



CITY COUNCIL AGENDA

November 23, 2020 – 7:00 P.M.

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF MINUTES
 - A. **Regular City Council Meeting of November 9, 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's Department**
 - B. **Lisa Mize – Saugatuck Douglas Area Convention & Visitors Bureau**
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:
 - A. **State of Emergency Declaration**
11. PUBLIC HEARINGS:
12. UNFINISHED BUSINESS:
13. NEW BUSINESS
 - A. **New Patrol Car**
 - B. **Milfoil Advisory Group Membership Amendment**
 - C. **First Amendment to Employment Agreement with Interim City Manager**
 - D. **Professional Services Agreement – Campbell Road Improvements**
 - E. **Professional Services Agreement – Wicks Park Bandshell**
 - F. **MERS**
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:
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:
citymanager@saugatuckcity.com

**Proposed Minutes Saugatuck City Council Meeting
Saugatuck, Michigan, November 9, 2020**

The City Council met in regular session at 7:00 p.m. via Zoom/audio conference technology due to 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

Others Present: Interim City Manager Doyle Homan, Clerk Wilkinson, Zoning Administrator Osman, Finance Director/Treasurer Peter Stanislowski

3. **Election of Mayor and Mayor Pro Tempore:** Council Member Lewis nominated Council Member Bekken for the office of Mayor. There were no other nominations. Upon roll call the vote was unanimous for Mark Bekken for the Office of Mayor.

Mayor Bekken took control of the meeting.

Council Member Leo nominated Council Member Lewis for the office of Mayor Pro Tem. There were no other nominations. Upon roll call the yeas were: Leo, Bekken, Johnson, Peterson, Trester, Lewis. Voting nay was: Verplank

4. **Approval of Minutes:** A motion was made by Peterson, 2nd by Trester, to approve the October 26, 2020 regular meeting minutes as presented. Upon roll call the motion carried to approve the October 26, 2020 minutes as amended.

5. **Mayor's Comments:** Mayor Bekken thanked Council Member Trester for his dedication, hard work, and leadership while serving as Mayor for the prior three years.

Mayor Bekken stated that he was honored to be elected as Mayor. He said the election is over; it is time to do the people's work in a respectful and professional manner, the taxpayers and people who elected us expect and deserve nothing less.

Mayor Pro Tem Lewis thanked Mayor Bekken for agreeing to serve and said she was honored to serve alongside him. She stated that his experience and wisdom will help guide the city through the process of choosing the next city manager.

6. **City Manager's Report:** Interim City Manager Doyle Homan spoke about the spike in COVID 19 cases in the County. She also told council that Kalamazoo Lake Sewer and Water Manager Daryl VanDyke is loaning us an employee so that we have the manpower for leaf pick-up.

7. **Agenda Changes:** None

8. **Guest Speakers:** Lieutenant Brett Ensfield, Allegan County Sheriff's Department, reviewed the statistical data comprising the departments' Calls for Service. He explained the differences between Priority 1, 2 and 3 calls.

9. Public Comment: Jon Helmrich, Saugatuck Township Board, was pleased that the Council is considering allowing Saugatuck Township to join the Kalamazoo Lake Harbor Authority.

10. Request for Payment: A motion was made by Johnson, 2nd by Lewis, to approve the accounts payable in the amount of \$44,473.72. Upon roll call the motion carried unanimously.

11. Introductions of Ordinances: None

12. Public Hearings: None

13. Unfinished Business: None

14. New Business:

A. Ordinance Amendment, Chapter 154—Section 035(D) Front Yard Set Back: Motion by Trester, 2nd by Johnson, to amend Chapter 154—Section 035(D) of the City of Saugatuck Code of Ordinances. Zoning Administrator Osman explained this amendment removed the description of Manchester Plat from the Peninsula South Zone District. Upon roll call the motion carried unanimously.

B. Ordinance Amendment, Chapter 154—Section 143 Fence Height for Corner Lots: Motion by Trester, 2nd by Lewis, to amend Chapter 154—Section 143 of the City of Saugatuck Code of Ordinances. Zoning Administrator Osman explained this amendment give parity to side street residences to enclose their full back yard with a 6' fence Upon roll call the motion carried unanimously.

C. Ordinance Amendment, Chapter 154—Section 174(C) Lifting Non-Conforming Structure out of the Flood Plain: Motion by Lewis, 2nd by Trester to amend Chapter 154—Section 035(D) of the City of Saugatuck Code of Ordinances. Zoning Administrator Osman explained this ordinance amendment recommended by the Planning Commission allowed non-conforming property destroyed by flooding the same rights as non-conforming property that burned to the ground; the building may be rebuilt/lifted out of the flood plan if kept to the same footprint.. Upon roll call the motion carried unanimously.

D. Ordinance Amendment, Chapter 154, Section 154.005/024/039/040/041 Land Usage: Zoning Code: Motion by Verplank, 2nd by Peterson to amend Chapter 154—Sections 005/024/039/040 and 041 of the City of Saugatuck Code of Ordinances. Zoning Administrator Osman explained this amendment updated and modernized the permitted uses in the commercial zone district—the definition of motion picture establishments was updated to include live performances, restaurants require special land use approval across all districts, and other minor changes as shown. Upon roll call the motion carried unanimously.

E. Resolution Adopting MERS as Employee 457 Deferred Compensation Plan Administrators: Motion by Verplank, 2nd by Lewis to approve the attached Resolutions establishing the Michigan Employees Retirement System (MERRS) for Employees 457 Deferred Compensation Plan and Authorizing the positions of City Manager and City Treasurer to sign current and future documents related thereto. City Treasurer Stanislawski briefly explained the history of the 457 Plan and the proposed change of plan administrator. He also reviewed the meeting with employees explaining the proposed changes and stated employees were enthusiastic with switching to the MERS Plan. Upon roll call the motion carried unanimously.

F. Saugatuck Township Intent to Consider Joining the Kalamazoo Lake Harbor Authority. Motion by Trester, 2nd by Peterson , to approve waiving the entry fee for Saugatuck Township to join the Kalamazoo Lake Harbor Authority in consideration of their in-kind contributions, participation in harbor activities, the financial contribution to the DNR Waterway Grant, and their financial contribution to cover legal fees associated with joining the KLHA. Interim City Manager Doyle Homan explained that the Interlocal Agreement between the City of Douglas and the City of Saugatuck forming the Harbor Authority would also have to be amended before Saugatuck Township would be able to join. Upon roll call the motion carried unanimously.

G. Correction of Lisa DeSoto Legal Description: Motion by Verplank, 2nd by Peterson, to approve the attached Agreement regarding real property to exchange parcels of land between the City of Saugatuck and Amey E. DeSoto, as shown in the attached exhibits, and to put Amey E. DeSoto's name on the easement that gives ingress/egress to her property. Zoning Administrator Osman explained that Ms. DeSoto owns a piece of dirt that her house is not on. Her house is on city owned land. This land swap corrects the legal description made almost 90 years ago. Upon roll call the motion carried unanimously.

15. Consent Agenda: None

16. Public Comment:

Jon Helmrich, Saugatuck Township Board, thanked the City Council for their support for Saugatuck Township to join the Kalamazoo Lake Harbor Authority.

Jane Underwood, resident, asked if the City of Saugatuck has ever considered mulching leaves and said that would be the ultimate recycling effort.

David Setzke, City of Douglas resident, congratulated the candidates running for election, the candidates winning election, and he thanked Council Members moving off the City Council. He looks forward to working with the City Council to enhance the vibrancy of the business community and challenged the Council to rethink that Saugatuck can be a year-round community of prospering businesses and still retain its charm.

17. Communications: Fire Chief Greg Janik Incident Date Report (*accepted as information*)

18. Boards, Commissions & Committee Reports: Council received the report from the Fish Shanty Restoration Committee.

19. Council Comments:

Council Member Trester thanked everyone for the support he received during his three years as Mayor and stated he looked to working with the new council members.

Council Member Lewis thanked Council Members Trester and Peterson for their service as Mayor and Mayor Pro Tem. She thanked Council Members Johnson and Verplank for giving up so much of their time and efforts serving the City. She welcomed the new council members.

Council Member Leo thanked Council Members Johnson and Verplank for their years of service and stated that she looked forward to seeing them in the community and working with them on other issues.

Mayor Bekken thanked Council Members Johnson and Verplank for their years of service and noted projects that were completed under their leadership.

Council Member Verplank thanked City Council. She stated that it has been an interesting and educational fourteen years serving on the City Council.

Council Member Johnson thanked City Council and said he enjoyed serving twenty years on Council, as well as years of service on the Planning Commission and the Kalamazoo Lake Sewer and Water Authority. He congratulated new Council Members Scott Dean and Lauren Stanton and encouraged candidates Hoskins and Carrion to stay engaged in the City.

Council Member Peterson thanked Mayor Trester for his three years of service and congratulated Mayor Bekken on his election to Mayor. She congratulated new Council Members Dean and Stanton and thanked outgoing Council Members Johnson and Verplank for their service. She asked for feedback on when to turn Christmas lights on.

Adjournment: A motion was made by Johnson, 2nd by **Verplank**, to adjourn the meeting at 8:59 p.m. Upon roll call the motion carried unanimously.

Respectfully Submitted,

Erin Wilkinson
Saugatuck City Clerk

OCTOBER 2020

Saugatuck/Douglas Convention + Visitors Bureau Marketing Strategy Implementation

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Overview

Summary

The Saugatuck-Douglas Convention & Visitors Bureau (SDCVB) and their creative partner, Concept A Creative, began implementing marketing strategies and tactics from an approved marketing plan mid-January 2020. The initial objectives were to evolve further as a lifestyle brand, drive better continuity between all of their marketing touchpoints, extend their reach with target audiences, and drive more awareness and business for the shoulder seasons.

In late March, that plan was revised in response to the COVID-19 pandemic, taking into consideration its impact on travel and tourism and the resulting budget implications. The revised marketing plan prioritized and refined existing marketing activities within existing budget constraints, focusing on only the essential activities still needed to achieve the SDCVB's marketing goals and objectives.

This plan required a pivot away from any promotional activities during March, April, and May but sought the continued creative efforts toward building a new, more engaging website that would be ready to support tourism when audience interest returned. Once government-sanctioned restrictions were lifted, and businesses could safely accommodate visitors, promotional tactics—predominantly consisting of digital advertisement, email marketing, and increased social marketing activities—were reinitiated in June.

Thus far, results have shown that late summer bookings have exceeded forecast, and that fall activity is proving to be quite strong.

The following pages (3-6) outline the foundational elements supported by the Saugatuck/Douglas brand: our target audiences, value proposition, and tone/voice. Even in response to a pandemic, these foundational elements do not change.

Target Audience(s)

While the Saugatuck/Douglas area does indeed have something for everyone to enjoy, a more targeted marketing approach is being recommended to focus resources and efforts in the most cost effective and impactful way possible.

Primary

Travelers 30-73 years of age

Based on anecdotal information provided by the SDCVB board, the destination's primary target segment is Baby Boomer (55-73 years old), Gen X (39-54 years old), and older millennials (30 years and above). These are retirees, empty nesters, couples, or singles traveling together who are in the above average income bracket. This audience segment identifies with lifestyle images of people who mirror their demographic and will immediately dismiss experiences that they feel are directed at a much younger group.

Secondary

LGBTQ Community

A specific secondary target market segment which should also continue to be of focus is the LGBTQ community. While the age demographics of Saugatuck/Douglas' visitors in general are similar to the straight segment noted above, the gay audience segment gravitates towards images of older millennials.

Regardless of age range and life stage, what has emerged is a distinct set of lifestyle interests, behaviors and values that exemplifies the Saugatuck/Douglas's target visitor audience:

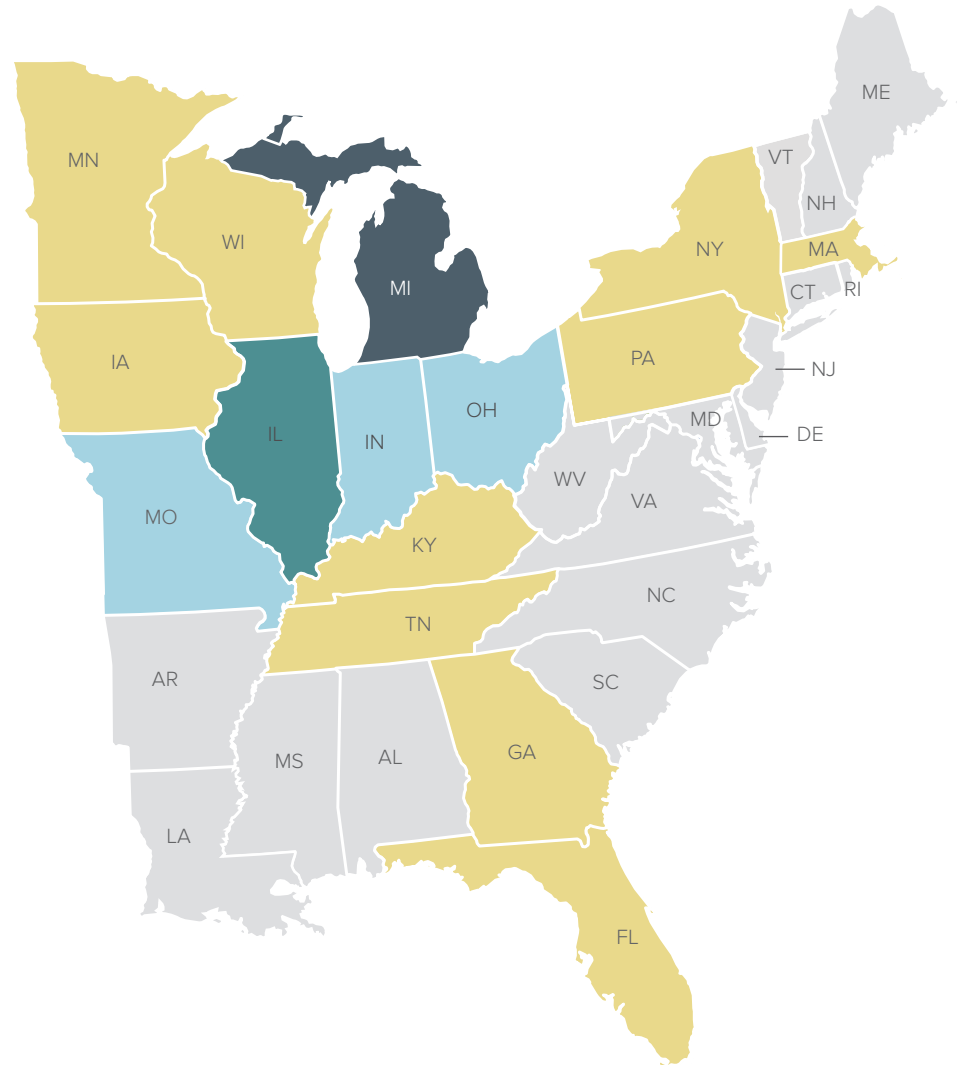
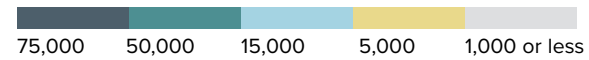
- **Open and inclusive**
- **Well-educated**
- **Appreciates the arts – visual, literary, performing**
- **Has an urban sensibility but is attracted to “small town” experiences and the balance of nostalgia overlaid with fresh perspectives**
- **Desires an escape from the hustle and bustle of urban life**
- **Considers culinary experiences as an integral part of destination choice**
- **Seeks discovery / adventure – an opportunity to try something new**
- **Appreciates nature and natural surroundings**
- **Gravitates toward “soft” adventures, outdoor experiences, sophisticated leisure and sporting activities**
- **Embodies a high/low mindset and finds appeal in an eclectic mix of activities and ambiances (high-end gallery to dive bar)**
- **Enjoys connecting with locals for a more authentic experience**

Website

Traffic to Saugatuck.com by State

Because of COVID-19 and travel restrictions, we refocused outreach efforts to audiences within the short drive (within 3 hours) and long drive (within 6 hours) markets. Data was collected from traffic to Saugatuck.com to capture where visitors to the site were coming from. This information provides us with a clear picture of our best markets for opportunity.

Traffic Jan–Sept 15



Website

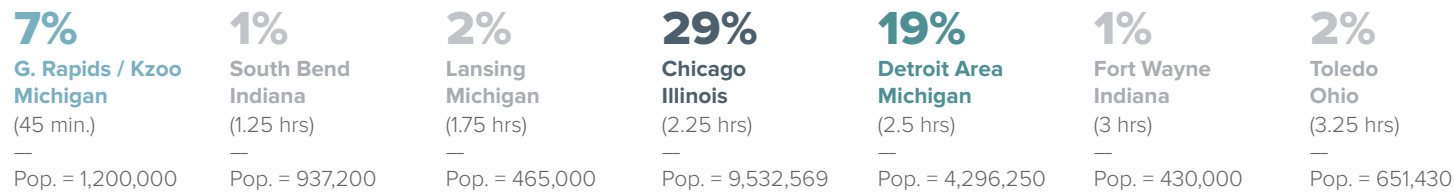
Traffic to the “Stay” page per drive market cities

Analytics show 43,000 visits to the “Stay” Page

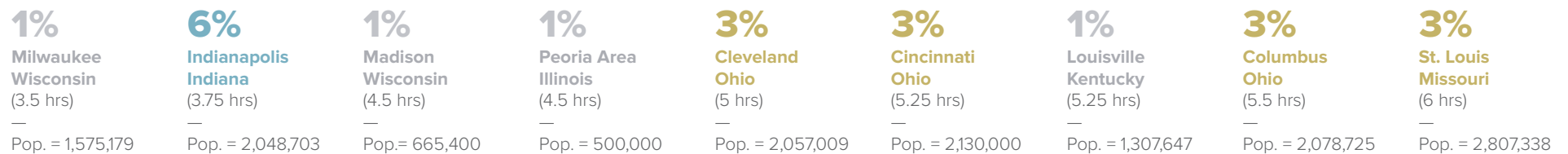
Distilling the data down further, the following shows the specific cities that visitors are from who have taken the step further to link to our “Stay” page.

Note: There were two Analytic transition periods due to past account issues and the launch of a new website.

Short Drive Market



Long Drive Market



Value Proposition

What visitors get from Saugatuck/Douglas that they can't get from other area beach town destinations.

For sophisticated travelers who want an escape from the frenetic pace of their lives, the Saugatuck/Douglas area offers up diverse cultural, culinary, and nature-driven experiences that blend the authentic spirit of a small town with modern and fresh perspectives to rejuvenate the soul.

Post COVID-19, visitors will still want these experiences, but will want to be assured that they can have them safely.

Tone

Your voice needs to be:

Sophisticated, but Relaxed. Down to Earth. Welcoming. Approachable, but Mature. Modern, but never Trendy.

Just like your audience, your tone needs to come across as smart and polished without being alienating or sounding pretentious. You need to convey an authentic sense of openness which shows people that you understand and care about providing them with rejuvenating experiences that offer a respite from the rigors of their everyday life. Your voice needs to be relatable, which means it needs to reflect a progressive point of view that doesn't seek to sound too hip or cool.

Saugatuck Marketing

This visual map represents the partners and integrated activities that are driving the marketing of Saugatuck/Douglas in 2020.



Focused 2020 Marketing Channels:

Social Media:

Facebook

Instagram

Twitter

Website:

New Creative (end of July launch)

Web Articles

Email Campaigns

Digital Advertising:

Google + Facebook

Print Advertising:

Magazines

Billboards

Public Relations:

Notable Press

FAM Trip

Photography

Social Media

Facebook

Used by approximately 80% of U.S. adults aged 18-49, Facebook remains an ideal platform for our target audiences. Since Concept A began engaging with the SDCVB, the number of Facebook fans has increased to 11,634, significantly outpacing the average growth rate of comparable competitors.

Fans

7.3% ↑

+788 fans

4.2% Average Growth amongst Traverse City, Grand Haven, South Haven, and New Buffalo.

