CITY COUNCIL MEETING AGENDA
March 23, 2026

The meeting will start at 6:30 p.m.

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.** Approval of City Council Workshop Minutes from March 18, 2026. *Pg.3*
   - **B.** Resolution No. 260323-A - Adopting Early Voting Site and Municipal Agreement for Election Services Between the City of the Village of Douglas, Saugatuck Township, and City of Saugatuck. *Pg.7*
   - **C.** Resolution No. 260323-B - Approving the Amended and Restated Articles of Incorporation of the Interurban Transit Authority to Add the City of Fennville as a Member of the Authority. *Pg.19*
   - **D.** Resolution No. 260323-C - To Amend the Budget of the 2025/2026 General Appropriations Act. *Pg.*52
   - **E.** Resolution No. 260323-D - Approving Michigan Recreation Passport Grant Program Development Project Agreement. *Pg.64*
   - **F.** Township Cemetery Services Agreement Extension. *Pg.79*
   - **G.** Spear Street Launch Ramp Management Agreement. *Pg.87*
   - **H.** Miedema's Rangerbid Proposal and Agreement for Current and Future Surplus Equipment Auctions and Authorization for City Manager to Sign Titles. *Pg.93*
   - **I.** Proposal from Lakefront Roofing & Exteriors for Oval Beach Ticket Booth Repairs. *Pg.116*
   - **J.** Updated Capital Improvement Plan. *Pg.122*
   - **K.** Oval Beach Pass Request – Hope College for Saugatuck Harbor Natural Area Research. *Pg.126*

L. Pallet Sign Banner Application – Spring Gallery Stroll. *Pg.127*

10. Approval of Accounts Payable

A. Accounts payable in the amount of $102,813.12. Pg.129

11. Public Hearings

A. Ordinance 260323-A - An Ordinance to Amend the Zoning Ordinance and Zoning Map of the City of Saugatuck by Approving a Planned Unit Development Overlay and Associated Plan for 640 Water Street. Pg.131

12. Unfinished Business

13. New Business

A. Ordinance 260323-A - An Ordinance to Amend the Zoning Ordinance and Zoning Map of the City of Saugatuck by Approving a Planned Unit Development Overlay and Associated Plan for 640 Water Street. *(Roll Call) Pg.131*

. Planning Commissioner Matter. *Pg.171*

14. Staff Reports, Boards, Commissions & Committees:

A. Staff Reports:

1. City Manager. *Pg.216*

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
10. Water System Operations Contract Advisory Committee
11. Logo and Branding Advisory Committee
12. Parking Improvements Task Force

15. Public Comments

16. Correspondence:

A. Jim Bouck. *Pg.219*

17. Council Comments

18. Adjourn *(Voice Vote)*

CITY COUNCIL WORKSHOP MEETING MINUTES
March 18, 2026

The City Council met for a Workshop Meeting at 4:00 p.m.
City Hall
102 Butler St., Saugatuck, MI 49453.

Call to Order:
The meeting was called to order by Mayor Anderson at 4:00 p.m.

Attendance:
Present: Mayor Anderson, Mayor Pro Tem Clark and Councilmembers Dean, Gardner, Stanton and Peterson. Stanton left meeting at 5:05 p.m.
Absent: Muncey.

Motion by Peterson, Second by Dean to excuse Muncey's absence. Via voice vote, motion carried 6-0.

Others Present: City Manager Cummins, Attorney Witte, Engineer Moxey, Treasurer Bredeweg, DPW Superintendent Herbert, DPW Admin/Project Coordinator Gibson and Clerk Wolters.

Agenda Changes: None.

Public Comment on Agenda Items Only: None.

Approval of Minutes:
Regular City Council Meeting Minutes – March 9, 2026 & Closed City Council Meeting Minutes – March 9, 2026:

Motion by Stanton, second by Peterson to approve the minutes of the regular city council meeting from March 9, 2026, as well as the closed city council meeting minutes from March 9, 2026. Via roll call vote, motion carried 6-0.

Guest Speaker:
Jill Dunham – Allegan County Broadband Project Manager – County Broadband Project Update.:

Jill Dunham presentation provided a comprehensive wrap-up of Allegan County's multi-year broadband expansion effort and how it affects Saugatuck and surrounding communities. She explained that her county role is ending but she will continue similar work as Director of Community Engagement for 123.Net, remaining a resource for local governments and residents. Jill reviewed the original project objectives and timeline, from the 2022 RFP and Robin grant award through roughly two years of construction, which funded service to about 11,098 addresses plus 700 in Lee Township and an estimated 4,000 additional "incidental passing" addresses. She described the shift in the federal BEAD

program: Michigan's original $1.6B allocation was cut to roughly $924M after the program was made "technology-neutral," opening the door to satellite instead of prioritizing fiber. She noted that 123.Net was the second-largest BEAD awardee statewide and secured most of the Allegan County addresses. Jill emphasized that Allegan County is about 99.8% complete on its county-led fiber build (over 1,038 miles and about 10,840 grant-eligible active addresses). For Saugatuck specifically, she said broadband coverage is now strong: Comcast's existing network combined with Frontier's new fiber has created good service and competitive options, with additional alternatives like Starlink and some high-speed Verizon fixed wireless depending on location.

Discussion Items:

Amendment to Interurban Articles of Incorporation:

Council discussed an amendment to the Interurban Transit Authority's articles of incorporation to add the City of Fennville as a full participating member. City Manager Ryan Cummins explained that a successful pilot with three dedicated stops in Fennville has generated strong ridership and demonstrated clear community benefit. Deputy City Administrator Samuel Jacobs from Fennville clarified that the authority funding by a millage must be approved district-wide, not city-by-city, and that Fennville's operating costs would be covered through its share of that millage if approved. Council members asked what would happen if the millage increase fails; the response was that Fennville would remain in the authority under the articles, but point-to-point service might be limited and the exact service level would depend on available funding and future board decisions. Overall, council comments were supportive of including Fennville as a full participating member.

Oval Beach Concession Proposals:

DPW Superintendent Herbert reported that two proposals were received for operating the Oval Beach concession stand, with the stronger and more detailed proposal coming from Grow Estate LLC (dba Saga Taco). Alec and Lindsay Payleitner presented a two-part concept: (1) on-site sales of ready-to-eat, prepackaged snacks, drinks, and frozen treats, and (2) a "beachside delivery" service where customers can order hot food from the Saga Taco kitchen and have it delivered to designated locations on the beach. Council members were very positive about bringing a high-quality local brand to a "world-class" beach but probed logistics, including Monday service coverage in peak season, ensuring reliable connectivity for POS and ordering, safe and efficient delivery routes, realistic delivery time windows, and clear public communication about when services are available. There were questions of staging some popular hot items on site and exploring creative delivery ideas. Staff will refine the license agreement, utility cost approach, and operational details and bring back a polished agreement for council approval.

Stanton left meeting at 5:05 p.m.

Selection of an Auction Firm for Surplus Equipment:

The council reviewed options to dispose of six surplus DPW items (including a loader, dump truck, snow equipment, and trailers). DPW Admin/Project Coordinator Michelle Gibson summarized proposals from multiple auction firms, highlighting that Miedema's RangerBid that specializes in municipal online auctions and offers a 0% commission to the city, with a 10–12% buyer's premium paid by purchasers. By contrast, other options involved city commissions, advertising costs, or the need to transport equipment off-site. Council members agreed that online auction is now the most practical and effective approach and noted the importance of moving items quickly to avoid further

depreciation. Legal counsel explained that the city's purchasing ordinance requires council approval for surplus sales over $2,500, but that council could adopt a motion or resolution authorizing the use of this auction method and firm on a standing basis, with the manager empowered to execute titles.

Updated Capital Improvement Plan:
DPW Superintendent Herbert presented the updated Capital Improvement Plan for formal adoption, following the detailed workshop discussion held in February. He explained that the revisions reflect updated project costs, revised timing of several projects, and a more explicit description of the criteria used to prioritize investments, including Paser ratings, utility condition, traffic volume and type, non-motorized needs, drainage issues, maintenance costs, funding opportunities, and resident/council feedback. F&V's engineer, Jon Moxey, noted that the roadway condition survey is on a roughly 3–5-year cycle and is scheduled to be updated in the 2026–27 fiscal year, likely with field work this summer or fall. The plan positions the city to manage major street, utility, and facility needs in a more transparent and data-driven way.

Resolution No.260323-A - Adopting Early Voting Site and Municipal Agreement for Election Services Between the City of the Village of Douglas, Saugatuck Township, and City of Saugatuck:
Extension of Township Cemetery Agreement:
Clerk Jamie Wolters presented a new tri-community agreement for nine days of early voting. Under the proposal, all early voting for Saugatuck city, City of Douglas, and the Saugatuck Township will occur at Douglas's new municipal facility, which offers ample space and better logistical capacity. The agreement reduces Saugatuck's staffing obligation from four days of coverage to three. Wolters explained that voters will be formally notified about the change in early voting location, and that the three clerks will coordinate consistent public messaging. Council questions focused on communication and voter clarity, and members expressed support for the shared model as a more efficient and voter-friendly approach. The resolution authorizes execution of the municipal agreement and designates the Douglas facility as the early voting site.

Extension of Township Cemetery Agreement:
Council reviewed an extension of the long-standing agreement with Saugatuck Township covering cemetery mowing costs and burial pricing for city residents. Under the agreement, the city contributes a fixed annual amount toward cemetery maintenance, and in return, city residents receive "in-district" rates for burial plots and cremation rather than higher out-of-district pricing. The township provided data on recent resident use and the associated savings compared to non-resident rates, confirming the continued value of the arrangement. City Manager Cummins clarified the timing of the most recent $6,000 payment and how it aligns to the contract year (July–June). While the specific fee schedule has increased modestly since the last renewal, council viewed the terms as reasonable and beneficial to residents and was supportive of extending the agreement for another two-year term.

Budget Amendments for Fiscal Year 2025/2026:
Treasurer Bredeweg presented a comprehensive set of mid-year budget amendments, which she organized into three main categories: (1) timing shifts in CIP projects (e.g., Blue Star Trail – south, Maple Street DPW lot, Village Square water/sewer work) where expenditures are moving between the current and next fiscal year; (2) adjustments to reflect actual activity, such as interest earnings and insurance, which posts fully in July; and (3) forward-looking adjustments where staff expects activity before year-end (e.g., additional FOIA-related legal costs). Special notes included creating a

stand-alone elections department (moving election costs out of the clerk's general line and increasing the total due to unplanned elections), adding items like the City Hall elevator repair and holiday lighting installation, adding Mary Street and Elizabeth Street utility work, and fully recognizing the Maple Street grant and related cost shares with the township and fund transfers. City Manager Cummins explained that, net of these changes, the general fund is projected to use about $424,000 less fund balance than originally budgeted this year, largely because some capital costs are sliding into next year, though those costs are not gone and will still have to be funded.

Public Comments: None.

Council Comments:
Councilmember Peterson shared that she will be away for a period and said she would miss everyone, offering warm well-wishes and a lighthearted reference to taking a "field trip," to Florida.

Councilmember Gardner stated he had no additional comments.

Councilmember Clark also indicated he had no additional comments.

Councilmember Dean wished everyone a happy St. Patrick's Day.

Mayor Anderson thanked Councilmembers Peterson, Clark, and Gregory for agreeing to meet with Community Action of Allegan County to learn more about the recent change in providers for senior meals. She noted that Saugatuck Township plans to meet on Friday to consider a resolution asking the county to reconsider that provider change, and added that the Allegan County administrator has offered to meet with city representatives as well.

Adjournment:
Motion by Muncey, second by Garnder to adjourn the meeting. Upon voice vote, motion carried unanimously. Mayor Anderson adjourned the meeting at 5:04 p.m.

Respectfully Submitted

_____
Jamie Wolters, City Clerk

DRAFT

City Council Agenda Item Report

FROM: Jamie Wolters

MEETING DATE: March 23, 2026

SUBJECT: Early Voting agreement with Saugatuck Township and the City of the Village of Douglas.

DESCRIPTION:

Following the adoption of Proposal 2022-2, the Michigan Constitution requires municipalities to provide at least one early voting site for statewide and federal elections. Municipalities may meet this requirement individually or by entering into a joint agreement with other jurisdictions.

The previous early voting agreement between the City of Saugatuck and Saugatuck Township has concluded. In preparation for upcoming elections, the clerks from the City of Saugatuck, Saugatuck Township, and the City of the Village of Douglas have discussed entering into a new tri-community agreement to jointly conduct the required nine (9) days of early voting.

Under the proposed agreement, the City of the Village of Douglas would host the Early Voting site. Early voting must occur for at least eight (8) hours each day, beginning the second Saturday before the election through the Sunday before Election Day. Each participating jurisdiction would be responsible for staffing and operating the site for three (3) of the nine (9) days.

This partnership allows the communities to share costs and resources while ensuring compliance with state requirements and maintaining convenient early voting access for residents.

Staff recommends approval of Resolution 260323-A adopting the early voting site and municipal agreement with Saugatuck Township and the City of the Village of Douglas.

BUDGET ACTION REQUIRED: No Action Necessary.

COMMITTEE/COMMISSION REVIEW: N/A

LEGAL REVIEW: Yes.

SAMPLE MOTION:
Motion to approve/deny Resolution 260323-A adopting early voting site and municipal agreement with Saugatuck Township and the City of the Village of Douglas.

CITY OF SAUGATUCK

COUNTY OF ALLEGAN

RESOLUTION NO. 260323-A

RESOLUTION ADOPTING EARLY VOTING SITE AND MUNICIPAL AGREEMENT

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

RECITALS

Whereas, the voters in Michigan on November 8, 2022, approved the passage of Proposal 22-2, which in part, entitles voters the right, once registered, to vote in each statewide and Federal election in person at an early voting site prior to election day, open for nine (9) consecutive days for at least eight hours each day; and

Whereas, the Early Voting Precinct for all City of Saugatuck registered votes will be held at The City of the Village of Douglas, 415 W. Wiley Road, Suite 103, Douglas, MI 49406 as it meets polling place requirements; and

Whereas, the Early Voting Precinct for statewide state and federal elections will be open for nine (9) consecutive days beginning the second Saturday before election day through the Sunday before election day during the hours of 8 a.m. to 4 p.m.; and

Whereas, the City Clerk is allowed to set additional hours for Early Voting, add additional days of Early Voting, and allow Early Voting for an election that is not a statewide or Federal election, by this resolution; and

Whereas, all Early voting dates and times will be posted sufficiently prior to every applicable election to notify voters; and

Whereas, the City wishes to operate a joint early voting site with Saugatuck Township and the City of the Village of Douglas.

Now Therefore Be It Resolved that:

1. The City Early Voting Precinct is established at The City of the Village of Douglas, 415 W. Wiley Road, Suite 103, Douglas, MI 49406.

2. The City adopts the Agreement for Election Services attached to this resolution providing for the City Hall as the joint early voting site.

3. The Clerk is authorized to execute the Agreement and take all other actions necessary and proper to finalize and commence the purposes of the Agreement.

4. All resolutions and parts of resolutions in conflict herewith are, to the extent of such conflict, repealed.

YEAS: Council Members: _____

NAYS: Council Members: _____

ABSTAIN: Council Members: _____

ABSENT: Council Members: _____

ADOPTED this 23rd day of March 2026

CITY OF SAUGATUCK

BY: _____
Holly Anderson, Mayor

BY: _____
Jamie Wolters, City Clerk

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 City Council at a regular meeting held March 23rd, 2026.

Signed: _____
Jamie Wolters, City Clerk

AGREEMENT FOR ELECTION SERVICES

BETWEEN THE CITY OF THE VILLAGE OF DOUGLAS, SAUGATUCK TOWNSHIP AND CITY OF SAUGATUCK IN ALLEGAN COUNTY

This Municipal Joint Early Voting Site Agreement (the "Agreement") is made between The City of the Village of Douglas, 415 W. Wiley Road, Suite 103, Douglas, MI 49406, Saugatuck Township, 3461 Blue Star Hwy, Saugatuck, MI 49453 and City of Saugatuck, 102 Butler St, Saugatuck, MI 49453. In this Agreement, each municipality will be represented by their respective clerk in their official capacity. The municipalities may be referred to individually as a "party" or "participating municipality" and jointly as "parties" or "participating municipalities."

PURPOSE OF THE AGREEMENT. The municipalities enter into this Agreement pursuant to Article II, Section 4(m) of the Michigan Constitution of 1963 and the Michigan Election Law, 1954 Public Act 116, MCL 168.720a *et seq.*, for the purpose of operating a joint early voting site.

Name of municipality	Number of precincts in municipality	Number of registered electors in municipality
City of the Village of Douglas	1	1410
Saugatuck Township	1	3289
City of Saugatuck	1	832

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
   - **1.1** **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, exhibit, and attachment to this Agreement.
   - **1.2** **Coordinator** means the individual designated by the clerks of the participating municipalities and identified as the individual responsible for providing oversight to ensure sufficient resources are available and timely dispatched to each early voting site and monitoring the administrative requirements of early voting for the participating municipalities.
   - **1.3** **Early Voting Plan** means the document and any addenda to the document outlining the manner in which early voting will be provided in a county or municipality, as described in MCL 168.720a *et seq.* The requirements of an early voting plan are described in MCL 168.720h(3).
   - **1.4** **Election Services** encompasses the following individual Election Services provided by either municipality's Elections Division.
   - **1.5** **Legislative Body of the Municipality** means the city council or township board elected or appointed and serving in the municipality.
   - **1.6** **Municipality** means any participating municipality, which are entities created by state or local authority or which are primarily funded by or through state or local authority, including, but not limited to, their council, Board, departments, divisions, elected and

appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.

1.7 **QVF** means the Qualified Voter File as described in MCL 168.509m.

1.8 **QVF Controller** means the individual appointed by the county clerk and identified as the Qualified Voter File (QVF) administrator of early voting information within the QVF.

1.9 **Site Supervisor** means the participating municipal clerk or a member of the county clerk's staff who shall act as supervisor for each day of early voting. The county clerk may appoint a different participating municipal clerk or member of the county clerk's staff to act as a supervisor for different days of early voting.

2. PARTIES TO AN AGREEMENT.

2.1 This Agreement is entered into between three municipalities wholly located within Allegan county.

3. SCOPE OF THE AGREEMENT.

3.1 This Agreement applies to all elections.

4. COORDINATOR.

4.1 Alyssa Ramirez (The City of the Village of Douglas), Lori Babinski (Saugatuck Township) and Sara Williams (City of Saugatuck) will serve as coordinators of the joint early voting site and will be responsible for organizing and monitoring the administrative requirements, including staffing, of early voting for the participating municipalities.

4.1.1 In the event that that a coordinator is unable to personally supervise and staff each early voting site on each day of early voting, the coordinator may designate early voting site supervisors to assist with the staffing and supervision of early voting.

4.1.2 If the event Alyssa Ramirez, Lori Babinski and Sara Williams become unavailable for any reason, they shall confer among themselves and determine a new coordinator(s) and shall submit a revised early voting plan to the Department, reflecting the new coordinator(s).

5. QVF CONTROLLER.

5.1 Laura Kasper (The City of the Village of Douglas) will serve as the Qualified Voter File (QVF) administrator of early voting information within the QVF. The controller's duties will involve setting up the necessary voting regions, user access, and application access needed for the sites designated in the Agreement. The QVF controller must meet the security requirements of a QVF user. The QVF controller can be the same as the coordinator as long as the appropriate QVF training is completed.

5.2 Alyssa Ramirez (The City of the Village of Douglas) will serve as backup Qualified Voter File (QVF) administrator, would assume the responsibilities of Qualified Voter File (QVF) administrator. If the backup Qualified Voter File (QVF) administrator is unavailable for any reason, the clerks of the participating municipalities will determine the new Qualified

Voter File (QVF) administrator among themselves and would submit a revised early voting plan to that effect to the Department.

6. APPROVAL OF EARLY VOTING SITES.

6.1 Pursuant to MCL 168.662, the Legislative Body in each participating municipality will designate as options at least one place and no more than two places that meet the requirements for an early voting site.

6.2 The clerks of the participating municipalities will select the joint early voting site or sites from those options.

6.3 The Parties designate the City Hall of the City of the Village of Douglas, 415 W. Wiley Road, Suite 103, Douglas, MI 49406, as the initial early voting site. The Legislative Bodies may change, add, or remove the initial early voting site and any other voting sites by resolution to the sections above.

7. APPOINTMENT OF ELECTION INSPECTORS.

7.1 The Douglas Board of Election Commissioners (the "Commission") is responsible for the appointment of election inspectors. Reference EXHIBIT A: Early Voting Plan, Early Voting Equipment Information.

7.2 At least 31 days before each statewide and federal election, the Commission will appoint for each early voting site at least 3 election inspectors and as many more as the Commission determines is required for the efficient, speedy, and proper conduct of the election.

7.3 The Commission will further designate one appointed election inspector from each early voting site as chairperson.

7.4 The selection of election inspectors will be governed by MCL 168.674.

8. APPROVAL OF EARLY VOTING HOURS.

8.1 Prior to the submission of an Agreement or early voting plan, the clerks of the participating municipalities will do all of the following:

8.1.1 Review and approve the early voting-site hours as set forth in this Agreement. For the nine early voting days guaranteed by the Constitution and for statewide and federal elections, the initial early voting hours will be from 8 a.m. to 4 p.m.

8.1.2 The parties may modify the dates and hours that early voting will be provided at the approved joint early vote site or sites by written agreement and resolution of the Commission.

8.1.3 The hours specified in this Agreement apply to all elections.

9. NOTICE OF EARLY VOTING HOURS.

9.1 Not less than 45 days before Election Day, the clerk of each participating municipality will give public notice of the dates and hours for early voting at the joint early voting site or sites by posting of the notice on each participating municipality's website and any other publication or posting the clerk considers advisable.

10. BUDGET AND COST SHARING.

10.1.1 The early voting budget and cost sharing and chargeback procedures shall be as follows:

10.1.2 The participating municipalities shall share all costs associated with the conduct of early voting at the joint early voting site or sites equally. The facility shall be provided at no cost. Each participating municipality shall be responsible for the staffing costs associated with three (3) of the nine (9) days of early voting.

11. STAFFING AND SUPERVISION

11.1 The coordinator is responsible for ensuring adequate staffing and supervision at early voting sites including selection of the site supervisor who oversees a specific early voting site(s).

11.2 The site supervisor shall operate in the same manner and have the same authority as a municipal clerk operates in an election day polling place.

11.3 The site supervisors for early voting sites are listed in the attached Exhibit B.

12. TABULATORS AND EARLY VOTING POLL BOOK LAPTOPS AT EARLY VOTING SITE(S).

12.1 Within 90 days of the submission of an Agreement or Early Voting Plan, the clerks of the participating municipalities will do all of the following:

12.1.1 Determine the number of tabulators and early voting poll book laptops or other voting equipment that are necessary at each early voting site. Reference EXHIBIT A: Early Voting Plan, Early Voting Equipment Information.

12.1.2 Determine which municipality will provide the tabulators and early voting poll book laptops or other voting equipment. Reference EXHIBIT A: Early Voting Plan, Early Voting Equipment Information.

12.1.3 Designate which board of election commissioners is responsible for conducting testing of the electronic voting equipment. Reference EXHIBIT A: Early Voting Plan, Early Voting Equipment Information.

12.2 The coordinator will be responsible for taking necessary steps to set up the early voting poll book and early voting poll book laptops.

12.2.1 If the coordinator is not a clerk, the clerks of the participating municipalities must decide among themselves which clerk is responsible for taking the necessary steps to set up the early voting poll book and early voting poll book laptops.

12.3 Tabulators and early voting poll book laptops used at each joint early voting site must be configured in one of the ways set forth in MCL 168.720j(5).

13. CLOSING PROCEDURES DURING EARLY VOTING AND ON ELECTION DAY

13.1 During Early Voting, the coordinator must ensure compliance with the closing procedures described in MCL 168.720j(8) and 720j(9) and any instructions issued by the Secretary of State

13.2 During Early Voting, the coordinator must ensure that specified election materials are secured in compliance with MCL 168.720j(10) and any instructions issued by the Secretary of State.

13.3 At the conclusion of Election Day, the coordinator must ensure compliance with the closing procedures described in MCL 168.720j(11) and any instructions issued by the Secretary of State.

14. CANVASS OF EARLY VOTE RETURNS AND REPORTING OF EARLY VOTING RESULTS

14.1 The Commission is responsible for appointing the receiving board or group of election inspectors to canvass the early vote returns on Election Day and report early voting results to the county clerk.

14.2 At the conclusion of Election Day, the coordinator must ensure compliance with the canvass and reporting requirements described in MCL 168.720j(11)-(14) and MCL 168.801-810.

15. EXECUTION OF MUNICIPAL JOINT EARLY VOTE SITE AGREEMENT.

15.1 A municipal Joint Early Voting Site Agreement must be finalized and signed by all participating municipalities:

15.1.1 No later than 125 days before the first regularly scheduled statewide or federal election in each even numbered year.

15.1.2 No later than 90 days before a special statewide or federal election.

16. EARLY VOTING PLAN.

16.1 No later than 120 days before the first statewide or federal election in each even numbered year, the coordinator will be responsible for ensuring an early voting plan, attached as Exhibit A, is filed with the county clerk of the county in which the municipalities are located.

17. NOTICE TO SOS OF CHANGES TO LOCATIONS, DAYS, AND HOURS OF EARLY VOTING.

17.1 No later than 45 days before the first early voting day allowed by statute, the coordinator will be responsible for providing the Secretary of State with any changes made to a previously submitted Early Voting Plan that affect the locations, dates, and hours of operation for each joint early voting site operated by the participating municipalities. This ensures that the correct information is posted on the Michigan Voter Information Center (MVIC) portion of the Department of State's website.

18. DURATION OF MUNICIPAL JOINT EARLY VOTE SITE AGREEMENT.

18.1 This Agreement and any amendments will be effective when executed by all Parties, as evidenced by the signature of each participating municipal clerk.

18.2 This Agreement shall remain in effect for a period of two (2) years from the effective date (the "Expiration Date"), unless earlier terminated in accordance with the provisions set forth herein. The participating municipalities agree that any renewal, cancellation, or termination of this Agreement shall be conducted in accordance with mutually agreed-upon terms established by the parties.

19. CANCELLATION, MODIFICATION, AND TERMINATION OF MUNICIPAL JOINT EARLY VOTE SITE AGREEMENT.

19.1 Upon mutual written agreement, the parties may terminate this Agreement prior to the Expiration Date for any reason. Upon such termination, the clerk of each participating municipality must submit a revised early voting plan to the Department outlining the manner in which early voting will be provided. The parties may amend this Agreement by a signed writing. Last, the parties agree to cooperate in order to meet the obligations of Michigan law, and to closely follow the terms of this Agreement as possible. Should a provision of this Agreement not be in conformance with Michigan law, in lieu of termination or formal amendment, the parties may carry out the goals of this Agreement in conformance with Michigan law.

19.2 A party to may withdraw from this Agreement by providing at least 30 days' written notice to the other Parties to the Agreement. If a participating municipality withdraws from this Agreement, its clerk must submit a revised early voting plan to the Department outlining the manner in which early voting will be provided.

19.3 A party may not withdraw from this Agreement during the period beginning 150 days before the first statewide November election in an even numbered year and ending on the completion of the county canvass for the statewide general November election in that even numbered year.

19.4 If the Agreement covers any elections in addition to statewide and federal elections, a Party may not withdraw from the Agreement during the period beginning 150 days before the election covered under the Agreement and ending on the completion of the county canvass for that election.

__ _____	_____	_____
Printed name of Clerk 1	Signature of Clerk 1	Date
_____	_____	_____
Printed name of Clerk 2	Signature of Clerk 2	Date
_____	_____	_____
Printed name of Clerk 3	Signature of Clerk 3	Date

EXHIBIT A: Early Voting Plan

No later than 120 days before the first statewide or federal election in each even numbered year, the coordinator is responsible for ensuring an Early Voting Plan, covering the parties to the Municipal Agreement, is filed with the county clerk of the county in which the municipalities are located.

Not less than 45 days before the first early voting day allowed by statute, the coordinator will be responsible for providing the Secretary of State any changes made to a previously submitted Early Voting Plan that affect the locations, dates, and hours of operation for each joint early voting site operated by the participating municipalities. This ensures that the correct information is posted on the Michigan Voter Information Center (MVIC) portion of the Department of State's website.

Plan Coverage: Municipal Agreement

Coordinator of Municipal Agreement:

Name of Coordinator	Position	Email Address	Phone Number
Alyssa Ramirez	Deputy Clerk	info@douglasmi.gov	269-857-1438
Lori Babinski	Deputy Clerk	lori@saugatucktownshipmi.gov	269-857-7721
Sara Williams	Deputy Clerk	sara@saugatuckcity.com	269-857-2603

Municipality 1:

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
City of the Village of Douglas	Laura Kasper	1	1410

Municipality 2:

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
Saugatuck Township	Cindy Osman	1	3289

Municipality 3:

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
City of Saugatuck	Jamie Wolters	1	832

Early Voting Location Information:

	Early voting site #1
Location of site	City of the Village of Douglas City Hall
Municipalities served at site	City of the Village of Douglas Saugatuck Township City of Saugatuck
Number of Election Workers at site	3-5
Is this an EV site for all 9 days of Constitutionally-required early voting? (Y/N)	Yes
Hours for 9 days of Constitutionally-required early voting	8:00 a.m. – 4:00 p.m.
How many (if any) additional days of early voting will be provided at this site?	None
Hours for any additional days of early voting	N/A
Is this site ADA compliant?	Yes
In selecting this site, did you take into account expected turnout, population density, public transportation, accessibility, travel time, travel patterns, and any other relevant considerations?	Yes

Early Voting Equipment Information:

	Early voting site #1
Number of tabulators at site	One
Municipality responsible for providing tabulators	City of the Village of Douglas
Number of early voting poll book laptops	One
Municipality responsible for providing early voting poll book laptops	Saugatuck Township
Clerk responsible for taking the necessary steps to set up the early voting poll book laptops	Clerks and Deputy Clerks from: City of Village of Douglas Saugatuck Township City of Saugatuck
Board of election commissioners responsible for testing equipment	City of Village of Douglas Saugatuck Township City of Saugatuck

EXHIBIT B: SITE SUPERVISORS

Early Voting Site Supervisors:

	Supervisor at Early voting site #1
Early Voting Day 1	Laura Kasper, Cindy Osman or Jamie Wolters
Early Voting Day 2	Laura Kasper, Cindy Osman or Jamie Wolters
Early Voting Day 3	Laura Kasper, Cindy Osman or Jamie Wolters
Early Voting Day 4	Laura Kasper, Cindy Osman or Jamie Wolters
Early Voting Day 5	Laura Kasper, Cindy Osman or Jamie Wolters
Early Voting Day 6	Laura Kasper, Cindy Osman or Jamie Wolters
Early Voting Day 7	Laura Kasper, Cindy Osman or Jamie Wolters
Early Voting Day 8	Laura Kasper, Cindy Osman or Jamie Wolters
Early Voting Day 9	Laura Kasper, Cindy Osman or Jamie Wolters

Describe the communication strategy for informing electors of their opportunity for early voting:

Notice mailed via USPS to all City of Village of Douglas, Saugatuck Township and City of Saugatuck voters.

City Council Agenda Item Report

FROM: Ryan Cummins, City Manager

MEETING DATE: March 23, 2026

SUBJECT: Resolution No.260323-B - Approving the Amended and Restated Articles of Incorporation of the Interurban Transit Authority to Add the City of Fennville as a Member of the Authority

DESCRIPTION:

The Interurban Transit Authority (ITA) has requested that its member municipalities consider approval of amended Articles of Incorporation to add the City of Fennville as a participating member of the Authority.

Since May 2025, the ITA has operated a pilot transit service in Fennville utilizing three designated stops. The pilot has generated approximately 300 passenger trips per month. According to the ITA, the pilot has demonstrated consistent demand.

On February 17, 2026, the ITA Board adopted a resolution recommending amendments to its Articles of Incorporation to formally include the City of Fennville as a member of the Authority. Under the Authority's governing documents, amendments to the Articles require approval by a two-thirds majority of the members of the governing bodies of each of the participating municipalities. The Fennville City Commission will also have to approve.

If approved, the Authority's Board would expand from six to eight members, with two members appointed by the City of Fennville.

Approval of the amendment would allow the City of Fennville to be included in a potential August 2026 transit millage proposal to support long-term service expansion.

Attached are further details from the ITA, including answers to some initial questions.

BUDGET ACTION REQUIRED:
None

LEGAL REVIEW:
Legal has reviewed the proposed amendments and will be at your meeting if you have any questions.

SAMPLE MOTION:
Motion to approve Resolution No.260323-B Approving the Amended and Restated Articles of Incorporation of the Interurban Transit Authority to Add the City of Fennville as a Member of the Authority.

CITY OF SAUGATUCK
COUNTY OF ALLEGAN
STATE OF MICHIGAN

RESOLUTION NO. 260323-B

A RESOLUTION APPROVING THE AMENDED AND RESTATED ARTICLES OF INCORPORATION OF THE INTERURBAN TRANSIT AUTHORITY TO ADD THE CITY OF FENNVILLE AS A MEMBER OF THE AUTHORITY

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

RECITALS

WHEREAS, the Interurban Transit Authority ("Authority") is a public transportation authority organized and operating pursuant to Act 196 of the Public Acts of 1986, as amended (MCL 124.451 et seq.); and

WHEREAS, the Authority's current incorporating municipalities include the City of Saugatuck, the City of the Village of Douglas, and the Township of Saugatuck; and

WHEREAS, Section 7 of Act 196 (MCL 124.457) provides that a political subdivision may become a member of a public transportation authority upon (a) adoption of a resolution by the governing body of the political subdivision requesting membership, and (b) approval of an amendment to the Articles of Incorporation by the Authority and the incorporating municipalities; and

WHEREAS, Article XI of the Authority's Articles of Incorporation provides that the Articles may be amended upon approval by two-thirds of the governing bodies of the incorporating municipalities; and

WHEREAS, the Board of Directors of the Interurban Transit Authority, at its meeting on February 17, 2026, approved a resolution recommending adoption of Amended and Restated Articles of Incorporation to add the City of Fennville as a member of the Authority and to expand the Board of Directors accordingly; and

WHEREAS, the proposed amendment would include the City of Fennville as a participating jurisdiction in the Authority and allow Fennville voters to be included in a potential future transit millage proposal; and

WHEREAS, the City Council finds that participation by the City of Fennville in the Authority will further regional transportation coordination and serve the public interest;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Saugatuck hereby approves the Amended and Restated Articles of Incorporation of the Interurban Transit Authority, in substantially the form presented, to add the City of Fennville as a member of the Authority.

BE IT FURTHER RESOLVED, the Mayor and City Clerk are hereby authorized and

directed to execute any documents necessary to effectuate this approval on behalf of the City.

YEAS: Council Members: _____

NAYS: Council Members: _____

ABSTAIN: Council Members: _____

ABSENT: Council Members: _____

ADOPTED this _____ day of _____, 2026

CITY OF SAUGATUCK

BY: _____
Holly Anderson, Mayor

BY:_____
Jamie Wolters, City Clerk

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 City Council at a regular meeting held _____, 2026.

Signed: _____
Jamie Wolters, City Clerk

INTERURBAN
TRANSIT AUTHORITY
SAUGATUCK - DOUGLAS - SAUGATUCK TOWNSHIP
100 E Wiley Rd, P.O. Box 649, Douglas, MI 49406

TO: Saugatuck City Council, Douglas City Council, Saugatuck Township Board, and Fennville City Commission

FROM: Becky Carten-Crandall, Interurban Transit Authority Executive Director

RE: Change Recommended Bylaws

On behalf of the Interurban Transit Authority (ITA), I am writing to share information regarding proposed amendments to the ITA bylaws and to outline how these changes support the continued expansion and effectiveness of public transit service within our region.

Since May 2025, the ITA has operated a pilot transit program serving the City of Fennville. This trial service has demonstrated consistent demand, with approximately 300 passenger trips per month originating from Fennville stops. The pilot was designed to test feasibility, assess ridership, and evaluate operational impacts prior to considering permanent service expansion.

At its February 17, 2026, meeting, the Interurban Transit Authority Board voted to recommend adoption of the attached amended bylaws. These amendments formally add the City of Fennville as a participating jurisdiction within the Authority, which is a required step for the question of long-term service funding to be placed on the August 2026 ballot. Under the ITA's governing documents, approval by two-thirds of the participating entities is required for the bylaw amendments to take effect.

Importantly, the pilot service has been implemented with no significant increase in operational costs. The trial added approximately three-quarters of a mile to existing routes near Crane Orchards and utilized only three designated stops within Fennville: downtown, Ladders of Hope, and Wagoner's Grocery. Although Fennville encompasses approximately one square mile, service during the pilot has remained limited and efficient. Full door-to-door service within the Fennville service area would not begin unless millage is approved, with implementation anticipated in calendar year 2027. At that time, the three existing stops would continue to be maintained.

The ITA believes this expansion provides meaningful regional benefits. The pilot has already demonstrated that Fennville residents are utilizing transit to access employment, services, and tourism opportunities in Saugatuck, Douglas, and Saugatuck Township, while also bringing visitors and workers into those communities from Fennville. This regional

connectivity helps reduce parking pressures in downtown Saugatuck and Douglas, supports workforce mobility, and leverages public transit as a cost-effective alternative to additional infrastructure investments.

Additionally, Fennville is home to the area's only dentist currently accepting Medicaid patients, and the Interurban has transported residents from Saugatuck, Douglas, and Saugatuck Township to access this service. Similarly, Ladders of Hope, a regional food pantry in Fennville, serves residents across multiple jurisdictions and operates on different days and at different times than other providers in our service area, such as Christian Neighbors. Transit access has improved our residents' ability to reach essential services throughout the region.

Allegan County and MDOT have been informed of the proposed expansion service and are aware of the anticipated scope of change should the bylaws be adopted and funding approved.

The Interurban Transit Authority Board strongly supports the proposed bylaw amendments and believes they reflect the evolving transit needs of our shared region. We appreciate your consideration and welcome any questions as you review the attached materials.

Executive Director: Becky Carten-Crandell

_____ Date: _____

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE INTERURBAN TRANSIT AUTHORITY

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE ARTICLES OF INCORPORATION OF THE INTERURBAN TRANSIT AUTHORITY TO ADD THE CITY OF FENNVILLE AS A MEMBER OF THE AUTHORITY

WHEREAS, the Interurban Transit Authority ("Authority") is a public authority organized and operating pursuant to Act 196 of the Public Acts of 1986, as amended (MCL 124.451 et seq.) ("Act 196"); and

WHEREAS, the Authority's incorporating political subdivisions are currently the City of Saugatuck, the City of the Village of Douglas, and the Township of Saugatuck; and

WHEREAS, Section 7 of Act 196 (MCL 124.457) provides that a political subdivision may become a member of a public authority after formation upon (a) resolution adopted by a majority vote of the members elected to and serving on the legislative body of the political subdivision requesting membership, and (b) resolution adopted by a 2/3 vote of the members serving on the board of the public authority approving an amendment to the articles of incorporation adding the political subdivision; and

WHEREAS, Article XI of the Articles of Incorporation provides that the Articles of Incorporation may be amended at any time by a two-thirds vote of approval by the governing bodies of the incorporating political subdivisions; and

WHEREAS, the Board of Directors has reviewed the proposed Amended and Restated Articles of Incorporation, which incorporate the changes necessary to add the City of Fennville as a member, including expanding the Board of Directors from six to eight members, with two members to be appointed by the Fennville City Commission;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Interurban Transit Authority, by a vote of not less than 2/3 of the members serving on the Board, as follows:

1. **Finding of Public Interest.** The Board of Directors finds that the addition of the City of Fennville as a member of the Authority will serve the public interest by expanding public transportation services in the region.

2. **Approval of Amendment.** The Amended and Restated Articles of Incorporation of the Interurban Transit Authority, in substantially the form presented to the Board at this meeting, are hereby approved.

3. **Filing and Publication.** The Executive Director is directed to cause the Amended and Restated Articles of Incorporation, once executed, to be filed with the Michigan Secretary of State, the Allegan County Clerk, and the Director of the Michigan Department of Transportation, and to be published in the Commercial Record, all in the same manner as the original Articles of Incorporation.

4. **Authorization of Executive Director.** The Executive Director is authorized and directed to take all actions and execute all documents reasonably necessary to effectuate this Resolution and the addition of the City of Fennville as a member of the Authority.

5. **Effective Date.** This Resolution shall take effect immediately upon adoption.

CERTIFICATION

I, Lori Babinski, Secretary of the Board of Directors of the Interurban Transit Authority, hereby certify that the foregoing Resolution was adopted at a meeting of the Board held on February 17, 2026, by a vote of 6 in favor, 0 opposed, and 0 absent, constituting not less than 2/3 of the members serving on the Board.

Lori Babinski
Secretary, Board of Directors
Interurban Transit Authority

Date: 2/17/26

AMENDED AND RESTATED ARTICLES OF INCORPORATION

INTERURBAN TRANSIT AUTHORITY

ARTICLE I

The name of the Corporation is Interurban Transit Authority, hereinafter referred to as the "Authority."

ARTICLE II

The incorporating political subdivisions of the Authority are the City of Saugatuck, the City of the Village of Douglas, the Township of Saugatuck, and the City of Fennville.

ARTICLE III

The Authority is organized as a non-profit corporation on a non-stock basis.

ARTICLE IV

The Authority is financed through grants of money or property from federal or state governments, other revenues from federal or state governments, fees from riders, and taxes raised through election approval.

ARTICLE V

The registered office of the Authority shall be at 100 Wiley Road, Douglas, Michigan 49406, and the registered agent at that address is the Interurban Transit Authority Director.

ARTICLE VI

The names and addresses of the incorporating political subdivisions are as follows:

City of Saugatuck, 102 Butler Street, Saugatuck, MI 49453;
City of the Village of Douglas, 86 W Center Street, Douglas, MI 49406;
Saugatuck Township, 3461 Blue Star Highway, Saugatuck, MI 49453; and
City of Fennville, 125 S. Maple Street, Fennville, MI 49408.

ARTICLE VII

The purposes for which the Authority is created are:

1. To, pursuant to Act 196 of 1986, as amended, plan, promote, purchase, acquire, establish, own, lease, operate or cause to be operated, maintain, improve, enlarge, and modernize a public transportation system within the corporate limits of the incorporating political

subdivisions; provided, however, that such services may be extended outside the limits of the incorporating political subdivisions as authorized by the Authority, if done so under a contract which returns at least the cost of the services to the incorporating political subdivisions; and

2. To do all things reasonably necessary and/or proper for the accomplishment of any of the above purposes.

ARTICLE VIII

The Authority is hereby empowered to do anything authorized or permitted by Act 196 of 1986, as amended, and to do any other lawful act reasonably necessary, proper, suitable, or convenient for the achievement or furtherance of the purposes above stated.

ARTICLE IX

1. The Authority shall be directed and governed by a eight person Board of Directors, herein referred to as the "Board."

2. Two of the Board members shall be appointed by the Saugatuck City Council, two of the Board members shall be appointed by the Douglas City Council, two of the Board members shall be appointed by the Saugatuck Township Board, and two of the Board members shall be appointed by the Fennville City Commission.

3 The two Board members appointed by each respective political subdivision may be elected officials of the political subdivisions, members of boards or committees appointed by the political subdivisions, or residents over 18 years of age of the appointing political subdivision.

4. Board members shall serve for a term of four years, with the first appointed members, only, appointed for staggering terms of a two year term, and a four year term, per political subdivision.

5. Each Board member will be responsible for attending all regular and special meetings of the Board, or notifying the Chairperson of an expected absence. The Board will allow for three unexcused absences per fiscal year. In the event a Board member accumulates more than three unexcused absences from regular meetings in a fiscal year, the Board may remove the Board member and request a replacement from the appropriate incorporating political subdivision.

