



CITY COUNCIL MEETING AGENDA

May 29, 2024 – 7:00 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.**
 - A.** Regular Meeting Minutes- April 22, 2024
 - B.** ROW Signage Request – Garden Club Event
 - C.** Culver Street Parking Lot Operation Agreement
 - D.** Spear Street Launch Ramp Management Agreement
 - E.** Griffith Street End Boat Slip Management Agreement
 - Change Order #5 for 2023 Street Improvements
 - Revocable License Agreement for Seating in Right of Way – El Burrito Feliz
 - H.** Revocable License Agreement for Seating in Right of Way – New Holland Brewing Company
- 10. Staff Reports, Boards, Commissions & Committees:**
 - A. Staff Reports: Pg. 6**
 - 1.** City Manager
 - 2.** Treasurer
 - 3.** Planning and Zoning
 - 4.** Department of Public Works
 - 5.** Police
 - 6.** 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.56*

- A. Accounts Payable in the amount of \$137,647.94.

13. Introduction of Ordinances: None

14. Unfinished Business: None

15. New Business:

- A. Resolution No. 240529-A- To Establish a Request for Funding, Designate an Agent, Attest to the Existence of Funds and Commit to Implementing a Maintenance Program for Roadway Improvements on Maple Street Funded by the Transportation Economic Development Fund Category B Program *Pg.58*
- B. Resolution No. 240529-B- Prohibiting Heavy Truck Traffic on Maple Street *Pg.88*
- C. Resolution No. 240529-C- Authorizing No Parking Signage for Improved Emergency Vehicle Access *Pg.91*
- D. Revocable License Agreement - 649 Pleasant Regarding Parking in the Right of Way *Pg.97*
- E. Agreement to Indemnify and Provide Insurance Coverage for July 5 Fireworks Display *Pg.102*

16. Public Comments *(Limit 3 minutes)*

17. Correspondence: *Pg.108*

- A. Carlton T Ashbourne
- B. Mark LaChey

18. Council Comments

19. Adjourn *(Voice Vote)*



CITY COUNCIL MEETING MINUTES - *Proposed*
May 13, 2024

The City Council met for Regular Council Meeting at 7:00 p.m.
City Hall
102 Butler St., Saugatuck, MI 49453.

Call to Order:

The meeting was called to order by Mayor Pro-Tem Baldwin at 7:00 p.m.

Pledge of Allegiance.

Attendance:

Present: Mayor Stanton (entered meeting at 7:08 p.m.), Mayor Pro-Tem Baldwin and Councilmembers Anderson, Gardner, Muncey and White.

Absent: None.

Others Present: Interim City Manager & Director of Planning/Zoning & Project Management Cummins, Department of Public Works Superintendent Herbert, Attorney Jake Witte, Engineer Jon Moxey and Deputy Clerk/DPW Admin Williams.

Mayor's Comments: None.

City Manager Comments:

Interim City Manager Ryan Cummins thanked everyone that participated in the community build for the Village Square playground. The community build finished a few hours ahead of schedule and work continues for Sinclair recreation to tighten things up and install the additional pieces. He thanked all the volunteers.

Agenda Changes: None.

Guest Speakers: None.

Public Comment on Agenda Item Only:

Dan Fox, resident: Item 15C, suggested Blue Star Trail route change for consideration.

Richard Donovan, non-resident: Item 15C, Thanked the Council for their support of the Blue Star Trail. The route preference is the plan presented before the Council tonight.

Consent Agenda:

- A. Regular Meeting Minutes- April 22, 2024
- B. Special Event – Free Fitness Series
- C. Special Event – Community Pride Car Parade
- D. Right of Way Signage Banner Request – Jump into Summer
- E. Social District Application – The Butler Pantry
- F. P240513-P1 – Pride Month Proclamation
- G. City Hall Concrete and Storm Work
- H. Change Order #4 for 2023 Street Improvements
- I. Revocable License for Seating in the right of way – Charlies Round the Corner Ice Cream
- J. Set Fiscal Year 2024/2025 Budget Public Hearing for June 10 at 7pm
- K. P240513-P2 - National Public Works Week Proclamation

Motion by Muncey, second by Anderson to approve the consent agenda for May 13, 2024. Via roll call vote, motion carried unanimously.

Staff Reports:

Interim City Manager/Director of Planning & Zoning, Treasurer, DPW Superintendent, Police and Engineer submitted status reports of current activities since the last Council meeting on April 22nd, 2024, for their respective departments.

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

- 84 calls in April is a record high, up 16%.
- Average response time for calls coming from south of the Blue Star closure has increased by one minute.
- Response times east of Old Allegan/Blue Star have increased seven minutes and 47 seconds.
- Next fire board meeting is May 20th at 4:00 p.m.
- The ambulance committee along with Chief Janik will be touring the Life EMS campus in Grand Rapids.
- June 17th at 5:00 p.m. will be the fire board budget presentation.

Interurban Board, Councilmember Muncey:

- After Memorial Day the hours will be until 11:00 p.m. on Friday and Saturdays.
- Excited to have Becky Carten-Crandell as the new director.
- Anticipating the expansion designs for the building project.

KLSWA, Barry Johnson: None.

Kalamazoo Lake Harbor Authority, Councilmember White: None.

Zoning Board of Appeals, Ryan Cummins:

- No meeting this month.

Historic District Commission, Councilmember Gardner:

- They had a special meeting regarding the City's application for Village Square Playground. Motion passed 5-1.
- Nico Leo stepped down from the board due to relocating to Saugatuck Township.

Planning Commission, Chair Councilmember Anderson:

- The next meeting is this coming Thursday evening.
- They will discuss short-term rental data.

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

- Next meeting is at the end of the month.

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

- Item 15C under new business will be discussed later in the meeting regarding what the committee is currently discussing.

Request for Payment: None.

Approval of Accounts Payable:

- A. Accounts Payable in the amount of 171,269.49.

Motion by Gardner, second by Baldwin to approve the accounts payable in the amount of \$171,269.49 as presented. Via roll call vote, motion carried unanimously.

Introduction of Ordinances: None.

Unfinished Business: None.

New Business:

Resolution 240513-A DWSRF Project Plan – Saugatuck Water Systems Improvements:

Public Comment Opened at 7:52 p.m.

Diana Decker, 128 Elizabeth:

“Many years ago, I would always get my water bill quarterly, and then it started coming monthly. And when I called, they said that's higher now every month or the infrastructure, though, was that anything Kalamazoo Lake and sir was taken in any money previously for infrastructure for those lines. I have a building in the city of Douglas, when I received my water bill, one month, it was like I was using 8000 gallons of water. And I'm like, No, I don't think so. And so, I hired Macatawa Plumbing, and then an engineer, and they're saying no, Diana, you don't have a leak anywhere. Your bathrooms do not leak anything. Next bill I received from Kalamazoo Lake and sewer was saying I was using 10,000 gallons of water that month. So, then the engineers came out. Everybody met, because I'm like, where's my line? It was under the City of Saugatuck Visitors Bureau. And when they opened out, the dial was spinning. And there was lead. So, I paid, you know, I hired engineers and so on. So, I paid personally \$8,000 to have the new lines. Yep. And so, the city of Douglas has already started, you know, some of those special assessments on those streets. So yeah, so it's very serious. If something fails.”

Public Comment Closed at 7:54 p.m.

Motion by Gardner, second by Muncey to approve Resolution 240513-A, to adopt a final project planning document for water system improvements and designate an authorized project representative. Via roll call vote, motion carried unanimously.

Airport Property Proposal from Outdoor Discovery Center:

Motion by Anderson, second by Muncey to approve the proposal from the Outdoor Discovery Center for the Airport Property contingent upon receiving \$130,000 from donors, and to authorize the Interim City Manager to apply for any necessary Saugatuck Township zoning approvals on behalf of the City, and further authorize the Mayor and City Clerk to sign zoning application forms on behalf of the City as the owner. Via roll call vote, motion carried 6-1. Yes – Anderson, Baldwin, Dean, Muncy, Stanton, White. No- Gardner.

Intersection Improvements at Lake/Blue Star for Multi-Modal Trail:

Motion by Dean, second by White to approve the Lake/Blue Star intersection improvement plans including pallet sign movement and landscaping consistent with the designs, installation of a traffic signal consistent with the renderings, the use of up to \$5,000 in contingency funds in the C2AE general services agreement to apply for grants to fund the traffic signal installation, and to authorize the Interim City Manager to apply on behalf of the City to the Historic District Commission for the improvements and further authorize the Mayor and City Clerk to sign the application form on behalf of the City as the owner. Via roll call vote, motion carried unanimously.

Proposal to Provide Architectural & Engineering Design, Bidding & Construction-Administration Services for the Mt. Baldhead Restroom Building Replacement:

Motion by Gardner, second by Muncey to approve the Fleis & VandenBrink proposal to Proposal to Provide Architectural & Engineering Design, Bidding & Construction Administration Services for the Mt. Baldhead Restroom Building Replacement in the amount of \$26,800. Via roll call vote, motion carried unanimously.

Proposal to Provide Engineering Design and Bidding Services for Mt. Baldhead Observation Platform Replacement:

Motion by Dean, second by Gardner to approve the Fleis & VandenBrink proposal to provide Engineering Design and Bidding Services for Mt. Baldhead Observation Platform Replacement in the amount of \$24,600. Via roll call vote, motion carried unanimously.

Hardscaping in Right of Way Request – 860 Simonson:

Motion by Gardner, second by Baldwin to deny the request from the owners of 860 Simonson to allow the stonewall to remain in the Simonson right away. Via roll call vote, motion carried unanimously.

Oval Beach Passes – CVB:

Motion by Dean, second by Baldwin to approve the Convention & Visitors Bureau request for five complimentary Oval Beach passes. No vote.

Amended Motion:

Motion by Dean, seconded by Baldwin to approve five press passes for Oval Beach. Via voice vote, motion carried unanimously.

Special Event- 4th of July Fireworks:

Motion by Gardner, second by Dean to approve the Fourth of July Fireworks special event application. No vote.

Amended Motion:

Motion by Gardner, second by Dean to approve the fireworks on July 5 Special Event contingent Upon the fireworks vendor and CVB listing the City as additional insured and an agreement finalizing the Insurance arrangement being drafted and approved by City Council. Via roll call vote, motion carried 5-1. Yes- Dean, Gardner, Muncey, Stanton, White. No- Anderson, Baldwin.

City Council Regular Meeting Date Change:

Motion by Muncey approve changing the City Council Regular Meeting date from May 27th, 2024 to May 29, 2024 that following Wednesday. Via roll call vote, motion carried unanimously.

Public Comment:

Joe Leonatti, resident: suggested a cost analysis on the airport property worth before making decisions on the land.

Glenna DeYoung, non-resident: Thanked Council on the ODC vote and wise decision. Thanked who's Idea it was to start the PPW committee because a lot of projects would have never come up without them. There were a lot of time spent with the airport property donor. Donor donated \$130K to City of Saugatuck and \$150K to Saugatuck Township and there is \$20K more they want to donate.

Lisa Mize, non-resident: Thanked Council for the vote on 4th of July fireworks and the CVB Oval Beach passes.

Correspondence:

- A. Dan Fox
- B. Gary Medler
- C. Board Vacancy Notice

Council Comments:

- Councilmember White:
 - In one month, it will be six months since Anderson and himself joined Council.
 - In one month, it will be six months since the strategic planning session. He would like to see Council reference the strategic planning document to compare what they are doing against what they decided to do and to hold them accountable to make sure their priorities are being reflected in their work.
 - The bathrooms in City Hall do not need to be gendered since only one person can use them at a time so he would like to see a small change.
- Councilmember Muncey:
 - Congratulated Erica June Bakery at 449 Water Street who just opened her new bakery.
 - Looking forward to the new business Saugataco.
 - There is a restaurant coming in town called The Singapore room that will have Asian food later this summer.
 - The 12th annual Saugatuck Douglas Community Armed Forces Day luncheon will be this Saturday at 11:30 a.m.

- Councilmember Dean
 - Thanked Muncey for mentioning the luncheon.
 - The American Legion will be selling poppies by the pharmacy and post office, so please support them.
 - Wished Max Dean a Happy Birthday!
- Mayor Pro-Tem Baldwin:
 - Her heart is full of gratitude for the airport property approval.
 - She is grateful for the volunteers for getting the playground together.
- Councilmember Gardner: None.
- Councilmember Anderson:
 - Addressed Mr. Leonatti's public comment that she has an evaluation of the airport property and she's more than happy to email him it.
 - Tallmadge Woods was designated a community forest by the Old Growth Forest Network.

Adjournment:

Motion by Dean, second by Muncey to adjourn the meeting. Upon voice vote, motion carried unanimously. Mayor Stanton adjourned at 9:13 p.m.

Respectfully Submitted

Jamie Wolters, City Clerk



City Council Agenda Item Report

FROM: Jamie Wolters

MEETING DATE: May 29 2024

SUBJECT: Right of Way Signage Request

DESCRIPTION:

The Saugatuck Douglas Garden Club has applied for a right of way signage to be displayed on the Saugatuck Pallete sign from July 13th - July 20th.

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

1. The sign does not create a traffic vision obstruction;
2. The sign does not create a pedestrian traffic obstruction;
3. The sign is compatible with the surroundings and is not uniquely out of character for the community;
4. The sign does not create a situation which could be detrimental to health safety, or welfare; and,
5. The banner shall be displayed for no more than three 14-day periods between January 1 and December 31 of any year.

BUDGET ACTION REQUIRED:

N/A

COMMITTEE/COMMISSION REVIEW:

N/A

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Move to approve/deny the right of way sign application from the Saugatuck Douglas Garden Club.



Right of Way Sign Application

APPLICANTS INFORMATION

APPLICATION NUMBER _____

Name Saugatuck Douglas Garden Club Address / PO Box c/o Marcia Weston 2246 Lake
City Fennville State MI Zip 49408 Phone 248-770-4507
E-Mail marciaweston@comcast.net
Signature _____ Date 04/04/2024

SIGN DESCRIPTION (ATTACH MORE SHEETS IF NECESSARY)

Type: Number of Yard Signs 2 Number of Banners 1
Dates to be displayed July 13, 2024 thru July 20, 2024
Further Comments: _____
One 3' x 8' banner on pallet sign; Two 18" x 24" yard signs with metal stakes

Date of event: 07/20/2024

Signs will not create obstructions of any kind; they are very compatible with surroundings

PLEASE INCLUDE THE FOLLOWING INFORMATION

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

Y N NA

- | | | | |
|--------------------------|--------------------------|--------------------------|---|
| ☐ | ☐ | ☐ | Dimensions and type of each proposed sign |
| ☐ | ☐ | ☐ | Map showing the location of each sign |
| ☐ | ☐ | ☐ | Explanation of how each sign will be attached and secured |

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

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



City Council Agenda Item Report

FROM: Ryan Cummins, Interim City Manager

MEETING DATE: May 29, 2024

SUBJECT: Culver Street Parking Lot Operation Agreement

DESCRIPTION:

The agreement with Saugatuck Public Schools to operate the Culver Street lot is due for renewal.

Highlights of the agreement include:

- **Term:** The agreement covers Memorial Day weekend through Labor Day (May 24 – September 2, 2024) with potential extensions for specific events.
- **School District Responsibilities:**
 - Operate and manage the parking lot during designated times.
 - Issue parking passes, collect fees (up to \$10 per vehicle), and manage traffic within the lot.
 - Deposit all collected fees daily into a designated City account.
 - Provide liability insurance naming the City as additional insured.
- **Hours of Service:**
 - Regular hours: Friday (5PM-9PM), Saturday (9AM-9PM), Sunday (10AM-5PM).
 - Extended hours for City-sponsored events (Memorial Day, 4th of July, Venetian Festival, Labor Day) with specific dates and times outlined in the agreement.
 - Bonus days for Saugatuck Center for the Arts events.
- **City Responsibilities:**
 - Provide parking permit stickers.
- **Compensation:** School District receives 50% of the collected fees and City retains 50%.
 - The City Treasurer advised the following gross revenue was received the last three seasons:
 - 21 \$49,102
 - 22 \$56,634
 - 23 \$66,055

LEGAL REVIEW:

The City Attorney reviewed the agreement.

SAMPLE MOTION:

Motion to approve the 2024 Culver Street Parking Lot Operation Agreement.

