



CITY COUNCIL MEETING AGENDA

April 11, 2022 – 7:00 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. **Pledge of Allegiance**
3. **Roll Call**
4. **Consent Agenda:** *(Roll Call)*
 - A. Regular City Council Meeting Minutes – March 28, 2022
 - B. Accounts Payable in the amount of \$21,823.84
5. **Staff Reports:**
 - A. City Manager
 - B. Treasurer
 - C. Planning and Zoning
 - D. Department of Public Works
 - E. Fire
 - F. Police
 - G. Engineer
6. **Agenda Changes** (Additions/Deletions)
7. **Guest Speakers**
 - A. Dark Sky Presenters
8. **Public Comment on Agenda Items Only** (Limit 3 minutes)
9. **Introduction of Ordinances**
10. **Public Hearings**
11. **Unfinished Business**
12. **New Business:**
 - A. Allegan County Sheriff's Office Law Enforcement Services Agreement *(Roll Call)*
 - B. Aquatic Doctors Lake Management, Inc. Contract for Invasive Species Treatment *(Roll Call)*

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:
ryan@saugatuckcity.com

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

- C. Butler Street Road Improvements (*Roll Call*)
- D. Fleis & VandenBrink Project Cost Increase for Campbell Road (*Roll Call*)
- E. Resolution 220411-A – Social District Resolution (*Roll Call*)

13. Public Comments (Limit 3 minutes)

14. Correspondence

- A. Tree City 2021 Award
- B. Saugatuck-Douglas Art Club Award Request
- C. Bardelmeier Website Communication for Council

15. Boards, Commissions & Committees Reports

- A. Blue Star Non-Motorized Trail – C2AE Progress Report

16. Council Comments

17. Mayor's Comments

18. Adjourn (*Roll Call*)



**CITY COUNCIL MEETING MINUTES- PROPOSED
SAUGATUCK, MICHIGAN, March 28, 2022**

The City Council met for Regular Council Meeting at 7:00 p.m. at City Hall, 102 Butler St., Saugatuck, MI 49453.

Call to Order:

The meeting was called to order by Mayor Lewis at 7:00 p.m.

Attendance:

Present: Mayor Lewis, Mayor Pro-Tem Dean, Council members Bekken, Gardner, Leo and Stanton.

Absent: Council member Trester.

Others Present: City Manager Heise, Zoning Administrator Osman & Clerk Wolters.

Consent Agenda:

A. Regular City Council Meeting Minutes – March 14, 2022.

B. Accounts Payable in the amount of \$296,232.29.

Motion by Dean, second by Stanton to approve the Consent Agenda as presented. Motion carried 6-0 by roll call vote.

Staff Reports:

City Manager, Treasurer, Zoning Administrator, DPW Superintendent, and Engineer submitted status reports of current activities since the last Council meeting on March 14, 2022, for their respective departments.

Councilmember Gardner asked if there is a timeline for the ATT&T cellular proposal. City Manager Heise stated there is not a timeline. Councilmember Gardner also suggested the presented ethics policy be revisited by Council to update due to the age of the document being twenty years old.

Mayor Lewis noted the DPW Spring Clean-Up has been scheduled for May 2nd & 3rd.

Lt. Ensfield reported safety training was completed with Douglas Elementary School and Saugatuck High School.

Councilmember Gardner asked Zoning Administrator Osman to explain the violation notices on her Planning & Zoning Report. Administrator Osman stated she tracks DPW violations for the Superintendent Herbert. He also thanked the DPW for the new upgrades

at Wicks Park Boat Slips and the repair of the Saugatuck Palette sign. He also noted the Oval Beach sign looks really nice.

Councilmember Bekken asked City Manager Heise when the extension of paving on Butler Street will be brought to Council. City Manager Heise noted at the April 11th meeting. Councilmember Bekken also stated there are other areas needed to be paved as well.

Agenda Changes:

Mayor Lewis added Allegan County Commissioner, District #1 Dean Kapenga as Guest speaker.

Guest Speakers:

County Commissioner Dean Kapenga spoke about the following:

1. Sheriff's department negotiated a contract with body three camera solutions and is thankful all officers will have them by June.
2. He attended a conference in Lansing and the big topic was broadband and that the State is allowing 25% of ARPA funds to be used for broadband. Advised Council any needs pertaining to water issues or broadband to cycle the information now, not later. Cyber security is a hot topic now with all cities and townships.
3. A new real time inmate tool is up on the County website.

Public Comment on Agenda Items:

Dan Fox updated Council regarding the Fire Board Meeting held on March 21st. He gave praise to Mike Betts for his brave actions during a house fire. Chief Janik noted during the Fire Board meeting the most overlooked safety precaution is closing the interior doors at night or when away from home. Mr. Fox noted Chief Janik will be representing the International Association of Fire Chiefs at a meeting for the International Residential Code Development Authority. Chief Janik was appointed to the Allegan County Safe School Network Executive Group.

Introduction of Ordinances: None

Public Hearings: None

Unfinished Business: None

New Business:

A. Saugatuck Historical Markers Project – Location Approval:

In January, City Council reviewed the Saugatuck Historic Markers project, presented by Eric Gollanek, the Executive Director for the Saugatuck-Douglas History Center. Some Council members voiced concerns over two proposed locations in Wicks Park near the Chain Ferry and in Cook Park. During the January 10th Council meeting, City Council approved the Saugatuck Historic Markers project and the letter of agreement between the City of Saugatuck and the Saugatuck-Douglas History Center.

However, Council also requested that additional options for the locations of the markers in Wicks Park by the Chain Ferry and in Cook Park. For the new location in Wicks Park by the Chain Ferry, the proposed marker location has been moved to where the existing trash can is in front of the Chain Ferry, which would be closer to the street. For the new location in Wicks Park by the Chain Ferry, the proposed marker location has been moved to where the existing trash can is in front of the Chain Ferry, which would be closer to the street

Motion by Stanton, 2nd by Gardner to approve the presented locations for the Saugatuck Historic Markers project, including the new location in Wicks Park where the existing trash can is and the new location in Cook Park on the northern side of the Cook Park sidewalk near Water Street, as marked on the attached drawing. Upon roll call vote, the motion carried 6-0.

B. Special Event Application – Saugatuck Center for the Arts Public Art Installation at Saugatuck-Douglas History Museum:

The proposed art installation would be one of five community, temporary art displays. This is part of a celebration of the SCA’s 20th Anniversary Community Celebration. Artists Jeremy Barnett and Jason Maracani intend to create a collage of colorful plexiglass windows, which will imitate waves and provide colorful viewscapes along the waterfront. These window sculptures would be on display on the Saugatuck-Douglas History Museum property. The artists and volunteers would start the art installation on May 31. The art installation would come down September 9.

Motion by Leo, 2nd by Dean to approve the special event application from the Saugatuck Center for the Arts for a Quad-Community Art Installation at the Saugatuck-Douglas History Museum, with an installation date of 5.31.2022 and a takedown date of 9.9.2022. Upon voice vote, the motion carried 5-1. Yeas were Bekken, Dean, Leo, Lewis and Stanton. No was Gardner.

C. Maple Street Proposal:

City staff, Council and engineer discussed a proposal for Maple Street improvements. Based on the discussion, staff is recommending that:

- 1) The private property drainage issue near a creek at Maple and Mason Street- **receive further evaluation by engineer for alternative solutions, and work with other entities that are part of the watershed.**
- 2) Deteriorating road base at North and Mason due to high water levels- **receive temporary repairs that does not require Council approval.**
- 3) A top coating of the roadway to provide temporary repairs of the entire roadway- **delay and continue conversations with the township.**

No action taken by Council.

D. Water Street Proposal:

Related to a water service issue at 403-449 Water Street: KLSWA recently repaired a leaking service connection on Main Street near Water Street along 403 Water Street. It was a strange connection (two 1” services connected to feed a 2” pipe) that looks like it had been repaired at least once in the past. When they shut it down, that entire block lost water, 403, 421, 424 (we assume) and 449. Historic records show a shared

service line, and it potentially runs under several of the buildings, which is a bad situation.

Currently staff supports the engineer's recommendation:

- 1) Requesting KLSWA make a better repair to replace the emergency repair and patch the asphalt.
- 2) Add this to a list of water services that need to be investigated through the Asset Management Plan process and then corrected.
- 3) Seek outside funding from EGLE in the next year or two to address these and other problematic water services in the City (the grant programs aren't set up to address just 4 and have a fairly long lead time to get set up).

No action taken by Council.

E. Verizon Small Cell Wireless Facility – Location Approval:

Cellco Partnership began the permit process for placing small cell equipment within the City of Saugatuck several months ago. The Verizon wireless small cell equipment may be placed on a new utility pole near the driveway to Singapore Yacht Club, or it may be placed on an existing pole very close to the corner of the Marro's building, which will require some tree removal and trimming.

