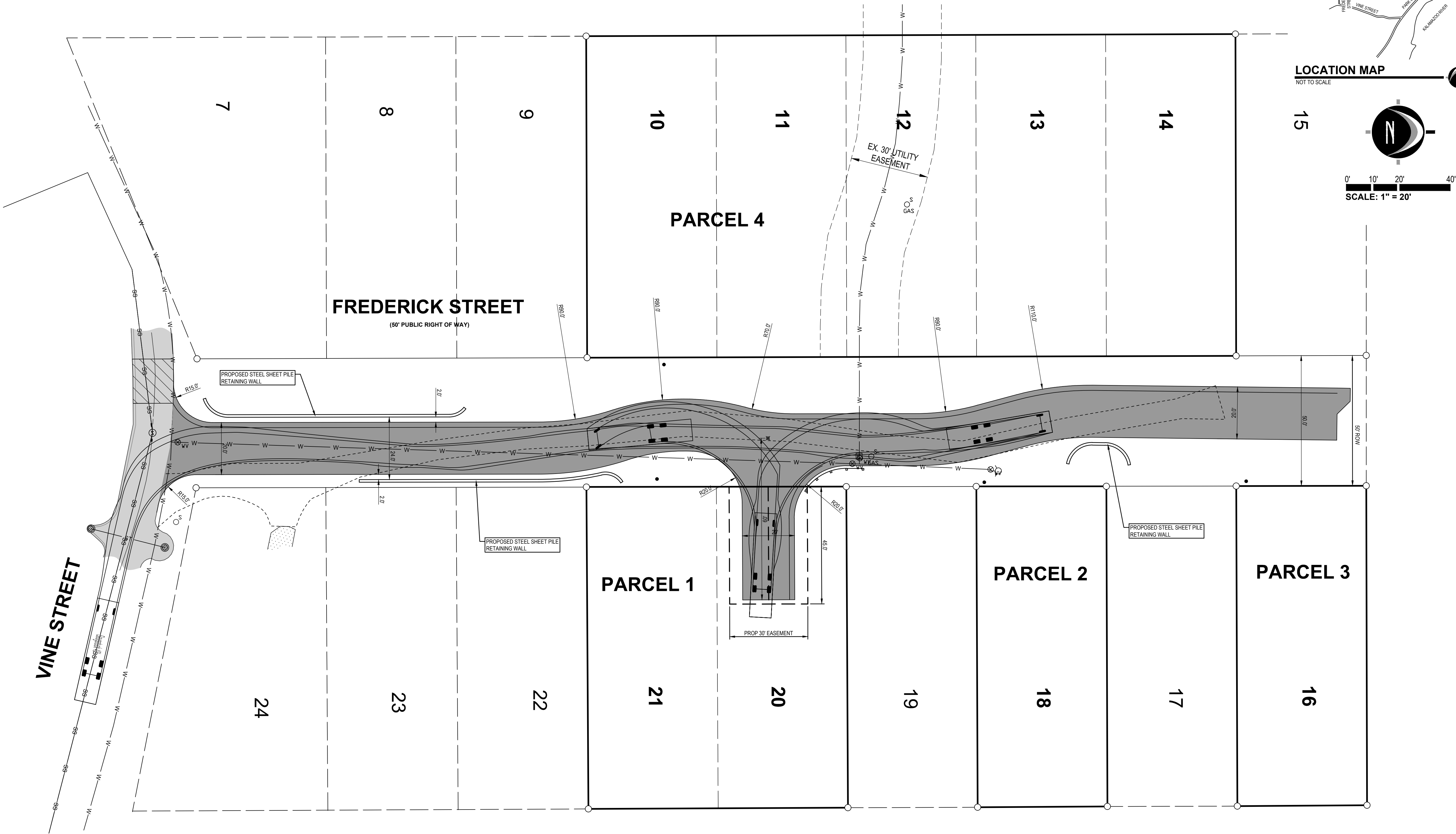
SURVEYOR'S CERTIFICATE

I hereby certify that the plat herein delineated is a correct one, and that permanent monuments consisting of iron 1 inch by 2 1/2 inches have been planted at points marked thus "o", as thereon shown at all angles in the boundaries of the land platted, and at all intersections of streets.

Surveyor.

Handwritten signature:
Charles J. H. Co.

REVISIONS:			
Title: Client Submittal	Checked: KDW	V. Date: 08/17/17	S. Date: 08/17/17
Drawn: DWD	Checked: KDW	V. Date: 09/19/17	S. Date: 09/19/17
Title: Owner Review	Checked: KDW	V. Date: 11/13/17	S. Date: 11/13/17
Drawn: DWD	Checked: KDW	V. Date: 11/22/17	S. Date: 11/22/17
Title: Review comments	Checked: KDW	V. Date: 05/14/18	S. Date: 05/14/18
Drawn: DWD	Checked: KDW	V. Date: 05/30/18	S. Date: 05/30/18
Title: Twp. Eng. Review	Checked: KDW	V. Date: 07/10/18	S. Date: 07/10/18
Drawn: DWD	Checked: KDW	V. Date: 07/10/18	S. Date: 07/10/18
Title: Per Owner Review	Checked: KDW	V. Date: 07/10/18	S. Date: 07/10/18
Drawn: DWD	Checked: KDW	V. Date: 07/10/18	S. Date: 07/10/18
Title: City Eng. & Owner Review	Checked: KDW	V. Date: 07/10/18	S. Date: 07/10/18
Drawn: DWD	Checked: KDW	V. Date: 07/10/18	S. Date: 07/10/18
Title: MDEQ Permit Set	Checked: KDW	V. Date: 07/10/18	S. Date: 07/10/18
Drawn: DWD	Checked: KDW	V. Date: 07/10/18	S. Date: 07/10/18