CULVER STREET PARKING LOT OPERATION AGREEMENT

The CITY OF SAUGATUCK, a Michigan home rule city (the "City") and the SAUGATUCK SCHOOL DISTRICT, a Michigan Public School District (the "School District") agree as follows:

1. School District shall operate and manage the City-owned parking lot adjacent to the Saugatuck Center for the Arts located on Culver Street (the "Culver Street Parking Lot") from Memorial Day 2024 through Labor Day 2024 (hereinafter, the "Term"), as well as such other dates approved in advance by the City Council, subject to the terms and conditions of this Agreement.
2. School District shall be responsible to issue a parking pass, collect a parking fee (not to exceed \$10 per vehicle) for each vehicle seeking to park in the Culver Street Parking Lot, manage traffic within the Culver Street Parking Lot and provide labor to perform these functions. School District shall provide such services for the year 2024, between Memorial Day and Labor Day, at the following times (the "Regular Hours of Service"):

Friday	5PM-9PM
Saturday	9AM-9PM
Sunday	10AM-5PM

The Regular Hours of Service shall be modified or extended as noted below to cover the following specific City- sponsored activities:

Memorial Day Activities	
• May 24	5PM-10PM
• May 25	9AM-10PM
• May 26	10AM-5PM
• May 27	10AM-5PM
4th of July Activities	
• July 4	9AM-10PM
• July 5	4PM-10PM
• July 6	9AM-10PM
• July 7	10AM-5PM
Venetian Festival Activities	
• July 26	4PM-10PM
• July 27	9AM-10PM
• July 28	10AM-5PM
Labor Day Activities	
• August 30	5PM-9PM
• August 31	9AM-9PM
• September 1	10AM-10PM
• September 2	10AM-5PM

Subject to the School District being able to cover additional dates, the Regular Hours of Service shall also be extended as noted below to cover the following bonus days for Saugatuck Center for the Arts events:

June 25, 26 & 27	5PM-8PM
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Commented [JW1]: This is too ambiguous as written. We should include both specific dates and times (e.g., May 27 for Memorial day, July 4 and 5 for the 4th of July, etc.). The times "Collect up to 10PM" are also too ambiguous. For instance, July 4 is a Thursday (typically not covered), and July 5 is a Friday (typically covered only from 5pm-9pm). For both dates, this should note "9AM-10PM." If the intent is to provide coverage until 10PM for the whole July 4 weekend, the dates July 6 and 7 should also be included.

Commented [JW2]: We should also have times for these bonus days. These are all week days, so my assumption is that they will be from 9AM-9PM.

July 2, 3, 9, 10 & 11
August 13, 14, 15, 20, 21, 22, 27, 28, & 29

5PM-8PM
5PM-8PM

In the event of a conflict between the Regular Hours of Service and the times noted above for the City-sponsored activities, the times identified for the City-sponsored activities shall control.

The parties may mutually agree to modify the foregoing times of service. School District agrees that no fees shall be charged to residents of the City Saugatuck who display an Oval Beach season pass/sticker marked with "P" at the time of their use of the Culver Street Parking Lot. School District shall deposit 100 percent (100%) of all fees collected into a designated City account on a daily basis.

3. School District shall at all times be an independent contractor to the City pursuant to this Agreement and shall furnish any labor, equipment, materials, and signage required for its operation of the Culver Street Parking Lot. The City will, however, provide the parking ticket/stickers referenced above.
4. School District agrees that the City shall have the right, in its sole discretion, to terminate this Agreement at any time and without notice. Upon the expiration of the Term or such earlier date as provided for in this Agreement, School District shall immediately return to the City all unsold parking tickets/stickers. Within fourteen (14) days of such date, the City shall disburse to School District any compensation due to the School District up to the date of termination and School District shall have no further claim against the City. The City reserves the right to conduct a review of School District's operation of the Culver Street Parking Lot to ensure that there is no discrepancy between the number of parking passes/tickets issued (and also those that are returned to the City) and the fees collected and deposited into the City's account, and to ensure that users of the Culver Street Parking Lot have been properly charged for such use. In the event of any discrepancy, the City may offset the amount of such discrepancy against the amount to be disbursed to School District.
5. School District shall receive as compensation for its provision of services hereunder fifty percent (50%) of the fees collected from the operation of the Culver Street Parking Lot as authorized herein. City shall remit such payment(s) to School District in a manner, and at such times, reasonably agreed to by the parties.
6. School District will hold the City (including for purposes of this paragraph, its officers and employees) harmless from, indemnify it for and defend it (with legal counsel reasonably acceptable to the City) against any liability for damages, injury or other casualty and costs or expenses, including reasonable attorneys' fees, caused by or arising from any act or use or negligence by or of the School District or any of its agents, servants, visitors, volunteers, licensees or employees occurring during the term of this Agreement. Nothing in this agreement shall be construed as a waiver on behalf of the City of any governmental immunity, or any defense it would be entitled to under state or federal law.
7. School District shall maintain general liability insurance in amounts reasonably satisfactory to the City, unless School District supplements lower amounts with umbrella liability coverage, protecting School District and the City against any liability to third persons arising out of the performance of or failure to perform this Agreement. All policies shall name the City, including its officers and employees, as an additional insured. School District shall provide the City with copies of policies and/or certificates of insurance showing that such coverage is in place within 30 days of the execution of this Agreement.

Commented [JW3]: Does either party provide signage?
If so, we should note that here.

8. This Agreement shall not be assigned, in part or in whole, without the prior written consent of the City in the City's sole and absolute discretion.
9. This Agreement is written pursuant to the laws of the State of Michigan and was made in Allegan County, Michigan. This is the entire agreement between the parties regarding its subject matter. There are no contemporaneous agreements. It may not be modified or amended except in writing, signed by both parties. More than one copy of this Agreement may be signed, but all constitute but one agreement.

Executed this ____ day of _____, 2024.

CITY OF SAUGATUCK

Date _____ By _____
Lauren Stanton
Its Mayor

Date _____ By _____
Jamie Wolters
Its City Clerk

OPERATOR

Date _____ By _____

Date _____ And By _____



City Council Agenda Item Report

FROM: Ryan Cummins, Interim City Manager

MEETING DATE: May 29, 2024

SUBJECT: Spear Street Launch Ramp Management Agreement

DESCRIPTION:

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

Highlights of the agreement include:

- **Term:** March 1, 2024 through November 30, 2024.
- **Operator Responsibilities:**
 - Oversee the launch ramp use according to established hours.
 - Collect fees set by the City and remit them monthly.
 - Maintain user records and report those who don't pay fees.
 - Provide restroom access during their business hours.
 - Report misuse of the ramp to the City.
 - Maintain liability insurance naming the City as additional insured.
- **Operator Compensation:** 50% of the collected fees. City retains remainder.
 - The City Treasurer advised the following gross revenue was received the last three seasons. He also noted revenues are way down from historical amounts:
 - 21 \$1,291
 - 22 \$1,726
 - 23 \$1,339
- **City Responsibilities:**
 - Print launch passes for the Operator.
 - Maintain general liability and property insurance for the ramp.

LEGAL REVIEW:

The City Attorney reviewed the agreement.

SAMPLE MOTION:

Motion to approve the 2024 Spear Street Launch Ramp Management Agreement.

LAUNCH RAMP MANAGEMENT AGREEMENT

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

RECITALS

1. The City owns a boat launch ramp located at the intersection of Spear Street and Water Street (“**Ramp**”) and used by the general public.
2. The City previously requested proposals from qualified persons to operate and manage the Ramp, and the Operator submitted a bid in response to the City’s request.
3. The City is willing to accept the Operator’s bid provided the Operator enters into this Agreement.
4. The Operator is willing to enter into this Agreement and operate and manage the Ramp according to the terms of this Agreement.

AGREEMENT

The Parties agree as follows:

1. Term. The term of this Agreement shall extend from March 1, 2024 through November 30, 2024, unless sooner terminated as provided in this Agreement. The Operator will provide services under this Agreement from March 1 through November 30 during each calendar year of the term.
2. Operator Obligations. The Operator shall, at its sole cost and expense, manage and operate the Ramp. The Operator’s obligations shall include:
 - 2.1. Overseeing the use of the Ramp, it being understood by the Operator that the Ramp has historically been used by the public from March through November and during both daylight and non-daylight hours; provided, however, that the minimum hours of supervision by the Operator required under this Agreement shall be from 8:00 a.m. to 5:00 p.m. for the months of March, April, May, September, October and November and from 8:00 a.m. to 9:00 p.m. for the months of June, July and August unless otherwise agreed to in writing by the City Manager;
 - 2.2. Collecting (including personally and via secured collection boxes) fees from users of the Ramp according to the schedule of fees adopted by the City (“**User Fees**”), and remitting such fees to the City on not less than a monthly basis;

- 2.3. Maintaining accurate records of all persons using the Ramp during the hours specified in Section 2.1 and all fees assessed and collected. The Operator will also use best efforts to prepare a list of those persons who use the Ramp during the hours of operation described in Section 2.1 but fail to pay User Fees. This provision will not require the Operator to conduct any investigation to determine the identity of users who fail to pay user fees, but the Operator will maintain records containing identifying information concerning such users, such as vehicle license plate numbers and/or watercraft MC numbers;
- 2.4. Providing access for those persons using the Ramp to the bathroom facilities located on the Operator's property adjacent to the Ramp during the hours the Operator's facilities are open to the public; and
- 2.5. Overseeing the use of the Ramp and adjacent street end in a good faith effort to control, and promptly reporting to the City any instance of, misuse or improper use of the Ramp, such as:
(1) the operation of boats causing damage to the Ramp or areas adjacent to it; (2) the mooring of boats at the Ramp; and (3) the conduct of commercial activities at the Ramp.

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

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

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

5. Relationship of the Parties. The Operator shall act as an independent contractor. Nothing herein shall be deemed to grant to the Operator any legal or equitable interest in the Ramp.
6. Termination. Either party may terminate this Agreement at any time upon material breach of this Agreement by the other party. Further, either party may terminate this Agreement without cause upon 10 days prior written notice; provided, however, that the Operator shall not terminate this Agreement without cause from March through November. Upon termination, the Operator shall remit to the City the User Fees collected through the date of termination, and provide the City with all supporting documentation, and upon such remittance, the City shall pay the Operator as provided in Section 4.
7. Indemnity. Each party ("**Indemnifying Party**") agrees to hold the other party, including such other party's officers and employees (collectively, "**Indemnified Party**"), harmless from, indemnify the Indemnified Party for, and defend the Indemnified Party (with legal counsel reasonably acceptable to Indemnified Party) against any liability for damages, injury or other casualty and any costs and expenses, including reasonable attorneys' fees, caused or arising from: (1) any act or omission by Indemnifying Party or its agents or employees with respect to Indemnifying Party's obligations under this Agreement; and (2) a breach by Indemnifying Party of any of its obligations under this Agreement. Nothing in this Agreement shall be construed as a waiver on behalf of the City of any governmental immunity, or any defense it would be entitled to under state or federal law.
8. Insurance. The City shall maintain general liability insurance with respect to the Ramp, as well as property insurance with respect to any damage or destruction of the Ramp. The Operator shall be responsible for maintaining general liability insurance with respect to the performance of its obligations hereunder and with respect to the services it will provide pursuant to this Agreement. Additionally, the Operator shall maintain automobile insurance in such amounts as the City may reasonably request. All insurance Operator is required to maintain hereunder shall name the City as an additional insured, and Operator shall provide the City with proof of such insurance before charging User Fees for the use of the Ramp.
9. No Assignment. This Agreement shall not be assigned, in part or in whole, without the prior written consent of the City in the City's sole and absolute discretion.
10. Third-Party Beneficiary. No person shall be deemed to be a third-party beneficiary of this Agreement.
11. Miscellaneous. This Agreement is written pursuant to the laws of the State of Michigan and was made in Allegan County, Michigan. This is the entire agreement between the Parties regarding its subject matter. There are no contemporaneous agreements. It may not be modified or amended except in writing, signed by both Parties. More than one copy of this Agreement may be signed, but all constitute but one agreement.

Executed this ____ day of _____, 2024.

CITY OF SAUGATUCK

Date _____

By _____

Lauren
Stanton
Its Mayor

Date _____

And by _____

Jamie Wolters
Its City Clerk

OPERATOR

Date _____

By _____

Date _____

And by _____

391565.04



City Council Agenda Item Report

FROM: Ryan Cummins, Interim City Manager

MEETING DATE: May 29, 2024

SUBJECT: Griffith Street End Boat Slip Management Agreement

DESCRIPTION:

The agreement with Sergeant Marina to manage the Griffith Street end transient slips is due for renewal.

Highlights of the agreement include:

- **Term:** March 1, 2024 through October 31, 2024.
- **Operator Responsibilities:**
 - Oversee boat slip rentals, including scheduling, waiting lists, and collecting fees.
 - Provide basic amenities (water, electricity) and access to marina facilities (restrooms, showers, parking).
 - Maintain an on-site dockmaster.
 - Set rental fees (at least as high as other similar marinas on the lake) and collect them upfront.
 - Comply with all laws and permits related to the boat slips.
- **Operator Compensation:** Keeps 60% of the rental fees, remits 40% to the City by November 1st with supporting documentation.
 - The City Treasurer advised the following net revenue was received the last three seasons:
 - 21 \$10,267
 - 22 \$ 9,904
 - 23 \$ 9,931
- **City Responsibilities:**
 - Maintain general liability and property insurance for the boat slips.

LEGAL REVIEW:

The City Attorney reviewed the agreement.

SAMPLE MOTION:

Motion to approve the 2024 Griffith Street End Boat Slip Management Agreement

2024 BOAT SLIP MANAGEMENT AGREEMENT

The CITY OF SAUGATUCK, a Michigan home rule city with offices located at 102 Butler Street, Saugatuck, Michigan 49453 (“**City**”) and Sergeant Marina, a Michigan Corporation located at 31 Butler Street, Saugatuck, Michigan 49453 (“**Operator**,” collectively, the “**Parties**”), enter into this 2024 Boat Slip Management Agreement (“**Agreement**”).

RECITALS

1. The City owns four (4) boat slips on Kalamazoo Lake (“**City Slips**”), as depicted in the attached Exhibit “A.”
2. The City desires to make available to the general public the City Slips for transient dockage.
3. Operator owns and operates a marina adjacent to the City Slips (“**Operator Property**”).
4. Operator is willing to oversee the rental of the City Slips and to provide certain services in connection with such rentals as more fully set forth in this Agreement.

AGREEMENT

The Parties agree as follows:

1. Term. The term of this Agreement shall extend from March 1, 2024 through October 31, 2024, unless sooner terminated as provided in this Agreement.
2. Operator Obligations. Operator shall, at its sole cost and expense, oversee the rental of the City Slips and provide ancillary services to customers renting those slips. Operator’s obligations shall include:
 - 2.1. Scheduling the rental of the City Slips for transient dockage by the general public (including but not limited to slip assignment, maintenance of a waiting list, and other activities incidental to the rental of boat slips including the completion of any rental agreements utilized by Operator);
 - 2.2. Providing potable water and electrical service to each of the City Slips;
 - 2.3. Providing access for persons renting the City Slips to the bathroom and shower facilities located on the Operator Property;
 - 2.4. Providing parking for persons renting the City Slips to the vehicle parking areas located on the Operator Property;

- 2.5. Providing an on-site dock master for the City Slips; and
- 2.6. Assessing and collecting fees for rental and use of the City Slips (“**Rental Fees**”), with the Rental Fees to be determined by Operator but in no event less than those fees of other marinas located on Kalamazoo Lake that offer similar transient dockage. Operator agrees that it shall require customers to prepay all Rental Fees, which payments shall be evidenced by receipts or such other documents as the City may reasonably request.

The Parties agree that Operator’s obligations shall not include maintenance, repair or replacement of the City Slips except to the extent such maintenance, repair or replacement is necessitated by the acts of Operator or any person acting at the direction or request of Operator. Operator agrees to promptly notify the City of any damage to, or condition of, the City Slips which may need repair or replacement. The City may perform any such repair or replacement of the City Slips in its sole discretion and shall have no liability to Operator for failing to perform such repair or replacement. The Operator shall perform its obligations in compliance with all federal, state and local laws, as well as any permits issued with respect to the City Slips.