Motion by Stanton, 2nd by Leo to approve the location of the proposed Verizon small cell wireless facility in the public right-of-way at 147 Water Street on an existing replacement pole with a backup location at 44 Water St on a new utility pole. Upon roll call vote, the motion carried 6-0.

F. License Agreement – Wicks Park Bar & Grille Walk/Entryway within Public Right-of-Way:

On April 13, 2009, City Council approved a request from Patrick Murphy to retain the covered walk/entryway at 449 Water Street, which encroaches into the public right-of-way. When 449 Water Street was bought and renovated by Patrick Murphy, the old entryway, which was deemed unsafe, was replaced to the same size, shape, and with the same materials. The legal counsel for the City of Saugatuck in 2009 drafted the license agreement for a ten (10) year timeframe. The agreement permits the Owner of 449 Water Street to maintain their awning on and over the public right-of-way.

Motion by Leo, 2nd by Dean to approve the license agreement as presented between the City of Saugatuck and WPBG, LLC. Upon voice vote, the motion carried 6-0.

Public Comment: None

Communications:

- A.** Expanded Outdoor Dining Area Application and Education Workshop Appreciation Letters (accepted as information).

Boards, Commissions & Committee Reports:

Councilmember Bekken provided to Council via email the packet from the last Kalamazoo Lake Sewer and Water Authority Board. He also noted 3 members were elected to the board and two portable generators were delivered.

Councilmember Leo noted the Tri-Community Non-Motorized Trail Committee is in good shape and thankful to the community.

Councilmember Gardner updated on Planning Commission; they approved a special land use permit for Wicks Park Bar & Grille with conditions. He noted he thought the Planning Commission and Zoning Administrator Osman did a fantastic job.

Council Comments:

Councilmember Gardner noted a cornhole game has been set up in front of a restaurant on the corner of Butler Street and Mason Street. This is on the public sidewalk blocking pedestrian traffic. He also stated he will be out of town for the April 6th workshop meeting.

Mayor's Comments:

Mayor Lewis stated the tri community training was a good refresher. She has also been trying to either in person or watch recordings of all the commission meeting. Lastly, the Tri-Community Recycling committee information will be coming out shortly for the hazardous waste day event.

Adjournment:

Motion was made by Leo, 2nd by Stanton to adjourn the Council meeting. Upon voice vote, the motion carried 6-0. The meeting adjourned at 7:59 p.m.

Respectfully Submitted,

Jamie Wolters
City Clerk

Vendor Name	Description	Amount
1. ASSESSING SOLUTIONS INC	ASSESSING SERVICES	2,500.00
2. AT&T MOBILITY	CELL PHONES	92.03
3. BELL EQUIPMENT CO	STREET SWEEPER	182.84
4. BURNETT & KASTRAN PC	LEGAL FEES	120.00
5. CAPITAL ONE	SUPPLIES	214.90
6. COMCAST	TELEPHONES & INTERNET	153.67
7. CONSUMERS ENERGY	ELECTRIC	3,065.55
8. DELUXE	STAMP	61.98
9. DTR SIGN COMPANY	PALLET SIGN NEON	550.50
10. FIRST BANK CARD	BOAT SLIPS, TRAINING, & DPW	2,551.39
11. FRONTIER	OVAL BEACH	58.46
12. GIL- ROY'S HARDWARE	SUPPLIES	137.18
13. GOLDMAN SACHS BANK USA	BOAT SLIPS	128.97
14. HORIZON COMMUNITY PLANNING	PLANNING TRAINING	785.49
15. HUNTINGTON NATIONAL BANK	PAYROLL TAXES	329.00
16. IHLE AUTO PARTS	BATTERY	53.99
17. LORRIE PASTOOR	CLEANING SERVICES	150.00
18. MC NALLY ELEVATOR COMPANY INC	ELEVATOR CITY HALL	429.50
19. MICHIGAN GAS UTILITIES	CITY HALL	109.29
	BUTLER ST TOILET	135.42
	DPW GARAGE	393.34
	TOTAL	638.05
20. MINER SUPPLY CO	SUPPLIES	114.39
	SUPPLIES	3,426.44
	TOTAL	3,540.83
21. NEWCOMER PLOW & HITCH	HEAD LIGHTS PLOWS	450.00
22. RATHCO SAFETY SUPPLY CO	SIGNS	109.93
23. SAUGATUCK DRUG	SUPPLIES	9.39
24. SAUGATUCK FIRE	SHORT TERM RENTAL	700.00
25. SHELL	GASOLINE & DIESEL	2,009.70
26. SHORELINE TECHNOLOGY SOLUTIONS	COMPUTER SERVICES	1,153.50
	COMPUTER SERVICES	1,126.00
	TOTAL	2,279.50

Vendor Name	Description	Amount
27. VALLEY CITY LINEN INC		
	SHOP TOWELS	39.45
28. XEROX FINANCIAL SERVICES		
	COPIER LEASE	481.54
TOTAL - ALL VENDORS		21,823.84
FUND TOTALS:		
Fund 101 - GENERAL FUND		17,471.38
Fund 661 - MOTOR POOL FUND		4,319.02
Fund 715 - ROSE GARDEN		33.44

04/05/2022 CHECK REGISTER FOR CITY OF SAUGATUCK				
CHECK DATE FROM 03/01/2022 - 03/31/2022				
Check Date	Check	Vendor Name	Description	Amount
Bank GEN GENERAL POOLED CASH				
03/02/2022	3931(A)	ALLEGAN COUNTY TREASURER	PROPERTY TAXES	2,751.68
03/02/2022	3932(A)	INTERURBAN TRANSIT AUTHORITY	PROPERTY TAXES	405.73
03/02/2022	3933(A)	OTTAWA AREA INTERMEDIATE SCHOOL D	PROPERTY TAXES	162.36
03/02/2022	3934(A)	SAUGATUCK DOUGLAS LIBRARY	PROPERTY TAXES	676.73
03/02/2022	3935(A)	SAUGATUCK FIRE	PROPERTY TAXES	1,896.14
03/04/2022	DD5352(A)	BOUWMAN, CHAD	PAYROLL	1,038.88
03/04/2022	DD5353(A)	HARDY, CODY	PAYROLL	1,251.45
03/04/2022	DD5354(A)	HEISE, RYAN	PAYROLL	3,759.22
03/04/2022	DD5355(A)	HERBERT, SCOTT	PAYROLL	1,634.13
03/04/2022	DD5356(A)	KERRIDGE, ADAM	PAYROLL	1,290.81
03/04/2022	DD5357(A)	MARTIN, DANNY	PAYROLL	735.14
03/04/2022	DD5358(A)	OSMAN, CINDY	PAYROLL	1,411.17
03/04/2022	DD5359(A)	STANISLAWSKI, PETER	PAYROLL	1,336.38
03/04/2022	DD5360(A)	WENDT, MICHAEL	PAYROLL	1,430.18
03/04/2022	DD5361(A)	WHITE, KATHERINE	PAYROLL	1,649.22
03/04/2022	DD5362(A)	WOLTERS, JAMIE	PAYROLL	1,550.65
03/04/2022	EFT1525(E)	ALERUS	PAYROLL	3,000.82
03/04/2022	EFT1526(E)	EXPERT PAY	PAYROLL	487.13
03/04/2022	EFT1527(E)	MERS HYBRID	PAYROLL	1,752.68
03/04/2022	EFT1528(E)	FEDERAL TAX DEPOSIT	PAYROLL	5,424.76
03/14/2022	16914	COMMERCIAL RECORD	PRINTING	294.00
03/14/2022	16915	DISABILITY NETWORK/ LAKESHORE	BLUE STAR TRAIL	240.00
03/14/2022	16916	DUNESVIEW KWIK SHOP INC	GASOLINE & DIESEL	2,459.65
03/14/2022	16917	ELHART GMC	PAINT	23.41
03/14/2022	16919	IHLE AUTO PARTS	PARTS & REPAIRS	238.41
03/14/2022	16920	OVERISEL LUMBER COMPANY	SUPPLIES	638.09
03/14/2022	16921	PETTY CASH	BAND SAW	100.00
03/14/2022	16922	SAUGATUCK TOWNSHIP	TRAINING	53.50
03/14/2022	16923	SHIVER ME TIMBERS	STUMP REMOVALS	1,608.50
03/14/2022	16924	SUPERIOR ASPHALT INC	COLD PATCH ASPHALAT	140.00
03/14/2022	16925	WEDEVEN BROS	TICKET BOOTH REPAIR	5,594.00
03/14/2022	3936(E)	CAPITAL ONE	SUPPLIES	13.48
03/14/2022	3937(E)	CONSUMERS ENERGY	ELECTRIC	3,203.29
03/14/2022	3938(E)	FIRST BANK CARD	TRAINING, PARKS & SUPPLIES	2,357.20
03/14/2022	3939(E)	JOHN DEERE FINANCIAL	PARTS	82.37
03/14/2022	3940(E)	MERCHANTS BANCARD NETWORK	BANK FEES	52.53
03/14/2022	3941(E)	SHELL	GASOLINE & DIESEL	1,053.52
03/14/2022	3942(E)	VALLEY CITY LINEN INC	SHOP TOWELS	56.95
03/14/2022	3943(E)	XEROX FINANCIAL SERVICES	COPIER LEASE	481.54
03/14/2022	3944(A)	ACTION INDUSTRIAL SUPPLY CO	UNIFORMS & SAFETY EQUIPMENT	420.76
03/14/2022	3945(A)	ALLEGAN COUNTY SHERIFF	OIL CHANGE S2	26,134.21

