



City Council Agenda Item Report

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

MEETING DATE: January 12, 2026

SUBJECT: Mt. Baldhead Restroom – Change Orders

DESCRIPTION:

The City of Saugatuck accepted the bid submitted by Midwest Construction Group Inc. in the amount of \$298,000.00 to construct new restrooms at the base of Mt. Baldhead. City Council also approved an additional 10% for contingency as there were unknowns for the water and sewer lines. To date, one change order has been approved which modified the start date to post Labor Day. This was done to minimize disruptions to the park during busy summer use.

City staff and Fleis & Vandenbrink Engineering are recommending approval of four additional change orders for the existing contract which are summarized below:

Change Order #1 – Time Extension

To minimize disturbances to park users during peak usage times, the project start date was pushed back to September 8, 2025. This was previously approved.

Change Order #2 – Electrical Supply

The original plan was to run an independent electrical supply feed directly to the new restroom building, however, Consumer's Energy has limits on the number of services a single property can have so this option was eliminated. The power for the restroom is drawn from the power supply that feeds the radar dome at the summit. This change resulted in a price increase of **\$115.00** bringing the total contract amount to **\$298,115.00**. This change order is also necessary to allow additional time.

Change Order #3 – Tarriff Price Increases

Due to tariffs that took effect in March of 2025 on aluminum, the price of the doors increased by **\$3,074.00** which increased the total contract price of the restrooms to **\$301,189.00**.

Change Order #4 – Water Service Location

The contractors had difficulty locating the existing service line resulting in additional time and labor to explore and install a new service. This change order requests additional time and a price increase of **\$9,090.11** bringing the total contract price of the restrooms to **\$310,279.11**



Change Order #5 – Demolition

Demolition costs were lowered due to a local business owner paying to have the existing building disconnected and relocated outside of the City. This **\$1,000.00 Credit** reduces the total project cost to **\$309,279.11**.

Enclosed – Original Contract

Enclosed – Change Order #1

Enclosed – Change Order #2

Enclosed – Change Order #3

Enclosed – Change Order #4

Enclosed – Change Order #5

BUDGET ACTION REQUIRED:

These change orders keep this project within the **\$328,000.00** originally budgeted for this project.

COMMITTEE/COMMISSION REVIEW:

N/A

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Motion to approve change orders 2-5 to the open contract with Midwest Construction Group Inc.

CHANGE ORDER NO.: 1

Owner: City of Saugatuck
Engineer: Fleis & VandenBrink
Contractor: Midwest Construction Group
Project: Mt. Baldhead Restroom Replacement
Contract Name: N/A
Date Issued: May 21, 2025
Owner's Project No.: N/A
Engineer's Project No.: 860451
Contractor's Project No.: N/A
Effective Date of Change Order: May 21, 2025
The Contract is modified as follows upon execution of this Change Order:

Description: The Contract Times are hereby changed to reflect a mobilization date on or after September 8, 2025.

Attachments: None

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 298,000.00	Original Contract Times: Substantial Completion: August 15, 2025 Ready for final payment: August 29, 2025
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: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: \$ 298,000.00	Contract Times prior to this Change Order: Substantial Completion: August 15, 2025 Ready for final payment: August 29, 2025
Increase (Decrease) this Change Order: \$ 0.00	Increase (Decrease) this Change Order: Substantial Completion: 112 days Ready for final payment: 112 days
Contract Price incorporating this Change Order: \$ 298,000.00	Contract Times with all approved Change Orders: Substantial Completion: December 5, 2025 Ready for final payment: December 19, 2025

Recommended by Engineer (if required)
By: _____
Title: Jon Moxey, PE, Project Manager
Date: _____

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

Authorized by Contractor

Approved by Funding Agency (if applicable)
N/A

CHANGE ORDER NO. 002

Engineer: City of Saugatuck
Contractor: Fleis & VandenBrink Engineering
Project: Midwest Construction Group, Inc
Date Issued: MT Baldhead Restroom
May 21, 2025

Engineer's Project No.: 860451
Contractor's Project No.: N/A
Effective Date of Change Order: Nov 10, 2025

Description: Feed appropriate power to the restroom building from existing pole located at the MT Baldhead steps. This consists a requirement of a Transformer and a 60 Amp disconnect inside the restroom building mechanical room. This change order also requests additional time due to Tribal requests in September to push the start date a week.

