



**CITY COUNCIL AGENDA
September 28, 2020 – 7:00 P.M.**

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF MINUTES
 - A. **Regular City Council Meeting of September 14, 2020 - (ROLL CALL)**
4. MAYOR'S COMMENTS
5. CITY MANAGER'S COMMENTS
6. AGENDA CHANGES (ADDITIONS/DELETIONS)
7. GUEST SPEAKERS:
 - A. **Lt. Brett Ensfield – Allegan Co. Sheriff Department**
8. 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.*
9. REQUESTS FOR PAYMENT
 - A. **Approval of Accounts Payable (ROLL CALL)**
10. INTRODUCTION OF ORDINANCES: N/A
11. PUBLIC HEARINGS: N/A
12. UNFINISHED BUSINESS:
13. NEW BUSINESS
 - A. **Reappoint Kathy Johnson to Interurban Transit Authority Board (ROLL CALL)**
 - B. **Paid Time Off Agreement (ROLL CALL)**
 - C. **City Manager Executive Search Firm (ROLL CALL)**
 - D. **Pop Up Patio November Extension (ROLL CALL)**
 - E. **Chip's Groundcover Christmascape Proposal (ROLL CALL)**
 - F. **Resolution No. 200928-A: Requesting Action Regarding Shoreline Alterations and Erosion Control Items Impeding Public Beach Walking (ROLL CALL)**
 - G. **Resolution No. 200928-B: Non-Motorized Trail Committee (ROLL CALL)**
14. CONSENT AGENDA:
15. 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.*
16. COMMUNICATIONS:
 - A. **Sheriff Office Incident Analysis Report (9/14/2020-9/23/2020) (ACCEPT AS INFORMATION)**
 - B. **Jon Moxey Fleis & Vandenbrink - Park Street Non-Motorized Survey (ACCEPT AS INFORMATION)**
17. BOARDS, COMMISSIONS & COMMITTEE REPORTS
18. COUNCIL COMMENTS
19. 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:
kirk@saugatuckcity.com

**Proposed Minutes
Saugatuck City Council Meeting
Saugatuck, Michigan, September 14, 2020**

The City Council met in regular session at 7:00 p.m. via Zoom video/audio conference technology due to the COVID-19 restrictions currently in place.

1. **Call to Order** by Mayor Trester at 7:00 p.m.
2. **Attendance:**
 - Present:** Bekken, Johnson, Leo, Lewis, Peterson, Verplank, & Trester
 - Absent:** None
 - Others Present:** City Manager Kirk Harrier, Clerk Erin Wilkinson, City Attorney Jeff Sluggett, Interim City Manager Candidate Karen Doyle Homan
3. **Approval of Minutes:**
 - A. Regular City Council Meeting of August 24, 2020:** A motion was made by Peterson, 2nd by Verplank, to approve the meeting minutes of August 24, 2020 as presented. Upon roll call vote the motion carried unanimously.
4. **Mayor's Comments:** (07:03:22)
 - A. Proposed agenda item for next regular meeting to re-activate the Tri-Community Non-Motorized Blue Star Trail Committee.
 - B. Proposed agenda item for next workshop to discuss Milfoil Duck Weed issue in the harbor.
 - C. Update on COVID-19: there have been 15 cases reported in Saugatuck and 9 cases reported in Douglas. Numbers have been holding steady and that's a good sign what we're doing is working.
5. **City Manager's Report:** None
6. **Agenda Changes:** None
7. **Guest Speakers:**
 - A. City Attorney Discussion:** Jeff Sluggett presented council with a report regarding letters from Council Member Verplank and Council Member Peterson.
(07:17:46)
Council Member Peterson made a motion, 2nd by Johnson, disagreeing with council member Leo's previous statement regarding the city clerk and a council member and affirming that it is a council members duty to vote unless there is a conflict, as stated in our charter and law, and affirming that council members that did vote it was appropriate, as they had no conflict or other improprieties. Upon roll call vote the motion carried 5 to 2:
Yes (5): Peterson, Johnson, Bekken, Trester, Verplank
No (2): Leo, Lewis
8. **Public Comment:**
 - A. Scott Dean** commented on the use of city resources and board governance.
 - B. Lauren Flanagan** commented on board governance and the use of city resources.
 - C. Mark LaChey** commented on board governance and the use of city resources.
 - D. Angela Carrion** commented on the use of city resources and board governance.
 - E. Todd Hoskins commented on board governance.**

- F. **Neil Lefort** commented on board governance and Park Street.
- G. **Vicki Cobb** commented on board governance.
- H. **Dan Fox** commented on board governance.

9. **Request for Payment:** A motion was made by Lewis, 2nd by Leo, to approve the accounts payable in the amount of \$569,515.68. Upon roll call vote the motion carried unanimously.

10. **Introduction of Ordinances:** None

11. **Public Hearings:** None

12. **Unfinished Business:** None

13. **New Business:**

- A. **City Hall Computer Server Replacement:** A motion was made by Lewis, 2nd by Johnson, to approve quote #000190 v1 from Shoreline Technology Solutions as presented in the amount of \$12,686 to replace the computer server and operating software at City Hall. Upon roll call the motion carried unanimously.
- B. **Various City Boards & Commission Reappointments:** A motion was made by Lewis, 2nd by Leo, to approve the Mayor's reappointments as presented. Upon roll call vote the motion carried unanimously.
- C. **Employment Agreement – Ms. Karen Doyle Homan:** A motion was made by Verplank, 2nd by Peterson, to approve the employment agreement between the City of Saugatuck and Ms. Karen Doyle Homan as presented. Upon roll call vote the motion carried unanimously.

14. **Consent Agenda:** None

15. **Public Comments:**

- A. **Dan Pannozzo** thanked the council for their comments and appointment to the Historic District Commission.
- B. **Lt. Brett Ensfield - Allegan County Sheriff's Department** updated council on the following: School back in session, traffic citation, graffiti complaints and arrest, and complaints regarding stolen campaign signs.

3. **Communications:**

- A. **Robert Sarro – Harbor Update** (ACCEPT AS INFORMATION)
- B. **Judy Anthrop – Gazebo/Band Shell** (ACCEPT AS INFORMATION)
- C. **Bloom Sluggett, PC – Letter Regarding Lake Michigan Frontage/Obstacles** (ACCEPT AS INFORMATION)
- D. **Kirk Harrier – Letter of Resignation** (ACCEPT AS INFORMATION)

4. **Boards, Commissions & Committee Reports:** Council received reports from the following committee(s): Ad-Hoc Tri-Community Recycling Committee.

5. **Council Comments:**

Council Johnson expressed support for restarting the Blue Star Trail Committee and asked the council to support having the city attorney review the issues surrounding Shoreline Alterations and Erosion Control.

Council Member Lewis inquired about Pop up Patio status for later in the week.

Council Member Peterson provided an update about Pop up Patio progress being made with local business owners, provided an update regarding the holiday lighting, and remarked about the historical fishing shanty removal.

Council Member Bekken asked Council Member Johnson for clarification regarding the shoreline issue.

6. **Adjournment:** A motion was made by Verplank, 2nd by Peterson, to adjourn at 8:17 p.m. Upon roll call vote the motion carried unanimously.

Respectfully Submitted,

Erin K. Wilkinson
City Clerk

Vendor Name	Description	Amount
1. ALLEGAN COUNTY SHERIFF	SHERIFF CONTRACT	25,725.72
2. ALLEGAN COUNTY TREASURER	PROPERTY TAXES	1,047,666.25
3. AT&T MOBILITY	CELL PHONES	124.09
	CELL PHONES	124.09
	TOTAL	248.18
4. BAY EQUIPMENT CO	DPW RACKING	1,933.40
5. BELL EQUIPMENT CO	STREET SWEEPER REPAIRS	671.80
	STREET SWEEPER	24.37
	TOTAL	696.17
6. BORST METAL WORKS	FLOODING	550.00
7. CAPITAL ONE	SUPPLIES	24.96
	GMC RUNNING BOARDS	424.53
	TOTAL	449.49
8. CONSUMERS ENERGY	ELECTRIC	3,504.82
9. D & L TRUCK & TRAILER LLC	ANNUAL INSPECTION MAINTENANCE	991.80
10. DIANNA MC GREW	ASSESSING SERVICES	2,689.47
11. DUNESVIEW KWIK SHOP INC	GASOLINE & DIESEL	829.21
12. ETNA SUPPLY	FLOODING	640.00
13. FLEIS & VANDENBRINK ENGINEERING INC	PARK STREET STUDY	939.05
14. FRONTIER	TELEPHONE & INTERNET	176.47
	OVAL 911 PHONE	69.13
	DPW TELEPHONE & INTERNET	176.47
	OVAL 911 PHONE	62.35
	OVAL BEACH	210.96
	TOTAL	695.38
15. GORDON FOOD SERVICE	CONCESSION	74.27
16. HOLLAND P.T.	REPAIR TRUCK	116.73
17. IHLE AUTO PARTS	FILTERS, OIL & BATTERY	565.14
18. INTERURBAN TRANSIT AUTHORITY	PROPERTY TAXES	188.06
19. MICHIGAN ELECTRO FREEZE INC	CONCESSION	100.00
20. MICHIGAN GAS UTILITIES	CITY HALL	36.78
	DPW GARAGE	46.19
	BUTLER STREET BATHROOM	40.44
	DPW GARAGE	42.94
	TOTAL	166.35

Vendor Name	Description	Amount
21. MINER SUPPLY CO	SUPPLIES	2,799.44
22. OTTAWA AREA INTERMEDIATE	SCHOOL DIS	
	PROPERTY TAXES	626,896.21
23. PETTY CASH	TIRE CHANGE	60.00
24. PRO-TEMP INC	CONCESSION	141.40
25. RANDY'S CARPET CARE	CLEANING CITY HALL CARPET	341.49
26. RATHCO SAFETY SUPPLY CO	SIGNS	227.12
	SIGNS	73.17
	TOTAL	300.29
27. REPUBLIC SERVICES	TRASH	374.45
	TRASH	405.05
	TRASH	89.01
	TOTAL	868.51
28. SAUGATUCK DOUGLAS LIBRARY	PROPERTY TAXES	200.13
29. SAUGATUCK DRUG	SUPPLIES	3.49
30. SAUGATUCK FIRE	CEMETERY	5,833.86
	PROPERTY TAXES	448.78
	TOTAL	6,282.64
31. SAUGATUCK PUBLIC SCHOOLS	PROPERTY TAXES	666,238.05
32. SEPTIC TANK SYSTEMS CO INC	HANDWASH STATIONS	110.00
	WICKS PARK	155.00
	WICKS PARK OCTOBER	95.00
	TOTAL	360.00
33. SHORELINE TECHNOLOGY SOLUTIONS	CLERK LAPTOP	1,469.00
34. STANDARD INSURANCE COMPANY	INSURANCE	300.64
35. TODD WENZEL GMC	2020 GMC 2500	36,403.05
36. WESTENBROEK MOWER INC	STARTER REPAIR	50.98
	REPAIRS MOWER	83.95
	TOTAL	134.93
37. WYOMING ASPHALT PAVING CO	ASPHALT	221.10
	ASPHALT	129.80
	TOTAL	350.90
TOTAL - ALL VENDORS		2,431,919.66
FUND TOTALS:		
Fund 101 - GENERAL FUND		46,931.52
Fund 202 - MAJOR STREETS		199,695

09/25/2020 02:24 PM
User: Peter
DB: Saugatuck

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF SAUGATUCK
EXP CHECK RUN DATES 09/15/2020 - 09/28/2020
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Vendor Name	Description	Amount
Fund 203 - LOCAL STREETS		200.85
Fund 661 - MOTOR POOL FUND		42,914.33
Fund 701 - CURRENT TAX FUND		2,341,637.48
Fund 715 - ROSE GARDEN		35.53



City Council Agenda Item Report

FROM: Karen Doyle Homan

MEETING DATE: September 28, 2020

SUBJECT: Reappoint Kathy Johnson to Interurban Transit Authority Board

DESCRIPTION

Kathy Johnson’s term on the Interurban Transit Authority Board is expiring. If reappointed the new term would be for four years expiring September 30, 2024.