6. The Board shall hold an initial meeting at a time and place selected and agreed to by the Board members for the purposes of electing officers, adopting bylaws, and taking any other action the Board deems necessary. Thereafter, the Board shall hold at least an annual meeting at such place and time as shall be fixed by the Board. The Board shall, at its initial meeting, and at each annual meeting thereafter, elect a Chairperson, Vice Chairperson, Treasurer, and Secretary, all of whom shall be members of the Board. The Chairperson shall

preside at all meetings of the Board unless the Board, by majority vote of the members present, directs otherwise. The Chairperson shall sign all contracts agreed to by the Board as well as all financial documents, records, papers, and communications of the Board, except payroll and routine financial documents. The Vice Chairperson shall become Chairperson in the event the office of Chairperson becomes vacant. The Vice Chairperson shall conduct Board meetings and otherwise act for the Chairperson in the Chairperson's absence. The Treasurer shall oversee all financial transactions of the Authority. The Secretary shall keep a record of all meetings in compliance with applicable provisions of Public Act 267 of 1976, as amended (the "Open Meetings Act"), and a record of all the financial transactions of the Board. The Board shall transact such other business as may be necessary at its annual meeting, and shall fix the time and place for regular meetings.

7. The Board shall keep a written or printed record of every meeting, which record shall be subject to the provisions of the Open Meetings Act.

8. The Board shall supply a system of accounts to conform to the system required by law and shall provide for the auditing of said accounts at least once a year by a certified public accountant.

9. The Board may employ a manager or executive director with such duties and authority as shall be determined by the Board.

10. The Board shall adopt rules, regulations, and policies governing the employees, property, and facilities under its jurisdiction.

11. The Board shall prepare, or have prepared, an annual report regarding the operation and financial condition of the Authority, which report shall be available to the public.

12. The Board shall adopt bylaws, policies, and procedures it deems reasonably necessary or proper for the conduct of the business of the Board and for accomplishing the purposes for which the Authority was created.

13. The Secretary of the Board shall be charged with the responsibility of causing these Articles of Incorporation to be published and the printed copies of the Articles of Incorporation to be filed as provided in Act 196 of 1986, as amended.

ARTICLE X

The Authority may be dissolved, and political subdivisions may withdraw or be added, in accordance with the provisions of Act 196 of 1986, as amended.

ARTICLE XI

These Articles of Incorporation may be amended at any time by a two-thirds vote of approval by the governing bodies of the incorporating political subdivisions.

ARTICLE XII

The Authority became operative on January 1, 1990. The Articles of Incorporation were then amended on October 28, 1998, and subsequently restated on June 1, 2015. These Amended and Restated Articles of Incorporation shall become effective on the last date signed below. . The Executive Director shall have these Amended and Restated Articles of Incorporation published in the *Commercial Record*, and shall file these Amended and Restated Articles of Incorporation with the Michigan Secretary of State, the Allegan County Clerk, and the Director of the Michigan Department of Transportation.

The purpose of the foregoing Amended and Restated Articles of Incorporation is to add the City of Fennville as a member of the Authority. This document was approved by: (1) an affirmative vote of the Fennville City Commission; (2) a 2/3 vote of the members of the Authority Board; and (3) a 2/3 vote of the members of the governing bodies of the City of Saugatuck, City of the Village of Douglas, and Township of Saugatuck at meetings held on the following dates:

Authority Board: February 17, 2026

City of Saugatuck:

City of the Village of Douglas:

Township of Saugatuck:

City of Fennville:

WITNESSES:

CITY OF SAUGATUCK

_____

By: _____

Its: _____

Dated: _____

_____

CITY OF THE VILLAGE OF DOUGLAS

By: _____

Its: _____

Dated: _____

TOWNSHIP OF SAUGATUCK

By: _____

Its: _____

Dated: _____

CITY OF FENNVILLE

By: _____

Its: _____

Dated: _____

INTERURBAN
TRANSIT AUTHORITY
SAUGATUCK - DOUGLAS - SAUGATUCK TOWNSHIP
100 E Wiley Rd, P.O. Box 649, Douglas, MI 49406

Hello Ryan,

Thank you for sharing the questions from Mayor Anderson. I will answer each of these questions to the best of my ability. If you have any additional questions at any time, please feel free to reach out. The information we are sharing with you is based on rough estimates of the information requested.

The information below addresses your first question regarding the governing structure. We will also attach the bylaws to this email. The sections currently shown in red font indicate the portions we are proposing to amend.

Act 196 of 1986 authorizes the creation and operation of public transportation authorities in Michigan, granting them the power to levy taxes, issue bonds, and manage public transportation services.

Purpose and Scope

Act 196 of 1986, also known as the *Public Transportation Authority Act*, authorized the formation of public transportation authorities with broad powers and duties. These powers include the ability to manage, operate, and finance public transportation systems in Michigan. The Act also provides mechanisms for local entities to withdraw from the authorities, to levy property taxes for transportation purposes, and to protect the rights of employees of existing public transportation systems.

Key Provisions

1. Formation and Membership of Public Authorities

- Public authorities may be created by counties, cities, villages, or townships and may include other entities through interlocal agreements.
- The governing body of a public authority is referred to as the Board, which oversees operations and administration.

• Articles of incorporation must be filed, published, and approved to establish a valid public authority.

2. Powers and Duties

• Authorities may levy property taxes for public transportation services and purposes.

• They are empowered to issue bonds and notes and may pledge taxes, revenues, and other funds for repayment.

• Authorities may acquire property, including through condemnation proceedings, and manage public transportation facilities such as buses, rail systems, tunnels, bridges, and parking facilities.

• They are recognized as public benefit agencies and instrumentalities of the state, granting them certain legal protections and exemptions.

3. Employee Protections and Labor Relations

• The Act safeguards the rights of employees of existing public transportation systems, including provisions for collective bargaining and military service leave.

4. Validation and Ratification

• Act 196 validates taxes, elections, bonds, and actions taken by public transportation authorities prior to July 10, 1986.

• It ensures that the organization, existence, and membership of authorities created before that date are legally recognized.

5. Definitions

• Public transportation includes the movement of people and goods via buses, rail, water vehicles, rapid transit, and other conveyances that provide general or special service to the public, excluding charter, sightseeing, or school-only transportation.

• A public transportation facility refers to property that enhances the effectiveness of a transportation system, including real and personal property eligible for federal assistance.

Financial and Legal Mechanisms

• Authorities may transfer, assign, or convey tax revenues, property, rights, duties, and obligations to ensure operational continuity.
• The Act prescribes remedies and penalties for violations to ensure compliance with its provisions.

Summary

Act 196 of 1986 provides a comprehensive legal framework for establishing and operating public transportation authorities in Michigan. It empowers local entities to manage transportation services, levy taxes, issue bonds, protect employees, and validate prior actions while defining the scope of public transportation and related facilities. This Act remains a foundational statute for public transit governance in the state.

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2. Municipal Contributions

Municipality	2024	2025	2026
Saugatuck	100,900	106,815	117,469
Saugatuck Township	202,930	222,325	249,004
Douglas	103,860	112,846	121,177

The previous years were calculated at **0.5 mills**. These amounts need to be **doubled** to reflect an additional **0.5 mill**.

---

3. Grants Received

Over the past four years, the Interurban Transit Authority (ITA) has received **$1,048,134.00 in federal and state grants**.

---

4. Ridership Data

Historically, we did not have the capability to collect location-specific data until the launch of our new platform, **Spare**, in January 2026. The ITA has carried over 2 million passengers.

Previously, the only data collected was based on rider categories, including:

- Adults
- Seniors
- Children
- Persons with disabilities

The following data was collected through Spare between **January 12, 2026, and February 28, 2026**:

Municipality	**Rides**
Fennville	421
Douglas	3,896
Saugatuck	5,846

---

5. Service Expansion Estimate

Expense data has been attached to this email.

If services were extended from the **three current stops in Fennville** to **door-to-door service within a one-square-mile radius** (essentially extending service approximately **¼ mile in each direction** from the existing approved stops), the estimated cost would be calculated based on our **current cost per mile of $5.90**.

---

6. Board Representation

Currently, the Authority has **six board members**, with **two representatives from each municipality**. If Fennville joins the Authority, **two additional board members** would be added.

---

7. Vote Outcome Scenario

If the three current municipalities vote **to add the City of Fennville to the Authority, but the City of Fennville votes no, ITA would proceed to amend the Articles of Incorporation**.

---

8. Estimated Revenue

If Fennville is approved to join the Authority by the three municipalities, the estimated funds ITA would receive would be approximately **$90,000–$120,000**.

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9. Potential Unintended Consequences

If Fennville Public Schools were to lose students to Saugatuck Public Schools, that could be considered a potential unintended consequence.

INTERURBAN
TRANSIT AUTHORITY
SAUGATUCK - DOUGLAS - SAUGATUCK TOWNSHIP
100 E Wiley Rd, P.O. Box 649, Douglas, MI 49406

Hopefully, this helps answer some of your questions. I appreciate the time given to respond. Please reach out with any further questions.

Best regards,

Becky Carten-Crandell

She/Her/Hers

Executive Director

Interurban Transit Authority

269-857-1301

Interurban Transit Authority
Profit & Loss Prev Year Comparison
October 2024 through September 2025

	Oct '24 - Sep 25	Oct '23 - Sep 24	$ Change	% Change
Ordinary Income/Expense				
Income				
40101 · Fares	115,965.99	61,261.86	54,704.13	89.3%
40760 · Gain from Sale of Capital Asset	0.00	1.00	-1.00	-100.0%
408010 · Douglas Taxes - Current	116,975.63	109,693.51	7,282.12	6.6%
408011 · Saugatuck City Taxes - Current	111,811.92	105,209.23	6,602.69	6.3%
408012 · Twp. Taxes - Current	238,442.23	217,844.23	20,598.00	9.5%
408013 · Delinquent Taxes	1,982.06	2,167.77	-185.71	-8.6%
41101 · State Subsidy-Op Assistance	467,684.00	489,965.00	-22,281.00	-4.6%
41301 · Feb Subsidy - Op Assistance	222,937.00	217,335.00	5,602.00	2.6%
41303 · Capital Grants-Federal Contr.	41,318.47	197,726.00	-156,407.53	-79.1%
41398 · Fed Subsidy-Other (RTAP)	2,002.46	3,861.54	-1,859.08	-48.1%
41401 · Interest Income	1,800.54	2,362.16	-561.62	-23.8%
41402 · Interest Income - CD's	9,444.95	15,887.29	-6,442.34	-40.6%
41403 · Interest Income -Michigan Class	35,430.70	33,986.12	1,444.58	4.3%
42000 · State of MI, prior years	-8,170.00	4,816.50	-12,986.50	-269.6%
44000 · Prior Year Refunds & Credits	55,210.78	30,510.32	24,700.46	81.0%
Total Income	1,412,836.73	1,492,627.53	-79,790.80	-5.4%
Expense				
50100 · Labor				
50101-1 · Salaries & Wages, Operators	411,991.06	331,511.06	80,480.00	24.3%
50102-1 · Salaries & Wages, Other	16,304.60	17,984.69	-1,680.09	-9.3%
50102-2 · Salaries & Wages, Maint	64,995.47	53,114.11	11,881.36	22.4%
50102-3 · Salaries & Wages, Admin	102,391.70	85,465.09	16,926.61	19.8%
50103-1 · Salaries & Wages, Dispatchers	121,716.23	104,162.73	17,553.50	16.9%
Total 50100 · Labor	717,399.06	592,237.68	125,161.38	21.1%
50200 · Fringe Benefits				
50200-1 · FICA - Employer's Share, oper	57,736.64	93,644.18	-35,907.54	-38.3%
50201-1 · MERS DC Company Match, oper	2,666.06	2,385.43	280.63	11.8%
50202-1 · MERS DB Employer's Share, oper	37,174.12	40,940.55	-3,766.43	-9.2%
50202-2 · MERS DB Employer's Share, maint	14,950.38	30,392.90	-15,442.52	-50.8%
50202-3 · MERS DB Employer's Share, admin	17,329.51	32,609.44	-15,279.93	-46.9%
50203-1 · Employee Heath Ins, oper	80,704.48	93,076.33	-12,371.85	-13.3%
50203-2 · Employee Health Ins, maint	33,053.52	29,411.98	3,641.54	12.4%
50203-3 · Employee Health Ins, admin	26,034.23	19,947.65	6,086.58	30.5%
50204-1 · Dental Ins, oper	3,527.85	4,192.41	-664.56	-15.9%
50204-2 · Dental Ins, maint	1,302.51	1,290.28	12.23	1.0%
50204-3 · Dental Ins, admin	1,302.51	1,000.41	302.10	30.2%
50205-1 · Employee Life Ins, oper	1,024.40	1,229.28	-204.88	-16.7%
50205-2 · Employee Life Ins, maint	189.12	204.88	-15.76	-7.7%
50205-3 · Employee Life Ins, admin	267.92	267.92	0.00	0.0%
50206-1 · Vision Ins, oper	733.26	1,063.27	-330.01	-31.0%
50206-2 · Vision Ins, maint	257.73	304.59	-46.86	-15.4%
50206-3 · Vision Ins, admin	258.06	211.47	46.59	22.0%
50207-1 · MESC Expense, oper	1,337.00	778.00	559.00	71.9%
50208-1 · Workers Comp Ins, oper	22,147.09	18,041.92	4,105.17	22.8%
50208-2 · Workers Comp Ins, maint	2,505.51	1,962.28	543.23	27.7%
50208-3 · Workers Comp Ins, admin	514.56	349.80	164.76	47.1%
50209-1 · Sick Leave, oper	15,384.24	9,885.50	5,498.74	55.6%
50209-2 · Sick Leave, maint	1,685.75	1,624.71	61.04	3.8%
50209-3 · Sick Leave, admin	2,725.05	1,946.88	778.17	40.0%
50210-1 · Holiday Pay, oper	6,868.64	6,582.56	286.08	4.4%
50210-2 · Holiday Pay, maint	1,685.76	1,605.60	80.16	5.0%
50210-3 · Holiday Pay, admin	1,507.76	2,024.88	-517.12	-25.5%
50211-1 · Vacation Pay, oper	42,190.28	25,045.70	17,144.58	68.5%
50211-2 · Vacation Pay, maint	7,803.31	7,961.10	-157.79	-2.0%
50211-3 · Vacation Pay, admin	17,322.69	6,491.56	10,831.13	166.9%
50212-1 · Other Paid Absenses, oper	0.00	128.01	-128.01	-100.0%
50213-1 · Employee Uniforms, oper	409.49	1,558.29	-1,148.80	-73.7%
50213-2 · Employee Uniforms, maint	0.00	203.03	-203.03	-100.0%
Total 50200 · Fringe Benefits	402,599.43	438,362.79	-35,763.36	-8.2%
50300 · Services				
50302-3 · Advertising Fees, admin	12,687.80	14,353.20	-1,665.40	-11.6%
50303-1 · Professional & Tech Serv, oper	21,821.98	4,215.25	17,606.73	417.7%
50303-2 · Professional & Tech Serv, maint	2,207.50	655.00	1,552.50	237.0%
50303-3 · Professional & Tech Serv, admin	5,860.55	3,854.98	2,005.57	52.0%
50305-1 · Contract Maint Services, oper	1,227.96	1,219.02	8.94	0.7%
50305-3 · Audit Services, admin	9,350.00	8,400.00	950.00	11.3%
50306-2 · Custodial Services, maint	2,730.00	2,275.00	455.00	20.0%
50307-1 · Maint/Repairs - Building, maint	5,253.43	10,245.78	-4,992.35	-48.7%
50308-3 · Board Member Compensation	5,775.00	5,250.00	525.00	10.0%
50399-1 · Other Services, oper	4,120.76	7,637.76	-3,517.00	-46.1%

Interurban Transit Authority
Profit & Loss Prev Year Comparison
October 2024 through September 2025

	Oct '24 - Sep 25	Oct '23 - Sep 24	$ Change	% Change
50399-2 · Other Services, maint	2,355.45	1,967.62	387.83	19.7%
50399-3 · Other Services, admin	5,927.52	4,790.02	1,137.50	23.8%
Total 50300 · Services	79,317.95	64,863.63	14,454.32	22.3%
50400 · Materials & Supplies				
50401-1 · Fuel and Lubricants	65,516.63	59,726.96	5,789.67	9.7%
50402-1 · Tires and Tubes	7,093.54	7,504.64	-411.10	-5.5%
50404-1 · Major Supplies-Op	0.00	0.00	0.00	0.0%
50499-1 · Other Mat'ls & Supplies, oper	48,686.28	25,780.41	22,905.87	88.9%
50499-2 · Other Mat'ls & Supplies, maint	1,917.04	3,210.11	-1,293.07	-40.3%
50499-3 · Other Mat'ls & Supplies, admin	3,064.31	4,531.28	-1,466.97	-32.4%
Total 50400 · Materials & Supplies	126,277.80	100,753.40	25,524.40	25.3%
50500 · Utilities				
50502-3 · Electric Power	3,091.12	3,020.30	70.82	2.3%
50503-1 · Phone, oper	5,358.86	3,648.96	1,709.90	46.9%
50503-2 · Phone, maint	808.21	822.89	-14.68	-1.8%
50503-3 · Phone, admin	1,235.75	791.10	444.65	56.2%
50504-3 · Water & Sewer Service - GA	2,124.95	1,616.62	508.33	31.4%
50599-3 · Other Utilities, admin	1,793.74	1,221.44	572.30	46.9%
Total 50500 · Utilities	14,412.63	11,121.31	3,291.32	29.6%
50600 · Casualty & Liability Costs				
50603-1 · Premiums for PL & PD Insurance	35,357.19	31,885.26	3,471.93	10.9%
50699-1 · Prems for Other Insur, oper	3,060.00	4,420.00	-1,360.00	-30.8%
50699-3 · Prems for Other Ins, admin	6,381.00	9,561.00	-3,180.00	-33.3%
Total 50600 · Casualty & Liability Costs	44,798.19	45,866.26	-1,068.07	-2.3%
50700 · Taxes & Fees				
50701-1 · CDL Fees	0.00	922.31	-922.31	-100.0%
50702-1 · Drug Screening	2,058.56	629.83	1,428.73	226.8%
50703-3 · Bank Fees	915.16	1,008.90	-93.74	-9.3%
50705-3 · Charge Back Tax	92.59	207.95	-115.36	-55.5%
50799-3 · Miscellaneous Fees	258.08	184.00	74.08	40.3%
50700 · Taxes & Fees - Other	18.56	0.00	18.56	100.0%
Total 50700 · Taxes & Fees	3,342.95	2,952.99	389.96	13.2%
50900 · Miscellaneous Expenses				
50901-3 · Dues & Subscriptions, admin	3,074.65	1,781.00	1,293.65	72.6%
50902-1 · Travel and Meetings, oper	1,378.06	377.81	1,000.25	264.8%
50902-2 · Travel and Meetings, maint.	113.00	657.49	-544.49	-82.8%
50902-3 · Travel and Meetings, admin	4,574.54	3,037.52	1,537.02	50.6%
Total 50900 · Miscellaneous Expenses	9,140.25	5,853.82	3,286.43	56.1%
51300 · Depreciation & Amortization				
51300-3 · Dep Expense - Land Inprovements	0.00	871.00	-871.00	-100.0%
51301-3 · Dep Expense - Facility	0.00	9,289.00	-9,289.00	-100.0%
51302-1 · Dep Expense - Revenue Vehicles	0.00	105,442.00	-105,442.00	-100.0%
51304-1 · Dep Expense - Shop Equipment	0.00	4,148.00	-4,148.00	-100.0%
51305-3 · Dep Expense - Off. Furn. & Eq.	0.00	4,308.00	-4,308.00	-100.0%
Total 51300 · Depreciation & Amortization	0.00	124,058.00	-124,058.00	-100.0%
6560 · Payroll Expenses	0.00	0.00	0.00	0.0%
Total Expense	1,397,288.26	1,386,069.88	11,218.38	0.8%
Net Ordinary Income	15,548.47	106,557.65	-91,009.18	-85.4%
Net Income	**15,548.47**	**106,557.65**	**-91,009.18**	**-85.4%**

RESTATED ARTICLES OF INCORPORATION

INTERURBAN TRANSIT AUTHORITY

ARTICLE I

The name of the Corporation is Interurban Transit Authority, hereinafter referred to as the "Authority."

ARTICLE II

The incorporated political subdivisions of the Authority are the City of Saugatuck, the Village of Douglas, the Township of Saugatuck, and the City of Fennville.

ARTICLE III

The Authority is organized as a non-profit corporation on a non-stock basis.

ARTICLE IV

The Authority is financed through grants of money or property from federal or state governments, other federal or state government revenues, fees from riders, and taxes approved by election.

ARTICLE V

The registered office of the Authority shall be at 100 Wiley Road, Douglas, Michigan 49406, and the registered agent at that address is the Interurban Transit Authority Director.

ARTICLE VI

The names and addresses of the incorporating political subdivisions are as follows:

City of Saugatuck, 102 Butler Street, Saugatuck, MI 49453.
City of the Village of Douglas, 86 W Center Street, Douglas, MI 49406; and
Saugatuck Township, 3461 Blue Star Highway, Saugatuck, MI 49453; and the City of Fennville, 125 S Maple Street, Fennville, MI. 49408.

ARTICLE VII

The purposes for which the Authority is created are:

1. To, pursuant to Act 196 of 1986, as amended, plan, promote, purchase, acquire, establish, own, lease, operate or cause to be operated, maintain, improve, enlarge, and modernize a public transportation system within the corporate limits of the incorporating political

subdivisions; provided, however, that such services may be extended outside the limits of the incorporating political subdivisions as authorized by the Authority, if done so under a contract which returns at least the cost of the services to the incorporating political subdivisions; and

2. To do all things reasonably necessary and/or proper for the accomplishment of any of the above purposes.

ARTICLE VIII

The Authority is hereby empowered to do anything authorized or permitted by Act 196 of 1986, as amended, and to do any other lawful act reasonably necessary, proper, suitable, or convenient for the achievement or furtherance of the purposes above stated.

ARTICLE IX

1. The Authority shall be directed and governed by an eight-person Board of Directors, herein referred to as the "Board."

2. Two of the Board members shall be appointed by the Saugatuck City Council, two of the Board members shall be appointed by the Douglas City Council, two of the Board members shall be appointed by the Saugatuck Township Board, and two of the Board Members shall be appointed by the City of Fennville.

3 The two Board members appointed by each respective political subdivision may be elected officials of the political subdivisions, members of boards or committees appointed by the political subdivisions, or residents over 18 years of age of the appointing political subdivision.

4. Board members shall serve for a term of four years, with the first appointed members only appointed for staggered terms of a two-year term and a four-year term, per political subdivision.

5. Each Board member will be responsible for attending all regular and special meetings of the Board or notifying the Chairperson of an expected absence. The Board will allow for three unexcused absences per fiscal year. In the event a Board member accumulates more than three unexcused absences from regular meetings in a fiscal year, the Board may remove the Board member and request a replacement from the appropriate political subdivision.

6. The Board shall hold an initial meeting at a time and place selected and agreed to by the Board members for the purpose of electing officers, adopting bylaws, and taking any other action the Board deems necessary. Thereafter, the Board shall hold at least an annual meeting at such place and time as shall be fixed by the Board. The Board shall, at its initial meeting, and at each annual meeting, thereafter, elect a Chairperson, Vice Chairperson, Treasurer, and Secretary, all of whom shall be members of the Board. The Chairperson shall preside at all meetings of the Board unless the Board, by majority vote of the members present, directs otherwise. The

Chairperson shall sign all contracts agreed by the Board as well as all financial documents, records, papers, and communications of the Board, except payroll and routine financial documents. The Vice Chairperson shall become Chairperson in the event the office of Chairperson becomes vacant. The Vice Chairperson shall conduct Board meetings and otherwise act for the Chairperson in the Chairperson's absence. The Treasurer shall oversee all financial transactions of the Authority. The Secretary shall keep a record of all meetings in compliance with applicable provisions of Public Act 267 of 1976, as amended (the "Open Meetings Act"), and a record of all the financial transactions of the Board. The Board shall transact such other business as may be necessary at its annual meeting and shall fix the time and place for regular meetings.

7. The Board shall keep a written or printed record of every meeting, which record shall be subject to the provisions of the Open Meetings Act.

8. The Board shall supply a system of accounts to conform to the system required by law and shall provide for the auditing of said accounts at least once a year by a certified public accountant.

9. The Board may employ a manager or executive director with such duties and authority as shall be determined by the Board.

10. The Board shall adopt rules, regulations, and policies governing the employees, property, and facilities under its jurisdiction.

11. The Board shall prepare, or have prepared, an annual report regarding the operation and financial condition of the Authority, which report shall be available to the public.

12. The Board shall adopt bylaws, policies, and procedures it deems reasonably necessary or proper for the conduct of the business of the Board and for accomplishing the purposes for which the Authority was created.

13. The Secretary of the Board shall be charged with the responsibility of causing these Articles of Incorporation to be published and the printed copies of the Articles of Incorporation to be filed as provided in Act 196 of 1986, as amended.

ARTICLE X

The Authority may be dissolved, and political subdivisions may withdraw or be added, in accordance with the provisions of Act 196 of 1986, as amended.

ARTICLE XI

These Articles of Incorporation may be amended at any time by a two-thirds vote of approval by the governing bodies of the incorporating political subdivisions.

ARTICLE XII

The Authority became operative on January 1, 1990. The Articles of Incorporation were then amended on October 28, 1998, and June 1, 2015. These Restated Articles of Incorporation shall become effective on April 1, 2026. The Executive Director shall have the Restated Articles of Incorporation published in the *Commercial Record* and shall file the Restated Articles of Incorporation with the Michigan Secretary of State, the Allegan County Clerk, and the Director of the Michigan Department of Transportation.

The foregoing Articles of Incorporation were adopted by an affirmative vote of two-thirds of the members of the governing bodies of the City of Saugatuck, City of the Village of Douglas, and Township of Saugatuck at meetings held on the following dates:

City of Saugatuck:	February 23, 2026
City of the Village of Douglas:	March 16, 2026
Township of Saugatuck:	March 11, 2026
City of Fennville	March 16, 2026

WITNESSES:

_____

CITY OF SAUGATUCK

By: _____

Its: _____

Dated: _____

WITNESSES:

_____

CITY OF THE VILLAGE OF DOUGLAS

By: _____

Its: _____

Dated: _____

WITNESSES:

_____

TOWNSHIP OF SAUGATUCK

By: _____

Its: _____

Dated: _____

WITNESSES:

_____

CITY OF FENNVILLE

By: _____

Its: _____

Dated: _____

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE INTERURBAN TRANSIT AUTHORITY

RESOLUTION NO. ____

A RESOLUTION APPROVING AN AMENDMENT TO THE ARTICLES OF INCORPORATION OF THE INTERURBAN TRANSIT AUTHORITY TO ADD THE CITY OF FENNVILLE AS A MEMBER OF THE AUTHORITY

WHEREAS, the Interurban Transit Authority ("Authority") is a public authority organized and operating pursuant to Act 196 of the Public Acts of 1986, as amended (MCL 124.451 et seq.) ("Act 196"); and

WHEREAS, the Authority's incorporating political subdivisions are currently the City of Saugatuck, the City of the Village of Douglas, and the Township of Saugatuck; and

WHEREAS, Section 7 of Act 196 (MCL 124.457) provides that a political subdivision may become a member of a public authority after formation upon (a) resolution adopted by a majority vote of the members elected to and serving on the legislative body of the political subdivision requesting membership, and (b) resolution adopted by a 2/3 vote of the members serving on the board of the public authority approving an amendment to the articles of incorporation adding the political subdivision; and

WHEREAS, Article XI of the Articles of Incorporation provides that the Articles of Incorporation may be amended at any time by a two-thirds vote of approval by the governing bodies of the incorporating political subdivisions; and

WHEREAS, the Board of Directors has reviewed the proposed Amended and Restated Articles of Incorporation, which incorporate the changes necessary to add the City of Fennville as a member, including expanding the Board of Directors from six to eight members, with two members to be appointed by the Fennville City Commission;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Interurban Transit Authority, by a vote of not less than 2/3 of the members serving on the Board, as follows:

1. **Finding of Public Interest.** The Board of Directors finds that the addition of the City of Fennville as a member of the Authority will serve the public interest by expanding public transportation services in the region.

2. **Approval of Amendment.** The Amended and Restated Articles of Incorporation of the Interurban Transit Authority, in substantially the form presented to the Board at this meeting, are hereby approved.

3. **Filing and Publication.** The Executive Director is directed to cause the Amended and Restated Articles of Incorporation, once executed, to be filed with the Michigan Secretary of State, the Allegan County Clerk, and the Director of the Michigan Department of Transportation, and to be published in the Commercial Record, all in the same manner as the original Articles of Incorporation.

4. **Authorization of Executive Director.** The Executive Director is authorized and directed to take all actions and execute all documents reasonably necessary to effectuate this Resolution and the addition of the City of Fennville as a member of the Authority.

5. **Effective Date.** This Resolution shall take effect immediately upon adoption.

CERTIFICATION

I, Lori Babinski, Secretary of the Board of Directors of the Interurban Transit Authority, hereby certify that the foregoing Resolution was adopted at a meeting of the Board held on February 17, 2026, by a vote of 6 in favor, 0 opposed, and 0 absent, constituting not less than 2/3 of the members serving on the Board.

Lori Babinski
Secretary, Board of Directors
Interurban Transit Authority

Date: 2/17/26

AMENDED AND RESTATED ARTICLES OF INCORPORATION

INTERURBAN TRANSIT AUTHORITY

ARTICLE I

The name of the Corporation is Interurban Transit Authority, hereinafter referred to as the "Authority."

ARTICLE II

The incorporating political subdivisions of the Authority are the City of Saugatuck, the City of the Village of Douglas, ~~and~~ the Township of Saugatuck, and the City of Fennville.

ARTICLE III

The Authority is organized as a non-profit corporation on a non-stock basis.

ARTICLE IV

The Authority is financed through grants of money or property from federal or state governments, other revenues from federal or state governments, fees from riders, and taxes raised through election approval.

ARTICLE V

The registered office of the Authority shall be at 100 Wiley Road, Douglas, Michigan 49406, and the registered agent at that address is the Interurban Transit Authority Director.

ARTICLE VI

The names and addresses of the incorporating political subdivisions are as follows:

City of Saugatuck, 102 Butler Street, Saugatuck, MI 49453;
City of the Village of Douglas, 86 W Center Street, Douglas, MI 49406; ~~and~~
Saugatuck Township, 3461 Blue Star Highway, Saugatuck, MI 49453; and
City of Fennville, 125 S Maple Street, Fennville, MI 49408.

ARTICLE VII

The purposes for which the Authority is created are:

1. To, pursuant to Act 196 of 1986, as amended, plan, promote, purchase, acquire, establish, own, lease, operate or cause to be operated, maintain, improve, enlarge, and modernize a public transportation system within the corporate limits of the incorporating political

subdivisions; provided, however, that such services may be extended outside the limits of the incorporating political subdivisions as authorized by the Authority, if done so under a contract which returns at least the cost of the services to the incorporating political subdivisions; and

2. To do all things reasonably necessary and/or proper for the accomplishment of any of the above purposes.

ARTICLE VIII

The Authority is hereby empowered to do anything authorized or permitted by Act 196 of 1986, as amended, and to do any other lawful act reasonably necessary, proper, suitable, or convenient for the achievement or furtherance of the purposes above stated.

ARTICLE IX

1. The Authority shall be directed and governed by a ~~six~~eight person Board of Directors, herein referred to as the "Board."

2. Two of the Board members shall be appointed by the Saugatuck City Council, two of the Board members shall be appointed by the Douglas City Council, two of the Board members shall be appointed by the Saugatuck Township Board, and two of the Board members shall be appointed by the ~~Saugatuck Township Board~~Fennville City Commission.

3 The two Board members appointed by each respective political subdivision may be elected officials of the political subdivisions, members of boards or committees appointed by the political subdivisions, or residents over 18 years of age of the appointing political subdivision.

4. Board members shall serve for a term of four years, with the first appointed members, only, appointed for staggering terms of a two year term, and a four year term, per political subdivision.

5. Each Board member will be responsible for attending all regular and special meetings of the Board, or notifying the Chairperson of an expected absence. The Board will allow for three unexcused absences per fiscal year. In the event a Board member accumulates more than three unexcused absences from regular meetings in a fiscal year, the Board may remove the Board member and request a replacement from the appropriate incorporating political subdivision.

6. The Board shall hold an initial meeting at a time and place selected and agreed to by the Board members for the purposes of electing officers, adopting bylaws, and taking any other action the Board deems necessary. Thereafter, the Board shall hold at least an annual meeting at such place and time as shall be fixed by the Board. The Board shall, at its initial meeting, and at each annual meeting thereafter, elect a Chairperson, Vice Chairperson, Treasurer, and Secretary, all of whom shall be members of the Board. The Chairperson shall preside at all meetings of the Board unless the Board, by majority vote of the members present, directs otherwise. The Chairperson shall sign all contracts agreed to by the Board as well as all financial documents,

records, papers, and communications of the Board, except payroll and routine financial documents. The Vice Chairperson shall become Chairperson in the event the office of Chairperson becomes vacant. The Vice Chairperson shall conduct Board meetings and otherwise act for the Chairperson in the Chairperson's absence. The Treasurer shall oversee all financial transactions of the Authority. The Secretary shall keep a record of all meetings in compliance with applicable provisions of Public Act 267 of 1976, as amended (the "Open Meetings Act"), and a record of all the financial transactions of the Board. The Board shall transact such other business as may be necessary at its annual meeting, and shall fix the time and place for regular meetings.

7. The Board shall keep a written or printed record of every meeting, which record shall be subject to the provisions of the Open Meetings Act.

8. The Board shall supply a system of accounts to conform to the system required by law and shall provide for the auditing of said accounts at least once a year by a certified public accountant.

9. The Board may employ a manager or executive director with such duties and authority as shall be determined by the Board.

10. The Board shall adopt rules, regulations, and policies governing the employees, property, and facilities under its jurisdiction.

11. The Board shall prepare, or have prepared, an annual report regarding the operation and financial condition of the Authority, which report shall be available to the public.

12. The Board shall adopt bylaws, policies, and procedures it deems reasonably necessary or proper for the conduct of the business of the Board and for accomplishing the purposes for which the Authority was created.

13. The Secretary of the Board shall be charged with the responsibility of causing these Articles of Incorporation to be published and the printed copies of the Articles of Incorporation to be filed as provided in Act 196 of 1986, as amended.

ARTICLE X

The Authority may be dissolved, and political subdivisions may withdraw or be added, in accordance with the provisions of Act 196 of 1986, as amended.

ARTICLE XI

These Articles of Incorporation may be amended at any time by a two-thirds vote of approval by the governing bodies of the incorporating political subdivisions.

ARTICLE XII

The Authority became operative on January 1, 1990. The Articles of Incorporation were then amended on October 28, 1998. ~~These~~, and subsequently restated on June 1, 2015. These Amended and Restated Articles of Incorporation shall become effective on ~~June 1, 2015.~~ the last date signed below. . The Executive Director shall have ~~the~~these Amended and Restated Articles of Incorporation published in the *Commercial Record*, and shall file ~~the~~these Amended and Restated Articles of Incorporation with the Michigan Secretary of State, the Allegan County Clerk, and the Director of the Michigan Department of Transportation.

The purpose of the foregoing Amended and Restated Articles of Incorporation ~~were adopted~~is to add the City of Fennville as a member of the Authority. This document was approved by: (1) an affirmative vote of ~~two-thirds~~the Fennville City Commission; (2) a 2/3 vote of the members of the Authority Board; and (3) a 2/3 vote of the members of the governing bodies of the City of Saugatuck, City of the Village of Douglas, and Township of Saugatuck at meetings held on the following dates:

Authority Board: February 17, 2026

City of Saugatuck: ~~April 27, 2015~~

City of the Village of Douglas: ~~April 6, 2015~~

Township of Saugatuck: ~~April 1, 2015~~

City of Fennville:

WITNESSES:

CITY OF SAUGATUCK

_____

By: _____

Its: _____

Dated: _____

_____

CITY OF THE VILLAGE OF DOUGLAS

By: _____

Its: _____

Dated: _____

_____

TOWNSHIP OF SAUGATUCK

By: _____

Its: _____

Dated: _____

CITY OF FENNVILLE

By: _____

Its: _____

Dated: _____

City Council Agenda Item Report

FROM: Ryan Cummins, City Manager
Nicole Bredeweg, Treasurer/Finance Officer

MEETING DATE: March 23, 2026

SUBJECT: Budget Amendments for Fiscal Year 25-26

DESCRIPTION:

As the fiscal year progresses, staff is proposing the attached mid-year budget amendments. Highlights include:

- CIP timing adjustments
  - Blue Star Trail delayed
  - Maple St work partially occurring
  - DPW lot resurfacing partial
  - Village Square courts next fiscal year
  - Gravel roads / Park St timing changes
  - Sewer projects delayed or shifted
- CIP scope changes
  - Mary St repair added
  - Elizabeth St sewer improvements added
  - Blue Star gutter/shoulder work shifted
  - Water St gate valve work increased
  - Seawall and concrete boardwalk repairs increased
- Adjustments for actual activity
  - Holiday lighting
  - Elevator repairs
  - Drain assessment for Ferry Street project
  - Sheriff's Office contractual changes
  - Various operational expenditures
  - Some revenue adjustments
- Adjustments for anticipated activity
  - Contractual costs

    - FOIA activity
    - Technology updates
    - Election expenses
- Grant and reimbursement adjustments
    - Full Maple Street grant received earlier than expected
    - Township share adjustments
    - School reimbursement for election costs

The amendments primarily reflect offsetting adjustments within each fund. The amended budget reflects less use of general fund balance.

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

SAMPLE MOTION:
Motion to approve Resolution No.260323-C to amend the budget of the 2025/2026 general appropriations act.

CITY OF SAUGATUCK
COUNTY OF ALLEGAN
STATE OF MICHIGAN

RESOLUTION NO. 260323-C

A RESOLUTION TO AMEND THE BUDGET OF THE 2025/2026 GENERAL APPROPRIATIONS ACT

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

WHEREAS, in accordance with the Uniform Budgeting and Accounting Act, 1968 PA 2, as amended, the Budget Hearings of Local Governments Act, 1963 PA 43, and Chapter VII of the City Charter, the City Council of the City of Saugatuck established and approved the City's budget for fiscal year commencing July 1, 2025 and ending June 30, 2026; and

WHEREAS, the City Manager has recommended that said budget be amended based on new information now available; and

WHEREAS the Council is authorized by statute to amend the budget throughout the fiscal year as it becomes apparent that a deviation from the original general appropriations act is necessary; and

WHEREAS the Council is authorized to make additional appropriations during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council of the City of Saugatuck amends the 2025/2026 budget as follows:

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GL #	DESCRIPTION	Increase/(Decrease)	
	Fund 101 GENERAL FUND		
101-000-445.000	PENALTIES & INTEREST	5,000.00	Revenue
101-000-447.000	ADMINISTRATION FEE	13,000.00	Revenue
101-000-528.000	OTHER FEDERAL GRANTS	(1,300,000.00)	Revenue
101-000-579.000	GRANTS RECEIVED	(275,000.00)	Revenue
101-000-614.000	SCHOOL TAX COLLECTION FEE	(100.00)	Revenue
101-000-650.000	CHAIN FERRY FEES	700.00	Revenue
101-000-655.000	POLICE & ORDINANCE FEES	250.00	Revenue
101-000-665.000	INTEREST EARNED	100,000.00	Revenue
101-000-682.000	USE TAX & ELECTION FEES	2,500.00	Revenue
101-000-697.000	TRANSFER FROM FUND BAL.	(424,317.00)	Revenue
101-101-913.000	INSURANCE	(3,059.00)	Council
101-173-702.000	SALARY/WAGES	13,000.00	City Admin
101-173-900.000	PRINTING & PUBLISHING	500.00	City Admin

GL #	DESCRIPTION	Increase/(Decrease)	
101-173-910.000	INSURANCE	364.00	City Admin
101-173-970.000	CAPITAL OUTLAY	3,000.00	City Admin
101-215-727.000	OFFICE SUPPLIES	500.00	Clerk
101-215-803.000	LEGAL FEES	1,500.00	Clerk
101-215-820.000	ELECTIONS	(4,000.00)	Clerk
101-215-850.000	TELEPHONES	2,700.00	Clerk
101-253-727.000	OFFICE SUPPLIES	3,000.00	Finance
101-253-850.000	TELEPHONE	800.00	Finance
101-253-913.000	INSURANCE	690.00	Finance
101-262-702.000	SALARY/WAGES	4,000.00	Elections
101-262-720.000	FRINGE BENEFITS	400.00	Elections
101-262-727.000	OFFICE SUPPLIES	3,000.00	Elections
101-262-801.000	CONTRACTUAL SERVICES	3,500.00	Elections
101-262-803.000	LEGAL FEES	1,000.00	Elections
101-262-900.000	PRINTING & PUBLISHING	3,000.00	Elections
101-265-913.000	INSURANCE	(792.00)	City Hall
101-265-970.000	CAPITAL OUTLAY	43,000.00	City Hall
101-301-702.000	WAGES DEPUTIES	90,000.00	Sheriff
101-301-748.000	FUEL & OILS	(16,000.00)	Sheriff
101-301-946.000	EQUIPMENT RENTAL	(37,500.00)	Sheriff
101-441-801.000	CONTRACTUAL SERVICES	65,000.00	Public Works
101-441-805.000	HOLIDAY LIGHTING	8,000.00	Public Works
101-441-860.000	EDUCATIONAL TRAINING	4,000.00	Public Works
101-441-913.000	INSURANCE	1,862.00	Public Works
101-441-920.000	UTILITIES	1,000.00	Public Works
101-441-930.000	REPAIRS & MAINTENANCE	1,500.00	Public Works
101-441-945.000	CAPITAL OUTLAY	(1,850,000.00)	Public Works
101-441-960.000	SIGNS	(50,000.00)	Public Works
101-721-727.000	OFFICE SUPPLIES	500.00	Planning
101-721-850.000	TELEPHONE	700.00	Planning
101-721-908.000	DUES, FEES & PUBLICATIONS	700.00	Planning
101-721-913.000	INSURANCE	(934.00)	Planning
101-723-727.000	OFFICE SUPPLIES	500.00	HDC
101-730-801.000	CONTRACTUAL SERVICES	2,600.00	Harbor
101-730-931.000	WATERWAYS REPAIR	135,000.00	Harbor
101-751-801.000	CONTRACTUAL SERVICES	(20,000.00)	Parks
101-751-913.000	INSURANCE	101.00	Parks
101-751-970.000	CAPITAL OUTLAY	(70,000.00)	Parks
101-756-850.000	TELEPHONE	1,200.00	Oval
101-756-913.000	INSURANCE	2,301.00	Oval
101-756-960.000	SIGNS	2,000.00	Oval
101-965-998.202	TRANS TO MAJOR STREETS	(40,000.00)	Transfers
101-965-998.203	TRANS TO LOCAL STREETS	(175,000.00)	Transfers

GL #	DESCRIPTION	Increase/(Decrease)	
	Fund 202 MAJOR STREETS		
202-000-665.000	INTEREST	7,000.00	Revenue
202-000-697.000	TRANS FROM FUND BALANCE	(17,000.00)	Revenue
202-000-699.000	DUE FROM LS & GF	(40,000.00)	Revenue
202-463-801.000	CONTRACTUAL SERVICES	(50,000.00)	Maintenance
202-464-702.000	SALARY/WAGES	(1,000.00)	Winter
202-464-727.000	SUPPLIES	1,000.00	Winter
	Fund 203 LOCAL STREETS		
203-000-539.001	STATE GRANT – MAPLE ST	125,000.00	Revenue
203-000-581.000	CONTRIB FROM LOCAL UNITS	(91,000.00)	Revenue
203-000-665.000	INTEREST	50,000.00	Revenue
203-000-697.000	FUND BALANCE	(431,500.00)	Revenue
203-000-699.000	DUE FROM OTHER FUNDS	(175,000.00)	Revenue
203-463-801.000	CONTRACTUAL SERVICES	(40,000.00)	Maintenance
203-463-970.000	CAPITAL OUTLAY	(492,000.00)	Maintenance
203-464-702.000	SALARY/WAGES	2,000.00	Winter
203-464-720.000	FRINGE BENEFITS	500.00	Winter
203-464-727.000	SUPPLIES	1,000.00	Winter
203-464-946.000	EQUIPMENT RENTAL	12,000.00	Winter
	Fund 496 SEWER		
496-000-581.000	CONTRIB FROM LOCAL UNITS	(33,000.00)	Revenue
496-000-611.000	SEWER FEES	1,000.00	Revenue
496-000-665.000	INTEREST	3,000.00	Revenue
496-000-697.000	TRANS FROM FUND BALANCE	4,000.00	Revenue
496-536-970.000	CAPITAL OUTLAY	(25,000.00)	
	Fund 497 WATER		
497-000-610.00	WATER FEES	3,400.00	Revenue
497-000-665.000	INTEREST	7,500.00	Revenue
497-000-697.000	TRANS FROM FUND BALANCE	24,100.00	Revenue
497-536-970.000	CAPITAL OUTLAY	35,000.00	Water

GL #	DESCRIPTION	Increase/(Decrease)	
	Fund 661 MOTOR POOL		
661-000-665.000	INTEREST	8,000.00	Revenue
661-443-913.000	INSURANCE	12.00	Motor Pool

2. The funds appropriated shall be approved pursuant to the authority granted by the Saugatuck City Charter.

3. An appropriation is not a mandate to spend.

4. All resolutions or parts of resolutions in conflict with this Resolution are rescinded.

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

RESOLUTION DECLARED ADOPTED.