Item No	Item Description	Unit	Est. Qty	Unit Price	Total Amount
23	Electrical	LS	1	\$ 4,650.00	\$ 4,650.00
24	Utility Connection Allowance	LS	1	\$ (5,000.00)	\$(5,000.00)
2	Contractor Fee	LS	1	\$ 465.00	\$ 465.00
				Total Add	\$ 115.00

Attachments: **-Change Event #004 & Email Approval**

Change in Contract Price

Original Contract Price:
\$ 298,000.00
Increase/Decrease from previously approved Change Orders No. 0 to No 1
\$ 0.00
Contract Price prior to this Change Order:
\$ 298,000.00
Increase this Change Order:
\$ 115.00
Contract Price incorporating this Change Order:
\$ 298,115.00

Change in Contract Times

Original Contract Times:
Substantial Completion: August 15, 2025
Ready for final payment: August 29, 2025
Increase/Decrease from previously approved Change Orders No.0 to No.1
Substantial Completion: 112 days
Ready for final payment: 112 days
Contract Times prior to this Change Order:
Substantial Completion: 12/05/2025
Ready for final payment: 12/19/2025
Increase/Decrease this Change Order:
Substantial Completion: 7 days
Ready for final payment: 7 days
Contract Times with all approved Change Orders:
Substantial Completion: 12/12/2025
Ready for final payment: 12/26/2025

Recommended by Engineer (if required)

By: Jonathan W. Moxey
Title: Jon Moxey, Project Manager
Date: 12/5/2025

Authorized by Contractor

Connor Grysen
Assistant Project Manager
11/10/2025

Authorized by Owner

By: _____
Title: _____
Date: _____

Approved by Funding Agency (if applicable)

N/A

CHANGE ORDER NO. 003

City of Saugatuck
Engineer: Fleis & VandenBrink Engineering
Contractor: Midwest Construction Group, Inc
Project: MT Baldhead Restroom
Date Issued: May 21, 2025
Engineer's Project No.: 860451
Contractor's Project No.: N/A
Effective Date of Change Order: Nov 14, 2025

Description: Tariff increase on Aluminum doors. These increases on aluminum went into effect in March of 2025.

Item No	Item Description	Unit	Est. Qty	Unit Price	Total Amount
18	Glass & Glazing	LS	1	\$ 3,074.00	\$ 3,074.00
				Total Add	\$ 3,074.00

Attachments:

Change in Contract Price

Original Contract Price:
\$ 298,000.00
Increase/Decrease from previously approved Change Orders No. 0 to No 2
\$ 115.00
Contract Price prior to this Change Order:
\$ 298,115.00
Increase this Change Order:
\$ 3,074.00
Contract Price incorporating this Change Order:
\$ 301,189.00

Change in Contract Times

Original Contract Times:
Substantial Completion: August 15, 2025
Ready for final payment: August 29, 2025
Increase/Decrease from previously approved Change Orders No.0 to No.2
Substantial Completion: 119 days
Ready for final payment: 119 days
Contract Times prior to this Change Order:
Substantial Completion: 12/12/2025
Ready for final payment: 12/26/2025
Increase/Decrease this Change Order:
Substantial Completion: 0 days
Ready for final payment: 0 days
Contract Times with all approved Change Orders:
Substantial Completion: 12/12/2025
Ready for final payment: 12/26/2025

Recommended by Engineer (if required)
By: Jonathan W. Moxey
Title: Jon Moxey, Project Manager
Date: 12/5/2025