Impressions

457% ↑

8,209,792 in 2020
1,475,240 in 2019

Engagements

447% ↑

241,567 in 2020
4,184 in 2019

Post Link Clicks

1,094% ↑

192,123 in 2020
16,093 in 2019

Social Media

Facebook—Sampling of Highly Engaged Posts

We could not be happier to have our local businesses featured on Fox News. Thank you, producer Emily DeCiccio, for shining



Engagement Rate	35.3%
Engagements	436
Reach	1,236

Experience a piece of history when you climb aboard the Saugatuck Chain Ferry. For only \$2 you can ride the only survivi



Engagement Rate	11.1%
Engagements	469
Reach	4,231

It's going to be a great weekend to hike #Saugatuck Dunes State Park! <https://bit.ly/2XlsaDx> #TakeAHike



Engagement Rate	20.6%
Engagements	354
Reach	1,719

This weekend looks like great beach weather. ☀️ Our hotels, restaurants, shops, and galleries are now ready for you. We



Engagement Rate	13%
Engagements	344
Reach	2,649

Summer is almost here and we're counting down each day. Midwest Living shares their favorite things to do in #Saugatuc



Engagement Rate	14.9%
Engagements	297
Reach	1,988

Did you know that there are 3,000 miles of shoreline here in Pure Michigan? Between our slice of that shoreline, miles of hikin



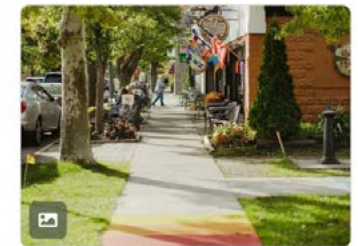
Engagement Rate	19.6%
Engagements	624
Reach	3,185

It's not snow in the picture... Click to read the story of the missing town of Singapore, #Michigan and its unique history with



Engagement Rate	16.1%
Engagements	1,276
Reach	7,903

When faced with uncertain times, we prefer to look for rainbows. #artcoaststrong #Michigan



Engagement Rate	10.9%
Engagements	404
Reach	3,709

Social Media

Instagram

Due to its simplicity and visual appeal, Instagram is heavily used by artists and creatives of all kinds and is currently the fastest-growing social media platform. The number of followers on Instagram has significantly increased to 5,588 — placing our goal of 10,000 followers by the end of 2021 well within reach.

Followers

72% ↑

+2,340 Followers

XX Average Growth amongst Traverse City, Grand Haven, South Haven, and New Buffalo.

Impressions

230% ↑

886,488 in 2020

268,354 in 2019

Engagements

163% ↑

21,964 in 2020

8,341 in 2019

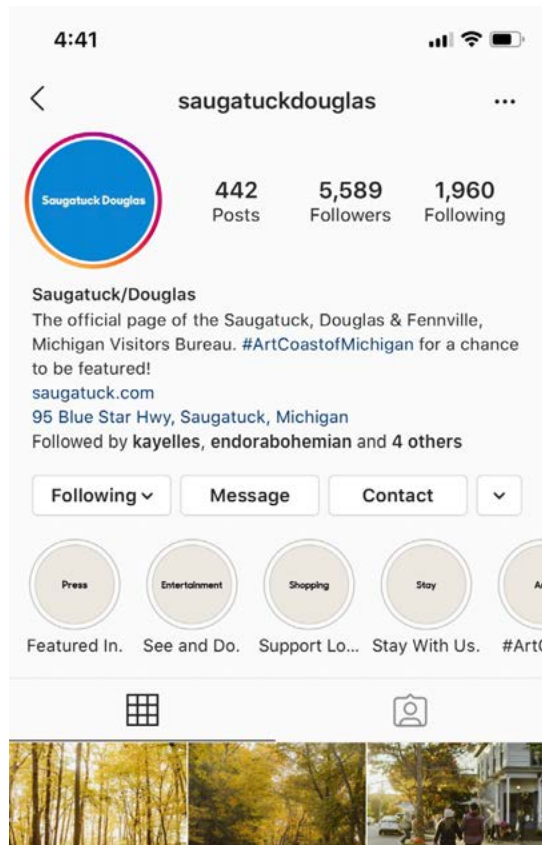
Follower Goal

10,000

By end of 2021

Social Media Instagram

The Instagram permanent feed posts have been augmented per our marketing goals to showcase on-brand inspirational, professional lifestyle photography. With the onset of COVID-19, there was increased emphasis on using images that promoted outdoor activities.



Social Media

Instagram — Stories

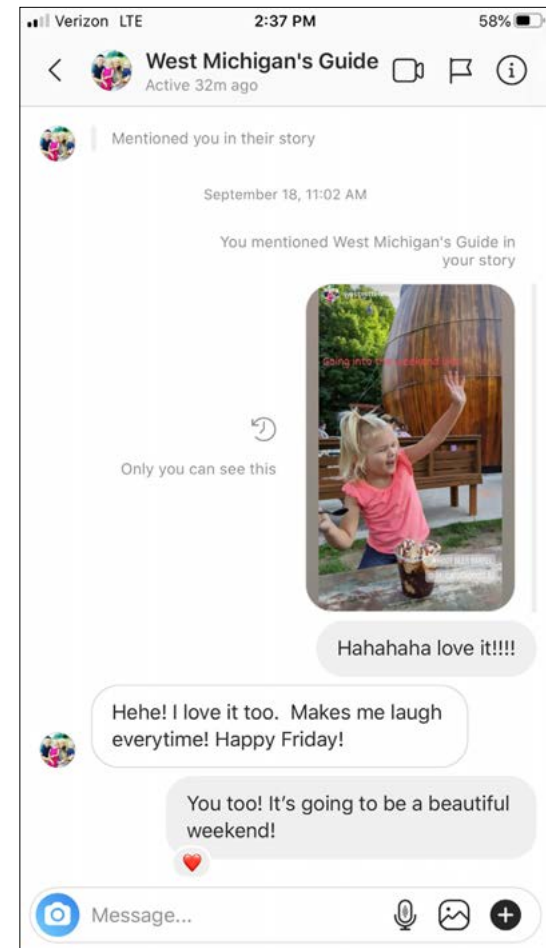
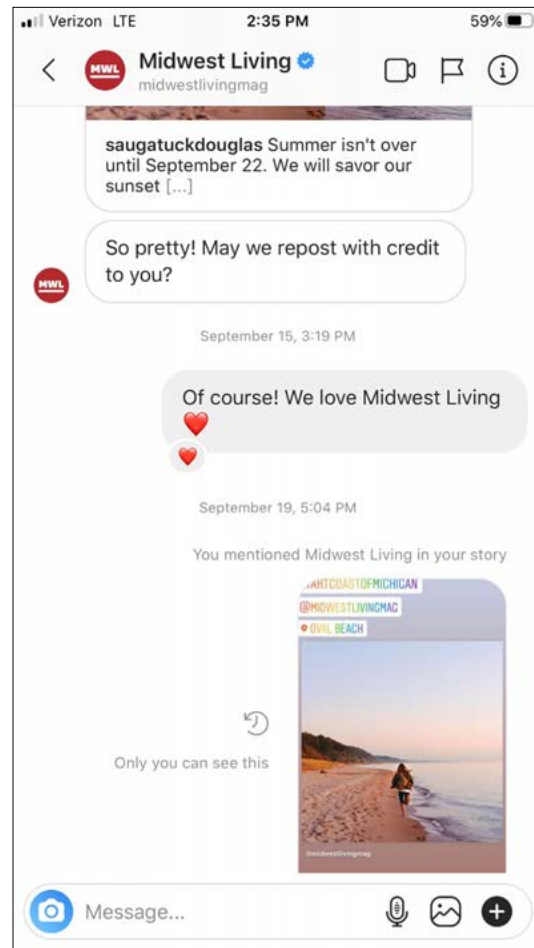
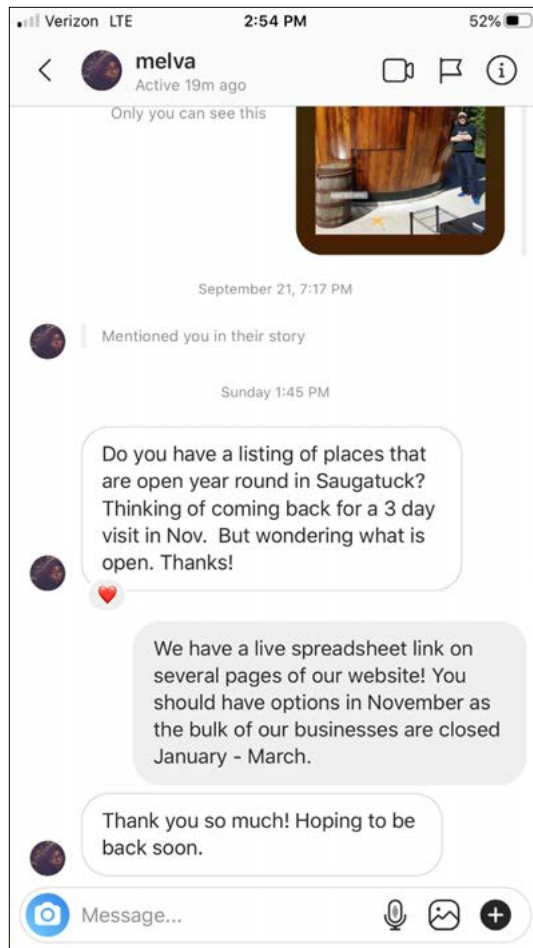
Curated, in-the-moment imagery has been shared via Instagram Stories as an opportunity to engage and build loyalty amongst visitors and surrounding businesses. Leveraging real people and real happenings, our consistent use of Stories has given us the ability to stay top of mind featuring multiple area attractions and establishments.



Social Media

Instagram — Direct Messaging

Messages and comments indicate engagement with followers. Messages that are received during normal business hours and later are responded to within minutes. The gold standard of response time is within 26 minutes.



Social Media

Twitter

While Facebook and Instagram were noted as the social media platforms of emphasis for 2020, the Saugatuck/Douglas Twitter account is well-established, and efforts have been made to maintain it. With only cross-posting activity from Facebook, followers have increased to 2,894. Limited activity has resulted in a decrease in impressions, yet engagement rate indicates that we are still engaging audiences. This channel presents much opportunity for the upcoming year.

Fans

35.2% ↑

+73 Fans
2,894 Followers
2.6% Increase

Impressions

57% ↓

112, 948 in 2020
264,254 in 2019

Engagements

10.1% ↑

2,731 in 2020
2,481 in 2019

Engagement Rate

158% ↑

2.4 in 2020
0.9 in 2019

Social Media

Twitter

We are finding our communities on Twitter. The LGBTQ community is very active on Twitter, as are other niche groups that can be targeted for marketing off-season travel based on their interests.



February—Ice Volcanoes
@FOXLA (Los Angeles)



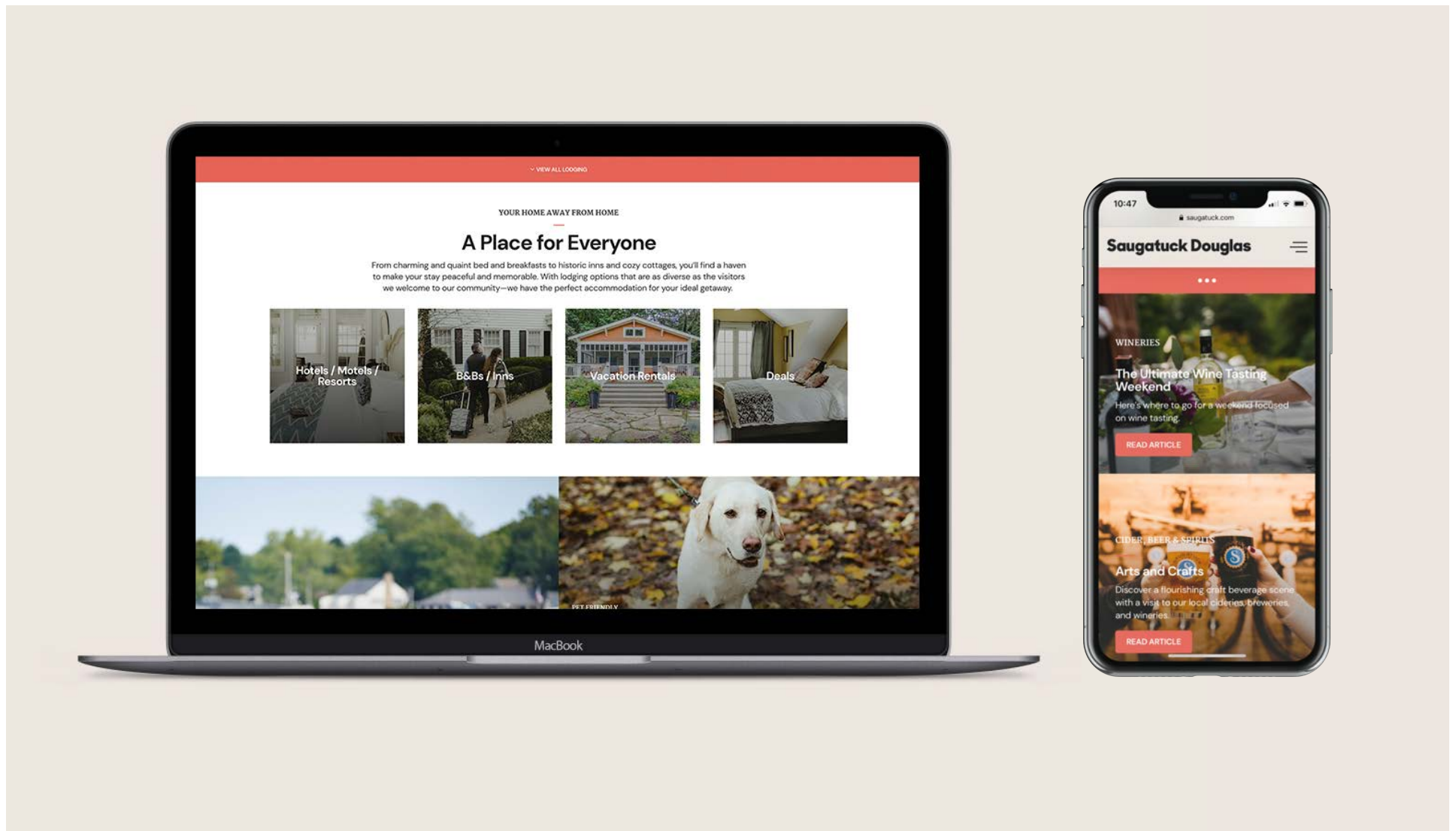
June—Fennville Poppy Field
@WFMY (North Carolina)
@TexasDepotofAg (Texas)



June—Virtual Pride
@GayTravel

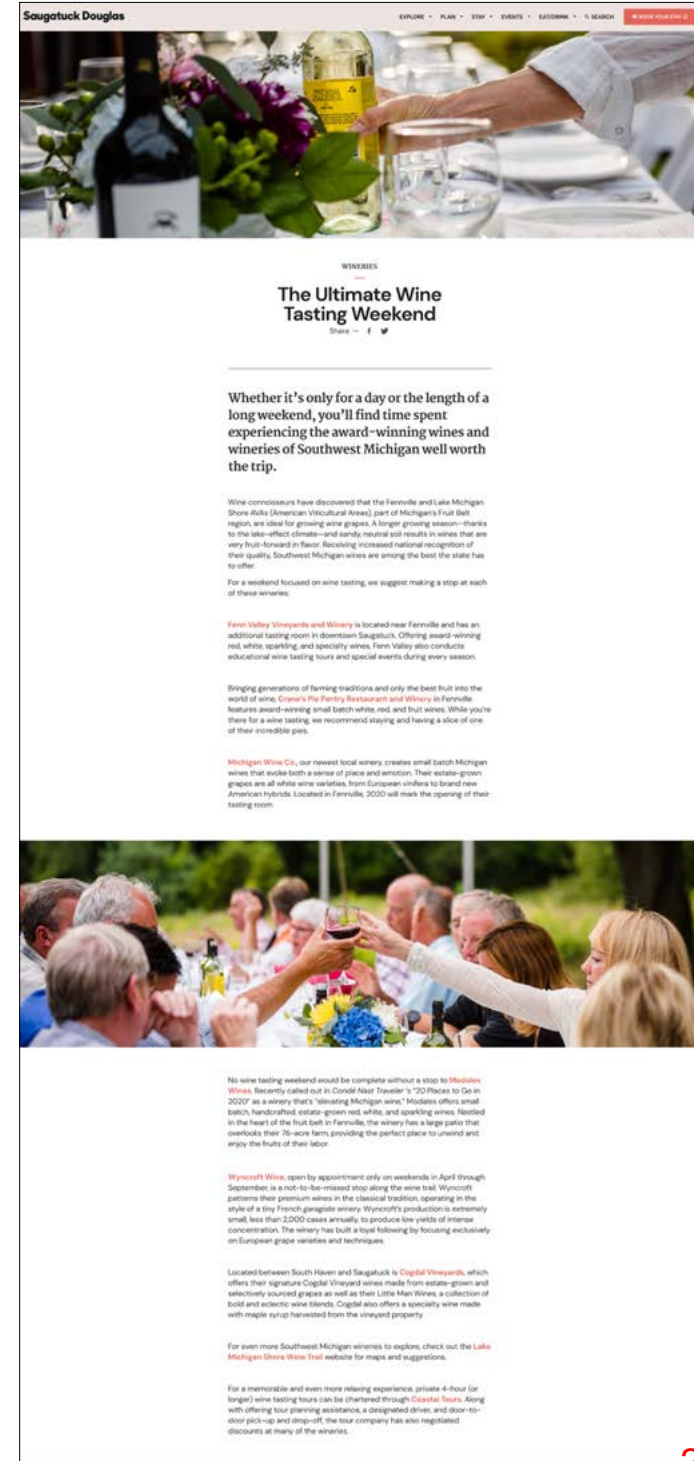
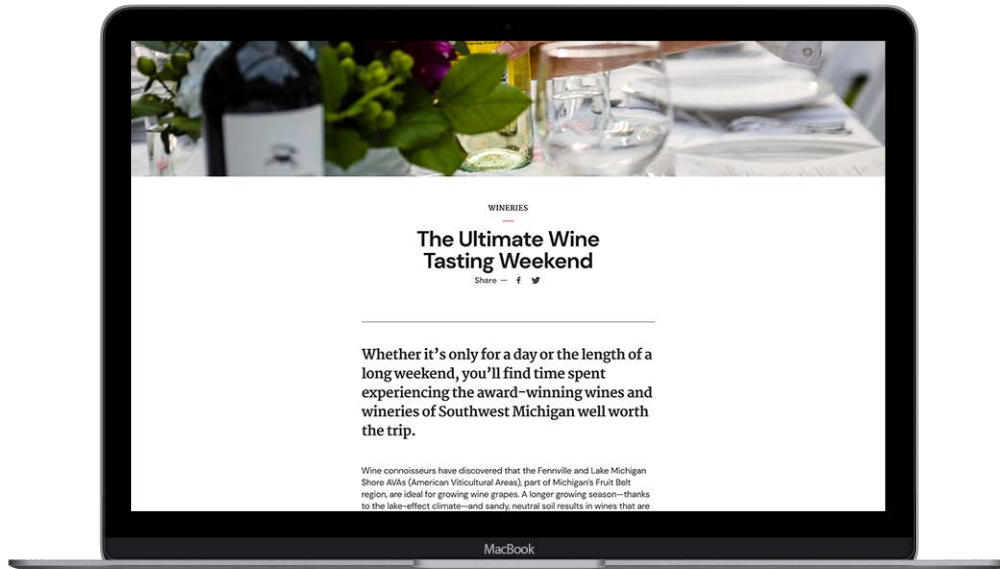
Website

New Design Launched Mid-July



Website Web Articles

All new web content and related articles were created to support the new website, focusing on authentic experiences and itineraries linked to our target customers' motivations and interests. Article assets were curated to include only those that best represented the lifestyle brand.



Website Web Articles

This matrix indicates the various articles that have been created for the site and what topics and categories each article represents. This is a living document as new articles are added each month. It offers an at-a-glance opportunity to see what topics may be underrepresented and should be considered for future articles.

