CITY COUNCIL MEETING AGENDA
July 22, 2024 – 6:30 pm
This is an in-person meeting at Saugatuck City Hall, 102 Butler St, Saugatuck, MI 49453.
The meeting will also be available live, virtually on Zoom.

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

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

Then enter "Meeting ID":
2698572603

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

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Mayor's Comments**
5. **City Manager Comments**
6. **Agenda Changes** *(Additions/Deletions)*
7. **Guest Speakers**
8. **Public Comment on Agenda Items Only** *(Limit 3 minutes)*
9. **Consent Agenda:** *(Roll Call)* ***Pg.3***
   - **A.** Regular Meeting Minutes- July 8, 2024.
   - **B.** Annual Special Event- Art in the Park
   - **C.** Annual Special Event- Labor Day Walk
   - **D.** Annual Special Event- Saugatuck Film Festival
   - **E.** Annual Special Event- 12th Spear Street Block Party
   - **F.** Right of Way Sign Application- Venetian Festival
   - **G.** Change Order #6 for 2023 Street Improvements
10. **Staff Reports, Boards, Commissions & Committees:** ***Pg.48***
    - **A. Staff Reports:**
      1. City Manager
      2. Treasurer
      3. Clerk
      4. Planning and Zoning
      5. Department of Public Works
      6. Police
      7. Engineer

B. Boards, Commissions & Committees:

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

11. Request for Payment: None.

12. Approval of Accounts Payable: *(Roll Call)* ***Pg.57***

A. Accounts Payable in the amount of $97,398.02

13. Introduction of Ordinances: None.

14. Unfinished Business: None.

15. New Business:

A. Hardscaping Installation Request- Wicks Park Bar & Grille *(Voice Call)* ***Pg.60***
B. Right of Way Seating Request along Mary Street- Wicks Park Bar & Grille *(Voice Call)* ***Pg.88***
C. Monitoring Well Installation Request- 650 Water Street (Voice Call) ***Pg.95***
D. Approval of City Manager's Appointment for Treasurer/Finance Officer *(Roll Call)* ***Pg.106***
E. Wage Scale and Paid Holiday Adjustments *(Roll Call)* ***Pg.112***

16. Public Comments *(Limit 3 minutes)*

17. Correspondence: ***Pg.115***

A. Jonathan Scheel

18. Council Comments

19. Adjourn *(Voice Vote)*

CITY COUNCIL MEETING MINUTES
July 8, 2024

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

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

Pledge of Allegiance.

Attendance:
Present: Mayor Stanton, Mayor Pro-Tem Baldwin and Councilmembers Anderson, Gardner, Muncey and White.
Absent:
Others Present: City Manager & Director of Planning/Zoning & Project Management Cummins, Attorney Jake Witte and Clerk Wolters.

Mayor's Comments: Saugatuck had an incredible Fourth of July weekend. She thanked the organizer of the parade, April Gundy. She thanked the Convention and Visitor's Bureau and Lisa Mize for the fireworks display. She thanked all the businesses for their hard work and DPW for keeping the town clean and pristine. She will continue to use her voice and influence to promote the town the way she has for 20 years of living and visiting here.

City Manager Comments: He thanked the Convention and Visitor's Bureau, DPW and the Oval Beach team for their fantastic job. He also thanked the fire department and public safety personnel for keeping the events safe.

Agenda Changes:
Motion by Baldwin, second by Gardner to add Allison Furman as guest speaker. Via voice vote, motion carried unanimously.

Guest Speakers:
Allison Furman provided a legislative and budget update for representative Joey Andrews.

Public Comment on Agenda Item Only:
Glenna DeYoung, non-resident: in support of the airport property.
Kelly Roche, resident: in support of the airport property.
Marsha Casper, non-resident: in support of the airport property.
Chris Clark, non-resident: in support of the airport property.
Keith Charak, resident: in support of the airport property.
Chris Peterson, resident: wants more information on the airport property.
Jon Vanderbeek, resident: in support of the airport property.
Joe Leonatti, resident: would like clarification on the airport property information.
Sheila Denman, resident: opposed to short term rental caps.
Catherine Simon, resident: asked why the City did not reach out to all short-term rental owners with CAP discussion.
Ethan Barde, resident: opposed to short-term rental CAP.
Richard Williams, resident: opposed to short-term rental CAP.
Sherry Tedaldi, resident: provided an economic study for Saugatuck from 2019.
Bobbie Gaunt, resident: in support of short-term rental CAP.
Joe Clark, resident: in support of short-term rental CAP.
Paul Cares, resident: opposed to short-term rental CAP.
Jane Underwood, resident: in support of short-term rental CAP.
Greg Auer, resident: opposed to short-term rental CAP.
Kim Auer, resident: opposed to short-term rental CAP.
CJ Bagierek, resident: opposed to short-term rental CAP.
Severyn Nowicki, resident: opposed to short-term rental CAP.
Tammy Kerr, resident: opposed to short-term rental CAP.
Mark LaChey, resident: opposed to short-term rental CAP.
Lisa Mize, non-resident: opposed to short-term rental CAP.
Austin Marineau, resident: in support of what City Council will decide on short-term rental CAPS.
Steven Ross, resident: in support of short-term rental CAP.
Joe Park, non-resident: opposed to short-term rental CAP.
Nancy Kimble, resident: in support of airport property and short-term rental CAP.
Lew Wessell, resident: Short-term rental CAP should be a resident vote.
Richard Waskin, resident: opposed to short-term rental CAP.
Michele Chitwood, resident: opposed to short-term rental CAP.

Consent Agenda:

A. Regular Meeting Minutes- June 24, 2024.
B. Historic District Commission Appointment.
C. Zoning Board of Appeals and Parks and Public Works Committee Reappointments- Richard Bont and Kelly Roche.

Motion by Anderson, second by Baldwin to approve the consent as presented. Via roll call vote, motion carried unanimously.

Staff Reports:
City Manager/Director of Planning & Zoning, City Clerk, Police and Engineer submitted status reports of current activities since the last Council meeting on June 24, 2024, for their respective departments.
City Manager Cummins added to his report:

- The results from the recent Trash and Recycling public survey:

    - 159 responses.
        - 70% were either satisfied or very satisfied with current trash services.
        - 12% were neutral.
        - Desire for increase recycling pick-up and Republic is willing to increase to bi-monthly.
    - City Manager Cummins would like to move forward with a negotiation to extend with Republic.
- On Wednesday, there will be interviews on Wednesday for the open Director of Planning and Zoning and Thursday for the open position of Treasurer.

Boards, Commissions & Committees:

Fire District Administration Board, Dan Fox:

- Thanked Ryan Cummins for mentioning the fire and police service.
- The safety and emergency response plan for the Fourth of July parade was a 40-page plan.
    - Candy throwing was a safety issue at the parade and needs to be prohibited.

Interurban Board, Councilmember Muncey:

- The next meeting is Tuesday July 16th.
- They provided a free shuttle service on July 5th from 7pm-12pm for the fireworks.
- Interurban is funded mostly by federal dollars.
- Moving forward with expanding the building with grant money.

KLSWA, Barry Johnson: None.

Kalamazoo Lake Harbor Authority, Councilmember White:

- The next meeting is Tuesday July 16th.

Zoning Board of Appeals, Ryan Cummins: None.

Historic District Commission, Councilmember Gardner:

- Next meeting August 1st at 6:00 p.m.

Planning Commission, Chair Councilmember Anderson:

- The next meeting is July 18th at 7:00 p.m.

Parks and Public Works Committee, Mayor Pro-Tem Baldwin:

- The next meeting is July 23rd at 10 a.m.

Tri-Community Non-Motorized Trail Study Committee, Councilmember Dean:

- Nothing more than what is noted in the City Manager report.

Request for Payment: None.

Approval of Accounts Payable:

A. Accounts Payable in the amount of $190,213.28.

Motion by Muncey, second by Dean to approve the accounts payable in the amount of $190,213.28*. Via roll call vote, motion carried unanimously.*

Introduction of Ordinances: None.

Unfinished Business: None.

New Business:

Ordinance No. 240708-A, Amending the Water Regulations and Resolution No. 240708-A, Approving a Change in the City's Schedule of Fees to Establish a Water Capital Improvement Charge:

Motion by Baldwin, second by Anderson to approve Ordinance No. 240708-A, amending the water regulations and Resolution No. 240708-A, approving a change in the City's schedule of fees to establish a water capital improvement charge. Via roll call vote, motion carried unanimously.

Planning Commission Recommendation for Caps on short-Term Rentals in R-1 Residential Districts:

Mayor Stanton asked Council if any Councilmembers want to disclose a conflict of interest.

Councilmember White recused himself from the conversation due to the fact that he is currently in the process of applying for a short-term rental.

- Attorney Jake Witte provided the following summary of the City Charter:
    - The City Charter specifically defines a conflict of interest as an issue or matter in which a council member or a member of their family has a proprietary or financial interest or is the result of which they may receive or gain a financial benefit. That is the charter definition of a conflict of interest. Councilmember White cannot deliberate or vote on anything.

- Councilmember Dean noted he does not have a short-term rental interest. He lives in a single-family home where he is raising his kids, and does not have a ADU. He is a full-time resident and a voter.
- Mayor Pro-Tem Baldwin noted that she is a single-family homeowner, has never been a short-term rental owner, doesn't have an ADU and doesn't work for any real estate investment companies.
- Councilmember Muncey noted he doesn't work for any real estate company, his income doesn't depend on short-term rentals, and he doesn't own property in Saugatuck.
- Mayor Stanton noted she owns a home in Saugatuck, owned a short-term rental for three years and no longer has a short-term rental.

Motion by Gardner, second by Muncey to reject the Planning Commission for short-term rental CAPS.

- Councilmember Gardner noted he did not disclose his potential conflicts of interest. He does not have a conflict of interest. 245 Spear Street does have a rental certificate that has been in effect since a couple of months ago. It is an accessory dwelling unit. They are primary residents of the property. He has been a short-term rental owner in the past, he utilized that tool and

long-term rentals while living in Chicago to be able to sustain and to be able to pay their mortgage. I was not a money-making venture, just to cover costs. That option was important to him and his wife financially at the time.

- Attorney Jake Witte provided the following information:

    - Holding a short-term rental license, that is distinguishable from having an application, where the Council's decision tonight can determine whether or not Councilmember White will be able to utilize his property as a short-term rental at all. The impacts on Councilmember Gardner will be a lot more generalized, less specific and more indirect. Michigan law recognizes that a indirect financial impact does not necessarily create a conflict of interest.

- Mayor Pro-Tem Baldwin called the question.

Motion on the table:

Motion by Gardner, second by Muncey to reject the Planning Commission for short-term rental CAPS. Via roll call vote, motion failed 3-2. Yes- Gardner, Muncey. No- Baldwin, Dean, Stanton.

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

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

Via roll call vote, motion carried 3-2. Yes-Anderson, Baldwin, Dean. No-Gardner, Muncey.

<u>Staff Wage Scale and Paid Holiday Adjustments:</u>

Motion by Gardner, second by Muncey to table this discussion to have as an agenda item at our next workshop for potential adoption at the next regular Council meeting. Via roll call vote, motion carried. Yes- Gardner, Muncey, Stanton, White. No-Anderson, Baldwin.

Public Comment:
Jane Underwood, resident: League of Women Voters is sponsoring a meet and greet on July 17th at the Saugatuck Douglas Library from 6pm-8pm and also commented on the cell service at Oval Beach and described a fatal incident that happened two years ago.
Greg Auer, resident: noted that Council did not take his STR data information serious, and they have not advanced the town with their decision.
Severyn Nowicki, resident: does not believe that the Council's decision on STR solved any issues. He shared his concerns about the last City Manager's departure.
Keith Charak, resident: shared his residential impact study about his surrounding neighborhood.
Joe Leonatti, resident: shared his concerns regarding Council ethics.
Bobby Gaunt, resident: Thanked Council for their service. Supports the airport property not only as a citizen but also chair of the Coastal Alliance.
Diana Dekker, resident: she believes Ryan Cummins is the right person for City Manager, hopes Clerk gets a raise because the City lost a very good clerk to go somewhere else and the City lost a great Treasurer.
Liz Amundson, resident: she thanked Council for their service and expressed her thoughts about her history with short-term rentals and the community.

Correspondence:
Timothy O'Keefe-Navar
Greg Auer
Richard Williams
Jennifer Davenport & Stephen Boyd
Petition for a Pause – Airport Property

Council Comments:

- Councilmember Anderson:
  - Gave a shout out to the CVB and April Gundy for the Fourth of July events.
  - Also thanked all who showed up online, in person including Council and Staff.
  - She is proud to be a part of the team even though they don't always agree, she knows everyone has the best interests of the City.

- Mayor Pro-Tem Baldwin:
  - Appreciates the respectful discourse the Council had this evening as it is hard for all.
  - Would like to keep moving forward with respectful, decent conversations and be mindful of the fact that on the other side of the keyboard sits a real human being and to be aware of that and appreciate everybody else.

- Councilmember Gardner:
  - Said thank you and remains humbled to serve the citizens of Saugatuck including the people who voted for him as well as the people who live and work in Saugatuck.
  - Everyone is important to him as a citizen of this community.
  - He appreciated the opportunity to serve and hopes to continue in the foreseeable future.

- Councilmember Dean
    - City Government is a marathon not a sprint.
    - Thanked City staff for staying late for the meeting.
    - Thanked Council for their deliberations.
    - Thanked the community who spoke their minds this evening in a civil and democratic manner.

- Councilmember Muncey:
    - Music in the Park is this evening at 7pm with Nate Holley.

- Councilmember White:
    - Appreciates the comments from the community and they made themselves heard.

- Mayor Stanton**:**
    - She realizes the tough issue tonight and appreciates everybody who wanted to sit down with her and have great conversations. Council went back and forth on a lot of things and in a very respectful way. She appreciates everyone who took the time to do so.

Adjournment:

Motion by Muncey, second by Baldwin to adjourn the meeting. Upon voice vote, motion carried unanimously. Mayor Pro-Tem Baldwin adjourned at 9:19p.m.

Respectfully Submitted

_____

Jamie Wolters, City Clerk

City Council Agenda Item Report

FROM: Jamie Wolters

MEETING DATE: July 22, 2024

SUBJECT: Annual Special Event-Art in the Park Saugatuck

DESCRIPTION:

Art Entrepreneurs is proposing Art in the Park Saugatuck to be held on September 14, 2024. See attached application and breakdown of event below. City Staff, Fire, Police, and event organizer will meet closer to the event date to discuss specifics needed from each department.

BREAKDOWN OF EVENT:

Name: Art in the Park Saugatuck
Dates: 9/14/24
Hours: 10am-4pm
Location: Wicks Park
Booths: 40
Vendor Parking: Saugatuck High School and local church via Interurban
Music: 10:30am-3:30pm

BUDGET ACTION REQUIRED:

N/A

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Motion to approve/deny the Art in the Park Saugatuck to take place on September 14th, 2024 organized by the Artist Entrepreneurs.

Council Action

_____ Approved

_____ Denied

_____ Date

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

SPECIAL EVENT & PARADE APPLICATION

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

SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: Artist Entrepreneurs **TELEPHONE:** 616-292-3930

MAILING ADDRESS: 2522 GRAND VISTA CT NW, Grand Rapids, MI 49534

CONTACT NAME: Anna Donahue **TELEPHONE:** 616-292-3930

E-MAIL ADDRESS: anna@annadonahue.com **CELL PHONE:** 616-292-3930

CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: Anna Donahue **TELEPHONE:** 616-292-3930

E-MAIL ADDRESS: anna@annadonahue.com **CELL PHONE:** 616-292-3930

EVENT INFORMATION

NAME OF EVENT: Art in the Park Saugatuck **DATE(S) OF EVENT:** 9/14/2024

PURPOSE OF EVENT: Artists Sell Their Artwork to the Public **RAIN DATE:**

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

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

EVENT LOCATION: Wicks Park, 420 Water Street **EVENT HOURS:** 10 am - 4 pm

ESTIMATED NUMBER OF ATTENDEES: 1500-2000

ESTIMATED NUMBER OF VOLUNTEERS: 12

ESTIMATE DATE / TIME FOR SET-UP: 9/14/2024 7 am-10 am 3 hours ■ A.M. ☐ P.M.

ESTIMATE DATE / TIME FOR CLEAN-UP: 9/14/2024 4 pm-5pm 1 hour ☐ A.M. ■ P.M.

EVENT DETAILS

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

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

PROPOSED TIME MUSIC WILL BEGIN: 10:30 am **END:** 3:30 pm

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

☐ *Provide Copy of Health Department Food Service License*

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

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

☐ *Provide Copy of Michigan Liquor Control License*

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

_____

WILL FIREWORKS BE APART OF EVENT: ☐ Yes ■ No

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

☐ *Provide Copy of Fireworks Permit*

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

■ **"YARD" SIGNS -** Number requested: 12 (Maximum size is 2' x2'. Cannot be displayed no more than 15 days prior to first day of event and must be removed 24 hours after end of event.)

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

■ **SIGNAGE AT EVENT SITE -** Location(s): On grass near sidewalk areas and on the gazebo

Description of signs: Colorful temporary yard signs (2' x 2') and a banner on the gazebo

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

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

■ **BOOTHS – QUANTITY** 40 ☐ **TENTS – QUANTITY**_____

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

☐ **PORTABLE TOILETS – QUANTITY**_____

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

If yes, where do you propose your vendors park? at the High School or Local Church

Will the Interurban be utilized? ■ Yes ☐ No Time(s) 7 am - 10 am and 4 pm -5 pm

DEPARTMENT OF PUBLIC WORKS

☐ APPROVED ☐ DENIED _____

Authorized Personnel Signature

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

☒ **TRASH RECEPTACLES – QUANTITY** 6 ☐ **BARRICADES – QUANTITY** _____

☐ **TRAFFIC CONES – QUANTITY** _____ ☒ **PARKING SIGNS – QUANTITY** 6

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

☐ **OTHER** _____

POLICE DEPARTMENT

☐ APPROVED ☐ DENIED _____

Authorized Personnel Signature

ADDITIONAL OFFICERS REQUIRED? ☐ Yes ☐ No

If yes please describe & include times _____

Other (describe): _____

SAUGATUCK TOWNSHIP FIRE DISTRICT

☐ APPROVED ☐ DENIED _____

Authorized Personnel Signature

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

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

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

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

Describe Sidewalk Use: _____

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

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

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

Parking Lot Location: NEXT TO WICKS PARK = 6 PARKING SPACES

Sidewalk closure date/time: 7:00 AM Sept 14 ☒ **A.M.** ☐ **P.M.**

Sidewalk re-open date/time: 5:00 pm Sept 14 ☐ **A.M.** ☒ **P.M.**

What parking arrangements are proposed to accommodate potential attendance: _____

APPLICATION CHECK LIST

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

If document is missing, please explain:_____

The applicant and sponsoring organization understand and agrees to:

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

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

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

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

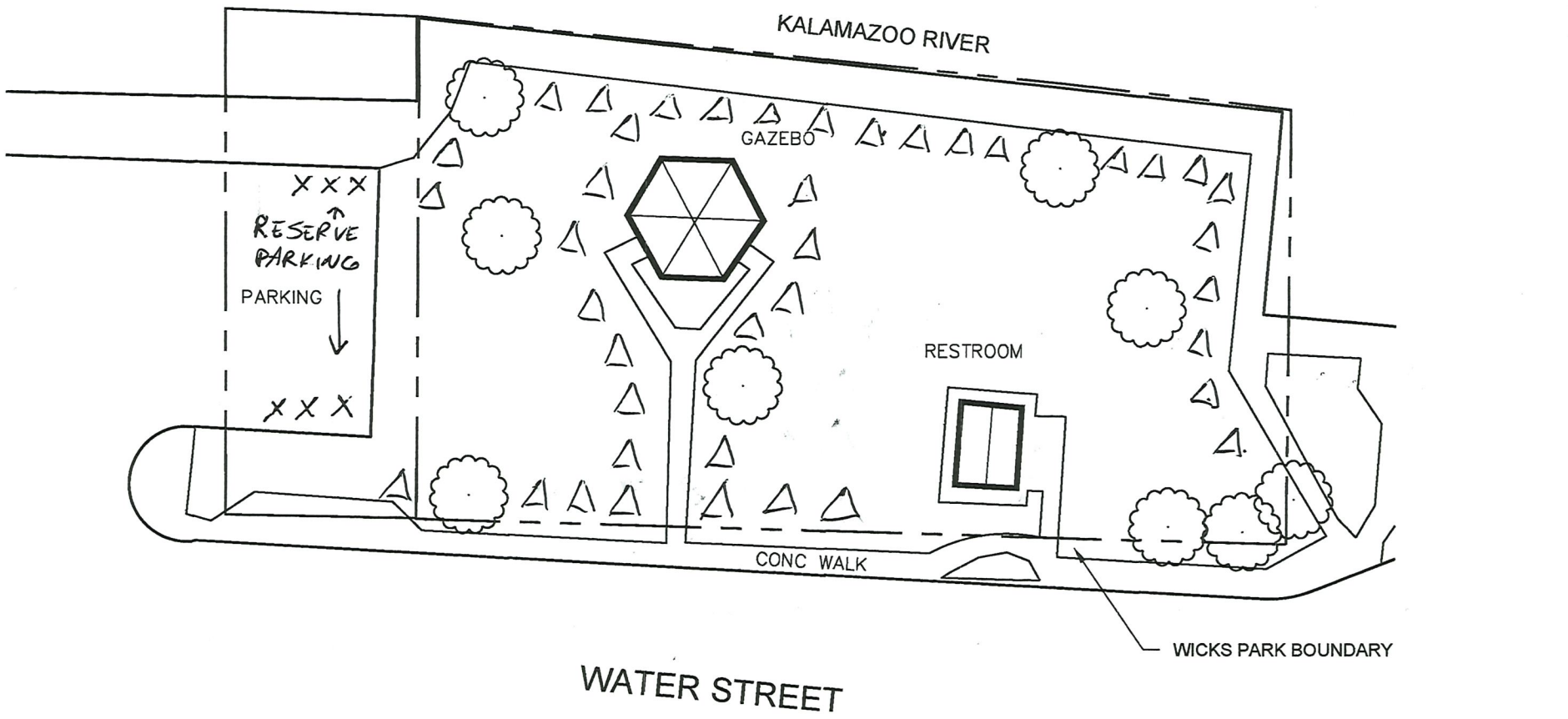
Applicant agrees to defend, indemnify and hold harmless the City of Saugatuck, Michigan from any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from this Special Event by reason of any damage to property, personal injury or bodily injury,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

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

_____ 6-14-2024

Applicant Signature **Date**

3187_Wicks Park\ricks 2/3/2016



X = RESERVE PARKING

Δ = BOOTHS

APPLICANT TO SKETCH LOCATION OF PROPOSED TEMPORARY STRUCTURES, TENTS, STAGES, EQUIPMENT, TRAILERS, PORTA POTTY'S, ETC...