DISCUSSION

Members of the Interurban Transit Authority Board are paid \$40 per meeting. The City of Saugatuck Charter, Section 4.8(e) reads, “No member of the council or of any board or commission of the city shall vote on any issue or matter in which he or a member of his family shall have a proprietary or financial interest or as the result of which he may receive or gain a financial benefit.” Should this apply to any council person they should recuse themselves before the vote.

Section 4.8(f) also comes into play with this appointment. It reads, “Unless the council shall by an affirmative vote of five (5) members...determine that the best interests of the city shall be served, the following relatives of any elective or appointive office are disqualified from holding any appointive office or city employment...Spouse, child, parent, grandchild, grandparent, brother, sister, half-brother, half-sister, or the spouse of any of them.

The provisions of this relationship...specifically applies to the prohibition of the employment of relatives to be directly under the supervision of another relative. Employment of another department than that of the relatives’ supervision **is permissible subject to review by the council.**”

BUDGET ACTION REQUIRED

N/A

LEGAL REVIEW

N/A

SAMPLE MOTION:

Motion to **approve/deny** the reappointment of Kathy Johnson to the Interurban Transit Authority Board to a four-year term expiring September 30, 2024.



Interurban Transit Authority
P.O. Box 649, Douglas, Michigan 49406
(269) 857-1418

July 29, 2020

Mr. Kirk Harrier, City Manager
City of Saugatuck
102 Butler St.
Saugatuck, MI 49453

Dear Kirk;

As you are aware, Kathy Johnson is currently one of your representatives on the Interurban Transit Authority Board. Her four year term will expire on October 1, 2020. Our Board terms are for four years, and the new term will be from October 1, 2020 through September 30, 2024. Kathy has expressed a willingness to remain on our board for another term.

Kathy has been a valuable member of the Board, and has served your community well. She is always prepared for the meetings, and frequently calls ahead to obtain additional information prior to making decisions. During the time she has served on our Board Kathy has taken the time to become educated about the bus system, and is quite knowledgeable regarding our funding sources and accounting methods. This knowledge has made her a valuable asset to the Board.

I will look forward to hearing from you regarding this matter. Thank you for your assistance in helping to maintain a strong, involved, and knowledgeable Board while we continue to pursue our goals of providing safe and effective transportation for our local community.

Sincerely,

Phyllis Yff
Executive Director

four (4) members of the council. The person appointed by the council shall serve for the remainder of the unexpired term of the vacated office.

(b) If a vacancy occurs in any appointive office, it shall be filled in the manner provided for making the original appointment. In the case of members of boards and commissions appointed for a definite term, such appointments shall be for the unexpired term.

(Amendment approved by the city electorate on November 8, 2011)

SECTION 4.9 RESTRICTIONS CONCERNING OFFICERS.

(a) (1) Except where authorized by law or five (5) members of the council, no councilman shall hold any other city office or city employment during the term for which he was elected to the council, and no former councilman shall hold any compensated appointive city office or city employment until one (1) year after the expiration of the term for which he was elected to the council. The application of provision shall not apply to appointed city boards or commissions, or volunteer firemen.

(2) It is the intent of this provision (a) that no councilman, or former councilman, shall be appointed as city manager, city clerk, city treasurer or city assessor until one (1) year has expired after the term to which he was elected has expired.

(b) No individual member of the council shall in any manner dictate the appointment or removal of any city administrative officers or employees, but the councilman may express his views and fully and freely discuss with the manager anything pertaining to appointment and removal of such officers and employees.

(c) Except for the purpose of inquiries and investigations, the council or its members shall deal with city officers and employees who are subject to the direction and supervision of the manager solely through the manager, and neither the council nor its members shall give orders to any such officer or employee, either publicly or privately.

(d) No incumbent elective city officers shall become a candidate for any elective city office, except to succeed himself, without first resigning from his or her then incumbent elective city office; provided, that the provisions hereof shall not apply to any incumbent elective city officer whose term of office will expire with the election at which he or she is to be a candidate for another elective city office. An appointive city officer or city employee may seek an elective city office of the city without first resigning from his or her appointive city office or city position, but such person must resign from his or her appointive city office or city position upon being successfully elected to an elective city office.

(e) No member of the council or of any board or commission of the city shall vote on any issue or matter in which he or a member of his family shall have a proprietary or financial interest or as the result of which he may receive or gain a financial benefit. If a question is raised under this section at any council, board or commission meetings, such specific question shall be resolved before the main question

shall be voted on, but the council, board or commission member concerning whom the question was raised shall not vote on such determination.

(f) Unless the council shall by an affirmative vote of five (5) members, which vote shall be recorded as part of the official proceedings, determine that the best interests of the city shall be served, the following relatives of any elective or appointive office are disqualified from holding any appointive office or city employment during the term for which said elective or appointive officer was elected or appointed: Spouse, child, parent, grandchild, grandparent, brother, sister, half-brother, half-sister, or the spouse of any of them.

All relationships shall include those arising from adoption. This section shall in no way disqualify such relatives or their spouses who are bona fide appointive officers or employees of the city at the time of the election or appointment of said official or employed by the city at the time of adoption of this charter.

The provisions of this relationship, above, specifically applies to the prohibition of the employment of relatives to be directly under the supervision of another relative. Employment of another department than that of the relatives' supervision is permissible subject to review by the council.
(Amendment approved by the city electorate on November 8, 2011)

SECTION 4.10 COMPENSATION FOR COUNCILMEN.

(a) The members of the council shall receive as compensation the sum of thirty-five dollars (\$35.00) for each regular or special meeting of the council attended by him, but not to exceed payment for twenty-four (24) meetings each year. The mayor shall be paid in addition one hundred fifty dollars (\$150.00) per year. Such compensation shall be paid quarterly or more often as the council directs and shall be the only compensation which may be paid councilmen for the discharge of any official duties as a councilman for or in behalf of the city during their tenure in office, except that they may be reimbursed for expenses actually incurred by them on city business or in the interest of the city when such reimbursement is approved by the council.

(b) Provisions of this section shall be subject to review of a compensation commission, to be established by ordinance in accordance with statute.

SECTION 4.11 JUDGE QUALIFICATIONS OF MEMBERS.

The council shall be the judge of the election and qualifications of its members and of the grounds of forfeiture of their office and for that purpose shall have power to subpoena witnesses, administer oaths and required production of evidence. A member charged with conduct constituting grounds for forfeiture of his office shall be entitled to a public hearing on demand, and notice of such hearing shall be published in one (1) or more newspapers for general circulation in the city at least one (1) week in



City Council Agenda Item Report

FROM: Karen Doyle Homan
MEETING DATE: September 28, 2020
SUBJECT: Paid Time Off Pay-Out Agreement

DESCRIPTION

Mr. Kirk Harrier gave City Council due notice he would be leaving his position as City Manager effective September 30, 2020, after 14 ½ years in the role. The City of Saugatuck has a contractual obligation to pay out any unused paid time off (PTO) to Mr. Harrier per the terms of the City of Saugatuck Personnel Policies and Procedures Manual. The attached agreement sets forth the terms of the payout and was drafted by the city attorney's office. Pursuant to Section 7.0 of the Employee Handbook and Mr. Harrier's Employment Agreement (both attached), Mr. Harrier is permitted to cash out accrued, unused PTO over a period of time not to exceed five years starting December 31, 2019. The parties agree that Mr. Harrier shall be paid as set forth in the schedule in the agreement. Each payment shall be made by depositing the sum into Employee's VALIC 457 retirement account. No interest shall accrue on any unpaid sums.

BUDGET ACTION REQUIRED

N/A

COMMITTEE/COMMISSION REVIEW

N/A

LEGAL REVIEW

City attorney's office has prepared the Paid Time Off Payout Agreement and approves as to form and content.

SAMPLE MOTION:

Motion to **approve/deny** the Paid Time Off Agreement between the City of Saugatuck and Mr. Kirk Harrier as presented and authorize the Mayor and City Clerk to effectuate the agreement.

PAID TIME OFF PAYOUT AGREEMENT

THIS AGREEMENT (this “*Agreement*”) is made as of _____, 2020 by and between the CITY OF SAUGATUCK (the “*City*”) and Kirk R. Harrier (“*Employee*”) (individually “*Party*” and collectively “*the Parties*”).

Background

- A. Employee has been an employee in good standing with the City since April 10, 2006.
- B. Employee’s last day of employment with the City is September 30, 2020 (“*Termination Date*”).
- C. The City and Employee enter into this Agreement to clearly set forth their agreements and understandings concerning the sum owed to Employee for accrued, unused Paid Time Off (“*PTO*”) and the manner in which said amount will be paid to Employee.

Agreement

Accordingly, in consideration of the mutual promises, benefits, and detriments to each Party contained herein, the Parties agree as follows:

- 1. PTO. The Parties acknowledge, agree and rely upon their mutual understanding that Employee is entitled to the total sum of \$75,096.75 (the “*Pay Out Sum*”) as payment for accrued, unused PTO, pursuant to Section 7.0 “Paid Time Off” of the City of Saugatuck Personnel Policies and Procedures Manual, effective October 15, 2019, and in effect on the Termination Date (the “*Employee Handbook*”).
- 2. Calculation of Pay Out Sum. The Pay Out Sum was calculated by City staff based on Employee records showing a balance of PTO in the amount of 1486.77 hours, to be paid at a rate of \$50.51 per hour.
- 3. Payment Schedule. Pursuant to Section 7.0 of the Employee Handbook, Employee is permitted to cash out accrued, unused PTO over a period of time not to exceed five years starting December 31, 2019. The Parties agree that Employee shall be paid out on the following schedule:

September 30, 2020:	\$ 5,702.31
January 1, 2021:	\$ 26,000.00
January 1, 2022:	\$ 26,000.00
January 1, 2023:	\$ 17,394.45

Each payment shall be made by depositing the sum into Employee’s VALIC 457 retirement account. No interest shall accrue on any unpaid sums.

4. Good Faith. The Parties hereby acknowledge and agree that the Pay Out Sum is due and owing upon Employee's termination. Employee is relying in good faith on the City to timely pay in full the three installments of the Pay Out Sum, notwithstanding any future changes to the City's PTO policy, the Employee Handbook, or otherwise. If either Party challenges the validity of this Agreement, or any of its terms, and is unsuccessful, said challenging Party shall pay the opposing Party's attorneys' fees.