Business Name	Arts	Outdoors	Wellness	Entertainment	Shopping	Spring	Summer	Fall	Winter	Romantic Getaway	Family	Girls Getaway	LGBTQ	Pet Friendly	Corporate Retreats	Weddings	Culinary	Cider Beer Spirits	Wineries	Accolades
4 Craft Beers Worth Traveling For This Fall								•										•		
A Cut Above								•									•			
Alls Fair in Love and Art	•			•			•													
Along for the Ride		•	•			•	•	•												
An LGBTQ Summer Adventure							•						•							
Arts & Crafts								•	•									•		
Best Activities for the Ultimate Girls Getaway						•	•	•				•								
Best in Show				•																
Best Places to Elope in Saugatuck						•	•	•	•	•						•				
Blast from the Past		•		•			•													
Bring Home a Piece of Saugatuck					•	•	•													
Cast a Line		•				•	•													
Coast is Clear		•				•	•	•												
Consider the Source								•									•			
Color Your View		•						•												
Creative Collaboration Along the Art Coast	•			•				•												

Website Related Articles

Business Name	Arts	Outdoors	Wellness	Entertainment	Shopping	Spring	Summer	Fall	Winter	Romantic Getaway	Family	Girls Getaway	LGBTQ	Pet Friendly	Corporate Retreats	Weddings	Culinary	Cider Beer Spirits	Wineries	Accolades
Every Dog Has Its Day		•					•	•						•						
Explore Our Winter Wonderland		•							•											
Fabulous Finds: Boutique Shopping on the Art Coast of Michigan					•															
Face the Music				•			•													
Family Fun in Fall		•		•				•			•									
Farming Out Your Vacation		•				•	•	•			•									
Flight of Fancy																	•	•		
Float Your Boat		•					•													
Four Days of Summer		•		•			•													
Get the Girls Together		•			•	•	•					•								
Good For Business															•					
Happy Trails		•				•	•	•												
Hold Your Peace			•				•													
In Good Company															•					
In the Best of Health			•			•	•	•												
Mother's Day Getaway: Why Saugatuck is the Perfect Escape						•					•	•								
Rise & Shine																	•			

Website Related Articles

Business Name	Arts	Outdoors	Wellness	Entertainment	Shopping	Spring	Summer	Fall	Winter	Romantic Getaway	Family	Girls Getaway	LGBTQ	Pet Friendly	Corporate Retreats	Weddings	Culinary	Cider Beer Spirits	Wineries	Accolades
Saugatuck Center for the Arts' 2020 Theme Introduced: "Identity"	•			•																
Saugatuck Named One of the 10 Hottest Gay Destinations													•							•
Southwest Michigan...20 Best Places to Go in 2020 by Condé Nast Traveler																				•
Swing into Spring		•				•														
Tantalizing Tastes of Winter									•								•	•		
Test the Waters		•					•													
The Club Scene		•				•	•	•												
The Dog Days of Summer							•							•			•			
The Sweet Life																	•			
The Ultimate Wine Tasting Weekend				•		•	•	•											•	
To Have and to Hold																•				
Top 5 Most Romantic Restaurants for the Perfect Date Night						•	•	•		•										
Top 6 Spots for Waterfront Dining						•	•	•									•			
Top 8 Instagrammable Spots for Fall		•						•												
Top Romantic Date Ideas in Saugatuck/Douglas				•			•	•		•										
Touch of Class				•																
Ways to Wine							•	•											•	

Email Campaign New Design

The email newsletter template was redesigned to maintain brand consistency with the design of the new website. Newsletter content has been focused on promoting outdoor and socially distanced experiences that appeal to the COVID-era traveler.

Saugatuck Douglas



FEATURED

Get Straight To The Source

There's no doubt that vacations were meant for relaxing and recharging, but some of the most memorable ones involve learning or trying something completely new. Agritourism checks all the boxes, offering travelers a relaxed opportunity to connect with the land and the source of their food while receiving a meaningful educational experience.

There's no better time of year for this than fall when the crowds have thinned out, and there's an incredible bounty of seasonal fruits and vegetables to sample. Why not try your hand at apple-picking and bring home your very own bushel from **Crane Orchards**? Afterward, challenge yourself in their corn maze and then reward yourself with some fresh cider and donuts.

Or learn more about the wine-making process with a tour and tasting at **Modales** to experience firsthand everything that happens from vine to glass. For more adventure this growing season, take part in **Lakeshore Harvest Country's Farm Scavenger Hunt**, happening now through October, for a chance to win prizes as you explore area farms, cideries, breweries, and wineries.

[EXPLORE OUR AGRICULTURAL ACTIVITIES](#)



EVENTS

Can't Miss Fall Events

When it's time for a respite from city living, take a road trip to Saugatuck/Douglas and check out these fun fall activities. Enjoy a **Wine on the Water** cruise on the **Star of Saugatuck** as a wine expert guides you through wine tastings while you admire the spectacular views of the Kalamazoo River and Lake Michigan. Wine on the Water cruises are happening **September 19** and **October 17**.

Schedule a **Private Vineyard Picnic** during **September** or **October** at **Fenn Valley Vineyards**, where you and a small group of family and friends can enjoy spectacular views, a charcuterie board, Michigan wine and hard cider in some of the most scenic areas in their estate vineyards.

Missing the cinema? Enjoy an **Outdoor Movie** hosted by the **Saugatuck Center of the Arts** as they feature fan-favorites and cult classics al fresco style in their parking lot. The price of your ticket includes a bag of locally-sourced gourmet popcorn. Movies will be shown on **September 18, October 16, 23, 30, and 31**.

Looking for a creative outlet? **Fall Art on the Meadow Workshops** on cooking, writing, and painting are happening at the **Ox-Bow School of Art** on **September 14, 17, 18, 19, and 20**.

[SEE WHAT'S HAPPENING](#)

LODGING

Get Away and Unwind

Working from home these days? Why not work from your home away from home instead. Explore a change of scenery mid-week with a "flexcation" that allows you to get away but still plugin when you need to. Explore our unique accommodations and discover why **Condé Nast Traveler** picked our area one of the **"7 Small Town Getaways We Love."**

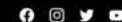
[BOOK A STAY](#)



[Request Your 2020 Saugatuck/Douglas Visitors Guide](#)

[ORDER NOW](#)

Saugatuck/Douglas Area Convention & Visitors Bureau
95 Blue Star Highway Douglas, MI | staff@saugatuck.com | 269.857.1701
www.saugatuck.com



Email Campaign Newsletter Metrics

Email marketing results maintain performance levels above the industry average.

Open Rate—Tourism Industry Average should be 20.44%

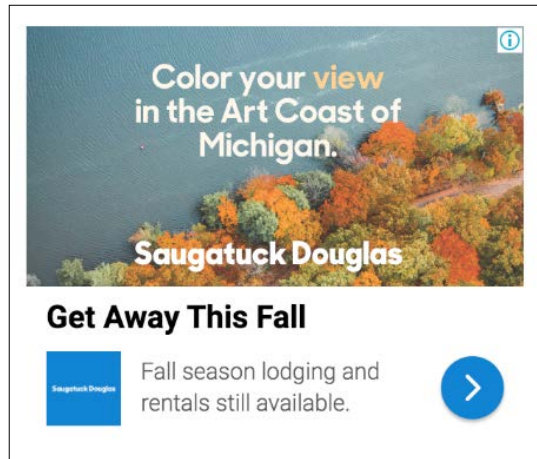
Click Rate—Tourism Industry Average should be 2.25%

Date	Subject	Sends	Opens	Clicks
January 8	The latest news for you (Holiday Email)	14,407	24%	12%
March 9	Beat the Winter Blues in Saugatuck	12,560	21%	11%
June 22	Reconnect with the Art Coast of Michigan	13,054	27%	13%
July 9	Celebrate Summer in the Art Coast of Michigan	13,913	24%	12%
August 13	A New View of the Art Coast of Michigan (New Design)	14,101	25%	20%
Sept 10	Harvest Some Happiness in Saugatuck/Douglas	14,090	23%	13%

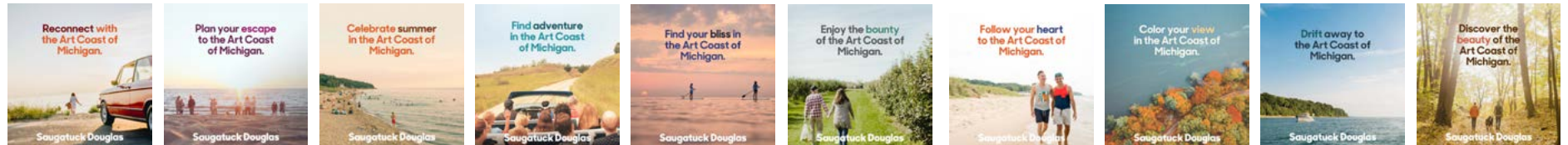
Digital Advertising Google + Facebook

Digital ads were the focus of promotional efforts. The goal of initial ads during early summer was to drive brand awareness and keep S/D top of mind for visitors who were considering travel. Once timing was appropriate, other ads were created that invited visitors to welcome a change of scenery for a desperately needed getaway or new vantage point for remote working.

Google Display Ad Example



Facebook Ad Example



Advertising

Digital Ads — Google + Facebook

Total Ad Spend
\$21,023.62

Total Impressions
16,900,250

Total Ad Clicks
308,341

Google Display Ads

Ad Spend	Impressions	Ad Clicks	Avg Cost Per Click
\$9,900	8,160,000	95,200+	\$0.10

Google Search Ads

Spend	Impressions	Ad Clicks	Avg Cost Per Click
\$3,230	450,000	11,400+	\$0.28

Facebook & Instagram Ads

Spend	Impressions	Ad Clicks	Avg Cost Per Click
\$7,323.62	8,290,250	201,741	\$0.03

Advertising Print

Print advertising efforts were reduced in light of the pandemic, allowing budget dollars to be concentrated around digital advertising opportunities.



REVUE / JANUARY 2020



PURE MICHIGAN / SPRING + SUMMER 2020

Advertising Billboard

The existing billboard was updated to reflect on-brand messaging and experiences that would resonate with COVID-era travelers.



SPRING + SUMMER / INSTALLED APRIL 01



FALL + WINTER / INSTALLED SEPT. 10

Public Relations

Notable Press

Despite concerns regarding COVID-impacted tourism, media mentions have remained strong.

(*) Media mentions directly related to PR efforts have been highlighted below.

CONDÉ NAST

FOX
BUSINESS

Reader's
digest

TRAVEL+
LEISURE

The New York Times

Condé Nast Traveler

[7 Small Town Getaways We Love](#)

Condé Nast Traveler

[20 Best Places to Go in 2020](#)

Condé Nast Traveler

[11 Best Weekend Getaways from Chicago](#)

*Fox Business News

[How a tenacious group of Michigan business owners created coronavirus safety solutions](#)

TravelMag

[The 30 Most Charming Beach Towns in the USA](#)

Travel + Leisure

[13 Best Weekend Beach Getaways in the US](#)

Reader's Digest

[17 of the Most Retro Hotels in America](#)

Foder's Travel

[The Most Romantic Small Towns for Every Couple in America](#)

Best Life

[The Most Beautiful Small Town in Every State](#)

Forbes

[The Best Cities For LGBTQ Retirees](#)

*Chicago Tribune

[Snowmobile racing in Wisconsin, a spring garden show in Indiana and more Midwest events](#)

*Grand Rapids Magazine

[Out + About: March 2020](#)

*Grand Rapids Magazine

[International documentary film festival stopping on the lakeshore](#)

*WZZM13

[Check out these events in West Michigan this March](#)

*Inside Hook

[How and Where to Responsibly Rent a Summer House Near Chicago](#)

FOX 17

[Lakeshore preparing to rebound for Summer tourism](#)

*WGVU (NPR)

[Saugatuck Douglas Area Convention](#)

*WOOD-TV

[Explore Saugatuck and Douglas from a kayak](#)

*Newsbreak

[Saugatuck Douglas to participate in virtual national Pride event](#)

*Grand Rapids Magazine

[Saugatuck Douglas to participate in virtual national Pride event](#)

*Holland Sentinel

['We're open': Lakeshore tourism begins to rebound](#)

*Grand Rapids Magazine

[International documentary film festival stopping on the lakeshore](#)

Travel Awaits

[9 Fantastic Hikes In Beautiful Michigan](#)

*Holland Sentinel

[Safety key to summer success for Saugatuck-area businesses](#)

Indianapolis Monthly

[Saugatuck Summer Cruisin'](#)

Washington Blade

[Saugatuck-Douglas is open and better than ever](#)

*Chicago Parent

[Boating Escapes Worth the Drive from Chicago](#)

*Business Insider

[The ultra-creative tactics 4 hotels and destinations around the US are using to keep travelers safe and coming back](#)

*New York Times

[What Month Is It? Pandemic Scrambles the Travel Calendar](#)

Travel Awaits

[The Best Things To Do In Saugatuck, MI: Where To Stay, Eat, And Play](#)

*Holland Sentinel

[Saugatuck featured in national Virtual Pride event](#)

Public Relations

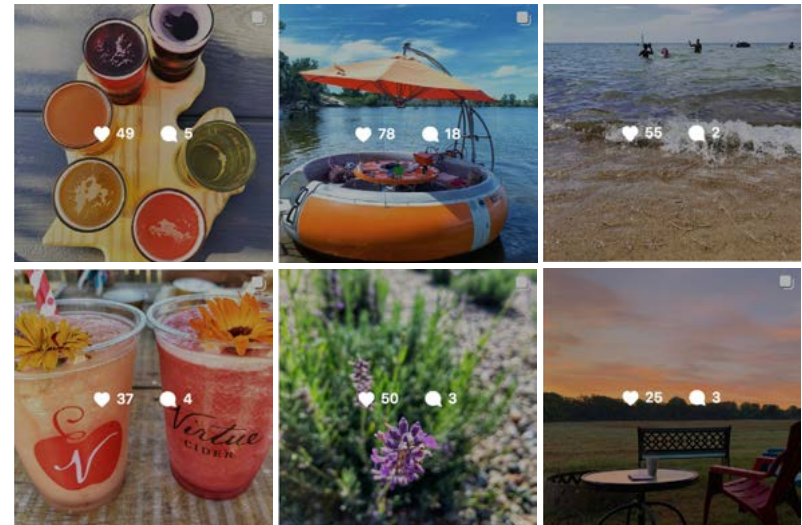
FAM Trip

The FAM (familiarization) trip is an ideal opportunity for media to directly experience the area to encourage subsequent media coverage in the future. The goal is to provide a robust experience for the writers, so they can select what to feature in future articles. In most cases, FAM experiences are highlighted within multiple articles in the coming months or year. It is important to note that there is no guarantee of timing unless they are on a specific deadline.

A larger FAM trip for this year was eliminated due to COVID-19 reprioritization. As travel began to open, our PR rep reached out to Cheryl Eugenio with a summer travel/road trip getaway idea for late summer/fall to capture media exposure related to our short drive market. Cheryl writes family-focused travel features for *Chicago Parent* Magazine and has never been to the Saugatuck area. A family-focused itinerary was planned: Hop & Vine Inn, Retro Donut Boat, Farmhouse Deli, Mitten Brewery, Summerhouse Lavender Farm, Dee's Lakeshore Farm, Crane's, and Virtue Cider. All experiences received high praise from Cheryl. The expectation is that she will be featuring the area and these individual locations in more than one upcoming article within the coming months. Cheryl also has a travel blog "Oh The Places We Go" and social media platforms – however, any traction on her social platforms was added value, not the end goal.



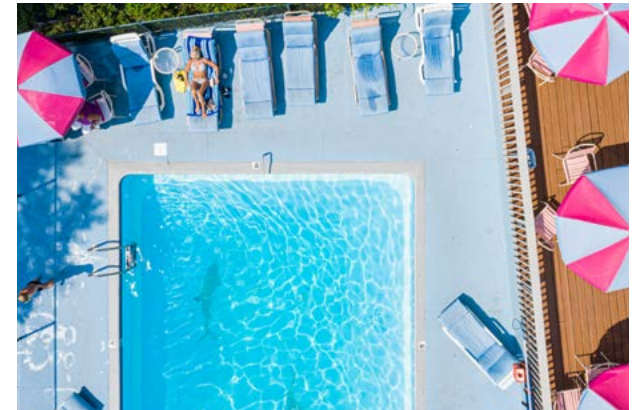
Cheryl Eugenio
Chicago Parent Magazine
Contributing Author



Sample of Photography
Craig Watson



Sample of Photography Craig Watson



Sample of Photography Craig Watson



Sample of Photography Craig Watson



Considerations for Marketing in 2021

Based on the year's marketing activities and performance thus far, the next couple of pages start to outline some initial areas of focus for 2021 that should be considered and discussed.

Thought Starters

01. Digital Ads + Conversion Tracking

Now that we have a new website with direct booking capability, we should embed the necessary tracking pixels to measure our digital ads' conversion rates. Additional attention should be given to developing specific retargeting ads and conducting A/B testing of ads throughout the year to analyze what ads perform best and result in more bookings.

02. Grow Social Channels + Add Pinterest

In addition to growing all social media channels, making a concerted effort to build up our Pinterest presence presents a new opportunity for capturing new audiences. Small video clips would be compelling assets for this channel.

03. Create + Promote Experiences

Continue to uncover and create unique "Experience" focused content for the website and newsletter.

04. Increase eNewsletter Sign-ups

Explore specific tactics to increase the email Newsletter subscriber list from 14,000.

05. Photography + Video Assets

Increasing Photography + Videography assets needs to remain a priority so that we can continue efforts in building a lifestyle brand related to experiences. The ability to photograph during peak season provides a tremendous value towards increasing promotional photography assets. We should also continue with documentary-style photography to ensure all businesses can be included when informing our audiences of the various things to do in the area.

Consideration should also be given to creating a photography asset package for area businesses that the SDCVB could help subsidize. This helps area businesses with assets for their own marketing needs and ensures that the SDCVB has on-brand assets to use within our own promotional efforts.

Thought Starters (continued)

06. Increase Indianapolis Market Share

Increase market share within a targeted metropolitan market. While we would continue to promote within the Chicago and Detroit areas, we should consider putting emphasis on growing the Indianapolis market through billboard placement, targeted digital ads, and local PR.

07. Premier Print Ad Placement

While earned media placement is still a priority, print ads should be developed for higher-end publications, such as Midwest Living and others, as budget allows.

08. During Stay Collateral

Continue developing collateral that enhances visitors' experiences, such as different maps that are related to various activities and interests (i.e., Hiking/Biking, Art Attractions, etc.)

09. Visitor Guide

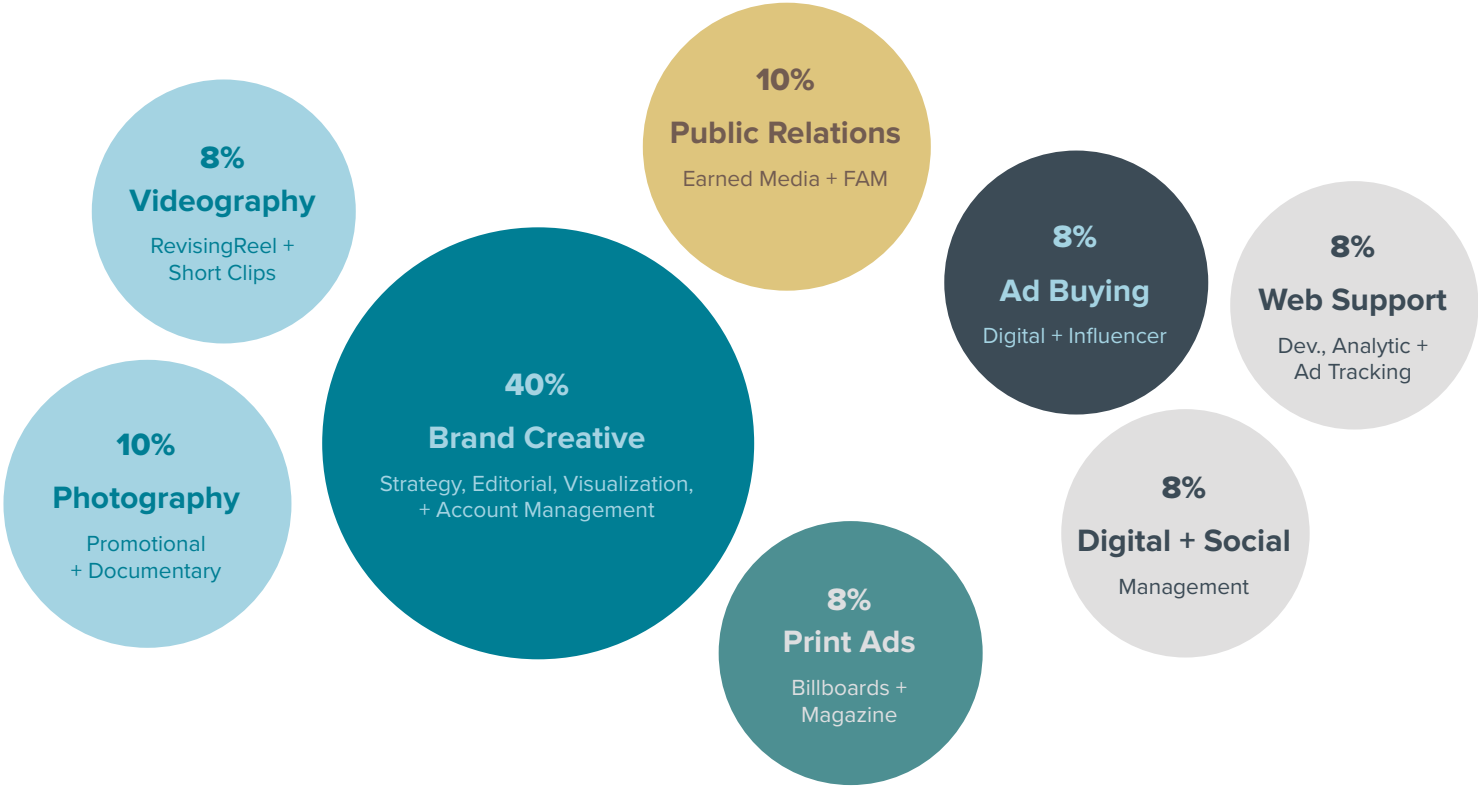
Development of a new Visitors Guide for 2022 and discussion around related design criteria. (i.e., does the guide remain as is or assume a new seasonally-focused series; how can ad placement and design be addressed to create a more compelling experience, etc.)