FLEIS & VANDENBRINK ENGINEERING, INC.

CITY OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN

WICKS PARK
PARK USE PERMIT APPLICATION
2016 3187

City Council Agenda Item Report

FROM: Jamie Wolters

MEETING DATE: July 22,2024

SUBJECT: Annal Special Event-Labor Day Bridge Walk

DESCRIPTION:

SPS Community Recreation is proposing the Labor Day Bridge Walk to be held on September 4, 2024. See attached application and breakdown of event below. City Staff, Fire, Police, and event organizer will meet closer to the event date to discuss specifics needed from each department.

BREAKDOWN OF EVENT:

Name:	Labor Day Bridge Walk
Dates:	9/2/24
Hours:	9:30 a.m. – 10: a.m.
Location:	Blue Star Bridge between Saugatuck and Douglas

BUDGET ACTION REQUIRED:

N/A

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Motion to approve/deny the Labor Day Bridge Walk to take place on September 4th, 2024, organized by the SPS Community Recreation, contingent on a safety meeting and approval from Fire, Police and DPW.

City of Saugatuck EST. 1868

_____ Approved

_____ Denied

7-22-24 Date

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

SPECIAL EVENT APPLICATION

Must be filled out in its entirety & returned to the City Clerk's Office 30 days prior to scheduled event

SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: SPS Community Recreation TELEPHONE: 269-857-1444

MAILING ADDRESS: PO Box 818 Douglas MI 49406

CONTACT NAME: Scott Kierzek TELEPHONE: 616-886-0577

E-MAIL ADDRESS: skierzek@saugatuckps.com CELL PHONE: _____

CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: Same TELEPHONE: _____

E-MAIL ADDRESS: _____ CELL PHONE: _____

EVENT INFORMATION

NAME OF EVENT: Labor Day Bridge Walk DATE(S) OF EVENT: 9-2-24

PURPOSE OF EVENT: Tradition RAIN DATE: None

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

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

EVENT LOCATION: Blue Star Bridge EVENT HOURS: 9:30am – 10am

ESTIMATED NUMBER OF ATTENDEES: 300

ESTIMATED NUMBER OF VOLUNTEERS: 12

ESTIMATE DATE / TIME FOR SET-UP: 8:30 am 8:30 ☒ A.M. ☐ P.M.

ESTIMATE DATE / TIME FOR CLEAN-UP: 10:00 10:15 ☒ A.M. ☐ P.M.

EVENT DETAILS

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

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

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

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

☐ *Provide Copy of Health Department Food Service License*

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

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

☐ *Provide Copy of Michigan Liquor Control License*

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

_____

WILL FIREWORKS BE APART OF EVENT: ☐ Yes ☒ No

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

☐ *Provide Copy of Fireworks Permit*

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

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

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

☐ **SIGNAGE AT EVENT SITE** - Location(s): _____

Description of signs:_____

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

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

☒ **BOOTHS – QUANTITY** One ☐ **TENTS – QUANTITY**_____

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

☐ **PORTABLE TOILETS – QUANTITY**_____

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

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

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

DEPARTMENT OF PUBLIC WORKS

☐ APPROVED ☐ DENIED _____

Authorized Personnel Signature

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

☐ TRASH RECEPTACLES – QUANTITY_____ ☒ BARRICADES – QUANTITY 5-6 & Vehicle

☒ TRAFFIC CONES – QUANTITY 150-200 ☐ PARKING SIGNS – QUANTITY_____

☐ FENCING ☐ WATER ☐ ELECTRIC ☐ RESTROOM CLEANING

☐ OTHER See attached 10-12 Vehicles to block lane.

POLICE DEPARTMENT

☐ APPROVED ☐ DENIED _____

Authorized Personnel Signature

ADDITIONAL OFFICERS REQUIRED? ☒ Yes ☐ No

If yes please describe & include times 4 to 5 Police Cars. One on each

Other (describe): side of Bridge controlling traffic - See attached

SAUGATUCK TOWNSHIP FIRE DISTRICT

☐ APPROVED ☐ DENIED _____

Authorized Personnel Signature

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

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

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

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

Describe Sidewalk Use:_____

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

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

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

Parking Lot Location:_____

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

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

What parking arrangements are proposed to accommodate potential attendance:_____

_____

LABOR DAY BRIDGE WALK

Police Staff: 4-5 Cars
DPW Staff/Equipment:

- 3-4 Staff
- 150 cones
- 5 barricades (3 on northside and 2 on southside)
- Signage on north end of bridge notifying southbound traffic of lane shift
- Every truck, vehicle, trailer they own (10 -12 vehicles)
- Saugatuck used fire trucks

TIME LINE:
Prior to event: Stage vehicles, barricades, etc. Douglas DPW uses Veterans Park

9am: Police shut down center lane. DPW set up barricades (north to south) 3 concrete barricades on angles. Cones set up down west lane. Walkers use west lane + bike path + sidewalk (see pics)
Cones also set up on the double center lane (see pic)
One lane traffic (each way) continues on the two east lanes during set up and walk.
DPW vehicles, firetrucks and police cars park and form barrier down middle lane (see pics)

9:10-9:30am: Walkers gather on the south side using the south west bridge area near condos
DPW sets up no through traffic signs under bridge (Washington)

9:30am: Walk begins. Walkers walk across the bridge and back. Takes approx. 30 min

10am: After the last walkers return to southside of bridge DPW picks ups barricades and cones south to north.


Barricades
CONES
BLUE STAR HWY
BLUE STAR HWY


CONES
WASHINGTON ST
WASHINGTON ST
TENT
BARRICADES
WASHINGTON ST






WELC
T
DOUG

LABOR DAY BRIDGE WALK

2023

START TIME: 9:30 A.M.

EVENT LENGTH: 20 MINUTES

INCIDENT COMMAND: CHIEF KENT

STAFF:

DOUGLAS PD

Chief Kent (49)	Blue Star/Kalamazoo Bridge (Car 4)
Cpl Warsen (42)	Blue Star/Main St (Car 1)
Officer Dyer (43)	Blue Star/Union St (Car 2)
	Blue Star North of Bridge (Car 5 unmanned)

ALLEGAN COUNTY SHERIFFS OFFICE

Deputy Haskill (C3)	Blue Star South of Lake St

DOUGLAS DPW

Director Zoet	Blue Star/Kalamazoo Bridge
Cody Carpenter	Blue Star/Kalamazoo Bridge
Seasonal Staff (x2)	Blue Star/Kalamazoo Bridge

COMMUNICATIONS

Event talk group 1 used for alternating northbound and southbound traffic. Warsen and Dyer communicate with Haskill.

EQUIPMENT

5 Police patrol vehicles

Multiple DPW vehicles and equipment

Cement barricades

Traffic Cones

EVENT GOAL:

Community fundraiser walk across the Kalamazoo River Bridge (Very small scale of Mackinac Bridge Walk). Walk occurs in southbound lane of Blue Star Highway from Main Street to a point just north of the Kalamazoo River Bridge.









City Council Agenda Item Report

FROM: MEETING	Jamie Wolters
DATE:	July 22, 2024
SUBJECT:	Annual Special Event-Saugatuck Film Fest

DESCRIPTION:

Logan White submitted a special event application for the Saugatuck Film Festival.

BREAKDOWN OF EVENT:

Location: Saugatuck Women's Club
Date: September 14, 2024
Time: 12pm-10pm
Estimated number of attendees: 95
Volunteers: 10

BUDGET ACTION REQUIRED:

N/A

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Motion to approve/deny Saugatuck Film Festival to take place on September 14,2024, organized by Saugatuck Film Fest, contingent on approval from Fire, Police & DPW.

Council Action
_____ Approved
_____ Denied
_____ Date

City of Saugatuck ★ EST. 1868

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

SPECIAL EVENT & PARADE APPLICATION

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

SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: Saugatuck Film Fest **TELEPHONE:** 616 836 5428

MAILING ADDRESS: PO Box 302 Saugatuck MI 49453

CONTACT NAME: Logan White **TELEPHONE:** 616 836 5428

E-MAIL ADDRESS: Logan@saugatuckfilmfest.org **CELL PHONE:**

CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: Logan White **TELEPHONE:** 616-836-5428

E-MAIL ADDRESS: Logan@saugatuckfilmfest.org **CELL PHONE:**

EVENT INFORMATION

NAME OF EVENT: Saugatuck Film Fest **DATE(S) OF EVENT:** 9/14/24

PURPOSE OF EVENT: Arts & Culture **RAIN DATE:** N/A

☑ Non-Profit ☐ For-Profit ☐ City Operated/Sponsored ☐ Co-Sponsored
☐ Marathon/Race ☑ Festival/Fair ☐ Video/Film Production ☐ Other _____

EVENT LOCATION: Saugatuck Womens Club **EVENT HOURS:** 12P - 10P

ESTIMATED NUMBER OF ATTENDEES: 95

ESTIMATED NUMBER OF VOLUNTEERS: 10

ESTIMATE DATE / TIME FOR SET-UP: 9/14/24 8 ☑ A.M. ☐ P.M.

ESTIMATE DATE / TIME FOR CLEAN-UP: 9/14/24 11 ☐ A.M. ☑ P.M.

EVENT DETAILS

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

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

PROPOSED TIME MUSIC WILL BEGIN: 11A **END:** 11p, inside only

FOOD VENDORS/CONCESSIONS: (Contact Allegan County Health Department) ☑ Yes ☐ No
popcorn
☐ *Provide Copy of Health Department Food Service License*
working on this

WILL ALCOHOL BE SERVED AT THIS EVENT: ☑ Yes ☐ No
☑ *Provide Copy of Liquor Liability Insurance* (listing the City as additionally insured) last years attached to email, does not come until week of
☑ *Provide Copy of Michigan Liquor Control License*
If yes, describe measures to be taken to prohibit the sale of alcohol to minors: IDs checked at door and at point of sale

WILL FIREWORKS BE APART OF EVENT: ☐ Yes ☑ No
☐ *Provide Copy of Liability Insurance* (listing the City as additionally insured)
☐ *Provide Copy of Fireworks Permit*

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

☑ **"YARD" SIGNS** - Number requested: 8 (Maximum size is 2' x2'. Cannot be displayed no more than 15 days prior to first day of event and must be removed 24 hours after end of event.)

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

☑ **SIGNAGE AT EVENT SITE** - Location(s): outside Women club day of
Description of signs: 2x8 plastic attached to tent (10x10 pop up)
(Signs at event site cannot be displayed prior to day of the event and must removed at the end of the event.)

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

☐ **BOOTHS – QUANTITY**_____ ☑ **TENTS – QUANTITY** 1 10x10 easy up

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

☐ **PORTABLE TOILETS – QUANTITY**_____

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

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

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

DEPARTMENT OF PUBLIC WORKS

☐ APPROVED ☐ DENIED _____

Authorized Personnel Signature

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

☐ TRASH RECEPTACLES – QUANTITY_____ ☐ BARRICADES – QUANTITY_____

☐ TRAFFIC CONES – QUANTITY _____ ☐ PARKING SIGNS – QUANTITY_____

☐ FENCING ☐ WATER ☐ ELECTRIC ☐ RESTROOM CLEANING

☐ OTHER_____

POLICE DEPARTMENT

☐ APPROVED ☐ DENIED _____

Authorized Personnel Signature

ADDITIONAL OFFICERS REQUIRED? ☐ Yes ☒ No

If yes please describe & include times_____

Other (describe):_____

SAUGATUCK TOWNSHIP FIRE DISTRICT

☐ APPROVED ☐ DENIED _____

Authorized Personnel Signature

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

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

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

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

Describe Sidewalk Use:_____

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

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

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

Parking Lot Location:_____

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

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

What parking arrangements are proposed to accommodate potential attendance:_____

_____

APPLICATION CHECK LIST

☑ **Completed Application**

☐ ~~**Event Map (includes detailed event layout for vendors, booths, porta potties, etc.)**~~

☐ ~~**Road/Sidewalk/Parking Lot Closure Map**~~

☑ **Certificate of Insurance (listing the City of Saugatuck as additionally insured)**

☐ ~~**Fireworks Permit (if applicable)**~~

☑ **Michigan Liquor Control Commission Special Event License (if applicable)**

☐ **Health Department Food Service License (if applicable)**

If document is missing, please explain: I do not have a food service license yet, if denied will get through a local brewers.

The applicant and sponsoring organization understand and agrees to:

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

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

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

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

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

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

Logan Wells

Applicant Signature

6/28/24

Date

City Council Agenda Item Report

FROM: MEETING	Jamie Wolters
DATE:	July 22, 2024
SUBJECT:	Annual Special Event-12th Annual Spear St & Friends Block Party

DESCRIPTION:

Logan White submitted a special event application for the 12th Annual Spear St & Friends Block Party.

BREAKDOWN OF EVENT:

Date: August 17, 2024
Time: 5pm-11pm
Estimated number of attendees: 70
Volunteers: 5

BUDGET ACTION REQUIRED:

N/A

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Motion to approve/deny 12th Annual Spear St & Friends Block Party to take place on August 17, 2024 organized by Spear St. Block Party Committee, contingent on approval from Fire, Police & DPW.

Council Action
_____ Approved
_____ Denied
_____ Date

City of Saugatuck
EST 1868

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

SPECIAL EVENT & PARADE APPLICATION

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

SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: Spear St. Block Party Committee **TELEPHONE:** 616 836 5428

MAILING ADDRESS: PO BOX 302 Saugatuck MI 49453

CONTACT NAME: Logan White **TELEPHONE:** " "

E-MAIL ADDRESS: l.white@me.com **CELL PHONE:** " "

CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: Logan White **TELEPHONE:** " "

E-MAIL ADDRESS: l.white@me.com **CELL PHONE:** " "

EVENT INFORMATION

NAME OF EVENT: 12th Annual Spear St. Block Party **DATE(S) OF EVENT:** 8/17/24

PURPOSE OF EVENT: Community Building **RAIN DATE:** None

☐ Non-Profit ☐ For-Profit ☐ City Operated/Sponsored ☐ Co-Sponsored
☐ Marathon/Race ☐ Festival/Fair ☐ Video/Film Production ☒ Other Resident Sponsored

EVENT LOCATION: Spear St between Butler & Holland **EVENT HOURS:** 5p to 11p

ESTIMATED NUMBER OF ATTENDEES: 700

ESTIMATED NUMBER OF VOLUNTEERS: 5

ESTIMATE DATE / TIME FOR SET-UP: 8/17/24 3 ☐ A.M. ☒ P.M.

ESTIMATE DATE / TIME FOR CLEAN-UP: 8/17/24 11 ☐ A.M. ☒ P.M.

EVENT DETAILS

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

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

PROPOSED TIME MUSIC WILL BEGIN: 7pm **END:** 10:30 pm

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

☐ *Provide Copy of Health Department Food Service License*

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

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

☐ *Provide Copy of Michigan Liquor Control License*

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

WILL FIREWORKS BE APART OF EVENT: ☐ Yes ☑ No

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

☐ *Provide Copy of Fireworks Permit*

EVENT SIGNAGE: City Council approval is required for any temporary signing in the public right-of-way, across a street or on City property. Which of the following signs are requested for this event: none

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

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

☐ **SIGNAGE AT EVENT SITE** - Location(s): _____

Description of signs:_____

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

TENTS/CANOPIES/MISC: The City of Saugatuck does not have tents, stage, tables or chairs available for rental. There are a number of businesses listed in the yellow pages under "Rental Service Stores" that specialize in the rental of event supplies. Will the following be constructed or located in the event area: none

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

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

☐ **PORTABLE TOILETS – QUANTITY**_____

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

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

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

DEPARTMENT OF PUBLIC WORKS

☐ APPROVED ☐ DENIED _____

Authorized Personnel Signature

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

☐ TRASH RECEPTACLES – QUANTITY _____ ☑ BARRICADES – QUANTITY 2

☐ TRAFFIC CONES – QUANTITY _____ ☑ PARKING SIGNS – QUANTITY No parking clos Spev

☐ FENCING ☐ WATER ☐ ELECTRIC ☐ RESTROOM CLEANING

☐ OTHER _____

POLICE DEPARTMENT

☐ APPROVED ☐ DENIED _____

Authorized Personnel Signature

ADDITIONAL OFFICERS REQUIRED? ☐ Yes ☑ No

If yes please describe & include times _____

Other (describe): _____

SAUGATUCK TOWNSHIP FIRE DEPARTMENT

☐ APPROVED ☐ DENIED _____

Authorized Personnel Signature

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

Street closure date/time: 8/17/24 3:00 ☐ A.M. ☑ P.M.

Street re-open date/time: 8/17/24 11 ☐ A.M. ☑ P.M.

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

Describe Sidewalk Use: _____

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

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

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

Parking Lot Location: _____

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

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

What parking arrangements are proposed to accommodate potential attendance: _____

_____

APPLICATION CHECK LIST

☑ Completed Application

☑ Event Map (includes detailed event layout for vendors, booths, porta potties, etc.)