5. General Terms. This Agreement will be governed by the laws of the state of Michigan. The invalidity of any provision shall not invalidate any other provision of this Agreement. If a court of competent jurisdiction finds any of the provisions of this Agreement to be overbroad so as to be unenforceable, it is the Parties' intent that such provision be reduced in scope by the court, but only to the extent deemed necessary by the court to render the provision reasonable and enforceable. This Agreement may be modified or amended only in a writing signed by both Parties; shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the Parties; may be executed in counterparts and validly delivered by any reasonable means including email; and contains the entire agreement of the Parties as to its subject matter with all other understandings being merged herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

EMPLOYEE:

CITY OF SAUGATUCK:

By: _____
Kirk Harrier

By: _____
Ken Trester, Mayor

By: _____
Erin Wilkinson, City Clerk

SECTION 7.0

PAID TIME OFF

I. PURPOSE

To establish policies and procedures regarding paid time off.

II. POLICY

Paid Time Off (PTO). The City encourages staff to take appropriate breaks from the workplace, which is vital to work/life balance, improving an employee's productivity, and overall health. The City provides a combined PTO bank for full-time employees to utilize for planned and unplanned time off. PTO may be used for vacations, sick leave, personal business (including to care for family members), or any other purposes the employee chooses, subject to the rules and procedures of scheduling time off. Though the intent of PTO is to maximize flexibility of paid time off for employees, it is not intended to create an atmosphere in which employees feel entitled to "come and go as they please." The City has limited staff and provides diverse services, often at very busy times of the year. All PTO requests are subject to approval of employee's supervisor and may be denied to accommodate operational demands.

Leave Request. PTO should be used only after it is earned, however, employees with less than one year of service may request an advance of PTO to the City Manager. Any PTO advances will be deducted from an employee's final pay. If employee separates from employment and his/her final pay is less than the amount advanced, the employee shall be responsible for reimbursing the City for any difference.

The City will attempt to honor reasonable PTO requests, but reserves the right to deny a request if it would interfere with the efficient operation of a department, if PTO abuse is suspected, or other valid reasons. Some PTO requests, such as vacations, can be planned in advance and employees are expected to provide advance notice of their request for leave to their supervisor. In certain situations, departments may not allow more than one employee to take PTO leave at the same time.

In the case of unplanned PTO, for illness, unanticipated personal business or other emergent reasons, employees should give as much advance notice as possible to their supervisor. Employees are expected to call in each day of unplanned absence to their immediate supervisor, unless specific arrangements are made with their supervisor for a return to work date.

Failure to call in three or more days will be considered abandonment of position and a voluntary resignation. A doctor's verification may be required where abuse of PTO is suspected. Extended absence of three days or more due to illness may

require verification of fitness for duty from a licensed physician prior to return to work, as determined by your supervisor.

Accrual. Annual PTO accruals are based on an employee having 2,080 paid hours per year (40 hours per week). PTO does not accrue on unpaid leaves of absence or PTO cash outs upon termination. Employees become eligible for the higher accrual rate on the first day of the pay period in which the employee's anniversary date falls. Full-time employees with an anniversary date before December 31, 2007 with accrued but unused PTO above the maximum amount permitted to be carried over each year shall be required to use such PTO or cash out at the employee's current base rate of pay over a period of time not to exceed five years starting December 31, 2019.

PTO is accrued each pay period immediately upon hire based on continuous service according the schedule shown below.

Full-Time Employee Accrual Rates.

Years of Service	Accrual Rate per Bi-Weekly Pay Period	Annual PTO Accrual
Less than 1 year	6.15 hours	160 hours
At least 1 but less than 5 years	7.69 hours	200 hours
At least 5 but less than 11 years	9.23 hours	240 hours
At least 11 years	10.77 hours	280 hours

Employees may accrue no more than 50% of their annual number of allocated hours for any given year. At no time shall employee's accrued PTO exceed the following:

Full-Time Employee Maximum Accrual Rates.

Years of Service	Maximum PTO Accrual
Less than 1 year	160 hours
At least 1 but less than 5 years	300 hours
At least 5 but less than 11 years	360 hours
At least 11 years	420 hours

Cash Out. Any PTO that is not used above the maximum accrual amount shall be cashed out at the employee's current base rate of pay prior to the second pay period in December annually.

Payment upon Termination. Employees who leave the employ of the City may receive full pay for accrued but unused paid time off in any of the following circumstances:

- A. If an employee resigns from employment and a minimum of two weeks advance notice is given to the City.
- B. If an employee is terminated from employment without cause.
- C. In the event of the death of an employee, paid time off shall be paid to the employee's estate.

CITY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of July, 2018 by and between the City of Saugatuck, State of Michigan, a municipal corporation, hereinafter called "Employer", as party of the first part, and Kirk R. Harrier, hereinafter called "Employee", as party of the second part, both of whom understand as follows:

RECITALS

WHEREAS, Employer desires to employ Employee to serve as City Manager of the City of Saugatuck, which employment shall be at the pleasure of its City Council, and

WHEREAS, it is the desire of the Employer to provide certain benefits, establish certain conditions of employment and to set working conditions of Employee.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration in and referred to in this Agreement, the sufficiency of which is acknowledged, the parties agree as follows:

Section 1: EMPLOYMENT

Subject to the terms of this Agreement, Employer hereby employs Employee as its City Manager for the City of Saugatuck to perform the functions and duties required and permitted by state law including, without limitation, those duties as set forth in the City Charter, the City Code of Ordinances, the adopted job description for the City Manager (attached as Exhibit A and incorporated by reference), and such other functions and duties as the City Council shall from time to time assign. Employee shall perform such duties in an efficient and conscientious manner, exercising his discretion, judgment and authority in the best interests of the City and in compliance with all applicable laws, rules, regulations, orders and directives of any officer or agency of competent jurisdiction.

The Employee is an exempt employee and is expected to engage in those hours of work necessary to fulfill the obligations of the City Manager's position. The Employee does not have set hours of work as the Employee is expected to be available at all times.

It is recognized that the Employee must devote a great deal of time to business of the City outside of the City's customary office hours; accordingly, the Employee's

work schedule is anticipated to vary in accordance with work required to be performed. Employee shall spend sufficient hours on site to perform Employee's duties; however, Employee has discretion over Employee's work schedule.

From time to time during his employment pursuant to this Agreement, Employee may be appointed by the City Council, by the Mayor, by operation of law or contract or otherwise to various boards, commissions or other bodies as a nonvoting member. Employee agrees that the termination of his employment as City Manager shall constitute his resignation from and termination of his office or membership on such other boards, commission and bodies.

Section 2: TERM

A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the service of Employee at any time, subject only to the provisions set forth in Section 13, paragraphs A and B.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the Employer, subject only to the provisions set forth in Section 13, paragraph C.

C. Employee agrees to remain in the exclusive employment of Employer until termination of this Agreement and neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is affected as hereinafter provided.

Section 3: SALARY

Employer agrees to pay Employee for services rendered pursuant to this Agreement, an annual salary of \$100,000, payable in installments at the same time as other employees of the Employer are paid. As a salaried, exempt employee, Employee shall not be paid overtime or any other added amounts for time spent outside of regular working hours.

Employee's salary and/or benefits may be increased during the term of the Agreement in such amounts and to such extent as the City Council may determine is beneficial to the City. Salary changes as provided for in this section may be implemented by the City Council as part of its review and approval of the annual City budget.

Section 4: VACATION, SICK AND PERSONAL TIME

Unless in conflict with the terms of this Agreement, Employee shall be entitled to

vacation, sick and personal time pursuant to the duly adopted policies applicable to full-time exempt employees of the City of Saugatuck as amended from time to time.

Section 5: INSURANCE AND BENEFITS

A. Employer agrees to put into force and make required premium payments for Employee for insurance policies for life insurance, accidental death and dismemberment, disability and health insurance at the same coverage and benefit levels as provided to full-time exempt employees of the City of Saugatuck subject to the terms of applicable insurance policies and the City of Saugatuck's personnel policies as they may be revised or amended. Employee shall be responsible for complying with all eligibility and other terms of any such coverage and shall be responsible for any co-pays, deductibles and such other amounts as are required to be paid by the eligible employee under such policies.

B. Employer will reimburse Employee for documented dental and vision costs incurred by Employee, Employee's spouse and dependents in a total amount not to exceed \$900 per year consistent with the duly adopted policies applicable to full-time exempt employees of the City of Saugatuck as amended from time to time.

C. Employer will make contributions to Employee's retirement plan consistent with the duly adopted policies applicable to full-time exempt employees of the City of Saugatuck as amended from time to time.

D. Employer agrees to match the Employee's contribution to the Employee's fixed/variable rate annuity retirement plan in an amount not to exceed 4% of Employee's annual gross salary.

E. Employer will provide Employee job related personal tools or equipment, such as a computer, cell phone, etc. reasonably necessary to perform Employee's functions and duties. Upon termination for any reason Employee shall return all such equipment to the Employer no later than Employee's last day of employment.

Section 6: PROFESSIONAL DEVELOPMENT

Employer shall pay the cost of conferences and meetings attended by the Employee for business and professional purposes, including the Michigan Chapter ICMA meetings and activities, Michigan Municipal League functions, and other State and local meetings that the Employee chooses to attend after approval of the City Council.

Section 7: DUES AND SUBSCRIPTIONS

Employer agrees to pay Employee's professional dues as necessary or desirable after consulting with the Council. The City also agrees to pay for books, magazines and subscriptions that the Employee deems necessary and desirable for the performance of his duties after consulting with the Council. These amounts are to be incorporated into the departmental budget for each fiscal year.

Section 8: GENERAL EXPENSES

The Employer agrees to pay the Employee the sum of Three Thousand Dollars (\$3000) annually as an automobile allowance payable in twelve (12) equal installments. Employee shall not be provided with a City owned vehicle. Employee shall be responsible for maintenance and insurance on Employee's vehicle. Employee shall not be compensated for mileage while conducting City business.

Section 9: INDEMNIFICATION

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in Employee's good faith performance of his duties as City Manager. Employer may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The foregoing shall not apply to matters in which the Employee is charged with the commission of a civil infraction, criminal offense, felony or misdemeanor, or for which the basis of liability is the commission of an intentional tort.

Section 10: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 11: PERFORMANCE EVALUATION

A. The City Council may conduct evaluations of the Employee. The City Council may undertake any such review on its own initiative or at the request of the Employee. To the extent permitted by law, Employee may request that an evaluation be conducted in an executive session of the City Council. An evaluation shall be in accordance with specific criteria which may be added to or deleted from as the Council may from time to time determine, in consultation with the Employee. Further, the Mayor shall provide the Employee with a summary written statement

of the findings of the Council and provide an adequate opportunity for the Employee to discuss his evaluation with the Council.

B. Annually, the City Council and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City, and in the attainment of the City's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives may be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

C. In effecting the provisions of this Section, the City Council and the Employee mutually agree to abide by the provisions of the applicable law.

Section 12: SUSPENSION

Employer may suspend the Employee with or without full pay and benefits at the discretion of the City Council at any time during the term of this Agreement, but only if:

- (1) A five-sevenths (5/7s) majority of the City Council agrees, or
- (2) Following a public meeting, a majority of the City Council votes to suspend Employee for just cause; provided, however, that Employee shall have been given written notice setting forth any charges at least five (5) days prior to such meeting by the City Council members bringing such charges.