10. Name + Brand of SDCVB

Consideration of a new name, branding, and local PR for the SDCVB organization that removes the tie to "conventions" and is more indicative of its role within the community.

Budget Allocation for Creative Marketing

Starting Point



Vendor Name	Description	Amount
1. ALLEGAN COUNTY NEWS	PRINTING	196.00
2. ALLEGAN COUNTY SHERIFF	SHERIFF CONTRACT	25,725.72
3. ALLEGAN COUNTY TREASURER	PROPERTY TAXES	3,467.63
	TAX PAPER	24.00
	TOTAL	3,491.63
4. BLOOM SLUGGETT PC	TAX TRIBUNAL	403.00
	LEGAL FEES	4,763.50
	TOTAL	5,166.50
5. CAPITAL ONE	FLOODING PUMP	598.00
6. CITY OF DOUGLAS	ELECTION	366.00
7. DIANNA MC GREW	ASSESSING SERVICES	2,689.47
8. DUNE RIDGE SA, LP	2020 Sum Tax Refund 57-009-063-00	2,115.35
9. FRONTIER	OVAL BEACH	211.48
	911 OVAL PHONE	61.44
	DPW PHONES & INTERNET	176.47
	TOTAL	449.39
10. GIL- ROY'S HARDWARE	SUPPLIES	23.26
11. GLASS IMAGES INC	WINDOW REPAIR CITY HALL	270.00
12. HOLLAND MEDI-CENTER	DOT PHYSICAL	80.00
13. IHLE AUTO PARTS	SUPPLIES	442.31
14. IHLE SERVICE	TIRE REPAIR	20.00
15. MARVIN CHRISTINE	2020 Sum Tax Refund 57-350-023-50	1,220.27
16. MERCHANTS BANCARD NETWORK	OVAL BEACH FEES	70.81
17. MICHIGAN GAS UTILITIES	BUTLER STREET	99.30
18. MISS DIG SYSTEM INC	MISS DIG SERVICES ANNUAL	1,549.16
19. OTTAWA AREA INTERMEDIATE	SCHOOL DIS	2,074.99
	PROPERTY TAXES	2,074.99
20. PRIORITY HEALTH	HEALTH INSURANCE	7,112.47
21. PRO TEC	RIGHT WAY MEMBERSHIP	115.63
22. REPUBLIC SERVICES	TRASH	404.60
23. SAUGATUCK PUBLIC SCHOOLS	PROPERTY TAXES	1,308.99
	CULVER PARKING LOT SPLIT	12,200.00
	TOTAL	13,508.99
24. SEPTIC TANK SYSTEMS CO INC	WICK PARK EXTRA CLEANING	1543.00

Vendor Name	Description	Amount
25. SPECTRUM PRINTERS INC	ELECTION MATERIALS	129.50
26. STANDARD INSURANCE COMPANY	INSURANCE	300.64
27. STATE OF MICHIGAN	OVAL BEACH	138.12
28. VALLEY CITY LINEN INC	SHOP TOWELS	143.40
29. VHH SAUGATUCK HOLDINGS LP	2020 Sum Tax Refund 57-009-054-00	4,615.70
30. XEROX FINANCIAL SERVICES	COPIER LEASE	451.68
TOTAL - ALL VENDORS		73,718.89
FUND TOTALS:		
Fund 101 - GENERAL FUND		59,077.20
Fund 202 - MAJOR STREETS		324.95
Fund 203 - LOCAL STREETS		623.18
Fund 301 - DEBT SERVICE		222.74
Fund 661 - MOTOR POOL FUND		1,080.35
Fund 701 - CURRENT TAX FUND		12,390.47

Bloom Sluggett, PC

15 Ionia Ave, SW, Suite 640
Grand Rapids, MI 49503
(616) 965-9340

November 10, 2020

City of Saugatuck
Attn: Erin Wilkinson, Clerk
102 Butler Street
PO Box 86
Saugatuck, MI 49453

Re: 09805-004
Saugatuck-Gen Mun

Enclosed is invoice 20947, which covers services through 10/31/2020. This invoice, dated 11/10/2020, is for \$4763.50. Prompt payment of your total balance is appreciated and is due 30 days from invoice date.

Billing Summary

Total for services rendered	\$4,700.50
Total expenses	\$63.00
Total previous balance	\$5,660.00
Total payments and other transactions	(\$5,660.00)
Balance Due	\$4,763.50

If you have questions, please call us at (616) 965-9340. Thank you.

Enclosure

Bloom Sluggett, PC

15 Ionia Ave, SW, Suite 640
Grand Rapids, MI 49503
(616) 965-9340

Invoice submitted to:
City of Saugatuck
Attn: Erin Wilkinson, Clerk
102 Butler Street
PO Box 86
Saugatuck, MI 49453

November 10, 2020

Invoice # 20947

Professional Services

			<u>Hours</u>	<u>Amount</u>
10/1/2020	CHB	Review of more documents - Medler; draft the Medler opinion email.	0.90	180.00
10/2/2020	ML	Review email from C. Osman; review file and easement agreement for Wattles property and respond to email outlining remaining questions and concerns regarding land swam for L. DeSoto. Additional email regarding amendment of Master Plan and scope of easement.	0.90	157.50
	CHB	Email - new Medler matter; conference with Cindy O.; draft the Medler opinion email.	0.90	180.00
10/3/2020	JVS	Review materials regarding DeSoto property swap. Draft file notes. Draft interoffice memorandum with analysis to M. Landis.	0.70	140.00
10/5/2020	ML	Email C. Osman regarding L. DeSoto the issue of her incorrect legal description on city property.	0.10	17.50
	JVS	Review inquiry regarding effect of Michigan Supreme Court decisions. Draft and edit response to client. Draft file notes.	0.50	100.00
10/6/2020	TV	Research and contact Michigan.gov/EGLE to find Administrative Law Judge Assigned.	0.30	25.50
10/7/2020	CHB	Draft the email opinion - G. Medler; work regarding the same case.	0.50	100.00

		<u>Hours</u>	<u>Amount</u>
10/7/2020	JVS	Review fence amendment. Format same. Draft document for client and transmit. Review Resolution materials for filing with EGLE.	1.10 220.00
	JVS	Telephone call from client regarding EGLE Resolution status. Format fence ordinance and transmit to client.	0.60 120.00
10/8/2020	ML	Draft access easement for L. DeSoto property over city land. Review Allegan County Register of Deeds online records; Email C. Osman regarding title issued discovered with DeSoto property; email draft of Access Easement to J. Sluggett for review. Follow-up email exchange with C. Osman regarding title issue and conflicting legal descriptions for city parcel. [NOTE: CHARGES REDUCED AS CLIENT COURTESY]	3.50 250.00
	CHB	Draft the Medler opinion email.	0.30 60.00
10/9/2020	ML	Email regarding L.DeSoto property.	0.10 17.50
10/10/2020	CHB	Work regarding the Medler case.	0.20 40.00
10/13/2020	CHB	Work regarding the Medler case; conference with Cindy O. (3x); review of additional documents; analysis; draft the email opinion - Medler.	1.00 200.00
	JVS	Multiple Conference with C. Bloom regarding Medler. Draft e-memoranda regarding same and OMA issue.	0.10 20.00
10/14/2020	ML	Edit Access Easment for L. DeSoto property and email C. Osman.	0.70 122.50
	CHB	Meet with Jeff Sluggett regarding the Medler matter; draft the client email opinion regarding the same.	0.40 80.00
	JVS	Exchange series of e-memoranda regarding OMA issues. Review DeSoto easement materials. Draft revisions and transmit to M. Landis.	0.50 100.00
	JVS	Review and revise draft response to client regarding Medler. Conference with C. Bloom. Review and transmit to client. Exchange e-memoranda regarding OMA issues. Conference with M. Landis.	0.70 140.00
10/15/2020	ML	Email from city assessor; review conflicting legal descriptions of city parcel and analyze whether any alternative to a new survey and legal description is possible.	0.40 70.00
	JVS	Review materials regarding Zoning Ordinance revisions. Exchange series of e-memoranda with client. Review second draft of documents.	1.00 200.00

		<u>Hours</u>	<u>Amount</u>
10/15/2020	JVS Conference with M. Landis regarding DeSoto issues. Draft ordinance amendments for various zoning provisions and transmit to client.	0.90	180.00
10/19/2020	ML Review Charter for emergency power provisions. Review Senate Bill 1108 regarding Open Meetings Act amendments. Discuss and analyze with D. Eberle and J. Sluggett the provisions of the Open Meetings Act amendments as they apply to local states of emergency; Draft e-memo regarding the same. [NOTE: CHARGES REDUCED AS CLIENT COURTESY]	2.70	200.00
	DE Conference with M. Landis regarding OMA updates and implications.	0.30	52.50
10/22/2020	ML Telephone call and email to J. Skipper regarding DeSoto matter.	0.10	17.50
10/23/2020	ML Telephone call from T. Dudley to discuss DeSoto easement and parcel legal description correction; email exchange with C. Osman regarding the corrected legal description for the city parcel.	0.60	105.00
	JVS Review draft electronic meeting rules. Review provisions of Act 228. Draft revisions to proposed Policies and transmit to client.	1.20	240.00
10/26/2020	ML Research the law regarding SB 1108 and authority under Charter or state law for declaring state of emergency.	1.20	210.00
	JVS Review and preliminary research of appointment issues. Begin drafting file notes. Draft response to client's e-memoranda to discontinue.	0.30	60.00
10/27/2020	JVS Review e-memoranda of client regarding Medler contacts. Review file notes. Draft and transmit response to client.	0.30	60.00
10/29/2020	ML Edit draft of Easement for DeSoto parcel using new legal description. Draft email to T. Dudley outlining remaining issues to address to finalize property transfer, survey, deeds and easemenet. Email exchange with T. Dudley to clarify extent of survey revision required. Review new aerial photo from C. Osman showing approximate location of full easement; additional email to address new location of DeSoto Parcel. Email new aerial photo as proposed exhibit to T. Dudley.	2.70	472.50
	ML Research the law regarding authority for local officials to declare state of emergency under the Home Rule Cities Act and Emergency Management Act and the question of whether the local county health department may declare a state of emergency or merely issue health directives, not qualifying as a declaration of state of emergency under amended Open Meetings Act. Finalize draft of e-memo.	1.50	262.50

Invoice # 20947
Invoice Date November 10, 2020

		<u>Hours</u>	<u>Amount</u>
10/29/2020	JVS Conference with M. Landis regarding DeSoto matters. Review e-memoranda regarding same (several) along with exhibits.	0.30	60.00
10/30/2020	ML Lisa DeSoto matter: Emails to/from T. Dudley regarding legal description of city property on DeSoto easement. Email with C. Osman regarding the same and presentation to council for approval.. Telephone call to K. Walker, Land Conservancy regarding city park legal description. Telephone call from T. Dudley to discuss easement; pull and review 1944 city park deed. Compile and compare legal descriptions of city park parcel and email T. Dudley with conclusions and remaining questions. [NOTE: NO CHARGE AS CLIENT COURTESY]	2.70	NO CHARGE
	JVS Review legal research memoranda of M. Landis regarding emergency powers. Additional legal research of same. Draft revisions to analysis and transmit to client.	1.20	240.00
	For professional services rendered	<u>31.40</u>	<u>\$4,700.50</u>
	Additional Charges :		
10/8/2020	Allegan County Register of Deeds		3.50
	Allegan County Register of Deeds		3.50
10/27/2020	Michigan Tax Tribunal		50.00
10/30/2020	Allegan County Clerk		3.50
	Allegan County Clerk		2.50
	Total additional charges		<u>\$63.00</u>
	Total amount of this bill		<u>\$4,763.50</u>
	Previous balance		\$5,660.00
	Accounts receivable transactions		
10/25/2020	Payment - Thank You		<u>(\$5,660.00)</u>
	Total payments and adjustments		<u>(\$5,660.00)</u>



City Council Agenda Item Report

FROM: Karen Doyle Homan
MEETING DATE: November 23, 2020
SUBJECT: Ordinance Amendment Allowing Mayor to Declare Local Emergency

DESCRIPTION

Public Act 228 (passed October 16, 2020) amended the Open Meetings Act to allow meetings of a public body to be held electronically or with remote participation under certain circumstances and to provide procedures and requirements for a meeting held that way. At your October 26, 2020 regular meeting you adopted a remote meetings policy in compliance with the Open Meetings Act.

Beginning January 1, 2021, the requirements for holding an electronic meeting tightens up. There must be Declaration of Emergency. A Declaration of Emergency may be Statewide, County wide, or local. The attached Ordinance Amendment invests power in the Mayor to declare a local emergency that may be continued up to seven days. With consent of the City Council, the local emergency may be continued for as long as deemed necessary. The local declaration would only be necessary if there were no State or County wide declaration, yet City leadership deemed it necessary to continue to meet remotely. The Ordinance also names the City Manager to be the emergency management coordinator.

BUDGET ACTION REQUIRED N/A

LEGAL REVIEW

Reviewed and prepared by City Attorney Jeff Sluggett

SAMPLE MOTION:

Motion to place the proposed Ordinance to Amend Title III, Chapter 31, Entitled "ADMINISTRATION; DEPARTMENTS, BOARDS AND COMMISSIONS" to add a new section 31.02 entitled "EMERGENCY DECLARATIONS" to the Code of the City of Saugatuck on the December 14, 2020 regular council meeting agenda for action.

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

ORDINANCE NO. _____-__

AN ORDINANCE TO AMEND TITLE III, CHAPTER 31, ENTITLED “ADMINISTRATION;
DEPARTMENTS, BOARDS AND COMMISSIONS” TO ADD A NEW SECTION 31.02
ENTITLED “EMERGENCY DECLARATIONS” TO THE CODE OF THE CITY OF
SAUGATUCK

The City of Saugatuck Ordains:

Section 1. Amendment of Title III, Chapter 31 to Add Section 31.02. That Title III, Chapter 31 of the Code of the City of Saugatuck, entitled “ADMINISTRATION; DEPARTMENTS, BOARDS AND COMMISSIONS,” is hereby amended to add a new Section 31.02 to read as follows:

31.02 EMERGENCY DECLARATIONS

A. The novel coronavirus (COVID-19) is a respiratory disease that can result in serious illness or death and is easily spread from person to person. In light of this, it is the judgment of the Saugatuck City Council that it must be able to continue to hold public meetings virtually. As authorized by Michigan’s Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended, after January 1, 2021, virtual public meetings will only be legally allowed under certain limited circumstances. Among such circumstances is when a local official or governing body has declared a local state of emergency to limit the risk to health and safety of members of the public and the public body. Michigan law, including without limitation the Emergency Management Act, Act No. 390 of the Public Acts of Michigan of 1976, as amended (the “Act”), permits a municipality to declare a local state of emergency in certain identified circumstances. It is the City Council’s intent, in adopting this Ordinance, to set forth a method and process by which a declaration of local state of emergency can occur if necessary.

B. Pursuant to the Act, the City Council of the City of Saugatuck hereby designates the City Manager as its emergency management coordinator and who shall serve at the direction of the Allegan County Emergency Management Coordinator.

C. The City may declare a local state of emergency if circumstances indicate that the occurrence or threat of widespread or severe damage, injury, or loss of life or property from a natural or human-made cause exists. This power shall be vested in the Mayor but may not be continued or renewed for a period in excess of seven days except with the consent of the City Council. The declaration of a local

state of emergency shall be promptly filed with the emergency management division of the Department of the Michigan State Police, unless circumstances attendant upon the disaster prevent or impede its prompt filing. For purposes of this section, "local state of emergency" shall mean a proclamation or declaration that activates the response and recovery aspects of any and all applicable local or interjurisdictional emergency operations plans and authorizes the furnishing of aid, assistance, and directives under those plans.

D. The City may take such further actions relative to a local state of emergency as permitted by Act 390 or other applicable laws. Nothing in this section shall be interpreted to limit the power of City officials to petition the State of Michigan or any officer thereof as permitted by law with respect to local emergencies

Section 2. Effective Date. This Ordinance shall become effective upon its publication as provided by law.

YEAS: _____

NAYS: _____

ABSENT: _____

ORDINANCE NO. _____ ADOPTED

I, Erin Wilkinson, the Clerk of the City of Saugatuck, certify that the foregoing is a true and accurate copy of an ordinance adopted at a regular meeting of the City Council of the City of Saugatuck, held on _____, 2020, and noticed in accordance with all legal requirements.

Erin Wilkinson, Clerk

Introduced: _____

Adopted: _____

Published: _____



City Council Agenda Item Report

FROM: Karen Doyle Homan
MEETING DATE: November 23, 2020
SUBJECT: Police Interceptor Vehicle

DISCUSSION

The 2014 blue police vehicle has 119,000 miles on it and is starting to have issues. This was an expected and budgeted replacement. \$40,000 was approved in the fiscal year 2020-2021 budget for purchasing a new vehicle.

The State bid for the 2020 SUV Police Interceptor is \$31,544 and the options needed for the Allegan County Sheriff Interceptor vehicle result in a final bid price of \$32,994. Barber Ford will honor the 2020 bid price; however, the vehicle will be a 2021 model. For comparison, the retail price of the vehicle is \$39,720. It is quite likely that the after-market police equipment, radios, decals, cage, etc. will push the complete price to around \$43,000.

The 2015 blue vehicle will become the reserve patrol vehicle. The 2014 blue vehicle (now the reserve vehicle) would be kept as a deterrent or decoy car to park at the beach or intown as needed.

BUDGET ACTION REQUIRED: \$40,000 was budgeted for the vehicle.

LEGAL REVIEW N/A

SAMPLE MOTION:

Motion to **approve/deny** purchase of a White Police Interceptor Utility SUV from Barber Ford for a total purchase price of \$32,994

Bid for 2021 police interceptor

2020 Utility Police Interceptor Major Standard Equipment

MECHANICAL ● Axle Ratio – 3.73 (AWD) ● Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers ● Column Shifter ● DC/DC converter – 220-Amp (in lieu of alternator) ● Drivetrain – All-Wheel-Drive ● Electric Power-Assist Steering (EPAS) – Heavy-Duty ● Engine – 3.3L V6 Direct-Injection Hybrid Engine System ● Engine – V6 Direct-Injection FFV with 10-Speed Automatic Transmission (136-MPH Top Speed) Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80amp) and replaces 19-gallon tank with 21.4-gallon tank ● 3.0L V6 EcoBoost® with 10-Speed Automatic Transmission – (148-MPH Top Speed) Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank) ● Engine Hour Idle Meter ● Engine Hour Meter ● Engine Oil Cooler ● Fuel Tank – 19-gallons ● H7 AGM Battery (800 CCA/80-amp) ● Lithium-Ion Battery Pack ● Suspension – independent front & rear ● Transmission – 10-speed automatic EXTERIOR ● Antenna, Roof-mounted ● Cladding – Lower bodyside cladding MIC ● Door Handles – Black (MIC) ● Exhaust True Dual (down-turned) ● Front-Door-Lock Cylinders (Front Driver / Passenger / Liftgate) ● Glass – 2nd Row, Rear Quarter and Liftgate Privacy Glass ● Grille – Black (MIC) ● Headlamps – Automatic, LED Low-and-High-Beam Note: Includes Front Headlamp / Police Interceptor Housing (with LED wig-wag feature) — Pre-drilled hole for side marker police use, does not include LED strobe, but includes LED wig-wag functionality (eliminates need to drill housing assemblies and provides LED wig-wag feature) — Pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights) — Wig-wag default is traditional ping-pong pattern; can be programmed to triple-burst pattern or ping-pong / triple-burst Note: Must be wired to vehicle's light controller to enable wig-wag functionality; recommend Ready for the Road Package (67H) or Ultimate Wiring Package (67U) ● Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder ● Mirrors – Black Caps (MIC), Power Electric Remote, Manual Folding with Integrated Spotter (integrated blind spot mirrors not included when equipped with BLIS®) ● Spare – Full size 18" Tire w/TPMS ● Spoiler – Painted Black ● Tailgate Handle – (MIC) ● Tail lamps – LED ● Tires – 255/60R18 A/S BSW ● Wheel-Lip Molding – Black (MIC) ● Wheels – 18" x 8.0 painted black steel with wheel hub cover ● Windshield – Acoustic Laminated INTERIOR/COMFORT ● Cargo Hooks ● Climate Control – Dual-Zone Electronic Automatic Temperature Control (DEATC) ● Door-Locks — Power — Rear-Door Handles and Locks Operable ● Fixed Pedals (Driver Dead Pedal) ● Floor – Flooring – Heavy-Duty Thermoplastic Elastomer ● Glove Box – Locking/non-illuminated ● Grab Handles – (1 – Front-passenger side, 2-Rear)

INTERIOR/COMFORT (continued) ● Liftgate Release Switch located in overhead console (45 second timeout feature) ● Lighting — Overhead Console — Red/White Task Lighting in Overhead Console — 3rd row overhead map light ● Mirror – Day/night Rear View ● Particulate Air Filter ● Powerpoints – (1) First Row ● Rear-door closeout panels ● Rear-window Defrost ● Scuff Plates – Front & Rear ● Seats — 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters — 1st Row – Driver 6-way Power track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar) — 1st Row – Passenger 2-way manual track (fore/aft. with manual recline) — Built-in steel intrusion plates in both driver/passenger seatbacks — 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track ● Speed (Cruise) Control ● Speedometer – Calibrated (includes digital readout) ● Steering Wheel – Manual / Tilt / Telescoping, Urethane wheel finish w/Silver Painted Bezels with Speed Controls and 4-user configurable latching switches ● Sun visors, color-keyed, non-illuminated ● Universal Top Tray – Center of I/P for mounting aftermarket equipment ● Windows, Power, 1-touch Up/Down Front

Driver/Passenger-Side with disable feature SAFETY/SECURITY • AdvanceTrac® w/RSC® (Roll Stability Control™) • Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy® • Anti-Lock Brakes (ABS) with Traction Control • Brakes – Police calibrated high-performance regenerative braking system • Belt-Minder® (Front Driver / Passenger) • Child-Safety Locks (capped) • Individual Tire Pressure Monitoring System (TPMS) • LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations • Rearview Camera with Washer viewable in 4.2" center stack. • Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row • SOS Post-Crash Alert System™ FUNCTIONAL • Audio — AM/FM / MP3 Capable / Clock / 4-speakers — Bluetooth® interface — 4.2" Color LCD Screen Center-Stack "Smart Display" Note: Standard radio does not include USB Port or Aux. Audio Input Jack; Aux. Audio Input Jack requires SYNC 3® • Easy Fuel® Capless Fuel-Filler • Ford Telematics™ – Includes Ford Modem and complimentary 2year trial subscription • Front door tether straps (driver/passenger) • Power pigtail harness • Recovery Hooks; two in front and trailer bar in rear • Simple Fleet Key (w/o microchip, easy to replace; 4-keys) • Two-way radio pre-wire • Two (2) 50 amp battery ground circuits – power distribution junction block (behind 2nd row passenger seat floorboard) • Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper Wipers – Front WARRANTY • 3 Year / 36,000 Miles Bumper / Bumper • 8 Year / 100,000 Miles Hybrid Unique Components POWERTRAIN CARE EXTENDED SERVICE PLAN • 5-year/100,000-mile Powertrain CARE Extended Service Plan (zero deductible)

Options:

Utility All Wheel Drive (3.3L V6 Direct-Injection FFV, 136 MPH, 99B/44U) K8A/500A

Oxford White Clearcoat [YZ

Dark Car Feature – Courtesy lamp disable when any door is opened

Dome Lamp – Red/White in Cargo Area

Spot Lamp – Dual (driver and passenger) (LED Bulbs) (Unity)

Noise Suppression Bonds (Ground Straps)

Global Lock / Unlock feature (Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates the overhead console liftgate unlock switch) ***** OLD STYLE REAR HATCH LOCK / UNLOCK *****

Rear Door Handles Inoperable/Locks Inoperable and Rear Windows Inop.