3. Operator Compensation. In consideration of its obligations, Operator shall be entitled to retain 60% of all of the Rental Fees assessed, and shall remit to the City 40% of the Rental Fees assessed. Payment of the City’s portion shall be accompanied by all documents the City may reasonably request to verify the calculation of Rental Fees and the City’s portion thereof, including without limitation all rental agreements and receipts. The amount to be paid to the City, and all supporting documentation, shall be delivered to the City on or before November 1, 2024. Any Rental Fees due to the City that are not paid by November 1, 2024, shall bear interest at the rate of five percent (5%) per annum until paid by Operator. In addition, should the City be required to take any action to recover unpaid Rental Fees, Operator shall be required to reimburse the City for all its costs of collection, including attorney fees and court costs. Additionally, the City may request at any time during the term of this Agreement that Operator provide to the City reports and other documents evidencing the rental activities with respect to the City Slips, including the amount of Rental Fees assessed and collected to date.
4. Taxes/Expenses. Operator shall pay all taxes attributable to the rental of City Slips and Operator’s provision of services hereunder. Operator shall provide and pay for all operational supplies, as well as all utilities and water service for the City Slips.
5. Relationship of the Parties. Operator shall act as an independent contractor and shall furnish the labor and all equipment and materials required in connection with the performance of its obligations under this Agreement. Nothing herein shall be deemed to grant to Operator any legal or equitable interest in the City Slips.
6. Termination. The City shall have the right to cancel this Agreement with 30 days’ prior written notice to Operator if Operator substantially or materially breaches this Agreement or Operator endangers the public health or safety with regard to the City Slips. Upon the termination by

the City of this Agreement, Operator shall remit to the City 40% of all Rental Fees assessed through the date of such termination, and provide the City with all supporting documentation, within five days following such termination.

7. Indemnity. Operator agrees to hold the City (including for purposes of this paragraph, its officers and employees) harmless from, indemnify it for and defend it (with legal counsel reasonably acceptable to the City) against any liability for damages, injury or other casualty and costs or expenses, including reasonable attorneys' fees, caused or arising from any act or omission by Operator or any of its agents, servants, visitors, licensees or employees with respect to the City Slips. Nothing in this Agreement shall be construed as a waiver on behalf of the City of any governmental immunity, or any defense it would be entitled to under state or federal law.
8. Insurance. The City shall maintain general liability insurance with respect to the City Slips, as well as property insurance with respect to any damage or destruction of the City Slips. Operator shall be responsible for maintaining general liability insurance with respect to the performance of its obligations hereunder and with respect to the services it will provide pursuant to this Agreement. Additionally, Operator shall maintain automobile insurance in such amounts as the City may reasonably request. All insurance Operator is required to maintain hereunder shall name the City as an additional insured, and Operator shall provide the City with proof of such insurance before renting any City Slips.
9. No Assignment. This Agreement shall not be assigned, in part or in whole, without the prior written consent of the City in the City's sole and absolute discretion.
10. Third-Party Beneficiary. No person shall be deemed to be a third-party beneficiary of this Agreement.
11. Miscellaneous. This Agreement is written pursuant to the laws of the State of Michigan and was made in Allegan County, Michigan. This is the entire agreement between the Parties regarding its subject matter. There are no contemporaneous agreements. It may not be modified or amended except in writing, signed by both Parties. More than one copy of this Agreement may be signed, but all constitute but one agreement.

Executed this _____ day of _____, 2024.

[Signature page to follow]

CITY OF SAUGATUCK

By _____
Lauren Stanton
Its Mayor

And by _____
Jamie Wolters
Its City Clerk

OPERATOR

By _____

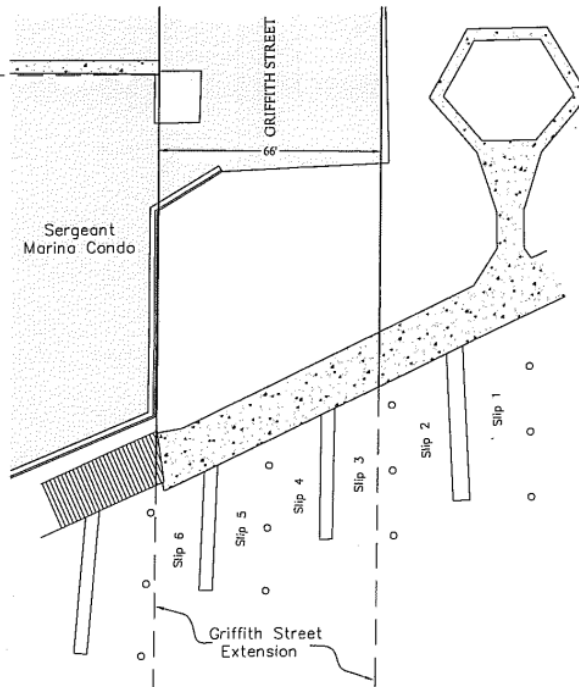
Its _____

Exhibit "A"

Date 4/18/08	Drawn eds	Job Number 1010801
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P.O. Box 410
Allendale, MI 49401

Phone (616) 895-7190
Fax (616) 895-7191



Scale 1" = 30'

Concrete

D = Description dimension
M = Measured dimension
P = Platted dimension

● = Set iron stake
○ = Found iron stake

Prepared For:
City of Saugatuck
102 Butler Street
Saugatuck, MI 49453



By:

Todd D. Bronson
Licensed Professional Surveyor No. 45494





City Council Agenda Item Report

FROM: Ryan Cummins, Interim City Manager

MEETING DATE: May 29, 2024

SUBJECT: Change Order #5 for 2023 Street Improvements

DESCRIPTION:

Krohn Excavating has submitted a change order request to its 2023 Street Improvements contract. The changes relate to:

- Adjustments to the originally estimated quantities on the Bridge Street resurfacing work to those that were used during construction and adds reimbursement for irrigation repairs.

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

- Both are good added value and we are well within the budget presented to the Township.
 - As a reminder, the Township agreed to pay for 30% of a total project cost of \$100,000.
- This should be the final change order.
- After we crushed the old asphalt and got a look at what little base was underneath, we thickened up the pavement a little. That is \$9,529.38.
- We had originally planned on topsoil for the shoulders, but there are only a couple of maintained lawns along Bridge Street. We kept the topsoil/grass at lawn areas and had Krohn place asphalt millings in the other areas. That helps to keep the shoulders from becoming overgrown again and adds some useable width for fire trucks and others (the road gets pretty narrow near the south end). The net add is \$3,200.

A breakdown of the changes is attached.

BUDGET ACTION:

Budget amendment will be needed. The Treasurer is working on adding this to a larger list of budget amendments for end of fiscal year.

LEGAL REVIEW:

N/A at this time.

SAMPLE MOTION:

Motion to approve change order #5 for 2023 street improvements in the not to exceed amount of \$14,276.38.

CHANGE ORDER NO.: 5 - Final

Owner: City of Saugatuck
Engineer: Fleis & VandenBrink
Contractor: Krohn Excavating
Project: 2023 Street Improvements
Contract Name: N/A
Date Issued: 5/15/2024
Owner's Project No.: N/A
Engineer's Project No.: 859770
Contractor's Project No.: N/A
Effective Date of Change Order: 5/15/2024

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

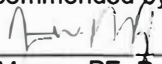
Description:

Adjustment for final quantities on Bridge Street resurfacing project.
Addition of irrigation repair reimbursement on West, East, Takken & Taylor Streets.

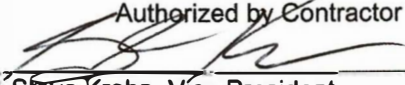
Attachments: N/A

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 475,198.00	Original Contract Times: Substantial Completion: 10/20/2023 Ready for final payment: 11/10/2023
Increase (Decrease) from previously approved Change Orders No. 1 to No. 4: \$ 151,446.96	Increase (Decrease) from previously approved Change Orders No. 1 to No. 4: Substantial Completion: 55 days Ready for final payment: 196 days
Contract Price prior to this Change Order: \$ 626,644.96	Contract Times prior to this Change Order: Substantial Completion: 12/14/2023 Ready for final payment: 5/24/2024
Increase (Decrease) this Change Order: \$ 14,276.38	Increase (Decrease) this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Contract Price incorporating this Change Order: \$ 640,921.34	Contract Times with all approved Change Orders: Substantial Completion: 12/14/2023 Ready for final payment: 5/24/2024

Recommended by Engineer (if required)

By: 
Title: Jon Moxey, PE, Project Manager
Date: May 15, 2024

Authorized by Contractor


Steve Krohn, Vice President
May 15, 2024

Authorized by Owner

By: _____
Title: _____
Date: _____

Approved by Funding Agency (if applicable)

N/A

City of Saugatuck
2023 Street Improvements
Change Order Breakdown

Project No.: 859770
By: JWM
Date: 5/15/2024

Item No.	Item Description	Unit	Original Contract			Change Order No. 1		Change Order No. 2		Change Order No. 3		Change Order No. 4		Change Order No. 5		Current Contract	
			Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
1	General Conditions, Bonds & Insurances, Max 5%	LSUM	1.00	\$ 23,000.00	\$ 23,000.00		\$ -		\$ -		\$ -		\$ -		\$ -	1.00	\$ 23,000.00
2	Preconstruction Video Survey	LSUM	1.00	\$ 2,000.00	\$ 2,000.00		\$ -		\$ -		\$ -		\$ -		\$ -	1.00	\$ 2,000.00
3	Exploratory Digging	Hr	10.00	\$ 260.00	\$ 2,600.00	80.00	\$ 20,800.00		\$ -		\$ -		\$ -		\$ -	90.00	\$ 23,400.00
4	Pavt, Rem	Syd	146.00	\$ 36.00	\$ 5,256.00	21.41	\$ 770.76		\$ -		\$ -		\$ -		\$ -	167.41	\$ 6,026.76
5	Sidewalk, Rem	Syd	2.00	\$ 250.00	\$ 500.00		\$ -		\$ -		\$ -		\$ -		\$ -	2.00	\$ 500.00
6	Brick Paver, Rem and Salv	Sft	30.00	\$ 10.00	\$ 300.00	(2.87)	\$ (28.70)		\$ -		\$ -		\$ -		\$ -	27.13	\$ 271.30
7	Roadway Grading	Sta	2.60	\$ 3,200.00	\$ 8,320.00	(0.13)	\$ (416.00)		\$ -		\$ -		\$ -		\$ -	2.47	\$ 7,904.00
8	Subgrade Undercutting, Type II	Cyd	500.00	\$ 32.00	\$ 16,000.00	780.75	\$ 24,984.00		\$ -		\$ -		\$ -		\$ -	1,280.75	\$ 40,984.00
9	Aggregate, 6A	Ton	6.00	\$ 150.00	\$ 900.00	84.00	\$ 12,600.00		\$ -		\$ -		\$ -		\$ -	90.00	\$ 13,500.00
10	Erosion Control, Inlet Protection, Fabric Drop	Ea	30.00	\$ 80.00	\$ 2,400.00	(2.00)	\$ (160.00)		\$ -		\$ -		\$ -		\$ -	28.00	\$ 2,240.00
11	Erosion Control, Silt Fence	Ft	500.00	\$ 4.00	\$ 2,000.00	(500.00)	\$ (2,000.00)		\$ -		\$ -		\$ -		\$ -	0.00	\$ -
12	Subbase, CIP	Cyd	580.00	\$ 23.00	\$ 13,340.00	(33.00)	\$ (759.00)		\$ -		\$ -		\$ -		\$ -	547.00	\$ 12,581.00
13	Aggregate Base	Ton	500.00	\$ 26.00	\$ 13,000.00	(480.42)	\$ (12,490.92)		\$ -		\$ -		\$ -		\$ -	19.58	\$ 509.08
14	Aggregate Base, 8 inch	Syd	1,380.00	\$ 11.50	\$ 15,870.00	283.00	\$ 3,254.50		\$ -		\$ -		\$ -		\$ -	1,663.00	\$ 19,124.50
15	HMA Base Crushing and Shaping	Syd	4,810.00	\$ 5.00	\$ 24,050.00	(142.35)	\$ (711.75)		\$ -		\$ -		\$ -		\$ -	4,667.65	\$ 23,338.25
16	Aggregate Surface Cse	Ton	15.00	\$ 50.00	\$ 750.00	(15.00)	\$ (750.00)		\$ -		\$ -		\$ -		\$ -	0.00	\$ -
17	Maintenance Gravel	Ton	20.00	\$ 30.00	\$ 600.00	(20.00)	\$ (600.00)		\$ -		\$ -		\$ -		\$ -	0.00	\$ -
18	Geotextile, Separator	Syd	700.00	\$ 3.00	\$ 2,100.00	(260.00)	\$ (780.00)		\$ -		\$ -		\$ -		\$ -	440.00	\$ 1,320.00
19	Geogrid	Syd	570.00	\$ 3.00	\$ 1,710.00	(23.00)	\$ (69.00)		\$ -		\$ -		\$ -		\$ -	547.00	\$ 1,641.00
20	Storm Sewer, 6 inch	Ft	149.00	\$ 33.00	\$ 4,917.00	37.00	\$ 1,221.00		\$ -		\$ -		\$ -		\$ -	186.00	\$ 6,138.00
21	Storm Sewer, 8 inch	Ft	1,266.00	\$ 40.00	\$ 50,640.00	18.00	\$ 720.00		\$ -		\$ -		\$ -		\$ -	1,284.00	\$ 51,360.00
22	Storm Wye, 6 inch x 6 inch	Ea	1.00	\$ 150.00	\$ 150.00	1.00	\$ 150.00		\$ -		\$ -		\$ -		\$ -	2.00	\$ 300.00
23	Storm Wye, 8 inch x 6 inch	Ea	6.00	\$ 200.00	\$ 1,200.00	1.00	\$ 200.00		\$ -		\$ -		\$ -		\$ -	7.00	\$ 1,400.00
24	Sewer Tap, 4 inch	Ea	3.00	\$ 150.00	\$ 450.00	3.00	\$ 450.00		\$ -		\$ -		\$ -		\$ -	6.00	\$ 900.00
25	Sewer Tap, 6 inch	Ea	2.00	\$ 200.00	\$ 400.00	(1.00)	\$ (200.00)		\$ -		\$ -		\$ -		\$ -	1.00	\$ 200.00
26	Sewer Tap, 8 inch	Ea	1.00	\$ 250.00	\$ 250.00	(1.00)	\$ (250.00)		\$ -		\$ -		\$ -		\$ -	0.00	\$ -
27	Sewer Tap, 12 inch	Ea	4.00	\$ 400.00	\$ 1,600.00	(1.00)	\$ (400.00)		\$ -		\$ -		\$ -		\$ -	3.00	\$ 1,200.00
28	Trench Undercutting and Backfill	Cyd	50.00	\$ 35.00	\$ 1,750.00	(12.43)	\$ (435.05)		\$ -		\$ -		\$ -		\$ -	37.57	\$ 1,314.95
29	Dr Structure Cover, Adj, Case 1	Ea	13.00	\$ 450.00	\$ 5,850.00	(7.00)	\$ (3,150.00)		\$ -		\$ -		\$ -		\$ -	6.00	\$ 2,700.00
30	Valve Box, Adj, Case 1	Ea	5.00	\$ 350.00	\$ 1,750.00	(4.00)	\$ (1,400.00)		\$ -		\$ -		\$ -		\$ -	1.00	\$ 350.00
31	Valve Box, Adj, Case 2	Ea	1.00	\$ 250.00	\$ 250.00	(1.00)	\$ (250.00)		\$ -		\$ -		\$ -		\$ -	0.00	\$ -
32	Dr Structure Cover, Type C	Ea	20.00	\$ 900.00	\$ 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
34	Leach Basin, 48 inch Dia	Ea	20.00	\$ 4,500.00	\$ 90,000.00		\$ -		\$ -		\$ -		\$ -		\$ -	20.00	\$ 90,000.00
35	Yard Basin, 18 inch	Ea	2.00	\$ 1,800.00	\$ 3,600.00		\$ -		\$ -		\$ -		\$ -		\$ -	2.00	\$ 3,600.00
36	Dr Structure, Tap, 6 inch	Ea	2.00	\$ 250.00	\$ 500.00	(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
38	Cold Milling HMA Surface	Syd	560.00	\$ 9.00	\$ 5,040.00	(12.78)	\$ (115.02)		\$ -		\$ -		\$ -		\$ -	547.22	\$ 4,924.98
39	HMA Surface, Rem	Syd	105.00	\$ 40.00	\$ 4,200.00	(18.29)	\$ (731.60)		\$ -		\$ -		\$ -		\$ -	86.71	\$ 3,468.40
40	HMA, 4EL or 13A	Ton	1,180.00	\$ 96.00	\$ 113,280.00	(29.92)	\$ (2,872.32)		\$ -		\$ -		\$ -		\$ -	1,150.08	\$ 110,407.68
41	HMA Approach	Ton	8.00	\$ 110.00	\$ 880.00	0.71	\$ 78.10		\$ -		\$ -		\$ -		\$ -	8.71	\$ 958.10
42	HMA Valley Gutter	Ft	3,224.00	\$ 3.00	\$ 9,672.00	482.00	\$ 1,446.00		\$ -		\$ -		\$ -		\$ -	3,706.00	\$ 11,118.00
43	HMA Spillway	Ea	4.00	\$ 300.00	\$ 1,200.00	1.00	\$ 300.00		\$ -		\$ -		\$ -		\$ -	5.00	\$ 1,500.00
44	Driveway, Nonreinf Conc, 6 inch	Syd	146.00	\$ 63.00	\$ 9,198.00	21.41	\$ 1,348.83		\$ -		\$ -		\$ -		\$ -	167.41	\$ 10,546.83
45	Sidewalk, Conc, 4 inch	Sft	18.00	\$ 20.00	\$ 360.00	6.00	\$ 120.00		\$ -		\$ -		\$ -		\$ -	24.00	\$ 480.00
46	Brick Paver, Reinstall	Sft	30.00	\$ 25.00	\$ 750.00	(2.87)	\$ (71.75)		\$ -		\$ -		\$ -		\$ -	27.13	\$ 678.25
47	Post, Mailbox	Ea	26.00	\$ 120.00	\$ 3,120.00	(16.00)	\$ (1,920.00)		\$ -		\$ -		\$ -		\$ -	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
49	Barricade, Type III, High Intensity, Lighted, Double Sided, Oper	Ea	16.00	\$ 5.00	\$ 80.00		\$ -		\$ -		\$ -		\$ -		\$ -	16.00	\$ 80.00
50	Plastic Drum, Fluorescent, Furn	Ea	100.00	\$ 20.00	\$ 2,000.00		\$ -		\$ -		\$ -		\$ -		\$ -	100.00	\$ 2,000.00
51	Plastic Drum, Fluorescent, Oper	Ea	100.00	\$ 1.00	\$ 100.00		\$ -		\$ -		\$ -		\$ -		\$ -	100.00	\$ 100.00
52	Sign, Type B, Temp, Prismatic, Furn	Sft	300.00	\$ 2.00	\$ 600.00	(2.00)	\$ (4.00)		\$ -		\$ -		\$ -		\$ -	298.00	\$ 596.00
53	Sign, Type B, Temp, Prismatic, Oper	Sft	300.00	\$ 1.00	\$ 300.00	(2.00)	\$ (2.00)		\$ -		\$ -		\$ -		\$ -	298.00	\$ 298.00
54	Sign, Type B, Temp, Prismatic, Spec, Furn	Sft	50.00	\$ 8.00	\$ 400.00	(50.00)	\$ (400.00)		\$ -		\$ -		\$ -		\$ -	0.00	\$ -
55	Sign, Type B, Temp, Prismatic, Spec, Oper	Sft	50.00	\$ 1.00	\$ 50.00	(50.00)	\$ (50.00)		\$ -		\$ -		\$ -		\$ -	0.00	\$ -
56	Riprap, Plain	Syd	21.00	\$ 80.00	\$ 1,680.00		\$ -		\$ -		\$ -		\$ -		\$ -	21.00	\$ 1,680.00
57	Turf Restoration	Syd	2,350.00	\$ 1.50	\$ 3,525.00	(762.75)	\$ (1,144.13)		\$ -		\$ -	1,066.67	\$ 1,600.00		\$ -	2,653.92	\$ 3,980.88
58	Mulch Blanket	Syd	100.00	\$ 8.00	\$ 800.00	400.00	\$ 3,200.00		\$ -		\$ -		\$ -		\$ -	500.00	\$ 4,000.00
E1	Leach Basin Insulation	Ea	0.00	\$ 200.00	\$ -		\$ -		\$ -		\$ -	5.00	\$ 1,000.00		\$ -	5.00	\$ 1,000.00
E2	N. Park Street - Mobilization & Traffic Control	LSUM	0.00	\$ 3,600.00	\$ -		\$ -	1.00	\$ 3,600.00		\$ -		\$ -		\$ -	1.00	\$ 3,600.00
E3	N. Park Street - Catch Basin	Ea	0.00	\$ 1,650.00	\$ -		\$ -	1.00	\$ 1,650.00		\$ -		\$ -		\$ -	1.00	\$ 1,650.00
E4	N. Park Street - Storm Sewer, 12 inch	Ft	0.00	\$ 175.00	\$ -		\$ -	40.00	\$ 7,000.00		\$ -	12.50	\$ 2,187.50		\$ -	52.50	\$ 9,187.50
E5	N. Park Street - Slope Repairs	Syd	0.00	\$ 20.00	\$ -		\$ -	200.00	\$ 4,000.00		\$ -		\$ -		\$ -	200.00	\$ 4,000.00
E6	N. Park Street - Landscaping	Syd	0.00	\$ 45.00	\$ -		\$ -	200.00	\$ 9,000.00		\$ -	25.00	\$ 1,125.00		\$ -	225.00	\$ 10,125.00
E7	N. Park Street - Turf Restoration	Syd	0.00	\$ 25.00	\$ -		\$ -	125.00	\$ 3,125.00		\$ -	35.00	\$ 875.00		\$ -	160.00	\$ 4,000.00
E8	N. Park Street - Gravel Surfacing	Syd	0.00	\$ 25.00	\$ -		\$ -	25.00	\$ 625.00		\$ -	15.00	\$ 375.00		\$ -	40.00	\$ 1,000.00

