



CITY COUNCIL MEETING AGENDA

December 9, 2024

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.

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)* **Pg.3**
 - A. Regular Meeting Minutes - November 25, 2024.
 - B. Change Order #1 to TMF Water Service Material Verification Agreement with Compton Inc.
 - C. Amendment to Comcast Franchise Agreement to Change Legal Name

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.

10. Staff Reports, Boards, Commissions & Committees: **Pg.32**

A. Staff Reports:

1. City Manager
2. Treasurer
3. Clerk
4. Planning and Zoning
5. Department of Public Works
6. Police
7. Engineer

B. Boards, Commissions & Committees:

102 Butler St. ★ PO Box 86 ★ (269) 857-2603 ★ www.SaugatuckCity.com

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. Wildlife Management Committee

11. Approval of Accounts Payable: (Roll Call) Pg.53

- A. Accounts Payable in the amount of \$163,045.08.

12. Public Hearings

13. Unfinished Business

14. New Business

- A. Amendment to Coghlin Park Policy (Roll Call) **Pg.60**
- B. Resolution 241209-A Approving 2025 Meeting Dates (Roll Call) **Pg.63**

15. Public Comments (Limit 3 minutes)

16. Correspondence: Pg.66

- A. Vacancies Notice

17. Council Comments

18. Adjourn (Voice Vote)



CITY COUNCIL REGULAR MEETING MINUTES - *Proposed*
November 25, 2024

The City Council met to have a Regular Council Meeting at City Hall.
102 Butler St., Saugatuck, MI 49453.

Call to Order:

The meeting was called to order by Mayor Anderson at 6:30 p.m.

Pledge of Allegiance.

Attendance:

Present: Mayor Anderson, Mayor Pro-Tem Stanton and Councilmembers Clark, Dean, Muncey, Peterson and Gardner.

Absent: None.

Others Present: City Manager Cummins, Attorney Jake Witte and Clerk Wolters.

Mayor Comments:

Mayor Anderson welcomed councilmember Peterson and expressed excitement about working together. She reminded everyone about the annual Christmas Tree Lighting event, scheduled for Friday at 7 PM, with an invitation extended to all Council members to participate. She commended the local middle and elementary schools for being recognized by *U.S. News & World Report* as among the top three in the state, highlighting it as a source of great pride for the community.

City Manager Comments:

City Manager Ryan Cummins congratulated the mayor on being selected for the position and Councilmember Peterson on her return. He was proud to hear the previous meeting council comments regarding the staff. Cummins shared his experience on his trip to India and Nepal, describing it as a refreshing and enlightening experience that offered appreciation for the community's resources. He noted the next workshop meeting agenda item will be discussion surrounding strategic planning. This includes reviewing the annual community survey, deciding on potential changes to survey questions, and considering whether to retain or modify the existing approach and facilitation. He thanked Scott Herbert for managing responsibilities during their absence, acknowledging the commendations Herbert received for his work and highlighting the staff's continued support.

Agenda Changes:

Motion by Stanton, second by Muncey to add the new Allegan County Commissioner as a guest speaker. Via voice vote, motion carried unanimously.

Guest Speakers:

Brian Lubbers, newly elected Allegan County Commissioner, District 3:

Commissioner Lubbers congratulated newly elected and re-elected City Council members and expressed appreciation for the opportunity to attend their first meeting as a new group. As a newly elected Commissioner, he provided an update, noting that changes are underway for the upcoming year, including the addition of two new Commissioners and the departure of the current Chairman, Jim Story, which will result in new leadership and a new Vice Chairman. He is committed to maintaining open communication and encourages council members to reach out via call, text, or email for assistance and clarified plans to attend the council's second monthly meeting. He concluded by reiterating his willingness to provide support and thanked them for their time.

Public Comment on Agenda Item Only:

Steve Manns, Weirich Dr.:

- Congratulated Scott, Lauren, Gregory, and Holly, noting they would miss Holly on the Planning Commission but were confident in Joe Clark's continued role as the council representative.
- Discussed the appointment of a new commissioner, recommending Auston, citing his law background and long-term commitment to the community as key factors.
- Mentioned that the Planning Commission's November meeting was rescheduled to December 2nd at 6:30 PM, aligning with the council's meeting time, and invited others to attend.

Consent Agenda:

A. Regular Meeting Minutes - November 12, 2024.

B. Resolution 241125-A – Authorizing City Officers to Act as Signatories on Behalf of The City.

C. Board/Commission/Committee Appointment – Planning Commission.

D. Change Order – 2024 Asphalt Repairs.

Motion by Stanton, second by Gardner to approve the consent agenda. Via roll call vote, motion carried unanimously.

Staff Reports, Boards, Commissions & Committees:

The City Manager, Treasurer, City Clerk, Director of Planning & Zoning, Department of Public Works and Engineer submitted status reports of current activities since the last regular council meeting on November 12, 2024, for their respective departments.

Fire District Administration Board, Dan Fox:

Recap from the fire board meeting held on November 18:

- Continued increase in calls, particularly EMS calls (44 calls in total).
- Most frequent calls: helping people get back on their feet (falls).
- Breakdown of calls by jurisdiction:
 - Saugatuck City: 23%
 - Douglas: 31%
 - Township: 46%

- Fire district response times have improved, with a decrease in average response time from the previous month.
- Consistent positive trend in response times compared to past years along with significant increase in call volume.
- Contracted ambulance service stationed at the fire district, providing 8-hour shifts most days, available for calls.
- The ambulance service's performance has been better than the previous provider, with faster response times in some areas.
- 69% of billed services have been successfully collected, amounting to approximately \$45,000, this revenue helps offset taxpayer costs.
- The board approved a collective bargaining agreement for the fire district's eight full-time employees, the agreement is under legal review.
- Additional costs for parades beyond basic support will be billed to the city.
- The TMA truck, designed to protect firefighters during road emergencies, was used for the first time on November 21st during a car fire on I-196. The truck was acquired with 85% public donations, amounting to \$211,000, with no taxpayer cost for the majority of the purchase.

Interurban Board, Councilmember Muncey:

- Ridership up by 11.82%, with Halloween carrying 11,165 riders for free (140 more than the prior year).
- All buses now have new E-pads, allowing drivers to communicate with passengers and other drivers. Positive feedback from drivers.
- New service to allow credit card transactions for bus rides, improving convenience for passengers.
- Approved budget of \$1,000,200 in revenues and \$1,225,000 in expenses (23% increase due to increased bus usage).
- Van Buren transportation requested to organize a "Two-Way Tuesday" event with trips to South Haven, Glen, Meijer and Walmart, potentially launching in 2025.

Kalamazoo Lake Sewer & Water Authority, Mark Bekken:

- Welcomed councilmember Clark, congratulated Anderson and Stanton on their new positions within the council and welcomed back Peterson.
- First year of participation in a EPA, DMR, QA study 44 and achieved 100% acceptability in the study's required parameters.
- Received the 2025 Wellhead Protection grant, funding research and protection activities for future well sites.
- Did not receive the Clean Water State Revolving Fund grant (highly competitive).
- 1 million gallon tank on Mount Ball Head inspected by drone, results expected in 4-6 weeks with no major issues expected until the next inspection cycle (2029-2031).
- Fluid leaks in two new stationary gas generators under warranty, currently being addressed.
- Two staff members took the S2 Eagle water distribution license exam. Continuing effort to license all field operators in water/sewer, with pay incentives for certifications.
- Pump failure at Lift Station 1 (Saugatuck) across from Peters Mill; \$46,000 repair approved. Backup pump in use at \$2,400/month cost. Replacement planned for 3 years out.
- Ongoing collaboration with Saugatuck Township on shared boundary water line issues, focusing on meter equivalent units for rate setting.
- Generator maintenance contract approved for 3 years.

- Approved \$45,950 repair for Lift Station 1 pump.
- Approved \$10,000 for CCTV sanitary sewer inspection project.

Kalamazoo Lake Harbor Authority: None.

Zoning Board of Appeals: Ryan Cummins noted that their meeting was canceled.

Historic District Commission, Councilmember Gardner: Next meeting is December 5, at 6pm.

Planning Commission, Councilmember Clark: Next meeting is December 2.

Parks & Public Works Committee, Mayor Pro-Tem Stanton: They are looking to reschedule the December 24 meeting.

Tri-Community Non-Motorized Trail Study Committee, Councilmember Dean: They met last week, and based on feedback from MDOT, they've been reviewing some revisions, particularly around the boardwalk area. As costs for the project are increasing, they are collaborating with the team at C2AE on a TIP amendment. This amendment will involve submitting a request for supplemental funding from MDOT to address the rising costs associated with the project. They will be actively pursuing this to ensure adequate funding for successful completion.

Water System Operations Contract Advisory Committee, Councilmember Gardner: There is a meeting scheduled for December 4th.

Wildlife Management Committee, Councilmember Dean:

The committee is currently developing a community survey to gather public input on deer management. The next meeting is scheduled for December 4 in Douglas at 6:00 PM. The meeting will feature a presentation by a DNR wildlife biologist, a local expert in southwest Michigan specializing in deer management in suburban and urban communities.

Approval of Accounts Payable:

Motion by Stanton, second by Clark to approve the accounts payable in the amount of \$258,537.55. Via roll call vote, motion carried unanimously.

Public Hearing: None.

Unfinished Business: None.

New Business:

Organization Meeting- Appointment of Council Members:

Motion by Dean, second by Stanton to appoint Lauren Stanton to the Parks and Public Works Committee, appoint Joe Clark to the Water and Sewer Systems Operations Contract Advisory Committee, reappoint Scott Dean to the Blue Star Trail Committee, and appoint Chris Peterson to the Harbor Authority. Via roll call vote, motion carried unanimously.

Public Comment:

Joe Leonatti, Allegan St.: He encouraged everyone to exercise restraint and conduct themselves responsibly during the Christmas Parade coming up.

Correspondence: None.

Council Comments:Mayor Anderson:

Wished all a Happy Thanksgiving and cheered on the Lions.

Mayor Pro-Tem Stanton:

She welcomed Auston Marineau to the Planning Commission, expressing enthusiasm for his contributions to the team and she welcomed back Peterson. Mayor Pro-Tem Stanton shared excitement about joining the Parks and Public Works Committee, highlighting her passion for the work and appreciation for the team's hands-on approach to projects. Thanksgiving wishes were extended to all, with a special mention of the upcoming tree lighting ceremony, which is anticipated to be another enjoyable event.