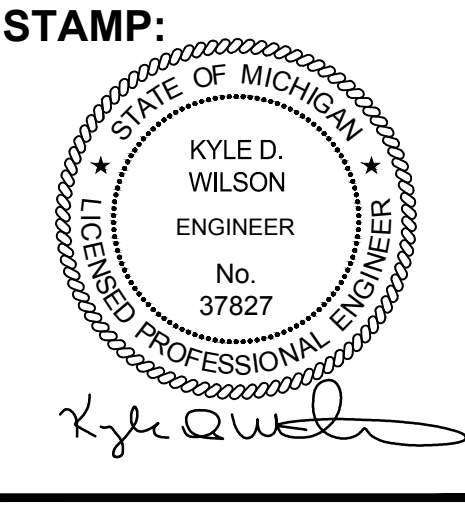


Saugatuck 49'		feet
Width	:	8.50
Track	:	7.00
Lock to Lock Time	:	6.0
Steering Angle	:	36.0



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

NOTE: EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "PLAN" WERE OBTAINED FROM AVAILABLE AS-BUILT RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.



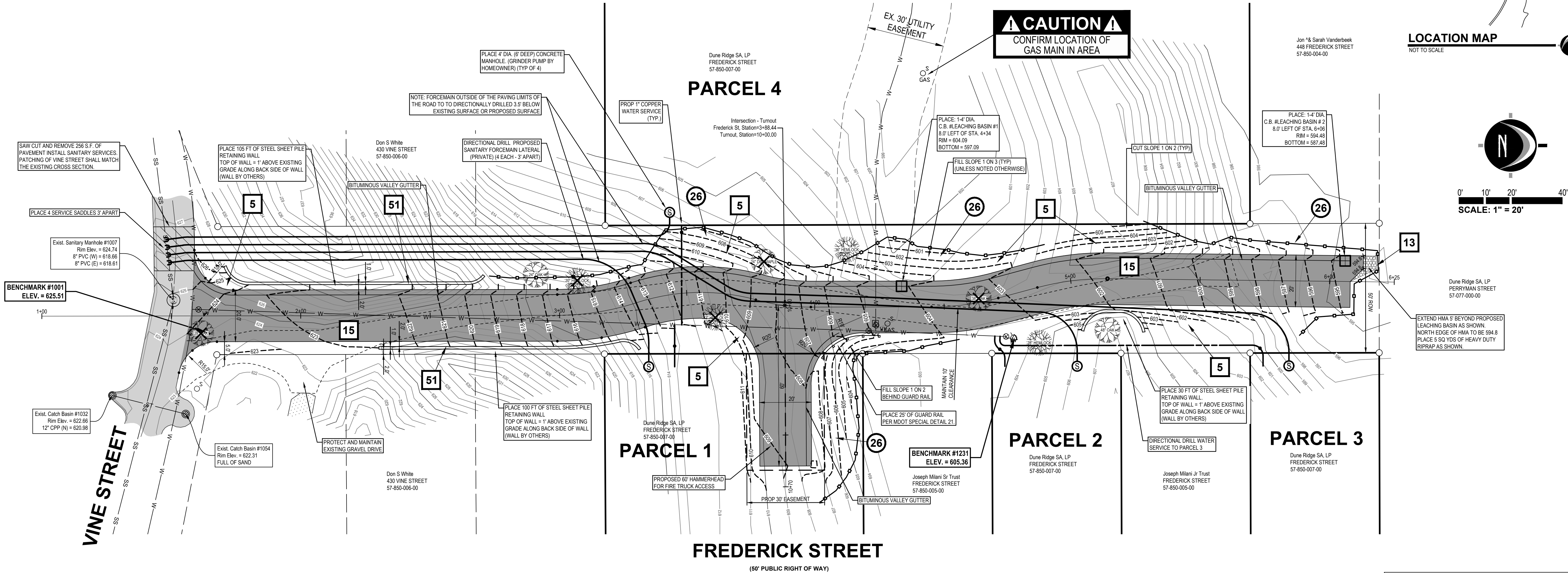
BENCHMARKS

BENCHMARK # 1001 ELEV. = 625.51 (NGVD29)

Spindle in North side of 28" Oak Tree. Located 16'± North of the centerline of Vine Street & 7'± West of the East right-of-way corner for Frederick Street

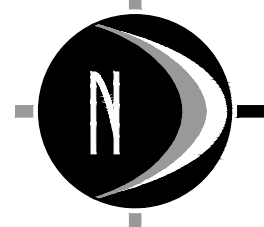
BENCHMARK # 1231 ELEV. = 605.36 (NGVD29)

Northeast flange bolt under "MADE" in "MADE IN USA", 1.7'± above grade. Located 14'± East of the centerline of Frederick Street and 325'± North of the centerline of Vine Street.



