



CITY COUNCIL WORKSHOP AGENDA

March 20, 2024 – 4:00 pm

This is an in-person meeting at Saugatuck City Hall, 102 Butler St, Saugatuck, MI 49453.

The meeting will also be available live, virtually on Zoom.

1. Call to Order
2. Roll Call
3. Agenda Changes (*Additions/Deletions*)
4. Guest Speaker
5. Public Comment on Agenda Items Only (*Limit 3 minutes*)
6. Discussion Items:
 - A. Engineering Services for Final Distribution System Material Inventory (pg. 2)
 - B. City Hall Drainage and Concrete Work (pg. 22)
 - C. Cemetery Services Agreement Extension (pg. 26)
 - D. Short-Term Rental, Noise, and Zoning Fines (pg. 31)
 - E. Potential Donor for Airport Property Improvements (pg. 41)
 - F. Evaluation of Cross Country Trails at Airport Property (pg. 80)
 - G. Revocable License Agreement – Sidewalk and Street Seating at 449 Water Street (pg. 84)
 - H. Special Event – Mt. Baldhead Challenge (pg. 90)
7. Public Comments (*Limit 3 minutes*)
8. Correspondence
 - A. Bill Hess
 - B. Barry Johnson
 - C. Gary Medler
 - D. Ken Trester
9. Council Comments
10. Adjourn

NOTICE:

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:

rcummins@saugatuckcity.com

Requests for accommodations or interpretive services must be made 48 hours prior to this meeting.

Please contact Saugatuck City Clerk at 269-857-2603 or

JWolters@saugatuckcity.com for further information.



City Council Agenda Item Report

FROM: Ryan Cummins, Interim City Manager

MEETING DATE: March 25, 2024

SUBJECT: Engineering Services for Final Distribution System Materials Inventory

DESCRIPTION:

The City was awarded a \$221,600 EGLE Technical, Managerial, and Financial grant to physically verify lead service lines for the required final Distribution System Materials Inventory (DSMI) that is due October 16, 2024.

To complete the final DSMI, the City's Engineering firm, Fleis and Vandenbrink, has proposed a comprehensive scope of services including design, bidding, construction, on-site observation, and required data compilation.

This project, including engineering fees, is fully funded by the EGLE grant. Completing the final DSMI is a regulatory requirement and is crucial for managing lead service line replacement efforts. The project will provide valuable data to prioritize future lead service line replacements.

Attached is a copy of the grant agreement and engineering services proposal.

LEGAL REVIEW:

The City Attorney will be at your meeting to answer any questions you may have.

SAMPLE MOTION:

Motion to approve the Community Technical, Managerial, and Financial Support for Lead Service Line Replacement Grant Agreement between the Michigan Environment, Great Lakes, and Energy and the City of Saugatuck.

Motion to approve the Fleis & VandenBrink EGLE Technical, Managerial, and Financial Grant Proposal for Engineering Services in the amount of \$55,500.



March 18, 2024

Via Email: rcummins@saugatuckcity.com

Ryan Cummins
City of Saugatuck
102 Butler Street
Saugatuck, MI 49453

**RE: EGLE Technical, Managerial, and Financial Grant
Proposal for Engineering Services**

Dear Ryan,

Congratulations once again on the City receiving the Michigan Department of Environment, Great Lakes and Energy (EGLE) Technical, Managerial and Financial (TMF) grant! The City received \$221,600 in funding, 100% grant. This program was established to fund physical verification of lead services lines, which is required for preparation of the City's final Distribution System Materials Inventory (DSMI), due October 16, 2024.

We prepared a preliminary DSMI in 2019 to meet EGLE's January 1, 2020 deadline for that work. The preliminary DSMI incorporated available records and local knowledge to estimate the number of lead services to be replaced by the 2040 deadline. The preliminary DSMI included a number of "unknown" service material types, which was very common, as few communities had complete construction records or similar data available.

To prepare the final DSMI, a percentage of the unknown services will be physically exposed through hydrovac excavation, using a vactor truck or similar, at the corporation stop (connection point to the water main) and/or curb stop (typically near the right of way line). After data is recorded, the excavations are backfilled and surface is restored (grass, asphalt, concrete, etc.). Work also includes entering homes and businesses (as practical) to record the material type entering the building. The grant covers both the construction work (excavation & restoration) and associated engineering. We propose the following Scope of Services to assist you:

Scope of Services

Design Phase

- Assist the City with receiving the grant, making reimbursement requests and other EGLE communications throughout the grant period.
- Work with City and Kalamazoo Lake Sewer & Water Authority (KLSWA) staff to refine the list of unknown services. Develop a random sample (approximately 30%) to be investigated.

- Prepare a draft bid package for the excavation and restoration work. The bid package will consist of contract specifications, technical specifications and a list of addresses.
- Review the bid package with City staff and make revisions as required.

Bidding Phase

- Prepare and submit the advertisement for bids. Contact potential bidders directly and place the advertisement with plan rooms.
- Assemble bidding documents and distribute electronic (PDF) copies to plan rooms. Bid documents will also be available for review on our website.
- Issue electronic bid documents to prospective bidders.
- Answer bidder questions and provide supplemental information, if necessary.
- Conduct a public bid opening to be held at City Hall.
- Tabulate and review the bids received, evaluate references and provide a Recommendation of Award to the City.

Construction Phase

- After an award is made 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.
- Assist City staff with preparing notices to go out to affected property owners and the general public. Assist City staff in responding to concerns and questions during construction.
- Schedule and attend a pre-construction meeting with the City, Contractor and utility companies, as appropriate. Prepare and distribute meeting minutes.
- Provide project administration and engineering during the construction period. Tasks will include:
 - Review Contractor pay applications and, if appropriate, submit a recommendation to the City for payment.
 - Prepare contract change orders, as necessary, and submit recommendation to the City for approval.
 - Maintain project records.
- Provide on-site observation and testing during project construction activities. We have included 225 hours of field time in our fees. The field technician's duties will include:
 - Provide record keeping of construction activities.
 - Address complaints filed with the City, if any.
 - Assist the Contractor with coordinating access inside homes and businesses, as practical, to document material type that enters the building.
- Conduct a final walk-through meeting on site with the Contractor and City staff to review the restoration work. Prepare a final punch list of remaining work items. Provide follow-up review to see that the punch list items have been completed.
- Coordinate final payment with release of retainage and contract closeout.
- Compile the data obtained and assist City staff with preparing and submitting the final DSMI.

Anticipated Schedule

We anticipate the following schedule for this project:

- Authorization: March 2024
- Design: April/May 2024
- Bidding: May/June 2024
- Pre-Construction Activities: June 2024
- Construction: July – September 2024
- Final DSMI Submittal: October 16, 2024

Engineering Budget

We propose to complete the Scope of Services outlined above for the following lump sum fees:

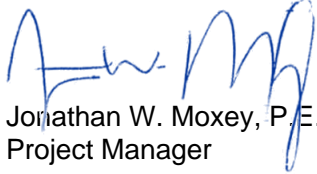
Phase	Task	Fee
Design	Bid Package	\$ 5,300
Bidding	Bidding Assistance	\$ 2,200
Construction	Construction Engineering/Administration	\$ 11,400
	On-Site Observation & Record Keeping	\$ 28,200
	Contract Closeout & Data Compilation	\$ 8,400
Total Proposed Fee		\$ 55,500

The proposed engineering fees are eligible for 100% reimbursement through the grant.


Authorization to proceed with the work can be given by returning a copy of this proposal, signed below as indicated. 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.
Principal

Cc: Scott Herbert, Department of Public Works

WORK AUTHORIZATION

Fleis & VandenBrink is hereby authorized to proceed with the Scope of Services presented in this proposal in accordance with the existing Professional Services Agreement for General Consultation dated November 13, 2018.

By _____

Date _____



COMMUNITY TECHNICAL, MANAGERIAL, AND FINANCIAL SUPPORT FOR LEAD SERVICE LINE REPLACEMENT GRANT AGREEMENT (ARP FUNDED)

BETWEEN THE

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY AND THE CITY OF SAUGATUCK

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Finance Division** ("State"), and the **City of Saugatuck** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to P.A. 166 of 2022. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: SLV

Project #: TMF-040

Amount of grant: \$221,600

% of grant federal 100%

Amount of match: none required

PROJECT TOTAL: \$221,600

Start Date: 10/1/2023

End Date: 9/15/2026

FISCAL RECOVERY FUND (FRF) ITEMS:

Recipient Type: Subrecipient

Can be used for allowable expenditures incurred on/or after: 10/1/2023

Federal Awarding Agency: US Department of Treasury

CFDA Number and Name: 21.027

FAIN Number: SLFRP0127

Research and Development Award: Yes No

SLFRF Category: 5.15 Drinking water: Other water infrastructure

SLFRF Short Name: FRF4873-TMF040

Major Program: ARPTMF

GRANTEE CONTACT INFORMATION:

Name/Title: Lauren Stanton, Mayor

Organization: City of Saugatuck

Address: 102 Butler St

City, State, ZIP: Saugatuck, MI 49453

Phone Number: (616) 970-4568

E-Mail Address: lstanton@saugatuckcity.com

Federal ID: 38-6007203

Grantee UEI Number: MC1MVE3798T5

SIGMA Vendor Number: CV0048414

Address Code (if applicable): 001

STATE'S CONTACT INFORMATION:

Name/Title: Arielle Lytkowski, Department Analyst

Division/Bureau/Office: Finance Division

Address: 27700 Donald Court

City, State, ZIP: Warren, MI 48092

Phone Number: (586) 917-5277

E-Mail Address: LytkowskiA@michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Lauren Stanton, Mayor

Signature

Name/Title

Date

FOR THE STATE:

Kelly Green, Administrator

Signature

Name/Title

Date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 10
April 1 – June 30	July 10
July 1 – September 30	Before October 10*
October 1 – December 31	January 10

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a

report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant, including Uniform Guidance for Federal Awards (2 CFR 200).

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS & SUBAWARDS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

For all Subawards - 2 CFR 200.331 – 200.333 Subrecipient Monitoring and Management All pass-through entities must:

A) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

(1) Federal award identification.

- (i) Subrecipient name (which must match the name associated with its unique entity identifier)
- (ii) Subrecipient's unique entity identifier
- (iii) Federal Award Identification Number (FAIN)
- (iv) Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency
- (v) Subaward Period of Performance Start and End Date
- (vi) Subaward Budget Period Start and End Date
- (vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient
- (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation
- (ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity

(x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)

(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity

(xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement

(xiii) Identification of whether the award is R&D; and

(xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414

(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports.

(4) (i) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:

(A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;

(B) The de minimis indirect cost rate.

(ii) The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).

(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part.

(6) Appropriate terms and conditions concerning closeout of the subaward.

B) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

(1) The subrecipient's prior experience with the same or similar subawards.

(2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of this part, and the extent to which the same or similar subaward has been audited as a major program.

(3) Whether the subrecipient has new personnel or new or substantially changed systems.

(4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

C) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in § 200.208.

D) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

(1) Reviewing financial and performance reports required by the pass-through entity.

(2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.

(3) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521.

(4) The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

E) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

(1) Providing subrecipients with training and technical assistance on program-related matters; and

(2) Performing on-site reviews of the subrecipient's program operations;

(3) Arranging for agreed-upon-procedures engagements as described in § 200.425.

F) Verify that every subrecipient is audited as required by Subpart F of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501.

G) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

(h) Consider taking enforcement action against noncompliant subrecipients as described in § 200.339 of this part and in program regulations.

H) 200.333 Fixed amount subawards

With prior written approval from the Federal awarding agency, a pass-through entity may provide subawards based on fixed amounts up to the Simplified Acquisition Threshold, provided that the subawards meet the requirements for fixed amount awards in §200.201 Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

Each eligible applicant must obtain a Unique Entity Identifier (UEI) and maintain an active registration with the Federal System for Award Management (SAM). The SAM website is: <https://www.sam.gov/SAM>.

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2)
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

Federal Audit Requirements

- (A) (2 CFR 200.501) Audit required. A non-federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program specific audit conducted for that year in accordance with the provisions of this part
- (B) (2 CFR 200.508) Auditee requirements:
 - a. Procure or otherwise arrange for the audit, if required.
 - b. Prepare appropriate financial statements, including the schedule of expenditures of Federal awards.
 - c. Promptly follow up and take corrective action on the audit findings.
 - d. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained through December 31, 2031.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

(D) Any funds received under the authorizing legislation for this program expended by the eligible applicant in a manner that does not adhere to the American Rescue Plan 117-2 or Uniform Guidance 2 CFR 200, as applicable, shall be returned to the state. If it is determined that an eligible applicant receiving funds under this act expends any funds under this act for a purpose that is not consistent with the requirements of the American Rescue Plan, Public Law 117-2, or Uniform Guidance 2 CFR 200, the state budget director is authorized to withhold payment of state funds, in part or in whole, payable from any state appropriation.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract.
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees.
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

XXIII. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION (PII) AND THE PRIVACY ACT.

In accordance with the Uniform Guidance (including but not limited to, sections §200.303 and §200.338) and the Privacy Act of 1974 (5 U.S.C. § 552a), the recipient is required to take reasonable measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

XXIV. STATUTORY CATEGORIES FOR USE OF FISCAL RECOVERY FUND (FRF)

The four statutory categories for use of FRF funds are included below as outlined in the guidance. The program design has been approved to ensure that the program meets one of the requirements below. Appendix A provides additional details on eligible uses to ensure it aligns with Treasury's guidance.

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts
- (2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work
- (3) For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency
- (4) To make necessary investments in water, sewer, or broadband infrastructure

Treasury's Final Rule details compliance responsibilities and provides additional information on eligible and restricted uses of SLFRF award funds and reporting requirements. Your organization

should review and comply with the information contained in Treasury’s Interim Final Rule, and any subsequent final rule when building appropriate controls for SLFRF award funds.

XXV. PUBLICATIONS

Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0127 awarded to The State of Michigan by the U.S. Department of the Treasury.”

Use of Funds Restrictions:

First, a recipient may not use SLFRF funds for a program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19. A program or service that imposes conditions on participation or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19 is not a permissible use of SLFRF funds.

Second, a recipient may not use SLFRF funds in violation of the conflict-of-interest requirements contained in the Award Terms and Conditions or the Office of Management and Budget’s Uniform Guidance, including any self-dealing or violation of ethics rules. Recipients are required to establish policies and procedures to manage potential conflicts of interest.

Lastly, recipients should also be cognizant that federal, state, and local laws and regulations, outside of SLFRF program requirements, may apply. Furthermore, recipients are also required to comply with other federal, state, and local background laws, including environmental laws and federal civil rights and nondiscrimination requirements, which include prohibitions on discrimination on the basis of race, color, national origin, sex, (including sexual orientation and gender identity), religion, disability, or age, or familial status (having children under the age of 18).

PROGRAM-SPECIFIC BOILERPLATE

XXVI. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.

XXIX. PREVAILING WAGE and LABOR AGREEMENT

This project is subject to the Davis-Bacon Act, 40 U S C 276a, *et seq*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over \$2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.

FEDERALLY FUNDED PROGRAM-SPECIFIC BOILERPLATE

Funds were added under sections 602 and 603 of section 9901 of the Social Security Act of section 9901 of Public Law No. 117-2, known as American Rescue Plan Act of 2021 (“ARPA”), signed into law on March 11, 2021 <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds> as the Coronavirus State and Local Fiscal Recovery Funds (“FRF”). The State of Michigan was awarded \$6.54 billion dollars under the Fiscal Recovery Fund, on May 13, 2021.

OMB Uniform Guidance for Non-federal Agencies Receiving These Funds The U.S. Department of Treasury has indicated in the Coronavirus State and Local Fiscal Recovery Fund Frequently Asked Questions that are accessible at U.S. Department of Treasury State and Local Fiscal Recovery Funds, located at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>, that the SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the “Uniform Guidance”). All reimbursements requested under this program should be accounted for with supporting documentation. Eligible applicants should maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with federal Uniform Guidance, funds received under this program shall be included on the eligible applicant’s Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant’s Single Audit.

Programs are required to follow the Uniform Guidance provisions that are included in the document. Applicants must review the eCFR Uniform Guidance at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1> for complete requirements.

The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the “Uniform Guidance”). In all instances, your organization should review the Uniform Guidance requirements applicable to your organization’s use of SLFRF funds, and SLFRF-funded projects. The following sections provide a general summary of your organization’s compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the 2022 OMB Compliance Supplement Part 3. Compliance Requirements (issued May 12, 2022).

The Award Terms and Conditions of the SLFRF financial assistance agreement sets forth the compliance obligations for recipients pursuant to the SLFRF statute, the Uniform Guidance, and Treasury’s Final Rule. Recipients should ensure they remain in compliance with all Award Terms and Conditions.

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

Project Overview:

This project involves work related to the development of the City of Saugatuck’s (Saugatuck) lead service line replacement (LSLR) program. Field verification will be conducted for approximately 229 service lines at properties where lead is suspected but not confirmed or where service line material is unknown but likely contains lead, based on Saugatuck’s knowledge of service line materials at the time of this agreement. This includes effort by contractor staff to pothole on either side of each curb stop and perform in-building investigation to document service line materials. Some locations will also be potholed at the corporation stop to determine the presence of goosenecks, which are short sections of material used for connection between the corporation stop and the service line piping. This project includes applicable restoration to original condition of potholed locations.

EGLE approved estimated project costs include:

Activity	Budget
Service Line Verification	\$221,600
Project Planning Document Development	\$0
Public Outreach/Education	\$0
Total Task: TMF LSLR	\$221,600
Total Grant Amount	\$221,600

Indirect costs are not allowed under this agreement.

Grantee
initials

Based upon guidance governing ARPA funding, EGLE has made the determination that all work pertaining to this project, including any sub-grantee activity, must be completed by September 31, 2026.

Program-specific Requirements:

- a) Non-professional contractor services should be competitively bid.
- b) A signed contract is needed for contracted services greater than \$50,000 prior to reimbursement.
- c) Tangible, permanent construction activities, including the replacement and/or repair of service lines, are not eligible for reimbursement under this grant.
- d) Projects that include funding for DWSRF project planning document development, must submit a lead service line replacement project planning document no later than Spring of 2026 (DWSRF deadline for fiscal year 2027 funding).

- e) Force account may be utilized with justification documenting the need. Force account fringe benefits are limited to 40 percent and holiday and overtime pay is not grant eligible. Utility indirect costs (rent, overhead, etc.) are not grant eligible. A detailed summary sheet(s) including name, title, hours worked, per hour compensation (show wages and fringes) of each municipal employee with time billed to the project, along with a description of the service the employee provided, is needed for reimbursement.

- f) Completion of grant funded work does not constitute approval by the Department of Environment, Great Lakes, and Energy's Drinking Water and Environmental Health Division to meet a regulatory obligation. All compliance related questions need to be directed to your district engineer. All water systems need to meet required compliance deadlines and approval and execution of this grant contract does not alter a water supply's obligation to meet compliance deadlines.

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.



City Council Agenda Item Report

FROM: Cody Hardy, Department of Public Works Assistant Supervisor

MEETING DATE: March 20, 2024

SUBJECT: City Hall Downspout/Concrete Work

DESCRIPTION:

In conjunction with the restoration of City Hall, bids have been collected to redirect the gutter downspouts of City Hall to connect to the city storm sewer. This will include the removal of concrete in front of City Hall, installation of drain lines to Butler St. culvert and pouring new concrete. Landscape restoration is not included in the bids. It is recommended to contract Kramer Services in the amount of \$12,335.00.

BUDGET ACTION REQUIRED:

N/A

COMMITTEE/COMMISSION REVIEW:

N/A

LEGAL REVIEW:

N/A

SAMPLE MOTION:

N/A



3/11/2024

City of Saugatuck public works
3338 blue star hwy.
Saugatuck, MI 49453

Hi ,

Thank you for sharing interest in Kramer Services. As requested, below is a quote with the discussed services valid for 21 days. Please let us know if you have any questions. We look forward to working with you!

Estimate #2943

Service Name	Estimate Description	Quantity	Rate	Amount
Miscellaneous	concrete demo around city hall (10 yards removed)	1	2300.00	2300.00
Drainage	labor and machine time to install Drainage. 4 inch pvc pipe installed to 4 down spout drains and tied into storm drain in front of building.	1	3200.00	3200.00
Drainage	Drainage material 200 of 4 inch pvc pipe, misc. fitting, glue, 1 bag of concrete mix	1	875.00	875.00
Miscellaneous	pouring of concrete that was removed 745 sq. ft. 4 inches thick	1	5960.00	5960.00
			Total	\$12,335.00

By signing I accept and agree to pay the above estimate upon completion and acknowledge that any payments made with a credit card over \$2,500 will have a 3% fee added to them.

Name: _____ Date: _____

Signature: _____

Thank you for your business!

P.O. Box 883
Douglas, MI 49406

269-251-4943 info@kramerservices.com



55365 M43
Bangor, MI 49013
Office: 269.767.0941

Scott Krohn
269.217.8910

Jason Krohn
269.352.7999

Steve Krohn
616.836.1942

October 4, 2023

City of Saugatuck City Hall Downspouts

Price includes:

Mobilization of equipment
Barricades/barrels as needed
Sawcut and remove concrete (apr. 659 sft)
Manhole tap 2 ea.
Install 6" pipes to both sides of building w/4" downspouts connectors
Cleanouts at end of main lines 2 ea.
659 sft. of 4" concrete
Total \$18,500.00

Note: No restoration/landscaping included
Vactor truck included to help locate utilities
If city does concrete work, deduct \$4300.00

Thanks


Steve Krohn
Krohn Excavating LLC



Grounds Management Solutions
 6166 124th. Ave.
 PO Box 1034
 Fennville, MI 49408

NAME / ADDRESS
City of Saugatuck 102 Butler St. PO Box 86 Saugatuck, MI 49453

Proposal	
DATE	Proposal #
1/19/2024	466

DESCRIPTION	QTY	COST	TOTAL
*** Village Hall Project ***			
Labor - Remove / Recycle Concrete - Front Walk & Culvert St. Panels as Described	1	2,800.00	2,800.00
Labor - Additional Sand / Grade / Compact as needed / Pour new Concrete to replace	1	8,150.00	8,150.00
Labor - Trench & Install Gutter Drain Lines to Butler Street Culvert / Tap Culvert / Mortar Repair Drain Line Taps / Backfill & Compact Drain Line Trenches	1	8,700.00	8,700.00
4" PVC Sch 40 Belled End Pipe	1	1,530.00	1,530.00
Delivery Fee	1	150.00	150.00
4" PVC Sch 40 Fittings	1	474.00	474.00
Misc. - Glue / Mortar / Ect.	1	152.00	152.00
		TOTAL	\$21,956.00



City Council Agenda Item Report

FROM: Ryan Cummins, Interim City Manager

MEETING DATE: March 25, 2024

SUBJECT: Cemetery Services Agreement Extension

DESCRIPTION:

Saugatuck Township has requested to renew the expired agreement for cemetery services. This agreement allows City residents to purchase burial and cremation plots at the in-district rate (\$120), which is significantly lower than the out-of-district rate (\$2,000). In exchange, the City contributes a share of the cemetery's lawn care costs based on population.