☑ Road/Sidewalk/Parking Lot Closure Map

☐ Certificate of Insurance (listing the City of Saugatuck as additionally insured)

☐ Fireworks Permit (if applicable)

☐ Michigan Liquor Control Commission Special Event License (if applicable)

☐ Health Department Food Service License (if applicable)

If document is missing, please explain:_____

The applicant and sponsoring organization understand and agrees to:

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

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

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

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

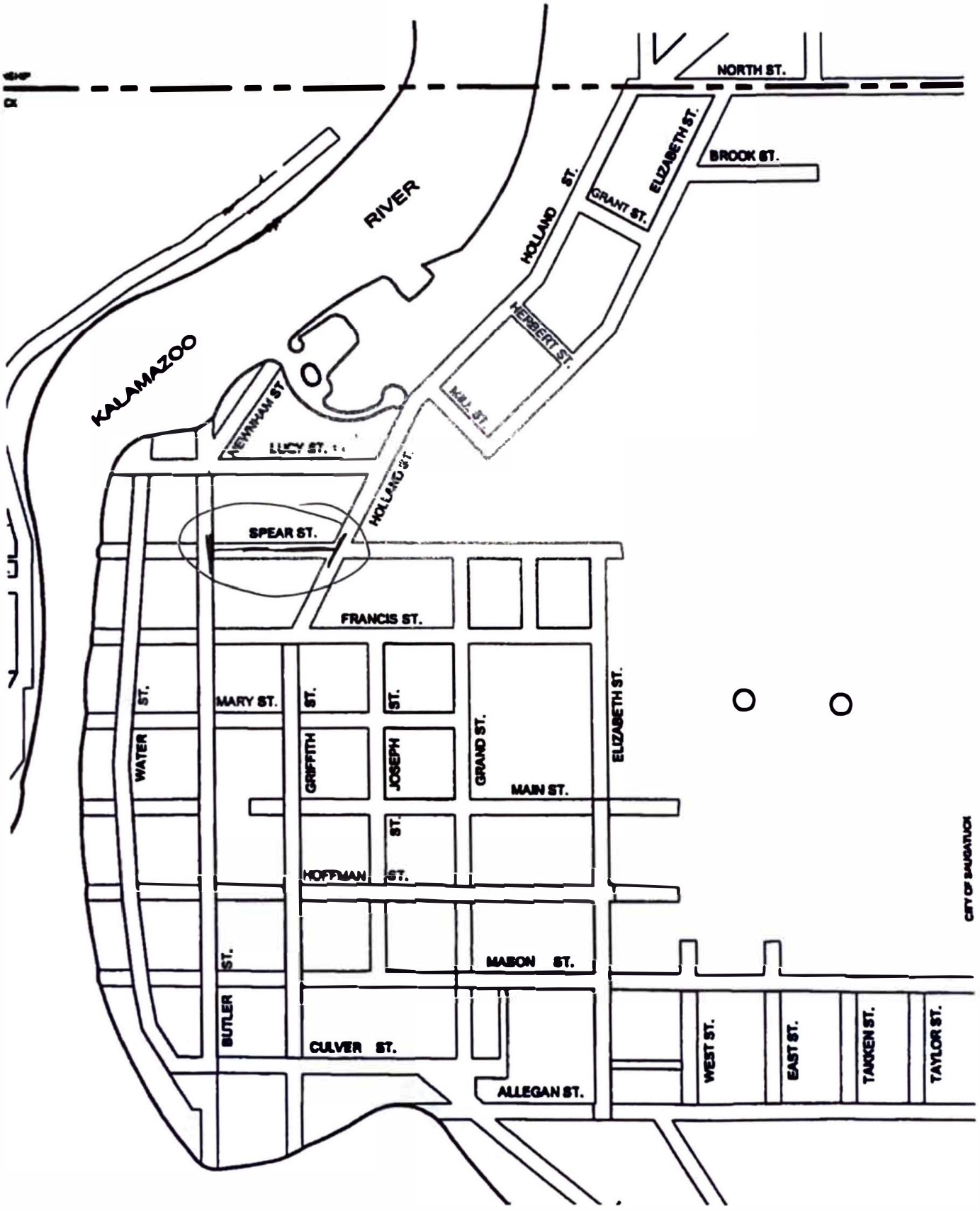
Applicant agrees to defend, indemnify and hold harmless the City of Saugatuck, Michigan from any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from this Special Event by reason of any damage to property, personal injury or bodily injury,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

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

Applicant Signature

6/28/24
Date

Downtown Street / Sidewalk Closure(s)



City Council Agenda Item Report

FROM: MEETING	Jamie Wolters
DATE:	July 22, 2024
SUBJECT:	Right of Way Sign Application- Venetian Festival

DESCRIPTION:

The Saugatuck Douglas Rotary has been approved to hold the Venetian festival by approvl from City Council on 4-22-24. They did not request a palette sign banner at time of application. Please see attached application requesting a banner to be displayed.

BUDGET ACTION REQUIRED:

N/A

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Motion to approve/deny the right of way sign application for the Venetian Festival.

Right of Way Sign Application

Applicants Information — Application Number ____ - ____

Name Saugatuck Douglas Rotary Address / PO Box PO Box 211

City Douglas State MI Zip 49454 Phone 231-878-8566

E-Mail eventssaugatuckdouglas@gmail.com

Signature April Grady April Grady Date 7/15/2024

Sign Description (attach more sheets if necessary)

Type: Number of Yard Signs 0 Number of Banners 1

Dates to be displayed 7/19/2024

Further Comments:
At Lake & Blue Star Pallet Sign

Please Include the Following Information

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

Y	N	NA	
☑	☐	☐	Dimensions and type of each proposed sign 3 x 6 Foot
☑	☐	☐	Map showing the location of each sign Pallet Sign Lake & Center
☐	☐	☐	Explanation of how each sign will be attached and secured

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

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

City Council Agenda Item Report

FROM: Ryan Cummins, Interim City Manager

MEETING DATE: July 19, 2024

SUBJECT: Change Order #6 for 2023 Street Improvements

DESCRIPTION:

Krohn Excavating has submitted a final change order request to its 2023 Street Improvements contract.

City Engineer, Jon Moxey, provided the following details as it relates to the increase for the work:

- There were two sprinkler repair invoices that came in after we processed Change Order 5 totaling $500. Change Order 6 is the real final adjustment.

BUDGET ACTION:

Budget amendments were made for the changes.

LEGAL REVIEW:

N/A at this time.

SAMPLE MOTION:

Motion to approve change order #6 for 2023 street improvements in the not to exceed amount of $500.

Contractor's Application for Payment

Owner:	City of Saugatuck	Owner's Project No.:	N/A
Engineer:	Fleis & VandenBrink	Engineer's Project No.:	859770
Contractor:	Krohn Excavating	Contractor's Project No.:	N/A
Project:	2023 Street Improvements		
Contract:	N/A		
Application No.:	7 (FINAL)	Application Date:	July 2, 2024
Application Period:	From May 16, 2024	to	July 2, 2024

1.	Original Contract Price	$	475,198.00
2.	Net change by Change Orders	$	166,223.34
3.	Current Contract Price (Line 1 + Line 2)	$	641,421.34
4.	Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	$	641,421.34
5.	Retainage		
	a. ____ X $ ____ Work Completed	$	
	b. ____ X $ ____ Stored Materials	$	
	c. Total Retainage (Line 5.a + Line 5.b)	$	
6.	Amount eligible to date (Line 4 - Line 5.c)	$	641,421.34
7.	Less previous payments (Line 6 from prior application)		629,136.54
8.	Amount due this application	$	12,284.80
9.	Balance to finish, including retainage (Line 3 - Line 4)	$	0.00

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Steve Krohn, Vice President

Signature: Steve Krohn **Date:** 7/2/2024

Recommended by Engineer		**Approved by Owner**	
By:	Jon Moxey, PE	**By:**	N/A
Title:	Project Manager	**Title:**	
Date:	7/2/2024	**Date:**	
Approved by Funding Agency			
By:	N/A	**By:**	N/A
Title:		**Title:**	
Date:		**Date:**	

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DESIGN. BUILD. OPERATE.

City of Saugatuck
2023 Street Improvements
Pay Application Breakdown

Project No.: 859770
By: JWM

Item No.	Item Description	Unit	Current Contract Quantity	Current Contract Unit Price	Current Contract Amount	Pay Application No. 1 Quantity	Pay Application No. 1 Amount	Pay Application No. 2 Quantity	Pay Application No. 2 Amount	Pay Application No. 3 Quantity	Pay Application No. 3 Amount	Pay Application No. 4 Quantity	Pay Application No. 4 Amount	Pay Application No. 5 Quantity	Pay Application No. 5 Amount	Pay Application No. 6 Quantity	Pay Application No. 6 Amount	Pay Application No. 7 Quantity	Pay Application No. 7 Amount	Completed to Date Quantity	Completed to Date Amount
1	General Conditions, Bonds & Insurances, Max 5%	LSUM	1.00	$ 23,000.00	$ 23,000.00	0.50	$ 11,500.00	0.25	$ 5,750.00	0.25	$ 5,750.00		$ -		$ -		$ -		$ -	1.00	$ 23,000.00
2	Preconstruction Video Survey	LSUM	1.00	$ 2,000.00	$ 2,000.00	1.00	$ 2,000.00		$ -		$ -		$ -		$ -		$ -		$ -	1.00	$ 2,000.00
3	Exploratory Digging	Hr	90.00	$ 260.00	$ 23,400.00		$ -	3.00	$ 780.00	87.00	$ 22,620.00		$ -		$ -		$ -		$ -	90.00	$ 23,400.00
4	Pavt, Rem	Syd	167.41	$ 36.00	$ 6,026.76		$ -		$ -		$ -	167.41	$ 6,026.76		$ -		$ -		$ -	167.41	$ 6,026.76
5	Sidewalk, Rem	Syd	2.00	$ 250.00	$ 500.00		$ -		$ -		$ -	2.00	$ 500.00		$ -		$ -		$ -	2.00	$ 500.00
6	Brick Paver, Rem and Salv	Sft	27.13	$ 10.00	$ 271.30		$ -		$ -		$ -	27.13	$ 271.30		$ -		$ -		$ -	27.13	$ 271.30
7	Roadway Grading	Sta	2.47	$ 3,200.00	$ 7,904.00		$ -		$ -		$ -	2.47	$ 7,904.00		$ -		$ -		$ -	2.47	$ 7,904.00
8	Subgrade Undercutting, Type II	Cyd	1,280.75	$ 32.00	$ 40,984.00		$ -		$ -	325.75	$ 10,424.00	955.00	$ 30,560.00		$ -		$ -		$ -	1,280.75	$ 40,984.00
9	Aggregate, 6A	Ton	90.00	$ 150.00	$ 13,500.00		$ -		$ -		$ -	90.00	$ 13,500.00		$ -		$ -		$ -	90.00	$ 13,500.00
10	Erosion Control, Inlet Protection, Fabric Drop	Ea	28.00	$ 80.00	$ 2,240.00		$ -	10.00	$ 800.00	18.00	$ 1,440.00		$ -		$ -		$ -		$ -	28.00	$ 2,240.00
11	Erosion Control, Silt Fence	Ft	0.00	$ 4.00	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0.00	$ -
12	Subbase, CIP	Cyd	547.00	$ 23.00	$ 12,581.00		$ -		$ -	400.00	$ 9,200.00	147.00	$ 3,381.00		$ -		$ -		$ -	547.00	$ 12,581.00
13	Aggregate Base	Ton	19.58	$ 26.00	$ 509.08		$ -		$ -		$ -	19.58	$ 509.08		$ -		$ -		$ -	19.58	$ 509.08
14	Aggregate Base, 8 inch	Syd	1,663.00	$ 11.50	$ 19,124.50		$ -		$ -	647.00	$ 7,440.50	1,016.00	$ 11,684.00		$ -		$ -		$ -	1,663.00	$ 19,124.50
15	HMA Base Crushing and Shaping	Syd	4,667.65	$ 5.00	$ 23,338.25	4,667.65	$ 23,338.25		$ -		$ -		$ -		$ -		$ -		$ -	4,667.65	$ 23,338.25
16	Aggregate Surface Cse	Ton	0.00	$ 50.00	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0.00	$ -
17	Maintenance Gravel	Ton	0.00	$ 30.00	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0.00	$ -
18	Geotextile, Separator	Syd	440.00	$ 3.00	$ 1,320.00		$ -		$ -		$ -	440.00	$ 1,320.00		$ -		$ -		$ -	440.00	$ 1,320.00
19	Geogrid	Syd	547.00	$ 3.00	$ 1,641.00		$ -		$ -		$ -	547.00	$ 1,641.00		$ -		$ -		$ -	547.00	$ 1,641.00
20	Storm Sewer, 6 inch	Ft	186.00	$ 33.00	$ 6,138.00		$ -	56.00	$ 1,848.00	130.00	$ 4,290.00		$ -		$ -		$ -		$ -	186.00	$ 6,138.00
21	Storm Sewer, 8 inch	Ft	1,284.00	$ 40.00	$ 51,360.00		$ -	811.00	$ 32,440.00	473.00	$ 18,920.00		$ -		$ -		$ -		$ -	1,284.00	$ 51,360.00
22	Storm Wye, 6 inch x 6 inch	Ea	2.00	$ 150.00	$ 300.00		$ -	2.00	$ 300.00		$ -		$ -		$ -		$ -		$ -	2.00	$ 300.00
23	Storm Wye, 8 inch x 6 inch	Ea	7.00	$ 200.00	$ 1,400.00		$ -	2.00	$ 400.00	5.00	$ 1,000.00		$ -		$ -		$ -		$ -	7.00	$ 1,400.00
24	Sewer Tap, 4 inch	Ea	6.00	$ 150.00	$ 900.00		$ -	4.00	$ 600.00	2.00	$ 300.00		$ -		$ -		$ -		$ -	6.00	$ 900.00
25	Sewer Tap, 6 inch	Ea	1.00	$ 200.00	$ 200.00		$ -		$ -	1.00	$ 200.00		$ -		$ -		$ -		$ -	1.00	$ 200.00
26	Sewer Tap, 8 inch	Ea	0.00	$ 250.00	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0.00	$ -
27	Sewer Tap, 12 inch	Ea	3.00	$ 400.00	$ 1,200.00		$ -		$ -	3.00	$ 1,200.00		$ -		$ -		$ -		$ -	3.00	$ 1,200.00
28	Trench Undercutting and Backfill	Cyd	37.57	$ 35.00	$ 1,314.95		$ -	20.00	$ 700.00	17.57	$ 614.95		$ -		$ -		$ -		$ -	37.57	$ 1,314.95
29	Dr Structure Cover, Adj, Case 1	Ea	6.00	$ 450.00	$ 2,700.00		$ -		$ -		$ -	6.00	$ 2,700.00		$ -		$ -		$ -	6.00	$ 2,700.00
30	Valve Box, Adj, Case 1	Ea	1.00	$ 350.00	$ 350.00		$ -		$ -		$ -	1.00	$ 350.00		$ -		$ -		$ -	1.00	$ 350.00
31	Valve Box, Adj, Case 2	Ea	0.00	$ 250.00	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0.00	$ -
32	Dr Structure Cover, Type C	Ea	20.00	$ 900.00	$ 18,000.00		$ -		$ -	20.00	$ 18,000.00		$ -		$ -		$ -		$ -	20.00	$ 18,000.00
33	Dr Structure Cover, Type Q	Ea	1.00	$ 700.00	$ 700.00		$ -		$ -		$ -	1.00	$ 700.00		$ -		$ -		$ -	1.00	$ 700.00
34	Leach Basin, 48 inch Dia	Ea	20.00	$ 4,500.00	$ 90,000.00		$ -	11.00	$ 49,500.00	20.00	$ 90,000.00	(11.00)	$ (49,500.00)		$ -		$ -		$ -	20.00	$ 90,000.00
35	Yard Basin, 18 inch	Ea	2.00	$ 1,800.00	$ 3,600.00		$ -		$ -		$ -	2.00	$ 3,600.00		$ -		$ -		$ -	2.00	$ 3,600.00
36	Dr Structure, Tap, 6 inch	Ea	1.00	$ 250.00	$ 250.00		$ -		$ -		$ -	1.00	$ 250.00		$ -		$ -		$ -	1.00	$ 250.00
37	Dr Structure, Tap, 8 inch	Ea	1.00	$ 300.00	$ 300.00		$ -	1.00	$ 300.00		$ -		$ -		$ -		$ -		$ -	1.00	$ 300.00
38	Cold Milling HMA Surface	Syd	547.22	$ 9.00	$ 4,924.98	547.22	$ 4,924.98		$ -		$ -		$ -		$ -		$ -		$ -	547.22	$ 4,924.98
39	HMA Surface, Rem	Syd	86.71	$ 40.00	$ 3,468.40		$ -		$ -		$ -	86.71	$ 3,468.40		$ -		$ -		$ -	86.71	$ 3,468.40
40	HMA, 4EL or 13A	Ton	1,150.08	$ 96.00	$ 110,407.68		$ -		$ -		$ -	1,150.08	$ 110,407.68		$ -		$ -		$ -	1,150.08	$ 110,407.68
41	HMA Approach	Ton	8.71	$ 110.00	$ 958.10		$ -		$ -		$ -	8.71	$ 958.10		$ -		$ -		$ -	8.71	$ 958.10
42	HMA Valley Gutter	Ft	3,706.00	$ 3.00	$ 11,118.00		$ -		$ -		$ -	3,706.00	$ 11,118.00		$ -		$ -		$ -	3,706.00	$ 11,118.00
43	HMA Spillway	Ea	5.00	$ 300.00	$ 1,500.00		$ -		$ -		$ -	5.00	$ 1,500.00		$ -		$ -		$ -	5.00	$ 1,500.00
44	Driveway, Nonreinf Conc, 6 inch	Syd	167.41	$ 63.00	$ 10,546.83		$ -		$ -		$ -	167.41	$ 10,546.83		$ -		$ -		$ -	167.41	$ 10,546.83
45	Sidewalk, Conc, 4 inch	Sft	24.00	$ 20.00	$ 480.00		$ -		$ -		$ -	24.00	$ 480.00		$ -		$ -		$ -	24.00	$ 480.00
46	Brick Paver, Reinstall	Sft	27.13	$ 25.00	$ 678.25		$ -		$ -		$ -	27.13	$ 678.25		$ -		$ -		$ -	27.13	$ 678.25
47	Post, Mailbox	Ea	10.00	$ 120.00	$ 1,200.00		$ -		$ -		$ -	10.00	$ 1,200.00		$ -		$ -		$ -	10.00	$ 1,200.00
48	Barricade, Type III, High Intensity, Lighted, Double Sided, Furn	Ea	16.00	$ 60.00	$ 960.00	16.00	$ 960.00		$ -		$ -		$ -		$ -		$ -		$ -	16.00	$ 960.00
49	Barricade, Type III, High Intensity, Lighted, Double Sided, Oper	Ea	16.00	$ 5.00	$ 80.00	16.00	$ 80.00		$ -		$ -		$ -		$ -		$ -		$ -	16.00	$ 80.00
50	Plastic Drum, Fluorescent, Furn	Ea	100.00	$ 20.00	$ 2,000.00	100.00	$ 2,000.00		$ -		$ -		$ -		$ -		$ -		$ -	100.00	$ 2,000.00
51	Plastic Drum, Fluorescent, Oper	Ea	100.00	$ 1.00	$ 100.00	100.00	$ 100.00		$ -		$ -		$ -		$ -		$ -		$ -	100.00	$ 100.00
52	Sign, Type B, Temp, Prismatic, Furn	Sft	298.00	$ 2.00	$ 596.00	298.00	$ 596.00		$ -		$ -		$ -		$ -		$ -		$ -	298.00	$ 596.00
53	Sign, Type B, Temp, Prismatic, Oper	Sft	298.00	$ 1.00	$ 298.00	298.00	$ 298.00		$ -		$ -		$ -		$ -		$ -		$ -	298.00	$ 298.00
54	Sign, Type B, Temp, Prismatic, Spec, Furn	Sft	0.00	$ 8.00	$ -	0.00	$ -		$ -		$ -		$ -		$ -		$ -		$ -	0.00	$ -
55	Sign, Type B, Temp, Prismatic, Spec, Oper	Sft	0.00	$ 1.00	$ -	0.00	$ -		$ -		$ -		$ -		$ -		$ -		$ -	0.00	$ -
56	Riprap, Plain	Syd	21.00	$ 80.00	$ 1,680.00		$ -		$ -		$ -	21.00	$ 1,680.00		$ -		$ -		$ -	21.00	$ 1,680.00
57	Turf Restoration	Syd	2,653.92	$ 1.50	$ 3,980.88		$ -		$ -		$ -	793.63	$ 1,190.44	860.29	$ 1,290.43		$ -	1,000.01	$ 1,500.01	2,653.92	$ 3,980.88
58	Mulch Blanket	Syd	500.00	$ 8.00	$ 4,000.00		$ -		$ -		$ -	500.00	$ 4,000.00		$ -		$ -		$ -	500.00	$ 4,000.00
E1	Leach Basin Insulation	Ea	5.00	$ 200.00	$ 1,000.00		$ -		$ -	5.00	$ 1,000.00		$ -		$ -		$ -		$ -	5.00	$ 1,000.00
E2	N. Park Street - Mobilization & Traffic Control	LSUM	1.00	$ 3,600.00	$ 3,600.00		$ -		$ -		$ -		$ -	1.00	$ 3,600.00		$ -		$ -	1.00	$ 3,600.00
E3	N. Park Street - Catch Basin	Ea	1.00	$ 1,650.00	$ 1,650.00		$ -		$ -		$ -		$ -	1.00	$ 1,650.00		$ -		$ -	1.00	$ 1,650.00
E4	N. Park Street - Storm Sewer, 12 inch	Ft	52.50	$ 175.00	$ 9,187.50		$ -		$ -		$ -		$ -	52.50	$ 9,187.50		$ -		$ -	52.50	$ 9,187.50
E5	N. Park Street - Slope Repairs	Syd	200.00	$ 20.00	$ 4,000.00		$ -		$ -		$ -		$ -	200.00	$ 4,000.00		$ -		$ -	200.00	$ 4,000.00
E6	N. Park Street - Landscaping	Syd	225.00	$ 45.00	$ 10,125.00		$ -		$ -		$ -		$ -	225.00	$ 10,125.00		$ -		$ -	225.00	$ 10,125.00
E7	N. Park Street - Turf Restoration	Syd	160.00	$ 25.00	$ 4,000.00		$ -		$ -		$ -		$ -	160.00	$ 4,000.00		$ -		$ -	160.00	$ 4,000.00
E8	N. Park Street - Gravel Surfacing	Syd	40.00	$ 25.00	$ 1,000.00		$ -		$ -		$ -		$ -	40.00	$ 1,000.00		$ -		$ -	40.00	$ 1,000.00
E9	N. Park Street - Riprap	Syd	15.00	$ 120.00	$ 1,800.00		$ -		$ -		$ -		$ -	15.00	$ 1,800.00		$ -		$ -	15.00	$ 1,800.00
E10	N. Park Street - HMA Valley Gutter	Ft	107.00	$ 62.50	$ 6,687.50		$ -		$ -		$ -		$ -	107.00	$ 6,687.50		$ -		$ -	107.00	$ 6,687.50
E11	S. Bridge Street - Remobilization, Addl Bonding & Insurance	LSUM	1.00	$ 6,965.00	$ 6,965.00		$ -		$ -		$ -		$ -		$ -	1.00	$ 6,965.00		$ -	1.00	$ 6,965.00

FLEIS&VANDENBRINK
DESIGN. BUILD. OPERATE.