Section 13: TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by a five-sevenths (5/7s) majority vote of the City Council as provided for in Section 12, and during such time Employee is willing and able to perform his duties under this Agreement, then in that event Employer agrees to pay Employee wages and benefits for an additional six (6) months as severance pay; provided, however, that the Employee shall not be entitled to any severance pay if he is terminated during the first six (6) months of his employment. In the event Employee is terminated because of his conviction of any illegal act involving personal gain to him, or conviction of a felony, or upon a finding of misfeasance or malfeasance of office or duties after a hearing before the City Council (with not less than five (5) days prior notice in writing of the act(s) of malfeasance or misfeasance), then, in that event, Employer shall have no obligation to pay the severance pay designated in this paragraph.

B. In the event the Employer, at any time during the term of this Agreement, reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision financially benefiting Employee herein, then, in that event, Employee will be deemed to be terminated at the date of such reduction or such refusal to comply by Employer and Employee shall be entitled to severance pay as described in the preceding paragraph commencing the date of termination.

C. In the event Employee voluntarily resigns his position with Employer before expiration of the term of his employment, then Employee shall give Employer one (1) month's notice in advance, unless the parties otherwise agree.

D. Upon his termination or resignation, Employee shall be paid for accrued and unused vacation and personal time. Upon his termination or resignation, Employee shall be paid for accrued and unused sick time pursuant to the duly adopted policies and practices applicable to full-time exempt employees of the City of Saugatuck.

Section 14: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The City Council, in consultation with the Employee, shall fix any such terms and conditions of employment as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the City Charter or any law.

B. All provisions of the City Charter and policies and regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the Employee as they would to other employees of the Employer, provided that said benefits shall not reduce the specific benefits provided to the Employee herein.

Section 15: REDUCTION OF BENEFITS

Employer shall not any time during the term of this agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction across the board for all employees or the Employer.

Section 16: HOME OFFICE

It is recognized that some functions of the Employee are a 24-hour per day responsibility. To that end, it is also recognized that the Employee may maintain

an office at his place of residence for business purposes. The cost of maintaining that office is the sole responsibility of the Employee and not of the Employer.

Section 17: NOTICES

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage pre-paid, addressed as follows:

- (1) Mayor, City of Saugatuck, 102 Butler St., P.O. Box 86, Saugatuck, MI 49453.
- (2) Kirk R. Harrier, local address on file at Saugatuck City Hall.

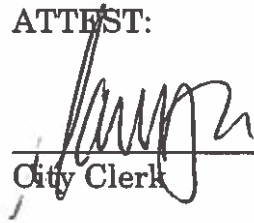
Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 18: GENERAL PROVISIONS

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. This Agreement shall become effective July 23, 2018 and it shall remain in effect until terminated.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.


IN WITNESS WHEREOF, the Employer has caused this agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first written above.

ATTEST:



City Clerk

EMPLOYER



Ken Trester, Mayor
City of Saugatuck

EMPLOYEE



Kirk R. Harrier

09805 (001) 302582.01



City Council Agenda Item Report

FROM: Karen Doyle Homan

MEETING DATE: September 28, 2020

SUBJECT: Accept Proposal for Executive Search

DESCRIPTION

The search for a new city manager is time intensive. It is appropriate for the City to begin the process as soon as possible. Starting now will give the chosen firm time to gather information on Saugatuck and what is desired in your next city manager, prepare their marketing materials, recruit/solicit prospective candidates, gather resumes, and then winnow the selection down to the best possible candidates. It is anticipated the City Council would interview the prospective candidates and make their selection after the November election.

DISCUSSION

At your workshop of Thursday, September 24, City Council discussed proposals for conducting a City Manager search. The proposals were from:

Walsh Consulting, LLC
 Michigan Municipal League
 Amy Cell LLC

BUDGET ACTION REQUIRED

It is anticipated that this search will affect the 2021 fiscal year budget and will require a budget amendment.

LEGAL REVIEW

N/A

SAMPLE MOTION:

Motion to **approve/deny** the proposal of [REDACTED] for conducting the City Manager Search.



City Council Agenda Item Report

FROM: Cindy Osman
MEETING DATE: September 28, 2020
SUBJECT: Pop up Patios extension through November 30, 2020

DESCRIPTION

The MLCC agreed to extend the temporary liquor licenses for the on-street service through the end of November 2020. Some PuP would also like an extension of the City Permit through the end of November.

DISCUSSION

BUDGET ACTION REQUIRED

N/A

LEGAL REVIEW

N/A

SAMPLE MOTION:

Motion to approve/deny the Zoning Administrator authority to extend these permits through the end of November 2020.



City Council Agenda Item Report

FROM: Karen Doyle Homan
MEETING DATE: September 28, 2020
SUBJECT: Chip’s Groundcover Christmascape Proposal

DESCRIPTION

The City entered into a 3-year agreement with Chip’s Groundcover to provide holiday lighting on certain trees located in the downtown business district. The contract expires on 2021. The original contract was approved for \$9,710 (see attached). A new proposal (see attached) has been submitted for City Council consideration to add more lighting in the canopy of select trees.

BUDGET ACTION REQUIRED

An amendment to the FY 20/21 budget will be needed for the increased expenditure.

LEGAL REVIEW

N/A

SAMPLE MOTION:

Motion to **approve/deny** the proposal dated 09-21-2020 R1 from Chip’s Groundcover in the amount of \$20,510 to provide holiday lighting services to the City of Saugatuck and authorize the Mayor and the City Clerk to effectuate the agreement contingent on City Council approving a budget amendment at the October 12, 2020 regular meeting to appropriate the necessary funds.



11931 E. Lakeview Blvd • Holland MI 49424 • info@chipsgroundcover.com • Phone: 616-346-9196 • Fax: 616-346-9210

Christmascapre Proposal. Prepared For:

NAME: CITY OF SAUGATUCK ATTN: KIRK HARRIER DATE: 09-18-19
 PHONE: 269-857-2603 EMAIL: KIRK@SAUGATUCKCITY.COM
 BILLING ADDRESS, CITY, STATE, ZIP: 102 BUTLER ST. PO BOX 86 SAUGATUCK MI 49453
 JOBSITE ADDRESS, CITY, STATE: DOWNTOWN SAUGATUCK

Thank you for your interest in our services! We take pride in the displays we create (we call them "Christmascapes!") for your enjoyment and we hope to work with you soon.

Item #	Description:	Annual Cost (w/ 3-year agreement)
As requested per bid notification 1	Wrap (25) tree trunks and select branches to 10-12 foot height, using 5 mm warm white LED lights with green wire (bulb spacing @ 6"). Each "wrap strand" approx 2" apart. (Extension cord cost allocated at \$250 per year, or \$750 total. Pricing does not include sale of material at end of 3-year agreement. Cost of lighting installation, takedown, service, and storage per year: \$6,600) Butler St from Culver to Mason: 5 trees Butler St from Mason to Hoffman: 5 trees Butler St from Hoffman to Main: 5 trees Butler St from Main to Mary: 6 trees Culver Street from Butler to Griffith St: 4 trees	\$6850
Additional items 2	Additional Trees: Up to 10 additional trees (2 per block, or as desired) with similar shape and size (adequate power required prior to installation). Lighting installation to be consistent as described from bid requirements as listed in item 1. (Cost of extension cords allocated at \$100 per year, or \$300 total. Pricing does not include sale of material at end of 3-year agreement. Cost of lighting installation, takedown, service, and storage per year: \$2760)	\$2860
Service	Pricing includes up to 20 free service calls per season upon receipt of acceptance. Service calls are typically completed within 4 business days of notice of the closest business day, weather and safety depending (Saturday and Sunday calls will be processed if Monday). Each additional service call billed at \$45 first hour (minimum: \$85 each) and each hour, billed in 15 minute increments. Material needing replacement due to theft, vandalism, or acts of nature may be billed additional. Material to be replaced due to installation error or manufacturer defect will be completed at no additional costs. No Sunday or Holiday call-outs.	

A motion was made by Hess, 2nd by Verplank, to approve the bid dated September 18, 2019 from Chips Groundcover, LLC in the amount of \$9,710 to provide holiday lighting services for 35 trees in Saugatuck for a three (3) year term and authorize the Mayor and City Clerk to effectuate this Agreement.

Dated: 9-24-19

Nicholas Weaver, Chips Groundcover, LLC

Dated: 9/25/19

Ken Trestler, Mayor

Dated: 9.25.19

Monica Nagel, City Clerk

September 23, 2020

City of Saugatuck
Attn: Chris Peterson
102 Butler St.
PO Box 86
Saugatuck MI 49453

Dear Chris,

Thank you for the opportunity to bid on the upcoming Christmas Lighting projects. Please see attached updated proposal including 2019 display renewal and pricing for 2020 additions, a map indicating which trees can be safely lit, and notes listed below while considering 2020 Christmascap Display.

Most tree-lighting is completed in one or more these categories:

1. Canopy Wrap. Strands of lights are installed in branches in the outside of the canopy.
2. Trunk Wrap: The trunk of the tree is wrapped with lights.
3. Branch Wraps. The trunk and certain branches are wrapped with lights. (Very rarely are trunks not wrapped when installing branch wraps.)
4. Combinations. Things like wrapping installing a trunk wrap plus canopy wrap, or branch wrap plus canopy wrap in the same tree.

In 2019, most trees were decorated in trunk-wrap type style. If trees were not lit, it was due to one of several reasons: either there was no power available, overhead lines created working hazards, the tree isn't big enough to support an extension cord (risk breaking the tree), the tree might not be aesthetically pleasing, or due to budget constraints. As expressed, the goal this season is to significantly increase the amount of lights being used / trees being lit. Pricing options are included to add an estimated 20,000 lights.

Not all tree canopies will be lit nor will all tree canopies will be fully lit. More clarification is needed regarding tree selection & tree lighting styles prior to installation.

The attached map is intended to show which trees can support additional lights and the style of lighting that could be completed (unspecified trees would continue to be trunk wrapped). Trees that are marked with a sun-burst are mostly hazard-free and could support a lot of lights, and can be done with our crew with safe working conditions. Yellow lines represent overhead wires / working hazards. Certified Electrical Lineman would be needed to complete installation of upper canopies where overhead lines present a hazard (Item 3 on the proposal). We'd be able to complete the work designated to our crews by Thanksgiving. The company suppling linemen are aware of the project and desired timing and will do their best to accommodate. (The drawing is not to scale, some trees may appear hazard-free but aren't in reality.) Certain trees' canopies will not support lights. Any Items that are not able to be lit will be deducted from job total.

Please don't hesitate to contact us if you have questions. I can be reached at 616-836-5731.