Councilmember Clark:

He wished all a Happy Thanksgiving and gave a warm welcome to returning Councilmember Peterson. The holiday decorations around town were commended for their beauty and impact. Appreciation was extended to everyone involved in making the decorations a success. A welcome was also extended to Auston, the newest member of the Planning Committee. Additionally, a heartfelt acknowledgment was given to the town's first responders. A recent personal experience involving a medical emergency with a family member highlighted their swift and professional actions, which ensured a positive outcome.

Councilmember Dean:

He recognized and welcomed Chris Peterson back to the council. He wished all a Happy Thanksgiving. Everyone is blessed to live in this community, and he is grateful.

Councilmember Gardner:

Councilmember Gardner welcomed Peterson to the council and Auston to the Planning Commission, expressing enthusiasm about working with both. He detailed conversations with Mayor Holly Anderson on November 12 regarding council dynamics, the nomination process for mayor, and the need to update the city's ethics policy, which hasn't been revised since 2008. During the calls, the mayor made unsubstantiated claims about a past tax issue involving the speaker, later emailing a court records link. Gardner clarified that the case, from 2003 and 2006, was dismissed and irrelevant to his role. He raised concerns about the mayor's actions, calling them unbecoming, though not illegal, and stressed the importance of updating the ethics policy to prevent similar incidents. Gardner highlighted the need for a study committee to revise the policy, addressing areas such as social media guidelines and electronic communications. He urged the council to act, ensuring ethical governance and transparency. Gardner expressed gratitude for the opportunity to serve, extending holiday wishes, and noting his absence from the tree lighting due to prior commitments.

Councilmember Muncey:

He wished all a Happy Thanksgiving, encouraging them to enjoy the holiday weekend, and have fun around the table. Reminded all about the upcoming tree lighting event at Wicks Park, scheduled for 6:00 PM, with festivities beginning earlier at 5:00–5:30 PM. Santa Claus is expected to make an appearance, and children can visit with him before the official countdown. Milk Pond Realty will be

providing cookies and hot chocolate for attendees, adding to the festive atmosphere. The Saugatuck Christmas Carol will take place on December 13, 14, 15, 20, 21, and 22. This marks the 38th year of the beloved community production, featuring local volunteers and families who have participated over the decades. Residents were encouraged to attend and support the event. Tickets can be purchased at saugatuckchristmascarol@ludus.com and additional information can be found on their Facebook page.

Councilmember Peterson:

She reviewed past meeting minutes to understand why efforts to update the ethics policy haven't moved forward. Having such a policy would allow council to address issues constructively and avoid the division we see now. She stands with Gardner in advocating for an updated ethics policy to ensure accountability and transparency. She noted it is an honor to serve on the council, she looks forward to working with her peers. She will miss the tree lighting due to a trip to Chicago, it's always a wonderful event that shows the spirit of the community. She wished everyone in Saugatuck a Happy Thanksgiving.

Adjournment:

Motion by Stanton, second by Muncey to adjourn the meeting. Upon voice vote, motion carried unanimously. Mayor Anderson adjourned at 7:38 p.m.

Respectfully Submitted

Jamie Wolters, City Clerk



City Council Agenda Item Report

FROM: Ryan Cummins - City Manager

MEETING DATE: December 9, 2024

SUBJECT: Change Order #1 to TMF Water Service Material Verification Agreement with Compton Inc.

DESCRIPTION:

The City was awarded a \$221,600 Technical, Managerial, and Financial (TMF) grant to physically verify lead service lines for the Michigan Department of Environment, Great Lakes and Energy's required final Distribution System Materials Inventory (DSMI).

Compton Inc. was selected as the contractor to perform the work. Compton Inc. has made good progress in completing the work and the first DSMI report has been submitted to EGLE. Fleis and Vandenbrink is requesting that the substantial completion date be extended out to April 1st for the following reasons:

- With work completed to date and remaining dollars, we can add additional curb stops to the list and get more investigations than we originally anticipated.
- The bid price does not include potholing through frozen ground and, as it gets colder, there is concern about finishing the project this year.

Attached is the requested change order. The change would reduce the Compton agreement by \$9,757.50 but we will have additional engineering costs for the additional work which will offset it. All of this is reimbursable through the grant. City Engineer, Jon Moxey, has advised the work will restart as soon as the frost is out of the ground which is estimated to be in March. Mr. Moxey advised the remaining work will be outside the road, so there shouldn't be a significant traffic impact.

BUDGET ACTION REQUIRED:

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

LEGAL REVIEW:

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

SAMPLE MOTION:

Motion to approve change order #1 to the TMF Water Service Material Verification agreement with Compton Inc.

CHANGE ORDER NO. 1

Owner: City of Saugatuck
Engineer: Fleis & VandenBrink Engineering
Contractor: Compton Inc.
Project: TMF Water Service Material Verification
Contract Name: N/A
Date Issued: 12/09/2024

Owner's Project No.: N/A
Engineer's Project No.: 865910
Contractor's Project No.: N/A

Effective Date of Change Order: 12/10/2024

The Contract is modified as follows upon execution of this Change Order:

Description:

1. Quantity Update.
2. Extend substantial completion and final completion into the Spring.

Attachments:

Change Order Breakdown Spreadsheet is attached.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 166,140	Original Contract Times: Substantial Completion: October 11, 2024 Ready for final payment: October 25, 2024
~~[Increase]~~ ~~[Decrease]~~ from previously approved Change Orders No. N/A to No. N/A: \$ -0-	~~[Increase]~~ ~~[Decrease]~~ from previously approved Change Orders No. N/A to No. N/A Substantial Completion: - Ready for final payment: -
Contract Price prior to this Change Order: \$ 166,140	Contract Times prior to this Change Order: Substantial Completion: October 11, 2024 Ready for final payment: October 25, 2024
~~[Increase]~~ Decrease-this Change Order: \$ 9,757.50	Increase- ~~[Decrease]~~ this Change Order: Substantial Completion: 172 Days Ready for final payment: 172 Days
Contract Price incorporating this Change Order: \$ 156,382.50	Contract Times with all approved Change Orders: Substantial Completion: April 1, 2025 Ready for final payment: April 15, 2025

Recommended by Engineer (if required)
By: Peter Tierney, P.E.
Title: Project Manager
Date: 11/27/2024

Authorized by Contractor
James Dotson
Project Manager
11/27/2024

Authorized by Owner
By: _____
Title: _____
Date: _____

City of Saugatuck
TMF Water Service Material Verification
Change Order Breakdown



Project No.: 865910
By: PMT
Date: 11/27/2024

Item No.	Item Description	Unit	Original Contract			Change Order No. 1		Current Contract	
			Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount
1	Mobilization, Max 10%	LSum	1.00	\$ 20,000.00	\$ 20,000.00		\$ -	1.00	\$ 20,000.00
2	Temporary Traffic Control	LSum	1.00	\$ 5,150.00	\$ 5,150.00		\$ -	1.00	\$ 5,150.00
3	Pothole Corporation Stop	Ea	65.00	\$ 300.00	\$ 19,500.00	2.00	\$ 600.00	67.00	\$ 20,100.00
4	Pothole Public-Side Curb Stop Box	Ea	4.00	\$ 250.00	\$ 1,000.00		\$ -	4.00	\$ 1,000.00
5	Pothole Both Public & Private-Side Curb Stop Box	Ea	179.00	\$ 265.00	\$ 47,435.00	59.00	\$ 15,635.00	238.00	\$ 63,070.00
6	Pothole Private-Side Curb Stop Box	Ea	63.00	\$ 150.00	\$ 9,450.00	5.00	\$ 750.00	68.00	\$ 10,200.00
7	Remove & Replace Concrete Driveway	Syd	30.00	\$ 83.00	\$ 2,490.00	(30.00)	\$ (2,490.00)	0.00	\$ -
8	Remove & Replace Concrete Sidewalk	Syd	30.00	\$ 74.00	\$ 2,220.00	(12.50)	\$ (925.00)	17.50	\$ 1,295.00
9	Remove & Replace HMA Roadway	Syd	390.00	\$ 75.00	\$ 29,250.00	(180.00)	\$ (13,500.00)	210.00	\$ 15,750.00
10	Remove & Replace HMA Driveway	Syd	30.00	\$ 75.00	\$ 2,250.00	(26.00)	\$ (1,950.00)	4.00	\$ 300.00
11	Surface Restoration	Syd	738.00	\$ 15.00	\$ 11,070.00	(268.50)	\$ (4,027.50)	469.50	\$ 7,042.50
12	In-Home Verification	Ea	653.00	\$ 25.00	\$ 16,325.00	(154.00)	\$ (3,850.00)	499.00	\$ 12,475.00
					\$ 166,140.00	\$ (9,757.50)		\$ 156,382.50	



City Council Agenda Item Report

FROM: Ryan Cummins, City Manager

MEETING DATE: December 9, 2024

SUBJECT: Amendment to Comcast Franchise Agreement to Change Legal Name

DESCRIPTION:

In 2017, the City entered into the attached Uniform Video Service Local Franchise Agreement with Comcast of California/Connecticut/Michigan. Comcast sent the attached letter advising “[t]hat entity’s cable system assets and liabilities are being transferred to its wholly owned subsidiary, Comcast of Connecticut, Inc.”.

Comcast is requesting an amendment to the existing agreement to change the legal name.

Staff recommends approval.

BUDGET ACTION:

N/A. Financial terms of the agreement remain the same.

LEGAL REVIEW:

Legal reviewed and will be at your meeting to answer questions.

SAMPLE MOTION:

Motion to approve the amendment to the Uniform Video Service Local Franchise Agreement with Comcast of California/Connecticut/Michigan to change the legal name to Comcast of Connecticut, Inc.



November 20, 2024

Mr. Ryan Cummings, Manager
City of Saugatuck
102 Butler St, P.O. Box 86
Saugatuck, MI 49453

Re: Legal Entity Adjustment

Dear Mr. Cummings:

I am writing to you today about an internal company consolidation that we are undertaking to streamline our cable corporate organization. Comcast of California/Connecticut/Michigan is the legal entity that is named in the cable franchise with your community. That entity's cable system assets and liabilities are being transferred to its wholly owned subsidiary, Comcast of Connecticut, Inc.

This is purely an internal organizational change and has no impact to you as the franchisor or to the customers we serve in your community. Comcast of Connecticut, Inc. will acquire all of the obligations and rights of its predecessor legal entity under the franchise agreement with your community and will fully comply with those obligations.

Please feel free to contact me should you have any questions or concerns. Thank you in advance for your assistance.