Lock system; Single Key/All Vehicles Keyed Alike Keyed Alike 0151x= 59G

Class III Trailer Tow Lighting Package (4-pin and 7-pin connectors and wiring)

Rear Lighting Solution

• Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass • Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open) • LED lights only. Wiring, controller "not" included Note: Not available with option: 67H Note: LED lights only – does "not" include wiring or controller Note: Recommend using Ultimate Wiring Package (67U) [] Ultimate Wiring Package 67U

Per specifications the total is \$32994

Curt Wierda
Barber Ford
640 E 8th street
Holland mi 49423
616-396-2361

Macomb County Bid Price (Bid #21-18, MY2020) in the State of Michigan 2020 Utility Police Interceptor Major Standard Equipment

MECHANICAL

- Axle Ratio – 3.73 (AWD)
- Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers
- Column Shifter
- DC/DC converter – 220-Amp (in lieu of alternator)
- Drivetrain – All-Wheel-Drive
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- Engine – 3.3L V6 Direct-Injection Hybrid Engine System
- Engine – V6 Direct-Injection FFV with 10-Speed Automatic Transmission (136-MPH Top Speed)
- Note:** Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank
- 3.0L V6 EcoBoost® with 10-Speed Automatic Transmission – (148-MPH Top Speed)
- Note:** Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank
- Engine Hour Idle Meter
- Engine Hour Meter
- Engine Oil Cooler
- Fuel Tank – 19-gallons
- H7 AGM Battery (800 CCA/80-amp)
- Lithium-Ion Battery Pack
- Suspension – independent front & rear
- Transmission – 10-speed automatic

EXTERIOR

- Antenna, Roof-mounted
- Cladding – Lower bodyside cladding MIC
- Door Handles – Black (MIC)
- Exhaust True Dual (down-turned)
- Front-Door-Lock Cylinders (Front Driver / Passenger / Liftgate)
- Glass – 2nd Row, Rear Quarter and Liftgate Privacy Glass
- Grille – Black (MIC)
- Headlamps – Automatic, LED Low-and-High-Beam
- Note:** Includes Front Headlamp / Police Interceptor Housing (with LED wig-wag feature)
- Pre-drilled hole for side marker police use, does not include LED strobe, but includes LED wig-wag functionality (eliminates need to drill housing assemblies and provides LED wig-wag feature)
- Pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights)
- Wig-wag default is traditional ping-pong pattern; can be programmed to triple-burst pattern or ping-pong / triple-burst
- Note:** Must be wired to vehicle's light controller to enable wig-wag functionality; recommend Ready for the Road Package (67H) or Ultimate Wiring Package (67U)
- Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder
- Mirrors – Black Caps (MIC), Power Electric Remote, Manual Folding with Integrated Spotter (integrated blind spot mirrors not included when equipped with BLIS®)
- Spare – Full size 18" Tire w/TPMS
- Spoiler – Painted Black
- Tailgate Handle – (MIC)
- Tail lamps – LED
- Tires – 255/60R18 A/S BSW
- Wheel-Lip Molding – Black (MIC)
- Wheels – 18" x 8.0 painted black steel with wheel hub cover
- Windshield – Acoustic Laminated

INTERIOR/COMFORT

- Cargo Hooks
- Climate Control – Dual-Zone Electronic Automatic Temperature Control (DEATC)
- Door-Locks
- Power
- Rear-Door Handles and Locks Operable
- Fixed Pedals (Driver Dead Pedal)
- Floor – Flooring – Heavy-Duty Thermoplastic Elastomer
- Glove Box – Locking/non-illuminated
- Grab Handles – (1 – Front-passenger side, 2-Rear)

INTERIOR/COMFORT (continued)

- Liftgate Release Switch located in overhead console (45 second timeout feature)
- Lighting
- Overhead Console
- Red/White Task Lighting in Overhead Console
- 3rd row overhead map light
- Mirror – Day/night Rear View
- Particulate Air Filter
- Powerpoints – (1) First Row
- Rear-door closeout panels
- Rear-window Defrost
- Scuff Plates – Front & Rear
- Seats
- 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters
- 1st Row – Driver 6-way Power track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar)
- 1st Row – Passenger 2-way manual track (fore/aft. with manual recline)
- Built-in steel intrusion plates in both driver/passenger seatbacks
- 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
- Speed (Cruise) Control
- Speedometer – Calibrated (includes digital readout)
- Steering Wheel – Manual / Tilt / Telescoping, Urethane wheel finish w/Silver Painted Bezels with Speed Controls and 4-user configurable latching switches
- Sun visors, color-keyed, non-illuminated
- Universal Top Tray – Center of I/P for mounting aftermarket equipment
- Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature

SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control™)
- Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®
- Anti-Lock Brakes (ABS) with Traction Control
- Brakes – Police calibrated high-performance regenerative braking system
- Belt-Minder® (Front Driver / Passenger)
- Child-Safety Locks (capped)
- Individual Tire Pressure Monitoring System (TPMS)
- LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
- Rearview Camera with Washer viewable in 4.2" center stack.
- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row
- SOS Post-Crash Alert System™

FUNCTIONAL

- Audio
- AM/FM / MP3 Capable / Clock / 4-speakers
- Bluetooth® interface
- 4.2" Color LCD Screen Center-Stack "Smart Display"
- Note:** Standard radio does not include USB Port or Aux. Audio Input Jack; Aux. Audio Input Jack requires SYNC 3®
- Easy Fuel® Capless Fuel-Filler
- Ford Telematics™ – Includes Ford Modem and complimentary 2-year trial subscription
- Front door tether straps (driver/passenger)
- Power pigtail harness
- Recovery Hooks; two in front and trailer bar in rear
- Simple Fleet Key (w/o microchip, easy to replace; 4-keys)
- Two-way radio pre-wire
- Two (2) 50 amp battery ground circuits – power distribution junction block (behind 2nd row passenger seat floorboard)
- Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper Wipers – Front

WARRANTY

- 3 Year / 36,000 Miles Bumper / Bumper
- 8 Year / 100,000 Miles Hybrid Unique Components
- POWERTRAIN CARE EXTENDED SERVICE PLAN**
- 5-year/100,000-mile Powertrain CARE Extended Service Plan (zero deductible) – Standard

Police Interceptor Utility Base Prices

<input checked="" type="checkbox"/>	Utility All Wheel Drive (3.3L V6 Direct-Injection FFV, 136 MPH, 99B/44U) K8A/500A	\$31,544.00
<input type="checkbox"/>	Utility All Wheel Drive (3.0L V6 EcoBoost, 148 MPH, 99C/44U) K8A/500A	\$35,356.00
<input type="checkbox"/>	Utility All Wheel Drive (3.3L V6 Direct-Injection Hybrid Eng., 136 MPH, 99W/44B) K8A/500A	\$34,659.00

Payment Terms: Net 10 days

VEHICLE BRAND AND MODEL: Ford Utility Police Interceptor

BID PRICE EXPIRES: TBD.

Subject to change without notice by Ford Motor Company

VEHICLE COLOR: Order Code	Interior Trim Color	
	Charcoal Black (96)	
Arizona Beige Clearcoat Metallic	[E3]	[X]
Medium Brown Metallic	[BU]	[]
Dark Toreador Red Clearcoat Metallic	[JL]	[]
Dark Blue	[LK]	[]
Norsea Blue Clearcoat Metallic	[KR]	[]
Royal Blue	[LM]	[]
Light Blue Metallic	[LN]	[]
Vermillion Red	[E4]	[]
Smokestone Clearcoat Metallic	[HG]	[]
Silver Grey Metallic	[TN]	[]
Iconic Silver Clearcoat Metallic	[JS]	[]
Agate Black	[UM]	[]
Oxford White Clearcoat	[YZ]	[]
Blue Metallic	[FT]	[]
Sterling Grey Metallic	[UJ]	[]
Medium Titanium Clearcoat Metallic	[YG]	[]
Ultra Blue (Extra Cost Paint \$870)	[21U17]	[]

INTERCEPTOR OPTIONAL FEATURES:

Flooring/Seats

	Code	\$Cost
<input type="checkbox"/> 1st and 2nd row carpet floor covering	16C	125.00
<input type="checkbox"/> 2nd Row Cloth Seats	F6/ 88F	60.00
<input type="checkbox"/> Power passenger seat (6-way) w/manual recline and lumbar	87P	325.00
<input type="checkbox"/> Rear Console Plate (Not available with Interior Upgrade Pkg – 65U)	85R	45.00
<input checked="" type="checkbox"/> Interior Upgrade Package	65U	390.00

- 1st and 2nd Row Carpet Floor Covering
 - Cloth Seats – Rear
 - Center Floor Console less shifter w/unique Police console finish plate
 - Includes Console and Top Plate with 2 cup holders
 - Floor Mats, front and rear (carpeted)
 - Deletes the standard console mounting plate (85D)
 - SYNC® 3
 - Enhanced Voice Recognition Communications and Entertainment System
 - 4.2" Color LCD Screen Center-Stack "Smart Display"
 - AppLink®
 - 911 Assist®
- Note:** SYNC® AppLink® lets you control some of your favorite compatible mobile apps with your voice. It is compatible with select smartphone platforms.

Lamps/Lighting

<input checked="" type="checkbox"/> Dark Car Feature – Courtesy lamp disable when any door is opened	43D	20.00
<input type="checkbox"/> Daytime Running Lamps	942	45.00
<input type="checkbox"/> Side Marker Lights in Skull Caps	63B/60A	340.00
<input type="checkbox"/> Rear Quarter Glass Side Marker Lights	63L	575.00
<input type="checkbox"/> Front Warning Auxiliary Light (Driver side – Red / Passenger side – Blue)	21L/60A	600.00
<input type="checkbox"/> Rear Auxiliary Liftgate Lights (Red/Blue LED Lights; located beneath liftgate glass in applique panel)	43A	395.00
<input type="checkbox"/> Front Interior Windshield Warning Lights (Red/Blue with take down)	96W	1145.00
<input type="checkbox"/> Rear Spoiler Traffic Warning Light	96T	1495.00

<input checked="" type="checkbox"/>	Dome Lamp – Red/White in Cargo Area	17T	50.00
<input type="checkbox"/>	Pre-wiring for grille lamp, siren, and speaker	60A	50.00
<input type="checkbox"/>	Spot Lamp – Driver Only (LED Bulbs) (Unity)	51R	395.00
<input type="checkbox"/>	Spot Lamp – Driver Only (LED Bulbs) (Whelen)	51T	420.00
<input checked="" type="checkbox"/>	Spot Lamp – Dual (driver and passenger) (LED Bulbs) (Unity)	51S	620.00
<input type="checkbox"/>	Spot Lamp – Dual (driver and passenger) (LED Bulbs) (Whelen)	51V	665.00
Body			
<input type="checkbox"/>	Glass – Solar Tint 2nd and 3rd Row (Deletes Privacy Glass)	92G	120.00
<input type="checkbox"/>	Glass – Solar Tint 2nd Row (Privacy Glass on Rear Quarter and Liftgate Window)	92R	85.00
<input type="checkbox"/>	Deflector Plate	76D	335.00
Wheels			
<input type="checkbox"/>	Wheel Covers (18" Full Face Wheel Cover)	65L	60.00
<input type="checkbox"/>	18" Painted Aluminum Wheel	64E	475.00
Misc			
<input type="checkbox"/>	Engine Block Heater	41H	90.00
<input type="checkbox"/>	License Plate Bracket – Front	153	N/C
<input type="checkbox"/>	Badge Delete (Police Interceptor Badge Only)	16D	N/C
<input type="checkbox"/>	100 Watt Siren/Speaker (includes bracket and pigtail)	18X	300.00
<input type="checkbox"/>	Aux Air Conditioning	17A	610.00
<input checked="" type="checkbox"/>	Noise Suppression Bonds (Ground Straps)	60R	100.00
<input type="checkbox"/>	Rear Bumper Step Pad	16Y	95.00
<input type="checkbox"/>	My Speed Fleet Management	43S	60.00
Audio/Video			
<input type="checkbox"/>	Rear View Camera (Includes Electrochromic Rear View Mirror – Video is displayed in rear view mirror)	87R	N/C
Note: This option would replace the camera that comes standard in the 4" center stack area.			
<input type="checkbox"/>	Rear Camera On-Demand – allows driver to enable rear camera on-demand	19V	230.00
Doors/Windows			
<input checked="" type="checkbox"/>	Global Lock / Unlock feature (Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates the overhead console liftgate unlock switch) ***** OLD STYLE REAR HATCH LOCK / UNLOCK *****	18D	N/C
<input type="checkbox"/>	Hidden Door Lock Plunger, Rear Door Handle and Rear Windows Inoperable	52P	160.00
<input checked="" type="checkbox"/>	Rear Door Handles Inoperable/Locks Inoperable and Rear Windows Inop.	68G	75.00
<input checked="" type="checkbox"/>	Lock system; Single Key/All Vehicles Keyed Alike	59_	50.00
	Keyed Alike 1284x= 59B Keyed Alike 1294x= 59C Keyed Alike 0135x= 59D		
	Keyed Alike 1435x= 59E Keyed Alike 0576x= 59F Keyed Alike 0151x= 59G		
	Keyed Alike 1111x= 59J		
Safety & Security			
<input type="checkbox"/>	Ballistic Door Panels – Driver Front Door Only (Level 3)	90D	1585.00
<input type="checkbox"/>	Ballistic Door Panels – Driver & Pass Front Doors (Level 3)	90E	3170.00
<input type="checkbox"/>	Ballistic Door Panels – Driver Front Door Only (Level 4+)	90F	2415.00
<input type="checkbox"/>	Ballistic Door Panels – Driver & Pass Front Doors (Level 4+)	90G	4830.00
<input type="checkbox"/>	BLIS® – Blind Spot Monitoring with Cross Traffic Alert	55B/54Z	545.00
<input checked="" type="checkbox"/>	Police Perimeter Alert – detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking.	68B	675.00
<input type="checkbox"/>	Pre-Collision Assist with Pedestrian Detection (includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use) Note: Not available with option 96W	76P	145.00
<input type="checkbox"/>	Mirrors– Heated, Non BLIS	549	60.00
<input type="checkbox"/>	Lockable Gas Cap for Easy Fuel Capless Fuel-Filler	19L	20.00
<input type="checkbox"/>	Perimeter Anti-Theft Alarm – Activated by Hood, Door, or Decklid	593/55F	460.00
<input type="checkbox"/>	Remote Keyless Entry w/4 Key Fobs (w/o Keypad)	55F	340.00
<input type="checkbox"/>	Police Engine Idle Feature	47A	260.00
<input type="checkbox"/>	Extra Key \$6.00x___=	Parts	6.00 ea
<input type="checkbox"/>	Remote Starter (Must Order Keyless Entry 55F)	Parts	550.00
<input type="checkbox"/>	Reverse Sensing	76R	275.00
<input checked="" type="checkbox"/>	Class III Trailer Tow Lighting Package (4-pin and 7-pin connectors and wiring)	52T	80.00
<input type="checkbox"/>	H8 AGM Battery (900 CCA/92-amp)	19K	110.00
<input type="checkbox"/>	Gun Vault (Not Available with (17A) Aux Air Conditioning)	63V	245.00

[]	<u>Front Headlamp Lighting Solution</u>	66A	895.00
	<ul style="list-style-type: none"> • Includes LED Low beam/High beam headlamp, Wig-wag function and Red/Blue/White LED side warning lights (driver's side White/Red / passenger side White/Blue) • Includes pre-wire for grille LED lights, siren and speaker (60A) • Wiring, LED lights included. Controller "not" included <p>Note: Not available with option: 67H Note: Recommend using Ultimate Wiring Package (67U)</p>		
[]	<u>Police Wire Harness Connector Kit – Front/Rear</u>	67V	185.00
	<p>For connectivity to Ford PI Package solutions includes:</p> <ul style="list-style-type: none"> • Front <ul style="list-style-type: none"> – (2) Male 4-pin connectors for siren – (5) Female 4-pin connectors for lighting/siren/speaker – (1) 4-pin IP connector for speakers – (1) 4-pin IP connector for siren controller connectivity – (1) 8-pin sealed connector – (1) 14-pin IP connector • Rear <ul style="list-style-type: none"> – (2) Male 4-pin connectors for siren – (5) Female 4-pin connectors for lighting/siren/speaker – (1) 4-pin IP connector for speakers – (1) 4-pin IP connector for siren controller connectivity – (1) 8-pin sealed connector – (1) 14-pin IP connector <p>Note: Note: See Upfitters guide for further detail www.fordpoliceinterceptorupfit.com</p>		
[]	<u>Tail lamp/Police Interceptor Housing Only</u>	86T	60.00
	<ul style="list-style-type: none"> • Pre-existing holes with standard twist lock sealed capability (does not include LED Strobe lights) (eliminates need to drill housing assemblies) <p>Note: Not available with options: 66B and 67H</p>		
[]	<u>Tail Lamp Lighting Solution</u>	66B	430.00
	<ul style="list-style-type: none"> • Includes LED lights plus two (2) rear integrated hemispheric lighthouse white LED side Warning lights in taillamps • LED lights only. Wiring, controller "not" included <p>Note: Not available with option: 67H Note: Recommend using Ultimate Wiring Package (67U)</p>		
[X]	<u>Rear Lighting Solution</u>	66C	455.00
	<ul style="list-style-type: none"> • Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass • Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open) • LED lights only. Wiring, controller "not" included <p>Note: Not available with option: 67H Note: LED lights only – does "not" include wiring or controller Note: Recommend using Ultimate Wiring Package (67U)</p>		
[]	<u>Ultimate Wiring Package</u>	67U	560.00
	<ul style="list-style-type: none"> • Rear console mounting plate (85R) – contours through 2nd row; channel for wiring • Pre-wiring for grille LED lights, siren and speaker (60A) • Wiring harness I/P to rear cargo area (overlay) <ul style="list-style-type: none"> – Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille) – One (1) 10-amp siren/speaker circuit engine cargo area • Rear hatch/cargo area wiring – supports up to six (6) rear LED lights • Does "not" include LED lights, side connectors or controller <ul style="list-style-type: none"> – Recommend Police Wire Harness Connector Kit 67V <p>Note: Not available with options: 65U, 67H</p>		

[] **Ready for the Road Package All-in Complete Package** **67H** **3595.00**

All-in Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus

- Whelen Cencom Light Controller Head with dimmable backlight
- Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor control (mounted behind 2nd row seat)
- Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtailed
- High current pigtail
- Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head
- Pre-wiring for grille LED lights, siren and speaker (60A)
- Rear console plate (85R) – contours through 2nd row; channel for wiring
- Grille linear LED Lights (Red / Blue) and harness
- 100-Watt Siren / Speaker
- Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) (52P)

Note: Not available with options: 66A, 66B, 66C, 67U and 65U

Total Price \$ \$32,994 ea



City Council Agenda Item Report

FROM: Karen Doyle Homan
MEETING DATE: November 23, 2020
SUBJECT: Milfoil Advisory Committee Membership Change

DISCUSSION

At your regular meeting of October 26, 2020 an advisory Eurasian Water Milfoil committee was appointed. The members were comprised of Ken Trester, Garnet Lewis, Bob Shuchman, Pat Burroughs, Tim Straker, and the City Manager. The advisory group had their first meeting Wednesday, November 11, 2020. New Council Member Scott Dean participated. Scott is an executive with the Department of Environment, Great Lakes and Energy (EGLE), and his contributions to the committee are already bringing resources and knowledge to them.

