



CITY COUNCIL WORKSHOP AGENDA April 8, 2021 – 4: 00 pm

1. **Call to Order**
2. **Roll Call**
3. **City Manager's Report**
4. **Agenda Changes** (Additions/Deletions)
5. **Public Comment** (Limit 3 minutes) Select "unmute" mic in the Zoom interface and speak your name to be recognized or press *6 if you are calling in by phone to unmute your phone to speak.
6. **Discussion Items:**
 - A. **Radar Building Request**
 - B. **Special Event Permit** - Saugatuck Center for the Arts
 - C. **Floating Homes** - Review Draft Ordinance
 - D. **Dune Grass Fence**
 - E. **Proclamation** - Radar Hill Hiking Club
 - F. **Banner Sign Request** - Household Hazardous Waste
 - G. **Finalize Strategic Meeting Date**
7. **Consent Agenda:**
 - A. **Spear Street Boat Launch Agreement**
 - B. **Social District Resolution for Whiskey and Butter**
 - C. **Culver Street Parking Agreement**
8. **Public Comments:** (Limit 3 minutes) Select "unmute" mic in the Zoom interface and speak your name to be recognized or press *6 if you are calling in by phone to unmute your phone to speak.
9. **Communications:**
 - A. **Bonnie Lowe** - Art Club Craft Fairs
 - B. **Bill Lint** - Park Street Safety
 - C. **Catherine Simon** - City Sidewalks
 - D. **Glenna DeJong** - Lowes Grant Nomination
 - E. **Jon Vanderbeek** - Tri-Community Trail Master Plan
10. **Council Comments:**
11. **Adjourn** (Roll Call)

NOTICE:

This public meeting will be held using Zoom video / audio conference technology due to the COVID-19 restrictions currently in place.

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

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

Then enter "Meeting ID":
2698572603

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

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

City Managers Report – Highlights April 8th, 2021

Social District Update

The Social District has commenced. The number of businesses that have applied for the city resolution, stands at ten (10).

High water decisions

Removal of Hesco sand barriers and opening of boat ramp has been completed. Staff is looking into additional screening of the black fence around the pump on Water Street in the form of flower boxes. These flower boxes can be relocated after serving their screening purpose. The Garden Club has agreed to maintain flowers. Information from the Army Corp: Lakes Michigan and Huron are 10.8 inches lower at the end of March 2021 compared to one year ago. By May 2nd water levels are forecast to rise by 2 to 4 inches on Lakes Michigan-Huron.

Wick's Park

Preliminary discussions on renovations to the gazebo are underway. I have been made aware of the history and been briefed on the general sentiment of the community. A citizen led effort to apply for a Lowes Home Improvement grant is underway, information included under correspondence.

MDOT to rebuild southbound I-196 from Holland to Saugatuck

The Michigan Department of Transportation (MDOT) project has commenced on I-96. No issues reported to date. Please find information about the project here: <https://www.michigan.gov/mdot/0,4616,7-151-9620-554583--,00.html>

Blue Star Trail Update

Administrative progress is being made by the Tri-Bike Committee, Friends of the Blue Star Trail (FOTBST) and supporting staff. Each participating municipality will be presenting three agreements to their respective Board and Councils in April. The agreements include: 1) Interlocal between the municipalities, and eventually have Allegan County Road Commission join on when the time is appropriate 2) Engineering contract that three municipalities enter jointly 3) Agreement with FOTBST that commits to funding the engineering.

The basic concept to move this project forward is as follows:

- 1) The engineering is broken out into phases. This allows the Friends Group to not overcommit financially, and for any municipality that may not want to proceed with additional phases to bailout.

- 2) There are three main engineering phases. 1) Conceptual design and grant application 2) Final design 3) Construction Management
- 3) The three municipalities will enter three agreements that are running parallel, likely at their April meetings.
- 4) The FOTBST will commit to funding the engineering phases and capital cost for the project. They will use their existing relationship with the Allegan County Community Foundation to demonstrate that the funds have been committed and reserved for this project (phase by phase).
- 5) Invoices will be sent to a representative of FOTBST from the engineer for services rendered.

Floating Homes

The draft ordinance is presented for consideration in the April Agenda Packet.

Dune Ridge Updates

Recommendation presented in April Agenda Packet for consideration. The Historical Society has indicated interest on construction an “historical storyboard” for the Chain Ferry along the fence.

Road resurfacing (and utility) projects

North Park Street – Please see updates provided here: <https://www.saugatuckcity.com/park-street-north.html> . Additionally, Consumers Energy replaced the leaning utility pole which required elevated communication because of road closure. Special thanks to the Fire Department for providing message board signage and taking precautions to provide emergency services on short notice.

Park Street- Discussions on the project will likely include adding waterline service replacement to the scope causing further delays on the project.

Campbell Road The city agreed to proceed a grant for the project. If the grant is not awarded, the project can be completed fall of '21. If the grant is awarded the project would become a spring '22 project. This is a shared project with Douglas.

Master Project List & Strategic Planning

Reviewing this list with Council is a high priority for staff. A portion of the strategic planning meeting will be a discussion on the Council Management form of government and how we can work best as a team. I’m hopeful that a date and time for the meeting can be decided on at the Monday night Council meeting.

Radar Signs

Radar signs have been received and placement is being coordinated by Allegan County Sheriff's Dept. A special thanks to Lt. Ensfield and Saugatuck dedicated Sheriff's for their willingness to manage the radar signs.

Milfoil update

Staff continues to receive interest from lakefront owners after we expanded the outreach.

Peter- plans to create invoices to track payment (or lack thereof) to be sent out mid-April and returned by mid-May.

First treatment will be scheduled early to mid-June, and a second application mid-to-late July and a third mid-to-late August if needed. Have discussed splitting the EGLE permit fee with Douglas for treatment.

Oval Beach

Staff has begun the hiring process for Oval Beach.

Sidewalks

Scott Herbert and I have received numerous complaints regarding the condition of the sidewalks. Mostly, concerns with aesthetics, but there were some structural concerns as well. Scott and I took a tour to review the conditions. Scott concluded that the concerns are valid, and he would take corrective action. In addition to the note below, he mentioned there will need to be some sidewalk replacement in the fall.

From Scott:

It looks like we'll be taking delivery of our new sidewalk planer early next week. This is the same model that we had used a couple of years ago. Unlike the recent grinder that we used; this one will leave the sidewalks much smoother. Keep in mind that we are well within the busy season right now so it will take us time to go over all of the grinds from this past winter. It will be a "filler" type job which means that we will work on them as we can squeeze them into our schedule. As always, we will start downtown and then work into the residential areas.

As an added bonus, if we receive any reports of uneven sidewalks in the future, we will have the capability to address the issues as they are identified vs. getting to the point where we need to do over 150 at a time 😊. Doing a few here and there would be unnoticeable.



6A

City Council Workshop Discussion Item Report

To: Saugatuck City Council
From: Ryan Heise
Meeting Date: April 8, 2021
Regarding: Mt. Baldhead Radar Facility

Staff has received a request from the Historical Society to not make any immediate decisions on the Mt. Baldhead Radar Facility. The Historical Society would like the opportunity to perform their due diligence on determining if the radar facility can be preserved. Please see the attached information provided by the Historical Society.


Mt. Baldhead Radar Facility

A Brief Overview
March 18, 2021




1

Mt. Baldhead Radar Facility



- The Mt. Baldhead radar facility is a local icon. There is no shortage of documentation that confirms the important role that it has played in the local community over the years.
- The Mt. Baldhead radar facility is historically significant, but is in serious disrepair due to age, neglect, and vandalism.
- *Our primary goal right now is to convince Saugatuck city council members that saving and preserving the radar facility should be a high-priority strategic project and that the city council (with community assistance) should take the lead.*

2



Mt. Baldhead Radar Facility

- One of many similar facilities built throughout the U.S. during the 1950s Cold War, the Mt. Baldhead radar facility – the tower, building and its contents – is most likely one of the few surviving today.
- The technology used then was the precursor to modern computing as we know it today and was very much part of America's electronics evolution.
- There is a strong national interest in the Semi-Automatic Ground Environment (SAGE) radar system and its "gap filler" radar towers, dedicated to preserving its role in U.S. history.

<https://www.radomes.org/museum/acwgapfiller.php>

- The radar facility is a major asset for Saugatuck/Douglas with both historical and sentimental value that has yet to be fully utilized as a destination attraction that would develop even more tourism to the area.

3

"During the late 1950s another area of progress was the development and deployment of AN/FPS-14 and AN/FPS-18 gap-filler radars. Having a range of around sixty-five miles, these radars were placed in areas where it was thought enemy aircraft could fly low to avoid detection by the longer-range radars of the permanent and mobile radar networks. Gap-filler radar deployment peaked in December 1960 at 131 sites throughout the continental United States. Because the introduction of gap-filler radars alleviated the need for civilians to scan the skies for enemy bombers, the ADC disestablished the Ground Observer Corps on January 31, 1959."

Searching The Skies
 USAF Air Combat Command
 June, 1997

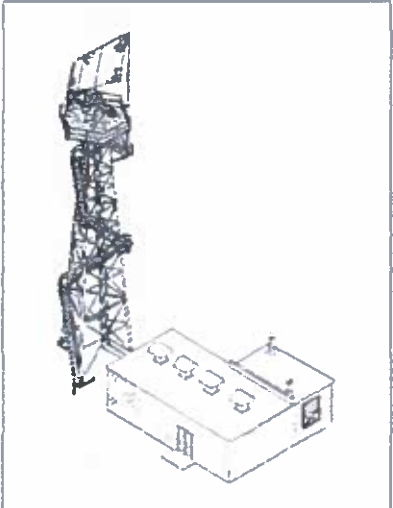
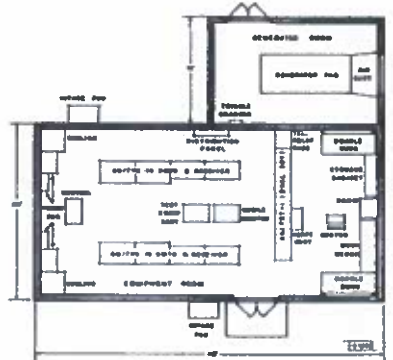


Figure 1-1. Typical FPS-18 Site



Typical Gap-Filler-Site Floor Plan.