City of Saugatuck
2023 Street Improvements
Pay Application Breakdown

Project No.: 859770
By: JWM

				Current Contract		Pay Application No. 1		Pay Application No. 2		Pay Application No. 3		Pay Application No. 4		Pay Application No. 5		Pay Application No. 6		Pay Application No. 7		Completed to Date	
Item No.	**Item Description**	**Unit**	**Quantity**	**Unit Price**	**Amount**	**Quantity**	**Amount**	**Quantity**	**Amount**	**Quantity**	**Amount**	**Quantity**	**Amount**	**Quantity**	**Amount**	**Quantity**	**Amount**	**Quantity**	**Amount**	**Quantity**	**Amount**
E11	S. Bridge Street - HMA Crushing & Shaping	Syd	1,780.00	$ 5.00	$ 8,900.00		$ -		$ -		$ -		$ -		$ -	1,780.00	$ 8,900.00		$ -	1,780.00	$ 8,900.00
E12	S. Bridge Street - HMA Paving	Ton	415.63	$ 126.00	$ 52,369.38		$ -		$ -		$ -		$ -		$ -	415.63	$ 52,369.38		$ -	415.63	$ 52,369.38
E13	S. Bridge Street - HMA Valley Gutter	Ft	335.00	$ 4.00	$ 1,340.00		$ -		$ -		$ -		$ -		$ -	335.00	$ 1,340.00		$ -	335.00	$ 1,340.00
E14	S. Bridge Street - Turf Restoration	Syd	100.00	$ 11.00	$ 1,100.00		$ -		$ -		$ -		$ -		$ -	100.00	$ 1,100.00		$ -	100.00	$ 1,100.00
E15	S. Bridge Street - Riprap	Syd	20.00	$ 90.00	$ 1,800.00		$ -		$ -		$ -		$ -		$ -	20.00	$ 1,800.00		$ -	20.00	$ 1,800.00
E16	S. Bridge Street - Shoulder Millings	Syd	400.00	$ 19.00	$ 7,600.00		$ -		$ -		$ -		$ -		$ -	400.00	$ 7,600.00		$ -	400.00	$ 7,600.00
E17	Irrigation Repairs	Dlr	2,267.00	$ 1.00	$ 2,267.00		$ -		$ -		$ -		$ -		$ -	1,767.00	$ 1,767.00	500.00	$ 500.00	2,267.00	$ 2,267.00
				Total	**$ 641,421.34**		**$ 45,797.23**		**$ 93,418.00**		**$ 192,399.45**		**$ 182,624.84**		**$ 43,340.43**		**$ 81,841.38**		**$ 2,000.01**		**$ 641,421.34**
						Retainage:	$ 4,579.72		$ 9,341.80		$ 19,239.95		$ (22,876.68)		$ -		$ -		$ (10,284.79)		$ (0.00)
						Application Amount:	**$ 41,217.51**		**$ 84,076.20**		**$ 173,159.50**		**$ 205,501.52**		**$ 43,340.43**		**$ 81,841.38**		**$ 12,284.80**		**$ 641,421.34**

City Manager, Planning, Zoning and Project Report
July 22, 2024

Blue Star Trail

- C2AE continues their design work and is working through the necessary MDOT approvals.
- As reported last meeting, MDOT has advised the following:
    - "Since the whole project is within a sensitive area for Archaeological Resources and Traditional Cultural Properties, the entire project will require archaeological survey from the outside of the ROW, and all areas of disturbance including grading and slope stake lines (not just the area limited to the trail footprint) must be surveyed."
    - Tribal consulting parties will need to review and advise on any concerns.
- The archaeological survey and review will take some time (at least 60 business days) and is likely to cause delays with expected bidding this fall. However, C2AE remains confident that construction will still occur next year.
- C2AE provided the following updates related to the Lake/Blue Star general services agreement:
    - THE WORK ACCOMPLISHED IN THE DEFINED PERIOD CONSISTED OF:
        - Coordinated with Clark-Dietz to complete traffic signal design development
        - Revised roadway section layout to accommodate traffic signal design
        - Integrated approved design elements from palette sign/intersection improvements into blue star trail design
        - Completed supplemental documentation required for grant application.
        - Submitted MDOT SSSG application on behalf of the city
    - THE ANTICIPATED WORK ELEMENTS IN THE NEXT PERIOD:
        - Review traffic signal specifications and special provisions with the city
        - Coordinate schedule for traffic signal installation based on updated trail schedule

AT&T Cellular

- State Historic Preservation Office (SHPO) approvals remain pending.
- AT&T continues to work on the latest SHPO and tribal consulting party concerns.

- AT&T contractor is still preparing conceptual designs for conduit to be installed as an attachment under the stairs and upper platform to minimize ground disturbance concerns.
- AT&T's decision on the City's agreement request remains pending resolution of SHPO approval.

Wi-Fi

- Lisa Mize of the Convention and Visitors Bureau (CVB) and I previously met with AT&T and Metro Wireless to discuss their WiFi options, functionality, and potential costs.
- AT&T has provided a high-level estimate of the costs and a quote to conduct survey work.
- Metro Wireless previously met with the CVB, PPW Chair/Mayor Pro Tem, DPW Superintendent and myself to evaluate the downtown area and Oval Beach. Estimated costs are expected next week.
- The CVB is evaluating utilizing some of their recently received grant dollars to assist with the initial capital costs to install Wi-Fi at Oval Beach and/or downtown.

Trash Services Survey Results

- Last report, I provided a copy of the trash and recycling survey results and advised I would be engaging Republic Services on a service agreement extension.
- I met with Republic Services this week to go over the survey results. I stressed the importance of increasing recycling pickup. Republic has advised they are more than willing to provide twice monthly recycling pickup. While some residents desired weekly, Republic only offers twice per month.
- Republic has begun working on an extension proposal.

Vacant Positions

- Both the City Treasurer/Finance Officer and Director of Planning and Zoning positions were posted on June 14.
- Interviews for both positions were recently conducted.
- Employment offers for both positions have been made.

Airport Property

- I recently met with the Outdoor Discovery Center (ODC) to discuss the timeline for airport property trails, conservation easement on a portion of the property, and invasives treatment.
- ODC attorneys are starting to draft the conservation easement for a portion of the property. That should be ready in a month.
    - As a reminder, the conservation easement itself will be reviewed by the Council before any final decisions on it. The area that is proposed for a conservation easement has a steep grade and portions are wetlands and in a floodplain. All studies and maps can be viewed on the City website here: https://www.saugatuckcity.com/parks-and-public-works-committee.html

- ODC has engaged a surveyor to survey the proposed conservation easement boundaries. That should be done in 4-6 weeks.
- ODC is working on setting up a meeting with Township officials to discuss the necessary zoning approvals.
- ODC is planning on some trail defining in the fall. Installation of a parking lot, signage, and possible overlook are planned for the spring. After construction is complete, invasives treatment will occur.

Old Landfill

- I talked with the Township Manager this week about the engineering proposal to start conducting due diligence for cross country trails. The Township Parks and Recreation Board is proposing to split the cost 50/50. The Township is drafting a proposed agreement for consideration.

Water Capital Improvement Charge and Water Operations Agreement

- The Council's approval of the water capital improvement charge for water main and lead service line work was shared with KLSWA representatives and leadership. KLSWA has signed the proposed memorandum of understanding. The fee should be implemented within 90 days.
- KLSWA has approved a draft water operations agreement. The draft will be reviewed by the managers, consultant, and smaller working groups from each constituent municipality. I will be working with the Mayor to set up a small advisory committee for the City.

Planning and Zoning

- Prepared for and attended Planning Commission meeting.
- STR Enforcement Plan Implementation
    - The consulting planner and his code enforcement have begun STR enforcement using Granicus, complaint information, and other sources.
    - Several enforcement notices have been sent and followed up on.
    - A Granicus project manager has been assigned to begin the work of setting up the 1-800 hotline. We have a meeting set for next week to discuss further.
- Participated in interviews with Fox 17 and Crain's Business Journal regarding STRs.
- Answered Holland Sentinel inquires about STRs.
- Answered several public inquiries about STRs.
- Continued discussions with legal and planning consultant regarding STRs and Council direction.
- Met and talked with property owners and applicants to answer questions and provide resources.
- Continued follow-up on complaints of code violations throughout the City.

Miscellaneous

- Met with Plante Moran to kick off their work.

- Met with two different Eagle Scouts to discuss project ideas they have.
- Held a Department Head team meeting.
- Met with City Clerk for monthly 1 on 1.
- Attended Election Commission meeting.
- Attended public accuracy testing for election equipment.
- Met with the Saugatuck Schools Superintendent.
- Attended Convention and Visitors Bureau Meeting.
- Attended meeting with Friends of the Blue Star Trail.
- Participated in Michigan Employees Retirement System (MERS) defined benefit reporting system training.

City Clerk Staff Report

July 22, 2024

Completed Tasks:

- Deputy Clerk Williams and I are handling the following weekly duties:
    - Cash receipting and deposits
    - Bank Reconciliations
    - Payroll
    - Accounts Payable
    - Tax Administration
- Attended department head meeting.
- Attended meetings with potential Planning/Zoning and Treasurer candidates.
- I was part of the Treasurer interview panel for all applicants.
- Election Prep:
    - Council candidate packets for the November General Election are available at City Hall with a return deadline of July 23 at 4:00 p.m.
    - Processing City Council candidate paperwork.
    - Collecting and sending AV Ballots daily.
    - Election Commission Meeting was held on July 15th.
    - The Public Accuracy Test was held on July 18th.
    - 9- Days of Early Voting starts on July 27th.

Ongoing Tasks:

- Continuing work on Street End License Agreements.
- Assisting residents with Oval Beach Pass purchases both in person and vial USPS.
- Assisting residents via in-person, via email and telephone with questions/concerns.
- Updating social media.
- Updating the City website.
- Meetings and minutes.

Department of Public Works Report

Below is a summary of notable activities carried out by the Department of Public Works since the last council meeting on 7/08/2024:

Brush and Leaf Collection:
Brush and leaf collection was completed on Tuesday July 16th for properties east of the Kalamazoo River and Wednesday July 17th for all properties on the west side of the Kalamazoo River.

Butler Street-End Sink Hole:
The City was notified by Sargeant Marina that a small sink hole has developed along the seawall at the Butler Street-End. DPW has submitted a MISS Dig locate request in preparation for exploratory digging to determine the cause.

Permanent No Parking Signs:
Earlier this summer, the council approved the installation of No Parking Signs to be installed along the locations listed below. Signs and posts have been received and DPW has measured and staked each specific location for the new signs. Once MISS Dig locate requests have been fulfilled, signs will be installed. We're expecting to begin installing the signs the week of July 22 and the project should be completed within a few days.

- Mason Street between Grand Street and Elizabeth Street – South Side
- Hoffman Street between Grand Street and Elizabeth Street – South Side
- Main Street between Griffith Street and Elizabeth Street – South Side
- Mary Street between Griffith Street and Grand Street – South Side
- Grand Street between Hoffman Street and Spear Street – West Side
- St. Joseph Street between Hoffman Street and Francis Street – West Side
- Newnham Street between Lucy Street and the North End – East Side
- Francis Street between Holland Street and Elizabeth Street – South Side
- Pleasant Street from Allegan Street to State Street – Both Sides

City Hall Landscaping:
GMS will begin installing irrigation at City Hall on Wednesday July 24th. They expect to complete the installation the week of July 29th. Once irrigation is installed, DPW can move

forward with installing sod and plantings. Below is an estimated timeframe for project completion:

- **Week of July 22nd -** Begin installing irrigation
- **Week of July 29th -** Finish irrigation installation/begin installing sod
- **Week of August 5th -** Finish installing sod/begin installing plantings
- **Week of August 12th -** Finish installing plantings

Meetings:

- **7/08/2024 –** DPW Weekly Goals Meeting
- **7/09/2024 –** Department Head Team Meeting
- **7/10/2024 –** Oval Beach Management Meeting
- **7/12/2024 –** DPW Weekly Goals Follow Up Meeting
- **7/12/2024 –** Eagle Scout Project Proposal Meeting
- **7/12/2024 –** Tree Consultation with Resident
- **7/15/2024 –** DPW Weekly Goals Meeting
- **7/16/2024 –** Employee Candidate Meetings
- **7/17/2024 –** Employee Candidate Meetings
- **7/19/2024 –** DPW Weekly Goals Follow Up Meeting
- **7/19/2024 –** Lakeview Lane Maintenance Meeting with Resident

City of Saugatuck
Status Report of Engineering
Activities July 22, 2024

General Consultation

- 2024 Asphalt Repairs: The bid package is complete, and the project will be out for bids soon. We anticipate fall 2024 construction following water service potholing work for the TMF project (separate update below).

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

- 582 Campbell Road PUD: Reviewed conceptual plans and attended pre-application conference on June 19, 2024.

- 640 Water Street PUD: Reviewed conceptual plans and attended pre-application conferences on June 5, 2024 and June 27, 2024.

EGLE Drinking Water State Revolving Fund

- The updated Project Plan was submitted to EGLE ahead of the June 1 deadline. Preliminary scoring should be available soon and final results in the fall.

2023 Street Improvements (West, East, Takken, Taylor and N. Maple)

- Final paperwork to close out the project has been prepared.

Water System Asset Management Plan

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

EGLE Technical, Managerial and Financial (TMF) Project

- The City was awarded $221,600 in funding from EGLE's Community Technical, Managerial, and Financial (TMF) support for lead service line identification (100% grant). This will provide funding to help the City complete its final Distribution System Materials Inventory, which is due in October 16, 2024.
- Bid documents for the potholing work, including a list of addresses to be investigated, is nearly complete and will be out for bids soon. The work is anticipated to be completed in late summer and early fall.
- We will be assisting City staff with communications to affected property owners soon.

Mt. Baldhead Projects

- AT&T Project Assistance
  - The EGLE/USACoE Critical Dunes permitting process has been put on hold for now, pending SHPO approvals.
- Restroom Building Replacement
  - Design work is nearly complete.
  - The Allegan Conservation District is working on the Vegetation Removal Assurance, which is a report required for the EGLE/USACE Critical Dunes Permitting. The report evaluates impacts on vegetation, native, non-native and invasives, and provides guidance for the design and construction. Based on the scope of the project, vegetation disturbance is anticipated to be minimal.
  - Depending on timeframes for Critical Dunes permitting and coordination with stakeholders, we are anticipating fall 2024 or spring 2025 construction.
- Observation Platform Replacement
  - Design work is progressing. Additional survey work is complete.
  - The Allegan Conservation District is working on the Vegetation Removal Assurance, which is a report required for the EGLE/USACE Critical Dunes Permitting. The report evaluates impacts on vegetation, native, non-native and invasives, and provides guidance for the design and construction. Based on our discussions with ACD, they may be advising that several of the unhealthy, dead or undesirable species be removed as part of the project and replaced with native/desirable ones (their report will provide guidance).
  - Anticipating design to be completed in 2024, permitting in early 2025 for construction in spring or fall of 2025, at the earliest, depending on permitting timeframe and coordination with stakeholders.

Maple Street Improvements

- Topographic survey will be completed soon to kick off the study phase. Survey work will be completed after Blue Star Highway is reopened, when the traffic volume on Maple will return to normal.
- A workshop (or series of workshops) will be scheduled when the survey is ready to review with adjacent property owners and other stakeholders. We anticipate that will take place late summer or early fall, to accommodate as many seasonal residents as possible.
- Submitted the MDOT Category B grant application to meet the June 12 deadline. Results should be available late summer or early fall. If selected, this program would fund $250,000 of the road restoration costs on the project. Maple Street was also included in the DWSRF application.

Park Street Improvements

- 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.