Dated: _____

_____
Holly Anderson, Mayor

Dated: _____

_____
Jamie Wolters, City Clerk

CERTIFICATION

I, Jamie Wolters, the City 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 October 23, 2023, 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

REVENUE AND EXPENDITURE REPORT FOR CITY OF SAUGATUCK

03/18/2026

GL NUMBER	DESCRIPTION	2025-26 APPROVED BUDGET	REQUESTED ADJUSTMENTS	2025-26 AMENDED BUDGET	REASONS
Fund 101 - GENERAL FUND					
101-000-445.000	PENALTIES & INTEREST	10,000.00	5,000.00	15,000.00	Adjusting revenue to reflect actual activity varying from original budget estimates.
101-000-447.000	ADMINISTRATION FEE	115,000.00	13,000.00	128,000.00	Adjusting revenue to reflect actual activity varying from original budget estimates.
101-000-528.000	OTHER FEDERAL GRANTS	1,300,000.00	(1,300,000.00)	0.00	CIP delayed Blue Star Trail work for this fiscal year.
101-000-579.000	GRANTS RECEIVED	300,000.00	(275,000.00)	25,000.00	CIP delayed Blue Star Trail work for this fiscal year. Expected Compton / TMF final disbursement. Expected DNR Passport grant for Village Square courts. Expected Coastal Management Grant to reimburse for Park Street study
101-000-614.000	SCHOOL TAX COLLECTION FEE	3,300.00	(100.00)	3,200.00	Adjusting revenue to reflect actual activity varying from original budget estimates.
101-000-650.000	CHAIN FERRY FEES	3,800.00	700.00	4,500.00	Adjusting revenue to reflect actual activity varying from original budget estimates.
101-000-655.000	POLICE & ORDINANCE FEES	1,500.00	250.00	1,750.00	Adjusting revenue to reflect actual activity varying from original budget estimates.
101-000-665.000	INTEREST EARNED	100,000.00	100,000.00	200,000.00	Adjusting revenue to reflect actual activity varying from original budget estimates.
101-000-682.000	USE TAX & ELECTION FEES	16,000.00	2,500.00	18,500.00	Adjusting revenue to reflect anticipated school reimbursement for May election expenses.
101-000-697.000	TRANSFER FROM FUND BALANCE	1,573,280.00	(424,317.00)	1,148,963.00	This amount is automatically calculated to reflect the net impact of the budget amendments on fund balance and ensures the amended budget remains balanced.
Dept 101 - COUNCIL					
101-101-913.000	INSURANCE	3,300.00	(3,059.00)	241.00	Adjusting expenditures to reflect actual activity varying from original budget estimates.
Dept 173 - CITY ADMINISTRATION					
101-173-702.000	SALARY/WAGES	122,000.00	13,000.00	135,000.00	Adjusting expenditures to reflect updated contract terms.
101-173-900.000	PRINTING & PUBLISHING	200.00	500.00	700.00	Adjusting expenditures to reflect actual activity varying from original budget estimates.
101-173-910.000	INSURANCE	2,900.00	364.00	3,264.00	Adjusting expenditures to reflect actual activity varying from original budget estimates.
101-173-970.000	CAPITAL OUTLAY	2,000.00	3,000.00	5,000.00	Adjusting expenditures to reflect technology updates.
Dept 215 - CITY CLERK					

101-215-727.000	OFFICE SUPPLIES	2,000.00	500.00	2,500.00	Adjusting expenditures to reflect anticipated activity varying from original budget estimates.
101-215-803.000	LEGAL FEES	7,500.00	1,500.00	9,000.00	Adjusting expenditures to reflect anticipated FOIA activity varying from original budget estimates.
101-215-820.000	ELECTIONS	4,000.00	(4,000.00)	-	Reclassified election costs to new Elections department.
101-215-850.000	TELEPHONES	900.00	2,700.00	3,600.00	Reflect costs associated with the new phone equipment, updates to the Comcast agreement, and the addition of the phone reimbursement program that occurred after the original budget was adopted.
Dept 253 - CITY TREASURER					
101-253-727.000	OFFICE SUPPLIES	2,600.00	3,000.00	5,600.00	This adjustment reflects higher than anticipated banking service charges and envelope costs. Allocation between categories may be refined as needed.
101-253-850.000	TELEPHONE	800.00	800.00	1,600.00	Reflect costs associated with the new phone equipment, updates to the Comcast agreement, and the addition of the phone reimbursement program that occurred after the original budget was adopted.
101-253-913.000	INSURANCE	1,400.00	690.00	2,090.00	Adjusting expenditures to reflect actual activity varying from original budget estimates.
Dept 262 - ELECTIONS					
101-262-702.000	SALARY/WAGES		4,000.00	4,000.00	This amendment reflects the reclassification of election-related expenditures into a separate department and includes funding for the May election.
101-262-720.000	FRINGE BENEFITS		400.00	400.00	This amendment reflects the reclassification of election-related expenditures into a separate department and includes funding for the May election.
101-262-727.000	OFFICE SUPPLIES		3,000.00	3,000.00	This amendment reflects the reclassification of election-related expenditures into a separate department and includes funding for the May election.
101-262-801.000	CONTRACTUAL SERVICES		3,500.00	3,500.00	This amendment reflects the reclassification of election-related expenditures into a separate department and includes funding for the May election.
101-262-803.000	LEGAL FEES		1,000.00	1,000.00	Review of early voting agreements and resolutions.
101-262-900.000	PRINTING & PUBLISHING		3,000.00	3,000.00	This amendment reflects the reclassification of election-related expenditures into a separate department and includes funding for the May election.
Dept 265 - CITY HALL					
101-265-913.000	INSURANCE	2,000.00	(792.00)	1,208.00	Adjusting expenditures to reflect actual activity varying from original budget estimates.
101-265-970.000	CAPITAL OUTLAY	45,000.00	43,000.00	88,000.00	Adjusting expenditures to reflect elevator repair (McNally quote).
Dept 301 - SHERIFF					
101-301-702.000	WAGES DEPUTIES	350,000.00	90,000.00	440,000.00	This amendment reflects a change in contract terms in which equipment and fuel costs are now incorporated into the wage rate, resulting in a shift in how costs are allocated across thedepartment.
101-301-748.000	FUEL & OILS	16,000.00	(16,000.00)	-	This amendment reflects a change in contract terms in which equipment and fuel costs are now incorporated into the wage rate, resulting in a shift in how costs are allocated across thedepartment.

101-301-946.000	EQUIPMENT RENTAL	37,500.00	(37,500.00)	-	This amendment reflects a change in contract terms in which equipment and fuel costs are now incorporated into the wage rate, resulting in a shift in how costs are allocated across thedepartment.
Dept 441 - PUBLIC WORKS					
101-441-801.000	CONTRACTUAL SERVICES	300,000.00	65,000.00	365,000.00	Final Compton/TMF disbursement and the Warnock Drain assessment payment. Engineering services originally anticipated for the holiday lighting pole upgrades were not required, resulting in a partial offset to these costs.
101-441-805.000	HOLIDAY LIGHTING	35,000.00	8,000.00	43,000.00	The additional lighting areas added additional decorating expense.
101-441-860.000	EDUCATIONAL TRAINING	3,500.00	4,000.00	7,500.00	Second CDL course.
101-441-913.000	INSURANCE	6,700.00	1,862.00	8,562.00	Adjusting expenditures to reflect actual activity varying from original budget estimates.
101-441-920.000	UTILITIES	6,000.00	1,000.00	7,000.00	Adjusting expenditures to reflect actual activity varying from original budget estimates.
101-441-930.000	REPAIRS & MAINTENANCE	1,500.00	1,500.00	3,000.00	Adjusting expenditures to reflect actual activity varying from original budget estimates.
101-441-945.000	CAPITAL OUTLAY	1,975,000.00	(1,850,000.00)	125,000.00	CIP shows partial DPW lot resurfacing this fiscal year and delayed Blue Star Trail and traffic signal work. Adjusting holiday lighting expenditures to reflect actual activity.
101-441-960.000	SIGNS	85,000.00	(50,000.00)	35,000.00	The wayfinding project has been deferred to the next fiscal year pending completion of the City's logo and branding work and recommendations from the Parking Task Force. Other signage has been purchased during the current year, and additional sign purchases may occur before year end.
Dept 721 - PLANNING/ZONING					
101-721-727.000	OFFICE SUPPLIES	3,700.00	500.00	4,200.00	Adjusting expenditures to reflect actual activity varying from original budget estimates.
101-721-850.000	TELEPHONES	700.00	700.00	1,400.00	Reflect costs associated with the new phone equipment, updates to the Comcast agreement, and the addition of the phone reimbursement program that occurred after the original budget was adopted.
101-721-908.000	DUES, FEES & PUBLICATIONS	500.00	700.00	1,200.00	ESRI service added this year.
101-721-913.000	INSURANCE	2,800.00	(934.00)	1,866.00	Adjusting expenditures to reflect actual activity varying from original budget estimates.
Dept 723 - HISTORIC DISTRICT COMMISSION					
101-723-727.000	OFFICE SUPPLIES	1,000.00	500.00	1,500.00	Adjusting expenditures to reflect actual activity varying from original budget estimates.
Dept 730 - HARBOR					
101-730-801.000	CONTRACTUAL SERVICES	10,000.00	2,600.00	12,600.00	Increase to cover the Phase 1 Economic Impact Study
101-730-931.000	WATERWAYS REPAIR	65,000.00	135,000.00	200,000.00	Increased to reflect additional marine infrastructure repair costs identified during the fiscal year.

Dept 751 - PARKS & RECREATION					
101-751-801.000	CONTRACTUAL SERVICES	125,000.00	(20,000.00)	105,000.00	Reduced to reflect removal of engineering services previously anticipated for the Chain Ferry landing project
101-751-913.000	INSURANCE	3,600.00	101.00	3,701.00	Adjusting expenditures to reflect actual activity varying from original budget estimates.
101-751-970.000	CAPITAL OUTLAY	180,000.00	(70,000.00)	110,000.00	Adjusted to reflect project timing varying from original budget estimates for the Village Square improvements.
Dept 756 - OVAL BEACH					
101-756-850.000	TELEPHONE	3,500.00	1,200.00	4,700.00	Reflect costs associated with updates to the Comcast agreement and the addition of the phone reimbursement program that occurred after the original budget was adopted.
101-756-913.000	INSURANCE	3,500.00	2,301.00	5,801.00	Adjusting expenditures to reflect actual activity varying from original budget estimates.
101-756-960.000	SIGNS	500.00	2,000.00	2,500.00	Adjusting expenditures to reflect actual activity varying from original budget estimates.
Dept 965 - TRANSFERS					
101-965-998.202	TRANSFER TO MAJOR STREETS	70,000.00	(40,000.00)	30,000.00	Adjusted to reflect revised timing for Elizabeth Street improvements based on CIP projections, with only partial engineering activity anticipated this fiscal year.
101-965-998.203	TRANSFER TO LOCAL STREETS	450,000.00	(175,000.00)	275,000.00	CIP shows partial Maple St. sidewalk work this year
Fund 202 - MAJOR STREETS					
Dept 000				-	
202-000-665.000	INTEREST	10,000.00	7,000.00	17,000.00	Adjusting revenues to reflect actual activity varying from original budget estimates.
202-000-697.000	TRANSFER FROM FUND BALANCE	26,500.00	(17,000.00)	9,500.00	Fund balance adjusted to reflect net change from revised revenues and expenditures.
202-000-699.000	DUE FROM LS & GF	70,000.00	(40,000.00)	30,000.00	Elizabeth costs reduced; CIP shows planning this year with possible design work
Dept 463 - ROUTINE MAINTENANCE					
202-463-801.000	CONTRACTUAL SERVICES	200,000.00	(50,000.00)	150,000.00	CIP changes, including Elizabeth timing, pavement markings, Blue Star gutter/shoulder work, and storm sewer cleaning allocation
Dept 464 - WINTER MAINTENANCE					
202-464-702.000	SALARY/WAGES	15,000.00	(1,000.00)	14,000.00	Adjusting expenditures to reflect actual activity varying from original budget estimates.
202-464-727.000	SUPPLIES	14,500.00	1,000.00	15,500.00	Adjusting expenditures to reflect actual activity varying from original budget estimates.
Fund 203 - LOCAL STREETS					
Dept 000				-	

203-000-539.001	STATE GRANT - MAPLE ST	125,000.00	125,000.00	250,000.00	Full grant received
203-000-581.000	CONTRIBUTIONS FROM LOCAL UNITS	243,000.00	(91,000.00)	152,000.00	Adjusted to reflect the Township's share of work expected to be performed this FY
203-000-665.000	INTEREST	20,000.00	50,000.00	70,000.00	Adjusting revenues to reflect actual activity varying from original budget estimates.
203-000-697.000	FUND BALANCE	494,500.00	(431,500.00)	63,000.00	Fund balance adjusted to reflect revised revenues and expenditures
203-000-699.000	DUE FROM OTHER FUNDS	450,000.00	(175,000.00)	275,000.00	CIP reduced the sidewalk expense for this fiscal year
Dept 463 - ROUTINE MAINTENANCE					
203-463-801.000	CONTRACTUAL SERVICES	225,000.00	(40,000.00)	185,000.00	Offsetting CIP changes for this fiscal year (gravel road maintenance and Park/Campbell timing, Mary St. moved to capital outlay, catch basin cleanings added)
203-463-970.000	CAPITAL OUTLAY	1,578,000.00	(492,000.00)	1,086,000.00	CIP adjusted Maple St. timing for this fiscal year and added Mary St. repairs.
Dept 464 - WINTER MAINTENANCE					
203-464-702.000	SALARY/WAGES	15,000.00	2,000.00	17,000.00	Adjusting expenditures to reflect actual activity varying from original budget estimates.
203-464-720.000	FRINGE BENEFITS	8,000.00	500.00	8,500.00	Adjusting expenditures to reflect anticipated activity varying from original budget estimates.
203-464-727.000	SUPPLIES	10,000.00	1,000.00	11,000.00	Adjusting expenditures to reflect anticipated activity varying from original budget estimates.
203-464-946.000	EQUIPMENT RENTAL	12,500.00	12,000.00	24,500.00	Adjusting expenditures to reflect anticipated activity varying from original budget estimates.
Fund 496 - SEWER					
Dept 000				-	
496-000-581.000	CONTRIBUTIONS FROM LOCAL UNITS	36,000.00	(33,000.00)	3,000.00	Township portion reduced consistent with CIP changes
496-000-611.000	SEWER FEES	1,000.00	1,000.00	2,000.00	Adjusting revenues to reflect actual activity varying from original budget estimates.
496-000-665.000	INTEREST EARNED	2,500.00	3,000.00	5,500.00	Adjusting revenues to reflect actual activity varying from original budget estimates.
496-000-697.000	TRANSFER FROM FUND BALANCE	46,500.00	4,000.00	50,500.00	Reduce transfer by CIP change, less Township's portion
Dept 536 - WATER AND/OR SEWER SYSTEMS					
496-536-970.000	CAPITAL OUTLAY	72,000.00	(25,000.00)	47,000.00	CIP delayed Maple St. sanitary sewer work and added Elizabeth St. sewer improvements for this fiscal year.
Fund 497 - WATER CAPITAL PROJECTS FUND					
Dept 000				-	
497-000-610.000	WATER FEES	1,000.00	3,400.00	4,400.00	Adjusting revenues to reflect actual activity varying from original budget estimates.
497-000-665.000	INTEREST EARNED	2,500.00	7,500.00	10,000.00	Adjusting revenues to reflect actual activity varying from original budget estimates.
497-000-697.000	TRANSFER FROM FUND BALANCE	336,500.00	24,100.00	360,600.00	Reduce transfer by CIP change, less Township's portion

Dept 536 - WATER AND/OR SEWER SYSTEMS					
497-536-970.000	CAPITAL OUTLAY	1,102,000.00	35,000.00	1,137,000.00	CIP increased Water St. gate valve expense for this fiscal year.
Fund 661 - MOTOR POOL FUND					
Dept 000				-	
661-000-665.000	INTEREST	10,000.00	8,000.00	18,000.00	Adjusting revenue to reflect actual activity varying from original budget estimates.
Dept 443 - MOTOR POOL					
661-443-913.000	INSURANCE	10,000.00	12.00	10,012.00	Adjusting expenditures to reflect actual activity varying from original budget estimates.

City Council Agenda Item Report

FROM: Ryan Cummins, City Manager

MEETING DATE: March 23, 2026

SUBJECT: Resolution Approving the Michigan Recreation Passport Grant Program Development Project Agreement

DESCRIPTION:

Refreshing the Village Square Courts is a priority for the current fiscal year. Resurfacing the tennis and basketball courts and development of new use areas are listed projects in the Tri-Community Parks and Recreation Master Plan. To move the work forward, City Council recently approved a concept, a design and construction engineering proposal, and a donation agreement.

The City has also been awarded a Recreation Passport Grant in the amount of up to $150,000, representing approximately 58% of the total eligible project cost of $260,000. The required local match of $110,000 is anticipated to be met through a combination of $10,000 in City funds and a $100,000 donation.

The Michigan Department of Natural Resources (DNR) has submitted a Recreation Passport Grant Program Development Project Agreement for approval.

The attached agreement outlines the terms and conditions of the grant, including:

- A reimbursement-based funding structure for eligible project costs.
- A project completion deadline of March 31, 2028.
    - We anticipate completing this work this fall or next spring.
- Requirements for design, bidding, and construction oversight.
- Ongoing obligations to maintain the improvements for public recreational use for a minimum of 20 years.

BUDGET ACTION REQUIRED:

None at this time. Sufficient dollars were budgeted to begin design engineering. A budget amendment will be upcoming to reflect the grant as revenue.

LEGAL REVIEW:
The City Attorney will be at your meeting if you have any questions.

SAMPLE MOTION:
Motion to approve Resolution No.260323-D - approving the Michigan Recreation Passport Grant Program Development Project Agreement.

CITY OF SAUGATUCK
COUNTY OF ALLEGAN
STATE OF MICHIGAN

RESOLUTION NO. 260323-D

A RESOLUTION APPROVING THE MICHIGAN RECREATION PASSPORT GRANT PROGRAM DEVELOPMENT PROJECT AGREEMENT

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

RECITALS

WHEREAS, the Michigan Department of Natural Resources has awarded the City of Saugatuck a Recreation Passport Grant for the Village Square Park Improvements Project (Project No. RP25-0073); and

WHEREAS, the grant provides funding in an amount not to exceed $150,000, with a required local match of $110,000, anticipated to consist of $10,000 from the City and $100,000 from a private donor; and

WHEREAS, the project includes public recreation improvements at Village Square Park and must be completed in accordance with the terms of the grant agreement; and

WHEREAS, the City Council finds that acceptance of this grant and completion of the project are in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City of Saugatuck hereby accepts the terms of the Recreation Passport Grant Program Development Project Agreement ("Agreement") as received from the Michigan Department of Natural Resources ("Department") for the Village Square Park Improvements Project (Project No. RP25-0073).

2. The City hereby agrees to appropriate all funds necessary to complete the project during the project period, and to provide the One Hundred Ten Thousand Dollars ($110,000.00) to match the grant authorized by the Department.

3. The City agrees to maintain satisfactory financial accounts, documents, and records and to make them available to the Department for auditing at reasonable times.

4. The City agrees to regulate the use of the facility constructed and reserved under the Agreement to assure the use thereof by the public on equal and reasonable terms.

5. The City agrees to comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

YEAS: Council Members: _____

NAYS: Council Members: _____

ABSTAIN: Council Members: _____

ABSENT: Council Members: _____

ADOPTED this _____ day of _____, 2026

CITY OF SAUGATUCK

BY: _____
Holly Anderson, Mayor

BY:_____
Jamie Wolters, City Clerk

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 City Council at a regular meeting held _____, 2026.

Signed: _____
Jamie Wolters, City Clerk

MICHIGAN RECREATION PASSPORT GRANT PROGRAM

DEVELOPMENT PROJECT AGREEMENT

This Agreement is between **City of Saugatuck** in the county of **Allegan County**, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, P.A. 32 of 2010, as amended. The GRANTEE has been approved by the Director of the DEPARTMENT to receive a grant. In Public Act **22 of 2025**, the Legislature appropriated funds from the Recreation Passport Grant Program (RPGP) to the DEPARTMENT for a grant-in-aid to the GRANTEE.

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: **Village Square Park Improvements** **Project #:** **RP25-0073**

Amount of grant: **$150,000.00** **58%** **PROJECT TOTAL:** **$260,000.00**

Amount of match: **$110,000.00** **42%**

Start Date: Date of Execution by the DEPARTMENT **End Date:** **03/31/2028**

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by **05/05/2026** or the Agreement may be cancelled by the DEPARTMENT. **This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.** The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED _____

By: _____

Title: _____

Date: _____

CV0048414 001

SIGMA Vendor Number SIGMA Address Code

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED

By: _____

Clay Summers, Section Manager

_____

Date of Execution by DEPARTMENT

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiGrants, which is accessed through www.michigan.gov/DNR-grants. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT	**DEPARTMENT CONTACT**
	Recreation Passport Grant Program Manager
Name/Title	Name/Title
	Grants Management/DNR Finance & Operations
Organization	Organization
	525 W. Allegan Street, Lansing, MI 48933
Address	Address
	P.O. Box 30425, Lansing, MI 48909
Address	Address
	517-284-7268
Telephone Number	Telephone Number
	DNR-Grants@michigan.gov
E-mail Address	E-mail Address

2. The legal description of the project area and boundary map of the project area uploaded to MiGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.

3. The time period allowed for project completion is from **03/06/2026** through **03/31/2028**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.

4. The words "project area" shall mean the land and area described in the legal description and as identified on the boundary map in MiGrants.

5. The words "project facilities" shall mean the following individual components, as further described in the application:

Basketball Court
Tennis Court
Drinking Fountain(s)
Paved ADA Parking Space(s)
Rain Garden with Native Plants
Recycle Bin(s)
Bench(es)

Landscaping
Access Pathway 5' - 6' wide
Fence

6. The DEPARTMENT agrees as follows:

   a. grant the GRANTEE a sum of money equal to **Fifty-Eight percent (58%) of Two Hundred and Sixty Thousand dollars ($260,000.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **One Hundred and Fifty Thousand dollars ($150,000.00)**.

   b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:

      i. Payments will be made on a reimbursement basis at **Fifty-Eight percent (58%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.

      ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE on a form provided by the DEPARTMENT which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, EFTs and/or list of volunteer and/or force account time and attendance records.

      iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.

      iv. Final payment will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected a RPGP plaque in compliance with Section 7(j) of this Agreement.

7. The GRANTEE agrees as follows:

   a. immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **One Hundred and Ten Thousand dollars ($110,000.00)** in local match. This sum represents **Forty-Two percent (42%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.

   b. with the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications and bid documents.

   c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in

completion of the project, including but not limited to the following:

i. All projects with a total project cost of $15,000 or greater GRANTEE shall retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.

ii. **Within 180 days** following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional (Prime Professional is not required for grants less than $15,000).

iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than $50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.

iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between $5,000 and $50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.

v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.

vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; and the Elliott-Larsen Civil Rights Acts, Act 453 of 1976, as amended; 2013 Access Boards Final Guidelines for Outdoor Developed Areas.

vii. Bury all new utilities within the project area.

viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.

d. operate the project facilities for a minimum of **20** years (useful life of facilities anticipated), to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.

e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.

f. adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date.

g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and recreation program.

h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.

i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.

j. erect and maintain a sign on the property for the life of the facilities which designates this project as one having been constructed with the assistance of the RPGP. The size, color and design of this sign shall be in accordance with DEPARTMENT specification.

k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the RPGP sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony to the local media. The use of the program logo and a brief description of the program are strongly encouraged in brochures related to public recreation produced by the GRANTEE. Upon the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.

8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2026** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.

9. To be eligible for reimbursement, the GRANTEE shall comply with the DEPARTMENT

requirements. At a minimum, the GRANTEE shall:

a. submit a progress report every 180 days during the project period.

b. submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun. For grants $15,000 or less, the request reimbursement should be submitted for entire amount at completion of the project.

c. submit a complete request for final reimbursement within **90 days of project completion and no later than 6/30/2028**. If the GRANTEE fails to submit a complete final request for reimbursement by **6/30/2028**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.

10. During the project period, the GRANTEE shall obtain prior authorization from the DEPARTMENT before adding, deleting, or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, during the life of the facilities, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area.

11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.

12. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.

13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:

a. supplied the DEPARTMENT with an executed copy of the approved lease or easement, and

b. confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.

14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.

15. During the life of the facilities, none of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.

16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and commits the project area to Michigan's recreation estate for the useful life of the project facilities, therefore:

    a. the GRANTEE agrees that, during the life of the facilities, the project area or any portion thereof will not be converted to other than public recreation use without prior written approval by the DEPARTMENT and implementation of mitigation approved by the DEPARTMENT, including but not limited to replacement with land and/or project facilities of similar recreation usefulness and fair market value.

    b. approval of a conversion shall be at the sole discretion of the DEPARTMENT.

    c. before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.

17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with recreation lands and project facilities of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other recreation properties and project facilities of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.

18. The GRANTEE acknowledges that:

    a. the GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and

    b. the GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and

c. the DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing project site.

19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.

20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.

21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:

    a. it is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;

    or

    b. if any portion of the project area is a facility, documentation that Department of Environmental, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public recreation use and/or the resource protection values of the project area.

22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.

23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the

DEPARTMENT at its request.

24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.

25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.

26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.

27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.

28. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT may, in addition to any other remedy provided by law,:

    a. terminate this Agreement; and/or

    b. withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or

    c. withhold action on all pending and future grant applications submitted by the GRANTEE under the RPGP, Michigan Natural Resources Trust Fund, and Land and Water Conservation Fund; and/or

    d. require repayment of grant funds already paid to GRANTEE.

    e. require specific performance of the Agreement.

29. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding; upon request by the GRANTEE; or upon mutual Agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.

30. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public recreation facilities and resources which are

available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.

31. Prior to the completion of the project facilities, the GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.

32. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.

33. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.

34. The GRANTEE agrees to assist DEPARTMENT personnel in promotion of the Recreation Passport Program by distributing marketing materials provided by the DEPARTMENT.

35. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.

36. The rights of the DEPARTMENT under this Agreement shall continue for the anticipated life of the project facilities as stated in Section 7(d).

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.

SAMPLE RESOLUTION
(Development)

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

"RESOLVED, that the _____, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide _____($_____) dollars to match the grant authorized by the DEPARTMENT.

2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.

3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.

4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.

5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____
The following nay votes were recorded: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _____ at a meeting held _____.

_____
Signature

_____
Title

_____
Date

City Council Agenda Item Report

FROM: Ryan Cummins, City Manager

MEETING DATE: March 18, 2026

SUBJECT: Cemetery Services Agreement Extension

DESCRIPTION:

Saugatuck Township has requested extending the agreement for cemetery services. This agreement allows City residents to purchase burial and cremation plots at the in-district rate ($500 burial plot, $350 cremation), which is significantly lower than the out-of-district rate ($2,500 burial plot, $1,750 cremation). In exchange, the City contributes a share of the cemetery's lawn care costs based on population.

Costs

- The City's share is for lawn care only and does not include other cemetery operations or future capital improvements. The lawn care cost under the two-year extension will be $6,000 for year 1 and $6,370 for year 2.

Benefits

- City residents will continue to save substantially on burial and cremation plots.
- The Township Manager advised in "2024 and 2025, Saugatuck City residents purchased 12 burial plots at the in-district rate, totaling $6,000. If those same plots had been purchased at the out-of-district rate, the total cost would have been $30,000, representing a savings of $24,000 to City residents."

Attached is the previous agreement and proposed extension.

BUDGET ACTION REQUIRED:

None. Sufficient dollars were budgeted.

LEGAL REVIEW:

The extension language has been sent to legal for review.

SAMPLE MOTION:

Motion to approve the cemetery services agreement extension between Saugatuck Township and the City of Saugatuck.

CEMETERY SERVICES AGREEMENT EXTENSION

This Cemetery Services Agreement Extension (the "Extension") is made between Saugatuck Township and the City of Saugatuck.

TERMS AND CONDITIONS

1. In exchange for the consideration required by this Extension, the Cemetery Services Agreement signed by the parties on January 12, 2022 (the "Agreement") is hereby renewed and extended through June 30, 2027.

2. This Extension shall be retroactive back to the date of the Agreement's expiration (June 30, 2025) to the fullest extent permissible by law.

3. As compensation of services performed by the Township in the Extension term, the City shall pay the Township in accordance with the following schedule:

On or before March 31, 2026 - $6,000 for services rendered between July 1, 2025 and June 30, 2026

On or before March 31, 2027 - $6,370.00 for services rendered between July 1, 2026 and June 30, 2027

4. All other provisions of the Agreement shall remain in full force and effect to the extent not inconsistent with this Extension.

The parties have signed this Extension as of the date first written above.

SAUGATUCK TOWNSHIP

By: _____
Abby Bigford, Supervisor

By: _____
Cindy Osman, Township Clerk

Date signed: _____, 2026

CITY OF SAUGATUCK

By: _____
, Mayor

By: _____
, City Clerk

Date signed: _____, 2026

CEMETERY SERVICES AGREEMENT

THIS CEMETERY SERVICES AGREEMENT ("**Agreement**") is made as of Jan 12, 2021 between Saugatuck Township, a Michigan general law township, the business address of which is 3461 Blue Star Hwy, Saugatuck Michigan 49453 ("**Township**") and the City of Saugatuck, a Michigan home rule city, the business address of which is 102 Butler Street, Saugatuck, Michigan 49453-0086 ("**City**").

RECITALS

A. Act No. 113 of the Public Acts of 1915 authorizes a municipal corporation to join with another to operate, perform or provide a service which each has the power to provide separately.

B. The Township and the City are authorized to acquire, operate, and perpetually maintain cemeteries.

C. The City does not have a cemetery. The Township is the owner of two cemeteries within the Township, known as Riverside Cemetery and Douglas Cemetery (collectively, the "**Cemeteries**"). For a number of years, the City and Township have shared the costs of operating the Cemeteries, in exchange for which City residents are treated identically to Township residents for purposes of acquiring burial grounds and operations.

D. The Township and City desire to contract to share in the costs of lawn care maintenance of the Cemeteries; in exchange for which City residents will be treated identically to Township residents for purposes of acquiring burial grounds and operations.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the sufficiency of which is acknowledged, the parties agree as follows:

1. Provision of Cemetery Services. During the term of this Agreement the Township will provide the following cemetery services to residents of the City on terms identical to those afforded to residents of the Township: operation and improvement of the Cemeteries; the provision of care for graves in the Cemeteries; and, permitting the purchase and maintenance of burial sites and rights at Township taxpayer/resident rates.

2. Other Terms of Services. The Cemeteries shall be available for use by City and Township residents subject to such rules, regulations and charges pertaining to the use of the Cemeteries established by the Township Board and consistent with the terms of this Agreement, and the availability of the Cemeteries shall be the same for each entity and their constituents. Without limitation, City residents will pay the same rates for grave burial rights as Township taxpayer/residents.

3. Administration and Operation. Except as expressly provided in this Agreement, the Township shall be responsible for administering, operating and maintaining all aspects of the Cemeteries including, without limitation, an obligation to maintain all requisite insurance coverages, provide training for all associated personnel, record keeping, selling of burial rights, grounds maintenance, and grave marking for burials cremains. The City shall be provided with monthly reports for burials made by the Township during the term of this Agreement. The Township and its personnel providing services under the terms of this Agreement are independent contractors and shall not be regarded as employees of the City for any purposes.

4. No Assumption of Liability. It is expressly understood and agreed that the City shall not incur any liability in having the Township provide cemetery services under the terms of this Agreement or in any manner incident thereto. It is further the express intent of the parties that in providing these cemetery services the parties are engaged in an essential governmental function.

5. Compensation. As compensation for the services described in paragraphs 1 and 3 above, which the Township has been providing without compensation from the City since a prior iteration of this Agreement expired on March 31, 2021, the City shall make the following payments to the Township:

On or before February 10, 2022 - $6,067.21
On or before February 10, 2023 - $6,431.24

These sums are intended to represent the City's proportionate share of costs incurred by the Township during the period between July 1, 2021, and the expiration of this Agreement.

6. Release and Waiver. The Township, on behalf of itself, its agents, assigns, employees and officers, waives the right to assert any and all rights, claims, damages or causes of action against the City, its employees, officers, agents, successors and assigns (collectively and individually, the "**City Parties**") and fully release and discharge the City Parties from any and all rights, claims, damages or causes of action which Township now has or may have, whether known or unknown, of any kind or nature whatsoever, against the City Parties arising out of or connected in any manner with burials or similar services provide by the Township for or on behalf of City residents (whether pursuant to contract or otherwise) prior to the date of this Agreement or involving actions or omissions by the Township, its officers, employees or agents in providing cemetery services or otherwise operating the Cemeteries during the term of this Agreement.

7. Term. This Agreement shall be effective as of the first date stated above and shall be for a term for two years (July 1, 2021 until June 30, 2023) .

8. Sole Agreement. This Agreement is the only agreement or contract between the parties with respect to the matters referred to herein and no other agreements or understandings of any kind or nature shall be binding on the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed pursuant to authority granted by their respective governing bodies, on the day and year first above written.

TOWNSHIP OF SAUGATUCK

By: _____, Supervisor Cindy Osman

By: _____ Clerk

CITY OF SAUGATUCK

By: Garnet Lewis
Garnet Lewis, Mayor

By: _____
Jamie Wolters Clerk

CEMETERY SERVICES AGREEMENT EXTENSION

This Cemetery Services Agreement Extension (the "Extension") is made between Saugatuck Township and the City of Saugatuck.

TERMS AND CONDITIONS

1. In exchange for the consideration required by this Extension, the Cemetery Services Agreement signed by the parties on January 12, 2022 (the "Agreement") is hereby extended through June 30, 2025.

2. This Extension shall be retroactive back to the date of the Agreement's expiration (June 30, 2023) to the fullest extent permissible by law.

3. As compensation of services performed by the Township in the Extension term, the City shall pay the Township in accordance with the following schedule:

On or before March 31, 2024 - $6,000 for services rendered between July 1, 2023 and June 30, 2024

On or before March 31, 2025 - $6,000 for services rendered between July 1, 2024 and June 30, 2025

4. All other provisions of the Agreement shall remain in full force and effect to the extent not inconsistent with this Extension.

The parties have signed this Extension as of the date first written above.

SAUGATUCK TOWNSHIP

By: _____
Abby Bigford, Supervisor

By: _____
Rebecca Israels, Township Clerk

Date signed: 4-8, 2024

CITY OF SAUGATUCK

By: _____
Lauren Stanton, Mayor

By: _____
Jamie Wolters, City Clerk

Date signed: 3-26-24, 2024

Cemetery Lawn Care Maintenance Expenses

Monthly Contract w/Heavener	Expense '25-'26	Projected '26-'27	Projected '27-'28
July Contract 2025	$3,205.00	$3,429.35	$3,669.40
August Contract 2025	$3,205.00	$3,429.35	$3,669.40
September Contract 2025	$3,205.00	$3,429.35	$3,669.40
October Contract 2025	$3,205.00	$3,429.35	$3,669.40
November Contract 2025	$3,205.00	$3,429.35	$3,669.40
December Contract 2025	$3,205.00	$3,429.35	$3,669.40
January Contract 2025	$3,205.00	$3,429.35	$3,669.40
February Contract 2025	$3,205.00	$3,429.35	$3,669.40
March Contract 2025	$3,205.00	$3,429.35	$3,669.40
April Contract 2026	$3,429.35	$3,669.40	$3,926.26
May Contract 2026	$3,429.35	$3,669.40	$3,926.26
June Contract 2026	$3,429.35	$3,669.40	$3,926.26
Total:	$39,133.05	$41,872.36	$44,803.43
Saug. City Portion @ 15.21%	$5,953.23	$6,369.96	$6,815.86
Douglas Portion @ 24.23%	$9,483.88	$10,147.75	$10,858.09
TWP Portion @ 60.55%	$23,695.94	$25,354.65	$27,129.48

Not to Exceed:

*Projected costs include a 7% annual increase per agreement terms (CPI + 2% per year)

	Township	Douglas	Saugatuck City	Total
Population	3,443	1378	865	5,686
Population Percentage	0.605522336	0.242349631	0.152128034	

City Council Agenda Item Report

FROM: Ryan Cummins, City Manager

MEETING DATE: March 23, 2026

SUBJECT: Spear Street Launch Ramp Management Agreement

DESCRIPTION:

The agreement with Star of Saugatuck, LLC to operate and manage the Spear Street launch ramp is due for renewal.

Highlights of the agreement include:

- **Term:** March 1, 2026 through November 30, 2026.
- **Operator Responsibilities:**
  - Oversee the launch ramp use according to established hours.
  - Collect fees set by the City and remit them monthly.
  - Maintain user records and report those who don't pay fees.
  - Provide restroom access during their business hours.
  - Report misuse of the ramp to the City.
  - Maintain liability insurance naming the City as additional insured.
- **Operator Compensation:** 50% of the collected fees. City retains remainder.
  - The City Treasurer advised the following gross revenue was received the last several seasons:
    - 21 $1,291
    - 22 $1,726
    - 23 $1,339
    - 24 $1,530
    - 25 $1,511
- **City Responsibilities:**
  - Print launch passes for the Operator.
  - Maintain general liability and property insurance for the ramp.

LEGAL REVIEW:

The City Attorney previously reviewed the agreement. Aside from the date changes, the agreement language remains the same.

SAMPLE MOTION:

Motion to approve the 2026 Spear Street Launch Ramp Management Agreement.

LAUNCH RAMP MANAGEMENT AGREEMENT

The CITY OF SAUGATUCK, a Michigan home rule city with offices located at 102 Street, Saugatuck, Michigan 49453 ("**City**") and Star of Saugatuck, LLC of 716 Water St., Saugatuck, Michigan 49453 (the "**Operator**," collectively, the "**Parties**"), enter into this Launch Ramp Management Agreement ("**Agreement**").

RECITALS

1. The City owns a boat launch ramp located at the intersection of Spear Street and Water Street ("**Ramp"**) and used by the general public.

2. The City previously requested proposals from qualified persons to operate and manage the Ramp, and the Operator submitted a bid in response to the City's request.

3. The City is willing to accept the Operator's bid provided the Operator enters into this Agreement.

4. The Operator is willing to enter into this Agreement and operate and manage the Ramp according to the terms of this Agreement.

AGREEMENT

The Parties agree as follows:

1. Term. The term of this Agreement shall extend from March 1, 2026 through November 30, 2026, unless sooner terminated as provided in this Agreement. The Operator will provide services under this Agreement from March 1 through November 30 during each calendar year of the term.

2. Operator Obligations. The Operator shall, at its sole cost and expense, manage and operate the Ramp. The Operator's obligations shall include:

   2.1. Overseeing the use of the Ramp, it being understood by the Operator that the Ramp has historically been used by the public from March through November and during both daylight and non-daylight hours; provided, however, that the minimum hours of supervision by the Operator required under this Agreement shall be from 8:00 a.m. to 5:00 p.m. for the months of March, April, May, September, October and November and from 8:00 a.m. to 9:00 p.m. for the months of June, July and August unless otherwise agreed to in writing by the City Manager;

   2.2. Collecting (including personally and via secured collection boxes) fees from users of the Ramp according to the schedule of fees adopted by the City ("**User Fees**"), and remitting such fees to the City on not less than a monthly basis;

2.3. Maintaining accurate records of all persons using the Ramp during the hours specified in Section 2.1 and all fees assessed and collected. The Operator will also use best efforts to prepare a list of those persons who use the Ramp during the hours of operation described in Section 2.1 but fail to pay User Fees. This provision will not require the Operator to conduct any investigation to determine the identity of users who fail to pay user fees, but the Operator will maintain records containing identifying information concerning such users, such as vehicle license plate numbers and/or watercraft MC numbers;

2.4. Providing access for those persons using the Ramp to the bathroom facilities located on the Operator's property adjacent to the Ramp during the hours the Operator's facilities are open to the public; and

2.5. Overseeing the use of the Ramp and adjacent street end in a good faith effort to control, and promptly reporting to the City any instance of, misuse or improper use of the Ramp, such as:
(1) the operation of boats causing damage to the Ramp or areas adjacent to it; (2) the mooring of boats at the Ramp; and (3) the conduct of commercial activities at the Ramp.

The Parties agree that the Operator's obligations shall not include maintenance, repair or replacement of the Ramp except to the extent such maintenance, repair or replacement is necessitated by the acts of the Operator or its agents or employees. The Operator agrees to promptly notify the City of any damage to, or condition of, the Ramp and signage which may need repair or replacement. The City may perform any such repair or replacement of the Ramp in its sole discretion and shall have no liability to Operator for failing to perform such repair or replacement. The Operator shall perform its obligations in compliance with all federal, state and local laws.

3. Operator Compensation. In consideration of its obligations hereunder, the City shall pay to the Operator 50% of all User Fees collected and remitted to the City by the Operator, which payment shall be made in accordance with City payment policies. Remittance of the User Fees to the City shall be accompanied by all documents the City may reasonably request. The Operator shall remit User Fees on at least a monthly basis, or more frequently if the Ramp is used frequently. Any User Fees due to the City that are more than 30 days delinquent shall bear interest at the rate of five percent (5%) per annum until paid by Operator. In addition, should the City be required to take any action to recover unpaid User Fees, the Operator shall be required to reimburse the City for all its costs of collection, including attorney fees and court costs. Additionally, the City may request at any time during the term of this Agreement that the Operator provide to the City reports and other documents regarding the use of the Ramp.

4. Expenses. The Operator shall, at its sole expense, provide all supplies, equipment and labor for performing, and shall pay all expenses associated with the performance of, its obligations under this Agreement; provided, however, that the City shall pay the expenses with respect to

the printing of launch passes to be used by the Operator.

5. Relationship of the Parties. The Operator shall act as an independent contractor. Nothing herein shall be deemed to grant to the Operator any legal or equitable interest in the Ramp.

6. Termination. Either party may terminate this Agreement at any time upon material breach of this Agreement by the other party. Further, either party may terminate this Agreement without cause upon 10 days prior written notice; provided, however, that the Operator shall not terminate this Agreement without cause from March through November. Upon termination, the Operator shall remit to the City the User Fees collected through the date of termination, and provide the City with all supporting documentation, and upon such remittance, the City shall pay the Operator as provided in Section 4.