Costs:

- The City's share is for lawn care only and does not include other cemetery operations or future capital improvements. The lawn care cost under the two-year extension will be less than the prior two years.

Benefits:

- City residents will continue to save substantially on burial and cremation plots.

Attached is the previous agreement and proposed extension.

LEGAL REVIEW:

Legal has reviewed and has no concern with the extension language.

SAMPLE MOTION:

Motion to approve the cemetery services agreement extension between Saugatuck Township and the City of Saugatuck.

CEMETERY SERVICES AGREEMENT

THIS CEMETERY SERVICES AGREEMENT ("Agreement") is made as of Jan 12, 2021, between Saugatuck Township, a Michigan general law township, the business address of which is 3461 Blue Star Hwy, Saugatuck Michigan 49453 ("Township") and the City of Saugatuck, a Michigan home rule city, the business address of which is 102 Butler Street, Saugatuck, Michigan 49453-0086 ("City").

RECITALS

A. Act No. 113 of the Public Acts of 1915 authorizes a municipal corporation to join with another to operate, perform or provide a service which each has the power to provide separately.

B. The Township and the City are authorized to acquire, operate, and perpetually maintain cemeteries.

C. The City does not have a cemetery. The Township is the owner of two cemeteries within the Township, known as Riverside Cemetery and Douglas Cemetery (collectively, the "Cemeteries"). For a number of years, the City and Township have shared the costs of operating the Cemeteries, in exchange for which City residents are treated identically to Township residents for purposes of acquiring burial grounds and operations.

D. The Township and City desire to contract to share in the costs of lawn care maintenance of the Cemeteries; in exchange for which City residents will be treated identically to Township residents for purposes of acquiring burial grounds and operations.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the sufficiency of which is acknowledged, the parties agree as follows:

1. Provision of Cemetery Services. During the term of this Agreement the Township will provide the following cemetery services to residents of the City on terms identical to those afforded to residents of the Township: operation and improvement of the Cemeteries; the provision of care for graves in the Cemeteries; and, permitting the purchase and maintenance of burial sites and rights at Township taxpayer/resident rates.

2. Other Terms of Services. The Cemeteries shall be available for use by City and Township residents subject to such rules, regulations and charges pertaining to the use of the Cemeteries established by the Township Board and consistent with the terms of this Agreement, and the availability of the Cemeteries shall be the same for each entity and their constituents. Without limitation, City residents will pay the same rates for grave burial rights as Township taxpayer/residents.

3. Administration and Operation. Except as expressly provided in this Agreement, the Township shall be responsible for administering, operating and maintaining all aspects of the Cemeteries including, without limitation, an obligation to maintain all requisite insurance coverages, provide training for all associated personnel, record keeping, selling of burial rights, grounds maintenance, and grave marking for burials cremains. The City shall be provided with monthly reports for burials made by the Township during the term of this Agreement. The Township and its personnel providing services under the terms of this Agreement are independent contractors and shall not be regarded as employees of the City for any purposes.

4. No Assumption of Liability. It is expressly understood and agreed that the City shall not incur any liability in having the Township provide cemetery services under the terms of this Agreement or in any manner incident thereto. It is further the express intent of the parties that in providing these cemetery services the parties are engaged in an essential governmental function.

5. Compensation. As compensation for the services described in paragraphs 1 and 3 above, which the Township has been providing without compensation from the City since a prior iteration of this Agreement expired on March 31, 2021, the City shall make the following payments to the Township:

On or before February 10, 2022 - \$6,067.21

On or before February 10, 2023 - \$6,431.24

These sums are intended to represent the City's proportionate share of costs incurred by the Township during the period between July 1, 2021, and the expiration of this Agreement.

6. Release and Waiver. The Township, on behalf of itself, its agents, assigns, employees and officers, waives the right to assert any and all rights, claims, damages or causes of action against the City, its employees, officers, agents, successors and assigns (collectively and individually, the "City Parties") and fully release and discharge the City Parties from any and all rights, claims, damages or causes of action which Township now has or may have, whether known or unknown, of any kind or nature whatsoever, against the City Parties arising out of or connected in any manner with burials or similar services provide by the Township for or on behalf of City residents (whether pursuant to contract or otherwise) prior to the date of this Agreement or involving actions or omissions by the Township, its officers, employees or agents in providing cemetery services or otherwise operating the Cemeteries during the term of this Agreement.

7. Term. This Agreement shall be effective as of the first date stated above and shall be for a term for two years (July 1, 2021 until June 30, 2023) .

8. Sole Agreement. This Agreement is the only agreement or contract between the parties with respect to the matters referred to herein and no other agreements or understandings of any kind or nature shall be binding on the parties.

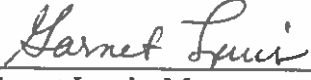
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed pursuant to authority granted by their respective governing bodies, on the day and year first above written.

TOWNSHIP OF SAUGATUCK

By:  _____, Supervisor *Candy Osman*

By:  _____ Clerk

CITY OF SAUGATUCK

By:  _____
Garnet Lewis, Mayor

By:  _____
Jamie Walters Clerk

CEMETERY SERVICES AGREEMENT EXTENSION

This Cemetery Services Agreement Extension (the "Extension") is made between Saugatuck Township and the City of Saugatuck.

TERMS AND CONDITIONS

- 1. In exchange for the consideration required by this Extension, the Cemetery Services Agreement signed by the parties on January 12, 2022 (the "Agreement") is hereby extended through June 30, 2025.
- 2. This Extension shall be retroactive back to the date of the Agreement's expiration (June 30, 2023) to the fullest extent permissible by law.
- 3. As compensation of services performed by the Township in the Extension term, the City shall pay the Township in accordance with the following schedule:
 - On or before March 31, 2024 - \$6,000 for services rendered between July 1, 2023 and June 30, 2024
 - On or before March 31, 2025 - \$6,000 for services rendered between July 1, 2024 and June 30, 2025
- 4. All other provisions of the Agreement shall remain in full force and effect to the extent not inconsistent with this Extension.

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

SAUGATUCK TOWNSHIP

CITY OF SAUGATUCK

By: _____
Abby Bigford, Supervisor

By: _____
Lauren Stanton, Mayor

By: _____
Rebecca Israels, Township Clerk

By: _____
Jamie Wolters, City Clerk

Date signed: _____, 2024

Date signed: _____, 2024



City Council Agenda Item Report

FROM: Ryan Cummins, Director of Planning and Zoning

MEETING DATE: March 25, 2024

SUBJECT: Short-Term Rental, Noise, and Zoning Fines

DESCRIPTION:

The City’s Short Term Rental Task Force met for several months and finalized its report at the end of September. The Planning Commission discussed the Task Force recommendations for several months and recommended several ordinance changes, including zoning amendments, a STR police-powers licensing ordinance, and noise ordinance amendments. The City Council approved the recommended ordinances at their regular meeting on February 29.

The STR Task Force recommended the following:

Encourage the review of assessing monetary fines/fees to property owners who are in violation of the short-term rental ordinance and Saugatuck Township Fire District requirements. Such fines/fees would be tracked in an enforcement database.

Many of the City’s existing fines have not been updated in several years. Fines for the new STR licensing ordinance should also be established. Staff recommends the following:

Violation	Current Fine	Recommended Fine
Renting Dwelling Unit Less than 31 Days without STR License	Not Established – New Ordinance	1 ST Violation - \$1,500 2 nd Violation - \$3,000 3 rd Violation - \$5,000
Exceeding Maximum STR Occupancy	Not Established – New Ordinance	1 ST Violation - \$500 2 nd Violation - \$1,000 3 rd Violation - \$2,500

STR Not Compliant with Zoning	Not Established – New Ordinance	1 ST Violation - \$500 2 nd Violation - \$1,000 3 rd Violation - \$2,500
Failure to Remedy	Not Established – New Ordinance	1 ST Violation - \$250 2 nd Violation - \$500 3 rd Violation - \$1,000
Fraudulent Complaint about STR	Not Established – New Ordinance	1 ST Violation - \$250 2 nd Violation - \$500 3 rd Violation - \$1,000
STR Violating Standards and Regulations – All Others	Not Established – New Ordinance	1 ST Violation - \$250 2 nd Violation - \$500 3 rd Violation - \$1,000
Unlawful Noise	1 ST Violation - \$25 2 nd Violation - \$100 3 rd Violation - \$250	1 ST Violation - \$150 2 nd Violation - \$300 3 rd Violation - \$500
Zoning Code	1 ST Violation - \$100 2 nd Violation - \$300 3 rd Violation - \$500	1 ST Violation - \$250 2 nd Violation - \$500 3 rd Violation - \$1000

The zoning fines would be updated to be the same amount as current building code violations.

The more egregious STR violations are shown as having a higher fine amount. For reference, the City of Muskegon recently updated its STR enforcement plan and fines and set STR fine amounts very similarly - \$250 for a first violation, \$500 for a second violation, and \$1,000 for a third violation.

Attached is a resolution establishing STR fees and an amendment to Sec. 10.21(D) of the City Code updating the City’s schedule of fines, consistent with the chart above.

LEGAL REVIEW:

The fine recommendations have been discussed with the City Attorney. The City Attorney prepared the draft resolution and ordinance.

SAMPLE MOTION:

Motion to approve Resolution No. ____ establishing fines for short-term rental ordinance violations.

Motion to approve Ordinance No. _____ amending the schedule of fines in the City code.

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

RESOLUTION NO. _____

**A RESOLUTION ESTABLISHING FINES FOR SHORT-TERM RENTAL ORDINANCE
VIOLATIONS**

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

RECITALS

WHEREAS, the City of Saugatuck (the “City”) has adopted a Short-Term Rental Licensing Ordinance (No. 240229-B); and

WHEREAS, the Short-Term Rental Licensing Ordinance (the “STR Licensing Ordinance”), Section 99.62(A), provides that the City Council will, by resolution, establish civil fines for violations the City’s short-term rental (“STR”) regulations; and

WHEREAS, pursuant to Public Act 236 of 1961, as amended, being MCL 600.8701 through 600.8735, and Section 10.21 of the City Code, the City has the authority to establish and amend a schedule of fines for ordinance violations; and

WHEREAS, the City has determined the appropriate fines for violations of the STR Licensing Ordinance and wishes to establish those fines herein.

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council hereby approves the establishment of a Schedule of Fines for violations of the Short-Term Rental Licensing Ordinance (No. 240229-B) and other applicable provisions of the City Code pertaining to short-term rentals.
2. *Schedule of Fines for Violations of the STR Licensing Ordinance.* The following schedule of fines is hereby adopted by the City Council for the City of Saugatuck for violations of Short-Term Rental Licensing Ordinance (No. 240229-B) and other violations of the City Code pertaining to short-term rentals:

(Remainder of page is intentionally left blank)

Violation	Fine
Violation of §99.54: Unlicensed STR	1 st Violation - \$1,500 2 nd Violation - \$3,000 3 rd Violation - \$5,000
Violation of §99.57(A): Exceeding Maximum STR Occupancy	1 st Violation - \$500 2 nd Violation - \$1,000 3 rd Violation - \$2,500
Violation of §99.57(F): STR Zoning Violation	1 st Violation - \$500 2 nd Violation - \$1,000 3 rd Violation - \$2,500
Violation of § 99.60: Failure to Remedy Violation	1 st Violation - \$250 2 nd Violation - \$500 3 rd Violation - \$1,000
Violation of § 99.61(G): Fraudulent Complaint about STR	1 st Violation - \$250 2 nd Violation - \$500 3 rd Violation - \$1,000
All other violations of Chapter 99.5	1 st Violation - \$250 2 nd Violation - \$500 3 rd Violation - \$1,000

3. This schedule of fines may be updated or amended from time to time by resolution of the City Council.
4. All resolutions and parts of resolutions in conflict herewith are, to the extent of such conflict, repealed.

YEAS: Council Members: _____

NAYS: Council Members: _____

ABSTAIN: Council Members: _____

ABSENT: Council Members: _____

ADOPTED this ____ day of _____, 2024

CITY OF SAUGATUCK

BY: _____

Lauren Stanton, Mayor

BY: _____
Jamie Wolters, City Clerk

CERTIFICATION

I, Jamie Wolters, the duly appointed clerk of the City of Saugatuck do hereby certify the foregoing is a true and complete copy of a resolution adopted by the City Council at a regular meeting held _____, 2024.

Signed: _____
Jamie Wolters, City Clerk

**CITY OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN**

AMENDMENT TO SCHEDULE OF FINES IN CITY CODE

ORDINANCE NO. ____

At a meeting of the City Council of the City of Saugatuck, Allegan County, Michigan, held at the City of Saugatuck Hall on _____, 2024 at _____ p.m., City Council Member _____ moved to adopt the following ordinance, which motion was seconded by City Council Member _____.

An Ordinance to amend the City of Saugatuck City Code, Title I, Chapter 10, Section 10.21(D) to update the City's Schedule of Fines to, among other things, adopt a schedule of fines for short-term rental ordinance violations, for unlawful noise violations, and to amend the existing schedule as to nuisance violations under the zoning code to better protect the public health, safety, and general welfare of the City, its residents, and visitors.

THE CITY OF SAUGATUCK, ALLEGAN COUNTY, ORDAINS:

SECTION 1: AMENDMENT TO TITLE I, CHAPTER 10, SECTION 10.21(D) OF THE CITY CODE. The City of Saugatuck Code of Ordinances, Title I, Chapter 10, Section 10.21(D) shall be amended and will now read as follows:

(D) *Schedule of fines established.*

(1) A schedule of civil fines payable at the Bureau for admissions of responsibility by persons served with municipal ordinance violation notices is hereby established. The fines for the violations listed below shall be as follows.

<i>Chapter</i>	<i>Ordinance Name/Type of Violation</i>	<i>Fine for First Violation</i>	<i>Fine for Second Violation</i>	<i>Fine for Third or Any Subsequent Violation</i>
<u>Ch. 50</u>	Garbage and Rubbish	\$25	\$100	\$250
<u>Ch. 72</u>	Toy Vehicles (Skateboards)	\$25	\$100	\$250
<u>Ch. 91</u>	Animals	\$25	\$100	\$250

Ch. 93	Inoperable Motor Vehicles	\$25	\$100	\$250
Ch. 94	Nuisances	\$25	\$100	\$250
Sec. 94.04	Unlawful Noise	\$150	\$300	\$500
Ch. 96	Streets and Sidewalks	\$25	\$100	\$250
Sec. 99.5	Short-Term Rentals: Unlicensed STR	\$1,500	\$3,000	\$5,000
Sec. 99.5	Short-Term Rentals: Exceeding Maximum Occupancy; STR Zoning Violation	\$500	\$1,000	\$2,500
Sec. 99.5	Short-Term Rentals: Failure to Remedy Violation; Fraudulent STR Complaint; All Other Violations	\$250	\$500	\$1,000
Ch. 110	Business License	\$100	\$300	\$500
Ch. 112	Garage Sales	\$25	\$100	\$250
Ch.150	Building Code	\$250	\$500	\$1,000
Ch.150	International Fire Code	\$250	\$500	\$1,000
Ch. 151	Flood Damage Prevention	\$250	\$500	\$1,000
Ch. 152	Historic District	\$100/\$2,500	\$300/\$3,000	\$500/\$5,000

Ch. 153	Subdivision Regulations	\$250	\$500	\$1,000
Ch. 154	Waterfront Construction	\$250	\$500	\$1,000
Ch. 154	Zoning Code	\$250	\$500	\$1,000

SECTION 2: REPEAL. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 3: SEVERABILITY. If any section, clause, or provision of this Ordinance be declared unconstitutional or otherwise invalid by a court of competent jurisdiction, said declaration shall not affect the remainder of the Ordinance. The City Council hereby declares that it would have passed this Ordinance and each part, section, subsection, phrase, sentence and clause irrespective of the fact that any one or more parts, sections, subsections, phrases, sentences, or clauses be declared invalid.

SECTION 4: EFFECTIVE DATE. This Ordinance shall become effective immediately upon publication.

YEAS: _____

NAYS: _____

ABSENT/ABSTAIN: _____

ORDINANCE DECLARED ADOPTED.

 Lauren Stanton
 City of Saugatuck, Mayor

CERTIFICATION

I, Jamie Wolters, being the duly elected and acting Clerk of the City of Saugatuck, Allegan County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of an Ordinance duly adopted by the City Council at a regular meeting held on _____, 2024, at which meeting a quorum was present and remained throughout, (2) that an original thereof is on file in the records of the City, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

Jamie Wolters, City Clerk

Date



City Council Agenda Item Report

FROM: Ryan Cummins, Interim City Manager

MEETING DATE: March 20, 2024

SUBJECT: Potential Donor for Airport Property Improvements

DESCRIPTION:

Last year, the Parks and Public Works Committee and City Council prioritized evaluating the “Airport Property” that it owns in Saugatuck Township. This property is approximately 170 acres and is located in the area of 63rd St and 134th Ave. Work last year included:

- A phase 1 environmental assessment.
- An ecological evaluation
- A sustainability evaluation.
- A trail map overview.
- Planning sessions including strengths, opportunities, aspirations and results.
- Evaluating liability and ADA requirements for rustic trails.
- An initial zoning inquiry.

The Outdoor Discovery Center has since provided a proposal to:

- Develop trails and signage.
- Create a trailhead.
- Create a parking area.
- Combat invasives and restore habitat.
- Potentially place a conservation easement over a portion of the property.

The estimated costs for this proposal are \$130,000. It does not include permitting/environmental/utilities.

A donor has approached members of the Parks and Public Works Committee with interest in fully funding the proposal.

City Council listed the Airport Property as a level 3, acceptable, priority for 2024 under the parks and recreation category.

Staff is seeking direction from City Council on whether you wish to engage in further discussions with the donor and their interest in funding the above proposal items.

A few items to consider:

- Making the property a park and having a formal trail system will require zoning approval by Saugatuck Township.
- If the City's costs for public improvements for this project exceed \$10,000, formal bidding will be required.
- If a donation is accepted, a donor may have an expectation that the property be maintained for the donated purpose for a certain period of time.
- If conservation easements are pursued, this will place limits on future use of portions of the property.
- Creating additional park space will require staff time in emptying trash and ongoing maintenance of trails, signage, and parking areas.
- If the donation is not accepted, and there is a desire for these improvements, the City may have to fund them on its own.

Additional options include:

- Seek an appraisal of the property.
- Do nothing at this time.

LEGAL REVIEW:

N/A at this time.

SAMPLE MOTION:

N/A – Workshop discussion item.

City of Saugatuck Former Airport Property



**RESTORING THE LOWER KALAMAZOO
RIVER WATERSHED AND CONNECTING
WITH COMMUNITY**

ABOUT THE ODC NETWORK

The ODC Network is a registered 501(c)(3) non-profit organization that strives to advance outdoor education and conservation in West Michigan. Since 2000, ODC Network has served more than 1.3 million people through hands-on, outdoor learning experiences and conserved thousands of acres of native habitat through restoration and preservation projects. We operate 12 business divisions with the vision to build a better community by connecting people, land and nature.

We are...

- pioneering nature-based education by changing how and where learning happens. The ODC Network provides nature-based education for all ages through early childhood centers, partnerships with local k-12 schools, and community programs.
- protecting natural ecosystems by promoting, preserving, and restoring natural habitats. The ODC Network has conserved thousands of acres of habitat through restoration and preservation projects.
- providing outdoor access through improving our community's connection to the natural world. Our nature preserves are free and open to the public from dawn to dusk 365 days a year.

KALAMAZOO RIVER GREENWAY

The ODC Network was commissioned in 2018 with a grant from the Michigan Department of Environmental Quality to develop a master plan for a Kalamazoo River Greenway. The Kalamazoo River Greenway aims to connect Allegan county communities via a greenway corridor addressing environmental restoration and conservation and create opportunities for recreation and education. The plan is designed to serve as a guide for the development and upkeep of ecological, recreational, and educational assets along the Kalamazoo River in Allegan County.

ODC Network owns two properties within this area. The first is a 65 acre natural area along the Rabbit River in Hamilton. This ecologically diverse property is home to a variety of native flora and fauna as well as unique natural features. The second is a nearly 300 acre property where the Kalamazoo and Rabbit Rivers intersect. The conservation land management services of the ODC Network protect both properties' rich biodiversity and increase their ecological value.



FORMER AIRPORT PROPERTY

The City of Saugatuck former airport property consists of nearly 170 acres located along a significant mosaic of greenspace within the Kalamazoo River corridor. The site offers a diverse range of habitats including mature expanses of Mesic Southern Forest, Floodplain Forest, a biodiverse river corridor, and several vernal pools. Habitats such as these face substantial challenges including development pressures and invasive species growth.

The ODC Network would work with the City of Saugatuck, as well as local governing entities, to determine the best design and timeline for the site. We believe that the community can not only preserve this special greenspace, but also increase its accessibility for residents and visitors. To catalyze this process, the ODC proposes to oversee a multifaceted project, including permanent legal conservation, a defined trail system, a scenic overlook, new trailhead with site map and interpretation, and an established parking area with entrance signage.