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF SAUGATUCK
INVOICE ENTRY DATES 07/09/2024 - 07/22/2024
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Vendor Name	Description		Amount
1. AAA TURF			
	PARKS SOD		676.58
2. ABSOPURE WATER COMPANY			
	WATER		658.95
3. ALLEGAN COUNTY SHERIFF			
	DEBT CREW		198.00
4. BOERSENS SMALL ENGINE REPAIR LLC			
	MOTORPOOL MAINTENANCE		309.00
5. C2AE			
	BLUE STAR TRAIL		11,065.73
6. CAPITAL ONE			
	REPAIRS AND MAINTENANCE		47.96
7. CHRISTOPHER VISHEY			
	CONTRACTUAL SERVICE		45.00
8. COMMERCIAL RECORD			
	PRINTING AND PUBLISHING		84.00
9. DELUXE			
	CHECKS		181.57
10. FAHEY SCHULTZ BURZYCH RHODES			
	GENERAL LEGAL		4,808.50
	PLANNING AND ZONING LEGAL		4,342.00
	CITY CLERK LEGAL		137.50
	CITY COUNCIL LEGAL		6,710.00
	EMPLOYMENT LEGAL		2,082.00
	FOIA LEGAL		157.50
	CITY ADMIN LEGAL		220.00
	DUNE RIDGE LEGAL		564.84
	STR LEGAL		880.00
	WATER AND SEWER SYSTEMS LEGAL		1,925.00
	DUNE RIDGE LEGAL		48.00
	VILLAGE PARK LEGAL		3,467.50
		TOTAL	25,342.84
11. FIRST BANK CARD			
			3,927.17
	CITY ADMINISTRATION EDUCATION TRAINING		1,398.09
	DPW SUPPLIES		8.48
	OVAL BEACH SUPPLIES		64.98
		TOTAL	5,398.72
12. FLEIS & VANDENBRINK ENGINEERING INC			
	ENGINEERING FEES		191.00
13. GORDON FOOD SERVICE			
	OVAL BEACH SUPPLIES		316.78
	OVAL BEACH SUPPLIES		2,509.30
		TOTAL	2,826.08
14. GREENMARK EQUIPEMENT			
	PARKS EQUIPMENT		209.99
15. GROUNDS MANAGEMENT SOLUTIONS			
	PARKS MAINTENANCE		1,522.40
16. HAMILTON READY MIX			
	SIDEWALK REPAIRS		2,500.96
17. HORIZON COMMUNITY PLANNER			
	PLANNING & HISTORIC DISTRICT		5,000.00
18. IHLE AUTO PARTS			
	MOTORPOOL SUPPLIES		140.39
19. JOHN DEERE FINANCIAL			
	MOTORPOOL		1,163.36
20. KERKSTRA			
	PARK PORTABLE RESTROOMS		1,415.00

Vendor Name	Description		Amount
21. KROHN EXCAVATING LLC			
	2023 STREET IMPROVEMENTS		12,284.80
22. LAKESHORE OUTDOORS LLC			
	PARKS UNSCREENED SAND		610.56
	PARKS TOPSOIL		419.76
	PARKS TOPSOIL		139.92
		TOTAL	1,170.24
23. MCKELLIPS PLUMBING INC			
	OVAL BEACH REPAIRS		477.00
24. MERCHANTS BANCARD NETWORK			
	BANK FEES OVAL AND CITY HALL		5,141.41
25. MERS			
	RETIREMENT		4,500.00
26. MICHIGAN ELECTRO FREEZE INC			
	OVAL BEACH CONTRACTUAL SERVICES		400.00
27. NET2PHONE INC			
	TELEPHONES		215.65
28. NEW HOLLAND BREWING COMPANY			
	ESCROW REFUND		957.50
29. OVERISEL LUMBER COMPANY			
	DPW SUPPLIES		194.79
	SUPPLIES		39.18
		TOTAL	233.97
30. RAHMBERG STOVER			
	WAGE STUDY		3,515.00
31. REPCOLITE			
	SUPPLIES		344.20
32. REPUBLIC SERVICES			
	TRASH		1,642.90
	TRASH		4,240.97
		TOTAL	5,883.87
33. RICOH USA INC			
	COPIER LEASE		127.97
34. SAUGATUCK FIRE			
	STR RENTAL INSPECTIONS		625.00
35. SEPTIC TANK SYSTEMS CO INC			
	SEPTIC CLEANING SERVIE		360.00
	OVAL BEACH PORTABLE RESTROOM MAINTENANCE		560.00
		TOTAL	920.00
36. STINGERS PEST CONTROL			
	PEST CONTROL		135.00
37. VALLEY CITY LINEN INC			
	SHOP SUPPLIES		130.07
38. WEST MICHIGAN LIFE AND DOCK LLC			
	BUOY INSTALLATION		935.00
39. WESTENBROEK MOWER INC			
	MOTORPOOL REPAIR AND MAINTENANCE		41.50
	PARK EQUIPMENT MAINTENANCE		248.98
		TOTAL	290.48
40. WYOMING ASPHALT PAVING CO			
	ROAD MAINTENANCE		133.33
TOTAL - ALL VENDORS			97,398.02

FUND TOTALS:

Fund 101 - GENERAL FUND	81,167.93

Vendor Name / Description	Amount
Fund 202 - MAJOR STREETS	224.33
Fund 203 - LOCAL STREETS	12,429.80
Fund 592 - WATER AND SEWER	1,925.00
Fund 661 - MOTOR POOL FUND	1,650.96

City Council Agenda Item Report

FROM: Ryan Cummins – City Manager

MEETING DATE: 7/22/2024

SUBJECT: Hardscaping Installation Request – Wicks Park Bar & Grille

DESCRIPTION:

Christine Murphy of WPBG, LLC (Wicks Park Bar & Grille), has submitted a second request to install hardscaping between the sidewalk and curb outside her business along Mary Street.

Ms. Murphy desires to install pavers so she can place picnic tables along Mary for outdoor dining. The Planning Commission conditionally approved seating along Mary Street. The zoning ordinance requires that outdoor dining areas be on a solid surface. A solid surface serves two main functions:

1. It expands the accessible sidewalk area to mitigate the space taken up by the seating in the right-of-way, providing additional flexibility for wheelchairs and other sidewalk users.

2. It provides a stable space for the furniture, so that they remain approximately level and don't sink into the underlying soil.

Permit applications shall be assessed by the City Council based upon the following criteria:

(1) The proposed cost of installation;

(2) The potential risk of harm associated with such installation, including, but not limited to potential for the installation to encroach on the motorway, break, malfunction, and cause harm to pedestrians and motorists;

(2) The ease and cost of removal of the installation;

(4) Whether the installation aligns with the surrounding area and provides an aesthetic benefit to the community;

(5) Whether the installation pre-exists the passage of this Ordinance;

(6) The proposed size of the installation, including height and width;

(7) The material of the installation (i.e. plant matter, wood, brick, mulch, and plaster); and

(8) Review, comment, and recommendations of City staff and departments.

The City Engineer and DPW Superintendent reviewed:

- Engineer Comments
    - When I looked at these the other day, the pavers had either already settled or had been placed slightly lower than the concrete sidewalk, creating a bit of a trip hazard. It definitely looks like grout in between them to me. The other examples of hardscape in the area went in long before the recent hardscape policy, so I don't know that they are an appropriate comparison. I don't have a problem with the pavers in this area from a stormwater standpoint – this little bit of hardscape isn't going to move the needle much, and they are so close to the river that they aren't contributing to any downstream issues that I am aware of. I would suggest that the pavers get re-laid on a crushed stone base (level with the sidewalk or slightly above) and use crushed stone for the joints between them (similar width as what they have currently) to allow for some infiltration.
- Department of Public Works Comments
    - Hollandia's specs are outlined nicely, especially in regards to site preparation, base, and compaction. Here are a few more points to consider, and if they are addressed properly, I believe we'll end up with a nice improvement with minimal issues for both Wicks Park B&G and the City:
        - Extra emphasis on the base layer compaction and a reasonably level taper from the side edge of the sidewalk to the top of the back side of the curb – as outlined in the quote.
        - 5' x 5' (minimum) cut out for trees in which the trees should be at the center in relation to east and west.
        - There is a high probability that the root system of the honey locust tree will cause pavers and concrete to buckle in the coming years. Maintenance expectations should be well understood as outlined by City ordinance.

Ms. Murphy has removed the unpermitted pavers and submitted a site plan consistent with the engineer and DPW Superintendents comments. It is of note that one additional picnic table is drawn on the plans which was not part of the Planning Commission or Historic District Commission approval. Only three picnic tables will be permitted along Mary Street if the Council also approves a separate revocable license agreement for the tables.

BUDGET ACTION REQUIRED:
N/A

COMMITTEE/COMMISSION REVIEW:
The Planning Commission and Historic District Commission both reviewed the outdoor seating request and approved.

LEGAL REVIEW:
Legal will be at your meeting for any questions you may have.

SAMPLE MOTIONS:
Motion to approve the request from Wicks Par Bar and Grille to install pavers between the sidewalk and curb along Mary Street subject to the following conditions:

1. Pavers shall meet engineer and Department of Public Works requirements and specifications.
2. The property owner understands and acknowledges that the issuance of this permit does not convey a property right.
3. The property owner shall be responsible for and shall bear all costs of maintaining the pavers. The property owner shall not expand, modify, or extend the pavers in any manner. No other improvements may be placed within the Mary right-of-way except as expressly permitted by the City Code.
4. If the City determines, in its sole discretion, that removal of the pavers is necessary or convenient to accommodate improvements to the Mary right-of-way or otherwise in the public interest, City shall notify the property owner, and the property owner shall remove the pavers at their sole expense no later than 30 days after receiving such notice. Once the pavers are removed, they shall not be re-installed, and the property owner shall restore the right-of-way to substantially the same condition it was in prior to the installation of the pavers. If the property owner fails to timely remove the pavers, the City may do so at the property owner's expense.
5. The City may remove all or a portion of the pavers at the expense of the property owner and without prior notice to the property owner if such removal is necessary to accommodate emergency work within the Mary right-of-way.

ROW Permit Fee: $150
Temp ROW Permit Fee: $75
Street Cut/Curb Cut Escrow Deposit: $3000
Installation Bond/Escrow: Superintendent Discretion
ROW Permit – Council Review: $250

City of Saugatuck EST. 1868

RIGHT OF WAY PERMIT APPLICATION

Applicant Information	
Name: Christine Murphy	Business or Organization: Wick's Park Bar & Grille
Address: 449 Water Street	Phone: 239-272-4296
E-mail: Christine@wickspark.com	
Contractor: Pat Murphy - Hollandia Landscaping	

Project Information	
Request Type (select all that apply):	☐ Street Cut ☐ Curb Cut ☐ Boring ☐ Stormwater Connection ☐ Sidewalk Closure ☐ Sidewalk Removal/Replacement ☐ Installation ☐ Temporary Encroachment
Project Location: Mary Street	
Description of Work/Project/Installation: Install flat surface under picnic tables * Pavers	
Cost of Installation: TBD	
Safety Measures:	
Start Date: ASAP	End Date: ASAP

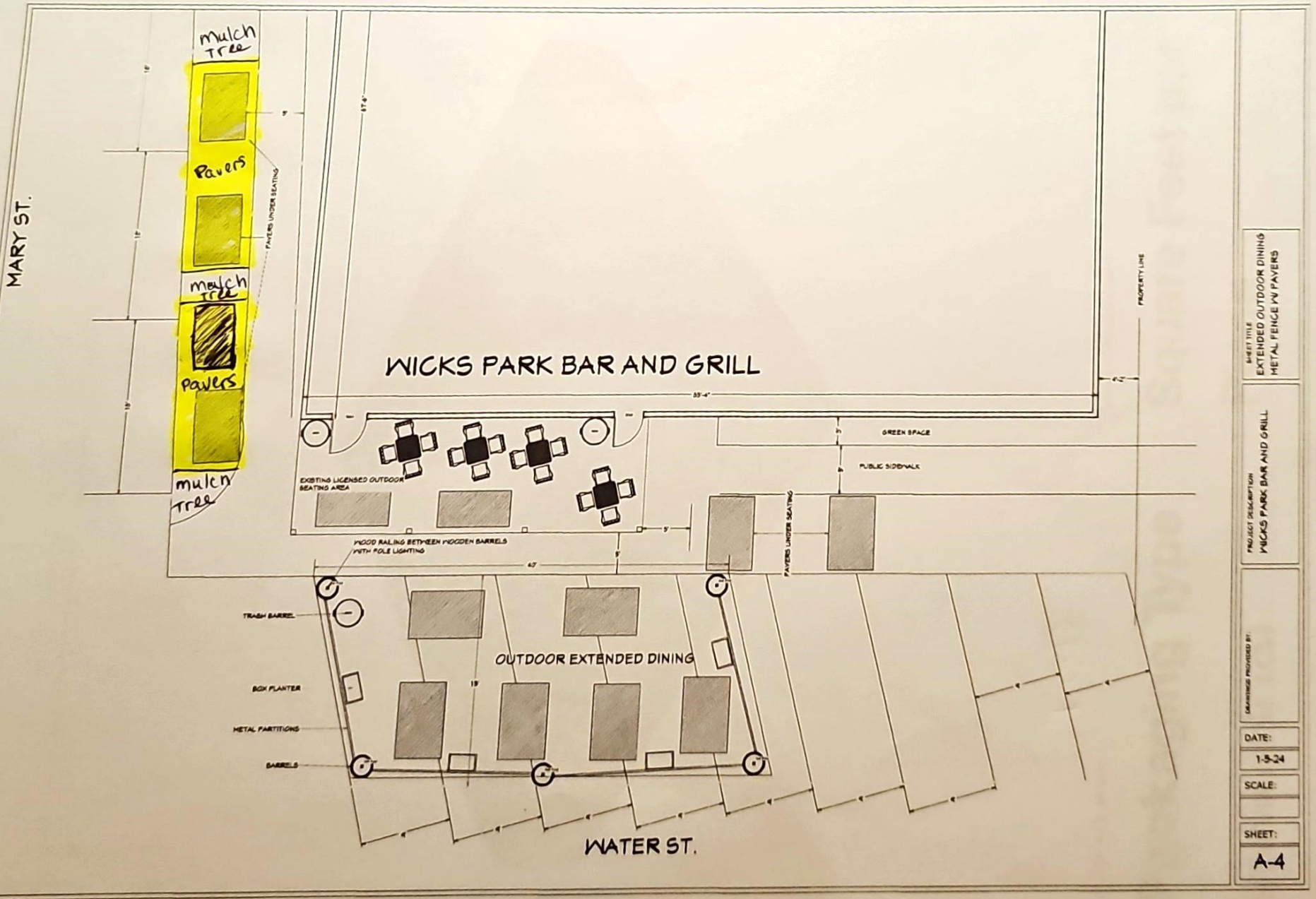
Checklist	
Attachments (select all that apply):	☑ Survey, Site Plan and/or Drawing ☐ Traffic Control Plan ☐ Certificate of Insurance naming City of Saugatuck as additional insured

Attestation

By signing this application, I understand and agree to all of the following:

- The statements made in this application and submitted plans are true, and if found not to be true, any permit that may be issued may be void.
- To comply with the conditions and regulations provided with any permit that may be issued.
- This application shall be deemed an agreement by the applicant to promptly complete the work permitted, observe all pertinent laws and regulations of the City in connection therewith, repair all damage done to the street surface and installations on, over or within the street, including trees, and protect and save harmless the City from all damages or actions at law that may arise or may be brought on account of injury to persons or property resulting from the work done under the permit or in connection therewith.
- To indemnify and save harmless the City against all damages or actions at law that may arise or be brought by reason of the excavation or structure being under, over, in or upon the street, or being unfastened, out of repair or defective during the ownership or control.
- An issued permit may be revoked by the City Council if there is a failure to abide by the conditions set forth in the permit or maintain the installation. A permit is automatically revoked if the installation causes or inflicts unreasonable harm on persons or property.
- Encroachments and obstructions in the street may be removed and excavations refilled, and the expense of the removal or refilling charged to the abutting landowner when made or permitted by him or her or suffered to remain by him or her otherwise than in accordance with the terms and conditions of the City of Saugatuck Code of Ordinances.
- All applicable sections of the City of Saugatuck Code of Ordinances and all other applicable laws, ordinances and regulations will be complied with.
- This is a permit application (not a permit) and a permit, if issued, does not include any representation or conveyance of rights in any other statute, building code, fire code, deed restriction or other property rights.

Applicant Signature: CMP	Date: 6/26/24


MARY ST.
mulch tree
Pavers
PAVERS UNDER SEATING
mulch tree
Pavers
mulch tree
WICKS PARK BAR AND GRILL
PROPERTY LINE
GREEN SPACE
PUBLIC SIDEWALK
EXISTING LICENSED OUTDOOR SEATING AREA
WOOD RAILING BETWEEN WOODEN BARRELS WITH POLE LIGHTING
PAVERS UNDER SEATING
TRASH BARREL
OUTDOOR EXTENDED DINING
BOX PLANTER
METAL PARTITIONS
BARRELS
WATER ST.
SHEET TITLE
EXTENDED OUTDOOR DINING
METAL FENCE W/ PAVERS
PROJECT DESCRIPTION
WICKS PARK BAR AND GRILL
DRAWINGS PROVIDED BY:
DATE:
1-5-24
SCALE:
SHEET:
A-4

Dimensions: H 1.57 in, W 12.00 in, L 12.00 in



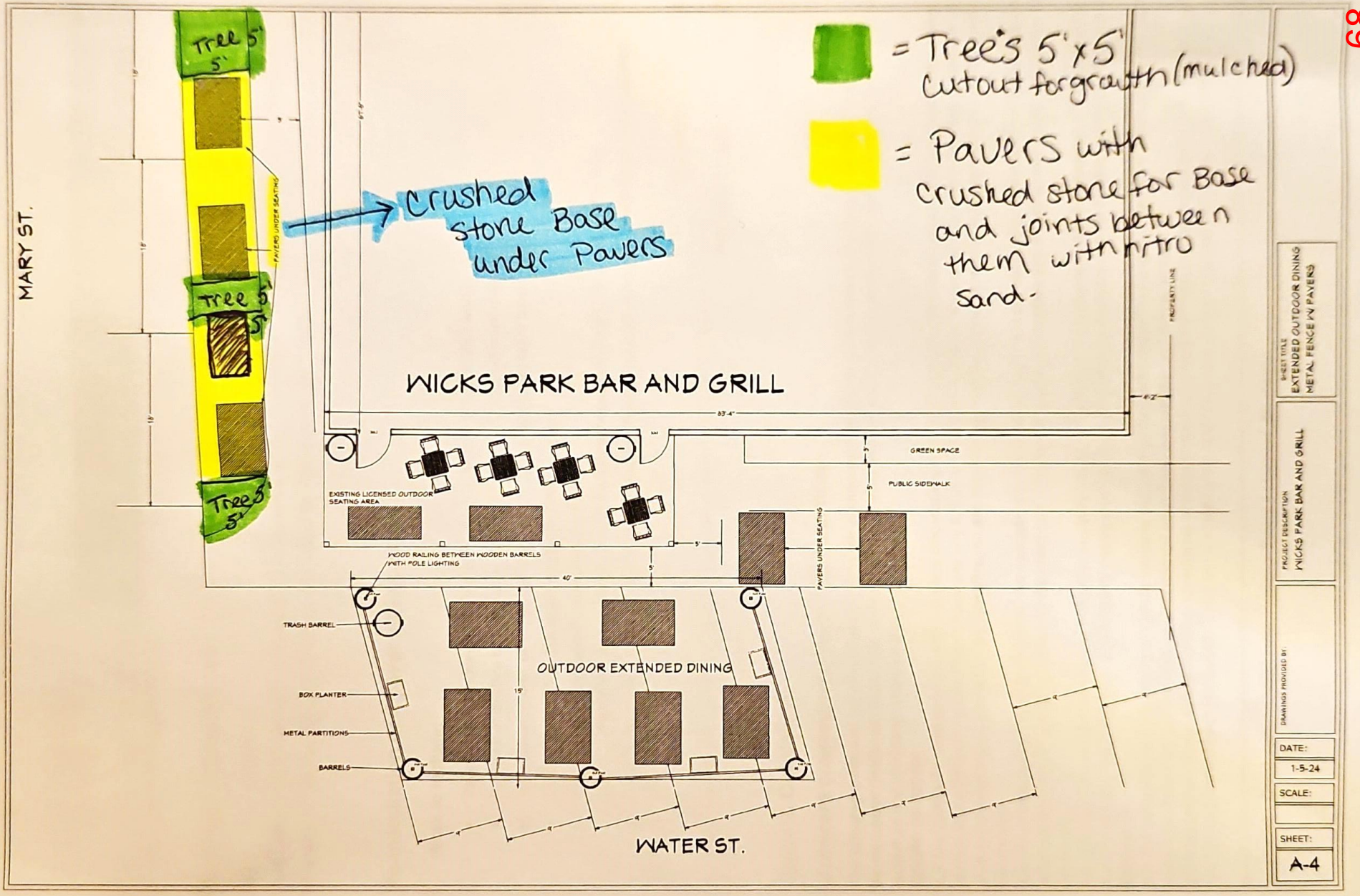
Live Chat

Packaging Type

Individual

Square Feet per Piece

STOP


= Tree's 5'x5' cutout for growth (mulched)
= Pavers with crushed stone for Base and joints between them with nitro sand.
Crushed stone Base under Pavers
MARY ST.
Tree 5'
5'
Tree 5'
5'
Tree 5'
5'
PAVERS UNDER SEATING
WICKS PARK BAR AND GRILL
83'-4"
PROPERTY LINE
GREEN SPACE
PUBLIC SIDEWALK
EXISTING LICENSED OUTDOOR SEATING AREA
WOOD RAILING BETWEEN WOODEN BARRELS WITH POLE LIGHTING
40'
PAVERS UNDER SEATING
TRASH BARREL
OUTDOOR EXTENDED DINING
BOX PLANTER
METAL PARTITIONS
BARRELS
WATER ST.
SHEET TITLE
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METAL FENCE W/ PAVERS
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WICKS PARK BAR AND GRILL
DRAWINGS PROVIDED BY:
DATE:
1-5-24
SCALE:
SHEET:
A-4

Hollandia
OUTDOOR LIVING CONCEPTS

Proposal #4659

Parkway Paver Areas

Date 7/1/2024
Customer Patrick Murphy | Patrick Murphy Builders, LLC | 186 Hamilton St., PO Box 39 | Douglas, MI 49406
Property Wicks Park Bar & Grille | 449 Water St. | Saugatuck, MI 49453

Re-installation of 2 paver sitting areas

Work to include:

- Pavers to be removed and stacked on site (done prior to Hollandia's work)
- Removal of existing base material to prepare for proper base material installation
- Installation of 4-6" of compacted 6AA (3/4") open-aggregate (clean) base material
- Installation of 1" of 31A open-aggregate bedding layer
- Re-install existing pavers in the same two areas
    - Pavers will be finished flush with the sidewalk and curb heights to avoid any fall risks
- Installation of nitro joint sand (resin based) to allow drainage through joints and into/through base materials

Subtotal:	$13,662.51
PROJECT TOTAL:	**$13,662.51**

Terms & Conditions

LANDSCAPE CONSTRUCTION TERMS AND CONDITIONS

The following terms and conditions apply to and are incorporated into the estimates unless expressly modified or excluded in writing by the contractor (Hollandia Outdoors). These terms supersede all previous and written agreements made before the date of the contract as well as any conflicting customer provided terms.

