CITY COUNCIL MEETING AGENDA
May 11, 2026

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

This is an in-person meeting at Saugatuck City Hall
102 Butler St, Saugatuck, MI 49453.
The meeting will also be available live, virtually on Zoom.

NOTICE:
Join online by visiting:
https://us06web.zoom.us/j/2698572603?omn=82237055254
Join by phone by dialing:
(312) 626-6799 -or-
(646) 558-8656

Then enter "Meeting ID":
2698572603

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

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Mayor's Comments**
5. **City Manager Comments**
6. **Agenda Changes** *(Additions/Deletions)*
7. **Guest Speakers**
8. **Public Comment on Agenda Items Only** *(Limit 3 minutes)*
9. **Consent Agenda:** ***(Roll Call)***
   - **A.** Approval of City Council Special Meeting Minutes – May 4, 2026. *Pg.3*
   - **B.** Approval of City Council Workshop Minutes – May 6, 2026. *Pg.6*
   - **C.** Proclamation 260511-P1: Proclamation Designating June as Pride Month. *Pg.10*
   - **D.** 2026 Street and Utility Improvements - Change Order #1. Pg.11
   - **E.** Agreement with Assessing Solutions for Professional Contractor Services. *Pg.15*
   - **F.** Proposal from Granicus for Continued Short Term Rental Address Identification and Monitoring and 24/7 Hotline. *Pg.29*
   - **G.** Revocable License Agreement for Restaurant Seating in the Public Right of Way – JW Pizza LLC (Scooters). *Pg.89*
   - **H.** Letter of Support for Allegan County Grant Application to EGLE for 640 Water Street Environmental Cleanup. *Pg.96*
   - **I.** Special Event Application – Memorial Day Parade. *Pg.99*
   - **J.** Special Event Application – Town Crier. *Pg.106*
   - **K.** Special Event – Fourth of July. *Pg. 118*

10. Approval of Accounts Payable: ***(Roll Call)***

A. Accounts payable in the amount of $140,806.09. *Pg. 131*

11. Public Hearings

12. Unfinished Business

13. New Business: ***(Roll Call)***

A. Conditional Rezoning Request – 510 Butler Street. *Pg.140*

B. Ordinance No. 260511-A - Zoning Ordinance Amendment to Update Signage Regulations to Regulate Signs in a Content-Neutral Manner. *Pg.213*

14. Staff Reports, Boards, Commissions & Committees:

A. Staff Report: *Pg.250*

1. Treasurer
2. Clerk
3. Planning & Zoning
4. Engineer
5. Police

15. Public Comments

16. Correspondence: *Pg.266*

A. Jennifer Davenport

B. Brian Elmore

C. Julie Maguire

D. Lew Wessel

E. Rosemary Johnson

F. Randall Miller

G. Catherine Simon

17. Council Comments

18. Adjourn *(Voice Vote)*

CITY COUNCIL SPECIAL MEETING
May 4, 2026

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

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

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

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

Agenda Changes: None.

Guest Speakers: None.

Public Comment on Agenda Item Only:
Chad Thurkettle
Mike Johnson
Christine Murphy
Jennifer Davenport read by Christine Newman
Hannah VanBuskirk

Discussion/ Action Items:
<u>To change the dates of the scheduled water valve work, currently planned for Tuesday, May 5 and Wednesday, May 6, 2026</u>:
The council's discussion on the scheduled Water Street water valve work centered on balancing urgent infrastructure needs with serious business and communication concerns. The valve replacement is part of a larger, council-approved Maple Street/Water Street utility project, with a contract requiring Water Street-related work to be completed by May 22, 2026, to reduce the risk of a major break during peak summer. Staff had scheduled the shutoff and resulting boil water advisory for May 5–6, 2026, based on those constraints and prior direction to complete downtown work before Memorial Day. Business owners, especially on Water Street, objected strongly to the timing because it overlaps with Tulip Time and Cinco de Mayo, which are critical revenue days for restaurants and lodging, and several testified they would have to cancel substantial bookings and lose tens of thousands of dollars in revenue. Nearly

DRAFT

all public commenters also criticized the city's communication, saying notice came only a few days before via flyers or was otherwise unclear, and they called for a tighter communication process and some form of business liaison. Council members debated whether to keep the current dates, move the work to the following week after Tulip Time, or postpone it until later. Staff cautioned that they were not prepared to answer in the meeting whether a shift to next week or later would be feasible under the contract and scheduling, and some council members warned about the risk of a catastrophic main break in midsummer if work is delayed.

Motion by Gardner, second by Peterson to change the date of the scheduled water valve work scheduled on May 5th and 6th to a date in the future less impactful to businesses and residents in the community with appropriate communication with the impacts of that work. Via roll call vote, motion carried 4-3. YES – Gardner, Muncey, Peterson, Stanton. No – Anderson, Clark, Dean.

Public Comment:
Christine Murphy
Renee Greys
Phil Suave
Laura Gustaitis Zangara
Ryan Brown
Nick Agnew
Chad Thurkettle
Tim Straker

Council Comments:
Council Member Chris Peterson thanked everyone who came and those who engaged on social media, emphasizing that this was more than a simple scheduling issue and that the size of the turnout showed how important it was. She stressed that the city "has to do better" on communication, recalled how easy it had been to work with the old business association (SADABA), and framed this decision as a starting point for improving communication going forward. He also thanked the council members who supported changing the dates.

Council Member Russ Gardner echoed Peterson's thanks and appreciation for those who contacted him over the weekend and pushed for Monday's special meeting. He said he was pleased with the council's vote and reiterated that he would rely on the city manager and staff to figure out the new dates with the contractor. He also said the city needed to own the mistake, acknowledged the communication failure, and stated he does not support hiring a full-time communications employee, but would support hiring a professional communications/PR consultant to help the city improve.

Council Member Joe Clark thanked everyone for attending and said he looked forward to putting a discussion on a future agenda about reasonable service-level expectations for communicating disruptive work, especially given all the upcoming infrastructure projects. He cautioned against starting with staffing decisions before defining what level of notice and outreach is appropriate, preferring to define standards first and then determine resources. Clark also voiced concern that the council had voted to move an important project without fully understanding the logistical implications for the broader project schedule, warned about the risk of overriding staff decisions made in the community's best interest, and urged the council to be very careful about second-guessing operational judgments by the city manager.

DRAFT

Council Member Scott Dean framed the moment as a demonstration of the "beauty of democracy," where residents come, speak, and influence decisions, and council members vote accordingly. He said he respected the outcome and the community input, even though he remains concerned about possible unintended consequences from delaying the work. He took the opportunity to mention his involvement with American Legion Post 137 and the planning for the Memorial Day parade, noting that they urgently need volunteers to help block intersections so the parade can be safe, and asked attendees to help spread the word.

Council Member Gregory Muncey thanked everyone for coming, including those who communicated via Facebook. He said he appreciates how well the council works together, even when they disagree, and emphasized that he respects prior decisions that have not gone his way while still collaborating constructively. He has been elected several terms to be a voice for the residents and noted there is a lot to learn from this meeting. He appreciated the turnout as no one "wants" to be at the meeting and viewed the day as a clear lesson in the need for better communication and everyone must do better.

Council Member Lauren Stanton echoed what others had expressed, thanking everyone for attending and communicating their concerns, because council members are there to represent the community. She noted that Butler Street work and other infrastructure projects will be even more challenging in the future and urged everyone to keep that in mind. Stanton emphasized that communication will be crucial as the city tackles those larger projects, and she expressed confidence that the city can adapt and adjust when needed. She closed by thanking the businesses for being part of the process and specifically thanked contractor Superintendent Chad Thurkettle from Schippers Excavating Inc. for attending and listening, since the city depends on the contractor to get the work done.

Mayor Holly Anderson closed by picking up on comments from the public comment about governance structure, reminding everyone that council and school boards are policy-making bodies, while implementation and day-to-day decisions belong to administrators such as the city manager and staff. She stated that by directing staff to reschedule the project, the council had overruled the staff's operational judgment, which she believes is not council's role and sets a bad precedent for the city. Holly said this effectively tells staff to do their best work and then accept being overruled, which she described as "not good government." She did affirm that she respects how well the council generally works together despite disagreements.

Adjournment:

Motion by Muncey, second by Peterson to adjourn the meeting. Upon voice vote, motion carried unanimously. Mayor Anderson adjourned at 10:10 a.m.

Respectfully Submitted

_____

Jamie Wolters, City Clerk

DRAFT

CITY COUNCIL WORKSHOP MEETING MINUTES
May 6, 2026
The City Council met for a Workshop Meeting at 4:00 p.m.
City Hall
102 Butler St., Saugatuck, MI 49453.

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

Attendance:
Present: Mayor Anderson, Mayor Pro Tem Clark and Councilmembers Dean, Gardner, Muncey, Peterson and Stanton.
Absent: None.
Others Present: City Manager Cummins, Attorney Witte, Attorney Cunningham, Zoning Director Moore, Treasurer Bredeweg, and Clerk Wolters.

Agenda Changes:

Motion by Dean, second by Muncey to add Mr. Tringali to the agenda to discuss 534 St. Joseph Street. Via roll call, Motion failed 1-0. No – Anderson. No other votes. Required a unanimous yes vote.

Motion by Dean, second by Muncey to add Mr. Tringali and Mr. Madava to the next workshop meeting agenda. Via roll call vote, motion carried unanimously.

Public Comment on Agenda Items Only: None.

Approval of Minutes:
Regular City Council Meeting Minutes – April 27, 2026:

Motion by Dean, second by Stanton to change the meeting minutes, the city manager's comments on "gate balls" that should be "gate valves" and in the mayor's comments to correct the spelling of Bobby Gunn's last name to Guant. Via roll call vote, motion carried 6.0. Abstain – Peterson.

Guest Speaker: None.

Discussion Items:
Conditional Rezoning Request – 510 Bulter Street:
Zoning Director Grayson Moore presented the conditional rezoning request for 510 Butler Street / Wickwood Inn and the associated combined parcel including 120 Mary. He explained that the owners are requesting rezoning from R4 City Center Transitional Residential to C2 Water Street East so they

can expand operations beyond what is allowed for a bed and breakfast establishment, while offering voluntary conditions to limit intensity. He noted both parcels are currently R4 and surrounded by a mix of Water Street East commercial zoning and other transitional residential properties; however, the Tri-Community Master Plan designates this area for medium- to high-density residential, so the request represents a deviation from the future land use map. Moore walked through the process: the Planning Commission held a public hearing on the January set of volunteered conditions (limiting principal uses, capping event attendance at 125 people, and keeping lot coverage at 27% instead of the 65% allowed in C2, plus using R4 dimensional standards) and then recommended denial, citing concerns that the intensity of use, number of event attendees, and parking demand could negatively affect nearby residential blocks and would extend commercial activity farther from Water Street before the master plan update is complete. He also described a later, more restrictive April conditions proposal (including reducing event size to 75 attendees, adding hours-of-operation limits, tighter controls on kitchen and dining expansion, and additional noise/operational constraints), but clarified that the applicant withdrew those April conditions at the Planning Commission meeting to avoid triggering a new public hearing and reverted back to the less restrictive January conditions. Because only the January conditions were formally before the Planning Commission, Moore emphasized that Council is being asked to act on those original, less restrictive conditions, and he summarized the Planning Commission's core concerns: compatibility with the surrounding residential neighborhood, evolving and uncertain scope of the proposal, enforcement and "runs with the land" issues if ownership changes, and the desire to address Butler Street's long-term use and intensity through the upcoming master planning and zoning text amendments, rather than through a piecemeal conditional rezoning.

Vice President Chris Khorey of McKenna explained that Wickwood is a small, historic, boutique inn that wants modest operational changes: the ability to serve alcohol, host some events with non-guests, and offer limited, reservation-only dining to the public during shoulder seasons, while remaining small-scale and preserving the residential character of the property. To do this, they are requesting a conditional rezoning from R4 to C2 Water Street East, combined with voluntary conditions that would bar high-intensity C2 uses (like theaters and amusement uses), cap lot coverage at 27% so buildings can't expand, and keep R4-style residential standards for setbacks, height, lighting, and signage. He acknowledged Planning Commission concerns about intensity and precedent and noted that the owners drafted more restrictive April conditions (such as cutting event size to 75, limiting hours, and freezing kitchen/dining size) but pulled them back only to avoid delaying the process into peak season; he said Wickwood still supports those tighter limits and would accept them later as part of a hotel/inn special land use if Council approves the rezoning.

During discussion of 510 Butler Street (Wickwood Inn), Council members generally praised the property's quality and its value to the community but expressed significant caution about changing the zoning. Several members, including emphasized the importance of respecting the Planning Commission's unanimous recommendation of denial, noting that the proposal could be precedent-setting in a sensitive transitional area between downtown commercial and residential neighborhoods. Concerns echoed the Planning Commission's: whether expanding commercial intensity farther up Butler is compatible with surrounding homes and short-term rentals; increased parking and traffic impacts from larger events; enforcement challenges for conditions that "run with the land" if the property is sold; and potential fairness/competitive issues if one inn is effectively allowed to operate more like a hotel or event venue while other B&Bs are still tightly constrained. Council

members questioned how the proposed voluntary conditions would work in practice, whether they might invite similar requests from other properties (e.g., other inns seeking events and alcohol service), and how this fits with the ongoing master plan update, which they prefer to use for setting long-term policy on Butler Street rather than handling major changes parcel by parcel. At the same time, Council acknowledged staff's view that a more restricted set of conditions—closer to the unreviewed April proposal—might eventually be compatible, and they encouraged the applicant to keep working through the Planning Commission, possibly via revised conditions or broader zoning text changes (such as adjusting the bed-and-breakfast category or creating a "boutique inn" type) that would apply more consistently citywide.

Zoning Ordinance Amendment to Update Signage Regulations to Regulate Signs in a Content-Neutral Manner:
City Attorney Trent Cunningham presented the revised sign ordinance amendments as the product of prior Council direction and extensive Planning Commission work. He explained that the draft is intended to (1) bring the code into compliance with constitutional requirements by removing content-based regulations, and (2) simplify and reduce unnecessary permitting.

Council's discussion focused heavily on sandwich board (A-frame) signs. Members questioned whether a permit should really be required when a business places a sandwich board on its own private property, as opposed to in the public right-of-way. They noted that many downtown businesses currently use sandwich boards (often for hours and specials), and that, in practice, many may be unaware a permit is required under the existing ordinance. There was concern about creating a sudden wave of new permitting and about fairness and enforcement. At the same time they emphasized public-safety needs: maintaining the required five-foot unobstructed sidewalk clearance during peak season and avoiding trip hazards or crowding. Cummins and Moore described the current, largely education-first enforcement approach, acknowledged gaps in past permitting, and outlined a plan to pair any new requirements with better communication—such as including sign information in the annual business license renewal and using the existing business-license database for outreach. By the end of the discussion, there was clear consensus on Council to revise the draft so that no permit is required for sandwich board signs located entirely on private property, while retaining permit and review requirements when a sandwich board is placed in the right-of-way. Cunningham confirmed he would make that change before the ordinance returns to Council for action.

Public Comments: None.

Council Comments:

Councilmember Stanton raised a final question about the sign ordinance, asking whether any existing business signs that might not conform to the new standards would be "grandfathered" in. She also expressed appreciation for City Manager Cummins's communication with the business community, specifically praising the recent letter that went out to local businesses.

Councilmember Muncey echoed thanks to City Manager Cummins for sending a clear, well-toned message to business owners and for acknowledging that communication can always be improved. He then highlighted the upcoming Mother's Day weekend and promoted the Mother's Day Marketplace at Back to the Fuchsia Flower Shop across from the post office, inviting people to stop by Friday–Sunday

for hanging baskets, plants, and floral arrangements.

Councilmember Dean joined in commending City Manager Cummins for the quality of his outreach email to businesses. He thanked the Clerks for successfully administering the recent election and recognized Mayor Anderson for volunteering at the polls. He also thanked staff for paying for the Memorial Day wreath that will be used at the park's remembrance ceremony.

Councilmember Clark wished everyone a Happy Mother's Day, reiterated his appreciation for Cummins's business-outreach letter, and said the tone and content were very well received. He closed by saying he looked forward to seeing everyone at the next regular council meeting.

Councilmember Gardner reported that at least one business owner had personally thanked him for the city's improved communication, citing Cummins's letter as an example. He echoed praise for the communication effort and extended Mother's Day greetings as well.

Councilmember Peterson said she agreed with the comments already made and noted that two different people had contacted her specifically to praise Cummins's message as the best-toned communication they had received from the city. She added, in reference to Mother's Day, that the holiday should involve "chocolate and flowers."

Mayor Anderson added thanks to Clerk Wolters, Deputy Clerk Williams, and all the election inspectors for their work on the recent election, saying it was impressive to watch the election team in action. She briefly revisited an earlier procedural decision, explaining that she chose not to add a substantive short-term rental discussion to the agenda at the last minute because significant items like that should not be taken up without clear public notice.

Adjournment:

Motion by Muncey*, second by Dean to adjourn the meeting. Upon voice vote, motion carried unanimously. Mayor Anderson adjourned the meeting at 5:42 p.m.*

Respectfully Submitted

_____

Jamie Wolters, City Clerk

DRAFT

CITY OF SAUGATUCK
COUNTY OF ALLEGAN
STATE OF MICHIGAN

PROCLAMATION NO. 260511-A

MAYOR'S PROCLAMATION:
"A PROCLAMATION DESIGNATING JUNE AS PRIDE MONTH"

WHEREAS, the City of Saugatuck supports the rights of every citizen to experience equality and freedom from discrimination; and

WHEREAS, all people regardless of age, gender identity, race, color, religion, marital status, national origin, sexual orientation, or physical challenges have the right to be treated on the basis of their intrinsic value as human beings; and

WHEREAS, in support of the city's commitment the City of Saugatuck Non-Discrimination Ordinance was approved by City Council on August 27, 2007; and

WHEREAS, the City of Saugatuck accepts and welcomes people of diverse backgrounds and believes a diverse population leads to a more vibrant community; and

WHEREAS, the Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ+) communities contribute to the cultural, civic and economic successes of the City of Saugatuck; and

WHEREAS, while we as a society at large are slowly embracing new definitions of sexuality and gender, we must also acknowledge that the need for education and awareness remains vital to end discrimination and prejudice; and

NOW, THEREFORE, BE IT RESOLVED, I, Mayor Holly Anderson and the members of the Saugatuck City Council hereby proclaim June 2026 as Pride Month in the City of Saugatuck, Michigan and encourage our residents to reflect on the ongoing struggle for equality members of the LGBTQ+ community face and celebrate the contributions that enhance our city.

BE IT FINALLY RESOLVED, the City of Saugatuck will display, as a form of government speech, the Pride Flag at Saugatuck City Hall from June 1 through June 30 in acknowledgment of LGBTQ+ Pride Month and to celebrate diversity and inclusion.

Signed: _____ Dated_____
Holly Anderson, Mayor

Signed:_____ Dated_____
Jamie Wolters, City Clerk

City Council Agenda Item Report

FROM: Ryan Cummins, City Manager

MEETING DATE: May 11, 2026

SUBJECT: 2026 Street and Utility Improvements - Change Order #1

DESCRIPTION:

On February 9, City Council awarded a bid for 2026 Street and Utility Improvements to Schippers Excavating. The agreement contained a milestone to complete the Water Street watermain valve work by May 22, 2026.

On May 4, after hearing concerns about planned work on May 5 and 6, City Council passed a motion to change the dates of the Water Street watermain valve work to dates and times that are less impactful to residents and businesses, with appropriate advance notice.

Change Order #1

Based on the assessment of our engineers, contractor, and staff, completing this work the week of May 11 or May 18 would create greater impacts. As a result, staff is requesting City Council approval of a change order to move this work to a window between October 5 and October 23, 2026.

Unfortunately, we cannot eliminate all disruption associated with this type of infrastructure work. While we don't have specific dates this far out, we are aiming for the work to occur on a Monday/Tuesday and avoid the weekend. We will do our best to provide 7 days advance notice.

There is a risk to moving the dates of this work. The valve work was intended to proactively add valves to the system so that future outages will be much more limited in scope. If there is a watermain break before this work occurs, a larger area will be impacted.

Why Not November?

Our engineers, contractor, and public works staff have advised that completing this work in November carries a significant risk of not being able to obtain asphalt for proper road restoration. This could result in major intersections remaining gravel through the winter,

creating plowing challenges and increasing the risk of damage from freeze/thaw cycles. October provides a more reliable construction window to complete the work properly.

LEGAL REVIEW:
N/A at this time.

SAMPLE MOTION:
Motion to approve change order #1 for the 2026 street and utility improvements project.

CHANGE ORDER NO.: 1

Owner:	City of Saugatuck	Owner's Project No.:	N/A
Engineer:	Fleis & VandenBrink	Engineer's Project No.:	859772
Contractor:	Schippers Excavating	Contractor's Project No.:	N/A
Project:	2026 Street and Utility Improvements		
Contract Name:	N/A		
Date Issued:	May 11, 2026	Effective Date of Change Order:	May 11, 2026

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

Description: This Change Order modifies the Milestones in Section 4.03 of the Agreement as such:

4.03 Milestones

A. Parts of the Work shall be substantially completed on or before the following Milestones(s).
   1. Milestone 1: All work on Mary Street, Coghlin Park, Wicks Park, Francis Street and Spear Street shall be completed on or before **May 22, 2026**.
   2. Milestone 2: All work on Water Street (valve installation and associated work) shall be completed between **October 5, 2026** and **October 23, 2026**.

Remobilization costs will be addressed on a subsequent change order once those costs are known, based on the Contractor's progress in other areas of work at the time of Milestone 2.

Attachments: None

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ 4,334,036.50	Original Contract Times: Substantial Completion: 11/13/2026 Ready for final payment: 5/27/2027
Increase (Decrease) from previously approved Change Orders No. N/A to No. N/A: $ 0.00	Increase (Decrease) from previously approved Change Orders No.N/A to No. N/A: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price prior to this Change Order: $ 4,334,036.50	Contract Times prior to this Change Order: Substantial Completion: 11/13/2026 Ready for final payment: 5/27/2027
Increase (Decrease) this Change Order: $ 0.00	Increase (Decrease) this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: $ 4,334,036.50	Contract Times with all approved Change Orders: Substantial Completion: 11/13/2026 Ready for final payment: 5/27/2027

	Recommended by Engineer (if required)	Authorized by Contractor
By:		
Title:	Peter Tierney, PE, Project Manager	Trevor Moelker, Project Manager
Date:		

	Authorized by Owner	Approved by Funding Agency (if applicable)
By:		N/A
Title:	Holly Anderson, City Mayor	
Date:		

City Council Agenda Item Report

FROM: Ryan Cummins, City Manager

MEETING DATE: May 11, 2026

SUBJECT: Agreement with Assessing Solutions for Professional Contractor Services

DESCRIPTION:

In June 2021, City Council approved a five-year agreement with Assessing Solutions, Inc. to provide assessing services to the City.

Under the agreement, Anthony Meyaard serves as the City Assessor and Don Jollay serves as Deputy Assessor. Mr. Meyaard brings significant experience to the role, including service as equalization director for several counties and assessor for multiple cities and townships. Assessing Solutions has provided assessing services to Saugatuck Township since 2019 and has recently been contracted to provide assessing services for Laketown Township and the City of the Village of Douglas.

Staff is recommending approval of a five-year renewal agreement. A copy of the proposed agreement is attached. Compensation under the agreement remains unchanged, with annual adjustments tied to the Michigan State Tax Commission inflation rate multiplier. Other provisions of the agreement remain substantially the same, with the exception of revisions to the indemnification language.

LEGAL REVIEW:

Legal has reviewed and their recommended revisions are incorporated.

SAMPLE MOTION:

Motion to approve the agreement for professional contractor services with Assessing Solutions, Inc.

Web: assessingsolutions.com
Email: info@assessingsolutions.com
Phone: 616-836-6720

AGREEMENT FOR PROFESSIONAL CONTRACTOR SERVICES

THIS AGREEMENT ("Agreement"), made and entered into this 1st day of July, 2026, by and between the **CITY OF SAUGATUCK**, 102 Butler St., Saugatuck Michigan 49453, hereinafter referred to as **"CITY,"** and Assessing Solutions Inc, 53710 Pulver Road, Three Rivers Michigan 49093, hereinafter referred to as **"CONTRACTOR."**

WITNESSETH:

WHEREAS, it is the intent of the City to retain Contractor to perform the duties as its certified assessor as an independent contractor.

WHEREAS, Contractor retains qualified personnel with the proper State certification to act in that capacity for and on behalf of the City; and

WHEREAS, the parties wish, by this Agreement, to define their respective rights and responsibilities during the term of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein expressed, **IT IS HEREBY AGREED** by and between the parties hereto as follows:

SECTION I: BASIC SERVICES OF THE CONTRACTOR

The following are deemed services or requirements included in the compensation of the Contractor under Section III - Payment unless otherwise stated:

1.1 Performance By Appointed Assessor:

By approving this Agreement, the City Council is appointing Anthony E. Meyaard MMAO as the City Assessor and Don Jollay MAAO as the Deputy Assessor. It is the parties' intent that Mr. Meyaard be employed solely by Contractor. Contractor's obligations under this Agreement shall be performed by Anthony E. Meyaard and other Contractor staff unless otherwise provided in this Agreement or unless consented to in writing by the City Manager. Contractor shall ensure that Mr. Meyaard has and maintains assessor certification at at least the level of a Michigan Master Assessing Officer during the term of this Agreement.

1.2 General Duties:

The Contractor shall be required to perform all duties of an assessor pursuant to Michigan statutes and laws, and all other rules and guidelines established for the proper performance of said position, and as same may be from time to time amended, while this agreement is in effect, and shall conduct and perform same in accordance with all applicable standards of professional conduct required of such assessors. Said duties shall include, but not be limited to, any and all requirements made effective or promulgated under Michigan Public Act 415 of 1994. In the event material changes in the laws, statutes, rules, guidelines during the term of this Agreement result in a substantial additional work burden on the Contractor, then the Contractor and City shall renegotiate the

compensation paid pursuant to the terms and provisions of this Agreement. For purposes of this paragraph, the term "substantial additional work burden" shall be determined to exist by mutual agreement of the parties to this Agreement, provided, in the event the parties cannot agree as to whether a substantial additional work burden has been imposed upon the Contractor, then the parties shall select a mutually agreeable mediator who shall make such determination and whose determination shall be final, however, said mediator shall not have authority to establish the amount of additional compensation, if any.

1.3 Office Hours:

During the term hereof, the Contractor shall maintain sixteen (16) office hours per month at the Saugatuck City Municipal Building at the above address, as follows:

A. The Contractor shall devote eight (8) hours every other week to maintaining office hours at the City office for public appointments. The parties shall specifically agree upon a regular schedule for the maintenance of such office hours.
B. Days spent at the Small Claims Division of the Michigan Tax Tribunal shall not count as office days.
C. If specified office days of the Contractor fall on a day recognized as a holiday to City employees, then it will be recognized as a holiday by the Contractor, However, an alternate day agreeable to both parties may be substituted.

1.4 Public Relations/Customer Service:

The Contractor shall work with and advise property owners in the ad valorem taxation system in an attempt to eliminate adversarial situations and establish positive public relations. The parties acknowledge that holding specific office hours for the public is valuable in the process of providing high quality customer service. The City wants to ensure that members of the public and City staff that need information from the Contractor, or wish to speak to Contractor, are able to do so on a relatively convenient basis. In that regard, in addition to the hours specified in Paragraph 1.3, the Contractor agrees to meet with or contact residents and City staff members beyond normal office hours as appropriate to address their tax assessment-related concerns. Phone calls and answers to e-mails and faxes will be responded to in a timely manner, expected within 24 hours of receipt by the Contractor.

1.5 New Construction/Loss Adjustment:

During the term of this Agreement, the Contractor shall physically observe all new construction and real estate improvements through cooperation with the Zoning Administrator and will review all building permits. The Contractor shall obtain copies of the building permits from the Building Department. Likewise, the Contractor shall physically observe damaged or destroyed properties with respect to the making of any loss adjustments as shall be necessary in the performance of their duties. To assist with this requirement, the City shall also supply the Contractor with a copy of all fire calls involving improved properties with permanent parcel number attached.

1.6 Economic Condition Factors (ECF):

During the term hereof, the Contractor shall review and prepare new land values and economic condition factors (ECF) by areas and apply these factors to property records so that the current assessment is reflected as 50% of true cash value on the assessment record.

1.7 "Proposal A" Requirements:

The requirements of Michigan Public Act 415 of 1994 and all related property tax reform legislation amendments and updates shall be followed and monitored as required. This includes by example, but is not limited to, the filing of all associated reports and forms to fulfill the following requirements:

A. Approve or deny homestead and agricultural exemptions;
B. Track property transfer affidavits, matching them with deeds within 45 days of being filed;
C. Apportion the homestead portion of a combination-use building;
D. Determine the homestead status of parcels resulting when homestead parcels are split or combined; and
E. Calculate both assessed and tentative taxable values for all parcels, taking into consideration losses, new construction and replacement in any given year.

1.8 Assessment Roll Preparation and Records:

The Contractor shall enter the assessments onto the Ad Valorem assessment roll, specific tax rolls (IFTs, OPRAs, PILTs, TIFs, Tool & Die Renaissance Recovery Zone, Outside District Fire Roll, etc.), and special assessment rolls or other special assessment rolls and prepare the warrant authorizing the collection of taxes by the City Treasurer. Contractor shall prepare, obtain and maintain, as necessary or desirable, such property cards, photographs, measurements, sketches, records and documents to meet all requirements set by the City and/or the State of Michigan regarding such assessment rolls and shall organize same on a basis that will provide easy access and comprehension of the information contained in each respective file and regarding each respective roll.

1.9 Annual Reports:

The Contractor will prepare a report annually summarizing the entire year that shall advise the City of the overall activities, progress, problems and corrective measures regarding the various aspects of the duties of the Contractor under this Agreement if requested. The City shall have the right at any time to require the Contractor to make available to the City, within 48 hours of notice being provided, all records and documents developed and maintained by the Contractor under the terms of this Agreement for review and audit. All time spent in the preparation and presentation of such reports or in gathering and making information available to City by the Contractor shall be deemed a part of the services contracted under the terms and provisions of this Agreement.

1.10 Board of Review:

The Contractor shall have staff available for each of the two (2) March Board of Review sessions. (In the event the City chooses to hold additional meetings, the Contractor may choose to have a certified staff member in attendance in their absence.) March Board of Review sessions shall be scheduled as provided in the City's resolutions, within the time limits prescribed by law.

The Contractor shall provide adequate information to the Board of Review members as to how the assessments, capped and taxable values were determined to allow them to determine how best to decide a taxpayer's appeal; such information shall include the following:

A. Sales map indicating all neighborhood increases or decreases
B. Sales "comparable" book to include the following:

1. Current picture
2. Sales price versus assessment at time of sale
3. Building permits issued before or after the sale.

The Contractor shall also attend and serve as secretary at the March, July and December Boards of Review. If the Contractor is unable to attend the July and December Boards of Review, the Contractor must supply the City Clerk with a written agenda for the Board of Review that contains the reasons for all recommended adjustments.

1.11 Sales and Appraisal Studies:

The Contractor shall prepare sales studies using available data and evaluate all equalization and/or appraisal studies and respond as appropriate.

1.12 Forms:

The Contractor shall file all forms fully completed with the Allegan County Equalization Department, State Tax Commission and other agencies and entities, as required, in a timely manner.

1.13 Defense of Appeals:

This Section shall apply to real and personal, IFT and ad valorem property tax appeals.

The City shall retain ultimate control of all litigation and settlement negotiations and Contractor shall operate under the direction of the City in any litigation regarding a tax appeal, including appeals to the Small Claims Division.

Any appeal to the Tax Tribunal may result in the City obtaining competent legal counsel at its expense. If counsel shall desire the assistance of the Contractor in the defense of such appeals, additional fees for preparing necessary appraisals and/or consultation shall be reviewed in advance by the City and agreed upon on a case-by-case basis. The City may choose to retain the Contractor to prepare this report or may employ another firm to prepare a supportable and defensible report.

The Contractor shall defend all appeals to the Small Claims Division of the Michigan Tax Tribunal. This shall include, but not be limited to, filing necessary petitions, preparing and submitting such material, statistics and other information as is necessary to properly defend any such appeal, and appearing at all hearings and meetings as are required for the purpose of defending said appeal. City hereby authorizes Contractor, subject to approval by the City manager, to settle any appeal where Contractor deems it appropriate or advisable. All the foregoing regarding appeals to the Small Claims Division is deemed to be included the services compensated pursuant to the terms and provisions of this Agreement.

In all other potential appeals to the Michigan Tax Tribunal or State Tax Commission, Contractor shall provide as part of the services included under the terms and provisions of this Agreement such time and effort as is necessary to properly provide to City information, documents, analysis and advice as may be required in the determination of the Contractor or the City to forestall the formal filing of an appeal or to settle a disputed case up to the date of the filing of a petition appealing a decision of the City or any of its agencies or boards to the Michigan Tax Tribunal or State Tax Commission. After the filing of said petition, the Contractor shall make the appointed assessor available to the City for such further assistance as is required by the City in the defense of such appeal. The Contractor shall make the appointed assessor available as an expert witness on behalf

of the City in any proceedings. Mileage expenses for out-of-City travel required for appearance at Tax Tribunal hearings or State Tax Commission hearings shall be reimbursed at the rate per mile recognized by the Internal Revenue Service's allowance for business use of an automobile. In the event of the termination of this Agreement and the necessity for the services of the Contractor for purposes of consulting, review of information, analysis or expert testimony after the date of termination, the Contractor shall make the appointed assessor available, notwithstanding the termination of this Agreement, for assistance in the defense of such appeals, provided, same shall not apply to appeals filed in the Small Claims Division of the Michigan Tax Tribunal. Contractor shall keep the City Manager informed of appeals and provide the City Manager with any recommendation regarding said proceedings, the manner in which same are to be handled, any proposed settlement and like advice if needed.

The provisions of Paragraph 1.13 regarding appeals shall be and are hereby incorporated regarding any appeal of a personal property tax assessment.

1.14 Reappraisal Program:

This contract shall include annual inspection of 20% of the properties in each class. Should the City desire all properties to be re-inspected in less than a 5-year timeframe, there may be additional charges as well as a contract addendum pursuant to Section 5.1.

1.15 Personal Property Statements, Canvas and Audits:

The Contractor shall prepare and maintain the mailing list for personal property tax statements and maintain records for personal property including data entry and calculation of depreciated values and their extension within each statement. The Contractor shall conduct a personal property canvas to ensure equity among business owners within the City. The Contractor is required to perform random personal property audits when warranted by questionable data or lack of submitted data.

1.16 Equalization Increases:

The Contractor shall strive to eliminate across-the-board increases in property values by applying any increases received through the Allegan County Equalization Department to appropriate areas by using the economic condition factors hereinabove described, by adjustment of individual property assessments to 50% of true cash value, or as required by the State Tax Commission, in order to achieve maximum equity by class, and in accordance with the latest laws and regulations then in force. The Contractor shall represent the City when requested by the City Manager by attending any annual Allegan County equalization meetings.

1.17 Land Division Applications:

The Contractor shall assist the City Zoning Administrator in reviewing land division applications.

1.18 Transportation and Equipment:

The Contractor shall provide all necessary transportation and field equipment to perform the services and meet the requirements of this Agreement.

1.19 Indemnification/Employment:

The parties hereto acknowledge that all personnel, except any current employees of the City, that may or might be utilized by the Contractor in the performance of its duties hereunder shall, for all

purposes, be considered employees of the Contractor and not employees of the City. The Contractor shall be responsible for Workers' Compensation, Unemployment Compensation, state and federal withholding and payment of personnel. The Contractor shall indemnify the City and hold the City harmless from any claim, cause of action or other liability that may or might arise by virtue of any claim of any employee of the Contractor relating to his/her employment by Contractor.

1.20 Tax Increment Finance Authority:

The Contractor shall be responsible for the recording of any property value changes, new or loss, on the ad valorem assessment roll, specific tax rolls (IFTs, LDFA, Commercial Rehab. District OPRAs, PILTs, TIFs, Tool & Die Renaissance Recovery Zone, Outside District Fire Roll, etc.) and special assessment rolls relating to the designation of properties as within the Downtown Development Authority (DDA) District boundaries.

1.21 Contractor's Recommendations:

On or before December 31, 2026, at the City manager's request, and each year thereafter, the Contractor shall prepare written recommendations and conclusions regarding the current state of the City's assessment rolls, by class, together with specific recommendations concerning actions which, in the opinion of the Contractor, should be taken in order to achieve maximum equity in the assessment rolls and compliance with all State Tax Commission rules, regulations and guidelines. Such report shall be submitted to the City manager for his review. Preparation and submission of such recommendations shall be a part of the Basic Services to be performed by the Contractor under this Agreement.

1.22 Security of Information:

If any documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications or other products or materials are held in the possession of the Contractor outside of the City offices, then Contractor shall be under an affirmative duty to provide adequate security to safeguard said materials from fire, theft and other hazards of a like nature or type, while same are in possession of the Contractor. This may include, but not be limited to, providing for a fireproof safe or vault in which to store same, preparing and holding duplicates of same in the possession of the Contractor, but separately or providing same to the City for possession. Said security measures shall be deemed a part of the Basic Services to be provided hereunder as part of the costs to be borne by the Contractor.

1.23 Additional Services:

The Contractor is responsible for determination and preparation of special assessment rolls for City projects such as sewer, street, sidewalk, drain, etc. The Contractor shall report outstanding special assessments, properly completed, on forms required by the State Tax Commission, and same shall be deemed part of the services required by this Agreement. The Contractor will coordinate with the Zoning Administrator for assigning street addresses.

SECTION II: TERM OF AGREEMENT

2.1 Contract Period:

The Contractor shall commence performance of the services herein required on July 1, 2026. Unless sooner terminated, this Agreement shall, by its terms, expire June30, 2031.

2.2 Mutual Right of Termination:

Either party may terminate this Agreement upon ninety (90) days written notice to the other. This right of termination is specifically exercisable at the sole discretion of either party, and requires no just cause or other reason or justification for the exercise thereof. The effective date of such termination shall be ninety (90) days from the date of mailing of such notice by certified mail/return receipt requested.

2.3 Termination for Cause or Breach:

Notwithstanding anything to the contrary on this Agreement, either party may immediately terminate this Agreement in the event of material breach by the other. In such case, either party may seek such remedies as shall be available, at law or equity.

2.4 Notice of Termination:

Upon receipt of notice of termination or upon termination of this Agreement by expiration of its term, the Contractor shall immediately deliver to the City copies of all data, paper and computer files, drawings, specifications, reports, value estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the Agreement, whether completed or in process and same shall be in unaltered form, readable by the City. In the event of the failure or refusal of the Contractor to forthwith deliver the above referenced materials, documents and files, City may seek a Circuit Court order compelling the production of same forthwith, and the Contractor herein expressly waives notice of hearing thereon agreeing that a mandatory injunction may immediately issue due to the fact that the failure to receive the stated materials, documents and files will result in irreparable harm to the City without leaving the City an adequate remedy at law, thereby entitling the City to an immediate judgment in its favor in this regard. City shall be entitled to damages from Contractor for any information, materials or documents which are turned over to City in unusable or altered form.

2.5 Amendment/Renegotiation:

Nothing herein contained shall be construed to limit or abrogate the rights of the parties to modify or amend this Agreement at any time hereafter, provided however, that no such amendment or modification shall be effective unless in writing and duly executed by both parties hereto, through their authorized representatives.

If the Agreement is not renewed or extended prior to its expiration date, and the City desires to have the Contractor continue on a month-to-month basis, the fee will be that which existed for the final month of the previous term plus the rate of inflation (consumer price index), being June 30, 2031.

SECTION III: PAYMENT

3.1 Compensation for Basic Services:

During the term of this Agreement, which shall be from July 1, 2026 - June 30, 2031, unless sooner canceled or terminated under the provisions of Section II herein, the City agrees to pay to the Contractor for performance of the Basic Services set forth in Section I of this Agreement as follows:

During the period July 1, 2026 through June 30, 2027, the sum of $37,300 per year at a rate of $3,108.33 per month.

For each year thereafter the compensation will be increased by the Consumer Price Index (CPI) as set forth by the STC for the applicable year rounded to the nearest hundred. In the event the CPI is less than 1.0000 the compensation will remain the same as the prior year. This will ensure contract costs are not increasing at a rate greater than what the City will see in property tax revenue increases.

3.2 Proration of Payments on 90-Day Termination:

In the event this Agreement is terminated pursuant to Paragraph 2.2, City shall pay Contractor to the date of termination on a prorated daily basis for any part of a month for which services have been rendered by Contractor and for which no compensation has been received.

SECTION IV: CITY RESPONSIBILITIES

4.1 Basic Data:

The City shall provide access to Contractor to property description files as currently exist as of the date of execution of this Agreement, containing initial information such as property number, legal description, owner and address information, as well as all data that the City may possess concerning such properties (i.e. measurements, sketches, photographs, etc.).

4.2 Office Equipment:

The City shall provide the Contractor with appropriate tax parcel maps, office space and furniture, telephone, personal computer, printers, copying machine, fax machine, and office supplies (as defined in Paragraph 4.5) as reasonably needed during the duration of this Agreement. Contractor acknowledges that some of the equipment (i.e. fax, printers, copying machine) is shared among all administrative office personnel, and the Contractor will not have exclusive use of such equipment.

The Contractor shall have access to the City's computer network for the use of the following software products: BS&A Equalizer Assessing & Tax Modules and Microsoft Office applications. The City's Internet website will also have available on-line to the Contractor and the public the property record cards, digital photographs and tax payment information. The Contractor shall not use any other software within the City's network or download or upload any software to the City's network, except with the City's prior written approval. The Contractor shall be liable for any adverse consequence upon the City's computer network or function caused by any software introduced in the network by the Contractor without prior written consent of the City. Further,

Contractor shall be liable for any act of negligence on the part of the Contractor in creating or causing an adverse consequence to the City's computer network.

The Contractor agrees that City equipment shall be used only for the purposes of fulfilling Contractor's obligations under this Agreement and shall not be used for personal reasons or to conduct other business not authorized under this Agreement.

4.3 Computer:

The City shall supply computer hardware, software and peripherals necessary to fulfill the Contractor's duties under this Agreement. The City will maintain the hardware, software and peripheral equipment through a regular maintenance program. The City will back up the system on a daily basis. Any data loss not due to the negligence of the Contractor as a result of hardware or software malfunction will be replaced at the City's expense.

4.4 Map Maintenance/Tax Roll Printing:

The Contractor shall assume the responsibility for preparing the assessment notices, which will print and mail the assessment change notices during the term of this Agreement. The Contractor shall be provided digital parcel maps. The Contractor shall utilize such maps to develop and maintain land value maps showing dates of property sales, sale amounts and ratio to the current estimated value of the property.

4.5 Office Supplies:

The City shall provide the Contractor with office supplies, including computer paper, file folders, hanging folders, assessment notices and forms, postage and such other supplies as shall be necessary for the performance of Contractor's responsibilities hereunder.

4.6 Legal Counsel:

The City shall supply legal counsel, at its expense, for Small Claims and full Tax Tribunal hearings, should the need arise.

SECTION V: REAPPRAISAL AND OTHER NON-BASIC SERVICES

5.1 Additional Services (Pricing/Reappraisal):

In the event that the City desires to implement some or all of the recommendations made by the Contractor as herein contemplated, the City may request and the Contractor shall provide such services as are desired by the City, provided however, an addendum to this Agreement, reduced to writing and executed by both parties, shall set forth the terms and provision under which the additional services shall be rendered. Such addendum shall specify the nature, extent and timetable for the performance of such additional services and establish the rate of compensation therefor.

5.2 Implementation/Responsibility:

The parties acknowledge that it shall be the sole responsibility of the City to determine the nature and extent of implementation of the Contractor's recommendations under this Section or any other additional, non-basic services. To that end, the City assumes responsibility for defense of any claim, cause of action or other proceeding that may or might be instituted by the Michigan State Tax Commission, or other entity, arising from any failure, or alleged failure, to implement such recommendations.

SECTION VI: MISCELLANEOUS PROVISIONS

6.1 Relationship Between City and Contractor:

In the fulfillment of the services provided herein the Contractor and its employees, agents and officers shall be at all times be deemed in a relationship of independent contractor to the City.

6.2 Indemnification/Insurance:

The Contractor shall secure and maintain general liability and property damage, unemployment, errors and omissions, workers' disability compensation, automobile liability and any other insurance required by law for the Contractor, or its employees, agents or officers as will protect him and the City from any claims (including claims under the Workers' Compensation Acts) that may arise from its negligence or that of its employees in the performance of services under this Agreement or failure to properly perform its duties as described herein. The Contractor shall save the City harmless and defend and indemnify the City from any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against the City which arises from or is in any way connected to Contractor's negligence or that of its employees in the performance of services under this Agreement or that arise from his error or omission to properly perform its duties as described herein. Contractor shall, however, have no liability arising out of adjustments to assessments or other actions by Contractor, the City's Board of Review and/or the Michigan Tax Tribunal if such adjustments or actions result from honest differences of opinion regarding the value of the subject property and if the Contractor established the assessment pursuant to professional assessment standards. The insurance policies shall be in such minimum amounts as shall from time to time be acceptable to the City or as set by the City.

A Certificate of Insurance incorporating such requirements and naming the City (and its officers and employees) as an Additional Insured Party and Certificate Holder along with a certificate showing its premium has been paid and a copy of the policy shall be filed each year with the City Clerk. Any such insurance policy shall provide that the City will be given at least thirty (30) days advance notice before cancellation of the policy. The coverages provided by the General Liability and Automobile Liability policies of the Contractor shall be primary to any insurance maintained by the City.

6.3 Non-Assignability:

The parties to this Agreement acknowledge that, inasmuch as the Agreement is in the nature of a Personal Services Contract, and as the City's decision to contract with the Contractor is based in part on the perceived expertise and ability of the Contractor, it is agreed that the Contractor's duties and obligations hereunder may not be assigned, transferred nor conveyed without the advance written approval of the City. Nothing in this Agreement shall prevent the Contractor from employing such employees or agents, as Contractor shall deem reasonably necessary to assist it in the performance of its obligations under this Agreement. Also, in the event that vacation, illness, injury or incapacity in any form, whether elective or imposed, should cause the appointed assessor to be unable to personally fulfill the terms and obligations of this Agreement for a period exceeding three (3) calendar weeks (21 days), Contractor shall provide the City, at its expense, a certified Level II Contractor to perform any and all such functions as required by this Agreement for the complete term of the appointed assessor's absence or incapacity. The City reserves the right to approve or reject, without cause and at its sole discretion, any Contractor designee named to "fill-in" for the contracted assessor for a period exceeding two (2) calendar months (60 days)..

6.4 Professional Standards:

The Contractor shall be responsible, to the highest levels of competency presently maintained by other practicing professional assessors and appraisers, for the professional and technical soundness, accuracy and adequacy of property valuations, drawings, property inspection data and all other work and materials furnished under this Agreement. At the time of commencement of performance, Contractor shall be properly certified, equipped, organized and financed to perform the services required by this Agreement. Subject to compliance with the requirements of this Agreement, the Contractor shall work independently.

6.5 Ownership of Documents:

All documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications and other information, products or materials produced or held by the Contractor, of whatsoever nature or type, in connection with this Agreement shall be the sole property of the City with the City having sole and exclusive right, title and interest in any and all records, compilation, documents, papers, maps or manuscripts pertaining to or prepared pursuant to this Agreement. All of the foregoing shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if any of the foregoing prepared by the Contractor are used for purposes other than those intended by this Agreement, the City does so at its sole risk and agrees to hold Contractor harmless for such use. All services performed under this Agreement shall be conducted solely for the benefit of the City and will not be used for any other purpose by Contractor without written consent of the City. Any information relating to the services shall not be released without the written permission of the City. The Contractor shall act and preserve the confidentiality of all City documents and data accessed for use in Contractor's work products to the extent allowed or required by law. Any requests for information under the Freedom of Information Act shall be immediately forwarded to the City manager for a proper determination of the response to be provided.

6.6 Attorney's Fees:

In the event of material breach of this Agreement by either party, it is agreed that the non-defaulting party shall be permitted to recover, in addition to any other remedies as may be available to it, at law or at equity, all reasonable attorney's fees and costs incurred as a direct result or consequence of such breach.

6.7 Validity:

If any paragraph or provision of this Agreement shall be determined to be unenforceable or invalid by any court of competent jurisdiction, such provision shall be severed, and the remainder of this contract shall remain in force.

6.8 Survival:

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of all services of Contractor under this Agreement or the termination of the Agreement for any reason.

6.9 Controlling Law/Venue:

This Agreement is to be governed by the laws of the State of Michigan. It is mutually agreed that, in the event of any proceeding, at law or at equity, arising under this Agreement or breach thereof, that the venue of any such action shall be in the County of Allegan and the State of Michigan.

6.10 Authorization:

The respective signatories hereto expressly acknowledge that this Agreement is made and entered into with full authority of the Saugatuck City Council and Assessing Solutions Inc. and that the persons executing this Agreement on behalf of the respective parties have been duly authorized and empowered to make and enter into this Agreement by said City Council and said Contractor.

6.11 Covenant Not To Discriminate:

Contractor agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status and to comply with all other State and Federal laws, including but not limited to the Americans with Disabilities Act. Contractor further agrees that any services, programs and activities delivered pursuant to this Agreement shall be delivered without discrimination on the basis of disability, in accordance with the Americans with Disabilities Act and Rules promulgated pursuant thereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Saugatuck City:

By: _____

_____, Mayor

By: _____

_____, City Clerk

Assessing Solutions Inc.

By: _____
Anthony E. Meyaard Owner

MEMORANDUM

TO: City Council
City of Saugatuck

FROM: Grayson Moore
Director of Planning/Zoning

MEETING DATE: May 6, 2026

RE: Granicus Proposal – July 1, 2026 – June 30, 2027

REQUEST: City Council approve the Granicus service proposal for short-term rental (STR) compliance monitoring and authorize the City Manager to execute the agreement.

BACKGROUND: The City of Saugatuck previously approved an agreement with the STR compliance monitoring company Granicus in 2024 which consisted of a twelve (12) month initial agreement and the option to renew said agreement for two (2) periods of one (1) year each.

This agreement has provided the following services, which are further described in the attached materials:

- Address Identification
  - Address Identification – Setup and Configuration (*one-time fee)*
  - Address Identification – Online Training (*one-time fee)*
- 24/7 Hotline
  - 24/7 Hotline – Setup and Configuration (*one-time fee)*
  - 24/7 Hotline – Online Training (*one-time fee)*

The table below outlines the annual fee changes for the service. The currently proposed rate represents the first year of a new contract following the initial three-year service period.

Year	*Annual Fee*	*Percent Change*	*Actual Change*
1	$ 17,665.21	-	-
2	$ 18,548.47	5%	$ 883.26
3	$ 19,475.90	5%	$ 927.43
Proposed (4)	$ 21,423.50	10%	$ 1,947.60

STAFF COMMENTS: The Granicus platform has provided the City with a more efficient and data-driven approach to short-term rental (STR) monitoring and enforcement. The system assists staff in identifying unregistered rentals, tracking compliance, and responding to complaints in a timely manner, all of which would otherwise require significantly more staff time to perform manually.

Since the initial agreement in 2024, the annual cost has increased incrementally. As shown in the table above, the first two renewal periods reflected a consistent 5% annual increase, which is generally reasonable for software and service contract escalations. The proposed renewal for Fiscal Year 2026–2027 reflects a 10% increase, which is higher than prior years and exceeds prior annual adjustments. It is also important to note that this is the first renewal under a new annual contract agreement.

In evaluating this increase, staff note that the overall dollar change is approximately $1,947.60. While the percentage increase is notable, the actual cost increase remains relatively modest in the context of the City's overall STR program and the level of service provided. Additionally, the STR market in Saugatuck continues to be dynamic, with ongoing changes in the number and activity of listings, which increases the need for consistent monitoring and enforcement support.

The proposed services continue to provide value by reducing the administrative burden on staff, improving compliance tracking, and supporting enforcement efforts without the need for additional personnel or internal system development. For these reasons, staff find the proposed renewal to be reasonable and recommends approval.

RECOMMENDATION: Staff recommends that City Council approve the Granicus service proposal for short-term rental (STR) compliance monitoring for the period of July 1, 2026 through June 30, 2027, and authorize the City Manager to execute the agreement.

Respectfully Submitted,

Grayson Moore

Director of Planning & Zoning

Granicus Budgetary Proposal for Saugatuck, MI

ORDER DETAILS

Prepared By:	Dilana Vargas
Phone:	
Email:	dilana.vargas@granicus.com
Order #:	Q-536381
Prepared On:	10 Apr 2026
Expires On:	07 Jun 2026

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date:	30 Jun 2026
Period of Performance:	01 Jul 2026 - 30 Jun 2027

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
Address Identification and Monitoring	Annual	1 Each	$15,302.49
24/7 Hotline	Annual	1 Each	$6,121.01
		SUBTOTAL:	**$21,423.50**

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-536381 dated 10 Apr 2026 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Saugatuck, MI to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

- The terms and conditions set forth in the agreement effective 12 Mar 2024 (the "Agreement") are incorporated herein by reference.

GRANICUS

Empowering Modern Digital Government

Rental Activity Monitoring with Granicus Host Compliance

City of Saugatuck, MI

RFP for Short-Term Rental Enforcement Support

Mike Bozich
Territory Manager
(970) 708-9596
Mike.Bozich@granicus.com

Granicus
1999 Broadway, Suite 3600
Denver, CO 80202
www.granicus.com
Date: February 15, 2024

Commercial – In Confidence

Cover Letter

Dear Evaluation Committee,

Thank you for allowing us the opportunity to present this proposal. Based on the background information provided in the RFP materials and our extensive experience delivering these services and software to hundreds of cities and counties across North America (28 in Michigan), we believe we are uniquely qualified to perform the work described and well-positioned to help the City of Saugatuck achieve its short-term rental ("STR") compliance goals.

We are excited about the opportunity to partner with Saugatuck and confident that Granicus' govService Host Compliance solutions will be the best fit for your needs. At the core of our govService Host Compliance product offering we have our

- **Address Identification module**, which enables communications with hosts and powers our full suite of modules to help manage the additional challenges posed by short-term rentals. We monitor 70+ STR websites, deduplicate listings, and leverage machine learning coupled with a team of more than 200 human analysts to provide our clients with an online dashboard with complete address information, screenshots, and detailed reporting of all short-term rentals in the city.
- **24/7 Hotline:** Makes it easy for neighbors to report, prove, and resolve non-emergency short-term rental related problems in real-time, any day, at any hour with tracking of after-hours complaints and resolution of issues.

In this response, we will detail why the govService Host Compliance solution is the best fit for the city. Along with our amazing customer service, Saugatuck will be provided an ongoing learning resource with Granicus University. Granicus continues to provide support before, during, and after the implementation. This ongoing support coupled with consistently delivering for its customers has led to Granicus becoming the leader in solutions that support government transparency and civic engagement.[1]

Mike Bozich

Territory Manager

govService – Host Compliance

mike.bozich@granicus.com

(970) 708-9596

[1]Granicus' statements regarding its plans, directions, and intent are subject to change or withdrawal without notice at Granicus' sole discretion. The information mentioned regarding potential future products is not a commitment, promise, or legal obligation to deliver any material, code, or functionality. Unless otherwise stated, this proposal is valid for 120 days.

Table of Contents

Cover Letter **1**
Table of Contents **2**
About Us **3**
Philosophy 4
Company Information and Office Locations 5
Executive Summary **6**
Overview of Proposed Solution **9**
govService Host Compliance 9
Address Identification 10
Address Identification Advantage 11
24/7 Hotline 16
24/7 Hotline Advantage 17A
Compliance Monitoring 21
Compliance Monitoring Advantage 22
Permitting, Licensing & Registration 24
Permitting, Licensing & Registration Advantage 25
Tax Collection 28
Tax Collection Advantage 29
Rental Activity Monitoring 32
Rental Activity Monitoring Advantage 33
Consulting Services 34
Success Stories **38**
References **35**
Pricing **38**
Project Implementation **40**
Granicus Service Difference 40
Project Management Approach 40
Detailed Work Plan ..... **Error! Bookmark not defined.**
Main Tasks ..... **Error! Bookmark not defined.**
Project Schedule ..... **Error! Bookmark not defined.**
Sample Project Implementation Plan and Timeline ..... **Error! Bookmark not defined.**
Self-Service, Ongoing Training, and Supporting Documentation 41
Our Team **42**
Key Project Personnel 42
Host Compliance Team ..... **Error! Bookmark not defined.**
Customer Support **42**
Philosophy and Team Credentials 42
Our Team ..... **Error! Bookmark not defined.**
Contacting our Support Organization 43
Support Service Levels and Priority Levels 44
Security Overview **45**

About Us

The Granicus Advantage

More municipalities rely on Granicus technology than any other short-term rental monitoring software provider. Granicus provides a one-stop-shop for solutions relating to the unique needs of communities – combining pre-during- and post- ordinance monitoring into one integrated platform.