PROJECT COMPONENTS



POSSIBLE TRAIL ROUTE



BUDGET

Line Item	Cost
Conservation Easement	\$20,000
Trailhead	\$20,000
Parking Area	\$40,000
Trail Development and Signage	\$15,000
Invasives/Habitat Restoration	\$35,000
Total Cost:	\$130,000
Additional Options	
Security Gate	\$15,000
Overlook	\$30,000
Total Cost: (including optional)	\$175,000

Not included:

- Lighting
- Permitting/Environmental/Utilities

**Individual budget items subject to change*



To learn more, contact us:

david@outdoordiscovery.org

4214 56th Street • Holland, MI • 49423

(616) 393-9453



Ecological Evaluation of “Former Airport Property”



This report was created for:

City of Saugatuck
102 Butler St, Saugatuck, MI 49453

Project Background

The ODC Conservation Services team conducted an ecological evaluation of the City of Saugatuck-owned “Former Airport” property (parcel #'s: 20-002-027-00 and 20-260-002-00). Survey work for the ecological evaluation began on **June 2, 2023** and continued through **July 31, 2023**. The purpose of the ecological evaluation was to assess the current state of ecological health of the existing natural communities and to provide direction for future land-use decisions on the property. The ecological evaluation process involved the identification of distinct natural communities on the site, along with outlining the following criteria for each unit:

- General ecological site description and inventory of natural features
- Description of each natural community including:
 - Landscape context and natural processes
 - General inventory of native plant communities including canopy, understory, and forb/graminoid layer
 - Documentation of high-quality native plant species (coefficient of conservatism rankings between 7-10)
 - Documentation of observed (and potential) wildlife including: state threatened (T), endangered (E), and species of special concern (SC)
 - Documentation of invasive species, pests, and ecological threats
 - Identification of potential ecological restoration and outdoor education opportunities

Executive Summary

The reviewed property consists of 169.1 total acres located along a significant mosaic of greenspace within the Kalamazoo River corridor. The site offers a diverse range of habitats including mature expanses of Mesic Southern Forest, Floodplain Forest, a biodiverse river corridor, several vernal pools, and multiple non-natural communities facing substantial anthropogenic disturbance. Based on our findings detailed below in this report, we recommend any future development and/or recreational amenities should remain on the western half of the property which is of lower ecological quality. The eastern half of the property consists almost entirely of high-quality habitat that should be preserved to the greatest extent possible. Pockets of invasive species should be prioritized for management throughout the entire property in order to prevent the eventual displacement of these high quality plant communities.

Site Description

The property under review is situated directly east of the intersection of 63rd St and 134th Ave in Saugatuck. The property has a long history of anthropogenic disturbance including a brief stint as an airport, a snowmobile club and trail system, as well as a current storage area for DPW lawn waste and other materials. The extensive history of anthropogenic disturbance is most obvious on the western half of the property, where a plethora of invasive and noxious, disturbance-prone species can be found. Despite this concern, the property also harbors several high-quality natural areas as we move east throughout the property including a rich creek corridor, hemlock-dominated slopes leading to the creek, large tracts of mature forest with old growth oaks, multiple vernal pools, and several pockets of high-quality wet woods. Although invasive species are dense on the western half of the property, the presence of this wide range of high-quality habitats warrants a concerted management effort to discourage the spread of invasive species and preserve the integrity of the high-quality natural areas of the property.

Site Information

Property Size:

169.1 acres

Topography:

Substantial elevation changes from upland (680') to lower-lying areas of Silver Creek (600') on the east side of the property

Watershed:

Kalamazoo

Corridor Component:

One of a number of connected recreational areas along Silver Creek

Historical Land Use:

Previously owned and operated as a small airport in the 1920's

Former snowmobile/UTV recreation club for a period of time (trails throughout)

Active storage area for DPW on SW corner of the property

Disturbance Comments:

Frequent anthropogenic disturbance has led to an increase in invasive and noxious species in the DPW storage area, the old airport runway, and in general on the western half of the property

Ecological Community Information

Pre-settlement Communities:

Hemlock-Beech-Sugar Maple Forest, Mixed Hardwood Swamp

Present Communities:

Mesic Southern Forest, Floodplain Forest, Ruderal Pine Forest, Disturbed Wet Prairie

Maturity:

Mature canopy on eastern half of the property with pockets of middle-aged and early successional on the western half

Total Species Recorded:

102 in less disturbed areas

88 in heavily disturbed areas

***NOTE:** FQI recorded in two separate units due to the high prevalence of non-native species in the disturbed areas on the western half of the property

Floristic Quality Index (FQI):

41.4 in less disturbed areas

12.2 in heavily disturbed areas

***General scale:** 1-19 = low quality, 20-35 high quality, 35+ = exceptional

Notable Elements:

16 plants with a coefficient of conservatism (CC) of 7 or higher

Ecological Site Description and Natural Features

1. Topography

The property has notable changes in elevation as we move east through the property. The peak elevation is 680' on the NW portion of the unit, with 600' being the low point of Silver Creek. The creek corridor is prone to frequent flooding events due to the presence of the creek, a high-water table, and notable elevation changes.

2. Hydrology

Silver Creek flows south through the eastern transect of the property meandering through the pockets of floodplain forest. Several ravines and seepage areas dot the slopes leading down to Silver Creek.

3. Present Natural Communities (see Appendix A)

- Mesic Southern Forest
- Floodplain Forest/Hemlock Transitional Zone
- Disturbed & Non-natural Communities:
 - Disturbed Wet Prairie
 - Ruderal Pine Forest
 - Disturbed Storage Lot

4. High Quality Plant Species (*CC = Coefficient of Conservatism)

- Fox grape (*Vitis labrusca*) *CC of 7
- Red trillium (*Trillium erectum*) *CC of 7
- Blackhaw (*Viburnum prunifolium*) *CC of 7
- Spicebush (*Lindera benzoin*) *CC of 7
- Yellow birch (*Betula alleghaniensis*) *CC of 7
- Red baneberry (*Actaea rubra*) *CC of 7
- Spotted wintergreen (*Chimaphila maculata*) *CC of 8
- Plantain-leaf sedge (*Carex plantaginea*) *CC of 8
- Rue anemone (*Thalictrum thalictroides*) *CC of 8
- American cancer root (*Orobanche uniflora*) *CC of 8
- Flowering dogwood (*Cornus florida*) *CC of 8
- Joe-pye weed (*Eutrochium fistulosum*) *CC of 8
- Lizard's tail (*Saururus cernuus*) *CC of 9
- Tulip tree (*Liriodendron tulipifera*) *CC of 9
- Paw Paw (*Asimina triloba*) *CC of 9
- Toadshade (*Trillium sessile*) *CC of 9
- American chestnut (*Castanea dentata*) *CC of 9

5. Non-native/Invasive Species

- Black locust (*Robinia pseudoacacia*)
- Tree-of-Heaven (*Ailanthus altissima*)
- Multiflora rose (*Rosa multiflora*)
- European privet (*Ligustrum vulgare*)
- Japanese barberry (*Berberis vulgaris*)
- Purple loosestrife (*Lythrum salicaria*)
- Garlic mustard (*Alliaria petiolata*)
- Canada thistle (*Cirsium arvense*)
- Autumn olive (*Elaeagnus umbellata*)
- Spotted knapweed (*Centaurea stoebe*)
- Asian bittersweet (*Celastrus orbiculatus*)
- Japanese knotweed (*Fallopia japonica*)
- Creeping myrtle (*Vinca minor*)
- Honeysuckle (*Lonicera tatarica*)
- Phragmites (*Phragmites australis*)
- Glossy buckthorn (*Frangula alnus*)
- Reed canary grass (*Phalaris arundinacea*)
- Sweet clover (*Melilotus spp.*)
- Dame's rocket (*Hesperis matronalis*)

Description of Natural Communities (see Appendix A for map):

1. Mesic Southern Forest

- **Landscape Context/Natural Features:**

Mesic Southern Forest is a beech-maple dominated community that typically occurs on moraine and glacial outwash areas in close proximity to the Great Lakes. Gap phase dynamics from periodic severe weather events is the main process that promotes canopy regeneration in this system. The mosaic of old growth oaks in conjunction with recent recruitment of primarily younger beech and maple saplings supports this history of small-scale weather related disturbance. A matrix of long-lived, middle-aged, and early successional forest is found throughout this system.

- **Native Plant Community:** Mesic-Southern Forest occupies the majority of the property until the terrace/Hemlock transitional zone of the floodplain forest is reached on the eastern

portion. It is situated along on the upland portions of the slopes west of the creek following the areas of more well-drained soil. The canopy layer is quite diverse here with the dominant species observed being American beech (*Fagus grandifolia*) and sugar maple (*Acer saccharum*). Abundant canopy associates include: yellow poplar (*Liriodendron tulipifera*), bitternut hickory (*Carya cordiformis*), white oak (*Quercus alba*), red oak (*Quercus rubra*), blue beech (*Carpinus caroliniana*), and ironwood (*Ostrya virginiana*). Young saplings of beech, maple, elm, and ironwood trees are common. American-cancer root (*Conopholis americana*), and beech-drops (*Epifagus virginiana*) are native, beneficial, parasitic species that are also quite common. The soil is dense with leaf litter and organic matter which harbors a rich network of fungi as well. The shrub layer consists mainly of witch hazel (*Hamamelis virginiana*), spicebush (*Lindera benzoin*), prickly gooseberry (*Ribes cynosbati*), with a few scatterings of both pawpaw (*Asimina triloba*) and flowering dogwood (*Cornus florida*) on the east side. Virginia creeper (*Parthenocissus quinquefolia*), green briar (*Smilax spp.*), and poison ivy (*Toxicodendron radicans*) make up the majority of woody vine species. The ground/forb layer offers several high-value native species and a variety of spring ephemerals including: squirrel corn (*Dicentra canadensis*), Dutchman's breeches (*D. cucullaria*), spring beauty (*Claytonia virginica*), wild geranium (*Geranium maculatum*), yellow trout lily (*E. americanum*), sharp-lobed hepatica (*Hepatica acutiloba*), May apple (*Podophyllum peltatum*), common trillium (*Trillium grandiflorum*), sessile trillium (*Trillium sessile*), bloodroot (*Sanguinaria canadensis*), and Canada Mayflower (*Maianthemum canadense*). Several sedge species (*Carex albursina*, *C. arctata*, *C. blanda*) and fescue/bluegrasses fill in pockets of the understory during summer months. Baneberries (*Actaea pachypoda* and *A. rubra*), wreath goldenrod (*Solidago caesia*), and several fern species are also common later in the growing season. The problematic invasive species that have infiltrated this community are autumn olive (*Elaeagnus umbellata*), Japanese barberry (*Berberis thunbergii*), multiflora rose (*Rosa multiflora*), garlic mustard (*Alliaria petiolata*), and Asian bittersweet (*Celastrus orbiculatus*).

- **High Quality Plant Species:**

- Blackhaw (*Viburnum prunifolium*) *CC of 7 (state special concern)
- Spicebush (*Lindera benzoin*) *CC of 7
- Red baneberry (*Actaea rubra*) *CC of 7
- Spotted wintergreen (*Chimaphila maculata*) *CC of 8
- Plantain-leaf sedge (*Carex plantaginea*) *CC of 8
- Rue anemone (*Thalictrum thalictroides*) *CC of 8
- American cancer root (*Orobancha uniflora*) *CC of 8
- Flowering dogwood (*Cornus florida*) *CC of 8
- Tulip tree (*Liriodendron tulipifera*) *CC of 9
- Toadshade (*Trillium sessile*) *CC of 9 (state threatened)
- American chestnut (*Castanea dentata*) *CC of 9 (state endangered)

- **Observed and Potential Wildlife Habitat:**

- This high-quality plant community provides habitat for wood thrush, warblers, tanagers, barred owl, pileated woodpecker, hawks, squirrels, chipmunks, rabbits, white-tailed deer, fox, raccoon, opossum, turkey, as well as diverse array of songbirds. Salamanders, frogs, aquatic invertebrates, and other amphibians seek refuge in the scattered vernal pools.
- Habitat is suitable for a variety of potential rare wildlife including:
 - *Accipiter cooperii* (Cooper's hawk, state special concern)
 - *Accipiter gentilis* (northern goshawk, state special concern)
 - *Ambystoma opacum* (marbled salamander, state threatened)
 - *Ambystoma texanum* (small-mouthed salamander, state endangered)
 - *Buteo lineatus* (red-shouldered hawk, state threatened)
 - *Dendroica cerulea* (cerulean warbler, state special concern)
 - *Elaphe o. obsoleta* (black rat snake, state special concern)
 - *Emydoidea blandingii* (Blanding's turtle, state special concern)

- *Microtus pinetorum* (woodland vole, state special concern)
- *Nicrophorus americanus* (American burying beetle, federal/state endangered)
- *Protonotaria citrea* (prothonotary warbler, state special concern)
- *Seiurus motacilla* (Louisiana waterthrush, state special concern)
- *Terrapene c. carolina* (eastern box turtle, state special concern)
- *Wilsonia citrina* (hooded warbler, state special concern)
- **Potential Invasive Species, Pests, Ecological Threats:**
 - Small pockets of invasive species pose the largest threat that could reduce biodiversity if left unchecked.
 - Management of Japanese barberry and Asian bittersweet.
 - Hemlock Woolly Adelgid (HWA) is imminent and should be prepared for treatment.
- **Outdoor Education Opportunities:**
 - Hiking/biking trails – existing infrastructure footprint could be utilized.
 - Pole barn could be retrofit into a welcome area/parking/restrooms/etc. and would be separate from DPW storage area.
 - Bird watching opportunities.
 - Plant identification/interpretive signage throughout.
 - Connection to other nearby trails.
- **Ecological Restoration Opportunities:**
 - Removal of non-native/invasive plant species to help protect the high-quality Mesic Southern Forest and Floodplain Forest on the east side of the property.
 - Especially Asian bittersweet, considering its ability to spread rapidly and to girdle trees causing eventual mortality.



Figure 1: Photo of Mesic Southern Forest community with high-quality ephemeral forb layer consisting of May apple (*Podophyllum peltatum*) and wild geranium (*Geranium maculatum*).

2. Floodplain Forest / Hemlock Transitional Zone

- **Landscape Context/Natural Features:** Floodplain forests are a dynamic interface community that bridge the gap between terrestrial and aquatic systems. The lower zone of the floodplain experiences dynamic interactions of over-the-bank flooding, sediment deposition, streambank erosion, and ice scour in the winter months. As expected with moving water and dynamic fluctuations in water level, the plant communities are quite diverse with variable species composition throughout different levels of inundation. Multi-stemmed trees are common due to this process of bank-scouring, deposition, and erosion. Shade from nearby trees and shrubs helps shade the creek from excessive sun exposure during the summer months which creates pockets of water with unique plant and wildlife components.

Plant Community: The dominant canopy species of the low-lying, creek adjacent zone of this unit are silver maple (*Acer saccharinum*), basswood (*Tilia americana*), box elder (*Acer negundo*), slippery elm (*Ulmus rubra*), and a few standing-dead green ash (*Fraxinus pennsylvanica*). As we continue the transition away from fluvial landforms and reach soil above the influence of seasonal inundation, the species composition begins to shift. Eastern hemlock (*Tsuga canadensis*) trees dominate a majority of the slope/terrace region. Hemlock trees should be closely monitored for the presence of the invasive tree pest Hemlock Woolly Adelgid (HWA). American beech (*Fagus grandifolia*), ironwood (*Carpinus caroliniana*), and sugar maple (*Acer saccharum*) trees become more common as we continue to increase in elevation up the terrace/slope back into Mesic Southern Forest. The shrub layer is scattered and consists mainly of dogwoods (*Cornus* spp.) and spicebush (*Lindera benzoin*). Several high-quality species, including royal fern (*Osmunda regalis*), wood fern (*Dryopteris* spp.), cut grass (*Leersia oryzoides*), wood reedgrass (*Cinna arundinacea*), jewelweed (*Impatiens capensis*), jumpseed (*Persicaria virginiana*), Virginia waterleaf (*Hydrophyllum virginianum*), and white avens (*Geum canadense*) are all common in the forb layer. Moonseed (*Menispermum canadense*), Virginia creeper (*Parthenocissus quinquefolia*), and poison ivy (*Toxicodendron radicans*) are the most abundant woody vines in this community.

- **High Quality Plant Species:**
 - Blackhaw (*Viburnum prunifolium*) *CC of 7 (state special concern)
 - Spicebush (*Lindera benzoin*) *CC of 7
 - Yellow birch (*Betula alleghaniensis*) *CC of 7
 - Joe-pye weed (*Eutrochium fistulosum*) *CC of 8
 - Lizard's tail (*Saururus cernuus*) *CC of 9
 - Toadshade (*Trillium sessile*) *CC of 9 (state threatened)
 - Paw Paw (*Asimina triloba*) *CC of 9
- **Observed and Potential Wildlife:**
 - This community provides important habitat for cavity-nesting birds, canopy-dwelling birds, woodpeckers, and migratory birds. Ducks, owls, herons, egrets, songbirds, hawks, bats, squirrels, chipmunks, rabbits, white-tailed deer, and raccoon are also common. Turtles, invertebrates, frogs, snakes, and other reptiles/amphibians are scattered throughout differing levels of inundation. Various species of creek-dwelling fish occupy pools of deeper water throughout the creek.
 - Habitat is suitable for a variety of potential rare wildlife including:
 - *Accipiter cooperii* (Cooper's hawk, state special concern)
 - *Ambystoma opacum* (marbled salamander, state threatened)
 - *Ambystoma texanum* (small-mouthed salamander, state endangered)
 - *Buteo lineatus* (red-shouldered hawk, state threatened)
 - *Clonophis kirtlandii* (Kirtland's snake, state endangered)
 - *Dendroica cerulea* (cerulean warbler, state special concern)
 - *Dendroica dominica* (yellow-throated warbler, state threatened)
 - *Elaphe o. obsoleta* (black rat snake, state special concern)
 - *Emydoidea blandingii* (Blanding's turtle, state special concern)
 - *Glyptemys insculpta* (wood turtle, state special concern)

- *Myotis sodalis* (Indiana bat, federal/state endangered)
- *Nerodia erythrogaster neglecta* (copperbelly watersnake, federal threatened and state endangered)
- *Protonotaria citrea* (prothonotary warbler, state special concern)
- *Seiurus motacilla* (Louisiana waterthrush, state special concern)
- *Sistrurus c. catenatus* (eastern massasauga, federal candidate species and state special concern)
- *Tachopteryx thoreyi* (grey petaltail, state special concern)
- *Terrapene c. carolina* (eastern box turtle, state special concern)
- *Wilsonia citrina* (hooded warbler, state special concern)
- **Potential Invasive Species, Pests, Ecological Threats:**
 - Creek has potential to carry in unwanted aquatic invasive species including reed canary grass, purple loosestrife, and phragmites.
 - Hemlock Woolly Adelgid (HWA) will cause eventual mortality to Eastern Hemlock trees if left untreated.
- **Outdoor Education and Recreational Opportunities:**
 - Hiking trails to observe creek corridor plant community and topography.
 - Plant identification signage.
 - Bird watching opportunities.
 - Recommend minimalist trails in this area and avoiding bike paths here to limit disturbance and protect high quality plant communities.
- **Ecological Restoration Opportunities:**
 - HWA control to prevent eventual loss of slope-stabilizing Eastern Hemlocks.
 - Prioritization of Asian bittersweet control to prevent mortality of mature trees through girdling and displacement of native plant communities.



Figure 2: Photo of Floodplain Forest community documenting the shift of the understory plant community at the beginning of the Hemlock transition zone.