4

Mt. Baldhead Radar Facility



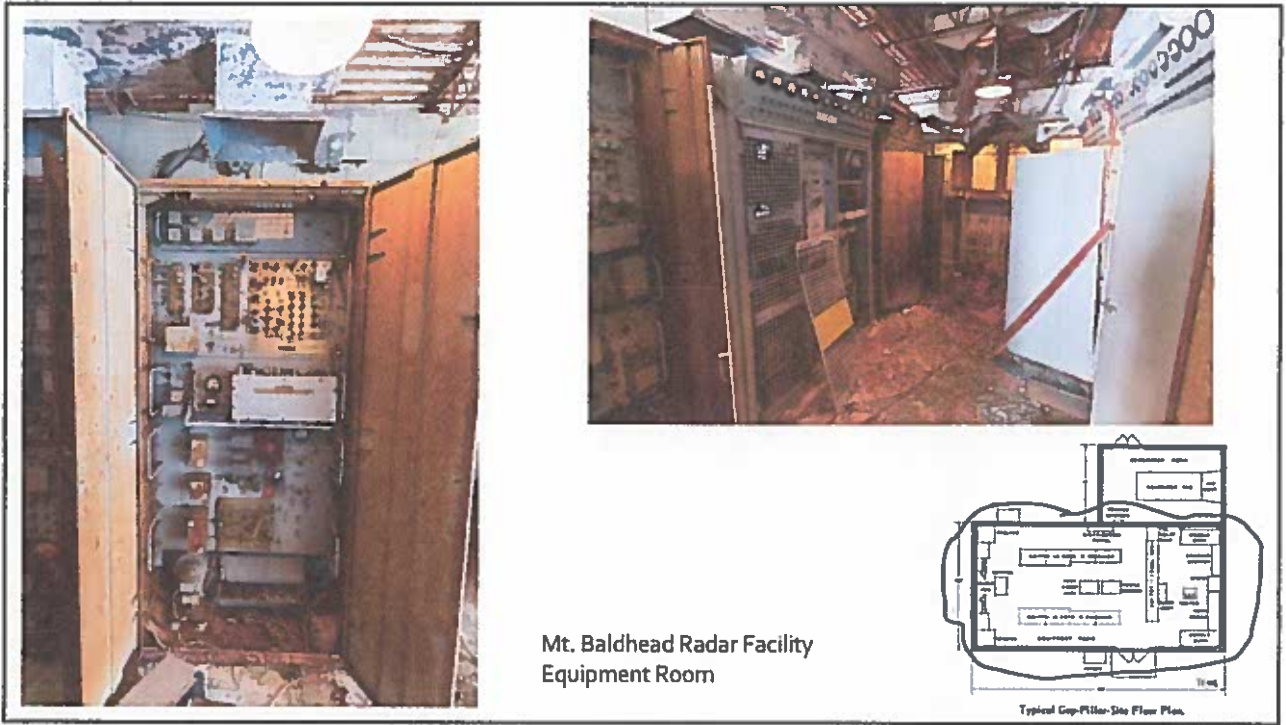
- We'd like to see the Saugatuck city council appoint a working group to investigate current and future options for the restoration, use and maintenance of Mt. Baldhead Park.
- This working group would be given a defined length of time (i.e. 90 days) to complete their study and present council with a final report detailing their findings and a range of recommendations for discussion and potential adoption.
- Group members (appointed by Council) would include representatives from the City of Saugatuck (for example):
 - City Council & City Manager
 - City Planning Commission
 - Department of Public Works
 - City engineering firm (Fleis and VandenBrink)
 - A representative from the Saugatuck-Douglas History Center
 - A representative from the Tri-Community Recreation program
 - A representative from the community and others?

5



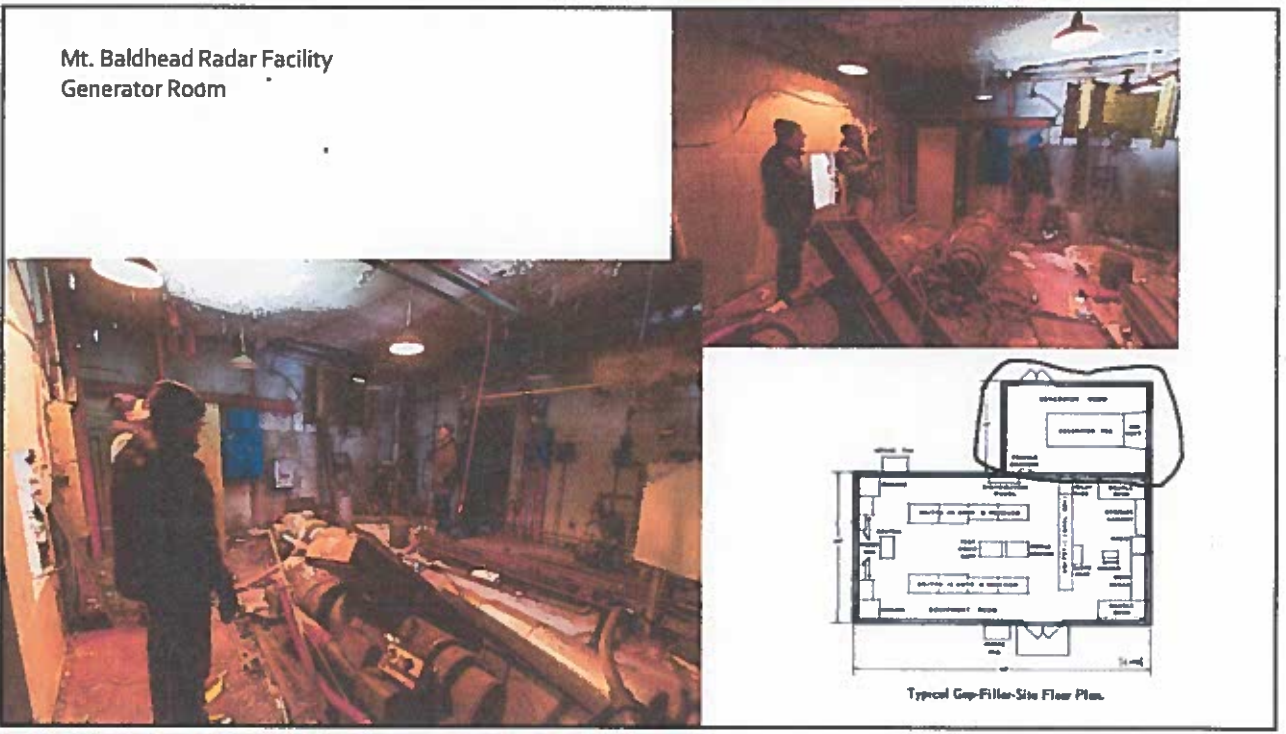
Mt. Baldhead Radar Facility today

6



Mt. Baldhead Radar Facility Equipment Room

7



Mt. Baldhead Radar Facility Generator Room

8



6B

City Council Workshop Discussion Item Report

To: Saugatuck City Council
From: Erin Wilkinson
Meeting Date: April 8, 2021
Regarding: Special Event Permit – Saugatuck Center for the Arts

The Saugatuck Center for the Arts would like to host an event called “Jump into Summer” in Coghlin Park on June 4th from 5-9pm for around 300 people. Part of the event will be hosted at the SCA with kids and family activities in the park. The event will be free to the public and SCA feels they will be able to comply with current local and state COVID-19 precautions. As part of the application they are requesting yard signs, a banner under the palette sign and event signage along the sidewalks between the two venues.



Council Action
_____ Approved
_____ Denied
_____ Date

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

SPECIAL EVENT APPLICATION

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

SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: Saugatuck Center for the Arts TELEPHONE: 269-857-2399
 MAILING ADDRESS: 400 Culver Street, Saugatuck MI 49418
 CONTACT NAME: Kristin Armstrong TELEPHONE: 269-857-2399
 E-MAIL ADDRESS: kristin@sc4a.org CELL PHONE: 269-921-2650

CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: Hannah Town-Bowen TELEPHONE: 269-857-2399
 E-MAIL ADDRESS: hannahtb@sc4a.org CELL PHONE: 989-285-8117

EVENT INFORMATION

NAME OF EVENT: Jump Into Summer DATE(S) OF EVENT: June 4, 2021
 PURPOSE OF EVENT: Free/Public Community Engagement RAIN DATE: N/A

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

EVENT LOCATION: Coughlin Park (& the SCA) EVENT HOURS: 5-9 PM

ESTIMATED NUMBER OF ATTENDEES: 300

ESTIMATED NUMBER OF VOLUNTEERS: 10

ESTIMATE DATE / TIME FOR SET-UP: June 4, 2021 2:00 A.M. P.M.

ESTIMATE DATE / TIME FOR CLEAN-UP: June 4, 2021 9:00 A.M. P.M.

EVENT DETAILS

WILL MUSIC BE PROVIDED DURING THIS EVENT: Yes No

TYPE OF MUSIC PROPOSED: Live Amplification Recorded Loudspeakers

PROPOSED TIME MUSIC WILL BEGIN: _____ END: _____

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

WILL ALCOHOL BE SERVED AT THIS EVENT: Yes No
 Provide Copy of Liquor Liability Insurance (listing the City as additionally insured)
 Provide Copy of Michigan Liquor Control License

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

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

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

"YARD" SIGNS - Number requested: 10 (Maximum size is 2' x 2'. Cannot be displayed no more than 15 days prior to first day of event and must be removed 24 hours after end of event.)

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

SIGNAGE AT EVENT SITE - Location(s): Along Culver St Sidewalk to direct people to crosswalk

Description of signs: Crosswalk, Entrance, Covid-19 Signage

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

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

BOOTHS – QUANTITY _____ TENTS – QUANTITY _____

AWNINGS – QUANTITY _____ TABLES – QUANTITY 16

PORTABLE TOILETS – QUANTITY _____

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

If yes, where do you propose your vendors park? City Lot across from Coughlin Park

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

DEPARTMENT OF PUBLIC WORKS

APPROVED DENIED

Authorized Personnel Signature

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

- TRASH RECEPTACLES – QUANTITY _____ BARRICADES – QUANTITY _____
- TRAFFIC CONES – QUANTITY _____ PARKING SIGNS – QUANTITY _____
- FENCING WATER ELECTRIC RESTROOM CLEANING
- OTHER _____

POLICE DEPARTMENT

APPROVED DENIED

Authorized Personnel Signature

ADDITIONAL OFFICERS REQUIRED? Yes No

If yes please describe & include times _____ Officer presence on Culver Street throughout the event (5-9pm)

Other (describe): Already arranging with Sherrif Dept (Janel Hagerty)

SAUGATUCK TOWNSHIP FIRE DISTRICT

APPROVED DENIED

Authorized Personnel Signature

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

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

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

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

Describe Sidewalk Use: _____

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

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

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

Parking Lot Location: _____

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

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

What parking arrangements are proposed to accommodate potential attendance: _____

APPLICATION CHECK LIST

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

If document is missing, please explain: _____

The applicant and sponsoring organization understand and agrees to:

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


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

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

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

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

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



Applicant Signature

4/1/2021

Date



SAUGATUCK CENTER FOR THE ARTS

Jump Into Summer Community Event

A Proposal to the City of Saugatuck for use of Coghlin Park as a companion space for “Jump” children’s & family activities.

WHEN: FRIDAY, June 4, 2021 | 5 - 9pm | vendor set-up @ 3pm; clean up that evening

WHERE: SCA campus + Coghlin Park

WHY: *Jump Into Summer* is the SCA's “welcome to summer!” celebration for residents and guests. Jump’s events are free of charge (cash bar + food trucks) and suitable for all ages.

Jump Into Summer debuted in June 2019 as a vehicle for:

- Celebrating the start of the summer season for the entire community
- Providing bold entertainment (The Accidentals played in '19)
- Providing inspiring educational opportunities via the opening of our summer exhibition, the opportunity to meet the exhibition artist, plus make & take activities for families
- Catalyzing unexpected engagement, i.e. people of all ages from all walks of life
- Using the SCA's multidisciplinary programming along with great food and beverages to create a one-of-a-kind experience

This remains the strategy screen for this year’s Jump event.