Granicus provides technology and services that empower government organizations to create seamless digital experiences for the people they serve. Offering the industry's leading cloud-based solutions for communications, content management, meeting and agenda management, and digital services to more than 6,000 public sector organizations, Granicus helps turn government missions and goals into quantifiable results.

Granicus also offers added functionality across content creation, communications, records management, and digital engagement services. That means more is possible with a single vendor than ever before.

By the Numbers

1999 FOUNDED

6,000+ GOV CLIENTS

48 OF THE 50 MOST POPULOUS U.S. CITIES

★★★★★★★★★☆

9 OUT OF 10 PROJECT SATISFACTION

250+ AWARD-WINNING WEBSITES

COMPANY RECOGNITION



500+ PARTNERS

across North America using host compliance to identify short-term vacation rentals and enforce compliance

98.9% RETENTION RATE

rate from our current customer base of local government leaders

DEDICATED CUSTOMER SUPPORT AND SUCCESS TEAMS

A robust implementation and customer success organization provide 24/7/365 support resources whenever you need them.

RECOGNIZED BY GovTech

Granicus has been selected as a GovTech 100 company by Government Technology magazine for the past six years.

Philosophy

Relentless Focus on Client Satisfaction

Simply saying we're dedicated to client satisfaction isn't enough. It's our relentless focus and one that we measure. In fact, across all of our client implementations over the past three years, our average client satisfaction rating is 9 on a 10-point scale.

At Granicus, anything less than the best for our clients is unacceptable.

- **Executives** – Our leadership team guides the entire company to do what is best for our clients. Each week, the leadership team reviews client satisfaction survey results and discusses any proactive actions that need to be taken. Our leadership team also brings years of experience across government, software, design, and technology industries to the table.
- **Certified Experts** – Our certified experts are passionate about helping you deliver a superior digital customer experience, which is why we are constantly learning and implementing new and better ways of doing things. Many of our team members hold the following certifications: Web Graphic Design certified, WebAIM WCAG 2.0 and 2.1 educated, Network and CCNA certified.
- **Project Managers and Customer Support** – Our project managers and customer support team are fanatical about your success and will go above and beyond to support you.



Company Information and Office Locations

Legal Name: Granicus, LLC
Website: www.granicus.com
FEIN: 41-1941088

Years in Business:
23 Years

Washington D.C.
1152 15th Street NW, Suite 800
Washington, DC 20005
800.314.0147

Canada
250 City Centre Ave, Suite 806
Ottawa ON K1R 6K7
800.314.0147

Denver (HQ)
1999 Broadway, Suite 3600
Denver, CO 80202
800.314.0147

United Kingdom
The Beehive, City Place,
Gatwick, RH6 0PA
+44 (0) 800.032.7764

Saint Paul (Contracts and Payment)
408 St. Peter St, Suite 600
Saint Paul, MN 55102
800.314.0147

Australia
Level 8, 50 Market Street
Melbourne VIC 3000
+61 3 9913 0020

Executive Summary

More municipalities rely on Granicus technology than any other short-term rental monitoring software provider. Granicus provides a one-stop-shop for solutions relating to the unique needs of communities – combining pre- during- and post-regulation monitoring into one integrated platform. Granicus is serving more than 500 local governments with short-term rental ("STR") program management software today and has developed a deep understanding of what works and does not when it comes to enforcing STR regulations. The govService Host Compliance solution is widely regarded as the leader in the STR compliance monitoring and enforcement industry.

We are known for sharing best practices from working with our expanding customer base of local governments across North America, providing extensive support, and closely coordinating our activities with our clients. Furthermore, Granicus has been selected as a GovTech 100 company by Government Technology magazine for the past six years and has a 98.9% customer retention rate.

Granicus is a leading government software company with more than 6,000 local, provincial, state, and federal customers, which ensures that the Host Compliance software and services will remain ahead of the rapidly evolving sharing economy. From a financial perspective, Granicus is extremely stable and invests more than $20M annually in technology development. This investment means your community will benefit from the latest industry-leading advancements in STR identification and monitoring as well as leading security protocols to meet your data security and privacy law compliance needs.

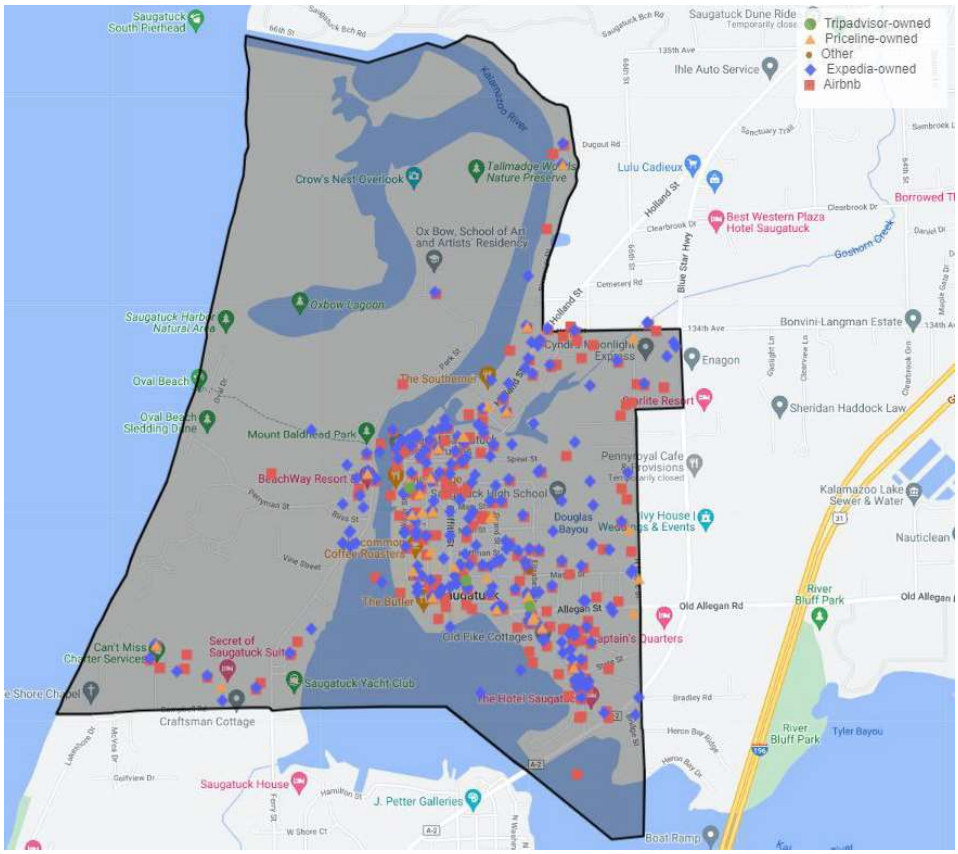
This deep expertise, customer focus, and data-driven approach to innovation would enable us to help you quickly augment your existing processes with an integrated, cost-effective short-term rental compliance monitoring and enforcement solution that has been proven through widespread use in the local government space.

We believe that the govService Host Compliance solutions will enable your city to meet its objective of identifying unregistered rentals, evaluating licensed short-term rental compliance, and handling after hours complaints in Saugatuck.

Our analysis of Saugatuck's local market shows that the city's STR market is incredibly dynamic. To be specific, when we analyzed the STR market from one year ago, we found 417 active listings. One year later, we find 579 active STR listings. This means that in just 1 year, STR listings in Saugatuck grew by 162! Moreover, this net growth-rate doesn't tell the whole story and hides the fact that during the same 1-year time-period, 100 listings were deactivated, 148 listings were reposted, while 114 new listings were created, for a 20% annual turnover rate. What this means is that only 80% of the listings currently active were found online at this time last year. This also means the city would have had to identify 679 listings over the course of the year. We believe this is important as it highlights the dynamic nature of STRs, and we believe we are the only

firm that has the scale, technology, and experience to provide Saugatuck with the quality of service it deserves.

To meet the requirements of Saugatuck's RFP for identifying unregistered rentals, evaluating licensed short-term rental compliance, and handling after hours complaints for the 418 active short-term rental units in Saugatuck, we propose bundling our Address Identification solution, which forms the basis for the Host Compliance platform, with our 24/7 Complaint Hotline. The package would meet all the specifications in the RFP, including the location, identification, and compliance verification of all STRs.



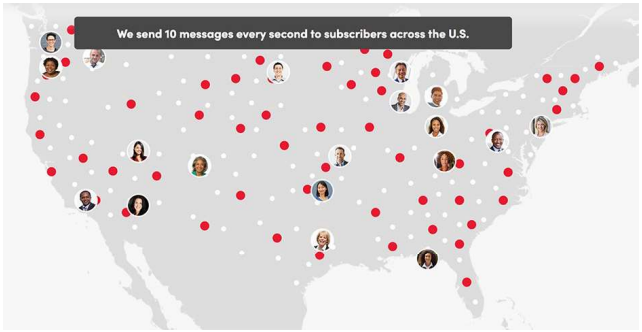
- **Address Identification** scans over 70 STR platforms for listings, deduplicates them, and leverages machine learning and a team of over 200 analysts to identify the addresses of listings. Our platform takes high-resolution screen shots of all active listings no less than every 3 days and provides full address and contact information for identifiable STR listings and all available listing information for non-identifiable STR listings, as well as other information, collecting over 150 data points. This module is configured during implementation to assess registration compliance. It also captures sufficient information for more advanced compliance monitoring by any number of parameters (e.g., minimum number of nights available for rent, number of bedrooms and bathrooms, etc.)

- For local governments looking for ways to improve their ability to resolve STR-related neighbor concerns in real time, our **24/7 Hotline** (a staffed telephone and online hotline) is a cost- effective solution that enables the Township to quickly set up and operate a cost-effective code enforcement hotline and online complaint reporting system at a fraction of the cost of doing so using traditional means. Our solution provides an online platform, phone line, and email address to report and resolve non-emergency complaints in real time, provide 24/7 customer support, resolve and/or refer complaints to proper authorities, and can provide weekly compliance reports with a summary of complaints received by STR and the resolution status of complaints received by STR.

Finally, a highly capable Customer Success team that is dedicated to ensuring the city's effective use of the govService Host Compliance platform is included as part of our solution. We have worked with some of North America's most sophisticated cities such as Boston, Hollywood, Las Vegas, Los Angeles, Nashville, San Antonio, New Orleans, Washington DC and Vancouver on their STR problems and bring that experience and expertise to all of our customers, large or small.

Why Host Compliance?

Host Compliance is the most comprehensive and secure short-term rental compliance monitoring software on the market.



Trusted

Granicus partners with more than 5,500 governments at all levels to provide solutions that enable better communications, process automation, and engagement. This scale has allowed us to quickly learn from our customers and pioneer best practices around implementation and support, ensuring our partners' long-term success. Our teams of highly trained project managers, dedicated customer success consultants, and a close marriage between our technical support staff and software engineers are just a few reasons why thousands of organizations trust Granicus to support their initiatives.

Comprehensive

Granicus offers the only comprehensive platform to fulfill your government communications, short-term rental management, meeting and agenda automation, and web content management needs. The Granicus' platform allows you and your staff to work within a single platform for a seamless experience with your Granicus solutions and our support staff.

Overview of Proposed Solution

Granicus is pleased to present our platform of new technology and expert professional services to provide Saugatuck with a solution that meets and exceeds the requirements set forth in your Request for Proposal. Our 100% cloud-hosted software solutions were designed specifically for governments like yours to spend less time managing the manual aspects of the short-term rental compliance monitoring process and more time engaging important stakeholders in productive ways. Additionally, our user-friendly and easy-to-deploy software solutions were built to make installation and deployment as effortless as possible. Below you will find a description of each of the proposed Granicus Host Compliance modules, as well as a narrative of our implementation methodology, training, and support overview.

govService Host Compliance

The number of Airbnb type short-term vacation rental listings has grown 15x since 2011. Manually identification and monitoring of Airbnb type short-term vacation rentals as they continue to grow in number is nearly impossible.

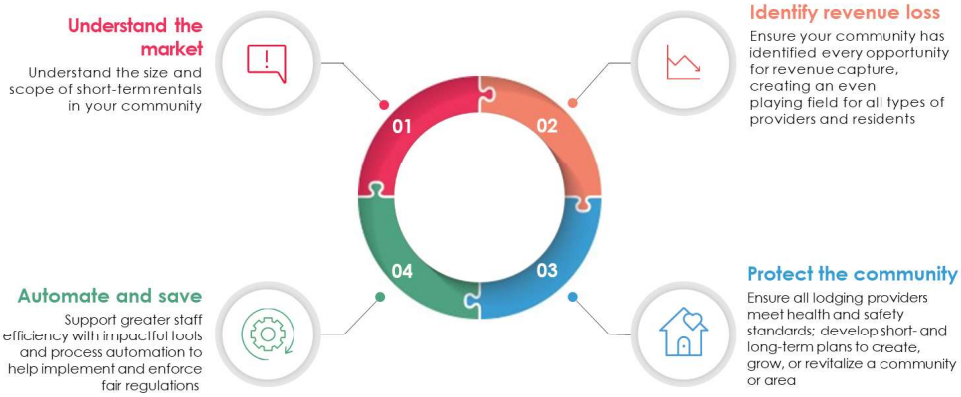
Comprehensive Short-Term Rental Compliance Monitoring Solution for Government

Using artificial intelligence and machine-learning, Granicus' govService Host Compliance solutions provide the data that manual enforcement solutions cannot, reduces the hours spent managing compliance, and provides up to 20 times return on investment with recouped tax, permit, and fee revenues.

What If You Could...

- Understand the scale and scope of short-term rentals in the community and hold non-compliant hosts accountable?
- Recoup critical revenue that would otherwise be lost to non-compliance?
- Establish an even playing field for all types of lodging businesses and reduce the impact on community character?

True Compliance Requires a Holistic Approach. Identifying STRs alone isn't enough. You need to...



Address Identification

With the surge and resiliency of short-term vacation rentals, government agencies are struggling to address the negative side effects of the growing market while capitalizing on the economic opportunity. On top of that, the lack of data on individual properties makes understanding and verifying rental locations and activity extremely difficult.

Without the data, cities are unable to make sure short-term rental operators play by the rules and pay their fair share of lodging and hotel taxes. Now more than ever, leading governments are turning to data and technology to easily monitor the short-term rental market and find the addresses and owners of all identifiable STRs.

The Address Identification solution provides rich STR data that is secure, easy to manage, and quality checked. Listings across platforms are deduplicated, using machine learning matching algorithms, to produce unique properties for identification by human analysts. Use Granicus to monitor more than 70 vacation rental websites, align internal teams, and ultimately recoup critical revenue that would be lost.

> *We didn't even know 400 short-term rentals existed in Henderson until we saw the map on the govService Host Compliance software."*
>
> — *Eddie Dichter, Planning Manager, Henderson Nevada*

Address Identification Features

- Real-time monitoring of short-term rental listings across 70+ STR websites
- Weekly analysis of STR activity
- STR activity updated every 3-5 days through website scanning
- Up-to-date list of active STR listings
- High resolution & full-screen screenshots of all active listings
- Automated evidence collection
- Full address & owner contact information for all identifiable STRs
- All available listing & contact information for non-identifiable STRs
- Export data into Microsoft Excel or CSV files

DID YOU KNOW?

2x

The number of communities with 100+ STRs more than doubled in the last 4 years

Address Identification Advantage

What If You Could...

- See all individual rental property locations and activities in one search?
- Automate time-intensive tasks like monitoring STR platforms?
- Spend less time effectively regulating and enforcing short-term vacation rental regulations?

With Address Identification You Can…

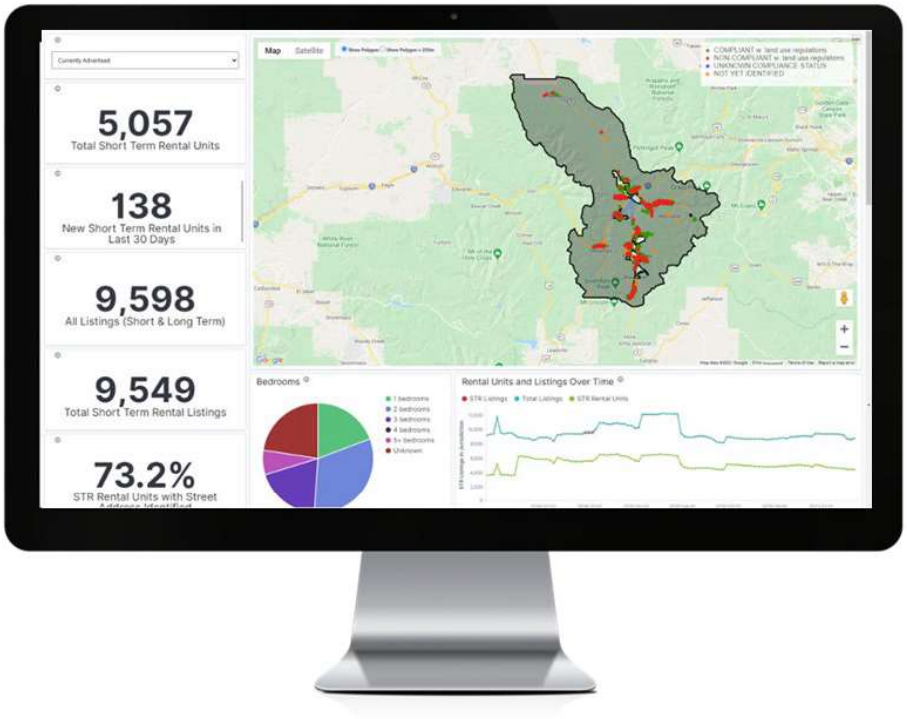
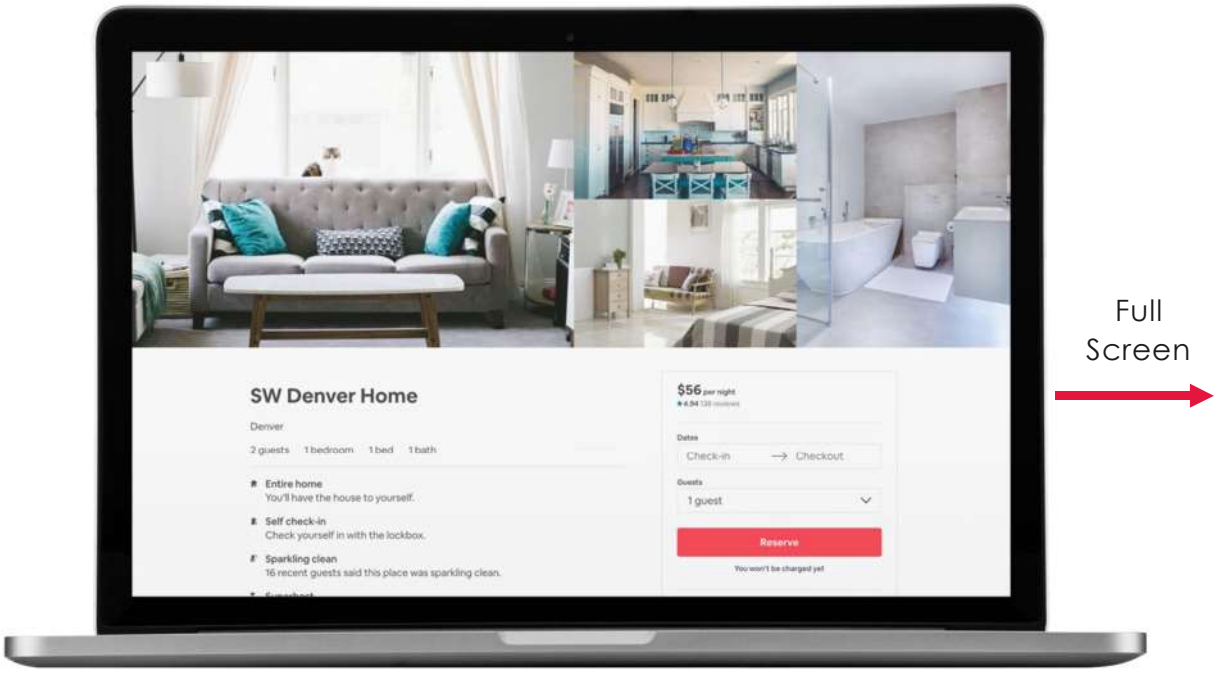


Figure 1. The data and screenshots are made available to authorized users in an easy-to-use online dashboard and records management system and easily exported in Microsoft Excel or CSV file formats.

Quickly Identify the Short-Term Rental Properties in Your Community

- Monitor your community for short-term vacation rental listings across 70+ STR websites.
- Precisely identify the addresses and contact information of the associated properties.
- Ensure that your database of short-term vacation rental properties is always fully comprehensive and up to date.
- Access collected data easily with a live web-delivered dashboard.



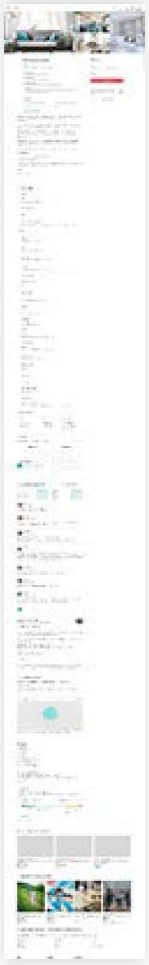


Figure 2: Time stamped, high-resolution images and full-screen capture of each active listing available to print or download.

Automate the Systematic Capture of Listing Screenshots

- Time Stamped full-screen screenshots available to print or download.
- Deduplication of Listings across multiple platforms
  - Listings across platforms are deduplicated, using machine learning matching algorithms, to produce unique properties for identification by human analysts.
- STR activity updated every 3 days for non-compliant properties through website scanning.
  - High-resolution images and screen capture of each active listing (including reviews)
  - Screenshots are time-stamped and include everything related to the listings, including photos, maps, reviews, and descriptive information.
  - Each Screenshot is captured on a random time and day to eliminate the risk of non-compliant short-term rental operators "gaming the system."
- Providing the rationale and evidence is critical if there is ever a dispute with a homeowner over the availability of his/her property for vacation rental.

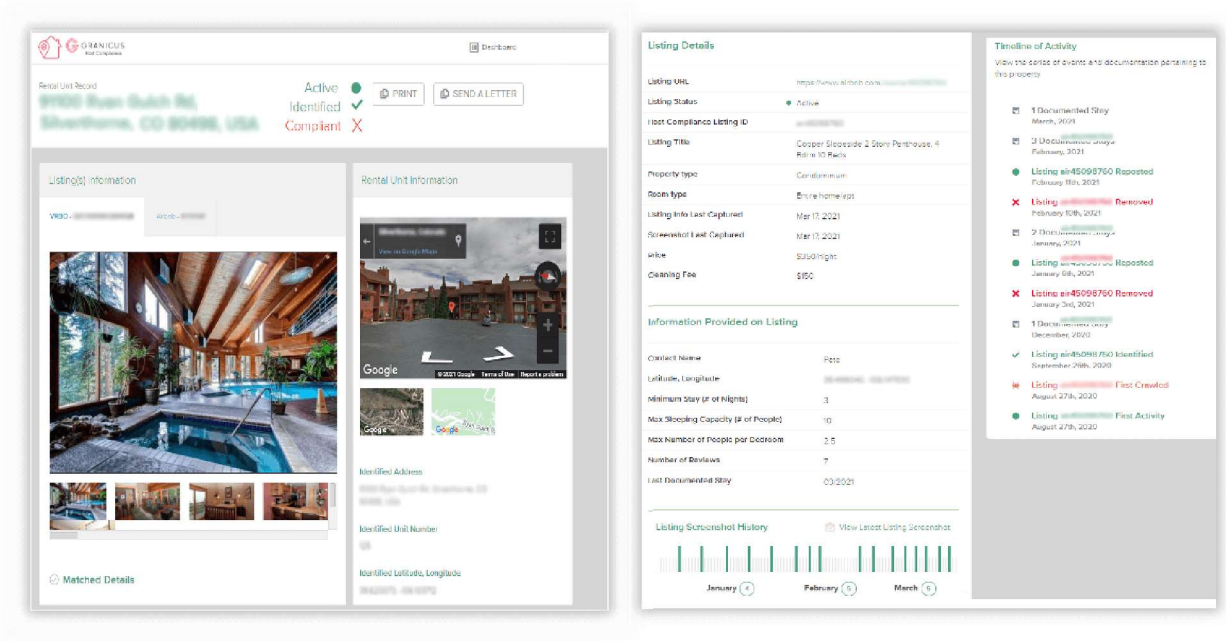


Figure 3: Rental Unit Record - detailed analysis of individual rental units including listing details such as, property type, price per night, cleaning fees, min. night stay, max occupancy and more!

Get a Detailed Analysis of Individual Rental Units

- Listing status
- Complete photo archive of listing images
- Edit owner information
- Timeline of activity including stays
- Removed/reposted listings (Capturing even those trying to stay off your radar)
- Download or Print evidence of listing activity
- Address Identification Match Details

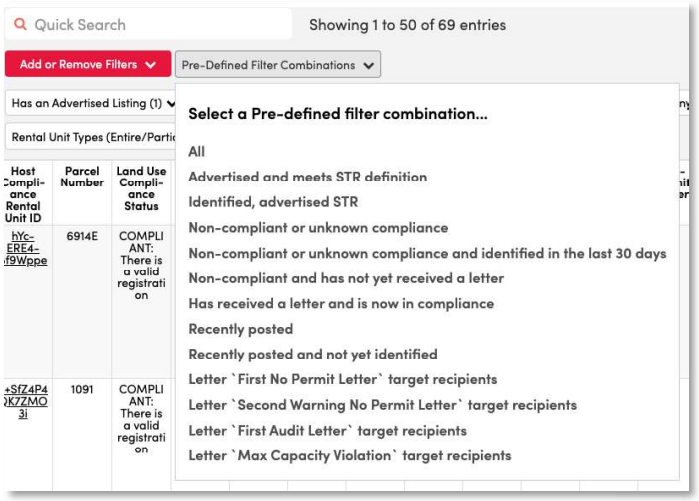


Figure 4: Tabular display of ALL short-term rentals. Quick search, filter, and sort on all relevant data points to create custom reports or set Pre-Defined Filter Combinations. Reports can be downloaded at any time to Microsoft Excel/CSV.

Have a Tabular Display of All Short-Term Rentals

- Pre-defined filter combinations for quick access
- Quickly search fields to find specific information
- Filter and Sort on more than 150 data points and segment short-term rental listings by all relevant dimensions including zip/postal code, usage type, and property type. In addition to the data points listed in the RFP, Host Compliance's data can also be filtered, segmented, and analyzed by the many parameters below:
  - Listing platform
  - Compliance level
  - # of Bedrooms and Bathrooms
  - Maximum advertised occupancy
  - Maximum permitted occupancy
  - Minimum # of nights available for rent
  - Host Name/ID
  - Listings of Other Rentals Offered by the Host
  - # of Reviews
  - First and Last Review dates
  - The date the property was first active
  - Nightly rental rate
  - Contact information, when available
  - A limited number of keywords that may be identified by the City as being of interest

- …and many other parameters

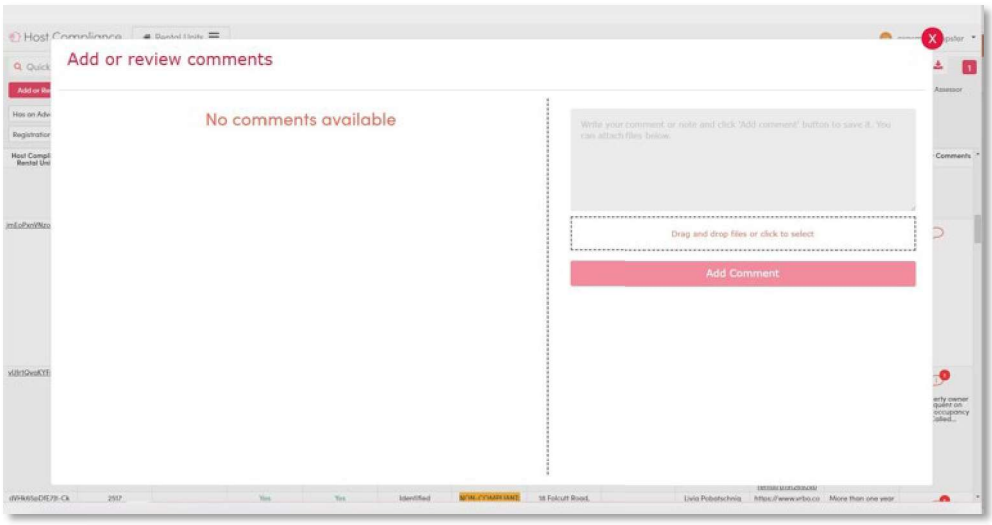


Figure 5: Easily track the status of individual rentals and create case notes by adding comments or documents. These comments will be time stamped by the individual user so other staff members can be aware of any details related to that property/owner.

Track Status and Case Notes on Individual Rental Units

- Enable efficient interdepartmental collaboration
- Leave comments related to the property for other team members
- Upload photos, documents, etc.

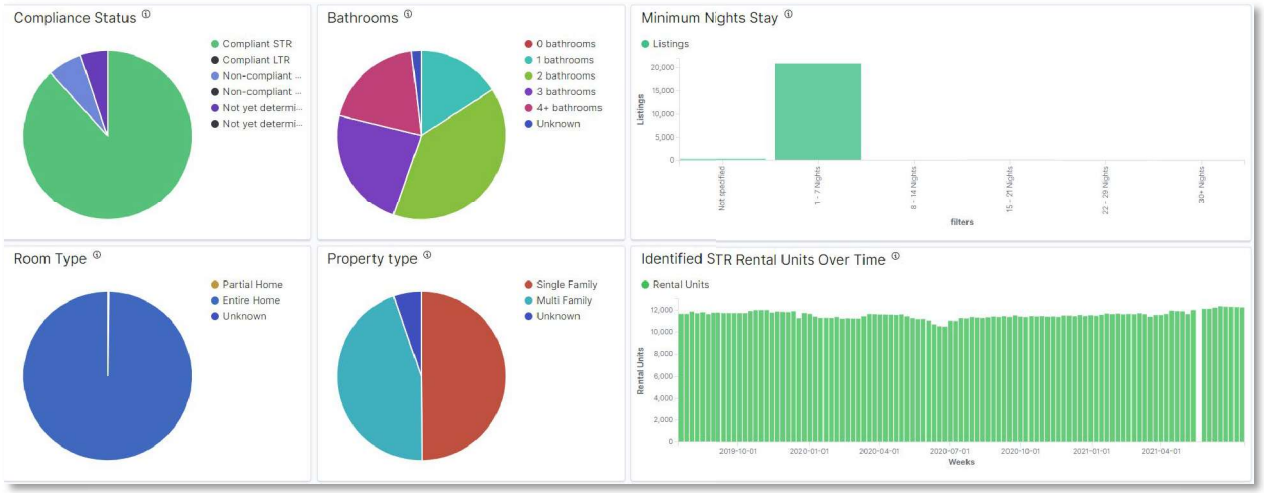


Figure 6: Data about the listing type, home size, rental activity, and compliance status is provided in color-coded charts and graphs, allowing staff to understand the scale and scope of the local STR landscape at a glance.

Leverage Data to Enforce Short-Term Rental Regulations

- Configure your STR definition (e.g., Advertised less than 30 days)

- Configure allowable and/or restricted zones in your community
- Number of advertised allowable nights (e.g., Minimum Night Stay)
- Number of advertised guests (e.g., Occupancy Limits)
- Registration Requirements (e.g., Permit, License, Registration, State/Provincial Business License)
- Extract Permit, License or Registration number advertised on STR Listings
- Verify Permit, License or Registration number advertised on STR Listings with number on file

24/7 Hotline

Many cities and counties are wrestling with complaints about "party houses," parking issues, excess trash, and safety concerns related to short-term rentals. Addressing these complaints in real-time has traditionally been difficult. A simple, personal notification without having to involve police resources is often all that's necessary, but few governments have the resources to track and execute individual follow up.

Our 24/7 telephone hotline and online complaint resolution service allows neighbors to report non-emergency STR problems, submit evidence, and initiate automatic follow-up activities virtually, making your job a lot easier.

> We had an abundance of calls for police services for domestic violence, for drug use, for trash, noise. It became a real issue in the community...and we needed a faster way to identify the short-term rentals and begin enforcement action on them."
>
> –Pete Roque, Code Enforcement Supervisor for Garden Grove, California

24/7 Hotline Features

- Improve response time with real-time outreach to the emergency contacts of problem properties
- Gather photo and video evidence of noncompliance to incite an evidence-backed citation
- Stay updated with detailed reports and dashboards that track all short-term rental related complaints in real-time and over time
- Communicate via text & by phone call to 24/7 emergency contacts
- Receive an email for every complaint received, with a recording of the phone call
- Receive full documentation of all reported incidents — including digital recordings and written transcripts of all calls
- Ensure photos, video footage, and audio recordings can be included to document complaints
- Allow residents to report anonymously with the ability to turn on anonymous complaint option

DID YOU KNOW

239%

The increase in STR party-related incidents in 2020

24/7 Hotline Advantage

What If You Could...

- Improve the ability to resolve non-emergency STR issues without burdening staff?
- Simplify reporting non-emergency related STR complaints?
- Save time and resources with a comprehensive dashboard, digital recordings, and written transcripts of all reports?

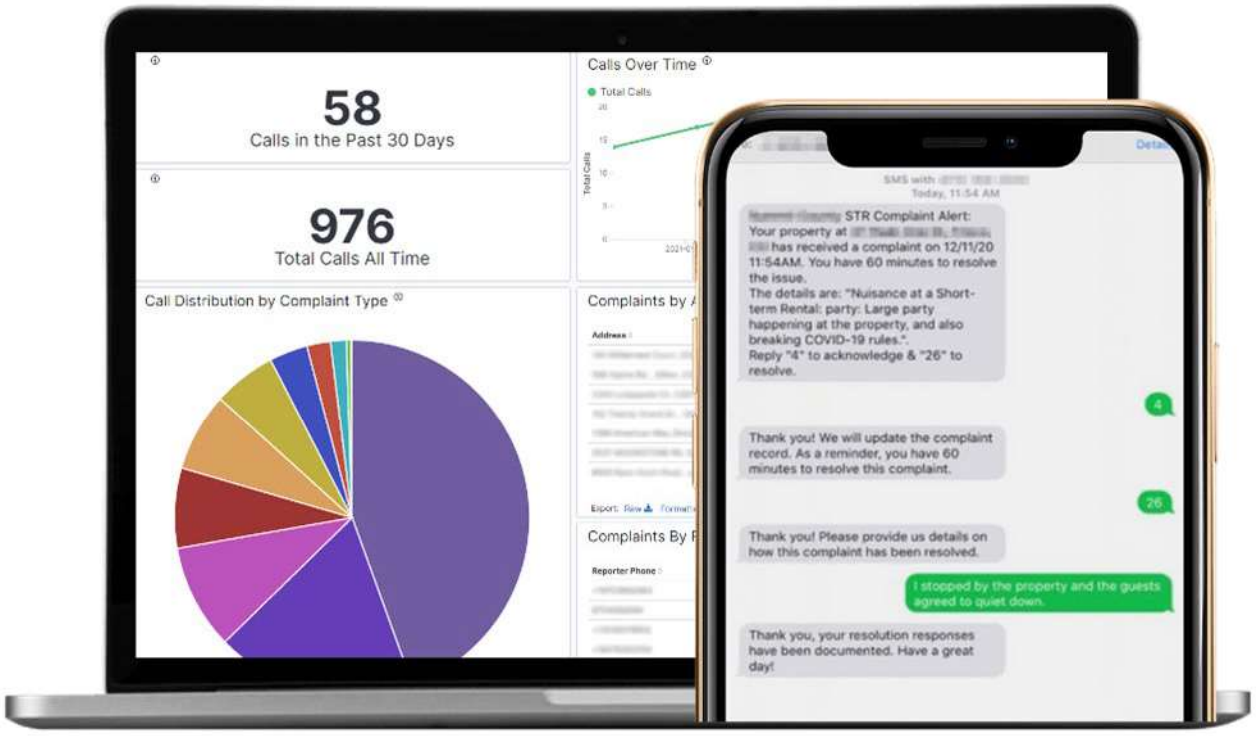


Figure 7: Get detailed reports and dashboards to track all short-term rental related complaints in real-time.

With the 24/7 Hotline You Can...

Deliver Actionable, Tailored Solution

- Automated text & email notifications to the emergency contact on file
- Allow emergency contact to acknowledge and resolve complaints via SMS
- Complainant can opt-in to a callback to update the status of the complaint and escalate the issue
- Real-time outreach to owners of problem properties

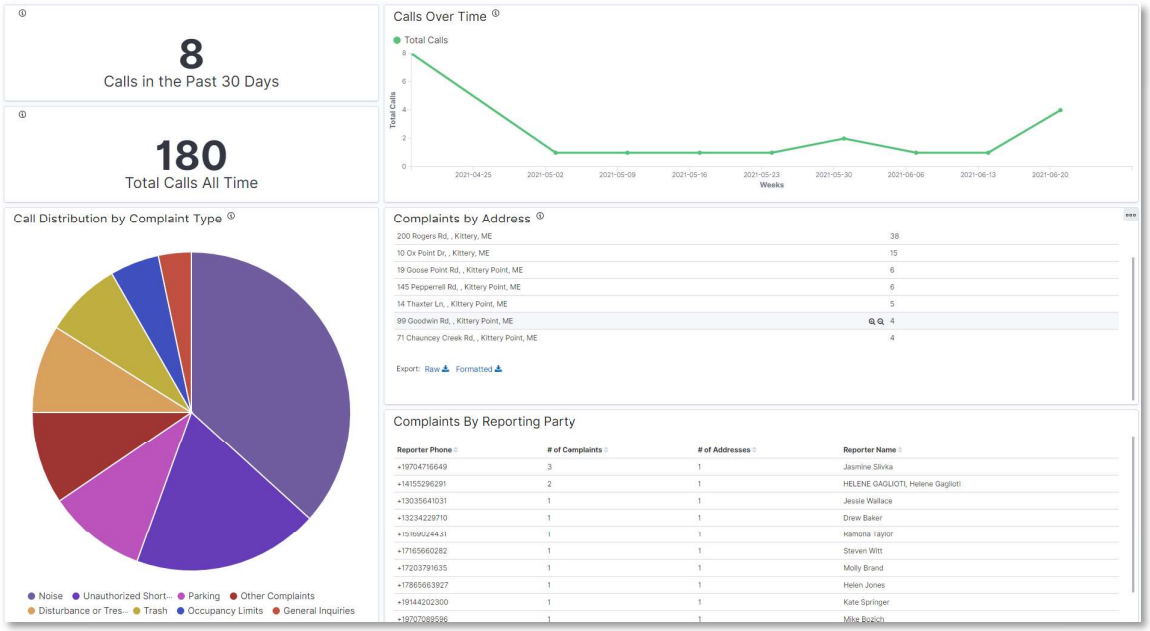
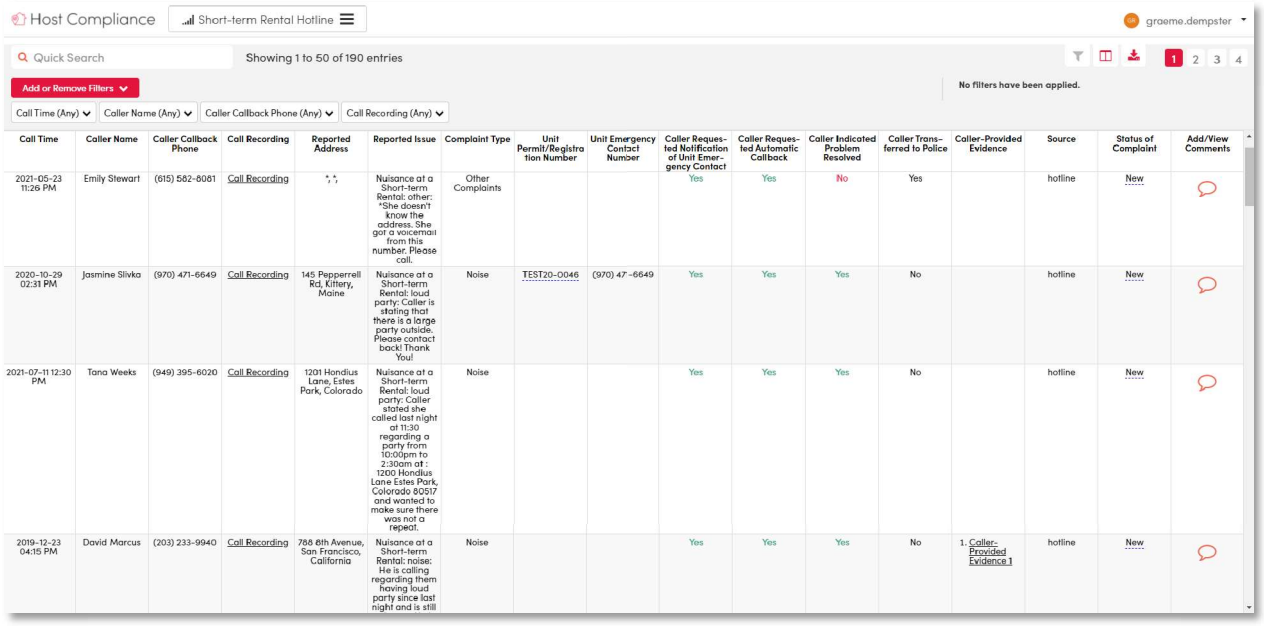


Figure 8: Dashboard summary of all short-term rental related complaints to quickly identify Complaint Type and properties with frequent violations.

Track How Well Your Efforts Are Performing

- Track the number and type of reported incident
- View summary statistics for reported properties
- Monitor hotline related activities with an intuitive dashboard
- Track how well your efforts are performing



Call Time	Caller Name	Caller Callback Phone	Call Recording	Reported Address	Reported Issue	Complaint Type	Unit Permit/Registration Number	Unit Emergency Contact Number	Caller Requested Notification of Unit Emergency Contact	Caller Requested Automatic Callback	Caller Indicated Problem Resolved	Caller Transferred to Police	Caller-Provided Evidence	Source	Status of Complaint	Add/View Comments
2021-05-23 11:26 PM	Emily Stewart	(615) 562-8081	Call Recording	*, *,	Nuisance at a Short-term Rental: other: *She doesn't know the address. She got a voicemail from this number. Please call.	Other Complaints			Yes	Yes	No	Yes		hotline	New	
2020-10-29 02:31 PM	Jasmine Slivka	(970) 471-6649	Call Recording	145 Pepperrell Rd, Kittery, Maine	Nuisance at a Short-term Rental: loud party: Caller is stating that there is a large party outside. Please contact back! Thank You!	Noise	TEST20-0046	(970) 47 -6649	Yes	Yes	Yes	No		hotline	New	
2021-07-11 12:30 PM	Tana Weeks	(949) 395-6020	Call Recording	1201 Hondius Lane, Estes Park, Colorado	Nuisance at a Short-term Rental: loud party: Caller stated she called last night at 11:30 regarding a party from 10:00pm to 2:30am at : 1200 Hondius Lane Estes Park, Colorado 80517 and wanted to make sure there was not a repeat.	Noise			Yes	Yes	Yes	No		hotline	New	
2019-12-23 04:15 PM	David Marcus	(203) 233-9940	Call Recording	788 8th Avenue, San Francisco, California	Nuisance at a Short-term Rental: noise: He is calling regarding them having loud party since last night and is still	Noise			Yes	Yes	Yes	No	1. Caller-Provided Evidence 1	hotline	New	

Figure 9: Complete history of all calls and online reported complaints, including call recordings and any supporting evidence provided by the complainant.

Manage Escalations and Complaints Easily

- Use escalation or dispatch functionality if the issue is not resolved within an allocated time frame
- Option to manually manage complaint statuses
- Leave case notes and additional details for collaboration across enforcement team

Give Your Residents a Voice with an Online Complaint Form

- Report issues at short-term rental properties from anywhere
- Mobile enabled for resident ease of use
- Instantly capture and upload supporting evidence from the camera on your device

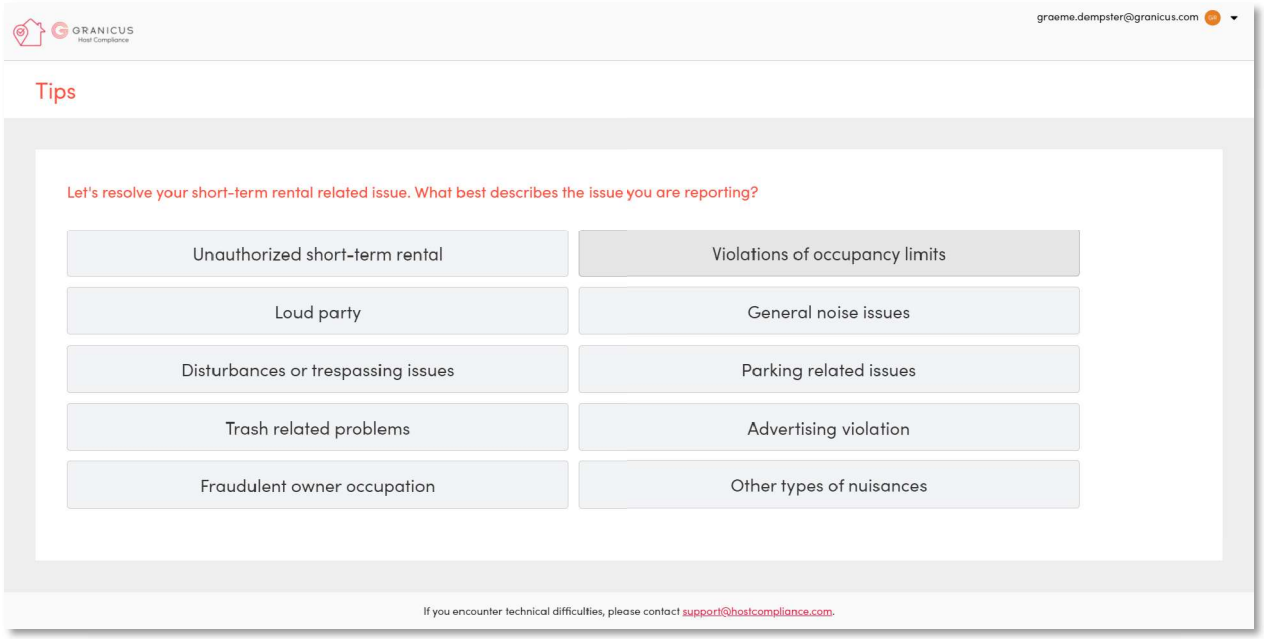


Figure 10: Simple online issue/complaint reporting.

Additional Services

Compliance Monitoring

The number of communities significantly impacted by Airbnb type short-term vacation rentals has more than doubled in the last four years. Combatting illegal short-term rental activity becomes even more difficult as listings rise. To ensure that everyone plays by the rules, it is important that operators are educated, compliance is constantly monitored, cases of suspected non-compliance are thoroughly investigated, and the operators who fail to follow the rules are notified proactively.

To make this data actionable, our systems compare it against regulation requirements, and then automatically categorize and label all advertised short-term rental units based on their compliance level:

- Fully compliant properties (e.g., properties that meet all regulatory requirements)
- Partially compliant properties (e.g., properties that satisfy some, but not all the regulatory requirements)
- Non-compliant properties (e.g., properties that do not satisfy any of the regulatory requirements)

Without automation and streamlined processes, there is not enough time in the day to accomplish it all.

> I could not do what Host Compliance does. I don't think a team of ten could do what they do."
>
> – Kelli Nevills Senior Code Enforcement Officer, Douglas County, Nevada

Compliance Monitoring Features

- Ongoing monitoring of STRs for compliance
- Proactive outreach to non-registered & illegal STR activity
- Weekly compliance reporting
- Up-to-date list of STRs operating illegally
- Comprehensive reporting of all letters sent
- Full-color screenshots of online listings included in letters
- Complete case history for non-compliant listings

DID YOU KNOW

20-30%

Issues with STRs growing at an alarming rate of up to 30% year over year

Compliance Monitoring Advantage

What If You Could...

- Inform property owners of the requirements for operating a short-term rental and how to take action without burdening your team?
- Send personalized communications to non-compliant STR property owners without needing to manually print and mail letters?
- Give your staff time back in their day to focus on community priorities by automatically identifying non-compliant properties?
- Deliver measurable results cost-effectively and quickly without using more resources?

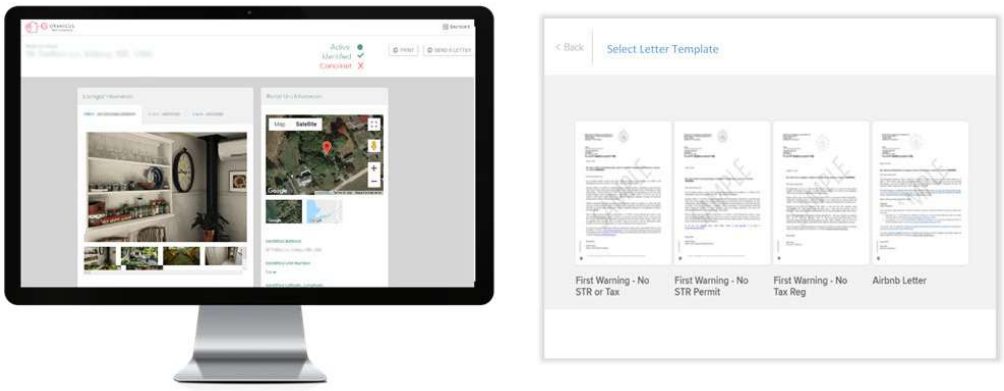


Figure 11: Stay in control and save time by sending your enforcement letters with the click of a button.

With Compliance Monitoring You Can...

Make it Difficult for Non-Compliant or Illegal Operators to Ignore You

- Staff can easily send property owners direct mail communications to make them aware of your STR regulations and requirements with just a few clicks, for example:
  - When new non-registered properties are first identified, staff can send the owner an "initial warning" letter to remind them of the City's STR requirements and provide instruction on how to get into compliance.
  - If the owner does not comply with the rules within 30 days of receiving the "initial warning" letter, staff can send a follow up letter with a more sternly worded "Notice of Violation" letter.
  - If an owner does not comply with the rules after receiving the second letter, staff can review to determine the necessary follow-up based on your STR regulations and compliance rules.
- Include high resolution, color listing screenshots in letters - this inspires action and increases compliance exponentially!
- Include step-by-step directions on how to become compliant

- Reference the specific regulations violated
- List the potential penalties for continued non-compliance

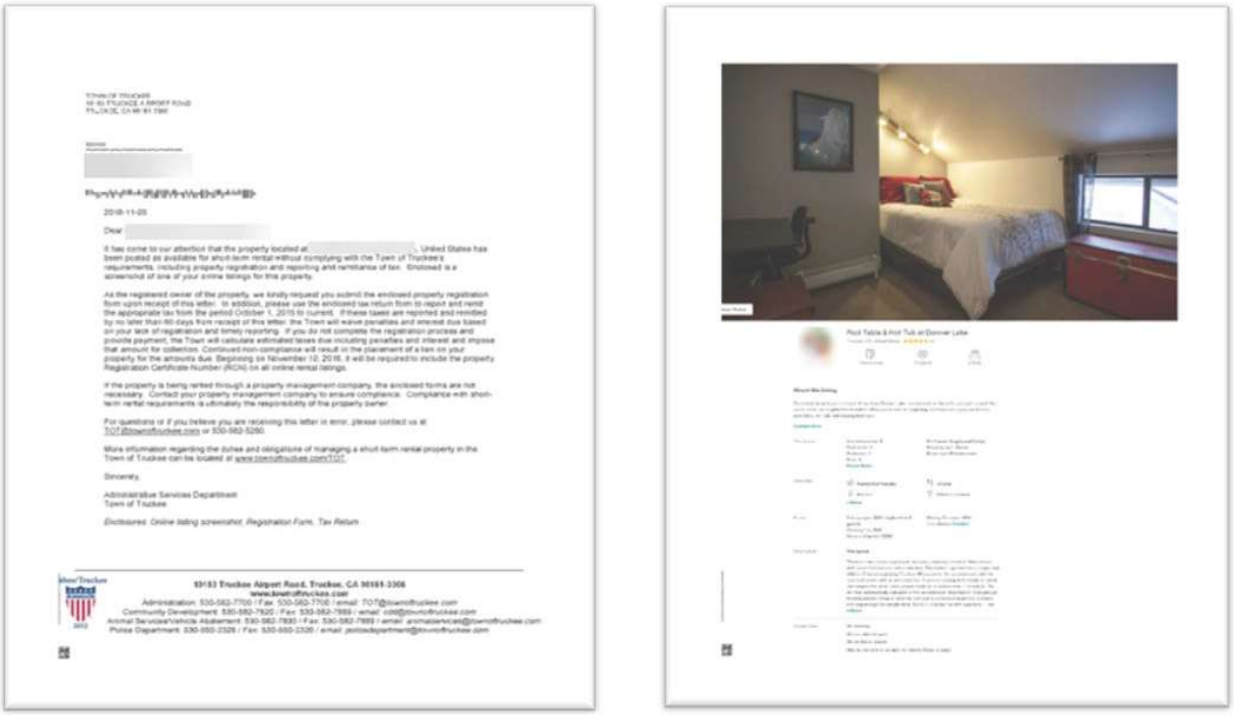


Figure 12: Increase your outreach effectiveness and efficiency by automatically adding evidence to communications.

Save Staff Time by Automating Time-Intensive Manual Tasks

- Efficiently and effectively monitor both illegal and compliant STRs.
- No more envelope stuffing and stamp licking! Send letters using your letterhead with just a few clicks.
- Get access to best practice communications that can be optimized for the
- best compliance results.
- Comprehensive monitoring and reporting for all proactive and reactive compliance outreach all in one dashboard.

Track Communications and Compliance Status

- Newly listed compliant and non-compliant short-term rentals
- Short-term rentals that have eliminated all advertising on all the websites monitored by Host Compliance
- Re-listings of non-compliant properties
- Short-term rentals that have become compliant because of outreach
- Short-term rentals that are still listed despite initial or repeated outreach

- Verify that letter notifications were sent to the correct address, and track whether email notifications were opened

Permitting, Licensing & Registration

The first step in any short-term rental compliance program is getting the hosts and managers to register their properties to remain compliant or remit taxes. Many communities are struggling to modernize their short-term rental registration processes, and as a result, they are unable to maximize compliance, reduce costs, or increase tax revenues.

Host Compliance builds tools for local governments that help them streamline the registration process and guide applicants through what could otherwise be complex permitting workflows. Plus, Host Compliance makes it even easier for operators to become compliant because there are no additional usernames or passwords to remember. The result? Happier staff and happier residents.

> Host Compliance has improved client services for greater flexibility and convenience. The online portal has saved time and resources...It has also been a popular way to connect people to one-on-one assistance with our staff."
>
> –Roy Given, Finance Director, Marin County, California

Permitting, Licensing & Registration Features

- Streamlined annual renewal process
- Branded outreach for swift compliance
- Fully configurable processes to meet your specific registration requirements
- Ease of use, error-proofing, and legal compliance
- Higher compliance rates and increased efficiency
- Better data for enforcement
- Mobile (cell phone, tablet, etc.) optimization and responsive design
- Configurable workflows and forms
- Automated reminders
- Clear and easy-to-read instructions and navigation

DID YOU KNOW

50%+

of short-term rental hosts prefer to handle their business from their mobile devices? Our solutions are enabled for mobile.

Permitting, Licensing & Registration Advantage

What If You Could...

- Give staff and residents a user-friendly and easy-to-administer solution for the registration of non-compliant STRs?
- Simplify outreach with personalized communication that directs the owner how to apply for an STR permit or license online?
- Save time and resources by reducing errors and wasted staff time and wasted energy?