LOCATION MAP

NOT TO SCALE

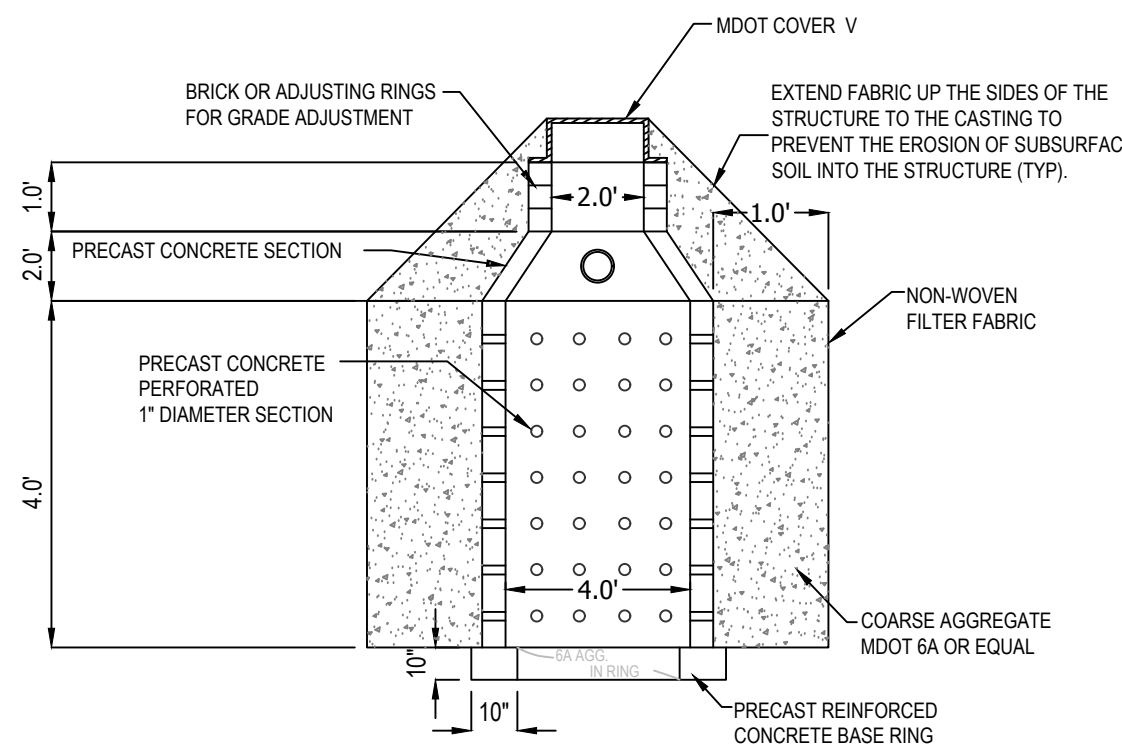


0' 10' 20' 40'
SCALE: 1" = 20'

EXTEND HMA 5' BEYOND PROPOSED LEACHING BASIN AS SHOWN. NORTH EDGE OF HMA TO BE 594.8. PLACE 5 SQ YDS OF HEAVY DUTY RIPRAP AS SHOWN.

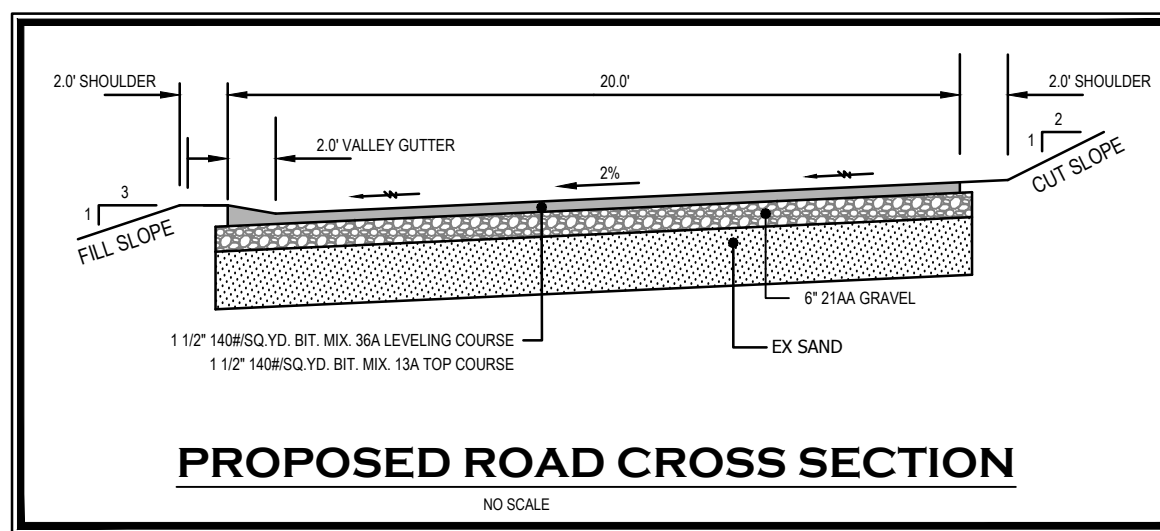
FREDERICK STREET

(50' PUBLIC RIGHT OF WAY)



TYPICAL LEACH BASIN DETAIL

N.T.S.