WHAT: [The Jump into Summer free of charge event](#) will include:

- MUSIC: [Mike Mains & The Branches](#) (suitable for all ages) @ the SCA
- ART: Summer artist [Sandra Antongiorgi](#) plus the debut of her exhibition in our gallery
- HANDS ON: collaborative community art project PLUS hands-on projects for families and children [COGHLIN PARK]
- FOOD + BEVERAGE: a variety of food trucks, cash bar @ the SCA

- **ENGAGEMENT:** opportunities for guests to safely mingle; opportunities for children and families to engage with area non-profits and service providers

HOW: All events will be conducted using the latest Covid 19 protocols from the State + Allegan County Department of Health. The SCA staff has deep experience running outdoor events for groups (The Market, weddings, concerts, films) and is able to design event flow, provide signage, and provide adequate staffing to ensure guests' comfort and safety.

WHO: Free & open to the public. We're hoping to welcome 800 guests (implementing Covid constraints as needed).

Special Requests - Crosswalk Traffic Safety

Knowing guests need to cross the street to get from Coghlin Park to the SCA and vice versa, we're ultra focused on helping create a safe experience. We're proposing putting SCA volunteers - in vests or fun costumes - at the intersection of Culver & Griffith to guide guests.

COGHLIN PARK EVENTS

At the 2019 Jump Into Summer, hands-on activities for families & children happened in our parking lot. This year, as a result of Covid precautions, we want to move the hands-on activities across the street to Coghlin Park. Utilizing the Park's green space would:

- Provide needed space so families/guests can distance
- Offer an accessible, welcoming green space for all ages to play in
- Provide a super convenient "across the street" location for activities

Because Coghlin Park is so roomy, we propose hosting our make & take activities there AND ALSO inviting up to 12 local/area nonprofits that serve children and families to participate to create an even more engaging and inclusive event. Other partners may include:

- The [Outdoor Discovery Center](#) (could bring birds and animals)
- Saugatuck Douglas History Center
- Douglas Public Library
- S-D Boys & Girls Club
- Ox-Bow School of Art
- John Ball Zoo (could bring animals)
- [Big Read Lakeshore](#)
- [Fennville Children's Museum](#)
- [Scrapyard Climbing Collective](#)
- [Striketime Dance Theater](#)
- [Velo City Kids](#)

Coghlin Park events would run from 5-9PM, just like the other Jump events across the street at the SCA. Everything at the Park would be cost-free and all-ages; all are welcome. NO food or beverages at Coghlin Park (all food & beverages would be at the SCA).

Non-profit partners are allocated spaces around the perimeter of the area; each is responsible for their own set up (tables, animals, etc.).

As event coordinator, the SCA staff will:

- Recruit appropriate family-friendly non-profit partners
- Work with the city to create the layout for partners
- Provide “crossing guards” to safely usher guests across the street at the corner of Culver & Griffith
- Coordinate both the event setup and tear down
- Work with the City staff on safety issues, garbage collection, etc.
- **NOTE:** this event does not require fencing as there is no alcohol, no entry fee, and is all-ages appropriate

We understand that Coghlin Park needs to be available for public use during the event; indeed we would welcome picnickers, frisbee-players, dog walkers, etc. Our intent is to create an energetic, exciting experience that mashes up art, music, design, our environment, and physical activity for all ages.

Please note that we have successfully utilized this model in Fennville for several years during our Community Fiesta marking the end of summer school for Fennville students.

Event Contacts:

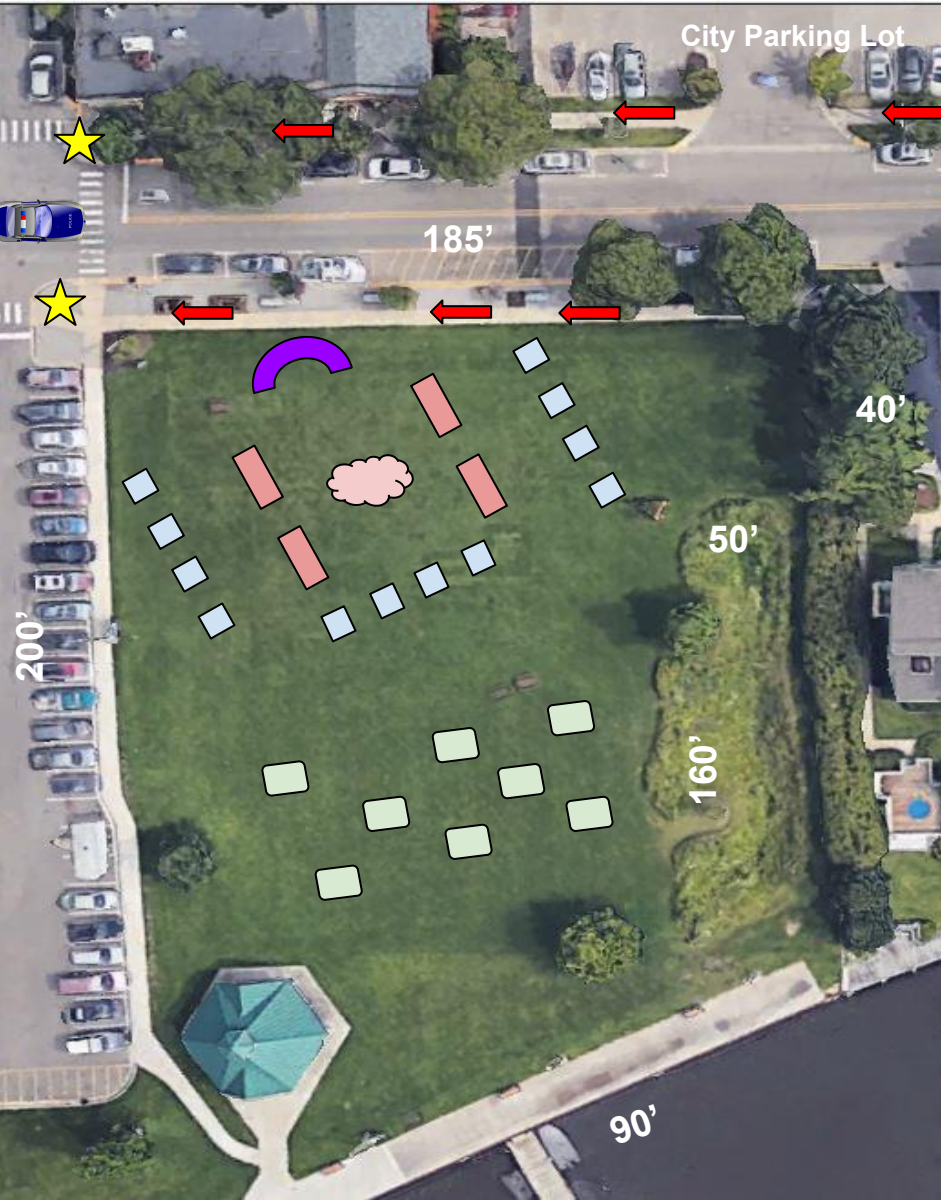
Maribeth Van Hecke , Performance & Engagement Manager



Hannah Town-Bowen , Operations Manager






Whitney Valentine , Education & Exhibitions Manager




Meghan Hollister , Education Outreach Coordinator

Kristin Armstrong , Executive Director



-  SCA Lot Fences Up
-  Cop Car for Police Presence // Traffic Direction
 - Coordinate with Sheriff Dept

-  SCA Community Art Project
-  Summer Eye Catcher ENTRANCES
-  Community Tables - 6ft Social Distanced
-  SCA Activities Table
-  Picnic Area for Families
 - Will need signage (Sandwich Board)

- Music on SCA Stage
- PLAZA - Seating/Chill Space - 6 ft Spaced Out
-  Food Trucks - Guests can go sit in Plaza or Coughlin Park Picnic Area
- Access to SCA Bar Under Our Pavilion
- **Angled tables to encourage using crosswalk/entrance**
-  Signage to encourage crosswalk use
-  SCA Crosswalk Volunteers "Walking Characters"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/01/2021

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

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

PRODUCER Saugatuck Harbor Insurance Agency 102 S. Blue Star Hwy, Ste. 118 PO Box 730 Douglas MI 49406		CONTACT NAME: Marlene Crippin PHONE (A/C, No, Ext): (269) 857-1751 E-MAIL ADDRESS: marlenec@shinsurance.com		FAX (A/C, No): (269) 857-1838	
INSURED Saugatuck Center for the Arts Po Box 940 Saugatuck MI 49453		INSURER(S) AFFORDING COVERAGE INSURER A : Michigan Millers Ins. Co.			NAIC #
		INSURER B :			
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** City of Saugatuck **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		C0518363	09/20/2020	09/20/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Liquor \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		W0514482	01/04/2021	01/04/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is shown as additional insured in regards to General Liability for the Jump in the Summer Event on June 4th 2021 at Coghlin Park.

CERTIFICATE HOLDER City of Saugatuck 102 Butler St Saugatuck MI 49453	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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6C

City Council Workshop Discussion Item Report

To: Saugatuck City Council
From: Ryan Heise
Meeting Date: April 8, 2021
Regarding: Floating Home Ordinance

There have been numerous concerns presented to City Council and staff related to new floating homes in the city of Saugatuck. Concerns are wide ranging, everything from health-safety and welfare to view-scape concerns. Attached is a draft ordinance for Council's consideration. The ordinance is recommended to have both zoning and regulatory authority; the regulatory ordinance is included in the packet. The following are key considerations:

- Floating Homes or House Boats already exist and will be exempt from the new ordinance.
- Floating Homes may be acceptable in their proper location- specifically full-service marinas.

CHAPTER 99: FLOATING HOMES

Section

- 99.01 Findings
- 99.02 Definitions
- 99.03 [Prohibition or Allowance]
- 99.04 Licenses
- 99.05 Floating home and Moorage Standards and Requirements
- 99.06 Miscellaneous Matters

§ 99.01 FINDINGS.

The City Council hereby makes the following express findings regarding the desirability and necessity of the City adopting and enforcing this chapter:

(A) The mooring, docking and / or use of floating homes along the shoreline of the City, at or adjacent to docks, piers and mooring slips within or adjacent to the City and at similar locations, and the residential dwelling use of floating homes will likely create problems for, and negative impacts upon, adjacent and nearby lawful uses within the City as well as present unreasonable challenges to and negative impacts upon navigation by other boats and vessels.

(B) The long term mooring or use of floating homes as dwellings or structures of habitation will negatively impact the aesthetics of the City's waterfront areas as well as block the view of the Kalamazoo River at places by tourists and the occupants of many houses and dwellings located upland from the floating home mooring site, thus hurting tourism and lowering property values.

(C) Allowing floating homes to be used as habitable structures or dwellings would potentially circumvent many of the safeguards for dwellings and houses contained in both the

City Code and the City's zoning regulations, including, but not limited to, provisions regarding setbacks, parking requirements, zoning permits, building codes and permits, open space, and buffers.

(D) Marina facilities, docks, piers and other amenities and appurtenances along the waterfront within the City were and are intended to be utilized for temporary use for conventional boats and vessels, not for permanent or semi-permanent homes, dwellings or similar habitable structures. Furthermore, it is in the best interest of the City, as well as its residents, visitors and property owners, to have the waterfront generally clear of boats and vessels during the off season, not only for purposes of aesthetics but for environmental and safety reasons as well.

(E) Floating homes present many potentially challenging and unhealthy situations, including, but necessarily limited to, the disposal of sewage, providing clean potable water to the users and occupants of floating homes, managing trash and garbage disposal and ensuring that a floating home is not damaged or swamped by storms, severe wave action and impact with other boats or vessels.

(F) Floating houses and *de facto* housing subdivisions on or off shore are not compatible with the City's waterfront areas, building codes for dwellings, master plan or zoning regulations.

