

CITY COUNCIL AGENDA FEBRUARY 25, 2019 – 7:00 P.M.

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL
- 4. APPROVAL OF MINUTES A. Regular City Council Meeting of February 11, 2019
- 5. MAYOR'S COMMENTS
- 6. CITY MANAGER'S COMMENTS
- 7. AGENDA CHANGES (ADDITIONS/DELETIONS)
- 8. GUEST SPEAKERS:
 - A. Kristin Armstrong SCA Executive Director
 - **B.** Josh Albrecht Saugatuck Douglas Area Convention & Visitors Bureau Executive Director C. Lt. Brett Ensfield Allegan Co. Sheriff Department
- 9. PUBLIC COMMENT Agenda Items Only (Limit 3 minutes)
- 10. REQUESTS FOR PAYMENT A. Approval of Accounts Payable
- 11. INTRODUCTION OF ORDINANCES: None
- 12. PUBLIC HEARINGS: None
- 13. UNFINISHED BUSINESS: None
- 14. NEW BUSINESS
 - A. Fredrick Street Development License Agreement (VOICE VOTE)
 - **B. HDC Appointment** (VOICE VOTE)
- 15. CONSENT AGENDA: None
- 16. PUBLIC COMMENTS (Limit 3 minutes)
- 17. COMMUNICATIONS:

A. Public Hearing – Prohibit New Residential Use in C-2 Water Street South – accept as information
 B. S/D Convention & Visitors Bureau Open House/Press Conference – accept as information
 C. Kalamazoo River Watershed Third Coast Conversations Event – accept as information

- 18. BOARDS, COMMISSIONS & COMMITTEE REPORTS A. KLSWA, Fire Board
- 19. COUNCIL COMMENTS
- 20. ADJOURN

NOTICE

This facility is wheelchair accessible with accessible parking spaces available. 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 <u>monica@saugatuckcity.com</u> for further information.

<u>Proposed</u> Minutes Saugatuck City Council Meeting Saugatuck, Michigan, February 11, 2019

The City Council met in regular session at 7:00 p.m. at City Hall, 102 Butler Street, Saugatuck, Michigan.

1. Call to Order by Mayor Trester at 7:00 p.m.

2. Pledge of Allegiance

3. Attendance:

Present: Spangler, Bekken, Johnson, Hess, Verplank, Peterson & Trester Absent: None Others Present: City Manager Harrier & City Clerk Nagel

4. Approval of Minutes: A motion was made by Peterson, 2nd by Johnson, to approve the January 28, 2019 regular meeting minutes as presented. Upon voice vote the motion carried unanimously.

5. Mayor's Comments: None

6. **City Manager's Report:** City Manager Harrier reported on the following items: the City has applied for a \$1,000 grant to plant trees on Mt. Baldhead thru the Allegan County Community Foundation; ribbon cutting ceremony will be held on February 18, 2019 for the three (3) law enforcement vehicles received through grant; provided a Memo to Council outlining details from the conference call organized with MDOT regarding the Blue Star Trail.

7. Agenda Changes: None

8. Guest Speakers:

A. Lt. Brett Ensfield – Allegan Co. Sheriff's Department: Lt. Brett Ensfield reported on the following items: incident report from January 28 – February 11, 2019; suicide prevention movie *Ripple Effect* held at the SCA was a success; active shooter and strategy tips training was held at Saugatuck High School and Douglas Elementary.

9. Public Comment: None

10. Request for Payment: A motion was made by Hess, 2nd by Spangler, to approve the accounts payable in the amount of \$344,423.39. Upon voice vote the motion carried unanimously.

11. Introductions of Ordinances: None

- 12. Public Hearings: None
- 13. Unfinished Business: None

14. New Business:

A. Change Order No. 3 – 2018 Street Improvement Park Street Sheet Poling Project: A motion was made by Verplank, 2nd by Peterson, to approve Change Order No. 3 to the 2018 Street Improvements Project as presented in the amount of \$45,170 and instruct the City Treasurer to prepare a budget adjustment to amend the FY 18/19 budget. Upon voice vote the motion carried unanimously.

B. Professional Services – Design Engineering for Park Street Resurfacing: A motion was made by Peterson, 2nd by Johnson, to approve the proposal for design engineering services for Park Street Resurfacing from Fleis & Vandenbrink dated February 7, 2019 in the amount of \$25,800. Upon voice vote the motion carried unanimously.

C. Professional Services – Street Capital Improvement Plan Updates: A motion was made by Verplank, 2nd by Hess, to approve the proposal for Street Capital Improvement plan update from Fleis and Vandenbrink dated February 7, 2019 in the amount of \$5,800. Upon voice vote the motion carried unanimously.

D. Professional Services – Mt. Baldhead Park Lower Level Improvements MNRTF Grant Application: A motion was made by Hess, 2nd by Spangler, to approve the proposal for the preparation of the Michigan Department of Natural Resources MNRTF grant application for improvements to the lower level of Mt. Baldhead Park from Fleis and Vandenbrink dated February 7, 2019 in the amount of \$3,100. Upon voice vote the motion carried unanimously.

E. Right-of-Way Sign Application – SCA: A motion was made by Hess, 2nd by Peterson, to approve the request to install a banner under the pallet sign for the SCA Mountain Film Festival displayed not more than 15 days prior to the first day of the even in March 2019. Upon voice vote the motion carried unanimously.

- 15. Consent Agenda: None
- 16. Public Comment: None
- 17. Communications: A. Letter of Communication Regarding Fireworks Displays – Accepted as information

18. Boards, Commissions & Committee Reports: Council received reports from the following committee(s): KLSWA

19. Council Comments: Council Member Peterson expressed concerns with pot holes appearing through the base asphalt layer on Allegan Street hill.

Council Member Spangler is pleased with the Blue Star Trail Memo provided by City Manager Harrier.

Mayor Trester announced Consumers Energy is changing out lightbulbs on Lake Street with LED lighting and it's taking away the ambiance of Lake Street.

20. Adjournment: Mayor Trester adjourned the meeting at 7:52 p.m.

Respectfully Submitted,

Monica Nagel, CMC City Clerk

02/22/2019 01:28 PM INVOI User: Peter DB: Saugatuck	CE APPROVAL BY INVOICE REPORT FOR CITY OF SAUGATUCK EXP CHECK RUN DATES 02/12/2019 - 02/25/2019 BOTH JOURNALIZED AND UNJOURNALIZED BOTH OPEN AND PAID	Page: 1	1/2
Vendor Name	Description	Amount	
1. ALLEGAN COUNTY SHERIFF	DEBT CREW TIRES	420.00 570.20	
2. ALLEGAN COUNTY TREASURER	TOTAL DRAIN LEVIES PROPERTY TAXES	990.20 1,185.25 61,757.74	
3. BIRKHOLZ BRENT K &	TOTAL 2018 Win Tax Refund 57-503-025-00 2018 Sum Tax Refund 57-503-025-00	62,942.99 578.75 421.26	
4. BLOOM SLUGGETT PC	TOTAL LEGAL FEES LEGAL FEES TOTAL	1,000.01 970.50 52.50 1,178.00 2,201.00	
5. CAPITAL ONE 6. CULL ROBERT J TRUST	ROAD SALT, RACKING, PICNIC TABLE MATERIALS 2018 Sum Tax Refund 57-009-065-00 2018 Win Tax Refund 57-009-065-00	2,201.00 1,256.95 965.57 965.56	
7. D & L TRUCK & TRAILER LI 8. DIANNA MC GREW 9. FLEIS & VANDENBRINK ENGI	REPAIR ASSESSING SERVICES	1,931.13 233.00 2,535.08 531.50 325.00 360.00	
10. FRIS OFFICE OUTFITTERS 11. GREENMARK EQUIPMENT INC 12. HIGH POINT ELECTRIC	TOTAL SUPPLIES PARTS ELECTRICAL ISSUES	1,216.50 155.88 11.98 192.50	
<pre>13. HOLLAND P.T. 14. IHLE SERVICE 15. INTERURBAN TRANSIT AUTHOR</pre>	SUPPLIES TIRE REPAIR	120.17 32.40 19,673.00	
 JANE ELEANOR VERPLANK KALAMAZOO FLAG COMPANY 	SUPPLIES	31.80	
18. KALAMAZOO LAKE SEWER & W	USA FLAGS NATER DELIQUENT WATER BILLS TAXES RETIREMENT	182.90 901.49 2,397.00	

02/22/2019 01:28 PM INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF SAUGATUCK Page: 2/2 User: Peter EXP CHECK RUN DATES 02/12/2019 - 02/25/2019 Page: 2/2 DB: Saugatuck DOTUL TOURNALIZED AND UNLOUDED AND UNLOUD AND UNLOUDED BOTH JOURNALIZED AND UNJOURNALIZED BOTH OPEN AND PAID

Vendor Name		
	Description	Amount
21. PETTY CASH		20.00
22, SAUGATUCK DOUGLAS LIBRAF		30.00
23. SAUGATUCK FIRE	PROPERTY TAXES	16,278.40
24. SAUGATUCK PUBLIC SCHOOLS	PROPERTY TAXES	79,163.76
,	PROPERTY TAXES	307,259.45
25. SHELL	GASOLINE & DIESEL	737.98
26. SISTERS IN INK	UNIFORMS	304.36
27. STANDARD INSURANCE COMPA	ANY	1 2011
28. STREAMLINE DESIGN.COM LI		311.99
29. SUPERIOR ASPHALT INC	SIGNS	95.00
	ASPHALT COLD PATCH	140.00
TOTAL - ALL VENDORS		503,500.49
FUND TOTALS: Fund 101 - GENERAL FUND Fund 202 - MAJOR STREETS Fund 203 - LOCAL STREETS Fund 661 - MOTOR POOL FUND Fund 701 - CURRENT TAX FUNE)	11,412.87 70.00 414.60 1,725.33 489,877.69

Item 14A



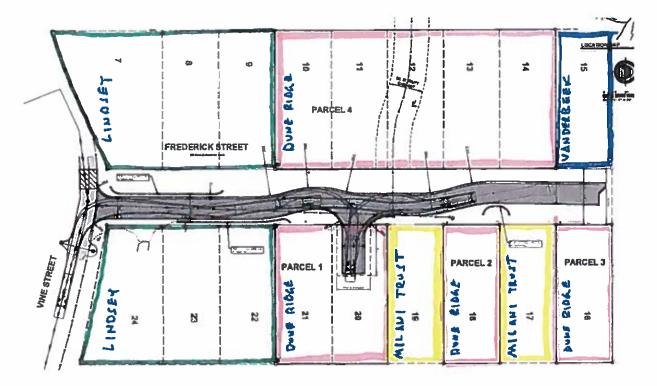
City Council Agenda Item Report

City of Saugatuck

FROM:	Cindy Osman, Planning and Zoning
MEETING DATE:	February 25, 2019
SUBJECT:	License Agreement: Fredrick Street Development

DESCRIPTION

The attached development license agreement involves permission from the City to extend public water and sanitary sewer, and make related improvements including grading and paving, through a portion of Fredrick Street (formerly known and identified as "Maple Street") north of Vine Street. The improvements will be at the sole cost of the developer and the improvements will be required to meet all City engineering standards. Developer will be required to file a letter of credit before proceeding with any of the work. Fredrick Street is an existing platted street but currently unimproved. The developer (Dune Ridge) owns four vacant lots on Fredrick Street. Joan Milani Trust owns two vacant lots, Jon Vanderbeek owns one lot that has an existing structure, and James Lindsey owns two lots—one vacant and one with a structure. City staff has verified that all of the lot owners are aware of the proposed improvements to the street.