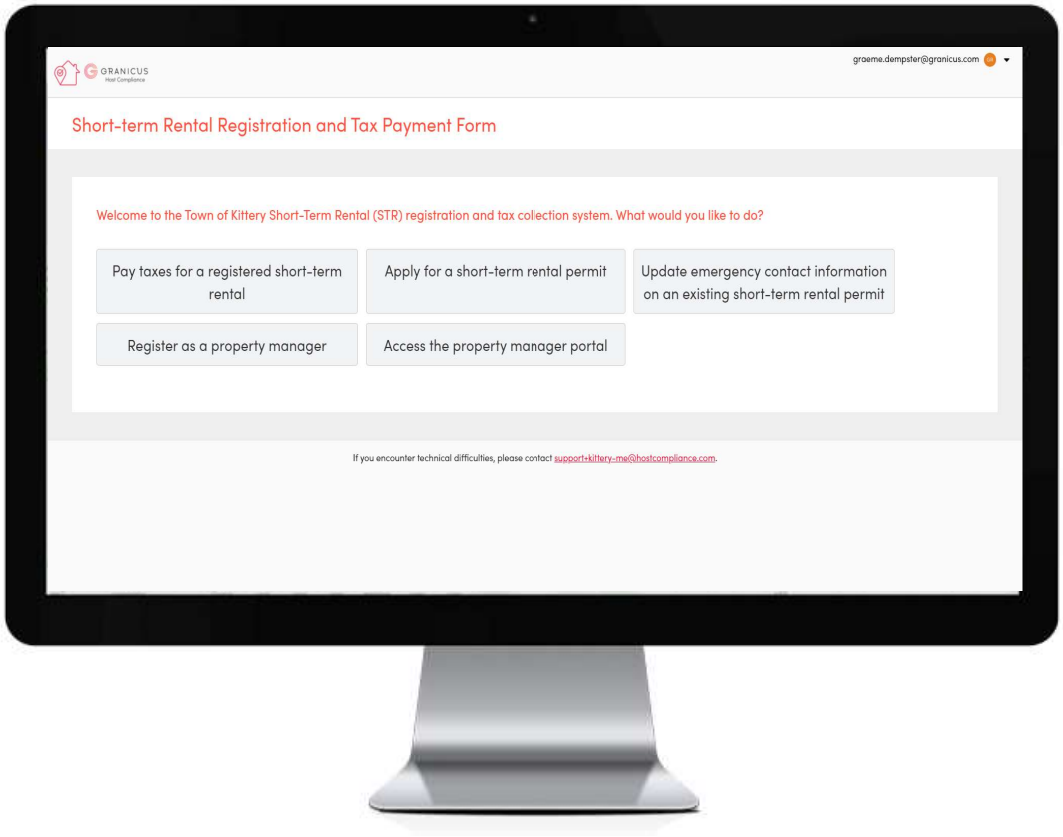


Figure 13: Simplify permitting and registration processes for residents and significantly reduce the administrative costs on the back end.

With Permitting & Registration You Can…

Streamline Your Short-Term Rental Permitting, Licensing, and Registration Process

- Make it easy for STR hosts to register and renew from anywhere
- Clear and easy-to-read instructions and navigation
- Mobile friendly forms that work on any device (e.g., responsive design, resized text)
- Allow for online payment collection (e.g., Credit Card, Debit Card, and ACH)
- Collect electronic signatures from any device

- Elevated compliance rates and increased revenue collection

Figure 14: Easily manage the review and approval/denial process on a single screen.

Easily Review and Approve or Deny Applications

- Confirmation emails automatically sent to applicant during review
- Printable PDF with Registration # and Expiration automatically emailed upon approval
- Ability to perform follow-up outreach to properties who do not submit sufficient documentation
- Staff explanation included in automatic email notification for denied applicants
- Configurable review status (e.g., Department Reviews)

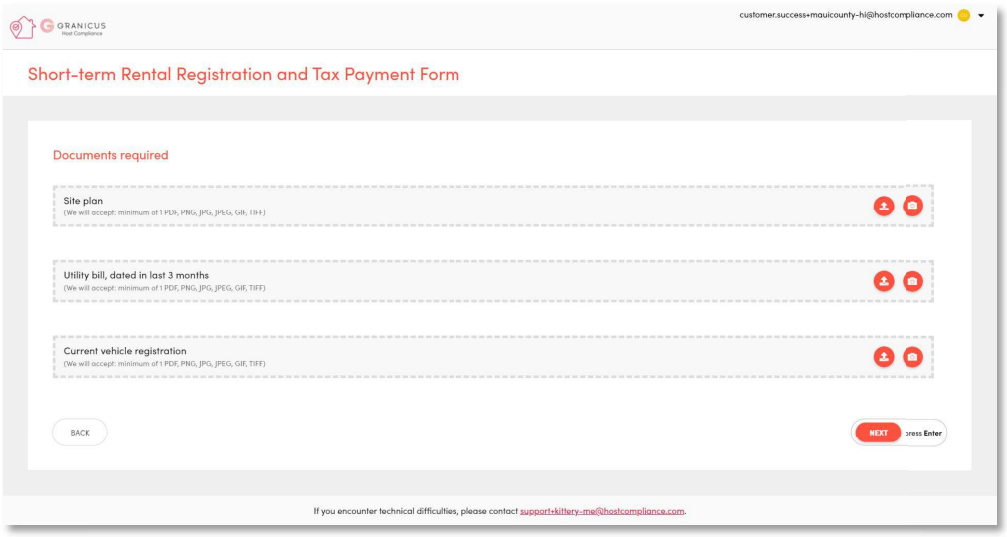


Figure 15: Collect all required information during the application process. Residents can easily upload required documents from their computer or enable the camera from a mobile device to provide supporting documentation.

Improve Data and Collection Processes for Residents

- Data is updated daily and can be exported into Microsoft Excel or CSV file format
- Staff can search, enter, and correct information, as well as append with additional information
- Staff can use the data for outreach, monitoring, and compliance purposes

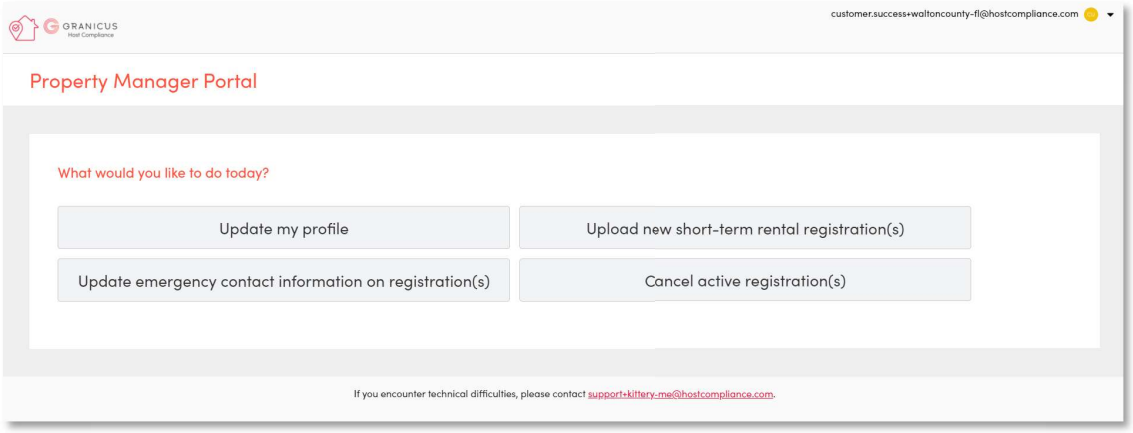


Figure 16: Property managers can easily register multiple properties at once and manage their account of active short-term rental properties.

Support Bulk Registration for Property Managers

- Applicants can register multiple properties in a single workflow
- Update contact information and manage their active short-term rentals
- Make a single payment for multiple properties at the same time

Provide Integrated Payment Options for Residents

- Allow for online payment collection (e.g., Credit Card, Debit Card, and ACH)
- All payments are processed through an integrated third-party payment processor, Stripe.com
- Stripe has been audited by a PCI-certified auditor and is certified to PCI Service Provider Level 1—the most stringent level of certification available in the payments industry
- Staff can search for past payments and registration applications while also being able to request corrections be made or additional information be added to applications

Tax Collection

Without proper enforcement, only a fraction of short-term rentals will remit tax and comply with regulations. Many cities and counties are missing out on a steady stream of revenue that could be reinvested in the community to improve affordable housing, tourism activities, and more.

> Because our taxes are due quarterly, it gives us time to reach out to folks and educate them before there are any penalties involved. So, if someone recently started renting and weren't aware of the rules, they'll get notified within that first three-month period and be able to come into compliance without any additional penalties or interest due."
>
> – Chrissy Earnhardt, Administrative Services Manager, Truckee, California

Tax Collection Features

- Configurable workflows and forms
- Automatic penalties & interest calculation for late remitters
- Ability to collect electronic signatures
- Automated reminders
- Property owner can pay from a variety of devices
- Ability to enter payments received in person or by mail
- Securely enable collection of taxes online via integrated debit card, credit card, or e-check (ACH) payment options
- Deposit all funds directly into the city's bank account via daily direct deposits
- Clear and easy-to-read instructions and navigation

DID YOU KNOW

<10%

Of STR owners voluntarily register and pay all of their taxes?

Tax Collection Advantage

What if you could…

- Make tax reporting and collection easy for hosts and staff to submit and review online?
- Save time and resources with a robust document management system that educates applicants on STR requirements?
- Recover untapped revenue potential by the thousands or millions?

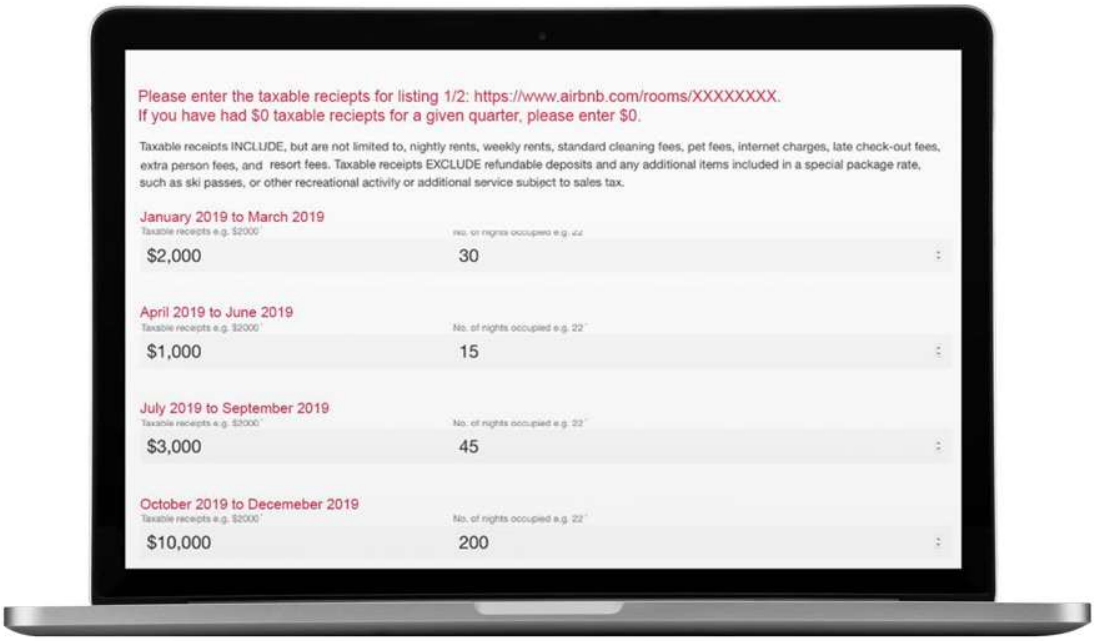
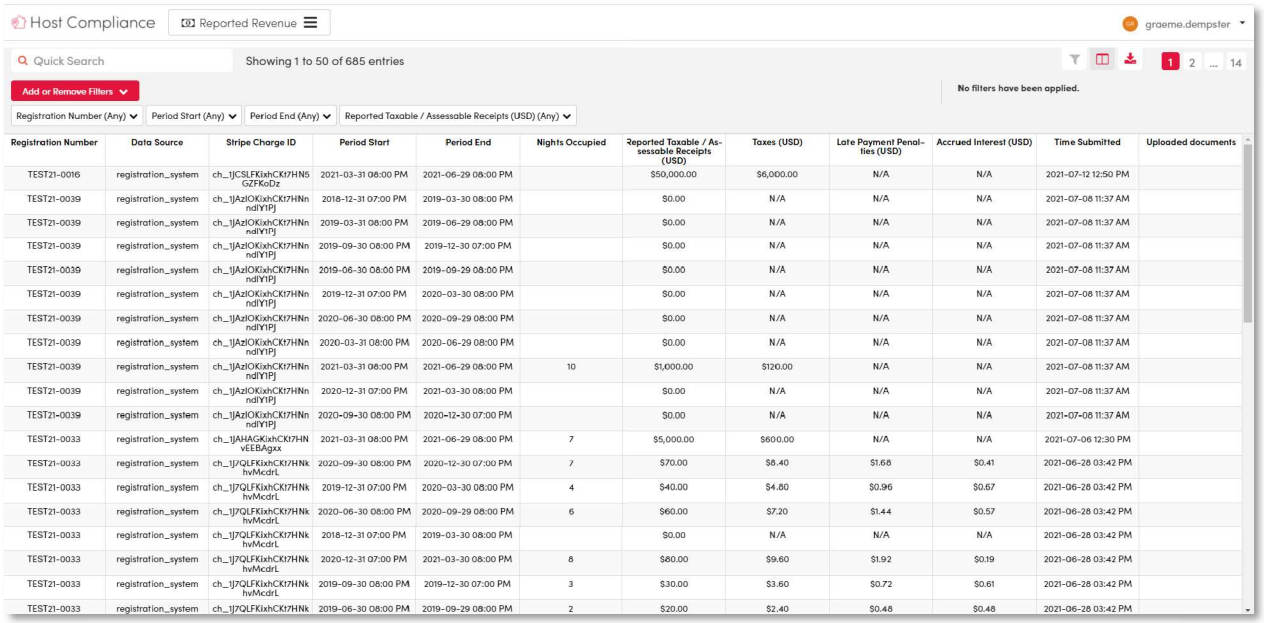


Figure 17. Simplify your tax collection process and significantly reduce the administrative costs on the back end.

With Tax Collection You Can…

Improve Data and Collection Processes for Residents

- Applicants can report itemized earnings
- Update contact information and manage their active short-term rental
- Makes payments for their property easily online
- Automatic reminders for Hosts



Registration Number	Data Source	Stripe Charge ID	Period Start	Period End	Nights Occupied	Reported Taxable / Assessable Receipts (USD)	Taxes (USD)	Late Payment Penalties (USD)	Accrued Interest (USD)	Time Submitted	Uploaded documents
TEST21-0016	registration_system	ch_1JCSLFKixhCKt7HN5GZFKoDz	2021-03-31 08:00 PM	2021-06-29 08:00 PM		$50,000.00	$6,000.00	N/A	N/A	2021-07-12 12:50 PM	
TEST21-0039	registration_system	ch_1JAzlOKixhCKt7HNndlY1PJ	2018-12-31 07:00 PM	2019-03-30 08:00 PM		$0.00	N/A	N/A	N/A	2021-07-08 11:37 AM	
TEST21-0039	registration_system	ch_1JAzlOKixhCKt7HNndlY1PJ	2019-03-31 08:00 PM	2019-06-29 08:00 PM		$0.00	N/A	N/A	N/A	2021-07-08 11:37 AM	
TEST21-0039	registration_system	ch_1JAzlOKixhCKt7HNndlY1PJ	2019-09-30 08:00 PM	2019-12-30 07:00 PM		$0.00	N/A	N/A	N/A	2021-07-08 11:37 AM	
TEST21-0039	registration_system	ch_1JAzlOKixhCKt7HNndlY1PJ	2019-06-30 08:00 PM	2019-09-29 08:00 PM		$0.00	N/A	N/A	N/A	2021-07-08 11:37 AM	
TEST21-0039	registration_system	ch_1JAzlOKixhCKt7HNndlY1PJ	2019-12-31 07:00 PM	2020-03-30 08:00 PM		$0.00	N/A	N/A	N/A	2021-07-08 11:37 AM	
TEST21-0039	registration_system	ch_1JAzlOKixhCKt7HNndlY1PJ	2020-06-30 08:00 PM	2020-09-29 08:00 PM		$0.00	N/A	N/A	N/A	2021-07-08 11:37 AM	
TEST21-0039	registration_system	ch_1JAzlOKixhCKt7HNndlY1PJ	2020-03-31 08:00 PM	2020-06-29 08:00 PM		$0.00	N/A	N/A	N/A	2021-07-08 11:37 AM	
TEST21-0039	registration_system	ch_1JAzlOKixhCKt7HNndlY1PJ	2021-03-31 08:00 PM	2021-06-29 08:00 PM	10	$1,000.00	$120.00	N/A	N/A	2021-07-08 11:37 AM	
TEST21-0039	registration_system	ch_1JAzlOKixhCKt7HNndlY1PJ	2020-12-31 07:00 PM	2021-03-30 08:00 PM		$0.00	N/A	N/A	N/A	2021-07-08 11:37 AM	
TEST21-0039	registration_system	ch_1JAzlOKixhCKt7HNndlY1PJ	2020-09-30 08:00 PM	2020-12-30 07:00 PM		$0.00	N/A	N/A	N/A	2021-07-08 11:37 AM	
TEST21-0033	registration_system	ch_1JAIAGKixhCKt7HNvEEBAgxx	2021-03-31 08:00 PM	2021-06-29 08:00 PM	7	$5,000.00	$600.00	N/A	N/A	2021-07-06 12:30 PM	
TEST21-0033	registration_system	ch_1J7QLFKixhCKt7HNkhvMcdrL	2020-09-30 08:00 PM	2020-12-30 07:00 PM	7	$70.00	$8.40	$1.68	$0.41	2021-06-28 03:42 PM	
TEST21-0033	registration_system	ch_1J7QLFKixhCKt7HNkhvMcdrL	2019-12-31 07:00 PM	2020-03-30 08:00 PM	4	$40.00	$4.80	$0.96	$0.67	2021-06-28 03:42 PM	
TEST21-0033	registration_system	ch_1J7QLFKixhCKt7HNkhvMcdrL	2020-06-30 08:00 PM	2020-09-29 08:00 PM	6	$60.00	$7.20	$1.44	$0.57	2021-06-28 03:42 PM	
TEST21-0033	registration_system	ch_1J7QLFKixhCKt7HNkhvMcdrL	2018-12-31 07:00 PM	2019-03-30 08:00 PM		$0.00	N/A	N/A	N/A	2021-06-28 03:42 PM	
TEST21-0033	registration_system	ch_1J7QLFKixhCKt7HNkhvMcdrL	2020-12-31 07:00 PM	2021-03-30 08:00 PM	8	$80.00	$9.60	$1.92	$0.19	2021-06-28 03:42 PM	
TEST21-0033	registration_system	ch_1J7QLFKixhCKt7HNkhvMcdrL	2019-09-30 08:00 PM	2019-12-30 07:00 PM	3	$30.00	$3.60	$0.72	$0.61	2021-06-28 03:42 PM	
TEST21-0033	registration_system	ch_1J7QLFKixhCKt7HNk	2019-06-30 08:00 PM	2019-09-29 08:00 PM	2	$20.00	$2.40	$0.48	$0.48	2021-06-28 03:42 PM	

Figure 18: Complete summary of all reported revenue and payments made on a single screen.

Support Tax Remittance for Hosts

- Data is updated daily and can be exported into CSV files
- Staff can search and append with additional information
- Staff can use the data for outreach, monitoring, and compliance purposes

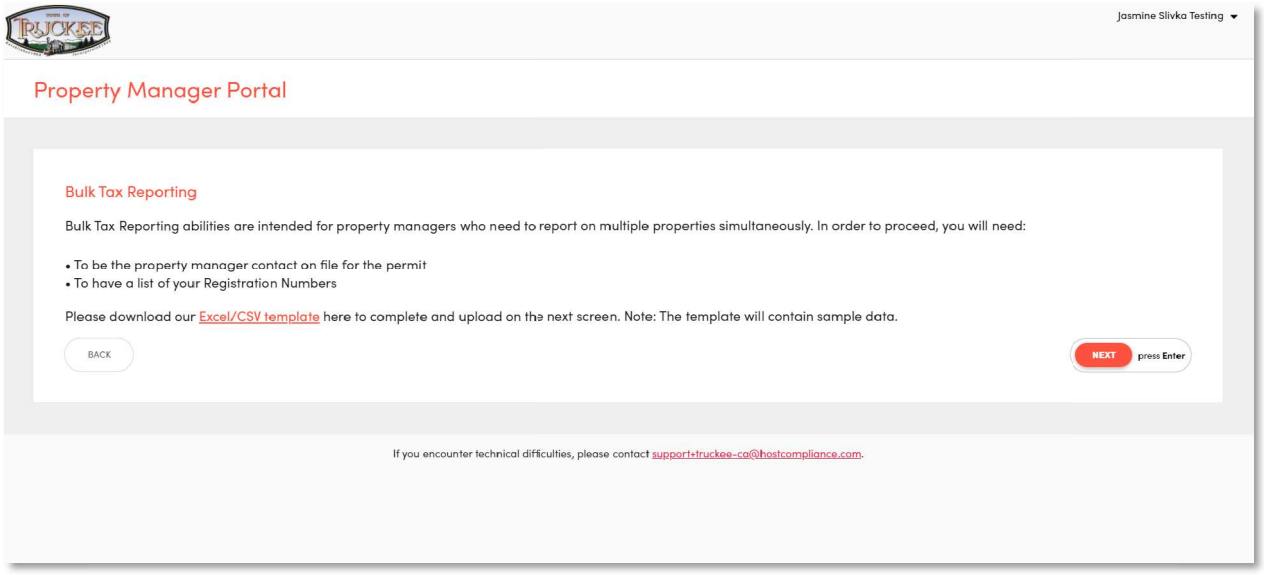


Figure 19: Property managers can report earnings for multiple properties and make a single bulk tax payment.

Support Bulk Tax Remittance for Property Managers

- Applicants can report itemized earnings for multiple properties in a single workflow
- Update contact information and manage their active short-term rentals
- Make a single payment for multiple properties
- Automatic reminders for Property Managers

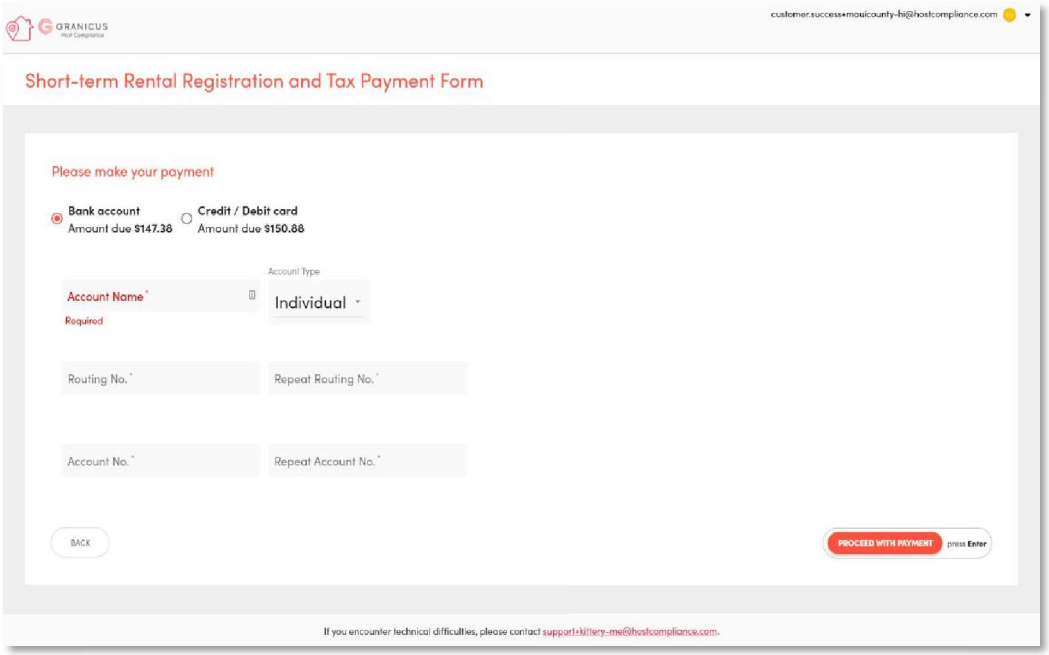


Figure 20: Collect payment for hotel/occupancy/tourist tax online through secure payment portal and have it deposited in the account of your choosing.

Provide Trusted Payment Options for Hosts

- All payments are processed through a 3rd party payment processor, Stripe.com
- Stripe has been audited by a PCI-certified auditor and is certified to PCI Service Provider Level 1—the most stringent level of certification available in the payments industry
- Staff can search for past payments and registration applications and request corrections to applications with additional information

Rental Activity Monitoring

Many short-term rental operators fail to report and remit the right amount of short-term rental related taxes. Likewise, many cities and counties struggle to enforce their rental frequency and rental cap related regulations. Additionally, identifying the under-reporting of taxes and rental cap violations is increasingly difficult. Tax collectors and code-enforcement staff often lack the data and proof needed to go after tax-dodgers and ordinance-violators.

> Short-term rentals are different than hotels. With hotels, you have an auditable trail. Host Compliance gives us that auditable trail. We can make sure we are collecting taxes fairly." –
>
> Zak Kelley, a Special Project Manager, Metro Government of Nashville, and Davidson County

Rental Activity Monitoring Features

- Up-to-date list of specific short-term rental hosts suspected of under-reporting taxes
- Automatic capture of online indicators of rental activity
- Accurate, quarterly estimates of each rental's gross rental revenue
- Weekly screenshots of reviews and calendars for each active listing
- Select candidates for audits and utilize our letter-sending capabilities for initial communication on your letterhead
- Seamless document collection and review
- Ability to invoice and collect back taxes
- Custom reports and analysis to support tax audits and other STR related investigations

DID YOU KNOW?

90%

of hosts generate 40% of the revenue — randomly selecting hosts to audit doesn't produce a great ROI on your efforts.

Rental Activity Monitoring Advantage

What If You Could...

- Improve the ability to monitor property tax collection without burdening your staff?
- Easily calculate historical estimates on occupancy and rental revenue figures for each short-term rental property?
- Save time and resources with comprehensive, data-informed reporting?
- Initiate audits to collect documents seamlessly and invoice your auditees?

With Rental Activity Monitoring You Can…

Monitor Rental Occupancy/Rental Frequency Violations

- Identify occupancy/rental frequency violations by STR listings for signs of rental activity
- Reliable evidence of Documented Stays and Documented Nights Occupied
- Proprietary algorithm to calculate Estimated Nights Occupied

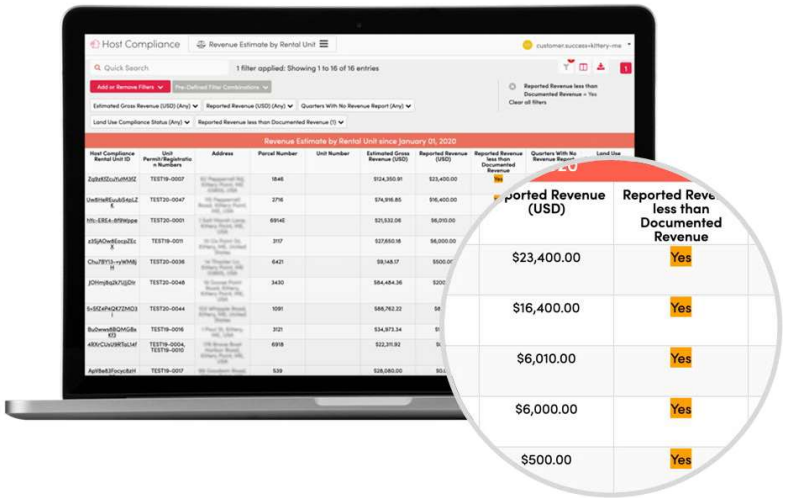


Figure 21: Identifying tax fraud and occupancy/rental frequency violations by STR listings for signs of rental activity.

Manage Auditing Easily

- Receive estimated occupancy and rental revenue for each property
- Automatically identify hosts who are under-reporting on taxes or exceeding occupancy regulations
- Quickly send letters to hosts about unpaid taxes
- Residents can easily upload required documentation through secure online forms

Track How Well Your Units Are Performing

- View summary statistics for reported properties

- Analyze data to support tax audits
- Configure data to look back on prior reporting periods

Consulting Services

The number of homes listed for short-term rent has grown exponentially in the last few years. With this rapid growth, many communities are—for the first time—experiencing positive and negative consequences of an increased volume of "strangers" in residential communities.

To mitigate the negative consequences and increase the positive outcomes, local governments have had to invest even more staff time and resources towards implementing effective short-term rental regulation. However, there is no one-size-fits-all, regulatory approach to regulation that will work for all communities.

Proven Customer Success

Situated near Lake Tahoe, Truckee, California's population can double on holiday weekends. With a limited number of hotels and plenty of single-family homes that are unoccupied most of the year, Truckee saw a dramatic increase in properties listed on online short-term vacation rental (STR) platforms as the market grew.

Meet Our Experts

Jeffrey Goodman

Jeffrey is an urban planner, considered one of the nation's leading authorities on short-term rentals and how they impact communities. He has previously contracted with both the City of New Orleans and Airbnb and advised researchers on short-term rentals in a range of cities including San Francisco, Portland, New Orleans, and New York. Jeff has spoken about short-term rentals across North America, including at the APA's National Planning Conference. He graduated from Yale College and earned his Master of Urban Planning from Harvard University. He is the author of a recent featured article in Planning Magazine on the topic of STR regulation.

Consulting Services Benefits

- Custom public outreach strategy and messaging framing
- Complete draft of a custom short-term rental regulation
- Compliance monitoring and enforcement plan for staff and legal counsel to refine and adopt
- Data based on our work with hundreds of cities, counties, and state governments

DID YOU KNOW?

60%

of those surveyed in a recent ICMA event had, or were moving towards, regulations

Success Stories

[Summit County Colorado | Short Term Rental Success Story | Granicus]

SUMMIT COUNTY
COLORADO

Summit County, CO

used technology to enforce its short-term rental ordinance and boost compliance



2	78%	$1.6M	400
member team managing STRs in a popular tourist area	median email open rate for STR communications	received in total payments in just one year	peacefully resolved STR complaints using 24/7 hotline

OVERVIEW

Summit County, CO is a popular resort town with the highest concentration of short-term rentals (STRs) in the country. With short-term rental management and communications software powered by Granicus, this small but mighty team increased compliance, collected valuable STR data, and made smart, data-informed updates to their ordinance.

SITUATION | COMPLIANCE AND COMMUNICATIONS

As STRs grew in popularity, the Summit County jurisdiction approved regulations and licenses and the county began using software to enforce its STR ordinance, which led to the use of Granicus solutions in 2020. Later – to improve communications with STR owners and property management companies – the department began using Granicus' marketing and communications software. This unique software pairing allowed Summit County to launch a communications strategy that serves as an aid to help local STR hosts become more compliant by virtue of sheer awareness.

SOLUTION | REMINDERS AND REGULATIONS

By creating several relevant topics and subscriber lists, the two-person STR team has been able to quickly send targeted messaging to interested groups, which has alleviated unwanted outreach. The purpose of the communications is to help the STR community understand the regulations, which they hope will be reflected in compliance down the line.

RESULTS | EDUCATION AND ENFORCEMENT

Granicus software helped the county collect $1.6M in total payments in just one year. Their 24/7 STR hotline helped the team peacefully resolve more than 400 complaints in 365 days. And the median open rate for the county's STR emails is 78%, well above the average rate for government communications.

Above all, the software has helped Summit County better manage STRs, assess their effect on the community, and communicate with involved parties to make them an asset instead of a hindrance.

MUST HAVE SOLUTION

govDelivery

Host Compliance

> "The public wants to be compliant. They want to do the right thing. You can't just have something on your website or in the paper and hope that people follow up. It's important to communicate with the public – especially as a government agency – and govDelivery helps us do that.

Brandi Timm
Short-Term Rental Program Coordinator

Alabama Mountain Lakes Tourist Association | Granicus | Success Story

Alabama Mountain Lakes Tourist Association

Creating Positive Tax Revenue from Rentals in North Alabama



21%	8%	2,500	500
increase in tax revenue to AMLTA in 4 months	increase for state overall from only 16 counties	letters mailed to North Alabama STRs	community users across 16 counties

OVERVIEW

When the Alabama Mountain Lakes Tourist Association saw hotel development stalling, they discovered the hidden growth of short-term rentals across 16 counties. By working with Granicus to drive tax compliance, they were able to increase statewide revenue collection by eight percent.

SITUATION | MANUAL AND MONOTONOUS

Spanning 16 counties in the North Alabama region, the Alabama Mountain Lakes Tourist Association provides support and awareness to a wide area of popular destinations. The issue of short-term rentals (STRs) was making an impact on the area's economy. While Alabama Mountain Lakes Tourist Association President Tami Reist stated she's a fan of short-term rentals, even using them herself, the revenue shortfall from residents operating STRs left her feeling that operators were taking a one-sided advantage of the organization that helped attract visitors.

SOLUTION | AUTOMATED AND ACCESSIBLE

After meeting with the State Tourism Director to review the data, the decision was made to move forward with a new host compliance program. ith the state's support, Reist had Granicus work to identify homes that were not properly paying lodging tax as STRs and send, per Reist's count, over 2,500 notification letters through Granicus' Host Compliance Tax Collection and Letters modules. These letters connected STR operators to a website where they could be properly educated about their tax responsibilities, as well as settling any outstanding taxes.

RESULTS | PAPERLESS AND PRACTICAL

In just two months, Reist found a 21% increase in revenues billed out through the Granicus Host Compliance system. After launching the letter campaign in January and February 2022, over 40 properties had logged into the system to address revenue collection issues by March. Since then, the system has gained 500 community users and, driven by the 16 counties in Reist's area alone, statewide STR revenue collection in Alabama increased by 8%.

MUST HAVE SOLUTION

Host Compliance

"Using Granicus, we can identify this data and send it out (via the Granicus letters module) to short-term rental property owners to let them know about the state law for lodging tax to be paid. We found out a lot of people didn't know about the law."

Tami Reist

President, Alabama Mountain Lakes Tourist Association

The Short-Term Rental Market is Exploding

15x
The # of short-term rental listings since 2011.

27
Global markets have seen home rentals outperform hotels in the last year.

100s
Of different platforms make it nearly impossible to manually track STR property listings.

239%
Increase in STR related party complaints in the last year.

Nashville, Tennessee

$2.8M
More Taxes Collected within the first year.

>90%
Permits Held by STRs within the city.

10x
ROI Increase in taxes pays for HC 10x over.

Missoula, MT

2x
Short-term rental growth in seven years.

90%
Identification rate on 543 properties in last calendar year.

Staff
Research time reduced by half.

500+
Engaged visitors to short-term rental project page.

Alabama Mountain Lakes Tourist Association

21%
Increase in tax revenue to AMLTA in 4 months.

8%
Increase for state overall from only 16 counties.

2,500
Letters mailed to North Alabama STRs.

500+
Community users across 16 counties.

"Using Granicus, we can identify this data and send it out (via the Granicus letters module) to short-term rental property owners to let them know about the state law for lodging tax to be paid. We found out a lot of people didn't know about the law."

Tami Reist, President, Alabama Mountain

References

Yates County, NY	
Contact	Jessica Mullins
Email	jmullins1@yatescounty.org
Phone	(315) 536-5192

Steamboat Springs, CO	
Contact	Rebecca Bessey
Email	rbessey@steamboatsprings.net
Phone	(970) 871-8202

Nashville, TN	
Contact	Bonell McBroom
Email	bonell.mcbroomiii@nashville.gov
Phone	(615) 862-7416

Pricing

Subscription/Annual Recurring	
Address Identification	$12,618.00
24/7 Hotline	$5,047.00
Total	**$17,665.20**

One-Time Fees	
Address Identification – Setup and Configuration	$0.00
Address Identification – Online Training	$0.00
24/7 Hotline – Setup and Configuration	$0.00
24/7 Hotline – Online Training	$0.00
Total	**$0.00**

Currency: USD

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Project Implementation

The sales and contracting process is only the first step in the lifecycle of a Granicus customer. As soon as we partner with your organization, our Professional Services team takes over as your primary point of contact. The mission of professional services team is to drive long-term customer satisfaction through repeatable solution delivery.

Granicus Service Difference

The Granicus Professional Services team consists of over 70 people distributed across our core offices. The team is primarily composed of implementation specialists and consultants that handle small to mid-level projects. Additionally, we have a broad team of project managers that handle projects that are more complex or incorporate multiple Granicus solutions or product families.

Our Professional Services team also includes a cross-section of technical experts with expertise in specific service areas. Some of these additional offerings include data migrations, UX analysis, graphic and web design, development, and API configuration.

Collectively, we have over 450 years' experience delivering software solutions across a wide variety of industries and verticals. Our teams of implementers and technology specialists have deep expertise with one of our core product families and cross-train over time on other solutions as they gain experience.

Clients will always have a single point of contact within the Professional Services team for questions or concerns during the deployment process. In our experience, this focused attention leads to better outcomes for the client and a more cohesive project management experience.

Project Management Approach

The project implementation process is typically the first extended contact a customer has with the Granicus team, so we are focused on providing the best customer experience from the start. Our goal is to deliver a fit-for-purpose solution that meets the client's requirements and creates a customer for life or strengthens the relationship with an existing customer.

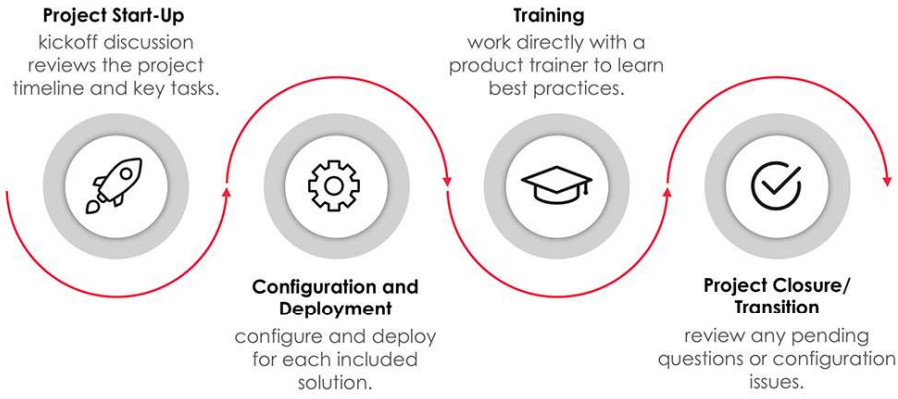
Our implementation teams strive to provide the appropriate level of support throughout the project lifecycle, from kickoff through training, go-live and continuing support. In general, we staff our teams based on project complexity and strive to keep our project teams as small as possible.

The Granicus Project Management methodology is designed to be consistent and repeatable, with one of our experienced Project Managers or Implementation Specialists/Consultants guiding the client team through every step of the process.

Each Granicus solution has specific elements that need to be addressed during the delivery process but generally our projects all proceed through a similar set of completion milestones: Project kickoff & planning, discovery & requirements gathering,

configuration and deployment, user acceptance testing & training, and project closure/transition to our customer success team.

Once all relevant issues are resolved and the client team confirms acceptance, the project will be formally transitioned out of the professional services team and handed over to our customer support and customer success teams.



Project Transition

When a project enters the Project Closure phase, the Granicus project lead will introduce the client team to the Customer Support and Customer Success teams. These teams ultimately become the primary points of contact for all customer interaction once a solution has been fully configured and deployed. The Customer Support and Success teams act as the client's internal advocates for the remainder of their lifecycle with the company.

Project Training

Granicus will conduct training for Client-identified staff that will cover the essential concepts and standard navigation of the solution and tasks related to your short-term rental compliance monitoring processes. Client will utilize a train-the-trainer approach for end user training. Scheduling of all training sessions shall be coordinated with and approved by Client. Granicus will authorize Client to videotape training sessions for internal use and to reproduce any the training materials such as training guides, screenshots, in part or whole, for its own purposes.

Self-Service, Ongoing Training, and Supporting Documentation

Our online knowledge base containing user guides, FAQs, training videos and other self-help information is available online at support.granicus.com. This also includes the ability to directly submit suggested modifications or new feature requests to our

Granicus development teams. Ongoing live support, training videos, product updates and supplemental online courses are all provided as a part of your ongoing subscription. However, beyond the Customer Success Consultants annual success call you can acquire additional onsite training or support if desired as a billable professional service.

Our Team

Key Project Personnel

The Granicus resources assigned to this project will be knowledgeable in the Granicus modules included in the solution as well as in the City's business processes and requirements. These resources shall be fully capable of performing assigned duties, fulfilling project commitments, and communicating with City team members effectively. The following roles may be part of your implementation project:

- Project Manager (Granicus PM): This is the primary person responsible for the implementation of and adherence to project plans.
- Designer: The Designer is responsible for customizations and modifications of Granicus products that relate to web design.
- Solution Validation Engineer: This team member is responsible for reviewing the City's technical compatibility with new or existing Granicus solutions. They will confirm the solution will work in the City's environment and ensure the City will maximize the intended and desired benefits from the solution.
- Product Trainer: The Trainer delivers instructor-led online or in-person training.

Customer Support

The Granicus Customer Support Team is focused on a single common mission: provide our clients with high quality, responsive support across all our product families. We are a diverse team of dedicated professionals driven by the mission and call to public service who strive to be on the cutting edge of technology and innovation.

Philosophy and Team Credentials

Teachers, public servants, musicians…this is just a sampling of the kinds of folks who embody the Granicus support organization. Despite our diverse backgrounds - we are all focused on one mission: to provide highly responsive world-class support to our local, state, and federal clients.

We employ a large and distributed team of support representatives, senior representatives and team leads across the U.S. and the U.K. with our primary locations in Denver, Colorado and St. Paul, MN. In addition to our standard product training, all of

our GovMeetings representatives undergo an intensive training process that includes an introduction to Robert's Rules of Order, the local legislative process, key state, and local considerations (e.g., The Brown Act, Section 508 Compliance etc.) and technology-specific training.

We also employ a host of tools and systems that enable our team to better support our customers, including skill-based call routing, a centralized ticketing system, a robust knowledge base, remote support, and desktop tools, and 24/7 monitoring of our cloud-based infrastructure.

Contacting our Support Organization

Regular Support Hours (Phone, Email, Chat):
Monday-Friday, 8AM EST – 10PM EST

Extended Live Meeting and Video Streaming Support (Phone, Email):
Monday-Friday 9PM EST - Midnight

Emergency Support is available 24/7

Phone:
(800) 314-0147 (US)
+44 (0) 800 032 7764 (Europe)

Email: support@granicus.com

Granicus Support Portal - Support.Granicus.com

The Granicus support portal is your 24/7 resource for user guides, knowledge base articles and training videos for all of our product offerings. Additionally, our users can sign up for weekly webinars/how-to sessions led by our support and services team. Users can also initiate a chat session with a live support agent during our standard business hours.

Granicus System Status

Granicus customers can opt-in to receive email and or SMS text alerts to our online status page (status.granicus.com) that provides real-time information around product releases, service disruptions and outages for all of our products. Granicus support and engineering provides for 24/7 response and monitoring of all cloud-based systems and software.

Support Service Levels and Priority Levels

Granicus is dedicated to providing the highest levels of support to our customers. To ensure that each support case is handled efficiently, we commit to the below service levels.

PRIORITY 1: EMERGENCY

Initial response: Within at least one hour

Severe application problem that causes productivity to cease for a large number of staff or complete loss of service to either website or intranet (application-related site outage).

Examples:

- Web server is running but application is non- functional
- SQL-server errors not related to hardware

PRIORITY 2: HIGH

Initial response: Within at least four business hours

Application or service is degraded but is available. A work-around is possible or a brief loss of service is acceptable. Impacts only a small group or causes work to cease for an individual staff member.

Example:

Granicus site is operational but search, calendar or other modular functionality is impaired

PRIOIRTY 3: MEDIUM

Initial response: Within at least one business day

Moderate business impact; issues have affected productivity. A work-around may exist or the problem is for a non-business-critical task.

Examples:

- File attachments won't upload
- Text is not rendering correctly

PRIORITY 4: LOW

Initial response: Within at least three business days

Limited business impact. Requests can be scheduled.

Examples:

- Programmatic change to back-end or front-end to improve efficiency
- Distribution of all patches and upgrade

Security Overview

No other short-term rental compliance monitoring software provider invests as heavily in infrastructure as Granicus, whether that investment is in our datacenters or in the platform engineers who ensure that they operate flawlessly. Granicus views NIST 800-53 as the gold standard for application and infrastructure security.

Granicus understands the impact of disruption and takes the necessary steps, in our infrastructure design and scale, to ensure the availability of your applications when you need them. Data in those applications is encrypted at rest and in transit using FIPS 140-2 validated encryption methods. The remainder of the suite is hosted in Amazon Web Services and all backups (from every application) are replicated to AWS datacenters.

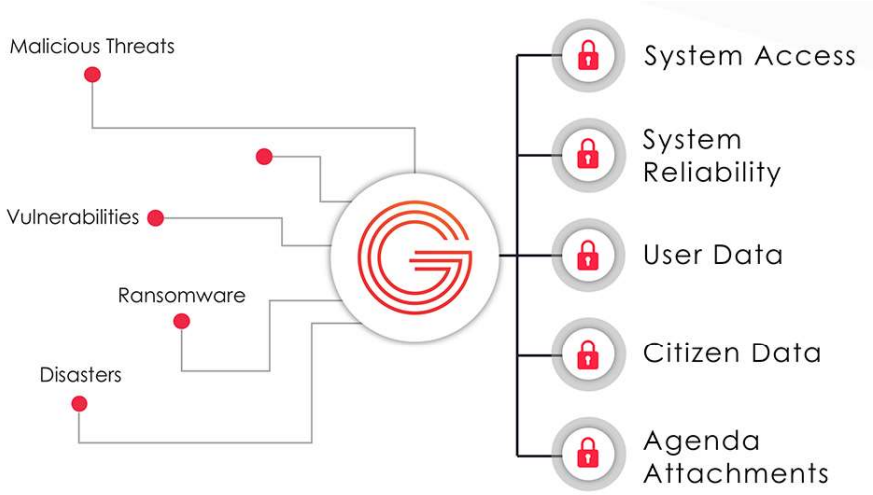


Figure 22: Security posture overview

Security Overview

We have leveraged best-practice principles from our roots in Silicon Valley in building the Host Compliance software, technology infrastructure, and data science architecture. Our core solutions are built in-house (given the lack of existing robust solutions incorporating geo-spatial data and the ability to run complex algorithms) and all data pertinent to our services are delivered through an integrated web interface that incorporates multiple modules (e.g., address identification, compliance monitoring, online permitting, tax collection, rental activity and tax compliance monitoring, hotline, reports, and dashboards) updated in real time. As the Host Compliance solution is a cloud-based solution on a virtualized server, it will be accessible to the relevant City personnel through a secure password-protected web application. Data and reports can be pulled by City staff "on demand" through our platform, without the need for advanced hardware – only a secure and consistent connection to a modern Internet browser (e.g., Explorer 11+, Edge, Chrome, Firefox, and Safari) to access online software at a designated URL. As for PC requirements, if the City's PCs operate on one of the

above-mentioned operating systems, you will be able to use the Host Compliance platform.

Data Center Security

For database management system, server hardware architecture, and related services, we are using Amazon, which is the industry's leading provider of such services and is well-known for its scalability and security. Host Compliance is 100% cloud-based which for the City means that there are no web hosting requirements as our databases are hosted on Amazon Web Services.

With regard to security, as described above, Host Compliance hosts our applications and your data with Amazon Web Services (AWS) which provides a highly reliable, scalable, low-cost infrastructure platform in the cloud that powers hundreds of thousands of organizations in 190 countries including government institutions such as the U.S. Department of State, the U.S. Department of Energy, the Center for Disease Control, the State of Washington, and Multnomah County, OR. AWS is a secure, durable technology platform with industry- recognized certifications and audits: PCI DSS Level 1, ISO 27001, FISMA Moderate, FedRAMP, HIPAA, and SOC 1 (formerly referred to as SAS 70 and/or SSAE 16) and SOC 2 audit reports. All the data centers we use have multiple layers of operational and physical security to ensure the integrity and safety of our data.

All data is backed up using daily and weekly images. Parent/child replication also ensures that database backups are hot-swappable. Backups and replications are not transported off site but are stored in different Amazon data centers from the Host Compliance application to ensure that they can be recovered in case of loss at the primary data center. To identify and manage threats, Host Compliance's team constantly monitors notifications from various sources and alerts from internal systems.

Robust Security Layers

We follow industry-standard practices under the guidance of our experienced Information Security Officer and our Privacy Officer. For example:

- None of our servers are publicly accessible. Host Compliance engineers must proxy all their traffic through our secure jump box to reduce potential attack vectors from would be hackers.
- We have a strict two-factor authentication policy for all third-party logins (such as through Google), if available.
- Public access to AWS s3 is restricted for website assets.
- All data (s3 + database storage) is encrypted at rest and is only made available, on an as-needed basis, to employees and contractors of Host Compliance via a secure Host Compliance login unique to the individual, each of whom are all working under agreements that contain strict confidentiality clauses.

- Employees are required to encrypt their hard drives, and User access profiles are managed centrally through LastPass and our HR/ contractor onboarding and offboarding processes.
- We document and inventory our hardware (e.g., employee laptops and monitors), software, and online applications.
- We retain logs of all database interactions (limited to Host Compliance employees and contractors) that stores stored data for 3 days. We retain all application logs for 15 days.

Virtually all of the information we store is publicly available information (e.g., platform listings, publicly available government records). Credit card and bank account information is not persisted anywhere on our system and is instead passed directly to our third-party payment processor, Stripe, Inc. Stripe, Inc. is a vendor certified to PCI Service Provider Level 1 (the most stringent level of certification available in the payments industry) that processes payments for more than 100,000 other companies and organizations including Amazon, Target, and UNICEF. For the limited personal information, we retain (primarily for our Permitting/Registration and Tax Collection customers), the information is stored in highly secure Amazon S3 buckets that are protected by appropriate security mechanisms that have been reviewed and approved by various customers' cybersecurity teams, including Los Angeles and Seattle.

Granicus Proposal for Saugatuck, MI

ORDER DETAILS

Prepared By:	Mike Bozich
Phone:	
Email:	mike.bozich@granicus.com
Order #:	Q-330829
Prepared On:	04 Mar 2024
Expires On:	30 Apr 2024

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance:	This Agreement shall become effective on the date it is awarded and will continue for 12 months. Client will have the option to renew this Agreement for 2 period(s) of 1 year each. The term of the Agreement will commence on the date this document is signed and will continue for 36 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**One-Time Fee**
Address Identification - Setup and Configuration	Up Front	1 Each	$0.00
Address Identification - Online Training	Up Front	1 Each	$0.00
24/7 Hotline - Setup and Configuration	Up Front	1 Each	$0.00
24/7 Hotline - Online Training	Up Front	1 Each	$0.00
		SUBTOTAL:	**$0.00**

New Subscription Fees					
Solution	**Period of Performance**	**Billing Frequency**	**Quantity/ Unit**	**Annual Fee**	**Prorated Fee**
Address Identification	30 Apr 2024 - 30 Jun 2024	Annual	1 Each	$12,618.00	$2,137.57
24/7 Hotline	30 Apr 2024 - 30 Jun 2024	Annual	1 Each	$5,047.21	$855.03
			SUBTOTAL:	**$17,665.21**	**$2,992.60**

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
Address Identification	$13,248.90	$13,911.35
24/7 Hotline	$5,299.57	$5,564.55
SUBTOTAL:	**$18,548.47**	**$19,475.90**

PRODUCT DESCRIPTIONS

Solution	Description
Address Identification	Ongoing monitoring of 60+ Short Term Rental websites including major platforms Airbnb, VRBO, HomeAway, Booking.com, FlipKey, & Expedia. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes:- Ongoing monitoring of all listings in your jurisdiction - Updating listing activity and details every 3-5 days - Screenshot activity of every listing - Deduplication of listings into unique Rental Units - Activity dashboard and map to monitor trends and breakdown of compliance
24/7 Hotline	24/7 web and phone hotline for your community to report short term rental complaints such as parking, trash, noise disturbances, and illegal short term rentals. This product include:- Mobile-enabled online web form for citizens to submit tips or complaints (text, videos, and photos) - 24/7 call center for citizens to contact and report complaints verbally - Recordings for all call center complaints - Email notifications to your team when complaints are logged - Automatic outbound IVR calls and SMS messages to permit emergency contacts notifying them of the complaint - SMS support for emergency contacts to mark a complaint as acknowledged or resolved with the ability to send resolution notes - Hotline Dashboard for tracking complaint volumes, trends, and categories - Ability to upload Notes/Comments to each complaint
Address Identification - Setup and Configuration	Setup and configuration of the platform to facilitate the systematic identification of the addresses and owner's contact information for short-term rentals located in a specific local government's jurisdiction. *Note: The implementation timeline for Client is dependent on Granicus' receipt of all data from Client required to complete the services, including assessor data and registration files, in the format agreed upon by the parties prior to project kick-off. Any fees associated with the collection or receipt of required data will be borne by Client.*
Address Identification - Online Training	Virtual training session with a Granicus professional services trainer.
24/7 Hotline - Setup and Configuration	Setup and configuration of the online platform to enable neighbors to report, prove and get instant resolution to non-emergency short-term rental related problems.

Solution	Description
24/7 Hotline - Online Training	Virtual training session with a Granicus professional services trainer.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-330829 dated 04 Mar 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Saugatuck, MI to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

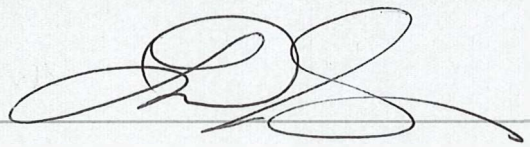
BILLING INFORMATION

Billing Contact:	Peter Stanislawski	**Purchase Order Required?**	[X] - No [ ] - Yes
Billing Address:	PO Box 86. Saugatuck, MI 49453	**PO Number:** *If PO required*	
Billing Email:	peter@saugatuckcity.com	**Billing Phone:**	269-857-2603

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-330829 dated 04 Mar 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Saugatuck, MI	
Signature:	
Name:	Lauren Stanton
Title:	Mayor
Date:	3-12-24

REVOCABLE LICENSE AGREEMENT

FOR RESTAURANT SEATING IN THE PUBLIC RIGHT OF WAY

THIS AGREEMENT is made this __ day of _____, 2026, by and between the CITY OF SAUGATUCK, (hereinafter "City") a municipal corporation located in Allegan County, Michigan; and JW Pizza LLC (hereinafter "Licensee").

Recitals

A. Licensee has a leasehold interest in real property located at 322 Culver Street, in the City of Saugatuck, further described as Parcel No. 57-300-195-00. A restaurant is operated on the property.

B. Licensee desires to place an 8 foot by 30-foot wooden platform within the existing on-street parking spaces in front of 322 Culver Street to accommodate 5 tables (of a size to sit 4 persons) and 20 chairs to be utilized in conjunction with the restaurant. The wooden platform shall contain adequate lighting and traffic reflectors as required by the City and set forth in the attached Exhibit A, and it may contain trash can(s), sanitation stations, and planters as indicated in Exhibit A.