(G) The City Council finds that this chapter is both reasonable and prudent, and will promote the public health, safety and welfare of the residents, property owners and visitors of and to the City.

§ 99.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

(A) “Floating home” means any structure or item which is waterborne or is supported by means of flotation (or suspension over a river or lake), designed to be used without a permanent foundation, used, intended, or designed to be built, used, rented, leased, let, or hired out to be occupied, or which is occupied for living purposes with facilities for living and sleeping, and often cooking and eating as well. The term “floating home” shall also include a “floating house,” “liveaboards”, “ark,” “barge”, and any other boat or vessel which is designed or used primarily for living or as a house, domicile or dwelling rather than for water transport or recreational purposes. The definition of floating home can also include a “houseboat” which exhibits any of the following traits:

- (1) Is over 25 feet long.
- (2) Is over 15 feet in height above the water when calm.
- (3) Cannot be readily propelled through the water at a speed of at least 15 miles per hour.
- (4) Is not certified by the United States Coast Guard as a water-worthy boat or watercraft.

When determining whether a boat, vessel or float is a “floating home” for purposes of this chapter, the City of Saugatuck Building Official (or such other official as the City Council may designate) shall also consider the following:

- a. Whether the structure or item is usually kept at a fixed mooring point;
- b. Whether the structure or item is actually used on a regular basis for transportation or navigation;
- c. Whether the structure or item has a permanent or continuous connection to the shore for electrical, plumbing, water, or other utility service;
- d. Whether the structure or item has the performance characteristics of a vessel typically used for navigation or transportation on water;
- e. Whether the structure or item can be readily removed from the water;
- f. Whether the structure or item is used for intermittent or extended human-habitation or occupancy;
- g. Whether the structure or item clearly has a means of substantial and continuous propulsion, and appropriate power / size ratio;
- h. Whether the structure or item is safe to navigate or use for transportation purposes;
- i. Whether the structure or item has a factory or manufacturer installed and operable water propulsion system;
- j. That a structure or item could occasionally move from place to place in the water, or that it qualifies under a federal or state regulatory program as a vessel or boat, are factors that would not be determinative; and

k. Such other factors as are relevant to determining the nature of the item or vessel at issue.

(B) “Floating home moorage” means a waterfront facility and area for the moorage or docking of one or more floating homes, and the land and water premises on which such facility is located.

§ 99.03 [PROHIBITION OR ALLOWANCE]

[Alternative One – Floating homes shall not be used as a residence, house or dwelling or for permanent or seasonal habitation. No floating home shall be present, moored, docked or stored within the City at any dock, mooring, shoreline or land (or adjacent to or off shore from the City) for more than fourteen (14) days during any calendar month.]

[Alternative Two - Limited Allowance – No floating home shall be used, moored, docked or kept within or adjacent to the City or on or adjacent to any land, shoreline, dock, mooring or floating home moorage within or adjacent to the City except in full compliance with this Chapter.]

§ 99.04 LICENSES.

(A) No floating home shall be moored, docked, used or kept within the City or on or along any shoreline or land within or adjacent to the City for more than thirty (30) days per calendar year unless a City license has been issued for the floating home.

(B) An application for a floating home license from the City shall include all of the following information, items, and materials:

- (1) A fee as set by the City Council from time-to-time.
- (2) A fully completed City floating home application form.
- (3) Such additional information and materials as the City deems necessary.

(C) Licenses for floating homes shall be issued by the Building Official. The Building Official shall consider all of the following standards when determining whether or not to issue a floating home license:

- (1) Whether the application is fully complete.
- (2) Whether both the floating home and its proposed use and moorage area will meet all of the requirements of this Chapter and all other applicable City ordinances and codes.
- (3) Whether the floating home and its proposed use will be safe and sanitary.
- (4) Whether the proposed floating home is in keeping with the overall land use pattern in the surrounding area.
- (5) Whether the floating home will adversely impact, or be adversely affected by, normal area wave and water patterns and actions.
- (6) Whether all other applicable governmental regulations be satisfied.
- (7) Whether the floating home involved will generate the necessary extension or expansion of public facilities and services including, but not limited to, schools, roads, police, fire, water and sewer.

(D) The Building Official may attach reasonable conditions to the approval of any floating home license.

(E) A floating home license is valid for three (3) years. Upon the expiration of the floating home license, a new application must be filed with the City pursuant to subsection 99.04(B) hereof.

(F) The City shall have the authority at all reasonable hours to inspect any floating home with a City license.

(G) A floating home license may be revoked by the Building Official. When determining whether to revoke a City floating home license, the Building Official shall consider all of the following:

- (1) Whether the use, location or activities associated with the floating home violate any provision of this Chapter, any conditions of the floating home license, any other City ordinance or code or any county, state or federal law, regulation or statute.
- (2) Whether any of the standards contained in subsection 99.04 (C) hereof are being or have been violated.
- (3) The City determines that anything in the license application for the floating home (or any materials submitted to the City by the owner of the floating home) was erroneous, fraudulent or deceptive.

Once a floating home license has been revoked, no new license for the same floating home shall not be issued by the City for at least three years after the revocation.

The owner of a floating home may appeal a revocation of the floating home's City license to the City Council, so long as the owner of the floating home files a written appeal with the City within thirty (30) days of the date of the license revocation. For an appeal that has been timely filed with the City, the City Council shall hold a public hearing on the license revocation appeal, with at least fifteen (15) days prior written notice being mailed to both the owner of the floating home and the owners of all properties within 300 feet of the floating home moorage site (as shown in the City's most recent property tax roll). The decision of the City Council on any such appeal shall be final.

(H) The Building Official shall have the authority to require that a floating home be located in a specific area or placement within a floating home moorage, including, but not limited to, requiring a specific distance that the floating home be moored or secured away from walkways, docks, piers, seawalls and other fixtures or structures. The Building Official shall also have the authority to require stabilizing equipment and items for a specific floating home as is reasonably necessary for the stability and levelness of the floating home, as well as to prevent the floating home from shifting, drifting or moving towards or into another boat, structure, fixture or item.

(I) Under no circumstances shall a floating home be used, kept, anchored or moored overnight for more than 14 days during any calendar year in the following areas of the City's waterfront:

§ 99.05 FLOATING HOME AND MOORAGE STANDARDS AND REQUIREMENTS.

(A) Access.

The access to a floating home moorage site shall have not less than thirty (30) feet of land frontage abutting a public street for each floating home and shall be sufficiently graded, paved and maintained to support anticipated vehicular or other loads and minimize drainage and dust nuisances.

(B) Walkways.

Every floating home shall have access to a public street, yard or court by means of a system of primary and secondary walkways. The Building Official shall review such system and shall establish the minimum clear width of required primary and secondary walkways based upon a consideration of the number of floating homes and other occupancies served, the total length of the walkways and the number of access points provided for exit to a public street, yard or court. No walkway shall be less than four feet in width or be more than six feet in width.

(C) Parking.

At least two off-street paved parking spaces shall be provided on land for the exclusive use of each floating home.

(D) Garbage disposal.

The Health Officer shall determine the number and type of garbage and rubbish receptacles that shall be provided for all floating homes and accessory moorage uses. All garbage and rubbish receptables shall be adequately screened from public view.

(E) Laundry facilities.

A laundry room containing a minimum of two laundry trays, or two automatic washers supplied with hot and cold water shall be provided for each five (5) floating homes not equipped with such facilities.

(F) Lighting.

Every floating home moorage site (including the walkways to every floating home site) shall be illuminated by lights designed, constructed and maintained to provide an average light intensity of two footcandles in accordance with the recommendations of the Illuminating Engineers Society of America and as may be recommended by the City _____.

(G) Electrical service and wiring.

Electrical service and wiring in all floating home moorages shall comply with the requirements of chapter 555, "Boat Harbors and Marinas" of the National Electrical Code, current edition.

(H) Water distribution.

Plans shall be submitted by the owner of the floating home moorage to the Building Official showing complete details of the water service and piping system and shall be accompanied by calculations to verify the adequacy of said system to meet the demands of the

floating home. The design of said system shall comply with the other applicable sections of this Chapter (and applicable City codes) and shall meet all of the following requirements:

- (1) Plans. The plans shall show the size and location of each water meter and all water lines, as well as type, size and location of all required water service backflow prevention devices.
- (2) Materials. The use of nonmetallic or exposed steel piping on docks, floats, ramps or similar moorage facilities will not be permitted. Exposed copper tubing placed on these facilities shall be joined by brazing or by other equivalent methods. Flexible water supply connections to or located on said facilities shall be approved heavy duty type and each hose bib serving said facilities shall be an approved type incorporating a vacuum breaker.
- (3) Flexible Water Supply Connections. Flexible water supply connections shall be approved heavy duty type and shall be installed and supported so that at all times they will be above the moorage basin water level.
- (4) Backflow Prevention Devices. Each hose bib serving a dock, float, ramp or similar moorage facility shall be equipped with an approved vacuum breaker. No floating home which uses a pump or equipment which could cause a cross-connection potential shall have a direct connection to the water supply system.
- (5) Temperature and Pressure Relief Valves. A combination temperature and pressure relief valve shall be provided on all water heaters.
- (6) Wet Standpipes (Fire Lines). Water lines supplying wet standpipes must be

capable of supplying fifty (50) gallons per minute and maintain a residual pressure of thirty (30) pounds per square inch at the hose connection based on the minimum water supply. No fire pump inlet connection will be permitted on any wet standpipe system which is connected to a portable water system.

(I) Fuel gas piping.

All gas piping installed within a floating home moorage, including such piping intended to serve floating homes and other floating structures and such piping as may be required to serve dockside facilities, shall be installed in accordance with Chapter ___ of the currently applicable Michigan Plumbing Code and with the following special requirements:

- (1) Cathodic Protection. All gas piping shall have approved cathodic protection design, inspected and certified by an approved engineering firm specializing in the field.
- (2) Connections – Valves. Where gas is permitted by the administrative authority to be distributed from shoreside facilities, connections to floating homes and other moorage structures shall be made by the use of approved high pressure flexible hose and such connections shall terminate in a positive disconnect coupling. A separate shutoff valve shall be installed ahead of such connection. Connections shall not be immersed in water or run exposed on docks, piers, floats, floating homes or other floating structures. The length of the flexible connections shall not be excessive nor shall it be used as a substitute for gas piping.

(J) Open spaces.

A clear spacing of at least ten (10) feet between sides or between a side and front or the rear of adjacent floating homes shall be maintained in all floating home moorages. The clear distance between a floating home and any shoreside dock or building and the clear distance between a floating home and any other moorage structures floating or otherwise shall also be at least ten (10) feet. All distances shall be measured between the maximum projection of the superstructure walls. A maximum encroachment of two (2) feet into the required minimum spacing for eaves, roof decks, or similar features will be permitted.

(K) Insurance.

The owner of every floating home shall, at all times, keep in full force and effect insurance in the amount of at least \$2,000,000 to cover the floating home, as well as its uses, activities, fixtures and items.

(L) Permits for floating home docks, piers and moorage.

No dock, pier, boat slip, boat mooring facility or similar item shall be used for the moorage, storage, dockage or use of any floating home unless the Building Official has first issued a permit to the owner of such dock, pier, boat slip, boat moorage facility or similar item utilizing the same procedures and standards as contained in subsections (B), (C), (D), (E), (F), (G) and (I) of this Section 99.05.