Mayor Pro-Tem Lewis has suggested that she move off the committee and that Council Member Dean be appointed to the committee.

BUDGET ACTION REQUIRED N/A

LEGAL REVIEW N/A

SAMPLE MOTION:

Motion to **approve/deny** amending Resolution 201026-B by adding Scott Dean to the Eurasian Water Milfoil Advisory Committee and removing Garnet Lewis.

**CITY OF SAUGATUCK
COUNTY OF ALLEGAN
STATE OF MICHIGAN**

RESOLUTION NO. 201026-B

**A RESOLUTION TO APPOINT A EURASIAN WATER MILFOIL
ADVISORY COMMITTEE**

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

WHEREAS the City of Saugatuck recognizes that the environment of Kalamazoo Lake and Harbor is vitally important for our residents, businesses, and tourist-dependent economy; and

WHEREAS the invasive Eurasian Water Milfoil has established habitat in Kalamazoo Lake and Harbor; and

WHEREAS all legislative and policy powers are vested in the Saugatuck City Council; and

WHEREAS, per Section 4.28 of the Saugatuck City Charter, the mayor, with the advice and consent of the city council may, from time to time, appoint such committees or boards as are deemed appropriate to advise and consult with them, and with appropriate departments, regarding any municipal activity. Such committees or boards shall be advisory, serve temporarily and without compensation unless otherwise provided by the city council; and

WHEREAS, the Saugatuck City Council wishes to have a plan in place early in 2021 to eliminate the existing pods and mitigate the spread of this invasive species.

THEREFORE, BE IT RESOLVED the City Council of Saugatuck does hereby authorize the appointment of a Eurasian Water Milfoil Advisory Committee to review the existing documentation, consult with appropriate agencies and experts, identify costs, and to ultimately report the committees' recommendations to the Saugatuck City Council on or before their regular meeting of February 8, 2021; provided that (i) the Committee's actions shall be advisory in nature only; (ii) the City Council does not delegate any authority to the Committee to make decisions on behalf of the City; and (iii) the Committee shall terminate on June 30, 2021.

BE IT FURTHER RESOLVED the Committee will be comprised of Ken Trester, Garnet Lewis, Bob Shuchman, Pat Burroughs, Tim Straker, and the City Manager.

BE IT FINALLY RESOLVED All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

YEAS: Council Members: Lewis, Peterson, Bekken, Johnson, Leo, Trester, Verplank

NAYS: Council Members: None

ABSTAIN: Council Members: None

ABSENT: Council Members: None

ADOPTED this 26th day of October 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 October 26, 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



City Council Agenda Item Report

FROM: Karen Doyle Homan

MEETING DATE: November 23, 2020

SUBJECT: Amend Employment Agreement with Interim City Manager

DISCUSSION

Please find attached the First Amendment to Employment Agreement between the City of Saugatuck and Karen Doyle Homan. There is no change in the terms of the agreement except to extend the termination date. The termination date is at the close of business on January 29, 2021 or such other date agreed to by the parties in writing.

Should your new City Manager start before the termination date, Ms. Doyle Homan has agreed to stay for a one-week overlap. In this case an earlier date of termination will be proposed to you.

BUDGET ACTION REQUIRED: N/A

LEGAL REVIEW: Prepared by City Attorney Jeff Sluggett

SAMPLE MOTION:

Motion to **approve/deny** the First Amendment Employment Agreement between the City of Saugatuck and Karen Doyle Homan

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (“First Amendment”) is made as of November __, 2020, between the City of Saugatuck, a Michigan municipal corporation, whose business address is 102 Butler Street, Saugatuck, Michigan 49453, as the employer (“Saugatuck”) and Karen Doyle Homan, whose address 5836 Woodbriar Drive, NE, Belmont, Michigan 49306, as the employee (“Interim Manager”).

RECITALS

- A. Saugatuck and the Interim Manager entered into an Employment Agreement dated September 14, 2020 (“Employment Agreement”) by which Saugatuck employed the Interim Manager on a temporary basis to serve as Saugatuck’s City Manager.
- B. The original term of the Employment Agreement expires on December 1, 2020.
- C. The parties desire to extend the term of the Employment Agreement for an additional period of two months (or such other date agreed to by the parties in writing) to allow Saugatuck sufficient time to find and retain a new City Manager.

Now, therefore, for good and valuable consideration referred to herein, the parties agree as follows:

1. Amendment of Section 3 of the Employment Agreement. That Section 3 of the Employment Agreement shall be amended to read in full as follows:

3. Compensation. Saugatuck shall pay Interim Manager a weekly fee of \$2,000.00 for her services to Saugatuck and she shall receive no other compensation or benefits of any kind except as expressly set forth herein. For the period of December 1, 2020 through December 31, 2020 the Interim Manager shall be paid on or after January 1, 2021 at such time as directed by the Interim Manager in writing. Thereafter, for the remainder of the term of the Employment Agreement as amended, she shall be paid on the same schedule as Saugatuck department heads are paid.

2. Amendment of Section 8 of the Employment Agreement. That Section 8 of the Employment Agreement shall be amended to read in full as follows:

8. Term and Termination. The term of this Agreement and Interim Manager’s employment under it shall begin on the Starting Date and shall terminate at the close of business on January 29, 2021 or such other date agreed to by the parties in writing. In addition, this Agreement and Interim Manager’s employment pursuant to it may be terminated as follows:

(a) By Saugatuck, in its sole discretion, upon thirty (30) days prior written notice to Interim Manager.

(b) By Interim Manager, in her sole discretion, upon thirty (30) days prior written notice to Saugatuck.

(c) By action of the Saugatuck City Council, to take effect immediately,

for any of the following reasons:

(i) Conviction or a plea of no contest to a felony by Interim Manager;

(ii) Misconduct, whether during or outside the course of employment, which substantially impairs Interim Manager’s ability to function effectively as Interim City Manager or which brings disrepute to the office of Saugatuck City Manager;

(iii) Gross negligence in the performance of duties;

(iv) Fraud or embezzlement;

(v) Dishonesty, intentional falsification of records or documents, financial improprieties, misuse of position for personal gain, or deliberate misrepresentation of material facts to the Saugatuck City Council;

(vi) Willful neglect or abandonment of Interim Manager’s duties;

(vii) Drug test confirming the use of illegal substances, or intoxication while working;

(viii) Violations of federal or state laws, the Saugatuck Charter and the Code of Ordinances of the Saugatuck which would expose the Saugatuck to civil liability and/or affect the validity and enforceability of Saugatuck actions; or

(ix) Material breach of this Agreement.

3. Remaining Terms Unchanged. Except as expressly set forth in this First Amendment, all terms and provisions of the Employment Agreement shall be and remain in effect.

The parties have signed this Agreement as of the date first written above.

CITY OF SAUGATUCK

KAREN DOYLE HOMAN

By: _____

Its: _____

By: _____

Its: _____

EMPLOYMENT AGREEMENT

This Employment Agreement is made as of September 14, 2020, between the City of Saugatuck, a Michigan municipal corporation, whose business address is 102 Butler Street, Saugatuck, Michigan 49453, as the employer (“Saugatuck”) and Karen Doyle Homan, whose address 5836 Woodbriar Drive, NE, Belmont, Michigan 49306, as the employee (“Interim Manager”).

1. Employment.

(a) On September 14, 2020, the Saugatuck Council selected Interim Manager to serve as the Saugatuck’s Interim City Manager, which employment is at the pleasure of the Saugatuck Council.

(b) From time to time, the Saugatuck Council may appoint Interim Manager to serve, or as a result of her employment as Interim City Manager she may serve, in other offices or on other boards, commissions and other bodies as permitted by law and as directed by the Saugatuck Council. Interim Manager agrees that her terms of such offices or on such bodies will be coterminous with her employment as Interim Saugatuck Manager, so that her resignation from or the Saugatuck Council’s termination of her employment as Interim City Manager shall serve as her resignation from such other offices and bodies without further action of the parties.

(c) Interim Manager shall begin her employment pursuant to this Agreement beginning on September 15, 2020 (“Starting Date”).

2. Duties. Interim Manager shall fulfill the duties of City Manager of Saugatuck as directed, required and permitted by state law, the Saugatuck City Charter, the Code of Ordinances of the City of Saugatuck and actions of the Saugatuck City Council. She shall perform such duties in an efficient and conscientious manner, exercising her discretion, judgment and authority in the best interests of Saugatuck and in compliance with all applicable laws, rules, regulations, orders and directives of any officer or agency of competent jurisdiction.

3. Compensation. Saugatuck shall pay Interim Manager a weekly fee of \$2,000.00 for her services to Saugatuck and she shall receive no other compensation or benefits of any kind except as expressly set forth herein. She shall be paid on the same schedule as Saugatuck department heads are paid.

4. Insurance Benefits. Saugatuck shall provide and pay for all state-mandated workers’ compensation coverages for Interim Manager’s employment. No other benefits will be provided to Interim Manager under this Agreement.

5. Withholding. At Interim Manager’s request, and to the extent and in the manner otherwise authorized by law, Saugatuck shall make payroll withholdings. Interim Manager shall be solely liable for any tax liability or tax consequences relative to her receipt of income as provided for hereunder.

6. Liability and Insurance. Saugatuck shall hold Interim Manager harmless from, indemnify her for and defend her against any threatened, pending or completed claim, demand, suit, settlement, judgment, award or civil, criminal, administrative or investigative

proceeding or action which results from her performance of her duties under this Agreement. However, the Saugatuck shall have no such obligation if she did not act in good faith or knowingly violated applicable laws, rules, regulations, guidelines, orders, directives or policies. With respect to any criminal proceeding, Saugatuck shall have no obligation under this provision unless Interim Manager had no reasonable cause to believe her conduct was unlawful. Saugatuck shall obtain and maintain liability insurance which provides coverage for Interim Manager for her good faith acts in the performance of her duties under this Agreement. The limits of Saugatuck's obligations under this section are to provide coverage or indemnification for liability of up to \$2,000,000. Saugatuck may provide additional coverage or indemnification, but it is not obligated to do so.

7. Additional Benefits. Saugatuck shall reimburse Interim Manager for legitimate business expenses she reasonably incurs in performing her duties under this Agreement, to the extent such expenses and the reimbursement requests comply with any Saugatuck policies and procedures. Except as expressly provided for in this Agreement, Interim Manager shall not be entitled to receive any coverages or benefits otherwise offered to Saugatuck's employees.

8. Term and Termination. The term of this Agreement and Interim Manager's employment under it shall begin on the Starting Date and, unless extended in writing on terms that are agreeable to both Saugatuck and Interim Manager, it shall terminate at the close of business on December 1, 2020. In addition, this Agreement and Interim Manager's employment pursuant to it may be terminated as follows:

- (a) By Saugatuck, in its sole discretion, upon thirty (30) days prior written notice to Interim Manager.
- (b) By Interim Manager, in her sole discretion, upon thirty (30) days prior written notice to Saugatuck.
- (c) By action of the Saugatuck City Council, to take effect immediately, for any of the following reasons:
 - (i) Conviction or a plea of no contest to a felony by Interim Manager;
 - (ii) Misconduct, whether during or outside the course of employment, which substantially impairs Interim Manager's ability to function effectively as Interim City Manager or which brings disrepute to the office of Saugatuck City Manager;
 - (iii) Gross negligence in the performance of duties;
 - (iv) Fraud or embezzlement;
 - (v) Dishonesty, intentional falsification of records or documents, financial improprieties, misuse of position for personal gain, or deliberate misrepresentation of material facts to the Saugatuck City Council;
 - (vi) Willful neglect or abandonment of Interim Manager's duties;
 - (vii) Drug test confirming the use of illegal substances, or intoxication while working;
 - (viii) Violations of federal or state laws, the Saugatuck Charter and the Code of Ordinances of the Saugatuck which would expose the Saugatuck to

civil liability and/or affect the validity and enforceability of Saugatuck actions; or

- (ix) Material breach of this Agreement.

9. Miscellaneous.

(a) This is the entire agreement between the parties and it supersedes and replaces all prior agreements between the parties regarding its subject matter. It may not be modified except in writing, signed by both parties. It shall not be affected by any course of dealing. The captions are for reference only and shall not affect its interpretation.

(b) Neither party may assign its rights, duties or interests in this Agreement without the prior written consent of the other party.

(c) Any notices shall be made in writing to the above addresses or such other addresses as requested by notice and shall be made by personal delivery or by postage prepaid United States first-class mail and shall be deemed completed when actually received or, if by first-class mail, five business days after mailing.

The parties have signed this Agreement as of the date first written above.

CITY OF SAUGATUCK

KAREN DOYLE HOMAN

By: _____

Its: _____

By: _____

Its: _____



City Council Agenda Item Report

FROM: Karen Doyle Homan

MEETING DATE: November 23, 2020

SUBJECT: Professional Services Agreement –Campbell Road Improvements

DISCUSSION

Please find attached the Professional Services Agreement between the City of Saugatuck and Fleis & VandenBrink Engineering, Inc. for design engineering services for the Campbell Road Improvements. The proposed project is between McVea Drive and Park Street/Ferry Street and consists of replacing the existing 6” watermain with a new 8” watermain; crush, reshape & resurface the road between McVea and approximately 400’ west of Park Street; and reconstruction, including subbase and underdrain, of the road from approximately 400’ west of Park Street to Park Street.

Campbell Road is the border between the cities of Saugatuck and Douglas and costs will be shared between the cities. Total design engineering fees are \$39,800 and Saugatuck’s portion is \$17,200. The City of Douglas will have approval of design engineering on their first meeting in December.

BUDGET ACTION REQUIRED: This is a fiscal year 2020-21 budgeted improvement.

LEGAL REVIEW: The 2009 Design Agreement that was used for the Blue Star Bridge project was dusted off and used as a template for this Agreement. At the time there was a lengthy back and forth process with the respective City Attorneys to craft language that was acceptable to everyone.

SAMPLE MOTION:

Motion to **approve/deny** the Professional Services Agreement between the City of Saugatuck and Fleis & Vandenbrink Engineering for Campbell Road improvements.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, dated this ____ day of _____, 2020 (the "Agreement"), by and between the **City of Saugatuck, 102 Butler Street, P.O. Box 86, , Saugatuck, Michigan 49453-0086** (CLIENT) and **Fleis & VandenBrink Engineering, Inc., 2960 Lucerne Drive SE, Grand Rapids, Michigan 49546** (ENGINEER).

WITNESSETH:

SCOPE OF SERVICES. The CLIENT hereby contracts with ENGINEER to perform the following described professional services, hereinafter referred to as the Scope of Services, with regard to the CLIENT's Project as described or as referred to herein: Design Engineering Services for Campbell Road Improvements as described in the letter of ENGINEER dated October 28, 2020, a copy of which is attached as **Exhibit A**, and incorporated by reference.

The Scope of Services shall be performed under the direction of Jonathan Moxey, P.E., of Fleis & VandenBrink or such other person as is approved in writing by the CLIENT.

ENGINEER'S COMPENSATION. ENGINEER shall be paid for all services rendered as set forth in **Exhibit A**.

PAYMENT. ENGINEER shall bill for services rendered and reimbursable costs incurred on a monthly basis. Each invoice shall be due and payable within fifteen (15) days of the presentation of the invoice. Undisputed invoices over thirty (30) days past due will be charged monthly interest at the rate of **7%** per annum on the unpaid balance or the highest lawful rate, whichever is less. ENGINEER may, after written notice to CLIENT, suspend performance of services until all past due amounts on undisputed invoices are paid.

If CLIENT objects to any portion of an invoice, CLIENT shall notify ENGINEER, in writing, within five (5) business days of presentation. CLIENT shall identify the disputed charges, and shall pay when due that portion of the invoice not in dispute.

CLIENT'S REPRESENTATIVE. The CLIENT has designated the **City Manager** to be its Representative. As such, the Representative shall be responsible for the execution of any document pertaining to this Agreement or any amendment thereto, and for the approval of all additional services to be performed by ENGINEER.

TERMS AND CONDITIONS. The attached Terms and Conditions of contract shall apply to all work performed by ENGINEER pursuant to this Agreement unless otherwise specifically agreed in writing.

ADDITIONAL PROVISIONS. The CLIENT and ENGINEER agree that this Agreement and its written attachments represent the entire Agreement between the CLIENT and ENGINEER.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement.

CLIENT: CITY OF SAUGATUCK

**ENGINEER: FLEIS & VANDENBRINK
ENGINEERING, INC.**

By: _____
Ken Trester

By: _____
Don DeVries, PE

Title: Mayor

Title: Group Manager

By: _____
Erin Wilkinson

By: _____
Jonathan W. Moxey, PE

Title: Clerk

Title: Project Manager

Date Signed: _____

Date Signed: October, 28, 2020

TERMS AND CONDITIONS

1. **GOVERNING LAW.** This Agreement shall be deemed to have been made in Allegan County, Michigan, and shall be governed by, and construed in accordance with the laws of the State of Michigan.
2. **PERFORMANCE.** ENGINEER shall exercise due care in performing professional services. ENGINEER makes no warranty, expressed or implied with respect to any services performed hereunder. ENGINEER shall not be liable for any claim, damage, cost or expense (including attorney fees) or other liability or loss not caused, in whole or in part, by the negligent acts, errors or omissions of ENGINEER. In no event shall ENGINEER be liable for any incidental or consequential loss or damage to CLIENT in connection with performance of services hereunder.
3. **ENGINEER'S LIMIT OF LIABILITY.** Unless otherwise specifically agreed to in writing, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, employees, agents and ENGINEER's Consultants, and any of them, to CLIENT and anyone claiming by, through or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, employees, agents or ENGINEER's Consultants or any of them, shall not exceed the total amount of insurance proceeds in response to CLIENT's claim. ENGINEER currently maintains a General Aggregate Liability policy in the amount of \$4.0 million dollars and a claims made insurance policy for Professional Errors and Omissions in the amount of \$2.0 million dollars.
4. **INDEPENDENT CONTRACTOR STATUS.** The ENGINEER is and for all purposes shall continue to be an independent contractor. The ENGINEER represents and covenants that it is in the business of providing engineering services for public entities. The parties acknowledge and agree that the CLIENT shall not withhold anything from amounts paid to the ENGINEER and shall not provide any health, life, workers' disability compensation, unemployment compensation, liability or other insurance coverage for the ENGINEER or its employees, officers or agents. The ENGINEER agrees, at the ENGINEER'S sole cost and expense, to make all required and desired Social Security, Medicare, income tax, single business tax, workers' disability compensation insurance, unemployment compensation insurance, health insurance, life insurance, disability insurance, general or professional liability insurance, FICA, and FUTA payments for the ENGINEER, its employees, officers or agents. Under no circumstances shall the ENGINEER be or represented as an officer or employee of the CLIENT.
5. **WORK PRODUCT.** All of the ENGINEER's completed work and all of the ENGINEER's notes, reports and other information prepared, gathered, or accumulated during the term of this Agreement, and related to the ENGINEER's provision of the Scope of Services, shall be and remain the property of the CLIENT. The CLIENT shall have the right, during regular business hours, to inspect and copy such work product. Nothing herein shall be construed as transferring to CLIENT the ownership of the ENGINEER's rights otherwise subject to protection by intellectual property laws. CLIENT shall not use or permit the use of said documents on any other project. CLIENT indemnifies ENGINEER against any and all claims resulting from such unauthorized use.
6. **TERMINATION.** Either party may terminate this Agreement upon 7 days prior written notice. In the event of termination, ENGINEER shall be paid up to the effective date of termination for all services rendered by it, and all drawings or other documents prepared by ENGINEER shall remain the property of ENGINEER and not be delivered to CLIENT until all moneys owed to ENGINEER by CLIENT have been paid. ENGINEER assumes no liability for the use of drawings and other documents delivered to the CLIENT under this clause, unless otherwise specifically agreed to in writing.
7. **ADDITIONAL SERVICES.** Additional Services other than those rendered pursuant to any additional provisions attached hereto, or any subsequent modifications hereto, shall only be authorized if reduced to writing, signed by the CLIENT's Representative and approved by the CLIENT's governing body and by an officer of the ENGINEER. All additional services shall be performed by ENGINEER subject to these Terms and Conditions.
8. **INSURANCE.** Upon request, ENGINEER will furnish CLIENT a written description of insurance coverage then being maintained by ENGINEER which may be related to ENGINEER's performance of services thereunder. No oral representations regarding insurance shall be binding upon ENGINEER. At a minimum, the ENGINEER shall maintain in force and effect during the term of this Agreement the following insurance coverage:

(a) Automobile. Comprehensive motor vehicle liability insurance. The liability limits shall not be less than \$1,000,000 - Combined single limit for bodily injury and property damage. Michigan Automobile Insurance Reparation Benefits (No-Fault) – Statutory Limits to Apply.