Authorized by Contractor
Connor Grysen
Assistant Project Manager
11/14/2025

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

Approved by Funding Agency (if applicable)

N/A



(616) 928-1033
www.glassimages.net

Estimate

2/13/2025

Midwest Construction Group, Inc
16 S. Elm St.
Zeeland, MI 49464

616.772.6070

Project:

Estimate #	Purchase Order #	E-mail
31517		AP@midwestbuilt.com

Qty	Description	Total
	Estimate for Installation of Flush Aluminum Entry Doors Includes Addendum #1 Details and Hardware Special-Lite Aluminum Entry Door System - (3) 3'0" x 7'2" SL-16 Single Doors - 2" x 4 1/2" Perimeter Frame - Painted Finish Bone White - Hardware per Hardware Schedule - Complete Installation Labor	18,325.00

Estimate pricing is valid for up to 15 days

Signature _____

Subtotal	\$18,325.00
Sales Tax (6.0%)	\$0.00
Total	\$18,325.00

Glass Images Inc.
4142 Blue Star Highway
Holland, MI 49423



(616) 928-1033
www.glassimages.net

Estimate

2/13/2025

Midwest Construction Group, Inc
16 S. Elm St.
Zeeland, MI 49464

616.772.6070

Project:

Estimate #	Purchase Order #	E-mail
31517		AP@midwestbuilt.com

Qty	Description	Total
	Estimate for Installation of Flush Aluminum Entry Doors Includes Addendum #1 Details and Hardware Pricing Updated 8/19/25 Special-Lite Aluminum Entry Door System - (3) 3'0" x 7'2" SL-16 Single Doors - 2" x 4 1/2" Perimeter Frame - Painted Finish Bone White - Hardware per Hardware Schedule - Complete Installation Labor	21,399.00

Estimate pricing is valid for up to 15 days

Signature _____

Subtotal	\$21,399.00
Sales Tax (6.0%)	\$0.00
Total	\$21,399.00

Glass Images Inc.
4142 Blue Star Highway
Holland, MI 49423

CHANGE ORDER NO. 004

City of Saugatuck
Engineer: Fleis & VandenBrink Engineering
Contractor: Midwest Construction Group, Inc
Project: MT Baldhead Restroom
Date Issued: May 21, 2025

Engineer's Project No.: 860451
Contractor's Project No.: N/A
Effective Date of Change Order: December 05, 2025

Description: Cost to locate water utility location. Through extensive searching with GPR, Pipe Locators and manpower, the water line was not in the location of the Existing Conditions plan. A relative location was eventually found going North, where a corp stop was impossible to locate. A request for additional time has been made to complete this project with it's entirety. We anticipate Occupancy sooner than this, but the site will not be complete until spring with landscape touchups, if needed.

Item No	Item Description	Unit	Est. Qty	Unit Price	Total Amount
4	Site Work	LS	1	\$ 7,503.74	\$ 7,503.74
1	General Conditions	LS	1	\$ 760.00	\$ 760.00
2	Contractor Fee	LS	1	\$ 826.37	\$ 826.37
				Total Add	\$ 9,090.11

Attachments:

Change in Contract Price

Original Contract Price:
\$ 298,000.00
Increase from previously approved Change Orders No. 0 to No 3
\$ 3,189.00
Contract Price prior to this Change Order:
\$ 301,189.00
Increase this Change Order:
\$ \$9,090.11
Contract Price incorporating this Change Order:
\$ 310,279.11

Change in Contract Times

Original Contract Times:
Substantial Completion: August 15, 2025
Ready for final payment: August 29, 2025
Increase/Decrease from previously approved Change Orders No.0 to No.3
Substantial Completion: 119 days
Ready for final payment: 119 days
Contract Times prior to this Change Order:
Substantial Completion: 12/12/2025
Ready for final payment: 12/26/2025
Increase/Decrease this Change Order:
Substantial Completion: 19 days
Ready for final payment: 125 days
Contract Times with all approve Change Orders:
Substantial Completion: 12/31/2025
Ready for final payment: 04/30/2026