04/05/2022 CHECK REGISTER FOR CITY OF SAUGATUCK				
CHECK DATE FROM 03/01/2022 - 03/31/2022				
Check Date	Check	Vendor Name	Description	Amount
03/14/2022	3946(A)	ALLEGAN COUNTY TREASURER	DRAINS AT LARGE	917.95
03/14/2022	3947(A)	ASSESSING SOLUTIONS INC	ASSESSING SERVICES	2,500.00
03/14/2022	3948(A)	BELL EQUIPMENT CO	STREET SWEEPER MAINTENANCE	2,995.10
03/14/2022	3949(A)	CERTASITE LLC	ALARM MONITORING	480.00
03/14/2022	3950(A)	MICHIGAN CAT	WHEEL LOADER REPAIR	2,830.03
03/14/2022	3951(A)	FAHEY SCHULTZ BURZYCH RHODES	LEGAL FEES LAWSUIT	48,701.00
03/14/2022	3952(A)	FLEIS & VANDENBRINK ENGINEERING INC	ENGINEERING FEES	10,933.25
03/14/2022	3953(A)	GLOBAL EQUIPMENT COMPANY	DPW LOCKERS	673.69
03/14/2022	3954(A)	LAMB INDUSTRIAL SUPPLY	SUPPLIES	208.02
03/14/2022	3955(A)	MICHIGAN MUNICIPAL LEAGUE	PROJECT COOR. AD	37.00
03/14/2022	3956(A)	SAUGATUCK FIRE	SHORT TERM RENTAL INSPECTIONS	1,600.00
03/14/2022	3957(A)	SHORELINE TECHNOLOGY SOLUTIONS	COMPUTER SERVICES	1,126.00
03/14/2022	3958(A)	SMART BUSINESS SOURCE LLC	OFFICE SUPPLIES	52.59
03/14/2022	3959(A)	STINGERS PEST CONTROL	PEST CONTROL	92.00
03/14/2022	16918	HOLLAND TRAILER SALES	TRAILER TIRES	516.00
03/16/2022	16926	SAUGATUCK PUBLIC SCHOOLS	PROPERTY TAXES	11,464.73
03/18/2022	DD5363(A)	BOUWMAN, CHAD	PAYROLL	1,078.89
03/18/2022	DD5364(A)	HARDY, CODY	PAYROLL	1,078.89
03/18/2022	DD5365(A)	HEISE, RYAN	PAYROLL	3,161.13
03/18/2022	DD5366(A)	HERBERT, SCOTT	PAYROLL	1,712.25
03/18/2022	DD5367(A)	KERRIDGE, ADAM	PAYROLL	1,720.08
03/18/2022	DD5368(A)	MARTIN, DANNY	PAYROLL	416.27
03/18/2022	DD5369(A)	OSMAN, CINDY	PAYROLL	1,418.97
03/18/2022	DD5370(A)	STANISLAWSKI, PETER	PAYROLL	1,365.96
03/18/2022	DD5371(A)	WENDT, MICHAEL	PAYROLL	1,470.21
03/18/2022	DD5372(A)	WHITE, KATHERINE	PAYROLL	1,454.20
03/18/2022	DD5373(A)	WOLTERS, JAMIE	PAYROLL	1,550.64
03/18/2022	EFT1529(E)	ALERUS	PAYROLL	2,992.84
03/18/2022	EFT1530(E)	EXPERT PAY	PAYROLL	487.13
03/18/2022	EFT1531(E)	MERS HYBRID	PAYROLL	1,764.24
03/18/2022	EFT1532(E)	FEDERAL TAX DEPOSIT	PAYROLL	5,383.04
03/18/2022	EFT1533(E)	MERS	PAYROLL	3,922.24
03/18/2022	EFT1534(E)	MI DEPT OF TREASURY	PAYROLL	1,773.71
03/28/2022	16930	FIRST NATIONAL BANK OF MICHIGAN	CD TRANSFER	250,000.00
03/28/2022	16935	SUPERIOR ASPHALT INC	ASPHALT COLD PATCH	140.00
03/28/2022	3961(E)	NET2PHONE INC	TELEPHONES	175.90
03/28/2022	3963(A)	ACTION INDUSTRIAL SUPPLY CO	UNIFORMS & SAFETY EQUIPMENT	266.27
03/28/2022	3964(A)	ALLEGAN COUNTY SHERIFF	SHERIFF CONTRACT	26,340.28
03/28/2022	3965(A)	SAUGATUCK FIRE	SHORT TERM RENTAL	2,100.00
03/28/2022	3966(A)	SMART BUSINESS SOURCE LLC	OFFICE SUPPLIES	170.92
03/28/2022	3967(A)	XTREME AUTO	OVAL BEACH SIGN	400.00
03/28/2022	16927	ALLEGAN COUNTY HEALTH DEPT	CONCESSION	355.00
03/28/2022	16928	DUNESVIEW KWIK SHOP INC	GASOLINE & DIESEL	2,585.21

04/05/2022 CHECK REGISTER FOR CITY OF SAUGATUCK				
CHECK DATE FROM 03/01/2022 - 03/31/2022				
Check Date	Check	Vendor Name	Description	Amount
03/28/2022	16929	ELHART GMC	HEAD LIGHT	191.65
03/28/2022	16931	OVERISEL LUMBER COMPANY	WICK PARK DOCKS	5,566.61
03/28/2022	16932	SAUGATUCK CENTER FOR THE ARTS	TRAINING	200.00
03/28/2022	16933	SAUGATUCK DOUGLAS GARDEN CLUB	ANNUAL FLOWERS	1,500.00
03/28/2022	16934	STANDARD INSURANCE COMPANY	INSURANCE	423.14
03/28/2022	16936	WESTENBROEK MOWER INC	MOWER RAKE THACTER	1,021.00
03/28/2022	3960(E)	KALAMAZOO LAKE SEWER & WATER	WATER & SEWER	936.55
03/28/2022	3962(E)	PRIORITY HEALTH	HEALTH INSURANCE	9,426.37
03/31/2022	3968(E)	AT&T MOBILITY	CELL PHONES	92.17
03/31/2022	3969(E)	HUNTINGTON NATIONAL BANK	BANK FEES	88.74
03/31/2022	3970(E)	KALAMAZOO LAKE SEWER & WATER	WATER & SEWER	929.95
03/31/2022	3971(E)	MERS	RETIREMENT	3,639.00
03/31/2022	3972(E)	REPUBLIC SERVICES	TRASH	789.41
03/31/2022	DD5374(A)	ASPNES, LYNEE	BOARDS & CITY COUNCIL	176.20
03/31/2022	DD5375(A)	BEKKEN, MARK	BOARDS & CITY COUNCIL	174.20
03/31/2022	DD5376(A)	BOUCK, JAMES	BOARDS & CITY COUNCIL	26.42
03/31/2022	DD5377(A)	BROEKER, ANN	BOARDS & CITY COUNCIL	104.72
03/31/2022	DD5378(A)	CANNARSA, JOHN	BOARDS & CITY COUNCIL	25.82
03/31/2022	DD5379(A)	CRAWFORD, RICHARD	BOARDS & CITY COUNCIL	104.52
03/31/2022	DD5380(A)	DAVENPORT, JENNIFER	BOARDS & CITY COUNCIL	25.82
03/31/2022	DD5381(A)	DEAN, SCOTT	BOARDS & CITY COUNCIL	219.24
03/31/2022	DD5382(A)	GARDNER, RUSSELL	BOARDS & CITY COUNCIL	361.62
03/31/2022	DD5383(A)	GAUNT, BOBBIE	BOARDS & CITY COUNCIL	105.72
03/31/2022	DD5384(A)	HERIFORD, RICHARD	BOARDS & CITY COUNCIL	79.29
03/31/2022	DD5385(A)	KUBASIAK, ROBERT	BOARDS & CITY COUNCIL	26.42
03/31/2022	DD5386(A)	LEO, HOLLY	BOARDS & CITY COUNCIL	263.30
03/31/2022	DD5387(A)	LEO, NICHOLAS	BOARDS & CITY COUNCIL	243.88
03/31/2022	DD5388(A)	LEWIS, LEIGH	BOARDS & CITY COUNCIL	250.40
03/31/2022	DD5389(A)	MAYER, JOHN	BOARDS & CITY COUNCIL	176.20
03/31/2022	DD5390(A)	MC POLIN, KATE	BOARDS & CITY COUNCIL	26.12
03/31/2022	DD5391(A)	PATERSON, KEITH	BOARDS & CITY COUNCIL	52.86
03/31/2022	DD5392(A)	STANBERRY, LAUREN	BOARDS & CITY COUNCIL	289.72
03/31/2022	DD5393(A)	STRAKER, TIMOTHY	BOARDS & CITY COUNCIL	52.26
03/31/2022	DD5394(A)	TRESTER, KENNETH	BOARDS & CITY COUNCIL	130.64
03/31/2022	EFT1535(E)	FEDERAL TAX DEPOSIT	BOARDS & CITY COUNCIL	535.60
03/31/2022	EFT1536(E)	MI DEPT OF TREASURY	BOARDS & CITY COUNCIL	1,915.60
03/31/2022	16937	MML UNEMPLOYMENT COMPENSATION	PAYROLL TAXES	3,507.10
Total of 131 Checks:				512,980.56
Less 1 Void Checks:				1,773.71
Total of 130 Disbursements:				511,206.85