SCOPE OF WORK

1.1 The contractor shall carry out and complete landscape work described in the estimate document in a good and workmanlike manner and shall have no obligation to execute any further work unless otherwise agreed upon in writing between the parties. If there shall be any discrepancy between any specification and any drawing, the description contained in the specification shall prevail over the drawing.

1.2 The contract documents shall contain the estimate, the specification plans and any other document referred to in the estimate. No qualification in any acceptance issued by the client shall form part of the contract unless specifically agreed upon in writing by the contractor.

1.3 Only the items on the estimate specification are included but all work is due for payment. All other requested work is excluded.

1.4 The client is responsible for obtaining any necessary planning permission for the work and the fulfilling of statutory requirements.

ESTIMATE

2.1 The contractor also reserves the right to increase the value of the contract due to changes in design or materials by the client after execution of the contract and may result in change order fees. See section on Change Orders.

2.2 Acceptance of the estimate involves acceptance of these terms and conditions of the contract documents. This represents a binding contract between the parties. It should be noted by the client that any attempt to cancel by the client will involve the client being

Hollandia
OUTDOOR LIVING CONCEPTS

Proposal #4659

Parkway Paver Areas

Date 7/1/2024

Customer Patrick Murphy | Patrick Murphy Builders, LLC | 186 Hamilton St., PO Box 39 | Douglas, MI 49406

Property Wicks Park Bar & Grille | 449 Water St. | Saugatuck, MI 49453

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ESTIMATE

2.1 The contractor also reserves the right to increase the value of the contract due to changes in design or materials by the client after execution of the contract and may result in change order fees. See section on Change Orders.

2.2 Acceptance of the estimate involves acceptance of these terms and conditions of the contract documents. This represents a binding contract between the parties. It should be noted by the client that any attempt to cancel by the client will involve the client being

liable to cancellation fees and any loss of expenses incurred as a result at the discretion of contractor. (Up to a maximum of 50% of the total of estimate.)

PAYMENT

3.1 The client accepts that he/she will pay the contractor the full contract sum (all costs incurred) together with any tax properly chargeable upon the contract.

3.2 All accounts are net and do not provide for any discounts or retentions.

3.3 Payment terms are described within the stated contract. The client will pay any extra work or costs due to unknown difficulties or changes which are not within the estimate.

3.4 Larger contracts may be broken into payments by draw. Frequency and amount will be agreed upon in writing by the client and the contractor.

3.5 Payments are due immediately upon receipt of the invoice. Customer understands that delays in payments may result in suspension of services. A service fee of $25 will be accessed to the customer for payments returned to Hollandia for insufficient funds.

3.6 The contractor will only ask for the estimate price unless there are any unforeseeable difficulties or the work has been increased. In either case, all work will be paid in full.

3.7 Hollandia reserves the right to terminate the contract without notice in the event of customer's failure to make timely payments, and/or actions by customer to circumvent, interrupt or otherwise adversely impact any relationship between a subcontractor and Hollandia. Abusive or threatening behavior towards Hollandia will not be tolerated and will be grounds for immediate contract termination.

SITE

4.1 The client warrants the site is free of underground problems including pipes, cables, stumps, sewage drains and waste materials. Where problems are found underground, the contractor shall be entitled to charge for additional work necessary and properly executed by the contractor to complete the work.

4.2 The contractor shall be free from any liabilities (including structural or accidental) when using machinery except for accidents caused by its improper use.

4.3 Any material, refuse or debris required to be removed from the site to execute the contract, not in the estimate, may be billed for hauling and dumping.

4.4 Customer shall notify Hollandia in writing within 24 hours of discovery of any damage to customer's property deemed to be caused by services performed by Hollandia. Hollandia shall not be liable for any damages unless given opportunity to investigate and repair.

DELAY/DISRUPTION

5.1 The contractor undertakes to use all reasonable endeavors to complete the work within a reasonable time or by a specific date if agreed upon in writing. Under no circumstances shall the contractor incur any liability to the client for any untimely performance.

5.2 The contractor shall not be held responsible for any delays caused by weather which make contract execution impossible.

MATERIALS ON-SITE

6.1 Materials delivered to site become the responsibility of the client. The contractor accepts no responsibility for loss, damage or expense after delivery of materials to site for any reason.

6.2 Any material brought to or removed from the site in excess to the contractor's requirements remains the possession of and removable by the contractor who shall have the right to enter the site for that purpose.

MAINTENANCE AFTER COMPLETION

7.1 The contractor undertakes to execute the scope of this contract. The proper maintenance of the site however passes to the client upon practical completion unless otherwise agreed upon in writing. Practical completion is deemed to take place as specified by the contractor.

ACTING AGENTS

8.1 The contractor has no responsibility or liability for structural considerations, appearance of finish features or overall management of work where an outside party has provided advice, drawings, or supervision unless agreed upon in writing prior to start of contract. It is the responsibility of the agent to bring these terms of business to the attention of the client.

WARRANTIES

9.1 Refer to Guarantees for specific items.

9.2 The contractor accepts no liability for any negligent act, omission, or any default under this contract unless specifically agreed upon in writing.

9.3 Any structural or appearance of finished features is at the discretion of the contractor unless agreed upon in writing by the client or agent prior to the start of work. Where a written specification for the appearance of a feature is provided to the contractor, it is the responsibility of the client or agent to request a small sample of this finished work prior to the start of that specific feature. The contractor is not liable for any work necessary as a consequence of such an omission. This applies to both the client and the agent.

INSURED

10.1 Hollandia Outdoors is licensed and insured. Proof of insurance is available upon request.

CHANGE ORDERS

A change order is necessary when changes to the scope of work or materials originally quoted in a contract are requested by either the client or the contractor. These changes may result in a decrease or increase in the originally quoted amount and the change order form helps to define these alterations.

Typical fees associated with the change may be:

- Increase/decrease in labor brought about by any changes and any lost labor hours brought about by the change
- Changes to material type or quantity
- Plant material addition/subtraction or species change
- Restocking fees brought about by change order
- Permit fees for any re-submittal caused by plan changes
- Time spent for re-design or product selection outside of original planning

If a change in pricing is necessary, a change order form will be submitted by the contractor to the client for approval before any work relating to the alteration takes place. The approved amount will be added to the final billing and will be subject to payment policy.

OUR GUARANTEE

Hollandia Outdoors is very proud to stand behind our work and does everything possible to ensure customer satisfaction during and after installation. Please read and understand our guarantee so there are no questions about the responsibilities of Hollandia Outdoors and the customer.

All guarantees below are valid only upon full payment of the agreed contract. Once job is completed to contract/plan specifications, withholding payment for warranty items is not acceptable. Warranty items will not be addressed until payment in full is received.

PLANT MATERIAL

Guaranteed to be living and vigorous at the time of installation. Plant material that dies within 90 days from installation date will be replaced at no cost, assuming proper care of plants has been provided by customer. Plant material that dies due to improper care, i.e. poor watering, over fertilizing, improper pruning, animal damage or maltreatment will be void from guarantee. Replacements will be installed on a one time basis, based upon availability, seasonal conditions and Hollandia Outdoors scheduling. Substitutions will be agreed upon by both customer and Hollandia Outdoors.

PATIOS, STEPS, WALLS

Craftsmanship is guaranteed for a period of one year from installation to be free from defects and construction failure. All installation will be done according to manufacturer material specifications. Exception for new build construction (two years or less): any soil settling or unstable subsoil condition which results in construction failure is not the responsibility of Hollandia Outdoors. Work done by other contractors after job completion that causes failure will not be the responsibility of Hollandia Outdoors. Manufacturer warranties apply within their limitations.

ANNUAL PLANTINGS

Guaranteed for a period of 24 hours from installation to be healthy and vigorous. Hollandia Outdoors will water and fertilize annual plantings one time at initial planting but is not responsible for maintaining and watering beyond first 24 hour period. Any bed improvements (tilling, soil conditioners, bed leveling, etc.) will be charged in addition to the cost of annual flats and installation.

LOW VOLT LIGHTING

Guaranteed to be in working condition upon completion of job. Manufacturer warranties will apply to the fixtures and transformers within their limitations.

SEEDING/HYDRO SEEDING

This will be done so that complete soil coverage is achieved. Dry seed and hydro seed success depends heavily upon irrigation and therefore, Hollandia Outdoors cannot be held responsible for conditions that wash away or prevent seed germination after coverage is applied. Reapplication will be charged additionally.

REPAIRS

Any damage to turf areas will be repaired through seeding or hydro seeding. Turf repairs by sod will be at an additional cost to the customer. Plants damaged will be pruned accordingly or replaced with a reasonable and available size matching removed plant.

By		**By**	
	Scott Golin		
Date	7/1/2024	**Date**	
	Hollandia Outdoors		**Wicks Park Bar & Grille**

Specifications

Dimensions: H 1.57 in, W 12.00 in, L 12.00 in



Live Chat

Packaging Type

Individual

Square Feet per Piece

About This Product

The 12 in. square patio stone is an easy landscape addition to a patio or pathway. It is also great for step stones in a garden or for a walkway. Outdoor patios combine the best of interior comforts with Mother Nature's loveliness. Families can relax, play, dine, and entertain while experiencing what has always made patios popular: being outside. Your property can be transformed into an outdoor living room with a little imagination.

Live Chat

- Drycast concrete construction for durability
- Patio stones are easy to install and can also be used for walkways, paths and pool decks
- Size and weight are approximate
- Color in concrete products may vary from pallet to pallet, please purchase your projects all at one time
- Note: product may vary by store
- For your larger outdoor projects, click here to shop the pallet size option.

- 1 +

Add to Cart

Add to List

Add to Quote

homedepot.com

4:17 LTE

Color/Finish	Pewter
Features	Base Required, Textured
Landscape Supply Type	Step Stone
Material	Concrete
Package Quantity	1
Packaging Type	Individual
Paver Resistance	Fire Resistant, Freeze Resistant, Rust Resistant, Slip Resistant
Product Weight (lb.)	17 lb
Recommended Application	Pathway, Patio
Shape	Square

Live Chat

- 1 +

Add to Cart

Add to List

Add to Quote

homedepot.com

4:17 LTE

Dimensions

Product Height (in.)	1.57 in
Product Length (in.)	12.00 in
Product Width (in.)	12.00 in

Live Chat

Details

Color Family	Pewter
Color/Finish	Pewter
Features	Base Required, Textured
Landscape Supply Type	Step Stone

- 1 +

Add to Cart

Add to List

Add to Quote

homedepot.com

4:17 LTE

Shape

Square

See Similar Items

Recommended Application

Pathway

Patio

Material

Concrete

See Similar Items

Paver Resistance

Fire Resistant

Freeze Resistant

Rust Resistant

Show More

Live Chat

Dimensions

Product Height (in.)	1.57 in

- 1 +

Add to Cart

Add to List

Add to Quote

homedepot.com


BURRITO




10
MPH






84






NO
20
NO PARKI
DRIVEWAY
NO PARKING
ON THIS SIDE
OF THE STREET

City Council Agenda Item Report

FROM: Ryan Cummins – City Manager

MEETING DATE: 7/22/2024

SUBJECT: Seating Along Mary Street Request – 449 Water Street – WPBG LLC

DESCRIPTION:
Christine Murphy of WPBG, LLC (Wicks Park Bar & Grille), has submitted a request to place 3 picnic tables between the public sidewalk and street adjoining the property, to be utilized in conjunction with the restaurant. The seating will be on the north side of the building along Mary Street.

On 2-15-24 the Planning Commission approved the special land use and site plan request for expanded outdoor dining contingent upon the following:

1. Demonstrate the compliant placement of electrical cords.

2. Provide a detailed plan for installing pavers in the Mary Street right-of-way.

3. Secure all other applicable approvals from City departments, the fire department, and applicable outside agencies.

4. Provide all Expanded Outdoor Dining Area checklist items in accordance with section 154.092 (O)(2)b (license agreement, fees, lighting attestation, and tax payment attestation.

5. Applicant must make accommodations for people to open car doors in handicapped spaces.

Attached is a Revocable License Agreement that would allow for Wicks Park Bar & Grille to have temporary restaurant seating in the public right-of-way along Mary Street until November 1, 2029. It is of note the seating must still be removed seasonally from November 1 to April 1.

BUDGET ACTION REQUIRED:
N/A

COMMITTEE/COMMISSION REVIEW:

The Planning Commission and Historic District Commission have both reviewed the request and conditionally approved.

LEGAL REVIEW:

The City Attorney reviewed revocable license agreement language for restaurant seating in the public right of way.

SAMPLE MOTION:

Motion to **approve/deny** the Revocable License Agreement for temporary restaurant seating in the public right-of-way along Mary Street for Wicks Par Bar and Grille (WPBG, LLC).

REVOCABLE LICENSE AGREEMENT

FOR RESTAURANT SEATING IN THE PUBLIC RIGHT OF WAY

THIS AGREEMENT is made this __ day of _____, 2024, by and between the CITY OF SAUGATUCK, (hereinafter "City") a municipal corporation located in Allegan County, Michigan; and Wicks Park Bar and Grille (WPBG LLC), (hereinafter "Licensee").

Recitals

A. Licensee has ownership interest in real property located at 449 Water Street, in the City of Saugatuck, further described as PP No. 03-57-300-068-00. A restaurant is operated on the property.

B. Licensee desires to place 3 picnic tables between the public sidewalk and street adjoining the property, to be utilized in conjunction with the restaurant.

C. The public sidewalk and street are under the control and jurisdiction of the City and the City is amenable to granting a revocable license to Licensee for the purposes described herein, subject to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, it is agreed as follows:

Agreement

1. The parties affirm that the recitals set forth above are correct, form an integral part of this Agreement and are incorporated by reference.

2. The City grants to the Licensee, and the Licensee accepts from the City, a non-exclusive, revocable license to place and utilize the number of tables and chairs set forth above within and on the public sidewalk and street directly adjacent to the Licensee's property, in the precise location shown on the attached sketch plan, marked as Exhibit A (the "Licensed Premises") subject to the terms and conditions of this Agreement. Without limiting the foregoing, the placement and use of the seating and tables shall not obstruct or interfere with a five (5) foot wide path on the improved sidewalk, which path shall be continuously maintained for pedestrian travel.

3. The Licensee acknowledges and agrees that Licensee has inspected the Licensed Premises and has determined such premises to be in a satisfactory condition and that the Licensee's entry upon and use of the Licensed Premises constitutes acceptance of the Licensed Premises on an "as is" basis. The City makes no representations or warranties as to the condition of the public right-of-way, the suitability of the use of the Licensed Premises proposed by Licensee, or any physical or other condition. The City will have no liability or responsibility for upkeep, maintenance, or any other action with regard to personal property located on the Licensed Premises or the Licensed Premises as a result of this Agreement. Licensee will comply with all applicable

ordinances, laws, and regulations governing the same and will keep personal property placed thereon in neat and clean condition, reasonable wear and tear excepted.

4. This Agreement is subject, without limitation, to the following general restrictions:

   A. The use of the personal property on the Licensed Premises shall not be conducted in such a way as to become a public nuisance; and Licensee's use of the Licensed Premises shall not interfere with traffic or circulation on any adjoining streets, alleys, sidewalks or public open-space areas.

   B. The Licensee is responsible for maintaining, in a clean and safe condition, the personal property as well as the Licensed Premises.

   C. The personal property shall only be located in that area expressly designated on Exhibit A.

5. This Agreement shall not authorize the use or placement of any other personal property within or on the Licensed Premises, including, but not limited, to signage, fencing, trash cans, service stations, or features except those items referenced in Recital B above.

6. The Licensee shall hold the City and its officers, employees, and agents harmless from, and defend and indemnify them against, any and all claims or lawsuits seeking recovery for damage or injury, including death, and against any other legal proceedings instituted against any of them, directly or indirectly, arising from the use or placement of the tables and chairs within and on the public sidewalks or from the City's permitting the Licensee to install and maintain such encroachment, regardless of whether the Licensee or any of its officers, employees, or agents are negligent. The obligations of the Licensee under this paragraph shall survive the termination of this Agreement for a period of three years.

7. The license granted by this Agreement shall expire on November 1, 2029. Notwithstanding the foregoing, the license granted by this Agreement shall be revocable at the will of the City, with or without cause, by the City giving Licensee 15 days written notice of intent to revoke. Upon written notice to Licensee, mailed by regular mail to the Licensee at the property Licensee's address of record (PO Box 58, Saugatuck, MI 49453), Licensee shall forthwith remove the tables from within the City right-of-way. In the event the license is revoked, neither Licensee nor its successors or assigns shall be entitled to any compensation.

8. Any food service shall conform to applicable local, county, state, and federal laws, regulations, licensing requirements, and standards, subject to any limits imposed in this license.

9. The Licensee shall obtain, continuously maintain for the duration of this Agreement, and provide the City prior to execution of this Agreement, and from time to time thereafter, with proof acceptable to the City Manager of commercial general liability

insurance coverage, naming the City as an additional insured party. Such insurance shall have an initial limit of $1,000,000 per occurrence and $2,000,000 general aggregate. Said insurance must contain comprehensive coverage to insure against any and all claims arising out of or attributable to the encroachment of the tables and chairs into the Licensed Premises or other public right-of-way, regardless of whether the Licensee or any of its officers, employees, or agents are negligent in any manner. The certificate of insurance must contain an unqualified guarantee that the City will be provided with 30 days prior written notice of cancellation, termination, non-renewal, or material change in coverage of the insurance policy provided. If the Licensee fails to maintain the required insurance in force, the City may, at its option, obtain such insurance at its own expense and bill the costs of the same to the Licensee, which costs the Licensee agrees to promptly pay.

10. In no event shall the City be responsible for loss or damage to improvements or personal property owned by the Licensee or its invitees or employees and located on the Licensed Premises, which are caused by fire, theft, loss, vandalism or other casualty.

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

12. Licensee acknowledges and agrees that the City is the owner of the Licensed Premises, that the license granted under this Agreement involves the permission to enter and use property which is a public right of way, that the public's rights are paramount, and that the Licensee's use under this license may not interfere with the public's rights to the reasonable use of the Licensed Premises. Licensee further acknowledges that its use of the Licensed Premises does not constitute any title, claim of right, or other interest in the Licensed Premises.

13. Violations of a term of this Agreement by Licensee shall result in the suspension of Licensee’s rights hereunder with 24-hour notice to Licensee.

14. This license is personal with the Licensee and does not run with the land. This license shall not be assigned or transferred in any manner by the Licensee to any other person or business entity. The City, in its sole discretion, may authorize the assignment or transfer of this license to a third party by amendment to this Agreement or by a separate license agreement.

In witness whereof, the parties have caused this Agreement to be executed on the date first set forth above.