(M) Building Codes.

Except for the foundation regulations, all floating homes shall fully comply with the Michigan Building Code for single-family residential dwellings.

(N) Height and Length.

No portion of a floating home shall exceed a height of 15 feet above the water when

the water is calm. Also, no floating home shall exceed 25 feet in total length.

§ 99.06 MISCELLANEOUS MATTERS.

(A) Movement or relocation of floating homes.

Floating homes proposed to be moved into or adjacent to the City or proposed to be moved from one moorage site to another moorage site within or adjacent to the City shall comply with all of the requirements of this Chapter pertaining to new floating homes and the City license for the floating home involved. No floating home shall be moved into or relocated within or adjacent to the City if, after inspection and investigation by the Building Official, the floating home it is found to be dilapidated, unseaworthy, or otherwise substandard to such an extent that it would be impractical to repair, improve or rehabilitate that floating home in accordance with the requirements of this Chapter for new floating homes.

(B) Mooring register of the ownership of floating homes.

Every owner or operator of a floating home moorage shall maintain a current register of every floating home moored on the premises under his, her or its control, with such register to record the name and address of the legal owner of each floating home. A copy of said register shall be available to the City upon request by the Building Official.

(C) Moorage location.

Floating homes shall be berthed or moored in a marina, harbor or similar improved and lawful facility conforming to the requirements of this Chapter (and after applicable City codes and ordinances) and located on privately owned or privately controlled property. Moorages shall

not be located in any waterway or fairway, or in the public waters of any street or street end. No floating home shall be moored, stored, docked or located within fifty (50) feet of a public road right-of-way or easement.

(D) Transitory floating home mooring.

Unless a floating home has a current valid City license in effect pursuant to Section 99.04 hereof, the floating home shall not be moored, kept or docked in the same location for more than fourteen (14) days during any calendar month.

(E) No open water mooring.

Except when a floating home is under power in the open water, being used temporarily for recreation or being moved to another lawful location, no floating home shall be anchored, kept or moored away from land in the open water overnight.

(F) Single family use only.

While in its floating home mooring, only one single family shall be domiciled in that floating home. There shall be no multi-family habitation or uses.

(G) No short-term rental.

“Short-term rental” shall mean a floating home that is available for use or is used for habitation, accommodations or lodging of guests or others, paying a fee or other compensation, for a period of less than 120 consecutive days and nights at a time.

No floating home shall serve, be used, leased or rented out as a short-term rental.

(H) No commercial use.

No floating home shall be used for commercial or industrial purposes or uses.

(I) No nuisance conditions.

No floating home shall be a nuisance.

(J) Violations.

A violation of any of the conditions attached to a City floating home license shall constitute a violation of this Code and shall be a nuisance *per se*.

(K) Unlawful activities.

The following conduct or activities shall not occur on or from any floating home:

- (1) Indecent exposure.
- (2) A loud or boisterous party.
- (3) Any noise which is unreasonably loud or causes discomfort to individuals outside of the floating home mooring.
- (4) Disturbing the peace.
- (5) Engage in disorderly conduct.

(L) Off season use.

No floating home or any other boat or vessel shall be used as a residence or dwelling during the winter months, from November 15 through the following April 1. During that winter season, a floating home or any other boat or vessel shall not be used by any person for sleeping or staying overnight. From November 15 through the following April 1, all floating homes shall be fully removed from the water and stored on dry land at least 100 feet away from a lake or river.

(M) Every floating home must be kept in a good and reasonable condition.

Every floating home (including the exterior thereof) shall be kept in good repair and condition at all times.

(N) Use of docks, piers, boat slips, mooring sites and similar items.

No dock, pier, boat slip, boat mooring space or similar item, area or facility shall be used by or for a floating home unless the floating home has a current and valid license pursuant to this Chapter and the floating home fully complies with all of the requirements of the license and this Chapter.

(O) Appeals.

Any interpretation or determination by the Building Official under this Chapter 99 may be appealed in writing to the City Council within thirty (30) days using the same procedures as for the appeal of a license revocation under subsection 99.04 (G) of this Chapter.



6D

City Council Workshop Discussion Item Report

To: Saugatuck City Council
From: Ryan Heise
Meeting Date: April 8, 2021
Regarding: Dune Ridge Fence

The city has received numerous complaints about the height and location of the Dune Ridge fence located next to the Chain Ferry. The recommendation from staff is to request the development team submit a modified site plan (which is already a requirement), and to reduce the height to no more than six feet. This is an allowable height per the city's ordinance as interpreted by the Zoning Administrator in accordance with Section 154.142 SCREENING:

(A) Intent. The intent of this section is to promote the public's health, safety and general welfare by minimizing noise, air and visual pollution; to improve the appearance of off-street parking and other vehicular use areas; and require buffering between incompatible land uses.

(D) Screening between land uses. Upon any project for which a site plan is required, or whenever a nonresidential use or multiple family dwelling abuts a residentially zoned or used property, screening shall be constructed along all adjoining boundaries with residentially zoned or used property. The Planning Commission may waive some or all of these provisions for a planned unit development where the waiving of the provisions will strengthen the planned unit development concept. The required screening may be accomplished by the following methods:

(1) A buffer zone at least ten feet in width consisting of living plant materials so as to maintain a minimum opacity of at least 80%. Opacity shall be measured by observation of any two square yard area of landscape screen between one foot above the finished grade and the top or highest point of the screen. The plantings must meet this standard based on reasonably anticipated growth over a period of three years. In the event that after a period of three years, the screening has not achieved an opacity of 80%, the property owner may be required to install additional plant material.

(2) An earthen berm constructed with slopes not to exceed 1: 3 and planted with grass, ground cover or other living plant material to prevent soil erosion. Berms shall be constructed with a rounded surface with a 2-foot minimum width at the highest point of the berm and extending the length of the berm.

(3) A solid wall or fence meeting the requirements of this section at least five feet but not greater than six feet in height measured on the side of the proposed wall having the higher grade within five feet horizontally. When the distance between structures or adjoining lots is less than twice the minimum setback, or where there is a need to provide a greater noise or dust barrier or to screen more intense development, a solid wall or fence may be required at the discretion of the Planning Commission.

(4) A combination of an earthen berm and a solid wall which meet the requirements of this section.

Additionally- The Historical Society has indicated interest in installing an "historical story board," reflecting the history of the Chain Ferry, along or adjacent to the fence.

COMMITTEE / COMMISSION REVIEW:

Will be reviewed by Planning Commission.

LEGAL REVIEW:

Received

POSSIBLE MOTION:

Direct staff to communicate with the Dune Ridge development team. Requesting a revised site plan and a requirement to reduce the height of the screen to no more than six feet.



6E

City Council Workshop Discussion Item Report

To: Saugatuck City Council
From: Ryan Heise
Meeting Date: April 8, 2021
Regarding: Radar Hill Hiking Club Proclamation Request

The following information was sent to Mayor Bekken:

Dear Mr. Bekken,

The Radar Hill Hiking Club is organizing a local observation of National Trails Day on Saturday, June 5, and our sixty members would be grateful if you would endorse the event by signing the attached proclamation (feel free to edit it as needed).

Our main activity on National Trails Day will be a Trail Scramble. Participants will pick up a trail card at the Welcome Center in Douglas and then take it to any of eight trailheads in the area to be stamped. After 3 stamps, coupons on the back of the card become valid.

In the City of Saugatuck, one location is involved. Members of the Rotary Club will be at Mount Baldhead Park to stamp trail cards between 10: 00 am and 4: 00 pm.

This activity does not require street or sidewalk closures, police assistance, tents, porta-potties, or trash pickup. There will be no alcohol or fireworks and insurance should not be a concern. Participants are not required to hike the trails; they are simply driving around

the area and visiting trailheads. They will also be asked to follow COVID-19 protocols. I estimate that there will be one hundred participants.

I'm attaching a draft press release to help further explain the event. Please feel free to contact me if you have any questions.

Thank you in advance for your support.

-- Chris Clark

The Radar Hill Hiking Club has organized a Trail Scramble in observance of National Trails Day on June 5, 2021. Between 10:00 am and 2:00 pm interested people of all ages may pick up a trail card at the Visitors Center in Douglas and then proceed to any of the scheduled locations in the Greater Saugatuck-Douglas area, where a volunteer will stamp the card. After collecting three stamps, coupons on the back of the card become valid, providing special deals at six area merchants. When the Trail Scramble ends at 4:00 pm, participants whose cards have six or more trail stamps are eligible to participate in a drawing for special prizes.

Local organizer Chris Clark of Saugatuck Township says, "Trails Day is about advocating for trails and promoting land conservation. There are more than twenty hiking trails within five miles of the Blue Star Bridge. The Trail Scramble introduces visitors and local folks to some of them, and we hope it sparks interest in exploring the others." Clark says that detailed information about local hiking trails is available online at [RadarHill.Club/trails](https://www.radarhillclub.com/trails).

There will be other activities on National trails Day, including a service project at Saugatuck Dunes State Park. Guardian Brewing Company will offer four varieties of "Crows Nest Trail Ale" — one flavored with sassafras and the others aged with locally-native wood. Local government proclamations have endorsed the day and the Saugatuck Douglas Area Convention and Visitors Bureau is releasing a folding map of area hiking trails.

Each site on the Trail Scramble is sponsored by one or more organizations, including Saugatuck Douglas Rotary Club, Scout Troop 333, Outdoor Discovery Center, Saugatuck Douglas Historical Society, Southwest Michigan Land Conservancy, Michigan Nature Association, Tri-Community Trail Master Plan, and Friends of the Blue Star Trail.

Local businesses donating coupons and prizes for the event include Isabel's Market and Eatery, Landsharks of Saugatuck, Guardian Brewing, Back Alley Pizza, the Teeny Tiny Toy Store, and Grins of Saugatuck.

The Radar Hill Hiking Club is an outgrowth of the Tri-Community Trail Master Plan, whose goal is to "preserve and expand the ability of visitors and residents to enjoy the natural beauty of the greater Saugatuck/Douglas area." The group recently presented a multi-year proposal to the Saugatuck City Council, seeking the recognition and improvement of existing trails, along with the creation of new trails. Learn more at [trailmasterplan.org](https://www.trailmasterplan.org).

National Trails Day was first observed in 1993 and by 2019 there were more than a thousand local observances across all fifty states. The American Hiking Society promotes the event, along with the National Parks Service and other partners. Commercial sponsors include REI, Merrell, and Sierra Nevada Brewing.

National Trails Day Proclamation

Whereas, local residents and visitors to the City of Saugatuck, Michigan show increased interest in outdoor recreation, such as walking, bicycling, hiking, and kayaking; and

Whereas, trails that increase tourist activity are an economic resource for our community; and

Whereas, trails provide safe alternative transportation routes for non-motorized vehicles and pedestrians in the City of Saugatuck; and

Whereas, trails enhance the quality of life of people of all ages and abilities in our community; and

Whereas, the City of Saugatuck wishes to increase public awareness of the growing network of trails and greenways; and

Whereas, the City of Saugatuck is committed to preserving the natural, scenic, and recreational qualities of our trails;

Therefore, be it resolved that June 5, 2021, is proclaimed National Trails Day in the City of Saugatuck, Michigan.

I urge all citizens and visitors to discover the trails in our community and participate in a National Trails Day activity.

In witness whereof, I hereunto set my hand and cause the seal of the City of Saugatuck to be herein affixed.