City Managers Report –Highlights April 11, 2022

New! General road repairs

Thank you for your patience. Our Department of Public Works will begin repairing roadway damage when the asphalt plants open mid-April.

Newish! AT&T & Verizon Cellular Facilities

Great job Saugatuck! Permits issued for small cell technology in downtown Saugatuck. Many thanks to the very engaged Verizon staff.

Staff had a very productive meeting with AT&T and engineers, along with the emergency services and a representative from the Mt. Baldhead Radar Tower group. AT&T has begun engineering work on placing cellular facilities inside the dome.

Newish! City Hall Office Space

New monitors installed in Council Chambers. However, I think they may be too small, and we look forward to feedback from others.

Staff has prepared an RFP for architectural services for interior renovations and will request that selected Architect work with Herman Miller's design team. Staff will present plans as they begin to develop. Staff will be putting together an advisory team to assist with reviewing the project.

Exterior repairs are also needed.

Kalamazoo Lake Sewer and Water (KLSWA) Agreement

Discussions underway with KLSWA.

KLSWA prefers to begin with negotiating the asset management plan for sewer and use that as a roadmap for the water agreement. Legal counsel has been engaged and provide initial comments.

Traffic Light Study by Allegan County Road Commission for Blue Star Highway

Allegan County will wait for City Council's direction on the potential placement for traffic light. Study linked to website under *2022 Council Meeting Information*. This item will likely remain in a holding pattern until the engineers begin working on final design for the Blue Star Trail.

Oval Beach Staffing and operations

City staff has contacted the regional high schools with a flyer for recruitment. Hourly wages have increased to remain competitive in the service industry market.

Blue Star Trail Update

Transportation Alternatives Program (TAP) grant has been submitted, along with state trust fund grant application. We are looking forward to good news soon on the TAP grant.

Road resurfacing (and utility) projects

Campbell Road –Water service replacement is underway. Jon Moxey of Fleis & VandenBrink has been reaching out to property owners or their designated local representatives to continue coordinating water service work. Many lessons learned with this project, considering the numerous water and road repairs moving forward.

Butler/Hoffman Street sanitary project- Phase one (1) of the project went very well. Final asphalt work will commence mid-April. Change order on the agenda.

Dune Ridge Waterfront Update

Litigation continues, no significant updates.

Milfoil update

On the agenda.

Bridge Street Utilities - Some owners have requested sewer as well

Staff working with legal counsel to grant an exemption for the new home being constructed on Bridge Street along the Kalamazoo River, west of Blue Star HWY; for water service. City ordinances require a connection to the water system. Staff is reviewing extending water services in cooperation with engineering and in partnership with the Kalamazoo Lake Water and Sewer Authority (KLWSA). Special assessment methodologies will be reviewed and presented to Council. Meeting being scheduled with property owners to review process. Bid documents are being created. Supply chain issues for water infrastructure are predicted.

We Are Hiring!



Oval Beach

- Concession Stand
- Beach Patrol
- Gate Attendant

DPW

- Seasonal Maintenance

join our team!

15

[@saugatuckcity.com/employment](https://www.saugatuckcity.com/employment)

Concession Stand



The City of Saugatuck will have seasonal positions available at the Oval Beach Concession Stand for the summer of 2022. General responsibilities will include but not limited to preparing basic concession stand food, ability to observe safe food handling regulations, monetary transactions and will provide assistance to beach patrons at Oval Beach Park. The qualified candidate must be able to work weekends and holidays from Memorial Day to Labor Day (99 days) with maximum of 40 hours per week. Starting wage of \$15.00 per hour, benefits are not applicable.

The City of Saugatuck is an **16** Equal Opportunity Employer.

Beach Patrol



The City of Saugatuck will have seasonal positions available at Oval Beach as Beach Patrol. General responsibilities will include but not limited to beach patrolling, maintenance and providing assistance to beach patrons at Oval Beach Park. The qualified candidate must be able to work weekends and holidays from Memorial Day to Labor Day (99 days) with maximum of 40 hours per week. Starting salary is \$15.00 per hour, benefits are not applicable.

17

The City of Saugatuck is an Equal Opportunity Employer.

Gate Attendant



The City of Saugatuck will have seasonal positions available at Oval Beach as a Gate Attendant for the summer of 2022. General responsibilities will include but not limited to the issuance of daily and season parking permits, preparing daily revenue reports and providing assistance to beach patrons at Oval Beach Park. The qualified candidate must be able to work weekends and holidays from Memorial Day to Labor Day (99 days) with maximum of 40 hours per week. Starting wage of \$15.00 per hour, benefits are not applicable.

18

The City of Saugatuck is an Equal Opportunity Employer.

DPW

Maintenance



The City of Saugatuck Department of Public Works is seeking self-motivated Seasonal Maintenance Employees. Responsibilities include, but are not limited to, cleaning City facilities/grounds, mowing, tree watering, planting, painting, delivering supplies, and assisting with special events and holiday festivities. Candidates must be at least 18 years of age, possess a valid Michigan driver's license, work professionally with the general public, and be able to perform physical labor in all types of weather conditions. Positions will be available from April 29 - September 2, 2022. Qualified candidates will have the opportunity to work up to 40 hours per week including weekends and holidays. Starting salary is \$17.00 per hour, benefits are not applicable.

The City of Saugatuck is an Equal Opportunity Employer.



Treasurer Report

Below is a summary of the notable activities carried out by the Treasurer's Office since the last Council meeting on 3/28/2022:

- Paid routine bills
- Completed and disseminated bi-weekly payroll



Planning & Zoning Report

Below is a summary of the notable activities carried out by the Planning and Zoning Office since the last Council meeting on 3/28/2022:

1. Planning Commission:

No meeting. Next meeting is April 21st.

2. Historic District Commission:

April 7, 2022: Application to replace entrance doors and transom for the church at 248 (269) Hoffman Street. Approved.

3. Zoning Board of Appeals:

No meeting. Next meeting is April 14th.

4. Other:

- a. Issued permit for small cell tower in the ROW near Marro's
- b. Met extensively with legal regarding litigation, research files for legal.
- c. Attended flood plain training.



Department of Public Works Report

Below is a summary of the notable activities carried out by the Department of Public Works since the last Council meeting on 3/28/2022:

- Finished rebuilding Wick's Park docks
- Spring cleanup in parks (continued)
- Cleaned and organized DPW cold storage building
- Built new picnic tables
- Installed Mt. Baldhead Park sign for summer season
- Cold patched most severe potholes (hot patch work begins as soon as asphalt plants open)
- Painting in Main/Butler Street restrooms
- Hired 2 seasonal maintenance workers
- New Equipment Operator/Maintenance Worker obtained Commercial Learner's Permit (CLP)
- Began routine street sweeping

March Statistics – Highlights

March 31, 2022

Incidents by Month

March recorded 78 calls total compared to 67 in 2021, **the highest number of calls ever**. A difference of an **increase of 16%**. Total year to date is 204. We also had our first structure fire in 15 months.

Response times

Our response time for March was 5:47. This was an **improvement from February**. Average for the year is 6:31. **Road conditions are improving**.

Emergent Calls

March showed 38 emergent calls (lights and siren) exceeding 2021. Total for the year is 116 compared to 106 in 2021.

Time of Day/Day of the Week

Monday and Saturday are still the busy days compared to the rest of the week with 36 and 38 respectively. **The hours from 7AM-9PM count for the busy time of the day**.