7. Indemnity. Each party ("**Indemnifying Party**") agrees to hold the other party, including such other party's officers and employees (collectively, "**Indemnified Party**"), harmless from, indemnify the Indemnified Party for, and defend the Indemnified Party (with legal counsel reasonably acceptable to Indemnified Party) against any liability for damages, injury or other casualty and any costs and expenses, including reasonable attorneys' fees, caused or arising from: (1) any act or omission by Indemnifying Party or its agents or employees with respect to Indemnifying Party's obligations under this Agreement; and (2) a breach by Indemnifying Party of any of its obligations under this Agreement. Nothing in this Agreement shall be construed as a waiver on behalf of the City of any governmental immunity, or any defense it would be entitled to under state or federal law.

8. Insurance. The City shall maintain general liability insurance with respect to the Ramp, as well as property insurance with respect to any damage or destruction of the Ramp. The Operator shall be responsible for maintaining general liability insurance with respect to the performance of its obligations hereunder and with respect to the services it will provide pursuant to this Agreement. Additionally, the Operator shall maintain automobile insurance in such amounts as the City may reasonably request. All insurance Operator is required to maintain hereunder shall name the City as an additional insured, and Operator shall provide the City with proof of such insurance before charging User Fees for the use of the Ramp.

9. No Assignment. This Agreement shall not be assigned, in part or in whole, without the prior written consent of the City in the City's sole and absolute discretion.

10. Third-Party Beneficiary. No person shall be deemed to be a third-party beneficiary of this Agreement.

11. Miscellaneous. This Agreement is written pursuant to the laws of the State of Michigan and was made in Allegan County, Michigan. This is the entire agreement between the Parties regarding its subject matter. There are no contemporaneous agreements. It may not be modified or amended except in writing, signed by both Parties. More than one copy of this Agreement may be signed, but all constitute but one agreement.

Executed this _____day of _____, 2026.

CITY OF SAUGATUCK

Date_____ By_____
Holly
Anderson
Its Mayor

Date_____ And by_____
Jamie Wolters
Its City Clerk

OPERATOR

Date_____ By_____

Date_____ And by_____

391565.04

City Council Agenda Item Report

FROM: Michelle Gibson- Administrative/Project Coordinator
Scott Herbert – Public Works Superintendent

MEETING DATE: March 23, 2026

SUBJECT: Authorization to Utilize Auction for Surplus Equipment/Items

DESCRIPTION:

Staff have been in contact with several auction companies to discuss utilizing their services in disposing of surplus equipment and items that are no longer needed and are currently being stored at DPW. These items continue to deteriorate the longer they remain unused, making timely disposition advisable in order to maximize their value.

The City's ordinance includes a provision that allows the disposal of surplus property through auction.

Staff reached out to several auction companies to obtain information and explore potential services. Contact was made with Rangerbid, American Eagle Auction and Appraisal, Merritt Auctions, and Brad Neuhart Auctioneers. Merritt Auctions and Rangerbid provided proposals outlining several auction service options. American Eagle Auction and Appraisal and Brad Neuhart Auctioneers were contacted but did not provide follow-up information.

Merritt Auctions contract structure for municipalities is as follows:

- Option 1- Onsite Live Auction at DPW
  - Auction conducted at DPW
  - 10% buyers premium or 10% commission paid by the City (minimum of $1000)
  - Advertising estimated between $600-$800
  - City collects money then remits commission and advertising fees to Merritt Auctions
  - City provides photos and equipment information as well as pickup time
- Option 2- Online Auction with Items Remaining at DPW
  - Auction done online through Merritt's bidding platform
  - 10% buyers premium and 10% commission paid by the City
  - Advertising estimated between $600-$800
  - Merritt collects payments and remits proceeds to the City approximately four weeks after auction
  - Merritt gathers photos and information
  - DPW provides scheduled inspection time and item pickup time
- Option 3- Online Auction with Items Transported to Merritt Facility
  - Auction done online through Merritt's bidding platform
  - 10% buyers premium and 10% commission paid by the City

- Advertising estimated between $600-$800
- Merritt collects payments and remits proceeds to the City approximately four weeks after auction
- City transports items to Merritt facility
- Merritt photographs equipment and releases sold items

Rangerbid's contract structure for municipalities is as follows:

- 0% commission rate when listing items with a seller's minimum
- Items sold to the highest bidder with no minimum- No commission or listing cost
- A buyer's premium may be charged to the purchaser
- Rangerbid administers the online auction, marketing, and payment processing
- Payment issued approximately 14 banking days after the auction concludes
- Rangerbid handles all title work

Given the additional costs associated with Merritt's commission structure and advertising fees, staff recommends utilizing Rangerbid to conduct an online auction for the surplus items.

Items to be auctioned:

- 1999 Cat Loader ($20K Minimum)
- 2009 International Dump Truck
- Boss Plow- 8'2" Poly V-Blade
- 2008 C & H 18' Landscape Trailer
- Tailgate Salt Spreader (Boss)
- In the bed Salt Spreader (Salt Dogg)

BUDGET ACTION REQUIRED:
N/A

COMMITTEE/COMMISSION REVIEW:
N/A

LEGAL REVIEW:
Legal reviewed the contractual language and are comfortable with the agreement as presented.

SAMPLE MOTION:
Motion to approve Miedema's Rangerbid proposal to conduct online auctions for the sale of current and future surplus City equipment and items and authorize the City Manager to sign titles over to Rangerbid for equipment to be auctioned off.

MIEDEMA'S RANGERBID®

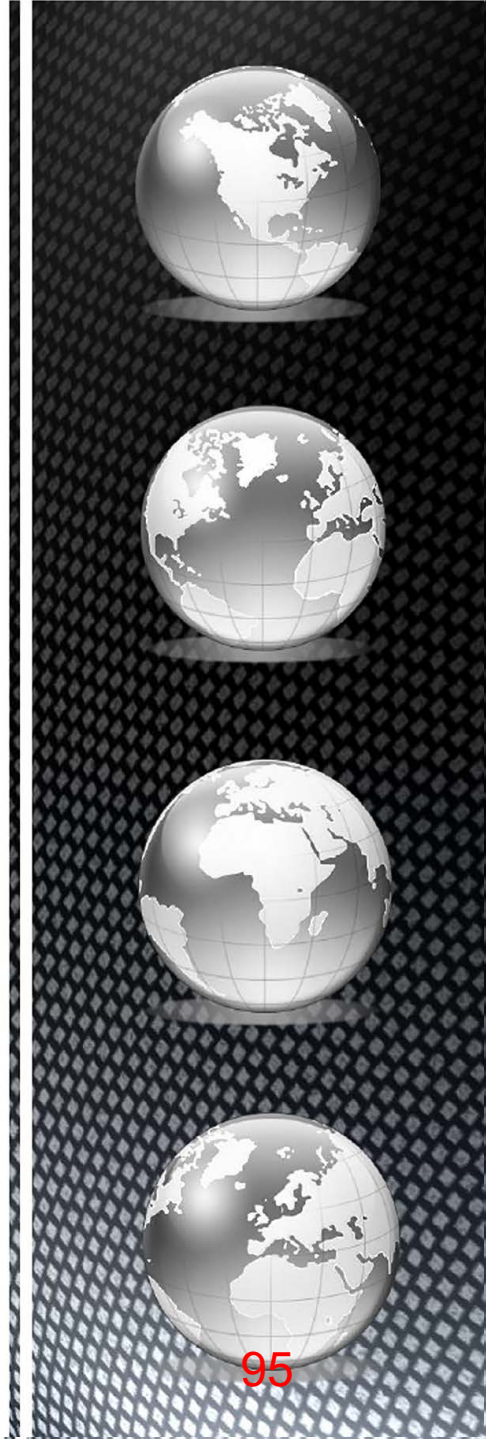





Prepared by:
Joel Kooienga
jkooienga@1800lastbid.com
616-890-5514

MIEDEMA
Asset Management Group

"Proven Success in the Global Marketplace"



MIEDEMA
Asset Management Group

About Us

Miedema Auctioneering conducted their first live auction in 1984. In 1987, Sid Miedema Sr., Sid Miedema Jr. and Scott Miedema established Miedema Auctioneering, Inc. as a corporation.

Miedema Asset Management Group now consists of eight corporations organized under the umbrella of Miedema Asset Management Group. Over 170 team members serve with professionalism and expertise in the asset management industry. Over the past 35+ years, we've developed the Miedema companies to meet the diverse demands of asset management solutions for our clients. Miedema Asset Management Group regularly assists financial institutions, attorneys and trustees with solutions to their complex asset transactions and situations. Our team has acquired, managed, and sold court seizures, machinery, equipment, intellectual property, and real estate for more than 35 years across North America and conducts over 500 auctions and sales annually. We have worked diligently to earn a reputation for honesty, integrity and excellence in the remarketing industry. In 2024 we have sold over 120 million for customers.

We regularly hold auctions all over the North America and world, and our buying base is also across North America and the world. Our buying base is very strong locally in the Great Lakes region. Our headquarters is located not far from you. Miedema Asset management Group is based in SW Michigan. Given our close proximity, we are a perfect fit for selling your assets. We would be honored to continue putting our 35+ years of experience to work for you.

MIEDEMA'S RANGERBID®

Overview

Miedema Asset Management Group is honored at the opportunity to work with and for you, utilizing our experience and resources to assist you and your team in the sale of your surplus equipment and vehicles. For your assets, we recommend our Rangerbid.com online auction process. This division was built for Municipalities to help them take advantage of our extensive buyer base. Utilizing the Rangerbid auction platform reduces liability by offering assets in a commercially reasonable manner while increasing returns through reduced expenses and higher bids.

Both consumer and municipality fit right into the wheelhouse of our expertise and are precisely what we do and have done for the last 35+ years with great success. We are confident in our ability to bring you the highest final bid prices possible through well-organized and orchestrated online auctions.

Please review the details of this proposal in the pages following and understand that we have flexibility and adaptability to make a plan that will work best for your situation. Just let us know – that's the value of working with Miedema Asset Management Group!

MIEDEMA'S RANGERBID®

Zero Cost to You

Rangerbid holds regularly scheduled monthly Municipality auctions. Rangerbid can also create specialty auctions to accommodate any particular time frame requirements when needed. Rangerbid was created for selling a large variety of items: from weed whackers to Vac trucks, firetrucks to PI utilities, excavators to tractors in any condition. We sell for lenders, court officers, municipalities and more.

One of the major benefits of Rangerbid is giving the seller the ability to list and sell assets from their location. This can completely remove transportation expenses while giving you the ability to control the process from start to finish. You can sell your surplus equipment and vehicles as they come out of service keeping your lot clean. If preferred, assets can also be transported to one of our secured facilities. These facilities have barb wire fences, video surveillance, and alarms. You can transport them, or we can have them moved and we will deduct the cost of transportation from the final sale.

We will implement a reduced rate of 0% commission to municipalities, even if you set a minimum. There is no listing fee and no "no-sale fee" if your minimum is not met. Our award-winning marketing team is top notch and will find more bidders for your items resulting in 17% higher bids and a faster turnaround!

MIEDEMA'S RANGERBID®

Advertising Focus

The success of any auction is highly predicated on the marketing campaign. Our team has led the way and continues to raise the bar when it comes to effective marketing by targeting specific market segments and individuals based on the particular asset being sold. We have a fulltime professional marketing department (winners of over 200 specialty advertising awards). We will focus on target marketing your assets to the highest and best bidders around the country, the state, and the world.

- To maximize the return on your assets, bidding is open to the general public as well as dealers. We target the end user through item-specific advertising which helps increase bids above and beyond typical auction prices.
- In addition to email blasts to over 850,000 subscribers on our lists, individual marketing campaigns often include advertising on various social media platforms, S.E.O. and keywords, digital trade journals, banner ads, classifieds, individual asset listings and more in order to drive even more buyers to your specific item on the auction.
- If needed, our marketing team can customize a plan to fit your marketing requirements. We can create a tailor-made marketing plan and submit for your approval.
- Our marketing team helps generate an average of 3,000,000 views per month!

Extensive Marketing at No Cost to You

Print Publications:
-Auction Exchange: Display Ad
-Farmer's Advance: Display Ad

Social Media Campaign:
-A Facebook Campaign/Instagram Post has been created to run on our Rangerbid.com Page/Account. The Campaigns are directed towards a specific geographical & demographical audience. The campaigns will reach thousands of end users with an opportunity for them to "like" or "share" your campaign on their personal accounts. A direct link to the auction webpage has been included in the campaigns for interested bidders to access the auction with ease.

Individual Internet Listings:
-We will post several listings of your individual items/auction calendar listings on a variety of websites to gain maximum exposure and to increase the SEO (Search Engine Optimization).
These websites include, but are not limited to: GotoAuction.com, Facebook Marketplace, Craigslist, Equipment Trader, Commercial Truck Trader, SOARR, MLS, Rock & Dirt, Next Truck, Plus much more

In-House Email Blasts:
-Rangerbid.com will send out a total of 2 email blasts to our list of more than 850,000 recipients. The email blasts will consist of date, time, pictures and a direct click through link to send interested buyers directly to your auction webpage.

Marketing & Exposure

"Leaders in innovative auction marketing, creating a global marketplace for buyers and sellers."

Our rapidly expanding proprietary database consists of over 850,000 registered active bidders, so simply listing your assets on our website can generate almost 5 times the exposure than putting them in the center of a packed Bristol Motor Speedway (capacity of 160,000)!



Social Networking

Employee Structure



Sid Miedema

CEO



Scott Miedema

COO



Kurt Mingerink

President of Operations



Jon Kuiper

Executive Vice President

Sid Miedema, CEO

- 35+ years experience
- Currently on the National Auctioneers Association Board
- Michigan Auctioneers Association Hall of Fame Inductee

Scott Miedema, COO

- 35+ years experience
- Michigan Auctioneers Association Hall of Fame Inductee

Kurt Mingerink, President of Operations

Jon Kuiper, Executive VP

Joel Kooienga, VP, Online Auction Specialist

Amanda Cooper, Auction Coordinator



Joel Kooienga

Online Auction Specialist



Amanda Cooper

Executive Assistant / Auction Coordintor



Charlyn

Customer Service Representative



Brittany

Customer Service Representative



Kelly Manuszak

Customer Service Representative



Kelly Nowak

Customer Service Representative

Customer Service

MIEDEMA'S RANGERBID®



Courtney Koster

Customer Service Representative



Jamie Keegstra

Customer Service Representative

MIEDEMA
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Our Vision, Mission, & Values

Our Vision: Honoring the Lord by providing a valuable service to our customers in the same way that we would want that service provided to us.

Our Mission: Grow a trusted worldwide marketplace where our buyers and sellers enjoy a winning experience.

Our Values: Being a faithful steward of all that is entrusted to us through honesty, integrity, and excellence.



MIEDEMA
Asset Management Group

Proven Success

Rangerbid has sold for 400+ municipalities in the state of Michigan including cities, villages, townships, water treatment facilities, boards of light and power, fire departments, sheriff departments, school districts, colleges, universities, and most of the Road Commissions. Rangerbid bidders and buyers are across North America and the world. Some of our sellers include:

Grand Rapids, Detroit, Niles, Kalamazoo CRC, Bay City, Cheboygan, Ionia, Petoskey, Paw Paw, Cold Water, Kalamazoo CRC, Muskegon CRC, Allegan CRC, Allendale Charter Township, Antrim CRC, Arenac CRC, Barry CRC, Bay CRC, Benzie CRC, Branch CRC, Clare CRC, and Emmet CRC just to name a few. We have sold for most of the Cities and County Road Commissions in Michigan.

Conclusion

Rangerbid is an excellent option for municipalities by providing access to our extensive buyer base and control over the process from start-to-finish. We sincerely appreciate your consideration.

The scope of assets that can be sold in these auctions is unlimited. In addition to user friendly features and personalized services, we promise to maximize your returns by keeping expenses to a minimum. Being one of the largest asset management teams and conducting 500+ auction events annually, we can provide you with unsurpassed access to the right marketplace, while delivering service and results well beyond industry benchmarks.

The success of any sales event is directly related to an effective marketing campaign, the reputation of the auction company, and the trust of the buying community. Our professional and award-winning marketing department has decades of experience in creating compelling marketing campaigns that attract the right buyers to assure success for each individual item. Our Vision, Mission, and Values are deeply engrained in our staff and guide us in every decision we make to assure customer satisfaction from both buyers and sellers. We also conduct hundreds of customer service phone calls each week to gain insight on where and how we can improve.

The collective strengths of the Miedema Asset Management Group team offers unmatched expertise, marketing reach, and resources to ensure your success. Through decades of working with municipalities and valuing their input, we've developed user friendly solutions and proprietary software that streamline the remarketing and sale process.

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Testimonials

- “Your company is outstanding. Every one of you was exceptional in your dedication to performing your job in the most professional manner. Customer service and a strong work ethic are to be admired and every one of you had it! Thanks again for your commitment to excellence. And everything sold and for a good price.”
- “I have never experienced a company as organized, smooth, and professional as yours. I am sharing the news with my manager today, as you did an awesome job.”
- “It’s always encouraging to work with people as positive and enthusiastic as you and your entire staff. We will and do recommend Miedema Asset Management Group to anyone considering an auction.
- “Your company and staff took a sincere interest in my welfare and my concerns., I was impressed. LET ME SAY THIS AGAIN, I WAS IMPRESSED! I would certainly recommend your company.”
- “The service you provided was excellent! In many cases we sold equipment for more than expected. We would recommend you to anyone!”
- “Almost one year later, we still receive comments stating how successful our auction was. Frank and I highly recommend your company to anyone.”
- “An auction can be a stressful event. We felt your company was the best one out there to serve our needs. We were right! Our net proceeds were approximately 24% more than we had hoped for. Stressful events don’t get any better than that!”

MIEDEMA'S RANGERBID®

MIEDEMA Asset Management Group

References

Dale Dittenber
Arenac County Road Commission
989-751-6028
dale@arenaccrc.org
4271 Airpark Drive
Standish, MI 48658

Steve Doornbos
City of Grandville
616-538-1990 ext. 1212
doornboss@cityofgrandville.com
4095 White St. SW
Grandville, MI 49418

Steve Roose
Kent County Road Commission
sroose@kentcountyroads.net
1900 4 Mile Rd
Walker, MI 49544
(616) 261-4984

Bryan DeGroot
City of Norton Shores
231-798-2156
bdegroot@nortonshores.org
1174 East Garfield Road
Norton Shores, MI 49441

Nate Taylor, Superintendent
St. Joseph County Road Commission
269-838-6502
20914 M-86
Centreville, Mi 49032

Tom Rozema
Spartan Nash
850 76th St. S.W.
Byron Center, MI 49315
Cell: 616-566-7370

Mark Christenson, Superintendent
Montcalm County Road Commission
989-831-5285
619 W Main St
Stanton, MI 48888

Bill DeYoung
Kalamazoo County Road Commission
269-381-3171
3801 E. Kilgor Rd
Kalamazoo, MI 49001

Floyd Gates, Jr., Attorney
Bodman PLC
99 Monroe Ave NW, Suite 506
Grand Rapids, MI 49503
FGates@bodmanlaw.com
Cell: 616-490-9883

Miedema Asset Management Group
Family of Companies















MIEDEMA'S RANGERBID®

From all of us at Miedema Asset Management Group and Rangerbid, thank you for allowing us to create this proposal and present it for your consideration. We strive to live up to our values of being faithful stewards of all that is entrusted to us through honesty, integrity and excellence and would be honored for an opportunity to show you how hard we are willing to work for you, too.

THANK YOU!

Rangerbid Seller's Contract

FULL TERMS AND CONDITIONS OF AGREEMENT

1. FEES (SELLER agrees to pay AGENT):

a. Commission: SELLER agrees to pay a Commission at the following rate(s) based on the method of sale selected by SELLER. Commission is based on the highest bid for each lot sold on the public online auction. Commission will be deducted from the payout to SELLER.

ABSOLUTE COMMISSION RATE: (When Listing an Item(s) to Sell Absolute):*

• 0% (zero) commission rate

• No cost to SELLER to list/sell item(s) absolute

*Absolute: When the sale is made to the highest bidder and no minimum price is stipulated.

SELLER'S MINIMUM COMMISSION RATE: (When Listing an Item(s) with a Seller's Minimum**)

• $10,000.00 and ABOVE (per lot) = 3%

• $5,000.00 - $9,999.99 (per lot) = 5%

• $0.00 - $4,999.99 (per lot) = 10%

*MUNICIPALITY SELLER'S COMMISSION RATE: (When Listing an Item(s) with a Seller's Minimum**)*

• 0% (zero) commission rate

**Seller' Minimum: When the seller requests a minimum bid amount to be met (not a reserve), the agent agrees to act on behalf of the seller to protect said item to prevent from selling below the seller's minimum amount. This amount is a bid amount, not a final payout amount (payout amount is bid less commission and other fees). All other terms listed below also apply.

b. Other: Pre-arranged fees as agreed upon between SELLER and AGENT (i.e. specialized marketing, etc.).

2. PAYMENTS (AGENT agrees to pay SELLER in the following manner):

a. A payout check will be issued to and mailed to the SELLER, as listed in the Payout Information of the contract provided by the SELLER, OR as it appears on the title if a titled item, for the amount of total highest bid for all items contracted for sale with AGENT, less agreed upon commissions and applicable fees and expenses. A detailed statement of bid price, commission paid, expenses, fees, etc. is available to you through your online account

b. AGENT will mail payout check and statement 14 banking days after the auction or completed sale of item(s).

c. SELLER acknowledges that, in the unlikely event that the AGENT is unable to complete sale with highest bidder, for any reason (i.e. unable to contact and/or collect payment) AGENT will not be required to pay SELLER for sale not completed.

3. OTHER:

a. AGENT will arrange advertising and mailings as it deems advisable to obtain the maximum results. AGENT will conduct the public online auction, make all collections and finalize billing details directly connected with the auction.

b. AGENT is not responsible nor liable for performance issues, website outages, internet interruptions, or system failures of the online auction bidding system and SELLER agrees that the AGENT will have no liability to SELLER for any performance issues.

c. SELLER agrees all items are subject to acceptance or rejection by AGENT.

d. SELLER agrees all items will sell to the highest bidder**.

e. SELLER agrees not to bid on their own items.

f. SELLER agrees any intentional or unintentional misrepresentation by the SELLER or AGENT as to description or condition will allow AGENT to make a downward adjustment on the selling price or void sale completely at AGENT‘s discretion.

g. SELLER guarantees that SELLER has good title and the right to sell items on the auction; that they are without mortgages, liens, or encumbrances of any kind except those which are specifically detailed within this contract. *As stated above or on item(s) detail, the payout check will be issued to the name exactly as it appears on the Title.

h. SELLER will maintain insurance and holds AGENT harmless for any damage or liability claims to SELLER’s item(s) resulting from involvement of equipment or property at

SELLER's or auction premises until SELLER has been paid by AGENT. SELLER will be liable for any theft, damage, fire damage or vandalism that may occur while on auction premises or while being handled by AGENT.

i. When selling from the SELLER'S location, then SELLER agrees that all items listed on auction will not be pre-sold prior to auction without written consent from AGENT, and SELLER agrees that all items deemed sold on auction by the AGENT will be released to the new buyer upon proof and receipt of buyer payment to the AGENT.

j. If prearranged for SELLER's item(s) to be sold from AGENT's premises instead of directly from SELLER's premises, SELLER agrees items that do not sell for any reason are required to be removed by SELLER from AGENT's premises within 7 days of auction date. If SELLER does not remove from AGENT'S premises by the deadline date, AGENT is authorized to dispose of or sell in any manner deemed expedient by AGENT, with no implied covenant of commercial reasonableness (value), and further authorized to apply sale proceeds, if any, to any SELLER obligation owed AGENT, with the surplus, if any, to be sent to SELLER.

k. SELLER agrees that the equipment herein listed will not be withheld or disposed of in any manner by the SELLER once the item is listed in an auction, and/or when an item is sold on an auction.

l. SELLER agrees that AGENT makes no guarantees as to selling price. If an investment is to be protected (lienholder or secured party) the amount is to be entered by SELLER in appropriate field at time of submitting item(s) for review & approval by AGENT for sale through the auction process. SELLER acknowledges they have reviewed and approved the value stated in this section of item(s).

m. SELLER agrees to provide original title(s) (if titled unit) to AGENT, and that the original title will be in possession of AGENT a minimum of 7 days prior to auction date. Copy(s) of title is required at time of completing this agreement and may be submitted either by an uploaded image with the item(s) or faxed to 616-583-1573. SELLER assumes full responsibility for providing marketable title and delivery of title to purchaser, payment of proceeds to creditors, and SELLER will assume all attorney's fees and court costs, if such a case should arise. (List creditors and lien balances on each item).

n. SELLER approves for reuse, by the AGENT, of the digital signature from this contract for completion of a Purchase Agreement (when applicable) for the sale of an item that is titled within the State of Michigan, which requires AGENT to complete the title transfer process as a licensed broker.

o. SELLER acknowledges a buyer's premium will be charged to the buyer at AGENT's discretion, which will be retained by AGENT as a commission.

4. INTEGRATION CLAUSE:

There are no representations, agreements or conditions relating to the subject matter hereof other than as expressly set forth in this Agreement and/or the accompanying Statement of Appendix which contain the entire agreement between the parties. The SELLER acknowledges that no oral representations or warranties have been made by Rangerbid.com, Inc. or by any of Rangerbid.com, Inc.'s AGENT's, affiliates, or employees.

5. CONSENT TO SUIT IN MICHIGAN:

In the event of legal proceedings arising from this contract or from the auction in connection therewith, SELLER consents to being subject to the personal jurisdiction of the courts of the State of Michigan. SELLER also agrees that venue shall be in Kent County, Michigan and that the laws of the State of Michigan shall govern this Agreement and the parties' transaction hereunder. The SELLER expressly agrees to indemnify and save the AGENT and their assigns harmless from and against all claims, losses, expenses, damage or liability, (including, but not limited to, attorney's fees), directly or indirectly caused by or resulting from an act, including the negligent acts or omissions of the AGENT, or anyone acting in his/her behalf in connection with or arising out of auction, except that the SELLER shall not be responsible to the AGENT for damages caused by or resulting from the AGENT's sole negligence.

www.MerrittAuctionService.com
616-754-9437

PROPOSAL FOR AUCTIONEERING SERVICES
City of Saugatuck, MI

Option One. Onsite Live Auction. This is an in person auction, **held live at your facility** in Saugatuck. People come inspect and then bid to us in a live auction.

a. You may pick one. Commission 10% from buyer, called a buyer premium. OR Commission from the city of 10%. Minimum $1000.00 from the city.
b. Advertising $600 to $800.
c. We register and clerk the auction.
d. All funds, cash and checks payable to you, would be given to you, and then you write us a check for commission and expenses in about 4 weeks.
e. You send us pictures and all information to vehicle and equipment.
f. You have someone onsite to meet with purchasers for later removal if needed.

Option Two. Online Auction with Items staying **at your facility**. This is an auction where people bid over the internet, MerrittAuctionService.Hibid.com.

a. Commission is both 10% buyer's premium and 10% from the City.
b. Advertising is same as above.
c. All funds, Cash, Checks, Credit Cards are payable to us. We write you a check from our company about 4 weeks after the auction.
d. We come and take pictures and gather information.
e. You would have available the items for inspection at set date and time.
f. You would have a person to release the sold items.

Option Three. Online Auction with the items **brought to our facility**. This is an auction where people bid over the internet, MerrittAuctionService.Hibid.com.

a. Commission is both 10% buyer's premium and 10% City.
b. Collect 6% tax on non-titled items and remit to the state. Buyer will pay tax at Secretary of State on titled vehicles.
c. Advertising is same as above.
d. All funds, Cash, Checks, Credit Cards are payable to us. We write you a check from our company about 4 weeks after the auction.
e. City would bring items to our facility; we take pictures and gather information.
f. We would be available for inspections.
g. We would release the sold items.

City Council Agenda Item Report

FROM: Michelle Gibson- Administrative/Project Coordinator
Scott Herbert- Public Works Superintendent

MEETING DATE: March 23, 2026

SUBJECT: Oval Beach Ticket Booth Damage- Insurance Claim & Repair Authorization

DESCRIPTION:

During snow removal this winter, the Oval Beach ticket booth sustained damage from a snowplow. An insurance claim was submitted, and the insurance adjuster from Michigan Municipal League has issued payment based on the following breakdown:

- Estimate: $24,207.98
- Less Sales Tax: $878.62
- Subtotal: $23,329.36
- Less 20% Depreciation: $4,665.87
- Deductible: $500.00
- Total Payment Issued: $18,163.49

Upon completion of repairs and submission of final invoice, the remaining depreciation amount will be released to the City.

Multiple contractors were contacted to provide proposals including Saylor Builders, Van Dam & Krusinga, and Lakefront Roofing & Construction. Bids that were received were sent to MML for review. Van Dam & Krusinga never submitted a bid, even after multiple follow up emails. Saylor Builders submitted an incomplete bid, excluding the interior windows. Multiple attempts were made to secure a complete bid with no luck. The insurance adjuster decided to proceed with Lakefront's proposal so repairs can be completed prior to the Memorial Day opening.

Insurance will cover the cost of repairs, less the City's $500 deductible.

BUDGET ACTION REQUIRED:

A future budget amendment will be required, as the current Capital Outlay allocation was designated for the Mt. Baldhead restroom project and does not include this unanticipated expense. The amendment will reflect the Oval Beach ticket booth repair costs within the Oval Beach department, along with corresponding insurance proceeds recorded as offsetting revenue, less the $500 deductible.

COMMITTEE/COMMISSION REVIEW:
N/A

LEGAL REVIEW:
N/A

SAMPLE MOTION:
Motion to approve the repair of the Oval Beach ticket booth by Lakefront Roofing and Construction, with costs to be reimbursed through insurance less the $500 deductible.

Lakefront Roofing & Exteriors LLC
1635 76th St.
South Haven, MI 49090
Phone: 888-766-3014

Company Representative
Jason Avery
Phone: (269) 370-3143
j.avery92@yahoo.com

03/19/2026
Claim Information

Michelle Gibson
City of Saugatuck
690 Perryman Street
Saugatuck, MI 49453
(269) 767-4943

Job: 3857: Michelle Gibson

Masonry Section

- This estimate is for damage repair to Oval Ticket Booth. It is written to replace all damage as building was prior to accident. Any changes is due to products not being available
- Remove and dispose of damaged siding, Roller shield, window. Stripping damaged side to expose all block, in order to inspect wall.
- Inspect for any damage not seen with materials in the way.
- Remove 5-6 Damaged cinder blocks and replace with new. Securing in place with bed joints and head joints.
- Install new furring strips
- Install 3 New Alliance single windows
- Install 3 New roller shield
- Install new trim
- Install new Hardie siding
- Install new custom stone Sill Cap.(Provided by Terry's Precast)
- Paint whole building to give freshened look.
- Install lights that was saved
- All materials, labor and permits included
- If bad or rotten wood is discovered, it will be replaced at a price of $2.50 per sq ft for 1/2" Sheathing or $3.00 per sq ft for 3/4" Sheathing.
- Clean up all job related debris

- Our Crews are licensed and insured.
- Crews will maintain safety requirement at all times during the construction process

This estimate is valid for 60 days from the date the estimate was given

For more information about what we have to offer, including financing, visit http://www.lakefrontroof.com

	Qty	Unit
Three Man Crew Labor	25.00	HR
Dumping fees	10.00	SQ
Delivery Charge	1.00	EA
Permit Fee for Jobs 25k to 30k	1.00	EA
Windows From Eikenhout	3.00	EA
Exterior Siding and stone Eikenhout	1.00	EA
Roller shield	3.00	EA
Lumber and materials needed for over block exterior	1.00	EA
Paint	1.00	EA
Window Installation 1 Story	3.00	EA
Interior Trim per ft Easy	40.00	LF
Terry's Precast	10.00	EA

TOTAL	$23,329.36

If any structural repairs are needed, there will be an extra charge of materials and labor with labor being billed at $110 per man hour. There will be a 2% processing fee for all credit card transactions. The 5 Star Sure Start warranty is not included with skylights. Manufacturer's warranty **ONLY** on skylights. Workmanship warranty is 2 years for all new skylights. No workmanship warranty if existing skylights are reused on roof job.

Buyer's Right to Cancel: If you do not want the goods or services in this contract, you may cancel this Contract by mailing a notice to the Company. This notice must say that you do not want the goods or services and must be mailed before midnight of the Third (3rd) business day after you sign this Contract. The notice shall be deemed effective when postmarked, by first class mail, United States Postal Service. This notice must be mailed to 1635 76th Street, South Haven, MI 49090.

Limitation of Damages: There are no implied warranties of merchantability or the fitness for a particular purpose in connection with any sale of the products under the Contract. The only warranties applicable to such sales shall be with those expressly set forth in writing by the Company. Such express warranties shall be in lieu of any other warranties, whether express or implied. The Company's liability for any defective products or service or damages caused by the same, shall be limited to replacing the Product. Under no circumstances shall the company be liable for incidental or consequential damages related to the defective Products or service. The Company is not responsible for a satellite dish losing its signal. Your service provider will need to adjust for signal when the Company's work is complete at the homeowner's expense. The Company is not responsible for any damage to your driveway or sidewalk.

Payment Terms:
50% deposit is required at the start of the project. Balance due upon completion.
50% Deposit is required upon agreement when there are any special order items.

We encourage you to look into our company using the following resources:

We install every roof using the Certainteed Integrity Roof System. Click the link to learn more about our installation process.
Certainteed Integrity Roof System
We care about protecting your property! We use the Equipter on most of our roofing projects. Click the link to learn more about the Equipter.
Equiper No Roof/No Mess Video
Check out our customer track record with Certainteed by clicking on the link below. Once you get to the site, click on residential roofing and enter your zip code. You should see us at the top of the list!
Customer Track Record

Company Authorized Signature _____ Date _____

Customer Signature _____ Date _____

Customer Signature _____ Date _____

02/26/2026

Saylor Builders LLC
1297 Lincoln Road
Allegan, MI 49010
Phone: (616) 426-9005

Company Representative
Joshua Commans
Phone: (616) 681-1301
joshua@saylorbuilders.com

Michelle Gibson
City of Saugatuck
690 Perryman Street
Saugatuck, MI 49453
(269) 224-9504

Exterior Renovation Section

	Qty	Unit
Siding - Remove Existing Siding	1.00	SF
Tear off existing siding from damaged face of building.		
Repair Brick Ledge	1.00	EA
Remove existing brick ledge and replace with new cap pieces. Mortar in place as needed.		
Repair Block Wall	1.00	EA
Window Replacement	3.00	EA
Install 3 Wayne-Dalton Aluminum roll-up windows (approx. 30"x48")		
Install new Fiber Siding	1.00	EA
Replace or repair Exterior Lights	1.00	EA
Replace Damaged Trim pieces	1.00	EA
		$19,900.00

TOTAL	$19,900.00

Starting at $328/month with Acorn FINANCE · APPLY

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

1. Project Provisions

a. Guideline: The project will be constructed in strict conformance to the plans and specifications which have been examined and approved by the owner.
b. Compliance: The project will be completed in strict compliance with all laws, ordinances, rules, and regulations of the applicable government authorities.
c. Control: The agreement plans and specifications are intended to supplement each other. In case of conflict, the plans will control the specifications and the agreement provisions will control both.
d. Change Orders: As directed by the owner, construction lender, public body, or inspector, any alteration or deviation from the specifications that involves extra cost (subcontract, labor, and materials) will be executed only upon the parties entering into a written change order. Expense incurred because of unusual or unanticipated conditions will be paid for by the owner. **Full payment of a change order is due upon agreement and signing of the change order.**
e. Allowances: If the agreement price includes allowances, and the cost of performing the work is greater or less than this allowance, then the agreement price will be adjusted accordingly.

2. Financial Rights and Responsibilities

a. Labor and Material: Contractor will provide and pay for all labor and materials necessary to complete the project. Contractor is released from this obligation for expenses incurred when the owner is in arrears in making progress payments.
b. Permits: Contractor will obtain and pay for all required building permits and licenses.
c. Taxes, Assessments, and Charges: Taxes, special assessments of all descriptions, and changes made required by public bodies and utilities will be paid for by the owner.

3. Owner's Rights and Responsibilities

a. Cancellation: Owner has an unconditional right to cancel the agreement without penalty or obligation, until midnight of the third business day after the agreement was signed. Cancellation must be done in writing. Upon cancellation, and property traded in, any payments made under this agreement, and any negotiable instrument executed will be returned within 10 business days following receipt by the Contractor of cancellation notice.
b. Property Lines: Owner shall locate and point out property lines to the contractor. Contractor may, at his option, require the owner to provide a licensed land surveyor's map of the property.
c. **Liens: Failure to pay persons supplying materials or services according to the terms of the agreement may result in the filing of mechanic's liens on the affected property.** Owner has the right to ask the contractor for lien waivers from all persons supplying these materials or services. In the event any mechanic's lien is filed through no fault of the owner, then the contractor agrees to take all steps necessary for the release and discharge of such lien, within five (5) days of the mechanic's lien filing.
d. Insurance: Owner will maintain property damage insurance at least equal to the agreement price.
e. Damage to Project: Contractor will not be responsible for any damage caused by the owner, or other causes beyond the control of the Contractor. Owner will pay for any restoration work for damage caused by the owner, or other causes beyond the control of the Contractor.

4. Contractor's Rights and Responsibilities

a. Delay: Contractor will be excused for any delay beyond his reasonable control. These delays may include but are not limited to: Acts of God, labor disputes, inclement weather, acts of public authority, acts of the owner, supplies or supplier delay, or other unforeseen contingencies.
b. Right to Stop Work: if any payment under the Agreement is not made when due, the Contractor may suspend work on the job until such time as all payments due have been made. Any failure to make payment is subject to a claim enforced against the property in accordance with the applicable lien laws.
c. Substitution of Materials: Contractor may substitute materials without notice to the owner in order to allow work to proceed, provided that the substituted materials are of no lesser quality than those listed in the specifications.
d. Salvage: All salvage resulting from work under this agreement is to be retained by the Contractor unless other agreements are contained in the written specifications.
e. Insurance: Contractor will maintain comprehensive public liability insurance.

5. Completion of Project

a. Notice: Owner agrees to sign a Notice of Completion within 5 days after completion of the project. If project passes final inspection and the Owner does not sign the Notice, the Contractor may act as Owner's agent and sign the Notice.
b. Clean-up: Contractor is responsible for removing debris and surplus material from the property, and leaving the property in a neat and orderly condition.

6. Conflict Provisions

a. Arbitration: Any controversy or claim arising out of this Agreement that cannot be resolved is subject to arbitration, with an arbitrator of mutual agreement, and all parties (including Owner, Contractor, Architect, and Sub-Contractors) are bound to this arbitration. If any party does not appear at arbitration proceedings, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented by the party(ies) that do participate.
b. Attorney fees: If either party becomes involved in litigation arising out of this Agreement, the court shall award costs/expenses including attorney fees to the party justly entitled to them.
c. Limitations: No action related to this project may be made by either party against the other more than 2 years after completion of work.

7. General Provisions

a. Notice: Any notice required to or permitted under this Agreement may be given by certified or registered mail and the address contained in the Agreement.
b. Prohibition of Assignment: Neither party may assign this agreement or payment due under this agreement without the written consent of the party.
c. Qualifications: This document constitutes the entire agreement of the parties. No other agreements exist. This agreement can be modified only by written agreement signed by both parties.
d. Governance: This agreement shall be construed in accordance with, and governed by, the laws of the state in which the project is located.

Company Authorized Signature _____ Date _____

Customer Signature _____ Date _____

Customer Signature _____ Date _____

City Council Agenda Item Report

FROM: Scott Herbert – Public Works Superintendent

MEETING DATE: March 23, 2026

SUBJECT: Adoption of the Capital Improvements Plan (CIP) for 2026

DESCRIPTION:

Council reviewed the Capital Improvements Plan (CIP) during the February 18th, 2026, City Council workshop meeting. The CIP outlines planned infrastructure and capital improvement projects for the upcoming construction season and future years, supporting the City's ongoing efforts to maintain and improve essential public infrastructure for residents, businesses, and visitors. Following Council discussion and feedback at the workshop meeting, the CIP is being presented for formal adoption.

After receiving Council's feedback at the workshop meeting and internal discussions between City staff and City Engineer, the following updates have been added to the CIP and Water & Wastewater CIP:

- Since the fiscal year falls near the middle of the construction year, a column was added to list the construction year.
- Road restoration costs were added separately to the Water & Wastewater CIP.
- Addresses short-term needs identified in the Water Reliability Study and Wastewater AMP.
- Old records found reduced the scope of work needed to address water utility needs.
- Water Street water service separations are planned to be added to the Butler Street project.
- Asphalt repairs on Culver Street between Water and Griffith could be done independently of any potential sanitary sewer lining that could be needed.
- Updated amounts for sidewalk replacements that Public Works have been working on.
- Updated costs of Park Street.
- Added row for "As Needed Asphalt Repairs" for asphalt resurfacing, slurry sealing, and more extensive patching.

What are the inputs used to guide the prioritization process?

- Asphalt condition PASER rating
- Utility needs (both sewer and water)
- Traffic volume
- Traffic type (residential vs. commercial vehicles)
- Non-motorized improvements or needs

- Drainage and storm water
- Maintenance needs
- Outside funding availability and opportunities
- Resident feedback
- Council input
- City staff input

BUDGET ACTION REQUIRED:
N/A

COMMITTEE/COMMISSION REVIEW:
N/A

LEGAL REVIEW:
N/A

SAMPLE MOTION:
Motion to adopt the Capital Improvements Plan as presented for the 2026 construction season.