BUDGET ACTION REQUIRED

N/A

COMMITTEE/COMMISSION REVIEW

No committee or commission review is required.

LEGAL REVIEW

Municipal Attorney Jeff Sluggett prepared the attached license agreement.

SAMPLE MOTION:

Motion to <u>approve/deny</u> the development license agreement dated February 22, 2019 between the City of Saugatuck and Dune Ridge SA, LP as presented.

FINAL (February 22, 2019)

DEVELOPMENT_LICENSE

This Development License ("License") is made as of ______, 2019, by and between DUNE RIDGE SA, LP, a Michigan limited partnership, whose address is 231 West Fulton Street, Grand Rapids, Michigan 49503 ("Developer") and the CITY OF SAUGATUCK, a Michigan home rule city, whose address is 102 Butler Street, Saugatuck, Michigan 49453 (the "City").

Background

A. This License involves permission to extend of public water and sanitary sewer, and to make related improvements including grading and paving, through a portion of Fredrick Street (formerly known and identified as "Maple Street") north of Vine Street to benefit Parcels 1 through 4, inclusive, as shown on the attached Exhibit A (the "**Parcels**").

B. The Parcels comprise lots 10-14, 16, 18 and 20-21 of the Upham's Addition to the Village of Saugatuck, Allegan County, Michigan, as recorded with the Allegan County Register of Deeds at Liber 3, page 23 of Plats (the "Plat"), as shown on Exhibit B.

C. The portion of Frederick Street which is the subject of this License is a "paper street" within the Plat as shown on Exhibit B (the "**Right of Way**"). The Right of Way is unimproved and is approximately 450 feet in length and 60 feet in width, as shown on Exhibit A.

D. The Right of Way is under the jurisdiction of the City.

E. The City, as the party which controls the Right of Way, has agreed to allow the Developer to make certain improvements to and within the Right of Way as further set forth in this License. The **Project**, defined herein, shall be designed, constructed and installed at the Developer's sole cost.

F. At the Developer's request, the City has developed plans and specifications, attached as Exhibit C (the "**Plans and Specifications**"), for a permissible public water and sanitary sewer extension from its present terminus at Vine Street intersection with Fredrick Street and to the northern boundary of the Plat, and associated grading and paving, across, over and under the Right of Way (the "**Project**").

License

NOW, THEREFORE, in exchange of the mutual promises and benefits and detriments accorded to each party herein, and for other good and valuable consideration, the parties agree as follows:

1. <u>License and Representations</u>. Subject to the terms set forth herein, the City hereby grants a revocable license to the Developer for the purpose of constructing and installing the Project within the Right of Way. The Developer represents and warrants to the City that it is experienced in construction and experienced and knowledgeable in all matters comprising the

work of the Project, and in managing the same through its contractors approved in accordance with <u>Section 16</u> who have the required expertise.

2. <u>Incorporation of Exhibits</u>. The Exhibits, and specifically the Plans and Specifications, are incorporated by reference herein.

3. <u>Work Documents</u>. The term "Work Documents" means the Plans and Specifications, this License, any resolution or act of the City Council (a "Resolution"), and any permit or approval issued by Allegan County, the Michigan Department of Environmental Quality, or the Kalamazoo Lake Sewer and Water Authority with respect to the Project ("Regulatory Approvals"). Any discrepancy between the foregoing will be resolved and determined by the City in its sole discretion and noticed to Developer (which will be binding on Developer). To the extent that the City does not make an alternative determination, the Work Documents will have the following priority: first this License, second the Plans and Specifications, third a Resolution, and fourth the Regulatory Approvals. This section does not limit Developer's obligation to strictly comply with all Work Documents.

4. <u>Definitions</u>. The terms "contractors" and "subcontractors" as used in this License are deemed to include all general contractors, subcontractors, materialmen, laborers, and all other parties performing or supplying any part or portion of the Project through and including the Developer, on the Developer's behalf, or otherwise, including any peripheral or related service or task, regardless of any contractual arrangement. All of these relationships are the sole responsibility of the Developer.

5. <u>Obligation to Construct and Standard of Construction</u>. Developer will diligently complete (directly and through its contractors) all work comprising the Project skillfully, in a good, workman-like, and first-class manner, in compliance with all codes and laws, in a full and complete manner, and in conformance with all Work Documents (the "**Standard**").

6. <u>Costs</u>. Given that the Project is for the benefit of the Parcels, the entire Project (inclusive of absolutely all costs, expenses, materials, labor, contractors and permits, and all other costs and requirements of completing the Project including any expenses of the City) will be performed at Developer's sole cost and expense. The City will have no obligation for any cost. Concurrent with the execution of this License, the Developer shall post with the City an escrow deposit of \$2,000.00, which amount is intended to cover any City costs incurred in connection with its preparation of this License, oversight and inspections associated with the Project or other similar matters. Any cost incurred by the City will be promptly offset by the City against any sums held by the City in escrow. Any shortfall in the same will be promptly paid by Developer to the City and Developer will indemnify the City from any such cost. Upon Delivery, defined herein, any remaining amounts in the escrow shall be returned, without interest, to the Developer after subtracting any charges outstanding.

7. <u>Permits, Approvals, and Insurance</u>. Prior to initiating any work, Developer must have obtained and/or have in place all permits and regulatory, governmental, or other approvals required to complete the Project and must have obtained, have in place, or (such as, for

2

contractors who must have certain insurance coverage) confirmed that the responsible party has obtained or has in place all insurance policies and coverage required under this License.

8. <u>Security: Letter of Credit</u>. An irrevocable letter of credit from a bank in the amount of \$100,000 (with language and terms and drawn on a bank all acceptable to the City) shall be submitted to the City prior to engaging in the performance of any work on the Project.

9. <u>Commencement and Completion</u>. Developer will diligently prepare for and comply with all pre-work requirements of the Work Documents, commence construction, and diligently complete all work comprising the Project as promptly as possible after commencing construction. It is specifically agreed that the Project will be completed by November 30, 2019 (the "Completion Date").

10. Delivery. The Project must be fully completed as required by this License and delivered to the City per the Standard, ready for use, no later than the Completion Date. When the Developer has completed the Project, it will request a joint inspection between Developer and the City (and its engineers, inspectors, Allegan County and regulatory representatives, and other such parties as determined by the City) which the parties will cooperate to schedule (the City agrees to participate in any such inspection within four days of Developer's request if delay would cause a breach of the Completion Date deadline). At the inspection, Developer will tender the Project and the City will evaluate the same. If the Project is not fully complete, the City may reject tender until complete and in compliance with all Work Documents pursuant to Section 3 and the Standard. Once tendered in compliance with the Work Documents and the Standard, the City will accept the Project. The date that the City accepts the Project in accordance with the foregoing is the date of "Delivery" of the Project for purposes of this License. The City may, in its sole discretion, agree to accept Delivery subject to a punch list of minor items remaining to be completed, in a time and manner as Developer may warrant in writing at that time.

11. Ongoing Inspection Rights. Although the City accepts no responsibility for the performance and construction of the Project by Developer, the City (and its engineers, inspectors, Allegan County and regulatory representatives, and other such parties as determined by the City) may at any time and from time to time inspect the performance of the Project at the Developer's sole cost. Developer shall cooperate in such inspection efforts. If any condition, means or method of construction, or other material deficiency in the performance of the Project (or any Work Documents) is at any time determined by the City in its sole discretion, the City may issue a written default notice to Developer. Upon receipt of a default notice, Developer will correct all non-conforming work or other issues as described therein, and schedule an inspection with the City to demonstrate correction before proceeding with other work. If Developer fails to correct any issues set forth in a default notice, the City may (but has no obligation to) cure the same through contractors and the cost of the same will be immediately due and payable from Developer to the City. If more than two default notices are issued, the City may with the third notice or at any time thereafter terminate this License, and engage contractors to complete the Project at Developer's sole cost. The City also has the right, but not the obligation, to from time to time inspect and confirm all written records (such as documents evidencing bids, contracts, bonds, insurance and otherwise) with respect to the Project. Developer will make all books and records available to the City promptly upon request.

12. <u>ROW Safety</u>. Developer will comply with all directions of the City in working within the Right of Way. Absent any specific direction, Developer will comply with all laws, safety regulations, and guidance, and will provide adequate marking and signage to prevent the interaction of all traffic (vehicular, pedestrian, and otherwise) with the work, and any and all potentially unsafe conditions (e.g., an open trench, equipment, etc.). Promptly after the completion of Developer's work in the Right of Way, the same will be fully restored to an as good or better condition than existed prior to any work hereunder.

13. <u>Public Dedication</u>. Upon completion and Delivery, the Project is hereby publicly dedicated by Developer to the City (or such other regulatory or governmental party as the City may determine). Developer will execute and deliver additional instruments the City may request to effectuate the terms of this section.

14. <u>No Amendments: Change Orders</u>. The Project will be conducted, constructed, and completed by Developer in strict accordance with this License and the Work Documents. No amendments will be permitted except in the sole discretion of the City. Any change in the Project must be set forth in a written amendment to this License.

15. <u>Selection of Contractors</u>. All contractors engaged in the construction and installation of the Project will be the sole responsibility of Developer including their conduct, compliance with this License, their work, payment, and otherwise. Developer must, at least 48 hours prior to entering into any contract with any contractor or other party, notice the City with written evidence of that party's bid, any bonds for the work, documentation describing the work that party is to perform or provide, copies of the proposed contractor's insurance certificates (required pursuant to <u>Section 17</u>), and a copy of the proposed contract the Developer will enter into with such party for the performance or provision of any part of the Project (which must meet the requirements of <u>Section 16</u>). The City may object to any such selection or documentation on reasonable grounds, and may make requests of the Developer for amendment of such materials or for additional materials to ensure compliance with this License and the other Work Documents, as applicable, with which Developer must comply. All the foregoing may be exercised by the City without accepting any responsibility for or oversight of any contractor; all such responsibility will be the Developer's alone, as stated above.