Sincerely,

Brian Sapita
Senior Manager, Government Affairs
Comcast, Heartland Region
1401 E. Miller Rd.
Lansing, MI 48911

Enclosure

ATTACHMENT 2

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant to 2006 Public Act 480) (Form must be typed)

Affected Franchise Agreement(s):) City of Saugatuck and Comcast of California/Connecticut/Michigan

Date: November 20, 2024

Type of Change (*Check one*): ☒ Amended ☐ Termination ☐ Transfer

Current information on record:

Applicant's Name: Comcast of California/Connecticut/Michigan		
Address 1: 41112 Concept Dr.		
Address 2:		Phone: 248-233-4700
City: Plymouth	State: MI	Zip: 48170
Federal I.D. No. (FEIN): 84-1140461		

For Amended Agreement(s):

Agreement that is being Amended: City of Saugatuck and Comcast of California/Connecticut/Michigan

Types of Amendments:

A. Change in Legal Name or assume business name, etc: (Approval from Secretary of State must be attached.)

1. Existing Name: Comcast of California/Connecticut/Michigan
2. New Name: Comcast of Connecticut, Inc. (FEIN: 73-0776270)

~~B. Change in Principal Business Address or Name of Person Authorized to Receive Notice:~~

~~1. New Principal/business office address:~~

~~Address 1:~~	
~~Address 2:~~	
~~City, State, Zip:~~	
~~Email:~~	
~~Phone:~~	~~Fax:~~

~~2. New Name and Title of person authorized to receive notice:~~

~~Name:~~	~~Title:~~
~~Address 1:~~	
~~Address 2:~~	
~~City, State, Zip:~~	
~~Email:~~	
~~Phone:~~	~~Fax:~~

C. Increase/Decrease in the Territory:

1. Reason for the change:

2. Description of change:

3. List the new unit(s) and unincorporated area(s) to be served under this change:

D. Additional changes (please attach any additional changes that have been made, which have not been previously recorded in this Attachment):

For Termination:

Effective date of Termination:

Agreement associated with the Termination:

Identify the number of customers covered by the Agreement being terminated:

Identify the method used to notify the Franchising Entity of the termination of service (Attach a copy of the notification):

For Transfer of Agreement(s):

(A transfer will require the new franchise holder or new controlling parent company to complete the information for the "New Agreement Holder")

Name of Current Franchise Holder:

Contact Name:

Address 1:

Address 2:

City, State, Zip:

Email:

Phone:

Fax:

Federal I.D. No. (FEIN):

ATTACHMENT 2

Name of New Franchise Holder or controlling parent company as applicable:

Contact Name:

Address 1:

Address 2:

City, State, Zip:

Email:

Phone:

Fax:

Federal I.D. No. (FEIN):

Email:

Company executive officers:

Name(s):

Title(s):

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Describe the video service area footprint as set forth in Section 2(3)(e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

[Option A, for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B, for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

ATTACHMENT 2

~~[Option C, for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]]~~

Explain the transaction that defines the transferee as a successor in interest (Attachments are acceptable):

Effective date of Transfer:

(Per 2006 Public Act 480: A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer)

Agreement associated with the Transfer:

For All Applications:

Verification
(Provider)

I, Craig D'Agostini, of lawful age, and being first duly sworn, now state: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Craig D'Agostini, Vice President, Government & Regulatory Affairs

Signature:

Craig Bignanti

Date: November 20, 2024

(Franchising Entity)

City of Saugatuck, a Michigan municipal corporation

By _____

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date _____

INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq.*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

The forms shall meet the following requirements:

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. **"Attachment 2 - Uniform Video Service Local Franchise Agreement" is not required to be filed at this time unless it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement. (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)**
- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL.**
 1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a

FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.

3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

- Responses to all questions must be provided and must be amended appropriately when changes occur.
- All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
- The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.
- For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
- The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.
- For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "**Attachment 2 - Uniform Video Service Local Franchising Entity**" form, and send the form to the appropriate Franchising Entity.
- For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission
Attn: Video Franchising
6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909

Fax: (517) 284-8200

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 284-8190.

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.* (the "Act") by and between the City of Saugatuck, a Michigan municipal corporation (the "Franchising Entity"), and Comcast of California/Connecticut/Michigan, a Colorado General Partnership doing business as Comcast.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the

permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.
 - iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services,

- capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
- iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
 - F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
 - G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
 - H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
 - I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
 - J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
 - K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider shall not exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 0 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is % of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)



City of Saugatuck:

102 Butler Street
PO Box 86
Saugatuck, MI 49453
Attn: Kirk Harrier, City Manager
Fax No.: 269.857.4406

If to the Provider:
(must provide street address)

1.
41112 Concept Dr.
Plymouth, MI 48170
Attn: VP of Government Affairs
Fax No.: 248-233-4719

2.
600 Galleria Pkwy
Atlanta, GA 30339
Attn: Sen. Vice President, Government Relations

3.
One Comcast Center
Philadelphia, PA 19103
Attn: Government Affairs Department

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

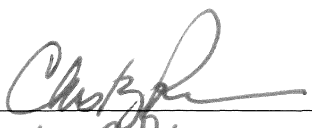
XVI. Miscellaneous

- A. Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

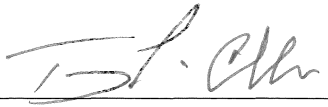
IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

City of Saugatuck, a Michigan Municipal Corporation

Comcast of California/Connecticut/Michigan, Colorado General Partnership doing business as Comcast


By Christine L. Peterson
Print Name
Mayor
Title
102 Butler Street
Address
Saugatuck MI 49453
City, State, Zip
269 857 2603
Phone
269 857 4406
Fax

Email


By Timothy P. Collins
Print Name
Regional Senior Vice President
Title
41112 Concept Drive
Address
Plymouth, MI 48170
City, State, Zip
734-254-1525
Phone
248-233-4719
Fax
Tim_Collins@cable.comcast.com
Email

FRANCHISE AGREEMENT (Franchising Entity to Complete)

Date submitted: June 26, 2017
Date completed and approved: June 26, 2017



ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480) (Form must be typed)

Date: June 5, 2017		
Applicant's Name: Comcast of California/Connecticut/Michigan		
Address 1: 41112 Concept Dr.		
Address 2		Phone: 248-233-4700
City: Plymouth	State: MI	Zip: 48170
Federal I.D. No. (FEIN): 84-1140461		

Company executive officers:

Name(s): Timothy P. Collins
Title(s): Regional Senior Vice President

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Jeff Snyder		
Title: Manager, External Affairs		
Address: 3500 Patterson Ave, SE, Grand Rapids, MI 49512		
Phone: 616-575-0479	Fax:	Email: Jeffrey_Snyder@comcast.com

Name: Leslie A. Brogan		
Title: Senior Director, Government Affairs		
Address: 1401 E. Miller Rd., Lansing, MI 48911		
Phone: 517-334-5890	Fax: 517-657-3743	Email: Leslie_Brogan@comcast.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

As an incumbent provider, Comcast, is satisfying this requirement by allowing a franchising entity to seek right-of-way related information comparable to that required by a permit under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120, as set forth in its last cable franchise entered before the effective date of this act.

[**Option A:** for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[**Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[**Option C:** for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date:

For All Applications:

**Verification
(Provider)**

I, Timothy P. Collins, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Timothy P. Collins, Regional Senior Vice President

Signature:

T. P. Collins

Date:

6-6-17

(Franchising Entity)

City of Saugatuck, a Michigan municipal corporation

By

Christine L. Peterson

Print Name

Mayor

Title

102 Butler Street

Address

Saugatuck MI 49453

City, State, Zip

269 857 2603

Phone

269 857 4406

Fax

Email

6-27-17

Date

ATTACHMENT 1



City Manager Report

December 9, 2024

Snow!

- A lot of major snow storms this week have kept the Department of Public Works crews busy. A huge thank you to them for all their great work!

Quarterly Financials

- One of the priorities the Council set for this fiscal year is to conduct quarterly financial reviews.
- The City Treasurer and I will provide a six-month revenue and expenses update at your January workshop meeting. From there, we will review budget status with Council each quarter.

Ethics Policy

- Consistent with Council's discussion at the September 4 workshop meeting, legal continues to review the ethics policy. There was an unexpected delay, but Attorney Mills advised she hopes to have a review completed soon. More to come at a future workshop.

Dune Ridge Litigation

- On 6/26/23, then Chief Circuit Judge Robert Kengis dismissed two claims asserted by Dune Ridge in its lawsuit against the City which alleged that the City promised that it would not regulate any structures over the water on its property and that the City breached this promise by regulating Dune Ridge's floating homes. Judge Kengis granted the City's motions for summary disposition on Dune Ridge's allegations of breach of contract and promissory estoppel, ruling that the City made no promise to refrain from regulating Dune Ridge's property.
- These rulings, along with prior rulings from Judge Kengis, firmly established that the City has the authority to regulate floating homes and that the City has not breached its agreement with Dune Ridge by regulating the floating homes at its property. Dune Ridge subsequently appealed these rulings.
- On December 4, the Court of Appeals (COA) heard oral arguments on the appeals. Here is a link to watch the recording. It starts at 1 hour and 2 minutes on the video: <https://youtu.be/HzZ5kgUTJSw?si=8e7EluXQYByJfeg1&t=3736>

- Attorney Brennan advised that while the COA can issue rulings quickly after oral arguments, it may take a while before we receive an order on these appeals because of how complicated they are.

CVB Efforts to Market the Area

- As part of their strategic plan, the Convention and Visitors Bureau has been actively working to position Saugatuck, Douglas and Fennville as an ideal destination for business meetings, conferences, and retreats.
- The CVB developed this new meetings and retreats guide:
https://saugatuck.com/wp-content/uploads/2024/10/SDCVB_Meetings_Brochure_Web.pdf

Goals, Priorities, and Strategy

- At the December 5 workshop, Council discussed setting priorities for next fiscal year and requested a similar process to the past three years: a community survey and a strategic planning meeting with a facilitator.
- Staff will be working to set up a strategic planning meeting with a facilitator for January, which will be a kickoff to drafting next fiscal year's budget.
- Staff will update the survey questions for review and discussion at your next workshop. We will also include past survey results in that meeting packet.

Maple Street

- The cost estimates have been shared with the Township. We now have a meeting set up to review the options and start cost-sharing conversations.
- A review of the options and costs will occur at a future workshop.

Airport Property

- The conservation easement has been signed and filed with the Register of Deeds.
- I asked ODC for an update on necessary steps to obtain Township zoning approvals and timeline to complete the remaining proposal items (formalizing trails and parking area, trail head signage, removal of invasive species). Hope to update Council in the next report.