PROPOSED ROAD CROSS SECTION

NO SCALE

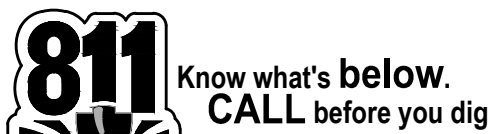
NOTE:
1. ALL WORK TO BE COMPLETED IN ACCORDANCE WITH MDEQ PERMIT NO. 14-03-0020-P ISSUED 8/20/2014
2. THIS WORK IS LOCATED WITHIN A CRITICAL DUNE AND HIGH RISK EROSION AREA. CONTRACTOR TO BE SENSITIVE TO THE ENVIRONMENT AND MUST TAKE EVERY PRECAUTION TO MINIMIZE DISTURBANCE. AREAS ADJACENT TO NEW ROADWAY TO BE RESTORED WITH DUNE GRASS.
3. ROADWAY GRADING SHALL INCLUDE REMOVAL OF THE UPPER 4\"/>

SOIL EROSION AND SEDIMENTATION CONTROL NOTES:

- CONTRACTOR SHALL POSSESS THE SOIL EROSION AND SEDIMENTATION CONTROL PERMIT PRIOR TO START OF ANY EARTH WORK.
- CONTRACTOR SHALL MODIFY THIS SOIL EROSION AND SEDIMENTATION CONTROL PLAN TO SHOW THE ADDITIONAL CONTROL MEASURES INTENDED TO BE USED DURING CONSTRUCTION. SUBMIT MODIFICATIONS TO THE CONTROLLING AGENCY, THE OWNER, AND THE ENGINEER.
- EROSION PROTECTION SHALL BE PROVIDED AT ALL STORM SEWER INLETS AND OUTLETS. ALL BARE EARTH SHALL BE STABILIZED WITH SEEDING.
- LOCATION AND TYPE OF EROSION CONTROL MEASURES ARE IDENTIFIED ON THE SKETCH BY KEY NUMBERS, e.g., [] RELATING TO THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY UNIFIED KEYING SYSTEM AND BEST MANAGEMENT PRACTICES.
[] DENOTES TEMPORARY PRACTICES
[] DENOTES PERMANENT PRACTICES
- TRACKING OF MATERIAL AND CONSTRUCTION DEBRIS ON TO PUBLIC ROW WILL NOT BE PERMITTED. PUBLIC ROWS MUST BE KEPT CLEAN AND CLEAR OF DEBRIS AT ALL TIMES. IN THE EVENT THERE ARE REPEATED OFFENSES THE CITY MAY USE THESE FORCES TO CLEAN AND INVOICE THE DEVELOPER FOR COSTS.

LEGEND

	Concrete
	Existing Asphalt
	Proposed Asphalt
	Ex. Grade Contour
	Prop. Grade Contour
	Telephone Riser
	Sanitary Sewer manhole
	Power Pole
	Light Pole
	Electric Meter
	Electric Riser
	Hydrant
	Post
	Round Catch Basin
	Rectangle Catch Basin
	Mail Box
	Road Sign
	Gas Meter
	Deciduous Tree
	Remove Existing Tree



UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.
NOTE: EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "PLANS" WERE OBTAINED FROM AVAILABLE AS-BUILT RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.

NEDERVELD
www.nederveld.com
800.222.1868
GRAND RAPIDS
217 Grandville Ave., Suite 302
Grand Rapids, MI 49503
Phone: 616.575.5190
ANN ARBOR
CHICAGO
COLUMBUS
HOLLAND
INDIANAPOLIS
ST. LOUIS

PREPARED FOR:

Dune Grass SA GP, LLC
Paulus Heule

231 West Fulton Street
Grand Rapids, MI 49503
Phone: 616.855.3333

REVISIONS:

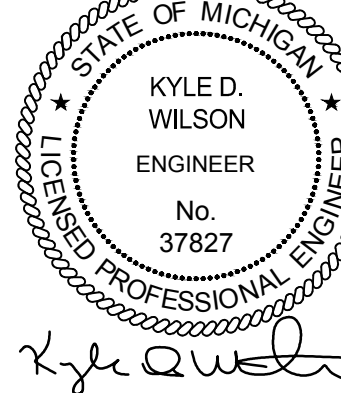
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Drawn/DWD	Checked/KDW S. Date: 08/17/17
Title: Owner Review	V. Date: 08/19/17
Drawn/DWD	Checked/KDW S. Date: 08/19/17
Title: Review comments	V. Date: 11/13/17
Drawn/DWD	Checked/KDW S. Date: 11/13/17
Title: Twp. Eng. Review	V. Date: 11/22/17
Drawn/DWD	Checked/KDW S. Date: 11/22/17
Title: Per Owner Review	V. Date: 05/14/18
Drawn/DWD	Checked/KDW S. Date: 05/14/18
Title: City Eng. & Owner Review	V. Date: 05/30/18
Drawn/DWD	Checked/KDW S. Date: 05/30/18
Title: MDEQ Permit Set	V. Date: 07/10/18
Drawn/DWD	Checked/KDW S. Date: 07/10/18

Frederick Street

S.E.S.C. & Grading Plan

PART OF SECTION 9, T3N, R16W,
CITY OF SAUGATUCK, ALLEGAN COUNTY, MICHIGAN

STAMP:



PROJECT NO:
17200672

SHEET NO:
C-300

PREPARED FOR:
Dune Grass SA GP, LLC
Paulus Heule

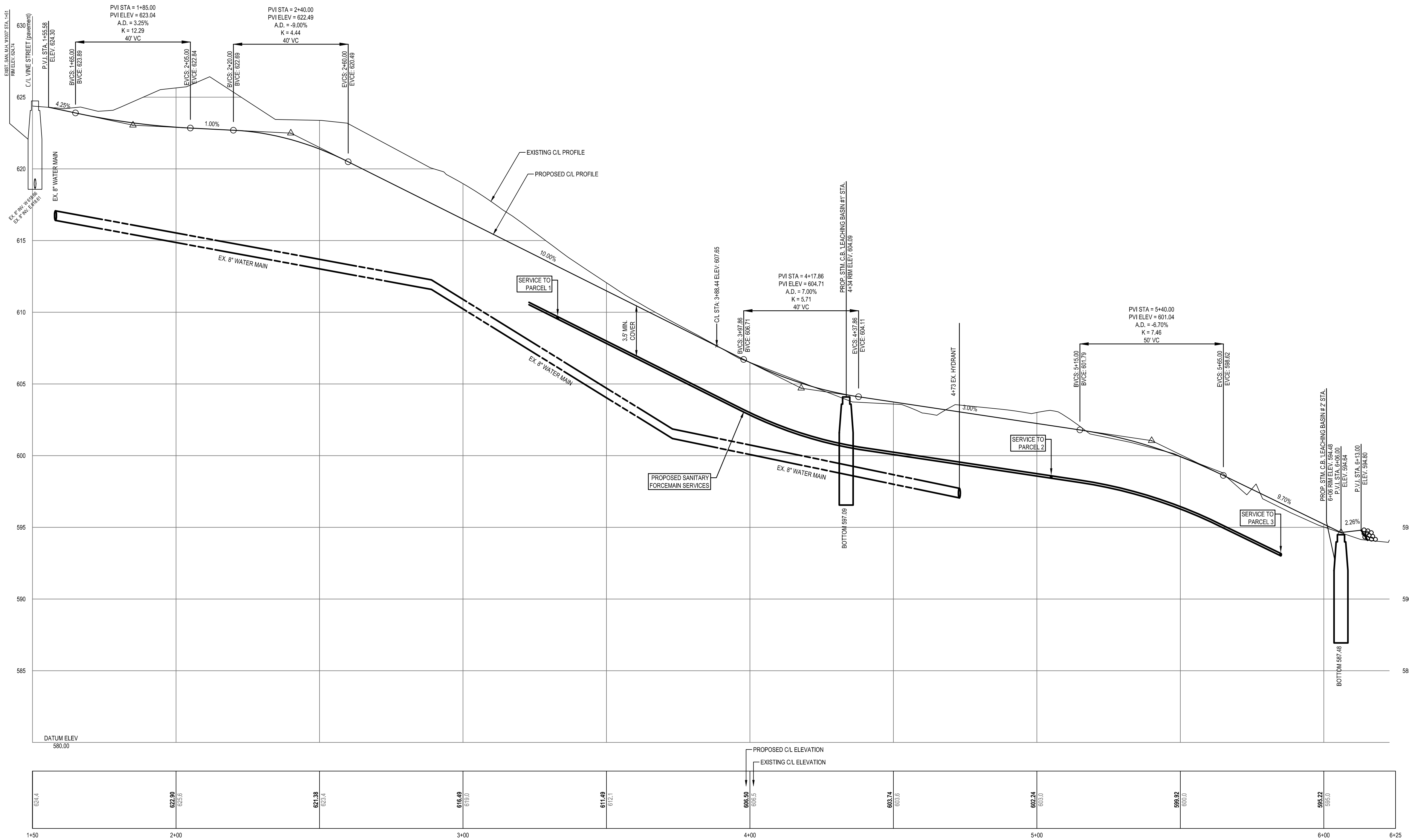
231 West Fulton Street
Grand Rapids, MI 49503
Phone: 616.855.3333

REVISIONS:		
Title: Client Submittal	V. Date: 08/17/17	
Drawn: DWD	Checked: KDW	S. Date: 08/17/17
Title: Owner Review	V. Date: 09/19/17	
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Frederick Street
Proposed Profile
PART OF SECTION 9, T3N, R16W,
CITY OF SAUGATUCK, ALLEGAN COUNTY, MICHIGAN

STAMP:
STATE OF MICHIGAN
KYLE D. WILSON
ENGINEER
No. 37827
LICENSED PROFESSIONAL ENGINEER
Kyle D. Wilson

PROJECT NO:
17200672
SHEET NO:
C-400



FREDERICK STREET
(50' PUBLIC RIGHT OF WAY)

HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 4'

811 Know what's below.
CALL before you dig.
UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.
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Applicant Name:	HNF-BG7Z-9F0Q6 - Paul Heule, Dune Ridge SA LP	Date Photos Taken:	8/3/18
Site Name:	03-Dune Ridge SA LP @ Fredrick Street-Saugatuck	Photos Taken By:	John Bayha
Other File Number:			

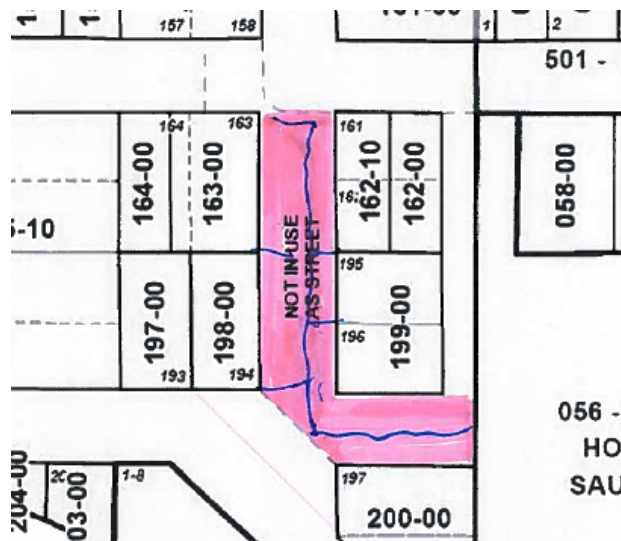




City Council Workshop Discussion Item

To: Saugatuck City Council
From: Kirk Harrier—City Manager
Date: February 21, 2019
Re: Street Vacation Request (Portion of Grand and Culver Street)