CITY OF SAUGATUCK, a municipal corporation

By: _____

_____

Its: _____

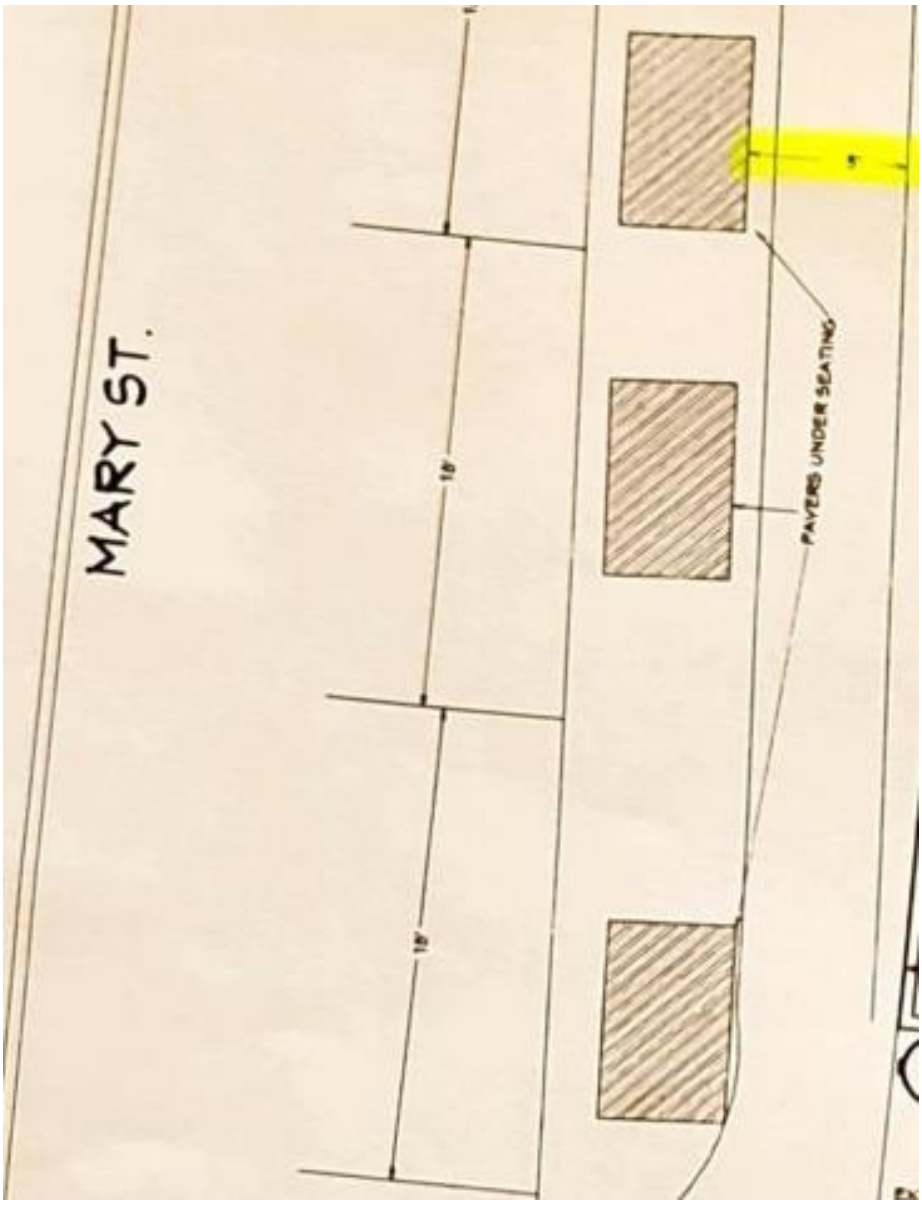
_____, a _____

By: _____

_____

Its: _____

EXHIBIT A



City Council Agenda Item Report

FROM: Ryan Cummins - City Manager

MEETING DATE: July 22, 2024

SUBJECT: Revocable License Agreement Regarding Monitoring Wells in the Water Street Right of Way for 650 Water Street

DESCRIPTION:

Attached is a proposed revocable license agreement between the City of Saugatuck and Fishbeck, Thompson, Carr & Huber Inc. (Licensee) for the installation and monitoring of two groundwater monitoring wells (MW-3 and MW-9) on the east side of Water Street, in front of Ida Red's Cottage.

Reasons for Monitoring Wells:

- There is historical contamination from a gasoline release (REL-0274-18) at 650 Water Street. This relates to the former Gleason Marina. The property owners have been doing testing and monitoring for several years.
- The Michigan Department of Environment, Great Lakes, and Energy (EGLE) requires these wells to assess the contamination and pursue site closure.

Key Points of the Agreement:

- The City grants the Licensee a revocable license to install, maintain, and monitor the wells.
- The Licensee is solely responsible for all costs associated with:
    - Drilling, installation, maintenance, and removal of the wells.
    - Repairing any damage caused by well installation activities.
    - Decommissioning and removing the wells upon closure of the relevant site or when no longer needed.
    - Restoring the right-of-way to its original condition.
- The Licensee must obtain a decommissioning bond and liability insurance (details in agreement).
- The City can revoke the license at any time with written notice.
- The Licensee cannot assign the agreement to another party without City approval.

Benefits to the City:

- This agreement aids in environmental cleanup efforts mandated by EGLE.
- The City retains control over the right-of-way through the revocable license and decommissioning bond.

The City Engineer has reviewed. We recommend approving this agreement to facilitate the environmental investigation while protecting the City's interests.

LEGAL REVIEW:
The City Attorney reviewed the request and prepared the draft revocable license agreement.

SAMPLE MOTION:
Motion to approve the Revocable License Agreement Regarding Monitoring Wells in the Water Street Right of Way.

ROW Permit Fee: $150
Temp ROW Permit Fee: $75
Street Cut/Curb Cut Escrow Deposit: $3000
Installation Bond/Escrow: Superintendent Discretion
ROW Permit – Council Review: $250

City of Saugatuck ★ EST. 1868

RIGHT OF WAY PERMIT APPLICATION

Applicant Information	
Name: Kayla Rooney	Business or Organization: Fishbeck
Address: 2960 Interstate Parkway Kalamazoo, MI 49048	Phone: 269-544-6968
E-mail: krooney@fishbeck.com	
Contractor: Rosendall Well Drilling; 525 Parnell Ave., Lowell, MI 49331	

Project Information	
Request Type (select all that apply):	☐ Street Cut ☐ Curb Cut ☒ Boring ☐ Stormwater Connection ☐ Sidewalk Closure ☐ Sidewalk Removal/Replacement ☐ Installation ☐ Temporary Encroachment
Project Location: Within the Water Street ROW; in front of Ida's Red Cottage (645 Water)	
Description of Work/Project/Installation: Fishbeck is proposing to install 2 permanent monitoring wells within the Water Street ROW. The proposed scope is associated with a confirmed gasoline release (REL-0274-1B) at 650 Water Street. The purpose of the scope is to delineate vertically contaminants in groundwater extending across the Water Street ROW, as required by EGLE to pursue closure of the site.	
Cost of Installation: All costs for drilling and well installation are covered by a state fund.	
Safety Measures: Fishbeck will implement safety measures including establishment of a work exclusion zone cordoned off by traffic cones and appropriate signage.	
Start Date: Tentatively July 8, 2024	End Date: July 8, 2024

ADDITIONAL INFORMATION

Street Cuts
Each street cut shall be at the applicant's expense with no cost to the City of Saugatuck. An escrow deposit for engineer monitoring and inspection costs shall be submitted in accordance with the City fee schedule. The unused remainder of the escrow deposit will be returned. If the deposit does not cover all costs and expenses of the City, the deficit shall be paid by the applicant. One week prior to initiating the work, contact the City's engineering firm (Fleis & Vandenbrink) via the contact information listed below to schedule the necessary inspections for your project.

Jon Moxey
Fleis & Vandenbrink
jmoxey@fveng.com
O: 616.977.1000 | D: 616.588.1925 | C: 616.262.8717

Curb Cuts
Curb cuts may require engineer inspection and monitoring. If monitoring and inspection is required, an escrow deposit will be required. No single curb cut shall exceed 25 feet, nor be less than ten feet at the street line nor less than eight feet at the outside sidewalk line. The minimum distance between any curb cut and a public crosswalk shall be five feet. The minimum distance between curb cuts, except those serving residential property, shall be 25 feet. The maximum number of lineal feet of sidewalk driveway crossings permitted for any lot, parcel of land, business or enterprise shall be 45% of the total abutting street frontage up to and including 200 lineal feet of street frontage plus 20% of the lineal feet of street frontage in excess of 200 feet. The necessary adjustments to utility poles, light standards, fire hydrants, catch basins, street or railway signs, signals or other public improvements or installations shall be accomplished without cost to the City. Driveways over sidewalk lines shall be of concrete at least six inches thick. Driveway aprons between the sidewalk and the street shall be of concrete six inches thick.

Temporary Encroachments
Items such as dumpsters and trailers must be visible to motorists and pedestrians by means of reflectors, cones, and/or barricades. They must be placed so as to not impede access to a fire hydrant or block or impair traffic flow in the street or a motorists' line of sight.

Miss Dig
The permittee must comply with the requirements of PA 53 of 1974, as amended. CALL MISS DIG AT 811 or (800) 482-7171 AT LEAST THREE (3) FULL WORKING DAYS, BUT NOT MORE THAN TWENTY-ONE (21) CALENDAR DAYS, BEFORE YOU START WORK. The permittee assumes all responsibility for damage to or interruption of underground utilities.

REVOCABLE LICENSE AGREEMENT

REGARDING MONITORING WELLS IN THE WATER STREET RIGHT-OF-WAY

THIS AGREEMENT is made this _____ day of _____, 2024, between the CITY OF SAUGATUCK (the "**City**") a Michigan municipal corporation located in Allegan County, Michigan, and Fishbeck, Thompson, Carr & Huber Inc., a Michigan corporation, whose address is 2960 Interstate Parkway, Kalamazoo, MI 49048 (the "**Licensee**").

Recitals

A. The Licensee has applied for a Right of Way Permit to drill, construct, and install two groundwater monitoring wells within the Water Street right-of-way.

B. The proposed location of the monitoring wells is illustrated in **Exhibit A** and shall be within the Water Street right-of-way on the East side of Water Street, in front of Ida Red's Cottage, which is located at 645 Water Street, Saugatuck MI, 49453.

C. The reason for these monitoring wells is to collect data to delineate the verticality of contaminants in the groundwater resulting from a confirmed gasoline release (REL-0274-18) at 650 Water Street, Saugatuck, MI 49453.

D. This groundwater monitoring is required by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) to pursue closure of the site.

E. Licensee has contracted with Rosendall Well Drilling, LLC, a Michigan limited liability company whose address is 525 Parnell Avenue NE, Lowell, MI 49331 (the "Contractor") to perform the drilling and work necessary to install the monitoring wells.

F. The Licensee has submitted a site plan, which is included herein as **Exhibit B**, which shows the location of nearby monitoring wells and similar infrastructure; the two monitoring wells contemplated herein are labelled as and shall be referred to as "MW-3" and "MW-9," which are shown on the East side of Water Street.

G. The City is amenable to granting a revocable license to Licensee to allow the drilling, installation, and monitoring of MW-3 and MW-9 within the Water Street right-of-way as contemplated herein, subject to terms of this Agreement.

Agreement

1. The City hereby grants to Licensee a revocable license to drill, install, maintain, and monitor MW-3 and MW-9 in the Water Street right-of-way, as contemplated herein.

2. Licensee shall be solely responsible for all maintenance costs associated with the drilling, installation, maintenance, and removal of MW-3 and MW-9 and the adjacent areas, including the cost of repair if any adjacent area or infrastructure is damaged or otherwise disturbed by the well installation and monitoring activities.

3. The monitoring wells (MW-3 and MW-9) installed within the Water Street right-of-way pursuant to this Agreement shall be two-inch (2") diameter PVC with a five (5') foot long PVC screen. The wells will be finished with a flush mounted manhole cover and concrete pad. Both wells will be installed utilizing a GeoProbe® 7822DT equipped with a 4.25-inch diameter hollow stem auger. Each monitoring well will be advanced via a hand auger from ground surface to five (5') feet below ground surface to clear any utilities, before utilizing the GeoProbe. The Licensee shall be solely responsible for the maintenance and repair costs associated with any utilities or infrastructure damaged or impaired by the installation of the monitoring wells.

4. If a City infrastructure project requires adjustment, relocation, or removal of MW-3 and MW-9, the necessary work shall be at the Licensee's sole expense. Licensee acknowledges and agrees that the City may relocate or remove MW-3 and MW-9 without notice to Licensee if needed to accommodate emergency work within the Water Street right-of-way.

5. The Licensee shall decommission and remove MW-3 and MW-9 within thirty (30) days after closure of the relevant site or when the monitoring wells are no longer required, and at such time shall restore the City's right-of-way to the condition it was in before the wells were installed.

6. The drilling and installation of MW-3 and MW-9 shall take place on _____, or an alternative date as agreed to between the Licensee and the City.

7. The Licensee or its Contractors shall not interfere with vehicular or pedestrian traffic on the Water Street right-of-way except for a temporary interference as necessary for the drilling and installation of the wells.

8. The Licensee and its Contractors shall implement all necessary safety measures to not pose an unreasonable safety risk to the City and its residents. The required safety measures shall include, but are not limited to, the establishment of a "work exclusion zone," which shall be cordoned off by traffic cones and the appropriate signage as shown in **Exhibit A**.

9. The Licensee shall maintain the monitoring wells in the public right-of-way in good condition at all times, and in compliance with all applicable laws and regulations of the City, County and State of Michigan.

10. At all points during the duration of this project, from installation of the wells until the decommissioning of the wells, the Licensee shall maintain insurance coverage that names the City as an additional insured, with coverage limits equal to or more than the coverage indicated on **Exhibit C**.

11. The license granted by this Agreement shall be revocable at the will of the City, with or without cause, by the City giving Licensee or its successor written notice of the City's intent to revoke. Upon written notice to Licensees or their successor, mailed by regular mail to 2960 Interstate Parkway, Kalamazoo, MI 49048, Licensees, their Contractors, or their successor shall immediately stop any work within the Water Street right-of-way, and within thirty (30) days of receiving such notice shall remove the monitoring wells from the right-of-way and restore the right-of-way to its original condition.

12. Prior to this Agreement becoming effective, the Licensee shall submit to the City a decommissioning bond in the amount reasonably determined by the City to cover the cost of removal of the wells and returning the City's right-of-way to the condition it was in before the wells were installed pursuant to Paragraphs 5 or 11 of this Agreement. The City shall hold the decommissioning bond in escrow until the wells have been fully removed and the right-of-way restored as contemplated herein by the Licensee, in which event the decommissioning bond shall be returned to the Licensee. If the Licensee fails to timely decommission the monitoring wells, the City may complete such work and may draw upon the decommissioning bond to reimburse the City for its actual costs of removing and disposing of the wells and returning the right-of-way to its original condition, and shall refund the balance, if any, to the Licensee. If the decommissioning bond is insufficient to cover the City's actual costs of removal and restoration, any deficit shall be paid by Licensee.

13. The Licensee shall indemnify and hold harmless the City, and its officers, agents, and employees, from any and all claims, demands, or suits by any person or entity for damages, injuries, or losses in any way connected or arising out the activities authorized by this Agreement. The provisions of this section shall survive any termination of this Agreement.

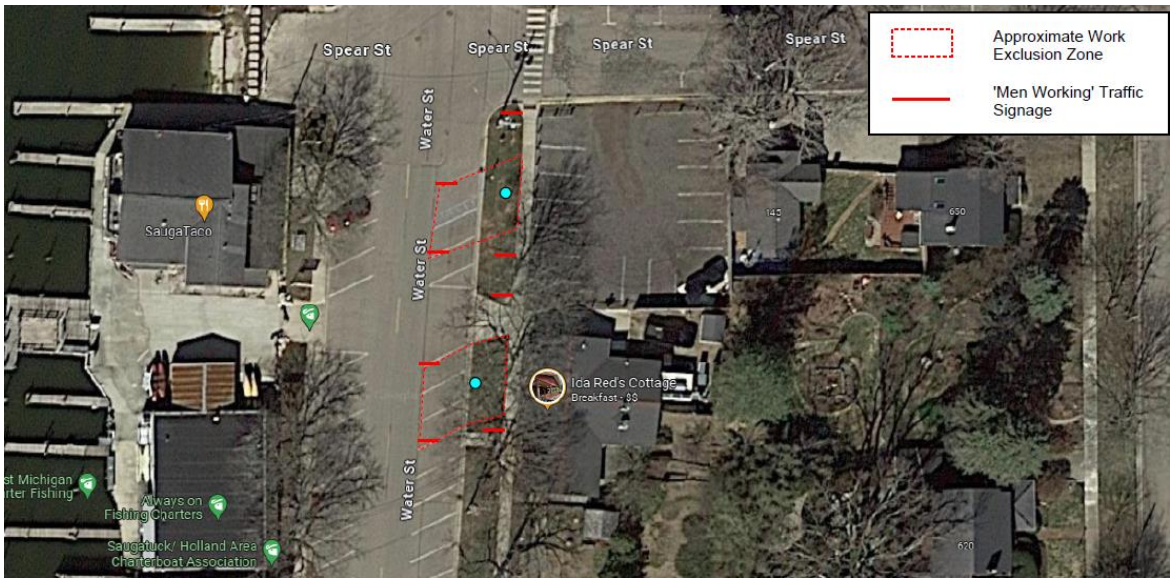
14. The Licensee's use of the Water Street right-of-way pursuant to this Agreement in no way creates any title, claim of right, or other property rights or interest for Licensee in any public right-of-way.

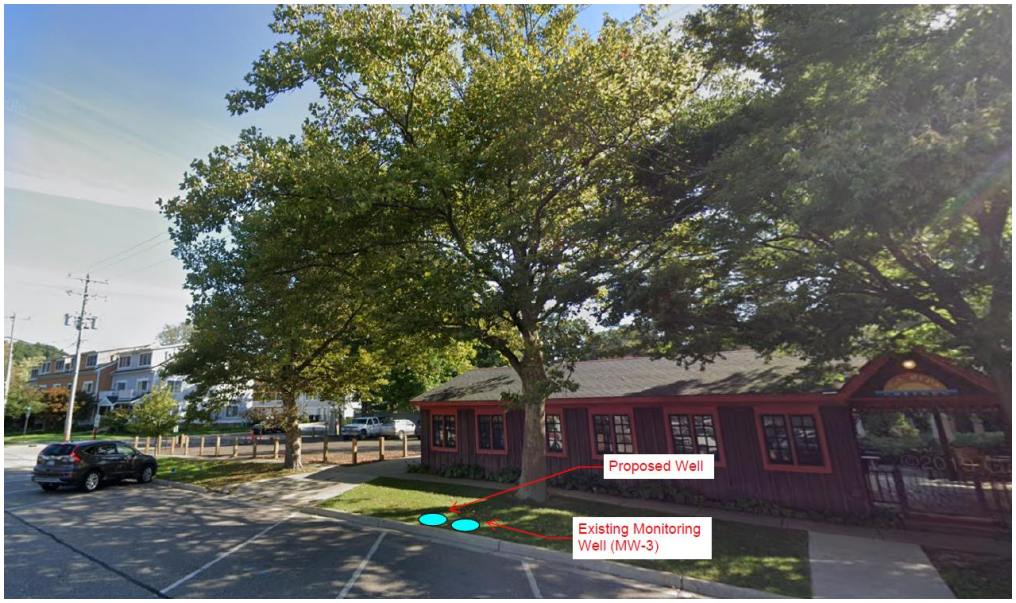
15. The license granted to the Licensee pursuant to this Agreement shall not be assigned or otherwise transferred by Licensee to any other person or entity without the City's prior written approval.

In witness whereof, the parties have caused this Agreement to be executed and effective on the date first set forth above.