City of Saugatuck
Capital Improvements Plan 2026-2031
February 24, 2026

Project	Estimated Const. Year	Anticipated Funding Source(s)	Anticipated Project Cost By Year							Total	Notes
			FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	FY2031-32		
Roadways (Streets, Sidewalks, Streetscapes, Storm Sewer & Bridges)											
Gravel Road Maintenance	Ongoing	Local	$ 5,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 65,000	Grading, dust control, millings by DPW
Update PASER Ratings/Study	Ongoing	Local		$ 8,000				$ 10,000		$ 18,000	Last updated in 2022
Sidewalk Repairs	Ongoing	Local	$ 10,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 160,000	By DPW
Annual Pavement Markings	Ongoing	Local	$ 36,000	$ 38,000	$ 40,000	$ 42,000	$ 44,000	$ 46,000	$ 48,000	$ 294,000	Annual restriping.
As-Needed Asphalt Repairs/Improvements	Ongoing	Local		$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 300,000	Mill & fill, slurry seal, chip seal, etc.
Culvert & Storm Sewer Outfall Inspections	Ongoing	Local		$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 30,000	Combination of diving, rover, CCTV and simple visual anticipated.
Maple Street Improvements, Blue Star Hwy to S of North Street	2026	Local/Township/MDOT Category B	$ 330,000	$ 800,000						$ 1,130,000	2026 construction season
Maple Street Drainage Improvements	2026	Local	$ 60,000	$ 65,000						$ 125,000	Underground detention and related improvements, 2026 construction
Maple Street Sidewalk Improvements	2026	Local	$ 100,000	$ 900,000						$ 1,000,000	2026 construction season
Mary Street Resurfacing, Water to Butler	2026	Local	$ 45,000							$ 45,000	2026 construction season, coordinated with Maple Street.
Elizabeth Street Improvements, Allegan St to Francis St	2027	Local	$ 27,000	$ 400,000	$ 350,000					$ 777,000	2026 planning & design, 2027 construction.
Blue Star Highway - West Side Valley Gutter & Shoulder Repairs	2027?	Local, Potentially MDOT/MDNR		$ 10,000						$ 10,000	DPW is coordinating the work with the Blue Star Trail project.
Grant Street (Holland to Elizabeth) and Elizabeth Street (Grant to North)	2028	Local		$ 50,000	$ 300,000	$ 250,000				$ 600,000	2027 design, 2028 construction.
Park Street, Campbell Rd to Mt. Baldhead Park	2029	Local/EGLE MCMP grant	$ 20,000	$ 100,000	$ 300,000	$ 1,000,000	$ 1,000,000			$ 2,420,000	2026 planning, 2027-2028 design, 2029 construction.
Lucy Street Resurfacing - Water to Holland, with sidewalk	2030	Local			$ 30,000	$ 100,000	$ 150,000	$ 150,000		$ 430,000	2028 planning, 2029 design, 2030 construction.
Newnham Street Improvements	2030	Local			$ 10,000	$ 30,000	$ 120,000	$ 120,000		$ 280,000	2028 planning, 2029 design, 2030 construction.
Butler Street Improvements - Culver to Lucy	2031	Local + TBD (pot. MDOT)				$ 50,000	$ 250,000	$ 800,000	$ 800,000	$ 1,900,000	2028-2029 planning, 2030 design, 2031 construction.
Hoffman Street Improvements - Griffith to Grand	2032-2033	Local					$ 40,000	$ 150,000	$ 150,000	$ 340,000	2030 planning, 2031 design, 2032-2033 construction.
Grand Street Improvements - Francis to Spear	2032-2033	Local					$ 40,000	$ 125,000	$ 125,000	$ 290,000	2030 planning, 2031 design, 2032-2033 construction.
Mason Street Improvements - Grand to Elizabeth	2032-2033	Local					$ 25,000	$ 125,000	$ 125,000	$ 275,000	2030 planning, 2031 design, 2032-2033 construction.
Spear Street Resurfacing - East and West of Grand	2032-2033	Local					$ 25,000	$ 100,000	$ 100,000	$ 225,000	2030 planning, 2031 design, 2032-2033 construction.
Mill Street Improvements	2034	Local							$ 20,000	$ 20,000	2032 planning, 2033 design, 2034 construction.
Lakeview, Brooks & Interlaken Street Improvements	2034	Local							$ 10,000	$ 10,000	2032 planning, 2033 design, 2034 construction.
		Subtotal Roadways	**$ 633,000**	**$ 2,461,000**	**$ 1,120,000**	**$ 1,562,000**	**$ 1,784,000**	**$ 1,716,000**	**$ 1,468,000**	**$ 10,744,000**	
Water System											
Lead Service Line Replacement - Systemwide	2026-2038	Local, Potentially State/Federal	$ 50,000	$ 300,000	$ 300,000	$ 300,000	$ 300,000	$ 300,000	$ 300,000	$ 1,850,000	Annually addressing services prior to road work plus others.
Maple Street Water Main Replacement - Blue Star to S of North Street	2026	Local/Township	$ 450,000	$ 400,000						$ 850,000	2026 construction season
Water Street Gate Valve Installation	2026	Local	$ 85,000							$ 85,000	2026 construction season, coordinated with Maple Street.
Elizabeth Street Water Main Replacement - Hoffman to Main	2027	Local		$ 150,000	$ 150,000					$ 300,000	Coordinated with road improvements.
Park Street Water Main Improvements	2029	Local			$ 10,000	$ 50,000	$ 50,000			$ 110,000	Non-traffic hydrant replacement & misc. improvements.
Lucy Street Water Main Replacement - Water to Butler	2030	Local				$ 30,000	$ 80,000	$ 80,000		$ 190,000	Coordinated with road improvements.
Newnham Street Water Main Extension	2030	Local				$ 10,000	$ 60,000	$ 60,000		$ 130,000	Coordinated with road improvements.
400 Block Water Street Water Service Separation	2031	Local					$ 5,000	$ 30,000	$ 30,000	$ 65,000	Shared water service from Main St under existing buildings
Butler Street Water Main Replacement - Culver to Lucy	2031	Local					$ 175,000	$ 750,000	$ 750,000	$ 1,675,000	Coordinated with road improvements.
Non-Traffic Hydrant Replacement	2031-2032	Local							$ 100,000	$ 100,000	Those not replaced as part of other projects.
Hoffman Street Water Main Replacement - Griffith to Grand	2032-2033	Local					$ 20,000	$ 100,000	$ 100,000	$ 220,000	Coordinated with road improvements.
Grand Street Water Main Replacement - Francis to Spear	2032-2033	Local					$ 20,000	$ 75,000	$ 75,000	$ 170,000	Coordinated with road improvements.
		Subtotal Water System	**$ 585,000**	**$ 850,000**	**$ 460,000**	**$ 390,000**	**$ 710,000**	**$ 1,395,000**	**$ 1,355,000**	**$ 5,745,000**	
Wastewater System											
Maple Street Sanitary Sewer Improvements	2026	Local/Township		$ 5,000						$ 5,000	Addressed with road improvements.
Elizabeth Street Sanitary Sewer Improvements	2027	Local	$ 5,000	$ 45,000	$ 35,000					$ 85,000	Coordinated with road improvements, scope TBD.
Park Street Sanitary Sewer Improvements	2029	Local			$ 20,000	$ 85,000	$ 75,000			$ 180,000	Coordinated with road improvements, scope TBD.
Newnham Sanitary Sewer Replacement	2030	Local				$ 10,000	$ 75,000	$ 75,000		$ 160,000	Coordinated with road improvements, scope TBD.
Sanitary Sewer Lining - Systemwide	2030	Local					$ 25,000	$ 250,000		$ 275,000	Portions of Butler, Culver, Mary & Grand (per SAW).
Sanitary Manhole Rehabilitation - Systemwide	2030	Local					$ 25,000	$ 250,000		$ 275,000	Locations as identified in wastewater AMP (SAW).
Mason Street Sanitary Sewer Replacement - Grand to Elizabeth	2032-2033	Local					$ 10,000	$ 150,000	$ 150,000	$ 310,000	Coordinated with road improvements.
		Subtotal Wastewater System	**$ 5,000**	**$ 50,000**	**$ 55,000**	**$ 95,000**	**$ 210,000**	**$ 725,000**	**$ 150,000**	**$ 1,290,000**	
Other											
Mt. Baldhead Restroom Building Replacement	2025-2026	Local	$ 75,000							$ 75,000	Spring 2026 completion.
DPW Resurfacing	2026	Local	$ 40,000	$ 120,000						$ 160,000	2026 construction season, coordinated with Maple Street.
Sea Wall and Misc. Structure Repairs	2026	Local	$ 170,000							$ 170,000	2026 construction season, coordinated with Maple Street.
Chain Ferry Ramp Repairs	2026	Local	$ 50,000							$ 50,000	Spring 2026 project.
Mt. Baldhead Parking Lot Maintenance and Improvements	2026	Local	$ 5,000	$ 10,000						$ 15,000	Work anticipated to be performed by DPW - millings, etc.
Village Square Restroom Building Siding Replacement	2026	Local	$ 10,000	$ 25,000						$ 35,000	Placeholder for scope and timeframe TBD.
Village Square Court Improvements	2026-2027	Local, Donor, MDNR	$ 30,000	$ 240,000						$ 270,000	2026 design, fall 2026 or spring 2027 construction.
Mt. Baldhead Observation Platform Replacement	2026-2027	Local + TBD	$ 20,000	$ 300,000						$ 320,000	2026 design, fall 2026 or spring 2027 construction.
Village Square & Wicks Park Restroom Interior Renovation	2027	Local	$ 10,000	$ 50,000	$ 50,000	$ 50,000				$ 160,000	2026 planning, design and construction TBD
City Hall Interior Renovation	2027?	Local	$ 5,000	$ 35,000	$ 150,000	$ 100,000				$ 290,000	Planning ongoing, design and construction TBD
Mt. Baldhead Stairs & River Deck Improvements	2028	Local + TBD		$ 50,000	$ 500,000	$ 450,000				$ 1,000,000	Planning/design in 2027, construction in 2028.
Blue Star Trail Development	TBD	Local, Township, FOBST, MDOT, MDNR									Final budget and timeframe TBD.
Lake Street & Blue Star Highway Traffic Signal	TBD	Local, MDOT									Final budget and timeframe TBD.
Shoreline Master Planning	TBD	Local + TBD									Final budget and timeframe TBD.
		Subtotal Other	**$ 415,000**	**$ 830,000**	**$ 700,000**	**$ 600,000**	**$ -**	**$ -**	**$ -**	**$ 2,545,000**	

Note: Project costs shown are budgetary in nature (in current dollars) for comparison only to be refined during project planning & design.

City of Saugatuck
Water and Wastewater Capital Improvements Plan
2026-2038
February 24, 2026

Ongoing projects anticipated to be completed prior to full authority

Project	Est. Const. Year	Est. Total Project Cost	Estimated Water Cost	Estimated Sewer Cost	Estimated Road Rest. Cost	Anticipated Project Cost By City Fiscal Yea FY2025-2026	FY2026-2027	FY2027-2028	FY2028-2029	FY2029-2030	FY2030-2031	FY2031-2032	FY2032-203	FY2033-2034	FY2034-2035	FY2035-2036	FY2036-2037	FY2037-2038	Comments
Maple Street Water Main Replacement (Maple to S of North)	2026	$ 1,980,000	$ 850,000	$ -	$ 1,130,000	$ 780,000	$ 1,200,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	City/Township project.
Water Street Gate Valve Installation	2026	$ 85,000	$ 70,000	$ -	$ 15,000	$ 85,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	City project being completed with Maple Street contract.
Elizabeth Street Water Main Replacement (Hoffman to Main)	2027	$ 500,000	$ 300,000	$ -	$ 200,000	$ -	$ 250,000	$ 250,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	City project, planning/design in 2026, construction in 2027.
Total		**$ 2,565,000**	**$ 1,220,000**	$ -	**$ 1,345,000**	**$ 865,000**	**$ 1,450,000**	**$ 250,000**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	

Future projects anticipated to be completed as part of full authority

Project	Est. Const. Year	Est. Total Project Cost	Estimated Water Cost	Estimated Sewer Cost	Estimated Road Rest. Cost	Anticipated Project Cost By City Fiscal Year FY2025-2026	FY2026-2027	FY2027-2028	FY2028-2029	FY2029-2030	FY2030-2031	FY2031-2032	FY2032-2033	FY2033-2034	FY2034-2035	FY2035-2036	FY2036-2037	FY2037-2038	Comments
Remaining Lead Service Line Replacement	2028-2038	$ 3,840,000	$ 3,200,000	$ -	$ 640,000	$ -	$ -	$ 350,000	$ 350,000	$ 350,000	$ 350,000	$ 350,000	$ 350,000	$ 350,000	$ 350,000	$ 350,000	$ 350,000	$ 340,000	Approx. 480 services x $8,000 average (incl. engineering)
Park Street Utility Improvements	2029	$ 290,000	$ 100,000	$ 180,000	$ 10,000	$ -	$ -	$ 30,000	$ 135,000	$ 125,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	Non-traffic hydrant replacement & misc. improvements w/ City road project.
Lucy Street Water Main Replacement (Water to Butler)	2030	$ 430,000	$ 180,000	$ -	$ 250,000	$ -	$ -	$ -	$ 50,000	$ 190,000	$ 190,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	Water main replacement and road resurfacing (City would also do sidewalk ext.)
Newnham Street Water & Sanitary Sewer Replacement	2030	$ 290,000	$ 130,000	$ 160,000	$ -	$ -	$ -	$ -	$ 20,000	$ 135,000	$ 135,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	Gravel road - address shared water service and poor condition sewer with road imps by City.
Systemwide Sanitary Sewer Lining	2030	$ 275,000	$ -	$ 275,000	$ -	$ -	$ -	$ -	$ -	$ 25,000	$ 250,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	Per SAW (items not addressed with other projects)
Systemwide Sanitary Manhole Rehabilitation	2030	$ 275,000	$ -	$ 200,000	$ 75,000	$ -	$ -	$ -	$ -	$ 25,000	$ 250,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	Per SAW (items not addressed with other projects)
400 Block Water Street Water Service Separation	2031	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000	$ 30,000	$ 30,000	$ -	$ -	$ -	$ -	$ -	$ -	Shared water service from Main St under existing buildings
Butler Street Water Main Replacement (Culver to Lucy)	2031	$ 2,400,000	$ 1,675,000	$ -	$ 725,000	$ -	$ -	$ -	$ -	$ 200,000	$ 1,100,000	$ 1,100,000	$ -	$ -	$ -	$ -	$ -	$ -	Sewer lining with systemwide project.
Non-Traffic Hydrant Replacement	2031-2032	$ 100,000	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ -	Remaining public hydrants not replaced with other projects per STFD list.
Hoffman Street Water Main Replacement (Griffith to Grand)	2032-2033	$ 560,000	$ 220,000	$ -	$ 340,000	$ -	$ -	$ -	$ -	$ -	$ 40,000	$ 200,000	$ 200,000	$ -	$ -	$ -	$ -	$ -	
Grand Street Water Main Replacement (Francis to Spear)	2032-2033	$ 290,000	$ 170,000	$ -	$ 120,000	$ -	$ -	$ -	$ -	$ -	$ 40,000	$ 150,000	$ 150,000	$ -	$ -	$ -	$ -	$ -	
Mason Street Sanitary Sewer Replacement (Grand to Elizabeth)	2032-2033	$ 400,000	$ -	$ 250,000	$ 150,000	$ -	$ -	$ -	$ -	$ -	$ 60,000	$ 170,000	$ 170,000	$ -	$ -	$ -	$ -	$ -	
Total		**$ 9,150,000**	**$ 5,775,000**	**$ 1,065,000**	**$ 2,310,000**	$ -	$ -	**$ 380,000**	**$ 555,000**	**$ 1,055,000**	**$ 2,445,000**	**$ 2,100,000**	**$ 870,000**	**$ 350,000**	**$ 350,000**	**$ 350,000**	**$ 350,000**	**$ 340,000**	

Note: Project costs shown are budgetary in nature (2026 dollars) for comparison only to be refined during project planning & design.

City Council Agenda Item Report

FROM: Ryan Cummins, City Manager

MEETING DATE: March 23, 2026

SUBJECT: Oval Beach Pass Request – Hope College for Saugatuck Harbor Natural Area Research

DESCRIPTION:

In past years, Hope College was provided a free Oval Beach pass for their ongoing coastal dune environment research in the Saugatuck Harbor Natural Area. Associate Professor, Suzanne Devries-Zimmerman, is requesting a pass this year as well.

The City Council's 2010 policy states, "[a]ll other complementary Oval Beach parking permits have been discontinued at this time unless otherwise approved by City Council".

There are public benefits to the research work that is occurring. For anyone interested, Professor DeVries-Zimmerman has provided publications of their work. She also provided a link to a recent Michigan Public Radio piece on their work: https://www.michiganpublic.org/2025-07-28/fulfilling-a-childhood-dream-studying-michigans-unique-dunes

LEGAL REVIEW:

N/A at this time.

SAMPLE MOTION:

Motion to approve the Hope College request for one Oval Beach pass for Saugatuck Harbor Natural Area research.

City Council Agenda Item Report

FROM: Jamie Wolters

MEETING DATE: March 23, 2026

SUBJECT: Right of Way Signage – Spring Gallery Stroll

DESCRIPTION:

The Saugatuck-Douglas Area Convention and Visitors Bureau has submitted an application requesting approval to display a banner on the palette sign from April 26 through May 10. The banner is intended to promote the Spring Gallery Stroll, scheduled to take place on May 9 and May 10.

The City Council may approve a banner as an exception, as listed in section 150.30(H). The conditions for approval of the exception are as follows:

1) The sign does not create a traffic vision obstruction;

2) The sign does not create a pedestrian traffic obstruction;

3) The sign is compatible with the surroundings and is not uniquely out of character for the community; and

4) The sign does not create a situation which could be detrimental to health, safety, or welfare.

5) The banner shall be displayed for no more than three 14-day periods between January 1 and December 31 of any year

SAMPLE MOTION:

Motion to approve/deny the Spring Gallery Stroll banner to be hung April 26 through May 10.

Right of Way Sign Application

APPLICANTS INFORMATION **APPLICATION NUMBER ____ - _____**

Name Brittany Obetts Address / PO Box P.O Box 28

City Saugatuck State MI Zip 49406 Phone 2698571701

E-Mail brittany@saugatuck.com

Signature _____ Date 3.18.26

SIGN DESCRIPTION (ATTACH MORE SHEETS IF NECESSARY)

Type: Number of Yard Signs _____ Number of Banners _ 1

Dates to be displayed April 26-May 10

Further Comments: _____

This is to go on the Pallet Sign promoting the Spring Gallery Stroll which will be May 9th and 10th

PLEASE INCLUDE THE FOLLOWING INFORMATION

Pursuant to Section 150.30, please attach the following supporting documents when applying for sign approval

Y	N	NA	
☐	☐	☐	Dimensions and type of each proposed sign
☐	☐	☐	Map showing the location of each sign
☐	☐	☐	Explanation of how each sign will be attached and secured

Pursuant to Section 150.30(H), please to the following questions:

☐	☑	☐	Will the signs create a traffic vision obstruction?
☐	☑	☐	Will the signs create a pedestrian traffic obstruction?
☑	☐	☐	Are the signs compatible with the surroundings and is not uniquely out of character for the community? and
☐	☑	☐	Do the signs create a situation which could be detrimental to health, safety, or welfare?

Vendor Name	Description	Amount
1. ALLEGAN COUNTY SHERIFF		
	FEB '26 SHERIFF CONTRACT	37,469.98
2. CAPITAL ONE		
	FEB '26 STATEMENT BALANCE	125.25
3. DIESEL INJECTION SERVICE LLC		
	FUEL INJECTION PUMP PLATE	36.36
4. E DOWD CRANE SERVICE LLC		
	TREE SERVICE	7,790.00
5. FAHEY SCHULTZ BURZYCH RHODES		
	FEB '26 GENERAL	3,036.00
	FEB '26 ZONING	2,476.50
	FEB '26 CLERK	114.00
	FEB '26 CITY COUNCIL	4,011.00
	FEB '26 MANAGER	90.00
	FEB '26 DUNE RIDGE V (ORIGINAL ACTION)	2,611.06
	FEB '26 LIDGARD V CITY OF SAUGATUCK ET AL (25-	445.64
	FEB '26 2023 STR LEGAL ISSUES/TASK FORCE	6,042.00
	FEB '26 DUNE RIDGE V (ELECTRICAL)	375.00
	FEB '26 WATER AND SEWER	372.00
	FEB '26 EMPLOYMENT	615.50
	FEB '26 BODINE-WILSON SUBPOENA	420.00
	TOTAL	20,608.70
6. FLEIS & VANDENBRINK ENGINEERING INC		
	01/01 - 01/31 ENGINEERING FEES - MAPLE STREET	3,200.00
	02/01 - 02/28 ENGINEERING FEES - GEN CONSULT	9,420.75
	02/01 - 02/28 ENGINEERING FEES - MT. BALDHEAD	1,200.00
	TOTAL	13,820.75
7. FRONTIER		
	01/20 - 02/19 SERVICE - OVAL BEACH	114.47
8. HOLLAND P.T.		
	BACKHOE HOSES	80.24
9. IHLE AUTO PARTS		
	FEB '26 MOTOR PURCHASES	1,758.06
10. K&R TRUCK SALES INC		
	REPAIR/MAINTENANCE | #13	16.79
	REPAIR/MAINTENANCE | #13	(13.51)
	TOTAL	3.28
11. MERCHANTS BANCARD NETWORK		
	FEB '26 CC PROCESSING - PLANNING AND ZONING AN	738.07
12. MICHIGAN GAS UTILITIES		
	01/27 - 02/23 SERVICE - 102 BUTLER	161.09
	01/26 - 02/22 SERVICE - 345 BUTLER	198.99
	01/27 - 02/23 SERVICE - 3338 BLUE STAR	543.60
	TOTAL	903.68
13. NET2PHONE INC		
	MAR '26 PHONE SERVICE	233.01
14. OCCUPATIONATIONAL HEALTH CENTERS		
	DOT PHYSICAL - MACK	141.00
15. RATHCO SAFETY SUPPLY CO		
	NO PARKING SIGNS	95.54
16. REPUBLIC SERVICES		
	FEB '26 DISPOSAL AND PICKUP SERVICE - BLUE STA	24.00
17. STANDARD INSURANCE COMPANY		
	APR '26 INSURANCE	502.47
18. STAR OF SAUGATUCK LLC		
	SPEAR LAUNCH HALF	712.00
19. TRUCK & TRAILER SPECIALTIES		

Vendor Name	Description	Amount
	CARBIDE BLADES - TRK 1	1,821.26
20. WALKER CONSULTANTS INC		
	PARKING STUDY	15,835.00
TOTAL - ALL VENDORS		102,813.12

FUND TOTALS:

Fund 101 - GENERAL FUND	94,466.55
Fund 202 - MAJOR STREETS	24.70
Fund 203 - LOCAL STREETS	1,520.12
Fund 496 - SEWER CAPITAL PROJECTS FUND	116.00
Fund 497 - WATER CAPITAL PROJECTS FUND	2,418.25
Fund 661 - MOTOR POOL FUND	4,267.50

To:	City of Saugatuck, City Council
From:	Grayson Moore, Director of Planning & Zoning
Meeting Date:	March 23, 2026
RE:	640 Water Street, PUD Proposal

City Commissioners,

At its March 19, 2026 meeting, the Planning Commission held a public hearing and reviewed the applicant's proposal for demolition of the existing structure and construction of a new two-story building at 640 Water Street. As part of this review, the Planning Commission considered the proposed Planned Unit Development (PUD) ordinance to amend the City's Zoning Map, along with the revised architectural design. The memo presented at the December 18, 2025 Planning Commission meeting has been included for reference as to how the conditions of the Zoning Ordinance have been met. Please note the following related zoning changes which have been made since the Memo dated December 12, 2025:

- Waterfront setback pertaining to the trash enclosure has been met.
- Waterfront pathway access easements have been presented.

Following discussion at its March 19, 2026 Meeting, the Planning Commission voted to recommend approval of the proposed *"Ordinance to Amend the Zoning Ordinance and Zoning Map of the City of Saugatuck by Approving a Planned Unit Development Overlay and Associated Plan for 640 Water Street,"* as presented by staff.

The proposal has also been reviewed by the Historic District Commission (HDC). After revisions made following the January meeting, the HDC indicated that the overall building design is acceptable. Final approval is contingent upon the applicant demonstrating proposed exterior materials at the April 2, 2026 HDC meeting.

At this stage in the PUD process, the City Council is asked to hold a public hearing and review the following:

- Proposed site plans and floor plans

- Easement agreements
- Associated development documents
- Ordinance amendment to the Zoning Map

The Council may approve, approve with conditions, deny, or table the request.
Any conditions imposed must be reasonably related to the following standards:

- To insure that public services and facilities affected by the proposed development will be capable of accommodating increased public service loads caused by the development;
- To protect the natural environment and conserve natural resources and energy;
- To insure compatibility with adjacent uses of land;
- To promote the use of land in a socially and economically desirable manner;
- To protect the public health, safety and welfare of the individuals in the development and those immediately adjacent, and the community as a whole;
- To achieve the intent and purpose of this chapter

Staff recommends tabling the request to allow for completion and review of final floor plans, easement agreement, and any necessary refinements to the ordinance language. A sample motion has been provided below.

> *Motion to postpone a decision of the proposed Planned Unit Development to April 13, 2026 to allow finalization of the following:*
>
> 1. *Easement agreement*
> 2. *Floor plans and overall site plan*
> 3. *Historic District Commission approval of materials*
> 4. *Final ordinance language*

Respectfully submitted,

Grayson Moore

Director of Planning & Zoning

MEMORANDUM

City of Saugatuck Planning Commission

Memo Date:	**December 12, 2025**	**Meeting Date:**	**December 18, 2025**
Request:	**PUD Rezoning**	**Applicant:**	**Daniel Boggs**
Address:	**640 Water Street**	**Project Name:**	**AMK Prop. Saugatuck Bldg.**
Parcel:	**03-57-300-030-00**	**Plan Date:**	**November 18, 2025**
Lot Size:	**5,487 s.f.**	**Zoning District:**	**C-2 DWP**
Complete:	**Yes**	**Recommendation:**	**Table Item**
City Staff:	**Grayson Moore**	**Consultant:**	**David M. Jirousek, AICP**

Overview

The applicant proposes redevelopment of the property at 640 Water Street within the Downtown Waterfront Preservation (C-2 DWP) District through approval of a Planned Unit Development (PUD). The site is approximately 0.13 acres (5,487 square feet) and is currently occupied by an existing one-story commercial building that is proposed for demolition. This memo addresses the PUD process, zoning compliance, and approval standards.

Planned Unit Development

The purpose of the PUD process is to allow flexible, well-designed development that provides measurable public benefits such as open space preservation, environmental protection, compatible design, and public access, while remaining consistent with the Master Plan and the capacity of public services. The process includes rezoning the property to apply a PUD Overlay Zoning District and approval of the associated PUD plan. The general process is as follows:

1. Pre-application conference
2. Planning Commission public hearing, review, and recommendation
3. City Council public hearing and decision

Downtown Waterfront Preservation District

For background consideration and context, the Downtown Waterfront Preservation (C-2 DWP) District is intended to support a mix of commercial, residential, recreational, and mixed-use development while carefully managing redevelopment to protect and enhance the Kalamazoo River waterfront. The district prioritizes preserving river views, improving public access to the shoreline, and ensuring that new development complements the waterfront setting. Its objectives include strengthening connections between downtown and the river, expanding public access and recreation opportunities, preserving the area's historic and architectural character, encouraging economic revitalization through compatible development and reuse, promoting high-quality design, and balancing residential growth, employment, and public benefits to support a vibrant downtown waterfront.

Proposal

The proposal seeks to redevelop a constrained waterfront parcel with a compact, mixed-use structure that activates the street and riverfront, and uses the PUD process to address site limitations and dimensional constraints.

Land Use

The project includes the construction of a two-story mixed-use building oriented toward Water Street and the Kalamazoo River. The first floor is proposed to contain a retail/commercial tenant space, including a commercial kitchen and an outdoor riverfront dining patio. The second floor includes three dwelling units, consistent with allowable upper-story residential use in the C-2 DWP District, which are intended to serve as short-term rentals.

Building

The building footprint occupies much of the shallow lot, necessitating dimensional deviations addressed through the PUD, including a zero-foot front setback and a reduced waterfront setback of approximately 15 feet (compared to the standard 25 feet). The building is two stories and approximately 25.5 feet at mid-roof (30.5 feet at the ridge), which is within the district's maximum permitted height. Architecturally, the building features fiber-cement board-and-batten siding, aluminum storefront glazing, standing-seam metal roofing, balconies with metal railings, and a design intended to reflect the character of downtown Saugatuck and the waterfront setting.

Parking and Mobility

The site plan provides four off-street parking spaces, although the C-2 DWP District is exempt from minimum parking requirements. Pedestrian circulation improvements include new concrete sidewalks, patios, and paved areas, as well as emergency vehicle access. A PUD modification is required for the five (5) foot front setback.

Site Development

Landscaping is proposed in compliance with ordinance requirements, with approximately 551 square feet of landscaped area, exceeding the minimum 10 percent requirement. Improvements include new trees, shrubs, and perennial plantings along the Water Street frontage and river edge. Stormwater management, utility connections, grading, and photometric lighting are addressed through the submitted civil and engineering plans. A screened dumpster enclosure is provided on site.

Zoning Review

The table below outlines the dimensional requirements for the C-2 DWP District (Section 154.038 D&F).

Regulation	**Requirement**	**Review Comment**
Front setback	Five feet	Zero feet- PUD **modification needed**
Maximum front setback	20 feet	Zero feet- complies
Side setback	20 feet minimum between both side setbacks	Zero feet on south side, 33.75 feet on north side- complies
Rear setback	15 feet	N/A- waterfront setback applies
Waterfront setback	25 feet, see § 154.021 (F)(4)	15 feet- PUD **modification needed** 9 feet for dumpster- **does not comply, does not qualify for modification**
Minimum lot area	4,560 square feet for all uses except for hotels/inns, which require 8,712 square feet	5,487 square feet- complies, as an existing conforming lot
Minimum lot width	100 feet of street frontage	100.81 feet- complies, as an existing conforming lot
Maximum lot coverage	No requirement	N/A- no requirement
Maximum number of stories	Two and a half (2.5)	Two stories- complies
Minimum parking lot setback	20 feet	Five feet- PUD **modification needed**
Garage doors intended for vehicles, loading docks, and	Shall not face the public right-of-way	No garage doors for the purposes noted- complies

overhead doors for loading purposes		
Parking lot location	Side or rear yard only	Side yard parking- complies
Usable and accessible open area	An open area equal to at least 10% of the total buildable area shall be preserved on every lot subject to the following: • No more than one-third (1/3) of the required open area may be satisfied through balconies of individual units. • At least two-thirds (2/3s) of the open area shall comprise no more than two separate areas at grade, such as a patio, deck, walkway, or boardwalk, or above the first floor, such as a terrace walkout level or rooftop patio.	Access path, porches, and patios exceed 10%- complies

Other Development Requirements:

Regulation	**Requirement**	**Review Comment**
Gross floor area for dwellings	Efficiency- 375 s.f.; one bedroom 600 s.f.	Area complies
Height	28 feet at mid-point; 32 feet at peak	Approximately 25.5 and 30.5 feet, respectively- complies
Patio	Three-foot setback if less than 12 inches	Patio setback complies
Parking	Joint use between two properties may be approved by the Planning Commission (otherwise not required in C-2 DWP). Parking spaces and drive aisle are shown with compliant dimensions.	TBD
Parking Lot Screening	Five-foot landscape strip	Five-foot wide strip with hedgerow- complies

Section 154.122 Eligibility Criteria

To be eligible for planned unit development approval, the applicant must demonstrate that the following criteria will be met.

A. *Recognizable and substantial benefit. The planned unit development shall result in a recognizable and substantial benefit to the ultimate users of the project and to the community. This benefit must otherwise be unfeasible or unlikely to be achieved taking into consideration the reasonable foreseeable detriments of the proposed development and uses(s); including, without limitation:*
    1) *The long-term protection and/or preservation of natural resources and natural features and/or historical and/or architectural features of a significant quantity and/or quality in need of protection or preservation on a local, state and/or national basis; and*
    2) *Reducing to a significant extent the non-conformity of a non-conforming use or structure, i.e., modification of a non-conforming use or structure so that, to a significant extent, it is rendered more conforming, or less offensive, to the zoning district in which it is situated; and*
    3) *For areas zoned C-2 Downtown Waterfront Preservation District, the preservation of public access to waterfront yard locations or accessible waterfront pathways or boardwalks.*

    Comment: The overall plan demonstrates a recognizable and substantial benefit as it includes a landscaped buffer along the riverfront, redevelops an aging building consistent with the spirit of the C-2 DWP District, and provides a public walking path for the entire waterfront (7'8" wide). However, there is no walkway connection between the public right-of-way and the waterfront pathway, an issue highlighted during the pre-application meeting. Although pedestrians can walk across the drive aisle to reach the waterfront walkway past the dumpster, there is no other welcoming or intuitive access to the waterfront. As such, our recommendation is for the applicant to consider this walkway connection either on-site or through a coordinated approach with the abutting property (650 Water Street).

B. *Minimum area and density. The minimum land area necessary to be considered for a PUD shall not be less than the land areas as specified for a lot in the underlying zoning district in which the lot is presently located. The density of dwelling units shall not exceed that permitted within the underlying district. Density may be shifted throughout the site and dwellings may be clustered on lots smaller than those permitted in the underlying zone if doing so better achieves the open space preservation objectives of this subchapter.*

    Comment: The C-2 DWP District has no maximum density requirement.

C. *Availability and capacity of public services. The proposed planned unit development shall not exceed the capacity of existing and available public services, including but not*

necessarily limited to, police and fire protection services, and educational services, unless the project proposal contains an acceptable plan for providing necessary services or evidence that such services will be available by the time the planned unit development is completed.

Comment: All City Departments and outside agencies must review and approve the plans.

D. *Compatibility with the land use plan. The proposed development shall not have an adverse impact on the Comprehensive Plan of the city.*

Comment: The proposed development aligns with several policies of the Master Plan:

- Encourage architectural and site design that complements, rather than detracts from existing development on neighboring parcels.
- Preserve the character of the area by encouraging land uses and densities/intensities of development which are consistent with and complement the character, economic base, and image of the area.
- Encourage a compatible and desirable mix of commercial uses.
- Protect and enhance the natural aesthetic values and recreation potential of all waterfront areas for the enjoyment of area citizens while recognizing private property rights of waterfront property owners.
- Encourage private property owners to grant scenic easements wherever public values dictate the maintenance of visual access to the waterfront and the property is not available for fee simple purchase.
- Limit the height and mass of new development along waterfront areas and preserve setbacks between buildings to maintain visual access and the natural beauty of the waterfront for the broader public.
- Examine zoning along the waterfront with an eye to permitting limited mix use and more public views of the waterfront without increasing building height.
- Protect the visual quality of and visual access to the waterfront.

E. *Compatibility with the planned unit development intent. The proposed developments shall be consistent with the intent and intent of these regulations, as stated in § 154.110.*

Comment: The overall plan strives to achieve the policies of the Master Plan and the intent of the C-2 DWP District. The development includes an attractive mixed-use building that preserves views of the river corridor and is limited in height and scale to fit the character of Water Street. Several modifications are proposed, which will be weighed against the overall community benefits.

F. *Economic impact. The proposed developments shall not impede the continued use or development of surrounding properties for uses that are permitted in the district in which they are located.*

Comment: The business use, as well as the short-term rental accommodations on the second floor, will not negatively impact surrounding properties or the district as a whole. The concept will be consistent and compatible with nearby land uses.

G. *Unified control of property. The proposed development shall be under single ownership or control such that there is a single person or entity having responsibility for completing the project in conformity with the planned unit development regulations. This provision shall not prohibit a transfer of ownership or control, provided that notice of the transfer is given immediately to the Zoning Administrator.*

Comment: The development is proposed to be under single ownership and control.

H. *Dedication of utilities and roads. Roads within the PUD development not associated with access to individual commercial or residential units shall be dedicated to the city. Likewise, utility easements shall be conveyed to the city. Utility easements and roads in PUD developments approved prior to the enactment of this chapter may remain in private ownership.*

Comment: No new streets are proposed, and any necessary utility easement will be established if directed by the City's consulting engineer.

Section 154.113 Project Design Standards

In considering any application for approval of a planned unit development proposal filed according to the procedures of § 154.115 and application and data requirements of § 154.114, the Planning Commission and City Council shall make their determinations on the basis of standards set forth for site plan review, the eligibility criteria of § 154.112, as well as the following standards and requirements.

A. *Minimum lot area. Planned unit developments may be approved only on contiguous properties containing a minimum of three acres under single ownership. Projects with an underlying zoning designation of C-2 Downtown Waterfront Preservation District have no minimum acreage to qualify for planned unit development review.*

Comment: There is no minimum qualifying acreage in the C-2 DWP District.

B. *Compatibility with adjacent uses. The proposed planned unit development shall set forth specifications with respect to height, setbacks, density, parking, circulation, landscaping, views and other design and layout features which exhibit due regard for the relationship of the development to surrounding properties and the uses thereon. In determining whether this requirement has been met, consideration shall be given to the following:*
    1) *The bulk, placement and materials of construction of proposed structures;*

2) *The location and screening of vehicular circulation and parking areas in relation to surrounding development;*
3) *The location and screening of outdoor storage, outdoor activity or work areas, and mechanical equipment in relation to surrounding development;*
4) *The hours of operation of the proposed uses; and*
5) *The provision of landscaping and other site amenities.*

Comment: The business use, as well as the short-term rental accommodations on the second floor, will not negatively impact surrounding properties or the district as a whole. The concept will be consistent and compatible with nearby land uses. Landscaping is proposed within the public right-of-way and along the waterfront, enhancing the aesthetic appeal. The dumpster is proposed to be screened, although it is currently shown within the waterfront setback area.

C. *Permitted uses. Any land use authorized in the underlying district may be included in a planned unit development as a principal or accessory use, provided that public health, safety and welfare are not impaired.*

Comment: The first floor includes retail space and a commercial kitchen. Although retail and restaurant uses are both allowable in the C-2 DWP District, grouping them in a single tenant space is unusual and should be clarified. Upper-floor apartments and short-term rentals are also allowable, so all proposed uses may be authorized as part of the PUD project.

D. *Application base regulations. Unless waived or modified in accordance with division (E) below, the yard and lot coverage, parking, loading, landscaping, lighting and other standards for the underlying district(s) shall be applicable for uses proposed as a part of a planned unit development. Mixed uses shall comply with the regulations applicable for each individual use, as outlined above, except that if regulations are inconsistent with each other, the regulations applicable to the most restrictive use shall apply. However, a special use that is part of a PUD shall not be separately processed as a special use, instead, it shall be processed as part of the PUD application.*

Comment: The zoning compliance review considered the C-2 DWP District requirements and all other applicable site development rules. Certain modifications are requested as part of the PUD consideration.

E. *Regulatory flexibility.*
1) *To encourage flexibility and creativity consistent with the planned unit development concept, departures from the regulations in division (D), above, may be permitted, subject to review and approval by the Planning Commission and City Council. For example, such departures may include but are not limited to modifications to: lot dimensional standards; floor area standards; setback requirements; parking, loading and landscaping requirements; and similar*

requirements. These modifications may be permitted only if they will result in a higher quality of development or a better design or layout than would be possible without the modifications.

2) *For areas zoned Downtown Waterfront Preservation District, departures from the minimum side setback, minimum rear setback (reductions up to ten feet), and maximum lot coverage requirements will be considered by the Planning Commission and City Council when at least 33% of the waterfront yard is available for public access or if 100% of the waterfront yard width can be traversed from one side to the other by a waterfront walkway or boardwalk.*

Comment: The zoning compliance review considered the C-2 DWP District requirements and all other applicable site development rules. Certain modifications are requested as part of the PUD consideration. Concerning the required 25-foot waterfront setback, a reduction of 10 feet is authorized through this process, as 100% of the waterfront yard is proposed to include a walkway (7'8" wide).

F. *Permitted mix of uses. Where the existing underlying zoning district is residential, nonresidential uses shall be permitted as part of a planned unit development which also contains a residential component, provided that the applicant demonstrates that the residential uses will be predominant and the non-residential use will not create a nuisance for abutting property. The Planning Commission shall determine predominance of use after taking into account the following criteria as they apply to each of the proposed uses: extent to which it serves residents in the PUD compared to others who travel to the site, amount of traffic generated; hours of operation or use; noise, odors and overall impact on adjoining uses; land area allocated to each use; and, building area allocated to each use. Where residential development is the principal use and a commercial component of the PUD is predominantly designed to serve persons other than those who reside in the PUD, it shall not be permitted.*

Comment: The proposed uses complement each other and are not anticipated to cause a nuisance to nearby properties.

G. *Open space requirements. Open space shall at least equal that which would be provided under the maximum lot coverage requirements of the underlying district. Open space shall be in large contiguous units that are easily accessible and usable. Small discontinuous areas of open space are contrary to the intent of this section, although it may be necessary to permit up to 20% of the total open space area in small discontinuous areas on a given parcel in order to achieve quality design and/or function of the balance of the PUD. Any land without a structure within the boundaries of the site may be included as required open space, except for land in the floodplain, subject to an easement, submerged lands and land contained in public or private street right-of-way. The required open space shall be set aside by the developer through an irrevocable conveyance, such as a deed restriction or covenant that runs with the land, assuring that*

the open space will be developed according to the site plan and never change to another use unless the PUD plan is properly amended according to the requirements of § 154.117. The conveyance shall:

1) *Ensure the open space is under single ownership or control, such that there is a single person or entity having proprietary responsibility for the open space. The applicant shall provide sufficient documentation of ownership or control in the form of agreements, contracts, covenants, master deeds and/or deed restrictions that indicate that open space will be held as proposed in perpetuity;*
2) *Guarantee to the satisfaction of the City Council that all open space portions of the development will be maintained in the manner approved. Documents shall be presented to the satisfaction of the city attorney that bind all successors and future owners in fee title to maintenance commitments made as a part of the approval of the open space; and*
3) *Provide for maintenance to be undertaken by the city in the event that the dedicated open space is inadequately maintained, or is determined by the city to be a public nuisance, with the assessment of costs upon the property owners within the PUD.*

Comment: Since there is no maximum lot coverage applicable to the C-2 DWP District, there is no minimum open space requirement related to the PUD. However, the C-2 DWP District requires a minimum amount of "usable and accessible open area," which has been satisfied.

H. *Frontage and access. Planned unit developments shall front onto a street with adequate capacity to safely accommodate the traffic of the development without unreasonably congesting the street. Road improvements contiguous to the site of the PUD that would improve traffic safety and reduce congestion may be required as a condition of a development approval. Access and egress openings from the development onto a public or private street shall be limited to one per 200 feet. The nearest edge of any entrance or exit drive shall be located no closer than 100 feet from any street or road intersection (measured from the nearest intersection right-of-way line). All requirements of §§ 154.060 through 154.068 shall also apply to planned unit developments.*

Comment: The proposed PUD has direct frontage on Water Street and appropriate access to its four-car parking lot. No new driveways are proposed beyond the existing shared driveway.

I. *Utilities; privacy for dwelling units. The design of a planned unit development, including electric, telephone and cable television lines, shall be placed underground, wherever feasible or required by the city.*

Comment: All utilities are proposed underground as feasible.

J. Privacy for dwelling units. The design of a planned unit development shall provide visual and sound privacy for all dwelling units within and surrounding the development. Fences, walks and landscaping shall be used in the site design to protect the privacy of dwelling units.

Comment: The proposed short-term rental apartment units are located on the second floor, and porches are oriented toward the waterfront and Water Street. Issues concerning privacy are not anticipated.

K. Emergency access. The configuration of buildings, driveways and other improvements shall permit convenient and direct emergency vehicle access.

Comment: The PUD plan must be reviewed and approved by the Fire Department.

L. Pedestrian and vehicular circulation. A pedestrian circulation system shall be provided that is isolated as completely as possible from the vehicular circulation system. The layout of vehicular and pedestrian circulation routes shall respect the pattern of existing or planned streets, sidewalks and bicycle pathways in the vicinity of the site.

Comment: As mentioned earlier, there is no separate pedestrian access to the waterfront pathway. Although pedestrians can cross the drive aisle to reach the waterfront walkway past the dumpster, there is no other welcoming or intuitive access to the waterfront. As such, our recommendation is for the applicant to consider this connection either on-site or through a coordinated approach with the abutting property (650 Water Street).

M. Minimum spacing. Unless modified in accordance with division (E), minimum spacing between detached buildings shall not be less than 20 feet measured from the nearest point of the foundation. In no case shall spacing be less than required under the Building Code.

Comment: The proposed building spacing complies with the underlying C-2 DWP District side setback requirements.

N. Building length. No multiple-family building shall exceed 120 feet in length along any one elevation of the building measured between its two furthest points unless modified in accordance with division (E).

Comment: The mixed-use building does not exceed 63 feet in width.

O. Sensitive natural features. All sensitive natural features such as drainage ways and streams, wetlands, lands within the 100-year floodplains, and stream or river banks (which by virtue of soils and slope may create highly erodible hazards to the public health and safety) shall remain unencumbered by any principal or accessory buildings and structures. However, areas zoned Downtown Waterfront Preservation District may

be developed within special flood hazard areas as designated in the current Flood Insurance Rate Map (FIRM) if the lowest floor level is at least one foot above the Base Flood Elevation (BFE).

Comment: As a redevelopment project, no sensitive natural features will be removed. Additionally, a waterfront setback will be maintained, and a vegetative landscaped area will be established between the patio and waterfront walkway.

P. Natural vegetation strip along streams. Drainage ways and streams shall be protected by a 25 foot natural vegetation strip or public easement measured from the centerline of the drainage ways or streams and measured from the ordinary high water mark for other surface water bodies.

Comment: This standard is not applicable. The waterfront setback provision and C-2 DWP District provisions address development between Water Street and the Kalamazoo River.

Q. Buffer zone along property lines. Natural vegetation, planted or landscaped buffer areas of 25 feet width are required wherever feasible along all exterior boundaries of the property to be developed as a PUD.

Comment: As a downtown infill project, side buffer areas were not contemplated during the establishment of the C-2 DWP District and are not recommended.