Short-Term Rentals

- Updates to the short-term rental section of the website are complete. You can view the information here: <https://www.saugatuckcity.com/short-term-rentals.html>
- As we approach next season, staff will share the resource link in various ways.

Blue Star Trail

- C2AE continues to work on submitting necessary documents to MDOT for review and approval. Plans, specs, and cost estimate revisions based on MDOT grade submittal comments is completed. MDOT is requiring some modification to the

structural design of the boardwalk that will increase the estimated cost. We are hoping to receive a grant adjustment to help offset the additional costs.

- I previously reported that MDOT received concerns from a Tribal Nation and MDOT started coordination.
- MDOT recently advised of questions the tribe had about trail plans in the Township through Amelanchier Park and the tribe wanting to review this project along with a newly submitted trail section between M-89 and Wiley that the Township, Douglas, and Road Commission are pursuing. I assisted MDOT with the trail layout questions. MDOT advised a simultaneous review of both trail sections will likely delay our project. MDOT is working to set up a meeting so we can more fully understand tribal concerns and timeline.

AT&T Cellular

- SHPO review of AT&Ts September 24 submittal remains pending. SHPO recently sent correspondence that they are behind on reviews. We are also awaiting further feedback from the tribes. AT&T and I recently asked SHPO for an updated date for completion of their review.
- AT&T's decision on the City's agreement request remains pending resolution of SHPO approval.

Miscellaneous

- Corresponded with City Engineer about possible revitalization and placemaking grant opportunity for replacing the upper platform on Mt. Baldhead.
- Held one on one meeting with City Clerk.
- Held Department Head team meeting.
- Met with DPW Superintendent for briefing on City operations while I was out of the country.
- Met with Douglas, Township, consultant and Township Attorney to answer questions related to drafting the water operations agreement.

Blast from the Past

- This was in the paper from December 5, 1968. This shows a long history of the tri-community collaborating and working together. A lot of great work happening today with many more opportunities!

Area Leaders Invited to Planning Talk

Industrial and civic leaders of Saugatuck and Douglas have been invited to a meeting Friday about community planning.

Joseph A. Parisi, Jr. of Kalamazoo, executive director of the Michigan Townships Association, will be the speaker. The meeting, open to the public, will be at 7:30 p.m. Friday in the Douglas Village Hall.

Representatives of all industries in Saugatuck and Douglas have been invited to the meeting by Saugatuck Township Supervisor Phillip Quade. Others invited include Al Hogue of Fennville, chairman of the Allegan County Planning Commission, the village presidents and council-

men of Saugatuck and Douglas, the Saugatuck superintendent of schools and school board members, representatives of the Saugatuck-Douglas Chamber of Commerce, representatives of the Douglas Lake Shore Association, and members of government classes at Saugatuck High School.

Parisi, an expert on local government, will speak on the area's role in regional planning. The two villages and the township are seeking to form a regional planning commission. A question and answer session will follow the talk.

Earlier in the day Parisi will tour the township and have dinner with members of the township board.

Treasurer Report
December 5, 2024



Tax:

- Prepped and mailed the tax bills!
- With the start of Winter taxes, there's been a lot of foot traffic, increased tax bill payments, and requests for address changes, missing bills, etc.

Payables:

- Continue to convert the vendors from Peter's account information to mine
-

Miscellaneous:

- In the process of learning how to do a bank reconciliation via BS&A. Went back through June's reconciliation (performed by Plante Moran) in order to clarify what was missing.
- Developing a process for receiving checks and using the check cashing machine.
- Assisted with the audit on a couple of items (report and pulled some receivables information.) Worked with the Clerk to get the Street Ends spreadsheet.
- Worked on the workers comp claim, including getting an update on the reporting necessary for MiOSHA
- Rolling over a CD.
- Setting up a group to make signor-updates easier in the future.

Payroll:

- Helped facilitate the new DPW guy's medical testing/CDL license paperwork that was required (done!)
- Working on setting up new 'employees' (boards and election workers)
- Working to develop processes and procedures to eliminate inefficiencies and potential errors
- Attended a webinar on the new mandatory paid sick time rules that are coming up
- Processed the 12/06/24 payroll
- Set up a Defined Contribution update document
- Reviewed for PTO payout monies.



City Clerk Staff Report

December 9, 2024

- Coordinated and prepared meeting packets and minutes.
- Finalized the Code of Ordinances 2024 S-15 Supplement.
- Currently processing one FOIA request.
- Began preparations to update the master calendar and the city website with 2025 meeting information for all committees, boards, and commissions, ensuring accuracy and accessibility.
- Assisted residents in-person, via email, and by phone with various questions and concerns.
- Updated the city's social media platforms with relevant information to keep the community informed.
- Meetings:
 - Department Head Meeting
 - City Council Meetings



2024 Board/Committee/Commission/Authority Applications

Date Submitted	First Name	Last Name	Kalamazoo Lake Harbor Authority	Tri-Community Recycling Ad-Hoc Committee	Kalamazoo Lake Sewer and Water Authority Board	Fire District Board	City Council Vacancy	Tri-Community Non-Motorized Trail Study Committee	Library Board	Interurban Board	Tri-Community Wildlife Committee	Zoning Board of Appeals	Historic District Commission	Parks and Public Works Committee	Planning Commission	Board of Review
02/02/2024 12:56pm	David	Isljamovski	1		1							1	1	1	1	1
02/19/2024 12:25pm	Barry	Johnson			1											
02/24/2024 10:16am	Bryan	Hoffman												1		
05/10/2024 10:09am	Louis	Corey											1	1	1	
06/6/2024 paper application	Gaunt	Bobbie													1	
06/6/2024 paper application	Bagierek	CJ													1	
06/07/24 paper application	Straker	Tim											1			
06/07/2024 paper application	Kubasiak	Bob										1				
06/10/24 paper application	Charak	Keith												1		
06/13/24 paper application	Peterson	Keith											1			
06/17/2024 paper application	Hoffman	Bryan												1		
06/19/24 paper application	Roche	Kelly												1		
06/23/2024 paper application	Kimble	Nancy												1		
06/25/2024 11:00am	Judy	Thiel												1		
06/27/2024 paper application	Bont	Richard										1				
09/09/2024 04:13am	Kathleen	JOHNSON								1						
09/20/2024 11:26am	Auston	Marineau	1		1					1		1	1	1	1	1
09/20/2024 11:26am	Auston	Marineau	1		1					1		1	1	1	1	1
09/20/2024 11:28am	Auston	Marineau	1							1		1	1	1	1	1

Date Submitted	First Name	Last Name	Kalamazoo Lake Harbor Authority	Tri- Community Recycling Ad-Hoc Committee	Kalamazoo Lake Sewer and Water Authority Board	Fire District Board	City Council Vacancy	Tri- Community Non- Motorized Trail Study Committee	Library Board	Interurban Board	Tri- Community Wildlife Committee	Zoning Board of Appeals	Historic District Commission	Parks and Public Works Committee	Planning Commission	Board of Review
09/24/2024 12:10pm	Dave	Ignasiak	1			1		1			1					
09/27/2024 10:31am	Joseph	Clark					1								1	
10/2/2024 paper application	Dan	Fox					1									
10/9/2024 paper application	Joseph	Leonatti					1							1		
10/10/2024 02:33pm	Sherry	Tedaldi					1									
10/11/2024 paper application	Klungle	Mark					1									
10/11/2024 10:45am	Chris	Peterson					1									
10/21/2024 12:44pm	Auston	Marineau													1	
10/31/2024 10:37am	Christopher	Raphael	1					1			1				1	
11/03/2024 11:41am	Julie	Maguire													1	
11/22/2024 09:41am	John	Ames													1	
11/26/2024 07:53am	Jane	Verplank				1										
12/02/2024 12:14pm	David	Veldink	1													
12/03/2024 08:28am	Christopher	Raphael	1													
12/4/2024 18:01	Root	Leah										1	1		1	1



Planning, Zoning and Project Report

December 9, 2024

Planning and Zoning

- Created packets for Planning Commission and Historic District Commission.
- Prepped for and attended Planning Commission Meeting.
- Made recommendation of new planning Commissioner to City Council.
- Cancelled Historic District Commission due to weather.
- Attended monthly meetings with staff.
- Met with members of the public to discuss lot splits.
- Reached out to members of the public in regard to violations.
- Went onsite to discuss potential development at Dunegrass.
- Researched Dunegrass development and its approval by resolution.
- Created memo for recommended approval of text amendment to the Downtown Waterfront Preservation District.
- Spoke with realtors regarding renting Accessory Dwelling Units.
- Spoke with residents regarding regulations which may prevent the renting of existing Accessory Dwelling Unit Rentals.
- Followed up on general enforcement.
- Received applications for openings for Boards and Commissions.
- Completed Planning and Zoning casework as outlined in the chart below.

Open Casework

1021 Holland	STR License app. Existing STR. Items needed. Items received. Sent to Fire Department for inspection. Inspection failed, reinspection fee required. Reached out to local agent for fee. Reached out to owner again for fee.	STR
1026 Holland St	ROW Permit received. Payment Received. Sent to engineer.	ROW
120 Mary	Zoning App. Sent concerns to applicant. Responses sent back to Planner. Emailed builder with concerns. Emailed contractor with request for information. Spoke with the contractor on 12-2, still waiting on updates to the plans.	Zoning
110 120 Park	Lot Line Adjustment. Email sent to applicant for additional info. Info provided. Asked for legal description.	Zoning
646 Francis	SF Res application. Additional information required. Additional information provided, sent to planner. Sent invoice. Paid. Sent to planner. Emailed applicant with request for height and adjustments to ADU. New plan received. Emailed Contract planner with questions on new plan. The issue with plan was that adu in in front of the house and first floor. The new plan shows 1 continuous foundation to connect adu to primary structure.	Zoning
246 Butler	HDC Façade improvements. Additional information required. Information provided. Explained to applicant that next meeting is November 7, and additional fee of \$200.00 is required.	HDC
515 St Joseph	STR Renewal of Accessory Structure. No SLU obtained, advised they need to go before the PC. Had meeting to discuss case. Received SLU App. Requested information on Gross Finished Floor Measurements. Postponed until later date.	PC
550 Dunegrass Circle	Received notice of violation from EGLE. Researched property to ensure process shall be followed, in talks with developer in regards to potential development, will address requirements in regards to egle violation when determined. Had discussion with contract planner to determine how to move forward with proposed development.	Enforcement
249 Mason St	Stop work order issued for unpermitted outdoor deck. HDC app and Zoning App required. Emailed Owner for more information. Emailed owner to follow up. HDC Application received. Sent to Contract Planner . HDC approved application, sent resources for Zoning Permits. and emailed about change of use permit requirements.	Enforcement