Mark Bekken, Mayor, City of Saugatuck



6F

City Council Workshop Discussion Item Report

To: Saugatuck City Council
From: Cindy Osman
Meeting Date: April 8, 2021
Regarding: Household Hazardous Waste Banner

Jim Sullivan, on behalf of the Saugatuck Douglas Rotary Club, has filed an application to install a banner at the Pallet sign to promote the Household Hazardous Waste day. The banner will be in place from April 17 through May1, 2021.

This is similar to other requests for banners that have been approved in the past.



Right of Way Sign Application

APPLICANTS INFORMATION

APPLICATION NUMBER _____ - _____

Name _____ Address / PO Box _____
 City _____ State _____ Zip _____ Phone _____
 E-Mail _____
 Signature _____ Date _____

SIGN DESCRIPTION (ATTACH MORE SHEETS IF NECESSARY)

Type: Number of Yard Signs _____ Number of Banners _ _____
 Dates to be displayed _____
 Further Comments: **As per standard design and location of such public announcement banners Rotary has executed in the past.**

PLEASE INCLUDE THE FOLLOWING INFORMATION

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

Y N NA

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

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

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



6G

City Council Workshop Discussion Item Report

To: Saugatuck City Council
From: Erin Wilkinson
Meeting Date: April 8, 2021
Re: Finalize Strategic Planning Meeting Date

Based on the first and second rounds of dates provided as options for the Strategic Planning Meeting, we were unable to find a date that worked for everyone. The session will be from 9am to 2pm, but we need to select one of the following dates or go to a third round of date options.

First	Last	May 12	May 13	May 17	May 19	May 20
Mark	Bekken	1	1			1
Scott	Dean	1			1	1
Scott	Herbert		1	1	1	1
Holly	Leo	1	1	1	1	1
Garnet	Lewis	1	1	1	1	1
Cindy	Osman	1	1	1	1	1
Chris	Peterson	1	1	1	1	1
Peter	Stanislawski			1	1	1
Lauren	Stanton	1	1	1	1	1
Ken	Trester		1	1	1	
Erin	Wilkinson	1	1	1	1	1



City Council Workshop Discussion Item Report

To: Saugatuck City Council
From: Erin Wilkinson
Meeting Date: April 8, 2021
Regarding: Consent Agenda Items

At the Monday council meeting we will be presenting the following items for your approval:

- A. **Spear Street Boat Launch Agreement** – this is a standard agreement for Star of Saugatuck, LLC to manage the Spear Street Boat Launch for 2021–2022.
- B. **Whiskey and Butter Resolution** – We had the council preemptively approve resolutions for all the restaurants in town with a liquor license at a previous meeting. This is a resolution for the new restaurant (located where Chequers used to be), to allow them to participate in the social district.
- C. **Culver Street Parking Agreement** – This is another standard agreement with the Saugatuck Public Schools, to use the Culver Street parking lot to raise money for the schools for 2021, 2022, and 2023.

LAUNCH RAMP MANAGEMENT AGREEMENT

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

RECITALS

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

AGREEMENT

The parties agree as follows:

1. Term. The term of this Agreement shall extend from March 1, 2021 through November 30, 2022, unless sooner terminated as provided in this Agreement. The Operator will provide services under this Agreement from March 1 through November 30 during each calendar year of the term.
2. Operator Obligations. The Operator shall, at its sole cost and expense, manage and operate the Ramp. The Operator’s obligations shall include:
 - 2.1. Overseeing the use of the Ramp, it being understood by the Operator that the Ramp has historically been used by the public from March through November and during both daylight and non-daylight hours; provided, however, that the minimum hours of supervision by the Operator required under this Agreement shall be from 8:00 a.m. to 5:00 p.m. for the months of March, April, May, September, October and November and from 8:00 a.m. to 9:00 p.m. for the months of June, July and August unless otherwise agreed to by the City Manager;
 - 2.2. Collecting (including personally and via secured collection boxes) fees from users of the Ramp according to the schedule of fees adopted by the City (“User Fees”), and remitting such fees to the City on not less than a monthly basis;

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

The parties agree that the Operator's obligations shall not include maintenance, repair or replacement of the Ramp except to the extent such maintenance, repair or replacement is necessitated by the acts of the Operator or its agents or employees. The Operator agrees to promptly notify the City of any damage to, or condition of, the Ramp and signage which may need repair or replacement. The Operator shall perform its obligations in compliance with all federal, state and local laws.

3. Operator Compensation. In consideration of its obligations hereunder, the City shall pay to the Operator 50% of all User Fees collected and remitted to the City by the Operator, which payment shall be made in accordance with City payment policies. Remittance of the User Fees to the City shall be accompanied by all documents the City may reasonably request. The Operator shall remit User Fees on at least a monthly basis, or more frequently if the Ramp is used frequently. Additionally, the City may request at any time during the term of this Agreement that the Operator provide to the City reports and other documents regarding the use of the Ramp.
4. Expenses. The Operator shall, at its sole expense, provide all supplies, equipment and labor for performing, and shall pay all expenses associated with the performance of, its obligations under this Agreement; provided, however, that the City shall pay the expenses with respect to the printing of launch passes to be used by the Operator.
5. Relationship of the Parties. The Operator shall act as an independent contractor. Nothing herein shall be deemed to grant to the Operator any legal or equitable interest in the Ramp.
6. Termination. Either party may terminate this Agreement at any time upon material breach of this Agreement by the other party. Further, either party may terminate this Agreement without cause upon 10 days prior written notice; provided, however, that the Operator shall not terminate this Agreement without cause from March through November. Upon termination, the Operator shall remit to the City the User Fees collected through the date of termination, and provide the City with all supporting documentation, and upon such remittance, the City shall pay the Operator as provided in Section 4.

7. Indemnity. Each party (“**Indemnifying Party**”) agrees to hold the other party, including such other party’s officers and employees (collectively, “**Indemnified Party**”), harmless from, indemnify the Indemnified Party for, and defend the Indemnified Party (with legal counsel reasonably acceptable to Indemnified Party) against any liability for damages, injury or other casualty and any costs and expenses, including reasonable attorneys’ fees, caused or arising from: (1) any act or omission by Indemnifying Party or its agents or employees with respect to Indemnifying Party’s obligations under this Agreement; and (2) a breach by Indemnifying Party of any of its obligations under this Agreement.
8. Insurance. The City shall maintain general liability insurance with respect to the Ramp, as well as property insurance with respect to any damage or destruction of the Ramp. The Operator shall be responsible for maintaining general liability insurance with respect to the performance of its obligations hereunder and with respect to the services it will provide pursuant to this Agreement. Additionally, the Operator shall maintain automobile insurance in such amounts as the City may reasonably request.
9. No Assignment. This Agreement shall not be assigned, in part or in whole, without the prior written consent of the City in the City’s sole and absolute discretion.
10. Third-Party Beneficiary. No person shall be deemed to be a third-party beneficiary of this Agreement.
11. Miscellaneous. This Agreement is written pursuant to the laws of the State of Michigan and was made in Allegan County, Michigan. This is the entire agreement between the parties regarding its subject matter. There are no contemporaneous agreements. It may not be modified or amended except in writing, signed by both parties. More than one copy of this Agreement may be signed, but all constitute but one agreement.

Executed this 12 day of April, 2021.

CITY OF SAUGATUCK

Date _____

By _____

Mark Bekken
Its Mayor

Date _____

And by _____

Erin K. Wilkinson
Its City Clerk

OPERATOR

Date _____

By _____

Date _____

And by _____

391565.04



Local Governmental Unit Approval For Social District Permit

Instructions for Governing Body of Local Governmental Unit:

A qualified licensee that wishes to apply for a Social District Permit must first obtain approval from the governing body of the local governmental unit where the licensee is located and for which the local governmental unit has designated a social district with a commons area that is clearly marked and shared by and contiguous to the licensed premises of at least two (2) qualified licensees, pursuant to MCL 436.1551. Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a regular meeting of the City of Saugatuck council/board
(regular or special) (name of city, township, or village)

called to order by Mayor Mark Bekken on April 12, 2021 at 7:00 PM
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from Saugatuck Pub Parters LLC, operating as Butter and Whiskey Pub at 220 Culver Street
(name of licensee - if a corporation or limited liability company, please state the company name)

for a **Social District Permit** is recommended by this body for consideration for approval by the
(recommended/not recommended)

Michigan Liquor Control Commission.

If not recommended, state the reason: _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the Saugatuck City
council/board at a regular meeting held on April 12, 2021
(regular or special) (date)

I further certify that the licensed premises of the aforementioned licensee are contiguous to the commons area designated by the council/board as part of a social district pursuant to MCL 436.1551.

Erin Wilkinson _____ April 12, 2021
Print Name of Clerk Signature of Clerk Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

CULVER STREET PARKING LOT OPERATION AGREEMENT

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

1. School District shall operate and manage the City-owned parking lot adjacent to the Saugatuck Center for the Arts located on Culver Street (the “Culver Street Parking Lot”) from Memorial Day 2021 thru Labor Day 2021 (hereinafter, the “Term”), as well as such other dates approved in advance by the City Council, subject to the terms and conditions of this Agreement.

2. School District shall be responsible to issue a parking pass, collect a parking fee (not to exceed \$5 per vehicle) for each vehicle seeking to park in the Culver Street Parking Lot, manage traffic within the Culver Street Parking Lot and provide labor to perform these functions. School District shall provide such services for the years 2021, 2022 and 2023, between Memorial Day and Labor Day of each year, at the following times (the “Regular Hours of Service”):

Friday:	5:00PM-9PM
Saturday	9AM-9PM
Sunday	9AM-5PM

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

Memorial Day Activities	9AM-5PM
4th of July Activities	Collect up to 10PM
Venetian Festival Activities	Collect up to 10PM
Labor Day Activities	5PM-9PM

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

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

3. School District shall at all times be an independent contractor to the City pursuant to this Agreement and shall furnish any labor, equipment and materials required for its operation of the Culver Street Parking Lot. The City will, however, provide the parking ticket/stickers referenced above.

4. School District agrees that the City shall have the right, in its sole discretion, to terminate this Agreement at any time and without notice. Upon the expiration of the Term or such earlier date as provided for in this Agreement, School District shall immediately return to the City all unsold parking tickets/stickers. Within fourteen (14) days of such date, the City shall disburse to School District any compensation due to the School District up to the date of termination and School District shall have no further claim against the City. The City reserves the right to conduct a review of School District’s operation of the Culver Street Parking Lot to ensure that there is no discrepancy between the number of parking passes/tickets issued (and also those that are returned to the City) and the fees collected and deposited into the City’s account, and to ensure that users of the Culver Street Parking Lot have been properly charged for such use. In the event of any

discrepancy, the City may offset the amount of such discrepancy against the amount to be disbursed to School District.

5. School District shall receive as compensation for its provision of services hereunder fifty percent (50%) of the fees collected from the operation of the Culver Street Parking Lot as authorized herein. City shall remit such payment(s) to School District in a manner, and at such times, reasonably agreed to by the parties.

6. School District will hold the City (including for purposes of this paragraph, its officers and employees) harmless from, indemnify it for and defend it (with legal counsel reasonably acceptable to the City) against any liability for damages, injury or other casualty and costs or expenses, including reasonable attorneys' fees, caused by or arising from any act or use or negligence by or of the School District or any of its agents, servants, visitors, volunteers, licensees or employees occurring during the term of this Agreement.