Recommended by Engineer (if required)

By: Jonathan W. Moxey
Title: Jon Moxey, Project Manager
Date: 12/5/2025

Authorized by Owner

By: _____
Title: _____
Date: _____

Authorized by Contractor

Connor Grysen
Assistant Project Manager
12/05/2025

Approved by Funding Agency (if applicable)

N/A

CHANGE ORDER NO. 005

Engineer: City of Saugatuck
Contractor: Fleis & VandenBrink Engineering
Project: Midwest Construction Group, Inc
MT Baldhead Restroom
May 21, 2025

Engineer's Project No.: 860451
Contractor's Project No.: N/A
Effective Date of Change Order: December 29, 2025

Date Issued:

Description: Credit Cost for existing restroom removal.

Item No	Item Description	Unit	Est. Qty	Unit Price	Total Amount
4	Site Work	LS	1	\$ (550.00)	\$ (550.00)
1	General Conditions	LS	1	\$ (450.00)	\$ (450.00)
				Total Credit	\$ (1,000.00)

Attachments:

Change in Contract Price

Original Contract Price:
\$ 298,000.00
Increase from previously approved Change Orders No. 0 to No 4
\$ 12,279.11
Contract Price prior to this Change Order:
\$ 310,279.11
Decrease this Change Order:
\$ 1,000.00
Contract Price incorporating this Change Order:
\$ 309,279.11

Change in Contract Times

Original Contract Times:
Substantial Completion: August 15, 2025
Ready for final payment: August 29, 2025
Increase/Decrease from previously approved Change Orders No.0 to No.4
Substantial Completion: 119 days
Ready for final payment: 119 days
Contract Times prior to this Change Order:
Substantial Completion: 12/12/2025
Ready for final payment: 12/26/2025
Increase/Decrease this Change Order:
Substantial Completion: 19 days
Ready for final payment: 125 days
Contract Times with all approve Change Orders:
Substantial Completion: 12/31/2025
Ready for final payment: 04/30/2026

Recommended by Engineer (if required)
By: Jonathan W. Moxey
Title: Project Manager
Date: 1/1/2026

Authorized by Contractor
Connor Grysen
Assistant Project Manager
12/29/2025

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

Approved by Funding Agency (if applicable)

SECTION 00 52 00

AGREEMENT

This Agreement is by and between the City of Saugatuck ("Owner") and **Midwest Construction Group**. ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Mt. Baldhead Restroom Replacement.

ARTICLE 2 - THE PROJECT

- 2.01 Project, of which the Work under the Contract Documents is a part, is generally described as follows: Mt. Baldhead Restroom Replacement.

ARTICLE 3 - ENGINEER

- 3.01 The Owner has retained Fleis & VandenBrink Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially complete on or before **August 15, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **August 29, 2025**.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$100** for each day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5 - CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract.
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit totaling \$298,000.00.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 90 percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - 2) Zero percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Interest*

- A. All amounts not paid when due will bear interest at the percent per annum rate 2.0% higher than the Prime Rate on the date of bid opening.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual.
 - 6. Drawings (not attached but incorporated by reference) consisting of 12 sheets with each sheet bearing the following general title: Mt. Baldhead Restroom Replacement.
 - 7. Addenda (numbers 1 to 3, inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 - REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, if any, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution.
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C 700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____, 2025 (which is the Effective Date of the Contract).