16. <u>Compliance with Applicable Law: License Language</u>. Any requests for bids and all contracts must contain any disclosures mandated under federal, state, and other applicable law. Developer is solely responsible for complying with all applicable laws in completing all work and in all dealings with its contractors. All contractors involved in the Project must enter into some form of contract with the Developer, and the same will contain the following provisions at a minimum:

(a) <u>Required Indemnity Language for Contractors</u>. All contracts with all contractors must contain the following provision:

Contractor shall save and hold harmless and indemnify the City of Saugatuck, Michigan, as well as its officials, employees, officers, and agents, against all claims for damages to public or private property and for injuries to persons arising out of Contractor's work on the work and project referenced herein.

(b) <u>Required License Language: Generally</u>. All contracts with all contractors must also include a recitation of this License, incorporate this License by reference, and include a mandate for the insurance and any other language required to make this License and each obligation of a contractor hereunder enforceable against the applicable contractor for the benefit of the Developer and ultimately the City. The City is an intended third-party beneficiary of all such contracts.

17. <u>Insurance</u>.

(a) <u>Coverage</u>. Developer and each contractor performing any work at any time must at all times during their involvement with the Project have in place and maintain the following <u>minimum</u> insurance coverages:

Workman's Compensation: Statutory Coverage

Bodily Injury and Property D	amage Other Than Automobile:
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Bodily Injury Liability and P	roperty Damage Liability Automobile:
Bodily Injury Liability	\$500,000 Each Person
Each Occurrence	\$1,000,000
Property Damage Liability	\$1,000,000 Each Occurrence

Combined Single Limit for Bodily Injury and Property Damage Liability Each Occurrence \$2,000,000

(b) <u>Certificates</u>. Developer must require evidence of all such insurance (i.e., certificates) from all proposed contractors, unless an exception is granted by the City. In any case all coverages must be in place and certificates evidencing the same must be in possession of the Developer prior to the Developer entering into any contract with any contractor and prior to such contractor entering upon the Right of Way for any reason. Each policy and certificates to the City as an additional insured. The Developer will provide copies of all certificates to the City upon request. All contracts must include a provision stating that failure of that contractor to submit certificates upon demand, or failure to keep insurance current, will result in termination of the applicable contract.

18. <u>City Approval</u>. Any time this License requires the Developer or any other party to give the City any notice, or to otherwise obtain the City's approval of any matter, such notice must be in writing and submitted to the City care of the City Manager. This License is

contingent upon approval by the City Council. Any amendment to this License must likewise be ratified and approved by the City Council. Any and all approvals will be given or withheld in the City's sole discretion.

19. Indemnification. Developer will save, defend, indemnify, and hold the City and its officials, employees, officers, and agents (such parties are included in the term "City" in this section), harmless from and against any liability, cost, expense (including attorney's fees), or claim that is made against the City or incurred by the City as a result of: (a) any breach of this License or the other Work Documents by Developer, its agents and contractors, and others acting for or through Developer; (b) any bad act, omission, or negligence of Developer, its agents and contractors, and others acting for or through Developer; and/or (c) all claims for damages to public or private property and for injuries to persons arising out of the work or presence of Developer, and its agents and contractors, and others acting for or through Developer, with respect to this License and/or the Project. Without limitation, the foregoing includes any matter disclosed in a default notice under Section 11, cure by the City of any Developer breach, failure to construct the Project in accordance with the Work Documents, damages to the Right of Way or users thereof, any warranty claim, and any other claims arising from Developer's work.

20. Warranty. Developer will and does hereby warrant the Project to be free of defects as stated in this section. With respect to materials, this warranty is for a period equal to the longer of (a) any applicable warranty given by any contractor or material manufacturer/supplier, or (b) five years from Delivery. With respect to construction (and not materials), this warranty is for a period of three years from and after Delivery. Developer hereby assigns to the City, and will, from time to time, assign by further act as needed, all warranties received by any contractor, licensor, or material manufacturer/supplier with respect to the Project. Developer will at its sole cost and effort promptly repair, replace, and supplement the Project at any time required to remedy any defect covered by the warranty set forth in this section provided that the City makes a claim within the applicable warranty period; and provided, further, that any latent defect which existed during the warranty period but was not discovered until after the warranty period will likewise be covered by this warranty and repaired by Developer provided that the City notices Developer of the discovery of said latent defect within 60 days of discovery. Any greater warranty required in any other Work Documents will expand the warranty set forth herein.

21. <u>Developer Takes the Premises "As-Is</u>." Developer takes this License and its use of the Right of Way "as-is" and in its current condition.

22. <u>No Claims or Causes of Action Regarding Adverse Possession, Prescriptive</u> <u>Easement, or Similar Theories</u>. The Developer acknowledges and agrees that any prior use by the Developer (or its predecessors) of the Right of Way was done or occurred with permission, and that any future use of the Right of Way by Developer will also be deemed permissive. Developer agrees not to claim any right or assert any cause of action regarding adverse possession, prescriptive easement, acquiescence, or similar legal theory against the City with regard to the Right of Way. 23. <u>Remedy of Specific Enforcement</u>. As many of the obligations under this License are for the protection of the City and its Right of Way, and monetary damages may be difficult or impossible to establish for certain breaches, the City will be entitled to specific enforcement of said provisions of this License and injunctive relief for the same, without need for bond or the posting of any other security.

24. <u>Submission to Jurisdiction</u>. The parties submit to the exclusive jurisdiction of the courts of the state of Michigan, the Allegan County Circuit Court, and the Western District of Michigan Federal Court of the United States, sitting in Kent County, for the purpose of any action or proceeding arising out of or relating to this License.

25. <u>Notices</u>. All payments or notices that are required or authorized to be given under the terms of the License shall be made in writing. Service may be made by personal delivery (to the City Supervisor), which is effective as of delivery. Service may be made by United States first-class mail with postage prepaid, addressed to the City at or to Developer at the addresses first written above, which is effective two days after deposit in the mail. Service may also be made by email, provided that in this case service is only effective when the email is acknowledged or responded to by the recipient by timely return email.

26. <u>General Terms</u>. No party may assign or delegate any of its rights, interests, duties, obligations, and/or benefits hereunder. Any attempt in contravention of the foregoing is void. The City will not be charged with waiver of any term or provision of this License unless set forth in a signed writing. If any provision of this License is held in whole or in part to be unlawful or invalid, the remainder of such provision and this License as a whole will remain in full force and effect with the offending term or provision being stricken, and the remainder of the License being read in congruence with the intentions of the parties as evidenced by this License, including the stricken term. This License: (a) sets forth the entire understanding of the parties as to its subject matter and all other representations and understandings are merged herein; (b) shall inure to the benefit of and be binding upon the parties and their respective successors and permissible assigns, if any; (c) shall be governed, construed, interpreted, and enforced in accordance with the laws of the state of Michigan; (d) may be executed in counterparts and delivered by any reasonable means; and (e) may be amended in writing only signed by the City and Developer.

(Remainder of page left intentionally blank.)

IN WITNESS WHEREOF, the parties have executed this License as of the date first set forth above.

DEVELOPER:

DUNE RIDGE SA, LP, a Michigan limited partnership

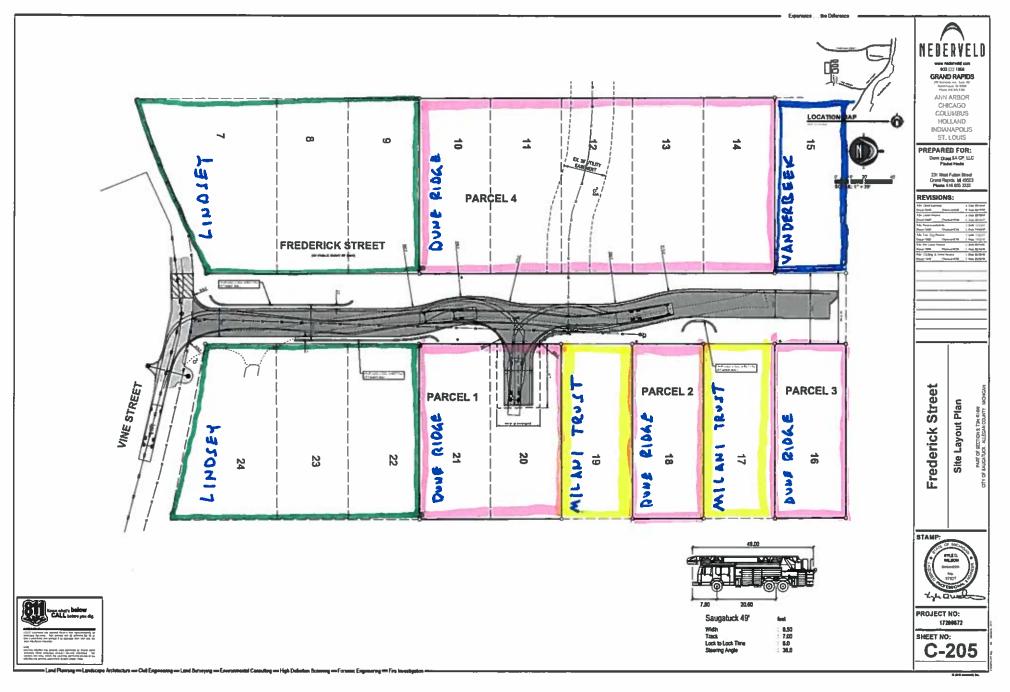
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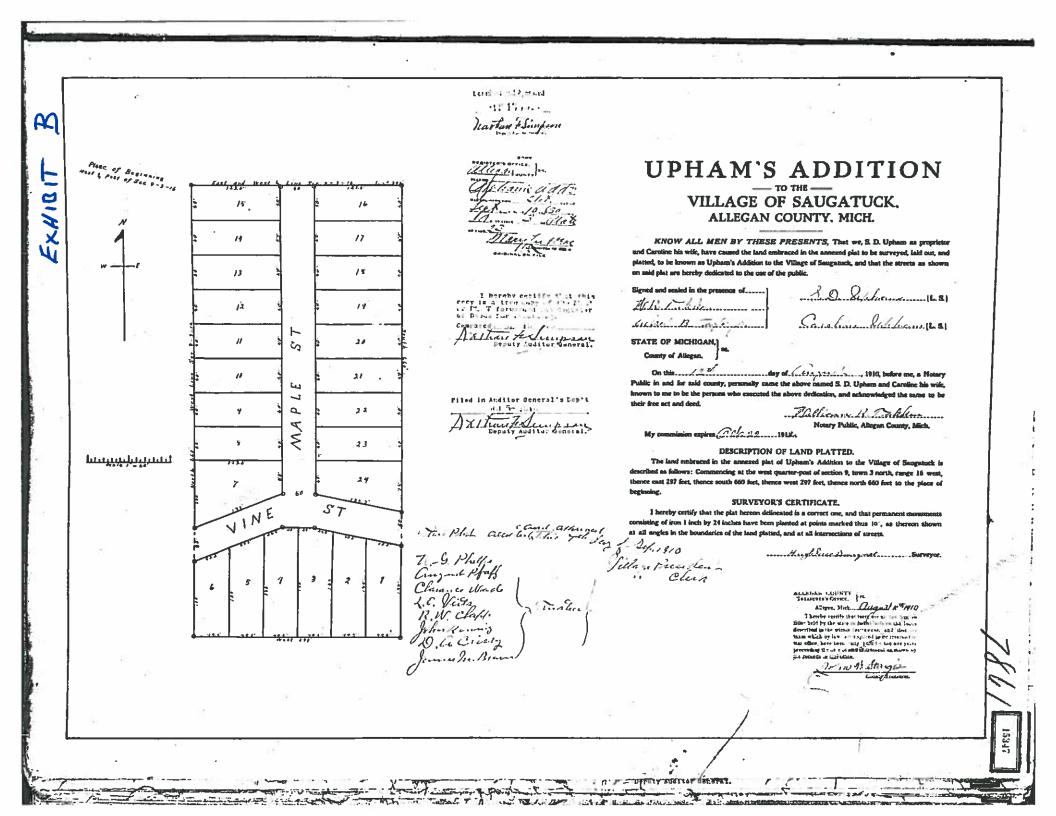
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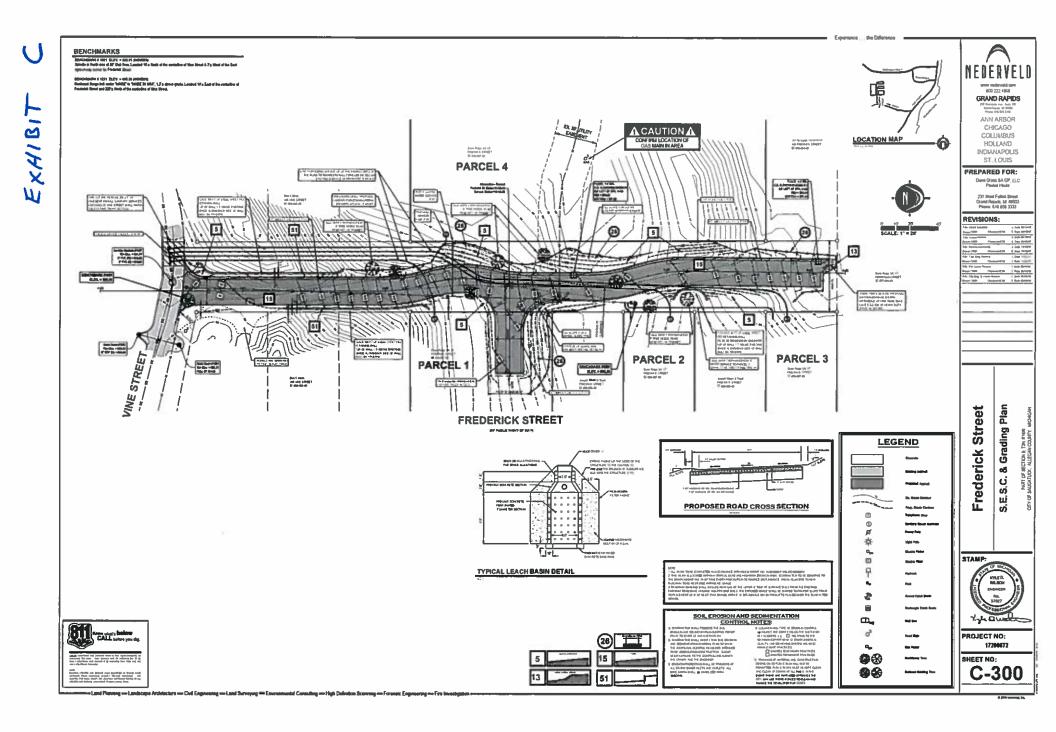
CITY OF SAUGATUCK, a Michigan home rule city

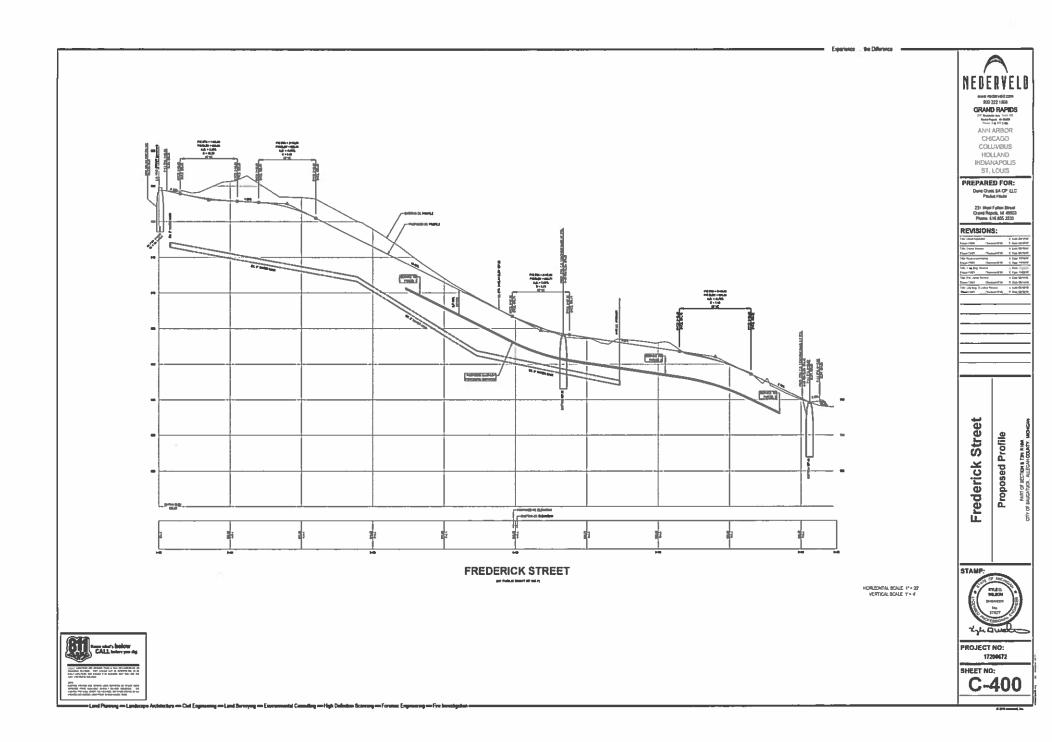
By: _____

EXHIBIT A









ALLEGAN COUNTY HEALT 3255 - 122 nd Avenue, Suite 200, Environmental Health PERMIT FOR SOIL EROSION AND SEDIME	Allegan, MI 49010 269-673-5415	-	ERMIT NUMBER SESC18-350 EXPIRATION DATE 10/1/2019	
OWNER INFORMATION (PERMITTEE) NAME DUNE RIDGE SA LP				
ADDRESS C/O HEULE PAUL	CITY GRAND RAPID	S	ZIP 49503	
PHONE 6	EMAIL	com		
APPLICANT INFORMATION NAME MIKE HAYES ADDRESS 11 UVE	COMPANYMIKE HA		ZIP 49417	
PHONE (EMAIL m	.net		
PROPERTY INFORMATION (of project location) TAX ID 03- 57-850-007-00 ADDRESS TBD MAPLE STREET CITY SAUGATUCK ZIP 49453 TOWNSHIP SAUGATUCK TWP SUBDIVISION UPHAM'S ADD LOT # SECTION # 9 TOWN 9 RANGE 9 STORM WATER OPERATOR - For projects over 1 acres of distorbances. COMPANY COMPANY				
PERMIT SPECIFIC INFORMATION: Residential Commercial Gravel Pit 10/1/2018 Start Date 12/31/201 Proposed End Date Gravel Pit Earth change greater than an acre in size 26,000sqft Size of earth change (sq. ft.) Earth change greater than 5 acres Earth change within 500 feet of lake, stream or other body of water Earth change within 500 feet of a storm water catch basin which discharges into a body of water OTHER PROJECT DE SCRIPTION: Upgrade Frederick St (currently dirt) to a paved residential street. ADDITIONAL PERMIT REQUIREMENTS: Place silt sacks in nearby catch basins. Empty catch basins as required and replace when needed. Keep sediment off parcels that are not owned by Dune Ridge LP. Keep sediment off of Vine St.				

SANITARIAN Brandon Jongkind

8/30/2018 DATE ISSUED

PERMIT CONDITIONS

- 1. The permitted activity shall be completed in accordance with the approved plans and specification, and the attached general and specific conditions.
- This permit does not waive the necessity for obtaining all other required federal, state, or local permits.
 Applicant shall notify the permitting agency within one week after completing the permitted activity or one week prior to the permit expiration date, which wer comes first.

Environmental Protection Act, 1994 PA 451, as amended, and in addition to the information on the attached plan(s) and special conditions, the following general conditions apply to the earth change authorized by this permit:

- Design, construct, and complete the earth change in a manner that limits the exposed area of disturbed land for the shortest period of time.
- · Remove sediment caused by accelerated soil erosion from runoff water before it leaves the site of the earth change.
- Temporary or permanent control measures shall be designed and installed to convey water around, through, or from the earth change at non-erosive velocity.
- Install temporary soil erosion and sedimentation control measures before or upon commencement of the earth change activity and maintain the measures on a daily basis. Remove temporary soil erosion and sedimentation control measures after permanent soil erosion measures are in place and the area is stabilized. ("Stabilized" means the establishment of vegetation or the proper placement, grading, or covering of soil to ensure its resistance to soil erosion, aliding, or other earth movement.)
- Complete permanent soil erosion control measures for the earth change within five calendar days after final grading or upon completion of the final earth change. If it is
 not possible to permanently stabilize the earth change, then maintain temporary soil erosion and sedimentation control measures until permanent soil erosion control
 measures are in place and the area is stabilized.



MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY WATER RESOURCES DIVISION

PERMIT

Issued To:

Mr. Paul Heule Dune Ridge SA LP 231 Fulton Street West Grand Rapids, MI 49503

Permit No:WRP013537 v1.0Submission No:HNF-BG7Z-9F0Q6Site Name:03-Dune Ridge SA LP @ Fredrick Street-SaugatuckIssued:November 8, 2018Revised:November 8, 2023

This permit is being issued by the Michigan Department of Environmental Quality (MDEQ), Water Resources Division, under the provisions of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA); specifically:

Part 301, Inland Lakes and Streams
 Part 303, Wetlands Protection
 Part 315, Dam Safety
 Part 315, Dam Safety
 Part 353, Sand Dunes Protection and Management

Part 31, Water Resources Protection (Floodplain Regulatory Authority)

Permission is hereby granted, based on permittee assurance of adherence to State of Michigan requirements and permit conditions, to:

Authorized Activity:

This is being permitted as a Special Exception under Part 353.

Widen and straighten the existing access drive (Fredrick Street) to meet international fire code regulations. Remove 5 mature trees from the edges of the existing access drive to accommodate the roadway widening to 20 foot paved width. Install approximately 235 feet of steel sheet pile walls (in three sections) to support adjacent steep slope areas. Install storm water collection and disposal measures. Restore all areas disturbed by the construction of the access roadway and supporting infrastructure with native dune vegetation per the attached revegetation plan.

Note that the sanitary sewer vaults and connections for the individual lots shown on the project plans are for informational purposes only and is not being approved as part of this permit.

All work shall be completed in accordance with the attached plans approved by the MDEQ on November 8, 2018, and the permit specifications listed herein.

Waterbody Affected:Lake MichiganProperty Location:Allegan County, City of Saugatuck, Town/Range/Section: 03N16W09;
Property Tax No: 03-57-850-007-00

Authority granted by this permit is subject to the following limitations:

- A. Initiation of any work on the permitted project confirms the permittee's acceptance and agreement to comply with all terms and conditions of this permit.
- B. The permittee, in exercising the authority granted by this permit, shall not cause unlawful pollution as defined by Part 31 of the NREPA.
- C. This permit shall be kept at the site of the work and available for inspection at all times during the duration of the project or until its date of expiration.
- D. All work shall be completed in accordance with the approved plans and specifications submitted with the application and/or plans and specifications attached to this permit.
- E. No attempt shall be made by the permittee to forbid the full and free use by the public of public waters at or adjacent to the structure or work approved.
- F. It is made a requirement of this permit that the permittee give notice to public utilities in accordance with 2013 PA 174 (Act 174) and comply with each of the requirements of Act 174.
- G. This permit does not convey property rights in either real estate or material, nor does it authorize any injury to private property or invasion of public or private rights, nor does it waive the necessity of seeking federal assent, all local permits, or complying with other state statutes.
- H. This permit does not prejudice or limit the right of a riparian owner or other person to institute proceedings in any circuit court of this state when necessary to protect his rights.
- Permittee shall notify the MDEQ within one week after the completion of the activity authorized by this
 permit by completing and forwarding the attached preaddressed postcard to the office addressed thereon.
- J. This permit shall not be assigned or transferred without the written approval of the MDEQ.
- K. Failure to comply with conditions of this permit may subject the permittee to revocation of permit and criminal and/or civil action as cited by the specific state act, federal act, and/or rule under which this permit is granted.
- L. All dredged or excavated materials shall be disposed of in an upland site (outside of floodplains, unless exempt under Part 31 of the NREPA, and wetlands).
- M. In issuing this permit, the MDEQ has relied on the information and data that the permittee has provided in connection with the submitted application for permit. If, subsequent to the issuance of a permit, such information and data prove to be false, incomplete, or inaccurate, the MDEQ may modify, revoke, or suspend the permit, in whole or in part, in accordance with the new information.
- N. The permittee shall indemnify and hold harmless the State of Michigan and its departments, agencies, officials, employees, agents, and representatives for any and all claims or causes of action arising from acts or omissions of the permittee, or employees, agents, or representative of the permittee, undertaken in connection with this permit. The permittee's obligation to indemnify the State of Michigan applies only if the state: (1) provides the permittee or its designated representative written notice of the claim or cause of action within 30 days after it is received by the state, and (2) consents to the permittee's participation in the proceeding on the claim or cause of action. It does not apply to contested case proceedings under the Administrative Procedures Act, 1969 PA 306, as amended, challenging the permit. This permit shall not be construed as an indemnity by the State of Michigan for the benefit of the permittee or any other person.
- O. Noncompliance with these terms and conditions and/or the initiation of other regulated activities not specifically authorized shall be cause for the modification, suspension, or revocation of this permit, in whole or in part. Further, the MDEQ may initiate criminal and/or civil proceedings as may be deemed necessary to correct project deficiencies, protect natural resource values, and secure compliance with statutes.
- P. If any change or deviation from the permitted activity becomes necessary, the permittee shall request, in writing, a revision of the permitted activity from the MDEQ. Such revision request shall include complete documentation supporting the modification and revised plans detailing the proposed modification. Proposed modifications must be approved, in writing, by the MDEQ prior to being implemented.
- Q. This permit may be transferred to another person upon written approval of the MDEQ. The permittee must submit a written request to the MDEQ to transfer the permit to the new owner. The new owner must also submit a written request to the MDEQ to accept transfer. The new owner must agree, in writing, to accept all conditions of the permit. A single letter signed by both parties that includes all of the above information

may be provided to the MDEQ. The MDEQ will review the request and, if approved, will provide written notification to the new owner.

- R. Prior to initiating permitted construction, the permittee is required to provide a copy of the permit to the contractor(s) for review. The property owner, contractor(s), and any agent involved in exercising the permit are held responsible to ensure that the project is constructed in accordance with all drawings and specifications. The contractor is required to provide a copy of the permit to all subcontractors doing work authorized by the permit.
- S. Construction must be undertaken and completed during the dry period of the wetland. If the area does not dry out, construction shall be done on equipment mats to prevent compaction of the soil.
- T. Authority granted by this permit does not waive permit requirements under Part 91, Soil Erosion and Sedimentation Control, of the NREPA, or the need to acquire applicable permits from the County Enforcing Agent (CEA).
- U. Authority granted by this permit does not waive permit requirements under the authority of Part 305, Natural Rivers, of the NREPA. A Natural Rivers Zoning Permit may be required for construction, land alteration, streambank stabilization, or vegetation removal along or near a natural river.
- V. The permittee is cautioned that grade changes resulting in increased runoff onto adjacent property is subject to civil damage litigation.
- W. Unless specifically stated in this permit, construction pads, haul roads, temporary structures, or other structural appurtenances to be placed in a wetland or on bottomland of the water body are not authorized and shall not be constructed unless authorized by a separate permit or permit revision granted in accordance with the applicable law.
- X. For projects with potential impacts to fish spawning or migration, no work shall occur within fish spawning or migration timelines (i.e., windows) unless otherwise approved in writing by the Michigan Department of Natural Resources, Fisheries Division.
- Y. Work to be done under authority of this permit is further subject to the following special instructions and specifications:
 - Authority granted by this permit does not waive permit or program requirements under Part 91 of the NREPA or the need to acquire applicable permits from the CEA. To locate the Soil Erosion Program Administrator for your county, visit <u>www.mi.gov/degstormwater</u> and select "Soil Erosion and Sedimentation Control Program" under "Related Links."
 - 2. The authority to conduct the activity as authorized by this permit is granted solely under the provisions of the governing act as identified above. This permit does not convey, provide, or otherwise imply approval of any other governing act, ordinance, or regulation, nor does it waive the permittee's obligation to acquire any local, county, state, or federal approval or authorization necessary to conduct the activity.
 - 3. No fill, excess soil, or other material shall be placed in any wetland, floodplain, or surface water area not specifically authorized by this permit, its plans, and specifications.
 - 4. This permit does not authorize or sanction work that has been completed in violation of applicable federal, state, or local statutes.
 - 5. The permit placard shall be kept posted at the work site, in a prominent location at all times for the duration of the project, or until permit expiration.
 - 6. This permit is being issued for the maximum time allowed and no extensions of this permit will be granted. Initiation of the construction work authorized by this permit indicates the permittee's acceptance of this condition. The permit, when signed by the MDEQ, will be for a five-year period beginning on the date of issuance. If the project is not completed by the expiration date, a new permit must be sought.

- 7. To avoid take of Northern long-eared bat, which is federally listed as a threatened species, and Indiana bat, which is federally listed as an endangered species, any trees larger than 3 inches in diameter shall not be cut between April 1 and September 30 in any permit year.
- 8. Notification shall be provided to the MDEQ by telephone 72 hours prior to commencing construction, vegetation removal, or grading activity. Contact: Mr. John Bayha at bayhaj@michigan.gov; 269-568-2680.
- 9. All slopes steeper than one on three (33%) must not be disturbed except in those areas specifically shown to be impacted on the attached project plans.
- 10. All earth moving and contour changes must occur within ten (10) feet of the access roadway's footprint.
- 11. Vegetation changes are not permitted more than ten (10) feet outside of the project footprint. All disturbed areas shall be re-vegetated with native dune vegetation and stabilized with temporary measures before or upon commencement of the permitted activity, and maintained until permanent measures are in place. The removal and re-establishment of vegetation must be in accordance with the submitted vegetation assurance.
- 12. The tree pest, Hemlock woolly adelgid (HWA), is known to infest Eastern hemlock and Tiger-tail spruce trees in this county. The Michigan Department of Agriculture and Rural Development (MDARD) has issued a quarantine on the movement of all branches, boughs, any tree part bearing twigs and needles and uncomposted, chipped/shredded/ground parts that include twigs and needles. Issuance of this permit does not obviate the need to obtain approval to move Eastern hemlock and Tiger-tail spruce parts off the project site prior to commencement of construction activity as stated in the quarantine effective on July 5, 2017 by authority of Public Act 72 of 1945, as amended. In Allegan and Ottawa counties, contact MDARD Region 2 Supervisor, Mr, Mike Hansen, hansenmg@michigan.gov or 269-429-0669. In Muskegon and Oceana counties, contact MDARD Region 1 Supervisor Mr. John Hill, hillj1@michigan.gov or 231-922-5233.
- 13. The transport of construction materials/excavated sand and access to and from the site shall be via the existing access driveway/roadway.
- 14. A separate temporary driveway or access road is not permitted for construction activities.
- 15. Impacting the dunes is not permitted outside of the approved disturbance area including activities such as driving machinery on any slopes steeper than one-on-three (33%), or storing (permanently or temporarily) machinery, soil, materials, equipment, or removed vegetation, on any slopes steeper than one-on-four (25%).
- 16. Only clean sand shall be placed in areas depicted on the site plan. Where mature trees are present, sand shall not be placed greater than two (2) inches deep. Where shrubs are present, sand shall not be placed greater three (3) inches deep. In areas of open sand or dune grass, sand shall not be placed greater than 18 inches deep.
- 17. All excess woody debris, concrete, building materials, or other types of soil must be deposited off site, outside of the Critical Dunes Area.
- 18. If it is not feasible to dispose of excess excavated sand or soil on-site, then it must be deposited offsite, outside of a regulated critical dune area, floodplain, lake, river, stream, or wetland, and stabilized with temporary measures until permanent measures are in place. Permanent measures shall be in place within five (5) days of achieving final grade.
- 19. "As-built" construction plans of the completed project shall be submitted to the MDEQ Kalamazoo District Office within 30 days of project completion. The as-built plans shall be sealed and signed by a

licensed professional engineer, and shall certify that the project has been completed in accordance with this permit.