C. The public right-of-way, including the roadway and parking spaces, is 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 wooden platform and number of tables and chairs set forth in Recital B above within and on the public roadway to be placed over the parking space(s) 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 platform, seating, and tables shall not obstruct or interfere with vehicular traffic traveling along the public roadway or 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, or other 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 wooden platform, tables, chairs, or any other items set forth in Recital B or otherwise placed on the Licensed Premises within and on the public roadway or from the City 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, 2031. 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 Licensee's address (PO Box 153 Saugatuck, MI_49423), Licensee shall forthwith remove the wooden platform, tables, chairs, and any other items referenced in Recital B from within the City right-of-way and roadway. In the event the license is revoked, neither Licensee nor its successors or assigns shall be entitled to any compensation

8. Any food service or alcohol 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 wooden platform, tables, chairs, or any other items set forth in Recital B 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: _____

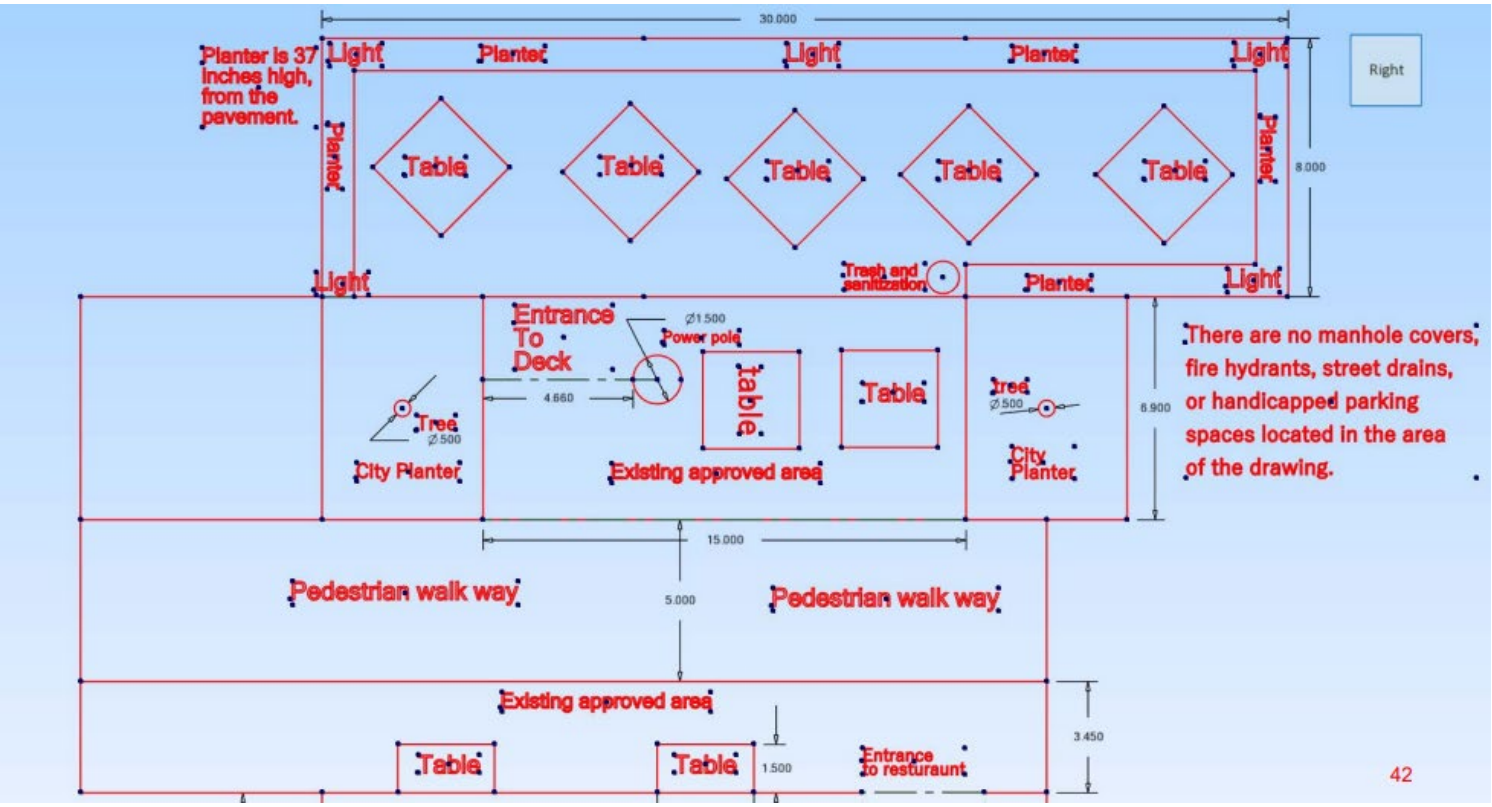
JW PIZZA LLC

By: _____

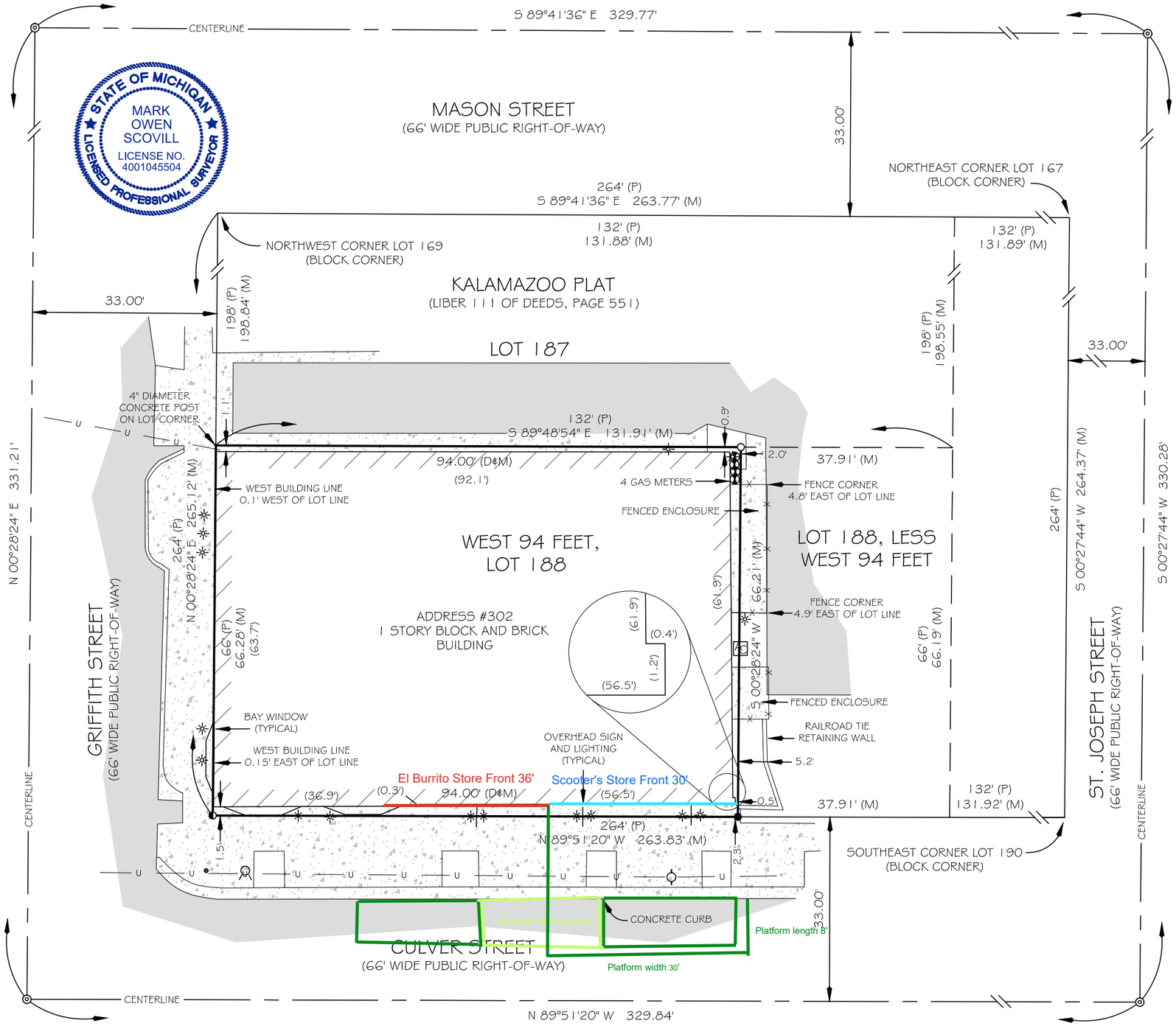
_____

Its: _____

EXHIBIT A


30.000
Planter is 37 inches high, from the pavement.
Light
Planter
Light
Planter
Light
Right
Planter
Table
Table
Table
Table
Table
Planter
8.000
Light
Trash and sanitization
Planter
Light
Entrance To Deck
Ø1.500
Power pole
4.660
Table
Table
Tree
Ø.500
City Planter
Existing approved area
Tree
Ø.500
City Planter
6.900
There are no manhole covers, fire hydrants, street drains, or handicapped parking spaces located in the area of the drawing.
15.000
Pedestrian walk way
5.000
Pedestrian walk way
Existing approved area
3.450
Table
Table
1.500
Entrance to resturaunt
42

CERTIFICATE OF SURVEY



STATE OF MICHIGAN
MARK OWEN SCOVILL
LICENSE NO. 4001045504
LICENSED PROFESSIONAL SURVEYOR

N
SCALE 1" = 20'
20' 10' 0' 20'
SCALE FEET

LEGEND:

- SET 1/2" STEEL ROD WITH CAP #45504
- FOUND CUT "+" IN CONCRETE PAVEMENT
- SET CUT "+" IN CONCRETE PAVEMENT
- LOCATION OF PREVIOUSLY FOUND MONUMENTATION PER HOLLAND ENGINEERING, INC. REFERENCE SURVEYS

- UTILITY POLE
- GAS METER
- OVERHEAD LIGHT
- AIR CONDITIONER
- FIRE HYDRANT
- WATER VALVE
- U — OVERHEAD UTILITY LINES
- X — WOOD FENCE
- CONCRETE PAVEMENT
- ASPHALT PAVEMENT

(92.1') - BUILDING DIMENSIONS
(P) - PLATTED DIMENSION
(C) - COMPUTED DIMENSION
(M) - MEASURED DIMENSION
(D) - DESCRIPTION DIMENSION

DESCRIPTION:

PER SUN TITLE AGENCY OF MICHIGAN, LLC
COMMITMENT NUMBER: 231466
COMMITMENT DATE: SEPTEMBER 6, 2024

LAND SITUATED IN THE CITY OF SAUGATUCK, ALLEGAN COUNTY, MICHIGAN:

THE WEST 94.00 FEET OF LOT 188, KALAMAZOO PLAT, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 111 OF PLATS, PAGE 551.

GENERAL NOTES:

THIS SURVEY WAS PREPARED FOR THE LANDS AS DESCRIBED HEREIN WITHOUT THE BENEFIT OF CURRENT TITLE WORK. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.

UTILITIES SHOWN HEREON ARE FROM ABOVE GROUND OBSERVATIONS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA. THE LOCATION OF UNDERGROUND UTILITIES HAS NOT BEEN DETERMINED IN THIS SURVEY.

BEARINGS ARE BASED ON THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83 (1994).

DATE OF FIELD SURVEY: SEPTEMBER 19, 2024.

HOLLAND ENGINEERING, INC.
220 HOOVER BLVD.
HOLLAND, MI 49423
616-392-5938

Mark O. Scovill

MARK O. SCOVILL
MICHIGAN PROFESSIONAL SURVEYOR #4001045504

HOLLAND ENGINEERING
ENGINEERING | SURVEYING | PUBLIC SERVICES
220 Hoover Boulevard, Suite 2
Holland, Michigan 49423-3766
www.hollandengineering.com
T 616-392-5938 F 616-392-2116

The Surveyors / Engineers liability for any and all claims arising out of the Surveyor's / Engineers professional services, regardless of cause, misconduct, warranties or misrepresentations shall be deemed limited to an amount no greater than the service fee.

CLIENT:
ATTN: ANDY HAGANS
MASTIFF CULVER, LLC
302 CULVER STREET
SAUGATUCK, MICHIGAN 49453

PROJECT LOCATION:
302 CULVER STREET
SAUGATUCK, MICHIGAN 49453
THE WEST 94 FEET OF LOT 188
KALAMAZOO PLAT
CITY OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN

Issued for:

No.	Description	Date
A	CERTIFICATE OF SURVEY	09/25/24

Project Manager: MARK O. SCOVILL
Vertical Datum: N/A | Horz. Datum: LOCAL
Drawn by: JOHN M. RANKIN
Checked by: Survey | JCD | Date: 09/25/24
HEI Project Number: 24-09-005
Sheet Title: CERTIFICATE OF SURVEY
Sheet No.: 1 OF 1

City Council Agenda Item Report

FROM: Ryan Cummins, City Manager

MEETING DATE: May 11, 2026

SUBJECT: Letter of Support for Brownfield Grant Application for The River Market Redevelopment

DESCRIPTION:

The Allegan County Brownfield Redevelopment Authority has recommended proceeding with a brownfield grant application to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for the proposed River Market Development. The property is a contaminated former leaking underground storage tank facility. EGLE has reviewed the preapplication materials and has invited the County to apply.

The County is requesting a a letter of support from the City for the County to submit the grant application. The County has advised that if awarded, the County will check with the City prior to acceptance to ensure nothing has changed.

LEGAL REVIEW:

The letter was discussed with legal and legal will be at your meeting for any questions.

SAMPLE MOTION:

Motion to approve the letter of support for the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Brownfield Redevelopment Grant application which is being submitted by Allegan County for the River Market Redevelopment.

May 8, 2026

Mr. Douglas Koop
Brownfield Redevelopment Coordinator
Michigan Department of Environment, Great Lakes, and Energy
Kalamazoo District Office
6938 Elm Valley Drive

RE: The River Market Redevelopment - Brownfield Grant Application
640 Water Street, Saugatuck, Michigan 49453

Dear Mr. Koop:

On behalf of the City of Saugatuck, we are pleased to provide our support for the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Brownfield Redevelopment Grant application which is being submitted by Allegan County for the above noted project. The property is a contaminated former leaking underground storage tank facility, which is intended to be redeveloped into a mixed commercial and residential establishment. The proposed redevelopment will repurpose a contaminated site for the betterment of the City, mitigating environment risks and bringing new jobs and increased tax base to the community.

The City acknowledges that the proposed project is an allowable reuse of the property and supports efforts to revitalize this contaminated site. The City's Planning Commission has unanimously recommended approval of the redevelopment (future use of the Site), finding that it will comply with all local zoning and planning ordinances. A final decision by the City Council is anticipated in the coming weeks.

We appreciate the support from the EGLE in helping to make the City of Saugatuck a better place for its residents and businesses. We look forward to a successful project. If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Ryan Cummins
City Manager
City of Saugatuck

City Council Agenda Item Report

FROM: Jamie Wolters

MEETING DATE: May 11, 2026

SUBJECT: Special Event – Memorial Day Parade

DESCRIPTION:
The American Legion Post 137 has submitted a special event form for the Memorial Day Parade. A safety meeting has been conducted and Fire, Police and DPW approve. Please see attached application and map. The Legion ordered a wreath for the ceremony and paid through council appropriated dollars for events/services.

Name: Memorial Day Parade
Date: May 25, 2026
Time: 9:00am – 10:00pm
Est. Attendees: 200

BUDGET ACTION REQUIRED:
N/A

COMMITTEE/COMMISSION REVIEW:
N/A

LEGAL REVIEW:
N/A

SAMPLE MOTION:
Motion to **approve/deny** the Memorial Day Parade event to take place on May 25, 2026.

Council Action

_____ Approved

_____ Denied

_____ Date

City of Saugatuck ★ EST. 1868

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

SPECIAL EVENT & PARADE APPLICATION

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

SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: Brunner-Frehse American Legion Post 137 TELEPHONE: [redacted]

MAILING ADDRESS: PO Box 596, Saugatuck, MI 49453

CONTACT NAME: Rick Gilman TELEPHONE:

E-MAIL ADDRESS: [redacted] CELL PHONE

CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: Rick Gilman TELEPHONE:

E-MAIL ADDRESS: [redacted] CELL PHONE

EVENT INFORMATION

NAME OF EVENT: Memorial Day Parade and Ceremony DATE(S) OF EVENT: May 25, 2026

PURPOSE OF EVENT: To Honor the men and women who died serving in the United States Armed Forces RAIN DATE:

☒ Non-Profit ☐ For-Profit ☐ City Operated/Sponsored ☒ Co-Sponsored Asking Saugatuck City to Co-Sponsor

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

EVENT LOCATION: Parade-Culver from Griffith to Butler, then Butler to Veteran Memorial @ Village Square Park EVENT HOURS: 9 am - 10 am

ESTIMATED NUMBER OF ATTENDEES: 50-200

ESTIMATED NUMBER OF VOLUNTEERS: 10-20

ESTIMATE DATE / TIME FOR SET-UP: May 25,2026 8:30 ☒ A.M. ☐ P.M.

ESTIMATE DATE / TIME FOR CLEAN-UP: May 25, 2026 10:00 ☒ A.M. ☐ P.M.

EVENT DETAILS

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

TYPE OF MUSIC PROPOSED: ☒ Live ☐ Amplification ☐ Recorded ☐ Loudspeakers
Saugatuck School Marching Band

PROPOSED TIME MUSIC WILL BEGIN: 9:00 am **END:** 10:00 am

FOOD VENDORS/CONCESSIONS: (Contact Allegan County Health Department) ☐ Yes ☒ No
☐ *Provide Copy of Health Department Food Service License*

WILL ALCOHOL BE SERVED AT THIS EVENT: ☐ Yes ☒ No
☐ *Provide Copy of Liquor Liability Insurance* (listing the City as additionally insured)
☐ *Provide Copy of Michigan Liquor Control License*
If yes, describe measures to be taken to prohibit the sale of alcohol to minors:_____

_____

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

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

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

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

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

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

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

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

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

☐ **PORTABLE TOILETS – QUANTITY**_____

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

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

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

DEPARTMENT OF PUBLIC WORKS

☐ APPROVED ☐ DENIED _____

Authorized Personnel Signature

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

☐ TRASH RECEPTACLES – QUANTITY_____ ☒ BARRICADES – QUANTITY See Attached Map

☐ TRAFFIC CONES – QUANTITY _____ ☒ PARKING SIGNS – QUANTITY TBD

☐ FENCING ☐ WATER ☒ELECTRIC ☐ RESTROOM CLEANING

☐ OTHER_____

POLICE DEPARTMENT

☐ APPROVED ☐ DENIED _____

Authorized Personnel Signature

ADDITIONAL OFFICERS REQUIRED? ☒ Yes ☐ No

If yes please describe & include times 2-3 patrol cars 8:30 am to 10:00 am for traffic control

Other (describe): See attached map

SAUGATUCK TOWNSHIP FIRE DISTRICT

☐ APPROVED ☐ DENIED _____

Authorized Personnel Signature

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

Street closure date/time: May 25, 2026 8:30 ☒ A.M. ☐ P.M.

Street re-open date/time: May 25, 2026 10:00 ☒ A.M. ☐ P.M.

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

Describe Sidewalk Use:_____

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

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

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

Parking Lot Location:_____

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

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

What parking arrangements are proposed to accommodate potential attendance:_____

_____

APPLICATION CHECK LIST

☒ Completed Application

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

☒ Road/Sidewalk/Parking Lot Closure Map

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

☐ Fireworks Permit (if applicable)

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

☐ Health Department Food Service License (if applicable)

If document is missing, please explain: Insurance Certificate Pending

The applicant and sponsoring organization understand and agrees to:

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

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

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

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

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

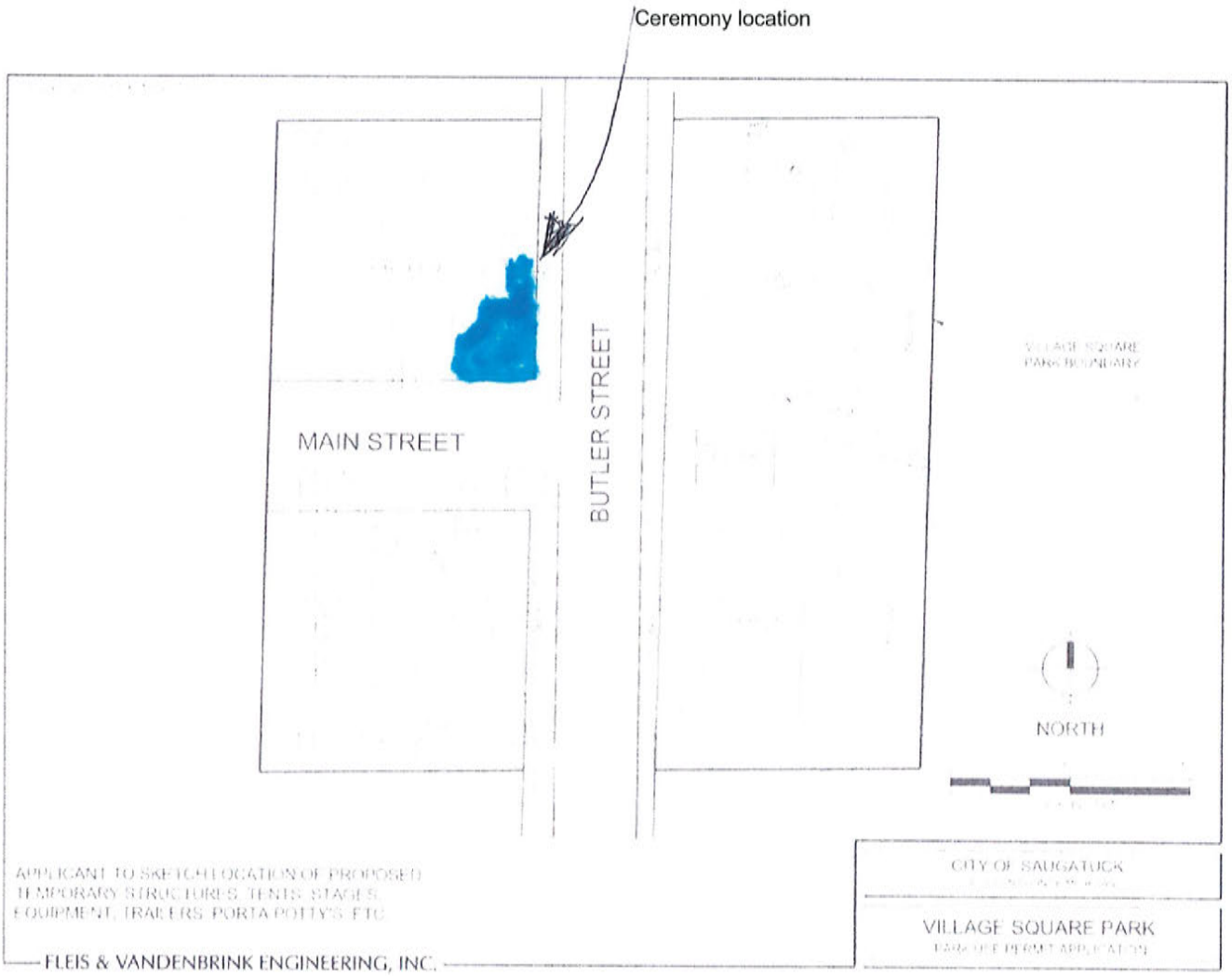
As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event and affirm the above understandings. The information provided on this application is true and complete to the best of my knowledge.

Richard Salmon

Applicant Signature

April 6, 2026

Date


Ceremony location
MAIN STREET
BUTLER STREET
VILLAGE SQUARE
PARK BOUNDARY
NORTH
APPLICANT TO SKETCH LOCATION OF PROPOSED
TEMPORARY STRUCTURES, TENTS, STAGES,
EQUIPMENT, TRAILERS, PORTA POTTY'S, ETC.
FLEIS & VANDENBRINK ENGINEERING, INC.
CITY OF SAUGATUCK
VILLAGE SQUARE PARK

Memorial Day Parade Route



Council Action

_____ Approved

_____ Denied

RECEIVED Date

DEC 08 2025

CITY OF SAUGATUCK

City of Saugatuck ★ EST. 1868

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

SPECIAL EVENT & PARADE APPLICATION

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

SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: Town Crier Races

MAILING ADDRESS: P.O. Box 1040, Douglas Mi, 49406

CONTACT NAME: Shelly Silva / Sue Poolman

E-MAIL ADDRESS: [redacted]

CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: Rick Bauer

E-MAIL [redacted]

EVENT INFORMATION

NAME OF EVENT: Town Crier Race

DATE(S) OF EVENT: 6/20/2026

PURPOSE OF EVENT: Raise Funds for SHS Running Program

RAIN DATE: N/A

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

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

EVENT LOCATION: Throughout the City, Village and Township

EVENT HOURS: 6am-11:30am

ESTIMATED NUMBER OF ATTENDEES: Maximum of 800 runners

ESTIMATED NUMBER OF VOLUNTEERS: 50

ESTIMATE DATE / TIME FOR SET-UP: 6/20/2026 5:45 ☒ A.M. ☐ P.M.

ESTIMATE DATE / TIME FOR CLEAN-UP: 6/20/2026 11:30 ☒ A.M. ☐ P.M.

EVENT DETAILS

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

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

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

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

☐ *Provide Copy of Health Department Food Service License*

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

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

☐ *Provide Copy of Michigan Liquor Control License*

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

WILL FIREWORKS BE APART OF EVENT: ☐ Yes ☐ No

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

☐ *Provide Copy of Fireworks Permit*

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

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

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

☐ **SIGNAGE AT EVENT SITE -** Location(s): The event will use signs to indicate route directions,

Description of signs: TBD, signage will be close to or exactly as in previous years.

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

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

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

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

☐ **PORTABLE TOILETS – QUANTITY**_____

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

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

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

DEPARTMENT OF PUBLIC WORKS

☐ APPROVED ☐ DENIED _____

Authorized Personnel Signature

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

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

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

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

☐ **OTHER**_____

POLICE DEPARTMENT

☐ APPROVED ☐ DENIED _____

Authorized Personnel Signature

ADDITIONAL OFFICERS REQUIRED? ☐ Yes ☐ No

If yes please describe & include times_____

Other (describe):_____

SAUGATUCK TOWNSHIP FIRE DISTRICT

☐ APPROVED ☐ DENIED _____

Authorized Personnel Signature

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

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

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

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

Describe Sidewalk Use:_____

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

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

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

Parking Lot Location:_____

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

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

What parking arrangements are proposed to accommodate potential attendance:_____

APPLICATION CHECK LIST

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

If document is missing, please explain: Insurance provided by SPS

The applicant and sponsoring organization understand and agrees to:

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

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

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

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

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

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

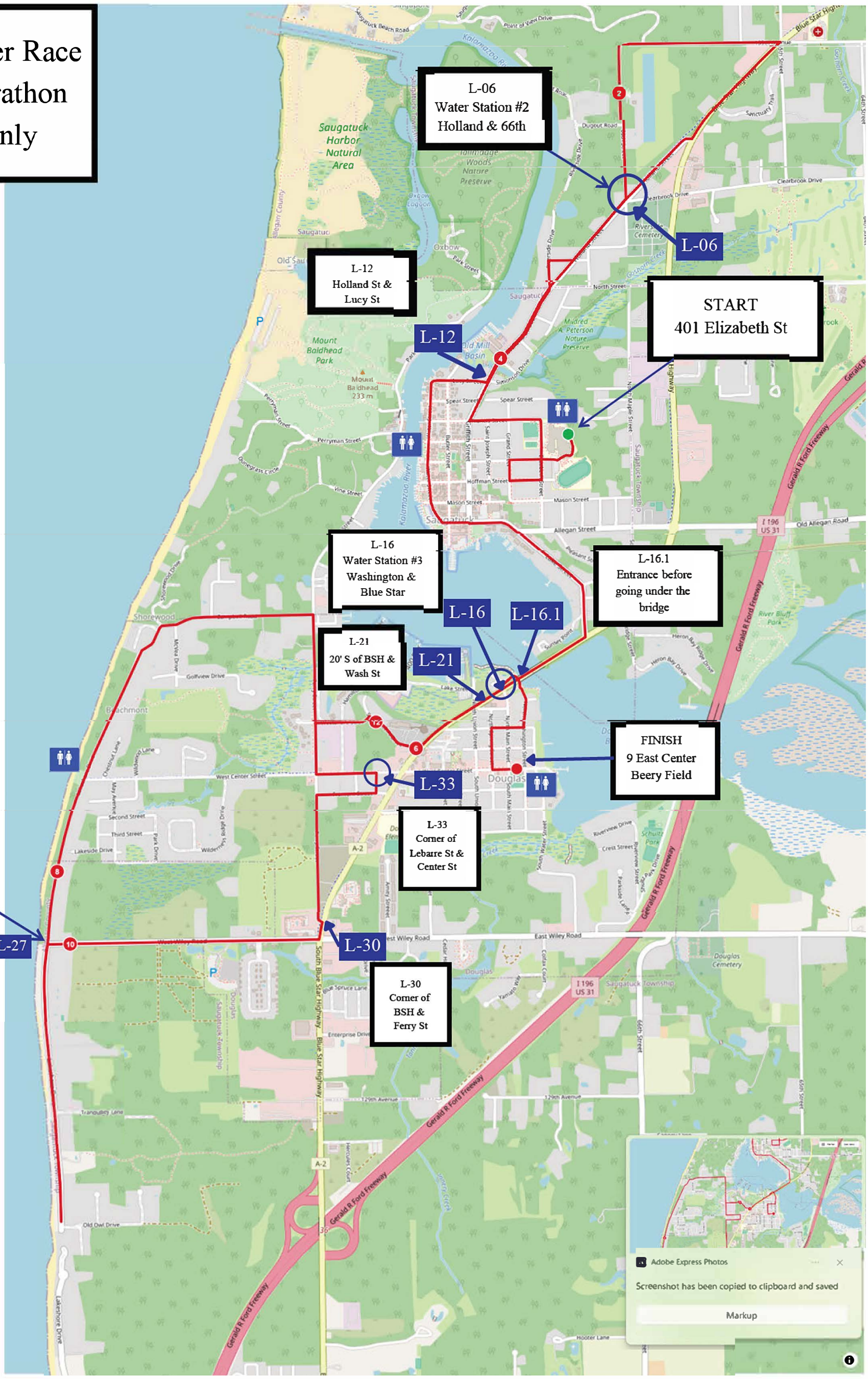
Shelly [signature]

Applicant Signature

12/26/25

Date

Town Crier Race
Half Marathon
Run Only



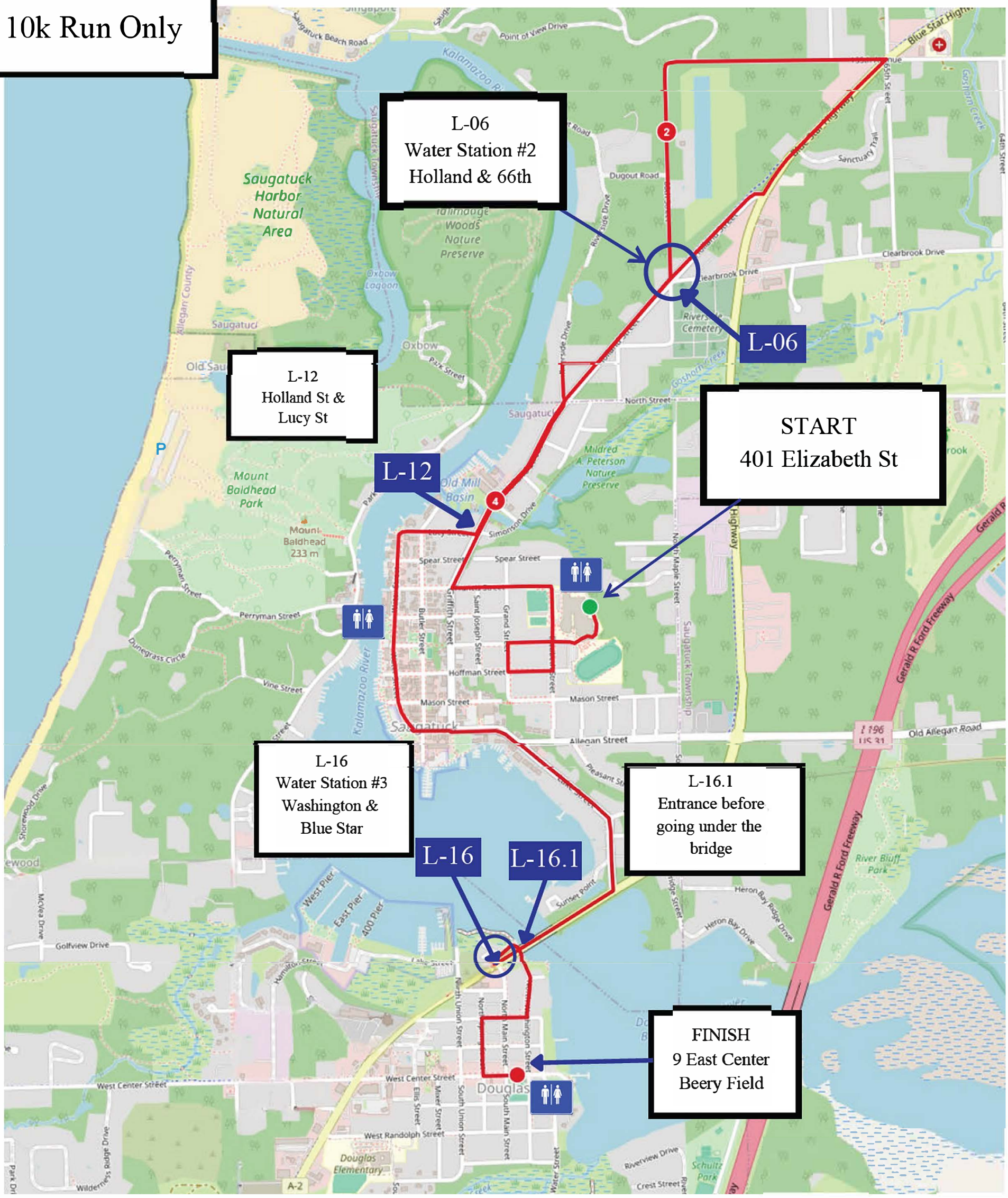
= Public Restrooms

= City Assist

Half Marathon Directions 2026-06-20

0.00 Head southeast toward Main St
0.12 Slight right onto Main St
0.17 Head south on Elizabeth St toward Hoffman St
0.23 Head west on Hoffman St toward Grand St
1.67 Slight left onto 66th St
2.16 Head east on 135th Ave toward 65th St
2.63 Head east on 135th Ave toward 65th St
2.64 Sharp right onto Washington RdDestination will be on the right
3.05 Head west on Holland St toward 66th St
3.57 Turn right onto Bandle St
3.65 Turn left onto Riverside Dr
3.66 Head south on Riverside Dr toward North St
3.74 Head southeast on Riverside Dr toward North St
3.74 Turn right onto Holland St
4.09 Turn right onto Lucy St
4.10 Head west on Lucy St toward Butler St
4.27 Continue onto Water StDestination will be on the left
4.27 Head south on Water St toward Spear St
4.71 Water St turns left and becomes Culver St
4.72 Head east on Culver St toward Butler St
4.96 Continue straight onto Lake StDestination will be on the left
4.97 Head southeast on Lake St toward State StDestination will be on the left
5.21 Head south on Lake St toward State StDestination will be on the left
5.37 Head southwest on County Rd A-2/Blue Star Hwy toward Lake StDestination will be on the right
6.00 Head northeast on County Rd A-2 toward St Peters Dr
6.00 Turn left onto St Peters DrDestination will be on the left
6.19 Head southwest on W Shore Ct toward Hamilton St
6.37 Turn left onto Ferry St
6.37 Head north on Ferry St toward W Shore Ct
6.71 Turn left onto Campbell Rd
6.71 Head west on Campbell Rd
7.18 Slight left onto Lakeshore Dr
7.18 Head southwest on Lakeshore Dr toward W Center StDestination will be on the right
8.08 Head south on Lakeshore Dr toward 130th Ave/Wiley Rd
9.09 Head north on Lakeshore Dr toward Tranquility Ln
9.94 Turn right onto 130th Ave/Wiley Rd
9.96 Head east on 130th Ave/Wiley Rd toward E Summer Grove Dr
10.78 Head east on 130th Ave/Wiley Rd toward Chase Rd
10.78 Turn left onto Chase Rd
10.83 Turn left onto Chase Rd/Ferry St
10.84 Head northwest on Chase Rd/Ferry St toward Fremont St
11.23 Head east on Fremont St toward Helmer St
11.41 Head north on Lebarre St toward W Center St
11.47 Head north on Lebarre St toward W Center St
11.47 Turn left onto W Center StDestination will be on the right
11.66 Head west on W Center St toward Ferry St
11.66 Turn right onto Ferry St
11.82 Turn right onto W Shore Ct
11.84 Head east on W Shore Ct toward Harbor Ct
11.99 Turn right onto St Peters Dr
12.11 Head southeast on St Peters Dr toward County Rd A-2
12.18 Turn left onto County Rd A-2Destination will be on the left
12.50 Head southwest on County Rd A-2 toward Main St
12.51 Turn right onto Washington St
12.57 Head southeast on Washington St toward Gerber
12.75 Head west on E Chestnut St toward N Main St
12.85 Head south on N Spring St toward E Wall St
12.98 Head east on E Center St toward S Main St
13.05 Destination

Town Crier Race
10k Run Only



= Public Restrooms

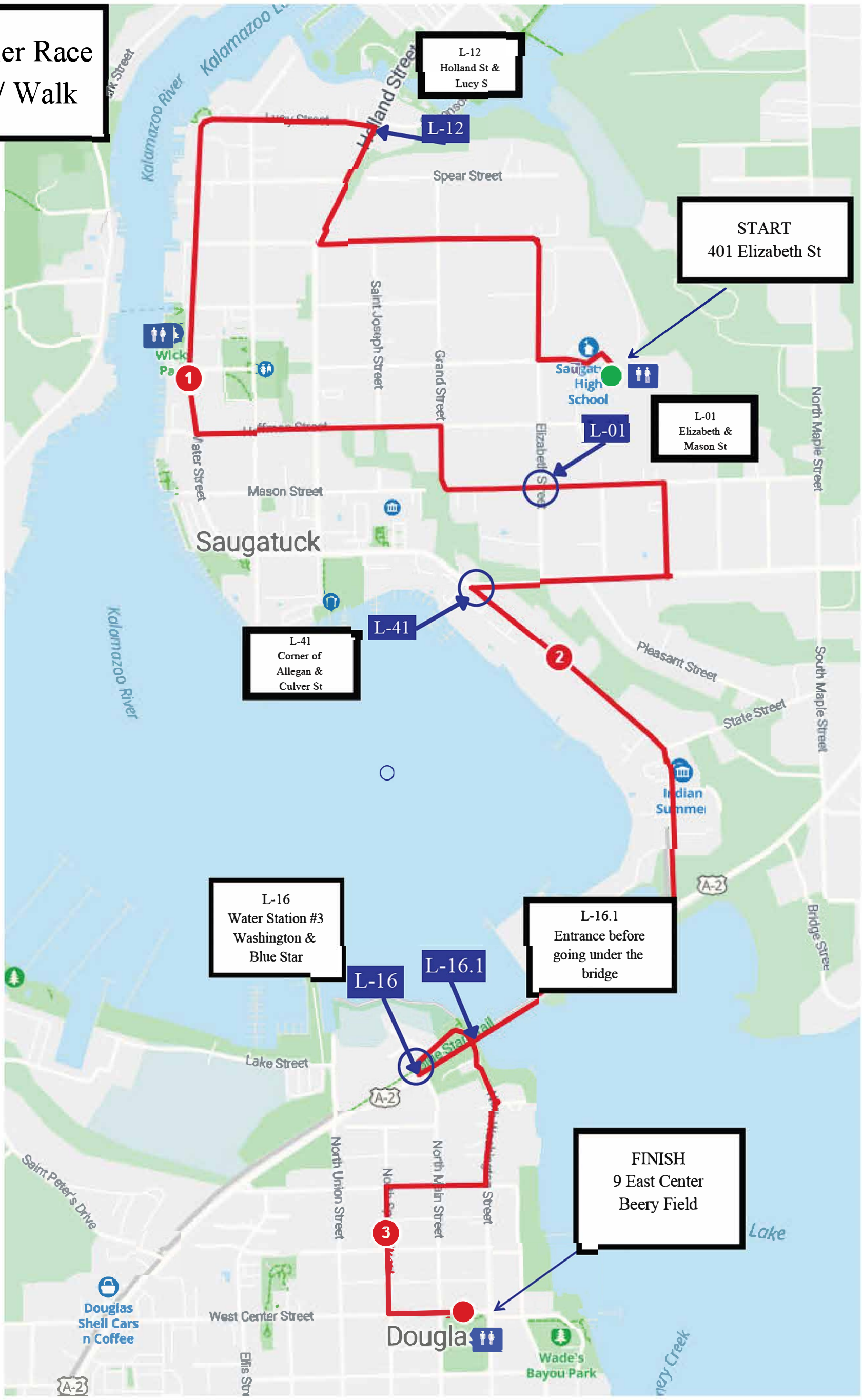
= City Assist

version: 2026-06-20

10k Only Directions 2026-06-20

0.00 Head southeast toward Main St
0.12 Slight right onto Main St
0.16 Head west on Main St toward Elizabeth St
0.17 Turn left onto Elizabeth St
0.23 Head west on Hoffman St toward Grand St
0.33 Head north on Grand St toward Main St
0.39 Turn right onto Main St
0.49 Head north on Elizabeth St
0.61 Turn left onto Francis St
0.71 Head west on Francis St toward St Joseph St
0.83 Turn right onto Holland StDestination will be on the left
1.57 Head northeast on Holland St/Washington Rd toward 66th St
1.67 Slight left onto 66th St
2.15 Head east on 66th St toward 135th Ave
2.16 Continue onto 135th Ave
2.63 Head southwest on Washington Rd toward Sanctuary Trail
3.04 Turn right onto Holland StDestination will be on the left
3.04 Head west on Holland St toward 66th St
3.56 Turn right onto Bandle St
3.64 Head south on Riverside Dr toward North St
3.73 Head southwest on Holland St/Washington Rd toward Riverside Dr
4.08 Head west on Lucy St toward Butler St
4.20 Head west on Lucy St toward Water St
4.25 Head southwest on Water St toward Spear St
4.31 Head south on Water St toward Francis St
4.70 Water St turns slightly left and becomes Culver St
4.70 Head east on Culver St toward Butler StDestination will be on the left
4.89 Head east on Culver St toward Lake St
4.94 Continue straight onto Lake St
5.20 Head south on Lake St toward Bridge St
5.36 Head south on Lake St toward County Rd A-2
5.36 Turn right onto County Rd A-2/Blue Star Hwy
5.67 Cross the roadDestination will be on the right
5.67 Head southwest on County Rd A-2 toward Main St
5.68 Turn right onto Washington StDestination will be on the left
5.75 Head southeast on Washington St toward Gerber
5.83 Turn left onto Gerber
5.83 Head west on Gerber toward N Washington St
5.83 Turn left onto N Washington St
5.92 Head west on E Chestnut St toward N Main St
6.02 Head south on N Spring St toward E Wall St
6.15 Walk east on East Center Street.
6.22 Destination

Town Crier Race
5k Run / Walk



5k Run / Walk Directions 2026-06-20

0.00 Head northeast
0.03 Turn left toward Main St
0.05 Turn right onto Main StDestination will be on the left
0.10 Head north on Elizabeth St toward Francis St
0.22 Head west on Francis St toward Grand St
0.44 Turn right onto Holland StDestination will be on the right
0.46 Head northeast on Holland St toward Spear St
0.57 Turn left onto Lucy St
0.60 Head west on Lucy St toward Butler St
0.74 Lucy St turns slightly left and becomes Water St Destination will be on the left
0.81 Head south on Water St toward Francis St
1.05 Turn left onto Hoffman St Destination will be on the right
1.07 Head east on Hoffman St toward Butler St
1.30 Turn right onto Grand St
1.32 Head south on Grand St toward Mason St
1.36 Grand St turns slightly left and becomes Mason St
1.42 Head east on Mason St toward Elizabeth St
1.59 Head south on East St toward Allegan St
1.68 Turn left onto Allegan StDestination will be on the right
1.68 Head west on Allegan St toward East St
1.85 Continue onto Lake StDestination will be on the left
1.88 Head west on Lake St toward Culver St
1.88 Turn left to stay on Lake StDestination will be on the left
2.15 Head south on Lake St toward Bridge St
2.30 Turn right onto County Rd A-2
2.32 Head southwest on County Rd A-2/Blue Star Hwy toward Main St Destination will be on the left
2.61 Head north on Washington St toward Swing Bridge Ln
2.65 Head northeast on Washington St toward Gerber
2.76 Turn left onto Gerber
2.76 Head west on Gerber toward N Washington St
2.76 Turn left onto N Washington St
2.85 Turn right onto E Chestnut St
2.85 Head west on E Chestnut St toward N Main St
2.90 Head west on E Chestnut St toward N Spring St
2.95 Turn left onto N Spring St
2.95 Head south on N Spring St toward E Wall St
3.08 Head east on E Center St toward S Main St
3.15 Destination

Town Crier Race
Downtown
Douglas



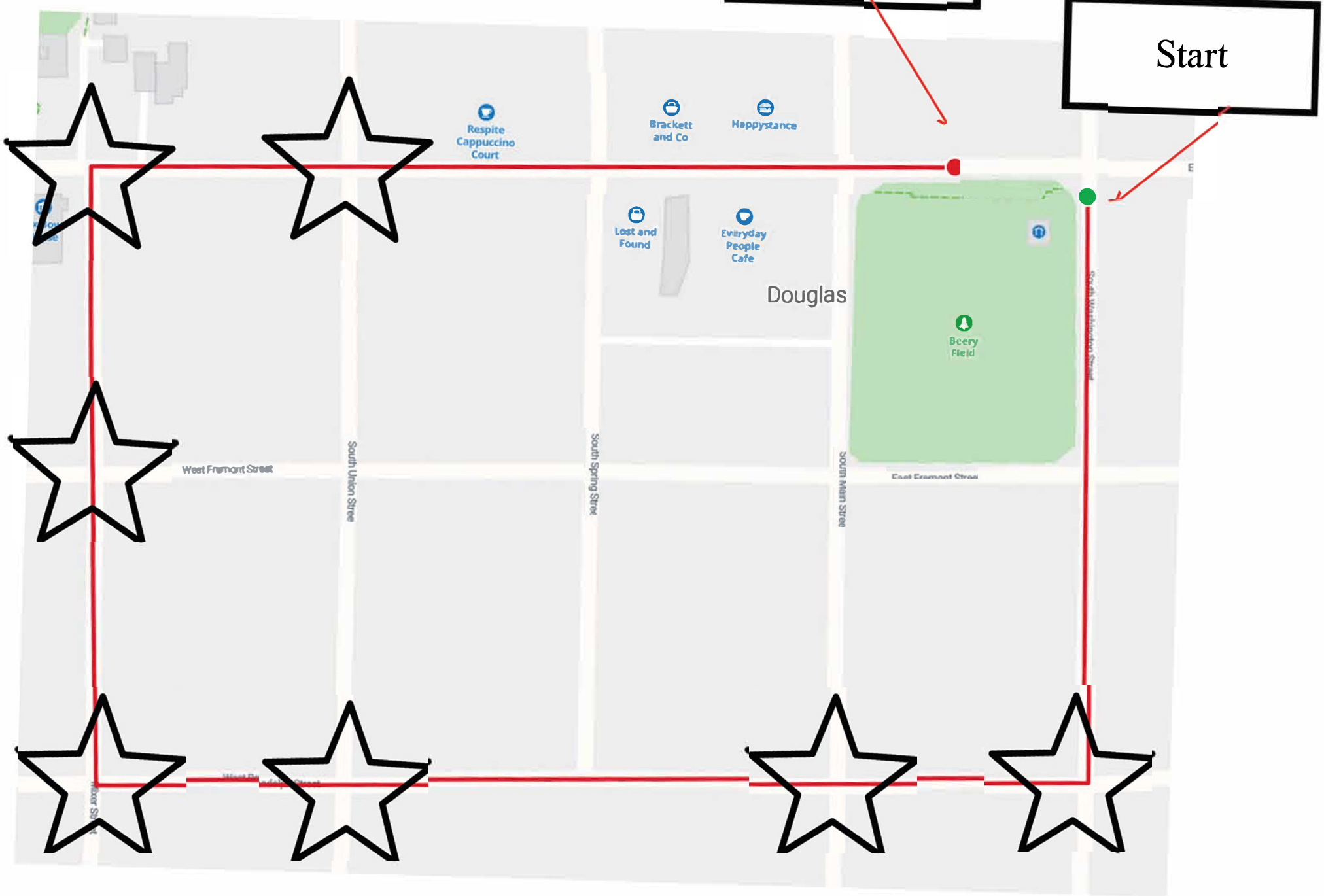
= Volunteers

= barricade

Town Crier Race
Kids Fun Run

Finish

Start



= Volunteers

= barricade

2026-06-20 v: 1.0

City Council Agenda Item Report

FROM: Jamie Wolters

MEETING DATE: May 11, 2026

SUBJECT: Special Event – Fourth of July

DESCRIPTION:

The fourth of July festivities for 2026 are a parade, band in park and fireworks. Please see breakdown below and attached applications. Safety meetings for parade, band in Wicks Park and fireworks have been conducted, and events are approved by Fire, Police and DPW.

Band Leading Up to Fireworks:

Date: 7/3/26
Time: 7:00pm – 9:30pm
Location: Wicks Park

Fireworks:

Date: 7/3/26, *rain date is 7/11/26*
Time: Dusk
Location: Kalamazoo Harbor

Parade:

Date: 7/4/26
Time: 11:00am
See attached route map

Party in the Park:

Date: 7/4/26
Time: After parade – 1:30pm
Location: Wicks Park
See attached layout

SAMPLE MOTION:

Motion to **approve/deny** the Fourth of July Parade, Band in Park and Fireworks for 2026.

Council Action
_____ Approved
_____ Denied
_____ Date

City of Saugatuck ★ EST. 1868

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

SPECIAL EVENT & PARADE APPLICATION

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

SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: Saugatuck CVB **TELEPHONE:** [redacted]

MAILING ADDRESS: PO Box 28 Saugatuck MI 49453

CONTACT NAME: April Gundy **TELEPHONE:** [redacted]

E-MAIL ADDRESS: [redacted] **CELL PHONE:** _____

CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: April Gundy **TELEPHONE:** [redacted]

E-MAIL ADDRESS: [redacted] **CELL PHONE:** _____

EVENT INFORMATION

NAME OF EVENT: 3 4th of July Events **DATE(S) OF EVENT:** July 3 7:00-11:30pm July 4 11:00 AM - 1:30PM

PURPOSE OF EVENT: Community Enrichment **RAIN DATE:** —

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

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

EVENT LOCATION: July 3 Wicks Park July 4 parade route + Wicks Park **EVENT HOURS:** July 3 7:00PM-11:30PM July 4 11:00-1:30pm

ESTIMATED NUMBER OF ATTENDEES: 250

ESTIMATED NUMBER OF VOLUNTEERS: 25

ESTIMATE DATE / TIME FOR SET-UP: July 3 6:30PM - 11:30PM ☐ A.M. ☐ P.M.

ESTIMATE DATE / TIME FOR CLEAN-UP: July 4 10:15 AM - 11:30 Parade 10:30 - 2:00 ☐ A.M. ☐ P.M. Park party @ Wicks Park

Band July 3 700-930 pm
Wicks Park
DJ@Wicks park 7/4
11:30 AM - 1:30 PM

EVENT DETAILS

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

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

PROPOSED TIME MUSIC WILL BEGIN: July 3 Band 700pm July 4 DJ 1130AM **END:** 930pm 130pm } Wicks Park Gazebo

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

☐ *Provide Copy of Health Department Food Service License*

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

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

☐ *Provide Copy of Michigan Liquor Control License*

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

WILL FIREWORKS BE APART OF EVENT: ☑ Yes ☐ No

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

☐ *Provide Copy of Fireworks Permit*

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

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

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

☑ **SIGNAGE AT EVENT SITE** - Location(s): Will hang banner on Gazebo From

Description of signs: 930pm 7/1 - thru 2:00pm 7/4

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

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

☐ **BOOTHS – QUANTITY**_____ ☐ **TENTS – QUANTITY** NO

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

☐ **PORTABLE TOILETS – QUANTITY**_____

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

If yes, where do you propose your vendors park? Wicks Park parking lot.

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

DEPARTMENT OF PUBLIC WORKS

☐ APPROVED ☐ DENIED _____

Authorized Personnel Signature

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

☐ TRASH RECEPTACLES – QUANTITY_____ ☐ BARRICADES – QUANTITY_____

☐ TRAFFIC CONES – QUANTITY _____ ☐ PARKING SIGNS – QUANTITY_____

☐ FENCING ☐ WATER ☐ ELECTRIC ☐ RESTROOM CLEANING

☐ OTHER_____

POLICE DEPARTMENT

☐ APPROVED ☐ DENIED _____

Authorized Personnel Signature

ADDITIONAL OFFICERS REQUIRED? ☐ Yes ☐ No

If yes please describe & include times_____

Other (describe):_____

SAUGATUCK TOWNSHIP FIRE DISTRICT

☐ APPROVED ☐ DENIED _____

Authorized Personnel Signature

STREET CLOSURES: ☐ Yes ☐ No (use attached map to outline proposed closures) For Parade 7/4/26

Street closure date/time: 10:15 AM _____ ☒ A.M. ☐ P.M.

Street re-open date/time: 1130 ☒ A.M. ☐ P.M.

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

Describe Sidewalk Use:_____

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

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

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

Parking Lot Location: Nicks Park - 60 SPOTS 1:00PM 7/3 - 3:00PM 7/4

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

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

What parking arrangements are proposed to accommodate potential attendance:_____

_____

APPLICATION CHECK LIST

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

If document is missing, please explain:_____

The applicant and sponsoring organization understand and agrees to:

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

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

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

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

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

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

April Sundy

Applicant Signature

1-12-2026

Date

4th of July 2026 Saugatuck Event Outline

July 3 – Fireworks Dusk

July 3 – Band at Wicks Park Gazebo from 7:00-9:30 pm leading up to fireworks.

1 banner will be hung at Wicks Park Gazebo on July 1st 930 PM – conclusion of event of on the 4th.

July 4 Parade line up as usual in from of high school at 10:15

Parade begins at 11:00 am (map attached with application)

July 4 – immediately after parade thru 1:30 pm Wicks Park Party

DJ, apple pie eating contest, yard games, face painting, balloons

1 banner to be hung on pallet sign advertising all of the above events.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/26/2026

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

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

PRODUCER
Acrisure Great Lakes Partners Insurance Services
223 West Grand River Ave #1
Howell MI 48843

License#: BR-1796277
GREALAK-88

CONTACT NAME:
PHONE (A/C, No, Ext): [redacted]
FAX (A/C, No): [redacted]1
E-MAIL ADDRESS: [redacted]

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Palomar Excess and Surplus Insurance Company	16754
INSURER B: Continental Indemnity Company	28258
INSURER C: HDI Global Specialty SE	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Great Lakes Fireworks LLC
P.O. Box 276
West Branch MI 48661

COVERAGES **CERTIFICATE NUMBER:** 1611308485 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	AESPLMR-GL-26-00009	1/26/2026	1/26/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$
	POLICY X PRO-JECT X LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY	Y	Y	BESCRMNMI011601_171239_01	1/26/2026	1/26/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR	Y	Y	25QS1575	1/26/2026	1/26/2027	EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A					PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability and Auto Liability policies where required by written agreement.
DISPLAY DATE: July 3rd, 2026 RAIN DATE: July 11th, 2026 LOCATION: Shot Off Barge in Kalamazoo Lake in Douglas, MI 49406

Saugatuck Douglas Area CVB including all its elected and appointed officials, employees, volunteers, boards, commissions, and/or other authorities; Safe Harbor Tower Marine including all its elected and appointed officials, employees, volunteers, boards, commissions, and/or other authorities; City of Saugatuck, MI including all its elected and appointed officials, employees, volunteers, boards, commissions, and/or other authorities; City of the Village of Douglas, MI including all its elected and appointed officials, employees, volunteers, boards, commissions, and/or other authorities; DK Construction including all its elected and appointed officials, employees, volunteers, boards, commissions, and/or other authorities; Saugatuck Township Fire District including all its elected and appointed officials, employees, volunteers, boards, commissions, and/or other authorities;

CERTIFICATE HOLDER

Saugatuck Douglas Area CVB
P.O Box 28
Saugatuck MI 49453
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

2025 Permit for Fireworks Other than Consumer or Low Impact

Authority: 2011 PA 256	The **LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD** will not discriminate against any individual or group because of race, sex, religion, age, national origin,color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.

This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes)

☐ Agricultural / Wildlife Fireworks ☐ Articles Pyrotechnic ☑ Display Fireworks

☑ Public Display ☐ Private Display

☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY.

PERMIT(S) EXPIRATION DATE
(ENTER DATE OF EXPIRATION)

NAME OF PERSON PERMIT ISSUED TO
Saugatuck Douglas Area CVB

AGE (18 YEARS OR OLDER) ■ YES ☐ NO

ADDRESS OF PERSON PERMIT ISSUED TO
P.O Box 28, Saugatuck, MI 49453

NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION

ADDRESS

NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary)

Approx. 450 3" Shells
Approx. 180 4" Shells
Approx. 50 5" Shells
Approx. 10 Various Barrage Cakes 3" & Smaller

EXACT LOCATION OF DISPLAY OR USE
Loading of Barge, Safe Harbor Marina: 216 St. Peters Dr.

CITY, VILLAGE, TOWNSHIP	DATE	TIME

BOND OR INSURANCE FILED ☑ YES ☐ NO

AMOUNT
$5,000,000

Issued by action of the Legislative Body of the

☐ City ☐ Village ☐ Township of _____ on the ____ day of _____, 2025.