Overlapping Calls

18 **overlapping calls are lower** compared to March 2021 with 26. 23% of our calls in March were overlapping.

Type of Calls

March recorded 53 calls in EMS which counts for 68 of our volume for month. **The most common EMS call type is still the "falls" category**, 42 such incidents this year, or 28% of the reported 148 total EMS calls.

MVI

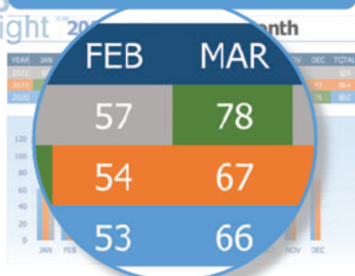
1 MVI (**motor vehicle incidents**, i.e., crashes, fires etc.) compared to 3 last March. **A quiet month - the lowest recorded in 8 years**.

Location

Location of calls shows Township accounts for 96 calls or 50% compared to Douglas at 61 or 32% and Saugatuck City at 34 or 18%. We have many fall incidents in Douglas.

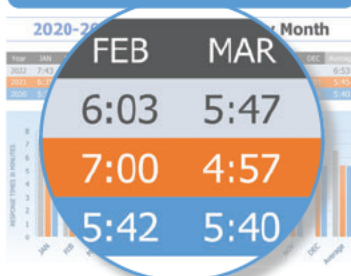
Incidents for March 2022

Incidents by Month



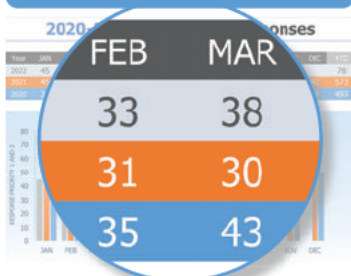
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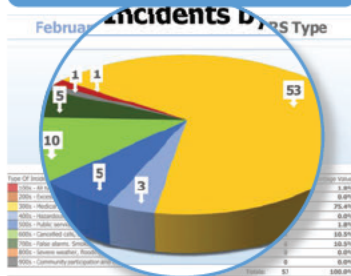
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Overlapping Calls



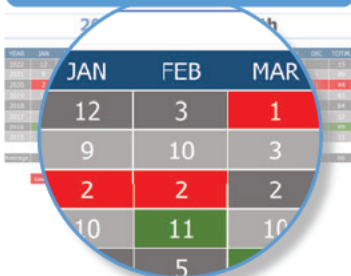
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Location



Location of calls shows Township accounts for 96 calls or 50% compared to Douglas at 61 or 32% and Saugatuck City at 34 or 18%. We have many fall incidents in Douglas.



Allegan County Sheriff Report

Below is a summary of the notable activities carried out by the Allegan County Sheriff's Deputies since the last Council meeting on 3/28/2022:

- No unusual activity to report
- Pre-planning for the 2022 Oval Beach Season with Superintendent Scott Herbert.
- Reviewing and preparing for upcoming summer event requests

**City of Saugatuck
Status Report of Engineering Activities
April 6, 2022**

General Consultation

- Water Street Sidewalk: Sidewalk design is complete. We worked through details with the fire department related to the fire dock connection. **Once discussions have been had with affected property owners, we are ready to get quotes and move toward construction any time.**
- High School Improvements: The water main permit application has been submitted.
- Water Street Water Services: We reviewed options for the water services at 403-449 Water Street (4 properties on a shared service that appears to run under several of the buildings) and prepared a summary memo recommending that these be included in the City's overall water system asset management planning. **A draft proposal has been prepared for discussion.**
- The Butler Improvements: Domestic and fire suppression water service taps are complete. Work on the structure is ongoing. Road restoration will be completed for Butler Street once asphalt plants open for the season (mid to late April).

Campbell Road Improvements

- Three of the four water main tie-ins are complete. The fourth will be made after all of the services have been switched over to the new main.
- Water service replacement work is underway. We are coordinating with the last few property owners to determine which need to be replaced all the way to the homes.
- Roadway improvements are still scheduled for April/May, 2022.
- The construction engineering budget was set up for 12 weeks, anticipating a winter shutdown January through March. The water main installation took much longer than anticipated, and it doesn't appear that there will be a shutdown. We stretched our original 12-week budget by reducing hours and sharing duties with the Butler Street and other projects, but the total construction period could be as long as 30 weeks (less a few weeks for weather and holiday time) if the contractor works straight through to the May 26 substantial completion date, which appears to be the case. **We will be in attendance at the April 11 council meeting to discuss a proposed engineering budget amendment.**

Butler Street Sanitary Sewer Improvements

- In April/May 2022, millings will be removed and asphalt pavement will be replaced, along with pavement markings. Paving work is tentatively scheduled for the week of April 18.
- **Obtained a quote for a 1.5" mill and fill through the Main Street intersection of approximately \$15,000 (compared with approximately \$30,000 to replace the entire asphalt section).**

Bridge Street Water Main Extension

- Title work was completed and no existing easements were identified that would offer other options.
- The water main extension to serve the first house (currently under construction) is out for bids and permits. We are anticipating fall construction, based on lead time for materials. The property owner will be working with the City on approval for temporary service via well.
- City staff is working on a special assessment process for the project and future similar extensions.

Maple Street Improvements

- We will be preparing a study to evaluate options identified in our design proposal (and others) for addressing drainage concerns at Mason Street ("Part 1") for council consideration.



City Council Agenda Item Report

FROM: Ryan Heise

MEETING DATE: 4.11.22

SUBJECT: Continuation of Sheriff Contract

DESCRIPTION: Allegan County Sheriff Contract Extension

Legal counsel along with staff has been reviewing the terms of the Sheriff Contract.

Highlights to note as provided by counsel:

- *There are a few ministerial items to review, such as obtaining the Schedule B referenced in the contract, cleaning up a few typos or possible unintentional repetitive provisions.*
- *We agree that the increase to costs are reasonable given what we know to be occurring across the state for annual law enforcement officer wage increases and other skyrocketing costs.*
- *The City Manager's office will also review the contract's insurance requirements against the City's current insurance coverage and riders.*

Legal counsel will also be reviewing the indemnification provision and the payment terms and provision with appropriate contacts at the County to clarify the parties' responsibilities. As discussed, we will reach out to the County Administrator's office, as required by the cover letter.

BUDGET ACTION REQUIRED:

Road Repairs

COMMITTEE/COMMISSION REVIEW:

N/A

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Allow Staff to negotiate continued agreement with Allegan County for police services and bring back finalized contract for Council approval.

Contract

Allegan County Sheriff's Office Law Enforcement Services Agreement

This Agreement ("Agreement") is made by and between xxxxxxxx (the "Entity"), the County of Allegan, 3283 – 122nd Avenue, Allegan, MI 49010 (the "County") and the Sheriff of Allegan County, 640 River Road, Allegan, MI 49010 (the "Sheriff") with reference to the following facts and circumstances.

The Sheriff is the chief law enforcement officer of the Allegan County Sheriff's Office (the "Sheriff's Office"); and

The Sheriff and the County, through the Sheriff's Office, provide road patrol and general law enforcement services throughout the County, including the entity (outlined in Section 1); and

The Entity wishes to purchase additional road patrol and general law enforcement services from the County and the Sheriff (outlined in Section 4); and

The Entity wishes to use a County vehicle for the purpose of providing additional law enforcement services (outlined in Section 16).

The parties agree as follows:

1. General Agreement

Subject to all the terms and provisions of this Agreement, the Entity, the County and the Sheriff agree that the County and the Sheriff shall, as independent contractors, provide additional road patrol and general law enforcement services (sometimes referred to collectively herein as "law enforcement services") to the Entity.

2. Facilities, Supplies and Equipment

The Entity shall not be obligated to provide supplies or equipment to the County or the Sheriff relative to the additional road patrol and general law enforcement services rendered to the Entity pursuant to this Agreement except any items identified hereafter in the contract.

3. Independent Contractor

In the performance of all work, duties and obligations pursuant to this Agreement, it is mutually understood and agreed that the County and the Sheriff are, and shall at all times be, acting and performing as independent contractors. The Entity shall neither have, nor exercise, any control or direction over the methods by which the County and the Sheriff perform the work outlined in this Agreement.

The law enforcement officers rendering services to the Entity on behalf of the County and Sheriff pursuant to this Agreement shall be employees of the County and the Sheriff and, as such, the County and the Sheriff shall:

- A. Pay, or cause to be paid, all compensation and fringe benefits of such law enforcement officers;

- B. Withhold, or cause to be withheld, all applicable federal, state and local taxes, including without limitations FICA;
- C. Make, or cause to be made, any and all required payments relating to such law enforcement officers, including any unemployment compensation fund payments;
- D. Maintain, or cause to be maintained, worker's compensation fund insurance as required under Michigan law; and
- E. Pay, or cause to be paid, required costs of continuing or additional education or training to maintain law enforcement officer licensing or certification as required by the Michigan Commission on Law Enforcement Standards.