3. Disturbed Wet Prairie

- **Landscape Context/Natural Features:** The disturbed wet prairie section is a highly disturbed and neglected area that appears to be the remnants of the old runway or possibly the remnants of the large white spruce (*Picea glauca*) and Scotch pine (*Pinus sylvestris*) planting that occurred following the abandoning of the airport. A clay topsoil is covering the area that creates unconventional plant communities; with ruts in the clay being most similar to a wet prairie. The intense microtopography as a result of the rutted clay topsoil has formed a wetland matrix throughout the unit with the majority of the wetland pockets along the treeline to the northeast. Tree species exhibit stunted growth due to the seasonal inundation from the hard clay topsoil.
- **Plant Community:** The plant community throughout the disturbed wet prairie is highly disturbed and impacted by dense populations of invasive species. Native tree species throughout the area are primarily early successional trees including; boxelder (*Acer negundo*), green ash (*Fraxinus pennsylvanica*), and cottonwood (*Populus deltoids*). Encroaching populations of autumn olive (*Elaeagnus umbellata*), red pine (*Pinus resinosa*), and Scotch pine (*Pinus sylvestris*) are a non-native liability on the surrounding landscape and should be controlled if a native, high-quality habitat is the primary goal. Woody vegetation is much more abundant at higher elevations along the southwest edge of the wet prairie plant community. As you go to the northeast and elevation starts to drop, the hard packed clay soil holds onto more water which has prevented a lot of the woody invasive plants from encroaching too much. The forbs throughout this area mirror the same pattern as the woody vegetation, with drier species like black-eyed susan (*Rudbeckia hirta*), blackberry (*Rubus spp.*), and meadow garlic (*Allium canadense*) growing along the southwest line, and wetter species like bulrush (*Scirpoides holoschoenus*), phragmites (*Phragmites australis*), and meadowsweet (*Filipendula ulmaria*) growing at the lower elevations. This wetland spectrum is further complicated by the microtopography throughout the area, which allows wetland species to be located at the higher elevations where pockets of clay allow for water retention.
- **High Quality Plant Species:**
 - Fox grape (*Vitis labrusca*) *CC of 7
 - Joe-pye weed (*Eutrochium fistulosum*) *CC of 8
- **Observed and Potential Wildlife:**
 - Suitable habitat for woodpeckers, hawks, squirrels, chipmunks, rabbits, white-tailed deer, raccoon, opossum, turkey, and songbirds. Turtles, snakes and other amphibians are found throughout the scattered wet pockets.
 - Habitat is suitable for a variety of potential rare wildlife including:
 - *Acris crepitans blanchardi* (Blanchard's cricket frog, state special concern)
 - *Ambystoma texanum* (smallmouth salamander, state endangered)
 - *Ammodramus savannarum* (grasshopper sparrow, state special concern)
 - *Asio flammeus* (short-eared owl, state endangered)
 - *Botaurus lentiginosus* (American bittern, state special concern)
 - *Circus cyaneus* (northern harrier, state special concern)
 - *Clemmys guttata* (spotted turtle, state threatened)
 - *Clonophis kirtlandii* (Kirtland's snake, state endangered)
 - *Dorydiella kansana* (leafhopper, state special concern)
 - *Emydoidea blandingii* (Blanding's turtle, state special concern)
 - *Flexamia reflexus* (leafhopper, state special concern)
 - *Meropleon ambifusca* (Newman's brocade, state special concern)
 - *Neoconocephalus lyristes* (bog conehead, state special concern)
 - *Neoconocephalus retusus* (conehead grasshopper, state special concern)
 - *Neonympha m. mitchellii* (Mitchell's satyr, federal/state endangered)
 - *Orchelimum concinnum* (red-faced meadow katydid, state special concern)
 - *Orphulella pelidna* (green desert grasshopper, state special concern)
 - *Papaipema cerina* (golden borer, state special concern)

- *Papaipema maritima* (maritime sunflower borer, state special concern)
- *Papaipema speciosissima* (regal fern borer, state special concern)
- *Paroxya hoosieri* (Hoosier locust, state special concern)
- *Phalaropus tricolor* (Wilson's phalarope, state special concern)
- *Sistrurus c. catenatus* (eastern massasauga, federal candidate species and state special concern)
- *Spartiniphaga inops* (spartina moth, state special concern)
- *Spiza americana* (dickcissel, state special concern)
- *Tyto alba* (barn owl, state endangered)
- **Potential Invasive Species, Pests, Ecological Threats:**
 - Proximity to large populations of autumn olive (*Elaeagnus umbellata*) will continue to encroach into the community over time.
 - Absence of fire has allowed other non-native species like phragmites (*Phragmites australis*), sweet clover (*Melilotus officinalis*), purple loosestrife (*Lythrum salicaria*), and bull thistle (*Cirsium vulgare*) to outcompete native vegetation in pockets.
- **Outdoor Education Opportunities**
 - Wet prairies are incredibly educational because of the dynamic water relationships that exist seasonally within the plant community.
 - A trail should be planned on the outskirts of the community to avoid waterlogged clay soil.
- **Ecological Restoration Opportunities:**
 - Invasive species management should be the top priority in this plant community. Removal of early-successional trees and invasive shrubs will allow for better light penetration and will drastically improve the biodiversity throughout the unit.
 - Reintroduction of fire would also have a massive impact on plant community diversity by removing species that are not adapted to fire like blackberry (*Rubus spp.*), bentgrass (*Agrostis spp.*), phragmites (*Phragmites australis*), and clovers (*Trifolium spp.*).



Figure 3: Invasive phragmites (*Phragmites Australis*) pictured invading pockets of disturbed wet prairie.

4. Ruderal Pine Forest

- **Landscape Context/Natural Features:** Monoculture stands of purposefully-planted pine trees are scattered throughout the property and appear to coincide with historic deforestation and replanting in the 1940's. The logging companies would usually plant a monoculture of a fast-growing timber species. In this case, red pines were the majority planted. While a naturally spaced stand of red pines can survive for ~400 years, a reforestation with spacing maximized for commercial lumber production will generally fail after ~80 years. Due to the age of the stand, the red pines are starting to fail. Topographically the areas are uniformly flat with sandy soil. Water retention in these areas is non-existent.
- **Plant Community:** The canopy is dominated by red pines that were obviously planted as part of a large-scale reforestation project. The size of the trees would suggest the trees were planted ~80 years ago. This was a common practice in the mid 20th century following large-scale logging projects. A major issue with tightly-spaced red pine stands is their prevention of sunlight from reaching the understory, which leads to poor replacement of trees. The understory is non-existent in the center of these red pine stands. Pre-deforestation, this community would have mimicked the surrounding Mesic Southern plant community, as is evident by the forbs observed within pockets of dappled sunlight. Virginia creeper, wild geranium, Canada Mayflower, spicebush and wood fern are found sporadically throughout this unit. There are large populations of Asian bittersweet along areas with historic disturbance (remnant snowmobile trails). This bittersweet is quickly colonizing the area, girdling red pines, and eventually pulling them down.
- **Observed and Potential Wildlife:**
 - Suitable habitat for spillover of typical inhabitants of the surrounding Mesic Southern Forest including: songbirds, owls, woodpeckers, hawks, squirrels, chipmunks, rabbits, white-tailed deer, raccoon, opossum, turkey, and snakes
 - Habitat is suitable for a variety of potential rare wildlife including:
 - *Accipiter gentilis* (northern goshawk, state special concern)
 - *Falco columbarius* (merlin, state threatened)
 - *Haliaeetus leucocephalus* (bald eagle, state threatened)
 - *Pandion haliaetus* (osprey, state threatened)
 - *Picoides arcticus* (black-backed woodpecker, state special concern)
- **Potential Invasive Species, Pests, Ecological Threats:**
 - Asian bittersweet is a problem as it continues to shade out and smother the small pockets of native species.
 - As Asian bittersweet continues to pull down the dying red pines, exposing the forest floor to sunlight, there is potential for invasive shrub species like honeysuckle, Japanese barberry, autumn olive, and common buckthorn to establish quickly in the vacant space.
 - There is minimal hardwood replacement occurring within the community which will create an ecological void as the red pines continue to die off.
- **Outdoor Education Opportunities**
 - In its current state, there are minimal educational opportunities through this community.
 - Trails connecting access points directly to higher quality areas could potentially run through this area.
 - Special care should be taken along these trails to prevent the spread of invasive species (mainly bittersweet) via the trail system.
- **Ecological Restoration Opportunities:**
 - Focus on invasive species along the trail system to prevent spread - containment should be the first priority.
 - Strategic thinning of the red pines would allow for large-scale reforestation to occur in this unit, returning it to its pre-settlement community type.
 - Broad-scale invasive species management.



Figure 4: Photo of Ruderal Pine Forest documenting red pine monoculture with minimal understory.

5. Disturbed Storage Lot

- **Landscape Context/Natural Features:** The storage lot area is a highly disturbed community that experiences consistent disturbance and non-native plant material inputs. Decades of municipal yard waste and fill dirt have been placed into an area that likely mirrored the surrounding mesic southern forest. This has created an inhospitable soil structure littered with gravel, large rocks, and partially decayed woody plant material. The soil appears to be consisting of heavy clay which is not consistent with the surrounding landscape or soil maps (which show a much sandier parent material.) The area also appears to be growing outwards towards pockets of wetlands to the east; likely a result of clearing the yard to accommodate more waste material at the end of the growing season.
- **Plant Community:** The plant community found within the storage lot is highly disturbed; consisting of 95% non-native and invasive plants. This is likely the result of dumping yard waste from throughout the city in one common place in conjunction with a high disturbance regime. The usual invasives are found throughout the unit including thistles (*Cirsium spp.*), reed canary grass (*Phalaris arundinacea*), phragmites (*Phragmites australis*), dame's rocket (*Hesperis matronalis*) and yellow rocket (*Barbarea spp.*). There also a few exotic escaped landscaping plants including a mature mimosa tree (*Albizia julibrissin*), chamomile (*Anthemis arvensis*), and bermuda-grass (*Cynodon dactylon*); which are typically found in much warmer climates to the south. Several large colonies of Japanese knotweed (*Fallopia japonica*) are scattered throughout as well which have the potential to spread even further with soil disturbance and/or mowing. The presence of these species is more concerning and would require a faster response than the more common invasive plants to keep with the state strategy of early detection and rapid response. *No high quality plants are found within this unit.*

- **Observed and Potential Wildlife:**
 - Minimal opportunities for wildlife habitat with the exception of the wetland along the eastern edge of the lot as a potential nesting habitat for wood ducks if disturbance and human impact slows dramatically
- **Potential Invasive Species, Pests, Ecological Threats:**
 - Absinthium (*Artemisia absinthium*)
 - Japanese Knotweed (*Fallopia japonica*)
 - Common Mullein (*Verbascum Thapsus*)
 - Moth Mullein (*Verbascum blattaria*)
 - Reed Canary Grass (*Phalaris arundinacea*)
 - Horse Nettle (*Solanum carolinense*)
 - Bermudagrass (*Cynodon dactylon*)
 - Birds Foot Trefoil (*Lotus corniculatus*)
 - Yellow Nutsedge (*Cyperus esculentus*)
 - Canada Thistle (*Cirsium arvense*)
 - Sow Thistle (*Sonchus arvensis*)
 - Bull Thistle (*Cirsium vulgare*)
 - Canada Goldenrod (*Solidago Canadensis*)
 - Velvetleaf (*Abutilon theophrasti*)
 - Phragmites (*Phragmites australis*)
 - Sweet Clover (Yellow) (*Melilotus officinalis*)
 - Sweet Clover (White) (*Melilotus albus*)
 - Miscanthus Grass (*Miscanthus sinensis*)
 - White Mulberry (*Morus alba*)
 - Johnsongrass (*Sorghum halepense*)
 - Bindweed (*Convolvulus arvensis*)
 - Yellow Foxtail (*Setaria pumila*)
 - Jimsonweed (*Datura stramonium*)
 - Yellow Rocket (*Barbarea vulgaris*)
 - Mimosa (*Albizia julibrissin*)
 - Black Locust (*Robinia pseudoacacia*)
 - Dames Rocket (*Hesperis matronalis*)
 - Myrtle (*Vinca minor*)
 - Poison Hemlock (*Conium maculatum*)
 - Asian Bittersweet (*Celastrus orbiculatus*)
- **Outdoor Education Opportunities**
 - Outdoor education is not recommended in this area in its current state due to the presence of several extremely noxious and poisonous plants. These plants include poison hemlock, jimsonweed, poison ivy, and absinthium.
- **Ecological Restoration Opportunities**
 - The most obvious path forward for this unit is to get control of the invasive species by focusing on poisonous and exotic plants first through intensive chemical application
 - The secondary focus would be on perennial invasive plants including Canada thistle, Phragmites, Canada goldenrod, and Asian bittersweet.
 - If disturbance and further plant inputs are minimized there should be a reduction in the annual and biennial non-native plants.
 - Yard waste could be hot composted in a concentrated area to reduce seed spread into surrounding natural communities. This would require a more formal “pad” for yard waste to be deposited and turned to ensure sufficient temperatures to kill seed.
 - Effort should be made to prevent further spread of the yard towards the east to reduce the likelihood of wetland destruction.

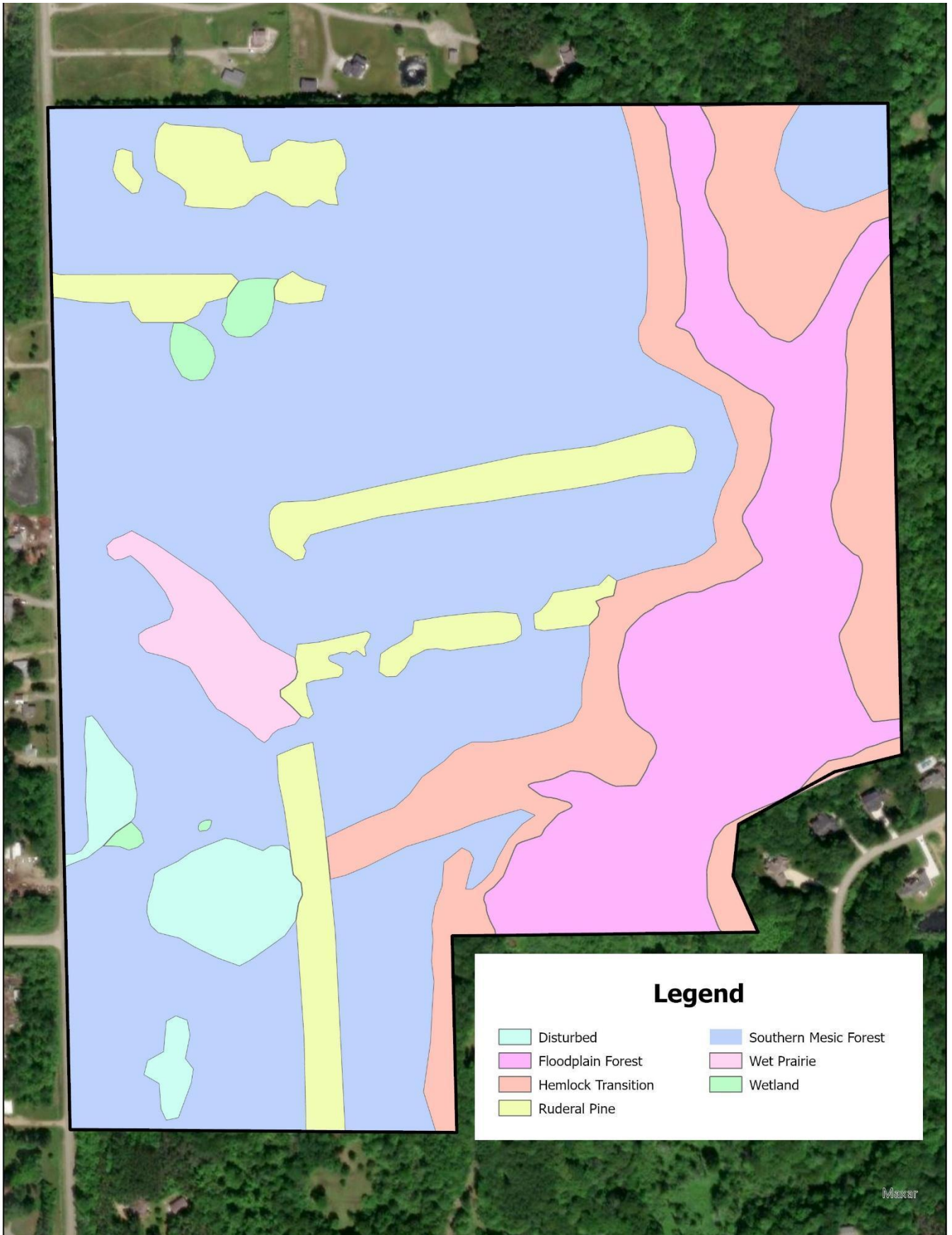


Figure 5: *Photo of disturbed storage yard showing frequent soil disturbance and predominantly invasive and noxious plant species.*

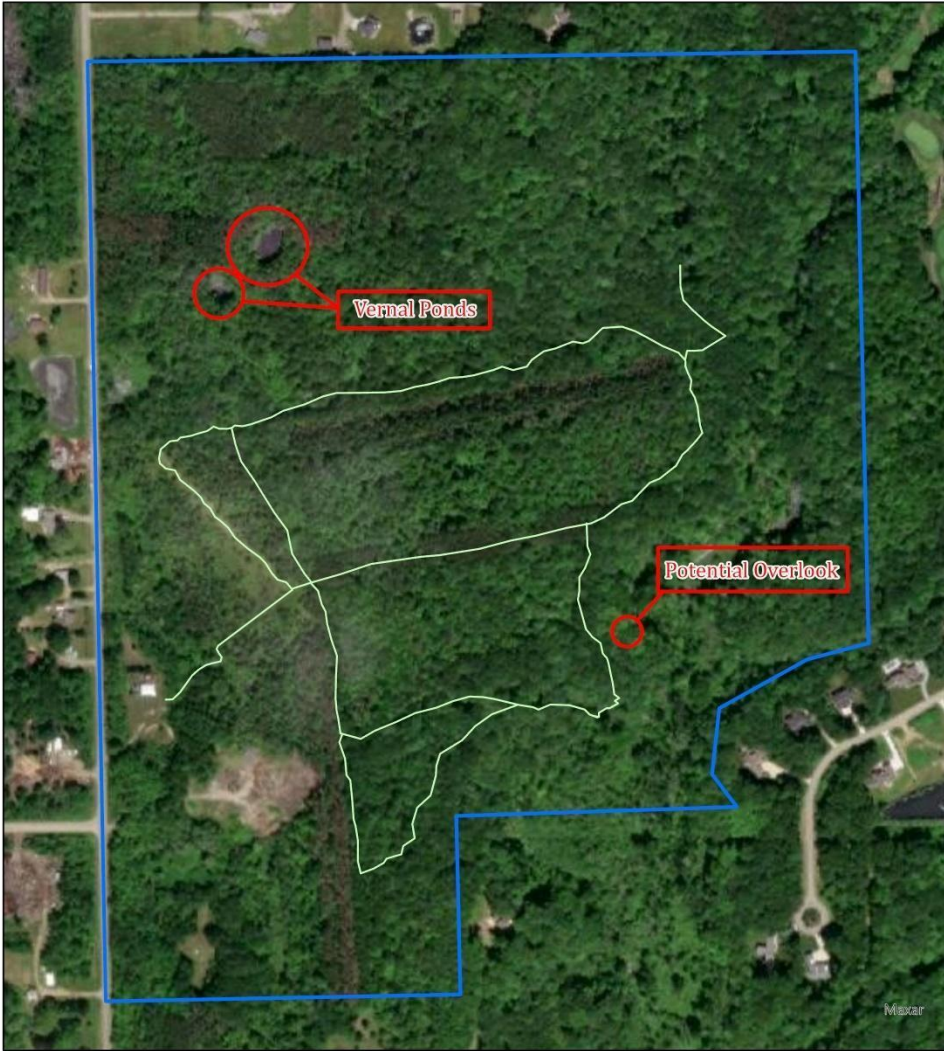



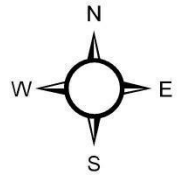
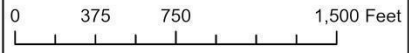
Figure 6: *Photo of large invasive Japanese Knotweed (*Fallopia japonica*) colony. Japanese knotweed has already gained a massive foothold in this area and should be prioritized for management in the near future due to its aggressive nature of growth and ability to quickly outcompete native plant communities.*

Appendix A: Map of Natural Communities

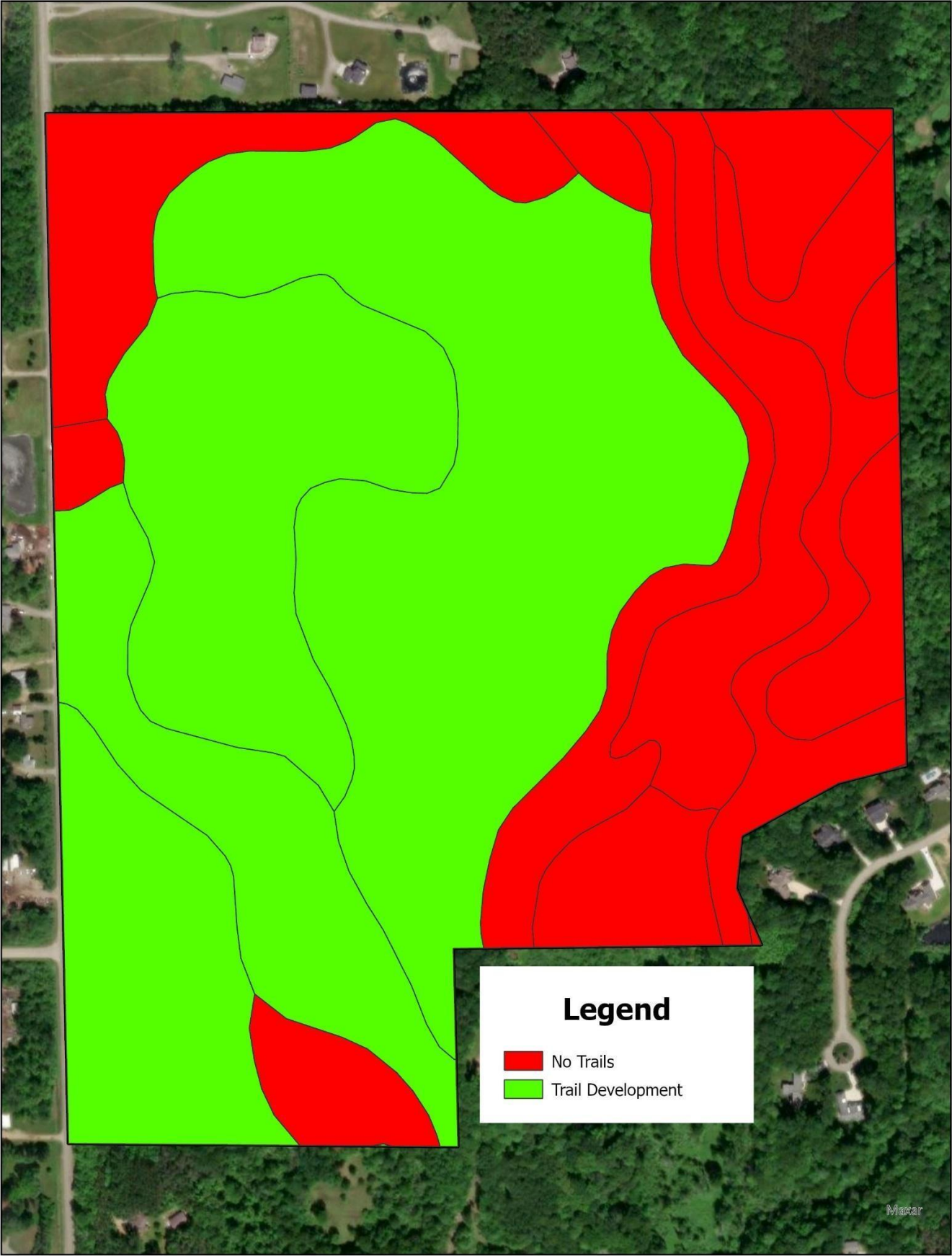


Appendix B: Existing Trail Footprint



63rd Street Former Airport Trail Map
ODC Conservation Services Map Created by: Ben Heerspink Map created on: 3/20/23 Trail marked with GPS on: 3/20/23



Property was assessed on March 20, 2023 by ODC Conservation Staff. Remnant trails were mapped utilizing GPS points. The trail as it stands is 2.5 miles long with many opportunities to expand by blazing new trails along the northernmost trail expanding north towards a seasonal pond.