246 Butler	Façade improvements. Sent to HDC Chair to confirm need for meeting. Sent concerns to applicant. No response from applicant.	HDC
568 Mason	Emailed Contractor about damaged water line. Sent application to engineer. Asked applicant for more information. Confirmed Drawings are being made. Spoke with developers about issue. Still awaiting complete application and drawings for work completed onsite to address waterline issue. Had further discussions about what happened on site and emailed engineer and KLWSA to determine appropriate action.	KLWSA
413 Lake St	Contractor looking to replace windows. Advised that hdc meeting is required, sent resources.	HDC
727 Butler St	Reached out in regards to concerns raised by HDC due to materials on site. Sent HDC application to owner. Asked owner for more information. Reached out to owner as no response was received.	HDC
403 Water St	Spoke with applicant about proposed fence project. Provided HDC application and Fence regulations.	HDC
611 Lake St	Pool application received. Advised that the property is located within the Historic District and will require HDC approval. HDC meeting rescheduled from dec to Jan, called applicant with no response. Sent email.	HDC
988 Ridgeview Ln	Application for SF Residence Received. Application for new water sewer lines received. Spoke with contractor about missing information and asked for updated plans.	Zoning
118 Hoffman	Observed outdoor seating. No email address on file, called with no answer. Emailed owner.	Enforcement
333 Culver	HDC Application received for replacement of garage doors. Emailed applicant for payment.	HDC
249 Culver St Unit 1	Existing STR. Received application for STR License. Sent to Fire Department.	STR
249 Culver St Unit 2	Existing STR. Received application for STR License. Sent to Fire Department.	STR
60 Griffith St	Existing STR. Received application for STR License. Sent to Fire Department.	STR
306 Mary St	Application for SLU for ADU STR. Scheduled for 12-19 PC.	PC
242 Park	Received questions about developing public land for access to parcels. Emailed contract planner for discussion. Received further questions about utilities and splitting of lots, contacted engineer for discussion.	Zoning
129 Griffith Unit 2	Received concerns from MTS that change of use is occurring without proper permits. Continued discussion with MTS, change of use application expected.	Zoning
825 Bridge St	Application for STR ADU SLU received. Had discussion about minimum size not meeting requirements. Applicant explained structure had been rented since 2011. Suggested waiting for the 12-19-2024 Meeting for discussion on regulations before	PC

	submitting application. Spoke further about minimum size requirements and how to best relay concerns to the PC.	
401 Park St	Submitted plans for potential expansion, sent question to contract planner to determine next steps. Recommended approval via minor site plan amendment due to footprint of structure not changing.	Zoning
149 Lucy St	Zoning app and plans received, payment still needed.	Zoning
124 Elizabeth St C	Received report of rental without license. Sent information for enforcement.	Enforcement

Closed Casework

419 St Joseph St	Met with resident in regards to requirements for solar and geothermal. Provided Zoning and Lot Combination information.	Zoning
997 Singapore Dr	Answered questions regarding STR renewal.	STR
102 Butler	Application for Sign in City ROW. City Council Approved.	CC
449 Water St	Observed outdoor seating. Emailed owner to remove. Owner agreed to remove.	Enforcement
249 Mason	Sign Permit issued.	Zoning
242 Park	Received complaint in regards to real estate sign in public ROW. Emailed realtor to require sign be relocated.	Enforcement
1165 Bridge St	Spoke with resident about potential future dock project, explained the major waterfront construction regulations. Provided resources.	Zoning
220 Water St	Observed addition to structure at rear of property with no historical or zoning permits. Discovered structure is nonconforming due to its location on city property. Issued stop work order. Spoke with owner in regards to requirements to go before Historic District Commission. Provided resources. Owner agreed to stop work and revert structure back to original construction.	Enforcement
615 Park	Emailed legal with questions raised by occupant of 615 Park. Emailed MTS for permits issued to the property. Contractor notified me of incoming letter from condo associations lawyers. Project must conform to approved plans or provide site plan amendment application.	Zoning
740 Lake St	Zoning app received with changes recommended by HDC. Requested spec sheet for front door as required by hdc. Spec sheet received. Permit Approved.	Zoning
149 Lucy	HDC application for addition to SF RES. Advised that SLU would be needed also. Passed to Planner. SLU Application received. Scheduled for 10-16-2024 HDC. 10-17-2024 PC. Spoke to applicant about language referring to average distance from lot lines. Special Land use approved.	HDC/PC
142 Butler	Minor Site Plan Amendment application received. Zoning permit approved for Façade alteration, forwarded permits and plans to MTS.	Zoning



Department of Public Works

Below is a summary of notable activities carried out by the Department of Public Works since the last council meeting on 11-25-24:

Snow Removal – Staff has been working diligently for the last seven days removing snow from the streets and sidewalks in the City.

Fall/Christmas Décor – The team worked for a week to remove fall décor and replace it with Christmas décor. The big tree in Coghlin Park was set up and required the replacement of the pump.

Annual Winterization – Irrigation was blown out and restrooms around the City were winterized.

Motor Pool - The skid steer was set-up for plowing the sidewalks. Two pickup trucks were equipped with plows and one with a salt spreader. Truck one was also equipped with a salt spreader and is ready to go to handle all the snow that has fallen. Staff have also been performing regular maintenance tasks at the shop with the motor pool and equipment.

Brush and Leaf Collection – The crew worked hard and finished the last Brush & Leaf Collection for the 2024 season in three days.

Cook Park – Staff members cleaned up the park from the portion of the Willow Tree that has been removed.

CDL Training – New staff member Scott Morrow completed training and has obtained his CDL license.

Service Requests – Staff has been completing ongoing service requests.

New Equipment – Staff has been researching new front-end loaders. Alta Equipment loaned us a brand-new Volvo L90H for a week of brush and leaf pick-up. Staff was very impressed with the quality of the machine and the customer service from Alta Equipment.



November Saugatuck City Stats

Total calls - 64

Traffic stops –31

School contacts – 21

Motorist assist – 1

Ordinance violation - 2

PPO Violation – 1

Shoplifting – 1

Medical – 1

Suspicious – 1

Alarms – 2

Animal – 1

Assault – 1

Assist other agencies – 1

Medical – 1

Custody Dispute

Civil – 2

Conservation – 3

Drugs - 1

Found Property – 2

General Assist – 29

Property Checks - 2

Juvenile Delinquent – 1

K9 – 1

Larceny – 2

Loud noise – 1

BOL – 2

I also wanted to share some photos of an incident from today on 12/5/24 where the new Traffic Management Apparatus that the Saugatuck fire district recently purchased was utilized. This was an invaluable asset to have out on the highway this morning as we had to shut down a travel lane on the highway for an extended period of time so that wrecker services could clean up the road. I think everyone on this scene (myself included) felt safer working this incident knowing this apparatus was behind us. I speak for myself but what a great addition to have in the area for these types of incidents! The Sheriff's Office is grateful for the great working relationship with the Fire District!









**City of Saugatuck
Status Report of Engineering Activities
December 5, 2024**

General Consultation

- 2024 Asphalt Repairs: The project is complete with the exception of confirming grass restoration was effective in the spring.
- Sea Wall and Concrete Repairs: Prepared a proposal for design and bidding of a project with several repair sites along the sea wall and elsewhere. The various components can be addressed as a single project, as contemplated in the proposal, or individually.
- Village Square Court Renovation: Prepared a cost estimate for court resurfacing and other improvements in the park to assist with finalizing the project scope and method of delivery.

Water System Asset Management Plan

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

EGLE Technical, Managerial and Financial (TMF) Project

- The City was awarded \$221,600 in funding from EGLE's Community Technical, Managerial, and Financial (TMF) support for lead service line identification (100% grant).
- Prepared the City's Complete Distribution System Materials Inventory and submitted it to EGLE to meet the October 16 deadline. An updated version will be provided when potholing work is complete.
- Potholing work will be finished in the spring. A number of addresses have been added to fully utilize the grant dollars available.

Mt. Baldhead Projects

- AT&T Project Assistance
 - Providing assistance on an as-needed basis.
- Restroom Building Replacement
 - Design work is nearly complete. We are finalizing the electrical design and preparing bid documents.
 - The EGLE/USACE Critical Dunes and Allegan County Soil Erosion & Sedimentation Control permits have been received.
 - We are working toward putting the project out for bids in December/January for spring 2025 construction.
- Observation Platform Replacement
 - Design work is progressing. Additional survey work is complete.
 - The Allegan Conservation District has provided the Vegetation Removal Assurance, which is a report required for the EGLE/USACE Critical Dunes Permitting. The report evaluates impacts on vegetation, native, non-native and invasives, and provides guidance for the design and construction. The report includes guidance for several of the unhealthy, dead or undesirable species to be removed as part of the project and replaced with native/desirable ones.
 - We are submitting a funding application to be part of The Right Place's regional application to the Michigan Economic Development's Revitalization and Placemaking program, which would fund up to 50% of the project costs if successful.

Maple Street Improvements – Study Phase

- Budgetary cost estimates for the various components of the project are complete and a meeting has been scheduled with Township representatives for December 13 to discuss project scope and cost sharing.
- We anticipate presenting the report to council in December 2024 or January 2025.
- The City's MDOT Category B grant was selected for funding this year. This grant will fund \$250,000 of the road restoration costs on the project. Attended a kickoff meeting with the MDOT grant coordinator.
- We are currently anticipating design starting in early 2025 and construction starting in late 2025 or early 2026. MDOT would like to see construction start as soon as possible but we noted that the project scope and cost sharing is still in process before design can officially commence.