(b) Workers' Compensation. Workers' compensation insurance meeting Michigan statutory requirements and employer's liability insurance with minimum limits of \$500,000 for each accident.

(c) Comprehensive General Liability. Comprehensive general liability insurance written in comprehensive form and shall protect against all claims for personal and bodily injuries to members of the public and damage to property of others arising from any act or omission of ENGINEER, its officers, employees, agents, and representatives. The liability limits shall not be less than:

Bodily Injury: \$500,000 _____ each occurrence;
 \$1,000,000 _____ aggregate.

Property Damage: \$500,000 _____ each occurrence;
 \$1,000,000 _____ aggregate.

(d) Errors and Omissions. The ENGINEER represents and warrants that at all times during the term of this Contract it shall maintain in force an error and omissions policy of insurance with coverage of not less than \$1,000,000 (claims made policy). Coverage shall remain effective for a period of two (2) years after the date of the final payment provided for in this Contract.

(e) General Insurance Requirements. It shall be the responsibility of ENGINEER to maintain adequate insurance coverage at all times, regardless of the CLIENT'S acceptance of that insurance. Failure of the ENGINEER to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The insurance provided for in this Paragraph 8 may not be cancelled or revoked without at least 30 days prior written notice being provided to CLIENT.

(f) Additional Insured/Waiver of Subrogation. All insurance coverage, except professional liability/errors and omissions, shall name the client, its officers, agents, and employees as additional insureds with respect to the activities of the ENGINEER and its subcontractors. The ENGINEER and its subcontractor shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the CLIENT, its officers, agents, and employees.

(g) Indemnity. CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, agents, employees and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of ENGINEER, architects, attorneys and other professionals, and all court costs) caused by, arising out of, relating to or resulting from any and all environmental contamination on the Project, except to the extent caused by, arising out of, relating to or resulting from actions or omissions of the ENGINEER or its employees, agents or subcontractors or by a third-party governmental entity.

ENGINEER, to the extent covered by insurance, indemnifies, defends and holds harmless CLIENT and its agents and employees, from and against any claim, injury, damage, cost, expense or liability, arising out of or relating to the Services provided by ENGINEER for the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property other than the work itself, including the loss of use resulting therefrom, but only to the extent caused by a negligent act or omission of ENGINEER or ENGINEER's officers, directors, partners, employees or consultants.

To the fullest extent permitted by law, a party's total liability to the other party under the terms and conditions of this Agreement including any indemnity, as well as to anyone claiming by, through or under the other party, for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party, and any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of all of the responsible parties.

Nothing herein shall be construed or interpreted as a release or waiver of any governmental immunities to which the CLIENT is otherwise entitled by law.

9. **COST ESTIMATES.** Since ENGINEER has no control over the cost of labor and materials or over competitive bidding and market conditions, any estimates of equipment, construction or operating costs will be made on the basis of ENGINEER's experience. ENGINEER does not warrant the accuracy of such estimates as compared to contractor's bids or actual costs incurred.
10. **SITE ACCESS.** Unless otherwise specifically agreed to in writing, CLIENT is solely responsible for obtaining any necessary permission from any affected third party property owners for use of their lands. CLIENT shall be solely responsible for any claims arising from the disturbance of surface or subsurface lands or waters caused by performance of any of ENGINEER's services, except for such damage as caused by the sole negligence of ENGINEER.
11. **SHOP DRAWINGS.** If shop drawing review is provided under this Agreement, ENGINEER will check and review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment, and all other data which the contractor is required to submit, only for conformance with the design concept of the Project and compliance with the information given by the construction Contract Documents.
12. **CONSTRUCTION PHASE SERVICES.** Unless specifically authorized to provide construction observation or construction management services, ENGINEER assumes no liability with regard to the compliance of construction to Contract Documents prepared by ENGINEER.
13. **FEDERAL/LOCAL RIGHT-TO-KNOW COMPLIANCE.** In compliance with the Federal Hazard Communication Standards and applicable local laws or ordinances, CLIENT shall provide ENGINEER with a list of hazardous substances in the work place to which ENGINEER employees or subcontractors may be exposed to while executing this Agreement. In addition, the CLIENT shall provide a listing of protective measures in case exposure occurs.
14. **CLIENT RESPONSIBILITIES.** CLIENT shall timely provide ENGINEER with all applicable information in its possession and secure information in the possession of others for ENGINEER to complete the Scope of Services. CLIENT shall give ENGINEER prompt oral and written notice whenever CLIENT notices, discovers or is made aware of any alleged fault, defect or nonconformance in ENGINEER's services.

15. **CHANGES.** For all services that were completed due to changes to the Description of the Project and/or the Scope of Services, ENGINEER shall be paid by CLIENT as provided in Exhibit A. If the construction period extends beyond the contracted period in the Scope of Services or the contracted completion date, all services of ENGINEER thereafter shall continue to be performed and shall be paid by CLIENT on an hourly basis plus 1.1 times reimbursable expenses. CLIENT understands and accepts that field techniques and analytical capabilities are evolving and that the standards and regulations are subject to rapid change such that currently acceptable investigative approaches and techniques may become superseded after the time of the signing of this Agreement.
16. **DELAYS.** ENGINEER shall not be responsible to CLIENT for any delay of any type or kind unless caused in whole by ENGINEER.
17. **CONSULTANTS.** ENGINEER may only engage Consultants and subcontractors to perform all or any portion of the Services with the CLIENT's prior written consent.
18. **REJECTION OF WORK.** In the event that the Scope of Services includes construction phase services in the form of site observation, then ENGINEER shall have the authority to reject any work which is not, in the judgment of the ENGINEER, in conformance with the Contract Documents, Plans and Specifications. Neither this authority nor ENGINEER's good faith judgment to reject or not reject any work shall subject ENGINEER to any liability or cause of action to any contractor, subcontractor, supplier, or CLIENT on the Project.
19. **SPREAD OF CONTAMINATION.** CLIENT understands and agrees that ENGINEER shall not be responsible for any claims or damages which may arise as a result of or from the spread of contamination caused by drilling, sampling or any other activity unless such spread or contamination is caused by the negligence of ENGINEER. To the extent that ENGINEER may be found liable under the terms of this Paragraph, and only to such extent, ENGINEER's liability shall not exceed the percentage share of ENGINEER's responsibility.
20. **FAILURE TO ENCOUNTER HAZARDOUS MATERIALS.** CLIENT understands that the failure to discover hazardous materials does not guarantee that; (1) hazardous materials do not exist at the project site, and/or (2) that a non-contaminated site may later become contaminated. ENGINEER will use reasonable care and a level of skill ordinarily exercised by members of the profession currently practicing in the region under similar conditions.
21. **PERMITS AND APPROVALS.** Unless otherwise specifically stated in the Scope of Services, obtaining permits and approvals for the Project is the responsibility of the CLIENT. For an additional fee, ENGINEER may assist the CLIENT provided the assistance shall consist of completing and submitting forms as to the results of certain work included in the Scope of Services and the assistance does not include special studies, special research, attendance at meetings with public authorities, special testing or special documentation not normally required for similar projects. If ENGINEER participates in any way with any permitting process, ENGINEER provides no guaranty or warranty that any permits or approvals will be provided. CLIENT shall pay ENGINEER for all fees and reimbursable expenses under this Agreement regardless of the outcome of approval or denial of permits or other approvals.
22. **ADA AND CODE COMPLIANCE.** The Americans with Disabilities Act ("ADA") provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are accessible to persons with disabilities. The CLIENT acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. To the extent applicable, the ENGINEER will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they may apply to the Project. The ENGINEER does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local codes, rules, laws, ordinances and regulations as they may apply to the Project. CLIENT shall pay ENGINEER its customary hourly fees plus 1.1 times reimbursable expenses for any design changes made necessary by newly enacted laws, codes and regulations, or changes to any existing laws, codes or regulations after the date that this Agreement is last signed by the parties.
23. **WAIVER.** No delay on the part of any party hereto in the exercise of any right or remedy shall operate as a waiver of such right or remedy and a waiver on any one (1) occasion shall not be construed as a bar to or a waiver of any subsequent breach of the same or any other provision of the agreement on a future occasion. No waiver by either party of a breach by the other of a provision of this Agreement shall be deemed a waiver of any other provision hereof or of any subsequent breach.
24. **ENFORCEABILITY.** This Agreement shall be binding upon the parties hereto and their respective successors and assigns.
25. **SEVERABILITY.** In the event that any one (1) or more provisions contained in the Agreement shall be declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the agreement shall not be affected or impaired.
26. **ASSIGNMENT.** This is a professional services contract and is non-assignable without the express written consent of ENGINEER.
28. **MISCELLANEOUS.** No additional or contrary terms, whether contained in an order, acknowledgment, or other document from CLIENT, shall be binding upon ENGINEER unless agreed to in writing signed by an authorized representative of ENGINEER, and ENGINEER expressly rejects all such additional or contrary terms as may be contained in CLIENT's documents. The terms in this Agreement will have precedence over any other terms expressed by the CLIENT's authorization process such as a purchase order. ENGINEER's performance is conditioned on CLIENT's unmodified consent exclusively to this Agreement. ENGINEER shall have the right to correct any errors, whether clerical or mathematical, which are contained in this Agreement unless otherwise specifically indicated in writing or otherwise required by law and paid for by CLIENT, there are no Performance or Payment bonds required on this Project. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. This is a fully integrated contract.

October 28, 2020

Rich LaBombard, City Manager
City of the Village of Douglas
86 W. Center Street
P.O. Box 757
Douglas, MI 49406-0757

Karen Doyle Homan, Interim City Manager
City of Saugatuck
102 Butler Street
P.O. Box 86
Saugatuck, MI 49453

RE: Proposal for Design Engineering Services – Campbell Road Improvements

Rich and Karen,

As we continue to pursue outside funding opportunities for this project, it is important to begin design soon, as funding opportunities often prioritize “shovel-ready” projects, and we understand the Cities desire to construct the improvements in 2021. The proposed project includes improvements on Campbell Road between McVea Drive and Park Street / Ferry Street, approximately 2,300 feet. Improvements consist of the following:

- Replacement of the existing 6-inch water main on the south side of the street with new 8-inch ductile iron main, along with services, valves, hydrants and other appurtenances. This section of water main was identified for replacement and upsizing in Kalamazoo Lake Sewer & Water Authority’s latest Water Reliability Study. While the main is located on the Douglas side of the road, it provides water service and fire protection to customers on both sides.
- Crush, shape and resurface the road between McVea and approximately 400 feet west of Park Street (“the top of the hill”). The asphalt pavement is in fair to poor condition and its condition will be made worse by water main construction activities. A crush and shape strategy will improve the base for new asphalt pavement without the expense of full reconstruction.
- Reconstruct the road from approximately 400 feet west of Park Street to Park Street (“the hill”). This section of the roadway is in very poor condition and has exhibited significant water seepage through the surface for some time. This portion of the road will be reconstructed with new sand subbase and underdrain to collect groundwater before it surfaces and direct it to the appropriate drainage systems.
- Replace drive approaches and other site improvements as required to construct the water main and tie in new paving (the crush and shape strategy will raise the profile of the road slightly).

We have prepared the attached Work Plan and Proposed Engineering Fees for design engineering services for the project. As we have discussed, part of Campbell Road serves as the border between the Cities, and costs for the project will be shared between the Cities. Included in our

Work Plan is assisting the Cities with determining an equitable distribution of construction costs based on location of the City Limits within the project area (the west end of the project is entirely within Douglas), number of customers served and other factors.

We propose to complete the scope of work identified in the attached Work Plan for the following lump sum fees:

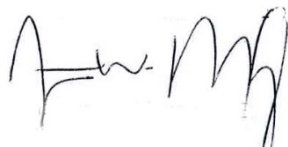
Task	Design Engineering Fees		
	Douglas	Saugatuck	Total
Preliminary Design	\$16,400	\$12,200	\$28,600
Final Design & Permitting	\$5,200	\$4,000	\$9,200
Bidding Assistance	\$1,000	\$1,000	\$2,000
Total Design Engineering Fees	\$22,600	\$17,200	\$39,800

The breakdown for design engineering services is based on the attached Pre-design Project Cost Estimate (cost breakdown is based on 100% Douglas from McVea to approximately Manchester Drive and 50/50 shared cost from Manchester Drive to Park Street / Ferry Street). We will prepare a Work Plan and Proposed Engineering Fees for construction phase services once the scope and timeframe for those activities has been finalized.

We are excited for the opportunity to continue our work with you on this project! Authorization to proceed with the design work can be given by returning a signed copy of the enclosed Professional Services Agreement, which utilizes the same language that was included in the 2009 agreements for the Blue Star Highway Bridge Improvements project. In the meantime, 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

Encls.

WORK PLAN

A. DESIGN ENGINEERING SERVICES

Preliminary Design Phase

1. Meet with City staff to review project requirements, work scope and overall schedule.
2. Obtain utility information for electric, gas, telephone and cable TV.
3. Coordinate with Kalamazoo Lake Water & Sewer Authority staff to determine the presence (or lack thereof) of lead or galvanized water services in the project area. In accordance with current EGLE requirements, lead services and certain galvanized services will need to be replaced beyond the right of way line to the water meter or 18 inches within the home.
4. Perform field survey for design and preparation of construction drawings. Collect alignment, topographic information, cross-section elevations and utility inverts.
5. Obtain soil borings needed for design. Our fee anticipates 8 borings with a depth of approximately 10 feet. Borings will be distributed between those within the existing paved roadway for road design and south of the roadway for water main design.
6. Draft survey information on plan and profile sheets. Plot location of existing utilities.
7. Complete preliminary design of the proposed roadway improvements, geometrics, pavement section, storm water drainage, and water main. Include a plan for detouring through traffic using Center Street and Lakeshore Drive.
8. Meet with City staff to review the preliminary design and alternatives considered, if any.
9. Work with City staff to determine a formula for equitable distribution of construction costs based on the location of the City Limits, number of customers served and other factors.
10. Incorporate City comments and draft preliminary design and details on construction drawings.
11. Prepare preliminary specifications, list of bid items, quantities and estimate of construction costs.
12. Send plans to private utility companies for their information.
13. Attend a public information meeting, if appropriate, to review the proposed project with area residents.

Final Design and Permitting Phase

1. Complete final design and prepare final construction drawings and specifications in accordance with the City's review comments. We anticipate the following drawings:
 - a. Title sheet
 - b. Maintaining traffic plans
 - c. Typical cross sections
 - d. Construction notes and details
 - e. Intersection details
 - f. Plan and profile sheets showing the proposed improvements
2. Prepare updated estimate of probable construction cost.
3. Meet with City staff to review final plans and specifications and make final revisions.

4. Prepare applications and assist in obtaining construction permits. We anticipate the project will require an EGLE water main construction permit and an Allegan County Soil Erosion & Sedimentation Control permit.

Bidding Phase

1. Prepare and submit the advertisement for bids. Send the advertisement to prospective bidders. If either City wishes to advertise beyond direct contact, online plan rooms and www.fveng.com, we have assumed the cost will be paid for by the City directly.
2. Prepare bidding documents and distribute to regional plan rooms.
3. Produce and issue bidding documents to prospective bidders electronically out of our Grand Rapids office.
4. Assist during the bid phase by answering questions and providing supplemental information, if necessary.
5. Conduct bid opening held at the City offices (specific office to be determined).
6. Tabulate and review the bids, evaluate references and provide recommendation of award to the Cities.

Saugatuck and Douglas
Campbell Road Improvements - McVea Drive to Park Street
Engineer's Pre-Design Estimate of Probable Project Cost



Project No.: P16106
 By: JWM
 Date: 8/31/2020

Scope: Crush and Shape from McVea to 400 feet west of Park Street (~22' asphalt width plus shoulders). Reconstruct from 400 feet west of Park Street to Park Street ("the hill") with underdrain and storm sewer improvements (~24' wide, including asphalt valley gutter). Cost breakdown assumes 100% Douglas from McVea to Manchester and 50/50 from Manchester to Park.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	ESTIMATED UNIT PRICE	ESTIMATED AMOUNT	DOUGLAS		SAUGATUCK	
						EST. QTY.	EST. AMT.	EST. QTY.	EST. AMT.
1	General Conditions, Bonds & Insurances (5% Max.)	LSUM	1	\$ 26,100.00	\$ 26,100	0.5	\$ 13,050	0.5	\$ 13,050
2	Temporary Traffic Controls	LSUM	1	\$ 9,000.00	\$ 9,000	0.5	\$ 4,500	0.5	\$ 4,500
3	Traffic Regulator Control	LSUM	1	\$ 5,000.00	\$ 5,000	0.5	\$ 2,500	0.5	\$ 2,500
4	Temporary Soil Erosion & Sedimentation Control	LSUM	1	\$ 3,000.00	\$ 3,000	0.5	\$ 1,500	0.5	\$ 1,500
5	Sewer, Rem, Less than 24 inch	Ft	100	\$ 12.00	\$ 1,200	50	\$ 600	50	\$ 600
6	Dr Structure, Rem	Ea	2	\$ 325.00	\$ 650	1	\$ 325	1	\$ 325
7	Tree, Rem, 6 inch to 18 inch	Ea	8	\$ 400.00	\$ 3,200	4	\$ 1,600	4	\$ 1,600
8	Valve Box, Rem	Ea	6	\$ 250.00	\$ 1,500	4	\$ 1,000	2	\$ 500
9	HMA Base Crushing and Shaping	Syd	5500	\$ 2.00	\$ 11,000	3300	\$ 6,600	2200	\$ 4,400
10	HMA Surface, Rem	Syd	500	\$ 5.00	\$ 2,500	300	\$ 1,500	200	\$ 1,000
11	Subgrade Undercutting, Type II	Cyd	100	\$ 14.00	\$ 1,400	50	\$ 700	50	\$ 700
12	Roadway Grading	Sta	4	\$ 2,500.00	\$ 10,000	2	\$ 5,000	2	\$ 5,000
13	Underdrain, Subbase, 6 inch	Ft	800	\$ 4.00	\$ 3,200	400	\$ 1,600	400	\$ 1,600
14	Dr Structure, 24 inch dia	Ea	2	\$ 1,200.00	\$ 2,400	1	\$ 1,200	1	\$ 1,200
15	Dr Structure, 48 inch dia	Ea	2	\$ 1,800.00	\$ 3,600	1	\$ 1,800	1	\$ 1,800
16	Sewer, CI A, Tr Det B, 12 inch	Ft	200	\$ 50.00	\$ 10,000	100	\$ 5,000	100	\$ 5,000
17	Dr Structure Cover, Adj, Case 1	Ea	10	\$ 500.00	\$ 5,000	5	\$ 2,500	5	\$ 2,500
18	Dr Structure, Temp Lowering	Ea	9	\$ 400.00	\$ 3,600	5	\$ 2,000	4	\$ 1,600
19	Dr Structure Cover, Type B	Ea	2	\$ 500.00	\$ 1,000	1	\$ 500	1	\$ 500
20	Dr Structure Cover, Type C	Ea	2	\$ 600.00	\$ 1,200	1	\$ 600	1	\$ 600
21	Subbase, CIP	Cyd	400	\$ 10.00	\$ 4,000	200	\$ 2,000	200	\$ 2,000
22	Aggregate Base, 8 inch	Syd	1100	\$ 9.00	\$ 9,900	550	\$ 4,950	550	\$ 4,950
23	HMA, 13A (385#/syd, 3.5")	Ton	1250	\$ 80.00	\$ 100,000	800	\$ 64,000	450	\$ 36,000
24	HMA Approach	Ton	100	\$ 120.00	\$ 12,000	60	\$ 7,200	40	\$ 4,800
25	HMA Valley Gutter	Ft	800	\$ 5.00	\$ 4,000	400	\$ 2,000	400	\$ 2,000
26	Shoulder, CI II, 3 inch	Syd	800	\$ 4.00	\$ 3,200	400	\$ 1,600	400	\$ 1,600
27	Permanent Signage & Pavement Markings	LSUM	1	\$ 3,000.00	\$ 3,000	0.5	\$ 1,500	0.5	\$ 1,500
28	Slope Restoration	Syd	2400	\$ 5.00	\$ 12,000	1400	\$ 7,000	1000	\$ 5,000
29	Mulch Blanket	Syd	500	\$ 1.50	\$ 750	250	\$ 375	250	\$ 375
Subtotal Estimated Road Construction Costs (Rounded):					\$ 254,000		\$ 145,000		\$ 109,000
<u>Undeveloped Details & Construction Contingencies (10%):</u>					\$ 26,000		\$ 15,000		\$ 11,000
Total Estimated Road Construction Costs:					\$ 280,000		\$ 160,000		\$ 120,000

Scope: Replace the 6-inch water main on the south side of the road with 8-inch, along with associated hydrants and valves. Cost breakdown assumes 100% Douglas from McVea to Manchester and 50/50 from Manchester to Park.