Appendix C: Recommended Trail Development Areas



Appendix D: Plant Inventory & Floristic Quality Index Results – Natural Communities (Eastern half):

Former Airport Natural Area								
Practitioner:	ODC Network							
Conservation-Based Metrics:								
Total Mean C:	4.1	Species Richness:						
Native Mean C:	4.7	Total Species:		102				
Total FQI:	41.4	Native Species:		89 87.30%				
Native FQI:	44.3	Non-native Species:		13 12.70%				
Adjusted FQI:	43.9	Species Wetness:						
% C value 0:	13.7	Mean Wetness:		1.4				
% C value 1-3:	24.5	Native Mean Wetness:		1.2				
% C value 4-6:	45.1							
% C value 7-10:	16.7							
Native Tree Mean C:	4.9							
Native Shrub Mean C:	5.7							
Native Herbaceous Mean C:	4.5							
Physiognomy Metrics:								
Tree:	25	24.50%		Annual:		3 2.90%		
Shrub:	10	9.80%		Perennial:		94 92.20%		
Vine:	9	8.80%		Biennial:		5 4.90%		
Forb:	46	45.10%		Native Annual:		3 2.90%		
Grass:	4	3.90%		Native Perennial:		85 83.30%		
Sedge:	4	3.90%		Native Biennial:		1 1%		
Rush:	0	0%						
Fern:	4	3.90%						
Bryophyte:	0	0%						
Species:								
Scientific Name	Family	Acronym	Native?	C	W	Physiognomy	Duration	Common Name
Acer platanoides	Sapindaceae	ACEPLA	non-native	0	5	tree	perennial	norway maple
Acer rubrum	Sapindaceae	ACERUB	native	1	0	tree	perennial	red maple
Acer saccharinum	Sapindaceae	ACESAI	native	2	-3	tree	perennial	silver maple
Acer saccharum	Sapindaceae	ACESAU	native	5	3	tree	perennial	sugar maple
Actaea rubra	Ranunculaceae	ACTRUB	native	7	3	forb	perennial	red baneberry
Adlumia fungosa	Papaveraceae	ADLFUN	native	4	5	vine	biennial	climbing fumitory
Agrimonia parviflora	Rosaceae	AGRPAR	native	4	0	forb	perennial	swamp agrimony
Alisma subcordatum; a. plantago-aquatica	Alismataceae	ALISUB	native	1	-5	forb	perennial	southern water-plantain
Alliaria petiolata	Brassicaceae	ALLPET	non-native	0	3	forb	biennial	garlic mustard
Amphicarpaea bracteata	Fabaceae	AMPBRA	native	5	0	vine	annual	hog-peanut
Anemone virginiana	Ranunculaceae	ANEVIR	native	3	3	forb	perennial	thimbleweed
Apocynum androsaemifolium	Apocynaceae	APOAND	native	3	5	forb	perennial	spreading dogbane
Arctium minus	Asteraceae	ARCMIN	non-native	0	3	forb	biennial	common burdock
Arisaema triphyllum	Araceae	ARITRI	native	5	0	forb	perennial	jack-in-the-pulpit
Asimina triloba	Annonaceae	ASITRI	native	9	0	tree	perennial	pawpaw
Atropa belladonna	Solanaceae	ATRBEL	non-native	0	5	forb	perennial	deadly nightshade
Berberis thunbergii	Berberidaceae	BERTHU	non-native	0	3	shrub	perennial	japanese barberry
Betula alleghaniensis	Betulaceae	BETALL	native	7	0	tree	perennial	yellow birch
Betula papyrifera	Betulaceae	BETPAP	native	2	3	tree	perennial	paper birch
Carex intumescens	Cyperaceae	CXINTU	native	3	-3	sedge	perennial	sedge
Carex pallescens	Cyperaceae	CXPALL	native	5	0	sedge	perennial	pale sedge
Carex plantaginea	Cyperaceae	CXPLAN	native	8	5	sedge	perennial	sedge
Carex radiata; c. rosea	Cyperaceae	CXRADI	native	2	0	sedge	perennial	straight-styled wood sedge
Carya glabra	Juglandaceae	CARGLA	native	5	3	tree	perennial	hickory
Carya ovata	Juglandaceae	CAROVA	native	5	3	tree	perennial	shagbark hickory
Castanea dentata	Fagaceae	CASDEN	native	9	5	tree	perennial	american chestnut
Celastrus orbiculatus	Celastraceae	CELORB	non-native	0	5	vine	perennial	oriental bittersweet
Centaurea stoebe; c. maculosa	Asteraceae	CENSTO	non-native	0	5	forb	biennial	spotted knapweed
Chimaphila maculata	Ericaceae	CHIMAC	native	8	5	shrub	perennial	spotted wintergreen
Circaea canadensis; c. lutetiana	Onagraceae	CIRCAN	native	2	3	forb	perennial	enchanters-nightshade
Conium maculatum	Apiaceae	CONMAC	non-native	0	-3	forb	biennial	poison-hemlock
Cornus florida	Cornaceae	CORFLO	native	8	3	tree	perennial	flowering dogwood
Dichanthelium clandestinum; panicum c.	Poaceae	DICCLA	native	3	-3	grass	perennial	panic grass
Diphasiastrum complanatum; lycopodium c.	Lycopodiaceae	DIPCOM	native	5	3	fern	perennial	ground-cedar
Dryopteris intermedia	Dryopteridaceae	DRYINT	native	5	0	fern	perennial	evergreen woodfern
Elaeagnus umbellata	Elaeagnaceae	ELAUMB	non-native	0	3	shrub	perennial	autumn-olive
Elymus hystrix; hystrix patula	Poaceae	ELYHYS	native	5	3	grass	perennial	bottlebrush grass
Elymbia macrophylla; aster m.	Asteraceae	EURMAC	native	4	5	forb	perennial	big-leaved aster
Eutrochium fistulosum; eupatorium f.	Asteraceae	EUTFIS	native	8	-3	forb	perennial	hollow-stemmed joe-pye-weed
Eutrochium maculatum; eupatorium m.	Asteraceae	EUTMAC	native	4	-5	forb	perennial	joe-pye-weed
Fagus grandifolia	Fagaceae	FAGGRA	native	6	3	tree	perennial	american beech
Fraxinus americana	Oleaceae	FRAAME	native	5	3	tree	perennial	white ash
Fraxinus pennsylvanica	Oleaceae	FRAPEN	native	2	-3	tree	perennial	red ash
Galium circaezans	Rubiaceae	GALCIR	native	4	3	forb	perennial	white wild licorice
Geranium maculatum	Geraniaceae	GERMAC	native	4	3	forb	perennial	wild geranium
Geum canadense	Rosaceae	GEUCAN	native	1	0	forb	perennial	white avens
Geum virginianum	Rosaceae	GEUVIR	native	6	3	forb	perennial	pale avens
Hamamelis virginiana	Hamamelidaceae	HAMVIR	native	5	3	shrub	perennial	witch-hazel
Laportea canadensis	Urticaceae	LAPCAN	native	4	-3	forb	perennial	wood nettle
Leersia oryzoides	Poaceae	LEECOR	native	3	-5	grass	perennial	cut grass
Ligustrum vulgare	Oleaceae	LIGVUL	non-native	0	3	shrub	perennial	common privet
Lindera benzoin	Lauraceae	LINBEN	native	7	-3	shrub	perennial	spicebush
Liriodendron tulipifera	Magnoliaceae	LIRTUL	native	9	3	tree	perennial	tulip tree
Maianthemum canadense	Convallariaceae	MAICAN	native	4	3	forb	perennial	canada mayflower
Maianthemum racemosum; smilacina r.	Convallariaceae	MAIRAC	native	5	3	forb	perennial	false spikenard
Menispermum canadense	Menispermaceae	MENCAE	native	5	0	vine	perennial	moonseed
Mimulus ringens	Phrymaceae	MIMRIN	native	5	-5	forb	perennial	monkey-flower
Mitchella repens	Rubiaceae	MITREP	native	5	3	forb	perennial	partridge-berry
Monotropa uniflora	Ericaceae	MONOUN	native	5	3	forb	perennial	indian-pipe
Onoclea sensibilis	Onocleaceae	ONOSEN	native	2	-3	fern	perennial	sensitive fern
Orobancha uniflora	Orobanchaceae	OROUNI	native	8	5	forb	perennial	cancer root
Osmorhiza berteroi; o. chilensis	Apiaceae	OSMBER	native	5	3	forb	perennial	sweet-cicely
Parthenocissus quinquefolia	Vitaceae	PARQUI	native	5	3	vine	perennial	virginia creeper
Persicaria punctata; polygonum p.	Polygonaceae	PERPUN	native	5	-5	forb	annual	smartweed
Persicaria virginiana; polygonum v.	Polygonaceae	PERVIR	native	4	0	forb	perennial	jumpseed
Phalaris arundinacea	Poaceae	PHAARU	native	0	-3	grass	perennial	reed canary grass

<i>Phryma leptostachya</i>	Phrymaceae	PHRLEP	native	4	3	forb	perennial	lopseed
<i>Phytolacca americana</i>	Phytolaccaceae	PHYAME	native	2	3	forb	perennial	pokeweed
<i>Pilea pumila</i>	Urticaceae	PILPUM	native	5	-3	forb	annual	clearweed
<i>Pinus resinosa</i>	Pinaceae	PINRES	native	6	3	tree	perennial	red pine
<i>Pinus strobus</i>	Pinaceae	PINSTR	native	3	3	tree	perennial	white pine
<i>Podophyllum peltatum</i>	Berberidaceae	PODPEL	native	3	3	forb	perennial	may-apple
<i>Polystichum acrostichoides</i>	Dryopteridaceae	POLACR	native	6	3	fern	perennial	christmas fern
<i>Prunus serotina</i>	Rosaceae	PRUSER	native	2	3	tree	perennial	wild black cherry
<i>Quercus alba</i>	Fagaceae	QUEALB	native	5	3	tree	perennial	white oak
<i>Quercus rubra</i>	Fagaceae	QUERUB	native	5	3	tree	perennial	red oak
<i>Quercus velutina</i>	Fagaceae	QUEVEL	native	6	5	tree	perennial	black oak
<i>Rosa multiflora</i>	Rosaceae	ROSMUL	non-native	0	3	shrub	perennial	multiflora rose
<i>Rubus allegheniensis</i>	Rosaceae	RUBALL	native	1	3	shrub	perennial	common blackberry
<i>Saponaria officinalis</i>	Caryophyllaceae	SAPOFF	non-native	0	3	forb	perennial	bouncing bet
<i>Sassafras albidum</i>	Lauraceae	SASALB	native	5	3	tree	perennial	sassafras
<i>Saururus cernuus</i>	Saururaceae	SAUCER	native	9	-5	forb	perennial	lizards-tail
<i>Smilax rotundifolia</i>	Smilacaceae	SMIROT	native	6	0	vine	perennial	common greenbrier
<i>Solanum dulcamara</i>	Solanaceae	SOLDUL	non-native	0	0	vine	perennial	bittersweet nightshade
<i>Solidago canadensis</i>	Asteraceae	SOLCAN	native	1	3	forb	perennial	canada goldenrod
<i>Solidago flexicaulis</i>	Asteraceae	SOLFLE	native	6	3	forb	perennial	zigzag goldenrod
<i>Solidago gigantea</i>	Asteraceae	SOLGIG	native	3	-3	forb	perennial	late goldenrod
<i>Solidago rugosa</i>	Asteraceae	SOLRUG	native	3	0	forb	perennial	rough-leaved goldenrod
<i>Symplocarpus foetidus</i>	Araceae	SYMFOE	native	6	-5	forb	perennial	skunk-cabbage
<i>Thalictrum thalictroides; anemone l.</i>	Ranunculaceae	THATHA	native	8	3	forb	perennial	rue-anemone
<i>Tilia americana</i>	Malvaceae	TILAME	native	5	3	tree	perennial	basswood
<i>Toxicodendron radicans</i>	Anacardiaceae	TOXRAD	native	2	0	vine	perennial	poison-ivy
<i>Trientalis borealis</i>	Myrsinaceae	TRIBOR	native	5	0	forb	perennial	star-flower
<i>Trillium erectum</i>	Trilliaceae	TRIERE	native	7	3	forb	perennial	stinking benjamin; red trillium
<i>Trillium grandiflorum</i>	Trilliaceae	TRIGRA	native	5	3	forb	perennial	common trillium
<i>Trillium sessile</i>	Trilliaceae	TRISES	native	9	3	forb	perennial	toadshade
<i>Tsuga canadensis</i>	Pinaceae	TSUCAN	native	5	3	tree	perennial	hemlock
<i>Ulmus americana</i>	Ulmaceae	ULMAME	native	1	-3	tree	perennial	american elm
<i>Viburnum acerifolium</i>	Adoxaceae	VIBACE	native	6	5	shrub	perennial	maple-leaved viburnum
<i>Viburnum prunifolium</i>	Adoxaceae	VIBPRU	native	7	3	shrub	perennial	black-haw
<i>Viola sororia</i>	Violaceae	VIOSOR	native	1	0	forb	perennial	common blue violet
<i>Vitis labrusca</i>	Vitaceae	VITLAB	native	7	3	vine	perennial	fox grape

Disturbed Communities (Western half of the property):

Disturbed Former Airport								
Practitioner:	ODC Network							
Conservation-Based Metrics:			Species Richness:					
Total Mean C:	1.3	Total Species:	88					
Native Mean C:	2.8	Native Species:	39	44.30%				
Total FQI:	12.2	Non-native Species:	49	55.70%				
Native FQI:	17.5	Species Wetness:						
Adjusted FQI:	18.6	Mean Wetness:	2.2					
% C value 0:	60.2	Native Mean Wetness:	1					
% C value 1-3:	23.9							
% C value 4-6:	15.9							
% C value 7-10:	0							
Native Tree Mean C:	3.7							
Native Shrub Mean C:	3							
Native Herbaceous Mean C:	2.4							
Physognomy Metrics:			Duration Metrics:					
Tree:	18	20.50%	Annual:	9	10.20%			
Shrub:	8	9.10%	Perennial:	71	80.70%			
Vine:	6	6.80%	Biennial:	8	9.10%			
Forb:	49	55.70%	Native Annual:	3	3.40%			
Grass:	3	3.40%	Native Perennial:	36	40.90%			
Sedge:	3	3.40%	Native Biennial:	0	0%			
Rush:	1	1.10%						
Fern:	0	0%						
Bryophyte:	0	0%						
Species:								
Scientific Name	Family	Acronym	Native?	C	W	Physognomy	Duration	Common Name
<i>Abutilon theophrasti</i>	Malvaceae	ABUTHE	non-native	0	3	forb	annual	velvet-leaf
<i>Acer negundo</i>	Sapindaceae	ACENEG	native	0	0	tree	perennial	box-elder
<i>Acer nigrum; a. saccharum</i>	Sapindaceae	ACENIG	native	4	3	tree	perennial	black maple
<i>Acer glabroides</i>	Sapindaceae	ACEPLA	non-native	0	5	tree	perennial	norway maple
<i>Acer saccharum</i>	Sapindaceae	ACESAU	native	5	3	tree	perennial	sugar maple
<i>Achillea millefolium</i>	Asteraceae	ACHMIL	native	1	3	forb	perennial	yarrow
<i>Alliaria petiolata</i>	Brassicaceae	ALLPET	non-native	0	3	forb	biennial	garlic mustard
<i>Allium canadense</i>	Alliaceae	ALLCAN	native	4	3	forb	perennial	wild garlic
<i>Ambrosia artemisiifolia</i>	Asteraceae	AMBART	native	0	3	forb	annual	common ragweed
<i>Ambrosia trifida</i>	Asteraceae	AMBTRI	native	0	0	forb	annual	giant ragweed
<i>Apios americana</i>	Fabaceae	APIAME	native	3	-3	vine	perennial	groundnut
<i>Artemisia absinthium</i>	Asteraceae	ARTABS	non-native	0	5	forb	perennial	absinth wormwood
<i>Asclepias syriaca</i>	Apocynaceae	ASCSYR	native	1	5	forb	perennial	common milkweed
<i>Atropa belladonna</i>	Solanaceae	ATRBEL	non-native	0	5	forb	perennial	deadly nightshade
<i>Barbarea vulgaris</i>	Brassicaceae	BARVUL	non-native	0	0	forb	biennial	yellow rocket
<i>Campsis radicans</i>	Bignoniaceae	CAMRAD	non-native	0	0	vine	perennial	trumpet-vine
<i>Carex pallescens</i>	Cyperaceae	CXPALL	native	5	0	sedge	perennial	pale sedge
<i>Carex vulpinoidea</i>	Cyperaceae	CXVULP	native	1	-5	sedge	perennial	sedge
<i>Celastrus orbiculatus</i>	Celastraceae	CELORB	non-native	0	5	vine	perennial	oriental bittersweet
<i>Centaurea stoebe; c. maculosa</i>	Asteraceae	CENSTO	non-native	0	5	forb	biennial	spotted knapweed
<i>Chenopodium album</i>	Amaranthaceae	CHEALB	non-native	0	3	forb	annual	lambs-quarters
<i>Cichorium intybus</i>	Asteraceae	CICINT	non-native	0	3	forb	perennial	chicory
<i>Cirsium arvense</i>	Asteraceae	CIRARV	non-native	0	3	forb	perennial	canada thistle
<i>Cirsium vulgare</i>	Asteraceae	CIRVUL	non-native	0	3	forb	biennial	bull thistle
<i>Convolvulus arvensis</i>	Convolvulaceae	CONARV	non-native	0	5	vine	perennial	field bindweed
<i>Crataegus phaenopyrum</i>	Rosaceae	CRAPHA	non-native	0	0	tree	perennial	washington thorn
<i>Cynodon dactylon</i>	Poaceae	CYNDAC	non-native	0	3	grass	perennial	bermuda grass
<i>Cyperus esculentus</i>	Cyperaceae	CYPESC	native	1	-3	sedge	perennial	yellow nutsedge
<i>Datura stramonium</i>	Solanaceae	DATSTR	non-native	0	5	forb	annual	jimson-weed
<i>Daucus carota</i>	Apliaceae	DAUCAR	non-native	0	5	forb	biennial	queen-anne's-lace
<i>Dianthus armeria</i>	Caryophyllaceae	DIAARM	non-native	0	5	forb	annual	deptford pink
<i>Elaeagnus umbellata</i>	Elaeagnaceae	ELAUMB	non-native	0	3	shrub	perennial	autumn-olive
<i>Erechtites hieracifolius</i>	Asteraceae	EREHIE	native	2	3	forb	annual	fireweed
<i>Eupatorium perfoliatum</i>	Asteraceae	EUPPER	native	4	-3	forb	perennial	boneset
<i>Euthamia graminifolia</i>	Asteraceae	EUTGRA	native	3	0	forb	perennial	grass-leaved goldenrod
<i>Filipendula ulmaria</i>	Rosaceae	FILULM	non-native	0	0	forb	perennial	queen-of-the-meadow
<i>Fragaria virginiana</i>	Rosaceae	FRAVIR	native	2	3	forb	perennial	wild strawberry
<i>Fraxinus pennsylvanica</i>	Oleaceae	FRAPEN	native	2	-3	tree	perennial	red ash
<i>Geum urbanum</i>	Rosaceae	GELURB	non-native	0	5	forb	perennial	avens
<i>Glechoma hederacea</i>	Lamiaceae	GLEHED	non-native	0	3	forb	perennial	ground-ivy
<i>Hesperis matronalis</i>	Brassicaceae	HESMAT	non-native	0	3	forb	perennial	dames rocket
<i>Hypericum perforatum</i>	Hypericaceae	HYPPER	non-native	0	5	forb	perennial	common st. johns-wort
<i>Juncus articulatus</i>	Juncaceae	JUNART	native	3	-5	rush	perennial	jointed rush
<i>Juniperus virginiana</i>	Cupressaceae	JUNVIR	native	3	3	tree	perennial	red-cedar
<i>Leucanthemum vulgare; chrysanthemum leucanthemum</i>	Asteraceae	LEUVUL	non-native	0	5	forb	perennial	ox-eye daisy
<i>Ligustrum vulgare</i>	Oleaceae	LIGVUL	non-native	0	3	shrub	perennial	common privet
<i>Lonicera maackii</i>	Caprifoliaceae	LONMAA	non-native	0	5	shrub	perennial	amur honeysuckle
<i>Lotus corniculatus</i>	Fabaceae	LOTCOR	non-native	0	3	forb	perennial	birdfoot trefoil
<i>Lythrum salicaria</i>	Lythraceae	LYTSAL	non-native	0	-5	forb	perennial	purple loosestrife
<i>Maianthemum racemosum; smilacina r.</i>	Comvalliaceae	MAIRAC	native	5	3	forb	perennial	false spikenard
<i>Marrubium vulgare</i>	Lamiaceae	MARVUL	non-native	0	3	forb	perennial	horehound
<i>Matricaria chamomilla; m. recutita</i>	Asteraceae	MATCHA	non-native	0	5	forb	annual	false chamomile
<i>Mellilotus albus</i>	Fabaceae	MELALB	non-native	0	3	forb	biennial	white sweet-clover
<i>Mellilotus officinalis</i>	Fabaceae	MELLOF	non-native	0	3	forb	biennial	yellow sweet-clover
<i>Morus alba</i>	Moraceae	MORALB	non-native	0	3	tree	perennial	white mulberry
<i>Parthenocissus quinquefolia</i>	Vitaceae	PARQUI	native	5	3	vine	perennial	virginia creeper
<i>Phragmites australis var. americanus</i>	Poaceae	PHRAUM	native	5	-3	grass	perennial	reed
<i>Phytolacca americana</i>	Phytolaccaceae	PHYAME	native	2	3	forb	perennial	pokeweed
<i>Pinus resinosa</i>	Pinaceae	PINRES	native	6	3	tree	perennial	red pine
<i>Pinus sylvestris</i>	Pinaceae	PINSYL	non-native	0	3	tree	perennial	scotch pine
<i>Plantago lanceolata</i>	Plantaginaceae	PLALAN	non-native	0	3	forb	perennial	english plantain
<i>Populus deltoides</i>	Salicaceae	POPDEL	native	1	0	tree	perennial	cottonwood
<i>Prunella vulgaris</i>	Lamiaceae	PRUVUL	native	0	0	forb	perennial	self-heal
<i>Prunus serotina</i>	Rosaceae	PRUSER	native	2	3	tree	perennial	wild black cherry
<i>Quercus rubra</i>	Fagaceae	QUERUB	native	5	3	tree	perennial	red oak
<i>Quercus velutina</i>	Fagaceae	QUEVEL	native	6	5	tree	perennial	black oak