_____
(Signature and Title of Legislative Body Representative)

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT

2025 Application for Fireworks Other Than Consumer or Low Impact

FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY
DATE PERMIT(S) EXPIRE:

Authority: 2011 PA 256

The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.

TYPE OF PERMIT(S) (Select all applicable boxes)

- ☐ Agricultural or Wildlife Fireworks
- ☐ Articles Pyrotechnic
- ☑ Display Fireworks
- ☑ Public Display
- ☐ Private Display
- ☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

NAME OF APPLICANT	ADDRESS OF APPLICANT	AGE OF APPLICANT 18 YEARS OR OLDER
Saugatuck Douglas Area CVB	P.O Box 28, Saugatuck, MI 49453	■ YES ☐ NO
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER	ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER	
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)	ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)	TELEPHONE NUMBER
NAME OF PYROTECHNIC OPERATOR	ADDRESS OF PYROTECHNIC OPERATOR	AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER
Great Lakes Fireworks, LLC.	3275 W. M-76, P.O Box 276 West Branch, MI 48661	■ YES ☐ NO

NO. YEARS EXPERIENCE	NO. DISPLAYS	WHERE
25+	800+	Throughout Michigan

NAME OF ASSISTANT	ADDRESS OF ASSISTANT	AGE OF ASSISTANT 18 YEARS OR OLDER
TBD	TBD	■ YES ☐ NO
NAME OF OTHER ASSISTANT	ADDRESS OF OTHER ASSISTANT	AGE OF OTHER ASSISTANT 18 YEARS OR OLDER
TBD	TBD	■ YES ☐ NO

EXACT LOCATION OF PROPOSED DISPLAY
Loading of Barge, Safe Harbor Marina: 216 St. Peters Dr.

DATE OF PROPOSED DISPLAY	TIME OF PROPOSED DISPLAY
July 3rd, 2026 (Rain: July 11th, 2025)	Approx .10:00 PM

MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT

Stored at Federally Licensed Facility Until Date of Display

AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT)	NAME OF BONDING CORPORATION OR INSURANCE COMPANY
$5,000,000	Acrisure Great Lakes

ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY
One Cleveland Center, 1375 E. 9th St. 30th Floor, Cleveland, OH 44114

NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)
Approx. 450	3" Shells
Approx. 180	4" Shells
Approx. 50	5" Shells
Approx. 10	Various Barrage Cakes 3" & Smaller

SIGNATURE OF APPLICANT	DATE

GREAT LAKES
FIREWORKS

3275 W M-76 • West Branch, MI 48661 • Office: 989.726.5040 • Fax: 989.726.5041 • greatlakesfireworks.com

THIS CONTRACT AND AGREEMENT for the sale of Fireworks made and concluded this 20th Day of October, 2025 and between GREAT LAKES FIREWORKS, LLC of Eastpointe, Michigan, (hereinafter referred to as "Great Lakes") and Saugatuck Douglas Area CVB, (hereinafter referred to as "Customer").

GREAT LAKES Agrees:

1. To sell, furnish and deliver to Customer, fireworks to be exhibited on the following dates set forth and agreed upon at the time of signing this contract and Customer agrees to pay Great Lakes for the fireworks as follows:
   Display Date(s): July 3rd, 2026
   Alternate Date(s): July 11th, 2026
   Contract Amount: $30,000.00 ; Fifty percent (50%) due upon signing the contract and balance due within 15 days of the display date. All payments shall be made by draft or certified check payable to Great Lakes Fireworks, LLC. Great Lakes will assess a 1.5% late charge on balances 30 days past due and a 7% per annum late fee on balances not paid in full by the display date.
2. Great Lakes further agrees to furnish sufficiently trained personnel to present a display.
3. Great Lakes agrees to furnish Customers with liability insurance in the amount of $5,000,000 and other coverages as identified in the Certificate of Insurance attached. All Individual/Entities listed on the certificate will be deemed an additional insured per this contract.

CUSTOMER Agrees:

4. To procure and furnish a suitable place to display said fireworks, to furnish the necessary police and fire protection; to secure all police, local, and state permits, and to arrange for any security bonds or insurance as required by law in their community when necessary.
5. Prior to, during, and immediately following the display, Customer shall be solely responsible to keep all persons (except employees of Great Lakes) out of the designated danger areas and behind safety zone lines and limits.
6. Immediately following the display, Great Lakes, to the best of its ability, will police the area for any misfires ("duds"). Great Lakes agrees to police the area again at "first light." Great Lakes will pick up misfires for disposal. If Customer must move misfires for safety reasons, Customer understands that the misfires are only to be handled by trained personnel. Customer is responsible for debris clean up and the refilling of any holes.
7. Customer agrees to hold harmless Great Lakes for any liability caused by other than the employees or products supplied by Great Lakes.

The PARTIES Mutually Agree:

8. Should inclement weather prevent firing of said display on the "Display Date(s)", then it will be understood the program is postponed and will be fired on the "Alternate Date(s)", and there will be a charge to cover the costs of the postponement of ten percent (10%) of the contract amount. If the program is not fired on either the "Display Date(s)" or the "Alternate Date(s)," then it will be understood the program is canceled; and there will be an additional charge of ten percent (10%) of the contract amount to cover the cancellation costs.
9. Great Lakes reserves the exclusive right to make minor modifications and substitutions provided that such changes are reasonable and necessary and do not materially adversely affect price, time of delivery, functional character, or display performance.
10. If the location of the firing site, spectators' location, parking areas, or structures is deemed unsuitable or unsafe, Great Lakes may refuse to fire the display until conditions are corrected. If such conditions are not corrected, Great Lakes may cancel the display without further liability to the Customer for such cancellation.
11. In the event of fire, accident, strikes, delay, flood, act of God or other causes beyond the control of Great Lakes, which prevent the delivery of said materials, the parties hereto release each other from any and all performances of the covenants herein contained and from damages resulting from the breach thereof.

Amendments: ****Customer agrees to provide barge** **Customer acknowledges that tariffs may increase prior to the agreed display date. Great Lakes Fireworks (GLF) agrees to notify the Customer in the event of any significant increase in product costs, at which time the Customer shall have the option to approve or decline****

FOR: Great Lakes Fireworks, LLC
Signature: Barry Beltz
Name/Title: Barry Beltz - Member

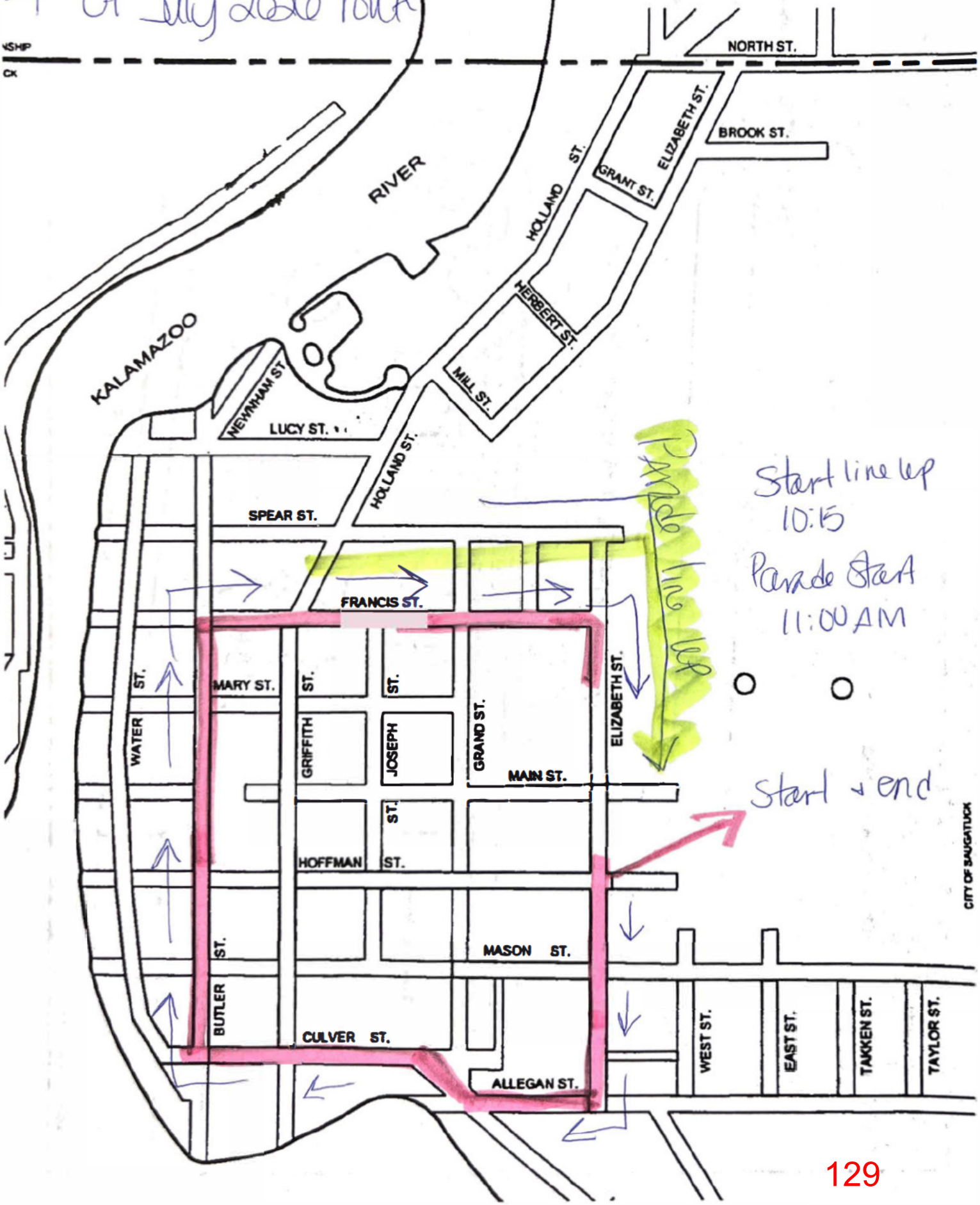
FOR: **Saugatuck Douglas Area CVB**
Signature: _____
Name/Title: _____

****All Documents Are Due By: May 4th, 2026**

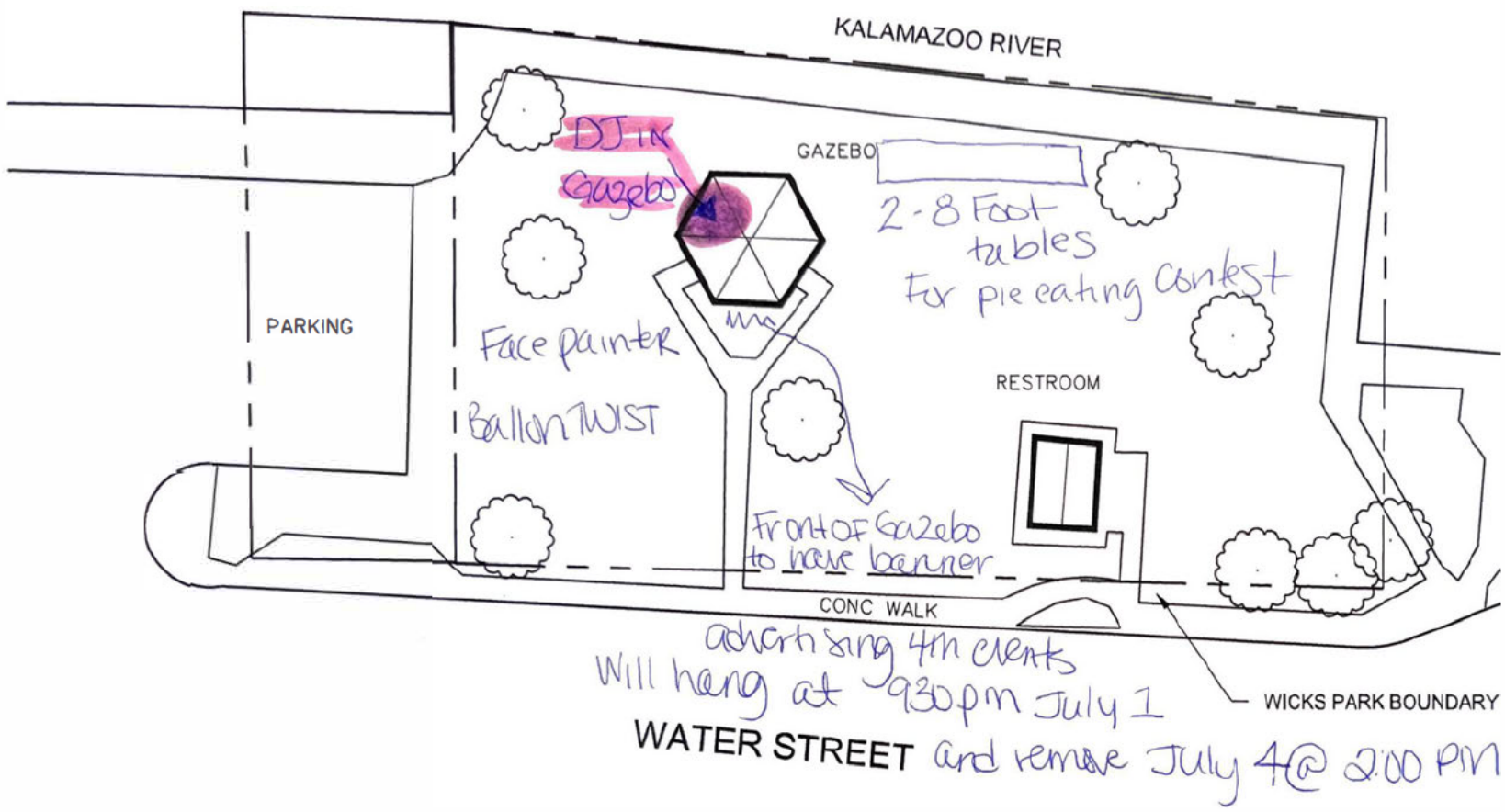

Saugatuck
375' Safety Zone
5" Shell Max
July 3
Firework info
Legend
375'
Arrowhead Resort
Douglas Veterans Walk
Firing Location
Saugatuck
Saugatuck Center for th
Saugatuck
Saugatuck
The Butler
Kalamazoo River
Old Pike Cotta
Firing Location
Kalamazoo River
augatuck Yacht Club
Das Boot
Blue Star Hwy
TFD Adventure Co
Google Earth
N
128

Downtown Street / Sidewalk Closure(s)

4th of July 2026 Route



3187_Wicks Park\ricks 2/3/2016



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

FLEIS & VANDENBRINK ENGINEERING, INC.

CITY OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN

WICKS PARK
PARK USE PERMIT APPLICATION
2016 3187

Wicks Park 4th Of July Party 11:30 - 1:30 7/4/2026

Vendor Name	Description		Amount
1. ACE PARKING LOT STRIPING INC			
	2026 RAINBOW CROSSWALKS		2,500.00
2. ACTION INDUSTRIAL SUPPLY CO			
	UNIFORMS & SAFETY EQUIPMENT - HINKLE		45.78
3. AMERICAN BOTTLING COMPANY			
	BOTTLED WATER		1,566.00
4. CAPITAL ONE			
	MAR '26 STATEMENT BALANCE		154.36
5. COMCAST-DPW			
	04/15 - 05/14 INTERNET-DPW		266.37
6. COMMERCIAL RECORD			
	ACCURACY, ZBA, SPEC USE		280.00
7. CONSUMERS ENERGY			
	MAR '26 SERVICE		3,714.36
8. DAVID DUEY			
	REFUND STR APP FEE		540.00
9. DUNESVIEW KWIK SHOP INC			
	NOV '25 GAS AND DIESEL		1,827.33
	DEC '25 GAS AND DIESEL		2,755.71
	JAN '26 GAS AND DIESEL		2,937.86
	FEB '26 GAS AND DIESEL		2,021.72
	MAR '26 GAS AND DIESEL		2,413.60
	APR '26 GAS AND DIESEL		2,740.27
		TOTAL	14,696.49
10. ETNA SUPPLY			
	CLOSET SPUD - WICKS		29.98
11. FIRST BANK CARD			
	02/25 - 03/26 STATEMENT BALANCE		3,203.05
	02/25 - 03/26 STATEMENT BALANCE		226.42
	02/25 - 03/26 STATEMENT BALANCE		77.59
	02/25 - 03/26 STATEMENT BALANCE		1,304.96
		TOTAL	4,812.02
12. FLEIS & VANDENBRINK ENGINEERING INC			
	02/01 - 02-28 ENGINEERING FEES - ELIZABETH ST		3,022.25
	03/01 - 04/04 ENGINEERING FEES - PARK STREET P		12,032.56
	03/01 - 04/04 ENGINEERING FEES - MAPLE STREET		2,515.00
	03/01 - 04/04 ENGINEERING FEES - ELIZABETH ST		14,201.75
		TOTAL	31,771.56
13. FRONTIER			
	02/20 - 03/19 SERVICE - OVAL BEACH		134.47
	04/03 - 05/02 SERVICE		186.85
		TOTAL	321.32
14. GREAT LAKES ORNAMENTALS			
	PARKWAY TREES		578.00
15. GROUNDS MANAGEMENT SOLUTIONS			
	REPAIRS - PALETTE SIGN		5,565.00
16. HOLLAND P.T.			
	BACKHOE HOSES		140.62
17. IHLE AUTO PARTS			
	APR '26 MOTOR PURCHASES		23.49
18. INTERNAL SOUND & COMMUNICATIONS			
	ELEVATOR PHONE		254.00
19. INTERURBAN TRANSIT AUTHORITY			
	2025 COUNTY DISBURSEMENT - PROPERTY TAXES		5,006.01
20. KALAMAZOO LAKE SEWER & WATER			
	MAE '26 SERVICE		2,840.01
21. KEPPEL'S LOCK & SAFE CO.			

Vendor Name	Description		Amount
	REPAIRS - OVAL BEACH		225.00
22. KOOPS WELL DRILLING INC			
	OVAL BEACH		2,044.25
23. MERS			
	APR '26 RETIREMENT		4,499.98
24. METRO WIRELESS			
	APR '26 WIFI SERVICE		698.00
	MAY '26 WIFI SERVICE		698.00
		TOTAL	1,396.00
25. MICHIGAN ASS OF PLANNING			
	ANNUAL MEMBER DUES		75.00
26. MICHIGAN GAS UTILITIES			
	02/24 - 03/23 SERVICE - 102 BUTLER		114.22
	02/23 - 03/23 SERVICE - 345 BUTLER		140.86
	02/24 - 03/24 SERVICE - 3338 BLUE STAR		365.55
		TOTAL	620.63
27. NET2PHONE INC			
	APR '26 PHONE SERVICE		232.73
28. OVERISEL LUMBER COMPANY			
	APR '26 STATEMENT BALANCE		3,878.94
29. PRIORITY HEALTH			
	MAY '26 HEALTH INSURANCE COVERAGE		10,887.16
30. QUALITY DOOR OF HOLLAND INC			
	REPAIRS		368.75
31. RATHCO SAFETY SUPPLY CO			
	SIGN - TOW AWAY ZONE		75.20
32. REPCOLITE			
	APR '26 STATEMENT BALANCE		145.45
33. REPUBLIC SERVICES			
	APR '26 DISPOSAL AND PICKUP SERVICE - BLUE STA		24.00
34. RICOH USA INC			
	04/26 - 05/25 COPIER LEASE		127.97
	04/26 - 05/25 COPIER LEASE		35.27
	COPIER USAGE		506.47
		TOTAL	669.71
35. SAUGATUCK DOUGLAS GARDEN CLUB			
	DOWNTOWN FLOWERS		300.00
36. SAUGATUCK FIRE			
	2025 COUNTY DISBURSEMENT - PROPERTY TAXES		30,258.94
37. SHIVER ME TIMBERS LLC			
	STUMP GRINDING		1,612.00
38. SHORELINE TECHNOLOGY SOLUTIONS			
	MAY '26 COMPUTER SERVICES		1,961.60
39. STREAMLINE DESIGN.COM LLC			
	DECALS NEW TRUCK		75.00
40. SUPERIOR ASPHALT INC			
	WINTER HOT MIX		160.00
41. TRAFFIC LOGIX CORPORATION			
	RADAR SPEED FEEDBACK SIGN		2,928.00
42. VALLEY CITY LINEN INC			
	SHOP TOWELS		115.58
43. VETTER CONSULTING ENTERPRISES, LLC			
	KLHA ECONOMIC IMPACT STUDY - PHASE 1		2,750.00
44. WYOMING ASPHALT PAVING CO			
	ASPHALT		396.80
TOTAL - ALL VENDORS			140,806.09

FUND TOTALS:

Vendor Name / Description	Amount
Fund 101 - GENERAL FUND	56,275.96
Fund 202 - MAJOR STREETS	17,693.57
Fund 203 - LOCAL STREETS	13,821.93
Fund 496 - SEWER CAPITAL PROJECTS FUND	80.00
Fund 497 - WATER CAPITAL PROJECTS FUND	1,104.00
Fund 661 - MOTOR POOL FUND	16,565.68
Fund 701 - CURRENT TAX FUND	35,264.95

Check Date	Check	Vendor Name	Description	Amount	
Bank GEN GENERAL POOLED CASH					
04/09/2026	EFT2035(E)	ALERUS	PAYROLL	3,729.97	V
04/10/2026	DD7855(A)	ANDERSON, HOLLY	PAYROLL	482.49	
04/10/2026	DD7856(A)	ARAMENDI, NOAH	PAYROLL	1,717.82	
04/10/2026	DD7857(A)	BAGIEREK, CHRISTOPHER	PAYROLL	52.86	
04/10/2026	DD7858(A)	BALDWIN, CRAIG	PAYROLL	55.41	
04/10/2026	DD7859(A)	BALDWIN, HELEN	PAYROLL	51.86	
04/10/2026	DD7860(A)	BLOSE, LAURENCE	PAYROLL	572.64	
04/10/2026	DD7861(A)	BOUCK, JAMES	PAYROLL	52.86	
04/10/2026	DD7862(A)	BREDEWEG, NICOLE	PAYROLL	1,947.91	
04/10/2026	DD7863(A)	BROWN, ANTHONY	PAYROLL	1,357.30	
04/10/2026	DD7864(A)	CANNARSA, JOHN	PAYROLL	51.66	
04/10/2026	DD7865(A)	CLARK, JOSEPH	PAYROLL	264.30	
04/10/2026	DD7866(A)	CRAWFORD, RICHARD	PAYROLL	52.26	
04/10/2026	DD7867(A)	CUMMINS, RYAN	PAYROLL	3,094.46	
04/10/2026	DD7868(A)	DEAN, SCOTT	PAYROLL	316.16	
04/10/2026	DD7869(A)	GARDNER, RUSSELL	PAYROLL	309.96	
04/10/2026	DD7870(A)	GAUNT, BOBBIE	PAYROLL	52.86	
04/10/2026	DD7871(A)	GIBSON, MICHELLE	PAYROLL	1,519.34	
04/10/2026	DD7872(A)	HERBERT, SCOTT	PAYROLL	2,446.57	
04/10/2026	DD7873(A)	HOLLEY, MATTHEW	PAYROLL	26.43	
04/10/2026	DD7874(A)	ISLJAMOVSKI, DAVID	PAYROLL	572.65	
04/10/2026	DD7875(A)	KERRIDGE, ADAM	PAYROLL	1,962.09	
04/10/2026	DD7876(A)	KUBASIAK, ROBERT	PAYROLL	26.43	
04/10/2026	DD7877(A)	LA CHEY, MARK	PAYROLL	51.86	
04/10/2026	DD7878(A)	LAMPEN, MEAGAN	PAYROLL	52.86	
04/10/2026	DD7879(A)	MACK, ELLIS	PAYROLL	1,460.54	
04/10/2026	DD7880(A)	MANNS, STEVEN	PAYROLL	26.43	
04/10/2026	DD7881(A)	MARINEAU, AUSTON	PAYROLL	52.86	

Check Date	Check	Vendor Name	Description	Amount
04/10/2026	DD7882(A)	MARTIN, DANNY	PAYROLL	1,130.53
04/10/2026	DD7883(A)	MOORE, GRAYSON	PAYROLL	2,411.48
04/10/2026	DD7884(A)	MUNCEY, GREGORY	PAYROLL	220.25
04/10/2026	DD7885(A)	PATERSON, KEITH	PAYROLL	52.86
04/10/2026	DD7886(A)	PETERSON, CHRISTINE	PAYROLL	264.30
04/10/2026	DD7887(A)	QUICK, KATHLEEN	PAYROLL	528.60
04/10/2026	DD7888(A)	RAPHAEL, CHRISTOPHER	PAYROLL	52.86
04/10/2026	DD7889(A)	STANTON-SHARAR, LAUREN	PAYROLL	175.20
04/10/2026	DD7890(A)	STASEWICH, ANGELA	PAYROLL	1,572.37
04/10/2026	DD7891(A)	STRAKER, TIMOTHY	PAYROLL	52.26
04/10/2026	DD7892(A)	WILLIAMS, SARA	PAYROLL	1,845.40
04/10/2026	DD7893(A)	WOLTERS, JAMIE	PAYROLL	2,179.81
04/10/2026	EFT2036(E)	HEALTH EQUITY	PAYROLL	630.00
04/10/2026	EFT2037(E)	FEDERAL TAX DEPOSIT	PAYROLL	8,900.27
04/10/2026	EFT2046(E)	MERS EMPOWER 457	PAYROLL	3,729.97
04/13/2026	20581	COMMERCIAL RECORD	SPECIAL USE	182.00
04/13/2026	20582	COPPERCRAFT DISTILLERY LLC	PPT REFUND - 360 WATER	159.04
04/13/2026	20583	MCKELLIPS PLUMBING INC	PLUMBING BUTLER TOILETS	365.00
04/13/2026	20584	SEPTIC TANK SYSTEMS CO INC	02/21 - 03/20 PORTABLE REST ROOM - MT BA	250.00
04/13/2026	20585	SUPERIOR ASPHALT INC	WINTER HOT MIX	800.00
04/14/2026	6589(E)	COMCAST-DPW	03/15 - 04/14 INTERNET-DPW	266.33
04/14/2026	6590(E)	KALAMAZOO LAKE SEWER & WATER	JAN AND FEB '26 SERVICE	3,975.28
04/14/2026	6591(E)	MERCHANTS BANCARD NETWORK	MAR '26 CC PROCESSING - PLANNING AND ZON	614.13
04/14/2026	6592(E)	PRIORITY HEALTH	APR '26 HEALTH INSURANCE COVERAGE	10,887.16
04/14/2026	6593(E)	REPUBLIC SERVICES	MAR '26 DISPOSAL AND PICKUP SERVICE - BL	24.00
04/15/2026	6563(A)	ACE PARKING LOT STRIPING INC	2025 RAINBOW CROSSWALKS	2,500.00
04/15/2026	6564(A)	ACTION INDUSTRIAL SUPPLY CO	UNIFORMS & SAFETY EQUIPMENT - ARAMENDI /	305.58
04/15/2026	6565(A)	ALLEGAN COUNTY SHERIFF	FEB '26 CORRECTIONS SERVICES	134.00
04/15/2026	6566(A)	ALLEGAN COUNTY SHERIFF	MAR '26 SHERIFF CONTRACT	37,469.98

Check Date	Check	Vendor Name	Description	Amount	
04/15/2026	6567(A)	ASSESSING SOLUTIONS INC	APR '26 ASSESSING SERVICES	3,024.84	
04/15/2026	6568(A)	DO IT CORPORATION	OVAL BEACH PASSES	800.00	
04/15/2026	6569(A)	FAHEY SCHULTZ BURZYCH RHODES	MAR '26 LIDGARD V CITY OF SAUGATUCK ET A	20,752.33	
04/15/2026	6570(A)	HOLLAND LITHO PRINTING SERVICE	OVAL DAILY PASSES	1,824.53	
04/15/2026	6571(A)	HORIZON COMMUNITY PLANNER	PLANNING AND HDC SERVICES	4,200.00	
04/15/2026	6572(A)	K&R TRUCK SALES INC	REPAIR/MAINTENANCE | #01	313.22	
04/15/2026	6573(A)	LORRIE PASTOOR	CLEANING SERVICES	480.00	
04/15/2026	6574(A)	MC NALLY ELEVATOR COMPANY INC	ELEVATOR SERVICE	462.30	
04/15/2026	6575(A)	OVERISEL LUMBER COMPANY	MAR '26 STATEMENT BALANCE	2,495.37	
04/15/2026	6576(A)	RATHCO SAFETY SUPPLY CO	SIGN	108.72	
04/15/2026	6577(A)	REPCOLITE	MAR '26 STATEMENT BALANCE	91.25	
04/15/2026	6578(A)	SHORELINE TECHNOLOGY SOLUTIONS	APR '26 COMPUTER SERVICES	1,984.20	
04/15/2026	6579(A)	SISTERS IN INK	OVAL BEACH UNIFORM	3,507.12	
04/15/2026	6580(A)	SPECTRUM PRINTERS INC	ELECTION MATERIALS - EPB PRECINCT KIT	54.69	
04/15/2026	6581(A)	WALKER CONSULTANTS INC	PARKING STUDY	8,082.01	
04/16/2026	EFT2047(E)	MERS EMPOWER 457	PAYROLL	3,760.75	
04/16/2026	EFT2048(E)	EMPOWER DEFINED CONTRIBUTION	PAYROLL	2,389.61	
04/17/2026	EFT2038(E)	MERS HYBRID	PAYROLL	2,389.61	V
04/17/2026	EFT2039(E)	ALERUS	PAYROLL	3,760.75	V
04/20/2026	EFT2040(E)	ALERUS	PAYROLL	3,716.15	V
04/20/2026	EFT2049(E)	MERS EMPOWER 457	PAYROLL	3,716.15	
04/21/2026	EFT2041(E)	ALERUS	PAYROLL	3,722.29	V
04/21/2026	EFT2042(E)	MERS HYBRID	PAYROLL	2,389.61	V
04/21/2026	EFT2050(E)	MERS EMPOWER 457	PAYROLL	3,722.29	
04/21/2026	EFT2051(E)	EMPOWER DEFINED CONTRIBUTION	PAYROLL	2,389.61	
04/22/2026	EFT2043(E)	MERS HYBRID	PAYROLL	2,389.61	V
04/22/2026	EFT2052(E)	EMPOWER DEFINED CONTRIBUTION	PAYROLL	2,389.61	
04/23/2026	EFT2044(E)	MERS HYBRID	PAYROLL	2,389.61	V
04/23/2026	EFT2053(E)	EMPOWER DEFINED CONTRIBUTION	PAYROLL	2,389.61	

Check Date	Check	Vendor Name	Description	Amount
04/24/2026	DD7894(A)	ARAMENDI, NOAH	PAYROLL	1,821.28
04/24/2026	DD7895(A)	BREDEWEG, NICOLE	PAYROLL	2,022.91
04/24/2026	DD7896(A)	BROWN, ANTHONY	PAYROLL	1,594.99
04/24/2026	DD7897(A)	CUMMINS, RYAN	PAYROLL	3,489.97
04/24/2026	DD7898(A)	GIBSON, MICHELLE	PAYROLL	1,594.35
04/24/2026	DD7899(A)	HERBERT, SCOTT	PAYROLL	2,521.56
04/24/2026	DD7900(A)	KERRIDGE, ADAM	PAYROLL	2,454.36
04/24/2026	DD7901(A)	LIVINGSTON, JOHN	PAYROLL	634.32
04/24/2026	DD7902(A)	MACK, ELLIS	PAYROLL	1,535.56
04/24/2026	DD7903(A)	MARTIN, DANNY	PAYROLL	1,370.31
04/24/2026	DD7904(A)	MOORE, GRAYSON	PAYROLL	2,486.47
04/24/2026	DD7905(A)	STASEWICH, ANGELA	PAYROLL	1,691.41
04/24/2026	DD7906(A)	WILLIAMS, SARA	PAYROLL	1,920.40
04/24/2026	DD7907(A)	WOLTERS, JAMIE	PAYROLL	2,254.80
04/24/2026	EFT2045(E)	FEDERAL TAX DEPOSIT	PAYROLL	8,770.07
04/24/2026	EFT2054(E)	MERS EMPOWER 457	PAYROLL	3,734.33
04/24/2026	EFT2055(E)	EMPOWER DEFINED CONTRIBUTION	PAYROLL	2,396.34
04/24/2026	EFT2056(E)	HEALTH EQUITY	PAYROLL	630.00
04/24/2026	EFT2057(E)	MERS	PAYROLL	5,535.31
04/24/2026	EFT2058(E)	MI DEPT OF TREASURY	PAYROLL	2,927.34
04/27/2026	20586	C2AE	FEB '26 SERVICES - BST DESIGN	9,738.82
04/27/2026	20587	CONVENTION AND VISITORS BUREAU	FIREWORKS CONTRIBUTION	5,000.00
04/27/2026	20588	DON JOLLAY	BOARD OF REVIEW DINNER	314.47
04/27/2026	20589	GFL ENVIRONMENTAL	ROLL-OFF BOX FOR STREET-SWEEPING DEBRIS	816.60
04/27/2026	20590	IHLE AUTO PARTS	MAR '26 MOTOR PURCHASES	568.99
04/27/2026	20591	KEPPEL'S LOCK & SAFE CO.	REPAIRS - OVAL BEACH	165.00
04/27/2026	20592	MACATAWA PLUMBING INC	INSTALL NEW WATER SERVICE	2,595.00
04/27/2026	20593	PENS.COM	LOGO PENS	295.45
04/27/2026	20594	PETTY CASH	OVAL BEACH PASS OFFICE CASH	100.00

Check Date	Check	Vendor Name	Description	Amount
04/27/2026	20595	SAUGATUCK DOUGLAS GARDEN CLUB	DOWNTOWN FLOWERS	1,700.00
04/27/2026	20596	SEPTIC TANK SYSTEMS CO INC	03/21 - 04/17 PORTABLE REST ROOM - MT BA	250.00
04/27/2026	20597	TODD WENZEL GMC	2026 GMC SIERRA PICKUP TRUCK - REPLACE #	55,318.00
04/28/2026	6607(E)	COMCAST	02/28- 03/27 INTERNET SERVICE	231.14
04/29/2026	6594(A)	ALLEGAN COUNTY SHERIFF	MAR '26 CORRECTIONS SERVICES	187.00
04/29/2026	6595(A)	BS&A SOFTWARE	ANNUAL FEE - DELINQ PERS PROP & TAX SYST	1,253.00
04/29/2026	6596(A)	D.K. CONSTRUCTION, INC.	DOCK REPAIR	16,862.50
04/29/2026	6597(A)	E DOWD CRANE SERVICE LLC	TREE SERVICE	1,785.00
04/29/2026	6598(A)	FLEIS & VANDENBRINK ENGINEERING INC	06/01 - 04/04 ENGINEERING FEES - GEN CON	5,502.39
04/29/2026	6599(A)	LANDSCAPE DESIGN SERVICES INC	MAR '26 ROSE GARDEN MAINTENANCE	2,110.00
04/29/2026	6600(A)	MAC QUEEN	STREET SWEEPER	571.35
04/29/2026	6601(A)	MACATAWA BANK	SERIES 2017 BOND PAYMENTS	11,146.50
04/29/2026	6602(A)	MIDWEST CONSTRUCTION GROUP, INC.	MT BALDHEAD RESTROOM REPLACEMENT	17,953.73
04/29/2026	6603(A)	SAUGATUCK FIRE	RENTAL HOME INSPECTIONS	10,600.00
04/29/2026	6604(A)	SAUGATUCK TOWNSHIP	CEMETARY MAINT.	6,000.00
04/29/2026	6605(A)	SISTERS IN INK	OVAL BEACH UNIFORM	381.76
04/29/2026	6606(A)	STANDARD INSURANCE COMPANY	MAY '26 INSURANCE	458.69
04/30/2026	6625(E)	CAPITAL ONE	MAR '26 STATEMENT BALANCE	154.36
04/30/2026	6626(E)	CONSUMERS ENERGY	MAR '26 SERVICE	3,714.36
04/30/2026	6627(E)	FIRST BANK CARD	02/25 - 03/26 STATEMENT BALANCE	4,812.02
04/30/2026	6628(E)	FRONTIER	02/20 - 03/19 SERVICE - OVAL BEACH	134.47
04/30/2026	6629(E)	FRONTIER	04/03 - 05/02 SERVICE	186.85
04/30/2026	6630(E)	MERS	APR '26 RETIREMENT	4,499.98
04/30/2026	6631(E)	METRO WIRELESS	APR '26 WIFI SERVICE	698.00
04/30/2026	6632(E)	MICHIGAN GAS UTILITIES	02/24 - 03/23 SERVICE - 102 BUTLER	114.22
04/30/2026	6633(E)	MICHIGAN GAS UTILITIES	02/23 - 03/23 SERVICE - 345 BUTLER	140.86
04/30/2026	6634(E)	MICHIGAN GAS UTILITIES	02/24 - 03/24 SERVICE - 3338 BLUE STAR	365.55
04/30/2026	6635(E)	NET2PHONE INC	APR '26 PHONE SERVICE	232.73
04/30/2026	6636(E)	RICOH USA INC	04/26 - 05/25 COPIER LEASE	35.27

Check Date	Check	Vendor Name	Description	Amount
04/30/2026	6637(E)	RICOH USA INC	04/26 - 05/25 COPIER LEASE	127.97
04/30/2026	6638(E)	VALLEY CITY LINEN INC	SHOP TOWELS	115.58

Total of 146 Checks:	412,359.03
Less 8 Void Checks:	24,487.60
Total of 138 Disbursements:	387,871.43

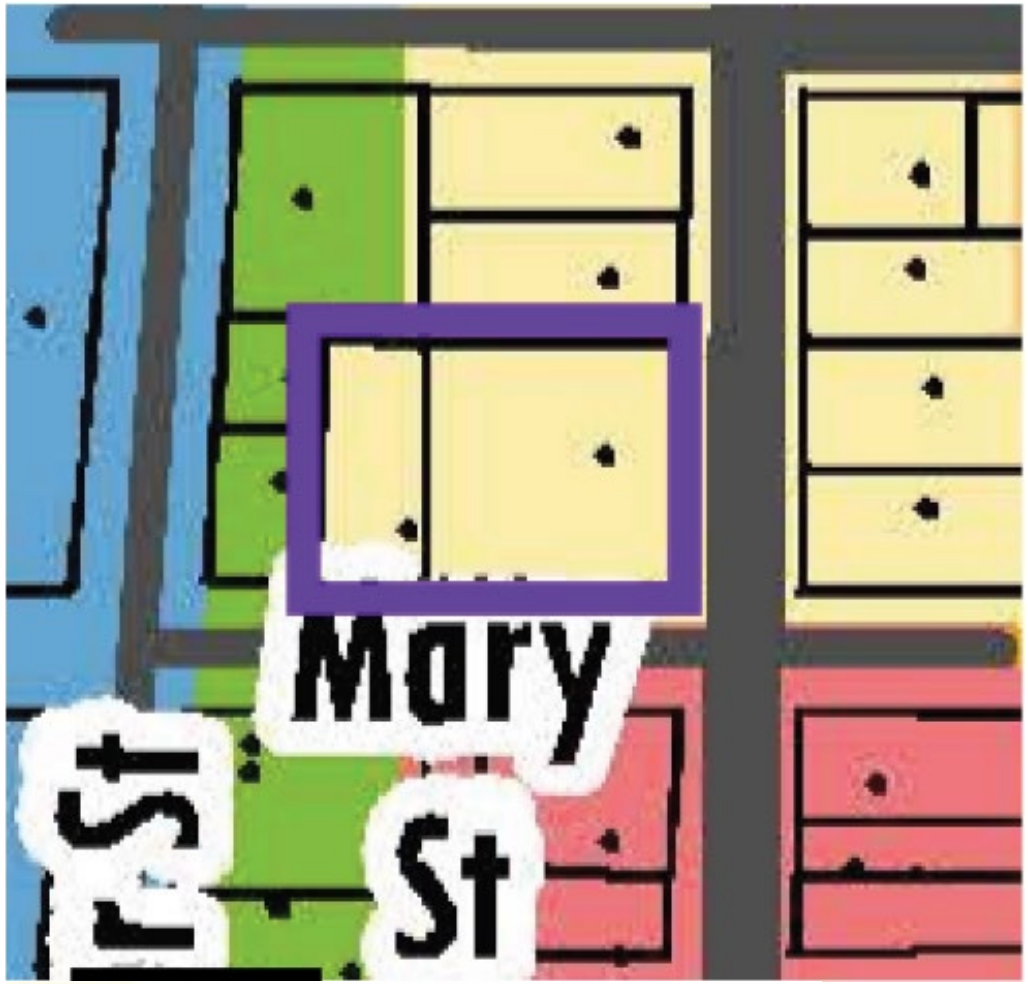
510 Butler –
Conditional Rezoning Request

R-4 City Center Transitional Residential District

requested rezoning to

C-2 Water Street East District

Zoning Map

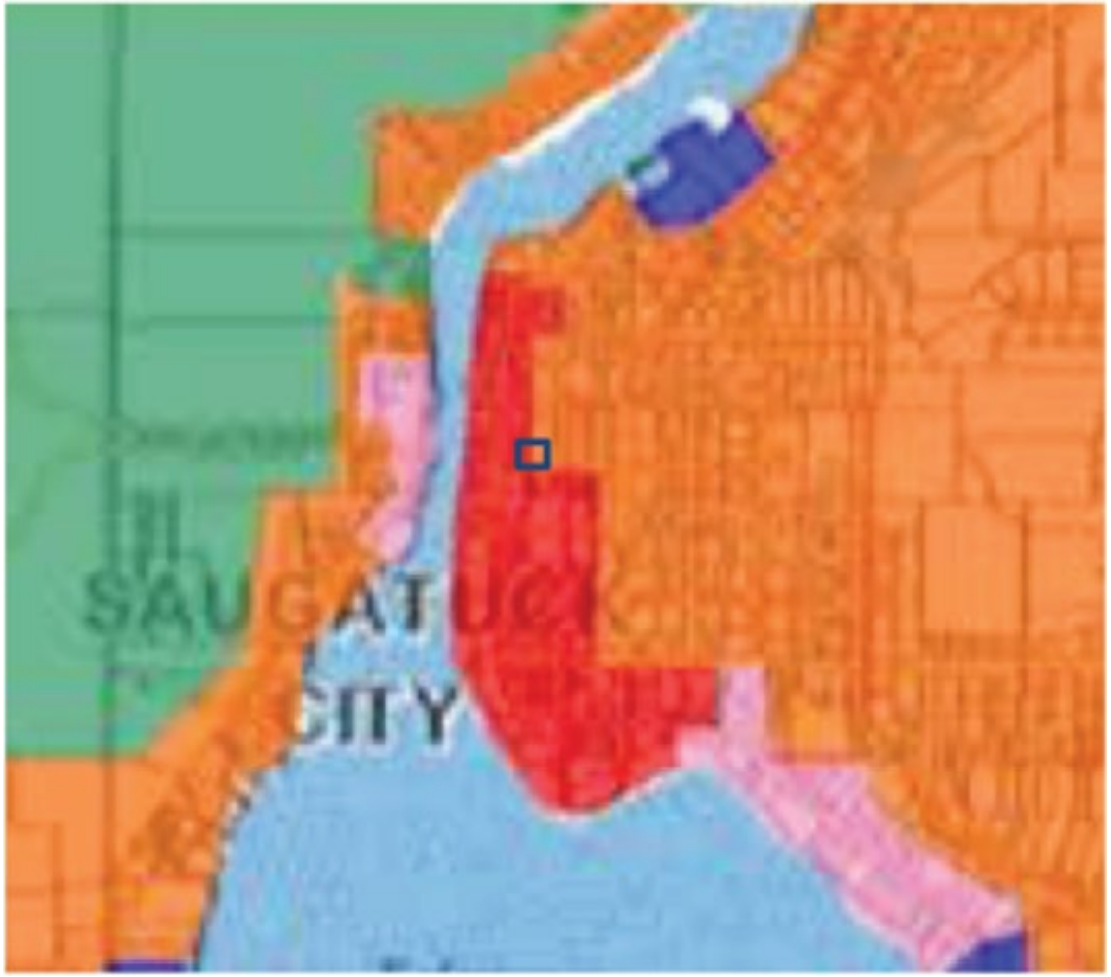


CENTER RESIDENTIAL - R-4

WATER STREET EAST - C-2

CITY CENTER - C-1

Future Land Use Map



Legend

Rural Low Density Single Family Residential/Agricultural

Medium to High Density Single and Multi-Family Residential

Commercial

Industrial

Conditional Rezoning Overview

1. **Applicant proposes rezoning and provides voluntary conditions**
2. **Planning Commission review**
   - Requires at least 1 public hearing
   - Issues recommendation to City Council
3. **City Council review** 

   - Considers Planning Commission recommendation and rezoning criteria
   - Options: approve, deny, or direct consideration of amended conditions
4. **If amendments are considered**
   - Council & Applicant must agree on revised conditions
   - Council refers amended proposal back to PC
   - PC issues report on amended conditions within a specified timeframe
   - Council then takes final action (approve or deny, with or without amendments)

Background

2023

- 120 Mary St. rezoned from C-2 Water St. East (WSE) to R-4 City Center Transitional Residential District (R-4).

2025

- Zoning Ordinance amendment to allow accessory guest buildings for bed & breakfast establishments.
  - The accessory building at 510 Butler has not yet received building permits for its conversion & renovation.

Additional Options Discussed

- Amending provisions of the R-4 zoning district
- Rezoning to C-1 City Center Commercial District (C-1 CC)
- Creating a new land use designation for an “inn” with specific use requirements

Conditions Volunteered on January 23, 2026

1. **The following principal land uses are prohibited:**
   - motion picture facilities;
   - amusement and recreational services;
   - recreational transportation rental facilities;
   - parking facilities as the principal use of land;
   - domestic business repairs, and expanded outdoor dining.

   This provision shall not be deemed to prevent the Landowner from establishing permissible accessory uses that would be allowed under the applicable provisions of the Zoning Ordinance.
2. **The maximum number of guests at any special event, or at simultaneous special events, shall not exceed 125 people.**
3. **The front setback shall be increased from zero (0) feet to 20 feet.**
   - However, if structures are established on at least 40% of the parcels on the same side of the street between two intersecting platted streets and at least half of the established structures are built within the required front yard setback, the front yard setback for new construction may be reduced to the lesser established front yard setback, provided that no new construction may be established closer than seven (7) feet to the front street line.
4. **Maximum lot coverage shall be decreased from 65 percent to 27 percent.**

Conditions Volunteered on April 3, 2026

1. **Limit land use to hotel(inn), instead of a motel/motor court, and any other use that is allowed in both C-2 WSE and R-4 CER. After comparing these districts, these uses would be the following:**
   - Single-family dwellings (floor area ratio not exceeding 0.3:1)
   - Home occupations
   - Short-term rental (of a single-family dwelling)
   - Bed and breakfasts (without accessory guest buildings)
   - Essential public services
2. **Add restrictions on a future hotel/inn use by referencing certain bed and breakfast establishment limitations from the Zoning Ordinance.**
3. **Lower the lot coverage of C-2 WSE from 65% to 27%.**
4. **Increase the front setback from zero (0) feet to 20 feet (with potential reductions based on established setbacks on neighboring property).**
5. **Limit kitchen expansion, indoor dining capacity, hours of operation, cooking space, and dining space.**
6. **Limit events to 75 attendees.**
7. **Prohibit expanded outdoor dining within the public right-of-way.**

Factors to Consider

A rezoning or conditional rezoning has lasting impacts on a parcel, as a future owner may pursue more intensive uses than those intended by the current owner. Accordingly, review of a rezoning request should focus on the land itself and the full range of potential implications, rather than the use currently proposed, which will require separate review and approval and is not guaranteed to be pursued.

1. *Whether the rezoning is consistent with the policies and uses proposed for that area in the city's Master Land Use Plan.*
2. *Whether all of the uses allowed under the proposed rezoning would be compatible with other zones and uses in the surrounding area.*
3. *Whether any public services and facilities would be significantly adversely impacted by a development or use allowed under the requested rezoning.*
4. *Whether the uses allowed under the proposed rezoning would be equally or better suited to the area than uses allowed under the current zoning of the land.*

Relevant Historical Case for Consideration

121 Mary (449 Water) Site Plan & Special Land Use Approval via Consent Agenda (July 2022)

- Outdoor occupancy limited to 30 persons inside & 60 persons outside.
- Hours of operation limited to 11:00 AM to 10:00 PM.
- Music, live or recorded, is limited to indoor only with no amplification.
- Outdoor seating covers (permanent & temporary), are not permitted except for umbrellas.

*All terms of the Consent Judgment listed above are unique and should not be viewed as setting precedent. However, the prior matter is recognized as involving similar considerations, and is referenced solely for contextual understanding.

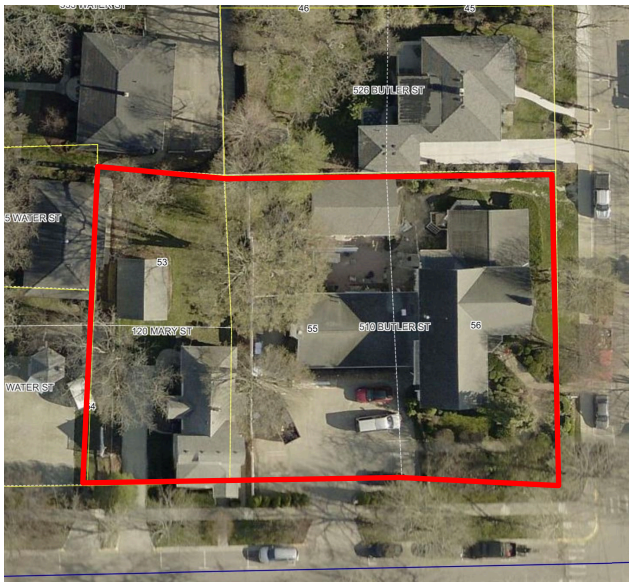
MEMORANDUM

City of Saugatuck – City Council Meeting

Memo Date:	**April 29, 2026**	**Meeting Date:**	**May 11, 2026**
Request:	**C-2 WSE Conditional Rezoning**	**Applicant:**	**Christopher Khorey/ McKenna**
Address:	**120 Mary/510 Butler**	**Project Name:**	**Wickwood Inn**
Parcel:	**57-300-055-00 and 57-300-053-50**	**Plan Date:**	**N/A**
Lot Size:	**24,729 s.f.**	**Zoning District:**	**R-4 CER**
Complete:	**Yes**	**Recommendation:**	**Planning Commission-Denial**
City Staff:	**Grayson Moore**	**Consultant:**	**David M. Jirousek, AICP**

Overview

The applicant requests the rezoning of 120 Mary Street and 510 Butler Street from the R-4 City Center Transitional Residential District (R-4) to the C-2 Water Street East District (C-2 WSE) with voluntary conditions, in accordance with Section 405 of the Michigan Zoning Enabling Act and Section 154.176(I) of the Zoning Ordinance.



The application intends to expand the Wickwood Inn's business operations beyond the current bed and breakfast establishment allowances to include hotel/inn accommodations, an accessory restaurant use, and special events.

Conditional Rezoning

A conditional rezoning process follows the same formal steps as a traditional rezoning process. However, coordination is required when written voluntary conditions are translated into the official ordinance language to conditionally rezone land. This is because the text is sometimes

amended to ensure it is appropriate from technical zoning and legal perspectives. As such, once the ordinance is prepared, the applicant must accept the conditions, as written, for them to be considered voluntarily submitted. Additional or amended conditions cannot be applied by the City Council.

If City Council approves a conditional rezoning, the conditions must also be formalized in a "statement of conditions," which is a separate legal instrument required by the Zoning Ordinance that must be recorded.

A rezoning or conditional rezoning has lasting impacts on a parcel, as a future owner may pursue more intensive uses than those intended by the current owner. Accordingly, review of a rezoning request should focus on the land itself and the full range of potential implications, rather than the use currently proposed, which will require separate review and approval and is not guaranteed to be pursued. The Council should consider all uses that would be permitted on the property under the proposed zoning.

Background

Previous Rezoning Approval

The property at 120 Mary Street was previously zoned C-2 Water Street East (WSE); however, in 2023, the owner requested rezoning to R-4 City Center Transitional Residential District to rent the first and second floors on a short-term basis. The R-4 zoning district permitted this, while the C-2 WSE zoning district allows short-term rentals only on upper floors. Since that time, the owner decided to incorporate 120 Mary Street into the overall bed and breakfast establishment.

Previous Special Land Use Approval

In 2025, the Zoning Ordinance was amended to allow accessory guest buildings for bed and breakfast establishments. The owner then secured special land use approval to incorporate the residential dwelling at 120 Mary Street and the accessory building at 510 Butler Street as accessory guest accommodation buildings for the Wickwood Inn. While the three-unit building at 120 Mary has been converted to guest accommodations, the accessory building at 510 Butler has not yet received a building permit for its conversion and renovation.

Current Request

Since the special land use approval, City staff and advisors have had multiple conversations with the owner's representatives regarding future uses and desired business activities. Staff determined that these uses and activities would not comply with the requirements for bed and breakfast establishments and the R-4 zoning district.

Subsequent conversations covered options such as amending the provisions of the R-4 zoning district, rezoning to C-1 City Center Commercial District (C-1 CC), rezoning to C-2 WSE, or

creating a new land use designation for an "inn" with specific use requirements. Because the desired commercial uses at the Wickwood Inn would no longer be consistent with the intent of the R-4 zoning district, the applicant chose to pursue a rezoning to C-2 WSE as part of a broader expansion of the operation.

The applicant has described their intent to establish the facility as a hotel(inn) with the following services and activities:

- *Obtain a liquor license and serve alcohol as part of their food service.*
- *Offer a wider variety of dining options to their guests, beyond the current breakfast service.*
- *On a reservation-only basis, open their dining room to the public. The operational model would be that reservations would only be opened to the general public if overnight guests do not fill all available spots for a given meal service.*
- *Host events that are consistent in scale with the property's size and layout.*

Along with the rezoning, the applicant voluntarily offered limitations on January 23, 2026, in an effort to reduce the potential impacts of future commercial expansion on nearby R-4 zoned lands and the neighborhood as a whole. These conditions were formalized within a conditional rezoning ordinance as follows:

a) *The following principal land uses are prohibited: motion picture facilities; amusement and recreational services; recreational transportation rental facilities; parking facilities as the principal use of land; domestic business repairs, and expanded outdoor dining. This provision shall not be deemed to prevent the Landowner from establishing permissible accessory uses that would be allowed under the applicable provisions of the Zoning Ordinance.*

b) *The maximum number of guests at any special event, or at simultaneous special events, shall not exceed 125 people.*

c) *The front setback shall be increased from zero (0) feet to 20 feet. However, if structures are established on at least 40% of the parcels on the same side of the street between two intersecting platted streets and at least half of the established structures are built within the required front yard setback, the front yard setback for new construction may be reduced to the lesser established front yard setback, provided that no new construction may be established closer than seven (7) feet to the front street line.*

d) *Maximum lot coverage shall be decreased from 65 percent to 27 percent.*

After reviewing these conditions and a public hearing on March 19, 2026, the Planning Commission was not supportive. Opposition centered on concerns about the evolving and uncertain scope of the proposal, land use compatibility, and timing. Commissioners noted that the request has changed incrementally over time, making it difficult to fully understand and evaluate the ultimate intensity and impacts. There was also skepticism that the "motel/motor court" classification, which was initially proposed, accurately reflected the proposed operations, along with concerns about parking, noise, and the potential for incremental commercial encroachment into a transitional residential area.

Commissioners also expressed concern that rezoning to C-2 WSE could permit a broader range of commercial uses than currently proposed. Additional hesitation related to the complexity of the conditions offered in the application submittal and a preference to defer action until the City completes its Master Plan and future land use planning for similar transition areas. Based on the concerns, the applicant agreed to reassess the conditions and resubmit a new offer at a future meeting.

The applicant then withdrew the previous conditions and presented a new list within a revised letter, dated April 3, 2026. These conditions generally included:

- Limit land use to hotel(inn), instead of a motel/motor court, and any other use that is allowed in both C-2 WSE and R-4 CER. After comparing these districts, these uses would be the following:
    - Single-family dwellings (floor area ratio not exceeding 0.3:1)
    - Home occupations
    - Short-term rental (of a single-family dwelling)
    - Bed and breakfasts (without accessory guest buildings)
    - Essential public services
- Add restrictions on a future hotel/inn use by referencing certain bed and breakfast establishment limitations from the Zoning Ordinance.
- Lower the lot coverage of C-2 WSE from 65% to 27%.
- Increase the front setback from zero (0) feet to 20 feet (with potential reductions based on established setbacks on neighboring property).
- Limit kitchen expansion, indoor dining capacity, hours of operation, cooking space, and dining space.
- Limit events to 75 attendees.
- Prohibit expanded outdoor dining within the public right-of-way.