30	Hydrant, Rem	Ea	5	\$ 500.00	\$ 2,500	3	\$ 1,500	2	\$ 1,000
31	Water Main, Connect, 8 inch	Ea	3	\$ 1,500.00	\$ 4,500	1.5	\$ 2,250	1.5	\$ 2,250
32	Water Main, Connect, 6 inch	Ea	1	\$ 1,200.00	\$ 1,200	0.5	\$ 600	0.5	\$ 600
33	Water Main, Cut and Plug, 6 inch	Ea	2	\$ 500.00	\$ 1,000	1	\$ 500	1	\$ 500
34	Water Main, DI, 8 inch	Ft	2300	\$ 65.00	\$ 149,500	1450	\$ 94,250	850	\$ 55,250
35	Water Main, DI, 6 inch	Ft	100	\$ 55.00	\$ 5,500	50	\$ 2,750	50	\$ 2,750
36	Gate Valve and Box, 8 inch	Ea	10	\$ 2,000.00	\$ 20,000	6	\$ 12,000	4	\$ 8,000
37	Gate Valve and Box, 6 inch	Ea	6	\$ 1,500.00	\$ 9,000	3.5	\$ 5,250	2.5	\$ 3,750
38	Fire Hydrant	Ea	6	\$ 3,500.00	\$ 21,000	3.5	\$ 12,250	2.5	\$ 8,750
39	Bend, 45 Deg, 8 inch	Ea	14	\$ 350.00	\$ 4,900	8	\$ 2,800	6	\$ 2,100
40	Reducer, 8 inch x 6 inch	Ea	1	\$ 300.00	\$ 300	0.5	\$ 150	0.5	\$ 150
41	Tee, 8 inch x 8 inch	Ea	2	\$ 500.00	\$ 1,000	1	\$ 500	1	\$ 500
42	Tee, 8 inch x 6 inch	Ea	6	\$ 400.00	\$ 2,400	3.5	\$ 1,400	2.5	\$ 1,000
43	Corporation Stop, 1 inch	Ea	30	\$ 400.00	\$ 12,000	18	\$ 7,200	12	\$ 4,800
44	Curb Stop and Box, 1 inch	Ea	30	\$ 400.00	\$ 12,000	18	\$ 7,200	12	\$ 4,800
45	Water Service, 1 inch	Ft	1350	\$ 30.00	\$ 40,500	800	\$ 24,000	550	\$ 16,500
46	Water Service, Reconnect	Ea	30	\$ 200.00	\$ 6,000	18	\$ 3,600	12	\$ 2,400
Subtotal Estimated Water Main Construction Costs (Rounded):					\$ 294,000		\$ 179,000		\$ 115,000
<u>Undeveloped Details & Construction Contingencies (10%):</u>					\$ 30,000		\$ 18,000		\$ 12,000
Total Estimated Water Main Construction Costs:					\$ 324,000		\$ 197,000		\$ 127,000
Total Estimated Construction Costs:					\$ 604,000		\$ 357,000		\$ 247,000
<u>Est. Design & Construction Engineering & Admin (15%):</u>					\$ 91,000		\$ 53,000		\$ 38,000
Total Estimated Project Cost:					\$ 695,000		\$ 410,000		\$ 285,000

The Design Professional has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing. Bid prices may vary significantly based on these factors and market conditions at time of bid.



City Council Agenda Item Report

FROM: Karen Doyle Homan

MEETING DATE: November 23, 2020

SUBJECT: Wicks Park Bandshell – Design and Construction Phase Services

DISCUSSION

Please find attached an Authorization to Proceed with Design and Construction Phase Services for the simpler “sloped roof” Wicks Park Bandshell. The amount is \$32,800 and covers the full scope of the project, from design to bidding to construction.

BUDGET ACTION REQUIRED: Depending upon construction bid letting, this project may go over the \$180,000 budgeted in the FY 2020-21 budget.

LEGAL REVIEW: N/A

SAMPLE MOTION:

Motion to **approve/deny** the Authorization to Proceed with Design and Construction Phase Services with Fleis & VandenBrink and authorize the Mayor to sign the authorization document.



November 20, 2020

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

RE: Wicks Park Bandshell – Design and Construction Phase Services

Dear Karen,

Based on the discussion at the November 19, 2020 Council Workshop, we anticipate that the City will be proceeding with the Wicks Park Bandshell project with the following scope of work:

- Bandshell construction in the northern area of the park, with the design based on the mono-slope roof style as opposed to a custom structure.
- Demolition of the existing restroom building and a small number of trees to facilitate bandshell construction.
- Construction of decorative railing and other aesthetic elements, potentially by local artists/students.
- Final grading and restoration.

We have prepared the attached Work Plan to assist the City with design, bidding and construction phase services for the project. We propose to complete the scope of work outlined in the Work Plan in accordance with the following budget (based on a total project cost of approximately \$200,000):

Task	Budget
Preliminary Design	\$14,000
Final Design	\$4,800
Bidding Assistance	\$1,800
Construction Phase Services	\$12,200
Total Proposed Budget	\$32,800

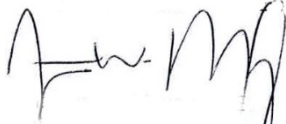
As we obtain topographic survey for this project, we will include the entire park so that it can be utilized for future gazebo and restroom improvements.

We are prepared to begin work upon authorization. Our goal will be to complete design work and have the project ready for bidding in early 2020 to have construction complete by the peak summer concert season in 2021.

Authorization to proceed with the work under our existing Professional Services Agreement for General Consultation dated November 13, 2018 can be given by returning a copy of this proposal signed below as indicated. We look forward to continuing our work with you on this great enhancement for the community! 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
WICKS PARK BANDSHELL – DESIGN AND
CONSTRUCTION PHASE SERVICES**

By: _____

Title: _____

Date: _____

WORK PLAN

Preliminary Design Phase

1. Meet with City representatives (staff, design committee, historic commission, etc.) to review the project background, scope, schedule and budget.
2. Obtain a topographic survey for the design of the improvements, including the existing park features, riverbank/seawall area, and related site features. We will obtain survey for the entire park to facilitate design of future improvements (gazebo, restrooms, etc.).
3. Request mapping of the project area from private utilities.
4. Work with product vendors to develop preliminary plans for the bandshell structure and other decorative/aesthetic enhancements. Refine the design based on ongoing dialog with City representatives. Our Landscape Architects on the team will take the lead on the bandshell and other park enhancements while our engineers and other team members focus on the more technical aspects of the project (restroom demolition, foundation design and site grading).
5. Prepare preliminary plans for the improvements. We anticipate the plans to consist of the following:
 - a. Cover sheet
 - b. Removal plan (restroom building, limited trees, etc.)
 - c. Site improvements plan
 - d. Grading plan
 - e. Foundation plan
 - f. Construction details
6. Prepare preliminary project specifications and cost estimate for the project.
7. Meet with City representatives to review the preliminary design, including the bandshell and other site features (e.g. decorative railings) to be incorporated into the project.

Final Design & Permitting Phase

1. Complete final design, incorporating comments received from review of the preliminary design.
2. Coordinate utility relocation issues, if any, in conjunction with the final plan preparation.
3. Prepare updated estimate of probable construction cost and specifications.
4. Prepare and submit permit applications on behalf of the City. Based on the scope of improvements, we anticipate obtaining a Soil Erosion & Sedimentation Control permit from Allegan County Drain, a demolition permit from Michigan Department of Environment, Great Lakes, and Energy (EGLE) and a building permit from the local code official. We have assumed that the City will pay any permit fees directly and have not included them in our budget.

Bidding Assistance

1. Prepare and submit the advertisement for bids. Contact potential bidders directly with the advertisement and place the advertisement with plan rooms and trade organizations.
2. Assemble bidding documents and distribute electronic (PDF) copies to regional plan rooms.

3. Produce and issue bidding documents (electronic and hard copy) to prospective bidders out of our Grand Rapids office.
4. Assist during the bid phase by answering questions and providing supplemental information, if necessary.
5. Either conduct a public bid opening to be held at City Hall or virtually, depending on COVID implications at the time of bidding.
6. Tabulate and review the bids received, evaluate references and provide a Recommendation of Award to the City.

Construction Phase

1. After award by the City, review bonds and insurance certificates provided by the successful bidder for conformance with the specifications. Prepare construction contracts for City signature. After contracts have been executed, prepare the Notice to Proceed.
2. Schedule and attend the pre-construction meeting with the City, Contractor and utility companies, as appropriate. Prepare and distribute meeting minutes.
3. Provide project administration and consultation throughout the construction period. For budgeting purposes, we have assumed a 4-week construction period. Tasks will include:
 - a. Review shop drawings and other project submittals.
 - b. Review contractor pay applications and, if appropriate, submit a recommendation to the City for payment.
 - c. Prepare contract change orders, as necessary, and submit recommendation to the City for approval.
 - d. Maintain project records.
4. Provide construction staking for the improvements. Based on the project scope, we have assumed two staking trips in our budget – one for the bandshell foundation and one for final site grading.
5. Provide on-site observation and materials testing during project construction activities. Based on the anticipated project schedule, we have included 4 weeks of observation and testing time at an average of 10 hours per week. The field technician's duties will include:
 - a. Provide record keeping of construction activities.
 - b. Address complaints filed with the City, if any.
 - c. Provide on-site density testing of soils and concrete.
 - d. Coordinate off-site materials testing as required (sieve analysis for sand, concrete cylinder breaks, etc.). We have included an allowance for off-site testing in our budget.
6. Conduct a final walk-through meeting on site with the Contractor and City staff to review the completed work. Prepare a final punch list of remaining work items. Provide follow-up review to see that the punch list items have been completed.
7. Prepare record drawings of the constructed improvements.
8. Coordinate final payment with release of retainage and contract closeout.



City Council Agenda Item Report

FROM: Peter Stanislawski
MEETING DATE: November 23, 2020
SUBJECT: MERS Hybrid Plan

DISCUSSION

Please find attached the Michigan Employees' Retirement System (MERS) Hybrid Plan Adoption Agreement Addendum. From time to time MERS requires a new Agreement be signed by its member communities that spells out their retirement benefit. They do this because there are often changes made at the local level that affect retirement benefits, for example in union contract negotiations, or contract employee benefits, that may not be consistent with prior MERS adoption agreements. This housekeeping item is asked for periodically to keep MERS up to date.

In filling out Section 3 (Page 4) Definition of Compensation, we defined Base Wages as base salary or hourly wages based upon a 40-hour work week. For purposes of retirement benefits, overtime, severance pay, and pay-out of leave banks were excluded from base wages. This has been past practice. However, in comparing past practice to the Personnel Policy adopted in 2019, the Personnel Policy is silent as to what wages are used in calculating retirement benefits. We wanted you to be aware of this as an amendment to our Personnel Policy is in order.

BUDGET ACTION REQUIRED: N/A

LEGAL REVIEW: N/A

SAMPLE MOTION:

Motion to **approve/deny** the Michigan Employees' Retirement System Hybrid Plan Adoption Agreement Addendum

Hybrid Plan Adoption Agreement Addendum



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Hybrid Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Effective Date

The effective date shall be the first day of **January, 2021**.

II. Employer name Saugatuck, City of

Municipality number 030701

This is an amendment of the existing Adoption Agreement for the MERS Hybrid Plan. Any changes to plan provisions apply to employees in the division on the effective date, as well as to new hires ongoing. Definitions will apply for all service accrued after the effective date. Unless otherwise noted, sections refer to both the Defined Benefit and Defined Contribution portions of Hybrid.

Division number 030701HA

Division name on file with MERS EES hired after 5/1/04

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Hybrid Plan. If an employee classification is **included** in the plan, then employees that meet this definition will receive service credit if they work the required number of hours to meet the service credit qualification defined below. All eligible employees must be reported to MERS.

Using your Division Name above, expand on the employee classifications that are eligible to participate in MERS. For example, if Division is "General," please insert specific classifications that are eligible for MERS such as "Clerical Staff," "Elected Officials," "Library Director," etc.:

All Full time Employees

Employee classification contains **public safety employees:** Yes No

Public safety employees include: law enforcement, parole and probation officers, employees responsible for emergency response (911 dispatch, fire service, paramedics, etc.), public works, and other skilled support personnel (equipment operators, etc.).

Hybrid Plan Adoption Agreement Addendum

EMPLOYER NAME: Saugatuck, City of

DIV: 030701HA

If you elect to include a special classification (chart below), then the employee will be required to meet the Service Credit Qualification under the Defined Benefit portion of Hybrid as defined under section IV (Provisions) in order to earn a month of service. Excluded classifications will require additional information below. For Defined Contribution portion of Hybrid, vesting is determined according to elapsed time (or hours reported, if applicable).

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than <u>12</u> months in total.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Part-Time Employees: Those who regularly work fewer than <u>160</u> per month.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Seasonal Employees: Those who will work for the municipality from <u>May</u> to <u>November</u> only.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Voter-Elected Officials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Appointed Officials: An official appointed to a voter-elected office.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Contract Employees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Probationary Periods (select one):

- Service will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, the employer will not report or provide service.

The probationary period will be _____ month(s).

Comments:

- Service will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

Hybrid Plan Adoption Agreement Addendum

EMPLOYER NAME: Saugatuck, City of

DIV: 030701HA

IV. Provisions

1. Service Credit Qualification (for Defined Benefit portion of Hybrid)

To clarify how eligible employees earn service credit, please indicate how many hours per month an eligible employee needs to work. For example, if you require 10 eight-hour days, this would be 80 hours per month. If an 'hour per day' has been defined (like ten 7-hour days), electing 70 hours will be required. Employees must meet the definition of Plan Eligibility and service credit qualification in order to earn service credit under the plan.

To receive one month of service credit, an employee shall work (or be paid for as if working) 80 hours in a month.

Note: For purposes of Defined Contribution, vesting is determined by elapsed time or hours reported.

2. Leaves of Absence (for Defined Benefit portion of Hybrid)

Indicate in the chart below, whether the potential for service credit will be allowed if an eligible employee is on one of the following types of leave, regardless of meeting the service credit qualification criteria.

Regardless whether an eligible employee is awarded service credit while on the selected type(s) of leave:

- MERS will skip over these months when determining the FAC amount for benefit calculations.
- Third-party wages **are not** reported for leaves of absence.
- Employers **are not** required to remit employer contributions based on leaves of absence when no wages are paid by the employer. However, an employer may submit additional voluntary contributions for the period of the leave in an amount determined by the employer.
- For **contributory divisions**, employee contributions are required for service credit to be retained. Employee contributions will be collected based on the Service Credit Qualification. Employers will calculate employee contributions due using the employee's current hourly rate (prior to leave). For example, if 120 hours is required for service credit, then employee contributions shall be equal to 120 hours times the employee's hourly rate. Employees have three times the length of leave, to a maximum of five years, to pay required employee contributions. Leaves of absence are required to be reported to MERS, including the employee's start and end date per month, along with the employee's hourly rate.

Note: For the Defined Contribution portion of Hybrid service is not "granted" or "excluded" as elapsed time (or accumulated hours) are used to determine vesting. Contributions will be due only for months where wages are paid.

Type of Leave	Service Credit Granted	Service Credit Excluded
Short- and Long-Term Disability	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Unpaid Family Medical Leave Act (FMLA)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other: _____ For example, sick and accident, administrative, educational, sabbatical, etc.	<input type="checkbox"/>	<input type="checkbox"/>
Other 2: _____ Additional leave types as above	<input type="checkbox"/>	<input type="checkbox"/>

Leaves of absence due to military service are governed by the Federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective 1/1/07, IRC 401(a)(37). Military reporting requires historical wage and contribution reporting under both Defined Benefit and Defined Contribution portions.

Hybrid Plan Adoption Agreement Addendum

EMPLOYER NAME: Saugatuck, City of

DIV: 030701HA

3. Definition of Compensation

To streamline your Hybrid administration, MERS encourages you to use the same Definition of Compensation for both the Defined Benefit and Defined Contribution components. Contributions are calculated using the elected definition and must be reported to MERS separately for Defined Benefit and Defined Contribution.

- My Defined Contribution portion uses a different definition. Fill out the below for your Defined Benefit portion and contact MERS at DataCollectionProject@mersofmich.com for instructions.

Select your definition here. If you choose to customize your definition, skip this table and go to page 5.

	<input checked="" type="radio"/> Base Wages	<input type="radio"/> Box 1 Wages	<input type="radio"/> Gross Wages
Types of Compensation			
Regular Wages Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
Other Wages Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
Lump Sum Payments PTO cash-out Longevity Bonuses Merit pay Job certifications Educational degrees Moving expenses Sick payouts Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
Taxable Payments Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
Reimbursement of Nontaxable Expenses (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
Types of Deferrals			
Elective Deferrals of Employee Premiums/Contributions 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
Types of Benefits			
Nontaxable Fringe Benefits of Employees Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < \$50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
Mandatory Contributions Hybrid Plan employee contributions MERS Health Care Savings Program employee contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
Taxable Fringe Benefits Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > \$50,000	Excluded	Excluded	All Taxable Fringe Benefits included
Other Benefits / Lump Sum Payments Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

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EMPLOYER NAME: saugatuck, City of

DIV: 030701HA

SKIP THIS TABLE if you selected one of the standard definitions of compensation on page 4.

CUSTOM: If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions. Wages are reported based on definition selected and the percentage of contributions should be determined using that wage.

Types of Compensation

Regular Wages

- Salary or hourly wage X hours On-call pay
 PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) Other: _____

Other Wages apply: YES NO

- Shift differentials Severance issued over time (weekly/bi-weekly)
 Overtime Other: _____

Lump Sum Payments apply: YES NO

- PTO cash-out Educational degrees
 Longevity Moving expenses
 Bonuses Sick payouts
 Merit pay Severance (if issued as lump sum)
 Job certifications Other: _____

Taxable Payments apply: YES NO

- Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement)
 Prizes, gift cards Car allowance
 Personal use of a company car Other: _____

Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES NO

- Gun, tools, equipment, uniform Mileage reimbursement
 Phone Travel through an accountable plan (i.e. tracking mileage for reimbursement)
 Fitness Other: _____

Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: YES NO

- 457 employee and employer contributions IRA contributions
 125 cafeteria plan, FSAs and HSAs Other: _____

Types of Benefits

Nontaxable Fringe Benefits of Employees apply: YES NO

- Health plan, dental, vision benefits
 Workers compensation premiums Group term or whole life insurance < \$50,000
 Short- or Long-term disability premiums Other: _____

Mandatory Contributions apply: YES NO

- Hybrid Plan employee contributions
 MERS Health Care Savings Program employee contributions Other: _____

Taxable Fringe Benefits apply: YES NO

- Clothing reimbursement Group term life insurance > \$50,000
 Stipends for health insurance opt out payments Other: _____

Other Benefits / Lump Sum Payments apply: YES NO

- Workers compensation settlement payments Other: _____

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4. Forfeiture (for Defined Contribution portion of Hybrid)

A forfeiture occurs when a participant separates from employment prior to meeting the associated elapsed time (or hours reported) to receive vesting. The percentage of his/her employer contribution account balance that has not vested as of the date of termination will forfeit after 12 consecutive months following the termination date reported by the employer, or earlier, if the System distributes the participant's vested portion. MERS will utilize an available forfeiture balance as an automatic funding source applied to reported employer contributions at the time of reporting.

V. Execution:

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by City of Saugatuck

at a Board Meeting which took place on: _____
(mm/dd/yyyy)

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

I understand that approved board minutes are required to complete this request.

Board minutes should be sent to: DataCollectionProject@mersofmich.com