Rhamnus cathartica	Rhamnaceae	RHACAT	non-native	0	0	tree	perennial	common buckthorn
Rhus typhina	Anacardiaceae	RHUTYP	native	2	3	shrub	perennial	staghorn sumac
Robinia pseudoacacia	Fabaceae	ROBPSE	non-native	0	3	tree	perennial	black locust
Rosa multiflora	Rosaceae	ROSMUL	non-native	0	3	shrub	perennial	multiflora rose
Rudbeckia hirta	Asteraceae	RUDHIR	native	1	3	forb	perennial	black-eyed susan
Rumex crispus	Polygonaceae	RUMCRI	non-native	0	0	forb	perennial	curly dock
Salix discolor	Salicaceae	SALDIS	native	1	-3	shrub	perennial	pussy willow
Salix nigra	Salicaceae	SALNIG	native	5	-5	tree	perennial	black willow
Sassafras albidum	Lauraceae	SASALB	native	5	3	tree	perennial	sassafras
Solanum carolinense	Solanaceae	SOLCAR	non-native	0	3	forb	perennial	horse-nettle
Solidago canadensis	Asteraceae	SOLCAN	native	1	3	forb	perennial	canada goldenrod
Solidago gigantea	Asteraceae	SOLGIG	native	3	-3	forb	perennial	late goldenrod
Solidago juncea	Asteraceae	SOLJUN	native	3	5	forb	perennial	early goldenrod
Sonchus oleraceus	Asteraceae	SONOLE	non-native	0	3	forb	annual	common sow-thistle
Sorghum halepense	Poaceae	SORHAL	non-native	0	3	grass	perennial	johnson grass
Taraxacum officinale	Asteraceae	TAROFF	non-native	0	3	forb	perennial	common dandelion
Toxicodendron radicans	Anacardiaceae	TOXRAD	native	2	0	vine	perennial	poison-ivy
Trifolium pratense	Fabaceae	TRIPRA	non-native	0	3	forb	perennial	red clover
Trifolium repens	Fabaceae	TRIREP	non-native	0	3	forb	perennial	white clover
Verbascum thapsus	Scrophulariaceae	VERTHA	non-native	0	5	forb	biennial	common mullein
Viburnum acerifolium	Adoxaceae	VIBACE	native	6	5	shrub	perennial	maple-leaved viburnum
Vinca minor	Apocynaceae	VIMMIN	non-native	0	5	shrub	perennial	periwinkle

Sustainability Evaluation of “Former Airport Property”



This report was created for:

City of Saugatuck
102 Butler St, Saugatuck, MI 49453

Sustainability Evaluation

ODC Network sustainability staff evaluated the sustainability performance of the City of Saugatuck-owned “Former Airport” property (parcel #'s: 20-002-027-00 and 20-260-002-00), both in its current state and potential future uses. This assessment involved an examination of carbon sequestration and mitigation potential, air pollution, hydrological benefits, EV charging feasibility, and solar development opportunity. The primary purpose of this work was to identify opportunities for improving sustainability performance and strategies to balance and support social, environmental, and economic needs of the community.

Executive Summary

The forest cover of this site represents the bulk of its value as a sustainability asset to the community. The ecological services provided by the large areas of mature, biodiverse, and healthy forests should be preserved and emphasized in any future use plans for the property. In addition to its intrinsic value as high-quality habitat and natural area, the property has a measurable impact on factors directly associated with human health, wellness, and prosperity. Unless significant redevelopment of the parcel and surrounding area were to occur, opportunities to leverage the property for electric vehicle charging and/or solar development are non-existent.

Valuation of Existing Canopy

The data presented here provided a quantitative assessment of the properties role in combating climate change, enhancing air quality, and sustaining the water balance within the region.

Sequestration Value of Existing Canopy

Healthy forests capture and store large quantities of CO₂, the primary greenhouse gas associated with human-caused emissions and climate change. This relatively large tract of forest acts as a significant carbon sink in the community. At the time of this report, the tree cover alone stores over 5,000 metric tonnes of carbon or the equivalent to approximately 20,000 metric tonnes of CO₂. The US Forest Service estimates the social cost of this quantity of carbon to be upwards of \$900,000. Each year, the property is projected to sequester an additional 200+ metric tons of carbon, the equivalent to 100 homes’ energy use for one year (**Appendix B**)

Description	Carbon (T)	±SE	CO ₂ Equiv. (T)	±SE	Value (USD)	±SE
Sequestered Annually in Canopy	217.94	±3.98	799.11	±14.58	\$37,169	±678
Stored in Trees (Not Annual)	5,473.24	±99.85	20,068.55	±366.13	\$933,465	±17,030

Soil-based carbon sequestration values were not included in this report (standard measurement practices and tools are still in development), however, it is highly likely that this represents an additional carbon sink and ecosystem service provided by the property in its current state.

Air Pollution Value of Existing Canopy

In addition to carbon sequestration, healthy forests also play a critical role in the moderation of air quality and air pollution. At the time of this report, the existing canopy of this property has the potential to remove over 12,000 lbs. of air pollution each year. Notably, this includes particulate matter (PM2.5 and PM10), one of the primary concerns associated with the increased presence of wildfire smoke in West Michigan.

Abbr.	Description	Annual Removal (lbs.)	±SE	Value (USD)	±SE
CO	Carbon Monoxide	142.56	±2.60	\$2	±0
NO2	Nitrogen Dioxide	776.85	±14.75	\$3	±0
O3	Ozone	7,822.81	±142.72	\$185	±3
SO2	Sulfur Dioxide	494.87	±9.03	\$1	±0
PM2.5	Particulate Matter <2.5 Microns	379.38	±6.92	\$373	±7
PM10	Particulate Matter <10 Microns	2,635.50	±48.08	\$150	±3
Total		12,251.98	±223.52	\$714	±13

Hydrological Value of Existing Canopy

Forests are also a key component of the water cycle and healthy watersheds. The trees alone on this property help to filter and manage over 20,000 gallons of water (the size of an average swimming pool in the United States) each year.

Abbr.	Benefit	Amount (gal)	±SE
AVRO	Avoided Runoff	34.83	±0.64
E	Evaporation	5,935.62	±108.29
I	Interception	5,967.80	±108.88
T	Transpiration	8,496.19	±155.00
Total		20,434.44	±372.81

*Data calculated using I-Tree software, A product produced through the collaboration of the US Forest Service, Davey, Arbor Day Foundation, Society of Municipal Arborists, Casey Trees, International Society of Arboriculture. See **Appendix A** for more information.*

EV Charging Evaluation

Public entities including parks, beaches, and nature preserves represent increasingly popular locations for EV chargers as demand rises for charging options that provide entertainment and recreation opportunities while drivers and passengers refuel (Appendix C). At the time of this report, the charging infrastructure of the Saugatuck is considered underdeveloped and ripe with opportunity for additional public charging facilities. The portion of Interstate 196 passing through the Saugatuck area does not yet meet the US Department of Energy’s minimum distance or fuel-specific station requirements to qualify as an electric-vehicle ready corridor.

Although demand at this property could increase depending on future-use plans and public accessibility, investment in publicly available EV charging facilities should be prioritized elsewhere in the community before focusing on this area. The property is ineligible for the Department of Environment Great Lakes and Energy’s Charge Up Michigan program and will likely be ineligible for other funding sources due to its distance from local thoroughfares and population centers. (The current driveway is 1.59 miles from exit 41, 4.58 miles from exit 36)

Solar Evaluation

As it stands, the property does not lend itself to solar development satisfying only one of four priorities typically considered in site selection:

- **Three-phase power:** Close proximity (less than 1 mile) to 3-phase power is a minimum requirement for solar development, which is conveniently present along 63rd street.
- **Substation:** Close proximity (less than 3 miles) to an electrical substation is commonly preferred for solar development. The nearest substations are located 6.89 miles and 8.15 miles away.
- **Ecological loss:** Current solar developments prioritize land that has already been cleared and leveled. In addition to the logistical issue of clearing the land, the social and environmental cost of site preparations for a ground-mount solar array (minimum of 20 acres) would likely outweigh the potential returns (Annual lease rates currently hover between \$600 - \$1,500 per acre).

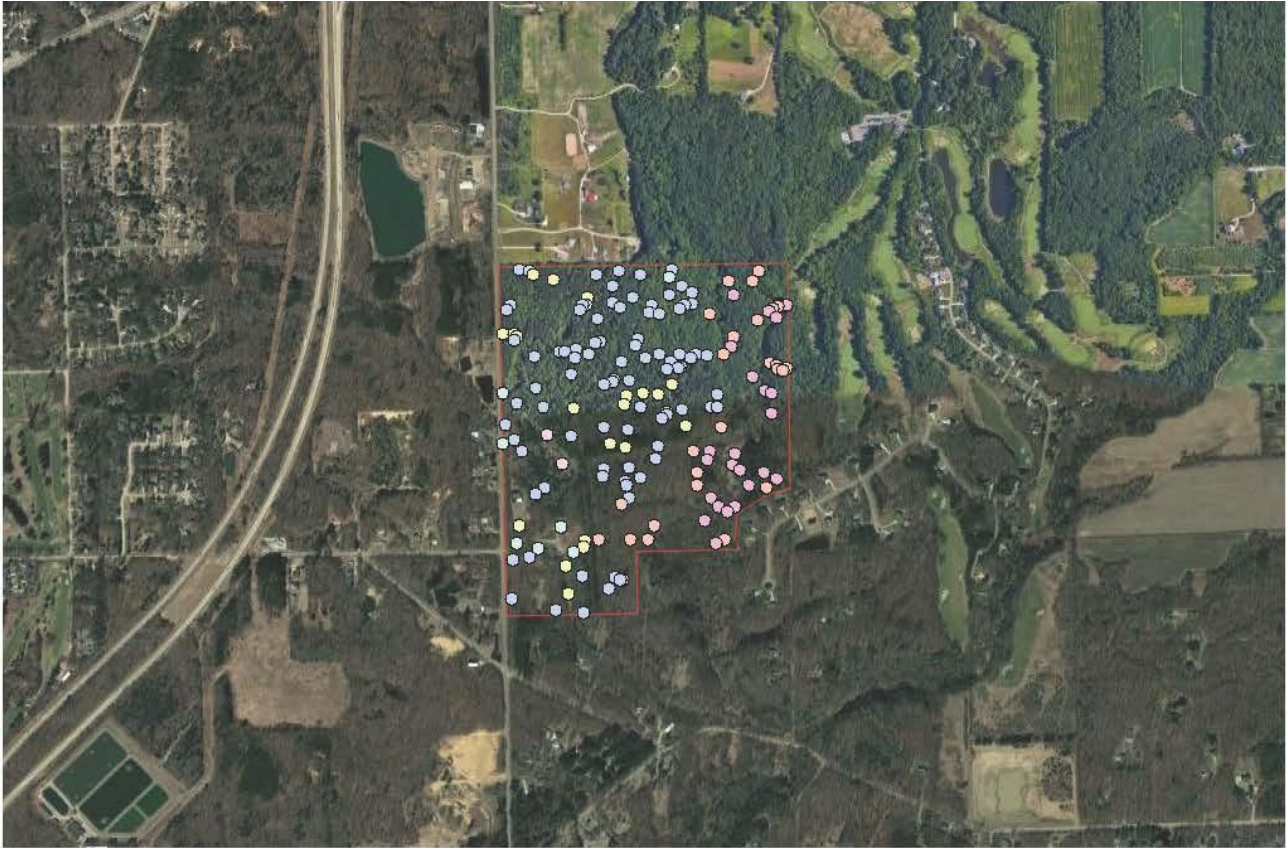
- **Competitive Alternatives:** The presence of numerous alternative sites in the region with a lower opportunity cost for solar development (parking lots, rooftops, vacant property, agricultural land) pose significant competition making this property an unlikely candidate.

Composting/Yard Waste Material Management

The disturbed area of property currently used to manage DPW lawn waste appears compliant with Section 11521(4)(b)(i) and (ii), of Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451 requirement for use as a Commercial Composting facility. If demand for a larger local composting facility to serve residential needs exists, many aspects of this location make it a good candidate for consideration. The western half of the property is well-buffered from required setbacks and is visually isolated from major residential and commercial areas. The eastern half of the property could serve as an olfactory buffer to any neighbors downwind of the operation. If this opportunity were pursued, caution should be taken to avoid the introduction of invasive species to the surrounding natural areas through the translocation of yard and lawn waste. If co-developed with a trail system and other recreational opportunities, careful planning would be necessary to isolate operations from public-use areas.

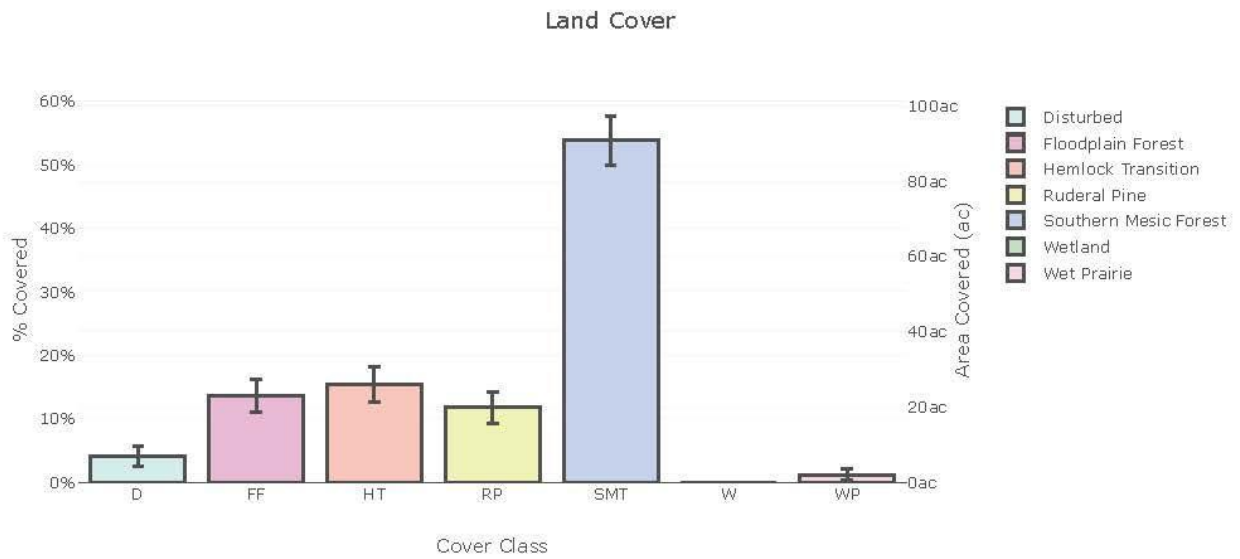
Appendix A: Canopy Valuation Results

Data calculated using I-Tree software. A product produced through the collaboration of the US Forest Service, Davey, Arbor Day Foundation, Society of Municipal Arborists, Casey Trees, International Society of Arboriculture.



Google

Imagery ©2023, CNES / Airbus, Maxar Technologies, NOAA, USDA/FPAC/Geo Report a map error



Appendix B: Canopy Sequestration Equivalencies













Calculated using EPA [Greenhouse Gas Equivalencies Calculator](#)

799 Metric Tons of Carbon Dioxide (CO₂) equivalent

This is equivalent to greenhouse gas emissions from:

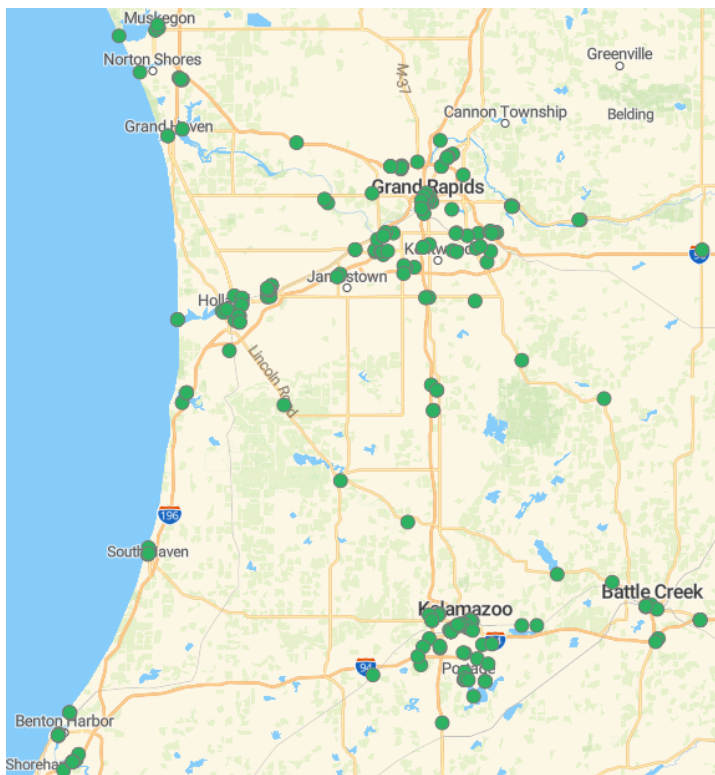
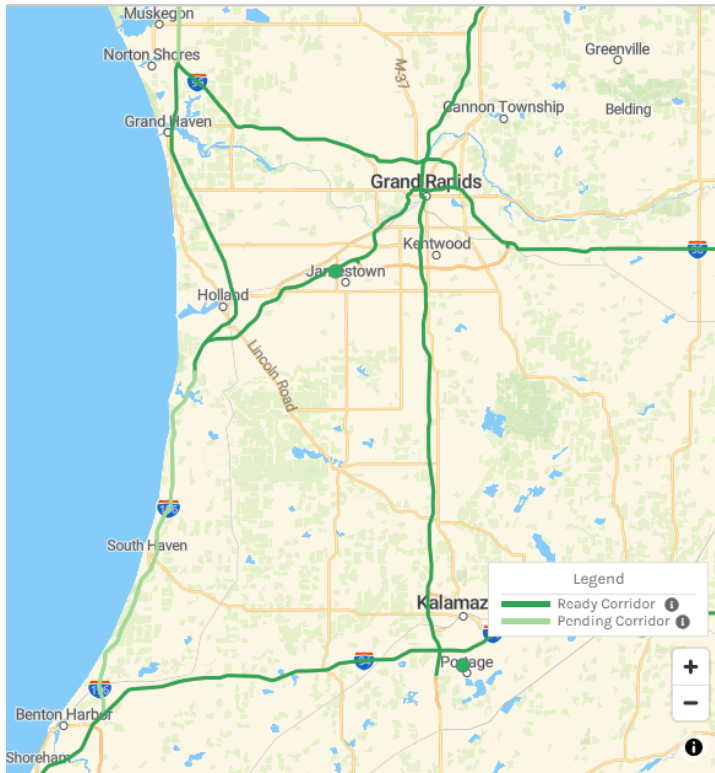
178 gasoline-powered passenger vehicles driven for one year 	2,048,557 miles driven by an average gasoline-powered passenger vehicle 
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This is equivalent to CO₂ emissions from:

89,919 gallons of gasoline consumed 	78,498 gallons of diesel consumed 
895,126 pounds of coal burned 	10.6 tanker trucks' worth of gasoline 
101 homes' energy use for one year 	155 homes' electricity use for one year 
4.4 railcars' worth of coal burned 	1,848 barrels of oil consumed 
36,710 propane cylinders used for home barbeques 	0.0002 coal-fired power plants in one year 
0.002 natural gas-fired power plants in one year 	97,205,855 number of smartphones charged 

Appendix C: EV Charging Supporting Data

Source: U.S. Department of Energy Alternative Fuels Data Center



Appendix D: Commercial Composting Regulatory Requirements

[Department of Environment, Great Lakes, and Energy Commercial Composting](#)

Yard Waste Composting Isolation Distances (feet)

According to Section 11521(4)(b)(i) and (ii), of Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, registered composting sites must maintain certain isolation distances to property lines, residences, surface water, wells, and sensitive receptors. The following table contains these requirements.

	Facility in operation before December 1, 2007	Facility in operation after December 1, 2007
Property line	50	50
Residence	200	200
Surface water	100	100
Type I or IIA water supply well	NA	2,000
Type IIB or III water supply well	NA	800
Sensitive receptor	NA	500
Groundwater	NA	4

SOAR Analysis of “Former Airport Property”



This report was created for:

City of Saugatuck
102 Butler St, Saugatuck, MI 49453

The following is the written account of the third part of a strategic analysis for the former airport site. The previous components included both an ecological evaluation and sustainability evaluation completed by the ODC Network in August of 2023.

On October 20, 2023, from 3-4:15pm, Dave Nyitray and Sarah Irvin of the ODC Network conducted a SOAR Analysis to gather public comment about future plans for the City of Saugatuck-owned “Former Airport” property. This meeting took place at Saugatuck City Hall with 14 participants. A zoom recording of the meeting is on record at the City of Saugatuck, and [available on YouTube](#).