Park Street Improvements – Study Phase

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

Vendor Name	Description	Amount
1. ALLEGAN COUNTY SHERIFF		
	SEP AND OCT '24 RESERVE DEPUTIES	212.00
	NOV '24 SHERIFF CONTRACT	31,826.12
	TOTAL	32,038.12
2. ALLEGAN COUNTY TREASURER		
	PROPERTY TAXES COLLECTION 11/21 - 12/05	6,478.62
3. ASSESSING SOLUTIONS INC		
	NOV '24 AND DEC '24 ASSESSING SERVICES	5,868.00
4. CAPITAL ONE		
	NOV '24 STATEMENT BALANCE	155.87
5. COMCAST		
	11/28 - 12/27 INTERNET SERVICE	263.40
6. COMPTON INC.		
	10/12- 11/15 TMF WATER SERVICE MATERIAL	54,369.00
7. CONSUMERS ENERGY		
	OCT '24 SERVICE	258.84
	OCT '24 SERVICE	3,428.00
	TOTAL	3,686.84
8. FAHEY SCHULTZ BURZYCH RHODES		
	NOV '24 GENERAL LEGAL	1,375.00
	NOV '24 ZONING	1,877.50
	NOV '24 CITY COUNCIL	3,368.50
	NOV '24 DUNE RIDGE V (ORIGINAL ACTION)	5,532.30
	NOV '24 MAPLEWOOD HOTEL LITIGATION	2,031.50
	NOV '24 SAUGATUCK NEIGHBORS	495.00
	TOTAL	14,679.80
9. GROUNDS MANAGEMENT SOLUTIONS		
	IRRIGATION REPAIRS - PLAYGROUND	320.00
10. INTERURBAN TRANSIT AUTHORITY		
	PROPERTY TAXES COLLECTION 11/21 - 12/05	994.91
11. KALAMAZOO LAKE SEWER & WATER		
	OCT '24 SERVICE	180.20
	OCT '24 SERVICE	3,358.33
	TOTAL	3,538.53
12. METRO WIRELESS		
	DEC '24 WIFI SERVICE	698.00
13. OCCUPATIONATIONAL HEALTH CENTERS		
	DOT PHYSICAL - MORROW AND MACK	272.00
14. OTTAWA AREA INTERMEDIATE SCHOOL DIS		
	PROPERTY TAXES COLLECTION 11/21 - 12/05	1,516.29
15. OVERISEL LUMBER COMPANY		
	NOV '24 STATEMENT BALANCE	651.32
16. PLANTE MORAN		
	PROFESSIONAL SERVICES THROUGH 11/22	1,330.00
17. PRIORITY HEALTH		
	DEC '24 HEALTH INSURANCE COVERAGE	12,774.70
18. PURITY CYLINDER GASES INC		
	GAS CYLINDERS	11.75
19. REPUBLIC SERVICES		
	11/01 DISPOSAL AND PICKUP SERVICE	1,534.92
20. SAUGATUCK DOUGLAS LIBRARY		
	PROPERTY TAXES COLLECTION 11/21 - 12/05	1,390.74
21. SAUGATUCK FIRE		
	PROPERTY TAXES COLLECTION 11/21 - 12/05	5,062.99
22. SAUGATUCK PUBLIC SCHOOLS		
	PROPERTY TAXES COLLECTION 11/21 - 12/05	9,335.70
23. SCOTT'S LANDSCAPE MANAGEMENT INC		

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DB: Saugatuck

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF SAUGATUCK
EXP CHECK RUN DATES 11/27/2024 - 12/10/2024
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Page: 2/2

Vendor Name	Description	Amount
	TRUCKING BRUSH & LEAVES	2,030.00
24. SECRET OF SAUGATUCK SUITES	REFUND UNUSED ESCROW	1,350.00
25. SHORELINE TECHNOLOGY SOLUTIONS	DEC '24 COMPUTER SERVICES	1,781.20
26. STANDARD INSURANCE COMPANY	DEC '24 INSURANCE	450.00
27. TAYLOR TRUE VALUE RENTAL	EQUIP RENT	185.00
28. WYOMING ASPHALT PAVING CO	ROAD MAINTENANCE	277.38
TOTAL - ALL VENDORS		163,045.08
FUND TOTALS:		
Fund 101 - GENERAL FUND		136,509.46
Fund 202 - MAJOR STREETS		416.36
Fund 203 - LOCAL STREETS		418.91
Fund 661 - MOTOR POOL FUND		921.10
Fund 701 - CURRENT TAX FUND		24,779.25

12/06/2024

CHECK REGISTER FOR CITY OF SAUGATUCK
CHECK DATE FROM 11/01/2024 - 11/30/2024

Check Date	Check	Vendor Name	Description	Amount
Bank GEN GENERAL POOLED CASH				
11/08/2024	DD7083(A)	ARAMENDI, NOAH	Payroll	1,513.24
11/08/2024	DD7084(A)	BOUWMAN, CHAD	Payroll	1,460.36
11/08/2024	DD7085(A)	BREDEWEG, NICOLE	Payroll	2,241.29
11/08/2024	DD7086(A)	CUMMINS, RYAN	Payroll	2,918.11
11/08/2024	DD7087(A)	HERBERT, SCOTT	Payroll	2,263.24
11/08/2024	DD7088(A)	KERRIDGE, ADAM	Payroll	1,650.25
11/08/2024	DD7089(A)	MACK, ELLIS	Payroll	1,357.41
11/08/2024	DD7090(A)	MARTIN, DANNY	Payroll	1,231.51
11/08/2024	DD7091(A)	MITCHELL, JACE	Payroll	449.30
11/08/2024	DD7092(A)	MORROW, SCOTT	Payroll	1,270.02
11/08/2024	DD7093(A)	PETERSON, BENJAMIN	Payroll	854.81
11/08/2024	DD7094(A)	THOMPSON, LUKE	Payroll	2,173.95
11/08/2024	DD7095(A)	WILLIAMS, SARA	Payroll	1,754.02
11/08/2024	DD7096(A)	WOLTERS, JAMIE	Payroll	2,006.07
11/08/2024	EFT1875(E)	ALERUS	Payroll	2,921.03
11/08/2024	EFT1876(E)	MERS HYBRID	Payroll	2,028.13
11/08/2024	EFT1877(E)	FEDERAL TAX DEPOSIT	Payroll	7,614.38
11/12/2024	5587(A)	ACTION INDUSTRIAL SUPPLY CO	UNIFORMS & SAFETY EQUIPMENT - MACK	204.75
11/12/2024	5588(A)	ALLEGAN COUNTY SHERIFF	OCT '24 SHERIFF CONTRACT	31,826.12
11/12/2024	5589(A)	ALLEGAN COUNTY TREASURER	PROPERTY TAXES COLLECTION 10/01 - 10/31	65,700.82
11/12/2024	5590(A)	BURNETT & KASTRAN PC	LEGAL FEES - SHERIFF	60.00
11/12/2024	5591(A)	CERTASITE LLC	DPW GARAGE	660.00
11/12/2024	5592(A)	DIAMOND CONCRETE SAWING	CONCRETE CUTTING	501.20
11/12/2024	5593(A)	ETNA SUPPLY	WOOD PEGS	105.00
11/12/2024	5594(A)	FAHEY SCHULTZ BURZYCH RHODES	OCT '24 GENERAL LEGAL	2,278.50
11/12/2024	5595(A)	FAHEY SCHULTZ BURZYCH RHODES	OCT '24 ZONING	7,690.50
11/12/2024	5596(A)	FAHEY SCHULTZ BURZYCH RHODES	OCT '24 CLERK	57.00

12/06/2024

CHECK REGISTER FOR CITY OF SAUGATUCK
CHECK DATE FROM 11/01/2024 - 11/30/2024

Check Date	Check	Vendor Name	Description	Amount
11/12/2024	5597(A)	FAHEY SCHULTZ BURZYCH RHODES	OCT '24 CITY COUNCIL	3,046.00
11/12/2024	5598(A)	FAHEY SCHULTZ BURZYCH RHODES	OCT '24 FOIA	157.50
11/12/2024	5599(A)	FAHEY SCHULTZ BURZYCH RHODES	OCT '24 MANAGER	1,756.00
11/12/2024	5600(A)	FAHEY SCHULTZ BURZYCH RHODES	OCT '24 DUNE RIDGE V (ORIGINAL ACTION)	610.80
11/12/2024	5601(A)	FAHEY SCHULTZ BURZYCH RHODES	OCT '24 CITY ETHICS PROJECT	1,516.50
11/12/2024	5602(A)	FAHEY SCHULTZ BURZYCH RHODES	OCT '24 DUNE RIDGE V (ELECTRICAL)	528.00
11/12/2024	5603(A)	FAHEY SCHULTZ BURZYCH RHODES	OCT '24 2023 STR LEGAL ISSUES/TASK FORCE	114.00
11/12/2024	5604(A)	FAHEY SCHULTZ BURZYCH RHODES	OCT '24 MAPLEWOOD HOTEL LITIGATION	225.00
11/12/2024	5605(A)	FAHEY SCHULTZ BURZYCH RHODES	OCT '24 SAUGATUCK NEIGHBORS	4,139.00
11/12/2024	5606(A)	LAKESHORE OUTDOORS LLC	SCREENED TOPSOIL	198.00
11/12/2024	5607(A)	OTTAWA AREA INTERMEDIATE SCHOOL DIS	PROPERTY TAXES COLLECTION 10/01 - 10/31	35,465.48
11/12/2024	5608(A)	R SMITH & SONS INC	ROAD GRAVEL	3,868.35
11/12/2024	5609(A)	REPCOLITE	OCT '24 STATEMENT BALANCE	331.35
11/12/2024	5610(A)	SAUGATUCK FIRE	RENTAL HOME INSPECTIONS	825.00
11/12/2024	5611(A)	SAUGATUCK FIRE	RENTAL HOME INSPECTIONS	1,700.00
11/12/2024	5612(A)	SHORELINE TECHNOLOGY SOLUTIONS	COMPUTER SERVICES	1,767.60
11/12/2024	5613(A)	STINGERS PEST CONTROL	PEST CONTROL CITY HALL	65.00
11/12/2024	20205	BOAT LIFTS UNLIMITED INC	BOUY REMOVALS	935.00
11/12/2024	20206	ERLANDSON CONCRETE LLC	SIDEWALKS & STREET CURBS	7,135.00
11/12/2024	20207	GIL- ROY'S HARDWARE	STAKES	29.98
11/12/2024	20208	GIVE 'EM A BRAKE	AXLE WEIGHT LIMIT SIGNS	384.00
11/12/2024	20209	KEPPEL'S LOCK & SAFE CO.	REPAIRS - BUTLER ST	115.00
11/12/2024	20210	MMTA	DUES	99.00
11/12/2024	20211	OVERISEL LUMBER COMPANY	OCT '24 STATEMENT BALANCE	546.86
11/12/2024	20212	PLANTE MORAN	PROFESSIONAL SERVICES THROUGH 10/29	11,162.50
11/12/2024	20213	SAUGATUCK PUBLIC SCHOOLS	PROPERTY TAXES COLLECTION 10/01 - 10/31	64,890.62
11/12/2024	20214	SEPTIC TANK SYSTEMS CO INC	PORTABLE RESTROOM - OVAL BEACH	1,075.00
11/12/2024	20215	STATE OF MICHIGAN	OVAL WELL	137.42