The County and the Sheriff agree that the law enforcement officers rendering services to the Entity on behalf of the County and the Sheriff pursuant to this Agreement are not employees of the Entity, and accordingly are not eligible to participate in any fringe benefit program, receive any sickness or health insurance benefits, or receive any pension or similar benefits accorded employees of the Entity.

4. Personnel

All persons who provide law enforcement services to the Entity on behalf of the County and the Sheriff pursuant to this Agreement shall be and remain at all times duly qualified and shall also be certified in good standing as required by Michigan Law. Further, all such persons shall be knowledgeable of and able to enforce all applicable State and local ordinances.

The Entity is contracting for the number of law enforcement service position(s) specified in Schedule A. Unless the necessary number of positions are contracted for, the contracted service will not provide 24-hours-a-day, seven-days-a-week coverage. Each contracted position shall maintain a normal schedule consistent with the practices of the Sheriff's Office. In general, the normal schedule for law enforcement officers on road patrol is currently a 14-day tour of duty that averages 84 hours. The normal schedule includes, but is not limited to, work time and time on paid time off or other leave, holidays, training, meetings, call-ins and court appearances. The Entity is responsible for payment for the entire normal schedule consistent with the payment section of this Agreement and the County and the Sheriff are not responsible for providing personnel to "backfill" services during times of leave or other non-work hours unless requested by, and at the sole expense of, the Entity consistent with Section 13 of this Agreement.

Contracted law enforcement service position(s), to the extent they are paid for by the Entity and do not include any portion funded by the County, shall be in addition to the road patrol and general law enforcement services already provided by the Sheriff and the County to the Entity pursuant to their discretion under applicable law. The County-funded portion of the contracted position(s) shall be considered a component of the County-wide road patrol and law enforcement services.

The Entity shall work with the Sheriff's designee to determine the appropriate schedule for services and to identify priorities that may exist for the delivery of law enforcement services. Nothing in this Agreement is intended to supersede or limit the Sheriff's constitutional and statutory rights, powers and/or authority.

5. General Calls for Service

The Entity agrees that, commensurate with the County-funded portion of the contracted positions(s), the contracted position(s) shall respond to calls for service in the County outside the Entity's geographic area. At any time, if the Sheriff's Office determines that there are no other available law enforcement personnel who can promptly respond to an emergent call, the Sheriff's Office may direct a law enforcement officer providing law enforcement services pursuant to this Agreement to respond to such calls for service.

6. Indemnification

The Entity agrees to defend, indemnify and hold the County, the Allegan County Sheriff, and their employees, agents and assigns harmless from and against all claims, damages, fines, judgments, penalties, costs, liabilities or losses, including, without limitation, reasonable actual attorney fees, arising out of the acts or omissions (including negligence) of the Entity or its employees, agents, or officers, or arising from or out of the breach by such party of its obligations under this Agreement. Such responsibility shall not be construed as a liability for damage caused by or resulting from the sole negligence of the County, the Sheriff, or its employees, agents, or officers, or arising from or out of the breach by such party of its obligations under this Agreement. Such responsibility shall not be construed as a liability for damage caused by or resulting from the sole negligence of the County, the Sheriff, or its employees.

The County agrees to defend, indemnify and hold the Entity and their employees, agents and assigns harmless from and against all claims, damages, fines, judgments, penalties, costs, liabilities or losses, including, without limitation, reasonable actual attorney fees, arising out of the acts or omissions (including negligence) of the Entity or its employees, agents, or officers, or arising from or out of the breach by such party of its obligations under this Agreement. Such responsibility shall not be construed as a liability for damage caused by or resulting from the sole negligence of the Entity or its employees, agents, or officers, or arising from or out of the breach by such party of its obligations under this Agreement. Such responsibility shall not be construed as a liability for damage caused by or resulting from the sole negligence of the Entity or its employees.

7. Insurance

During the term of this Agreement, the parties shall maintain the insurances as outlined below and provide proof of certificate prior to performance of any services under this Agreement.

- A. **Commercial General Liability Insurance:** The County and the Entity shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
- B. **Motor Vehicle Liability:** The County shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No- Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit,

Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. The County of Allegan will provide Motor Vehicle Liability Insurance for all County owned vehicles.

- C. Law Enforcement Liability: The County shall procure and maintain during the life of this contract Law Enforcement Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence.

The Entity may also procure and maintain during the life of this contract Law Enforcement Liability Insurance as the County will not represent the Entity in any dispute. The Entity should seek guidance from its risk provider.

8. Payment

Payment for services rendered under this Agreement shall be governed by Schedule A & B.

- which shall be updated and provided to the Entity by October 31 of each year.
- which may be amended following the initial term.
- any change in Schedule A & B after 12/31/2024 shall be provided.
- which includes an annual 3% escalator that is subject to adjustment with advance notice after 12/31/2024.

9. Term

The initial term of this Agreement shall be January 1, 2022 through December 31, 2022 and, unless terminated in accordance with Section 10 or 11, shall automatically renew each year for successive one year terms.

10. Termination by Notice or Mutual Agreement

The County, the Sheriff or the Entity, without cause may terminate this Agreement, at any time, upon ninety (90) days prior written notice to the other parties. In addition, this Agreement may be terminated at any time by the parties hereto on mutual agreement.

11. Termination for Cause

This Agreement may be terminated by the County, the Sheriff, or the Entity, upon thirty (30) days prior written notice to the other parties, in the event one or both of the non-terminating parties fail or refuse to perform any of their duties and responsibilities under this Agreement. However, in the event a failure to perform can be remedied within thirty (30) days after such notice is given, such notice shall be null and void if the failure is in fact remedied within such thirty (30) day period.

12. Effect of Termination

Upon termination or expiration of this Agreement, as provided above, the parties hereto shall have no further obligation hereunder except for obligations occurring prior to the effective date of the termination or expiration. Notwithstanding the foregoing, the County, the Sheriff and the Entity shall be obligated to cooperate with each other whenever any claim is filed against any of them with respect to the services rendered pursuant to this Agreement. All equipment belonging to the County shall revert to the County's possession.

13. Miscellaneous

- A. This Agreement and all rights and obligations hereunder shall be non-assignable unless all parties agree in writing to such assignment. This Agreement shall inure to the benefits of and be binding upon the parties hereto and their respective permitted assignees and successors.
- B. All notices and other documents to be served or transmitted hereunder shall be in writing and addressed to the respective parties hereto at the addresses stated on Page 1 of this Agreement or such other address or addresses as shall be specified by the parties hereto from time to time; further, such notices and documents may be served or transmitted in person or by ordinary or certified mail documents properly addressed with sufficient postage.
- C. This Agreement has been executed in the State of Michigan and shall be governed by Michigan Law. The parties agree that the proper forum and venue for litigation arising out of the Agreement is in Allegan County, Michigan.
- D. The waiver by any party hereto of a breach or violation of any provision of this Agreement shall not be waiver of any subsequent breach or violation of the same or any other provision of this Agreement.
- E. If any section or provision of this Agreement is unenforceable for any reason, the unenforceability thereof shall not impair the remainder of this Agreement, executed in multiple counterparts, all of which together shall be deemed to be one contract.
- F. This Agreement shall not be changed, modified or discharged orally, but only in a written document, signed by the parties, against whom enforcement of the change, modification or discharge is sought. Any exhibits now or hereafter attached hereto are incorporated by reference as though fully stated herein.

14. Additional Contracted Hours

The Entity reserves the right to utilize additional contracted hours, as needed and as agreed to by the Entity and the Sheriff. It is agreed that overtime and any other related expenses generated to serve the Entity for special events that occur outside of the normal course of law enforcement activity shall be fully paid for by the Entity. Such additional expenses relating to overtime will be included on the invoice issued by the County during the billing cycle immediately following the accrual of the overtime.

15. Definition

Whenever in this Agreement there is a reference to the employees of the County and / or the Sheriff, such reference shall be deemed to also include all agents and independent contractors thereof.

16. Vehicle

The County hereby agrees to provide a pursuit rated patrol sedan, the suitability of which shall be subject to the approval of the Allegan County Sheriff, for use by the contracted law enforcement officer. The Entity shall provide the logos and labels for the vehicle.

The Entity is contracting for the number of law enforcement service vehicle(s) specified in Schedule B. Unless the necessary number of vehicles are contracted for, the contracted service

will not provide 24-hours-a-day, seven-days-a-week coverage. Each contracted vehicle shall maintain a normal schedule consistent with the practices of the Sheriff's Office.