Sincerely,

-Nick

Nicholas Weaver
Managing Member
Chips Groundcover llc



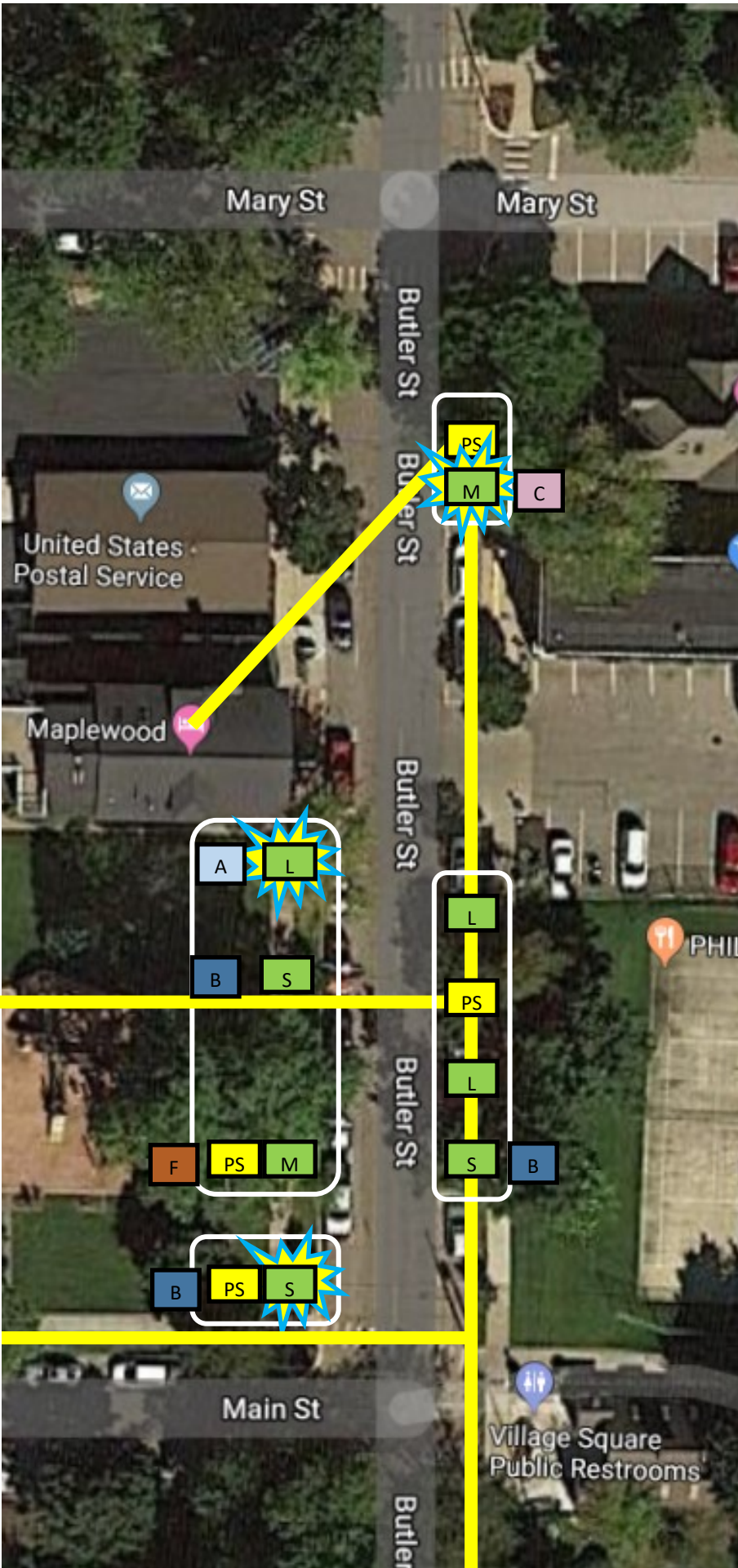
11931 E Lakewood Blvd • Holland MI 49424 • info@chipsgroundcover.com • Phone - 616.546.9196 • Fax - 616.546.9210

Christmascap Proposal. Prepared For:

NAME: CITY OF SAUGATUCK ATTN: KIRK HARRIER **DATE:** 09-21-2020 R1
PHONE: 269-857-2603 **EMAIL:** KIRK@SAUGATUCKCITY.COM
BILLING ADDRESS, CITY, STATE, ZIP: 102 BUTLER ST. PO Box 86. SAUGATUCK MI 49453
JOBSITE ADDRESS, CITY, STATE: DOWNTOWN SAUGATUCK

Thank you for your interest in our services! We take pride in the displays we create (we call them “Christmascapes!”) for your enjoyment and we hope to work with you soon.


#:	Item Description:	Annual Cost (w/ 3-year agreement)
1	<p><u>Renewal of Previous year Display (Year 2 of 3 year contract)</u> See proposed map & cover letter for detail Wrap (25) tree trunks and select branches to 10-12 foot height, using 5 mm warm white LED lights with green wire (bulb spacing @ 6”). Each “wrap / strand” approx 6” apart. (Extension cord cost allocated at \$250 per year, or \$750 total. Pricing does not include sale of material at end of 3-year agreement. Cost of lighting installation, takedown, service, and storage per year: \$6,600) Butler St from Culver to Mason: 5 trees Butler St from Mason to Hoffman: 5 trees Butler St from Hoffman to Main: 5 trees Butler St from Main to Mary: 6 trees Culver Street from Butler to Griffith St: 4 trees Additional Trees: Up to 10 additional trees (2 per block, or as desired) with similar shape and size (adequate power required prior to installation). Lighting installation to be consistent as described from bid requirements as listed in Item 1. (Cost of extension cords allocated at \$100 per year, or \$300 total. Pricing does not include sale of material at end of 3-year agreement. Cost of lighting installation, takedown, service, and storage per year: \$2760) 10 Trees as discussed along Culver St. (7 trees between Butler St. and Griffith. 3 Trees between along Culver St from Griffith to Near Scooter Pizza). Lighting to be installed consistent with Trees on Butler St. 5 additional trees (location to be determined) due to increasing spacing of tree wraps from 3” to approximately 6”. 15 trees total. (2019: \$2950. 2020 cost: \$1450)</p>	\$11,160
Service	<p>Pricing Includes up to 20 free service calls per season upon renewal acceptance. Service calls are typically completed within 4 business days of notice of the closest business day, weather and safety depending (Saturday and Sunday calls will be processed Monday). Each additional service call billed at \$85 first hour (minimum). \$85 each additional hour, billed in 15 minute increments. Material needing replacement due to theft, vandalism, or acts of nature may be billed additional. Material to be replaced due to installation error or manufacturer defect will be completed at no additional costs. No Sunday or Holiday call-outs.</p>	
2 New Item	<p>Add estimated 10,000 lights (200 strands) to trees as possible. See proposed map & cover letter for detail. Pricing does not include sale of material. Installation and Takedown requires use of rented lifts (included in pricing) and will require traffic closures. (Pricing includes Installation, Service, Takedown, Storage). Pricing does not include sale of material at end of season. Annual price for 2020 & 2021 seasons.</p>	\$4175
3 New Item	<p>Add estimated 10,000 lights (200 strands) in tree canopies which require Certified Electrical Lineman Installation and Takedown due to overhead lines nearby. See proposed map & cover letter for detail. (Pricing includes Installation, Service, Takedown, Storage). Pricing does not include sale of material at end of season. May require parking to be blocked. 2020 Price. (2021 quoted at renewal)</p>	\$5810



Green trees get light

Red trees not to do

L	"L" = Large Tree
M	"M" = Medium Tree
S	"S" = Small Tree
PS	"PS" = Power Supply
A	"A" = Partial Branch & Canopy Wrap
B	"B" = Branch & Canopy Wrap
C	"C" = Partial Branch Wrap
D	"D" = Branch Wrap
E	"E" = Partial Canopy Wrap
F	"F" = Canopy Wrap
	Unspecified = trunk wrap

 = Able to be very heavily lit

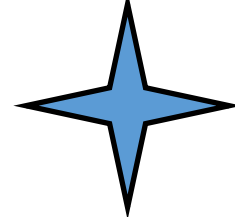
Butler st.

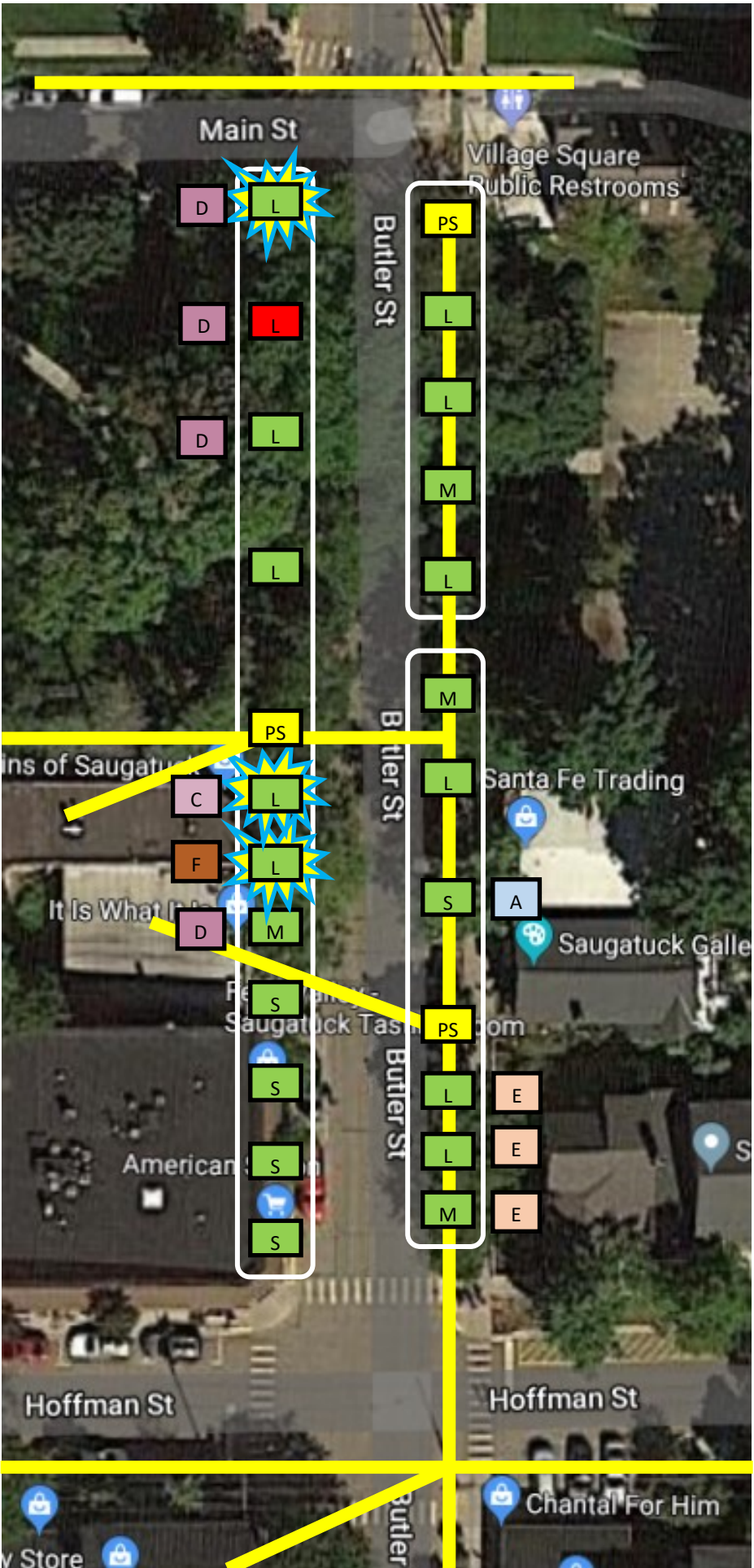
Mary st.

To

Main st.

North






Green are trees to do

Red are trees not to do

"L" = Large Tree
"M" = Medium Tree
"S" = Small Tree
"PS" = Power Supply
"A" = Partial Branch & Canopy Wrap
"B" = Branch & Canopy Wrap
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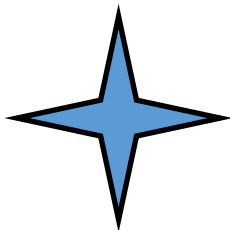
Butler st.