12/06/2024

CHECK REGISTER FOR CITY OF SAUGATUCK
CHECK DATE FROM 11/01/2024 - 11/30/2024

Check Date	Check	Vendor Name	Description	Amount
11/13/2024	5614(E)	CAPITAL ONE	OCT '24 STATEMENT BALANCE	2,691.36
11/13/2024	5615(E)	FRONTIER	09/20 - 10/19 SERVICE	85.37
11/13/2024	5616(E)	FRONTIER	09/20 - 10/19 SERVICE	300.85
11/13/2024	5617(E)	METRO WIRELESS	NOV '24 WIFI SERVICE	698.00
11/13/2024	5618(E)	METRO WIRELESS	OCT '24 WIFI SERVICE (PRO-RATED)	337.73
11/13/2024	5619(E)	MICHIGAN GAS UTILITIES	09/24 - 10/22 SERVICE - 102 BUTLER	43.37
11/13/2024	5620(E)	MICHIGAN GAS UTILITIES	09/24 - 10/22 SERVICE - 345 BUTLER	134.85
11/13/2024	5621(E)	MICHIGAN GAS UTILITIES	09/25 - 10/23 SERVICE - 3338 BLUE STAR	70.27
11/13/2024	5622(E)	PRIORITY HEALTH	NOV '24 HEALTH INSURANCE COVERAGE	13,777.80
11/13/2024	5623(E)	REPUBLIC SERVICES	10/01 DISPOSAL AND PICKUP SERVICE	1,136.09
11/22/2024	20216	COLLINS, WILLIAM	Payroll	353.73
11/22/2024	DD7097(A)	ANDERSON, HOLLY	Payroll	770.43
11/22/2024	DD7098(A)	ARAMENDI, NOAH	Payroll	1,534.06
11/22/2024	DD7099(A)	BELLA, VICTOR	Payroll	162.88
11/22/2024	DD7100(A)	BLOSE, LAURENCE	Payroll	542.70
11/22/2024	DD7101(A)	BLOSE, SUSAN	Payroll	641.37
11/22/2024	DD7102(A)	BOUWMAN, CHAD	Payroll	1,487.50
11/22/2024	DD7103(A)	BREDEWEG, NICOLE	Payroll	2,126.27
11/22/2024	DD7104(A)	BROCKINGTON, CATHERINE	Payroll	733.00
11/22/2024	DD7105(A)	CARRILLO, DONNA	Payroll	769.07
11/22/2024	DD7106(A)	CUMMINS, RYAN	Payroll	2,914.20
11/22/2024	DD7107(A)	DARK, JERALD	Payroll	164.75
11/22/2024	DD7108(A)	GARCIA, DANIELA	Payroll	644.65
11/22/2024	DD7109(A)	GAUNT, BOBBIE	Payroll	344.01
11/22/2024	DD7110(A)	HERBERT, SCOTT	Payroll	2,443.41
11/22/2024	DD7111(A)	KERRIDGE, ADAM	Payroll	2,099.24
11/22/2024	DD7112(A)	MACK, ELLIS	Payroll	1,397.38
11/22/2024	DD7113(A)	MARTIN, DANNY	Payroll	1,369.62

12/06/2024

CHECK REGISTER FOR CITY OF SAUGATUCK
CHECK DATE FROM 11/01/2024 - 11/30/2024

Check Date	Check	Vendor Name	Description	Amount
11/22/2024	DD7114(A)	MATTERN, MICHAEL	Payroll	164.75
11/22/2024	DD7115(A)	MORROW, SCOTT	Payroll	1,298.94
11/22/2024	DD7116(A)	MUIR, BETSY	Payroll	344.03
11/22/2024	DD7117(A)	MUIR, JAMES	Payroll	183.26
11/22/2024	DD7118(A)	RIEDBERGER, BARBARA	Payroll	155.06
11/22/2024	DD7119(A)	SCHOENROCK, LINDA	Payroll	353.73
11/22/2024	DD7120(A)	THOMPSON, LUKE	Payroll	2,173.94
11/22/2024	DD7121(A)	VAN HOWE, AINSLEY	Payroll	528.66
11/22/2024	DD7122(A)	WILLIAMS, SARA	Payroll	1,754.02
11/22/2024	DD7123(A)	WOLTERS, JAMIE	Payroll	2,006.05
11/22/2024	EFT1878(E)	ALERUS	Payroll	2,939.68
11/22/2024	EFT1879(E)	MERS HYBRID	Payroll	2,028.13
11/22/2024	EFT1880(E)	FEDERAL TAX DEPOSIT	Payroll	8,885.72
11/22/2024	EFT1881(E)	MERS	Payroll	4,540.08
11/22/2024	EFT1882(E)	MI DEPT OF TREASURY	Payroll	2,747.72
11/25/2024	5640(A)	ALLEGAN COUNTY SHERIFF	OCT '24 CORRECTIONS SERVICES	450.00
11/25/2024	5641(A)	ALLEGAN COUNTY TREASURER	CHARGEBACKS - PRE CHANGES	51.75
11/25/2024	5642(A)	ALLEGAN COUNTY TREASURER	PROPERTY TAXES COLLECTION 11/01 - 11/20	4,219.75
11/25/2024	5643(A)	CHIPS GROUNDCOVER LLC	CHRISTMASCAPE RENEWAL	23,945.00
11/25/2024	5644(A)	DUNESVIEW KWIK SHOP INC	OCT '24 GAS AND DIESEL	3,703.97
11/25/2024	5645(A)	E DOWD CRANE SERVICE LLC	TREE SERVICE	2,020.00
11/25/2024	5646(A)	FLEIS & VANDENBRINK ENGINEERING INC	09/29 - 10/26 ENGINEERING FEES - GEN CON	28,171.55
11/25/2024	5647(A)	HORIZON COMMUNITY PLANNER	PLANNING & HISTORIC DISTRICT	2,834.50
11/25/2024	5648(A)	MICHIGAN MUNICIPAL LEAGUE	CDL CONSORTIUM DRIVERS FEE	540.00
11/25/2024	5649(A)	OTTAWA AREA INTERMEDIATE SCHOOL DIS	PROPERTY TAXES COLLECTION 11/01 - 11/20	2,304.68
11/25/2024	5650(A)	PURITY CYLINDER GASES INC	CONCESSION	20.22
11/25/2024	5651(A)	SAUGATUCK FIRE	RENTAL HOME INSPECTIONS	545.00
11/25/2024	5652(A)	SPECTRUM PRINTERS INC	ELECTION MATERIALS	105.00

12/06/2024

CHECK REGISTER FOR CITY OF SAUGATUCK
CHECK DATE FROM 11/01/2024 - 11/30/2024

Check Date	Check	Vendor Name	Description	Amount
11/25/2024	20217	CHRISTOPHER VISHEY	REFUND UNUSED ESCROW	1,252.50
11/25/2024	20218	GREAT LAKES ORNAMENTALS	PARKWAY TREES	2,010.00
11/25/2024	20219	IHLE AUTO PARTS	OCT '24 MOTOR PURCHASES	966.68
11/25/2024	20220	MICHIGAN PAVING & MATERIALS CO	FLEIS & VANDENBRINK - 2024 ASPHALT REPAI	135,612.59
11/25/2024	20221	SAUGATUCK PUBLIC SCHOOLS	PARKING LOT SPLIT	28,458.23
11/25/2024	20222	SAUGATUCK PUBLIC SCHOOLS	PROPERTY TAXES COLLECTION 11/01 - 11/20	4,194.15
11/25/2024	20223	SEPTIC TANK SYSTEMS CO INC	PORTABLE RESTROOM - CULVER ST	325.00
11/26/2024	5653(E)	FIRST BANK CARD	09/25 - 10/25 STATEMENT BALANCE	6,255.61
11/26/2024	5654(E)	FRONTIER	11/03 - 12/02 SERVICE	197.63
11/26/2024	5655(E)	MERCHANTS BANCARD NETWORK	OCT '24 CC PROCESSING - ENTRANCE	76.45
11/26/2024	5656(E)	MERCHANTS BANCARD NETWORK	OCT '24 CC PROCESSING - CONCESSIONS AND	98.05
11/26/2024	5657(E)	MERS	NOV '24 RETIREMENT	4,500.02
11/26/2024	5658(E)	NET2PHONE INC	NOV '24 PHONE SERVICE	216.13
11/26/2024	5659(E)	REPUBLIC SERVICES	NOV '24 SERVICE (LESS A CREDIT)	203.30
11/26/2024	5660(E)	RICOH USA INC	11/26 - 12/25 LEASE	127.97
11/26/2024	5661(E)	RICOH USA INC	COPIER LEASE	347.21
11/26/2024	5662(E)	WEST MICHIGAN CDL INC.	CDL CLASS B TRAINING	3,000.00
Total of 128 Checks:				614,245.64
Less 0 Void Checks:				0.00
Total of 128 Disbursements:				614,245.64



City Council Agenda Item Report

FROM: MEETING Jamie Wolters

DATE: December 9, 2024

SUBJECT: Amendment to Coghlin Park Policy

DESCRIPTION:

The City of Saugatuck permits the use of Coghlin Park Gazebo and Park for private events, including wedding/commitment ceremonies, family reunions, and club or organization picnics. Currently, the reservation policy states that ***reservations cannot be made for the following calendar year***. Staff recommends removing this restriction to better accommodate event planning timelines. We typically begin receiving future-year reservation requests in September, though some inquiries come earlier. Since wedding planning often requires a year or more, the existing policy does not provide sufficient time for proper planning. As a result, potential clients may opt for other venues during their initial planning phase. Allowing reservations to be made for the upcoming calendar year would provide couples with ample time to plan and increase the likelihood of securing their desired date. The city will continue to block out dates for annual special events that happen in the park.

BUDGET ACTION REQUIRED:

N/A

COMMITTEE/COMMISSION REVIEW:

N/A

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Motion to approve or deny the revision of the policy clause changing, "Reservations may not be made for the future calendar" to "Reservations may be made up to two calendar years in advance."