The City Council approved a license agreement for the property owners at 454 Lake Street to make improvements in the City right-of-way in 1992 and again in 2018. I have attached the last approved license agreement to this report. The property owners cut the top of a tree off within the City's right-of-way while making the improvements as identified in the Agreement without prior approval and installed a light fixture to a tree. The City's Tree Ordinance does not allow the installation of light fixtures to be mounted on trees in the right-of-way. However it is questionable, due to the extensive cutting, if the "tree" even qualifies as a tree. It is more of a stump now. The property owners have submitted a request to vacate a portion of Grand Street and Culver Street. The section of streets requested to be vacated are currently unimproved and due to the terrain unlikely to ever be improved into an actual street by the City. If the City vacates the section of streets requested, the "tree/light" violation issue would no longer be in the City right-of-way. If the City Council were interested in vacating the sections of Grand and Culver Streets, it would be recommend to reserve a utility easement through the portions of vacated streets as in past street vacation approvals. There is some benefit to the City in considering vacating these portions of streets. If the vacations are approved, the surrounding property owners would assume the portion of vacated street into their property description and thus eliminating the liability of maintenance of dead or fallen trees within the unimproved platted street location.



LICENSE AGREEMENT

This License Agreement (“**Agreement**” or “**License**”) is between the City of Saugatuck, a Michigan home rule city of, attention City Manager, 102 Butler Street, P.O. Box 86, Saugatuck MI, 49453 (“**City**”) and Donna K. Grow, of P.O. Box 100 Rensselaer, Indiana 47978 (“**Owner**”), dated this 26th day of March 2018.

RECITALS

- A. The Owner owns real property located at 454 Lake Street in the City (the “**Property**”) as shown on the attached Exhibit A, which is incorporated by reference.
- B. The City owns a 66 foot wide undeveloped right of way known as Culver Street as well as an undeveloped right of way known as Grand Street, (collectively the “**Right of Way**”) which lie to the north of the Property.
- C. The City previously granted a License to prior owners of the Property by a Revocable License Agreement dated March 25, 1992, with respect to two concrete retaining walls and a driveway which encroached on the Right of Way by approximately 33 feet, (collectively the “**Existing Improvements**”). The benefit of the prior Revocable License Agreement has inured to the benefit of Owner.
- D. To improve the safety of pedestrian and automobile traffic exiting the Property, Owner has approached the City seeking approval to construct a cobble stone parking, turn-around area on the Right of Way, with approximate dimensions of 26 feet of total length on the north/east side and 24.5 feet on the west side, as shown on the site plan attached as Exhibit A and incorporated by reference, with the existing timber retaining wall on the North side being extended and with a stone stacked wall on the west side being installed (the “**New Improvements**”).
- E. The encroachment area requested for the New Improvements is shown on Exhibit A outlined in heavy black (“**Encroachment Area**”). The Encroachment Area is within the Right of Way.
- F. The City has no current plans to develop the Encroachment Area for public uses. While the City is amenable to permitting the installation, operation and maintenance of the New Improvements by Owner, it wishes to retain all of its legal and equitable interest in the Right of Way and Encroachment Area and to reserve its right to require the removal of any improvements installed in the Encroachment Area by the Owner, or any permitted successor or agent, at no cost to the City or its taxpayers.
- G. The City has agreed to permit Owner to use the Encroachment Area to install the New Improvements consistent with the terms of this Agreement.

NOW, IN CONSIDERATION of the covenants contained in this License, the sufficiency of which is acknowledged by the parties, the City grants to Owner a license as provided below:

1. **Affirmation and Integration.** The parties affirm that the Recitals set forth above are correct and shall be treated as an integral part of this Agreement.

2. License. The City grants to Owner, and Owner accepts from the City, a license to install, construct, operate and maintain the New Improvements on, over, and across the Right of Way within the Encroachment Area as shown on Exhibit A, subject to the terms and conditions of this License and subject to Owner's payment to the City of all costs and expenses incurred by the City in the preparation or review of this Agreement and obtaining a tree permit from the City of Saugatuck Zoning Department for the removal of any trees. This license granted herein may not be construed or interpreted to be a grant of any real property interest in the Right of Way and Encroachment Area or other property of the City to Owner.

3. Term. The license granted herein shall commence on the date, first written above and will terminate at such time as provided herein. This License may be terminated by the City in its sole discretion at any time, by written notice to the then owner of the Property. The Owner, by signing below, acknowledges and agrees that it takes this License, and makes any improvements as authorized herein, solely at its own risk. In the event the License is terminated, Owner shall at no cost or expense to the City and within thirty (30) days following the termination: (i) remove all New Improvements, but not any Existing Improvements, within the Encroachment Area, (ii) vacate the Encroachment Area, and (iii) restore the Encroachment Area to its condition immediately prior to the issuance of this License. Any portion of the New Improvements remaining within the Encroachment Area thereafter that are not Existing Improvements will be deemed abandoned by Owner, and the City may dispose of the same as it sees fit in its sole discretion and without liability to the Owner, its successors or assigns. If the City is required to contract for or perform directly any work in the Right of Way or elsewhere directly as a result of the New Improvements, Owner shall pay the actual cost thereof to the City promptly upon demand, whether the demand precedes or follows actual performance of work. In the event the License is terminated, neither Owner nor any successor or assign shall be entitled to any damages or compensation of any kind.