- 20. This permit authorizes construction only of those specific "Authorized Activities" listed above. It does not authorize other regulated activities or construction, such as: houses, additional driveways, pools, decks, landscaping, tennis courts, additional buildings, parking areas, or other utilities which are not specifically depicted on the attached plans.
- 21. If any change or deviation from the permitted activity becomes necessary, the permittee shall request, in writing, a revision of the permitted activity and/or mitigation plan from the MDEQ. Such revision requests shall include complete documentation supporting the modification and revised plans detailing the proposed modification. Proposed modifications must be approved, in writing, by the MDEQ prior to being implemented.

Upon signing by the permittee named herein, this permit must be returned to the MDEQ's Water Resources Division, Kalamazoo District Office for final execution. This permit shall become effective on the date of the MDEQ representative's signature.

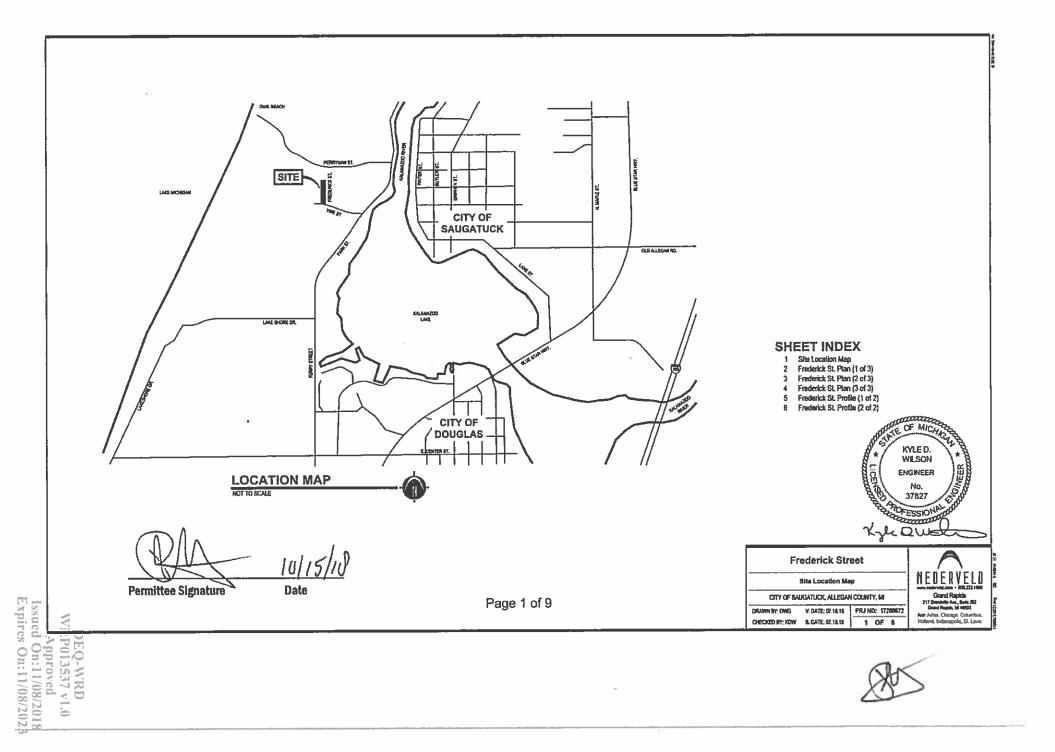
Permittee hereby accepts and agrees to comply with the terms and conditions of this permit.

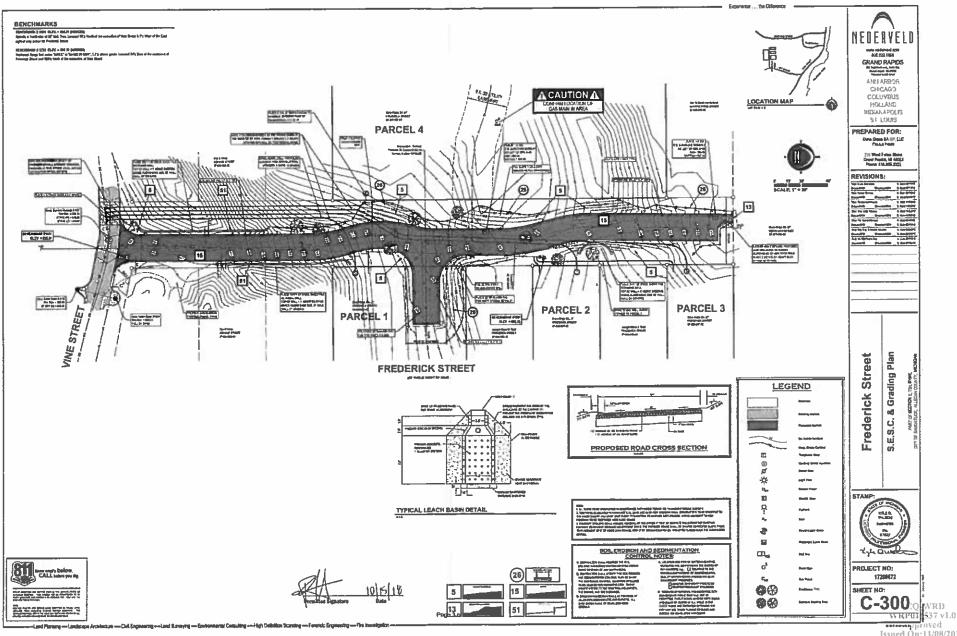
Х sa5 NQ. Permittee Х Printed Name and Tile of Permittee

Issued By:

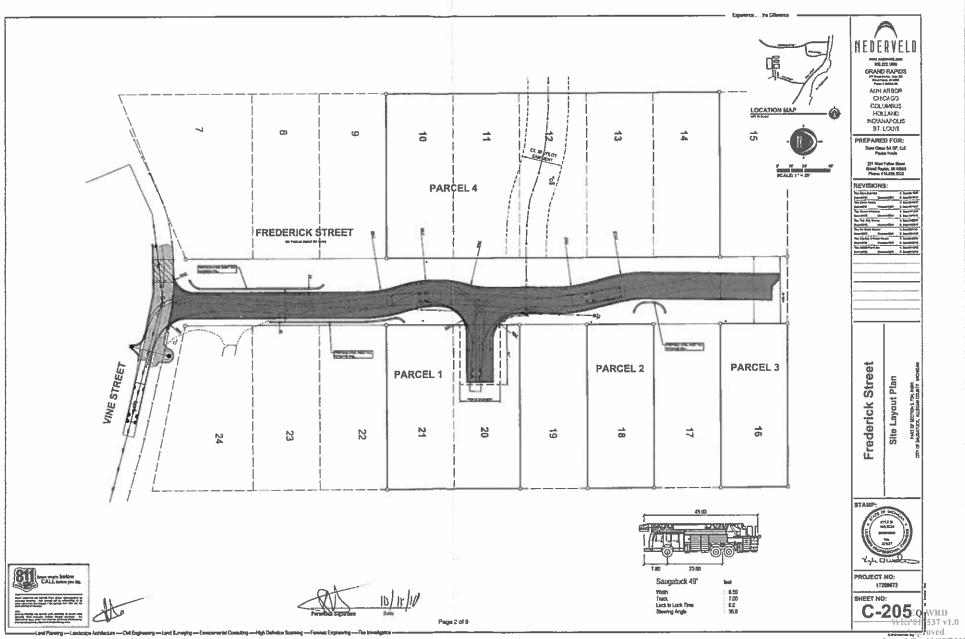
John Bayha, P.E. District Engineer Kalamazoo District Office Water Resources Division bayhaj@michigan.gov 269-568-2680

cc: City of Saugatuck Clerk Allegan County SESC Agent Mr. David Barker, Agent Mr. Michael Hayes, Agent