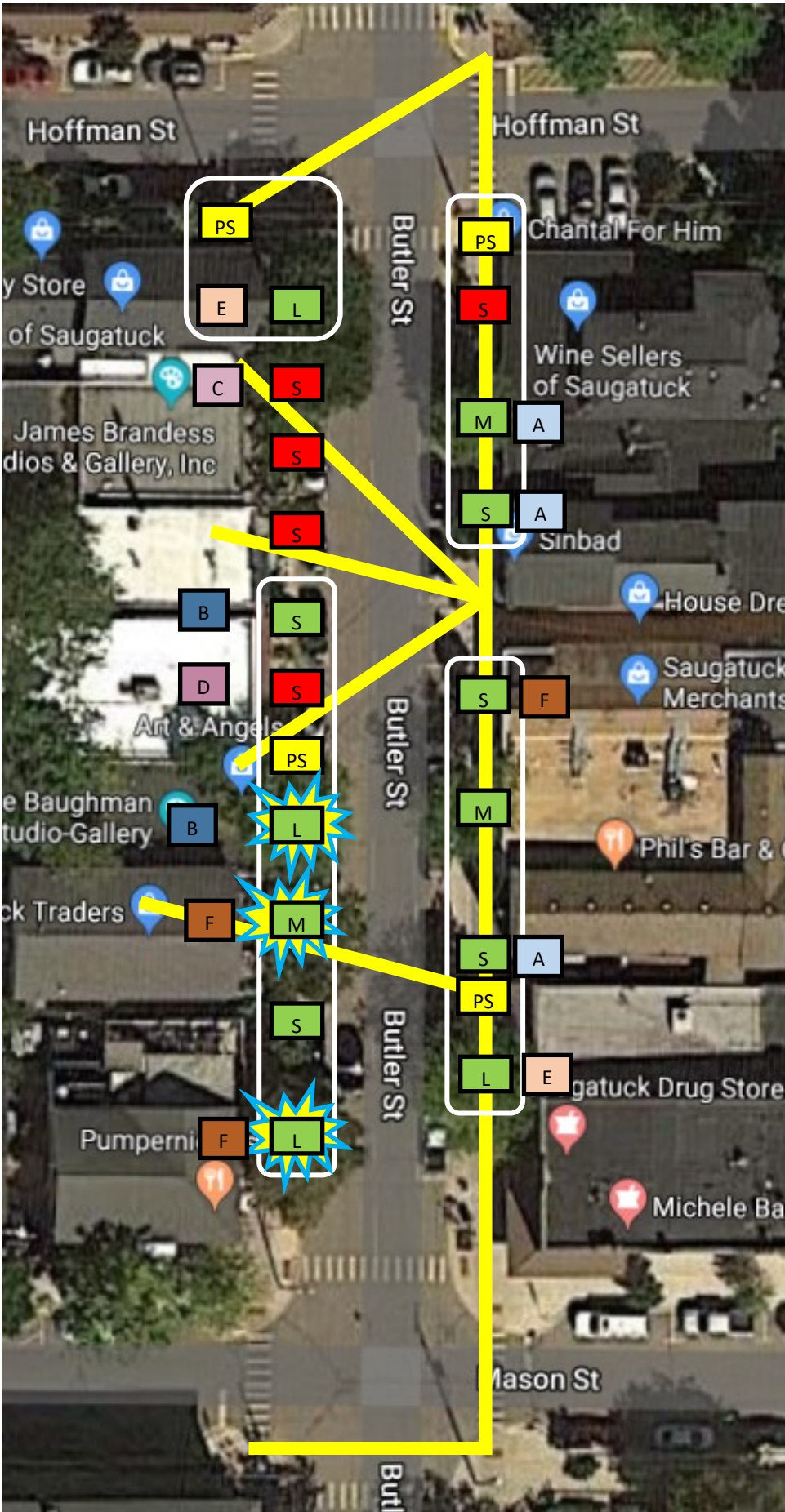
Main st.

To

Hoffman st.

North






Green are trees to do

Red are trees not to do

“L” = Large Tree
“M” = Medium Tree
“S” = Small Tree
“PS” = Power Supply
“A” = Partial Branch & Canopy Wrap
“B” = Branch & Canopy Wrap
“C” = Partial Branch Wrap
“D” = Branch Wrap
“E” = Partial Canopy Wrap
“F” = Canopy Wrap
Unspecified = trunk wrap

 = Able to be very heavily lit

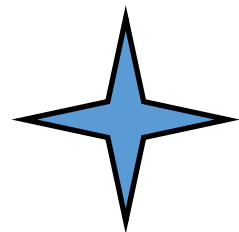
Butler st.

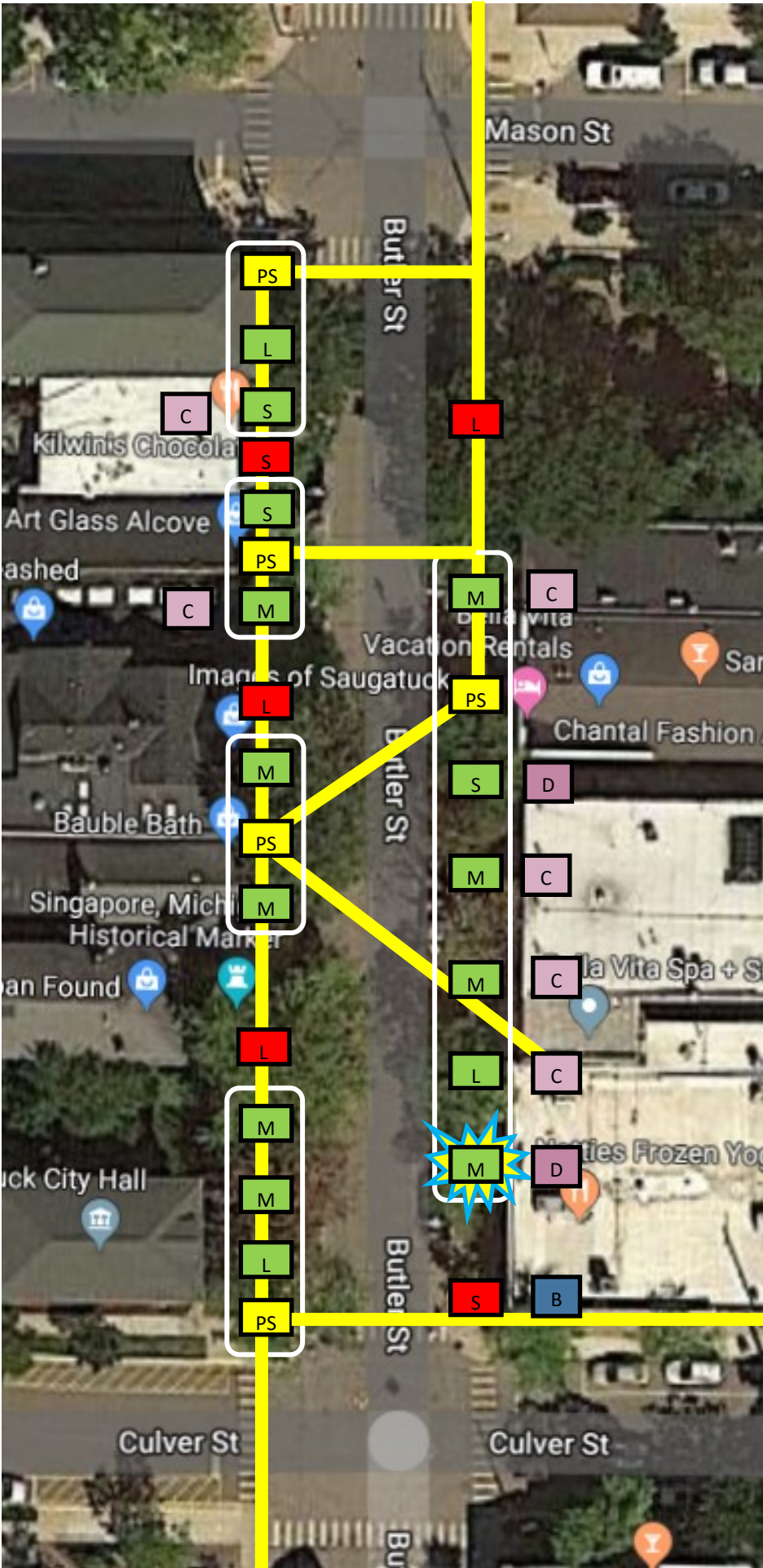
Hoffman st.

To

Mason st.

North





Green are trees to do

Red are trees not to do

"L" = Large Tree
"M" = Medium Tree
"S" = Small Tree
"PS" = Power Supply
"A" =Partial Branch & Canopy Wrap
"B" =Branch & Canopy Wrap
"C" = Partial Branch Wrap
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"F" = Canopy Wrap
Unspecified = trunk wrap

= Able to be very heavily lit

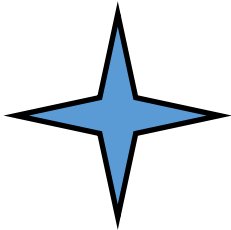
Butler st.

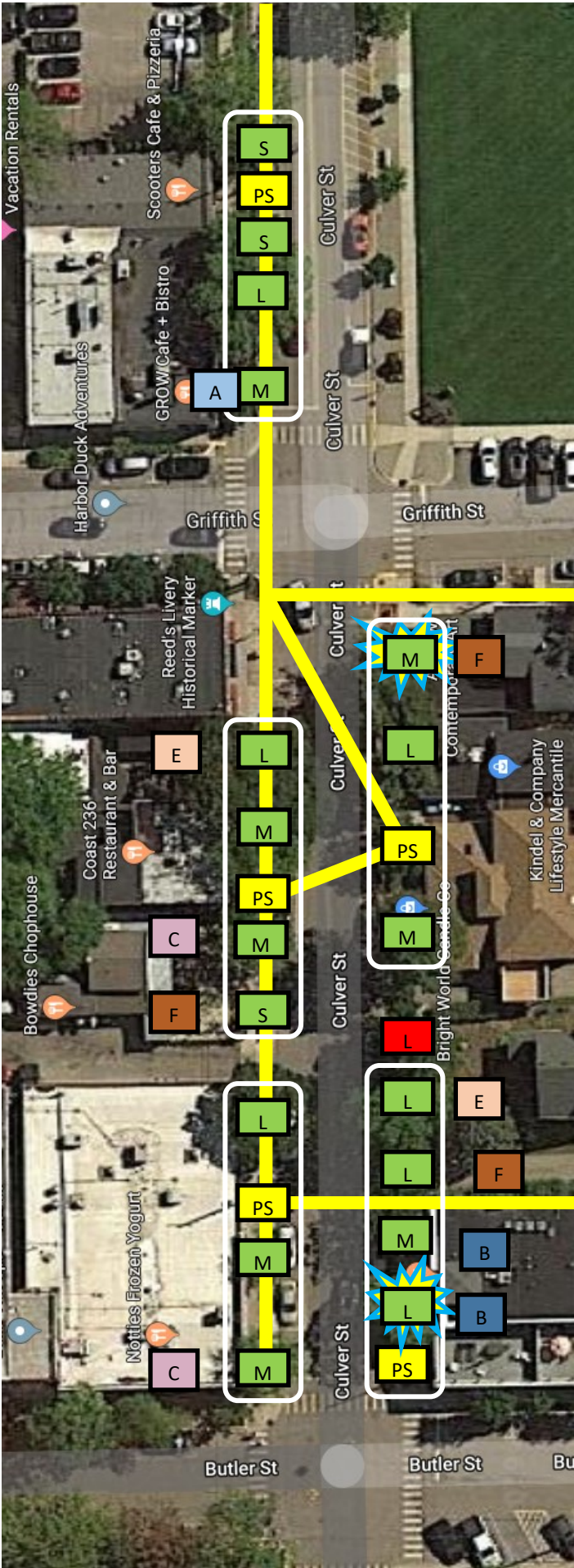
Mason st.