Goal: Use the SOAR Model to analyze the Former Airport property site

- Expectations for the activity:
 - This activity will not result in a list of concrete tasks to move forward with, but 1.) starts the conversation to make sure multiple perspectives are considered and 2.) shows City Council what the predominant wishes, priorities, and interests from the attending group are that should be considered throughout this planning process.
- The analysis:
 - Following the SOAR model, questions were posed to the group that prompted the submission of answers via sticky notes. Sticky notes were gathered, sorted, and emerging themes were voted on to measure overall priority/ interest, (regardless of the number of sticky notes that contributed to the creation of each individual theme). After the meeting, the ODC compiled notes and feedback discussed, and synthesized with existing Ecological and Sustainability reports for City review to inform their decision-making process.
- Conclusions:
 - Top Strength: The natural state of the park: the existing trees, and the past and present value to humans as a carbon sink, and to organisms as habitat.
 - Top Opportunity: Creating connectivity within the trails and community for the purpose of low-impact recreational use. While inherently beneficial, this option balances the preservation of the area for habitat and future generations with granting residents and tourists sustainable access to a large, continuous natural space.
 - Top Aspiration: Connecting nearby organizations and natural properties: many people care about and would use this land so relevant groups should be included in the planning process. In addition, as wonderful as this continuous property is, it could be made larger by connecting trails with surrounding natural properties.
 - Top Result: Activating the property + Build out/ Define trails: In the immediate future, make the property safe and alluring to visit by building out trails/ infrastructure, offering educational opportunities, and letting residents and visitors know that it’s available as a low-impact recreational space.
- Follow-up needed:
 - Complete an analysis on the monetary value of keeping compost and yard waste drop-off/ storage active here, even if the logistics/ rules must change slightly to better protect the

environment, with the purpose of comparing that value to what it would cost to haul the material elsewhere.

- Engage with the following groups for additional input and/or collaboration:
 - Tri-Communities
 - Surrounding school districts
 - Township (not limited to, but at least to discuss whether the new trail system could connect to neighboring Trails n Trails routes to create longer continuous trails)

Note: Anything in italics below is a direct quote from a sticky note submitted by a participant.

Strengths

Answering the questions:

- What do we build on?
- What do we excel at / are most proud of?
- What makes the property unique?
- What are our values?

Emerging Themes

- Ranked by priority of participants (*Votes/Total Participants*)
- 1. Existing Forest as habitat (*7/14*)
 - a. *Huge carbon sink*
 - b. *Mature forest*
 - c. *Value of existing canopy to: 1.) combat climate change and 2.) enhance air quality*
 - d. *Keep it natural*
 - e. *Save habitat for animals*
 - f. *Protect from trash, etc*
 - g. *Preserve rustic nature*
- 2. Size/Location/ physical attributes of the property as they pertain to people (*3/14*)
 - a. *Last existing continuous parcel that's undeveloped in that area*
 - b. *Large portion of undeveloped environment*
 - c. *Large parcel for animals and plants to co-exist*
 - d. *Large piece of natural, undeveloped land*
 - e. *Minimize trails to keep wild*
 - f. *Size*
 - g. *Location*
 - h. *Out of the way*
- 3. Existing Trails (*2/14*)
 - a. *Existing foot trails*
 - b. *Trails*
 - c. *Existing building & utilities*
- 4. Partnership + Connecting/ Tri-Communities Plan (*2/14*)
 - a. *Current interest in sustainability*
 - b. *PPW commission to move ideas forward*
 - c. *Parks Committees in Saugatuck & Township working together*
 - d. *Helps link City to Township + our trails*
 - e. *Need for expansion of park system for S'tuck & Township & Douglas*
 - f. *Tri-Community Master Plan supports environmental stewardship and park development*

- g. *Hiking communities in Tri-Community area*
 - h. *Can partner with Township Park to create an amazing outdoor area*
 - i. *Cross country ski & run trail*
 - j. *Connect to other parks*
 - k. *Property available for park development*
 - l. *Maybe consider joint venture with nearby Tails n Trails area (although dogs may not be good for species of concern)*
 - m. *Current interest in connecting trails*
 - n. *Education value*
5. Natural Beauty (0/14)
- a. *Property is stunningly beautiful!*
 - b. *Supports the natural beauty that's integral to what makes Tri-Communities unique and beautiful*
 - c. *Residents and visitors are here because of the natural beauty of this area*
 - d. *Beautiful natural site...a shame no one much goes there*
6. Existing Compost/ Yard Waste (0/14)
- a. *Composting*

Opportunities

Answering the questions:

- What's happening around us?
- What changes and gaps in the community align with identified strengths?
- What threats do we see that we could reframe as opportunities?
- What needs and wants are we currently not fulfilling for our residents?
- What partnerships would lead to greater success?

Emerging Themes

- Ranked by priority of participants (*Votes/Total Participants*)
1. Connectivity of the trails for the purpose of low-impact recreational use by people (connecting trails/ Tri-Community Plan/ Hiking) (10/14)
- a. *Partnership with Township in trails*
 - b. *Tri-Community environmental projects*
 - c. *Build on tri-community planning and connections*
 - d. *Meet growing demand for green spaces/ parks that provide a variety of experiences*
 - e. *Healthy lifestyle for residents*
 - f. *Open hiking trails for health and recreation*
 - g. *63rd is relatively quiet (traffic-wise) for access to property via bicycle*
 - h. *Working to connect all our trails*
 - i. *Relieve pressure from Saugatuck Dunes St. Park & Mt. Baldhead Park PLUS create variety for hikers to enjoy*
 - j. *More local trails*
 - k. *Connect trails*
 - l. *Tri-Community interest in trails*
 - m. *Supporting the schools through education*
 - n. *Tree & wildlife education*

2. Prioritizing the Protection/ Restoration of the property for the purpose of protecting habitat for wildlife (Plants/Animals/Old forest) (3/14)
 - a. *Control invasive species from choking out canopy, etc*
 - b. *Protecting environment*
 - c. *Interest in preserving natural habitat*
 - d. *Protecting forest and habitat*
 - e. *Protecting habitat*
 - f. *Protect plant life from insects etc - ex: Hemlocks*
 - g. *Keep sky dark at night*
 - h. *Protect natural land from development*
 - i. *Protect space for animals*
 - j. *Preserving old forest*
 - k. *Create a large chunk of undeveloped (or minimally developed) green space for native plants and animals (who don't get to vote)*
 - l. *Preserve such a large piece of land*
 - m. *Once it's gone we won't ever have that much land again*
 3. Use designed for medium-high impact recreation (biking/ tourism) (0/14)
 - a. *Use as marketing for tourism*
 - b. *Winter sports lacking - could help with that*
 - c. *Create natural space to attract people to the area (trails, etc)*
 4. Art (0/14)
 - a. *Art and Nature meet*
 - b. *Sculpture Trail*
 5. Else (Not easily sorted into an above category, not voted on)
 - a. *Create a place for people (residents) to collect composted humus for their landscape to hold rainwater*
 - b. *Composting revenue*
 - c. *A nature-sensitive site for affordable housing*
-

Aspirations

Answering the questions:

- What does the future look like?
- What is our vision for the future, what do we want to achieve?
- How can we make a difference?
- What are we passionate about?

Emerging Themes

- Ranked by priority of participants ([Votes/Total Participants](#))
1. Connecting existing organizations/ nearby natural properties (6/11)
 - a. *Restore trails to connect communities*
 - b. *Positive intra community connection*
 - c. *Accessibility for all- universal trail access*
 - d. *Connect to Blue Star non-motorized trails*
 - e. *Tails linked to Tails n Trails property*
 - f. *Connect to landfill property for trails and sports*
 - g. *Community gardens for part of land*

- h. *Start land match gesture to neighbors*
 - 2. Create year-round recreation (3/11)
 - a. *Sports fields in disturbed areas*
 - b. *Winter sports haven to make Saugatuck a 4 season destination*
 - c. *Cross Country running*
 - d. *Cross country skiing*
 - e. *Cross-country, snowshoeing in winter*
 - 3. Preserving/ conservation (3/11)
 - a. *Safely preserved - no threat of development in the future*
 - b. *Nature preserved*
 - c. *Maintain the last piece of untouched land. Light Activity?*
 - d. *Promote protection of nearby parcels*
 - e. *Encourage more conservation*
 - f. *Awed by nature*
 - 4. Benefit people (0/11)
 - a. *A place for families to spend time in nature*
 - b. *Area known Art Coast & nature destination*
 - c. *Compost facility for our residents*
 - d. *A use that benefits the greatest number of Saugatuck citizens while maintaining the natural beauty*
 - e. *A local attraction used daily by Tri-Community residents*
 - f. *Trail signage to educate about plants, animal habitat, forest, birds, etc*
 - g. *Awesome trails!!*
 - h. *Love the ODC buildout @ RidgePt- trails like that would be amazing here*
 - i. *Shelter with picnic tables, grills*
-

Results

-Note: Tackled this from the perspective of, "What can we focus on in the immediate future?"

Answering the questions:

- How do we know what success looks like?
- What measures will tell us we are on track to achieve success?
- How do we know when we've achieved our goals?
- How do we measure impact, change or improvement?

Emerging Themes

- Ranked by priority of participants ([Votes/Total Participants](#))
- 1. Activating the property + Build out/ Define trails: Make the property safe and alluring to visit by building out trails/ infrastructure and offering educational opportunities (8/11)
 - a. *Work with township to develop plan for trails that could [be] more easily connected*
 - b. *Plan to groom existing trails, and potentially expand where it is easy*
 - c. *More trails*
 - d. *Clear/ mark distinct trails*
 - e. *Open trails for hiking - minimal impact on nature*
 - f. *Let residents know they may hike there - at their own risk*

- g. Guided walks/ hikes*
 - h. Restore trails with educational markers*
 - i. Open park*
 - j. Clear trails*
 - k. Gravel parking lot*
 - l. Porti pottys*
 - m. Open to the public*
 - n. Create parking area*
 - o. Legitimize the existing trails*
 - p. Communicate about the property & trails*
 - q. Connect to township park for cross-country team to practice and host meets*
2. Do more homework: Continue the conversation with other groups of people (3/11)
 - a. A broad range of community members participating in envisioning the future for the land, including those who might prefer options this group wouldn't suggest*
 3. Conserve land: Set aside land to be conserved solely for the protection of the plants and animals that live there (0/11)
 - a. Buy and conserve surrounding land*
 - b. Cost estimate to deal with invasive species*
 - c. Conserve large portions*
 - d. Identify areas to keep conserved NOW based on ODC report and restrict access*
-

Final question: What haven't we captured that should be considered throughout this process?

- Mid/Long Term
 - Compost Study/ Act: Could we have a cost analysis done on the value of keeping compost and yard waste in part of this property as opposed to shipping that material elsewhere?
- Engage Tri-Community
- Look at other models
 - ODC Network's Nature Preserve was cited as an example of what the management and conservation of a natural property with access for low-impact recreation and self-guided education/ exploration could look like
- School District Engagement
 - Already communicate for sports, could also communicate here

Verbally communicated from the participants:

- Thankfully these discussions are going to preserve the land regardless of whether it is for use by people or habitat conservation—developing it into something other than a natural space is not even on the table
- These suggestions are intended to be the lasting impact that a room full of older folks can contribute both to the environment itself, as well as subsequent generations



City Council Agenda Item Report

FROM: Ryan Cummins, Interim City Manager

MEETING DATE: March 20, 2024

SUBJECT: Evaluation of Cross Country Trails at Old Landfill Property

DESCRIPTION:

Ken Butler of the Saugatuck Township Parks and Recreation Commission recently approached the City's Parks and Public Works Committee with a request to evaluate the City's old landfill property (off of I-196) for possible cross-country running trails. Mr. Butler believes the Saugatuck Parks and Recreation Commission may be interested in signing a lease for the property to construct and maintain the trails.

During a March 15 special meeting, the Parks and Public Works Committee discussed Mr. Butler's request and passed the following motion:

Motion by Roche, second by DeJong to allow Saugatuck City Staff to evaluate steps to lease the landfill property to Saugatuck Township for the purpose of establishing and maintaining cross country trails for Saugatuck Public Schools.

Uses for the old landfill property were not established by the Council as a priority for 2024. Staff is seeking direction from Council on whether you wish for this matter to be pursued further at this time.

A few items to consider:

- Last year City Council approved a Phase 1 environmental assessment of the old landfill property which was completed.
- Fleis and Vanderbrink have preliminary advised:
 - They “don’t see an issue with passive recreational use providing paths do not wear down through the cover material that was placed as part of the Closure with the State. As the owner the City has an obligation to maintain the cover to be protective of users of the property.”
 - To make a final determination, the following would be needed:

- Methane testing.
 - Vent overhaul.
 - Plan to inspect and maintain the landfill cap, which includes the soil.
- EGGLE’s Material Management Division District Supervisor previously advised:
 - They reviewed a historical EPA screening site inspection report for the site.
 - They are unsure if the cap met the standards at the time.
 - Waste Management previously owned/operated the site and would be in the chain of liability.
 - One soil sample showed elevated levels of several contaminants.
 - With “care and proper maintenance, limited, appropriate development around the landfill may be possible. Care should be taken to not damage the cap and to remove woody vegetation that can damage the cap.”
- The City Treasurer believes there may be a historic agreement with Waste Management on how the site may be used.
- A historical review of title work, ownership, and past agreements will be needed.

To further evaluate the site for cross country trails, it will involve staff time and professional services, including engineering, environmental testing, and legal. These costs are currently unknown. There may be an opportunity to share these costs with the Saugatuck Township Parks and Recreation Commission.

If Council wishes to proceed, staff will work with the Township to evaluate the potential costs and explore a cost share agreement.

If Council is not willing to proceed at this time, further consideration can occur at the next strategic planning session.

LEGAL REVIEW:

N/A at this time.

SAMPLE MOTION:

N/A – Workshop discussion item.

Good morning Helen

Holly Anderson indicated that you would like a quick outline on the closed dump site in Saugatuck Township

The dump site is two adjacent parcels that total 33 acres located in Saugatuck Township. The property is just south of the Tails and Trails park owned by Saugatuck Township that has recently added a new trails network . Further upgrades are planned for this spring. To the south of the closed dump site is the Kalamazoo Water and Sewer Authority site.

The EPA had a report prepared in 1990 that gave the history of the dump. The report referenced the Saugatuck Township landfill or STL was currently owned by Saugatuck Township, the Village of Saugatuck, and the Village of Douglas and have done so since 1965 . The tax records of Saugatuck Township indicate the property is non taxable and the bill indicates the City of Saugatuck as the landowner. A second environmental report written by the firm of Montgomery Watson in May of 1996 was submitted to the City of Saugatuck and Township of Saugatuck . This second report indicated again that the ownership of the site was shared by the same three communities identified in the prior EPA report. None of the three communities can provide an explanation for this divergence of ownership records so I am going to ask the History Center in Douglas to see if they can shed any light or falling that a trip to Allegan to the Register of Deeds will be necessary..The site was used as a landfill until August 15th 1984 when it as closed. The landfill at the site was capped in the fall of 1984 the cover consisted of 9 in of sand, 15 in of clay, and a top layer of 4 in of sand, which was seeded for vegetation. The property has been vacant for 40 years. I provided a copy of the EPA report to Ryan approximately 2 years ago.

An environmental assessment was performed by the City of Saugatuck last year which indicated the parcel was environmentally safe for foot traffic trails and or park usage

Saugatuck High School has a boys and girls cross country team that do not have a course to host home meets. This means that even though the girls were State Runner run up champions in 2018 and the boys were runner up State runner up champions in 2014 and State Champions in 2013, 2015, and 2016, they never got to have their parents and friends watch them compete in Saugatuck .

Coach Rick Bauer and I have walked and reviewed the possibility of using the dump site and the adjoining township park together as a Cross Country Course of 3.1 Miles. A junior high school meet was held in the Township park this fall that was deemed a success but that was a shorter course for the younger athletes. Coach Bauer is convinced a High School Course can be created by utilizing both properties . Saugatuck Township Parks and Recreation is agreeable to creating a trail for the three communities to utilize and provide the Saugatuck Schools and long deserved location for the Cross Country Teams. This will be at no expense to the City of Saugatuck and appropriate insurance language will provide municipal coverage as well.

A rough draft of a proposed lease was provided to the city of Saugatuck Parks Committee this fall for discussion purposes. Please let me know if you require any other documents to be able to reach a decision on the viability of such a partnership to benefit the three great communities and the award winning school district.



City Council Agenda Item Report

FROM: Ryan Cummins – Interim City Manager

MEETING DATE: 3/25/2024

SUBJECT: Sidewalk Seating Request – 449 Water Street – WPBG LLC

DESCRIPTION:

Christine Murphy of WPBG, LLC (Wicks Park Bar & Grille), has submitted a request to place 10 picnic tables, 4 tables (of a size to seat four persons), 16 chairs, wood railings, barrels, planters, metal partitions, trash, and sanitation station within and on the public sidewalk and street adjoining the property, to be utilized in conjunction with the restaurant. The seating will be on the west side of the building along Water Street.

Ms. Murphy intends to make a future request for seating along Mary Street once details are known around the area having a solid surface. This request will not approve any seating along Mary Street.

Attached is a Revocable License Agreement that would allow for Wicks Park Bar & Grille to have temporary restaurant seating in the public right-of-way until November 1, 2029. It is of note the seating must still be removed seasonally from November 1 to April 1.

BUDGET ACTION REQUIRED:

N/A

COMMITTEE/COMMISSION REVIEW:

The Planning Commission and Historic District Commission have both reviewed the request and approved.

LEGAL REVIEW:

The City Attorney reviewed revocable license agreement language for restaurant seating in the public right of way.

SAMPLE MOTION:

Motion to **approve/deny** the Revocable License Agreement for temporary restaurant seating in the public right-of-way for Wicks Par Bar and Grille (WPBG, LLC).

REVOCABLE LICENSE AGREEMENT

FOR RESTAURANT SEATING IN THE PUBLIC RIGHT OF WAY

THIS AGREEMENT is made this ___ day of _____, 2024, by and between the CITY OF SAUGATUCK, (hereinafter “City”) a municipal corporation located in Allegan County, Michigan; and Wicks Park Bar and Grille (WPBG LLC), (hereinafter “Licensee”).

Recitals

- A. Licensee has ownership interest in real property located at 449 Water Street, in the City of Saugatuck, further described as PP No. 03-57-300-068-00. A restaurant is operated on the property.
- B. Licensee desires to place 10 picnic tables, 4 tables (of a size to seat four persons), 16 chairs, wood railings, barrels, planters, metal partitions, trash, and sanitation station within and on the public sidewalk and street adjoining the property, to be utilized in conjunction with the restaurant.
- C. The public sidewalk and street are under the control and jurisdiction of the City and the City is amenable to granting a revocable license to Licensee for the purposes described herein, subject to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, it is agreed as follows:

Agreement

1. The parties affirm that the recitals set forth above are correct, form an integral part of this Agreement and are incorporated by reference.
2. The City grants to the Licensee, and the Licensee accepts from the City, a non-exclusive, revocable license to place and utilize the number of tables and chairs set forth above within and on the public sidewalk and street directly adjacent to the Licensee’s property, in the precise location shown on the attached sketch plan, marked as Exhibit A (the “Licensed Premises”) subject to the terms and conditions of this Agreement. Without limiting the foregoing, the placement and use of the seating and tables shall not obstruct or interfere with a five (5) foot wide path on the improved sidewalk, which path shall be continuously maintained for pedestrian travel.
3. The Licensee acknowledges and agrees that Licensee has inspected the Licensed Premises and has determined such premises to be in a satisfactory condition and that the Licensee's entry upon and use of the Licensed Premises constitutes acceptance of the Licensed Premises on an "as is" basis. The City makes no representations or warranties as to the condition of the public right-of-way, the suitability of the use of the Licensed Premises proposed by Licensee, or any physical or other condition. The City will have no liability or responsibility for upkeep, maintenance, or any other action

with regard to personal property located on the Licensed Premises or the Licensed Premises as a result of this Agreement. Licensee will comply with all applicable ordinances, laws, and regulations governing the same and will keep personal property placed thereon in neat and clean condition, reasonable wear and tear excepted.

4. This Agreement is subject, without limitation, to the following general restrictions:
 - A. The use of the personal property on the Licensed Premises shall not be conducted in such a way as to become a public nuisance; and Licensee's use of the Licensed Premises shall not interfere with traffic or circulation on any adjoining streets, alleys, sidewalks or public open-space areas.
 - B. The Licensee is responsible for maintaining, in a clean and safe condition, the personal property as well as the Licensed Premises.
 - C. The personal property shall only be located in that area expressly designated on Exhibit A.
5. This Agreement shall not authorize the use or placement of any other personal property within or on the Licensed Premises, including, but not limited, to signage, fencing, trash cans, service stations, or features except those items referenced in Recital B above.
6. The Licensee shall hold the City and its officers, employees, and agents harmless from, and defend and indemnify them against, any and all claims or lawsuits seeking recovery for damage or injury, including death, and against any other legal proceedings instituted against any of them, directly or indirectly, arising from the use or placement of the tables and chairs within and on the public sidewalks or from the City's permitting the Licensee to install and maintain such encroachment, regardless of whether the Licensee or any of its officers, employees, or agents are negligent. The obligations of the Licensee under this paragraph shall survive the termination of this Agreement for a period of three years.
7. The license granted by this Agreement shall expire on November 1, 2029. Notwithstanding the foregoing, the license granted by this Agreement shall be revocable at the will of the City, with or without cause, by the City giving Licensee 15 days written notice of intent to revoke. Upon written notice to Licensee, mailed by regular mail to the Licensee at the property Licensee's address of record (PO Box 58, Saugatuck, MI 49453), Licensee shall forthwith remove the tables, chairs, wood railings, barrels, planters, metal partitions, trash, and sanitation station from within the City right-of-way. In the event the license is revoked, neither Licensee nor its successors or assigns shall be entitled to any compensation.
8. Any food service shall conform to applicable local, county, state, and federal laws, regulations, licensing requirements, and standards, subject to any limits imposed in this license.