Owner:

City of Saugatuck

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

102 Butler Street

PO Box 86

Saugatuck, MI 49453

Designated Representative:

Name: Scott Herbert

(typed or printed)

Title: Superintendent of Public Works

(typed or printed)

Contractor:

Midwest Construction Group

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

16 S. Elm Street

Zeeland, MI 49464

Designated Representative:

Name: Connor Grysen

(typed or printed)

Title:

(typed or printed)

Address:

102 Butler Street

PO Box 86

Saugatuck, MI 49453

Phone: (269) 857-2603 x7

Email: scott@saugatuckcity.com

Address:

16. S. Elm St.

Zeeland, MI 49464

Phone: (616) 772-6030

Email: comorg@midwestbuilt.com

License No.: 2102200868
(where applicable)

State: Michigan

END OF SECTION

City of Saugatuck

Memo

To: Saugatuck City Council

From: Anthony E. Meyaard, Assessor

Date: January 7, 2026

Re: Approval of the 2026 Poverty Exemption Guidelines

PA 253 of 2020 amended MCL 211.7u, which requires the City Council to approve and adopt Poverty Exemption Guidelines on an annual basis. The attached resolution and policy have been updated with the income levels as approved by the U.S. Department of Health and Human Services for 2026.

In addition, you will find the Poverty Exemption Application as approved by the State Tax Commission. In the past, the City created and used its own application; however, since the passage of PA 253 of 2020, we are required to use the State-approved form.

I respectfully request City Council approval of the attached poverty exemption resolution and guidelines in order to remain in compliance with MCL 211.7u.

Respectfully submitted,

Anthony E. Meyaard
City of Saugatuck Assessor

**CITY OF SAUGATUCK COUNTY OF ALLEGAN STATE OF MICHIGAN
RESOLUTION NO. 260112-A**

**A RESOLUTION APPROVING THE ADOPTION OF GUIDELINES FOR POVERTY
EXEMPTIONS FOR 2026**

WHEREAS, the adoption of guidelines for poverty exemptions is within the purview of the City Council, and

WHEREAS, the homestead of persons who, in the judgment of the Supervisor and Board of Review, by reason of poverty, are unable to contribute to the public charges is eligible for exemption in whole or part from taxation under Public Act 390, 1994 (MCL 211.7u) and as amended by PA 620 of 2002 and further amended by PA 253 of 2020; and

WHEREAS, pursuant to PA 390, 1994, PA 620, 2002 and PA 253 of 2020, City of Saugatuck, Allegan County adopts the following guidelines for the Board of Review to implement. The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns, filed in the immediately preceding year,

To be eligible, a person shall meet all the following requirements:

- 1) Be an owner of and occupy as a principal residence of the property for which an exemption is requested.
- 2) File a claim with the Chairman, Assessor or Board of Review, accompanied by federal and state income tax returns **for all persons** residing in the homestead, including any property tax credit returns filed in the immediately preceding year UNLESS the attached affidavit is completed for each person that is not required by law to file Federal and/or State income tax return(s).
- 3) Produce a valid driver's license or other form of identification.
- 4) Produce a deed, land contract, or other evidence of ownership of the property for which an exemption is required, if requested.
- 5) Meet the federal poverty income standards as defined and determined annually by the United States Office of Management and Budget (see attached).
- 6) Have assets totaling no more than the income level equal to the federal poverty guidelines for the number of individuals in the household, not including the primary residence and one vehicle.
- 7) The application for an exemption shall be filed after January 1, but before the day prior to the last day of Board of Review in the year that the exemption is being requested.
- 8) Any additional eligibility requirements allowed by law as determined by the Township Board of Review.

NOW, THEREFORE BE IT HEREBY RESOLVED that the Board of Review shall follow the above stated policy and federal guidelines in granting or denying an exemption.

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

ADOPTED this _____ day of _____, 2026.

CITY OF SAUGATUCK

BY: _____
Holly Anderson, Mayor

BY: _____
Jamie Wolters, City Clerk

CERTIFICATION

I, Jamie Wolters, the duly appointed Clerk of the City of Saugatuck do hereby certify the foregoing is a true and complete copy of a resolution adopted by the City Council at a regular meeting held _____, 2026.