To

Culver st.

North






Green are trees to do

Red are trees not to do

"L" = Large Tree
"M" = Medium Tree
"S" = Small Tree
"PS" = Power Supply
"A" = Partial Branch & Canopy Wrap
"B" = Branch & Canopy Wrap
"C" = Partial Branch Wrap
"D" = Branch Wrap
"E" = Partial Canopy Wrap
"F" = Canopy Wrap
Unspecified = trunk wrap

 = Able to be very heavily lit

Culver st.

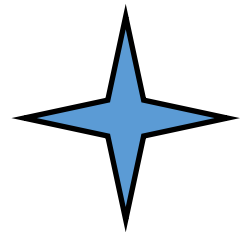
Butler st.

To

Griffith st.

And Scooters Pizza

North





City Council Agenda Item Report

FROM: Karen Doyle Homan

MEETING DATE: September 28, 2020

SUBJECT: Resolution No. 200928-A Shoreline alterations and erosion control items and their interference with public beach walking

DESCRIPTION

Attached is a resolution urging certain action by both the Michigan Department of the Environment, Great Lakes and Energy and the administrative law judge in contested case no. 20-009433 regarding shoreline alterations and erosion control items and their interference with public beach walking.

BUDGET ACTION REQUIRED

N/A

LEGAL REVIEW

Resolution was prepared by municipal attorney Jeff Sluggett.

SAMPLE MOTION:

Motion to **approve/deny** Resolution No. 200928-A as presented.

**CITY COUNCIL
CITY OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN**

RESOLUTION NO. _____

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

**A RESOLUTION URGING REVIEW BY THE MICHIGAN
DEPARTMENT OF ENVIRONMENT, GREAT LAKES AND
ENERGY AND THE ADMINISTRATIVE LAW JUDGE IN
CONTESTED CASE NO. 20-009433 WITH RESPECT TO
SHORELINE ALTERATIONS AND EROSION CONTROL
ITEMS AND THEIR INTERFERENCE WITH LAWFUL
PUBLIC BEACH WALKING**

- A. The City of Saugatuck (“Saugatuck”) has thousands of feet of Lake Michigan water frontage within its jurisdiction.
- B. There is a relatively new private single-family housing development called “Dune Grass” located on Lake Michigan frontage within Saugatuck.
- C. To the north of Dune Grass is Oval Beach, a lakefront city park.
- D. In the past, a significant number of members of the public (including Saugatuck residents) have walked the beach lakeward of the ordinary high water mark along the Dune Grass lake frontage, which is lawfully protected pursuant to the Michigan Supreme Court case of *Glass v Goeckel*, 473 Mich 667 (2005).
- E. Unusually high water levels in Lake Michigan has made beach walking along the Dune Grass lake frontage difficult for the past few years. In addition, new erosion control devices and items (“Erosion Controls”) that have recently been installed by property owners have further hindered the ability of members of the public to walk the beaches adjacent to Dune Grass. Some of the Erosion Controls appear to be up to 600-feet in length.
- F. The Michigan Department of the Environment, Great Lakes and Energy (“EGLE”) issued a permit to the Heule family to install or expand Erosion Controls along the beach and the permit and approval for such shoreline modification is presently being challenged in a contested case hearing in EGLE Case No. 20-009433 (the “Pending Case”).
- G. Saugatuck is concerned whether EGLE fully performed its due diligence regarding the Heule permit with regard to the impact of the newer or expanded Erosion Controls on not only the critical dunes and environment, but also the ability of beach walkers to traverse the beach adjacent to the Heule property, both now and when the water levels recede.
- H. Saugatuck is also concerned about the impact that the new or expanded Erosion Controls will have when the water line recedes and whether those structures will impede public beach walking at

that time.

NOW, THEREFORE, BE IT RESOLVED:

1. The provisions set forth above are acknowledged to be accurate and are incorporated herein as if fully restated.

2. Saugatuck respectfully requests that the Administrative Law Judge in the Pending Case review whether EGLE performed its full due diligence prior to issuing the Heule permit and particularly with regard to examining the following areas:

A. Any adverse environmental impacts on the critical dunes, the shoreline and the environment in general.

B. Negative impacts upon the ability of members of the public (including Saugatuck residents) to walk along the beach pursuant to *Glass v Goeckel*.

C. Whether any of the new or expanded Erosion Controls will be visible when the waters of Lake Michigan recede and whether they will negatively impact the ability of the public to walk the beach.

D. Whether the structure will affect beach erosion to the south and threaten homes that have been safely used in the dunes there for generations.

3. To the extent that the Erosion Controls will likely cause any of the above-mentioned negative impacts mentioned in Section 2 hereof, require that the Heules' modify the Erosion Controls accordingly.

4. The Saugatuck City Clerk shall forward a copy of this Resolution to EGLE and also the Administrative Law Judge in Case No. 20-009433, as well as the United States Army Corps of Engineers and the Allegan County Clerk.

The vote to adopt this Resolution was as follows:

AYES: _____

NAYS: _____

ABSENT/ABSTAIN: _____

RESOLUTION NO. _____ DECLARED ADOPTED.

Dated: _____, 2020

Ken Trester, Mayor

Erin Wilkinson, City Clerk

CERTIFICATION

I, Erin Wilkinson, the Clerk of the City of Saugatuck do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Saugatuck City Council at a _____ meeting held on _____, 2020, in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

Attest:

Erin Wilkinson, City Clerk



City Council Agenda Item Report

FROM: Karen Doyle Homan
MEETING DATE: September 28, 2020
SUBJECT: Resolution No. 200928-B 2020 Advisory Blue Star Trail Joint Committee

DESCRIPTION

Resolution on behalf of Saugatuck Township, the City of the Village of Douglas, and the City of Saugatuck to continue discussions regarding construction of a non-motorized trail segment within each jurisdiction.

BUDGET ACTION REQUIRED

N/A

LEGAL REVIEW

N/A

SAMPLE MOTION:

Motion to approve/deny the resolution No. 200928-B as presented.

CITY OF SAUGATUCK RESOLUTION No. 200928-B
SAUGATUCK TOWNSHIP RESOLUTION _____
CITY OF THE VILLAGE OF DOUGLAS RESOLUTION _____

A JOINT RESOLUTION ON BEHALF OF SAUGATUCK TOWNSHIP, THE CITY OF THE VILLAGE OF DOUGLAS, AND THE CITY OF SAUGATUCK TO CONTINUE DISCUSSIONS REGARDING CONSTRUCTION OF A NON-MOTORIZED TRAIL SEGMENT WITHIN EACH JURISDICTION

WHEREAS, the Friends of the Blue Star Trail (FOTBST) is a 501(c)(3) non-profit advocacy group incorporated in the State of Michigan for the charitable purpose of promoting the development and continuance of the Blue Star Trail from South Haven to Saugatuck; and

WHEREAS, the FOTBST is requesting that Saugatuck Township, the City of the Village of Douglas, and the City of Saugatuck (“Communities” or “Community” as appropriate) jointly accept responsibility to construct a section of the Blue Star Trail, from Washington Street in the City of the Village of Douglas, through the City of Saugatuck, and into Saugatuck Township terminating at Holland Street; and

WHEREAS, while unknown at this time, the FOTBST estimate the cost of the portion of the Blue Star Trail to be constructed within the Communities would be between \$1,000,000 and \$2,000,000 and would require a local match and a long-term financial commitment of the communities to maintain the new infrastructure in perpetuity.

WHEREAS, the Communities will need to collaborate regarding such topics as staff resources, engineering/construction costs, on-going maintenance costs and replacement costs in order to construct and operate the proposed section of Blue Star Trail, and recognize that these activities would involve expenditures for the Communities and their taxpayers, which funds are currently not available or limited.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. A Joint Study Committee will be formed by the Communities, the FOTBST, and the Allegan County Road Commission with two (2) voting members appointed by each municipality, agency, or corporation.
2. The Manager from each Community will serve as an ex-officio member with the right to discuss and debate but without the power to vote.
3. The Joint Study Committee will elect a chairperson and vice chairperson, and conduct meetings in compliance with the Open Meetings Act.

4. The Study Committee will be tasked with drafting an intergovernmental agreement, including but not limited to provisions that address:

- a. The scope and nature of the project;
- b. The potential lead (Act 51) agency for grant funding and oversight;
- c. Responsibilities for preparing grant applications and for bidding and awarding contracts;
- d. Indemnification and insurance requirements;
- e. Expenses and responsibilities for the construction, maintenance and future operations;
- f. Possible funding options available to the Communities, and the funding of the local match required;
- g. The route of the trail; and,
- h. The engineer of record.

5. The Joint Study Committee will use its best efforts to complete its work and present a draft agreement and written report to the Communities no later than June 1, 2021.

BE IT FURTHER RESOLVED that notwithstanding any specific resolution already rescinded by the Communities, this resolution supersedes any prior resolutions to the extent that it may conflict with the provisions of this resolution.

BE IT FINALLY RESOLVED this resolution shall become effective only in the event that the governing body for each of the Communities adopts it in the form and substance as set forth herein. Thereafter, the last date of approval shall be considered its effective date.

YEAS: Council Members: _____

NAYS: Council Members: _____

ABSTAIN: Council Members: _____

ABSENT: Council Members: _____

ADOPTED this ____ day of _____, 2020

Signed: _____
Erin Wilkinson, City Clerk

CERTIFICATION

I, Erin Wilkinson, the duly appointed clerk of the City of Saugatuck do hereby certify the foregoing is a true and complete copy of a resolution adopted by the Saugatuck City Council at a regular meeting held _____, 2020, in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended. The minutes of the meeting were kept and will be or have been made available as required by said Act.