City of Saugatuck
2023 Street Improvements
Change Order Breakdown

Project No.: 859770
By: JWM
Date: 5/15/2024



Item No.	Item Description	Unit	Original Contract			Change Order No. 1		Change Order No. 2		Change Order No. 3		Change Order No. 4		Change Order No. 5		Current Contract	
			Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
E9	N. Park Street - Riprap	Syd	0.00	\$ 120.00	\$ -		\$ -	15.00	\$ 1,800.00		\$ -		\$ -		\$ -	15.00	\$ 1,800.00
E10	N. Park Street - HMA Valley Gutter	Ft	0.00	\$ 62.50	\$ -		\$ -	80.00	\$ 5,000.00		\$ -	27.00	\$ 1,687.50		\$ -	107.00	\$ 6,687.50
E11	S. Bridge Street - Remobilization, Addl Bonding & Insurance	LSUM	0.00	\$ 6,965.00	\$ -		\$ -		\$ -	1.00	\$ 6,965.00		\$ -		\$ -	1.00	\$ 6,965.00
E11	S. Bridge Street - HMA Crushing & Shaping	Syd	0.00	\$ 5.00	\$ -		\$ -		\$ -	1,800.00	\$ 9,000.00		\$ -	(20.00)	\$ (100.00)	1,780.00	\$ 8,900.00
E12	S. Bridge Street - HMA Paving	Ton	0.00	\$ 126.00	\$ -		\$ -		\$ -	340.00	\$ 42,840.00		\$ -	75.63	\$ 9,529.38	415.63	\$ 52,369.38
E13	S. Bridge Street - HMA Valley Gutter	Ft	0.00	\$ 4.00	\$ -		\$ -		\$ -	365.00	\$ 1,460.00		\$ -	(30.00)	\$ (120.00)	335.00	\$ 1,340.00
E14	S. Bridge Street - Turf Restoration	Syd	0.00	\$ 11.00	\$ -		\$ -		\$ -	500.00	\$ 5,500.00		\$ -	(400.00)	\$ (4,400.00)	100.00	\$ 1,100.00
E15	S. Bridge Street - Riprap	Syd	0.00	\$ 90.00	\$ -		\$ -		\$ -	20.00	\$ 1,800.00		\$ -		\$ -	20.00	\$ 1,800.00
E16	S. Bridge Street - Shoulder Millings	Syd	0.00	\$ 19.00	\$ -		\$ -		\$ -		\$ -		\$ -	400.00	\$ 7,600.00	400.00	\$ 7,600.00
E17	Irrigation Repairs	Dlr	0.00	\$ 1.00	\$ -		\$ -		\$ -		\$ -		\$ -	1,767.00	\$ 1,767.00	1,767.00	\$ 1,767.00
					\$ 475,198.00			\$ 39,231.96		\$ 35,800.00		\$ 67,565.00		\$ 8,850.00		\$ 14,276.38	\$ 640,921.34



City Council Agenda Item Report

FROM: Ryan Cummins – Interim City Manager

MEETING DATE: 5/29/2024

SUBJECT: Revocable License Agreement for Seating in Right of Way – 322 Culver Street – El Burrito Feliz

DESCRIPTION:

El Burrito Feliz, Inc. #2, has submitted a request to place nine tables with four chairs, two tables with two chairs, barriers, lighting and planters within and on the public sidewalk and street adjoining the property, to be utilized in conjunction with the restaurant. The seating will be on the south side of the building along Culver Street.

Attached is a Revocable License Agreement that would allow for El Burrito Feliz to have temporary restaurant seating in the public right-of-way 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 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 the Revocable License Agreement for temporary restaurant seating in the public right-of-way for El Burrito Feliz, Inc. #2.

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 El Burrito Feliz, Inc. #2 (hereinafter "Licensee").

Recitals

- A. Licensee has leasehold interest in real property located at 322 Culver Street, Unit 2, in the City of Saugatuck, further described as PP No. 03-57-300-195-00. A restaurant is operated on the property.
- B. Licensee desires to place nine tables with four chairs, two tables with two chairs, barriers, lighting and planters within and on 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 189, Douglas, MI 49406), Licensee shall forthwith remove the tables, chairs, lighting, planters, and barriers 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: _____

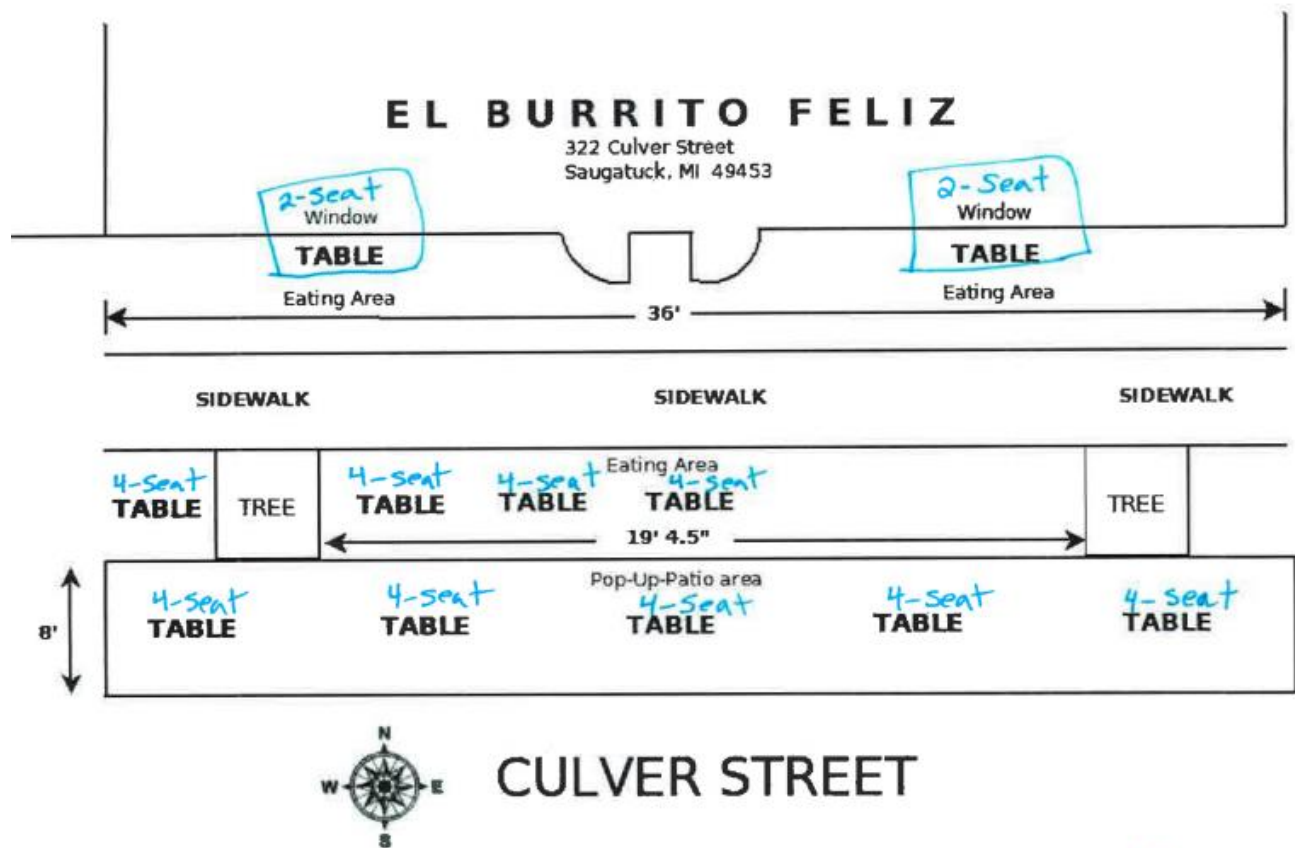
Its: _____

_____, a _____

By: _____

Its: _____

EXHIBIT A





City Council Agenda Item Report

FROM: Ryan Cummins – Interim City Manager

MEETING DATE: 5/29/2024

SUBJECT: Revocable License Agreement for Seating in Right of Way – 201 Culver Street – New Holland Brewing Company

DESCRIPTION:

New Holland Brewing Company LLC has submitted a request to place two tables with six chairs, barriers, sanitation station, lighting and planters within and on 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 Culver Street.

Attached is a Revocable License Agreement that would allow for New Holland Brewing to have temporary restaurant seating in the public right-of-way 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 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 the Revocable License Agreement for temporary restaurant seating in the public right-of-way for New Holland Brewing Company 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 New Holland Brewing Company LLC (hereinafter "Licensee").

Recitals

- A. Licensee has leasehold interest in real property located at 201 Culver, in the City of Saugatuck, further described as PP No. 03-57-170-003-00. A restaurant is operated on the property.
- B. Licensee desires to place two tables with six chairs, barriers, sanitation station, lighting and planters within and on 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 (684 Commerce Ct, Holland, MI 49424), Licensee shall forthwith remove the tables, chairs, lighting, planters, and barriers 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: _____

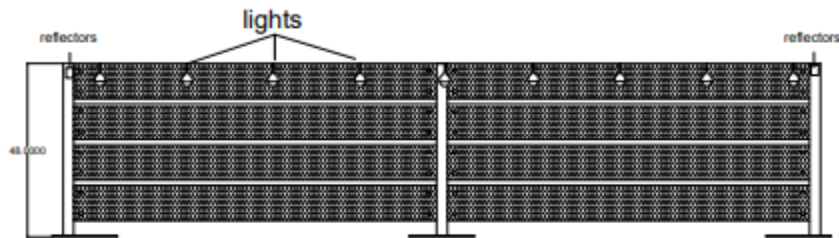
_____, a _____

By: _____

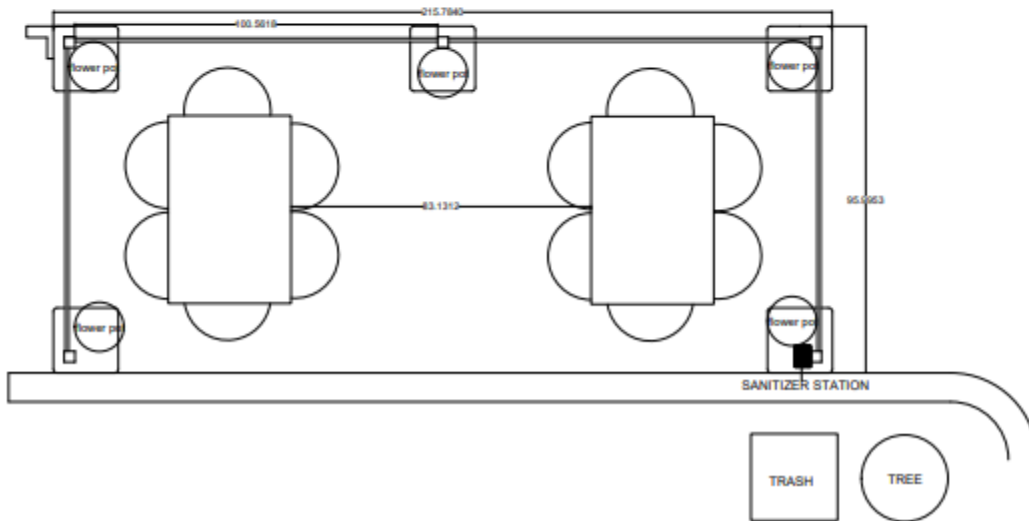
Its: _____

EXHIBIT A

STREET VIEW



TOP VIEW





City Manager, Planning, Zoning and Project Report

May 29, 2024

Mobi-Chair

- The Disability Network Lakeshore (DNL) recently delivered a Mobi-Chair for the beach!
- DNL raised donations and was kind enough to choose Oval Beach as one of the floating wheelchair recipients. A huge thank you to DNL!
- More details about the chairs can be found here: [Floating beach Wheelchair Mobi-Chair® by DMS Inc. \(mobi-mat-chair-beach-access-dms.com\)](https://floating-beach-wheelchair-mobi-chair-by-dms-inc.-mobi-mat-chair-beach-access-dms.com)



New CVB Website

- The Convention and Visitors Bureau has launched a new website. It looks great!
- Check it out here: <https://saugatuck.com/>

Roundabout Construction

- Construction of the new roundabout at Blue Star/Old Allegan is ongoing. The City and Township continue to be responsive to concerns.
- Recent complaints involve semi-trucks utilizing Maple instead of the I-196 detour route.
- Prohibiting heavy trucks was evaluated and it is recommended to prohibit trucks with a gross vehicle weight exceeding five (5) tons on any axle. A resolution is listed as an agenda item if you wish to take action.