Signed: _____
Jamie Wolters, City Clerk

FEDERAL POVERTY INCOME STANDARDS FOR 2025 ASSESSMENTS

The following are the federal poverty income standards as of December 31, 2025 for use in setting poverty exemption guidelines for 2026 assessments.

<u>Federal Poverty Income Guidelines a</u>	
Number of Persons Residing in the Principal Residence	Maximum Total Income
1	\$15,650
2	\$21,150
3	\$26,650
4	\$32,150
5	\$37,650
6	\$43,150
7	\$48,650
8	\$54,150
Each Additional Person \$5,500	

Income Guidelines

The income guidelines used by the Board of Review have been established in accordance with P.A. 390 of 1994. In determining qualifications for the exemption, the Board of Review shall consider every variable on the application including total household income, the nature and duration of the income stream, the current taxable and state equalized values of the subject property, the quality and accuracy of the information submitted and any other such evidence as they feel appropriate in making their decision. These guidelines shall assist the Board of Review in their decisions.

2026 Poverty Income Guidelines Range for City of Saugatuck

<u>Number of Persons Residing in the Principal Residence</u>	<u>Household Income</u>	<u>Recommended Board Action Exemption % Percentage Granted</u>
1	\$0 - \$15,650 \$19,560 \$23,480 Max \$27,390	Maximum 100% At this range point 75 % At this range point 50 % At this range point 25 %
2	\$0 - \$21,150 \$26,440 \$31,730 Max \$37,010	Maximum 100 % At this range point 75 % At this range point 50 % At this range point 25 %
3	\$0 - \$26,650 \$33,310 \$39,980 Max \$46,640	Maximum 100 % At this range point 75 % At this range point 50 % At this range point 25 %
4	\$0 - \$32,150 \$40,190 \$48,230 Max \$56,260	Maximum 100 % At this range point 75 % At this range point 50 % At this range point 25 %
5	\$0 - \$37,650 \$47,060 \$56,480 Max \$65,890	Maximum 100 % At this range point 75 % At this range point 50 % At this range point 25 %
6	\$0 - \$43,150 \$53,940 \$64,730 Max \$75,510	Maximum 100 % At this range point 75 % At this range point 50 % At this range point 25 %
7	\$0 - \$48,650 \$60,810 \$72,890 Max \$85,140	Maximum 100 % At this range point 75 % At this range point 50 % At this range point 25 %

8	\$0 - \$54,150	Maximum 100 %
	\$67,690	At this range point 75 %
	\$81,230	At this range point 50 %
	Max \$94,760	At this range point 25 %
	Each Additional Person \$ 5,500	

Assets (not including the primary residence) shall not exceed \$15,000

2026 Poverty Exemption Application Instructions

THIS APPLICATION SHOULD BE RETURNED TO:

Mailing Address & Building Location:

City of Saugatuck, 102 Butler St, Saugatuck, MI 49453

City Of Saugatuck
www.Saugatuckcity.com

To be considered for a hardship exemption, the following steps must be followed:

1. The Petitioners must complete this application **IN FULL** including signatures on the last page. Return the application and attachments to the Assessing Department after January 1, but before the day prior to the last day of Board of Review in the year that the exemption is being requested.
2. Per City of Saugatuck's Poverty Resolution, you must attach signed copies of the following for all persons living in the household:
 - ___ **2025 FEDERAL INCOME TAX RETURN (1040) with W 2's & 1099's.**
 - ___ **2025 MICHIGAN INCOME TAX RETURN (MI-1040)**
 - ___ **2025 HOMESTEAD PROPERTY TAX CREDIT FORM (MI-1040CR)**
 - ___ **2025 SOCIAL SECURITY BENEFIT STATEMENT (SSA-1099)**
 - ___ **YEAR END STATEMENTS FOR ASSET INFORMATION**

IF YOU ARE NOT REQUIRED, BY LAW, TO FILE OR STATE INCOME TAX FORMS, YOU MUST COMPLETE THE ATTACHED POVERTY EXEMPTION AFFIDAVIT.