Signed: _____
Erin Wilkinson, City Clerk



Incident Analysis Report

Detail



Print Date/Time: 09/23/2020 11:41
 Login ID: allegancounty\bensfield
 Incident Type: All
 Call Source: All

From Date: 09/14/2020 00:00
 To Date: 09/23/2020 23:59

Allegan County Sheriff's Office
 ORI Number: MI0310300
 Officer ID: Hagerty, Janel L.
 Location: All

Incident Date/Time	Incident Number	Incident Type	Location	Caller	Source
09/14/2020 08:56	2020-00015241	Larceny	ELIZABETH ST		Telephone
	Report Required:	Yes	Officers		
			424 - Hagerty		
09/14/2020 12:06	2020-00015251	Suspicious Situation	63RD ST		Officer
	Report Required:	Yes	Officers		
			424 - Hagerty		
09/14/2020 12:12	2020-00015252	General Assist	BLUE STAR HWY / NORTH ST		Officer
	Report Required:	Yes	Officers		
			424 - Hagerty		
09/14/2020 16:41	2020-00015267	Found Property	BLUE STAR HWY		Telephone
	Report Required:	Yes	Officers		
			424 - Hagerty		
09/18/2020 07:47	2020-00015536	PIA	42ND ST / 134TH AVE		Telephone
	Report Required:	Yes	Officers		
			424 - Hagerty		
09/18/2020 14:22	2020-00015573	FALLS	BUTLER ST		Telephone
	Report Required:	Yes	Officers		
			424 - Hagerty		
09/19/2020 10:32	2020-00015620	Alarm	LAKEVIEW DR		Telephone
	Report Required:	Yes	Officers		
			424 - Hagerty		
09/19/2020 13:50	2020-00015626	Road Rage Incident	GRIFFITH ST / HOFFMAN ST		Telephone
	Report Required:	Yes	Officers		
			424 - Hagerty		
09/19/2020 15:50	2020-00015632	Larceny	OAKWOOD LN		Telephone
	Report Required:	Yes	Officers		
			424 - Hagerty		
09/20/2020 10:06	2020-00015674	PIA	128TH AVE / OLD ALLEGAN RD		Telephone
	Report Required:	Yes	Officers		
			424 - Hagerty		
09/20/2020 13:48	2020-00015685	Civil	BUTLER ST		Telephone
	Report Required:	Yes	Officers		

09/20/2020 15:47	2020-00015695	Road Hazard	424 - Hagerty NB I 196 HWY	Telephone
	Report Required:	Yes	Officers	
09/23/2020 10:07	2020-00015885	Civil	424 - Hagerty FOREST RIDGE DR	Telephone
	Report Required:	Yes	Officers	
			424 - Hagerty	

Total Matches : 13



Incident Analysis Report

Detail



Print Date/Time: 09/23/2020 11:43
Login ID: allegancountybensfield
Incident Type: All
Call Source: All

From Date: 09/14/2020 00:00
To Date: 09/23/2020 23:59

Allegheny County Sheriff's Office
ORI Number: MI0310300
Officer ID: Flokstra, Robert John
Location: All

Incident Date/Time	Incident Number	Incident Type	Location	Caller	Source
09/21/2020 09:53	2020-00015739	Found Property	WATER ST / HOFFMAN ST		Officer
	Report Required:	Yes	Officers		
			1133 - Flokstra		
09/21/2020 10:34	2020-00015740	Domestic Assault	BUTLER ST		Telephone
	Report Required:	Yes	Officers		
			1133 - Flokstra		
09/21/2020 12:00	2020-00015749	General Assist	RIVER ST		Telephone
	Report Required:	Yes	Officers		
			1133 - Flokstra		
09/21/2020 14:49	2020-00015753	Ambulance	BUTLER ST		Telephone
	Report Required:	Yes	Officers		
			1133 - Flokstra		
09/21/2020 14:56	2020-00015760	Civil	HOFFMAN ST		Telephone
	Report Required:	Yes	Officers		
			1133 - Flokstra		
09/21/2020 16:06	2020-00015765	Alarm	PARK ST		Telephone
	Report Required:	Yes	Officers		
			1133 - Flokstra		
09/22/2020 10:13	2020-00015818	Abandoned Vehicle	HOFFMAN ST		Telephone
	Report Required:	Yes	Officers		
			1133 - Flokstra		
09/22/2020 10:54	2020-00015822	911 Welfare - Misdials	ELIZABETH ST		Telephone
	Report Required:	Yes	Officers		
			1133 - Flokstra		
09/22/2020 14:58	2020-00015840	Civil	BUTLER ST		Telephone
	Report Required:	Yes	Officers		
			1133 - Flokstra		

Total Matches : 9



Incident Analysis Report

Detail



Print Date/Time: 09/23/2020 11:45
 Login ID: allegancountybensfield
 Incident Type: All
 Call Source: All

From Date: 09/14/2020 00:00
 To Date: 09/23/2020 23:59

Allegan County Sheriff's Office
 ORI Number: MI0310300
 Officer ID: Visser, Meredith Leigh
 Location: All

Incident Date/Time	Incident Number	Incident Type	Location	Caller	Source
09/16/2020 18:08	2020-00015425	Accident All Other	BUTLER ST		Telephone
	Report Required:	Yes	Officers		
			667 - Visser		
09/16/2020 19:29	2020-00015433	Assist Other Agencies	BLUE STAR HWY / HOLLAND ST		Telephone
	Report Required:	Yes	Officers		
			667 - Visser		
09/16/2020 21:39	2020-00015443	Motorist Assist	BLUE STAR HWY / 129TH AVE		Officer
	Report Required:	No	Officers		
			667 - Visser		
09/17/2020 00:02	2020-00015447	General Assist	BUTLER ST / MAIN ST		Officer
	Report Required:	Yes	Officers		
			667 - Visser		
09/17/2020 19:28	2020-00015508	Assist Other Agencies	VAN DALSON ST		Telephone
	Report Required:	Yes	Officers		
			667 - Visser		
09/17/2020 22:35	2020-00015519	General Assist	BUTLER ST / MAIN ST		Officer
	Report Required:	Yes	Officers		
			667 - Visser		
09/18/2020 19:48	2020-00015590	PDA	SB I 196 HWY		Telephone
	Report Required:	Yes	Officers		
			667 - Visser		
09/18/2020 22:22	2020-00015598	General Assist	BUTLER ST / MAIN ST		Officer
	Report Required:	Yes	Officers		
			667 - Visser		
09/22/2020 20:22	2020-00015861	Suspicious Situation	142ND AVE		Telephone
	Report Required:	Yes	Officers		
			667 - Visser		
09/22/2020 22:05	2020-00015867	General Assist	BUTLER ST / MAIN ST		Officer
	Report Required:	Yes	Officers		
			667 - Visser		
09/23/2020 00:16	2020-00015872	Bond Violation	142ND AVE		Telephone
	Report Required:	Yes	Officers		

Total Matches : 11



Incident Analysis Report

Detail



Print Date/Time: 09/23/2020 11:47
Login ID: allegancounty\bensfield
Incident Type: All
Call Source: All

From Date: 09/14/2020 00:00
To Date: 09/23/2020 23:59

Allegan County Sheriff's Office
ORI Number: MI0310300
Officer ID: Kruithoff, Jason Lee
Location: All

Incident Date/Time	Incident Number	Incident Type	Location	Caller	Source
09/14/2020 16:46	2020-00015271	Larceny	BLUE STAR HWY		Telephone
	Report Required:	Yes	Officers		
			490 - Kruithoff		
09/14/2020 18:32	2020-00015282	Alarm	LUCY ST		Telephone
	Report Required:	Yes	Officers		
			490 - Kruithoff		
09/14/2020 19:01	2020-00015283	General Assist	PERRYMAN ST		Telephone
	Report Required:	Yes	Officers		
			490 - Kruithoff		
09/14/2020 23:21	2020-00015296	General Assist	BUTLER ST / MAIN ST		Officer
	Report Required:	Yes	Officers		
			490 - Kruithoff		
09/15/2020 03:08	2020-00015304	Breaking & Entering	BLUE JAY LN		Telephone
	Report Required:	Yes	Officers		
			490 - Kruithoff		
09/15/2020 16:54	2020-00015355	Check Welfare	N MAPLE ST		Telephone
	Report Required:	Yes	Officers		
			490 - Kruithoff		
09/15/2020 18:04	2020-00015361	VCSA	134TH AVE / 60TH ST		Officer
	Report Required:	Yes	Officers		
			490 - Kruithoff		
09/15/2020 19:31	2020-00015366	Obstruct Justice	134TH AVE / 60TH ST		Officer
	Report Required:	No	Officers		
			490 - Kruithoff		
09/15/2020 21:42	2020-00015378	Obstruct Justice	134TH AVE / 60TH ST		Officer
	Report Required:	No	Officers		
			490 - Kruithoff		
09/16/2020 00:25	2020-00015385	General Assist	BUTLER ST / MAIN ST		Officer
	Report Required:	Yes	Officers		
			490 - Kruithoff		
09/16/2020 03:13	2020-00015388	Alarm	PARK ST		Telephone
	Report Required:	Yes	Officers		

09/19/2020 19:01	2020-00015640 Report Required:	Parking Violation Yes	490 - Kruithoff BUTLER ST / LUCY ST Officers	Officer
09/19/2020 22:03	2020-00015650 Report Required:	Harassment/Threats Yes	490 - Kruithoff WATER ST Officers	Telephone
09/19/2020 22:39	2020-00015652 Report Required:	General Assist Yes	490 - Kruithoff BUTLER ST / MAIN ST Officers	Officer
09/19/2020 23:24	2020-00015656 Report Required:	Loud Noise Yes	490 - Kruithoff WATER ST Officers	Telephone
09/19/2020 23:26	2020-00015657 Report Required:	Assault Yes	490 - Kruithoff WATER ST Officers	Telephone
09/20/2020 17:40	2020-00015702 Report Required:	Civil Yes	490 - Kruithoff DUNEGRASS CIRCLE DR Officers	Telephone
09/21/2020 02:12	2020-00015724 Report Required:	General Assist Yes	490 - Kruithoff MAIN ST / BUTLER ST Officers	Officer
09/21/2020 23:14	2020-00015800 Report Required:	Obstruct Justice Yes	490 - Kruithoff COUNTRY LN Officers	Telephone
Total Matches : 19			490 - Kruithoff	

September 25, 2020

Karen Doyle Homan, Interim City Manager
City of Saugatuck
102 Butler Street
Saugatuck, MI 49453
citymanager@saugatuckcity.com

RE: Park Street Topographic Survey

Dear Karen,

At their workshop on September 24, City Council requested that we prepare a budget to obtain topographic survey of the Park Street corridor from Campbell Road to Perryman Street (approximately 3,400 feet) to help guide their decision-making process and planning for the corridor, specifically with respect to the right-of-way and potential for easement acquisition. The survey information we will obtain will be sufficient for design of improvements to the corridor, once a decision is made on the specific scope of improvements. We plan to obtain the information this fall after the leaves drop and before the snow flies, to take advantage of the efficiencies gained during that time period. We propose the following scope of work to assist you:

- Research right-of-way information, public land corners (section corners), plats and recorded surveys. We have assumed that City staff will obtain copies of deeds for the parcels within the corridor to assist with locating the right-of-way and parcel lines in the area.
- Establish horizontal and vertical control throughout the mapping area. This will be done by first setting horizontal control points throughout the area and then establishing benchmarks for vertical control. Once the control is in place and checked the actual mapping work can commence.
- Obtain information from private utilities in the project area. Contact Miss Dig to obtain mapping utilizing the design ticket process.
- Incorporate public utility information from existing City and Kalamazoo Lake Sewer & Water Authority records.
- Perform topographic mapping of the project area, including the public right-of-way plus approximately 10 feet on either side.
- Download the field data to produce the topographic basemap.

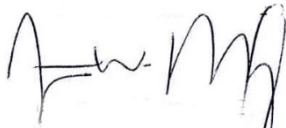
- Perform a field review of the topographic basemap.
- Finalize the topographic basemap based on field review comments.

We propose to complete the scope of work outlined above with an engineering budget of \$8,600. Authorization to proceed with the work under our existing Professional Services Agreement for general consultation can be given by returning a copy of this proposal signed below as indicated.

We look forward to working with you on this project. Please feel free to contact us with any questions.

Sincerely,

FLEIS & VANDENBRINK



Jonathan W. Moxey, P.E.
Project Manager



Don DeVries, P.E.
Group Manager

**AUTHORIZATION TO PROCEED WITH
PARK STREET TOPOGRAPHIC SURVEY**

By: _____

Title: _____

Date: _____