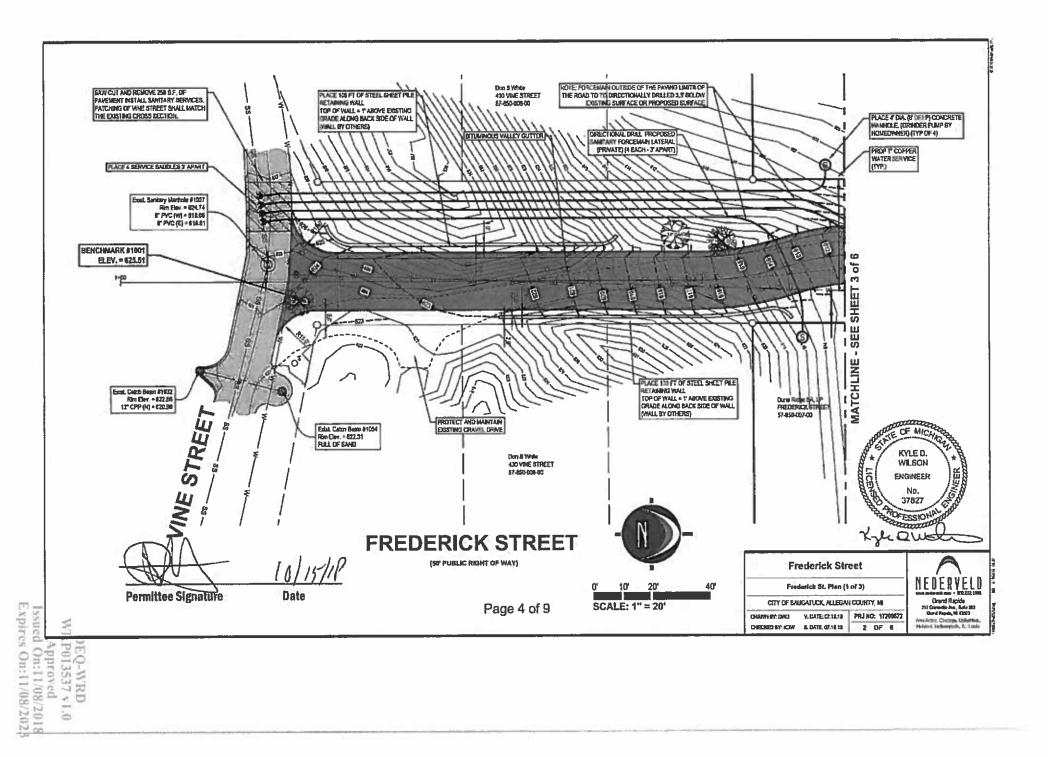


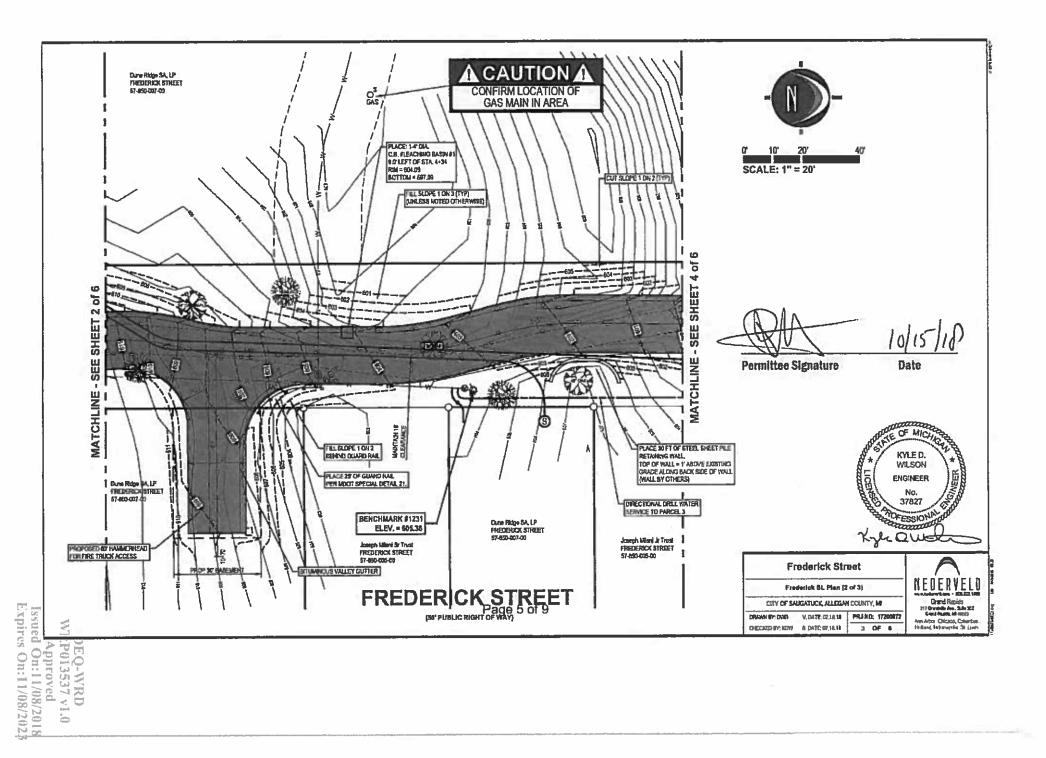


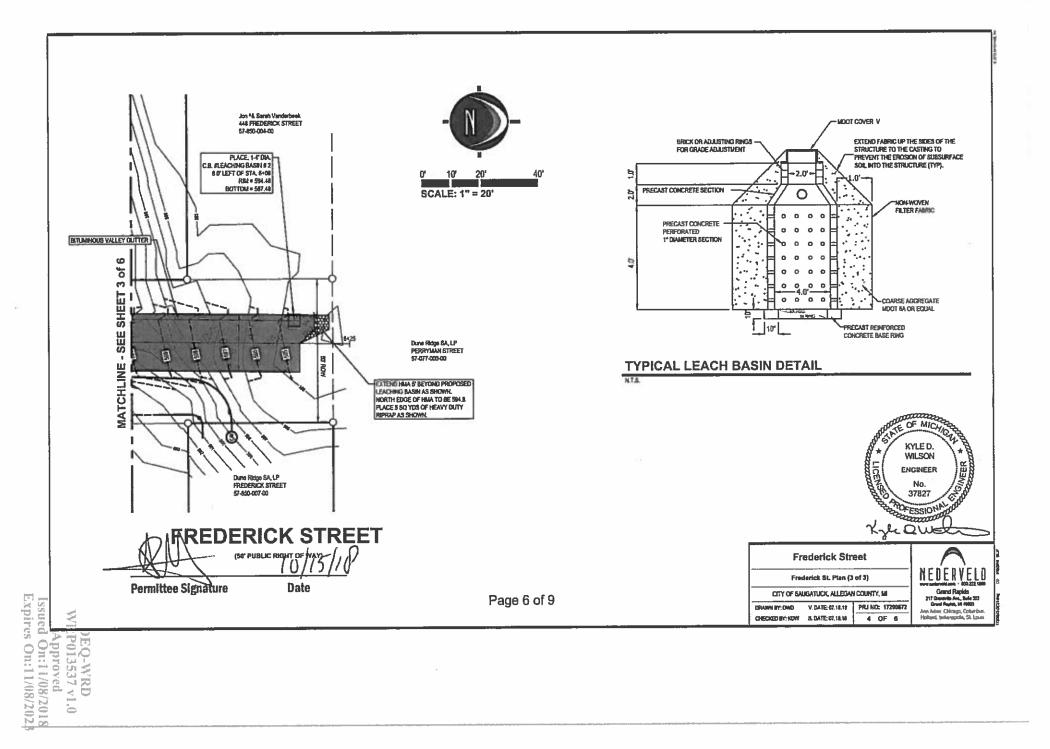
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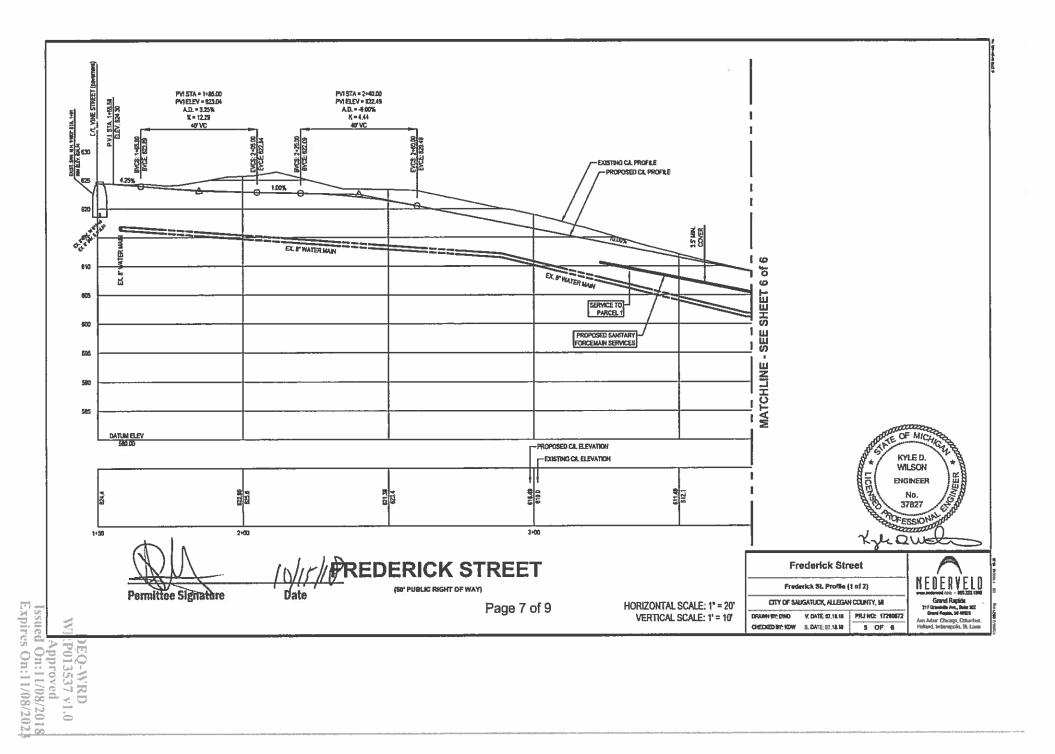


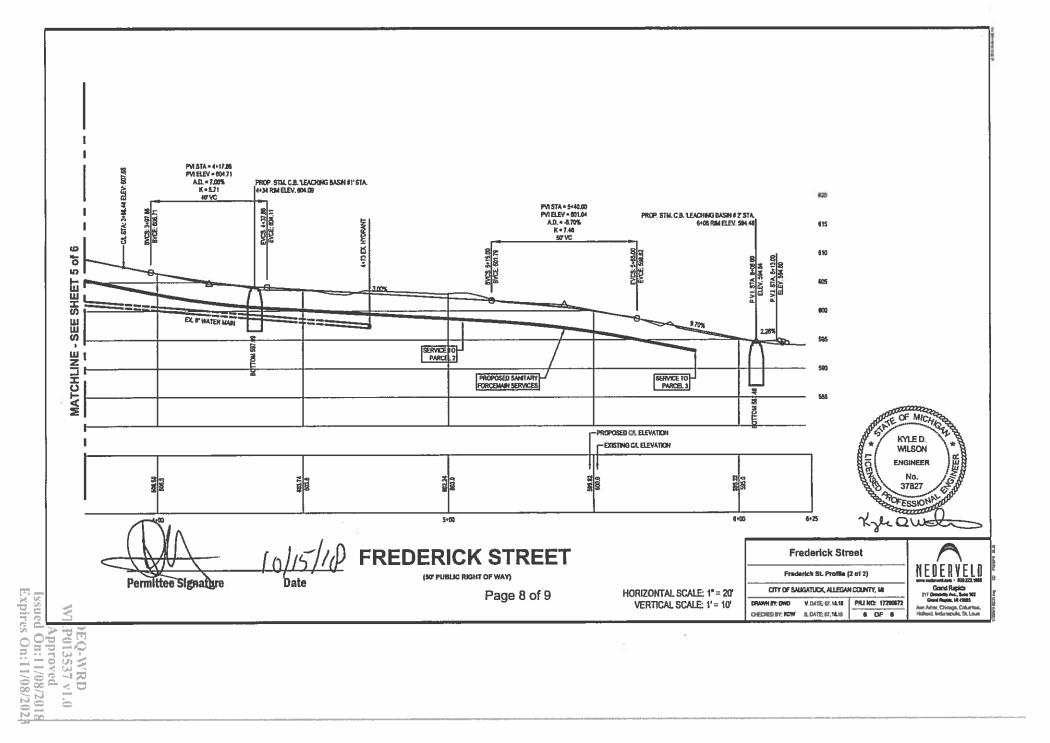
Issued On:11/08/2018 Expires On:11/08/2029