CITY OF SAUGATUCK

The City of Saugatuck allows the use of the Coghlin Park Gazebo and Park for private events such as wedding/commitment ceremonies, family reunions, club or organization picnics. Private use of Coghlin Park is subject to the policies and rules set forth herein. Public events (including ticketed events open to the public) require special events permit reviewed and approved by City Council. **The City of Saugatuck expressly reserves the right in its sole discretion to cancel a private event for City purposes and applicant agrees, as a term of its use of Coghlin Park, to release and waive all claims of any kind (including a claim for consequential damages), against the City, its officers or employees arising out of cancellation of the user's event.**

Site Users: Please be aware that Coghlin Park is a public park and **will remain open to the public during your rental.**

Reservations: Reservations are on a first come, first serve basis. Only one event may be held at a given time and only one event per day is permitted. The responsible party who has reserved the park must be present during the period the park is used. Please check with City Hall to see if your date is available for rent. The park is not available during holiday weekends, dates in which public events are already taking place in the city, and dates already reserved. ~~Reservations may not be made for future calendar year.~~

Rental Fee: A fee of \$1000.00 must be paid to secure your reservation. \$500.00 of the deposit will be returned after confirmation that all rules and regulations have been strictly followed.

Refunds: No refunds will be provided unless the City cancels the rental as provided for in this Policy, in which case the City will issue a full refund of any rental fee paid to the City.

Time Parameters: Five (5) hour maximum time allotment.

Seating: Public gatherings must be in accordance with COVID-19 regulations provided by the State of Michigan. Setting up of chairs is permitted (200 maximum).

Chairs may be set up two (2) hours prior to event and must be removed no later than two (2) hours after event. Actual event maximum time is one (1) hour. To avoid damage to the City's property, the applicant is required to use a City approved vendor for delivery, setup and removal of chairs. Applicants may not supply their own chairs. The applicant is responsible to make all vendor arrangements.

Decorations: Potted flowers/plants may be used to decorate the park and gazebo. No tape, wire, screws, nails, staples, tacks or other fasteners are permitted. Gazebo and park may not be decorated prior to the rental period. All decorations must be removed by the end of the rental period. Arches are permitted but are not allowed to be staked. **Throwing or dispersing rice, birdseed or other similar food material, confetti or other material is prohibited.** Blowing soap bubbles or similar acts that neither create a littering problem nor attract birds or other animals to the site are permitted.

Restrictions: In accordance with the City of Saugatuck Code of Ordinances, the following is strictly prohibited:

- Alcohol – City Ordinance 95.02 prohibits alcoholic beverages in any City park.
- Open Flame / Fire - including but not limited to Chinese Lanterns, torches and candles.
- "Roping off" or otherwise limiting access to other sections of the Park outside of the approved location of event.
- Staking - due to underground sprinkling and electrical lines.
- Electronic sound amplification equipment of any nature unless approved in advance by the City Manager or his/her designee.

- Parking- events affiliated with the Saugatuck Center for the Arts (SCA) must utilize the SCA parking lot.
- Parking- events that have over 25 people and take place from Memorial Day to Labor Day must shuttle in guests from remote location. Please check with City staff to determine appropriate remote locations.

Personal Items: The City is not responsible for lost or stolen articles.

Clean Up/Damages: Please be respectful of our City Parks and facilities. Applicant is responsible for trash removal. If any City property is damaged, please inform City Hall at the conclusion of your event, 269-857-2603. Resolution of any damages will be handled on a case-by-case basis.

Insurance: Applicant must procure and maintain Comprehensive General Liability insurance for the event, with combined single limits of \$1,000,000 for any one occurrence in which bodily injury or property damage is alleged. Applicant shall furnish the City with a Certificate of Insurance evidencing such coverage naming the City, its officers and employees as additional insureds on the Comprehensive General Liability Policy. The insurance policy shall provide that it may not be canceled, revoked or modified unless thirty (30) days prior written notice is given to the City.

Agreement:

I agree to fully comply with all City of Saugatuck ("City") rental policies, rules and applicable laws. I agree to defend, indemnify, and hold harmless the City, its authorized agents, officials, employees and contractors against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages of any kind, including bodily injury or death, and/or property damage, which may be asserted, claimed or recovered against the City, its authorized agents, officials, employees or contractors relating to or arising out of the rental or use of the Coghlin Park gazebo or any related City facilities, grounds or equipment (collectively, the "facilities"). I understand that the facilities are provided by the City "as is," and that the City disclaims any representation or warranty of any kind, express, implied, or statutory without limitation regarding the facilities. I understand that the City will not be liable to me or others on my behalf for any special, consequential, exemplary or incidental damages, arising from any claim relating to this application or the rental of the City facilities, whether such claim is based on warranty, contract, tort (including negligence) or otherwise, even if a City representative is advised of the possibility of such damages.

I acknowledge that I have received and read, understand and agree to abide by the terms, conditions and guidelines set forth in the City's rental policy. I agree that I am fully responsible for all activities conducted at the facilities on the day, date and time stated and agree to return the facilities to an equivalent or better condition than when rented. I affirm and represent that I will reimburse the City for any clean-up and/or damages to the facilities, whether caused by me, my guests or third parties. I agree that if the facilities are used in a manner not permitted by the City during my rental period, then the City may prohibit me from using this or another City facility in the future, may seek reimbursement from me for damages to City property and may subject me to other enforcement action as authorized by law.

Applicants Signature

Date



City Council Agenda Item Report

FROM: Jamie Wolters

MEETING DATE: December 9, 2024

SUBJECT: City Council Schedule of Meetings for the year 2025

DESCRIPTION:

Michigan's Open Meetings Act (Public Act No. 267 of 1976, as amended) states that within 10 days of the first meeting of the public body in each calendar or fiscal year, the body must publicly post a list stating the dates, times, and places of all its regular meetings at its principal office.

Section 4.13 of the City Charter- Regular meetings of the council shall be held at least twice in each calendar month at the usual place of holding meetings of the Council. If any time set by resolution of the Council for the holding of a regular meeting of the council shall be a holiday, then such regular meeting shall be held on the next following secular day which is not a holiday or on such other day as may be set by the Council.

Two dates fall on holidays:

May 26 (Memorial Day) rescheduled to next secular day - Tuesday, May 27th

October 13 (Indigenous People's Day) reschedule to next secular day - Tuesday October 14

Regular City Council meetings will be held at Saugatuck City Hall, 102 Butler Street, Saugatuck, MI 49453 at 6:30 p.m. on the second and fourth Monday of each month.

BUDGET ACTION REQUIRED:

N/A

COMMITTEE/COMMISSION REVIEW:

N/A

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Move to approve Resolution 241209-A listing the City Council schedule of meetings for the year 2025.

Move to approve Resolution 241209-A listing the City Council schedule of meetings for the year 2025 with the following date changes:

Change May 26 to May ____.

Change October 13 to October ____.

**City of Saugatuck
County of Allegan
State of Michigan**

RESOLUTION NO. 241209-A

A RESOLUTION ADOPTING CITY COUNCIL SCHEDULE OF MEETINGS FOR 2025

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

WHEREAS, Section 4.13 for the City Charter requires that regular meetings of the City Council shall be held at least twice in each calendar month and;

WHEREAS, Michigan’s Open Meetings Act (Public Act No. 267 of 1976, as amended) states that within 10 days of the first meeting of the public body in each calendar or fiscal year, the body must publicly post a list stating the dates, times and places of all its regular meetings at its principal office.

NOW, THEREFORE, IT IS RESOVED THAT:

1. Regular City Council meetings will be held at Saugatuck City Hall, 102 Butler Street, Saugatuck, MI 49453 at 6:30 p.m. on the second and fourth Monday of each month.
2. Special and Irregular meetings of the City Council require a notice posted indication the date, time, and place at least 18 hours before the meetings.
3. The City Council adopts the following meeting schedule for the regular City Council meetings for 2025.

January 13, 2025	May 12, 2025	September 8, 2025
January 27, 2025	May 27, 2025	September 22, 2025
February 10, 2025	June 9, 2025	October 14, 2025
February 24, 2025	June 23, 2025	October 27, 2025
March 10, 2025	July 14, 2025	November 10, 2025
March 24, 2025	July 28, 2025	November 24, 2025
April 14, 2025	August 11, 2025	December 8, 2025
April 28, 2025	August 25, 2025	December 22, 2025

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABESTN: _____

ADOPTED this 9th day of December 2024

Signed: _____
Holly Anderson, Mayor

Jamie Wolters, City Clerk

Certification:

I, Jamie Wolters, the duly appointed clerk of the City of Saugatuck do hereby certify the foregoing is true and complete copy of resolution adopted by the Saugatuck City Council at a regular meeting held on December 19 2024, in compliance with the Open Meetings 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



The CITY OF SAUGATUCK is accepting applications for appointments to the following boards:

Compensation Commission.

A Compensation Commission reviews and recommends compensation for members of the City Council including the Mayor. The Compensation Commission consists of three individuals who are registered electors of the city. No officer, employee or contractor of the city or immediate family members of the same shall be eligible to serve on the Compensation Commission. The Commission shall review current compensation levels for members of the City Council and such other information as the Commission deems pertinent, and shall, based on that review, make a recommendation to the City Council with regard to proposed modifications to be made (if any) to the compensation.

Planning Commission:

The City of Saugatuck Planning Commission is a seven-member commission empowered by City Council and is given the authority to establish procedures, standards and administrative rules whereby applicants are required to submit for review and approval a site development plan. The powers and duties of the Planning Commission are provided by Act No. 285 of the Public Acts of the State of Michigan, as amended.

Saugatuck Planning Commission meetings are held at Saugatuck City Hall, 102 Butler Street, Saugatuck, MI 49453 at 7:00 p.m. on the 3rd Thursday of each month unless otherwise noted.

Zoning Board of Appeals Member-

The City of Saugatuck Zoning Board of Appeals (ZBA) is a five-member board with two alternates. They receive, review and decide on applications for variances, or relief from specific sections of the zoning ordinance. The ZBA was created to provide residents with a forum at which they can appeal issues arising from interpretations of the City's zoning ordinance.

Saugatuck Zoning Board of Appeals meetings are held at Saugatuck City Hall, 102 Butler Street, Saugatuck, MI 49453 at 7:00 p.m. on the 2nd Thursday of each month unless otherwise noted.

Historic District Commission:

The City of Saugatuck Historic District Commission (HDC) is a seven-member commission with an expertise in historic preservation or historic architecture that makes quasi-judiciary decisions on design review for proposed exterior work in the designated historic district. Commission members are residents of the City of Saugatuck appointed by the Mayor with City Council approval to serve three-year terms. Saugatuck Historic District Commission meetings are held at Saugatuck City Hall, 102 Butler Street, Saugatuck, MI 49453 at 6:00 p.m. on the 1st Thursday of each month unless otherwise noted.

If you are a resident of the City of Saugatuck and have the desire and ability to serve, please contact City Hall at (269) 857-2603 for more information or to request an application.

Jamie Wolters, Saugatuck City Clerk

Dated: 12-9-24