9. The Licensee shall obtain, continuously maintain for the duration of this Agreement, and provide the City prior to execution of this Agreement, and from time to time thereafter, with proof acceptable to the City Manager of commercial general liability insurance coverage, naming the City as an additional insured party. Such insurance shall have an initial limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Said insurance must contain comprehensive coverage to insure against any and all claims arising out of or attributable to the encroachment of the tables and chairs into the Licensed Premises or other public right-of-way, regardless of whether the Licensee or any of its officers, employees, or agents are negligent in any manner. The certificate of insurance must contain an unqualified guarantee that the City will be provided with 30 days prior written notice of cancellation, termination, non-renewal, or material change in coverage of the insurance policy provided. If the Licensee fails to maintain the required insurance in force, the City may, at its option, obtain such insurance at its own expense and bill the costs of the same to the Licensee, which costs the Licensee agrees to promptly pay.
10. In no event shall the City be responsible for loss or damage to improvements or personal property owned by the Licensee or its invitees or employees and located on the Licensed Premises, which are caused by fire, theft, loss, vandalism or other casualty.
11. The failure of either party to enforce any covenant or condition of this Agreement shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this License. No provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing.
12. Licensee acknowledges and agrees that the City is the owner of the Licensed Premises, that the license granted under this Agreement involves the permission to enter and use property which is a public right of way, that the public's rights are paramount, and that the Licensee's use under this license may not interfere with the public's rights to the reasonable use of the Licensed Premises. Licensee further acknowledges that its use of the Licensed Premises does not constitute any title, claim of right, or other interest in the Licensed Premises.
13. Violations of a term of this Agreement by Licensee shall result in the suspension of Licensee's rights hereunder with 24-hour notice to Licensee.
14. This license is personal with the Licensee and does not run with the land. This license shall not be assigned or transferred in any manner by the Licensee to any other person or business entity. The City, in its sole discretion, may authorize the assignment or transfer of this license to a third party by amendment to this Agreement or by a separate license agreement.

In witness whereof, the parties have caused this Agreement to be executed on the date first set forth above.

CITY OF SAUGATUCK, a municipal corporation

By: _____

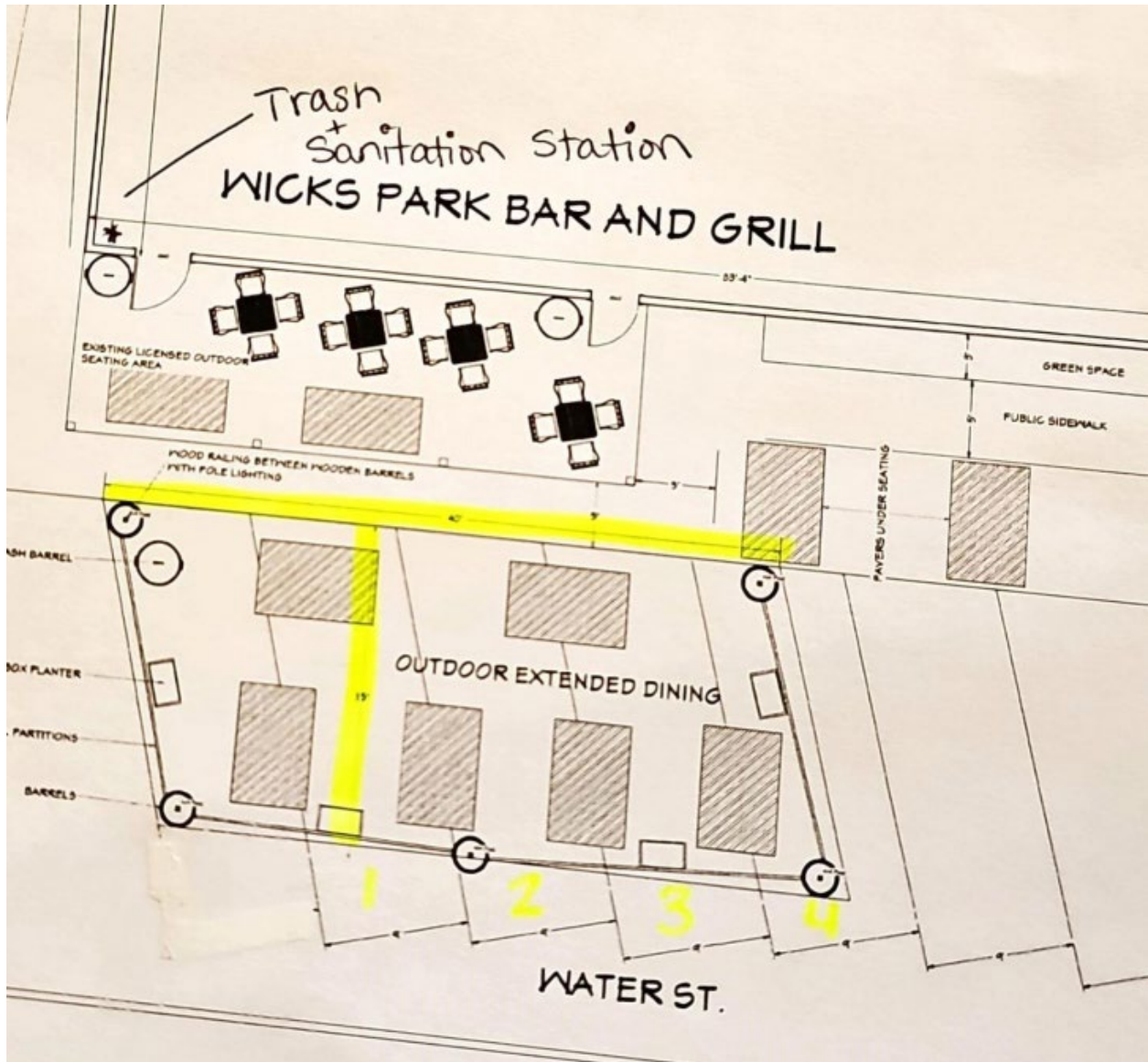
Its: _____

_____, a _____

By: _____

Its: _____

EXHIBIT A





City Council Agenda Item Report

FROM: Jamie Wolters
MEETING DATE: March 20, 2024
SUBJECT: Special Event-Mt. Baldhead Challenge

DESCRIPTION:

The Rotary Club of Saugatuck and Douglas are organizing the Mt. Baldhead Challenge to take place on September 7, 2024. See attached application with race route maps and breakdown of event below. City Staff, Fire, Police, and event organizer will meet closer to the event date to discuss specifics needed from each department.

BREAKDOWN OF EVENT:

Name: Mt. Baldhead Challenge
Date/Time: 9/7/24, 8:45am-3:00pm
Location: Oval Beach start to Coghlin Park finish
Estimated Attendees: 500
Estimated Volunteers: 70-100
Fireworks: No
Alcohol: Yes
Music: Yes

BUDGET ACTION REQUIRED:

N/A

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Motion to approve/deny the Mt. Baldhead Challenge to take place on September 7, 2024, organized by the Rotary Club of Saugatuck and Douglas.



Council Action	
_____	Approved
_____	Denied
_____	Date

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

SPECIAL EVENT & PARADE APPLICATION

Must be filled out in its entirety & returned to the City Clerk's Office 60 days prior to scheduled event

SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: Rotary Club of Saugatuck Douglas TELEPHONE: 248-245-4210

MAILING ADDRESS: P.O. Box 211 Douglas, MI 49406

CONTACT NAME: Helen Baldwin TELEPHONE: -

E-MAIL ADDRESS: hbaldwin@gmail.com CELL PHONE: 248-245-4210

CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: Helen Baldwin TELEPHONE: -

E-MAIL ADDRESS: hbaldwin0925@gmail.com CELL PHONE: 248-245-4210

EVENT INFORMATION

NAME OF EVENT: Mt. Baldhead Challenge DATE(S) OF EVENT: Saturday Sep. 7, 2024

PURPOSE OF EVENT: Support Boys + Girls Club RAIN DATE: n/a

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

EVENT LOCATION: start Oval Beach finish Coghlan Park EVENT HOURS: 8:45am - 3pm

ESTIMATED NUMBER OF ATTENDEES: 500

ESTIMATED NUMBER OF VOLUNTEERS: 7-100

ESTIMATE DATE / TIME FOR SET-UP: Sep. 4, 2024 9 A.M. P.M.

ESTIMATE DATE / TIME FOR CLEAN-UP: Sep. 7, 2024 3-5 A.M. P.M.

EVENT DETAILS

WILL MUSIC BE PROVIDED DURING THIS EVENT: Yes No

TYPE OF MUSIC PROPOSED: Live Amplification Recorded Loudspeakers

PROPOSED TIME MUSIC WILL BEGIN: 8am END: 3pm

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

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

If yes, describe measures to be taken to prohibit the sale of alcohol to minors: Bar area fenced in, ID checked at entrance

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

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

- "YARD" SIGNS - Number requested: ___ (Maximum size is 2' x 2'. Cannot be displayed no more than 15 days prior to first day of event and must be removed 24 hours after end of event.)
- BANNER UNDER SAUGATUCK PALETTE SIGN - (Size cannot be greater than 14' x 4'). Cannot be displayed more than 15 days prior to first day of event and must be removed 24 hours after end of event.)
- SIGNAGE AT EVENT SITE - Location(s): Cogin Park
Description of signs: Triumphant Arch, Sponsor Signs, Course Maps
(Signs at event site cannot be displayed prior to day of the event and must removed at the end of the event.)

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

BOOTHS – QUANTITY _____ TENTS – QUANTITY ① 20' x 30'

AWNINGS – QUANTITY _____ TABLES – QUANTITY 10

PORTABLE TOILETS – QUANTITY 10

VENDOR PARKING: Have you made arrangement for vendor parking? Yes No
If yes, where do you propose your vendors park? n/a

Will the Interurban be utilized? Yes No Time(s) 8am - 1pm

pick up/drop off locations coordinated with InterUrban directly

DEPARTMENT OF PUBLIC WORKS

APPROVED DENIED

Authorized Personnel Signature

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

TRASH RECEPTACLES - QUANTITY 10 BARRICADES - QUANTITY TBD pending
 TRAFFIC CONES - QUANTITY TBD pending course review PARKING SIGNS - QUANTITY course review
 FENCING WATER ELECTRIC RESTROOM CLEANING
 OTHER _____

POLICE DEPARTMENT

APPROVED DENIED

Authorized Personnel Signature

ADDITIONAL OFFICERS REQUIRED? Yes No

If yes please describe & include times Saturday - along course during races

Other (describe): _____

SAUGATUCK TOWNSHIP FIRE DISTRICT

APPROVED DENIED

Authorized Personnel Signature

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

Street closure date/time: _____ A.M. P.M.
Street re-open date/time: _____ A.M. P.M.
} TBD. pending course review

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

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

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

Parking Lot Location: _____
Sidewalk closure date/time: _____ A.M. P.M.
Sidewalk re-open date/time: _____ A.M. P.M.

What parking arrangements are proposed to accommodate potential attendance: _____

APPLICATION CHECK LIST

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

If document is missing, please explain: _____

The applicant and sponsoring organization understand and agrees to:

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

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

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

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

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

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



Applicant Signature

Feb 28, 2024

Date

SAME TWO COURSES!

MOUNT BALDHEAD CHALLENGE™

THE ULTIMATE MULTI-TERRAIN RACE

SATURDAY
SEPTEMBER 7

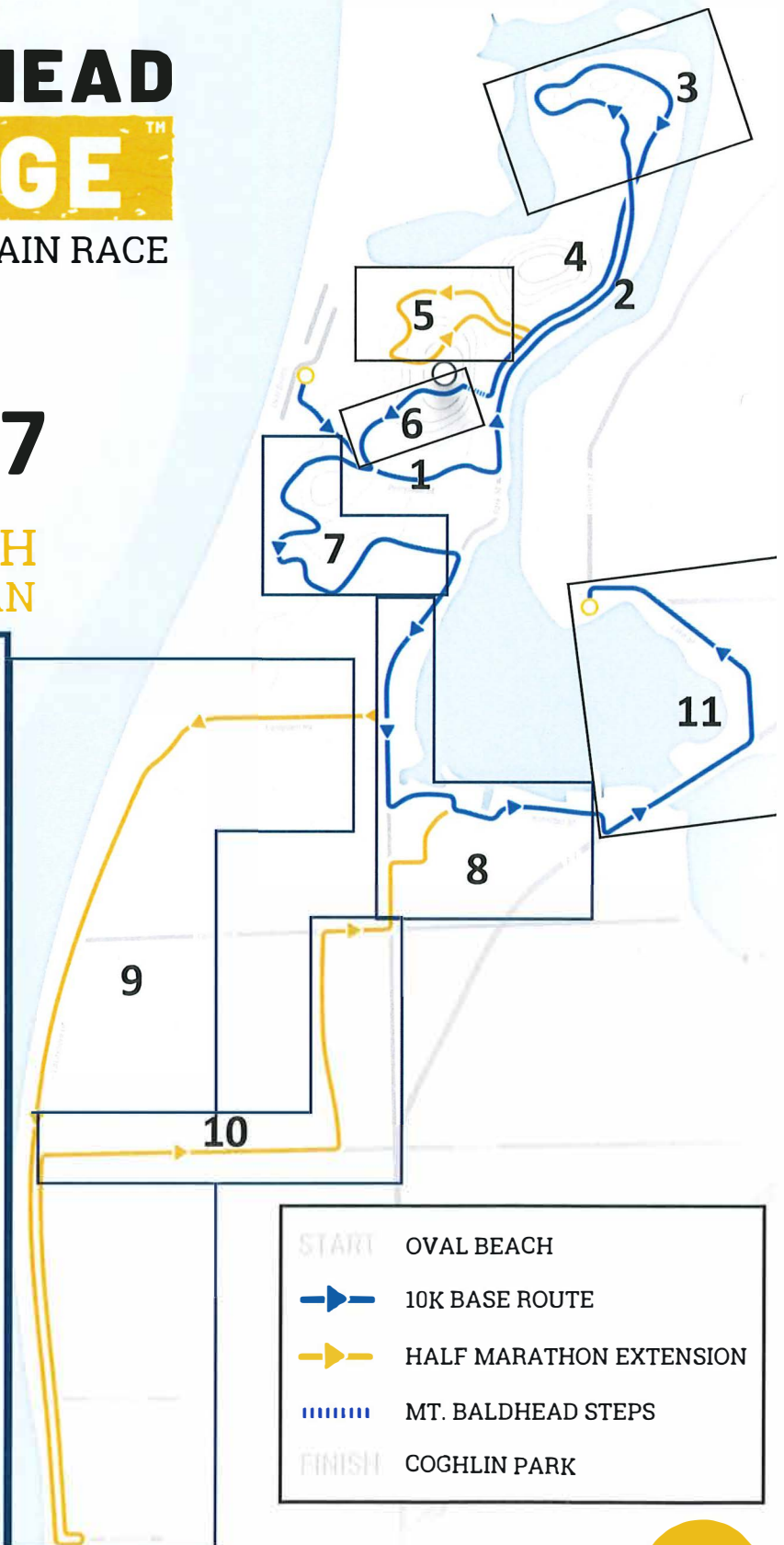
9 AM • OVAL BEACH
SAUGATUCK, MICHIGAN

CAT Zones

1. Perryman to Park Street Outbound
2. Park Street to OxBow Northbound
3. OxBow/Crow's Nest Trail
4. Park Street to MBC Steps Southbound
5. Fishtown Loop Trail
6. MBC Steps to Dunegrass via Perryman
7. Dunegrass to Vine and Park Streets
8. Park thru Condos and Marina to Blue Star Hwy.
9. Campbell Rd. to Old Owl back to Wiley on LSD
10. Wiley Rd., Barker Property, Center and Ferry St.
11. Blue Star at Red Dock Boat Ramp to Finish Line

CAT Team Assignments

- CAT A: Zones 1-4
CAT B: Zone 5
CAT C: Zone 6
CAT D: Zone 7
CAT E: Zones 8 & 11
CAT F: Zones 9 & 10



START OVAL BEACH
10K BASE ROUTE
HALF MARATHON EXTENSION
MT. BALDHEAD STEPS
FINISH COGHLIN PARK





Jamie Wolters

From: Bill Hess <wwh71@comcast.net>
Sent: Sunday, March 10, 2024 5:37 PM
To: Lauren Stanton; Helen Baldwin; Scott Dean; Russ Gardner; Gregory Muncey; Holly Anderson; Logan White
Cc: Jamie Wolters
Subject: Transparency: Events Surrounding the City Manager's Departure

Follow Up Flag: Follow up
Flag Status: Flagged

Mayor Stanton and City Council,

Since information about the "resignation" of the former City Manager appeared in the Holland Sentinel and Commercial Record, a number of Saugatuck citizens have expressed concerns with the lack of transparency regarding the details of his separation.

A day by day timeline detailing what occurred and when it occurred would greatly help your citizens understand just what happened.

While I understand there are legal issues that do not allow disclosure of some specific information, the timeline should state which details cannot be provided.

The timeline would show you indeed believe in transparency.

I believe you should provide this information to our citizens by the next Council meeting on Monday, March 25.

Bill Hess
Saugatuck

Sent from my iPad

Jamie Wolters

From: Barry Johnson <brumstr@comcast.net>
Sent: Sunday, March 10, 2024 11:23 PM
To: Lauren Stanton
Cc: Helen Baldwin; Scott Dean; Russ Gardner; Gregory Muncey; Holly Anderson; Logan White; Jamie Wolters
Subject: Re: Transparency: Events Surrounding the City Manager's Departure

Follow Up Flag: Follow up
Flag Status: Flagged

I agree with Mr. Hess' request for the Council to provide more information about the departure of City Manager Heise. If there was dereliction in his duties I can not understand or support any severance settlement.

Barry Johnson
Saugatuck City Resident

> On Mar 10, 2024, at 5:36 PM, Bill Hess <wwh71@comcast.net> wrote:
>
> Mayor Stanton and City Council,
>
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> Saugatuck
>
>
> Sent from my iPad

GARY E. MEDLER

gary.medler@yahoo.com

461 Vine Street PO Box 461

Saugatuck, Michigan 49453

312-848-2453

March 11, 2024

BY EMAIL DELIVERY

Jamie Wolters, City Clerk
City of Saugatuck
102 Butler Street/PO Box 86
Saugatuck, Michigan 49453
jwolters@saugatuckcity.com

Ryan Cummins
Interim City Manager
rcummins@saugatuckcity.com

Re: Heise Resignation Agreement

Dear Ms. Wolters and Mr. Cummins:

This comment letter is submitted for inclusion in the Record for the City Council Meeting on March 11, 2024.

At the February 21, 2024 City Council Workshop, Council amended the agenda to go into closed session to consider a “confidential written legal opinion regarding a personnel matter.” This agenda item was set after the final public comment period.

The Mayor then stated: “Reminder, this a City Council Workshop. No decisions are being made today. This is for discussion items only.” This statement proved to be false.

After 3 hours and 38 minutes, Council moved into closed session on the personnel matter and cleared the public from the room. Coming out of closed session, Council made the decision to “accept the City Attorney’s recommendation to negotiate a resignation agreement consistent with the parameters discussed in closed session and to authorize the Mayor and Clerk to execute the same.”

This purposely orchestrated Workshop scheme with amending the agenda and placing it after the final public comment period lacked any transparency and appears intended to hide and deceive the public. It wasn’t until after Council approved its closed session decisions that someone realized no one invited the public back into open session.

On February 23, 2024, the City issued a Notice (Press Release) entitled “Saugatuck City Manager Announces Resignation.” Based on the Holland Sentinel reporting, the public now knows this Notice was intentionally and materially misleading and false. On March 7, 2024, the Holland Sentinel exposed the hypocrisy and blatant falsehoods publicly released by the City and City officials regarding Mr. Heise.

Details of the Heise Resignation Agreement establish City Council violated the Open Meetings Act by hiding behind an opinion of counsel regarding a personnel matter. The financial terms and severance package are not legal issues but financial decisions made by Council in secret instead of at a publicly noticed open session Council Meeting.

City Council has also violated the City Ordinance by trying to hide the terms and conditions of the Resignation Agreement from the public by improperly authorizing the Mayor and Clerk to execute a to be negotiated resignation agreement within parameters determined in closed session.

Section 30.04 of the Code states:

“The Mayor shall sign, the City Clerk shall attest to, the City Manager shall approve as to substance, and the City Attorney shall approve as to form all contracts and agreements requiring the assent of the city, unless otherwise provided by law, Charter, ordinance or the provisions of this code.”

Failure of the City to comply with the Code and have the proposed resignation agreement submitted to Council at a public session after the City Manager and City Attorney’s approvals, makes the resignation agreement ineffective and voidable.

City Council has embarrassed the City and negatively impacted the City’s reputation. The question isn’t what Heise did or why. That’s clear. Heise abandoned his job, was unwilling and unable to work and should have been terminated under the terms of his Employment Agreement without any severance.

The real question is what leverage Heise has over the City to cause Council to disguise and hide its actions from public view. The financial aspects of this transaction cannot be justified.

The public now knows it cannot trust its elected Council Members and cannot trust its Council Members with our tax dollars.

Council should immediately impose a moratorium on taking any actions, including expenditure of City funds, except for normal operations, until such time as basic foundational and operational issues are addressed and rectified, including repudiation of the Heise Resignation Agreement. Those Council Members behind this scheme should resign immediately.

Sincerely

Gary E. Medler

Jamie Wolters

From: Ken Trester <ktrester@comcast.net>
Sent: Monday, March 11, 2024 3:24 PM
To: Lauren Stanton
Cc: Helen Baldwin; Scott Dean; Russ Gardner; Gregory Muncey; Holly Anderson; Logan White; Jamie Wolters; Barry Johnson; Bill Hess
Subject: Fwd: Transparency: Events Surrounding the City Manager's Departure

Follow Up Flag: Follow up
Flag Status: Flagged

City Council Members,

I also agree with the sentiments expressed by Barry Johnson and Bill Hess. The departure of Ryan Heise has raised great concern amongst Saugatuck residents and the terms of his severance agreement need to be fully disclosed as a matter of the public's right to know. We have always prided ourselves on transparency in city government and I urge you to continue that tradition.

Ken Trester
Saugatuck City Voter

From: Barry Johnson <brumstr@comcast.net>
Date: March 10, 2024 at 11:22:49 PM EDT
To: Lauren Stanton <lstanton@saugatuckcity.com>
Cc: helen@saugatuckcity.com, Scott Dean <sdean@saugatuckcity.com>, Russ Gardner <russ_gardner@hotmail.com>, Gregory Muncey <gregory@saugatuckcity.com>, Holly Anderson <Holly@saugatuckcity.com>, Logan White <l.white@me.com>, Jamie Wolters <Jwolters@saugatuckcity.com>
Subject: Re: Transparency: Events Surrounding the City Manager's Departure

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