R. Parking areas. The parking area shall be designed so as to maximize and encourage the use of landscape breaks and/or buffers to minimize the unbroken expanses of surfaced area. However, landscaped areas in parking lots shall be large enough to support thriving vegetation and shall be preferred over many small landscape islands.

Comment: The proposed parking lot accommodates four (4) vehicles, so this standard is not applicable. However, the parking lot is screened from the street right-of-way by a proposed wintergreen boxwood hedgerow.

S. Common property.

1) Common property in the PUD is a parcel or parcels of land, a privately owned road, or roads, together with the improvements thereon, the use and enjoyment of which are shared by the owners and occupants of the individual building sites or condominiums within the PUD. When common property exists, the ownership of the common property shall be private.

2) When privately owned, arrangements must be made for the improvements, operation and maintenance of the common property and facilities, including private streets, drives, service parking and recreational facilities (such as a club house or tennis courts).

3) *The applicant shall guarantee to the satisfaction of the city attorney that all common property portions of the development will be maintained in perpetuity and in the manner approved. Documents shall be presented that bind all successors and future owners in fee title to commitments made as a part of the approval of the common property.*
4) *This provision shall not prohibit a transfer of ownership or control, provided notice of the transfer is provided to the city and the land use continues as approved.*

Comment: The applicant shall ensure that the waterfront pathway, as well as access to the waterfront, is preserved to the satisfaction of the City Attorney.

T. *Easements across common property. When common property exists in private ownership, the owners shall grant easements, over, under and through the property to the city as are required for public purposes.*

Comment: The applicant shall ensure that the waterfront pathway, as well as access to the waterfront, is preserved to the satisfaction of the City Attorney. Additionally, as the driveway encroaches onto abutting property at 650 Water, the applicant shall ensure that an easement is established.

Section 154.114 Application and Data Requirements

Application for planned unit development approval shall include all data requirements for site plan review as specified in §§ 154.060 through 154.068. In considering any application for approval of a planned unit development proposal, the Planning Commission and City Council shall make their determinations on the basis of standards set forth for site plan review, as well the following standards and requirements. In addition, the application shall include the following:

A. *An overall plan for the planned unit development. The overall plan shall graphically represent the development concept using maps and illustrations to indicate each type of use, square footage or acreage allocated to each use, approximate locations of each principal structure and use in the development, setbacks and typical layouts and elevations for each type of use. The overall plan shall clearly delineate each type of residential use; office, commercial and other nonresidential use; each type of open space; community facilities and public areas; and other types of land use;*
B. *Map and written explanation. A map and written explanation of the relationship of the proposed planned unit development to the city's Comprehensive Plan;*
C. *Conformance with the planned unit development concept. The overall design and all uses proposed in connection with a planned unit development shall be consistent with and promote the intent of the planned unit development concept described in § 154.110, as well as with the specific project design standards set forth herein;*
D. *Compatibility with adjacent uses. The proposed planned unit development shall set forth specifications with respect to height, setbacks, density, parking, circulation, landscaping,*

views and other design and layout features which exhibit due regard for the relationship of the development to the surrounding properties and uses thereon. In determining whether this requirement has been met, consideration shall be given to the following:

1) *The bulk, placement and materials of construction of proposed structures;*
2) *The location and screening of vehicular circulation and parking areas in relation to the surrounding development;*
3) *The location and screening of outdoor storage, outdoor activity or work areas, and mechanical equipment in relation to surrounding development;*
4) *The hours of operation of the proposed uses; and*
5) *The provision of landscaping and other site amenities.*

E. *Public services. The proposed planned unit development shall not exceed the capacity of existing and available public services, including but not necessarily limited to utilities, public roads, police and fire protection services and educational services, unless the project proposal contains an acceptable plan for providing necessary services or evidence that such services will be available by the time the planned unit development is completed;*

F. *Impact of traffic. The planned unit development shall be designed to minimize the impact of traffic generated by the proposed development on surrounding areas;*

G. *Accommodations for pedestrian traffic. The planned unit development shall be designed with a sidewalk network to accommodate safe pedestrian circulation throughout and along the perimeter of the site, without interference from vehicular traffic;*

H. *Compliance with applicable regulations. The proposed planned unit development shall be in compliance with all applicable federal, state and local laws and ordinances;*

I. *Legal documentation of single ownership or control. The documentation shall be in the form of agreements, contracts, covenants and deed restriction which indicate that the development can be completed as shown on the plans, and further, that all portions of the development that are not to be maintained at public expense will continue to be operated and maintained by the developers, their successors, or other authorized entity;*

J. *Schedule. A specific schedule of the intended development and construction details, including the phasing or timing of all proposed improvements; and*

K. *Draft. A draft of ownership and governance documents. These documents shall include the following:*

1) *Deeds of ownership;*
2) *Warranties guaranteeing ownership conveyed and described in the deeds;*
3) *A list of covenants, conditions and restrictions that are conditions of ownership upon the purchasers and owners in the planned unit development; and*
4) *Association bylaws (for example, condominium or homeowner's association bylaws) which describe how the association is organized; the duties of the association to operate, manage and maintain common elements of the planned unit development; and, the duties of individual shareholders to manage and maintain their own units.*

Comment: The application is primarily complete. However, the applicant must provide information concerning I, J, and K.

Recommendation

While we support the overall development concept, we recommend that the Planning Commission table this item to allow the applicant to address concerns regarding waterfront pathway access and the location of the dumpster within the waterfront setback area. If these issues are addressed to the Planning Commission's satisfaction, a positive recommendation could be made to the City Council.

CITY COUNCIL
CITY OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN

ORDINANCE NO. 260323-A

AN ORDINANCE TO AMEND THE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF SAUGATUCK BY APPROVING A PLANNED UNIT DEVELOPMENT OVERLAY AND ASSOCIATED PLAN FOR 640 WATER STREET

Section 1. Amendment to Section 154.043 of the Zoning Ordinance. Subject to the terms and conditions of this Ordinance and the development plan ("Plan") associated with the Planned Unit Development ("PUD)" request submitted by Daniel Boggs (the "Applicant") on behalf of AMK Holdings, LLC, the City of Saugatuck Zoning Ordinance is hereby amended by an amendment of Section 154.043, the Zoning Map, to rezone the following land ("Subject Property") to PUD Overlay with the base zoning district remaining Downtown Waterfront Preservation District (DWP).

640 Water Street

(FROM COVENANT DEED LIBER 4875, PAGE 157 DOCUMENT NO. 2023010350, ALLEGAN COUNTY RECORDS)
LOT(S) 29, 30 AND NORTH ONE-HALF OF LOT 31 OF KALAMAZOO PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 111 OF DEEDS, PAGE 551 OF ALLEGAN COUNTY RECORDS.

Section 2. Terms and Conditions of the Planned Unit Development Overlay District. The rezoning of land to PUD Overlay and approval of the Plan submitted by the Applicant are expressly subject to the following terms and conditions:

A. Site Development. The development of the Subject Property shall comply in all respects with the Plan, last revised November 18, 2025, with supplemental revisions last revised December 19, 2025 (Sheet A-1), except if amended in accordance with the City of Saugatuck Zoning Ordinance.

B. Land Use. The Plan includes construction of a two-story mixed-use building oriented toward Water Street and the Kalamazoo River. The first floor includes one retail/commercial tenant space with a commercial kitchen and an outdoor riverfront dining patio. The second floor includes three (3) dwelling units as upper-story residential use, intended for, but not limited to, short-term rental occupancy.

C. Building. The building will be no higher than (2) stories, 25.5 feet at the mid-roof, and 30.5 feet at the roof ridge. The building includes fiber-cement board-and-batten siding, aluminum storefront glazing, standing-seam metal roofing, and balconies with metal railings, subject to the Historic District Commission (HDC) approving the materials.

D. Parking and Mobility. The Plan includes three (3) off-street parking spaces accessible via an existing driveway along Water Street. Pedestrian circulation improvements include new concrete sidewalks, patios, and paved pedestrian areas. Vehicle and emergency access shall be accommodated by a single driveway to the proposed parking lot. All vehicular and pedestrian access easements shall be reviewed and approved by the City Attorney. After review, the City Attorney may require modification of the terms of the easements before the easements receive the required approval from the City Attorney.

E. Landscaping and Screening. The site shall incorporate 551 square feet of landscaped area, including new trees, shrubs, and perennial plantings along the Water Street frontage and river edge in accordance with the Plan. The dumpster shall be installed where shown on the Plan and fully screened with a six-foot (6') high enclosure.

F. Stormwater and Utilities. Final stormwater management infrastructure and public water and sewer utility connection plans shall be submitted and approved by all applicable City departments and the City Engineer.

G. Fire Department Approval. The Applicant shall secure approval from the Saugatuck Township Fire Department prior to the issuance of a building permit.

H. Zoning Requirements. The development of the Subject Property shall comply with all requirements of the DWP zoning district and all other applicable requirements except as modified by this Ordinance. The following PUD modifications are approved in accordance with Section 154.113(E)(1) and (2):

1. The front setback, as measured from the Water Street right-of-way, is reduced from five (5) feet to zero (0) feet.
2. The waterfront setback, as measured from the waterfront, is reduced from 25 feet to 15 feet.
3. The parking lot setback, as measured from the Water Street right-of-way, is reduced from 20 feet to five (5) feet.

I. Waterfront Access.

1. The Plan includes a public waterfront walking path located within the waterfront yard area along the Kalamazoo River.
2. The waterfront path shall be no less than seven feet and eight inches (7'8") wide, and it is intended to allow pedestrians to traverse 100% of the waterfront yard width from one side to the other.
3. Legal access from the Water Street right-of-way to the waterfront walking path shall be established by an easement crossing the property located at 650 Water Street. The connecting path shall be concrete, decking, or another material along the south side of the building at 650 Water Street, then cross the parking lot to the waterfront walking path along the Subject Property.

4. A sign shall be located near the intersection of the connecting path and the Water Street right-of-way, indicating public access to the waterfront walking path. The sign design shall be consistent with any applicable City of Saugatuck wayfinding signage design guidelines.
5. The mechanism or legal instrument that memorializes public waterfront access shall be reviewed and approved by the City Attorney and City Manager. After review, the City Attorney may require modification of the terms of the legal instrument before the legal instrument receives the required approval from the City Attorney.

J. Historic District Committee Review. In accordance with City Code Section 154.03, the Applicant shall secure Historic District Committee (HDC) approval for the project before the demolition of the existing building, construction of the new building, and any other improvements that require review under this section. In the event that the HDC requires a change that is determined by the Zoning Administrator to be a minor or major amendment to the approved PUD materials, the Applicant shall be required to secure approval of the amendment prior to site development and construction of the new building.

K. Signage. The Applicant shall prepare and submit a detailed signage plan that depicts all signage proposed for the project. All proposed signage shall comply with applicable requirements of the Zoning Ordinance and City Code. All signs shall be subject to the approval of the Zoning Administrator. Approval of the PUD shall not constitute approval of any future site signage.

L. Phasing. The project shall be constructed in a single phase.

M. Application and Data Requirements. Prior to site development and issuance of a building permit, the Applicant shall provide the following for review and approval by the Zoning Administrator:

1. Legal Documentation of Single Ownership or Control. The documentation shall be in the form of agreements, contracts, covenants, and deed restrictions which indicate that the development can be completed as shown on the plans, and further, that all portions of the development that are not to be maintained at public expense will continue to be operated and maintained by the developers, their successors, or other authorized entity;
2. Schedule. A specific schedule of the intended development and construction details, including the phasing or timing of all proposed improvements; and
3. Draft of Ownership and Governance Documents. These documents shall include the following:
    a. Deeds of ownership;
    b. Warranties guaranteeing ownership conveyed and described in the deeds;
    c. A list of covenants, conditions, and restrictions that are conditions of ownership upon the purchasers and owners in the planned unit development; and
    d. Association bylaws (for example, condominium or homeowner's association bylaws) which describe how the association is organized; the duties of the association to operate, manage, and maintain common elements of the planned unit development; and the duties of individual shareholders to manage and maintain their own units.

Section 3. Planned Unit Development Eligibility. The City Council determines that the Applicant has demonstrated that the project qualifies for PUD review and approval in accordance with Section 154.122 Eligibility:

A. Recognizable and Substantial Benefit. The project delivers a recognizable community benefit by redeveloping an aging waterfront site, consistent with the C-2 DWP District's intent, and by incorporating riverfront landscaping and a public walking path.

B. Minimum Area and Density. The parcel meets the minimum lot area required in the C-2 DWP District for the proposed uses, and the residential component (three upper-story dwelling units) is permitted in the district. The district does not establish a maximum density standard that the proposal would exceed.

C. Availability and Capacity of Public Services. The development will be served by existing public services and infrastructure, subject to review and approval by applicable City departments and outside agencies.

D. Compatibility with the Land Use Plan. The project is consistent with the City's Comprehensive Plan policies on downtown reinvestment, compatible mixed-use development, waterfront protection, preservation of river views, and high-quality waterfront design.

E. Compatibility with PUD Intent. The proposed redevelopment aligns with the intent of the PUD provisions by using design flexibility to address a constrained site while providing a higher-quality infill development that supports downtown activity and enhances the waterfront setting.

F. Economic Impact. The proposed commercial use and upper-story residential units are compatible with the downtown district and are not expected to impede surrounding properties or the continued use of nearby permitted uses.

G. Unified Control of Property. The development is proposed under single ownership and control, ensuring a single responsible party to implement the project in accordance with the approved PUD Plan.

H. Dedication of Utilities and Roads. No new public streets are proposed. Utility easements may be established if required during engineering review, but the project does not involve new roadway dedication.

Section 4. Project Design Standards. The City Council determines that the project design standards and requirements outlined in Section 154.113 Project Design Standards have been met by the Applicant:

A. Minimum Lot Area. The project is eligible for PUD review in the C-2 DWP District, which does not require a minimum acreage threshold for PUD consideration.

B. Compatibility with Adjacent Uses. The building height, scale, placement, and architectural materials are generally compatible with the downtown and waterfront context. The Plan includes screening and landscaping elements intended to buffer site features, including parking and service areas.

C. Permitted Uses. The proposed mix of uses (first-floor commercial/retail space and upper-story dwelling units) is allowed in the C-2 DWP District and may be authorized through the PUD approval.

D. Application Base Regulations. The Plan was reviewed against the underlying C-2 DWP District standards and applicable site development regulations. Where deviations are proposed (including reduced front, waterfront, and parking setbacks), they are addressed through the PUD modification process.

E. Regulatory Flexibility. The proposal includes requested modifications to dimensional standards (including reduced front, waterfront, and parking setbacks). The waterfront walkway component supports the flexibility provisions applicable in the C-2 DWP District by providing continuous traversable access along the waterfront yard area.

F. Permitted Mix of Uses. The project's commercial and residential components are designed to operate together and are not expected to cause nuisance impacts on surrounding properties, consistent with the district's mixed-use intent.

G. Open Space Requirements. While the C-2 DWP District does not impose a maximum lot coverage standard, the Plan provides usable, accessible open area through patios, porches, and the riverfront walkway, consistent with the district's open area requirements.

H. Frontage and Access. The Subject Property fronts on Water Street and provides access using the existing shared driveway arrangement. No additional drive openings are proposed beyond the current vehicle access point.

I. Utilities. Utilities are proposed to be underground where feasible and will be subject to review and approval through the City Engineer and utility service providers.

J. Privacy for Dwelling Units. Residential units are located on the second floor, with balconies and outdoor areas oriented toward the river and Water Street. The site design does not identify privacy conflicts that would prevent approval.

K. Emergency Access. Emergency vehicle access is shown on the Plan and remains subject to review and approval by the Saugatuck Township Fire Department.

L. Pedestrian and Vehicular Circulation. The Plan includes new sidewalks, patios, and paved areas. The waterfront pathway will be accessible to the public through an easement located at 650 Water Street.

M. Minimum Spacing. The development meets applicable spacing requirements through compliance with minimum side setbacks. Separation between off-site buildings shall adhere to applicable Building Code and Fire Code requirements.

N. Building Length. The proposed building length is within the maximum length standard for multiple-family buildings.

O. Sensitive Natural Features. The project maintains a 15-foot waterfront setback area and does not propose removing sensitive natural features. The river edge is buffered by landscaping and a setback space, as shown on the Plan.

P. Natural Vegetation Strip Along Streams. This standard is addressed through the C-2 DWP waterfront setback and proposed waterfront yard landscaping.

Q. Buffer Zone Along Property Lines. Given the downtown infill context and lot constraints, large perimeter buffer strips are neither proposed nor expected for this type of waterfront redevelopment.

R. Parking Areas. The parking area is small in scale and includes screening along the street frontage, which helps minimize visual impacts from paved areas.

S. Common Property. The Plan includes a waterfront pathway intended for public access. The applicant must ensure the pathway and access are maintained and preserved for public access through appropriate legal documentation, subject to City Attorney review and approval.

T. Easements Across Common Property. Where easements are necessary (including for the shared driveway and waterfront access), the applicant is expected to provide legal documentation to ensure long-term access and enforceability. All legal instruments, including those pertaining to the shared driveway and waterfront access, must be review and approved by the City Attorney. After review, the City Attorney may require modification of the terms of the legal instruments before the legal instruments receive the required approval from the City Attorney.

Section 5. Expiration. Construction must be initiated under a PUD approval within one (1) year from the date of the issuance of a zoning permit. Upon receipt of a written request for an extension from the Applicant, an extension of up to one (1) year may be granted by the Planning Commission if the Planning Commission feels the nature of the problems preventing project initiation is legitimate, and that the approved Plan adequately represents current conditions on and surrounding the Subject Property. If the project is not initiated within 24 months of the original

approval, the PUD is cancelled. Thereafter, the project may proceed only if it is approved after the entire PUD process is repeated, starting with a new application. In the event that an approved PUD Plan becomes null and void, the City shall initiate proceedings to amend the zoning classification of the Subject Property.

Section 6. Repeal. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 7. Severability. The provisions of this Ordinance are declared severable. If any part of this Ordinance is declared invalid for any reason by a court of competent jurisdiction, that declaration does not affect or impair the validity of all other provisions that are not subject to that declaration.

Section 8. 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.

_____
Holly Anderson
City of Saugatuck, Mayor

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 _____, _____ 2026, 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 _____, 2026.

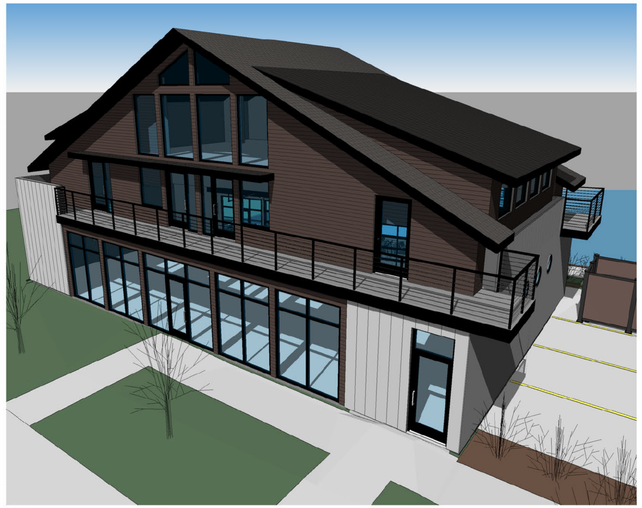
3. Within 1 week after such publication, I recorded the above ordinance in a book of ordinances kept by me for that purpose, including the date of passage of the ordinance, the names of the members of the City Council voting, and how each member voted.

ATTESTED:

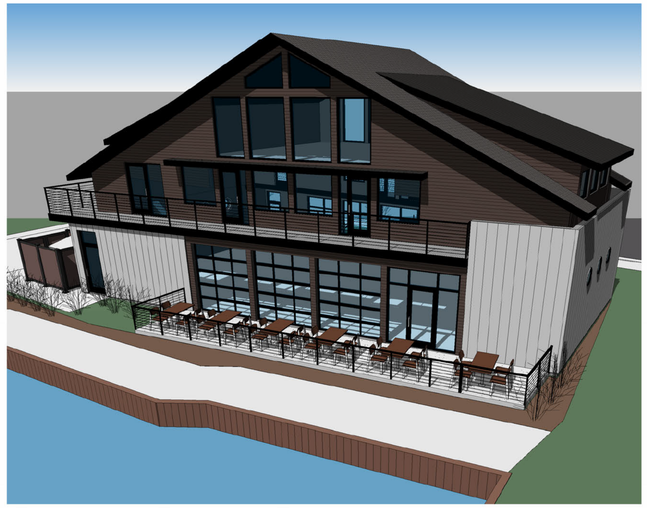
_____
Jamie Wolters
City of Saugatuck, Clerk

AMK PROPERTIES - SAUGATUCK BUILDING

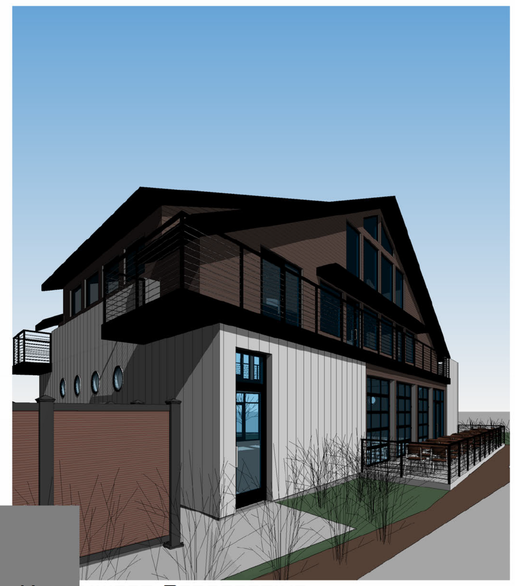
640 Water Street, Saugatuck, MI 49453



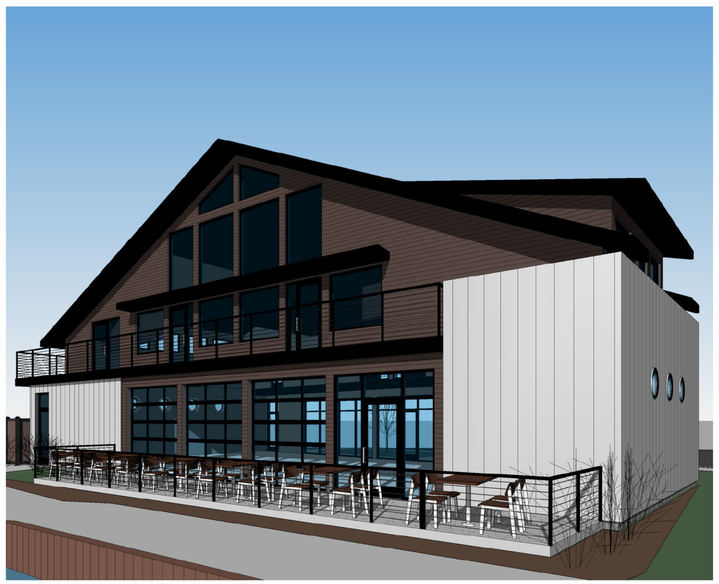
NORTHEAST ELEVATED PERSPECTIVE



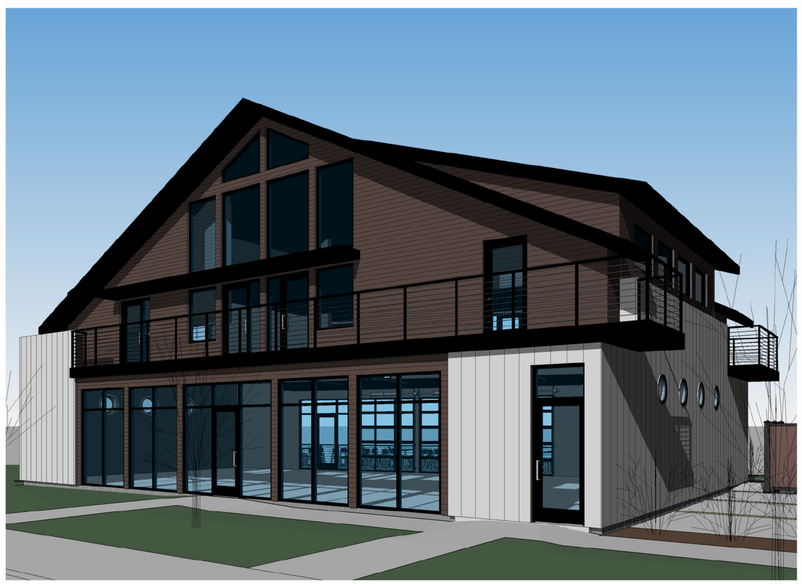
SOUTHWEST ELEVATED PERSPECTIVE



NORTHWEST PERSPECTIVE



SOUTHWEST PERSPECTIVE



NORTHEAST PERSPECTIVE



LOCATION MAP

DRAWING INDEX

DWG NO.	Drawing Title	Issuance	Date
GENERAL			
G-1	Title Sheet	HDC Submission 2	02-27-26
G-1.1	Streetscape	HDC Submission 2	02-27-26
G-1.2	Concept	HDC Submission 2	02-27-26
GENERAL: 3			
CIVIL			
C-1	Survey	Survey Issue	10-21-25
C101	Grading Plan	PUD Submission	11-18-25
C202	Utility and Stormwater Management Plan	PUD Submission	11-18-25
CIVIL: 3			
LANDSCAPE			
L-1	Landscape Plan	Revision	12-18-25
L-2	Landscape Details	PUD Submission	11-18-25
LANDSCAPE: 2			
DEMOLITION			
D-1	Site Demolition Plan	PUD Submission	11-18-25
DEMOLITION: 1			
ARCHITECTURAL			
A-0.1	PUD Pre-Application	PUD Pre-Application	09-23-25
A-0.2	PUD Pre-Application - Setbacks	HDC Submission 2	02-27-26
A-1	Site Plan	HDC Submission 2	02-27-26
A-1.1	Site Details	PUD Submission	11-18-25
A-2	Floor Plans	PUD Submission	11-18-25
A-3	Exterior Elevations	PUD Submission	11-18-25
A-4	Exterior Elevations	PUD Submission	11-18-25
ARCHITECTURAL: 7			
ELECTRICAL			
PH-1	Site Photometric Plan	PUD Submission	11-18-25
ELECTRICAL: 1			
TOTAL DRAWINGS: 17			

DANIEL BOGGS
ARCHITECT

ARCHITECTURE & PLANNING

8538 ISLAND BLVD.
GROSSE ILE, MI 48138

248.882.3642

PROJECT:
Saugatuck Building
640 Water Street
Saugatuck, MI 49453

PROFESSIONAL SEAL:

PRELIMINARY
NOT FOR CONSTRUCTION

ISSUED:

10-22-25	Client Review
10-27-25	Revision
11-18-25	PUD Submission
02-04-26	Client Review
02-27-26	HDC Submission 2

PROJECT NO:
2025.13

DRAWN BY:
DWB

These drawings have been specifically prepared for **AMK Properties for use at 640 Water Street Saugatuck, MI 49453**
These drawings shall not be used at other locations without the consent and participation of Daniel Boggs Architect.

SHEET TITLE:
Title Sheet

SHEET NO:
G-1

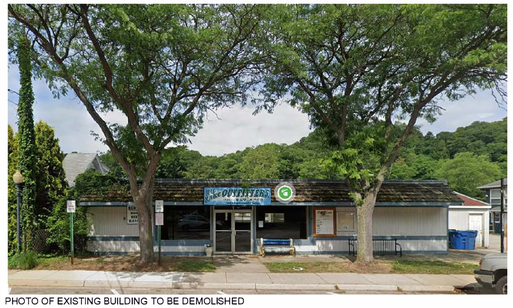


PHOTO OF EXISTING BUILDING TO BE DEMOLISHED



EAST STREETSCAPE

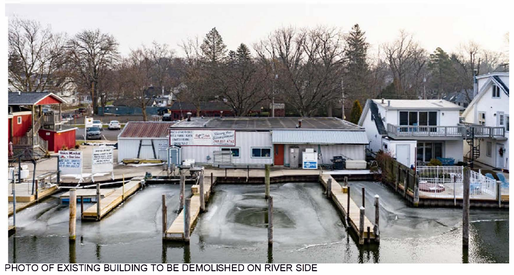


PHOTO OF EXISTING BUILDING TO BE DEMOLISHED ON RIVER SIDE



PHOTO OF 650 WATER STREET ON THE RIVER SIDE



PHOTO OF EXISTING RESIDENTIAL HOMES NORTH ACROSS STREET



PHOTO OF EXISTING BUILDING DIRECTLY ACROSS STREET



PHOTO OF EXISTING BUILDING ACROSS STREET TO THE EA

DANIEL BOGGS
ARCHITECT

ARCHITECTURE
&
PLANNING

8538 ISLAND BLVD.
GROSSE ILE, MI 48138

248.882.3642

PROJECT:

Saugatuck Building
640 Water Street
Saugatuck, MI 49453

PROFESSIONAL SEAL:

PRELIMINARY
NOT FOR CONSTRUCTION

ISSUED:

01-23-26	HDC Preliminary Review
02-04-26	Client Review
02-27-26	HDC Submission 2

PROJECT NO:
2025.13

DRAWN BY:
DWB

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SHEET TITLE:

Streetscape

SHEET NO:

G-1.1



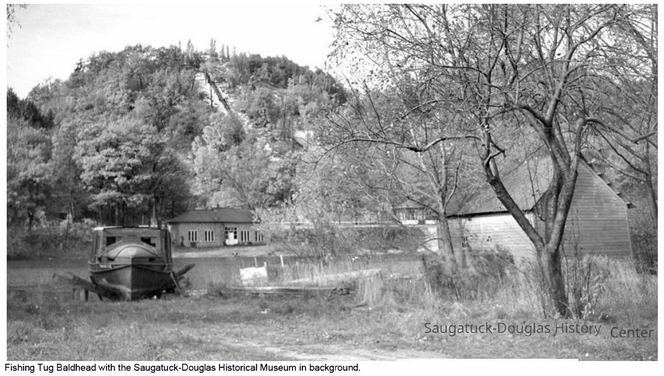
Wm Cary tug at Saugatuck fish docks.



Sewers's Joann fishing tug near present day Coghlin Park.



Fisher Boy tug.



Fishing Tug Baldhead with the Saugatuck-Douglas Historical Museum in background.



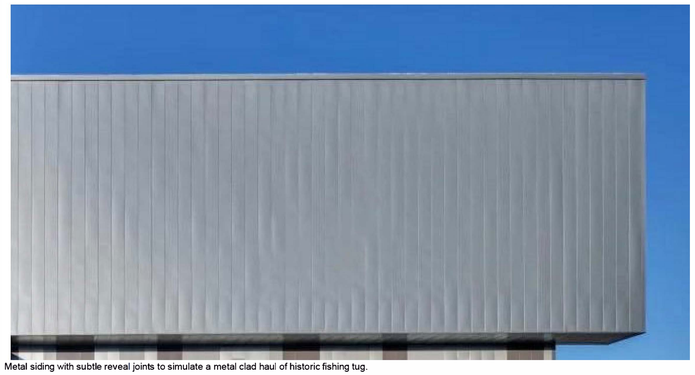
Color example of metal clad haul with wood cabin above.



Image of wood skeleton at bow of Evelyn S.



Wood siding to simulate wood clad boat cabin of historic fishing tug.



Metal siding with subtle reveal joints to simulate a metal clad haul of historic fishing tug.

DANIEL BOGGS
ARCHITECT

ARCHITECTURE
&
PLANNING

8538 ISLAND BLVD.
GROSSE ILE, MI 48138

248.882.3642

PROJECT:

Saugatuck Building
640 Water Street
Saugatuck, MI 49453

PROFESSIONAL SEAL:

PRELIMINARY
NOT FOR CONSTRUCTION

ISSUED:

02-04-26 Client Review
02-27-26 HDC Submission 2

PROJECT NO:

2025.13

DRAWN BY:

DWB

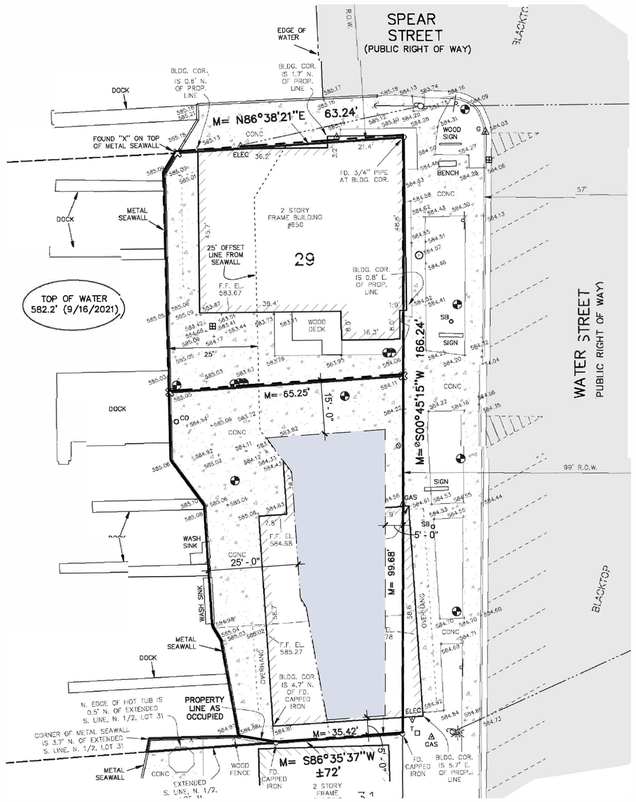
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SHEET TITLE:

Concept

SHEET NO:

G-1.2

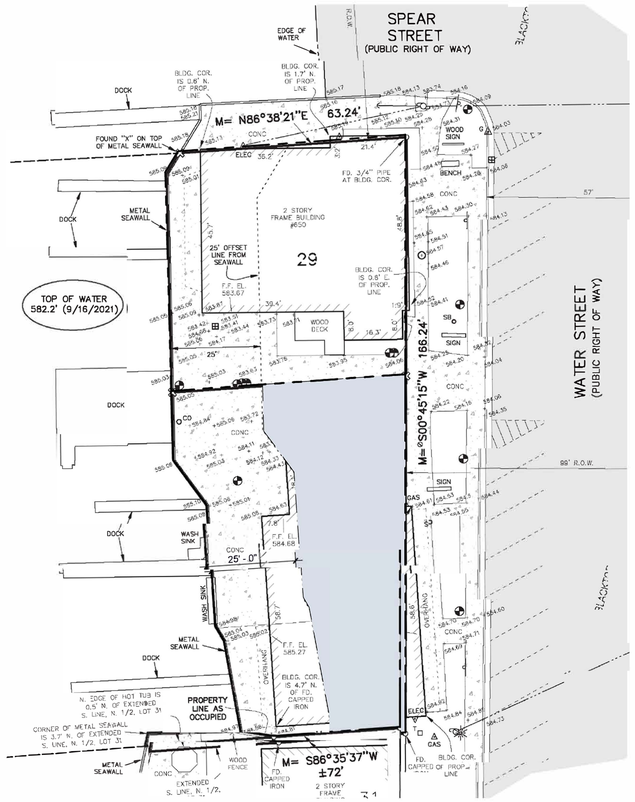


CURRENT ZONING:

Dimension and area regulations north of Francis Street:

Front setback	5 feet
Maximum front setback	20 feet
Side setback	20 feet minimum between both side setbacks
Rear setback	15 feet
Waterfront setback	25 feet, see § 154.021 (F)(4)
Minimum lot area	4,560 square feet for all uses except for hotels/inns, which require 8,712 square feet
Minimum lot width	100 feet of street frontage
Maximum lot coverage	No requirement
Maximum number of stories	Two and a half (2.5)
Minimum parking lot setback	20 feet

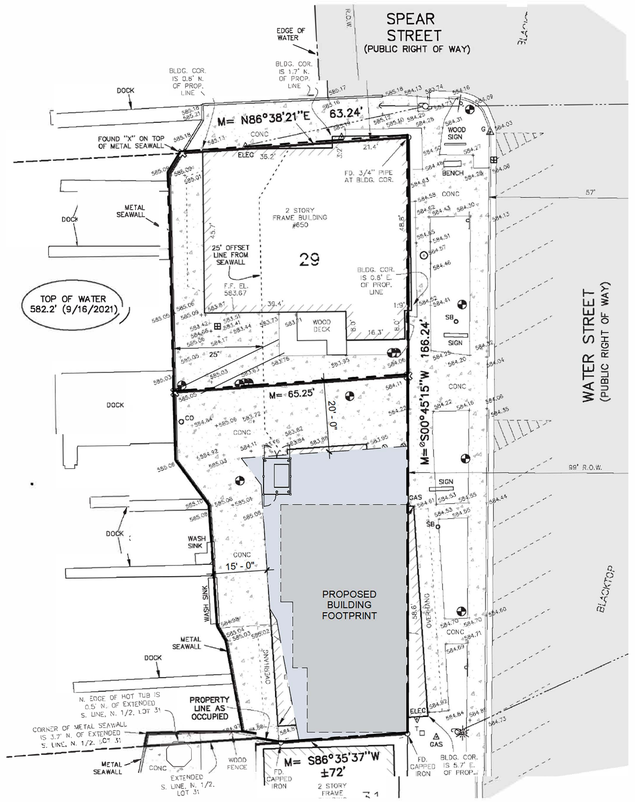
1 A-0.2 **SITE PLAN - CURRENT SETBACK REQUIREMENTS**
SCALE: 1" = 20'-0"



PREVIOUS ZONING:

Front setback	0 feet
Side setbacks	0 feet*
Rear setback	0 feet*
Minimum lot	4,560 square feet
Minimum lot width	66 feet
Maximum lot coverage	100%*
* Subject to Fire Code Regulations	

2 A-0.2 **SITE PLAN - PREVIOUS SETBACK REQUIREMENTS**
SCALE: 1" = 20'-0"



MODIFICATIONS TO BE SOUGHT:

FRONT SETBACK:	0 FT
WATERFRONT SETBACK:	15 FT (PUD PROVISION)
PARKING SETBACK:	5 FT (LANDSCAPE SCREENING)

3 A-0.2 **SITE PLAN - MODIFICATIONS TO BE SOUGHT**
SCALE: 1" = 20'-0"

DANIEL BOGGS
ARCHITECT

ARCHITECTURE
&
PLANNING

8538 ISLAND BLVD.
GROSSE ILE, MI 48138

248.882.3642

PROJECT:
Saugatuck Building
640 Water Street
Saugatuck, MI 49453

PROFESSIONAL SEAL:

PRELIMINARY
NOT FOR CONSTRUCTION

ISSUED:
09-23-25 PUD Pre-Application
02-27-26 HDC Submission 2

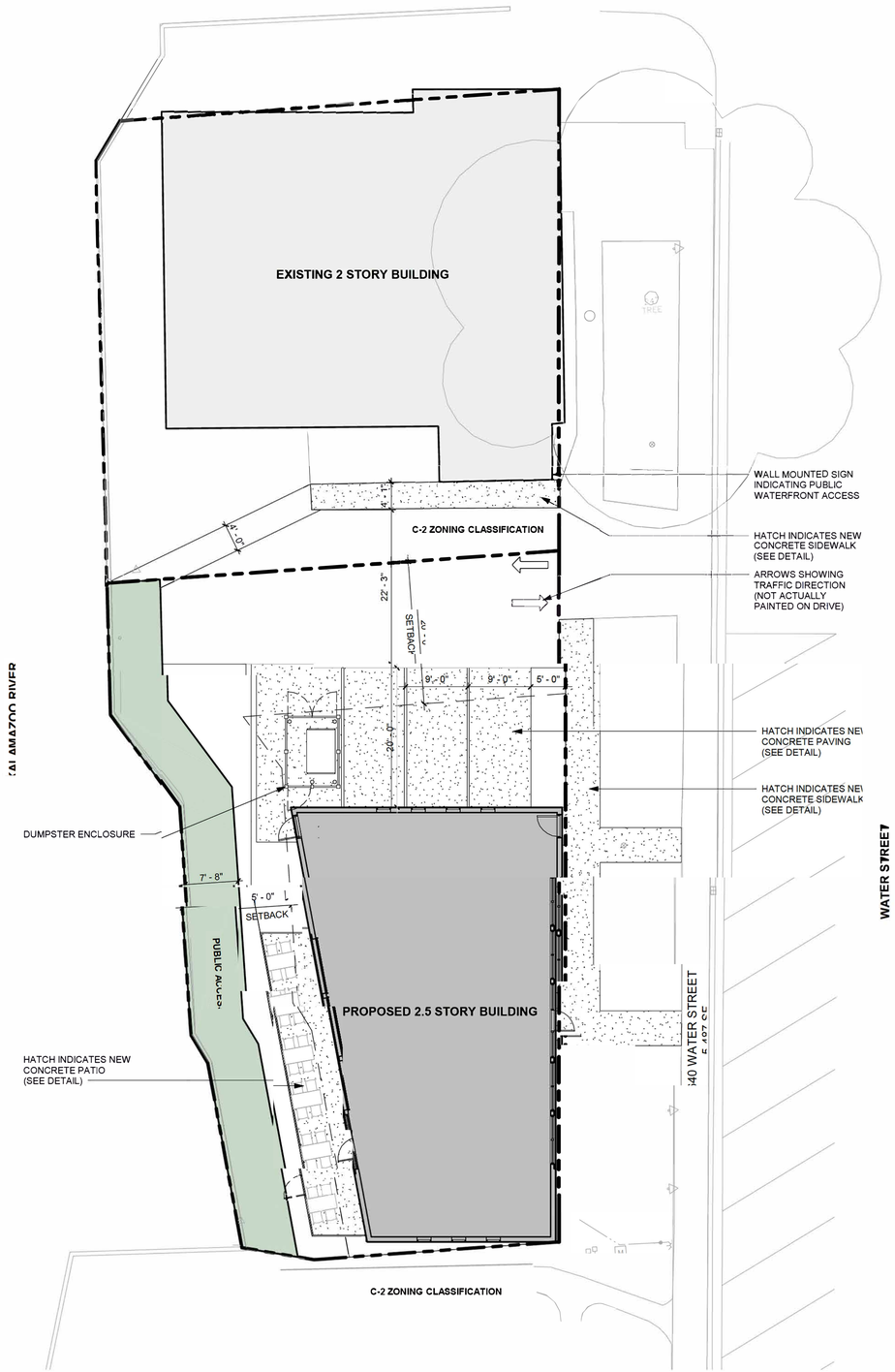
PROJECT NO:
2025.13

DRAWN BY:
DWB

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SHEET TITLE:
PUD
Pre-Application - Setbacks

SHEET NO:
A-0.2



1 SITE PLAN
A-1 SCALE: 1" = 10'-0"

CITY ORDINANCE REVIEW

CITY OF SAUGATUCK ZONING ORDINANCE

154.038 C-2 DOWNTOWN WATERFRONT PRESERVATION DISTRICT (DWP)

(B) PERMITTED USES
(1) SHORT-TERM RENTAL OF ALLOWABLE APARTMENTS
(4) SIGNIFICANT EXTERIOR CHANGE
(e) RETAIL STORES

(D) DIMENSION AND AREA REGULATIONS NORTH OF FRANCIS STREET

FRONT SETBACK:	5 FT (0 FT ACTUAL)
MAX MUM FRONT SETBACK:	20 FT
SIDE SETBACK:	20 FT MIN. BOTH SIDES
NORTH SIDE:	33'-9" ACTUAL
SOUTH SIDE:	0 FT ACTUAL
REAR SETBACK:	15 FT (N/A)
WATERFRONT SETBACK:	25 FT (15 FT ACTUAL)
MINIMUM LOT AREA:	4,560 (5,487 ACTUAL)
MINIMUM LOT WIDTH:	66 FT (100 ACTUAL)
MAX. LOT COVERAGE:	NO REQUIREMENT
MAX. NUMBER OF STORIES:	2.5 (2 ACTUAL)
MIN. PARKING LOT SETBACK:	20 FT (5 FT ACTUAL)