Hardship Exemption as defined by the Michigan Compiled Laws is as follows:

Section 211.7u: The homestead of persons who, in the judgment of the supervisor and Board of Review, by reason of poverty, are unable to contribute toward the public charges are eligible in whole or in part from taxation under this act.

Please be aware that as an applicant for Hardship Exemption, you must also comply with the following sections of the Michigan Compiled Laws:

Section 211.116 Perjury: Any person who, under any of the proceedings required or permitted by this act, shall willfully swear falsely, will be guilty of perjury and subject to its penalties.

If received timely, your application will be presented at the next scheduled Board of Review.

Your attendance at the appropriate meeting is strongly encouraged but is not required. The Board of Review may have questions for you regarding your application or documentation. Please be aware that the Board of Review MUST conduct their meetings according to the Open Meetings Act.

CITY OF SAUGATUCK

PROCLAMATION 260112-P1, HONORING THE RETIREMENT OF DAVID SWAN, CO-FOUNDER AND BOARD PRESIDENT, SAUGATUCK DUNES COASTAL ALLIANCE

WHEREAS, the City of Saugatuck proudly recognizes individuals whose leadership, integrity, and dedication have made a significant and lasting impact on our community; and

WHEREAS, for more than 25 years, David Swan has dedicated himself to the protection of the dunes, beaches, forests, wetlands, and cultural landscapes at the Kalamazoo River Mouth, continuing and strengthening a 140-year legacy of conservation in Saugatuck; and

WHEREAS, David and his wife, Alison Swan, co-founded Concerned Citizens for Saugatuck Dunes State Park in 2001, an organization that successfully fought to protect the integrity of Saugatuck Dunes State Park and later merged into the Saugatuck Dunes Coastal Alliance, which David helped found in 2007 to advance locally determined zoning, responsible land use, and science-based stewardship; and

WHEREAS, under David's leadership, the Saugatuck Dunes Coastal Alliance emerged as a formidable protector of the region's globally significant freshwater dune system, contributing to the safeguarding of more than 300 acres of sensitive habitat, including the 171-acre Saugatuck Harbor Natural area; and

WHEREAS, David's strategic vision and collaborative spirit brought together environmental organizations, regulators, lawmakers, and three Potawatomi Bands – the Match-E-Be-Nash-She-Wish Band, the Nottawaseppi Huron Band, and the Pokagon Band – to secure lasting protections for the Kalamazoo River Mouth; and

WHEREAS, his efforts played a central role in preventing the construction of a water treatment facility in Saugatuck Dunes State Park, securing the designation of the Saugatuck Harbor Natural Area, and petitioning regulatory authorities to deny permits for a proposed marina at the Kalamazoo River Mouth; and

WHEREAS, the Coastal Alliance under David's guidance, achieved a landmark Michigan Supreme Court ruling that broadened citizens' ability to challenge local zoning decisions – strengthening public participation and ensuring transparency and accountability in land-use governance; and

WHEREAS, through his passion, depth of knowledge, and tireless advocacy, David has become a respected environmental leader throughout Michigan, inspiring countless residents to engage in stewardship and conservation; and

NOW, THEREFORE, BE IT PROCLAIMED that the City of Saugatuck hereby honors David Swan for his extraordinary service, vision, and dedication to conserving the Saugatuck Dunes and the Kalamazoo River Mouth for the benefit of future generations; and

BE IT FURTHER PROCLAIMED that the City of Saugatuck extends its deepest gratitude to David and wishes him the very best in his future endeavors.

IN WITNESS WHEREOF, I, Holly Anderson, Mayor of the City of Saugatuck, do hereby sign this proclamation on this 12th day of January 2026.

Holly Anderson, Mayor

Jamie Wolters, City Clerk