The revised conditions were more comprehensive and seemed to address some of the concerns brought up at the March 19, 2026, Planning Commission meeting. However, at the April 16,

2026, meeting, the Planning Commission agreed with Staff that a new public hearing would be required due to the extent of changes to the conditions offered by the applicant and based on a reading of Section 154.176 I(2)(h) of the Zoning Ordinance, which requires the Planning Commission to hold a new public hearing when new conditions are offered and previous conditions are withdrawn:

> *(h) The offer of conditions may be amended during the process of rezoning consideration provided that any amended or additional conditions are entered voluntarily by the owner. An owner may withdraw all or part of its offer of conditions any time prior to final rezoning action of the City Council provided that, if the withdrawal occurs subsequent to the Planning Commission's public hearing on the original rezoning request, then the rezoning application shall be referred to the Planning Commission for a new public hearing with appropriate notice and a new recommendation.*

In response, the applicant verbally amended their request during the April 16, 2026, meeting to revert to the conditions offered on January 23, 2026, to avoid the need for a new hearing and a delay of the Planning Commission's recommendation by another month. However, the applicant did not provide the original conditional rezoning ordinance and conditions during the meeting, as part of their request to revert to their initial submittal. Further, City Staff members were not aware of this change of strategy before the applicant's announcement during the meeting.

Commissioners expressed concern about the intensity of the proposed use, including the potential number of event attendees on a small site, parking demand, and enforcement of conditions running with the land. They also questioned extending increased commercial intensity further from Water Street prior to completion of the Master Plan. It was noted that the proposal does not clearly fit the hotel(inn) definition. Commissioners indicated that future land use and zoning for Butler Street should be addressed through the upcoming master planning effort and related text amendments, and reiterated concerns with expanding commercial intensity closer to residential areas.

Considering the lack of support for the original conditions at the March 19, 2026, meeting, the absence of paperwork and packet materials related to the reversion to the original request, and an analysis of the standards for considering a rezoning from Section 154.176(C)(1)(b) of the Zoning Ordinance, the Planning Commission unanimously recommended denial of the request to rezone the subject land to C-2 WSE with the original conditions.

Proposed Hotel(Inn) Use

Questions also remained at the Planning Commission meeting about whether the proposed use meets the definition and requirements of a "hotel(inn)." The definition specifies interior hallway access to guestrooms and references a single *building*, which conflicts with Wickwood's existing layout, which includes multiple guest buildings and exterior-access guest units (primarily for the two-unit accessory building). However, the applicant has also submitted a Zoning Ordinance text amendment to address this issue in the event that the conditional rezoning request is approved.

*HOTEL (INN). **A building** comprised of attached, furnished, sleeping rooms, containing bathroom facilities, which are **accessible by interior hallways**, in which transient lodging or boarding are offered to the public for compensation. A hotel may contain a restaurant(s), gift and specialty shop(s), swimming pool and exercise facilities, lounge(s), and conference rooms(s); provided these uses are clearly accessory to the hotel. A hotel shall not be considered or construed to be a motel, bed and breakfast establishment, multiple- family dwelling, or similar facility.*

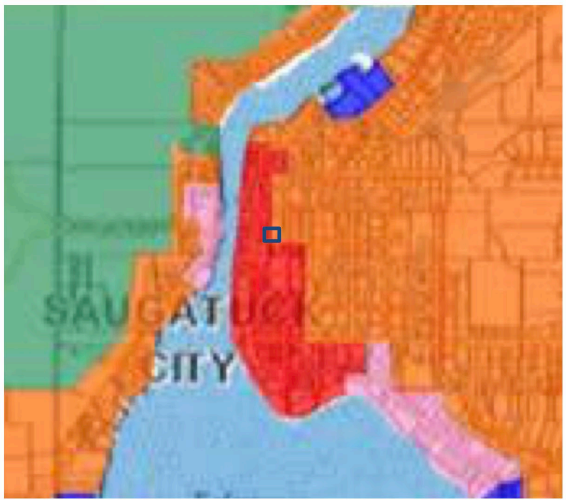
Section 154.176 (C)(1)(b) Factors to Consider

When reviewing a rezoning application, with or without proposed conditions, the Planning Commission and City Council must consider the following factors:

1. *Whether the rezoning is consistent with the policies and uses proposed for that area in the city's Master Land Use Plan.*

   Comment: The property at 120 Mary Street is classified as "Commercial" on the Future Land Use Map of the Tri-Communities Master Plan, while 510 Butler Street is designated as "Medium to High Density Single and Multiple-Family Residential." Extending C-2 WSE zoning to 120 Mary Street would be consistent with the property's past zoning and the future land use plan. Designating 510 Butler Street as C-2 WSE is a minor departure from the plan, as it is at the edge of the future land use boundary and would extend commercial zoning northward along Butler Street to Mary Street.

   Since the future land use map serves as a guide, minor deviations can be considered, but in conjunction with all other factors. Considering the proposed restrictions on the front setback, maximum lot coverage, and limitations on commercial uses, the departure could be considered less concerning than it would be if voluntary conditions were not offered. However, the Planning Commission still felt that increased usage, even if site conditions remained the same, would negatively affect the nearby residential blocks.



2. *Whether all of the uses allowed under the proposed rezoning would be compatible with other zones and uses in the surrounding area.*

   Staff Comments: If rezoned with the proposed conditions, the remaining allowable land uses include essential public services, retail stores, personal service establishments, art galleries, single-family detached dwellings, and apartments, including first-floor (with restrictions) and upper-floor units. Allowable dwelling units or apartments could be used for short-term rentals, and home occupations are also permitted. Subject to special land use approval, the landowner may also establish a hotel/inn, motel/motor court, restaurant, and business or professional offices.

   It should be noted that C-2 WSE does not allow accessory guest buildings for bed and breakfast establishments, so the current accessory use at 120 Mary would become nonconforming, and the secondary two-unit accessory guest building at 510 Butler could not be converted under the proposed zoning district. The applicant is addressing this under a separate text amendment request, which is planned for May consideration by the Planning Commission.

   While future site development would be restricted by tighter setbacks and lower lot coverage than C-2 WSE authorizes, the opportunity and feasibility of redeveloping the site or reusing it for a different permitted or special land use altogether remain. These unknowns, along with the number of event attendees (125), concerned the Planning Commission.

3. *Whether any public services and facilities would be significantly adversely impacted by a development or use allowed under the requested rezoning.*

Staff Comments: Rezoning to a more intensive land use has the potential to increase demands on public services and facilities. While the proposed voluntary conditions may mitigate some impacts, they do not fully address the anticipated effects associated with higher-intensity commercial use of the property. These impacts may include increased traffic, noise, and overall activity levels, particularly related to events and other permitted uses. The Planning Commission found that the voluntary conditions did not adequately address these potential impacts.

4. *Whether the uses allowed under the proposed rezoning would be equally or better suited to the area than uses allowed under the current zoning of the land.*

Staff Comments: While there is value in supporting the expansion of the Wickwood Inn, the currently proposed conditions provide less predictability than the previously offered (and since rescinded) conditions. Although certain uses would still require special land use approval, the range of uses permitted under the proposed zoning introduces the potential for future uses—by the current or subsequent owners—that may be less compatible with the surrounding area than those allowed under the existing R-4 zoning, which supports a boutique bed and breakfast establishment.

Recommendation

The Planning Commission recommended denial by a unanimous vote (6-0) at their meeting on April 16, 2026.

Motion by Marineau, supported by LaChey, to recommend denial of the proposed ordinance to amend the zoning map at the City of Saugatuck. I recommend denial of the rezoning of 120 Mary Street and 510 Butler Street with voluntary conditions, as offered by staff based on the findings related to 154.176 (C)(1)b of the zoning ordinance as outlined in the memo dated February 13, 2026, and as discussed by planning commissioners with reservations they had during the discussion at the April 16th and March 19th Planning Commission meetings.

December 1, 2025

Planning Commission
City of Saugatuck
102 Butler St.
Saugatuck MI, 49453

RE: Determination Letter – Bed & Breakfast Establishment

Planning Commission:

You have requested a formal determination of the permitted scope of operations which take place in or in relation with a Bed & Breakfast Establishment. This request arose during the November 20, 2025 Planning Commission meeting where 510 Butler St./120 Mary St. presented a Special Land Use request to serve alcoholic beverages on site. During their presentation the applicant requested the ability to provide the service of alcoholic beverages to patrons, patrons guests, and other visitors by reservation. The applicant confirmed that the request was in part to the events including weddings and other gatherings that are hosted at the existing Bed & Breakfast Establishment calling into question the definition and intention of such establishment and of establishments similar in nature.

Applicable Definitions

Section 154.005 of the City of Saugatuck's Zoning Ordinance defines as follows:

BED AND BREAKFAST ESTABLISHMENT. A residential building occupied by the owner(s) or resident manager, along with associated accessory guest buildings allowable within certain districts, which has sleeping rooms available for rent by transient people on a short-term basis.

HOTEL (INN). A building comprised of attached, furnished, sleeping rooms, containing bathroom facilities, which are accessible by interior hallways, in which transient lodging or boarding are offered to the public for compensation. A hotel may contain a restaurant(s), gift and specialty shop(s), swimming pool and exercise facilities, lounge(s), and conference rooms(s); provided these uses are clearly accessory to the hotel. A hotel shall not be

considered or construed to be a motel, bed and breakfast establishment, multiple- family dwelling, or similar facility.

MOTEL. A commercial enterprise oriented to the public traveling by motor vehicle, with individual sleeping rooms typically exiting directly to the outside, with patron parking located at or near each room exit. A motel may contain an accessory restaurant, gift and specialty shop, lounge, swimming pool, and exercise facilities.

MOTOR COURT. A grouping of single story attached, semi-detached, or detached, furnished rental units each containing a bedroom, bathroom, and closet space, with or without a kitchen, less than 700 square feet in floor area, in which transient, overnight, lodging, or boarding are offered to the public for compensation. A motor court may contain shared amenities (for example, a swimming pool) for renters of the units and their guests but not separate commercial uses (for example, restaurants, gift or retail shops).

MOTEL/MOTOR COURT. A series of attached, semi-detached or detached, furnished, rental units each containing a bedroom, bathroom and closet space in which transient, overnight, lodging or boarding are offered to the public for compensation. The design of a motel is oriented to the public traveling by motor vehicle with individual sleeping rooms typically exiting directly to the outside with patron parking located at or near each room exit. A motel may contain a restaurant, gift and specialty shop, lounge and swimming pool and exercise facilities, provided, these are uses clearly accessory to the motel.

Analysis

The operational intent of a Bed & Breakfast Establishment is residential in character and limited to the provision of sleeping rooms to transient guest on a short-term basis. The definition does not authorize commercial food and beverage services, public-facing hospitality amenities, or event-oriented activities. The absence of such allowances indicates a deliberate expectation that the use remains low-intensity and residentially compatible.

Other lodging categories – including hotels, motels, and motor courts – are expressly permitted to operate restaurants, retail establishments, and event spaces as accessory uses. These allowances recognize higher operational intensity and broader public-facing activity which aligns with the permitted Zoning Districts. The lack of comparable accessory permissions in the Bed & Breakfast definition underscores that such commercial functions

are not intended to be associated with a Bed & Breakfast Establishment. The Zoning Ordinance provides a distinction between residential lodging and commercial hospitality operations.

Providing alcoholic beverages to individuals who are not registered overnight guests—including event attendees, reservation-only visitors, or other non-lodgers—constitutes a separate commercial activity not incidental to lodging. This type of service aligns with hotel lounge operations and is not authorized within the definition of a Bed & Breakfast Establishment. Expanding alcohol service to the general public or to event participants exceeds the intended operational boundaries of the use.

Under regulation as a Special Land Use the Planning Commission may find it permissible to allow for the service of alcohol beverages to overnight guests in an incidental manner where location and proposed operation are taken into consideration.

Weddings, receptions, and comparable gatherings introduce operational impacts such as increased parking demand, elevated noise levels, higher traffic volumes, and intensified site activity. These impacts are inherently inconsistent with the low-intensity, residential character of a Bed & Breakfast Establishment. While they may not cause an issue under certain circumstances such as when they are located near commercial districts, the Zoning Ordinance currently contains no provision allowing a Bed & Breakfast to function as an event venue or assembly use. Accordingly, at present, event hosting falls outside the permissible scope of the use category.

When a Bed & Breakfast begins introducing alcohol service to non-lodgers or hosting recurring events, its operational profile shifts beyond the definition of a Bed & Breakfast and into the territory of a commercial hospitality venue. These activities align with those expressly contemplated for a Hotel (Inn) or similar commercial lodging classification. The ordinance treats these categories as distinct and not interchangeable. A Bed & Breakfast engaging in these expanded activities effectively operates outside its permitted use classification.

Determination

A Bed & Breakfast Establishment, as defined in Section 154.005 of the City of Saugatuck Zoning Ordinance, is limited to transient lodging within a residential building occupied by an owner or resident manager. Alcohol service may occur only when it is incidental to lodging

and exclusively for registered overnight guests. Alcohol service to non-lodgers—whether by reservation or event attendance—is not permitted and constitutes a separate commercial use. Hosting weddings, receptions, or similar gatherings is not within the authorized scope of a Bed & Breakfast Establishment. These functions correspond to the operational profile of a commercial lodging category, such as a Hotel, and therefore exceed what is allowable under the Bed & Breakfast definition.

Sincerely,

Grayson Moore

Director of Planning & Zoning

Wickwood Inn Conditional Rezoning Request

Saugatuck City Commission
May 6, 2026

MCKENNA

Thank You for Your Consideration

- **About Wickwood Inn**
- **What are Wickwood's Goals?**
- **Why a Conditional Rezoning?**
- **What else would be required?**
- **What Voluntary Conditions is Wickwood Offering?**
- **Why should the City Council approve the request?**


THE
WICKWOOD
INN

A Heritage of Hospitality in a Design-Forward Inn

Originally built in 1937 as the Colonial revival home of Frank Wicks, former mayor of Saugatuck, the property has always stood at the heart of town — just steps from the many delights of downtown Saugatuck, the Chain Ferry, and the Kalamazoo River. In 1981, Sue and Stub Louis transformed the house into the Wickwood Inn – Saugatuck's first bed-and-breakfast, modeled after London's charming Brown's Hotel.

A decade later, gourmet food veteran Julee Rosso – co-author of *The Silver Palate Cookbook* – and her partner, Bill Miller, took the reins. Together, they made the Wickwood a farm-to-table culinary destination, celebrated in Travel + Leisure and The New York Times for its soulful food and gracious hospitality.

In 2021, the inn entered a new chapter under the stewardship of Shea Soucie and Martin Horner, co-founders of Chicago-based luxury interior design firm Soucie Horner Design Collective. The pair's intention? To redefine boutique hospitality by inviting guests to explore the intersection of thoughtful design, culinary creativity, and Midwestern warmth.

Today, The Wickwood continues to evolve, providing visitors with memorable stays hosted by Executive Chef and General Manager Rose Duong. A trusted SHDC partner for more than two decades, Rose collaborates continuously with Shea and Martin to create and curate opportunities for food, design, and hospitality to converge.

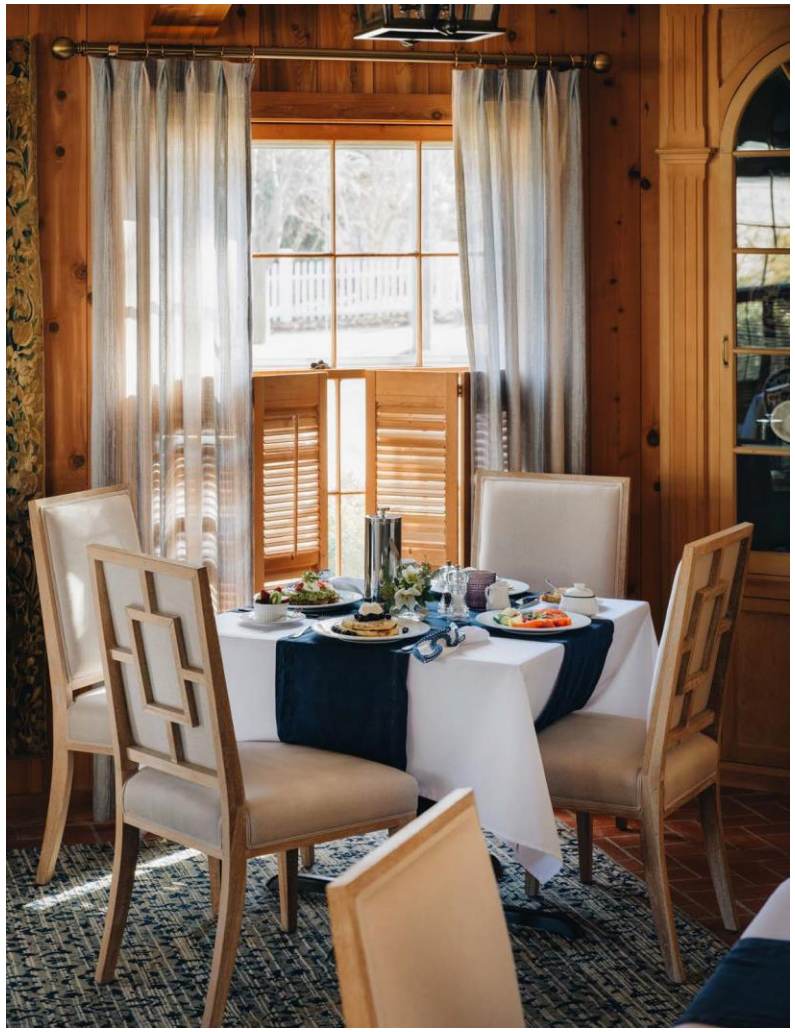
More than a chef or a general manager, Rose is the architect of a hospitality experience where food, interiors, and service meld into a memorable whole. From her dynamic, seasonal breakfast menus to delectable lunches, poolside snacks, and inventive mocktails, Rose's leadership of the Wickwood Inn mirrors SHDC's design philosophy: refined, regionally inspired, and deeply personal.















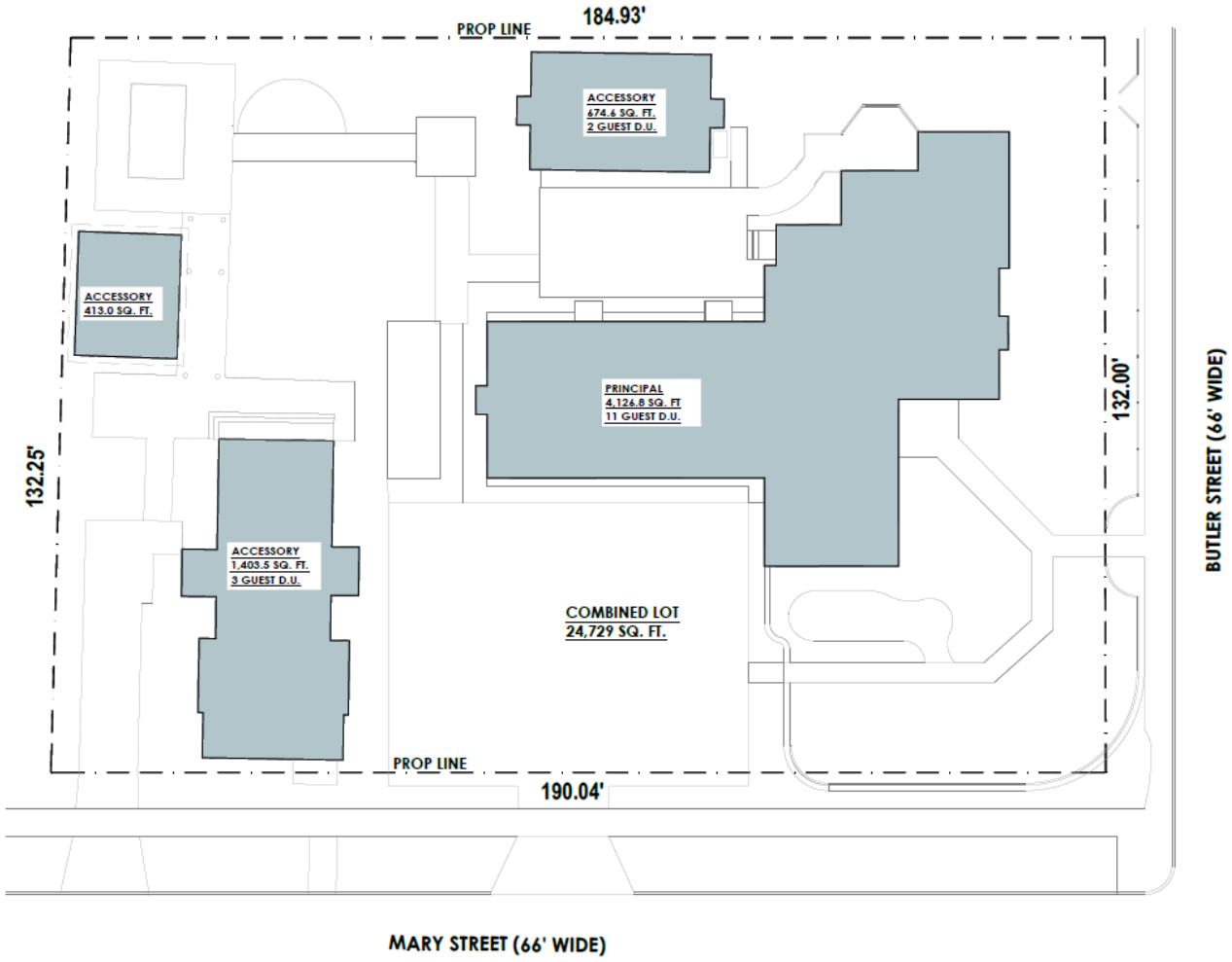






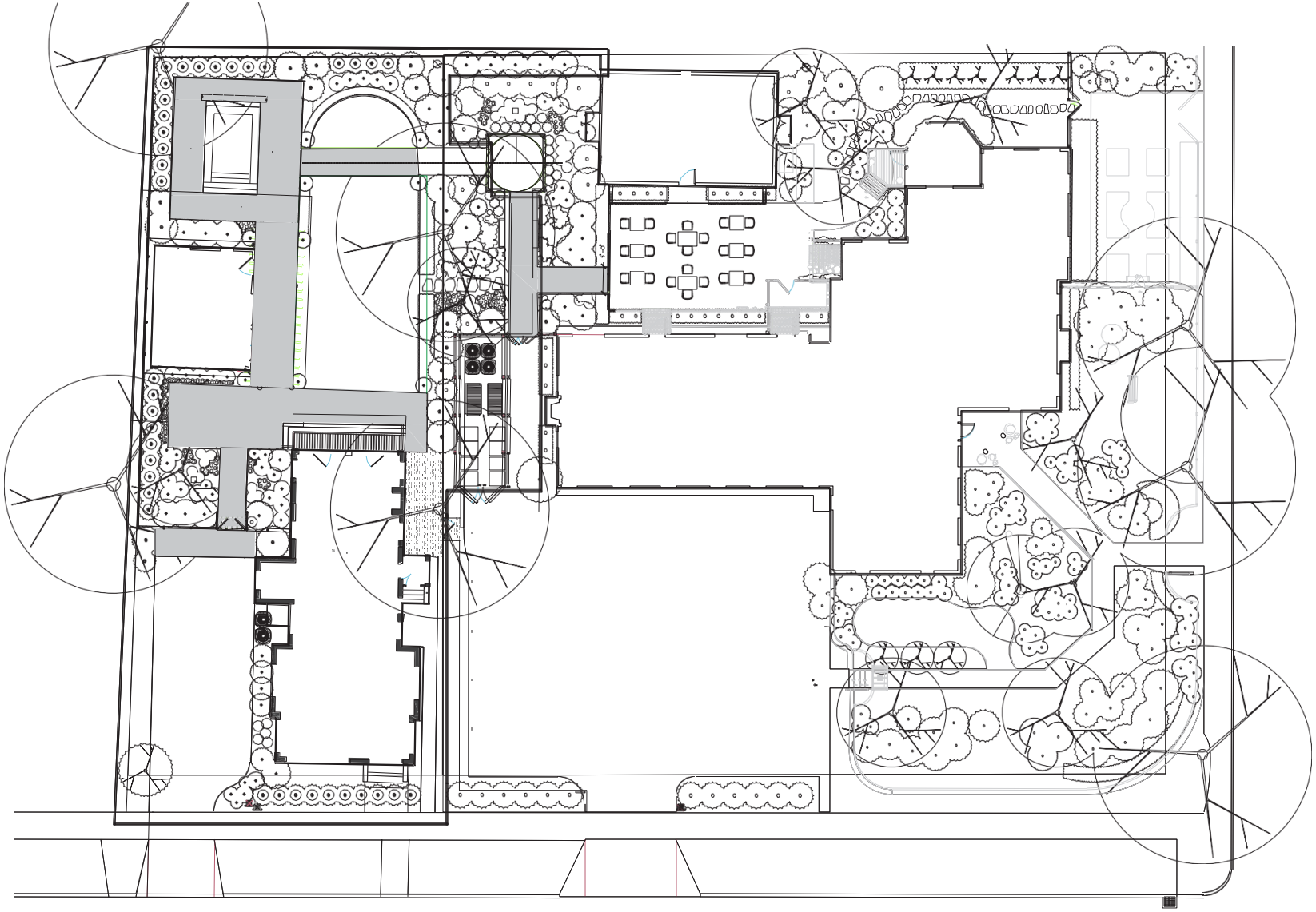


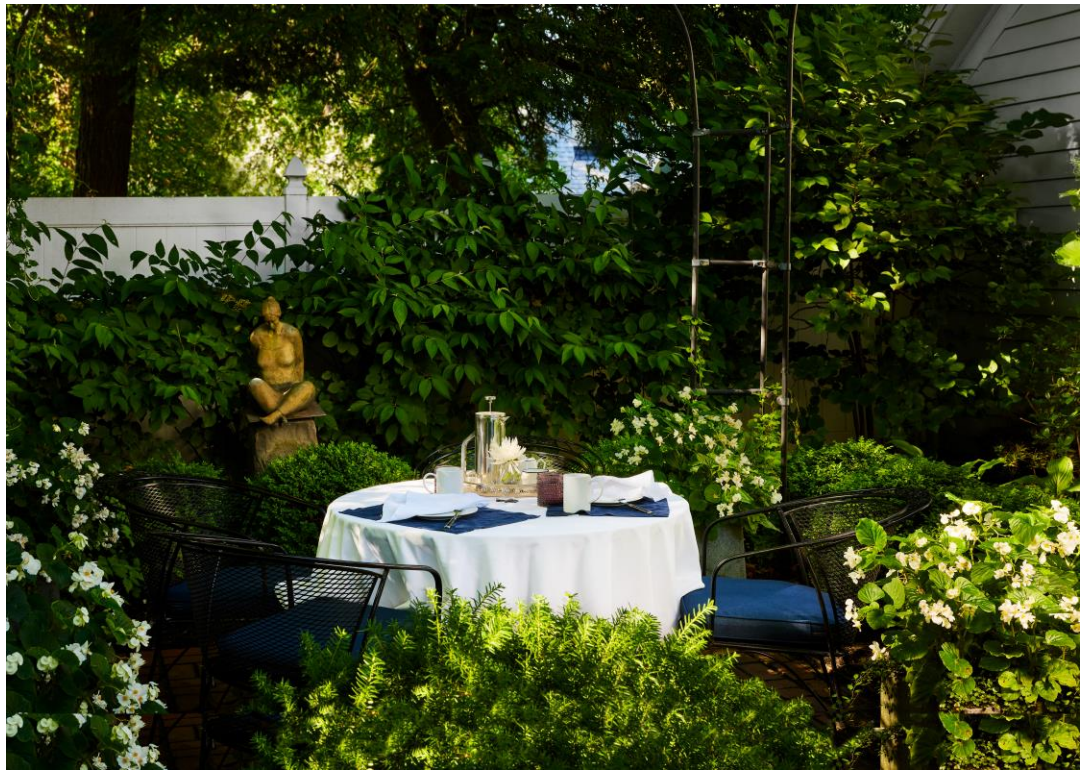
Wickwood Inn

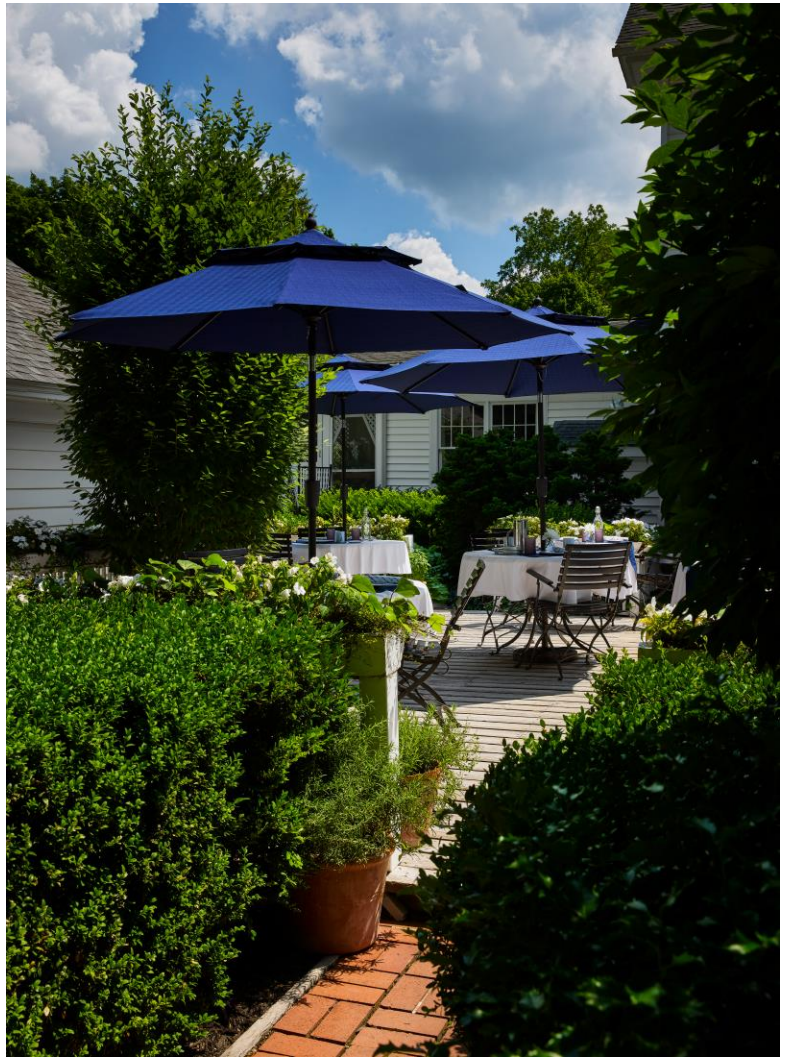


Guest Rooms

- 14 Guest Rooms
  - ✓ 11 in Main House
  - ✓ 3 in Bungalow
- 2 Rooms Approved for Carriage House (future phase)



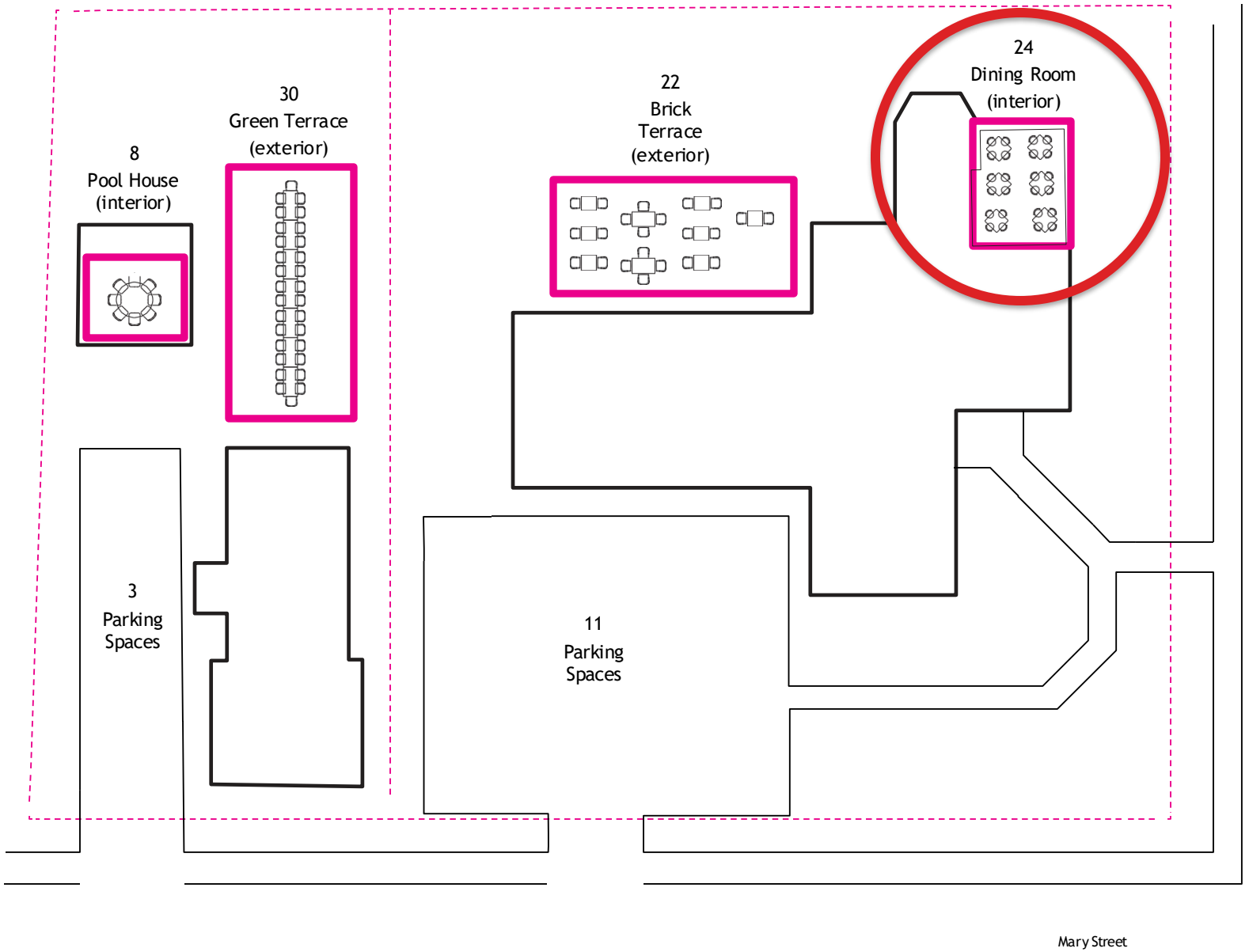




Dining

- **Dining**
  - ✓ Seating Capacity: **24**
  - ✓ Breakfast Included in Room Rate
  - ✓ Other Meals Can Be Served to Guests*
  - ✓ **Cannot Serve Food to General Public**
  - ✓ **Not Currently Approved for Alcohol Sales but can apply for license under a Bed & Breakfast**

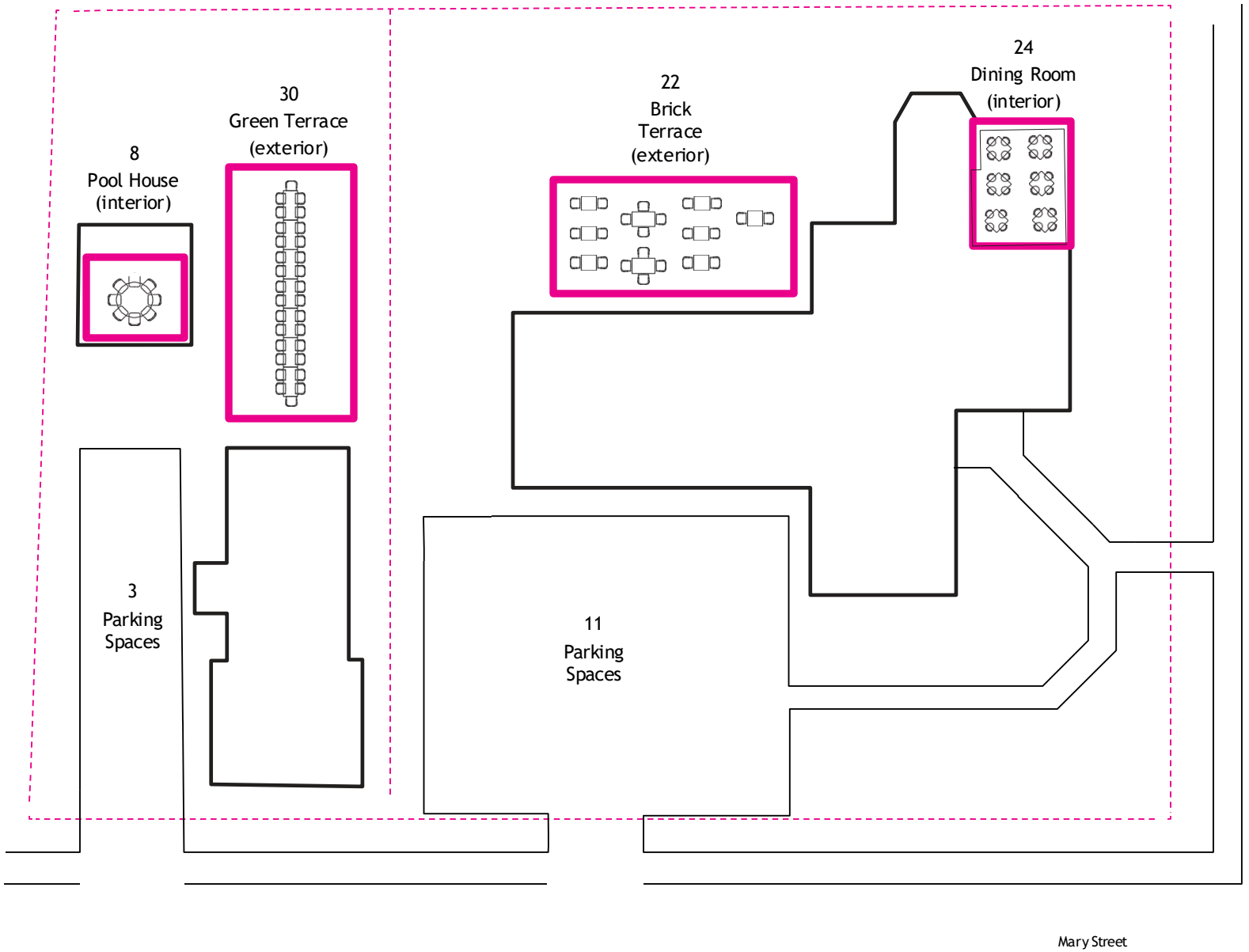
**Confirmed by Planning and Zoning Director Grayson Moore*


8
Pool House
(interior)
30
Green Terrace
(exterior)
22
Brick
Terrace
(exterior)
24
Dining Room
(interior)
3
Parking
Spaces
11
Parking
Spaces
Butler
Street
Mary Street

“Activities” (Events)

- **“Activities” (Events)**
  - ✓ Capacity: **75**
  - ✓ Capacity without Seating (ex. cocktail party): **125**
  - ✓ Currently limited to **Overnight Guests only***

**Clarified by Planning and Zoning Director Grayson Moore*


8
Pool House
(interior)
30
Green Terrace
(exterior)
22
Brick
Terrace
(exterior)
24
Dining Room
(interior)
3
Parking
Spaces
11
Parking
Spaces
Butler
Street
Mary Street

Wickwood's Goals

- More **Shoulder Season** Offerings
- Become an Amenity for the **Local** Community
- Keep Reputation for **Refined Luxury**
- Keep **"Boutique"** Scale
- **Preserve** Historic Butler Street

Wickwood's Goals

- Serve **Alcohol** as part of Food and Beverage Services.
- Allow Non-Guests to **Attend Events**.
- Offer **Limited** Dining Opportunities to the General Public.
  - ✓ **Reservation-Only**
  - ✓ Available **Only** if Dining Slots are **Not Filled** by Overnight Guests
  - ✓ Seating Capacity: **24** Diners **(No Expansion Plans)**

Timeline of Meetings with Planning Commission

Nov 2025

Applicant at 510 Butler St. seeks Special Land Use (SLU) approval to serve alcohol at existing B&B (pursuing state resort liquor license)

- Alcohol service proposed for overnight guests, events, and brunch/lunch patrons.
- Planning Commission raised concerns about alignment with B&B zoning definition and potential precedent.

Commission Action: Motion passed to postpone SLU decision (510 Butler & 120 Mary) up to 60 days

Dec 2025 & Jan 2026

- Team meets with G. Moore, David Jirousek, and Trent Cunningham (per PC recommendation) to work on revising the plan

Feb 2026

- Planning Commission Meeting Canceled

March 2026

Applicant seeks to rezone 510 Butler & 120 Mary from R-4 Residential to C-2 Water Street East. (Previously pursued SLU for alcohol service, later withdrawn).

Property Context:

- 120 Mary was rezoned in 2023 for short-term rentals and incorporated into B&B use
- Parcel combination not yet complete—must be finalized before rezoning

Key Clarification:

- Rezoning does not approve change in use; property remains a B&B until future SLU approval

Proposed Conditions (Applicant):

- 27% lot coverage cap
- Maintain R-4 front yard setback
- Prohibit select C-2 uses (as listed)

Staff Guidance:

- Supports land-based conditions (compatibility)
- Recommends operational elements (restaurant, events, public access, gift shop, 125-person cap) be addressed later during SLU/site plan review
- Recommends approval per zoning criteria (§154.176) with adjustments

Commission Action: Motion passed to table application for one month (unanimous)

April 2026

- Applicant had a revised request but was told that they needed to notice a public hearing thus delaying the process further.
- Applicant withdraws new request and continues with request from **March 2026.** Applicant seeks a vote due to the almost 5-month discussion on the matter and wanting clarity.
- **Commission Action**: After discussion, motion denied and not recommend to city council.

May 2026

- City Council Workshop 05/06 and Meeting 05/11

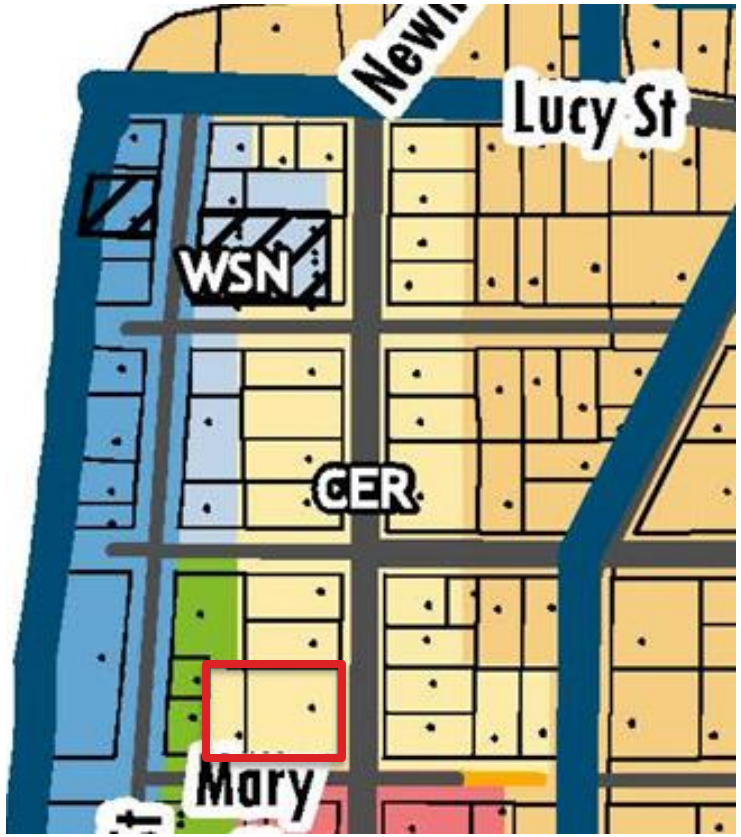
Current Zoning Status

- Zoned **R-4/CER**
- Classified as **Bed and Breakfast Establishment**
- **Limitations:**
  - ✓ **No Food Service** to General Public
  - ✓ Events Limited to **Overnight Guests**
  - ✓ Need **Special Use Approval** to Serve Alcohol
  - ✓ Amenities (pool, etc) Limited to **Overnight Guests**
  - ✓ **Noise/Nuisance** Restrictions
  - ✓ Limits on **Number** of Guests and **Length** of Stay

Requested Zoning District

- **C-2/WSE**
- *Could be* Classified as **Hotel (Inn)**
  - ✓ **Would need Special Use Approval**
- **Major Changes in Regulations:**
  - ✓ Food Service to General Public **Permitted**
  - ✓ No Restrictions on Event Guests
  - ✓ No **Special Use Approval** to Serve Alcohol
    - Liquor License Still Required

Saugatuck Zoning Map



ZONING

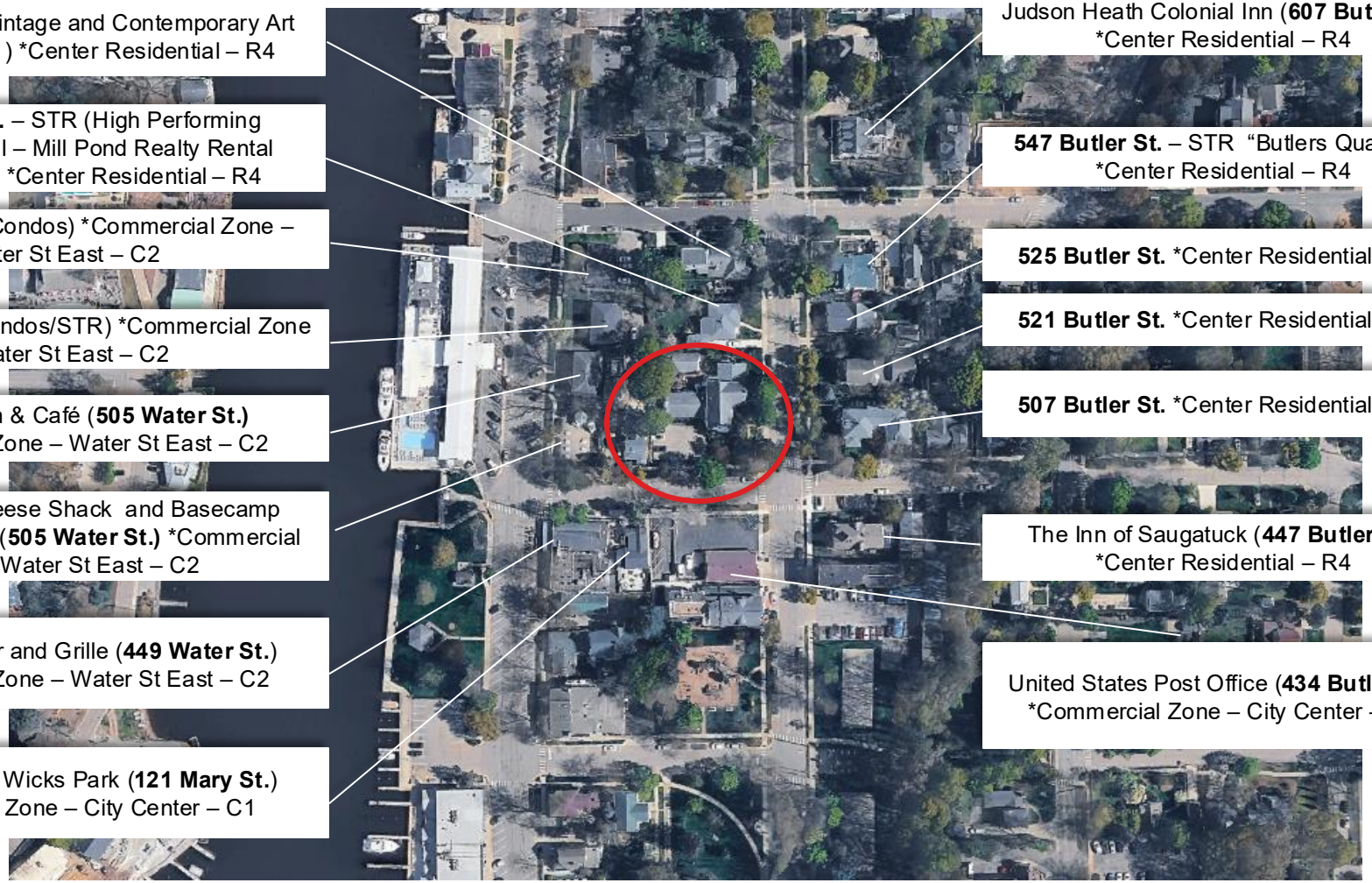
- Blue Star District - LI-1
- Center Residential - R-4
- City Center - C-1
- Community Residential - R-1
- Conservation, Recreation & Camp - CRC
- Cultural Community
- Lake Street - R-2
- Maple Street - R-1
- Multi-Family Residential - MR
- Neighborhood Marine - NHM
- Peninsula North (Duneside) - R-1
- Peninsula North (Riverside) - R-1
- Peninsula South - R-1
- Peninsula West - R-1
- Resort District - C-4
- Summer Resort & Park Association - SRP
- Water (Rivers/Lakes) - W
- Water Street Commercial - C-2
- Water Street East - C-2
- Water Street North - C-1
- Water Street South - C-2

Tri-Community Master Plan

*"Downtown Saugatuck features larger, older homes that contribute to the downtown's charm, many of which have been converted to profitable **bed and breakfast establishments**"*

*"Downtown Saugatuck will continue to serve as the major center for commercial tourist activities. This should be encouraged. However, the downtown area should not be permitted to expand outside the area presently zoned for downtown commercial use. Appropriate measures should be instituted as necessary to **mitigate impacts of the city center on adjoining residential areas**."*

Wickwood is the Transition Point



Dune Gallery – Vintage and Contemporary Art (**546 Butler St.**) *Center Residential – R4

526 Butler St. – STR (High Performing Vacation Rental – Mill Pond Realty Rental Management) *Center Residential – R4

547 Water St. (Condos) *Commercial Zone – Water St East – C2

533 Water St. (Condos/STR) *Commercial Zone – Water St East – C2

Riverside Inn & Café (**505 Water St.**) *Commercial Zone – Water St East – C2

The Grilled Cheese Shack and Basecamp Coffee & Waffles (**505 Water St.**) *Commercial Zone – Water St East – C2

Wicks Park Bar and Grille (**449 Water St.**) *Commercial Zone – Water St East – C2

The Cottage at Wicks Park (**121 Mary St.**) *Commercial Zone – City Center – C1

Judson Heath Colonial Inn (**607 Butler St.**) *Center Residential – R4

547 Butler St. – STR "Butlers Quarters" *Center Residential – R4

525 Butler St. *Center Residential – R4

521 Butler St. *Center Residential – R4

507 Butler St. *Center Residential – R4

The Inn of Saugatuck (**447 Butler St.**) *Center Residential – R4

United States Post Office (**434 Butler St.**) *Commercial Zone – City Center – C1

Voluntary Conditions

- **City and Wickwood Share a Vision:**
  - ✓ **Boutique** Scale
  - ✓ Historic **Preservation**
  - ✓ **Quality** over Quantity
  - ✓ Transition from **Downtown/Waterfront to Residential**

Voluntary Conditions

- C2/WSE Principal Uses **Not** Permitted:
  - ✓ Motion Picture Facilities
  - ✓ Amusement and Recreation Services
  - ✓ Recreational Transportation Facilities
  - ✓ Parking Facilities

Voluntary Conditions

- No **Sidewalk Cafes**
- Limit of **125** attendees at Events.
- Maximum Lot Coverage Reduced from **65%** to **27%**
  - ✓ ***No building expansions permitted.***

Voluntary Conditions

- **R-4/CER** Standards instead of C-2/WSE:
  - ✓ Setbacks
  - ✓ Building Height
  - ✓ Signage
  - ✓ Lighting

Additional Voluntary Conditions

- Wickwood **tried to propose** these to the Planning Commission.
- Doing so would have **delayed the process** into the high season.
- Wickwood would accept these as **Conditions of a Special Use Permit** to re-classify to Hotel(Inn).

Additional Voluntary Conditions

- Prohibit **all** uses that are allowed in C-2/WSE but **not** R-4/CER, except Hotel(Inn).
- Limit Events to **75 attendees.**
- Prohibit **expansion** of Kitchen and/or Dining Room.
- Limit **Dining Hours** to 8 AM to 10 PM.
- Keep some Bed and Breakfast **Limits** in Place:
  - ✓ 2 Adults per Guest Room
  - ✓ No Stays Longer than 14 Days
  - ✓ Noise/Nuisance Limitations

Conclusion

- Wickwood is a **valuable asset** to Saugatuck's tourist industry.
- Wickwood wants to **serve locals**, not just tourists.
- Wickwood wants to stay at an **appropriate scale**.
- Wickwood creates a natural **land use transition**.

Conclusion

- Wickwood is willing to **voluntarily limit** its operations and future expansion.
- Wickwood would need **additional approvals** and is willing to accept **further limitations** during that process.



Thank You for Considering our Request

MCKENNA

MCKENNA

April 28, 2026

City Council
City of Saugatuck
102 Butler Street
Saugatuck, MI 49453

Subject: Proposed Conditional Rezoning of Wickwood Inn

Dear Council Members,

On behalf of Wickwood Inn's application for a Conditional Rezoning from R-4/CER to C-2/WSE, below please find an overview of the proposal and responses to the questions on the application form.

PURPOSE OF REQUEST

Wickwood Inn is proposing to rezone the parcels at 510 Butler Street and 120 Mary Street from R-4/CER to C-2/WSE, and has proposed voluntary conditions in a draft Conditional Rezoning Agreement (which is attached). The purpose of the conditions is to ensure the preservation of the character of the Butler Street corridor, as described in the Tri-Community Master Plan, which is a goal of both Wickwood and the City.

Wickwood is requesting the Conditional Rezoning due to a desire to increase their offerings for their guests, Saugatuck residents, and other visitors to the City. Specifically, they intend to:

- On a reservation-only basis, open their dining room to the public. The operational model would be that reservations would only be opened to the general public if overnight guests do not fill all available spots for a given meal service.
- Host events at the Bed and Breakfast that are consistent in scale with the property's size and layout, without restrictions on whether all of the attendees are overnight guests.
- Serve alcohol as part of their meal service and event operations.

To that end, Wickwood wishes to be rezoned to the C-2/WSE District, in order to then subsequently request Special Use Approval to be re-classified as a **Hotel(Inn).** The rezoning would allow alcohol sales (pending liquor license approval). The other two operational elements would require Special Use Approval from the Planning Commission.

VOLUNTARY CONDITIONS

In order to preserve the character of both the Wickwood site and the broader Butler Street corridor, Wickwood is proposing the following voluntary conditions on the rezoning:

- The following land uses, which would otherwise be permitted by Special Use Permit in the C-2/WSE District, shall not be permitted as principal uses on the property:
    - Motion Picture Facilities

GRAND RAPIDS
124 East Fulton Street
6th Floor, Suite B
Grand Rapids, Michigan 49503
O 616.226.6375
F 248.596.0930
MCKA.COM

  - Amusement and Recreation Services
  - Recreational Transportation Rental Facilities
  - Parking Facilities (as a principal use of land).

- Expanded Outdoor Dining, which is defined in Section 154.092.O.2 as outdoor dining within a public right-of-way, shall not be permitted accessory to Wickwood Inn.

- The maximum number of people attending any special event, or simultaneous special events, shall be 125.

- The maximum lot coverage shall be reduced from 65% to 27%.

- For the purposes of zoning regulations not specifically listed above, the property shall be subject to the provisions of the R-4/CER District. This includes, but is not limited to:

  - Dimensional standards such as setbacks and building heights.
  - Lighting requirements.
  - Signage requirements.

PLANNING COMMISSION RECOMMENDATION

On April 16, the Planning Commission recommended denial of the Conditional Rezoning. However, we respectfully request that the City Council reconsider that position. Wickwood's request is limited in scope by the voluntary conditions and could be limited further by the Special Use Approval. In fact, Wickwood attempted to submit additional voluntary conditions to further limit itself, but was told that doing so would delay a decision on the application.

On the following pages, please find our responses to the application form questions.

APPLICATION FORM QUESTION 1

Please explain how the Conditional Rezoning is consistent with the polices and uses proposed for that area in the city's Master Land Use Plan.

The proposed Conditional Rezoning would expand the C-2/WSE district to the parcels highlighted below.



In the Tri-Community Master Plan that covers the Cities of Saugatuck and Douglas, as well as Saugatuck Township, that area is on the edge of the "Commercial" and "Medium to High Density Single and Multi-Family Residential" categories.