Dredging

- The Army Corps of Engineers advised King Company is nearly done with the Muskegon dredging project.
- They hope to start dredging in Saugatuck at the end of next week (May 30 or May 31).

Village Square Playground

- Sinclair Recreation and DPW have continued making good progress on the new playground. Mulch will be installed soon.
- The current estimate is that we are still a couple weeks away from it being ready for use.

Blue Star Trail

- C2AE continues their design work and is working through the necessary MDOT approvals.
- Plans for the pallet sign and traffic signal at the Lake/Blue Star intersection were reviewed by Council at the May 8 workshop and approved on May 13.
- The Historic District Commission will be reviewing the plans at their June 6 meeting.
- A stakeholders meeting is scheduled for May 29.
- C2AE provided the following updates:

THE WORK ACCOMPLISHED IN THE DEFINED PERIOD CONSISTED OF:

- Developed structural models for boardwalk crossings, retaining walls, and trail improvements at bridge
- Continued developing trail plans to include updated design selections from city and township
- Received feedback from MDOT Section 106 outlining information to be included in revised submittal
- Continued plan development for GI submittal to LAP

THE ANTICIPATED WORK ELEMENTS IN THE NEXT PERIOD:

- Finalize plans for GI (80%) submittal package for June submittal to MDOT
- Coordinate with Stantec to finalize outstanding items required for MDOT Section 106 resubmittal
- Revise opinion of probable construction cost based on final design selections from the city and township

- Provide stakeholders with a detailed breakdown of engineering budget status and remaining design scope
- Schedule funding coordination meeting with MNRTF and MDOT grant administrators

REALIZED OR ANTICIPATED CONCERNS:

- Delay in reaching milestone target dates may impact the anticipated MDOT bid letting date but should not impact the 2025 construction schedule
- C2AE has utilized 100% of the T/M preliminary design budget, slightly behind schedule. C2AE to provide stakeholders with updated details of the remaining engineering budget and project scope. Design labor will not be billed toward construction engineering phase until stakeholders have been updated on project budget plan

AT&T Cellular

- State Historic Preservation Office (SHPO) approvals remain pending. AT&T submitted alternate analysis documentation to SHPO to review.
- I met with AT&T and went over the response letters sent by SHPO and consulting party Tribes. I assisted AT&T with answering questions for a response.
- AT&T's decision on the City's agreement request remains pending resolution of SHPO approval.

AT&T Wi-Fi

- Last July, City Council reviewed a survey proposal from AT&T to conduct analysis of area infrastructure and Wi-Fi viability.
- Lisa Mize (CVB) and I recently met with AT&T representatives to continue the discussion and evaluate next steps.
- AT&T will be providing an updated survey proposal and further details to answer the questions the Council raised last year.

Updated Water/Sewer Agreements

- KLSWA has prepared a draft water operations agreement. A copy was provided to the area managers and Baker Tilly and is under review.
- Each manager also attended a KLSWA special meeting where their board provided feedback on the first draft. KLSWA will be updating the draft based on the board feedback.

Airport Property and Old Landfill

- At the May 13 meeting, Council approved the Outdoor Discovery Center Airport Property proposal contingent upon receiving donated funds. I reached out to the donors, and they were very excited to hear of the approval.
- Once donations are received, I will work with the Outdoor Discovery Center on firming up the project timeline.

- I previously met with the Township Manager to discuss an agreement to conduct due diligence required to install cross country trails at the landfill property. An engineering proposal was received from Fleis and Vandenbrink and is under review.

Budget and Capital Improvements

- The proposed budget for 2024-2025 was presented at the April 17 workshop meeting. A copy of the presentation and draft budget is on the City website:
<https://www.saugatuckcity.com/treasurer.html>
- A public hearing on the budget is scheduled for June 10.

Staff Compensation Study

- The Treasurer and I met with a consultant to kick off a staff compensation study. The last study was conducted in 2019 and a lot has changed since that time. We wish to remain competitive with wages and benefits to retain and attract the best talent.
- The consultant will be meeting with individual staff members on May 30 to discuss their positions and job duties in more detail.

Planning and Zoning

- Prepared for and attended Planning Commission regular meeting.
- STR Enforcement Plan Implementation
 - Granicus is nearly done with setting up the address identification and compliance module. Training has been scheduled.
 - Met with Sgt. Haas to discuss new/updated ordinances and enforcement.
- Met and talked with several property owners and applicants to answer questions and provide resources.
- Continued follow-up on complaints of code violations throughout the City.
- While serving in dual roles, I plan to provide the detailed list of casework on a monthly basis at the first regular meeting of each month.

Miscellaneous

- Held a Department Head team meeting.
- Held an Oval Beach Season Kickoff Meeting.
- Attended DPW appreciation lunch.
- Attended CVB board meeting.
- Attended Township Blue Star Highway safety planning open house.
- Attended Porches on Mason ribbon cutting.
- Met with engineers and DPW to discuss Mt. Baldhead upper platform.



Treasurer Report

Below is a summary of notable activities carried out by the Treasurer's Office since the last council meeting on 05/14/2024:

- Paid routine bills
- Completed and disseminated bi-weekly payroll
- 2024-2025 Budget discussions
- Attend monthly fire board meeting
- Help with Oval start up



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 05/13/2024:

Brush and Leaf Collection:

The May brush and leaf collection was completed on the 14th and 15th.

Oval Beach:

Oval Beach is now fully operational for the summer season, which includes City staff operating the concession stand.

Community Pride:

Public Works has worked with the Garden Club to plant flowers in City owned raised flower beds. Additionally, flowerpots were brought out of storage, refreshed, and placed throughout the downtown district. The Garden Club works with 6th grade students to plant and water flowers to beautify the town.

Street Resurfacing:

Limits were marked by DPW and F&V on the following streets which outline where the existing asphalt is to be milled and re-laid (mill and overlay):

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

Village Square Playground:

Sinclair Recreation has fully completed the installation of the new playground. Public Works is in the process of rerouting irrigation, backfilling, and planting grass seed to complete the project. A date will get set for a ribbon cutting ceremony/grand opening event as the project nears completion.

Meetings:

- 05/13/2024** – City Council Meeting
- 05/13/2024** – DPW Weekly Goals Meeting
- 05/14/2024** – Memorial Day Safety Meeting
- 05/14/2024** – City Hall Department Head Team Meeting
- 05/17/2024** – DPW Weekly Goals Follow Up Meeting
- 05/20/2024** – DPW Weekly Goals Meeting
- 05/21/2024** – Mt. Baldhead Upper Platform Discussion Meeting
- 05/22/2024** – Historical Chain Ferry Preservation Meeting
- 05/23/2024** – Public Works Appreciation Lunch
- 05/23/2024** – Oval Beach Meeting
- 05/24/2024** – Channel Dredging Meeting
- 05/24/2024** – DPW Weekly Goals Follow Up Meeting

**City of Saugatuck
Status Report of Engineering Activities
May 23, 2024**

General Consultation

- Grants Workshop: We are discussing the possibility of having grant experts from F&V put together a workshop for council, staff and other interested parties to review the various programs used in the past, recent applications and brainstorming for new opportunities.
- City-wide parking, safety, signage, etc. review: Prepared a letter reviewing on-street parking vs. sight distance concerns and provided recommendations for signage. We are available to meet with City staff and F&V traffic team to develop a scope for the broader study, if required.
- Bridge Street Resurfacing: Work is complete.
- 2024 Asphalt Repairs: Laid out resurfacing limits with the DPW on May 21. We will be measuring areas and assembling the bid package for bidding in summer, anticipating construction in fall 2024 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.

EGLE Drinking Water State Revolving Fund

- The updated Project Plan was presented at the May 13 council meeting and will be submitted to meet the June 1 submittal deadline.

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

- The project is complete, with the exception of final acceptance of the grass restoration work.

Water System Asset Management Plan

- The draft AMP has been prepared and will be finalized based on input from the financial consultant and comments from EGLE.

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.
- We are refining the database of water service information and assembling bid documents for potholing work, which is anticipated to be completed over the summer and early fall.

Mt. Baldhead Projects

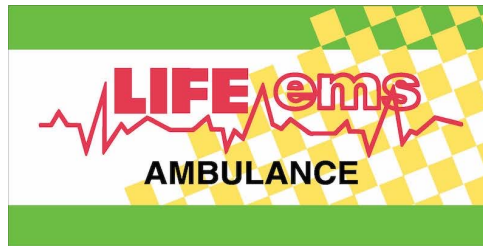
- AT&T Project Assistance
 - The EGLE/USACoE Critical Dunes permitting process has been put on hold for now, pending SHPO approvals.
- Restroom Building Replacement
 - Design work is underway.
 - Met with the Allegan Conservation District on May 23 to review the scope of work. They will be preparing a 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.
 - Anticipating design in spring/summer for fall 2024 construction, at the earliest, depending on coordination with stakeholders.
- Observation Platform Replacement
 - Design work is underway.
 - Met with the Allegan Conservation District on May 23 to review the scope of work. They will be preparing a 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 coordination with stakeholders.

Maple Street Improvements

- Maple Street (between Blue Star Highway and the work completed in the 2023 Street Improvements project) has been identified as a high priority need for some time. Recent water main breaks and service leaks plus accelerated pavement deterioration from Blue Star Highway traffic have highlighted the need. A planning phase proposal has been prepared to develop the project scope and preliminary layouts, as well as cost sharing discussions with the Saugatuck Township. This project is anticipated to include stormwater management improvements and Olde Mill water service revisions. The project may also include a sidewalk and/or other non-motorized facilities.
- Prepared an updated application for the MDOT Category B program, including a resolution of support for council consideration. If selected, this program would fund \$250,000 of the road restoration costs on the project. Applications are due June 12.

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.



COMPANY PROFILE

Life EMS provides compassionate, high quality ambulance service with personnel and regional support facilities covering nearly 5,000 square miles in ten (10) Michigan Counties with areas that include the Greater Grand Rapids, Kalamazoo, Ottawa, Ionia, as well as Mason, Newaygo, Lake and Oceana Counties along with portions of Allegan and Van Buren Counties. Our **local ownership** and community-based staff of almost 700 associates, enhances our ability to be highly responsive to our customer's needs.

Operationally, Life EMS maintains a fleet of more than ninety (90) licensed and fully equipped custom built ambulances and non-transport ALS/Integrated Care Paramedic response units. These units are equipped with the latest pre-hospital care equipment available (i.e. Life Pak 15 portable heart monitor/defibrillators with cardiac pacing utilizing pre-hospital 12 lead technology for early heart attack recognition/intervention, capnography, and pulse oximetry; transport ventilators, tablet computers and Stryker Power Load stretcher system for crew and patient safety). Deployment of our medic units is performed by our state-of-the-art paramedic and emergency medical dispatcher (EMD) staffed Control Center utilizing the latest in Computer Aided Dispatch (C.A.D.) technology and integrated, fully featured 911 secondary PSAP equipment.

Our Mobility Division provides safe, affordable wheelchair transportation services throughout our service areas. A fleet of over fifty (50) specially equipped vans, mid-sized buses, and passenger vehicles, are utilized to safely provide access for the physically challenged as well as ambulatory patients to doctor appointments, nursing facilities, shopping, etc. A new, unique to Life EMS, Behavioral Health Transport (BHT) service is now available to provide safe, respectful transport of behavioral health clients.

Life EMS demonstrates a strong **commitment to community**. This is evidenced by our long history of providing CPR classes, high school EMT classes, preparedness demonstrations, and Camp 911 summer day camps, led by our staff, as well as medical support for special events such as festivals and athletic contests. Life EMS Ambulance is one of the largest American Heart Association (AHA) Community Training Centers in Michigan. In addition, the Life EMS Innovation & Education Centre provides a full range of educational opportunities including MFR, EMT, and fully accredited paramedic training, including innovative class formats such as our ten-week EMT academy.

Our philosophy at Life EMS Ambulance has always been to provide the highest quality care with the lowest out-of-pocket cost. Hence, ***the best value for those we serve***. The Life Care Plus Membership program extends this tradition by providing a way to fight rising health insurance co-payments and deductibles (the amount you pay).

Life Extra Care is a personal response system locally monitored by Life EMS that helps provide a safer environment for elderly loved ones wishing to live independently, including providing an extra level of safety when on the go.

05/22/2024 02:13 PM
User: Peter
DB: Saugatuck

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF SAUGATUCK
INVOICE ENTRY DATES 05/14/2024 - 05/29/2024
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Page: 1/2

Vendor Name	Description	Amount
1. ALLEGAN COUNTY SHERIFF	SHERIFF CONTRACT	31,826.12
2. AMERICAN LEGAL PUBLISHING CORP.	ORDINANCES	550.00
3. BBC DISTRIBUTING LLC	CONCESSION	593.63
	CONCESSION	157.15
	TOTAL	750.78
4. C2AE	BLUE STAR TRAIL	3,537.16
	BLUE STAR TRAIL	1,248.87
	TOTAL	4,786.03
5. COMCAST	INTERNET	233.40
6. DAWN ALEXANDER	ESCROW REFUND	1,642.75
7. FREESTONE PICKLE CO INC	CONCESSION	312.00
8. GOLDMAN SACHS BANK USA	CONCESSION	702.50
9. GORDON FOOD SERVICE	CONCESSION	3,952.42
10. KALAMAZOO LAKE SEWER & WATER	WATER & SEWER	1,925.86
11. KROHN EXCAVATING LLC	BRIDGE STREET	81,841.38
12. LAKESHORE OUTDOORS LLC	PLAYGROUND	508.80
13. MACATAWA PLUMBING INC	ESCROW REFUND	2,557.25
14. MCKELLIPS PLUMBING INC	PLUMBING	263.00
15. MINER SUPPLY CO	SUPPLIES	263.91
16. NET2PHONE INC	TELEPHONES	215.07
17. PURITY CYLINDER GASES INC	CONCESSION	44.95
18. SAUGATUCK FIRE	INSPECTIONS	1,025.00
19. SISTERS IN INK	OVAL	75.68
20. SMART BUSINESS SOURCE LLC	SUPPLIES	223.37
21. STANDARD INSURANCE COMPANY	INSURANCE	406.59
22. TAYLOR TRUE VALUE RENTAL	PLAYGROUND	2,020.00
	PLAYGROUND	1,036.00
	TOTAL	3,056.00
23. WYOMING ASPHALT PAVING CO	ASPHALT	485.08
TOTAL - ALL VENDORS		137,647.94
FUND TOTALS:		
Fund 101 - GENERAL FUND		55,062.19
Fund 202 - MAJOR STREETS		348.07
Fund 203 - LOCAL STREETS		82,044.53

Vendor Name	Description	Amount
Fund 661 - MOTOR POOL FUND		193.15



City Council Agenda Item Report

FROM: Ryan Cummins, Interim City Manager

MEETING DATE: May 29, 2024

SUBJECT: Resolution No. 240529-A To Establish a Request for Funding, Designate an Agent, Attest to the Existence of Funds and Commit to Implementing a Maintenance Program for Roadway Improvements on Maple Street Funded by the Transportation Economic Development Fund Category B Program

DESCRIPTION:

The Maple Street roadway and watermain are in need of replacement. Current cost estimates for the entire project exceed \$2.5 million.