Contracted law enforcement service vehicle(s), to the extent they are paid for by the Entity and do not include any portion funded by the County, shall be in addition to the road patrol and general law enforcement services already provided by the Sheriff and the County to the Entity pursuant to their discretion under applicable law. The County-funded portion of the contracted vehicle(s) shall be considered a component of the County-wide road patrol and law enforcement services.

17. Entire Agreement

This Agreement represents the entire understandings and agreements between the parties hereto. The Parties hereby cause this Agreement to be executed by their duly authorized representatives.

Entity:
Sign: _____

Name: _____

Title: _____

Date: _____

County:
Sign: _____

Name: Robert J. Sarro

Title: Allegan County Administrator

Date: _____

Sheriff:
Sign: _____

Name: Frank Baker

Title: Allegan County Sheriff

Date: _____



City Council Agenda Item Report

FROM: Ryan Heise

MEETING DATE: 4.11.22

SUBJECT: Milfoil Treatment

DESCRIPTION: Year Two (2) Milfoil Treatment

Email response from contractor related to pricing of treating Kalamazoo Lake for invasive species:

Hi Ryan,

Thanks for keeping me updated:) We will be ready to go as soon as we hear from you. We are holding the City of Douglas permit in hopes of combining the permits to save some money for both Saugatuck and Douglas.

Yes, of course we are hopeful after a few years the invasive weeds will begin to drop in density and we can begin to manage a smaller size area. We are eager to see City of Douglas conditions this season. We have had two solid years of treatment and will have a good idea as to the seed bank and how soon the weed density will begin to drop. The State of Michigan regulates us quite extensively on the Kalamazoo River and we must follow their guidelines and restrictions, but we are maximizing our efforts and are as aggressive as allowable to ensure the best results.

BUDGET ACTION REQUIRED:

Road Repairs

COMMITTEE/COMMISSION REVIEW:

N/A

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Approve unit pricing from Aquatic Doctors as presented and direct staff to manage the treatment process.



AQUATIC DOCTORS LAKE MANAGEMENT, INC. (“Aqua Docs”) of P.O. Box 150247, Grand Rapids, Michigan 49515 and City of Saugatuck of Saugatuck, Michigan agree:

Aqua Docs will provide a professional aquatic program for the control of weeds and/or algae in **Kalamazoo Harbor**. The program will consist of the following:

May/June: Weed and Algae treatment applying restrictive products such as Navigate (2,4-D), Diquat, Triclopyr, Aquathol K, Hydrothol 191, and non-water restrictive products such as copper sulfate, Cutrine-Plus, Cutrine-Ultra, Cygnet Plus, and shade as a tracer.

**3-4 weeks after initial treatment- spot treat weed beds and algae treatment.

July and August: Algae treatments applying non-water restrictive products such as copper sulfate, Cutrine-Plus, Cutrine-Ultra, Cygnet Plus and shade as a tracer. Spot weed treatment for EWM and other nuisance plant growth.

Cost per Acre:

Navigate: Granular systemic 2,4-D herbicide to control Eurasian Watermilfoil	\$ <u>315.00</u>
Triclopyr: Granular systemic herbicide to control Eurasian	\$ <u>560.00</u>
Triclopyr: Liquid systemic herbicide to control EWM	\$ <u>285.00</u>
Clipper: systemic herbicide to control Starry Stonewort	\$ <u>575.00</u>
Harpoon: granular systemic herbicide to contro Starry Stonewort	\$ <u>425.00</u>
Diquat: Liquid herbicide to control EWM, Curlyleaf, and Pondweeds	\$ <u>185.00</u>
Aquathol K-Hydrothol 191: Liquid herbicide to control Pondweeds	\$ <u>205.00</u>
Algaecides: Granular products to control Chara	\$ <u>50.00</u>
Algaecides: Granular and liquid products to control algae	\$ <u>40.00</u>
Water Quality Program:	\$ <u>50.00/sample</u>

Description and Optional Services:

Weed Treatment: Milfoil, Curly-leaf, Coon-tail, Chara, and various pondweed treatments applying restrictive products such as granular Navigate (2,4-D), Aquathol K, Hydrothol 191, Diquat, Triclopyr, Komeen, Glyphosate, and Cygnet Plus.

Algae treatment: Non-water restrictive algaecides such as Copper Sulfate, Curtain-Plus, Cutrine-Ultra, Chelated Copper, Earthtech, Greenclean, and shade as a tracer. Treatments should occur monthly to prevent existing growth and prevent re-growth. Surrounding conditions (i.e. sunlight, temperature, nutrient concentration, etc...) may require additional treatments.

Muck/Enzyme Treatment: Designed to decrease levels of organic sediment in lakes and ponds while reducing odors and improving water clarity. The pellets sink quickly, targeting 'muck' on the bottom. Mukk Busster does not contain pathogenic bacteria and it is fish and wildlife friendly. Contains 3 billion CFU/gram (Colony-forming units).

Water Quality Program: Water quality program consists of lake samples taken and sent to an independent laboratory (Prein & Newhof). The samples can be tested for a variety of things including; fecal bacteria (E. coli), dissolved oxygen, conductivity, total dissovled solids, pH and alkalinity. Primarily E. coli is the focus.



- Specific treatment dates will be set by Aqua Docs, in cooperation with City Manager.
- Please be aware Aqua Docs can only treat weeds and algae present at the time of treatment. We have no control over future weed or algae growth based on the current chemicals registered for aquatic use in Michigan.
- Unless otherwise stated in the program, all other aquatic pest control will require a separate program (i.e. cattails, duckweed, largeleaf pondweed, lily pads, purple loosestrife, watermeal, etc...)

Aqua Docs will obtain the DEQ “Aquatic Nuisance Control permit” and post restriction signs as required. Any facility or location related permits/requirements, for example, “Discharge or Retention” permits will be the responsibility of the customer, association, resident or facility. It is your association’s/group’s responsibility to notify each resident within one hundred (100) feet of the treatment area at least seven (7) days in advance of the first treatment that chemicals will be applied. This notification requirement must be provided to every property owner who has consented to have their property treated. Lake boards and townships who assess the lake property owners are exempt from individual consent documentation. The property owner is responsible for removing any restriction signs ten (10) days after the conclusion of water use restrictions.

Aqua Docs carries a general liability policy of insurance for workmans comp, bodily injury and property damage with limits of \$1,000,000.00 per occurrence. Certificates of insurance will be provided upon request.

The State of Michigan requires a minimum fee of \$75.00 and increases the fee to \$1500.00 for treatment areas of 100 acres or more. Please make check to the State of Michigan. Application for the DEQ “Aquatic Nuisance Control permit” shall occur promptly after the fee is received from the customer.

Special Notes & Conditions of Treatments

- #1 – Our office must be notified of any inlets/outlets to meet specific permit requirements with the Michigan DEQ.
- #2 – If the water body is being used as a source of irrigation, please notify our office prior to any treatments.
- #3 – To minimize the possible effects on health and the environment, the treated waters MAY be restricted for such uses as swimming, bathing, irrigation, fish consumption and/or livestock.
- #4 – If an access site has not been determined or established prior to services rendered, then an access site must be determined at the discretion of the applicator at the time of treatment.

Payment in full is due within fifteen (15) days of each application. Any amount remaining unpaid when due shall accrue a penalty of 1.5% per month.

All materials utilized by Aqua Docs shall be of the highest quality and are registered with the U.S. Environmental Protection Agency and the Michigan Department of Agriculture.

The accumulation of dying and decomposing plants and algae can deplete the dissolved oxygen supply in the water, which may result in fish mortality. Please note that such occurrences are minimal, however, the possibility does exist. Due to their level of sensitivity, Goldfish, Coy, and Trout are more susceptible to a treatment than other fish species. During Late Spring and Summer, many NATURAL fish kills occur due to an increase in water temperature and spawning habits, primarily.

Three or five year treatment program: As an incentive to establish a multiple year agreement we will treat your lake or pond at the same price structure as 2022 for 2023! The remaining years (2024-2026) will have cost increases of three percent or less. If total chemical costs exceeds 10% from the previous year a new agreement will have to be mutually acceptable. If during the life of the contract the DNR or other regulatory agencies significantly change the approved treatment procedures or the client finds the manner in which the work is performed less than satisfactory, either party may terminate this agreement upon giving ninety (90) days advance written notice thereof.



Contract:

Signature Page for “City of Saugatuck”

Program Option for City of Saugatuck:

One (1) Year Program- _____
Three (3) Year Program- _____
Five (5) Year Program- _____
(Just initial your choice)

Aquatic Doctors Lake Management, Inc.