7. School District shall maintain general liability insurance in amounts reasonably satisfactory to the City, unless School District supplements lower amounts with umbrella liability coverage, protecting School District and the City against any liability to third persons arising out of the performance of or failure to perform this Agreement. All policies shall name the City, including its officers and employees, as an additional insured. School District shall provide the City with copies of policies or certificates of insurance showing that such coverage is in place within 30 days of the execution of this Agreement.

8. This Agreement shall not be assigned, in part or in whole, without the prior written consent of the City in the City's sole and absolute discretion.

9. This Agreement is written pursuant to the laws of the State of Michigan and was made in Allegan County, Michigan. This is the entire agreement between the parties regarding its subject matter. There are no contemporaneous agreements. It may not be modified or amended except in writing, signed by both parties. More than one copy of this Agreement may be signed, but all constitute but one agreement.

Executed this 1st day of March, 2021.

CITY OF SAUGATUCK

By _____
Mark Bekken
Its Mayor

And by _____
Erin Wilkinson
Its City Clerk

SAUGATUCK PUBLIC SCHOOL DISTRICT

By _____

Its _____

From: Saugatuck-Douglas Art Club sdartclub@gmail.com
Subject: Special request to the City Council
Date: March 28, 2021 at 5:16 PM
To: Erin Wilkinson erin@saugatuckcity.com



Dear Erin,

Would you share the request below with the Council members before they meet in April to discuss other summer special events. If you would prefer to have me print the copies on Art Club letterhead and drop them off at City Hall, please let me know. Bonnie

Dear City Council Members,

We, at the Saugatuck Douglas Art Club, are hopeful that we will be able to have one or both of our July art fairs. The summer art fairs are our only fund-raising events to support our scholarships, aid to the local school system, and support of art endeavors in our community. Our open-air art fairs are not like a crowded parade, fireworks, or beer tent event. People are on the move in and then out of the fair area. They will not be congregating in large numbers. It will be similar to the regular movement of shoppers in and out of our downtown stores. The Waterfront and Village Square Art Fairs have become a tradition for the 4th of July and Venetian Festival weekends offering a "free admission" activity for locals and visitors.

We would like to use the Village Square for both fairs because it allows us to avoid congestion by spreading out the booths 12 feet apart for more social distancing of people, and the Village Square park eliminates the need to rent port-a-johns. We have fewer artists/vendors this year for both fairs which has eliminated all booths in the street on Main Street and opens all of the streets all day for traffic and parking. We will not need any barricades. We also plan to have the current COVID 19 safety restrictions from the State Health Department in place. We will have signs and volunteer monitors asking everyone to wear masks. We can provide masks for visitors who may not have them. We can limit the number of people entering the fairs with ropes or plastic fencing if that is necessary by July. If Covid restrictions allow, we may have food vendors, but have arranged for no food vendors at this time.

Please continue to consider the possibility of the art fairs until at least mid-May. By that time everyone may have a better idea of what the pandemic safety restrictions for July will need to be. The Waterfront Fine Art Fair is scheduled for Saturday, July 3. The Village Square Arts & Crafts Fair is Saturday, July 31. Both fairs run from 10 to 5 p.m. As before, we would arrange for our vendor parking at the Christian Reformed Church on Allegan Street.

Aron & Bonnie Lowe
Saugatuck Douglas Art Club fair organizers

From: no-reply@weebly.com
Subject: New Form Entry: Website - Contact Us
Date: March 21, 2021 at 2:18 PM
To: erin@saugatuckcity.com



You've just received a new submission to your [Website - Contact Us](#).
[Mark as Spam](#)

Submitted Information:

First Name
Bill

Last Name
Lint

Phone Number
6163344607

Email
Wplint@aol.com

Address
120 D Elizabeth St.
PO Box 1240
Saugatuck, MI USA 49453

Comment
FYI, I was on the planning commission not quite 20 years ago. Pre Kirk, we had an urban consultant visit us. He spent a day touring the town and made suggestions on parking, parks, traffic flow, lighting, etc. One of the issues was Park Street. Narrow, pedestrian safety, speed issues, etc. The problem then was that the center line is not the center of the public right of way, making it difficult to acquire additional right of way to widen the street. His solution was counter intuitive. Paint a yard wide strip on the side of the road for pedestrians. Visually it narrows the street and automatically makes drivers slow down while providing space for pedestrians. Perhaps the consultant's report is in your archive. Just some more info on Park St. Hope it helps.

April 1, 2021

TO: Saugatuck City Council
FROM: Catherine L. Simon
RE: Public Sidewalk Repair

I am writing to make you aware that the public sidewalk shaved to the north of the hotel is now more of a hazard than prior to the alleged remedy. Numerous neighbors have brought the matter to my attention at the Post Office while retrieving my mail. It is most unfortunate that the interim city manager did not take the time to evaluate the outcome of the work product after one or two walks were ground down. The outcome has left multiple walks more dangerous not to mention, the overall appearance of the downtown is tacky and shabby.

I have brought my concerns to the new city manager, Ryan Heise twice. I invited Mr. Heise to come down and view the chunky uneven sidewalk twice. To date, I have only been told that the issue is prior to his employment and Scott Herbert is in charge of it. I am sending you a photo of the sidewalk. Please note the lumpy cavities to the cement. The excess debris from the shaving was just swept into my flower bed.

I am requesting there be a review of this potential hazard. As a prior city official, I am concerned this could become a liability for the city if a citizen/guest falls and incurs an injury. The perceived remedy has left the sidewalks in a more dangerous condition.

Thank you for your attention to this matter.



How to raise a sunken sidewalk block and restore a level walkway

By **Jeanne Huber**

September 2, 2019 at 7:00 a.m. EDT

Q: *The first block of the sidewalk in front of my 50-year-old home has sunk about two inches and opened a one-inch gap between it and the second block. What is the best way to fill this gap and make the two sections level?*

Clover Hill, Md.

A: Whether it's a sidewalk or part of a patio, when one piece of concrete sinks and its neighbor does not, the uneven surface looks unsightly and causes a significant trip hazard.

Assuming the sidewalk is on your property (or at least is your responsibility, not your city's), you'll need to figure out whether the problem really is a section that sank or a neighboring section that jutted upward. If it's not obvious, use a carpenter's level and a straight board long enough to span a whole section of the sidewalk and extend at least partway onto both neighboring sections. Tree roots can push up a section of a sidewalk, but when a section sinks, it's usually because moisture eroded soil under the slab.

If tree roots are the issue, call an arborist. You might need to rip out and replace part of the sidewalk. Or, at least as a temporary measure, you could grind off the higher edge where the two sections meet. This would expose gravel embedded in the concrete, giving the treated area a terrazzo look. And grinding releases silica dust, which causes permanent lung damage if inhaled. Pros have tools that cut wet, eliminating the hazard, but if you opt to do it yourself with a right-angled grinder, be sure to wear a respirator and eye protection.

If a section has sunk, see whether there is an obvious water source, such as a gutter downspout, aimed at the sidewalk. Redirect the water. Sometimes soil just washes out bit by bit over the years, especially on a hillside, and there's nothing you can do except try to make the sidewalk level. You have three options: coat the sunken section with a sand-and-cement mixture to make the surface higher, raise the sunken section using a process called mudjacking, or raise the sunken section using expanding polyurethane foam.

Patching fixes the safety issue without costing much, but the patch is sure to show. To help make sure the patch sticks, use a patching product that matches the job. If you need to raise the entire section, use a sand-and-cement product, such as Sakrete Sand Mix (\$7.47 for 60 pounds at [Home Depot](#)). It's suitable for layers of half an inch to two inches thick. But if the sidewalk section is tipped and you need to add two inches along one edge but feather the patch to virtually nothing toward the other side, use a product such as Quikrete Vinyl Concrete Patch (\$14.20 for 40 pounds at [Home Depot](#)). It contains an acrylic resin that helps the patch bond better, which is especially important along a thin edge, said Steve Witowich, a technical adviser for Quikrete. If part of the patch needs to be deeper than two inches,

mix in a little pea gravel for that area, he suggested.

If you want to avoid a patched look, you'll need to raise the sunken section and fill in underneath either via mudjacking or with polyurethane foam. Mudjacking, which is also known as pressure grouting, has been done for years. Installers drill one or more holes (typically two inches in diameter) into the sunken section and then inject a slurry of sand, cement and water with enough pressure to lift the concrete. The slurry then hardens in place.

Using polyurethane foam is a newer method, available for about the past 10 years. Installers need to drill holes only about one-third to half an inch diameter, and because the foam hardens very quickly, the repaired sections are safe to walk on and even drive a car across in just 90 minutes, rather than the many hours needed for mudjacking mixes to cure. The foam "verges on being a miracle product," said Jim Wiederaenders, a design technician at Matvey Foundation Repair in Seattle (206-207-0540; matveyconstruction.com), which uses polyurethane foam from PolyLevel (888-310-4467; polylevel.com), an Omaha-based company with dealers across the country. Polyurethane foam creates its lifting force through the chemical reaction released when the two components of the product mix.

Structural polyurethane foam is a cousin of the expanding, closed-cell foam that builders use to seal gaps and add insulation to buildings. Could someone buy the insulation-type foam and use it to lift a sidewalk section? The foam itself might work, Wiederaenders said, but he cringed at the challenge of getting enough of the liquid ingredients under the slab. "When we install it, it goes in under some pressure," he said. "You have to get enough of it under the slab." Without the right injecting rig, he said, "I think it would spray back in your face."

With both mudjacking and polyurethane foam, you'll probably face a hefty minimum charge that reimburses the company for bringing a truck with a rig to your lot. Matvey's minimum is around \$1,500 to \$2,000, which would cover the cost of lifting up to 150 square feet, far more than you need. If some of your neighbors also have sidewalks that need leveling, you might be able to team up and get everyone's jobs done for the same price as doing just yours.

More from Lifestyle:

[Newspaper logo not welcome on the wood floor](#)

[Be wary of a 'leather finish' on granite](#)

[Switching out a double sink for a single one is expensive, one way or the other](#)

Sign in to join the conversation

May 5, 2021

TO RYAN HEISE, SAUGATUCK CITY MANAGER

I have decided to pursue the Lowe's Hometown grant nomination I spoke with you about on March 12. Lowes is providing \$10M in funding for projects in 100 towns through a nomination process from their customers across America. As a Lowes customer, I am nominating Saugatuck for a grant to restore and upgrade the gazebo bandstand in Wick's Park. We have a great community, with many stepping up to provide history, background information, a marketing perspective, photos/video, and cost estimates.

If selected, the City would need to accept responsibility for the project and be required to sign a separate agreement with Lowe's and/or its designee which governs the terms and conditions of the Grant. Since I need to provide an estimate for the total cost of the project, a spec sheet with cost estimates is being completed and will give you a jump start if awarded. Only the bottom line is required at the time of nomination. This will be valuable as the project must be completed by October 31, 2021 per terms of the award.

To provide more information on the grant program, I have attached a summary sheet with links and pertinent background information.

Let me now if you have any questions or would like any clarifications.

WARMLY,

A handwritten signature in black ink, appearing to read "Glenna DeJong". The signature is fluid and cursive, with the first name "Glenna" and last name "DeJong" clearly distinguishable.