According to the Michigan Department of Transportation (MDOT), Category B grants are “designed as a stop gap measure to provide additional road funding to the smallest communities in Michigan, particularly those with limited ability to fund road projects”.

Last year, the City applied for Category B grant funds to help fund the Maple Street project, but we did not receive funding.

Staff would like to reapply for the maximum of \$250,000. The grant requires a match commitment of \$573,000.

LEGAL REVIEW:

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

SAMPLE MOTION:

Motion to approve Resolution No. 240529-A, to Establish a Request for Funding, Designate an Agent, Attest to the Existence of Funds and Commit to Implementing a Maintenance Program for Roadway Improvements on Maple Street Funded by the Transportation Economic Development Fund Category B Program.

CITY OF SAUGATUCK
COUNTY OF ALLEGAN
STATE OF MICHIGAN

RESOLUTION NO. 240529-A

**A RESOLUTION TO ESTABLISH A REQUEST FOR FUNDING, DESIGNATE AN AGENT,
ATTEST TO THE EXISTENCE OF FUNDS AND COMMIT TO IMPLEMENTING A
MAINTENANCE PROGRAM FOR ROADWAY IMPROVEMENTS ON MAPLE STREET
FUNDED BY THE TRANSPORTATION ECONOMIC DEVELOPMENT FUND CATEGORY B
PROGRAM**

Minutes of a regular meeting of the Council of the City of Saugatuck, Allegan County, Michigan held in City Hall at 102 Butler Street in said City, on May 29, 2024 at 7:00pm.

PRESENT:

ABSENT:

The following preamble and resolution were offered by _____
and supported by _____:

RECITALS

WHEREAS, the City of Saugatuck is applying for \$250,000 in funding through MDOT from the Transportation Economic Development Category B Program to construct roadway improvements on Maple Street.

WHEREAS, MDOT requires a formal commitment from the public agency that will be receiving these funds and will be implementing and maintaining these infrastructure projects.

NOW, THEREFORE, BE IT RESOLVED THAT, the City has authorized Ryan Cummins, Interim City Manager, to act as agent on behalf of the City to request Transportation Economic Development Fund Category B Program funding, to act as the applicant's agent during the project development, and to sign a project agreement upon receipt of a funding award.

BE IT FURTHER RESOLVED THAT, the City attests to the existence of, and commits to, providing at least \$573,000 toward the construction costs of the project, and all costs for non-participating work, design, permit fees, administration costs, and cost overruns.

BE IT FURTHER RESOLVED THAT, the City commits to owning, operating, funding and implementing a maintenance program over the design life of the facilities constructed with Transportation Economic Development Fund Category B Program funding.

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

ADOPTED this _____ day of _____, 2024

CITY OF SAUGATUCK

BY: _____
Lauren Stanton, Mayor

BY: _____
Jamie Wolters, City Clerk

CERTIFICATION

I, Jamie Wolters, the duly appointed clerk of the City of Saugatuck do hereby certify the foregoing is a true and complete copy of a resolution adopted by the City Council at a regular meeting held _____, 2024.

Signed: _____
Jamie Wolters, City Clerk

OFFICE OF ECONOMIC DEVELOPMENT
TRANSPORTATION ECONOMIC DEVELOPMENT FUND

CATEGORY B: COMMUNITY SERVICE INFRASTRUCTURE FUND APPLICATION

SECTION ONE: APPLICANT INFORMATION

CITY OR VILLAGE NAME Saugatuck	MAILING ADDRESS 102 Butler Street, Saugatuck, MI	ZIP CODE 49453	COUNTY Allegan
CONTACT PERSON Ryan Cummins	CONTACT TITLE Interim City Manager	E-MAIL ADDRESS rcummins@saugatuckcity.com	
ALTERNATE CONTACT PERSON Scott Herbert, Department of Public Works Superintendent	PHONE NUMBER/ EXTENSION (269) 857-2603 /	E-MAIL ADDRESS scott@saugatuckcity.com	
STATE SENATOR Aric Nesbitt	STATE SENATE DISTRICT NO. 20	STATE REP. Joey Andrews	STATE REP. DISTRICT NO. 38

SECTION TWO: PROJECT INFORMATION

1) STREET NAME Maple Street	PROPOSED PROJECT LIMITS (Using nearest cross streets) Blue Star Highway to S of North Street	LINEAR LENGTH OF PROJECT 4,900	
ROADWAY CLASSIFICATION Local	PASER RATING 1	DAILY AVERAGE TRAFFIC COUNT 1,200	CONSTRUCTION COST \$823,000.00
DESCRIPTION OF PROPOSED WORK; include specific treatment method with details such as quantities (ie patching) and/or depth (ie mill/fill), where applicable. Proposed non-participating work includes sanitary sewer repairs and replacement of existing 4-inch and 6-inch cast iron water main with new 8-inch water main, including new fire hydrants, valves, fittings and water services. Water services will be replaced to the home where required by the State of Michigan's Lead and Copper Rules. Proposed participating work includes crushing, shaping and resurfacing the existing asphalt pavement. Drive approaches will be replaced as required to connect to the new asphalt surface. Related work includes adjustments of structure covers, clearing along the edge of the roadway for sight distance, new pavement markings and restoration of turf. Sidewalk ramps at the intersection of Maple Street and Allegan Street will be upgraded to meet current ADA guidelines. The City is also in the process of evaluating sidewalk construction along Maple Street, which may be incorporated as additional non-participating cost to the project. IS ANY ADDITIONAL RIGHT-OF-WAY NEEDED FOR THE PROJECT(S)? ☐ YES ☒ NO IF YES, PLEASE BRIEFLY DESCRIBE.			
2) STREET NAME	PROPOSED PROJECT LIMITS (Using nearest cross streets)	LINEAR LENGTH OF PROJECT	
ROADWAY CLASSIFICATION	PASER RATING	DAILY AVERAGE TRAFFIC COUNT	CONSTRUCTION COST
DESCRIPTION OF PROPOSED WORK; include specific treatment method with details such as quantities (ie patching) and/or depth (ie mill/fill), where applicable. IS ANY ADDITIONAL RIGHT-OF-WAY NEEDED FOR THE PROJECT(S)? ☐ YES ☐ NO IF YES, PLEASE BRIEFLY DESCRIBE.			

3) STREET NAME	PROPOSED PROJECT LIMITS (Using nearest cross streets)		LINEAR LENGTH OF PROJECT
ROADWAY CLASSIFICATION	PASER RATING	DAILY AVERAGE TRAFFIC COUNT	CONSTRUCTION COST
DESCRIPTION OF PROPOSED WORK; include specific treatment method with details such as quantities (ie patching) and/or depth (ie mill/fill), where applicable.			
IS ANY ADDITIONAL RIGHT-OF-WAY NEEDED FOR THE PROJECT(S)? ☐ YES ☐ NO IF YES, PLEASE BRIEFLY DESCRIBE.			

4) STREET NAME	PROPOSED PROJECT LIMITS (Using nearest cross streets)		LINEAR LENGTH OF PROJECT
ROADWAY CLASSIFICATION	PASER RATING	DAILY AVERAGE TRAFFIC COUNT	CONSTRUCTION COST
DESCRIPTION OF PROPOSED WORK; include specific treatment method with details such as quantities (ie patching) and/or depth (ie mill/fill), where applicable.			
IS ANY ADDITIONAL RIGHT-OF-WAY NEEDED FOR THE PROJECT(S)? ☐ YES ☐ NO IF YES, PLEASE BRIEFLY DESCRIBE.			

5) STREET NAME	PROPOSED PROJECT LIMITS (Using nearest cross streets)		LINEAR LENGTH OF PROJECT
ROADWAY CLASSIFICATION	PASER RATING	DAILY AVERAGE TRAFFIC COUNT	CONSTRUCTION COST
DESCRIPTION OF PROPOSED WORK; include specific treatment method with details such as quantities (ie patching) and/or depth (ie mill/fill), where applicable.			
IS ANY ADDITIONAL RIGHT-OF-WAY NEEDED FOR THE PROJECT(S)? ☐ YES ☐ NO IF YES, PLEASE BRIEFLY DESCRIBE.			

SECTION THREE: PROJECT FUNDING

1a) WILL THE PROPOSED PROJECT(S) BE PAIRED WITH OTHER NONPARTICIPATING INFRASTRUCTURE WORK? I.E., SEWER, WATER, ELECTRIC, OR OTHER? ☒ YES ☐ NO

IF YES, PLEASE BRIEFLY DESCRIBE NATURE OF WORK AND COST ESTIMATE: \$ 1,362,000.00

Non-participating water main replacement and sanitary sewer repairs will be incorporated into the project. That cost is shown here. If sidewalk construction is incorporated, the estimated cost is approximately \$350,000.

1b) ARE FUNDS COMMITTED FOR THIS NONPARTICIPATING WORK? ☒ YES ☐ NO

2) ARE YOU APPLYING FOR ADDITIONAL FUNDING FOR ANY OF THE PROJECTS LISTED IN THIS APPLICATION? ☒ YES ☐ NO

IF YES, PLEASE PROVIDE

EGLE Drinking Water State Revolving Fund

AGENCY NAME

\$1,337,000.00

ADDITIONAL FUNDING

\$1,337,000.00

AMOUNT REQUESTED

2025

YEAR EXPECTED

3) PROJECT COST CALCULATIONS AND GRANT REQUEST

a. TOTAL CONSTRUCTION COSTS FROM SECTION 2: \$ 823,000.00

b. MAXIMUM GRANT AMOUNT NOT TO EXCEED 50% of SECTION 3.3a: \$ 411,500.00 OR

c. MAXIMUM GRANT AMOUNT NOT TO EXCEED: \$250,000.00

d. **THE LESSER OF 3b AND 3c = GRANT REQUEST:** \$ 250,000.00

e. **PARTICIPATING MATCH PROVIDED BY LOCAL AGENCY (AT LEAST 3a MINUS 3d):** \$ 573,000.00 70 %*

f. TOTAL NONPARTICIPATING COST FROM SECTION 3.1a: \$ 1,362,000.00

g. TOTAL AGENCY FUNDING COMMITMENT (SECTION 3.1a PLUS SECTION 3.3a): 1,935,000.00 **

* If the project total comes in higher or lower than anticipated in this application, the final grant amount will be the lesser of the total grant award (3d) or the grant percentage (3e).

** The resolution should note this dollar amount as committed by the local agency.

SECTION FOUR: PROJECT IMPLEMENTATION

1) PROPOSED PROJECT START DATE (mm/dd/yyyy): 09/08/2025

2) WILL THE PROPOSED WORK BE PAIRED WITH OTHER ROADWORK BY ANOTHER AGENCY? ☒ YES ☐ NO

IF YES, PLEASE PROVIDE THE AGENCY NAME: Saugatuck Township / Allegan County Road Commission

3) WILL YOUR AGENCY OVERSEE THE GRANT IMPLEMENTATION? ☒ YES ☐ NO IF NO, WHO WILL OVERSEE THE GRANT

IMPLEMENTATION? I.E., LOCAL AGENCY, CONSULTANT ENGINEERING FIRM, ETC.: Fleis & VandenBrink

ADDITIONAL COMMENTS

Maple Street forms the eastern boundary of the City, with Saugatuck Township on the east side of the road. It serves as a primary means of ingress/egress for the north and east portions of the City. Closure of Blue Star Highway for construction in spring 2024 has placed additional traffic on Maple Street, and most of the pavement has failed. There have been a number of recent water main and service breaks in the corridor. Improvements are urgently needed. The Department of Public Works has patched the asphalt numerous times, but a more sustainable solution is needed.

The Maple Street corridor provides some of the more affordable housing opportunities in the area, with several apartment complexes. It also serves as rear access for the Department of Public Works and Saugatuck Township Fire District. The remainder is a mix of single family residential and light commercial.

This is a sizable project for a community with a permanent population of less than 900. The City has never received Category B funding in the past and is requesting \$250,000 to help close the funding gap.

REQUIRED DOCUMENT CHECKLIST

☒ RESOLUTION OF SUPPORT

☒ MAP

☒ CONSTRUCTION ESTIMATES

☒ PHOTOS

NAME OF AUTHORIZED SIGNATORY FROM RESOLUTION

E-MAIL ADDRESS

PHONE NUMBER

Ryan Cummins, Interim City Manager

rcummins@saugatuckcity.com

(269) 857-2603

SIGNATURE

DATE

City of Saugatuck
Maple Street Improvements - Blue Star Highway to S of North Street
Engineer's Pre-Design Estimate of Probable Project Cost



Project No.: 3187
 By: JWM
 Date: 5/20/2024

Part 1 - Road and Drainage Improvements (MDOT Category B Participating)

Scope: Crush and Shape from Blue Star Highway to ~250' south of North Street with 20-foot new asphalt width and 3" thickness. Remove and replace ends of drive approaches as required to reconnect. Upgrade sidewalk ramps at Allegan Street to meet ADA guidelines.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	ESTIMATED UNIT PRICE	ESTIMATED AMOUNT
1	General Conditions, Bonds & Insurances (10%)	LSUM	1	\$ 64,700.00	\$ 64,700.00
2	Preconstruction Video Survey	LSUM	1	\$ 3,000.00	\$ 3,000.00
3	Clearing and Tree Removal	LSUM	1	\$ 12,000.00	\$ 12,000.00
4	HMA Surface, Rem	Syd	500	\$ 10.00	\$ 5,000.00
5	Pavt, Rem	Syd	500	\$ 15.00	\$ 7,500.00
6	Sidewalk, Rem	Syd	10	\$ 15.00	\$ 150.00
7	Dr Structure, Temp Lowering	Ea	15	\$ 600.00	\$ 9,000
8	HMA Base Crushing and Shaping	Syd	10,800	\$ 5.00	\$ 54,000
9	Dr Structure Cover, Type Q	Ea	12	\$ 1,000.00	\$ 12,000
10	Dr Structure Cover, Adj	Ft	15	\$ 800.00	\$ 12,000
11	Stormwater Detention and Sewer Repairs	LSUM	1	\$ 100,000.00	\$ 100,000
12	Subbase, CIP	Cyd	1,500	\$ 20.00	\$ 30,000
13	Aggregate Base, 8 inch	Syd	4,000	\$ 15.00	\$ 60,000
14	HMA, 13A	Ton	2,000	\$ 125.00	\$ 250,000
15	HMA Approach	Ton	100	\$ 200.00	\$ 20,000
16	Curb Ramp, Conc, 6 inch	Sft	90	\$ 18.00	\$ 1,620
17	Driveway, Conc, 6 inch	Syd	500	\$ 60.00	\$ 30,000
18	Turf Restoration	Syd	5,000	\$ 8.00	\$ 40,000
19	Pavt Mrkg, Waterborne, 4 inch, Yellow	Ft	9,500	\$ 0.35	\$ 3,325

Subtotal Construction (Rounded): \$ 715,000
Undeveloped Details & Contingency (15%): \$ 108,000
 Total Estimated Road Construction Cost: \$ 823,000

Part 2 - Water Main Improvements and Sanitary Sewer Repairs (MDOT Category B Non-Participating)