Specifically, on Page 10-5, the Plan states *"Downtown Saugatuck features larger, older homes that contribute to the downtown's charm, many of which have been converted to profitable bed and breakfast establishments*" and, on Page 10-6, *"Downtown Saugatuck will continue to serve as the major center for commercial tourist activities. This should be encouraged. However, the downtown area should not be permitted to expand outside the area presently zoned for downtown commercial use. Appropriate measures should be instituted as necessary to mitigate impacts of the city center on adjoining residential areas."*

The Conditional Rezoning is intended to allow reasonable expansions of the Wickwood Inn operation without threatening the character of the Butler Street corridor, as described in the Master Plan. The restrictions on intensive uses and the retention of R-4/CER site and building design standards will ensure that the historic,

residential character of Butler Street is preserved, while also expanding Saugatuck's hospitality offerings for residents and guests.

The site's location right on the edge of the downtown commercial/mixed use core makes the proposal particularly appropriate as a transitional land use between that core and the more residential blocks to the north.

QUESTION 2

Please explain how all of the uses allowed under the proposed Conditional Rezoning would be compatible with other zones and uses in the surrounding area.

The Conditional Rezoning protects the residential uses to the north and east by prohibiting intensive uses and only expanding the authorized uses on the site to those that can be operated accessory to the existing lodging facility.

Additionally, given the layout of the site, any noticeable increases in activity would likely take place on the Mary Street side of the facility, where the parking entrance is, and where adjacent land uses are more commercial and mixed use in nature.

QUESTION 3

Please explain how public services and facilities would not be significantly adversely impacted by development or use allowed under the requested Conditional Rezoning.

While the operations of Wickwood Inn would expand in nature, the expansion in scale would be minor, and would not increase substantially increase Wickwood's need for public services and facilities.

QUESTION 4

Please explain if the uses allowed under the proposed Conditional Rezoning would be equally or better suited to the area than uses allowed under the current zoning of the land.

Operating a lodging use under the regulations for Bed and Breakfast Establishments ensures that the facility remains quaint and harmonious with residential and historical surroundings, like the area around Wickwood. However, those regulations are also highly limiting on the operations of the facility, which can negatively impact the guest experience. Being able to offer limited public dining experience, as well as events for a broader set of attendees, would allow Wickwood to give its guests a more customizable experience, especially during "shoulder season." This will enhance the economic viability not only of Wickwood itself, but of Downtown Saugatuck more broadly.

Additionally, the creation of a "buffer zone" between C-1/CC and R-4/CER would further protect the historic residential character of the blocks to the north. Wickwood already serves as a transition point between the core downtown and the residential area, and this Conditional Rezoning would allow it to do so for many years into the future.

We look forward to discussing this request with the Planning Commission at any upcoming meeting.

Respectfully Submitted,

McKenna



Christopher Khorey, AICP
Vice President



Kyle Mucha, AICP
Principal Planner

Rezoning / Amendment Application

LOCATION INFORMATION — **APPLICATION NUMBER** ____ - _____

Address 510 Butler Street / 120 Mary Street Parcel Number 57-300-055-00 / 57-300-053-50

APPLICANTS INFORMATION

Name Christopher Khorey (McKenna) AICP Address / PO Box 124 E. Fulton Street, Suite 6B

City Grand Rapids State MI Zip 49503 Phone 248-596-0920

Interest In Project Consulting Planner E-Mail CKhorey@mcka.com

Signature _____ Date 1-23-26

OWNERS INFORMATION (IF DIFFERENT FROM APPLICANTS)

Name Wickwood Inn Address / PO Box 510 Butler Street

City Saugatuck State MI Zip 49453 Phone 269-857-1485

I hereby authorize that the applicant as listed above is authorized to make this application for proposed work as my agent and we agree to conform to all applicable laws and regulations of the City of Saugatuck. I additionally grant City of Saugatuck staff or authorized representatives thereof access to the property to inspect conditions, before, during, and after the proposed work is completed.

Signature _____ Date _____

REQUEST:

Map Amendment X Text Amendment ___

Description of Requested Amendment See attached proposed conditional rezoning agreement.

Rezoning/ Amendment Application

Application # ___-____

STANDARDS FOR APPROVAL PER SECTION 154.176

1. Please explain how the rezoning is consistent with the policies and uses proposed for that area in the city's Master Land Use Plan; See attached

2. Please explain how all of the uses allowed under the proposed rezoning would be compatible with other zones and uses in the surrounding area; See attached

3. Please explain how any public services and facilities would not be significantly adversely impacted by a development or use allowed under the requested rezoning; and See attached

4. Please explain if the uses allowed under the proposed rezoning would be equally or better suited to the area than uses allowed under the current zoning of the land. See attached.

OFFICE USE ONLY:

Application Complete _____ Date _____ Fee Paid _____ Date Paid _____

Notices Sent Paper _____ Resident Notification _____

Notes: _____

MCKENNA

January 23, 2026

Planning Commission
City of Saugatuck
102 Butler Street
Saugatuck, MI 49453

Subject: Proposed Conditional Rezoning – Supporting Materials and Application Form Responses

Dear Commissioners,

In support of Wickwood Inn's application for a Conditional Rezoning from R-4/CER to C-2/WES, below please find an overview of the proposal and responses to the questions on the application form.

PURPOSE OF REQUEST

Wickwood Inn is proposing to rezone the parcels at 510 Butler Street and 120 Mary Street from R-4/CER to C-2/WES, and has proposed voluntary conditions in a draft Conditional Rezoning Agreement (which is attached). The purpose of the conditions is to ensure the preservation of the character of the Butler Street corridor, as described in the Tri-Community Master Plan, which is a goal of both Wickwood and the City.

Wickwood is requesting the Conditional Rezoning due to a desire to increase their offerings for their guests, Saugatuck residents, and other visitors to the City. Specifically, they intend to:

- Serve breakfast, lunch, and dinner from their on-site restaurant, which currently only serves breakfast.
- Open their restaurant to the general public, instead of its current limitation of only serving guests at the inn.
- Host on-site events, such as retreats and weddings.
- Open their gift shop to the general public.

To that end, Wickwood wishes to be rezoned to the C-2/WES District, which allows the following land uses:

- Motel/Motor Courts by Special Land Use
  - *Wickwood wishes to be classified as this land use for zoning purposes and intends to apply for a Special Use Permit if the Conditional Rezoning is approved – see below.*

- Restaurants, which are permitted by right, and are not limited to service to overnight guests, when accessory to Motel/Motor Courts per Section 154.092.B.3.b.

- Retail stores, by right.

- Meeting and/or conference rooms, which are permitted by right when accessory to Motel/Motor Courts, but are limited "exclusively" to guests per Section 154.092.B.3.c. Wickwood has applied for separately to change that wording to "primarily" in order to allow non-guests to attend events alongside overnight guests. That application is under separate cover, with further explanation included.

GRAND RAPIDS
124 East Fulton Street
6th Floor, Suite B
Grand Rapids, Michigan 49503
O 616.226.6375
F 248.596.0930
MCKA.COM

CLASSIFICATION AS MOTEL/MOTOR COURT

While Wickwood has no plans to alter the character of their lodging and will continue to market themselves to the general public as a “Bed and Breakfast”, they wish to seek approval to be classified as a Motel/Motor Court under the Zoning Ordinance. It is acknowledged that a Special Use Permit would be required, subsequent to the Conditional Rezoning, to be granted that classification.

The definition of Motel/Motor Court, from Section 154.005, is as follows:

MOTEL/MOTOR COURT. *A series of attached, semi-detached or detached, furnished, rental units each containing a bedroom, bathroom and closet space in which transient, overnight, lodging or boarding are offered to the public for compensation. The design of a motel is oriented to the public traveling by motor vehicle with individual sleeping rooms typically exiting directly to the outside with patron parking located at or near each room exit. A motel may contain a restaurant, gift and specialty shop, lounge and swimming pool and exercise facilities, provided, these are uses clearly accessory to the motel.*

Wickwood’s current operation, including the previously approved Accessory Guest Units, is consistent with this definition. Therefore, provided that Special Use and Site Plan requirements can be met, it would be appropriate for Wickwood to be considered a Motel/Motor Court, and be subject to those regulations, rather than those for Bed and Breakfast Establishments.

VOLUNTARY CONDITIONS

In order to preserve the character of both the Wickwood site and the broader Butler Street corridor, Wickwood is proposing the following voluntary conditions in the Conditional Rezoning Agreement.

- The following land uses, which would otherwise be permitted by Special Use Permit in the C-2/WES District, shall not be permitted on 510 Butler or 120 Mary. The Conditional Rezoning Agreement includes language ensuring that appropriate facilities for guests are not deemed to be included on this list.
    - Motion Picture Facilities
    - Amusement and Recreation Services
    - Recreational Transportation Rental Facilities
    - Parking Facilities (as a principal use of land).
- Expanded Outdoor Dining, which is defined in Section 154.092.O.2 as outdoor dining within a public right-of-way, shall not be permitted accessory to 510 Butler or 120 Mary.
- The maximum number of people attending any special event, or simultaneous special events, shall be 125.
- For the purposes of zoning regulations not specifically listed in the agreement, 510 Butler and 120 Mary shall be subject to the provisions of the R-4/CER District. This includes, but is not limited to:
    - Dimensional standards such as setbacks and building heights.
    - Landscaping requirements.
    - Lighting requirements.
    - Signage requirements.

Wickwood is willing to consider additional voluntary conditions that do not interfere with their purpose for proposing the Conditional Rezoning, as described above.

APPLICATION FORM QUESTION 1

Please explain how the Conditional Rezoning is consistent with the polices and uses proposed for that area in the city's Master Land Use Plan.

The proposed Conditional Rezoning would expand the C-2/WES district to the parcels highlighted below.



In the Tri-Community Master Plan that covers the Cities of Saugatuck and Douglas, as well as Saugatuck Township, that area is on the edge of the "Commercial" and "Medium to High Density Single and Multi-Family Residential" categories.

Specifically, on Page 10-5, the Plan states *"Downtown Saugatuck features larger, older homes that contribute to the downtown's charm, many of which have been converted to profitable bed and breakfast establishments*" and, on Page 10-6, *"Downtown Saugatuck will continue to serve as the major center for commercial tourist activities. This should be encouraged. However, the downtown area should not be permitted to expand outside the area presently zoned for downtown commercial use. Appropriate measures should be instituted as necessary to mitigate impacts of the city center on adjoining residential areas."*

The Conditional Rezoning is intended to allow reasonable expansions of the Wickwood Inn operation without threatening the character of the Butler Street corridor, as described in the Master Plan. The restrictions on intensive uses and the retention of R-4/CER site and building design standards will ensure that the historic, residential character of Butler Street is preserved, while also expanding Saugatuck's hospitality offerings for residents and guests.

The site's location right on the edge of the downtown commercial/mixed use core makes the proposal particularly appropriate as a transitional land use between that core and the more residential blocks to the north.

QUESTION 2

Please explain how all of the uses allowed under the proposed Conditional Rezoning would be compatible with other zones and uses in the surrounding area.

The Conditional Rezoning protects the residential uses to the north and east by prohibiting intensive uses and only expanding the authorized uses on the site to those that can be operated accessory to the existing lodging facility.

Additionally, given the layout of the site, any noticeable increases in activity would likely take place on the Mary Street side of the facility, where the parking entrance is, and where adjacent land uses are more commercial and mixed use in nature.

QUESTION 3

Please explain how public services and facilities would not be significantly adversely impacted by development or use allowed under the requested Conditional Rezoning.

While the operations of Wickwood Inn would expand in nature, the expansion in scale would be minor, and would not increase substantially increase Wickwood's need for public services and facilities.

QUESTION 4

Please explain if the uses allowed under the proposed Conditional Rezoning would be equally or better suited to the area than uses allowed under the current zoning of the land.

Operating a lodging use under the regulations for Bed and Breakfast Establishments ensures that the facility remains quaint and harmonious with residential and historical surroundings, like the area around Wickwood. However, those regulations are also highly limiting on the operations of the facility, which can negatively impact the guest experience. Being able to offer full service dining and retail, as well as special events, would allow Wickwood to give its guests a broader and more customizable experience. This will enhance the economic viability not only of Wickwood itself, but of Downtown Saugatuck more broadly.

Additionally, the creation of a "buffer zone" between C-1/CC and R-4/CER would further protect the historic residential character of the blocks to the north. Wickwood already serves as a transition point between the core downtown and the residential area, and this Conditional Rezoning would allow it to do so for many years into the future.

We look forward to discussing this request with the Planning Commission at any upcoming meeting.

Respectfully Submitted,

McKenna



Christopher Khorey, AICP
Vice President

DRAFT Conditional Rezoning Agreement

Parcel: 510 Butler Street and 120 Mary Street (Parcels 57-300-055-00 and 57-300-053-50)

Property Owner: 510 Butler St LLC

Current Zoning: R-4/CER City Center Traditional Residential

Proposed Zoning: C-2/WSE Water Street East with Conditions

The City of Saugatuck and 510 Butler St LLC, Property Owner of the parcels at 510 Butler Street and 120 Mary Street agree to the following:

1) The Parcels at 510 Butler Street and 120 Mary Street shall be rezoned from R-4/CER City Center Traditional Residential to C-2 WSE Water Street East, with the following conditions:

    a) The permitted uses on the Parcel shall be the following:

        a. The permitted uses in the C-2/WSE District, as listed in Section 154.039.B of the Zoning Ordinance. No other uses shall be considered permitted by right on the subject properties.

    b) The uses permissible by Special Use Approval on the Parcel shall be the following:

        a. The uses permissible by Special Use Approval in the C-2/WES Water Street East district, as listed in Section 154.039.C, except for the following, which shall be prohibited on the parcels:

            i. Motion Picture Facilities

            ii. Amusement and Recreational Services.

                1. This provision shall not be deemed to prohibit in-room entertainment at a Bed and Breakfast, nor shall be it be deemed to prohibit games and activities for guests of a Bed and Breakfast located within common spaces, provided those games and activities do not generate noise or other impacts discernable on neighboring properties.

            iii. Recreational Transportation Rental Facilities.

            iv. Parking Facilities.

                1. This provision shall be understood to mean parking facilities as the principal use of land. Parking accessory to permitted and/or approved uses shall not be prohibited.

v. Domestic Business Repairs.

c) Outdoor dining shall be permitted on the subject parcels, accessory to any approved restaurant, provided that the standards of Section 154.092.O.1 are met. Expanded Outdoor Dining on public rights-of-way, as described in Section 154.092.O.2 shall not be permitted and shall not be considered an approvable Special Use for the subject parcels.

d) Special events may take place on the premises, consistent with any regulations on such events in the C-2/WSE District adopted by the City. However, the maximum number of total guests at any special event, or simultaneous special events, shall not exceed 125 people.

e) The parcels shall be considered to be zoned within the C-2/WSE Water Street East District for the purposes of Section 154.131, and shall be exempt from off-street parking requirements, except when the Planning Commission determines that off-street parking is necessary under Section 154.131.B.

f) The parcels shall be considered to be zoned within the C-2/WSE Water Street East District for the purposes of Section 154.049 regarding approval of the sale of alcoholic beverages.

g) For all aspects of the Zoning Ordinance not listed above, the standards of the C-2/WSE District shall apply to the Parcel. This shall include, but not be limited to:

a. Dimensional standards, such as setbacks and building heights.

b. Landscaping Requirements.

c. Lighting Requirements.

d. Signage Requirements.

2) In the event that <u>any</u> of the following occur, this agreement shall be void and the City shall have the right to rezone the Parcel to the R-4/CER zoning district, or any other district deemed appropriate by the City Council:

a) The Parcel is used for a use that is not permitted under this agreement.

b) The use on the Parcel is determined to be out of compliance with any standards of this agreement, conditions of any applicable Special Use Approvals, or any applicable standards in the Zoning Ordinance.

c) The Property Owner submits a statement, in writing, to the City Council, voluntarily voiding this agreement.

3) The City and Property Owner further agree to the following:

a) All existing zoning approvals, including Special Use Permits, applicable to the site shall remain in force, and shall not be considered altered by this agreement. However, this agreement does not constitute any new zoning permit or any approval for any specific use under the Zoning Ordinance not previously authorized on the parcels. The Property Owner must obtain all required approvals, including Site Plan Approvals, Variances (if any), and/or Special Parcel Use permits (if any), prior to constructing any improvements on the Parcel and/or beginning operations of any uses not previously approved by the City.

b) The conditional rezoning was proposed by the Applicant to induce the City to grant the rezoning, and that the City relied upon such proposal and would not have granted the rezoning but for the terms in the conditional rezoning agreement.

c) The conditions and conditional rezoning agreement are authorized by all applicable state and federal laws and constitutions, and that the conditional rezoning agreement is valid and was entered into on a voluntary basis, representing a permissible exercise of authority by the City.

d) As long as this agreement is in force, the Parcel in question shall not be developed or used in a manner that is inconsistent with this conditional rezoning agreement.

e) Until voided by an action described above, the approval and conditional rezoning agreement shall be binding on and inure to the benefit of the Property Owner and the City, and their respective heirs, successors, assigns, and transferees in perpetuity.

f) If the conditional zoning becomes void as described above, no development shall be undertaken or permits for development issued until a new zoning district classification of the Parcel has been established by resolution of the City Council.

g) Each of the requirements and conditions in the conditional rezoning agreement represents a necessary and reasonable measure which, when considered with all other conditions and requirements, is roughly proportional to the increased impact created by the use represented in the approved conditional rezoning, taking into consideration the changed zoning district classification and the specific use authorization granted.

Signed:

_____	_____
Representative	*Representative*
Title	*Title*
City of Saugatuck	510 Butler St LLC
Date:_____	Date:_____

Fahey Schultz
Burzych Rhodes

ATTORNEYS AT LAW
4151 OKEMOS ROAD
OKEMOS, MI 48864 USA

FSBRLAW.COM
TEL: 517.381.0100
FAX: 517.381.5051

MEMORANDUM

TO: City Council for the City of Saugatuck

FROM: Trent Cunningham (tcunningham@fsbrlaw.com)

DATE: April 27, 2026

RE: Sign Regulations: New Scheme vs. Old Scheme

The Planning Commission has been considering amendments to the City's current sign regulations to align those provisions with recent constitutional precedent from the Supreme Court that effectively prohibits content-based sign regulations. The City's current sign regulations contain many potentially content-based regulations. Over several meetings, the Planning Commission crafted a draft amendment that removes all content-based regulations and implements a content-neutral regulatory scheme for signs.

The City Council previously provided feedback on the proposed sign amendment, and that feedback has been incorporated into this new draft. Generally, the permitting requirements have been reduced (which reduces the administrative burden) and the ability to display signs has been increased.

To summarize, this new draft reduces the permitting requirements for murals, simplifies the regulations pertaining to temporary yard signs to allow both residential and non-residential properties to display the same amount of temporary yard signage, removes the distinction between on-premises and off-premises signs, clarifies the definition of "Residential Property" and "Non-Residential Property," adds an exception to allow properties hosting a garage sale to place temporary signs in the right-of-way (without a permit), and authorizes the Zoning Administrator to approve signs in the right-of-way instead of the City Council (unless the Zoning Administrator refers the particular application to City Council).

The following table is meant to show a comparison between the allowable signage under the new proposed sign regulations and the allowable signage under the current sign regulations. Note that these tables do not address every possible sign that is allowed under the regulatory scheme. Rather, these tables are meant to illustrate the main categories of allowable signage to illustrate the relevant distinctions.

Allowable Signage for Residential Dwelling Unit		
Sign Type	**New Regulations**	**Old Regulations**
Flags	• Allows any number of flags as long as total square footage does not exceed 48 square feet. • Individual flags cannot exceed 24 square feet • Must be on temporary or permanent flagpole • No permit	• Maximum of 24 square feet • Bottom of flag must be 7 feet off ground • Flags can be "official governmental flags," "educational institution, "sports teams," or "other decorative flags"
Temporary Yard Sign	• Up to 48 square feet of total • Individual signs must be 6 square feet or smaller. • Not illuminated • No permit	• Construction Sign: 1 sign per frontage; 32 square feet • Real Estate Sign: 1 sign per frontage; 6 square feet; no permit • Rental Sign: 1 sign per rental; 4 square feet; no permit • Election Sign: 4 square feet each; no maximum; no permit • Opinion Sign: 4 square feet; 6 feet max height; no permit
Attached Sign	• Up to 4 attached signs • Cannot exceed 2 square feet each • No permit	• 1 sign • Up to 2 square feet • Listing the name of the structure, the occupants, street address, or other non-commercial message • No permit
Murals	• Must receive approval from HDC (if located in Historical District) • Must have noncommercial message • No permit	• Definition: A work of art applied to or made integral with a wall surface. • No applicable regulations
Garage Sale Sign	• Up to 4 temporary yard signs • Max of 6 square feet each • May be displayed in the right-of-way adjacent to an intersection so long as there is only one (1) sign per intersection • Only displayed during duration of garage sale • No permit	• Up to 3 signs • Maximum of 2 square feet each • Only allowed 48 hours before and must be removed 24 hours after the sale. • No permit

Allowable Signage for Non-Residential Property (e.g., Businesses)		
Sign Type	**New Regulations**	**Old Regulations**
Flags	• Allows any number of flags as long as not distracting to motorists • Must be on temporary or permanent flagpole • No permit	• Maximum of 24 square feet • Bottom of flag must be 7 feet off ground • Only allows "official governmental flags"; No permit
Temporary Yard Sign	• Up to 48 square feet of total • Individual signs must be 6 square feet or smaller. • Not illuminated • No permit	• Construction Sign: 1 sign per frontage; 32 square feet • Real Estate Sign: 1 sign per frontage; 6 square feet; no permit • Rental Sign: 1 sign per rental; 4 square feet; no permit • Garage Sale Sign: 3 signs; 2 square feet; no permit • Election Sign: 4 square feet each; no maximum; no permit • Opinion Sign: 4 square feet; 6 feet max height; no permit
Attached Sign (No Permit)	• Up to 4 attached signs • Cannot exceed 2 square feet each • No permit	• Up to 2 wall signs • Not to exceed 0.75 square feet per linear foot of building frontage • Permit required
Murals	• Must receive approval from HDC (if located in Historical District) • Must have noncommercial message • No permit	• Definition: A work of art applied to or made integral with a wall surface. • No applicable regulations
Freestanding Sign (Residential Zoning District)	• 1 freestanding sign • Formula for calculating allowable square footage to maximum of 16 square feet (if in residential district) or 32 square feet (if in non-residential district) • Maximum height of 6 feet • 5 foot setback • At least 25 feet from another freestanding sign • Permit required	• One sign per frontage • Formula for calculating allowable square footage to maximum of 32 square feet. • Maximum height of 12 feet • 5 foot setback • At least 25 feet from another freestanding sign • Permit required
Attached Sign	• Up to 2 wall signs • Not to exceed 0.75 square feet per linear foot of building frontage • Permit required	• Up to 2 wall signs • Not to exceed 0.75 square feet per linear foot of building frontage • Permit required
Banner	• Up to 1 banner • Maximum of 16 square feet • Displayed no more than 3, 14-day periods during any calendar year • Not illuminated; permit required	• Up to 1 banner • Maximum of 16 square feet • Displayed no more than 3, 14-day periods during calendar year • Not illuminated; permit required
Sandwich Board	• Maximum of 6 square feet • Maximum height of 42 inches • A 5 foot unobstructed space must be maintained on the sidewalk at all times • Only requires permit if located within right-of-way	• Maximum of 6 square feet • Maximum height of 42 inches • Not obstruction to pedestrian traffic • Permit required (and ROW permit if applicable)

CITY OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN

ZONING ORDINANCE AMENDMENT

ORDINANCE NO.260511-A

At a meeting of the City Council of the City of Saugatuck, Allegan County, Michigan, held at the City of Saugatuck Hall on _____, 2025 at _____ p.m., City Council Member _____moved to adopt the following ordinance, which motion was seconded by City Council Member _____.

An ordinance to amend the City of Saugatuck's Zoning Ordinance to update signage regulations to regulate signs in a content-neutral manner, and to promote the public health, safety, and welfare of the residents and visitors of the City of Saugatuck.

CITY OF SAUGATUCK, ALLEGAN COUNTY, ORDAINS:

SECTION 1. AMENDMENT TO ZONING ORDINANCE, SECTION 154.140: The City of Saugatuck Zoning Ordinance, Section 154.140 is amended to revise the regulations and definitions applicable to signage within the City. Section 154.140 shall now read as follows:

(A) Purpose. The purpose of this Section is to regulate signs within the City of Saugatuck (the "City") in a content-neutral manner to protect the health, safety and general welfare, to protect property values, and to protect the character of the various neighborhoods in the City. This Section intends to make the City attractive to residents, visitors, commercial, and professional businesses while maintaining a sustainable economy through an appropriate signage program. The elements of this program will:

(1) Recognize that the proliferation of signs is unduly distracting to motorists and nonmotorized travelers, reduces the effectiveness of signs directing and warning the public, causes confusion, reduces desired uniform traffic flow, and creates potential for accidents.

(2) Prevent signs that are potentially dangerous to the public due to structural deficiencies or disrepair.

(3) Enable the public to locate goods, services, and facilities without excessive difficulty and confusion by restricting the placement of signs.

(4) Prevent placement of signs which will conceal or obscure signs of adjacent uses.

(5) Preserve and improve the aesthetics and character of the City by encouraging signs of consistent size which are compatible with and complementary to related buildings and uses, and harmonious with their surroundings.

(6) Provide regulations that focus on the time, place, manner, and physical characteristics of signs, but not the content of signs in accordance with the First Amendment of the United States Constitution.

(B) Definitions. For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ABANDONED SIGN. A sign that has been determined to be "abandoned" for a period of thirty (30) days or longer as determined by the Zoning Administrator. The following conditions may be considered by the Zoning Administrator to determine whether a sign has been abandoned:

(1) Whether the sign displays advertising for a product or service which is no longer available.

(2) Whether the sign displays advertising for a business which is no longer licensed.

(3) Whether the sign is in disrepair as determined by the Zoning Administrator, including but not limited to, signs that are missing portions of the display, have chipped or dilapidated paint or other components, or have structural components that have fallen into disrepair.

(4) Whether the sign advertises a business that is no longer doing business on the parcel where the sign is located, if the business was originally located on that parcel.

(5) Whether the purpose of the sign has lapsed.

(6) Whether the sign has historical significance for the City as determined by the Zoning Administrator.

(7) Whether there are plans to repair the sign, including adding a new display or transitioning to a different display, or to repair any structural damage or disrepair.

BANNER. A temporary flexible sign directly mounted to a building, or a support on a building, or between two poles made of natural or synthetic material, not including flags as defined in this section.

BILLBOARD. Any free-standing permanent sign on a parcel of land which does not include another principal structure.

DARK-SKY FRIENDLY. Lighting designed to minimize light pollution by directing light downward. Dark sky compliant fixtures are fully shielded, energy-efficient, and use appropriate colors (such as warm colors designed to minimize short-wavelength light) to reduce glare and skyglow.

FEATHER FLAG SIGN, WINDFEATHER SIGN. A flexible sign made of natural or synthetic material typically fastened on one long side to a flexible or non-flexible pole mounted on the ground, intended to move with the wind, not including flags as defined in this section.

FLAG. A piece of fabric that is hung from a pole, a bracket, or attached to the side of a building.

FLAGPOLE, PERMANENT. A freestanding pole permanently mounted with a foundation on the ground and used for the sole purpose of displaying a flag or flags.

FLAGPOLE, TEMPORARY. A temporary pole that can be mounted on a structure or building, or affixed or driven into the ground, for the sole purpose of displaying a flag.

ILLUMINATED SIGN. Any sign that is illuminated by any light source other than non-reflected natural daylight.

(1) ***EXTERNALLY ILLUMINATED SIGN.*** A sign that is illuminated by an external source, which reflects light off the surface of a sign face.
(2) ***INTERNALLY ILLUMINATED SIGN***. A sign with internal electronic circuitry emitting light through the sign face.
(3) ***NEON SIGNS.*** A sign illuminated by luminous gas-discharge tubes containing rarefied neon or other gases (such as helium, argon, krypton, xenon, or mercury vapor) that produce a visible ambient light when connected to an electric current, or by similar electronic technologies, such as light-emitting diodes (LEDs), designed to create a static ambient light display.

MURAL. A permanent noncommercial work of art applied to or made integral with a wall or structure. A mural shall not include any signs with words, letters, characters, or numbers intended to identify a business.

NON-RESIDENTIAL PROPERTY. Any use of property or a portion of a property that is not a "residential property," as defined herein. The common areas of a multi-family dwelling unit (such as an apartment complex) or a housing development with multiple dwelling units shall be considered non-residential for purposes of allowable signage. In the case of a mixed use property, the non-residential portions shall be entitled to the allowable signage for non-residential properties, whereas any residential dwelling units within the mixed use property shall each be categorized as residential property for purposes of this Section.

PENNANT. Any lightweight plastic, fabric, or other material, suspended from a rope, wire, or string, usually in series, designed to move in the wind.

PERMANENT SIGN. Any sign constructed of durable materials, secured on a structure or property, and intended to exist for the duration of time that the use or occupant is located on the premises.

PORTABLE SIGNS. Except for signage falling under another definition herein, any sign designed to be moved easily and not permanently or temporarily attached to the ground or other structure, including but not limited to: flashing A-frames, searchlights, beacons, balloons, umbrellas, trailers, wheeled or non-wheeled carts, or signs leaning against parked vehicles.

RESIDENTIAL PROPERTY. Any dwelling unit and the real property on which it is located, not including bed and breakfasts, inns, hotels, the common areas of a multiple family dwelling, or the portions of a mixed use property that are not used as a dwelling unit. For purposes of this Section, each dwelling unit on a particular property, except an accessory dwelling unit, is entitled to its own sign allowance as set forth herein. For example, a two-family dwelling would contain

two dwelling units, and each dwelling unit could display the allowable amount of signage as set forth herein.

SANDWICH BOARD SIGN. A temporary freestanding sign constructed in such a manner as to form an "A" or a tent-like shape, hinged or not hinged at the top, each angular face held at an appropriate distance by a supporting member.

SIGN. Any words, lettering, parts of letters, figures, numerals, phrases, sentences, emblems, devices, designs, trademarks, logos or pictures, or combination thereof, intended to be used to attract attention to or convey information about a person, place, business, firm, profession, or association.

SIGN AREA. The smallest area within a three- or four-sided polygon or circle enclosing the display surface of the sign including all letters, characters, and delineations that differentiate it from the background against which it is placed. ***SIGN AREA*** shall not include the structural supports for free standing signs. Where a sign has two faces, placed back-to-back, and are of equal size, the area of the two faces shall be considered as one face. If the two back-to-back faces are of unequal size, the larger of the two sign faces shall be counted as the sign area.

SIGN, ATTACHED. A permanent sign which is attached to the wall or window of a building, including:

(1) ***CANOPY/AWNING SIGN.*** A fabric canopy or awning with all or any part used as a sign.

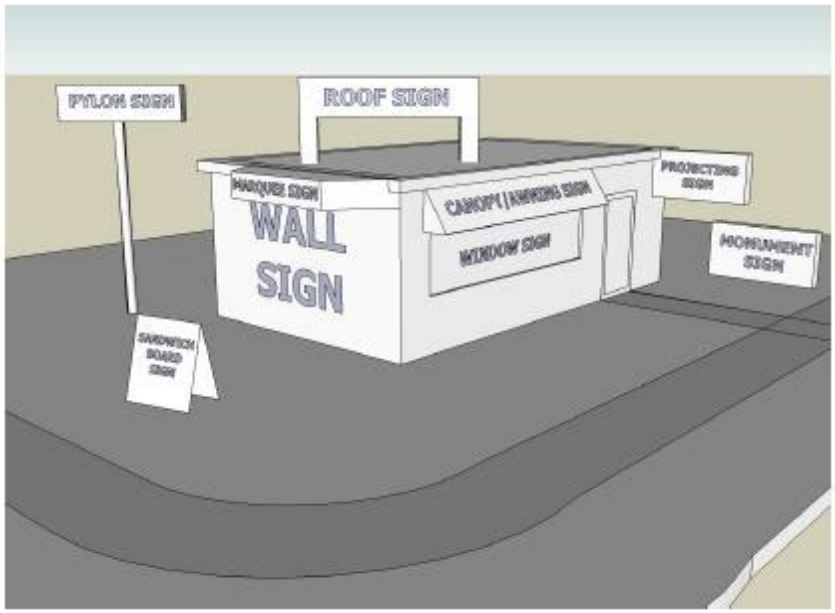
(2) ***PROJECTING SIGN.*** A double-faced sign attached at an angle or perpendicular to the wall of a building.

(3) ***ROOF SIGN.*** Any sign erected and constructed wholly on or over the roof of a building, supported by the roof structure.

(4) **W*ALL SIGN.*** Any sign that is attached parallel to the wall. Wall sign does not include "murals," as defined herein.

(5) ***WINDOW SIGN.*** A sign attached directly to the interior or exterior surface of a glass window or door, also including any sign that is installed inside of a building within two (2') feet of the window that is legible from outside of the building.

(6) ***MARQUEE SIGN.*** A changeable message sign attached to a building.



SIGN, FREESTANDING. A permanent sign which is not attached to a building or any other structure and is set permanently in the ground with posts or base.

(1) ***PYLON SIGN.*** A freestanding sign affixed permanently in the ground and supported by a single or double post(s).

(2) ***MONUMENT SIGN.*** A freestanding sign affixed directly to a masonry or other base without a support post.

TEMPORARY YARD SIGN. Any sign that is not constructed or intended for long term use or is not permanently attached to a building, window, or structure. A temporary yard sign is often double-faced and supported by metal legs or wooden post(s) anchored into a lawn or landscaped area with no permanent foundation. The sign face is typically made from lightweight materials such as corrugated plastic, cardboard, or wood, making it easy to install and remove.

(C) Regulation of sign requirements. All signs shall be subject to the following regulations to be enforced by the Zoning Administrator, unless otherwise provided in this chapter.

(D) Sign permit procedure. Except as provided herein, a sign permit shall be obtained from the Zoning Administrator prior to installation of any sign. All applications for approval of proposed signs shall indicate size, type, materials, structural supporting devices, and type of illumination (if any). A scale drawing of the proposed sign shall be provided with all applications. If the application is made by the building tenant, the same must have written permission for the proposed sign from the building owner. Sign approval shall be valid for a period of one year. If the approved sign is not installed within that period, a new application must be submitted.

(E) General Standards:

(1) *Illuminated Signs*. The illumination of permanent signs shall be limited to the following:

(a) Internally illuminated signs shall be designed so that the light source is:

1. Ambient and static so as to not include flashing, blinking, or changes in brightness intensity; and

2. Not causing a distraction to motorists or otherwise causing a visual nuisance; and

3. Dark-sky friendly.

(b) Externally illuminated signs shall be designed so that the light source is:

1. of low intensity with effective provisions made to minimize spillover of light beyond the actual sign face; and

2. enclosed and directed to prevent light from shining directly onto the public right-of-way or neighboring property.

3. Dark-sky friendly.

(c) Neon signs are allowed on non-residential properties in non-residential zoning districts as window signs and are limited to twelve (12) square feet in size. Neon signs are limited to ambient light and do not include flashing, blinking, or changes in brightness intensity.

(2) *Historic district*. Permanent signs located within the historic district shall require approval from the Historic District Commission before installation.

(3) *Compliance with building codes*. All signs shall comply with the building and electrical codes of the city. Underground wiring shall be required for all illuminated signs, or signs requiring electrical connections which are not attached to a building.

(4) *Sign Maintenance and Abandonment*. All signs shall be properly maintained in good condition. A sign that has fallen into disrepair or has become an abandoned sign as determined by the Zoning Administrator must be repaired, properly maintained, or removed within thirty (30) days of notice being sent informing the owner of the noncompliant sign conditions. For purposes of this section, repairing or properly maintaining an abandoned sign may require repairs or improvements to the underlying sign structure or the sign display or both. Failure to remove or repair an abandoned sign shall be considered a violation of this Ordinance.

(F) Prohibited Signs. The following signs are prohibited in all zoning districts as they have a tendency to be distracting to motorists or otherwise negatively impact the public health, safety, and welfare within the City:

(1) Any sign not expressly permitted.

(2) Billboards.

(3) Signs within a public right-of-way except as authorized herein.

(4) Pennants, feather flag signs, windfeather signs, and portable signs.

(5) Signs that create a traffic vision obstruction.

(6) Any sign which revolves or has any visible moving parts, visible revolving parts or visible mechanical movement of any type, or other apparent visible movement achieved by electrical, electronic, or mechanical means.

(7) Any sign that obstructs free and clear vision; or at any location whereby reason of the position, shape or color, it may interfere with, obstruct the view of or be confused with any authorized traffic sign, signal or device.

(8) Any sign that includes flashing, blinking, moving illumination, or illumination that changes color or intensity.

(9) Any sign that projects into any air space so as to interfere with public safety, including vehicular or pedestrian movement.

(G) Signs Permitted in All Districts

The following signs do not require a permit and are permitted in all Zoning Districts within the City, subject to the following requirements and limitations:

(1) *Flags*:

(a) For residential properties, any number of flags so long as each individual flag does not exceed twenty-four (24) square feet and the total square footage of all flags does not exceed forty-eight (48) square feet.

(b) For non-residential properties, any number of flags may be displayed provided that the flags are not distracting to motorists or otherwise negatively impacting the public health, safety, and welfare within the City

(c) Flags shall not cause an unreasonable obstruction to pedestrian traffic, vehicular traffic, or to the public right-of-way. Whether an obstruction is unreasonable

shall be determined by the Zoning Administrator based on the degree of the obstruction, the location of the obstruction, the degree of pedestrian or vehicular traffic, and any other relevant factor.

(d) For all flags, any illumination shall comply with the illumination requirements in Section 154.140(E)(1)

(e) All flags shall be displayed on permanent or temporary flagpoles.

(f) Temporary flagpoles are limited to six (6) feet in length.

(g) All permanent flagpoles must receive a zoning permit from the Zoning Administrator prior to installation. Applications shall specify the proposed location, setback, and height of the permanent flagpole as well as any additional information requested by the City to determine compliance with the City Code. Permanent flagpoles shall not exceed a height of twenty-five (25) feet or the maximum height of structures within the underlying zoning district, whichever is less. Flagpoles must be setback at least ten (10) feet from all property lines. No more than one (1) permanent flagpole is permitted per lot.

(2) *Temporary Yard Sign:*

(a) Each non-residential property and each residential property may display temporary yard signs so long as each individual sign does not exceed six (6) square feet and the total of all temporary yard signs does not exceed forty-eight (48) square feet.

(b) Except as provided herein, all temporary yard signs must be located entirely on private property and shall not be erected or attached to a tree, utility pole, rock, or similar feature.

(c) Temporary yard signs shall not be illuminated.

(3) Except as otherwise provided herein, each non-residential property or each residential property may display up to four (4) attached signs not to exceed two (2) square feet each.

(4) Attached signs located on boat docks, not to exceed twelve (12) square feet, that are attached to the dock.

(5) Signs that comply with Section 154.022(K)(5).

(6) Government-Installed signs or any sign required by law, or by regulation or administrative rule of a governmental entity, having appropriate jurisdiction.

(7) For residential properties having a garage sale, up to four (4) temporary yard signs not exceeding six (6) square feet each may be displayed in the right-of-way adjacent to an intersection without a permit so long as there is only one (1) sign per intersection. These signs shall only be displayed during the duration of the garage sale.

(8) *Murals*. Any non-residential property or residential property may install a mural. While a zoning permit is not required, if a proposed mural will be located within the City's Historical District, the proposed mural must receive approval from the City's Historical District Commission.

(H) Signs in Residential Zoning Districts:

Unless otherwise provided in this Ordinance, the following signs shall be permitted in all residential Zoning Districts (R-1, R-2, and R-4 Zoning Districts) within the City, subject to the following restrictions and a sign permit being approved by the Zoning Administrator:

(1) *Freestanding sign*. For non-residential properties one (1) freestanding sign subject to the following requirements:

(a) The area of the freestanding sign cannot exceed 50% of the allowable area for a freestanding sign in a non-residential zoning district under Section 154.140(I)(1).

(b) The height of the freestanding sign cannot exceed 50% of the allowable area for a freestanding sign in a non-residential zoning district under Section 154.140(I)(1).

(c) Freestanding signs shall be located at least 5 feet from any property line.

(d) Freestanding signs shall be located at least 25 feet from any other freestanding sign.

(e) Freestanding signs shall be placed in a manner as to not create a traffic vision obstruction.

(f) The freestanding sign may only be illuminated via external illumination between the hours of 7:00 AM and 10:00 PM, so long as the external illumination complies with the requirements of this Ordinance.

(2) *Attached sign*. For non-residential properties, one (1) attached sign that complies with the requirements in Section 154.140(I)(2) for attached signs in non-residential zoning districts.

(3) *Banner.* For non-residential properties, one (1) banner that complies with the requirements in Section 154.140(I)(3) for banners in non-residential zoning districts.

(I) Signs in All Non-Residential Zoning Districts:

Unless otherwise provided in this Ordinance, the following signs shall be permitted for all non-residential properties in all non-residential Zoning Districts (including any district except for the R-1, R-2, and R-4 Zoning Districts) within the City, subject to the following restrictions and a sign permit being approved by the Zoning Administrator:

(1) *Freestanding Signs*. Non-residential properties are permitted to have one freestanding sign per frontage. Said sign shall meet the following requirements:

(a) Total area of all freestanding signs for each lot shall not exceed 0.25 square feet per linear foot of property frontage on a public or private road up to 32 square feet.

(b) Freestanding signs shall not exceed 12 feet in height from the grade of the sidewalk to the upper most point of the sign. If no sidewalk is present, then the measurement shall be taken to the grade of the nearest public or private road.

(c) Freestanding signs shall be located at least 5 feet from any property line.

(d) Freestanding signs shall be located at least 25 feet from any other freestanding sign.

(e) Freestanding signs shall be placed in a manner as to not create a traffic vision obstruction.

(2) *Attached Signs*. Each non-residential property is permitted to have up to two wall signs per building frontage. Attached signs as defined in this chapter shall meet the following requirements:

(a) The total area of all attached signage associated with a non-residential property shall not exceed 0.75 square feet per linear foot of building frontage. The maximum area of any sign visible from more than one street shall not exceed 0.75 square feet per linear foot of the largest building frontage and shall count as the signage for that frontage. If the building contains more than one business, then the frontage shall be limited to the building frontage of the tenant space facing a public street or primary entrance.

(b) Projecting and canopy signs shall be located such that there is a clear area of no less than seven feet below the lowest part of the sign and the sidewalk or ground surface below the sign and shall not project more than four feet from the building face to which it is attached.

(c) No attached sign shall be permitted to extend above the roofline of the building to which it is attached.

(d) No projecting or canopy sign shall be within 10 feet of another projecting or canopy sign.

(e) Signs carved into stone, concrete, or similar material, or made of bronze, aluminum, or other noncombustible material, provided such signs do not exceed 10 square feet in area and are an integral part of the structure.

(3) *Banners*. Each non-residential property shall be permitted to display one banner at a time, and said banner shall meet the following requirements:

(a) The banner shall be no larger than 16 square feet in area.

(b) The banner shall be located entirely on private property.

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

(d) The banner shall not be illuminated.

(4) *Sandwich boards*. Each non-residential property shall be permitted to have one sandwich board subject to the following conditions:

(a) A sandwich board sign displayed entirely on private non-residential property does not require a zoning permit. A sandwich board sign displayed within a right-of-way requires a permit as set forth herein.

(b) The sandwich board shall not have an area greater than 6 square feet.

(c) The sandwich board may be located within the public right-of-way pursuant to a permit but shall not be placed in a manner that may obstruct the general flow of pedestrian traffic or in a manner that causes a vision obstruction. A five foot (5') unobstructed space must be maintained on the sidewalk at all times to prevent pedestrian traffic obstruction. A right-of-way permit for a sandwich board sign does not require annual approval if the sign is placed in the same location, for the same duration, as was previously approved.

(d) The sandwich board shall not be greater than 42 inches in height from grade.

(e) The sandwich board shall only be displayed when the business is open.

(f) The sandwich board shall not be illuminated.

(g) Unless approved by the City to allow a sandwich board sign to be displayed elsewhere in the City, the sandwich board shall not extend past the building frontage of the underlying non-residential property.

(J) Existing Non-Conforming Signs:

(1) The intent of this section is to permit the continuance of a lawful use of any sign existing at the time of the effective date of this section, although the sign or supporting structure may not conform with the provisions of this section. Further, it is the intent that non-conforming signs and structures be gradually eliminated upon their natural deterioration.

a. Every permanent legally existing sign which does not conform to the height, size, area, or location requirements of this subchapter as of the date of the adoption of this section, is hereby deemed to be non-conforming.

b. Alteration, erection, replacement, or enlargement of signs. No person, firm, corporation, partnership, or other legal entity shall alter, replace, or enlarge the faces, supports, or other parts of existing non-conforming signs except in accordance with this section. Non-conforming signs, however, may be repaired, repainted, or otherwise maintained.

(2) *Accidental destruction of Non-Conforming Sign*:

a. If a non-conforming sign is destroyed, it may be replaced, provided that it is not enlarged in size or dimension. If the sign is located in the public right-of-way, the sign may not be replaced without the approval of the Zoning Board of Appeals for a sign permit.

b. For the purpose of this section, a non-conforming sign is destroyed if damaged to an extent that the cost of repairing it to its former state or replacing it with an equivalent sign equals or exceeds the value of the damaged sign prior to the damage.

(3) A non-conforming sign may be diminished in size or dimension, or the copy of the sign amended or changed without jeopardizing the privilege of non-conforming.

(4) *Permanent signs in the public right-of-way or in city parks*:

a. All existing non-conforming signs, supports, and structures located in the public right-of- way may continue to occupy the right-of-way until such time that they are accidentally destroyed, removed, or become non-functional. These signs shall not be replaced without approval of the Planning Commission for a sign

permit, the City Council for a revocable license, and the Historic District Commission if located in the Historic District.

(K) Administration and enforcement:

(1) *Revocation of permit*. The Zoning Administrator shall have the authority to revoke any permit issued pursuant to this section if the requirements of the permit and the provisions of this section are being violated, and in such case shall have the power to issue a stop-work order.

(L) Permitting Signs in the Right-of-Way:

(1) Except as otherwise provided herein, any sign that will be placed in the right-of-way, such as on City sidewalks, must receive a right-of-way permit from the Zoning Administrator. The Zoning Administrator, according to his or her sole discretion, may refer a permit application and decision as to whether to grant or deny the permit to the City Council. For purposes of this requirement, a sign placed in the right-of-way shall include any sign that is located within the right-of-way, but shall not include signs hanging or dangling above the right-of-way, such as flags.

(2) Any sign placed in the right-of-way must be related to the applicant's property or a consenting landowner's property in one of the following ways:

a. The proposed sign is to be placed in the right-of-way directly adjacent to the applicant's property; or

b. The proposed sign is to be placed in the right-of-way directly adjacent to a consenting landowner's property, and the applicant must provide proof to the Zoning Administrator in writing that the consenting landowner has consented to the placement of the sign in the right-of-way.

(3) Permit applications must include:

a. Name, address, and contact information for the application;

b. A description of the proposed sign, including the size of the sign, any illumination on the sign, and whether the sign will be affixed to or temporarily placed in the right-of-way;

c. The duration that the sign will be displayed, if applicable;

d. Payment of permit fees as set by the City; and

e. Proof of consent from a consenting landowner, if applicable

f. Any additional information requested by the City.

(4) Permit applications shall be submitted to the Zoning Administrator, who shall review the application for completeness and may request additional information from the applicant to assist in reviewing the application.

(5) Permit applications shall be assessed by the Zoning Administrator based upon the following criteria:

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

b. Whether the installation aligns with the surrounding area and provides an aesthetic benefit to the community;

c. The ease and cost of removal of the installation;

d. The proposed size of the installation, including height and width

e. The material of the installation (e.g. plastic, wood, metal, fabric/cloth, etc.); and

f. Review, comment, and recommendations of City staff.

(6) Within a reasonable amount of time after receipt of a complete application, the Zoning Administrator shall approve, deny, or approve with conditions the permit application. An issued permit may be revoked by the Zoning Administrator if the applicant fails to abide by the conditions set forth in the permit or fails to maintain the installation. A permit may be automatically revoked if the installation fails to comply with the requirements in this Ordinance, causes or inflicts unreasonable harm on persons or property, or otherwise causes an unreasonable obstruction to the right-of-way.

SECTION 2. AMENDMENT TO ZONING ORDINANCE, SECTION 154.141: The City of Saugatuck Zoning Ordinance is amended to repeal the sign regulations in Section 154.141. Section 154.141 will be held in reserve.

SECTION 3. AMENDMENT TO ZONING ORDINANCE, SECTION 154.022(L)(4): The City of Saugatuck Zoning Ordinance, Section 154.022(L) is amended to read as follows. The remainder of Section 154.022(L) shall remain the same unless expressly amended herein.

(4) There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of the home occupation except for signs that comply with the signage regulations in this Chapter.

SECTION 4. AMENDMENT TO ZONING ORDINANCE, SECTION 154.022(K)(5): The City of Saugatuck Zoning Ordinance, Section 154.022(K) is amended to read as follows. The remainder of Section 154.022(K) shall remain the same unless expressly amended herein.

(5) There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of the home business, except for signs that comply with all provisions of the signage requirements in this Chapter. No over-the-counter retail sales or other sales of merchandise or products shall be conducted upon the premises except for incidental products related to the home business or those goods actually produced on the premises.

SECTION 5. SEVERABILITY: Should a court of competent jurisdiction find any provision, clause, or portion of this ordinance amendment to be invalid, the balance or remainder of this ordinance amendment shall remain valid and in full force and effect and shall be deemed "severable" from the portion, clause, or provision deemed to be invalid by the court.

SECTION 6. REPEAL: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed. Specifically, Section 150.30 of the City Code is hereby repealed.

SECTION 7. EFFECTIVE DATE: This Ordinance shall take effect seven (7) days after publication of a notice of adoption of this Ordinance, unless referendum procedures are initiated under MCL 125.3402. If referendum procedures are initiated, this Ordinance will take effect in accordance with MCL 125.3402.

YEAS: _____

NAYS: _____

ABSENT/ABSTAIN: _____

ORDINANCE DECLARED ADOPTED.

_____
Holly Anderson
City of Saugatuck, Mayor

CERTIFICATION

I hereby certify that:

1. The above is a true copy of an Ordinance adopted by the Saugatuck City Council at a duly scheduled and noticed meeting of that City Council held on _____, 2026, pursuant to the required statutory procedures.

2. A summary of the above Ordinance was duly published in the _____ newspaper, a newspaper that circulates within the City of Saugatuck, on _____, 2026.

3. Within 1 week after such publication, I recorded the above Ordinance in a book of ordinances kept by me for that purpose, including the date of passage of the ordinance, the names of the members of the City Council voting, and how each member voted.

4. I filed an attested copy of the above Ordinance with the Allegan County Clerk on _____, 2026.

ATTESTED:

_____
Jamie Wolters, Saugatuck City Clerk

CITY OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN

NOTICE OF ORDINANCE

ZONING ORDINANCE AMENDMENT

ORDINANCE NO. _____

Please take notice that on _____, 2026, the City Council of the City of Saugatuck adopted Ordinance No. _____, which amends the City of Saugatuck's Zoning Ordinance to update signage regulations so that all signs are regulated in a content-neutral manner, to proscribe a permitting scheme for certain signs, and to promote the public health, safety, and welfare of residents and visitors of the City of Saugatuck. Copies of the ordinance may be obtained from Jamie Wolters, City of Saugatuck Clerk, at 102 Butler Street, P.O. Box 86, Saugatuck, Michigan 49453 during regular business hours.

The Zoning Ordinance Amendment has the following sections and catch lines: Section 1: Amendment to Zoning Ordinance, Section 154.140; Section 2: Amendment to Zoning Ordinance, Section 154.141; Section 3: Amendment to Zoning Ordinance, Section 154.022(L)(4); Section 4: Amendment to Zoning Ordinance, Section 154.022(K)(5); Section 5: Severability; Section 6: Repeal; and Section 7: Effective Date, which is seven days after publication of this notice of adoption unless referendum procedures are initiated under MCL 125.3402.

Jamie Wolters
Saugatuck City Clerk
JWolters@saugatuckcity.com
(269) 558-9495

Publication Date: _____, 2026

CITY OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN

ZONING ORDINANCE AMENDMENT

ORDINANCE NO._____

At a meeting of the City Council of the City of Saugatuck, Allegan County, Michigan, held at the City of Saugatuck Hall on _____, 2025 at _____ p.m., City Council Member _____moved to adopt the following ordinance, which motion was seconded by City Council Member _____.

An ordinance to amend the City of Saugatuck's Zoning Ordinance to update signage regulations to regulate signs in a content-neutral manner, and to promote the public health, safety, and welfare of the residents and visitors of the City of Saugatuck.

CITY OF SAUGATUCK, ALLEGAN COUNTY, ORDAINS:

SECTION 1. AMENDMENT TO ZONING ORDINANCE, SECTION 154.140: The City of Saugatuck Zoning Ordinance, Section 154.140 is amended to revise the regulations and definitions applicable to signage within the City. Section 154.140 shall now read as follows:

(A) Purpose. The purpose of this Section is to regulate signs within the City of Saugatuck (the "City") in a content-neutral manner to protect the health, safety and general welfare, to protect property values, and to protect the character of the various neighborhoods in the City. This Section intends to make the City attractive to residents, visitors, commercial, and professional businesses while maintaining a sustainable economy through an appropriate signage program. The elements of this program will:

(1) Recognize that the proliferation of signs is unduly distracting to motorists and nonmotorized travelers, reduces the effectiveness of signs directing and warning the public, causes confusion, reduces desired uniform traffic flow, and creates potential for accidents.

(2) Prevent signs that are potentially dangerous to the public due to structural deficiencies or disrepair.

(3) Enable the public to locate goods, services, and facilities without excessive difficulty and confusion by restricting the placement of signs.

(4) Prevent placement of signs which will conceal or obscure signs of adjacent uses.

(5) Preserve and improve the aesthetics and character of the City by encouraging signs of consistent size which are compatible with and complementary to related buildings and uses, and harmonious with their surroundings.

(6) Provide regulations that focus on the time, place, manner, and physical characteristics of signs, but not the content of signs in accordance with the First Amendment of the United States Constitution.

(B) Definitions. For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ABANDONED SIGN. A sign that has been determined to be "abandoned" for a period of thirty (30) days or longer as determined by the Zoning Administrator. The following conditions may be considered by the Zoning Administrator to determine whether a sign has been abandoned:

(1) Whether the sign displays advertising for a product or service which is no longer available.

(2) Whether the sign displays advertising for a business which is no longer licensed.

(3) Whether the sign is in disrepair as determined by the Zoning Administrator, including but not limited to, signs that are missing portions of the display, have chipped or dilapidated paint or other components, or have structural components that have fallen into disrepair.

(4) Whether the sign advertises a business that is no longer doing business on the parcel where the sign is located, if the business was originally located on that parcel.

(5) Whether the purpose of the sign has lapsed.

(6) Whether the sign has historical significance for the City as determined by the Zoning Administrator.

(7) Whether there are plans to repair the sign, including adding a new display or transitioning to a different display, or to repair any structural damage or disrepair.

BANNER. A temporary flexible sign directly mounted to a building, or a support on a building, or between two poles made of natural or synthetic material, not including flags as defined in this section.

BILLBOARD. Any free-standing permanent sign on a parcel of land which does not include another principal structure.

DARK-SKY FRIENDLY. Lighting designed to minimize light pollution by directing light downward. Dark sky compliant fixtures are fully shielded, energy-efficient, and use appropriate colors (such as warm colors designed to minimize short-wavelength light) to reduce glare and skyglow.

FEATHER FLAG SIGN, WINDFEATHER SIGN. A flexible sign made of natural or synthetic material typically fastened on one long side to a flexible or non-flexible pole mounted on the ground, intended to move with the wind, not including flags as defined in this section.

FLAG. A piece of fabric that is hung from a pole, a bracket, or attached to the side of a building.

FLAGPOLE, PERMANENT. A freestanding pole permanently mounted with a foundation on the ground and used for the sole purpose of displaying a flag or flags.

FLAGPOLE, TEMPORARY. A temporary pole that can be mounted on a structure or building, or affixed or driven into the ground, for the sole purpose of displaying a flag.

ILLUMINATED SIGN. Any sign that is illuminated by any light source other than non-reflected natural daylight.