154.131 EXCEPTION TO OFF-STREET PARKING REQUIREMENTS

(A) FOLLOWING ZONING DISTRICTS SHALL BE EXEMPT FROM ANY PARKING REQUIREMENTS.
(5) C-2 DOWNTOWN WATERFRONT PRESERVATION DISTRICT

Parking Schedule	
Type	**Count**
9' x 20'	3
Total Provided:	3

DANIEL BOGGS
ARCHITECT

ARCHITECTURE & PLANNING

8538 ISLAND BLVD.
GROSSE ILE, MI 48138

248.882.3642

PROJECT:
Saugatuck Building
640 Water Street
Saugatuck, MI 49453

PROFESSIONAL SEAL:

PRELIMINARY
NOT FOR CONSTRUCTION

ISSUED:

07-15-25	Client Review
07-23-25	Revision
07-24-25	City Preliminary Review
09-23-25	PUD Pre-Application
10-22-25	Client Review
10-27-25	Revision
11-18-25	PUD Submission
12-18-25	Revision
12-19-25	Revision
01-22-26	Revision
02-27-26	HDC Submission 2

PROJECT NO:
2025.13

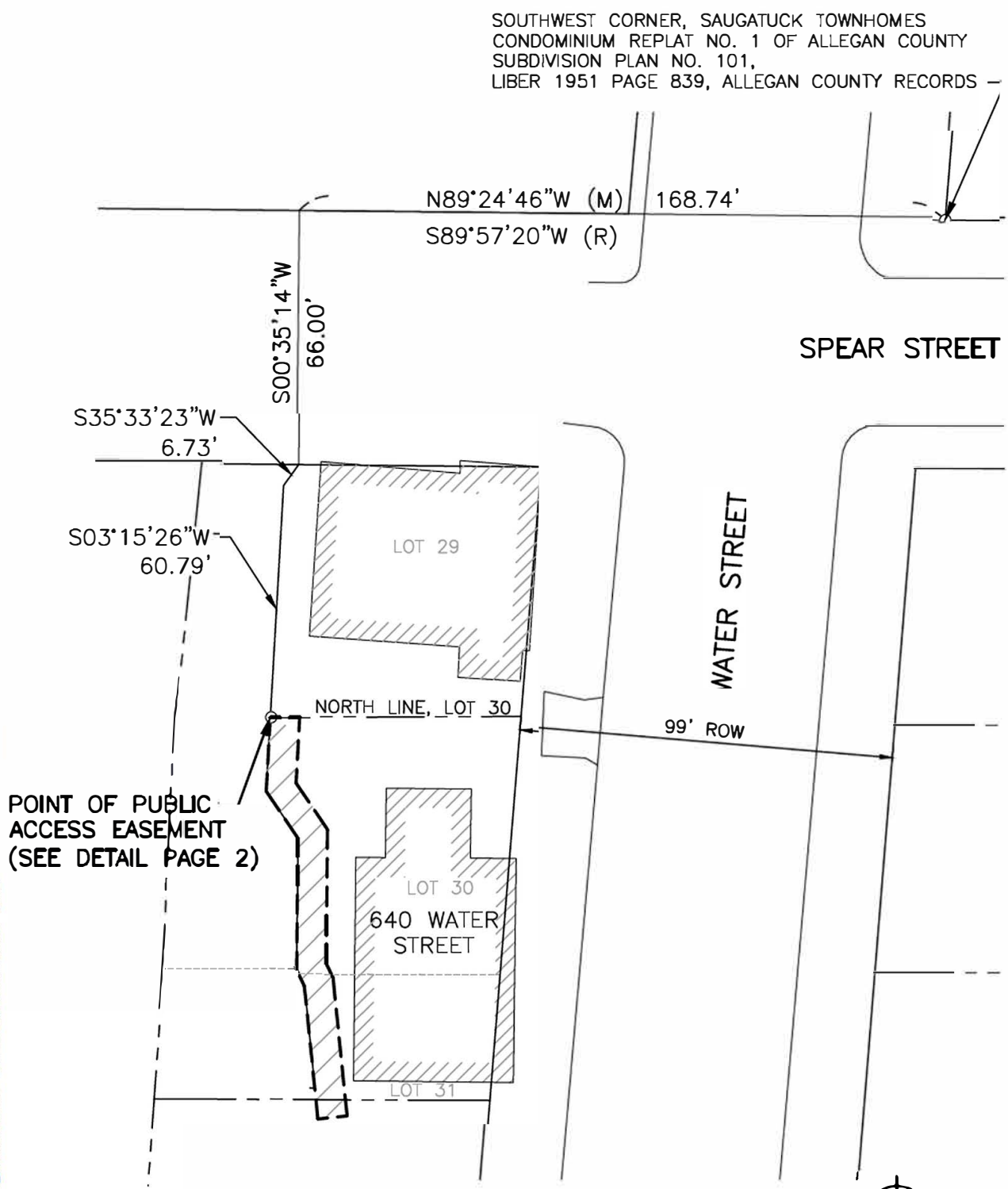
DRAWN BY:
DWB

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SHEET TITLE:
Site Plan

SHEET NO:
A-1

EXHIBIT 1
PUBLIC ACCESS EASEMENT



FISHBECK
1515 ARBORETUM DRIVE SE
GRAND RAPIDS, MI 49546
616.575.3824 TELEPHONE

BASIS OF BEARING: MICHIGAN STATE PLANE, SOUTH ZONE, NAD 83, GPS DERIVED

fishbeck
Engineers | Architects | Scientists | Constructors

Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

640 Water Street
Saugatuck, Michigan

Public Access Easement

01/29/2026

PROJECT NO.
2501331

1 of 2

PLOT INFO: Z:\2025\2501331\CAD\SURVEY\EASEMENT_640 WATER.DWG LAYOUT: 640 WATER STREET DATE: 1/29/2026 TIME: 12:35:41 PM USER: MLNITENGALE

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EXHIBIT 1
PUBLIC ACCESS EASEMENT

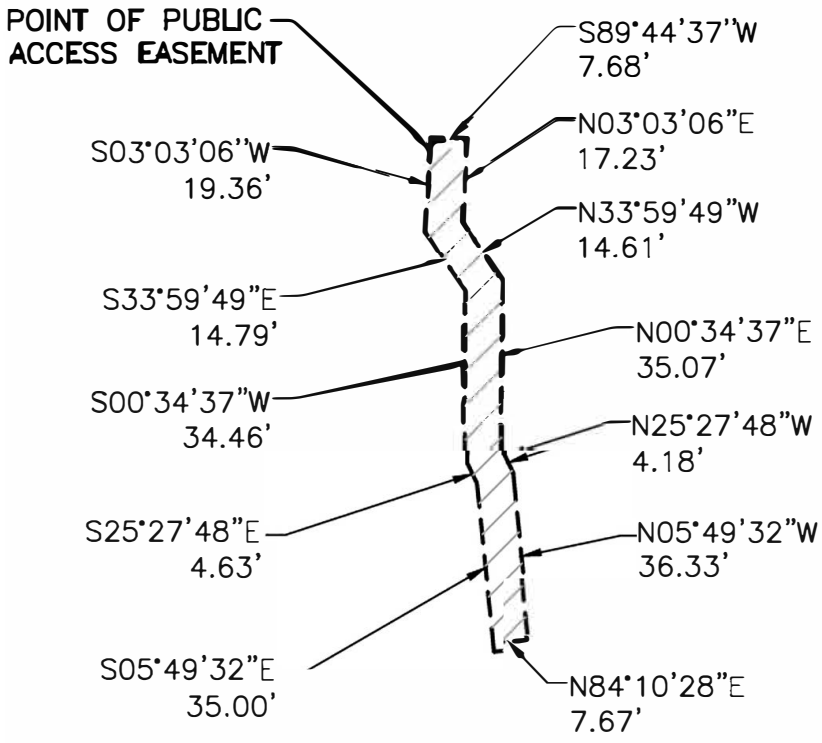
PROPERTY DESCRIPTION (FROM ALLEGAN COUNTY EQUALIZATION DEPARTMENT)

LOT 30 AND NORTH 1/2 LOT 31, KALAMAZOO PLAT, SECTION 9, TOWN 3 NORTH, RANGE 16 WEST, ALLEGAN COUNTY, MICHIGAN.

PUBLIC ACCESS EASEMENT:

ALL THAT PART OF LOT 30 AND THE NORTH 1/2 OF LOT 31, KALAMAZOO PLAT, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SAUGATUCK TOWNHOMES CONDOMINIUM, REPLAT NO. 1 OF ALLEGAN COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 101, AS RECORDED IN LIBER 1951, PAGE 839, ALLEGAN COUNTY RECORDS; THENCE ALONG THE EXTENDED NORTH LINE OF SPEAR STREET (66–FOOT RIGHT–OF–WAY) NORTH 89°24'46" WEST (RECORDED IN SAID CONDOMINIUM AS SOUTH 89°57'20" WEST) 168.74 FEET; THENCE SOUTH 00°35'14" WEST 66.00 FEET TO THE SOUTH LINE OF SPEAR STREET AND AN EXISTING WALL; THENCE ALONG SAID WALL, SOUTH 35°33'23" WEST 6.73 FEET; THENCE CONTINUING ALONG SAID WALL, SOUTH 03°15'26" WEST 60.79 FEET TO THE POINT OF BEGINNING ON THE NORTH LINE OF LOT 30 AT A CHISELED X ON TOP OF SAID WALL; THENCE ALONG SAID WALL THE FOLLOWING 5 COURSES: SOUTH 03°03'06" WEST 19.36 FEET; SOUTH 33°59'49" EAST 14.79 FEET; SOUTH 03°34'37" WEST 34.46 FEET; SOUTH 25°27'48" EAST 4.63 FEET; SOUTH 05°49'32" EAST 35.00 FEET; THENCE NORTH 84°10'28" EAST 7.67 FEET; THENCE NORTH 05°49'32" WEST 36.33 FEET; THENCE NORTH 25°27'48" WEST 4.18 FEET; THENCE NORTH 00°34'37" EAST 35.07 FEET; THENCE NORTH 33°59'49" WEST 14.61 FEET; THENCE NORTH 03°03'06" EAST 17.23 FEET TO THE NORTH LINE OF SAID LOT 30: THENCE ALONG SAID NORTH LINE, SOUTH 89°44'37" WEST 7.68 FEET TO THE POINT OF BEGINNING.



SCALE: 1" = 40'

0 20 40

BASIS OF BEARING: MICHIGAN STATE PLANE, SOUTH ZONE, NAD 83, GPS DERIVED

FISHBECK
1515 ARBORETUM DRIVE SE
GRAND RAPIDS, MI 49546
616.575.3824 TELEPHONE

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PLOT INFO: Z:\2025\2501331\CAD\SURVEY\EASEMENT_640 WATER.DWG LAYOUT: 640 WATER STREET DATE: 1/29/2026 TIME: 12:35:54 PM USER: MLNITENGALE

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Engineers | Architects | Scientists | Constructors

Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

640 Water Street
Saugatuck, Michigan

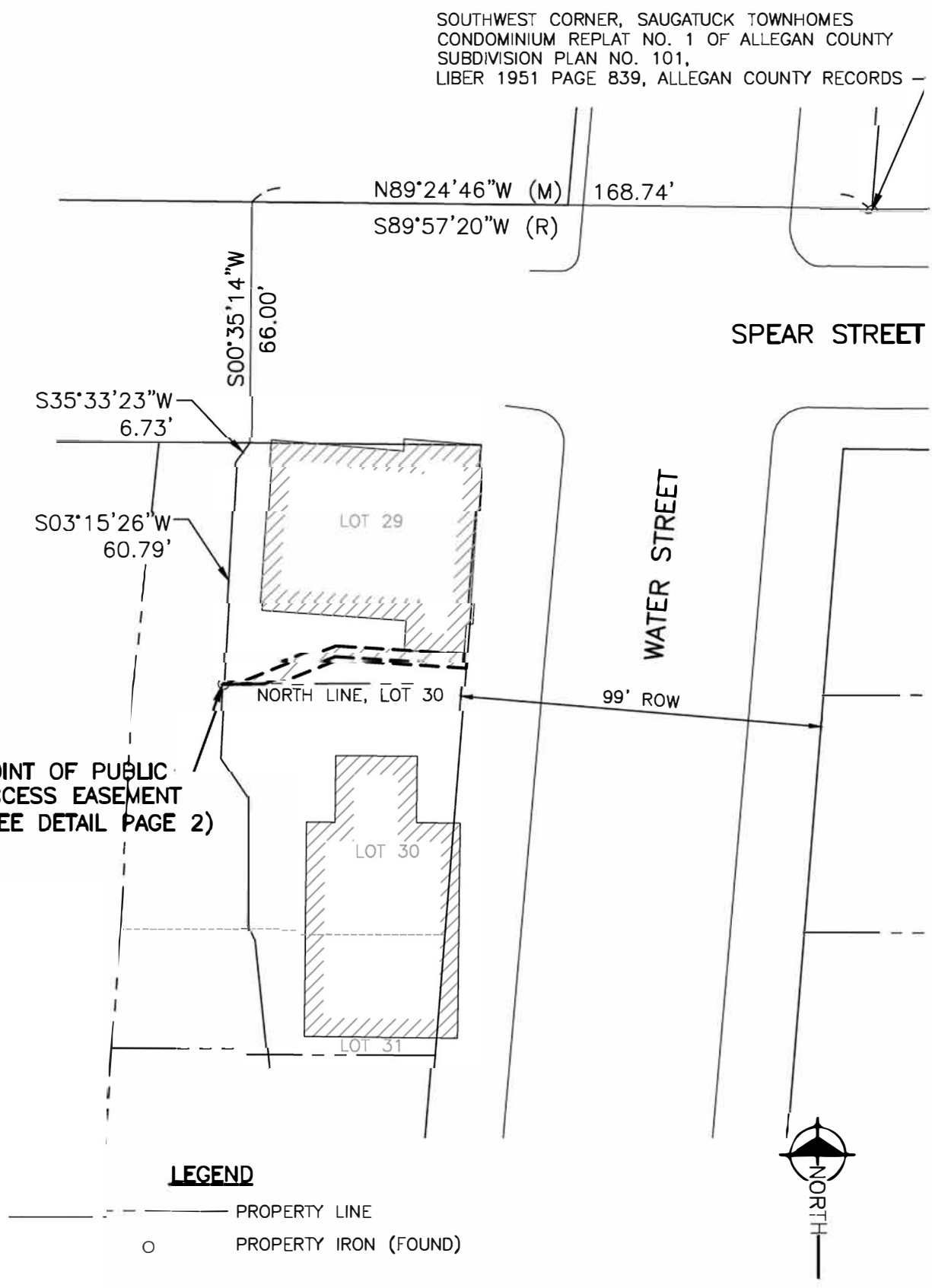
Public Access Easement

01/29/2026

PROJECT NO.
2501331

2 of 2

EXHIBIT 1
PUBLIC ACCESS EASEMENT



FISHBECK
1515 ARBORETUM DRIVE SE
GRAND RAPIDS, MI 49546
616.575.3824 TELEPHONE

BASIS OF BEARING: MICHIGAN STATE PLANE, SOUTH ZONE, NAD 83, GPS DERIVED

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Engineers | Architects | Scientists | Constructors

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650 Water Street
Saugatuck, Michigan

Public Access Easement

01/29/2026

PROJECT NO.
2501331

1 of 2

PLOT INFO: Z:\2025\2501331\CAD\SURVEY\EASEMENT_650 WATER.DWG LAYOUT: 650 WATER STREET DATE: 1/29/2026 TIME: 12:36:44 PM USER: MLNITENGALE

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EXHIBIT 1
PUBLIC ACCESS EASEMENT

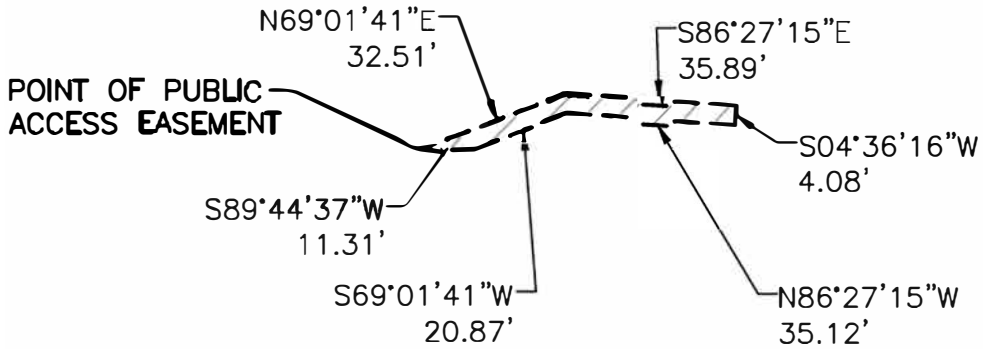
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PUBLIC ACCESS EASEMENT:

ALL THAT PART OF LOT 29, KALAMAZOO PLAT, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SAUGATUCK TOWNHOMES CONDOMINIUM, REPLAT NO. 1 OF ALLEGAN COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 101, AS RECORDED IN LIBER 1951, PAGE 839, ALLEGAN COUNTY RECORDS; THENCE ALONG THE EXTENDED NORTH LINE OF SPEAR STREET (66-FOOT RIGHT-OF-WAY) NORTH 89°24'46" WEST (RECORDED IN SAID CONDOMINIUM AS SOUTH 89°57'20" WEST) 168.74 FEET; THENCE SOUTH 00°35'14" WEST 66.00 FEET TO THE SOUTH LINE OF SPEAR STREET AND AN EXISTING WALL; THENCE ALONG SAID WALL, SOUTH 35°33'23" WEST 6.73 FEET; THENCE CONTINUING ALONG SAID WALL, SOUTH 03°15'26" WEST 60.79 FEET TO THE POINT OF BEGINNING ON THE SOUTH LINE OF LOT 29 AT A CHISELED X ON TOP OF SAID WALL; THENCE NORTH 69°01'41" EAST 32.51 FEET; THENCE SOUTH 86°27'15" EAST 35.89 FEET; THENCE SOUTH 04°36'16" WEST 4.08 FEET; THENCE NORTH 86°27'15" WEST 35.12 FEET; THENCE SOUTH 69°01'41" WEST 20.87 FEET TO THE SOUTH LINE OF SAID LOT 29; THENCE ALONG SAID SOUTH LINE, SOUTH 89°44'37" WEST 11.31 FEET TO THE POINT OF BEGINNING.





SCALE: 1" = 40'

0 20 40

BASIS OF BEARING: MICHIGAN STATE PLANE, SOUTH ZONE, NAD 83, GPS DERIVED

FISHBECK
1515 ARBORETUM DRIVE SE
GRAND RAPIDS, MI 49546
616.575.3824 TELEPHONE

©Copyright 2025 All Rights Reserved

PLOT INFO: Z:\2025\2501331\CAD\SURVEY\EASEMENT_650 WATER.DWG LAYOUT: 650 WATER STREET DATE: 1/29/2026 TIME: 12:36:59 PM USER: MLNITENGALE

fishbeck
Engineers | Architects | Scientists | Constructors

Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

650 Water Street
Saugatuck, Michigan

Public Access Easement

01/29/2026

PROJECT NO.
2501331

2 of 2


PUBLIC
WATERFRONT
ACCESS

City Council Agenda Item Report

FROM: Ryan Cummins, City Manager

MEETING DATE: March 23, 2026

SUBJECT: Planning Commissioner Matter

DESCRIPTION:

Consistent with the Council's Rules of Procedure for City Council Meetings, Mayor Anderson has asked for the matter regarding Planning Commissioner Bagierek to be placed on the agenda for discussion about what, if any, action to take. She also requested the corresponding report to the Planning Commission be included.

LEGAL REVIEW:

Legal has previously prepared a legal opinion which was reviewed with City Council. Legal will be at your meeting for any questions.

SAMPLE MOTION:

To be determined by City Council.

Report to Planning Commission

FROM: Ryan Cummins, City Manager

MEETING DATE: March 19, 2026

SUBJECT: Learning and Improvement Opportunity

DESCRIPTION:

It has come to the attention of City staff that until recently, Planning Commissioner CJ Bagierek was likely operating a short-term rental ("STR") on his property at 610 Lake Street (the "Property") in violation of the City Code for the entire duration of his tenure on the City Planning Commission, specifically by renting an accessory dwelling unit ("ADU") separately from the principal dwelling on the Property without a special land use permit and/or by renting out an individual room rather than renting out the entire dwelling unit under a single contract.

This matter was reviewed with the City Council. It was also reviewed with Chairman Manns. It was suggested that I present the factual findings to the Planning Commission so that the Planning Commission is aware and can have a discussion, as a learning and improvement opportunity, of how to avoid such issues in the future.

Factual Background

Commissioner Bagierek acquired his property at 610 Lake Street in September of 2017. The Property contains a principal dwelling with two bedrooms along with a garage containing a second floor ADU that is connected to the principal dwelling by a covered breezeway. Granicus records show that the property was listed as STR on hosting sites in October 2017 with documented stays beginning that month and continuing thereafter (Exhibit A, Granicus Listing).

A. APPLICATIONS AND APPROVALS FOR THE PROPERTY

The City sent Commissioner Bagierek an enforcement letter for an unlicensed STR in December of 2021 (attached as Exhibit B), prompting Commissioner Bagierek to apply for an STR certificate for the Property under the City's previous zoning STR regulations, which was issued in June of 2022. The STR application submitted by Commissioner Bagierek indicated that it was for a 4- bedroom unit with a maximum occupancy of 8 people. (Exhibit C, STR Certificate Application). This occupancy would only be possible if both the principal dwelling and ADU were rented as an STR. Commissioner Bagierek was appointed to the City Planning Commission on December 12, 2022.

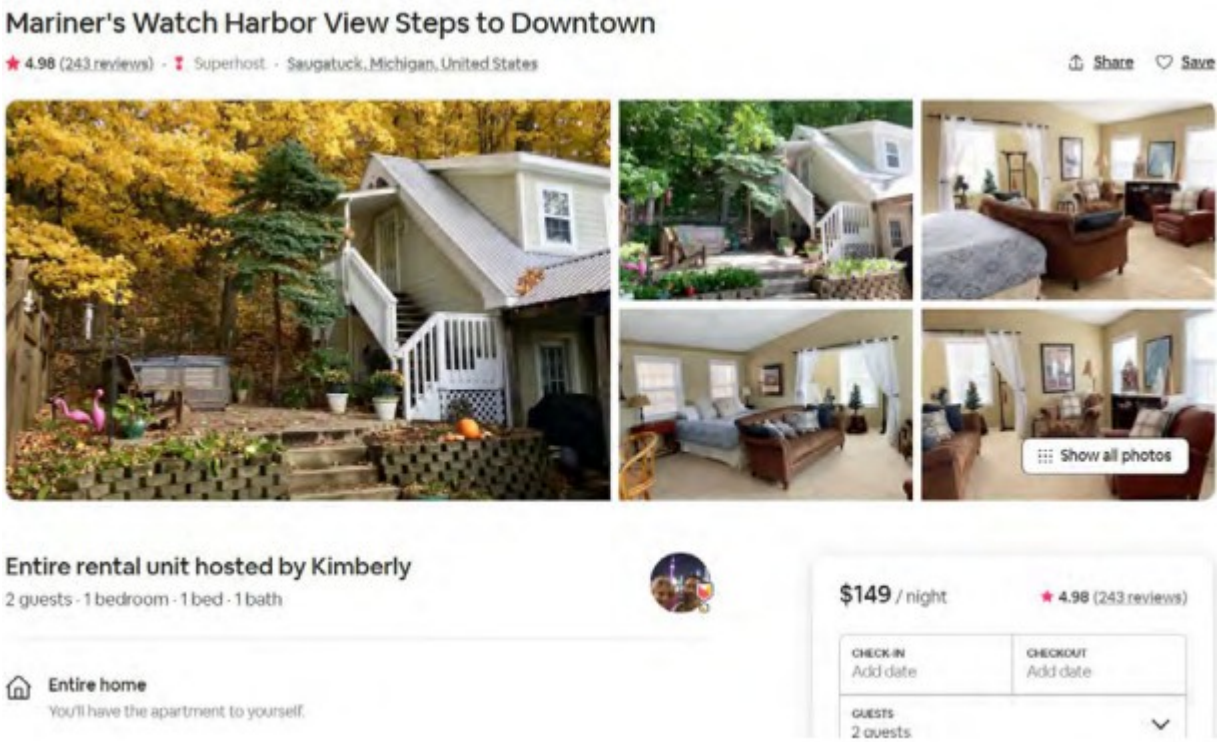
Commissioner Bagierek submitted an application for an STR license under the City's new STR regulations on October 14, 2025. Unlike the 2022 STR certificate application, the STR license application listed a proposed occupancy of only two guests. (Exhibit D, 2025 STR License Application and ADU SLU Application). Concurrently with the STR license application, Commissioner Bagierek also applied for a special land use permit to rent the attached ADU separately from the principal dwelling on the Property. A few neighbors voiced objections to the application, which prompted the City Manager to examine the rental history of the Property via Granicus along with the City approvals that had previously been issued for the Property.

B. CITY CODE VIOLATIONS

Upon reviewing the available records for the Property, it appeared that the ADU had been rented separately from the principal dwelling for some time. When the STR certificate was issued for the Property in 2022, the City's ADU zoning regulations relevantly provided: "The rental of an accessory dwelling unit independently from the rental of the single-family detached dwelling on the same parcel shall be prohibited without receiving special land use approval from the Planning Commission." In addition, the City's STR regulations stated: "In no event shall the owner of the short-term rental unit or their agent rent solely an individual room in the short-term rental unit to a person, family, or other group of persons, nor shall the renter of the dwelling so sublet any room. All dwelling units rented for short term use shall be fully rented under a single contract." Under these provisions, the ADU could not be rented separately unless a special land use permit was issued by the Planning Commission. Further, even if the ADU was considered part of the principal dwelling, it would have been unlawful to rent that portion of the dwelling out separately from the rest of the Property.

It is unclear from the City's records whether Commissioner Bagierek ever rented out the entire Property under a single contract. BS&A records for the Property show a homestead

date of September 30, 2017, and that a principal residence exemption is still being claimed. When the City sent Commissioner Bagierek a violation letter for an unlicensed STR in 2021, the letter included a screenshot of the STR listing for the Property, which advertised an "entire rental unit" with a single bedroom and occupancy for two guests, stating: "you'll have the entire apartment to yourself."



The oldest STR listings available through Granicus are from March of 2024, which likewise advertise an "entire rental unit" containing a single bedroom and occupancy for two guests. (Exhibit E, March 2024 AirBnB Listing). The March 2024 listing describes the available rental space as "an apartment that is completely separate from the main house." (Exhibit F, "About this Space" Excerpt). Archived AirBnB listings show substantially the same description of the Property from March of 2024 to the present.

C. INITIAL DISCUSSION WITH COMMISSION BAGIEREK

The City Attorney briefly spoke to Commissioner Bagierek on the morning of November 20, 2025, the date the Planning Commission was scheduled to hear his special land use application. When asked about the potential zoning violation, Commissioner Bagierek responded that he did not necessarily consider the dwelling over the garage to be an ADU, as it was connected to the principal dwelling unit (in his words, it was "all under one roof"),

and that he believed that he had just been renting one of the rooms in his home. Commissioner Bagierek stated that it was not until the Planning Commission approved a special land use permit for an attached rental ADU on Mason Street a few months prior that he realized that there was such a thing as an attached ADU and that special land use approval was required. Commissioner Bagierek indicated that he decided to wait until his STR certificate expired so the STR renewal and special land use application could be processed at the same time.

The Planning Commission approved Commissioner Bagierek's special land use permit application on November 20, 2025. Commissioner Bagierek appropriately abstained from any deliberation or voting on the application and instead presented the request to the Commission. During his presentation, Commissioner Bagierek indicated that he had rented out the whole property, "but with what happened with STRs and our usage currently we're looking to go to just the apartment."

D. ADU REGULATIONS AND PERMITTING

At all relevant times, the City's zoning regulations contemplated and provided special regulations for attached ADUs.

A review of the Planning Commission's meeting minutes during Commissioner Bagierek's service show that the Planning Commission was heavily involved in ADUs, including in issuing numerous special land use permits for ADUs (both attached and detached) rented separately from a principal dwelling. Each time these special land use applications were before the Planning Commission, City Staff and the City Planner would provide a report analyzing the applicable regulations under the City Code.

Some key Planning Commission meetings are summarized below:

- **April 20, 2023.** The Planning Commission holds a public hearing on a special land use permit for a rented ADU at 245 Spear Street, which was submitted by Russ Gardner, who served as the City Council representative on the Planning Commission at that time. Commissioner Bagierek moves to table the request pending clarification on dimensional requirements related to the ADU.

- **May 18, 2023.** The Planning Commission approves the special land use permit for the rented ADU at 245 Spear Street. Commissioner Bagierek votes in favor of the request.

The Planning Commission also approves a special land use permit for a rented ADU at 703 Pleasant Street. The ADU at issue, like Commissioner Bagierek's ADU, is located above a garage. During deliberations, Commissioner Bagierek discloses that he lives three houses west and down the hill from 703 Pleasant Street. The Planning Commission, by majority vote, determines that no conflict of interest exists related to Commissioner Bagierek's proximity to the subject property. The application is unanimously approved.

- **July 11, 2023.** Commissioner Bagierek sends an email to the City's STR Task Force regarding the Task Force's anticipated discussion of issues related to STRs and ADUs. (Exhibit G, 7/11/23 Correspondence). Commissioner Bagierek's email states: "My opinion is that the "owner operator" type (where owner lives on the property) have the least nuisance infraction history. Because they have a representative on the property not just in the area. Yet, some of these places have the biggest hurdle to certification. An ADU requires a special land use. I'm not sure why that is important."

- **February 15, 2024.** Extensive discussion of the City's ADU and STR regulations as the Planning Commission holds a public hearing and contemplates updates to both. At this meeting, the Zoning Administrator and City Planner explain the distinction between attached and detached ADUs and the different regulations pertaining to the same with the Planning Commission.

  The Zoning Administrator also clearly explains that the existing and updated ADU regulations both require a special land use permit to rent an ADU separately. The meeting minutes summarize this explanation as follows: "The current requirements that both an ADU and single-family dwelling be rented under a single contract, or the owner occupy the home and receive special land use approval to rent the ADU separately remain unchanged. Not renting the ADU and single-family home separately also remains unchanged."

  The Planning Commission, the Zoning Administrator, City Planner, and the City Attorney discuss whether to retain the special land use requirement for rented ADUs for nearly half an hour. On multiple occasions, Commissioner Bagierek advocates against this requirement, but the Planning Commission ultimately determines to leave this requirement intact. At no point during these deliberations

does Commissioner Bagierek disclose that he has an ADU on his property being rented separately from the principal dwelling without special land use approval.

- **April 18, 2024.** The Planning Commission approves a special land use permit for a rented ADU at 831 Holland Street. The rented ADU is a garage with a second floor living space, similar to Commissioner Bagierek's ADU. Commissioner Bagierek votes in favor of approving the request.

- **December 2, 2024.** The Planning Commission discusses updates to the special land use requirements for ADUs to enable nonconforming ADUs to be rented upon receiving special land use approval. The meeting minutes note: "To obtain a short-term rental license, ADUs must meet special land use approval standards."

  The Planning Commission also considers an application for a special land use permit for a rented ADU at 515 St Joseph Street, which is located behind the principal dwelling and above a garage, but the Planning Commission decides to delay the decision pending the updates to the ADU regulations. Commissioner Bagierek is present and participates in both of these agenda items.

- **December 19, 2024.** The Planning Commission continues deliberations on revising the special land use requirements for rented ADUs. The Planning Commission also considers an application for a special land use permit for a rented ADU at 306 Mary Street (located above a garage behind the principal dwelling) but again votes to postpone this decision until the ADU regulations are updated. Commissioner Bagierek is present and participates in both of these agenda items.

- **January 16, 2025.** The Planning Commission approves amendments to the special land use requirements for rented ADUs. These amendments do not change the requirement that an ADU rented separately from a principal dwelling must receive special land use approval.

- **February 20, 2025.** The Planning Commission considers a request for a special land use permit for a rented ADU at 450 Spear Street but decides to table the request (along with the other pending ADU requests) until the updates to the ADU regulations take effect.

  The Planning Commission also votes to approve a special use permit for a rented ADU at 991 Ridgeview Lane, which is for an attached ADU located above a garage

that is connected to the principal dwelling by an enclosed breezeway—very similar to Commissioner Bagierek's ADU. Commissioner Bagierek is present and votes in favor of both agenda items.

- **March 20, 2025.** The Planning Commission approves four special land use permits for rented ADUs. In addition to the previously tabled requests for 515 St Joseph Street, 306 Mary Street, and 450 Spear Street, the Planning Commission also approves a special land use permit for a rented ADU at 825 Bridge Street. Commissioner Bagierek is present and votes on all of these applications.

- **August 21, 2025.** The Planning Commission approves a special land use permit for a rented attached ADU at 204 Grant Street. Commissioner Bagierek is present and votes in favor of this request.

E. CITY MANAGER DISCUSSIONS WITH CHAIRMAN MANNS AND COMMISSIONER BAGIEREK

Contacts with Chairman Manns

On December 10, I spoke to Chairman Manns on the phone. I explained to him that I was asked to share a legal opinion regarding a matter involving a member of the Planning Commission. I advised him that I would be e-mailing him the report and that City Council has asked for him and me to meet with Commissioner Bagierek to discuss the report. I told Chairman Manns that he did not have to agree with what was in the legal opinion, he could form his own opinion and views, and that I would be seeking his perspective to share with the City Council. I then sent Chairman Manns a copy of the legal opinion and asked that once he had a chance to read and digest, that he let me know so we could set up a meeting.

On December 17, I met with Chairman Manns in my office in order to prepare for our meeting with Commissioner Bagierek. During our meeting, Chairman Manns advised that he had a discussion about ADU regulations with Commissioner Bagierek in September or October. During that conversation, Chairman Manns stated that due to the lack of applications, it may now be a good time to conduct another review of whether to remove the special land use requirements for renting ADUs. Chairman Manns explained that this was a frequent topic of discussion for the Planning Commission as every application that came before them was approved without issues and the Commission was questioning whether renting an ADU needed to go through a more extensive special land use review process. Commissioner Bagierek told him that

there would be another application coming for his own property and that he did not want the regulations changed at that time because some may view it as the regulations changing for him.

Meeting with Chairman Manns and Commissioner Bagierek

On December 19, I met with Chairman Manns and Commissioner Bagierek in my office. I did not share a copy of the legal opinion with Commissioner Bagierek but advised Commissioner Bagierek that we were following up on his special land use application to rent his ADU. I explained how the concerns were discovered, that a legal opinion was prepared and reviewed by City Council, and that City Council did not take any action on the matter but suggested it would be helpful for Chairman Manns and I to meet with him.

Commissioner Bagierek explained that he does not have an ADU on his tax records. He stated his wife handles the rental and that when purchasing the home, the prior owners didn't disclose any particular short-term rental requirements. He stated in 2021 he and his wife received a letter from Cindy Osman who was the Zoning Administrator at the time. The letter stated they were renting without a STR certificate. He went on to explain that he and his wife met with Ms. Osman and explained that at times they rent the entire property and at other times rent out space above their garage, which was attached to the home. He explained that when the area above the garage was rented, they occupied a separate "owner area". He stated Ms. Osman told them how to rent the property and that they needed a STR certificate for the whole property and didn't need separate certificates. They applied and received a STR certificate to rent out the property.

Commissioner Bagierek stated they use two online listings for their property. One is for the entire property and the other is just for the space above the garage. The one for the entire property is used when he and his wife go on vacation. Commissioner Bagierek expressed that he believed that occupying and closing off the "owner area" and renting out the space above the garage was still renting out the entire property. Commissioner Bagierek advised the "owner area" was the entire principal dwelling. We discussed that both STR certificate and license regulations prohibited renting just a room. We also discussed that the license regulations did clarify that an owner could still be on site, but that the intent was for the renter to still have access to the entire property (kitchen, living spaces, etc) except for something like a bedroom. Both Commissioner Bagierek and Chair Manns did not recall the owner clarification being added in.

Without raising the specific example, Commissioner Bagierek offered that when Council Member Gardner's special land use application to rent an ADU came before the Planning Commission there were some questions about it. He stated that Council Member Gardner talked with him and asked how he rented his property and Commissioner Bagierek told him he didn't have an ADU. Commissioner Bagierek explained that one of the requirements for an ADU is to not have separate utilities and his ADU and home have separate gas bills, so he didn't believe he had an ADU.

Commissioner Bagierek stated his garage and living space above is attached to his home by a covered walkway. He explained that his prior research showed that all detached ADUs are shown that way on their tax records. He explained that if you check "GIS" it shows this information and it did not show an ADU on his property. I pulled up the public BS&A website and Commissioner Bagierek confirmed that when he stated "GIS" that the BS&A system that I showed him was what he was referring to. I pulled up Commissioner Bagierek's property and we reviewed what was listed. It showed two separate "residential" buildings. One was for a single-story building that is 1,196 square feet and Commissioner Bagierek confirmed that it was his single-family dwelling. The second residential building is shown as two stories with 672 square feet of floor area and 768 square feet of garage. Commissioner Bagierek confirmed that is the garage and space above. We looked at two additional properties with known accessory dwelling units and both of them also showed the accessory dwelling units as being a separate residential building. Commissioner Bagierek explained that he hasn't viewed the records in some time but back in 2023 the records were labeled as accessory dwelling units and don't appear to be so any longer.

Commissioner Bagierek stated that after the August special land use approval for 204 Grand, he realized there were attached ADUs. Commissioner Bagierek went on to explain that following the meeting, he had a quick conversation with previous Zoning Administrator, Luke Thompson. He stated they reviewed his property and determined there was not an ADU on his property at 610 Lake according to the "GIS" info.

I advised Commissioner Bagierek that Mr. Thompson's last day with the City was at the end of July and that I covered the Zoning Administrator role in August. I asked if he may have spoken to Mr. Thompson about his property at another time and he thought it was actually in July. I asked him what would have prompted that discussion and he did not recall but believed it would have been something related to accessory dwelling units. I pulled up the meeting minutes and reviewed them with Commissioner Bagierek and we could not find notes related to ADUs, but Commissioner Bagierek and Chairman Manns

advised it's not uncommon for there to be mention of upcoming cases and that may have been what occurred as 204 Grand was scheduled for the following month.

I asked Commissioner Bagierek if he remembered the special land use application from 991 Ridgeview to rent out their ADU. I showed him the plans from the February 2025 Planning Commission packet which showed a single-family dwelling next to a garage with an ADU above it and connected by an enclosed breezeway. Commissioner Bagierek believed they had separate buildings. I showed him the Zoning Administrator report from that meeting packet which identified it as an "attached accessory dwelling unit". Commissioner Bagierek stated he did not remember it being attached and "my bad".

During the meeting Commissioner Bagierek still expressed some disagreement on whether he in fact does have an ADU on his property and asked if he could build one. We discussed what makes something an ADU and all agreed Commissioner Bagierek has an ADU on the property. I explained that it is questionable whether it's attached as defined by the zoning ordinance but that there isn't a specific connection definition in the ordinance. I also explained that a property can only have one ADU and he could not build another.

Commissioner Bagierek did confirm the conversation that he had with Chairman Manns that he would be submitting a special land use application to rent an ADU and that he did not want the appearance of the regulations changing around the same time he was applying.

Commissioner Bagierek confirmed that he has completed the Michigan State University Extension Citizen Planner courses.

Call with Luke Thompson

On December 19, I made contact with Luke Thompson, who was the City's Zoning Administrator from August 2024 – July 2025. Mr. Thompson stated he did not recall having a conversation with Commissioner Bagierek about whether he had an ADU on his property. Mr. Thompson added that if the conversation did happen, he didn't know if he would remember as he had a lot of conversations and it had been several months. He also added that he was "very comfortable" with the STR and ADU regulations and would have given Commissioner Bagierek correct information.

Planning Commission Discussion Questions

The following questions are provided to assist the Planning Commission in having a discussion about how to avoid such issues in the future. Again, the purpose of this report is to be a learning and improvement opportunity.

- Understanding and Clarity of Regulations
    - Do Planning Commissioners see areas of confusion in the City's ADU and STR regulations that could be improved?
    - Are there specific terms or concepts that would benefit from clearer definitions in the Zoning Ordinance or STR regulations?

- Reliance on Records and Informal Guidance
    - To what extent should Planning Commissioners rely on:
        - BS&A / GIS records
        - Tax classifications
        - Prior informal conversations with staff or others
    - What steps should Commissioners take when records, listings, or physical conditions appear inconsistent with zoning definitions?
    - If there is uncertainty about a property's use or other zoning matters, how should this be handled?

- Disclosures and Perception
    - What best practices should guide voluntary disclosure by Commissioners when they own property subject to regulations frequently reviewed by the Planning Commission?
    - Should there be clearer expectations for Commissioners to raise potential personal compliance issues proactively, even if they believe they are operating lawfully?

- Training and Ongoing Education
    - Are there specific trainings that would be beneficial for Planning Commissioners?

- Lessons Learned
    - What are the key lessons the Planning Commission should take away from this situation?
    - What actions can the Planning Commission commit to that will help prevent similar issues in the future?

LEGAL REVIEW:
This report was shared with the City Attorney. The City Attorney will be at the meeting to help answer any questions.

SAMPLE MOTION:
N/A.

EXHIBIT A

Rental Unit Record

610 Lake St, Saugatuck, MI 49453, USA

Active ●
Identified ✓
Compliant ✓

PRINT

Listing(s) Information

Airbnb - 21028471 | Flipkey - 2280336.404









Matched Details

Analyst BU2G

Explanation

This STR listing points directly to this home. A listing on zillow confirms this as the correct address for this rental property. The proof below includes matches for the exterior, the studio, and the kitchen.