Scope: Replace existing 4-inch (BSH to Allegan) and 6-inch (Allegan to ~900' south of North) water main with 8-inch water main. Replace existing water services to the homes, where required. Replace existing hydrants and valves.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	ESTIMATED UNIT PRICE	ESTIMATED AMOUNT
1	General Conditions, Bonds & Insurances (10%)	LSUM	1	\$ 63,800.00	\$ 63,800.00
2	Hydrant, Rem	Ea	6	\$ 800.00	\$ 4,800
3	Connect to Existing Water Main	Ea	10	\$ 3,000.00	\$ 30,000
4	Water Main, DI, 8 inch	Ft	4,500	\$ 135.00	\$ 607,500
5	Tee, 8 inch x 6 inch	Ea	12	\$ 800.00	\$ 9,600
6	Tee, 8 inch x 8 inch	Ea	6	\$ 900.00	\$ 5,400
7	Fire Hydrant	Ea	10	\$ 5,000.00	\$ 50,000
8	Gate Valve and Box, 6 inch	Ea	12	\$ 3,000.00	\$ 36,000
9	Gate Valve and Box, 8 inch	Ea	12	\$ 3,500.00	\$ 42,000
10	Corporation Stop, 1 inch	Ea	50	\$ 600.00	\$ 30,000
11	Water Service, 1 inch	Ft	3,000	\$ 60.00	\$ 180,000
12	Curb Stop and Box, 1 inch	Ea	50	\$ 600.00	\$ 30,000
13	Water Service, Reconnect	Ea	50	\$ 300.00	\$ 15,000
14	Water Service, Building Connection	Ea	30	\$ 1,800.00	\$ 54,000
15	Sanitary Sewer Repairs	LSUM	1	\$ 25,000.00	\$ 25,000

Subtotal Construction (Rounded): \$ 1,184,000
Undeveloped Details & Contingency (15%): \$ 178,000
 Total Estimated Utility Construction Cost: \$ 1,362,000

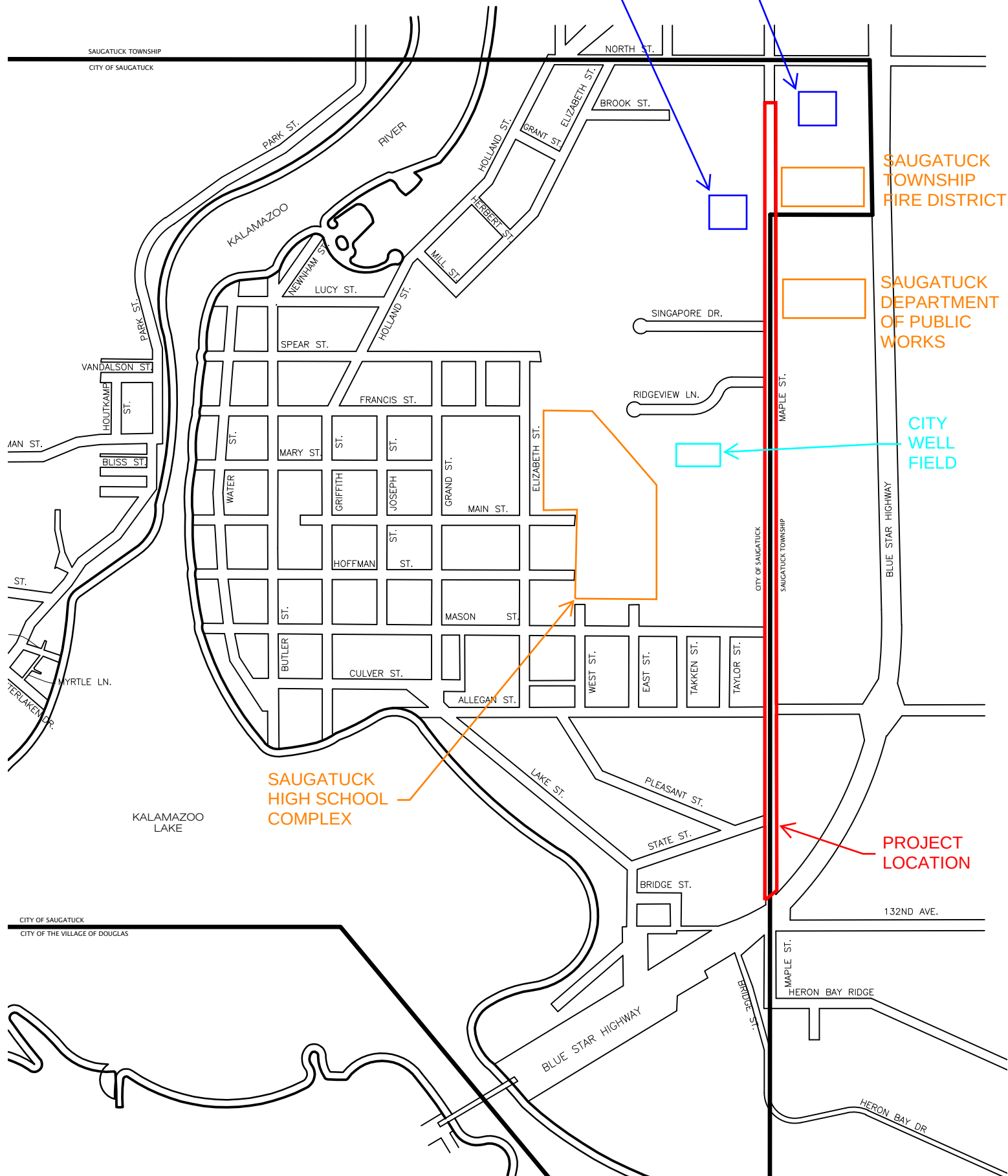
Total Estimated Construction Cost: \$ 2,185,000
Est. Engineering, Permitting and Administration (15%): \$ 328,000
 Total Estimated Project Cost: \$ 2,513,000

The Design Professional has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing. Bid prices may vary significantly based on these factors and market conditions at time of bid.

CITY OF SAUGATUCK CATEGORY B APPLICATION PROJECT LOCATION MAP

OLDE MILL APARTMENTS

RIDGEWOOD OAK
APARTMENTS



CITY OF SAUGATUCK
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA



Maple Street looking north from Blue Star Highway



Maple Street north of Blue Star Highway looking north

**CITY OF SAUGATUCK
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



Failed pavement on Maple Street north of Blue Star Highway



Failed pavement on Maple Street north of Blue Star Highway

**CITY OF SAUGATUCK
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



Maple Street looking north toward State Street



Maple Street at State Street looking north

**CITY OF SAUGATUCK
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



Maple Street north of State Street looking north



Maple Street looking north toward Allegan Street

**CITY OF SAUGATUCK
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



Maple Street at Allegan Street looking north



Sidewalk ramp in northwest quadrant of Maple Street and Allegan Street

**CITY OF SAUGATUCK
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



Sidewalk ramp at northeast quadrant of Maple Street at Allegan Street



Failed pavement on Maple Street north of Allegan Street looking north

**CITY OF SAUGATUCK
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



Failed pavement on Maple Street north of Allegan Street looking north



Failed pavement on Maple Street north of Allegan Street looking west

**CITY OF SAUGATUCK
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



Patch from 2022 water main break on Maple Street south of Mason Street



Maple Street at Mason Street looking north

**CITY OF SAUGATUCK
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



Spillway area in northwest quadrant of Maple Street and Mason Street



City stormwater outfall at Maple and Mason Street

**CITY OF SAUGATUCK
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



Maple Street looking north from Mason Street



Wastewater lift station on west side of Maple Street north of Mason Street

**CITY OF SAUGATUCK
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



Failed pavement on Maple Street north of Mason Street looking north



Failed pavement and slurry seal on Maple Street north of Mason Street looking north

**CITY OF SAUGATUCK
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



Maple Street north of Mason Street looking north



Maple Street north of Mason Street looking north

**CITY OF SAUGATUCK
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



Maple Street south of Ridgeview Lane looking north



Maple Street south of Ridgeview Lane looking north

**CITY OF SAUGATUCK
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



Maple Street south of Ridgeview Lane looking north



Maple Street looking north toward Ridgeview Lane

**CITY OF SAUGATUCK
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



Maple Street looking north from Ridgeview Lane



Maple Street north of Ridgeview Lane looking north

**CITY OF SAUGATUCK
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



Maple Street looking north toward Singapore Drive



Maple Street north of Singapore Drive looking north

**CITY OF SAUGATUCK
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



Department of Public Works rear access on east side of Maple Street



Maple Street looking north from Department of Public Works

**CITY OF SAUGATUCK
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



Maple Street north of Department of Public Works looking north



Olde Mill Apartments on west side of Maple Street

**CITY OF SAUGATUCK
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



Saugatuck Township Fire District rear access on east side of Maple Street



Maple Street north of Fire District looking north

**CITY OF SAUGATUCK
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



Maple Street south of Ridgewood Oak Apartments looking north



Maple Street looking northeast toward Ridgewood Oak Apartments on east side

**CITY OF SAUGATUCK
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



Ridgewood Oak Apartments entrance on east side of Maple Street



Maple Street at Ridgewood Oak Apartments entrance looking north

**CITY OF SAUGATUCK
MDOT CATEGORY B APPLICATION – PHOTOS OF PROJECT AREA**



Maple Street looking north toward North Street



Wastewater lift station on east side of Maple Street south of North Street



City Council Agenda Item Report

FROM: Ryan Cummins, Interim City Manager

MEETING DATE: May 29, 2024

SUBJECT: Resolution No. 240529-B Prohibiting Heavy Truck Traffic on Maple Street

DESCRIPTION:

The City has received complaints that heavy trucks are using Maple Street as a way to get around the roundabout construction on Blue Star Highway.

The City Engineer has raised concern that Maple Street was not constructed for a large volume of heavy trucks and that heavy trucks can damage the road and underground infrastructure.

The recommendation is to prohibit trucks with a gross vehicle weight exceeding five (5) tons on any axle. Emergency vehicles would be exempt.

LEGAL REVIEW:

The City Attorney researched the issue, reviewed the prepared resolution and will be at your meeting to answer any questions you may have.

SAMPLE MOTION:

Motion to approve Resolution No. 240529-B, a resolution to prohibiting heavy truck traffic on Maple Street.

**CITY OF SAUGATUCK
COUNTY OF ALLEGAN
STATE OF MICHIGAN**

RESOLUTION NO. 240529-B

A RESOLUTION PROHIBITING HEAVY TRUCK TRAFFIC ON MAPLE STREET

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

RECITALS

WHEREAS, the City Council of the City of Saugatuck, Michigan (hereinafter referred to as the "City") desires to protect the public health, safety, and welfare of its citizens;

WHEREAS, the City Council finds that Maple Street is a local street not designed to accommodate heavy truck traffic;

WHEREAS, the City Council further finds that the current volume of heavy truck traffic on Maple Street has the potential to cause damage to the roadway and the water main located beneath it;

WHEREAS, the Michigan Vehicle Code ("MVC") MCL 257.726(1) authorizes local authorities to prohibit the operation of trucks or other commercial vehicles on designated highways or streets;

WHEREAS, the City of Saugatuck is a local authority as defined by the MVC;

WHEREAS, the City Council desires to exercise its authority under the MVC to prohibit heavy truck traffic on Maple Street; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Saugatuck as follows:

1. **Prohibition of Heavy Truck Traffic.** Except for authorized emergency vehicles defined by the MVC, the operation of any truck with a gross vehicle weight exceeding five (5) tons on any axle is hereby prohibited on Maple Street, from its intersection with North Street to its intersection with Blue Star Highway.
2. **Signage.** The City Manager shall cause to be erected and maintained appropriate signage on Maple Street, in accordance with the Michigan Uniform Traffic Control Device Manual (MUTCD), designating the weight limit established in Section 1. The signage shall include, but is not limited to, R12-2 signs with a maximum weight limit of 5 tons. The signs shall be placed at the following locations:
 - One sign at the intersection of North Street and Maple Street.
 - Two signs at the intersection of Allegan Street and Maple Street.

- One sign at the intersection of Blue Star Highway and Maple Street.
3. **Penalty.** A person who violates the prohibition of heavy truck traffic set forth herein is responsible for a civil infraction as set forth in the MVC, MCL 257.726, which may be issued and processed as set forth in the City of Saugatuck Code of Ordinances.
 4. **Severability.** If any provision of this Resolution is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions.
 5. **Immediate Effect.** This Resolution shall take effect immediately upon passage.

YEAS: Council Members: _____

NAYS: Council Members: _____

ABSTAIN: Council Members: _____

ABSENT: Council Members: _____

ADOPTED this ____ day of _____, 2024

CITY OF SAUGATUCK

BY: _____
Lauren Stanton, Mayor

BY: _____
Jamie Wolters, City Clerk

CERTIFICATION

I, Jamie Wolters, the duly appointed clerk of the City of Saugatuck do hereby certify the foregoing is a true and complete copy of a resolution adopted by the City Council at a regular meeting held _____, 2024.

Signed: _____
Jamie Wolters, City Clerk



City Council Agenda Item Report

FROM: Ryan Cummins, Interim City Manager

MEETING DATE: May 29, 2024

SUBJECT: Resolution No. 240529-C Authorizing No Parking Signage for Improved Emergency Vehicle Access

DESCRIPTION:

The City's Short Term Rental Task Force met for several months and finalized its report at the end of September. The STR Task Force recommended the following as it relates to parking:

Encourage the City Administration to review areas within residential districts in which "no parking this side of the street" signs could be installed to aid in emergency services access. This could be dedicated north/south roadways and east/west roadways to offer an emergency service pathway.

The City Engineer reviewed on-street parking in residential areas and submitted the attached report.

The Fire Department and DPW Superintendent evaluated the various streets contained within the engineer's report. Chief Janik recognized the challenges of blending needs of parking, narrow access roads and safety. Chief Janik provided the following section of the International Fire Code and comments for consideration:

SECTION 503

FIRE APPARATUS ACCESS ROADS

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm).

Comments: The dimensions in this section are established to give fire apparatus continuous and unobstructed access to buildings and facilities.

This section requires that the unobstructed width of a fire apparatus access road must not be less than 20 feet (6096 mm). The intent of the minimum 20-foot (6096 mm) width is to

provide space for fire apparatus to pass one another during fire-ground operations. The need to pass may occur when engines are parked for hydrant hook-up, laying hose or when trucks are performing aerial ladder operations. When an engine company is connected to a fire hydrant parallel to the curb using a front suction connection and using a side-discharge port on the pump, the horizontal distance that is needed to make a no-kink bend in the discharge fire hose can be considerable, especially when a large-diameter hose (LDH) is being used. The roadway width needed to accommodate such a common operational scenario would be the width of the apparatus plus the no-kink bending radius of the discharge hose, leaving minimal roadway width for other apparatus to squeeze by, if needed

During an April workshop meeting, City Council discussed the following staff recommendations to limit parking for improved emergency vehicle access:

- Mason Street between Grand Street and Elizabeth Street
 - Recommend parking on one side of the street. Discretion in choice of side.
- Hoffman Street between Grand Street and Elizabeth Street
 - Recommend parking on one side of the street, North side. No parking on South side.
- Main Street between Griffith Street and Elizabeth Street
 - Recommend parking on one side of the street, North side. No parking on South side.
- Mary Street between Griffith Street and Grand Street
 - Recommend parking on one side of the street, North side. No parking on South side.
- Grand Street between Hoffman Street and Spear Street
 - Recommend parking on one side of the street, East side. No parking on West side.
- St. Joseph Street between Hoffman Street and Francis Street
 - Recommend parking on one side of the street, East side. No parking on West side.
- Newnham Street between Lucy Street and the North End
 - Recommend parking on one side of the street, West side. No parking on East side.
- Francis Street between Holland Street and Elizabeth Street
 - Recommend parking on one side of the street, North side. No parking on South side.
- Pleasant Street from Allegan Street to State Street
 - Recommend No Parking on either side of the street.

The attached resolution would authorize no parking signage based on the recommendations above.

LEGAL REVIEW:

Legal reviewed the prepared resolution and will be at your meeting for any questions.

SAMPLE MOTION:

Motion to approve Resolution No. 240529-C to authorize no parking signage for improved emergency vehicle access.

**CITY OF SAUGATUCK
COUNTY OF ALLEGAN
STATE OF MICHIGAN**

RESOLUTION NO. 240529-C

**A RESOLUTION AUTHORIZING NO PARKING SIGNAGE FOR IMPROVED
EMERGENCY VEHICLE ACCESS**

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

RECITALS

WHEREAS, the City of Saugatuck's Short Term Rental Task Force ("STR Task Force") recommended a review of residential areas for installing "no parking this side of the street" signage to improve emergency service access;

WHEREAS, Section 74.07 of the City of Saugatuck Code of Ordinances and the Michigan Vehicle Code, Act 300 of 1949, authorize the City to prohibit parking in areas via the installation of official signage;

WHEREAS, the City Engineer reviewed on-street parking in residential areas and submitted a report;

WHEREAS, the Fire Department and Department of Public Works evaluated the Engineer's report, considering the challenges of balancing parking needs, narrow streets, and safety;

WHEREAS, the Fire Department highlighted Section 503 of the International Fire Code, requiring a minimum unobstructed width of 20 feet for fire apparatus access roads;

WHEREAS, the Fire Department further explained the need for unobstructed access to allow fire apparatus to pass each other during firefighting operations;

WHEREAS, it has been determined that limiting parking to one side of certain streets would significantly enhance emergency services access and public safety in the designated areas;

WHEREAS, the City Council is open to limiting parking on certain streets to improve emergency vehicle access; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Saugatuck that:

1. The City Council hereby authorizes the installation of "no parking" signs in the following locations, as recommended by the Fire Department and Department of Public Works:
 - Mason Street between Grand Street and Elizabeth Street: Parking on North side

only; No parking on South side.