GLENNA DEJONG
SAUGATUCK RESIDENT

Background

Lowe's is awarding 100 grants in hometowns nationwide to deserving community projects. More info can be found here:

<https://lowes100hometowns.com/>

Nominator must provide details as to why the nominated Community Project is important to Nominator consistent with the judging criteria noted below (250 words or less), a description about what problem the Community Project will solve and who it will serve (250 words or less) and provide details about what makes his/her nominated hometown so special (250 words or less).

Nominator must also provide whether or not the Community Project can be started or continued and completed between July –October 2021(50 words or less), the approximate amount of people in the community who will benefit from the Community Project, the current status of the Community Project, and an estimated cost to complete the Community Project.

Judging and Selection of Grant Recipients

There are two (2) rounds of judging:

First Round

Throughout the Program Nomination Period, the eligible Submissions will be judged by a panel of qualified judges comprised of employees of Third Party Vendors and Lowe's ("First Round Judges"). The First Round Judges will score the Submissions according to the following weighted criteria:

- (i) Most inspirational: 20%;
- (ii) Quality of Submission: 10%;
- (iii) Demonstrated Need: 35%; and
- (iv) Degree of Community Impact: 35% ("Judging Criteria").

The First Round Judges will take the top two hundred (200) Submissions to present to the Lowe's panel of judges and its designees ("Second Round Judges") for the second round. (In the event of a tie, the tied Submissions will be reviewed by the applicable judges and the Submission with the highest score in "Level of need" will be named the potential grant recipient.)

Second Round

In the second round, Second Round Judges will score and rate the Submissions in Lowe's sole and absolute discretion based on the following criteria:

- i. Balanced number of Community Projects in urban/rural communities;
- ii. Disperse geographic reach across the United States;
- iii. Cultural and socioeconomic diversity of communities served;
- iv. Willingness of a Non-Profit or government entity to facilitate and oversee the Community Project; and
- v. Ability to Complete Community Project on or before 10/31/21.

Lowe's judges will select up to one hundred (100) Submissions to be potential Grant Recipients. Grant Recipients are each considered a potential Grant recipient pending verification of eligibility and compliance with these Terms and Conditions, and agreement to grant conditions as further described below. Decisions of the judges are final and binding and Nominator hereby waives any and all rights to view the scoring, rating methodology, or anything related thereto.



Tri-Community Trail Master Plan

(201) 224-7722

facebook@trailmasterplan

www.trailmasterplan.com

Saugatuck's public outdoor spaces (beaches, trails, parks, and nature preserves) are a big reason why people come to visit and live in the city. The largest area comprises 425 acres from Perryman Street north to the river inlet - "the peninsula." Not long ago private donors, the city, and the DNR spent millions of dollars expanding this area by 50%. Hiking trails in the peninsula have become increasingly popular but, unfortunately, they are also in an increasing state of disarray.

Most of the trails in Saugatuck are unmarked and the few marked trails have inconsistent signage, leaving visitors and locals alike confused. Some trails have become flooded, obstructed, or downright dangerous. Informal trails have proliferated, putting dunes and vegetation in danger. Encroachment on private property has led to the appearance of unsightly orange fencing in scenic areas. There are also several untapped trail opportunities beyond the peninsula.

Only four trails are listed on the city's website: John Woolam (D), Saugatuck Harbor Natural Area (F), Mount Baldheaded (A), and Peterson Preserve (page 7). Three established public trails have signs posted but are not on the website: South Ridge (C), North Woods (B), and Crows Nest (E). Letters in parentheses refer to a map on page 5.

The Mildred Peterson Nature Preserve trail could benefit from a return segment on the east side of the creek. It could also be extended across North Street and made to connect with the Blue Star Trail.

The city owns a large tract of wooded land that was once intended to become an airport. On the west side, it connects with land owned by Saugatuck Township. Not far to the south is the Wade Nature Sanctuary. This would be an excellent location for a new trail and Saugatuck High School would love to locate a permanent cross country racecourse there. It would also mesh nicely with a planned trail that starts at the dog park managed by Saugatuck Township.



Tri-Community Trail Master Plan

(201) 224-7722

facebook@trailmasterplan

www.trailmasterplan.com

Hiking Trails — Recommended Action Items for the City of Saugatuck

The **Tri-Community Trail Master Plan (TMP)** proposes that the City of Saugatuck address the following action items to repair and publicize current trails, as well as expand the network of trails. This year much could be done with outside funding and volunteer workers. TMP believes that the City would not be required to use any funds out of its 2021 budget for this work.

For immediate action

The first group of items requires no funding.

1. Add three trails to the city's website.
 - North Woods Trail
 - South Ridge Trail
 - Crow's Nest Trail - in Tallmadge Woods, a partnership with Ox-bow School(?)

Rationale: *Make it easier for anyone to find the trails.*

2. At the end of the access road from Park Street to the water tower, change the sign on the gate to read "Hiking Trail: Authorized Vehicles Only." Install two signs off the trail near the tower, saying "Public Water Supply: Keep Out."

Rationale: *Protect the water tower while allowing hikers to use the trail.*

3. Officially recognize four new trails and add them to the website. The listed names are suggestions.
 - Fishtown-Water Tower Loop (#1)
 - Forward Movement Trail (#2)
 - East Ridge Trail (#3)
 - Radar Tower Trail (#5)

Rationale: *Increase the desirability of Saugatuck as a destination for hikers.*

4. Issue a proclamation recognizing National Trails Day on Saturday, June 5 (see page 8). Details about this event are online at <https://RadarHill.Club/trails-day>

Rationale: *Raise public awareness of the trails' availability, how to care for trails and more.*



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By the end of 2021

5. Publicize and mark new routes for swamped trails (#12) in Saugatuck Harbor Natural Area (SHNA).

Rationale: *Eliminate confusion.*

6. Publicize and mark a new route for the southern end of the South Ridge Trail (#13), which has become dangerously steep.

Rationale: *Make the trail safer.*

7. Begin to develop interim policies and procedures for the city's hiking trails, pending the possible formation of a parks commission.
 - o Consistent trail rules, markers, and trailhead signage.
 - o Maintenance by a combination of city employees and volunteers.

Rationale: *Create a baseline for future work.*

8. Seek donations for new trail markers and trailhead signs at an estimated cost of \$15 and \$80 each, respectively. With the help of volunteers, these are to be installed by the end of 2021.

Rationale: *Involve the community and avoid using city funds in 2021.*

9. Begin planning a hiking trail in the airport property that would also serve as a racecourse for the Saugatuck High School cross country team. (see page 6) The goal would be to have the trail ready for the 2022-2023 school year.

Rationale: *Begin to create new trails.*



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Future Action Items

10. Negotiate easements (#10) to allow the Hilltop Trail (#4) to be recognized and added to the website.

Rationale: *Reduce foot traffic on Park Street.*

11. Work with the lighthouse property owner to negotiate an easement (#11) that allows SHNA hikers to walk on the dune above the beach. Mark this segment with warnings to stay off private property.

Rationale: *Make the trail easier to use during high water conditions.*

12. Extend the Peterson Preserve Trail across North Street into undeveloped Amelanchier Park, connect it to the Blue Star Trail, and have it loop back on the southeast side of Goshorn Creek. (see page 7)

Rationale: *Offer a more challenging trail that connects with others in the network.*

13. Explore the feasibility of Saugatuck applying for the “Pure Michigan Trail Town” designation.

Rationale: *Promote tourism.*

14. Create a connecting trail (#14) between the Crow’s Nest Trail and SHNA. This involves building a bridge (#15) across the swamp area and the river inlet.

Rationale: *Create a complete trail loop around the peninsula.*

15. Create a trailhead parking lot (#16) on Park Street by the access road that goes to the water tower.

Rationale: *Facilitate trail access.*



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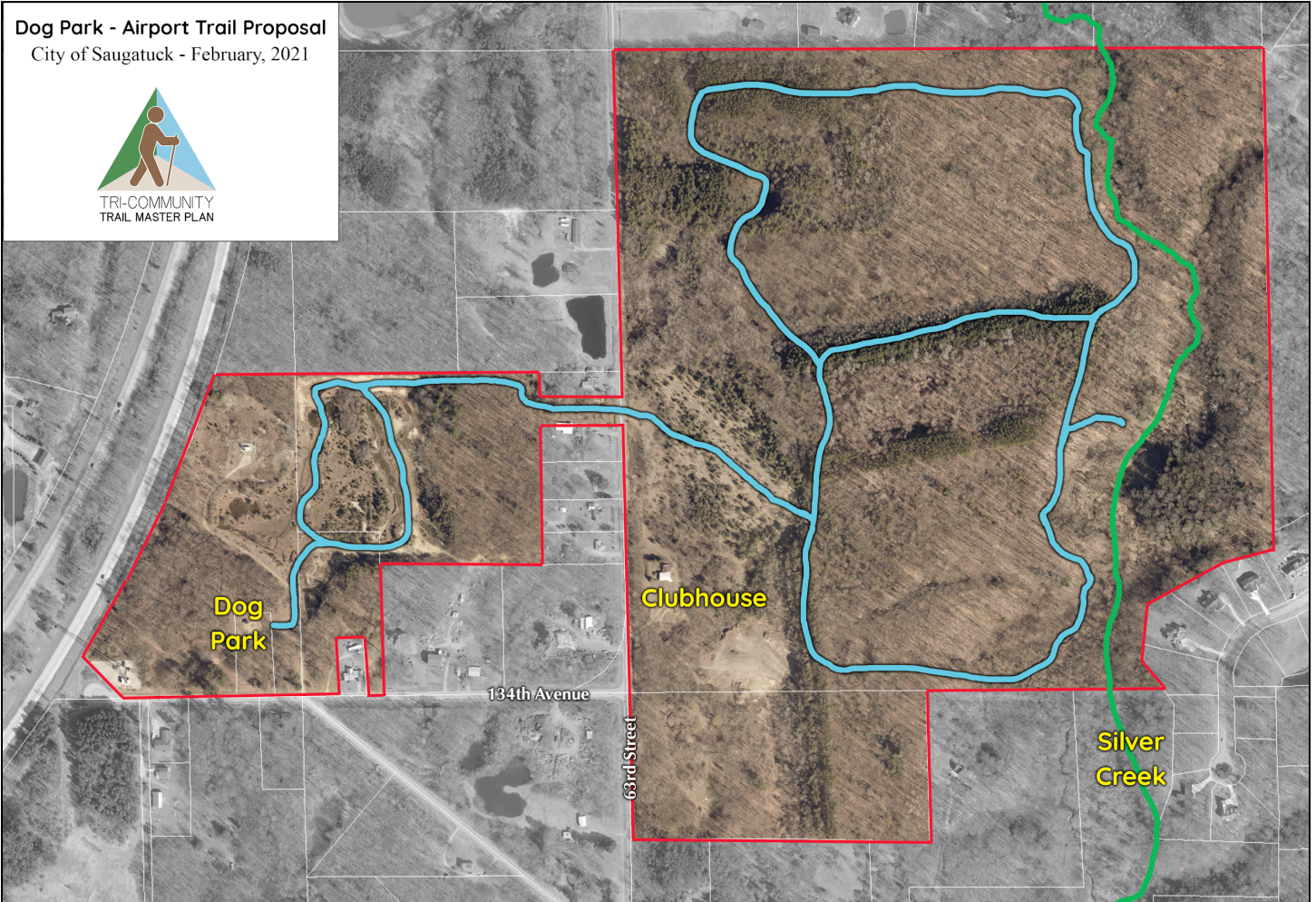


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yellow = existing trail

red = proposed extension