(1) ***EXTERNALLY ILLUMINATED SIGN.*** A sign that is illuminated by an external source, which reflects light off the surface of a sign face.
(2) ***INTERNALLY ILLUMINATED SIGN.*** A sign with internal electronic circuitry emitting light through the sign face.
(3) ***NEON SIGNS.*** A sign illuminated by luminous gas-discharge tubes containing rarefied neon or other gases (such as helium, argon, krypton, xenon, or mercury vapor) that produce a visible ambient light when connected to an electric current, or by similar electronic technologies, such as light-emitting diodes (LEDs), designed to create a static ambient light display.

MURAL. A permanent noncommercial work of art applied to or made integral with a wall or structure. A mural shall not include any signs with words, letters, characters, or numbers intended to identify a business.

NON-RESIDENTIAL PROPERTY. Any use of property or a portion of a property that is not a "residential property," as defined herein. The common areas of a multi-family dwelling unit (such as an apartment complex) or a housing development with multiple dwelling units shall be considered non-residential for purposes of allowable signage. In the case of a mixed use property, the non-residential portions shall be entitled to the allowable signage for non-residential properties, whereas any residential dwelling units within the mixed use property shall each be categorized as residential property for purposes of this Section.

PENNANT. Any lightweight plastic, fabric, or other material, suspended from a rope, wire, or string, usually in series, designed to move in the wind.

PERMANENT SIGN. Any sign constructed of durable materials, secured on a structure or property, and intended to exist for the duration of time that the use or occupant is located on the premises.

PORTABLE SIGNS. Except for signage falling under another definition herein, any sign designed to be moved easily and not permanently or temporarily attached to the ground or other structure, including but not limited to: flashing A-frames, searchlights, beacons, balloons, umbrellas, trailers, wheeled or non-wheeled carts, or signs leaning against parked vehicles.

RESIDENTIAL PROPERTY. Any dwelling unit and the real property on which it is located, not including bed and breakfasts, inns, hotels, the common areas of a multiple family dwelling, or the portions of a mixed use property that are not used as a dwelling unit. For purposes of this Section, each dwelling unit on a particular property, except an accessory dwelling unit, is entitled to its own sign allowance as set forth herein. For example, a two-family dwelling would contain

two dwelling units, and each dwelling unit could display the allowable amount of signage as set forth herein.

SANDWICH BOARD SIGN. A temporary freestanding sign constructed in such a manner as to form an "A" or a tent-like shape, hinged or not hinged at the top, each angular face held at an appropriate distance by a supporting member.

SIGN. Any words, lettering, parts of letters, figures, numerals, phrases, sentences, emblems, devices, designs, trademarks, logos or pictures, or combination thereof, intended to be used to attract attention to or convey information about a person, place, business, firm, profession, or association.

SIGN AREA. The smallest area within a three- or four-sided polygon or circle enclosing the display surface of the sign including all letters, characters, and delineations that differentiate it from the background against which it is placed. ***SIGN AREA*** shall not include the structural supports for free standing signs. Where a sign has two faces, placed back-to-back, and are of equal size, the area of the two faces shall be considered as one face. If the two back-to-back faces are of unequal size, the larger of the two sign faces shall be counted as the sign area.

SIGN, ATTACHED. A permanent sign which is attached to the wall or window of a building, including:

(1) ***CANOPY/AWNING SIGN.*** A fabric canopy or awning with all or any part used as a sign.

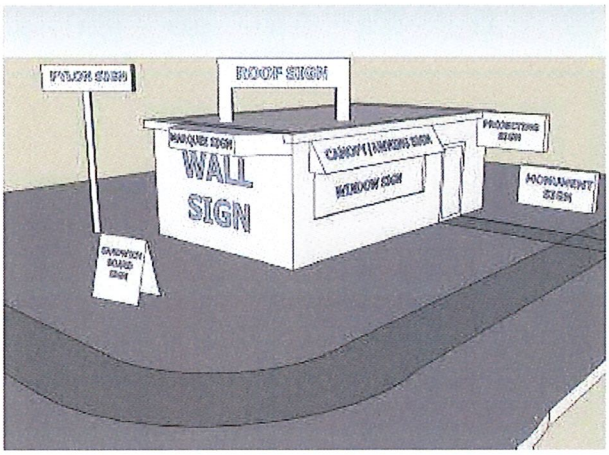
(2) ***PROJECTING SIGN.*** A double-faced sign attached at an angle or perpendicular to the wall of a building.

(3) ***ROOF SIGN.*** Any sign erected and constructed wholly on or over the roof of a building, supported by the roof structure.

(4) ***WALL SIGN.*** Any sign that is attached parallel to the wall. Wall sign does not include "murals," as defined herein.

(5) ***WINDOW SIGN.*** A sign attached directly to the interior or exterior surface of a glass window or door, also including any sign that is installed inside of a building within two (2') feet of the window that is legible from outside of the building.

(6) ***MARQUEE SIGN.*** A changeable message sign attached to a building.



SIGN, FREESTANDING. A permanent sign which is not attached to a building or any other structure and is set permanently in the ground with posts or base.

(1) ***PYLON SIGN.*** A freestanding sign affixed permanently in the ground and supported by a single or double post(s).

(2) ***MONUMENT SIGN.*** A freestanding sign affixed directly to a masonry or other base without a support post.

TEMPORARY YARD SIGN. Any sign that is not constructed or intended for long term use or is not permanently attached to a building, window, or structure. A temporary yard sign is often double-faced and supported by metal legs or wooden post(s) anchored into a lawn or landscaped area with no permanent foundation. The sign face is typically made from lightweight materials such as corrugated plastic, cardboard, or wood, making it easy to install and remove.

(C) Regulation of sign requirements. All signs shall be subject to the following regulations to be enforced by the Zoning Administrator, unless otherwise provided in this chapter.

(D) Sign permit procedure. Except as provided herein, a sign permit shall be obtained from the Zoning Administrator prior to installation of any sign. All applications for approval of proposed signs shall indicate size, type, materials, structural supporting devices, and type of illumination (if any). A scale drawing of the proposed sign shall be provided with all applications. If the application is made by the building tenant, the same must have written permission for the proposed sign from the building owner. Sign approval shall be valid for a period of one year. If the approved sign is not installed within that period, a new application must be submitted.

(E) General Standards:

(1) *Illuminated Signs.* The illumination of permanent signs shall be limited to the following:

(a) Internally illuminated signs shall be designed so that the light source is:

1. Ambient and static so as to not include flashing, blinking, or changes in brightness intensity; and

2. Not causing a distraction to motorists or otherwise causing a visual nuisance; and

3. Dark-sky friendly.

(b) Externally illuminated signs shall be designed so that the light source is:

1. of low intensity with effective provisions made to minimize spillover of light beyond the actual sign face; and

2. enclosed and directed to prevent light from shining directly onto the public right-of-way or neighboring property.

3. Dark-sky friendly.

(c) Neon signs are allowed on non-residential properties in non-residential zoning districts as window signs and are limited to twelve (12) square feet in size. Neon signs are limited to ambient light and do not include flashing, blinking, or changes in brightness intensity.

(2) *Historic district.* Permanent signs located within the historic district shall require approval from the Historic District Commission before installation.

(3) *Compliance with building codes.* All signs shall comply with the building and electrical codes of the city. Underground wiring shall be required for all illuminated signs, or signs requiring electrical connections which are not attached to a building.

(4) *Sign Maintenance and Abandonment.* All signs shall be properly maintained in good condition. A sign that has fallen into disrepair or has become an abandoned sign as determined by the Zoning Administrator must be repaired, properly maintained, or removed within thirty (30) days of notice being sent informing the owner of the noncompliant sign conditions. For purposes of this section, repairing or properly maintaining an abandoned sign may require repairs or improvements to the underlying sign structure or the sign display or both. Failure to remove or repair an abandoned sign shall be considered a violation of this Ordinance.

(F) Prohibited Signs. The following signs are prohibited in all zoning districts as they have a tendency to be distracting to motorists or otherwise negatively impact the public health, safety, and welfare within the City:

(1) Any sign not expressly permitted.

(2) Billboards.

(3) Signs within a public right-of-way except as authorized herein.

(4) Pennants, feather flag signs, windfeather signs, and portable signs.

(5) Signs that create a traffic vision obstruction.

(6) Any sign which revolves or has any visible moving parts, visible revolving parts or visible mechanical movement of any type, or other apparent visible movement achieved by electrical, electronic, or mechanical means.

(7) Any sign that obstructs free and clear vision; or at any location whereby reason of the position, shape or color, it may interfere with, obstruct the view of or be confused with any authorized traffic sign, signal or device.

(8) Any sign that includes flashing, blinking, moving illumination, or illumination that changes color or intensity.

(9) Any sign that projects into any air space so as to interfere with public safety, including vehicular or pedestrian movement.

(G) Signs Permitted in All Districts

The following signs do not require a permit and are permitted in all Zoning Districts within the City, subject to the following requirements and limitations:

(1) *Flags*:

(a) For residential properties, any number of flags so long as each individual flag does not exceed twenty-four (24) square feet and the total square footage of all flags does not exceed forty-eight (48) square feet.

(b) For non-residential properties, any number of flags may be displayed provided that the flags are not distracting to motorists or otherwise negatively impacting the public health, safety, and welfare within the City

(c) Flags shall not cause an unreasonable obstruction to pedestrian traffic, vehicular traffic, or to the public right-of-way. Whether an obstruction is unreasonable

shall be determined by the Zoning Administrator based on the degree of the obstruction, the location of the obstruction, the degree of pedestrian or vehicular traffic, and any other relevant factor.

(d) For all flags, any illumination shall comply with the illumination requirements in Section 154.140(E)(1)

(e) All flags shall be displayed on permanent or temporary flagpoles.

(f) Temporary flagpoles are limited to six (6) feet in length.

(g) All permanent flagpoles must receive a zoning permit from the Zoning Administrator prior to installation. Applications shall specify the proposed location, setback, and height of the permanent flagpole as well as any additional information requested by the City to determine compliance with the City Code. Permanent flagpoles shall not exceed a height of twenty-five (25) feet or the maximum height of structures within the underlying zoning district, whichever is less. Flagpoles must be setback at least ten (10) feet from all property lines. No more than one (1) permanent flagpole is permitted per lot.

(2) *Temporary Yard Sign:*

(a) Each non-residential property and each residential property may display temporary yard signs so long as each individual sign does not exceed six (6) square feet and the total of all temporary yard signs does not exceed forty-eight (48) square feet.

(b) Except as provided herein, all temporary yard signs must be located entirely on private property and shall not be erected or attached to a tree, utility pole, rock, or similar feature.

(c) Temporary yard signs shall not be illuminated.

(3) Except as otherwise provided herein, each non-residential property or each residential property may display up to four (4) attached signs not to exceed two (2) square feet each.

(4) Attached signs located on boat docks, not to exceed twelve (12) square feet, that are attached to the dock.

(5) Signs that comply with Section 154.022(K)(5).

(6) Government-Installed signs or any sign required by law, or by regulation or administrative rule of a governmental entity, having appropriate jurisdiction.

(7) For residential properties having a garage sale, up to four (4) temporary yard signs not exceeding six (6) square feet each may be displayed in the right-of-way adjacent to an intersection without a permit so long as there is only one (1) sign per intersection. These signs shall only be displayed during the duration of the garage sale.

(8) *Murals*. Any non-residential property or residential property may install a mural. While a zoning permit is not required, if a proposed mural will be located within the City's Historical District, the proposed mural must receive approval from the City's Historical District Commission.

(H)Signs in Residential Zoning Districts:

Unless otherwise provided in this Ordinance, the following signs shall be permitted in all residential Zoning Districts (R-1, R-2, and R-4 Zoning Districts) within the City, subject to the following restrictions and a sign permit being approved by the Zoning Administrator:

(1) *Freestanding sign*. For non-residential properties one (1) freestanding sign subject to the following requirements:

(a) The area of the freestanding sign cannot exceed 50% of the allowable area for a freestanding sign in a non-residential zoning district under Section 154.140(I)(1).

(b) The height of the freestanding sign cannot exceed 50% of the allowable area for a freestanding sign in a non-residential zoning district under Section 154.140(I)(1).

(c) Freestanding signs shall be located at least 5 feet from any property line.

(d) Freestanding signs shall be located at least 25 feet from any other freestanding sign.

(e) Freestanding signs shall be placed in a manner as to not create a traffic vision obstruction.

(f) The freestanding sign may only be illuminated via external illumination between the hours of 7:00 AM and 10:00 PM, so long as the external illumination complies with the requirements of this Ordinance.

(2) *Attached sign*. For non-residential properties, one (1) attached sign that complies with the requirements in Section 154.140(I)(2) for attached signs in non-residential zoning districts.

(3) *Banner.* For non-residential properties, one (1) banner that complies with the requirements in Section 154.140(I)(3) for banners in non-residential zoning districts.

(I) Signs in All Non-Residential Zoning Districts:

Unless otherwise provided in this Ordinance, the following signs shall be permitted for all non-residential properties in all non-residential Zoning Districts (including any district except for the R-1, R-2, and R-4 Zoning Districts) within the City, subject to the following restrictions and a sign permit being approved by the Zoning Administrator:

(1) *Freestanding Signs.* Non-residential properties are permitted to have one freestanding sign per frontage. Said sign shall meet the following requirements:

(a) Total area of all freestanding signs for each lot shall not exceed 0.25 square feet per linear foot of property frontage on a public or private road up to 32 square feet.

(b) Freestanding signs shall not exceed 12 feet in height from the grade of the sidewalk to the upper most point of the sign. If no sidewalk is present, then the measurement shall be taken to the grade of the nearest public or private road.

(c) Freestanding signs shall be located at least 5 feet from any property line.

(d) Freestanding signs shall be located at least 25 feet from any other freestanding sign.

(e) Freestanding signs shall be placed in a manner as to not create a traffic vision obstruction.

(2) *Attached Signs.* Each non-residential property is permitted to have up to two wall signs per building frontage. Attached signs as defined in this chapter shall meet the following requirements:

(a) The total area of all attached signage associated with a non-residential property shall not exceed 0.75 square feet per linear foot of building frontage. The maximum area of any sign visible from more than one street shall not exceed 0.75 square feet per linear foot of the largest building frontage and shall count as the signage for that frontage. If the building contains more than one business, then the frontage shall be limited to the building frontage of the tenant space facing a public street or primary entrance.

(b) Projecting and canopy signs shall be located such that there is a clear area of no less than seven feet below the lowest part of the sign and the sidewalk or ground surface below the sign and shall not project more than four feet from the building face to which it is attached.

(c) No attached sign shall be permitted to extend above the roofline of the building to which it is attached.

(d) No projecting or canopy sign shall be within 10 feet of another projecting or canopy sign.

(e) Signs carved into stone, concrete, or similar material, or made of bronze, aluminum, or other noncombustible material, provided such signs do not exceed 10 square feet in area and are an integral part of the structure.

(3) *Banners*. Each non-residential property shall be permitted to display one banner at a time, and said banner shall meet the following requirements:

(a) The banner shall be no larger than 16 square feet in area.

(b) The banner shall be located entirely on private property.

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

(d) The banner shall not be illuminated.

(4) *Sandwich boards*. Each non-residential property shall be permitted to have one sandwich board subject to the following conditions:

(a) A sandwich board sign displayed entirely on private non-residential property does not require a zoning permit. A sandwich board sign displayed within a right-of-way requires a permit as set forth herein.

Formatted: Indent: Left: 1.25", No bullets or numbering

~~(a)~~(b) The sandwich board shall not have an area greater than 6 square feet.

~~(b)~~(c) The sandwich board may be located within the public right-of-way pursuant to a permit but shall not be placed in a manner that may obstruct the general flow of pedestrian traffic or in a manner that causes a vision obstruction. A five foot (5') unobstructed space must be maintained on the sidewalk at all times to prevent pedestrian traffic obstruction. A right-of-way permit for a sandwich board sign does not require annual approval if the sign is placed in the same location, for the same duration, as was previously approved.

~~(c)~~(d) The sandwich board shall not be greater than 42 inches in height from grade.

~~(d)~~(e) The sandwich board shall only be displayed when the business is open.

~~(e)~~(f) The sandwich board shall not be illuminated.

~~(f)~~(g) Unless approved by the City to allow a sandwich board sign to be displayed elsewhere in the City, the sandwich board shall not extend past the building frontage of the underlying non-residential property.

(J) Existing Non-Conforming Signs:

(1) The intent of this section is to permit the continuance of a lawful use of any sign existing at the time of the effective date of this section, although the sign or supporting structure may not conform with the provisions of this section. Further, it is the intent that non-conforming signs and structures be gradually eliminated upon their natural deterioration.

a. Every permanent legally existing sign which does not conform to the height, size, area, or location requirements of this subchapter as of the date of the adoption of this section, is hereby deemed to be non-conforming.

b. Alteration, erection, replacement, or enlargement of signs. No person, firm, corporation, partnership, or other legal entity shall alter, replace, or enlarge the faces, supports, or other parts of existing non-conforming signs except in accordance with this section. Non-conforming signs, however, may be repaired, repainted, or otherwise maintained.

(2) *Accidental destruction of Non-Conforming Sign*:

a. If a non-conforming sign is destroyed, it may be replaced, provided that it is not enlarged in size or dimension. If the sign is located in the public right-of-way, the sign may not be replaced without the approval of the Zoning Board of Appeals for a sign permit.

b. For the purpose of this section, a non-conforming sign is destroyed if damaged to an extent that the cost of repairing it to its former state or replacing it with an equivalent sign equals or exceeds the value of the damaged sign prior to the damage.

(3) A non-conforming sign may be diminished in size or dimension, or the copy of the sign amended or changed without jeopardizing the privilege of non-conforming.

(4) *Permanent signs in the public right-of-way or in city parks*:

a. All existing non-conforming signs, supports, and structures located in the public right-of- way may continue to occupy the right-of-way until such time that they are accidentally destroyed, removed, or become non-functional. These signs shall not be replaced without approval of the Planning Commission for a sign

permit, the City Council for a revocable license, and the Historic District Commission if located in the Historic District.

(K) Administration and enforcement:

(1) *Revocation of permit*. The Zoning Administrator shall have the authority to revoke any permit issued pursuant to this section if the requirements of the permit and the provisions of this section are being violated, and in such case shall have the power to issue a stop-work order.

(L) Permitting Signs in the Right-of-Way:

(1) Except as otherwise provided herein, any sign that will be placed in the right-of-way, such as on City sidewalks, must receive a right-of-way permit from the Zoning Administrator. The Zoning Administrator, according to his or her sole discretion, may refer a permit application and decision as to whether to grant or deny the permit to the City Council. For purposes of this requirement, a sign placed in the right-of-way shall include any sign that is located within the right-of-way, but shall not include signs hanging or dangling above the right-of-way, such as flags.

(2) Any sign placed in the right-of-way must be related to the applicant's property or a consenting landowner's property in one of the following ways:

a. The proposed sign is to be placed in the right-of-way directly adjacent to the applicant's property; or

b. The proposed sign is to be placed in the right-of-way directly adjacent to a consenting landowner's property, and the applicant must provide proof to the Zoning Administrator in writing that the consenting landowner has consented to the placement of the sign in the right-of-way.

(3) Permit applications must include:

a. Name, address, and contact information for the application;

b. A description of the proposed sign, including the size of the sign, any illumination on the sign, and whether the sign will be affixed to or temporarily placed in the right-of-way;

c. The duration that the sign will be displayed, if applicable;

d. Payment of permit fees as set by the City; and

e. Proof of consent from a consenting landowner, if applicable

f. Any additional information requested by the City.

(4) Permit applications shall be submitted to the Zoning Administrator, who shall review the application for completeness and may request additional information from the applicant to assist in reviewing the application.

(5) Permit applications shall be assessed by the Zoning Administrator based upon the following criteria:

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

b. Whether the installation aligns with the surrounding area and provides an aesthetic benefit to the community;

c. The ease and cost of removal of the installation;

d. The proposed size of the installation, including height and width

e. The material of the installation (e.g. plastic, wood, metal, fabric/cloth, etc.); and

f. Review, comment, and recommendations of City staff.

(6) Within a reasonable amount of time after receipt of a complete application, the Zoning Administrator shall approve, deny, or approve with conditions the permit application. An issued permit may be revoked by the Zoning Administrator if the applicant fails to abide by the conditions set forth in the permit or fails to maintain the installation. A permit may be automatically revoked if the installation fails to comply with the requirements in this Ordinance, causes or inflicts unreasonable harm on persons or property, or otherwise causes an unreasonable obstruction to the right-of-way.

SECTION 2. AMENDMENT TO ZONING ORDINANCE, SECTION 154.141: The City of Saugatuck Zoning Ordinance is amended to repeal the sign regulations in Section 154.141. Section 154.141 will be held in reserve.

SECTION 3. AMENDMENT TO ZONING ORDINANCE, SECTION 154.022(L)(4): The City of Saugatuck Zoning Ordinance, Section 154.022(L) is amended to read as follows. The remainder of Section 154.022(L) shall remain the same unless expressly amended herein.

(4) There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of the home occupation except for signs that comply with the signage regulations in this Chapter.

SECTION 4. AMENDMENT TO ZONING ORDINANCE, SECTION 154.022(K)(5): The City of Saugatuck Zoning Ordinance, Section 154.022(K) is amended to read as follows. The remainder of Section 154.022(K) shall remain the same unless expressly amended herein.

(5) There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of the home business, except for signs that comply with all provisions of the signage requirements in this Chapter. No over-the-counter retail sales or other sales of merchandise or products shall be conducted upon the premises except for incidental products related to the home business or those goods actually produced on the premises.

SECTION 5. SEVERABILITY: Should a court of competent jurisdiction find any provision, clause, or portion of this ordinance amendment to be invalid, the balance or remainder of this ordinance amendment shall remain valid and in full force and effect and shall be deemed "severable" from the portion, clause, or provision deemed to be invalid by the court.

SECTION 6. REPEAL: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed. Specifically, Section 150.30 of the City Code is hereby repealed.

SECTION 7. EFFECTIVE DATE: This Ordinance shall take effect seven (7) days after publication of a notice of adoption of this Ordinance, unless referendum procedures are initiated under MCL 125.3402. If referendum procedures are initiated, this Ordinance will take effect in accordance with MCL 125.3402.

YEAS: _____

NAYS: _____

ABSENT/ABSTAIN: _____

ORDINANCE DECLARED ADOPTED.

_____
Holly Anderson
City of Saugatuck, Mayor

CERTIFICATION

I hereby certify that:

1. The above is a true copy of an Ordinance adopted by the Saugatuck City Council at a duly scheduled and noticed meeting of that City Council held on _____, 2026, pursuant to the required statutory procedures.

2. A summary of the above Ordinance was duly published in the _____ newspaper, a newspaper that circulates within the City of Saugatuck, on _____, 2026.

3. Within 1 week after such publication, I recorded the above Ordinance in a book of ordinances kept by me for that purpose, including the date of passage of the ordinance, the names of the members of the City Council voting, and how each member voted.

4. I filed an attested copy of the above Ordinance with the Allegan County Clerk on _____, 2026.

ATTESTED:

_____

Jamie Wolters, Saugatuck City Clerk

CITY OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN

NOTICE OF ORDINANCE

ZONING ORDINANCE AMENDMENT

ORDINANCE NO. _____

Please take notice that on _____, 2026, the City Council of the City of Saugatuck adopted Ordinance No. _____, which amends the City of Saugatuck's Zoning Ordinance to update signage regulations so that all signs are regulated in a content-neutral manner, to proscribe a permitting scheme for certain signs, and to promote the public health, safety, and welfare of residents and visitors of the City of Saugatuck. Copies of the ordinance may be obtained from Jamie Wolters, City of Saugatuck Clerk, at 102 Butler Street, P.O. Box 86, Saugatuck, Michigan 49453 during regular business hours.

The Zoning Ordinance Amendment has the following sections and catch lines: Section 1: Amendment to Zoning Ordinance, Section 154.140; Section 2: Amendment to Zoning Ordinance, Section 154.141; Section 3: Amendment to Zoning Ordinance, Section 154.022(L)(4); Section 4: Amendment to Zoning Ordinance, Section 154.022(K)(5); Section 5: Severability; Section 6: Repeal; and Section 7: Effective Date, which is seven days after publication of this notice of adoption unless referendum procedures are initiated under MCL 125.3402.

Jamie Wolters
Saugatuck City Clerk
JWolters@saugatuckcity.com
(269) 558-9495

Publication Date: _____, 2026

Formatted: Underline

Treasurer Report
May 11, 2026

Tax Administration

- Responded to resident inquiries regarding property taxes and payment status.
- Coordinated record updates with the assessing department.
- Completed an audit verification request for OAISD.
- Provided documentation responsive to a FOIA request.
- Sent a request to the school district for a progress update on the L-4029.

Accounts Payable

- Processed regular payables.
- Updated sales tax exemption status with vendors.
- Continued working with Comcast regarding billing credits.
- Worked with vendors to review and clarify billed amounts.

Payroll & Benefits

- Processed two payrolls.
- Continued the MERS transition from Alerus to Empower.
- Processed employee payroll changes.
- Processed the DPW Superintendent's final payout.
- Updated the CMS prescription drug cost survey.
- Worked with the HSA provider regarding an employee issue.
- Initiated discussions regarding the upcoming health insurance renewal process.

Financial Management

- Processed credit card payments.
- Completed the March bank reconciliation and began the April reconciliation.
- Invoiced shared expenses to neighboring municipalities.
- Continued budget review and analysis.
- Completed and submitted the annual Act 51 IRT reporting.
- Consulted with the auditor regarding receipt of the Village Square Park donation.

Investments and Banking

- Finalized the purchase of three CD's with Consumers Credit Union

Miscellaneous / Administrative

- Continued review of utility bills for reasonableness.
- Began Oval Beach pass sales for the season.
- Coordinated with the Oval Beach Manager regarding pre-season startup activities.
- Assisted with installation of the City Hall elevator emergency phone.
- Prepared information for the economic impact study.
- Updated City records related to the new truck purchase.
- Attended a training conference.
- Reactivated beach credit card processing services for the season.

City Clerk Monthly Report

Elections

- May 5, 2026:
  - 33% voter turnout for the election in the City of Saugatuck. Many voters gave positive remarks about the election being held at the Woman's Club.
  - *Unofficial results*:

Saugatuck Public Schools Sinking Fund Millage Proposal (Vote for 1)

Precinct	Yes	No
City of the Village of Douglas, Precinct 1	236	96
City of Saugatuck, Precinct 1	170	106
Laketown Township, Precinct 3	97	70
Saugatuck Township, Precinct 1	429	216
Total	**932**	**488**



- August 4,
- 2026 – Primary
    - Ballot Proposals for August 4, 2026
        - **Interurban Transit Authority** *INTERURBAN TRANSIT AUTHORITY PUBLIC TRANSPORTATION MILLAGE PROPOSAL*
            - It is proposed that the Interurban Transit Authority levy a tax of 1.0 mill on all taxable property within the Authority's boundaries for the provision of public transportation services for a period of 10 years. Voters in the City of Saugatuck, the City of the Village of Douglas, and the Township of Saugatuck previously approved a levy of 0.5 mill for this purpose, which expires with the 2026 tax levy. The proposed millage is intended to replace that expiring levy and would apply throughout the Authority's newly expanded boundaries, including the City of Fennville. It would cost taxpayers $1.00 for each $1,000 of taxable real and personal property and would apply each year from 2027 through 2036. Approximately $1,078,000 would be raised across the Authority in the first year. All revenue will be disbursed to the Interurban Transit Authority. Should the proposed new millage be approved?
        - **Saugatuck-Douglas District Library –** *LIBRARY MILLAGE PROPOSAL*
            - Shall the Saugatuck-Douglas District Library, County of Allegan, be authorized to levy a millage annually in an amount not to exceed .30 mill ($.30 per each $1,000 of taxable value), of which .2352 mill is a renewal of the previously authorized millage rate that expired in 2025 and .0648 mill is new additional millage, against all taxable property within the Saugatuck-Douglas District Library district for a period of ten (10) years, 2026 through 2035, inclusive, for the purpose of providing funds for all district library purposes authorized by law? The estimate of the revenue the Saugatuck Douglas District Library will collect in the first year of levy (2026) if the millage is approved and levied by the Library is approximately $332,000.
- November 3, 2026 – General
- 9-Days of Early Voting agreement executed with the City of Village of the Douglas and Saugatuck Township to hold Tri-Community early voting site at the City of the Village of Douglas City Hall.
- Residents can register to vote here: https://www.michigan.gov/sos/elections/voting/register-to-vote#HowToRegister

Records Management

- Digitizing city documents will resume mid-May.

Meetings

- Prepared agendas, packets, and minutes for the following bodies:
  - Two City Council Workshops
  - Two City Council Regular
  - Historic District Commission
  - Zoning Board of Appeals
  - Planning Commission
  - Parks and Public Works Committee
  - Election Commission Meeting
- Participated in:
  - Parking Improvements Task Force
  - Election Public Accuracy Test
  - Department Head Staff Meeting

Special Events

- *Special event applications received for processing*:
  - Sidewalk Sales event date: 8-13-26.
  - Mt. Baldhead Challenge event date: 9-12-26.
  - Art Coast Food & Wine Festival event dates: 11-5-26 through 11-7-26.
- Special events ready for council approval:
  - Memorial Day Parade event date: 5-25-26.
  - Town Crier Races event date: 6-20-26.
  - Fourth of July event dates: Fireworks on 7-3-26, Parade and Party on 7-4-26.
- *Special events process completed*:
  - Community Car Parade event date: 6-6.25.
  - Music in the Park event dates: Wednesdays between 6-17-26 – 9-2-26.
  - SDAC Art Fairs event dates: July 4 and July 25 & 26.
  - Venetian Festival event dates: 7-24-26 and 7-25-26.
  - Saugatuck Farmers Market – The Market at SCA event date: 7-31-26.
  - Art in the Park event date: 9-12-26.

Administrative & General

- Distributed 160 zoning-related mailers.

- Processed 43 zoning permit payments.
- Issued 135 business license this year.
- Processed 6 FOIA requests.
- Wicks Park boat slips - We have 4 slips and will be sending out notification.
- Distributed all street end license agreements, and 7 are fully executed.
- Created and distributed 30 community E-News blasts.
- City Staff handled a total of 704 incoming phone calls.
- City Hall Remodel: Second round of renderings have been received.
- Managed front counter operations as the primary point of contact for walk-ins and phone inquiries.

April 2026 Department of Planning & Zoning Report

Monthly Update Overview

- Attended the American Association of Planning's National Planning Conference in Detroit.
- Ongoing development review and interdepartmental coordination.
- Master Plan character analysis presented to the Planning Commission.
- Pedestrian mobility and sidewalk mapping.

Action & Progress

- Brush & leaf pick-up door hangers enforcement being implemented with DPW.
- Review and recommendation of software renewal option with Granicus.
- Continued STR administration, including resident meetings, application guidance, compliance checks related to property transfers, and coordination with Granicus on system abilities.
- Several site visits with City Engineer to address stormwater mitigation concerns.
- Meetings with stakeholders discussing development potential along Blue Star.
- Attended Park House Inn open house to help in welcoming a new business owner.
- Coordinated multiple zoning and policy matters with legal counsel, including STR enforcement cases, site sewer connection, and enforcement strategy.
- Historic District signage proposal recommended to Council for approval. Received additional quotes for price comparison. Further review of materials required.
- Maintained ongoing coordination with the City Engineer and planning consultant on active and proposed development projects.
- Communicated with the planning consultant regarding Master Plan scope and proposal.
- Prepared maps and compiled demographic data for the Master Plan.

Boards, Casework, & Operations

- Prepared agendas, packets, and materials for Planning Commission, Zoning Board of Appeals, Historic District Commission, and City Council meetings; issued meeting cancellations where applicable.
- Issued permits, processed planning and zoning applications, short term rental applications, conducted field inspections, and continued enforcement follow-ups on active violations.

- Maintained escrow and invoice tracking, participated in internal staff coordination meetings, and reviewed recently proposed State ordinance language.

Ongoing & Upcoming

- Continued STR compliance monitoring and enforcement. Review of STR-related noise complaints as provided by the Allegan County Sheriff's Department to be reviewed.
- Ongoing Master Plan coordination.
- Gradually updating & creating new permit applications where applicable.

Permits Issued 2026

Permit Type	Number Issued in April	Year to Date Issued
Zoning	6	19
Historic	1	8
Right of Way	1	13
Special Land Use	2	3
Total	**10**	**43**

Short Term Rental License's 2026

Zoning District	Number Issued in April	Year to Date Issued
Blue Star (LI-1)	-	-
City Center (C-1)	1	7
City Center Transitional Residential (R-4)	6	8
Community Residential (R-1)	20	54
Conservation Recreation & Camp (CRC)	-	-
Cultural/Community	-	-
Lake Street (R-2)	2	9
Maple Street (R-1)	2	7
Neighborhood Marine (NHM)	-	-
Peninsula North (Duneside – R-1)	-	1
Peninsula North (Riverside – R-1)	-	-
Peninsula South (R-1)	2	6
Peninsula West (R-1)	3	11
Resort (C-4)	6	8
Downtown Waterfront Preservation (C-2)	-	-
Water Street East (C-2)	5	9
Water Street North (C-1)	1	1
Water Street South (C-2)	-	-
Multi-Family Residential (R-3)	-	2
Total	**48**	**123**

Granicus Hotline Calls – April 2026

Type	Number of Calls
Trash	3
Parking	1

Open Casework

Items Associated with Granicus Short-Term Rental Hotline/System:

In addition to those specifically noted throughout this report, all Short Term Rental properties are logged, updated, & maintained within the Granicus software.

831 Holland	Tree Removal	Application received. Pending fee.
445 St. Joseph	Zoning	Application received for ADU. Pending engineering approval.
700 N Maple	Enforcement	Correspondence between resident and legal regarding sewer connection is ongoing.
510 Butler	Rezoning / Text Amendment	Application for rezoning and text amendment.
510 Butler	Special Land Use	SLU application for sale of liquor.
3365 Palmer	Sewer Connection	Application received for Township property to connect to City sewer. Review of agreement and submitted plans ongoing.
329 Water	Historic / Zoning	Rear yard deck application.
Chain Ferry	Historic	Application received for repair work and new hand railings.
106 Mason	Zoning	Application submitted for liquor license.
673 Lake	Historic / Zoning	Application for hardscaping.
640 Water St.	PUD	Historic District Commission materials review on 5/7.
525 Butler	Historic	Garage exterior renovations Historic District Commission review on 5/7.
586 Mason	STR Enforcement	Occupancy of 6 permitted and listing showing 12 post renovation.

Frontier N Maple	ROW	Work in ROW reviewed by engineering & DPW.
888 Holland	Historic / Zoning	Sign application.
302 Culver	Historic / Zoning	Sign application.
214 Butler	Sewer Connection	Application received. Updated plans submitted. MTS for inspection.
810 Allegan	Variance	Dimensional variance request for setbacks and lot coverage.
322 Culver	Zoning	Revokable license for expanded outdoor dining.
118 Hoffman (#2)	Short Term Rental	Application submitted, reviewed, and sent to Fire Department for inspection.
345 Griffith	Short Term Rental	Application submitted, reviewed, and sent to Fire Department for inspection.
510 S Maple	Short Term Rental	Application submitted, reviewed, and sent to Fire Department for inspection.
347 Water (#4)	Short Term Rental	Application submitted, reviewed, and sent to Fire Department for inspection.
347 Water (#3)	Short Term Rental	Application submitted, reviewed, and sent to Fire Department for inspection.
347 Water (#2)	Short Term Rental	Application submitted, reviewed, and sent to Fire Department for inspection.
□□□		Short Term Rental	Application submitted, reviewed, and sent to Fire Department for inspection.
633 Butler	Short Term Rental	Application submitted, reviewed, and sent to Fire Department for inspection.
647 Butler	Short Term Rental	Application submitted, reviewed, and sent to Fire Department for inspection.
230 Griffith	Short Term Rental	Application submitted, reviewed, and sent to Fire Department for inspection.
□□□		Short Term Rental	Application submitted, reviewed, and sent to Fire Department for inspection.
□□□		Short Term Rental	Application submitted, reviewed, and sent to Fire Department for inspection.
□□□		Short Term Rental	Application submitted, reviewed, and sent to Fire Department for inspection.

339 Lucy (Main)	Short Term Rental	Application submitted, reviewed, and needs additional information.
□□□□□□□	Short Term Rental	Application submitted, reviewed, and needs additional information.
□□□□□□□	Short Term Rental	Application submitted, reviewed, and needs additional information.
□□□□□□□	Short Term Rental	Application submitted, reviewed, and needs additional information.
□□□□□□□	Short Term Rental	Application submitted, reviewed, and needs additional information.

Closed Casework

630 Pleasant	STR Enforcement	Advertising STR without license.
651 Holland	STR Enforcement	STR garbage compliant.
291 Sugar Hill	Zoning	Application submitted and reviewed for single family home.
120 Mary	Enforcement	Landscaping as fencing at unpermitted height.
118 Hoffman	Liquor License	Liquor license application approved by Council.
248 Mason	Right of Way	ROW sign
594 N Maple	Zoning	Fence application.
983 Maple Woods	Zoning	Deck application.
201 Culver	SLU / HDC	Planning Commission & Historic District Commission approved expanded outdoor dining.
405 Park	SLU	SLU for pool oriented towards clientele.
1005 Elizabeth	Zoning	Fence application.
132 Mason	Zoning	Expanded outdoor dining application.
721 Lake	Historic	Repair of deteriorated wood stairs.
612 Holland	Short Term Rental	Application submitted. Fire Department inspected. License approved.

841 Holland	Short Term Rental	Application submitted. Fire Department inspected. License approved.
111 Park	Short Term Rental	Application submitted. Fire Department inspected. License approved.
555 Griffith	Short Term Rental	Application submitted. Fire Department inspected. License approved.
728 Lake	Short Term Rental	Application submitted. Fire Department inspected. License approved.
135 Grant	Short Term Rental	Application submitted. Fire Department inspected. License approved.
□□□□ËÏ¥Ö¦ ¾Ñ	Short Term Rental	Application submitted. Fire Department inspected. License approved.
129 Griffith (#13)	Short Term Rental	Application submitted. Fire Department inspected. License approved.
842 Lake (#7)	Short Term Rental	Application submitted. Fire Department inspected. License approved.
320 Mason (Barn)	Short Term Rental	Application submitted. Fire Department inspected. License approved.
320 Mason (Main)	Short Term Rental	Application submitted. Fire Department inspected. License approved.
1055 Holland	Short Term Rental	Application submitted. Fire Department inspected. License approved.
842 Lake (#1)	Short Term Rental	Application submitted. Fire Department inspected. License approved.
312 Hoffman	Short Term Rental	Application submitted. Fire Department inspected. License approved.
444 N Maple	Short Term Rental	Application submitted. Fire Department inspected. License approved.
991 Ridgeview	Short Term Rental	Application submitted. Fire Department inspected. License approved.
128 Elizabeth (#12)	Short Term Rental	Application submitted. Fire Department inspected. License approved.
332 Mary (#1)	Short Term Rental	Application submitted. Fire Department inspected. License approved.
332 Mary (#2)	Short Term Rental	Application submitted. Fire Department inspected. License approved.
332 Mary (#3)	Short Term Rental	Application submitted. Fire Department inspected. License approved.
781 Manchester	Short Term Rental	Application submitted. Fire Department inspected. License approved.
143 West	Short Term Rental	Application submitted. Fire Department inspected. License approved.
349 St. Joseph	Short Term Rental	Application submitted. Fire Department inspected. License approved.
153 Lucy (#1)	Short Term Rental	Application submitted. Fire Department inspected. License approved.
153 Lucy (#2)	Short Term Rental	Application submitted. Fire Department inspected. License approved.
153 Lucy (#3)	Short Term Rental	Application submitted. Fire Department inspected. License approved.
807 Lake (#1)	Short Term Rental	Application submitted. Fire Department inspected. License approved.
731 Water	Short Term Rental	Application submitted. Fire Department inspected. License approved.
138 West	Short Term Rental	Application submitted. Fire Department inspected. License approved.

630 Holland	Short Term Rental	Application submitted. Fire Department inspected. License approved.
807 Lake (#10)	Short Term Rental	Application submitted. Fire Department inspected. License approved.
411 Lake	Short Term Rental	Application submitted. Fire Department inspected. License approved.
347 Park	Short Term Rental	Application submitted. Fire Department inspected. License approved.
421 Water	Short Term Rental	Application submitted. Fire Department inspected. License approved.
807 Lake (#9)	Short Term Rental	Application submitted. Fire Department inspected. License approved.
237 Francis	Short Term Rental	Application submitted. Fire Department inspected. License approved.
743 Allegan	Short Term Rental	Application submitted. Fire Department inspected. License approved.
615 Park (#8)	Short Term Rental	Application submitted. Fire Department inspected. License approved.
533 Water (#3)	Short Term Rental	Application submitted. Fire Department inspected. License approved.
533 Water (#6)	Short Term Rental	Application submitted. Fire Department inspected. License approved.
533 Water (#7)	Short Term Rental	Application submitted. Fire Department inspected. License approved.
533 Water (#5)	Short Term Rental	Application submitted. Fire Department inspected. License approved.
245 Spear	Short Term Rental	Application submitted. Fire Department inspected. License approved.
339 Lucy (ADU)	Short Term Rental	Application submitted. Fire Department inspected. License approved.
410 Hoffman	Short Term Rental	Application submitted. Fire Department inspected. License approved.
229 Francis	Short Term Rental	Application submitted. Fire Department inspected. License approved.
338 Park	Short Term Rental	Application submitted. Fire Department inspected. License approved.
338.5 Park	Short Term Rental	Application submitted. Fire Department inspected. License approved.
547 Water (#3)	Short Term Rental	Application submitted. Fire Department inspected. License approved.

Respectfully submitted,

Grayson Moore

Grayson Moore - Director of Planning & Zoning

City of Saugatuck
Status Report of Engineering Activities
May 7, 2026

General Consultation

- Developed a proposal for inspection of larger culvert crossings and storm sewer outfalls. This work could be completed in phases and areas of concern could be prioritized.

- Pavement Markings: 2026 work is in process. Crosswalks, stop bars and Oval Beach are complete. Other parking and centerlines are anticipated to be complete the week of May 11. Current contract is 2025-2027.

- Assisting with review of water and sewer agreements as needed.

EGLE Technical, Managerial and Financial (TMF) Project

- The project is complete, final documents have been submitted to EGLE and notices have been sent to customers. Assisting staff with answering customer questions.
- Will be working with City staff on a plan to eliminate remaining unknowns and replace lead/galvanized services by the federal and state deadlines (11/1/2037 and 1/1/2041, respectively). Water services are being evaluated with all ongoing projects to help make progress.
- Resubmitted the EGLE DWSRF Project Plan for service line replacement to try to take advantage of additional funding available. Scoring is underway at EGLE.

Mt. Baldhead Projects

- Restroom Building Replacement
  - Final walkthrough was held on April 21.
  - Retainage will be released once grass is established.
- Observation Platform Replacement
  - Preliminary design work is underway.
  - Construction is targeted for fall 2026 or spring 2027, depending on the timeframe for design, stakeholder engagement and permitting.

Maple Street Improvements

- Construction is underway in the downtown areas (Coghlin Park, Wicks Park, Francis St road end, Spear Street launch area and Mary Street between Water and Butler) and is anticipated to be complete in the next two weeks (May 22 deadline).
- Schippers will be transitioning to Maple Street as work downtown is completed.
- Installation of valves on Water Street is tentatively being rescheduled for mid-October. A change order to adjust the milestone dates is pending approval.
- Construction is anticipated to be completed November 2026.

Parking Study

- Off-peak parking counts were obtained on Saturday, May 2.
- On-peak counts are tentatively scheduled for July.

Park Street Improvements – Study Phase

- The City received funding from EGLE's Michigan Coastal Management Program, which will fund up to 50% of the planning cost.
- Survey field work is complete. Once mapping is complete we will schedule a kickoff meeting to review the data and re-engage with the Parks & Public Works Committee, Park Street Study Group and other stakeholders.

City Hall Interior Renovations

- Prepared an updated concept based on feedback received from staff and will be reviewing it with staff soon.

Elizabeth Street Improvements

- Public open house was held on April 28 and feedback is being incorporated.
- Projected schedule is planning work in early 2026, design in mid-2026, bidding in late 2026 and construction in 2027.

Village Square Court Renovation

- Survey work and soil borings are complete. Design is underway.
- We anticipate construction will take place in fall 2026 or spring 2027, depending on the timeframe for design, stakeholder engagement, etc.

Wicks Park and Village Square Restroom Interior Renovations

- Met with City staff April 21 to review scope/needs. Will refine the scope based on staff feedback and develop a proposal for design.

April 2026

Total calls – 49

Total traffic stops – 34

Total school contacts – 13

Response time – 17 min average

Call Date/Time	Incident Type
04/30/2026 22:02:56	General Assist
04/29/2026 22:00:36	General Assist
04/28/2026 20:42:41	Civil
04/28/2026 14:07:16	Suspicious Situation
04/28/2026 11:25:22	Lewd/Obscene
04/27/2026 01:04:44	Suspicious Situation
04/26/2026 22:21:03	General Assist
04/25/2026 22:05:18	General Assist
04/23/2026 16:37:29	Found Property
04/23/2026 16:37:29	Found Property
04/22/2026 22:46:34	General Assist
04/22/2026 11:37:33	Animal-Dog Running
04/22/2026 08:26:16	General Assist
04/21/2026 22:04:30	General Assist
04/20/2026 22:00:18	General Assist
04/20/2026 11:53:06	Animal-Dog Running
04/19/2026 22:14:51	Accident All Other
04/19/2026 13:27:01	Check Welfare
04/18/2026 22:39:36	General Assist
04/18/2026 13:46:15	Check Welfare
04/18/2026 13:44:44	Larceny
04/17/2026 22:39:55	General Assist
04/17/2026 21:59:57	General Assist
04/16/2026 22:24:12	General Assist
04/16/2026 20:23:57	Motorist Assist
04/16/2026 02:08:06	Alarm
04/15/2026 23:03:09	General Assist
04/15/2026 22:30:13	General Assist
04/14/2026 22:31:19	Animal-Welfare
04/14/2026 22:00:23	General Assist
04/14/2026 14:33:44	Civil
04/13/2026 00:18:08	Alarm
04/12/2026 23:20:34	General Assist
04/11/2026 22:04:42	General Assist
04/11/2026 14:12:58	Animal-Dog Running
04/10/2026 22:28:02	General Assist
04/09/2026 22:57:24	Check Welfare
04/09/2026 21:58:01	General Assist
04/09/2026 09:39:15	Conservation
04/07/2026 22:04:48	General Assist
04/07/2026 19:16:40	Trespassing
04/07/2026 18:08:11	General Assist
04/06/2026 22:33:02	General Assist
04/05/2026 01:11:15	Assist Other Agencies
04/04/2026 20:30:00	Check Welfare
04/03/2026 15:13:15	Parking Violation
04/02/2026 22:01:42	General Assist
04/02/2026 16:27:11	Harassment/Threats
04/01/2026 22:28:26	General Assist

Judson Heath
Colonial Inn

Saugatuck City Council

102 Butler Street

Saugatuck, Michigan 49453

Re: Water Service Shutoff/Boil Order May 5-8

Dear Councilmembers and Mayor Anderson,

My name is Jennifer Davenport. My husband Steve Boyd and I own the Judson Heath Colonial Inn at 607 Butler Street in Saugatuck. Our water and sewer service are located on the Francis Street line and we are in the affected area. We are asking you to reschedule the water service shutoff and boil order scheduled for May 5-8 that we were notified of on the afternoon of Friday May 1, 2026.

We cannot operate our bed and breakfast without water service and/or potable water. If the preventive maintenance to replace the water valves goes forward as scheduled, we will be forced to close our business from May 5 through May 8 due to the water shutoff and 48 hour boil order. As of May 1st the guest reservations that we would need to cancel amount to 25 room nights. This amounts to over $10,000 in lost income. We will file a claim with our insurance carrier under the business interruption clause of our policy. Our carrier will in turn look to claw back that loss in a subrogation suit against the City of Saugatuck. As Saugatuck taxpayers we do not want to see that happen and hope this can be avoided. Additionally, we are not the only lodging property that will be forced to close from May 5-8, not to mention the restaurants.

Preventive maintenance of critical infrastructure is essential. This work needs to be done. But timing is everything.

Tulip Time Festival May 1-10 in Holland is the soft opening to the summer business season in Saugatuck and our region. Visitors and our guests from around the world book months in advance to attend this event. Among those visitors we have VIP guests arriving from France on May 5th who booked months ago who we would now need to cancel. Frankly, it's embarrassing. In addition, May 5th is Cinco de Mayo. For restaurant owners coming out of the off-season, this is an incredibly busy day and a welcome restart to earning again.

We are small business owners, as are most of the businesses in Saugatuck. In January 2016 we purchased a property that was widely known as the blight of the town. We invested well over a million dollars, which at the time was substantial, and created our inn. We love this town. There is one industry in this town: Tourism. That has not changed for well over 100 years. It's what brought most of us here. Without it there would not be the restaurants and shops that we all enjoy.

Our ask: Move the preventive maintenance replacement of the water valves to a date in November after the season. The impact of a water shutoff/boil order on our business as well as all the Water Street lodging partners and restaurants will be significant. While this should be done, it is not an emergency.

Thank you,

Jennifer Davenport & Stephen Boyd

Judson Heath Colonial Inn

607 Butler Street

Saugatuck, Michigan 49453



Jamie Wolters

From: Brian Elmore
Sent: Friday, May
To: Jamie Wolter
Subject: Opposition t

Caution: Ext

First-Time Se

Shoreli

Safe Spam Phish More... FAQ Protection by INKY

Caution: This email originated from outside of the organization. DO NOT click on links or open attachments unless you recognize the sender and know the content is safe.

Dear Saugatuck City Council,

I am writing to express my concern regarding the short-notice, non-emergency water disruption notices sent to local businesses today, May 1. This disruption will significantly impact their ability to operate, particularly with the upcoming Cinco de Mayo holiday, an important revenue day during the off-season.

It is difficult to understand how this situation arose with such limited notice. The lack of planning and communication is deeply concerning. Many businesses have already made financial commitments, including food purchases, staffing arrangements, and other operational preparations, in anticipation of normal operations during this time.

This level of disruption, without adequate notice, places an unnecessary burden on the hardworking local businesses that support our community year-round. I urge the Council to reconsider the timing of this work and explore rescheduling it to allow businesses sufficient time to prepare and adjust accordingly.

Thank you for your consideration.

Sincerely,

Brian Elmore

985 Ridgeview Ln

Jamie Wolters

From: Julie Maguire
Sent: Friday, May 1,
To: Jamie Wolters
Subject: Attn CITY COUNCIL regarding 5/5-5/6 business closures

Extern

Shoreli

Graymail Spam Phish More... FAQ Protection by INKY

Caution: This email originated from outside of the organization. DO NOT click on links or open attachments unless you recognize the sender and know the content is safe.

I'm asking this to be forwarded to those making these decisions. I'm emailing as a city resident and friend of downtown business owners that received a notice today 5/1 for next week Tues/Wed. What kind of notice is that for any business or homeowner? Tuesday is one of the few busy dates this time of year and they are just supposed to close down? I'm sure they've all made extra staffing arrangements and now they get two business days of notice that there's no water. Please readjust this for the sake of our small businesses. The city doesn't do any marketing to encourage events so please don't take away the chances we do have for a good day downtown.
Thank you.

Julie Maguire
541 Mason St

Jamie Wolters

From: no-reply@weebly.com
Sent: Friday, May 1, 2026 8:58 PM
To: Jamie Wolters
Subject: New Form Entry: Website Communication for Council

Caution: External (no-reply@weebly.com)

Graymail Details

Shoreli

Not Graymail Spam Phish More... FAQ Protection by INKY

Caution: This email originated from outside of the organization. DO NOT click on links or open attachments unless you recognize the sender and know the content is safe.

You've just received a new submission to your Website Communication for Council.
Mark as Spam

Submitted Information:

Name
Lew Wessel

Email
[redacted]

Address
346 Mary Street
Saugatuck, MI United States 49453

Are you a resident of the City of Saugatuck?
Yes

Please share your comments
Dear Council Members,
>
> My name is Lew Wessel. I'm a homeowner and STR license holder on Mary Street and have been Rakesh Madhava's neighbor for almost 20 years.
>
> I've read both of his proposals and think they raise legitimate questions that deserve an open discussion. My personal view is that Rakesh shouldn't have lost his license — the situation involved circumstances beyond his control and a Council vote in January that everyone in the room understood would cover his property. But I recognize that's a question for this Council to decide, not me.
>
> What I'd ask for regardless of where anyone comes down on the merits is simply this: a frank and open discussion of the proposals at the May 6 workshop and a formal vote at the May 11 meeting. The factual and administrative questions raised in Rakesh's letters are worth airing publicly. That conversation will bring more clarity to how the STR ordinance is being administered — and that benefits the whole community, not just one property owner.
>
> As a fellow STR holder I have a real interest in understanding how this ordinance works in practice. I suspect I'm not alone in that. A healthy dialogue on these issues is good for the ordinance whatever the outcome.
>
> Thank you for your service to this community.
>

Jamie Wolters

From: no-reply@weebly.com
Sent: Monday, May 4, 2026 9:41 AM
To: Jamie Wolters
Subject: New Form Entry: Website Communication for Council

Caution: External (no-reply@weebly.com)

Graymail Details

Shoreli

Not Graymail Spam Phish More... FAQ Protection by INKY

Caution: This email originated from outside of the organization. DO NOT click on links or open attachments unless you recognize the sender and know the content is safe.

You've just received a new submission to your Website Communication for Council.
Mark as Spam

Submitted Information:

Name
Rosemary Johnson

Email
[redacted]

Address
500 Mill St.
Saugatuck, MI 49453

Are you a resident of the City of Saugatuck?
Yes

Please share your comments

While taking the Rebanding Project Survey, I noted that there was no way to express my thoughts on leaving the logo alone. It appears that the city has already decided that the current branding needs to change. There is no option in the survey to express the opinion that the logo is fine. An option to leave the brand as it is doesn't exist.

Jamie Wolters

From: RANDALL MILLER
Sent: Saturday, May 2, 2026 10:15 PM
To: Jamie Wolters
Subject: Water Shut Off

Caution: External

First-Time Sender Details

Shoreli

Safe Spam Phish More... FAQ Protection by INKY

Caution: This email originated from outside of the organization. DO NOT click on links or open attachments unless you recognize the sender and know the content is safe.

Dear Saugatuck City Council,

While I applaud your efforts to handle valve replacements in the Water Street area, I suggest that you reconsider the timing. To shut off water on Cinco de Mayo reflects a lack of sensitivity to many who will be celebrating this holiday, which is important for many of our residents. Lack of water on that day is unwise.

Also, please consider more advanced notice for such shut off plans.

Thank you for your consideration,

Randall Miller

Dr. Randall R. Miller
976 Ridgeview Lane

Jamie Wolters

From: Catherine Simon <[redacted]>
Sent: Saturday, May 2, 2026 3:01 PM
To: Russ Gardner; Chris Peterson; Gregory Muncey; Jamie Wolters; Holly Anderson; Lauren Stanton; Joe Clark
Subject: Water Service Interruption

Follow Up Flag: Follow up
Flag Status: Flagged

Caution: External [redacted]

Shoreli Technology Solutions

Safe Spam Phish More... FAQ Protection by INKY

Caution: This email originated from outside of the organization. DO NOT click on links or open attachments unless you recognize the sender and know the content is safe.

May 2, 2026

To: City Of Saugatuck

From: Catherine L. Simon

Re: Upcoming Water Service Interruption

The notice sent to residents and the Business Community this past Friday afternoon regarding the water service interruption is the result of the following rational.

The first would be the utter stupidity of our leaders to compromise the business community during Tulip Time, Cinco Daimyo and the May season of graduations etc. The decision making of management and council is completely devoid of any awareness of the community they supposedly govern and serve. The majority of businesses by their very nature plan ahead. Such planning entails accepting reservations, ordering supplies-food and scheduling staff.

The second rational of thinking is the cities utter disdain for the business community overall. Similar to the untimely notice relative to the downtown Xfinity upgrades. Notice was only provided hours in advance. Our current leaders fail to recognize the only industry in our community is boating, recreation and tourism. They expend time and monetary resources to create a walking park no one uses next to the city dump while the elephant in the room this week is Tulip Time, the soft kickoff to the season. Once again, I will reiterate, the season only lasts twelve weeks.

Unfortunately, only a minority of council members are sensitive to these issues. That does not bode well for any change or insight. Be assured though, my business license was paid on time for nothing.

I request this memo be read into the minutes aloud at your next meeting.