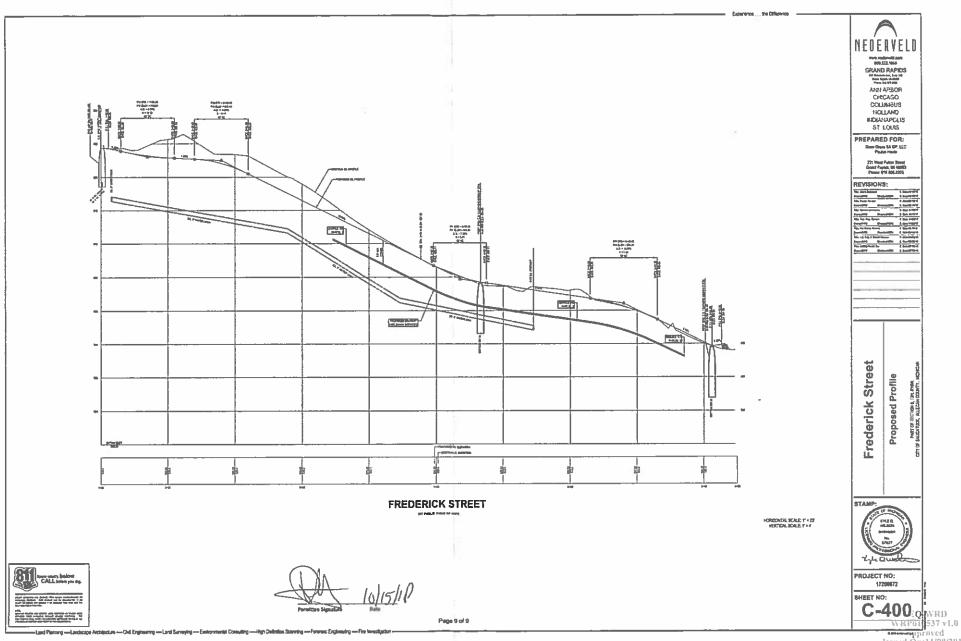












Issued On:11/08/2018 Expires On:11/08/2029

14B Item



City Council Agenda Item Report

City of Saugatuck

FROM:	Cindy Osman, Zoning Administrator
MEETING DATE:	February 25, 2019
SUBJECT:	Historic District Commission Appointment

DESCRIPTION

The Historic District Commission has had a vacancy on the board since August 1, 2018 when a previous member did not seek reappointment, therefore, this vacancy is to fill that remaining term. This appointment is very important as at times it's difficult to hold a meeting due to lack of a quorum.

Per the City Ordinance, Section 152.06, appointments shall be made by the Mayor subject to the confirmation/approval of the City Council. The Mayor's appointment is as follows:

Historic District Commission with said term expiring August 1, 2021 Keith A. Paterson

BUDGET ACTION REQUIRED N/A

COMMITTEE/COMMISSION REVIEW N/A

LEGAL REVIEW N/A

SAMPLE MOTION:

A motion to **approve/deny** the Mayor's appointment of Keith A. Paterson to the Historic District Commission with said term expiring August 1, 2021.



Phone: 269.857.2603 Fax: 269.857-4406 P.O. Box 86, Saugatuck, MI 49453 Website: www.saugatuckcity.com

APPLICATION FOR APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

Name: Keith A. Paterson	Home Phone:	
Home/Mailing Address: 33	35 Culver St.	
E-mail Address.	<u> </u>	
Employer: Retired	Occupation/	Position:
Business Phone:	Business Re	eference:
Are you a Saugatuck City	resident? Y Are you a registered	Saugatuck City voter? Y
Do you or your employer of interest? <u>N</u> If yes, exp	have any business dealings with the C blain	ity which might present a conflict
Serving on a Board or Co regularly scheduled meeti	mmission can be time-consuming. Ai	re you committed to attending all
On which Boards and/or (Commissions would you be willing to se	erve?
Planning Commission	Historic District Commission	Zoning Board of Appeals
Board of Review	Harbor Commission	Township Fire Board
Twp. Recreation Comm.	Kalamazoo Lake Sewer & Water	Library Board
Interurban Transit Auth	Peterson Nature Preserve	Construction Board

Please describe any qualifications, expertise or special interests that relate to your possible appointment:

See cover letter.

You may wish to submit a cover letter with your application. Please return the original to the City Clerk's office at the above address for processing. The City of Saugatuck recognizes and supports the concept of balanced representation in regard to filling vacancies on Boards and Commissions. To this end, every effort is made to appoint members who represent Saugatuck's diverse community, including citizens of all ethnic groups as well as people with disabilities. Reasonable accommodations and equal access to communication are provided upon request.

Signature: Keith A. Paterson

Date: 2-6-19

**Disclaimer: Per the City of Saugatuck's retention schedule this application will be kept on file for twelve months, unless you are chosen to serve on a board, then this application is kept on file for the duration of your term.

COPY: Mayor City Council City Clerk

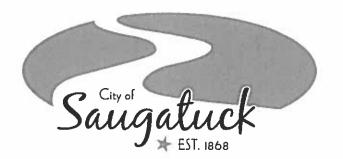
February 6, 2019

Attached is my application for appointment to the Saugatuck Historic District Commission. Below is a bit of my background that may help as you consider my appointment to the Commission.

 Resident - Saugatuck Historic District 	2015-present
 Resident - Northville, MI Historic District (527 W. Dunlap) 	1999-2015
 Renovated 1862 residence, honoring district guidelines 	
 Built 'city barn' on same property (non-contributing) 	
 Board member – Northville Historical Society 	2000-2010
 Responsible for Mill Race Village buildings and grounds 	
 Built J.M. Mead General Store on-site with volunteers 	
 Work history – General Motors Product Development 	1973-2009
 Program Engineering Manager 	
o Vehicle Performance Manager	
 Vehicle Architecture Manager 	
 Design engineer – powertrain 	
 Education – General Motors Institute, BSME 	1978

Thank you for your consideration,

Keith Paterson



CITY OF SAUGATUCK NOTICE OF PUBLIC HEARING

The City of Saugatuck Planning Commission has scheduled public hearing for 7:00 p.m. on Thursday, March 21, 2019 at Saugatuck City Hall, 102 Butler Street, Saugatuck Michigan, to receive comments regarding a proposed ordinance amendment:

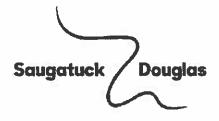
• A public hearing for an ordinance amendment to prohibit new residential use of property in the C-2 Water Street South zone district.

Copies of the proposed amendments are available at City Hall during normal business hours, Monday - Friday, 8:30 AM to 5:00 PM. Written comments will be received and collected at P.O. Box 86, Saugatuck, Michigan 49453. If received by 4:00 PM on the date of the hearing, they will become part of the record. Oral comments may be made at the hearing.

The hearing is open to the general public and all interested parties are invited to attend. Aids and services necessary to assist those individuals with special needs will be provided upon five (5) day notice to the City Clerk's office.

Monica Nagel, CMC City Clerk Dated: February 15, 2019 (269) 857 2603

17B



MEDIA ADVISORY

PURE MICHIGAN TO UNVEIL 2019 SPRING/SUMMER TRAVEL GUIDE AND HIGHLIGHT THE SPRING/SUMMER SEASON

Saugatuck Douglas Area Convention and Visitors Bureau and Dave Lorenz of Travel Michigan to host open house and press conference on Feb. 25

SAUGATUCK, MI – The Saugatuck Douglas Area Convention and Visitors Bureau is excited to host an open house and press conference with Pure Michigan to debut of the new 2019 Spring/Summer Pure Michigan Travel Guide.

Travel Michigan Vice President Dave Lorenz will unveil this year's cover for the popular travel guide that has a circulation of **more than 1 million copies** and is one of the premier travel and tourism marketing publications produced in the country. In addition, Lorenz and SDACVB Executive Director Josh Albrecht will highlight the busy summer season ahead for the state of Michigan and the towns of Saugatuck, Douglas and Fennville.

WHO: Travel Michigan Vice President Dave Lorenz and the Saugatuck Douglas Area Convention and Visitors Bureau.

WHAT: Announcement of the Spring/Summer Pure Michigan Travel Guide and unveiling of this year's cover photo. Lorenz will highlight new and exciting updates for the summer season in Michigan. In addition, the SDACVB will share information about a special start to the summer season for the Saugatuck Douglas area.

WHEN: Monday, February 25, 2019, at 1 p.m.

WHERE: SDACVB Welcome Center, 95 Blue Star Highway, Douglas, MI.

###

Contact: Josh Albrecht, Executive Director, Saugatuck Douglas Area Convention & Visitors Bureau 269-857-1701 // josh@saugatuck.com

170



Join Us! RiverTalk Allegan:

March 19, 2019 6pm – 8pm

The Griswold Auditorium 401 Hubbard St. Allegan

Thank you to our sponsors!







ODC Network





Third Coast Conversations

Through a special grant program of the Michigan Humanities Council, dubbed "Third Coast Conversations," the Kalamazoo River Watershed Council is partnering with The Outdoor Discovery Center, the City of Allegan and the Allegan Conservation District to host the second of two FREE community conversations centered on linking the resources, lives, and livelihoods of the Kalamazoo River and all of its inhabitants.

Third Coast Conversations aim to heighten the general public's knowledge of Michigan's incredible water resources and expand our ability to network and contribute to conversations about our human and natural history, as well as the challenges and opportunities, in our contemporary environment. Specific goals for this free public event include:

- Engaging the public in a conversation about the Kalamazoo River's history and the river's role in the community now and in the future
- Gaining feedback on needs and desires for future engagement with the Kalamazoo River Watershed Council and the Kalamazoo River community
- Supporting a growing network of partnerships between the KRWC, local groups and individuals who value life on the Kalamazoo River

The event will have an intentional but casual structure with plenty of time for introductions, networking, and breakout time for conversations focused on natural resources, recreation, river history, education, policy, business, arts and culture. Catered refreshments provided free of charge.

If you have questions or comments, please contact Dr. Kenneth Komheiser, KRWC President, at (269) 330-1097, ftwrc@aol.com or David Nyitray, COO, Oudoor Discovery Center at (616) 393-9453, david@outdoordiscovery.org.

RSVPs are not required, but guests are encouraged to follow the event and register at kalamazooriver.org/events.