4. Use. The Encroachment Area may be used by Owner solely to construct, operate and maintain the improvements constituting the New Improvements, as shown on Exhibit A. All costs of any type associated with the construction or use of the New Improvements within the Encroachment Area shall be the sole responsibility of Owner and no construction may occur until the City has reviewed all plans and designs for such work and approved of the same in writing. Owner acknowledges and agrees that it has inspected the Encroachment Area and has determined such premises to be in a satisfactory condition and that Owner's entry upon and use of the Encroachment Area constitutes acceptance of the Encroachment Area on an "as is" basis. The City makes no representations or warranties as to the condition of the Encroachment Area, the suitability of the use of the Encroachment Area proposed by Owner, or any physical or other condition associated with the Right of Way or Encroachment Area. The City will have no liability or responsibility for the design, engineering, or operation of the New Improvements as a result of granting this license. Owner will comply with all applicable ordinances, laws, and regulations governing its use of the New Improvements and nothing herein shall be construed as a waiver of the application of any applicable ordinances, laws and regulations. Except as otherwise provided herein, Owner acknowledges that the Right of Way is not to be damaged in any way by the permitted encroachments, the presence of the encroachments, or by Owner's maintenance or related activities as to the encroachments, and that any and all such damage is Owner's responsibility to repair and restore. Accordingly, the Owner will, at its cost, modify, repair and/or restore the Right of Way and all improvements thereon, at the reasonable direction of the City, should the same in any way be damaged for a reason associated with the New Improvements. As to the foregoing, the Owner must restore the Right of Way and improvements to an as good or better condition than the same existed immediately prior to any such damage or disturbance.

5. Assignment. If the Owner proposes to transfer the Property to a new owner, the Owner shall give the City sixty (60) days' advance written notice of the proposed transfer. If the City fails to respond to the notice before the expiration of this sixty (60) day period, the transfer shall be deemed approved, and then this License and all of its terms shall automatically inure to the benefit of and be binding upon the heirs, personal representatives, assigns and successors in title of the parties hereto.

6. General Restrictions, Standards and Conditions. This License is subject to the following general restrictions designed to control the design, materials, construction and maintenance of the New Improvements:

A. The operation and use of the New Improvements shall not be conducted in such a way as to become a public nuisance; and the operation and use of the New Improvements shall not interfere with public access and public operations occurring on or in the Right of Way.

B. Owner is solely responsible for maintaining, in a clean and safe condition, the New Improvements within the Encroachment Area, during the term of this License. This right to use the Encroachment Area may not be construed or interpreted to be a grant of any interest in the Encroachment Area, Right of Way, or other property of the City to Owner. The City shall have no responsibility to snowplow, repair or maintain the New Improvements and Owner will be solely responsible for maintenance and repairs of the New Improvements.

C. The New Improvements shall only be located in that area expressly designated on Exhibit A.

7. Improvements. No additional improvements shall be made to the Encroachment Area by Owner beyond the New Improvements (and continued maintenance, repair and/or replacement of the Existing Improvements) unless the City approves of the same in writing prior to the performance of work by Owner or by a contractor approved in writing by the City.

8. Public Liability and Indemnity. Owner shall hold the City and its officers, employees, and agents harmless from, and defend and indemnify them against, any and all claims or lawsuits seeking recovery for damage or injury, including death, and against any other legal proceedings instituted against any of them, directly or indirectly, arising from the design, construction, or physical existence or use of the New Improvements within the Encroachment Area, or from the City's permitting Owner to install such encroachments, regardless of whether Owner or any of its officers, employees, or agents are negligent or otherwise culpable; provided, however, that nothing herein shall require Owner to indemnify the City, its officers employees, or agents against claims predicated upon the sole negligence, gross negligence or willful misconduct of the City, its officers, employees, or agents. Nothing herein shall be construed as a waiver by the City, its officers or employees of the defense of governmental immunity. The obligations of the parties as set forth in this paragraph shall survive the termination of this Agreement for a period of three years.

9. Insurance. Owner shall obtain, continuously maintain liability insurance coverage for the duration of this Agreement, and shall provide the City prior to execution of this Agreement, and from time to time thereafter, with proof of insurance acceptable to the City Manager. Such insurance shall have a limit of not less than \$500,000 per occurrence and \$1,000,000 general aggregate. The liability insurance shall insure against claims of bodily injury and property damage arising from the design, construction, or physical existence or use of the New Improvements within the Encroachment Area, and shall name the City as an additional insured with respect to such claims. The insurance must

contain an unqualified guarantee that the City will be provided with thirty (30) days prior written notice of cancellation, termination, non-renewal, or material change in coverage of the insurance policy provided. If Owner fails to maintain the required insurance in force, the City may, at its option, obtain such insurance at its own expense and bill the costs of the same plus administrative expenses of the City to Owner, which costs Owner agrees to promptly pay.

10. Casualty. In no event shall the City be responsible for loss or damage to the New Improvements, improvements, or personal property owned or used by Owner or placed in the Encroachment Area by Owner, which are caused by fire, theft, loss, vandalism or other casualty.

11. Acknowledgements. Owner acknowledges and agrees that the City is the owner of the Encroachment Area, that the license granted under this License involves the permission to enter and use property which is public property, that the public's rights are paramount, and that Owner's use of the Encroachment Area may not interfere with the public's rights to the reasonable use of the same. Owner further acknowledges that its use of the Encroachment Area does not constitute any title, claim of right, or other interest in the Encroachment Area.

12. No Waiver. The failure of either party to enforce any covenant or condition of this License shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this License. No provision of this License shall be deemed to have been waived unless such waiver shall be in writing.