CITY OF SAUGATUCK	FISHBECK, THOMPSON, CARR & HUBER
_____	_____
Lauren Stanton, Mayor	By:
_____	_____
Jamie Wolters, Clerk	Its:

Exhibit A


Spear St
Spear St
Spear St
Spear St
Water St
Water St
Water St
SaugaTaco
Ida Red's Cottage
Breakfast · $$
Always on Fishing Charters
Saugatuck/ Holland Area Charterboat Association
Approximate Work Exclusion Zone
'Men Working' Traffic Signage


Proposed Well
Existing Monitoring Well (MW-3)


Proposed Well
Existing Monitoring Well (MW-9)

Exhibit B

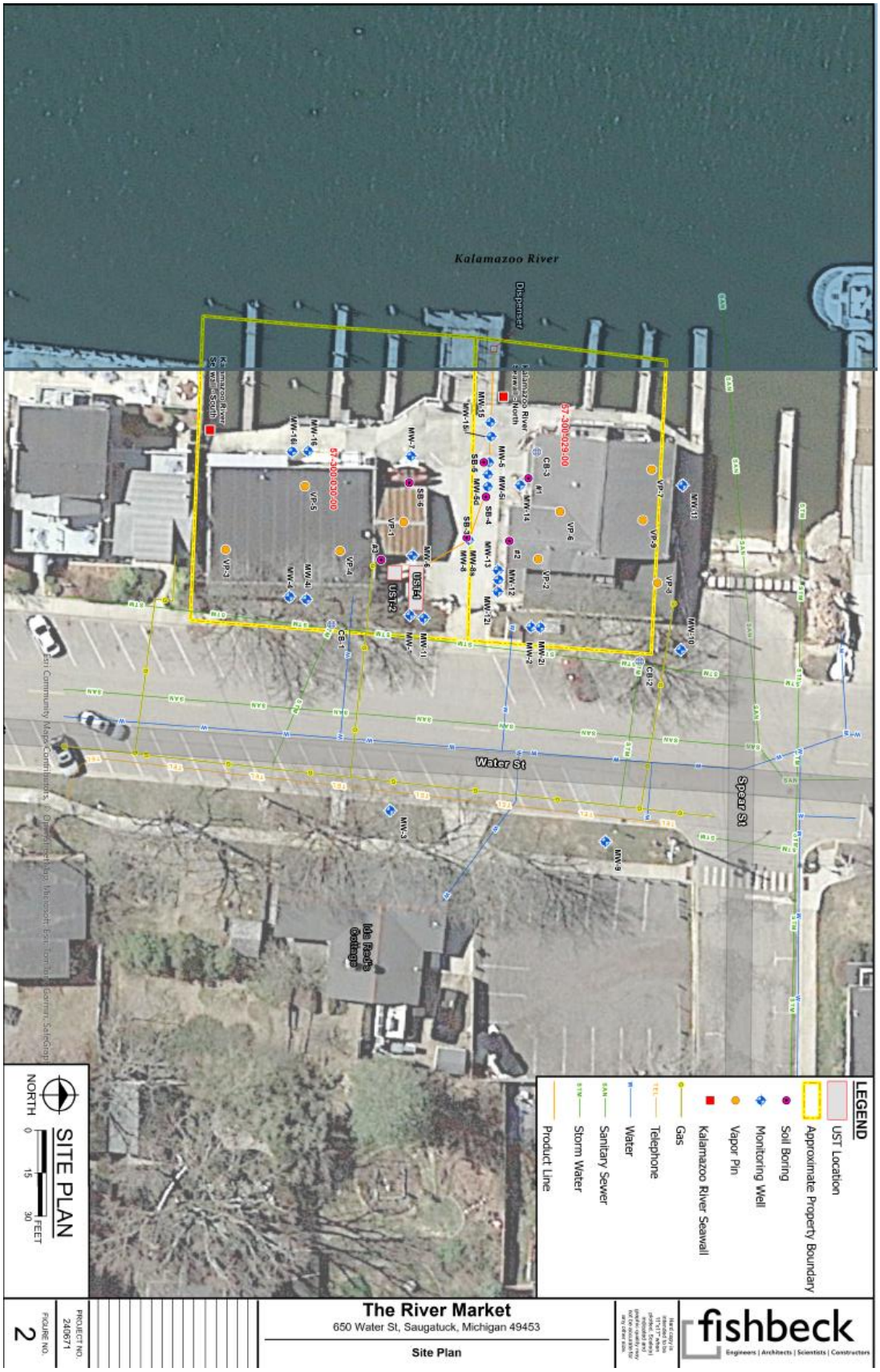

Kalamazoo River
Dispenser
Water St
Spear St
Mc Reds Garage
LEGEND
UST Location
Approximate Property Boundary
Soil Boring
Monitoring Well
Vapor Pin
Kalamazoo River Seawall
Gas
Telephone
Water
Sanitary Sewer
Storm Water
Product Line
NORTH
SITE PLAN
0
15
30
FEET
The River Market
650 Water St, Saugatuck, Michigan 49453
Site Plan
fishbeck
Engineers | Architects | Scientists | Constructors
PROJECT NO.
240671
FIGURE NO.
2

Exhibit C

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Collins & Associates 5075 Cascade Rd SE Grand Rapids MI 49546	CONTACT NAME: Ana Potroanchenu PHONE (A/C, No, Ext): 616-575-2387 FAX (A/C, No): E-MAIL ADDRESS: anap@insuredwithcollins.com
INSURED FISHTHO-01 Fishbeck, Thompson, Carr & Huber Inc. DBA Fishbeck 1515 Arboretum Drive, SE Grand Rapids MI 49546	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Old Republic Ins Co — 24147 INSURER B : Continental Casualty Company INSURER C : Axis Specialty Insurance Co INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 369307835 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y		MWZY317013 24	2/1/2024	2/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			MWTB317014 24	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			7034241134	2/1/2024	2/1/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MWC317012 24	2/1/2024	2/1/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Unmanned Aircraft Liability			SIHL1-P616	12/28/2023	12/28/2024	Each Occurrence	Eff 05/20/2024 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Saugatuck is additional insured with respect to the general liability, as required by written contract.

CERTIFICATE HOLDER

City of Saugatuck
102 Butler Street
P.O. Box 86
Saugatuck MI 49453

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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FISHTHO-01 CJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME:	
Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	PHONE (A/C, No, Ext): (617) 328-6555	FAX (A/C, No): (617) 328-6888
	E-MAIL ADDRESS: boston@amesgough.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Insurance Company A(XV)	35289
INSURED Fishbeck, Thompson, Carr, & Huber, Inc. Dba Fishbeck 1515 Arboretum Drive SE Grand Rapids, MI 49546	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab.			AEH254038073	2/1/2024	2/1/2025	Per Claim Limit	5,000,000
A				AEH254038073	2/1/2024	2/1/2025	Aggregate Limit	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All Coverages are in accordance with policy terms and conditions.

Evidence of Insurance

CERTIFICATE HOLDER

City of Saugatuck
102 Butler Street
P.O. Box 86
Saugatuck, MI 49453

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jared Maxwell

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City Council Agenda Item Report

FROM: Ryan Cummins – City Manager

MEETING DATE: 7/22/2024

SUBJECT: Approval of City Manager's Appointment of a City Treasurer/Finance Officer

DESCRIPTION:
At the end of June, the City's Treasurer/Finance Officer left for an employment opportunity in a nearby community.

The City posted the open position in a variety of forums including:

- Michigan Municipal League Website
- Michigan Government Finance Officers Association Website
- Social Media
- City Website

We received seven applications, including one from out of state. Five applicants were invited to interview with the following panel members:

- Mayor Pro Tem Baldwin
- Council Member Gardner
- City Clerk
- City Manager

The panel narrowed the candidates to two finalists. The two finalists were invited to meet and talk with the DPW Superintendent, City Clerk, and Deputy City Clerk and tour City Hall. They also sat down with me for some additional questions.

Based on panel feedback, staff feedback, and my evaluation of the candidates, I have extended a conditional offer of employment to Nicole Bredeweg. Mrs. Bredeweg has accepted. Mrs. Bredeweg has a Bachelor of Science degree in accounting and brings over 31 years of accounting experience to the City. Her accounting work spans non-profits, private business, and most recently, the public sector in Holland Township. She has a very positive mindset and was found to be the best fit for the position. Attached is a copy of her cover letter and resume.

In accordance with the following section of the City Charter, I am requesting Council's approval of my appointment of Mrs. Bredeweg to the City Treasurer/Finance Officer position:

> SECTION 6.3 FUNCTIONS AND DUTIES.
>
> (a) The city manager shall be responsible to the council for the proper administration of the affairs of the city and to that end shall make all appointments and removals of those appointed, except he shall receive the approval of a majority of the council for the appointment of the clerk, treasurer and assessor. He shall set employees' compensation in accordance with budget appropriations, and supervise and coordinate the work of the administrative officers and departments of the city except the work of the city clerk in keeping the council records and as the clerical official of the council.

BUDGET ACTION REQUIRED:

The City Treasurer/Finance Officer is a budgeted position for this fiscal year. No budget action needed at this time.

LEGAL REVIEW:

The offer is conditional upon satisfactory completion of a background check. The City Attorney will be conducting the background check.

SAMPLE MOTION:

Motion to approve the City Manager's appointment of, Nicole Bredeweg, to the City Treasurer/Finance Officer position, conditioned upon satisfactory completion of the background check.

Nicole Bredeweg
8707 146th Ave.
West Olive, MI 49460

June 16, 2024

Ryan Cummins
City of Saugatuck
Saugatuck City Hall
102 Butler St.
PO Box 86
Saugatuck, MI 49453

Mr. Cummins:

Thank you for reaching out to me. Yes, I would like to apply for the City Treasurer / Finance Officer position as posted on your website last Friday.

I have thirty-one years of accounting experience, the last two in Township government, twenty-one years in a non-profit construction company, eight years in other industries. As an Accountant II at Holland Charter Township, I have been the primary payroll person under supervision of the HR Director, overseeing the payroll process, maintaining the payroll records, and performing the monthly, quarterly, and annual filings, onboarding employees, etc. I also process various billings for submittal to the Account Clerk for payment. In addition to this, I have developed the standard operation procedures for most of the facets of my job.

I am proficient in BS&A Software, Word, Excel, and QuickBooks. I have a natural aptitude for computers and software. I learn programs quickly and learn to run these programs efficiently.

This experience, along with my leadership skills and my Bachelors of Science degree in Accounting from Ferris State University makes me an ideal candidate for your organization. Please leave a message for me at (616) 994-0639 for an interview. I look forward to hearing from you.

Sincerely,
Nicole Bredeweg
Nicole Bredeweg

Nicole Bredeweg

8707 146th Ave.
West Olive, MI 49460
Phone: (616) 994-0639
E-mail: nbredeweg@yahoo.com

Work Experience

05/2022 – present — Holland Charter Township, Holland, MI

Accountant II

- Process a complex payroll on a bi-weekly basis.
- Maintain employee records in regards to processing payroll. Specifically, changes that affect the payroll process, including tax changes, insurance, direct deposit, health savings account deposits, 457 deductions, pension adjustments, etc.
- Process, submit, and/or pay tax withholdings, UIA, 941's, 5080's, etc.
- Process and produce W2's and the federal and state annual filings.
- Maintain, process, or review other miscellaneous payroll records, including tracking PTO records, annual open enrollment for insurances, pay-in-lieu amounts, filing workers comp claims and postings annual statistics, performing background checks, unemployment claims, ACA tracking, and MLA tracking
- Perform the onboarding tasks associated with new employees, including the W4's and I9, the initial review of the fringe benefits, handing out the various explanatory documents, receiving back the signed documents, starting the insurances, and setting up the new employee record in BS&A
- Maintain the FOIA process, including disbursing requests to the appropriate employees for completion, managing the answer timeline and documentation, and tracking the process from start to finish.
- Assist with the election process, including sending absentee ballot applications, pushing ballots, receiving both back, and registering voters. Also includes preparing reimbursement requests to school districts and state.
- Code and submit various accounts payable billings, including the insurances, cell phone bill, copier maintenance, etc.

08/2018 – 05/2022 — Spice and Tea Merchants, Saugatuck, MI

Accountant

- In the first six months, rebuilt all the following areas, including creating processes and procedures, auditing past data and correcting, self-teaching on the job, improving data collection methods
- Manage daily sales input and reconciliation for multiple stores
- Accounts payable duties
- Process payroll for stores and warehouse across multiple states
- Process sales tax for four states and one specialized township
- Reconciliations, month end reporting, key performance indicator data, a variety of reporting for weekly reports, reviewing and maintaining intra-company transactions
- Build processes and procedures to streamline the workload
- Maintain a properties company (collect rents, pay bills, manage loans)
- Maintain a franchise company for multiple franchises (invoice royalties, rent, and loan payments, process rebates, prep and administer annual audit, and other standard duties)
- Maintain the warehouse accounting.
- Maintain the ice cream shop accounting and payroll.

01/2007 – 07/2018 Tri-Cities Habitat for Humanity, Grand Haven, MI

Accounting Manager / Volunteer Coordinator

- Improved processes to optimize the use of the accounting software.
- All accounting duties – non-profit construction, retail, mortgage
- Maintain a $1.5 million mortgage portfolio
- Administer payroll and benefits for up to ten employees (health, short and long-term disability, life insurance, flexible spending accounts)
- Develop the retail accounting system ($200K in sales per annum)
- All month-end reporting, general journal work, fixed assets, etc.
- Prep and administer annual audit
- Coordinate volunteers to the site, maintaining paperwork, monitoring safety class completion
- Variety of committee work, attending and participating
- Provide training in various programs, most often in Quickbooks or the Microsoft Office Suite
- Selected, launched, and maintained "Keystone" for the organization – a multi-functional database designed especially for local affiliates

2014 – 2019 West Olive Christian Reformed Church, West Olive, MI

Treasurer

- Pay bills, record deposits
- Prepare and maintain an annual budget of $100,000.00
- Year-end reporting, tax prep, etc.

2016 – present BruggerHouse Builders, Grand Haven, MI

Bookkeeper

- Pay bills, record deposits
- Payroll and benefits administration for five employees (health savings account)
- Run the annual workers comp audit

1998 - 2014 Lakeshore Habitat for Humanity, Holland, MI

Accounting Manager

- Create and maintain an automated accounting system
- Designed and implemented processes and systems for all accounting areas.
- Enter and maintain the data for payables, payroll, mortgages, job costing, etc.
- Train and supervise volunteers for various accounting tasks and payables
- Month-end reporting and various duties
- Various bi-weekly, monthly, quarterly, annual payroll tax duties and reporting
- Prepare and administer the annual audit; provide detailed information to the auditors
- Implement controls as needed
- Selected and launched "Keystone" for the organization – a multi-functional database designed especially for local affiliates

COMPUTER EXPERIENCE

- Highly proficient with:
  - Microsoft Excel (usage of vlookups and subtotal functions)
  - Microsoft Word
  - Keystone (Access-based database)
  - QuickBooks
  - QuickBooks Online
  - Quicken

- Informally trained fellow employees and volunteers in the above programs, as well as other people
- Proven ability to learn programs with ease and efficiency

Education

Ferris State University, Big Rapids, MI

B.A. in Accountancy

- GPA of 3.89, highest honor student every term
- President of InterVarsity Christian Fellowship
- Member of Omicron Delta Kappa
- Elected to Who's Who Among College Students of America by my professors
- Finished a four year degree in three years

City Council Agenda Item Report

FROM: Ryan Cummins, City Manager

MEETING DATE: July 15, 2024

SUBJECT: Staff Wage Scale and Paid Holiday Adjustments

DESCRIPTION:

The City's wage scale for staff was last studied and updated in April 2020. At the time, the following wage scale was recommended by a Michigan Municipal League (MML) wage consultant:

Grade	Title	Saugatuck				RECOMMENDED PAY RANGES		
		Minimum	Midpoint	Maximum	Current	Minimum	Midpoint	Maximum
1	Equipment Operator / Maintenance Worker - 1	38,513	45,310	52,106	39,719	$37,391.30 $17.98	$43,000.00 $20.67	$48,608.70 $23.37
	Equipment Operator / Maintenance Worker - 2				39,719			
	Equipment Operator / Maintenance Worker - 3				39,719			
	Equipment Operator / Maintenance Worker - 4				45,292			
2	Beach Manager (seasonal)	n/a	n/a	n/a	55,210	$40,869.57 $19.65	$47,000.00 $22.60	$53,130.43 $25.54
3	Zoning / Planning / HDC Administrator	43,418	51,080	58,742	60,187	$45,217.39 $21.74	$52,000.00 $25.00	$58,782.61 $28.26
	City Clerk	42,853	50,415	57,977	55,104			
4	Treasurer / Finance Officer	60,753	71,475	82,196	69,726	$55,652.17 $26.76	$64,000.00 $30.77	$72,347.83 $34.78
	Public Works Superintendent	55,960	65,836	75,711	58,356			

Wage Study

Staff recently engaged the firm, Rahmberg, Stover, & Associates (RS&A) to evaluate current wages and benefits and make a recommendation on updating the City's salary structure. RS&A evaluated recent wage data from the MML database. This involved comparable communities near the City of Saugatuck as well as comparable communities in other parts of the state. Based on the comparable

data, review of job descriptions, and interviews with staff about their job duties, the following salary structure is being reocmmended:

Grade	Position	Proposed Salary Steps									
		1	2	3	4	5	6	7	8	9	10
8	DPW Director	$77,664	$79,993	$82,393	$84,865	$87,411	$90,033	$92,734	$95,516	$98,382	$101,333
7	Treasurer/Finance Officer	$70,603	$72,721	$74,903	$77,150	$79,465	$81,848	$84,304	$86,833	$89,438	$92,121
6	Planning/Zoning	$64,185	$66,110	$68,094	$70,136	$72,240	$74,408	$76,640	$78,939	$81,307	$83,747
5	Clerk	$58,350	$60,100	$61,903	$63,760	$65,673	$67,643	$69,673	$71,763	$73,916	$76,133
4	Oval Beach Manager	$53,045	$54,637	$56,276	$57,964	$59,703	$61,494	$63,339	$65,239	$67,196	$69,212
3	DPW Lead	$48,223	$49,670	$51,160	$52,695	$54,275	$55,904	$57,581	$59,308	$61,087	$62,920
2	Deputy Clerk/Administrative Assistant	$43,839	$45,154	$46,509	$47,904	$49,341	$50,821	$52,346	$53,916	$55,534	$57,200
1	DPW Worker	$39,854	$41,049	$42,281	$43,549	$44,856	$46,201	$47,587	$49,015	$50,485	$52,000

Step Progression and Cost of Living Adjustments

If staff are meeting performance expectations, they will receive a step increase in July of each year. If there is exceptional performance, the City Manager has the discretion to approve additional step increases. In January of each year, the entire wage scale will be adjusted for inflation and staff will receive this cost-of-living adjustment to their salary as well.

Benefits

RS&A had no recommended changes to the City's benefits package. However, in reviewing paid holidays, the City has 10 and the MML benefits survey showed the average was 11.7 days. The City of the Village of Douglas offers 12 days. Saugatuck Township and Allegan County offer 13 days. I am recommending that the following paid holidays be added for all employees:

- Martin Luther King Jr. Day – Third Monday of January
- Indigenous Peoples Day – Second Monday in October
- Veterans Day – November 11

BUDGET ACTION REQUIRED:

None at this time. Wage increases were budgeted for this fiscal year.

LEGAL REVIEW:

N/A at this time.

SAMPLE MOTION:

Motion to approve the updated step and wage scales for City staff, authorize cost of living adjustments to the scale each January based on inflation, and add the following paid holidays:

- Martin Luther King Jr. Day – Third Monday of January

- Indigenous Peoples Day – Second Monday in October
- Veterans Day – November 11

Jamie Wolters

From: Jonathan Scheel <jonathans@charlevoixmi.gov>
Sent: Wednesday, July 10, 2024 1:49 PM
To: Jamie Wolters
Cc: Holly Anderson
Subject: City of Charlevoix Short Term Rentals

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon Ms. Wolters,

I , as Director of Planning and Zoning of the City of Charlevoix, have been communicating with Ms. Anderson on the subject of the effect of Short Term Rentals (STRs) in our city. The city has had a STR Ordinance since 2017. I believe we were at the front of regulating STRs in the state. The City Council had 8 or nine open meetings discussing the original ordinance. One of the most contentious issues was the number of STR units that would be allowed in our residential zone districts. The final number was, and still is 80 single family homes. 4% - of our single family homes. Recently, (about 4 months ago) the Council revisited the STR Ordinance because of some enforcement issues I was having. They made some minor changes relating to time renting. They showed zero interest in changing the maximum number of units allowed. It was not discussed, it was not brought up by the public. or me as their administrator. Having seen something from a citizen in your meeting agenda, representing that my Council was contemplating 120 units (or any other number) is completely false. The Council seems happy with the number of 80 and it would surprise me if the STR ordinance is revisited any time soon.

Respectfully,

Jonathan Scheel

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