Listing Photos | **Matching 3rd Party Sources**

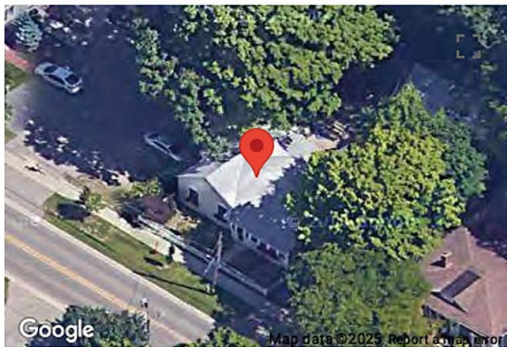

=

same exterior

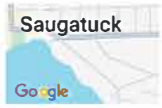

=

same studio

Rental Unit Information







Identified Address

610 Lake St, Saugatuck, MI 49453, USA

Identified Unit Number

None

Identified Latitude, Longitude

42.653608, -86.198344

Parcel Number

5751405000

Owner Name

BAGIEREKCHRISTOPHER

Owner Address

POBOX1104
null, null null, US

Registration / Permit Number

CSTR-210105

Timeline of Activity

View the series of events and documentation pertaining to this property

1 Documented Stay
November, 2025


=


same kitchen (has been updated)

Zip Code Match

City Name Match

Listing Details

Listing URL	– https://www.airbnb.com/rooms/21028471
Listing Status	● Active
Host Compliance Listing ID	– air21028471
Listing Title	– Mariner's Watch w/harbor views
Property type	– apartment
Room type	– entire_home
Listing Info Last Captured	– Nov 17, 2025
Screenshot Last Captured	– Nov 10, 2025

Information Provided on Listing

Contact Name	– Kimberly
Latitude, Longitude	– 42.653700, -86.198320
Minimum Stay (# of Nights)	– 2
Max Sleeping Capacity (# of People)	– 2
Max Number of People per Bedroom	– 2.0
Number of Reviews	– 477
Last Documented Stay	– 11/2025

Listing Screenshot History

View Latest Listing Screenshot

September 1 | October 1 | November 2

- 4 Documented Stays
  October, 2025
- 3 Documented Stays
  September, 2025
- 7 Documented Stays
  August, 2025
- 8 Documented Stays
  July, 2025
- 5 Documented Stays
  June, 2025
- 3 Documented Stays
  May, 2025
- 1 Documented Stay
  April, 2025
- 3 Documented Stays
  March, 2025
- 4 Documented Stays
  February, 2025
- 5 Documented Stays
  January, 2025
- 2 Documented Stays
  December, 2024
- 3 Documented Stays
  November, 2024
- 4 Documented Stays
  October, 2024
- 4 Documented Stays
  September, 2024
- 7 Documented Stays
  August, 2024
- 7 Documented Stays
  July, 2024
- 5 Documented Stays
  June, 2024
- 5 Documented Stays
  May, 2024
- ✓ Listing air21028471 Identified
  April 29th, 2024
- 4 Documented Stays
  April, 2024
- ✓ Listing fli2280336-404 Identified
  April 23rd, 2024
- 4 Documented Stays
  March, 2024
- ● Listing air21028471 Reposted
  March 19th, 2024
- 3 Documented Stays
  February, 2024
- 2 Documented Stays
  January, 2024
- 3 Documented Stays
  December, 2023
- 2 Documented Stays

November, 2023

5 Documented Stays
October, 2023

6 Documented Stays
September, 2023

7 Documented Stays
August, 2023

7 Documented Stays
July, 2023

✕ Listing air21028471 Removed
June 26th, 2023

6 Documented Stays
June, 2023

5 Documented Stays
May, 2023

7 Documented Stays
April, 2023

3 Documented Stays
March, 2023

4 Documented Stays
February, 2023

4 Documented Stays
January, 2023

4 Documented Stays
November, 2022

6 Documented Stays
October, 2022

5 Documented Stays
September, 2022

11 Documented Stays
August, 2022

8 Documented Stays
July, 2022

7 Documented Stays
June, 2022

4 Documented Stays
May, 2022

10 Documented Stays
April, 2022

8 Documented Stays
March, 2022

6 Documented Stays
February, 2022

8 Documented Stays
January, 2022

4 Documented Stays
December, 2021

1 Documented Stay
November, 2021

10 Documented Stays
October, 2021

9 Documented Stays
September, 2021

5 Documented Stays
August, 2021

6 Documented Stays
July, 2021

4 Documented Stays
June, 2021

7 Documented Stays
May, 2021

6 Documented Stays
April, 2021

6 Documented Stays
March, 2021

8 Documented Stays
February, 2021

8 Documented Stays
January, 2021

13 Documented Stays
December, 2020

6 Documented Stays
November, 2020

8 Documented Stays
October, 2020

8 Documented Stays
September, 2020

6 Documented Stays
August, 2020

2 Documented Stays
July, 2020

3 Documented Stays
June, 2020

2 Documented Stays
March, 2020

4 Documented Stays
February, 2020

4 Documented Stays
January, 2020

6 Documented Stays
December, 2019

7 Documented Stays
November, 2019

5 Documented Stays
October, 2019

8 Documented Stays
September, 2019

1 Documented Stay
August, 2019

2 Documented Stays
July, 2019

5 Documented Stays
June, 2019

6 Documented Stays
May, 2019

5 Documented Stays

April, 2019

5 Documented Stays
March, 2019

5 Documented Stays
February, 2019

4 Documented Stays
January, 2019

3 Documented Stays
December, 2018

5 Documented Stays
November, 2018

6 Documented Stays
October, 2018

6 Documented Stays
September, 2018

4 Documented Stays
August, 2018

5 Documented Stays
July, 2018

2 Documented Stays
June, 2018

3 Documented Stays
May, 2018

3 Documented Stays
April, 2018

5 Documented Stays
March, 2018

3 Documented Stays
February, 2018

Listing air21028471 First Crawled
February 13th, 2018

4 Documented Stays
January, 2018

4 Documented Stays
December, 2017

4 Documented Stays
November, 2017

1 Documented Stay
October, 2017

Listing air21028471 First Activity
October 21st, 2017

Listing fli2280336-404 Removed
August 12th, 2017

Listing fli2280336-404 First Crawled
November 13th, 2016

Listing fli2280336-404 First Activity
November 13th, 2016

EXHIBIT B

12/08/2021

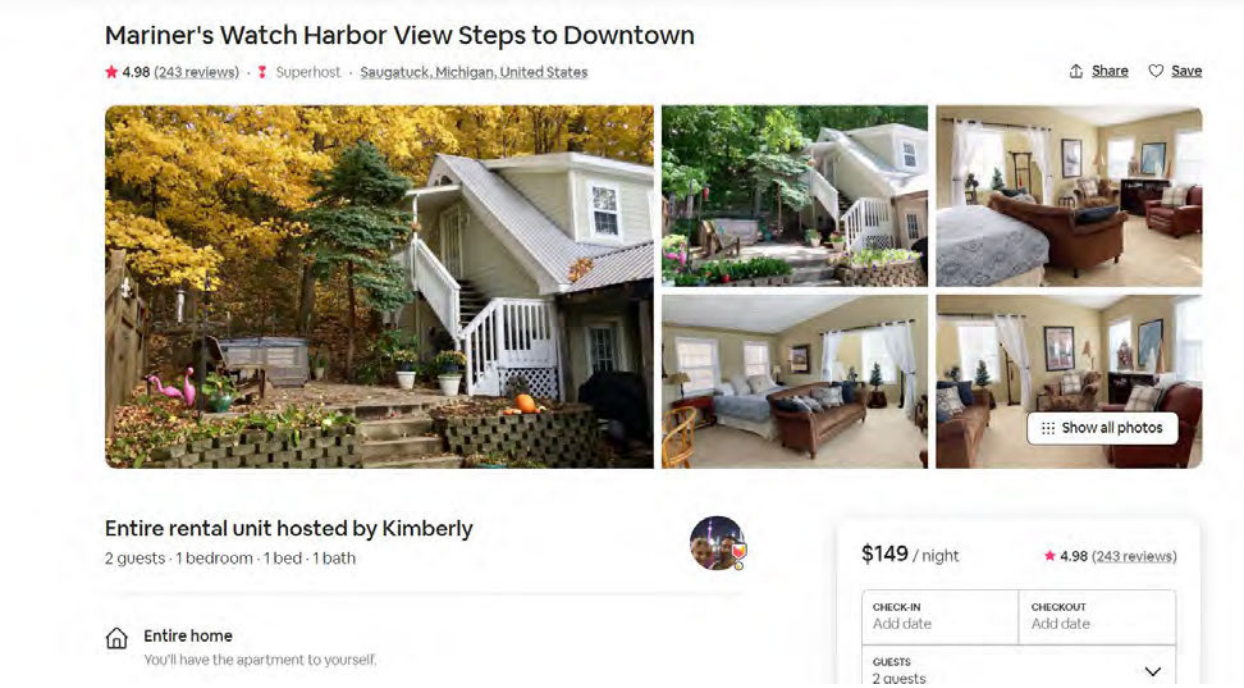
BAGIEREK CHRISTOPHER
PO BOX 1104
SAUGATUCK, MI 49453

RE: 610 LAKE ST

Dear CHRISTOPHER BAGIEREK:

As you may know, the City of Saugatuck requires that all short term rental properties be registered with the City before they are rented. In order to ensure that you have the proper certificate in place, please fill out the enclosed registration application and check list, and submit it with payment of $250.00 to this office without delay.

Below is a snapshot of the unregistered rental unit as listed on AirBnB.



If you feel that you have received this letter in error, or no longer rent or manage this property, please contact me without delay so I can update my records. **Renting without a certificate in place is an ordinance violation and may result in additional fees or penalties, or your rental unit may be shut down.**

****PLEASE REMEMBER –**Section 150.30(F)(2)(c) requires rental signs to be mounted to the surface of the structure or placed in window. Yard signs placed in front of the structure on the lawn are not permitted.

Should you have any questions please do not hesitate to contact me at cindy@saugatuckcity.com or 269-857-2603.

Respectfully,

Cindy Osman
Zoning Administrator
City of Saugatuck

Steps in the Registration Process

1. Complete this Registration Application.
2. Submit this application with the registration fee $250.00 to Saugatuck City Clerk. (Certification is valid for a 3 calendar year period.)
3. Fire Department will be informed of your application and will contact you (or your agent) to set-up a mutually convenient time for the inspection.
4. The Fire Department will notify the City when the property meets the inspection guidelines.
5. Upon notification from the Fire Department, City will send owner (or agent) a Registration Certificate.

LOCATION INFORMATION

APPLICATION NUMBER ____ - _____

Property Address _____ Parcel Number

PROPERTY OWNER'S INFORMATION

Name _____ Address / PO Box

City _____ State _____ Zip _____ Phone

E-Mail _____

I hereby authorize that the agent as listed below is authorized to make this application for short-term rental as my agent and we agree to conform to all applicable laws and regulations of the City of Saugatuck. I additionally grant City of Saugatuck staff or authorized representatives thereof access to the property to inspect the property as needed.

Signature Date

RENTAL AGENCY / LOCAL CONTACT INFORMATION (IF APPLICABLE)

Agency Name _____ Contact Name

Address / PO Box _____ City

State _____ Zip _____ Phone _____ Fax

E-Mail _____

CONTACT AND OTHER INFORMATION

Who should be contacted to set up the Fire District inspection? Owner ☐ Rental Agent ☐

Who is the primary contact for questions from the City? Owner ☐ Rental Agent ☐

How many off-street parking spaces are available for renters? _____

Number of bedrooms_____ Sleeps how many?_____

LOCAL EMERGENCY CONTACT PHONE NUMBER _____ **ALTERNATE**_____

I have read and understand the City of Saugatuck's Single Home Short-Term Rental Ordinance

Property Owner's Name (Please Print)

_____

Property Owner's Signature Date Signed

For Use By City:	**Application Received** __/__/__	**Fire Dist. Notified** __/__/__	**Fire Dist. Approved** __/__/__	**Approved Occupant Load:** _____

EXHIBIT C

City of Saugatuck
EST. 1868

Steps in the Registration Process

1. Complete this Registration Application.
2. Submit this application with the registration fee $250.00 to Saugatuck City Clerk. (Certification is valid for a 3 calendar year period.)
3. Fire Department will be informed of your application and will contact you (or your agent) to set-up a mutually convenient time for the inspection.
4. The Fire Department will notify the City when the property meets the inspection guidelines.
5. Upon notification from the Fire Department, City will send owner (or agent) a Registration Certificate.

LOCATION INFORMATION

APPLICATION NUMBER ____ - _____

Property Address 610 Lake St Parcel Number _____

PROPERTY OWNER'S INFORMATION

Name Christopher Baglerek Address / PO Box 610 Lake ST PO Box 1104

City Saugatuck State MI Zip 49453 [redacted]

E-Mail [redacted]

I hereby authorize that the agent as listed below is authorized to make this application for short-term rental as my agent and we agree to conform to all applicable laws and regulations of the City of Saugatuck. I additionally grant City of Saugatuck staff or authorized representatives thereof access to the property to inspect the property as needed.

Signature [signature] Date 12/13/2021

RENTAL AGENCY / LOCAL CONTACT INFORMATION (IF APPLICABLE)

Agency Name _____ Contact Name _____

Address / PO Box _____ City _____

State _____ Zip _____ Phone _____ Fax _____

E-Mail _____

CONTACT AND OTHER INFORMATION

Who should be contacted to set up the Fire District inspection? Owner ☑ Rental Agent ☐

Who is the primary contact for questions from the City? Owner ☑ Rental Agent ☐

How many off-street parking spaces are available for renters? 4

Number of bedrooms 4 Sleeps how many? 8

Kim Baglerek CJ Baglerek

LOCAL EMERGENCY CONTACT PHONE NUMBER [redacted] ALTERNATE [redacted]

I have read and understand the City of Saugatuck's Single Home Short-Term Rental Ordinance

Property Owner's Name (Please Print) Christopher J Baglerek

Property Owner's Signature [signature] Date Signed 12/13/2021

For Use By City:	Application Received __/__/__	Fire Dist. Notified __/__/__	Fire Dist. Approved __/__/__	Approved Occupant Load: _____

EXHIBIT D

RECEIVED

OCT 14 2025

CITY OF SAUGATUCK

SHORT-TERM RENTAL LICENSE RENEWAL APPLICATION

Steps to Renew Existing License

Short-term rentals owned by corporate entities or trusts must submit updated documentation each year showing that the interest, composition, membership, or ownership in said corporation or trust has not changed so as to constitute a transfer as defined in the ordinance. Aside from the renewed fire safety checklist, fire inspection, and updated ownership documentation, the license holder or local agent shall only be required to submit new information with the application for renewal when that application information has changed since the last application was filed with the City.

1. Fully complete this STR Renewal Application and submit along with the annual license fee of $525.00.
2. City Staff will review the application, and all previously submitted documentation for completeness.
3. The Fire Department will be notified and will contact you (or your agent) to schedule an inspection.
4. The Fire Department will notify the City when the Dwelling unit meets the inspection guidelines. If the property fails inspection, the applicant must pay $150.00 to the City of Saugatuck for each reinspection.
5. Upon approval, the City will issue a Short-Term Rental License which will be valid for 1 year.

Property Information

License holder: Kim & CJ Baglerek	License Number: CSTR-210105
Address: 610 Lake St	Parcel Number: 57-511-MEA-00
Requested Occupant Load: 2	Off-Street Parking Spaces: 8
Number of Trash Receptacles: 1 + 1 basement	Number of Recycling Receptacles: 1

Type of Dwelling Unit: ☒ Single Family ☐ Accessory Dwelling ☐ Multi-Family

Checklist – PROVIDE IF DIFFERENT FROM LAST APPLICATION OR AS NOTED

- ☐ Documentation showing the owner's valid tenancy, ownership, or other legal interest in the proposed short-term rental premises, which may include, but is not necessarily limited to, a deed, land contract, or lease agreement. **REQUIRED ANNUALLY FOR CORPORATION OR TRUST**
- ☐ Floorplan drawing that includes the number of bedrooms or sleeping areas intended to be occupied as part of the short-term rental.
- ☐ Drawing of the premises that includes all buildings on the premises and the location where all parking will be provided.
- ☐ Documentation showing that the dwelling unit has been insured as a rental dwelling.

For Use by Fire Department	Fire Dept. Notified	Fire Dept. Approved	Max Occupancy
			196

Owner Information

Ownership Type (select one)

- [x] Personal
  - Name of Person(s):
- [ ] Trust
  - Name of Trust:
  - Identify all beneficiaries and trustees of the trust (use additional sheet if necessary):
    1. Beneficiary/Trustee:
    2. Beneficiary/Trustee:
    3. Beneficiary/Trustee:
    4. Beneficiary/Trustee:
    5. Beneficiary/Trustee:
- [ ] Corporate Entity
  - Name of Corporate Entity:
  - Identify all current members of the Corporate Entity and their percentage ownership interests in the corporation or other entity (use additional sheets if necessary):

Member:	% Ownership:
Member:	% Ownership:
Member:	% Ownership:
Member:	% Ownership:
Member	% Ownership:

Address: 610 LAKE ST PO Box 1104 SAUGATUCK MI 49453

Phone: [redacted]

E-mail: [redacted]

Owner Attestation:

- The dwelling unit will be operated in conformance with all applicable requirements of Chapter 99.5

Owner Signature: Kimberly Bagnuck Date: 10/13/2025

License Holder Information

Applicant (Select all that apply):	☒ Owner Kimberly Bagiezek ☐ Other Christopher Bagiezek
Applicant Name:	
Applicant Address:	610 Lake St PO Box 1104 Saugatuck MI 49453
Applicant Phone:	[redacted]
Applicant E-mail:	[redacted]

Owner Approval of Another Applicant:

- I grant authority to the applicant to act on my behalf to request a license under Chapter 99.5 of the City's Code of Ordinances.

Owner Signature:	Kimberly Bagiezek	Date: 10/13/2025

Local Agent Information

If the owner or license holder does not qualify as, or does not desire to be, a local agent, then the license holder shall designate a local agent. A local agent must reside or maintain a physical place of business within a 25-mile radius of the short-term rental. The local agent shall be knowledgeable about the premises and accountable for responding to the premises 24 hours per day, 7 days per week, 365 days per year.

Designated Local Agent	☒ Owner ☐ Other
Agent Name:	
Agent Address:	
Agent Phone:	
Agent E-mail:	

Approval of Agent:

- I designate the local agent above and authorize the local agent to act as my agent for any acts required of the license under Chapter 99.5.

License Holder or Owner Signature:	Kimberly Bagiezek	Date: 10/13/2025

Attestation

By signing this application, I attest to all of the following:

- Chapter 99.5 has been reviewed.
- The contents of this application are true and will be promptly updated if any of the information in this application changes. I understand that including false, incorrect, or misleading information on an application is grounds for suspension or revocation of a license.
- The dwelling unit will be operated in conformance with all applicable requirements of Chapter 99.5. I understand a license may be suspended or revoked for non-compliance.
- **I understand the license holder and/or local agent has the duty to remedy any violation** of Chapter 99.5 and the City's Noise Ordinance, as set forth in Section 94.04 of the City Code, by the occupants and visitors of a short-term rental. Upon receiving notice of the violation, the license holder and/or local agent shall ensure that the violation is remedied **within two (2) hours** of receipt of such notice.
- I understand that the owner, license holder, and/or local agent is at all times responsible for obtaining all applicable local, state, and federal licenses, permits, and approvals, and that the issuance of a City short-term rental license in no way excuses compliance with any other applicable local, state, or federal laws, rules, regulations, or codes.
- I understand this is an application, not a license, and that an application does not convey a property right. **I understand that if a license is issued under Chapter 99.5, it shall remain in effect for a period of one (1) year from the date it was issued** unless it is suspended or revoked by the City. I further understand that **the application fee is non-refundable**.
- I understand I may apply for a renewed license by submitting a renewal application to the enforcing officer no later than thirty (30) days prior to the date that my license is set to expire, along with the license renewal fee established by the City's fee schedule, and that if a complete renewal application has not been timely submitted or my previous license expires, my premises cannot be used as a short-term rental until a new license is issued.
- **I understand that short-term rental licenses are non-transferable**, and that my license shall become void upon the attempted transfer of a license or transfer of ownership of the dwelling unit for which the license is issued. I understand that in the event of an unauthorized transfer, a new license must be obtained by the new owner of the dwelling unit from the City before short-term rentals may be resumed. I understand that a "transfer" includes the following:
    - Any transfer, sale, change in ownership, or other conveyance of a short-term rental license to a person or entity other than the owner or license holder;
    - Any transfer, sale, change in ownership, or other conveyance of the premises;
    - Any transfer, sale, change in ownership, or other conveyance of an interest or membership in the corporate entity which is the owner of the premises or the short- term rental license; or
    - Any change in the trustee(s), beneficiary, or beneficiaries of the trust which is the owner of the premises or the short-term rental license.

Owner Signature: Kimberly Bagnell	Date: 10/13/2025
License Holder Signature: Kimberly Bagnell	Date: 10/13/2025
Local Agent Signature:	Date:

Rental Inspection Checklist

This is a summary checklist to ensure compliance with Fire and Life Safety codes. The entire International Fire Code 2015 edition may be referenced if other violations are found.

Please ensure compliance with the entire checklist PRIOR to scheduling your fire safety inspection. Violations found upon initial inspection may require a re-inspection and additional fees.

1. Recreational fires shall not be conducted within 25 feet of a structure or combustible material (IFC 307.4.3)

2. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction. *Exceptions: LP-gas cooking devices having LP-gas container with a water capacity not greater than 1 pound (0.454 kg) LP-gas capacity. (IFC 308.1.4)*

3. Storage of combustible materials shall be separated from heaters or heating devices by a distance or shielding so that ignition cannot occur. Maintain a minimum 36" clearance on all sides of fuel fired appliances to storage of combustibles. (IFC 315.3)

4. Fire Safety Plans shall be posted on each floor level of the structure adjacent to the main egress travel path and shall include the following information: (IFC 404)
    a. The procedure for reporting a fire or other emergency. (*ie: Call 911, there is a fire at 123 Main St. or there is a medical emergency at 123 Main St.*)
    b. Current address and location of occupancy.
    c. Floor Plans identifying the locations of the following:
        i. Exits
        ii. Primary evacuation routes
        iii. Secondary evacuation routes
        iv. Portable fire extinguishers
    d. Identification and assignment of personnel responsible for emergency contact and maintenance of systems. (Local representative)

5. Address must be installed so it is visible from the road fronting property with 4" minimum letters and numbers. *(Green Reflective 911 Address Signs mounted at road fronting property and visible from both directions of travel are recommended.)* (IFC 505.1)

6. Portable unvented fuel-fired heating equipment is prohibited. (IFC 603.4)

7. Electrical hazards shall be abated. (Cover plates intact, no open wiring junction boxes) (IFC 605.1)

8. Electrical Panels require a minimum 30" clear working space provided in front of the panel. No storage of any materials shall be within the 30" clear designated space. (IFC 605.3)

200

9. Extension cords shall not be a substitute for permanent wiring. Ensure there are NO extension cords within the occupancy. (*Approved UL listed surge protectors may be utilized)* (IFC 605.5)

10. Holes in walls, ceilings, and doors must be repaired to maintain the fire resistance rating of the barrier. (IFC 703.1)

11. Portable Fire Extinguishers of a 2A10BC minimum rating must be installed and mounted on an approved hanger within the egress path on each level of the structure. (IFC 906)

12. Portable Fire Extinguishers require annual maintenance by an approved fire protection contractor. (IFC 906)

13. Smoke Alarms are required to be installed in every sleeping room and outside of every sleeping room, in all mechanical rooms, and in every room in the path of the means of egress. In addition, there must be a smoke alarm on each level of the structure including basements. Interconnected smoke alarms may be required. (IFC 907.2)

14. Carbon Monoxide alarms shall be installed on each level of the structure. They shall be installed outside of the sleeping areas where sleeping occurs. (Carbon Monoxide alarms are not required if the home contains NO fuel fired appliances and utilizes only electric heat and cooking devices.) (IFC 1103.9)

15. Minimum dimensions of egress windows shall be 24" in height, and 20" in width. The bottom of the clear window opening shall not be more than 44" measured from the floor. Non-compliant windows shall be replaced or rooms will not be utilized for sleeping. (IFC 1030)

16. Exits shall be maintained free of obstructions including ice and snow at all times. (IFC 1031)

17. Basements and attached garages shall be free of flammable liquid storage. (ie: solvent, thinners, oil paints, gasoline, propane, etc.) (IFC 5704)

By signing below, I the property owner acknowledge completion of the checklist and have ensured that the structure meets all of the required fire and life safety code requirements as a condition of the rental permit application.

Rental Property Street Address: 610 LAKE ST

Property Owner's Printed Name: KIM & CJ BAGIERSK Date: 10/13/2025

Property Owner's Signature:

Application Fee: $1,000
Escrow Deposit: $2,000

RECEIVED

OCT 14 2025

CITY OF SAUGATUCK

Special Land Use Application

City of Saugatuck Zoning Code: https://codelibrary.amlegal.com/codes/saugatuck/latest/saugatuck_mi/0-0-0-4355

LOCATION INFORMATION

Address 610 Lake St

Parcel Number 0357-514-050-00

APPLICANTS INFORMATION

Name Kimberly Bagert Address / PO Box 610 Lake St PO Box 1104

City Saugatuck State MI Zip 49453

Interest In Project Owner E-Mail [redacted]

I agree the statements made in this application and submitted plans are true, and if found not to be true, any zoning permit that may be issued may be void. Further, I agree to comply with the conditions and regulations provided with any permit that may be issued. I understand that this application will not be processed until it is deemed complete and the required fees and escrow deposit (if applicable) are paid. Further, I agree the permit that may be issued is with the understanding all applicable sections of the City of Saugatuck Zoning Ordinance and all other applicable laws, ordinances and regulations will be complied with. Finally, I understand this is a zoning permit application (not a permit) and that a zoning permit, if issued, does not include any representation or conveyance of rights in any other statute, building code, fire code, deed restriction or other property rights.

Signature Kimberly Bagert Date 10/13/2025

OWNERS INFORMATION (IF DIFFERENT FROM APPLICANTS)

Name _____ Address / PO Box _____

City _____ State _____ Zip _____ Phone _____

E-Mail _____

I hereby authorize the applicant listed above to make this application for proposed work as my agent. I agree the statements made in this application and submitted plans are true, and if found not to be true, any zoning permit that may be issued may be void. Further, I agree to comply with the conditions and regulations provided with any permit that may be issued. Further, I agree the permit that may be issued is with the understanding all applicable sections of the City of Saugatuck Zoning Ordinance and all other applicable laws, ordinances and regulations will be complied with. I additionally grant City of Saugatuck staff or authorized representatives thereof access to the property to inspect conditions, before, during, and after the proposed work is completed. Finally, I understand this is a zoning permit application (not a permit) and that a zoning permit, if issued, does not include any representation or conveyance of rights in any other statute, building code, fire code, deed restriction or other property rights.

Signature _____ Date _____

CONTRACTORS/ DEVELOPERS INFORMATION (UNLESS PROPOSED WORK IS TO BE DONE BY THE PROPERTY OWNER)

Name _____ Contact Name _____

Address / PO Box _____ City _____

State _____ Zip _____ Phone _____ Fax _____

E-Mail _____

License Number _____ Expiration Date _____ 202

PROPERTY INFORMATION

Depth _____ Width_____Size _____ Zoning District_____Current Use Single Family

Check all that apply:

Waterfront_____Historic District__X__Dunes _____ Vacant _____

PROJECT DESCRIPTION (ATTACH MORE SHEETS IF NECESSARY)

Special Land Use Application

SITE PLAN REQUIREMENTS (SECTION 154.061)

A) Applications for preliminary site plan approval shall consist of the following information unless waived by the Zoning Administrator.

Y	N	NA	
☐	☐	☒	Property dimensions
☐	☐	☒	Significant vegetation
☐	☐	☒	Water courses and water bodies, including human-made surface drainage ways
☐	☐	☒	Existing public right-of-way, pavements and/or private easements
☒	☐	☐	Existing and proposed uses, buildings, structures and parking areas
☐	☐	☒	Zoning classification of abutting properties
☐	☐	☒	The name, address and telephone number of the person and firm who prepared the site plan, and the date on which it was prepared
☐	☐	☒	A north arrow

B) Applications for final site plan approval shall consist of the following information unless waived by the Zoning Administrator. One (1) paper copy of a final site plan (no greater than 11" x 17") and one (1) digital copy, at a scale of not less than one inch equals ten feet, shall include:

Y	N	NA	
☐	☐	☒	Dimensions of property of the total site area,
☐	☐	☒	Contours at 2-foot intervals
☐	☐	☒	Locations of all buildings
☐	☐	☒	Other structures on adjacent properties within 100 feet of the property, including those located across the street from the property
☐	☐	☒	Parking areas
☐	☐	☒	Driveways
☐	☐	☒	Required and proposed building setbacks
☐	☐	☒	Location of abutting streets and proposed alignment of streets, drives and easements serving the development, including existing rights-of-way and pavement widths;
☐	☐	☒	Location, screening, dimensions and heights of proposed buildings and structures, such as trash receptacles, utility pads and the like, including accessory buildings and uses, and the intended uses thereof. Rooftop or outdoor appurtenances should also be indicated, including proposed methods of screening the equipment, where appropriate;
☐	☐	☒	Location and dimensions of parking areas, including computations of parking requirements, typical parking space dimensions, including handicapped spaces, and aisle widths;
☐	☐	☒	Proposed water supply and wastewater systems locations and sizes;
☐	☐	☒	Proposed finished grades and site drainage patterns, including necessary drainage structure. Where applicable, indicate the location and elevation of the 100-year floodplain;
☐	☐	☒	Proposed common open spaces and recreational facilities, if applicable;
☐	☐	☒	Proposed landscaping, including quantity, size at planting and botanical and common names of plant materials;
☐	☐	☒	Signs, including type, locations and sizes;

- ☐ ☐ ☒ Location and dimensions of all access drives, including driveway dimensions, pavement markings, traffic-control signs or devices, and service drives;
- ☐ ☐ ☒ Exterior lighting showing area of illumination and indicating the type of fixture to be used.
- ☐ ☐ ☒ Elevations of proposed buildings drawn to an appropriate scale shall include:
  1. Front, side and rear views;
  2. Heights at street level, basement floor level, top of main floor, top of building, and if applicable, height above water level; and
  3. Exterior materials and colors to be used.
- ☐ ☐ ☒ Location, if any, of any views from public places to public places across the property;
- ☐ ☐ ☒ Location, height and type of fencing; and
- ☐ ☐ ☒ The name and address of the person and firm who drafted the plan, the seal of the professional responsible for the accuracy of the plan (licensed in the state) and the date on which the plan was prepared.

STANDARDS FOR SPECIAL LAND USE APPROVAL (SECTION 154.082)

Please respond to how the request will meet each of the following standards for special land use:

(1) How will the location, size, height and intensity of the principal and/or accessory operations, compatible with the size, type and kind of buildings, uses and structures in the vicinity and on adjacent property?

Existing structure

(2) How will the proposed request consistent with, and will promote the intent and purpose of this chapter?

Existing structure

(3) How will the proposed request compatible with the natural environment and will it conserve natural resources and energy?

Existing structures

(4) How will the proposed request consistent with existing and future capabilities of public services and facilities?

Existing structure

(5) How will the proposed request protect the public health, safety and welfare as well as the social and economic well-being of those who will use the land use or activity, residents, businesses and landowners immediately adjacent and the city as a whole?

Existing structures

(6) How will the proposed request create any hazards arising from storage and use of inflammable fluids?

FIRE INSPECTION REQUESTED SEPERATELY. PASSED PREVIOUSLY

(7) How will the proposed request not be in conflict with convenient, safe and normal vehicular and pedestrian traffic routes, flows, intersections and general character and intensity of development? In particular:

(a) Will the property be easily accessible to fire and police?

EXISTING STRUCTURE

(b) Will measures be taken as to not create or add to any hazardous traffic condition?

EXISTING STRUCTURE

(8) How will the proposed request be of such a design and impact that the location and height of buildings, the location, nature and height of walls, fences and the nature and extent of landscaping on the site not hinder or discourage the appropriate development and use of adjacent land and buildings or impair the value thereof?

EXISTING STRUCTURE

(9) How will the nature, location, size and site layout of proposed request be a harmonious part of the district in which it is situated taking into account, among other things, prevailing shopping habits, convenience of access by prospective patrons, the physical and economic relationship of one type of use to another and characteristic groupings of uses of the district?

EXISTING STRUCTURE

(10) How will the location, size, intensity and site layout be such that operations will not be objectionable to nearby dwellings, by reason of noise, fumes, pollution, vibration, litter, refuse, glare or flash of lights to an extent which is greater than would be operations of any use permitted by right for that district within which the special land use is proposed to be located?

EXISTING STRUCTURE

Special Land Use Application

STANDARDS FOR SITE PLAN APPROVAL (SECTION 154.063)

Please respond to each of the following questions by explaining how the proposed development will meet the standards for site plan approval:
*Note: Not all questions will apply for all requests.

(1) How will the elements of the site plan be harmoniously and efficiently organized in relation to topography, the size and type of lot, the character of adjoining property and the type and size of the buildings? Will the site be so developed as not to impede the normal and orderly development or improvement of surrounding property for uses permitted in this chapter?

EXISTING STRUCTURE

(2) How will the landscape be preserved in its natural state, insofar as practical, by removing only those areas of vegetation or making those alterations to the topography which are reasonably necessary to develop the site in accordance with the requirements of this chapter?

EXISTING STRUCTURE

(3) How will the site plan provide reasonable visual and sound privacy for all dwelling units located therein? How will fences, walks, barriers and landscaping shall be used, as appropriate, be used to accomplish these purposes?

EXISTING STRUCTURE

(4) How will all buildings or groups of buildings be arranged so as to permit necessary emergency vehicle access as required by the Fire Department?

EXISTING STRUCTURE

(5) How will there be provided a pedestrian circulation system which is separated from the vehicular circulation system. In order to ensure public safety, special pedestrian measures, such as crosswalks, crossing signals and other such facilities may be required in the vicinity of schools, playgrounds, local shopping areas and other uses which generate a considerable amount of pedestrian traffic? (All federal, state and local barrier free requirements shall be met.)

EXISTING STRUCTURE

(6) How will the arrangement of public or common ways for vehicular and pedestrian circulation be connected to existing or planned streets and pedestrian or bicycle pathways in the area? Will streets and drives which are part of an existing or planned street pattern serving adjacent development be of a width appropriate to the traffic volume they will carry and shall have a dedicated right-of-way equal to that specified in the City's land use plan?

EXISTING STRUCTURE

(7) How will all streets be developed in accordance with city specifications, unless developed as a private road?

EXISTING STRUCTURE

(8) How will appropriate measures be taken to ensure that removal of surface waters will not adversely affect neighboring properties or the public storm drainage system? Will provisions be made to accommodate storm water, prevent erosion and the formation of dust? The use of detention/retention ponds may be required. Surface water on all paved areas shall be collected at intervals so that it will not obstruct the flow of vehicular or pedestrian traffic, create puddles in paved areas or create erosion problems.

EXISTING STRUCTURE

(9) How will all loading and unloading areas and outside storage areas, including areas for the storage of trash, which face or are visible from residential districts or public thoroughfares, shall be screened by an opaque wall or landscaped screen not less than six feet in height? (See §§ 154.142 through 154.144).

EXISTING TRASH STORAGE IS NOT EXPOSED TO STREET VIEW

(10) How will exterior lighting be arranged so that it is deflected away from adjacent properties and so that it does not impede the vision of traffic along adjacent streets? Flashing or intermittent lights shall not be permitted.

EXISTING LIGHTING

EXHIBIT E


Mariner's Watch w/harbor views
4.97

EXHIBIT F

×

About this space

*****7 PERSON HOT TUB OPEN YEAR ROUND*****
Enjoy the fall colors while soaking in the hot tub!
Perfect couples getaway spot! Located in the Saugatuck Historic District, nestled against majestic maples, this hideaway has views of the harbor and just a short walk to the charm of both Downtown Saugatuck and Douglas! Spend your day browsing the many shops and galleries then come back and relax in seclusion.

The space

Second story unit has a kitchenette (no stove/oven but it does have a microwave, toaster oven, full fridge and electric skillet) with table and chairs. Vaulted ceilings, custom lighting, private entrance, high end furnishings and large closets complete this stunning apartment space. Hot Tub is open year round and exclusively for use of Mariners Watch guests. This space is dog friendly with an additional $100 pet fee, include your pet in the booking.
*Smoking of any kind is NOT allowed inside the apartment. Please respect our place. We provide an ashtray outdoors for smokers. You will be charged an extra cleaning fee of $100 if there is smoke smell of any kind upon checkout. Parking for one vehicle in private drive. Most Everything is walkable from our place!

Guest access

Guests will enjoy the comforts of an apartment that is completely separate from the main house. A set of lit wooden stairs leads to a second story private entrance into the kitchen of the apartment.

Other things to note

Saugatuck/Douglas offers a variety of indoor and outdoor activities to please the most discerning travelers. Saugatuck Dunes State Park, Oval Beach, and an array of scenic destinations are minutes away. Fine dining, shopping, and art galleries galore! There is something for everyone here!

EXHIBIT G

Jamie Wolters

From: Ryan Cummins
Sent: Tuesday, July 11, 2023 11:48 AM
To: Jamie Wolters
Subject: FW: STR task force correspondence

Hey Jamie,

Can you include this as correspondence in the next STR Task Force packet?

Thanks,
RC

-----Original Message-----
From: Badge <badge_cj@yahoo.com>
Sent: Tuesday, July 11, 2023 11:09 AM
To: Ryan Cummins <rcummins@saugatuckcity.com>; Holly Anderson <andersonholly616@gmail.com>
Subject: STR task force correspondence

I hope to be able to attend the next meeting and provide comment in person. Also wanted to get comments into the groups packet.

I found the discussion around the survey very insightful. I didn't feel it matched the tenor of all the meetings leading upto this point. The survey was called out for having a slant and lacked opportunities by some of the task force members so I am hopeful.

I think it lacked a basic question that I think might be helpful in directing the most impactful recommendations.

What issue is the biggest issue with STR's.
A. Nuisances issues (noise, parking, good neighbor issues) B. Transient community (2nd homes, snowbirds, investment homes) C. Enforcement of ordinances (existing or new) do we need more funding to facilitate.
D. Others specify.

This might identify the most immediate need.

Second issue that I would like to see taken up is the current ordinance. To review the ordinance to validate it is appropriate with current or foreseen conditions.

My opinion is that the "owner operator" type (where owner lives on the property) have the least nuisance infraction history. Because they have a representative on the property not just in the area. Yet, some of these places have the biggest hurdle to certification.

- An ADU requires a special land use. I'm not sure why that is important.
- 2nd second story requirement in some districts.

There is a current enforcement issue on a 1-1/2 story structure that likely has an easy fix. Street level/store front requirement for commercial use seems correct, but a rear 1-1/2 story property has fallen in a hole of the current ordinance.

I am a proponent for enforcement but I think those are 2 examples of current ordinance issues that may not jive with the goals when constructed.

Last point. Please consider the economic impact of your recommendations.this is such a big piece that I don't think has been fully considered. Multiple comments have been made from the public with the following gist.

"I know that saugatuck is a tourist town, but it is the locals or school year residents that support the businesses during the off season."

I find this a misunderstanding of our market. As a local I know the shops appreciate our patronage, but I am not deluded to think we would have our rich collection of shops and restaurants without tourists. And the tourists need STRs to be here.

Good luck with your continued investigations.

CJ Bagierek
Saugatuck

City Manager Report

March 23, 2026

Maple Street and Other Infrastructure Improvements

- The City and our partners+ held a preconstruction meeting with Schippers Excavating. A detailed schedule is forthcoming. When construction starts, we will be meeting every two weeks to review progress and discuss any concerns.
- A notice will be going out to Township and City property owners along Maple and in the cul-de-sacs. The notice will include the tentative start date and ask those interested in regular project updates to sign up with the DPW Project Coordinator. A general notice of the signup opportunity will also be sent to the City's e-mail list. Engineering and the construction project manager are planning on sharing weekly updates.
- The Water Street gate valve work is planned for this spring. This will involve some intersection closures and water service being interrupted. Engineering is checking to see if the work can be done at night to lessen impacts. Public Works, engineering, and KLSWA are coordinating a notice to downtown property owners that may be impacted. We know the disruption may be frustrating, but this work should avoid more impactful disruptions in the future.
- Our engineering team evaluated the Township request for a more proportional cost share for a few items (general conditions, pre-construction video survey, and traffic control). We are agreeable to some adjustments that will lessen some of the cost for the Township and increase some of ours.

Parking Improvements Task Force

- The packet for the Parking Improvements Task Force includes a lot of items that I would encourage the Council to also review and digest as time allows. Here is what is in the packet:
    - Survey Results, including open ended responses.
    - Stakeholder Interviews
    - Framing Saugatuck's Parking Challenges and Potential Remedies
    - Parking Inventory
    - Estimated Cost to Build and Operate a Parking Structure in Saugatuck
    - Paid Parking Considerations for Saugatuck
    - Wayfinding, Signage, and Communication Evaluation
- Packet link: https://www.saugatuckcity.com/uploads/1/3/3/9/133977444/pitf_4.7.26.pdf

Plastic Pellet Spill Cleanup

- EGLE continues to provide weekly updates to the managers of the tri-community as well as the tribal nations. Here is a quick summary from the latest update:
    - **Spill & Recovery Status**
        - Approximately 48,000 pounds of nurdles were being transported.
        - ~33,000 pounds recovered to date (including material from the trailer and roadside).
        - ~15,000 pounds remain unrecovered.
    - **Cleanup Progress**
        - Land-based cleanup is underway along an 11-mile corridor, using specialized mowing/vacuum equipment.
        - Effectiveness is weather-dependent, with better results in dry conditions.
        - The City of Holland completed street sweeping along M-40.
    - **Containment & Environmental Protection**
        - Coir logs and straw matting are being installed to prevent migration into waterways.
        - Vegetation near the river is currently helping contain material but will need removal for full cleanup.
        - Plans include vacuuming stormwater sumps and installing catch basin inserts.
    - **River Conditions**
        - Initial diver assessments (March 12) indicate minimal nurdles in the Kalamazoo River, pending EGLE review.
        - River and tributary cleanup will use manual netting methods to minimize sediment disturbance.
    - **Next Steps**
        - Updated cleanup work plan due to EGLE on March 18, 2026.
        - Cleanup efforts will continue as weather allows.
    - **Oversight Transition**
        - EGLE's Emerging Pollutants Section will now lead the response, focusing on longer-term management and microplastics analysis.
        - If anyone has seen any nurdles in the river or along the shoreline outside of the initial spill site; please contact Eddie Kostelnik (kostelnike@michigan.gov or 517-331-0122) and let him know what you have observed.

Michigan Municipal League Capitol Conference

- I attended the annual MML CapCon conference. A lot going on in Lansing this year with all state offices on the ballot. In addition to sitting in on house and senate sessions and a house transportation committee meeting, here are the sessions I attended:
    - League Legislative Team Breaks It Down & Legislator of the Year Awards
    - Networking Dinner
    - Legislative Breakfast

    - The Next Chapter: A Vision for Michigan (Governor Candidates)
    - Partnering for Progress: Municipal–Utility Collaboration and Michigan's 2023 Clean Energy Law Implementation
    - Networking Lunch
    - Turning Data into Decisions: The Power of Data-Driven Storytelling

Miscellaneous

- Attended further meetings to learn about a speed and traffic count product.
- Prepared for and attended Planning Commission meeting.
- Attended Logo and Branding Advisory Committee meeting.
- Attended Convention and Visitors Bureau Board meeting.
- Held one on one with Public Works Superintendent.
- Held one on one and six month review with Director of Planning and Zoning.
- Held one on one with City Treasurer.
- Held one on one with City Clerk.
- Held Department Head team meeting.

Jamie Wolters

From: Ryan Cummins
Sent: Tuesday, March 17, 2026 3:01 PM
To: Jamie Wolters
Subject: FW: Opportunity for learning

Council correspondence.

From: Jim Bouck <jamesbouck@protonmail.com>
Sent: Tuesday, March 17, 2026 7:12 AM
To: Holly Anderson <Holly@saugatuckcity.com>; Joe Clark <jclark@saugatuckcity.com>; Lauren Stanton <lstanton@saugatuckcity.com>; Chris Peterson <cpeterson@saugatuckcity.com>; Russ Gardner <Russ@saugatuckcity.com>; Scott Dean <sdean@saugatuckcity.com>; Gregory Muncey <Gregory@saugatuckcity.com>; Ryan Cummins <rcummins@saugatuckcity.com>; Grayson Moore <gmoore@saugatuckcity.com>
Subject: Opportunity for learning

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.

To: Saugatuck City Council

Date: March 16, 2026

From: James Bouck

638 Spear Street

Saugatuck, MI 49453

Subject : Planning Commission Opportunity For Learning

The Planning Commission package for March 19, 2026 details the extensive investigation of a planning commission member for infractions of multiple City Ordinances including Ethics, ADU Rental, Short Term Home Rental and references homestead credits claimed for a rental property. The investigation materials as presented indicate willful and

intentional disregard of City Ordinances and City Notifications of Violations and potentially State Law.

The Planning Commission Package does not indicate what, if any, corrections and / or penalties may be assessed! It appears these violations may get *swept under the rugs* at city hall!

My request is that City Council should investigate each potential violation and take immediate and appropriate actions.

I further suggest treating the investigations and resulting actions, if necessary, as two separate issues.

Issue Number One:

A Planning Commission member apparently willfully violated the City Ethics and Zoning Ordinances and has demonstrated Misfeasance, Malfeasance and Nonfeasance in that position.

Possible Remedy Per the Michigan Planning Enabling Act :

(9) The legislative body may remove a member of the planning commission for misfeasance, malfeasance, or nonfeasance in office on written charges and after a public hearing....

Issue Number Two:

Home owners likely willfully violated the Zoning Ordinances and potentially the homestead property tax credit law.

Possible Remedy:

Investigate each violation for enforcement actions and apply penalties to the fullest extent allowed

Thank you for your consideration.

Sent from Proton Mail for iOS.