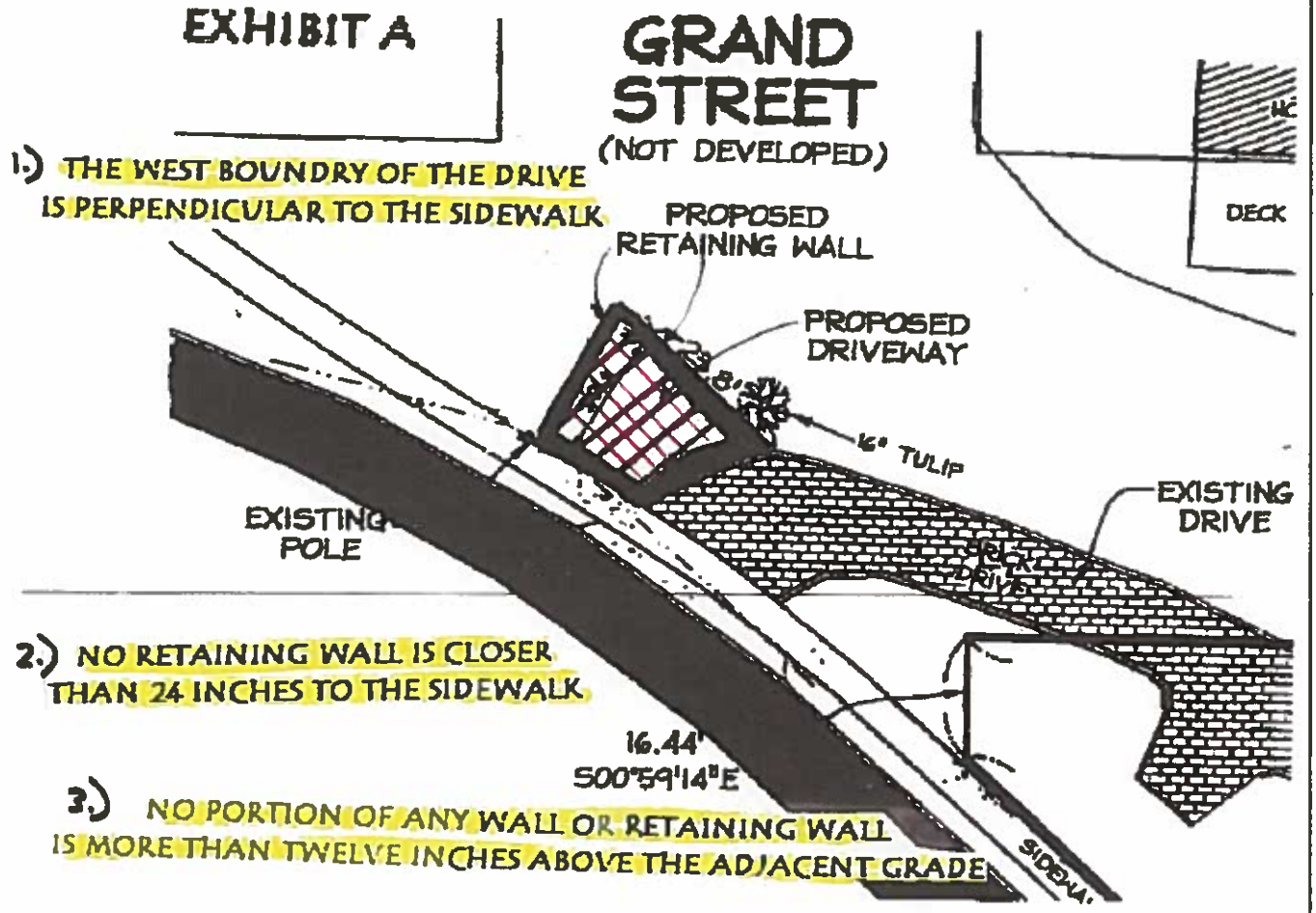
13. Copies. The License may be executed in two or more counter-parts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Laws. This License shall be interpreted and enforced by the laws of the State of Michigan.

15. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by overnight express courier, postage prepaid, addressed to the party to be so notified, at the address identified on page one.

(Remainder of page left intentionally blank.)

EXHIBIT A
Site Plan

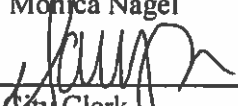


CITY OF SAUGATUCK,
a Michigan home rule city

By: Ken Trester

* 
Its: Mayor

By: Monica Nagel

* 
Its: City Clerk

* 
Donna K. Grow



City Council Workshop Discussion Item

To: Saugatuck City Council
 From: Kirk Harrier—City Manager
 Date: February 21, 2019
 Re: Coghlin Park Shoppers Dock Project Update

The MDEQ permit has been issued. The bid package has been turned in to Paul Peterson (MDNR) for his review/approval per the grant requirements. F&V is doing their final in-house QAQC review at the same time. Once F&V gets MDNR approval, they will be ready to advertise for bids. F&V will be sending the advertisement directly to prospective bidders, as well as the normal industry listings, allowing 2-3 weeks for bidding. Issuing a contract should be relatively quick and it shouldn't take much more than 2 weeks to install (after some fabrication time). F&V reports, "Unless the City gets held up by MDNR for some reason (not anticipated since they've already approved the design study), the City should still be on track to have it up and running before Memorial Day weekend."

The City has also received a request to consider designating a small portion of the end of the proposed new dock to be reserved for loading and unloading people. For example, allowing boats to drop people off at the dock to come into town from the local marina or via a water taxi service. Below is the proposed dock configuration. A portion of the end of the dock, specifically slip 20, could be designated for this purpose if the Council is agreeable.