- Hoffman Street between Grand Street and Elizabeth Street: Parking on North side only; No parking on South side.
- Main Street between Griffith Street and Elizabeth Street: Parking on North side only; No parking on South side.
- Mary Street between Griffith Street and Grand Street: Parking on North side only; No parking on South side.
- Grand Street between Hoffman Street and Spear Street: Parking on East side only; No parking on West side.
- St. Joseph Street between Hoffman Street and Francis Street: Parking on East side only; No parking on West side.
- Newnham Street between Lucy Street and the North End: Parking on West side only; No parking on East side.
- Francis Street between Holland Street and Elizabeth Street: Parking on North side only; No parking on South side.
- Pleasant Street from Allegan Street to State Street: No Parking on either side of the street.

2. The City Manager is hereby directed to take all necessary actions to effectuate the installation of the aforementioned signage in accordance with this Resolution.

3. This Resolution shall take effect immediately upon passage.

YEAS: Council Members: _____

NAYS: Council Members: _____

ABSTAIN: Council Members: _____

ABSENT: Council Members: _____

ADOPTED this ____ day of _____, 2024

CITY OF SAUGATUCK

BY: _____
Lauren Stanton, Mayor

BY: _____
Jamie Wolters, City Clerk

CERTIFICATION

I, Jamie Wolters, the duly appointed clerk of the City of Saugatuck do hereby certify the foregoing is a true and complete copy of a resolution adopted by the City Council at a regular meeting held _____, 2024.

Signed: _____
Jamie Wolters, City Clerk



City Council Agenda Item Report

FROM: Ryan Cummins, Interim City Manager

MEETING DATE: May 29, 2024

SUBJECT: Revocable License Agreement with 649 Pleasant Regarding Parking in the Right of Way

DESCRIPTION:

During a recent review of streets where parking should be limited for improved emergency vehicle access, a recommendation was made to not allow parking on either side of Pleasant Street.

649 Pleasant Street has no off-street parking.



Historically, 649 Pleasant Street has used a paved area of the right of way adjacent to the main travelled portion of the road:



If City Council enacts no parking on either side of the street, the owners are requesting a license agreement to park in the paved area shown above.

Staff recommends approval of the agreement:

- The license agreement will balance the need for public health and safety by having no parking on either side of the street to allow for emergency vehicle access and still provide a parking option for 649 Pleasant.
- The owners will pay for half of the cost of preparing the license agreement.
- The parking signage needed to designate the area for 649 Pleasant will be paid for by the owners.

LEGAL REVIEW:

Legal prepared the draft agreement and will be at your meeting for any questions.

SAMPLE MOTION:

Motion to **approve/deny** the Revocable License Agreement with 649 Pleasant regarding parking in the right of way.

REVOCABLE LICENSE AGREEMENT

REGARDING PARKING IN THE 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 Matthew and Kathryn Johnson, the owners of real property commonly known as 649 Pleasant Street, Saugatuck MI 49453, Parcel No. 57-514-044-00 (the “**Licensees**”).

Recitals

- A. Licensees own real property located at 649 Pleasant Street, Saugatuck MI 49453, Parcel No. 57-514-044-00 (the “**Property**”).
- B. There are no provisions for off-street parking on the Property. Historically, Licensees have parked within the Pleasant Street right-of-way at the location depicted in **Exhibit A** (the “**Parking Space**”).
- C. The City plans to prohibit public on-street parking within the Pleasant Street right-of-way due to public safety concerns.
- D. The City recognizes that it would be convenient for Licensees to continue to utilize the Parking Space, and at this juncture believes that such use could be accommodated without impacting public safety given the location of the Parking Space relative to Pleasant Street.
- E. The City is amenable to granting a revocable license to Licensees to use the Parking Space within the Pleasant Street right-of-way, subject to terms of this Agreement.

Agreement

- 1. The City hereby grants to Licensees a revocable license to use the Parking Space for the purpose of parking no more than two (2) motor vehicles in the precise location shown on Exhibit A subject to the terms of this Agreement.
- 2. Use of the Parking Space shall be limited to Licensees or their successors and shall be used solely for the purpose of parking no more than two (2) motor vehicles in the Parking Space. Aside from two motor vehicles, Licensees shall not keep or store anything within the Parking Space.
- 3. Licensees’ use of the Parking Space shall not interfere with vehicular or pedestrian traffic on the Pleasant Street right-of-way or create a safety hazard of any kind.
- 4. At all times during this Agreement, Licensees shall prominently display in the motor vehicle to be parked in the Parking Space a permit from the City in such a manner so as to be readily apparent from the exterior of the motor vehicle. Licensees acknowledge and agree that failing to prominently display such permit may result in the Licensees’ motor vehicle being ticketed or towed from the Parking Space at Licensees’ expense.

5. The City shall erect a sign in the Parking Space to discourage unpermitted parking. Licensees shall reimburse the City for the actual costs the City incurs in purchasing and erecting such signage.
6. Licensees shall maintain the Parking Space 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.
7. Licensees 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 of the placement, maintenance, existence or use of the Parking Space. The provisions of this section shall survive any termination of this Agreement.
8. Licensees' use of the Parking Space in no way creates any title, claim of right, or other property rights or interest for Licensees in any public right-of-way.
9. The license granted to the Licensees and this Agreement shall not be assigned or otherwise transferred by Licensees to any other person or entity without the City's prior written approval.
10. 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 thirty (30) days written notice of intent to revoke. Upon written notice to Licensees or their successor, mailed by regular mail to 649 Pleasant Street, Saugatuck MI 49453, Licensees or their successor shall immediately vacate the Parking Space and permanently discontinue any use of the same.
11. At the time of execution of this Revocable License Agreement, Licensees shall pay to the City half of the cost of preparation of this Agreement.

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

CITY OF SAUGATUCK

LICENSEES

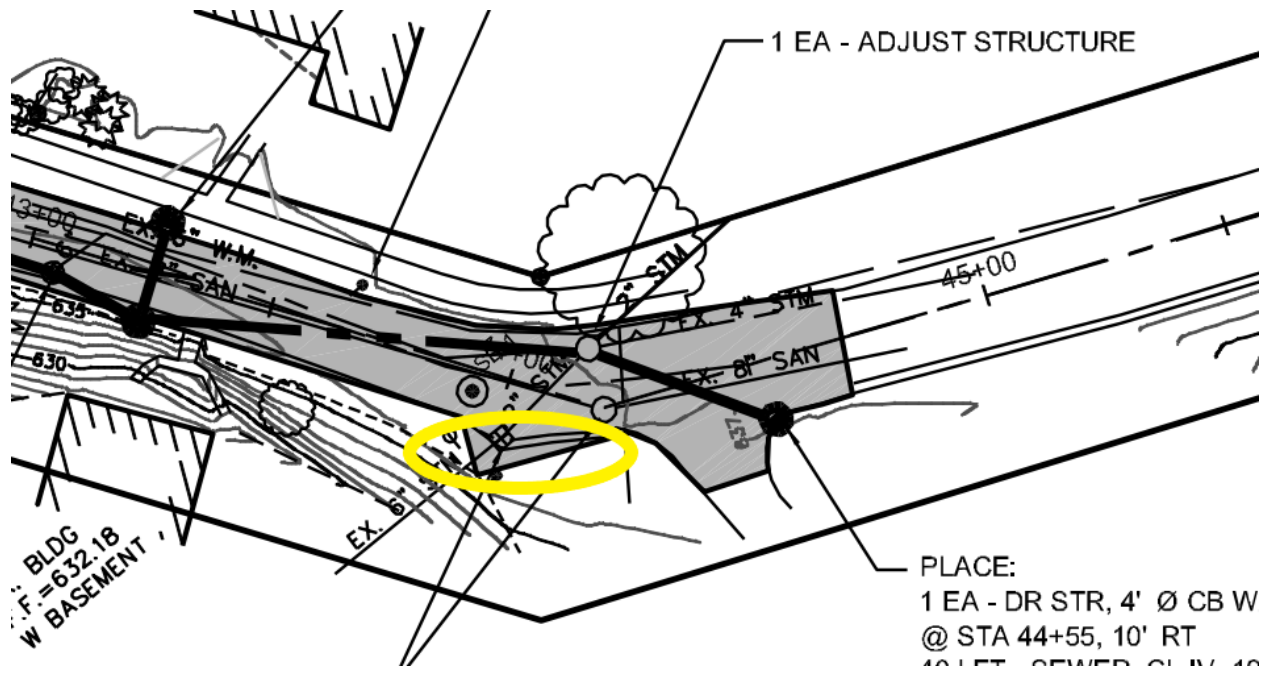
Lauren Stanton, Mayor

Matthew Johnson

Jamie Wolters, Clerk

Katheryn Johnson

Exhibit A





City Council Agenda Item Report

FROM: Ryan Cummins, Interim City Manager

MEETING DATE: May 29, 2024

SUBJECT: Agreement to Indemnify and Provide Insurance Coverage for July 5 Fireworks Display

DESCRIPTION:

The Saugatuck Douglas Area Convention & Visitors Bureau (CVB) is organizing an Independence Day fireworks display to take place Friday, July 5. The City Council previously approved a \$3,000 contribution. The City Council approved the event contingent upon the fireworks vendor and CVB listing the City as additional insured and an agreement formalizing the insurance arrangement being drafted and approved by City Council.

Douglas and the fireworks vendor, Small Town Saturday Night Fireworks (STSN) have approved the attached agreement. CVB legal is reviewing. Highlights of the agreement include:

- **Insurance:**
 - STSN Fireworks will provide \$1 million commercial liability insurance naming Saugatuck, Douglas, and CVB as additional insureds (certificate due 30 days before event).
 - CVB will provide \$2 million commercial liability insurance naming Saugatuck and Douglas as additional insureds (certificate due 30 days before event).
 - Insurance coverage will first apply to STSN Fireworks' policy and then CVB's policy.
- **Indemnification:** CVB and STSN Fireworks will indemnify Saugatuck and Douglas for any claims, damages, or losses arising from the event, regardless of fault.

LEGAL REVIEW:

Legal prepared the draft agreement and will be at your meeting to answer any questions you may have.

SAMPLE MOTION:

Motion to the Agreement to Indemnify and Provide Insurance Coverage for the July 5 Fireworks Display.

AGREEMENT TO INDEMNIFY AND PROVIDE INSURANCE COVERAGE

This Agreement to Indemnify and Provide Insurance Coverage (“Agreement”) is made this ____ day of _____, 2024 by and between the City of Saugatuck (“Saugatuck”); the City of the Village of Douglas, (“Douglas”), the Saugatuck/Douglas Area Convention & Visitors Bureau (“CVB”), and Small Town Saturday Night Fireworks, LLC (“STSN Fireworks”) (collectively, the “Parties”).

RECITALS

WHEREAS, CVB desires to contract with STSN Fireworks to facilitate a fireworks display on the Kalamazoo River on July 5, 2025, (the “Event”);

WHEREAS, Saugatuck and Douglas desire to accommodate the Event by granting the necessary approvals and contributing towards the cost of the Event;

WHEREAS, given the nature of fireworks displays, Saugatuck and Douglas possess an interest and an obligation to ensure that appropriate insurance coverage is provided for the Event and to ensure that neither Saugatuck nor Douglas will be liable for any loss or damage caused by or attributable to CVB and STSN Fireworks’ performance of the Event;

WHEREAS, the Parties desire to enter into this Agreement to clarify how insurance coverage for the Event will be provided and to establish indemnification obligations for CVB and STSN Fireworks.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

AGREEMENT

1. Cooperation: Saugatuck and Douglas shall cooperate in good faith with CVB and STSN Fireworks to review and process the necessary permissions and approvals for the Event.
2. Insurance Obligations: The Parties agree that the insurance for the Event will be provided as follows:
 - a. STSN Fireworks will provide \$1,000,000.00 in liability insurance for the Event. STSN shall be the primary insured party under that policy and Saugatuck, Douglas, and CVB shall be named as additional insureds. STSN shall provide Saugatuck, Douglas, and CVB with a certificate of insurance evidencing the same no later than 30 days before the Event, and shall provide Saugatuck, Douglas, and CVB with a copy of such policy upon request.
 - b. The CVB will provide \$2,000,000.00 in liability insurance for the Event. CVB shall be the primary insured party under that policy and Saugatuck and Douglas shall be named as additional insureds. CVB shall provide Saugatuck and Douglas with a certificate of insurance evidencing the same no later than 30 days before the Event, and shall provide Saugatuck and Douglas a copy of such policy upon request.
3. Application of Insurance Coverage: In the event of any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from the 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

the Event, the Parties agree that insurance coverage will be provided first through STSN Fireworks' liability policy and then through CVB's liability policy.

4. Indemnification: CVB and STSN Fireworks agree to defend, indemnify, and hold harmless Saugatuck and Douglas and their respective officials, agents, servants, and employees, from any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from the 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 the Event, and regardless of which claim, demand, damage, loss, cost, or expense is caused in whole or in part by the negligence of Saugatuck, Douglas, or by third parties, or by the officials, agents, servants, employees, or factors of any of them. This obligation shall survive termination of this Agreement.
5. No Waiver: No provision of the Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by Saugatuck or Douglas of any governmental immunity or any other defense that would be available under state or federal law.
6. Applicable Law: This Agreement shall be interpreted in accordance with the laws of the State of Michigan, and should any disputes, disagreements or legal actions result between the parties under this Agreement, then the law of Michigan shall apply.
7. Amendments: This Agreement may not be amended by the parties unless such amendment is in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

[Signature Page to Follow]

CITY OF SAUGATUCK

By: _____

Its: _____

Dated: _____

By: _____

Its: _____

Dated: _____

CITY OF THE VILLAGE OF
DOUGLAS

By: _____

Its: _____

Dated: _____

By: _____

Its: _____

Dated: _____

SAUGATUCK/DOUGLAS AREA
CONVENTION & VISITORS
BUREAU

By: _____

Its: _____

Dated: _____

SMALL TOWN SATURDAY
NIGHT FIREWORKS, LLC

By: _____

Its: _____

Dated: _____

CARLTON T. ASHBOURNE
a robin h bauer company

10 May 2024

The City of Saugatuck

Re: HANDI CAPABLE ACCESS ON OVAL BEACH

I thought the Council should see this photograph showing an easy access method for handi capable visitors and residents to enjoy the water and beach at Oval Beach.

Cheers.

CARLTON T. ASHBOURNE



Robin Bauer
PO Box 427
Douglas MI 4940
312.961.7722

robin@carlton-t-ashbourne.com



MARK W. LaCHEY
345 Grand Street, P.O. Box 219
Saugatuck, Michigan 49453
Telephone: (248) 867-5078
E-mail: mwlachey@gmail.com

May 17, 2024

Mayor and Members of the Saugatuck City Council,

I will attempt to keep this short. I am writing to state my full support of Ryan Cummins' application to become Saugatuck's next City Manager. During my almost two years on our city's Planning Commission, I have had considerable, direct interaction with Ryan on a myriad of issues ranging from the mundane to the controversial. In every instance, I have found him to be thorough, professional and considerate of the various viewpoints presented on virtually every issue before us (and often, hen to the City Council). Additionally, Ryan's work ethic is off the charts (just check this past month's activity report, for example), and his experience on the Grand Haven City Council additionally adds considerable weight to his credentials for this position.

Separately but equally important, Ryan, as Zoning Administrator and more recently Interim City Manager, is well versed in the uniqueness of our small town and its citizenry. I would prefer the selection of someone whose eyes are wide open and yet wants to continue serving our Community.

I really appreciate your consideration of my thoughts on this matter.

Continued best regards,

/s

Mark W. LaChey

MWL: Saugatuck City Council.ltr