By: MT Ryan Schauland B.S.
President

Signature

Date

For City of Saugatuck Representative:

Name (Print) _____

Title _____

Address: _____

Phone: _____

(Day): _____

(Eve): _____

Signature

Date

email: _____



City Council Agenda Item Report

FROM: Ryan Heise

MEETING DATE: 4.11.22

SUBJECT: Road Improvement

DESCRIPTION: Road Construction Improvements

At the direction of Council, staff along with engineer reviewed extending road repairs on Butler Street.

Engineer comments regarding pricing:

The first item on the list is a change from the \$30k estimate to remove and replace the entire asphalt section on Butler Street through Main Street. For ~\$15k we could mill and fill the top 1.5". That is the only one from this list I would consider using the Butler Street contract for. The \$170/ton price for asphalt is quite high, even for today's market and that is most of the cost. I'm waiting on pricing from Superior and A1 for the other items).

Contract cost:

1.5" mill and fill through the Main Street intersection (instead of the full depth resurfacing that we looked at previously).

- o Cold Milling: $800\text{syd} \times \$3.50/\text{syd} = \$2,800$
- o HMA: $70\text{ tons} \times \$170/\text{ton} = \$11,900$

1.5" mill and fill for the intersection of Butler & Francis Street as well as the east lane to 620 Butler. I'm expecting pieces of the base course to come up with the mill, so plan on some wedging to put the base course back together and then the 1.5" top course.

- o Cold Milling: $650\text{syd} \times \$3.50/\text{syd} = \$2,275$
- o HMA: $75\text{ tons} \times \$170/\text{ton} = \$12,750$

Griffith Street hill between Mary & Francis (no intersections, approx. 20' x 250'), we are thinking a crush and shape followed by two 1.5" lifts.

- o HMA Base Crushing & Shaping: $550\text{syd} \times \$7.00/\text{syd} = \$3,850$
- o HMA: $100\text{ tons} \times \$170/\text{ton} = \$17,000$
- o HMA Valley Gutter: $500\text{ft} \times \$1.00/\text{ft} = \500

The north end of Maple Street (just south of North Street, approx. 20' x 350') is in rough shape. We are thinking crush and shape with two 1.5" lifts there too.

- o HMA Base Crushing & Shaping: $800\text{syd} \times \$7.00/\text{syd} = \$5,600$
- o HMA: $135 \text{ tons} \times \$170/\text{ton} = \$22,950$
- o Shoulder Gravel: $150\text{syd} \times \$0.00/\text{syd} = \0 – *Use Millings
- No extra charge for Mobilization, Traffic Control & Shoulder Aggregate.

BUDGET ACTION REQUIRED:

Road Repairs

COMMITTEE/COMMISSION REVIEW:

N/A

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Approve a change order for \$20,000.00 to repair Butler Street.



City Council Agenda Item Report

FROM: Ryan Heise

MEETING DATE: 4.11.22

SUBJECT: Campbell Road Change Order

DESCRIPTION: Campbell Road Engineering Change Order

Please see attached letter from Fleis & Vandenbrink. Engineer will be present at Council meeting to review.

BUDGET ACTION REQUIRED:

Road Repairs

COMMITTEE/COMMISSION REVIEW:

N/A

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Approve change order for engineering services in the amount of \$17,400.00 for Campbell Road project.

March 22, 2022

Via Email: rlabombard@douglasmi.gov; Ryan@saugatuckcity.com

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

Ryan Heise, City Manager
City of Saugatuck
102 Butler Street
P.O. Box 86
Saugatuck, MI 49453

RE: Proposal for Construction Engineering Services – Amended Budget

Rich and Ryan,

As we have discussed, water main construction on this project has taken significantly longer than originally anticipated in our construction engineering proposal dated October 1, 2021. The budget included in that proposal assumed a 12-week construction period with water main (and service) work taking place in November/December and road work in April/May with a winter shutdown between. As soon as we saw that the contractor's progress was not in line with our assumption, we reduced hours and were able to stretch the original 12-week budget to approximately 16 weeks.

The water main work has taken long enough that the only winter shutdown consisted of the week between Christmas and New Year's, one cold weather week and individual days totaling approximately one more week. Based on the contractor's progress to date, we anticipate water service work to run through mid-April and road restoration work to be completed around the May 26 substantial completion date for the project for a total approximately 27 work weeks.

We included language in our construction engineering proposal agreeing to adjust the budget up or down based on the actual construction timeframe, however given the significant difference between our original assumption and the project timeframe, those additional costs would be substantial. Our previous projection based on work through February 19 was that an additional \$71,500 in budget would be required. We truly value our working relationship with both communities and based on your input on our February 19 budget analysis we looked for ways to help reduce the engineering costs required to complete this project. We came up with the following:

- We are proposing reduced billing rates going forward and retroactive to January 1, 2022, which is reflected in the attached budget analysis.
- We agree to write off project management time starting the week of March 21. Between that and a reduction of administrative hours, we are able to complete the project within the original construction administration budget.
- We propose to keep our current field technician on site at an average of 40 hours per week until water service work is complete. Water service work requires a lot of coordination with residents,

oversight and record keeping, and we feel it is important to maintain the current level of onsite presence until water service work is complete.

- After water service work is complete and the last water main tie-in has been made, we propose to use a part time (approximately 25 hours per week) field technician during road restoration work. We will not have a technician on site the entire time that the contractor is working, however, we will adjust our schedule to be on site for key points in the process like concrete placement and asphalt paving, as well as performing on-site materials testing as much as practical.
- We are proposing a reduced weekly budget for reimbursable expenses (mileage, testing equipment, etc.).

The reductions described above resulted in savings of \$32,000, which is reflected in the following proposed amended budget:

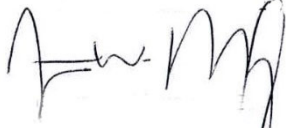
Task	Proposed Amended Budget		
	Douglas	Saugatuck	Total
Construction Administration (Original)	\$11,200	\$8,800	\$20,000
Construction Staking (No Change)	\$2,000	\$1,600	\$3,600
On-Site Observation & Testing (Original)	\$38,100	\$29,900	\$68,000
Off-Site Testing (No Change)	\$1,100	\$900	\$2,000
Contract Closeout (No Change)	\$1,800	\$1,400	\$3,200
Previously Approved Budget	\$54,200	\$42,600	\$96,800
Construction Administration (Additional)	---	---	---
On-Site Observation & Testing (Additional)	\$22,100	\$17,400	\$39,500
Proposed Amended Budget	\$76,300	\$60,000	\$136,300

A breakdown of the anticipated additional costs comparing the February 19 projection and current proposal is attached for reference. The breakdown for construction engineering services is based on the estimated breakdown of construction costs (as outlined in the Recommendation of Award dated September 28, 2021), which works out to approximately 56% for Douglas and 44% for Saugatuck.

We sincerely appreciate your consideration of this proposed change and look forward to seeing this project through to completion. Authorization of the amended budget 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

Encl.

CITY OF THE VILLAGE OF DOUGLAS APPROVAL

By: _____

Title: _____

Date: _____

CITY OF SAUGATUCK APPROVAL

By: _____

Title: _____

Date: _____

**Saugatuck & Douglas - Campbell Road Improvements
Construction Engineering Budget Analysis**

	<u>Potential Cost</u>	<u>Reduced Cost</u>
Construction Start Date	11/1/2021	11/1/2021
Budget Analysis Through	2/19/2022	3/18/2022
Number of Weeks Since Start Date	16	20
Est. Actual Work Weeks (1 holiday wk, 1 weather wk, 1 misc)	13	17
Admin Budget Remaining	\$ 2,000	\$ 800
On Site Observation Budget Remaining	\$ 6,800	\$ (3,800)
Total Admin & Observation Budget Remaining	\$ 8,800	\$ (3,000)
Projected Completion Date (Substantial Completion Date)	5/26/2022	5/26/2022
Weeks Remaining	14	10
Estimated Water Service Weeks Remaining		4
Estimated Road Restoration Weeks Remaining		6
Project Manager Rate	\$ 182	\$ -
Project Manager Average Hours Per Week	4	4
Field Technician Rate (Water Services)	\$ 108	\$ 101
Field Technician Hours Per Week (Water Services)	40	40
Field Technician Rate (Road Restoration)	\$ 108	\$ 97
Field Technician Hours Per Week (Road Restoration)	40	25
Admin Assistance Rate	\$ 78	\$ 74
Admin Assistant Hours Per Week	2	1
Estimated Labor Remaining	\$ 72,856	\$ 31,450
Estimated Reimbursable Expenses Per Week	\$ 525	\$ 500
Estimated Reimbursable Expenses Remaining	\$ 7,350	\$ 5,000
Proposed Additional Budget (Rounded)	\$ 71,500	\$ 39,500
Proposed Saugatuck Share (44%) (Rounded)	\$ 31,500	\$ 17,400
Proposed Douglas Share (56%) (Rounded)	\$ 40,000	\$ 22,100



City Council Agenda Item Report

FROM: Kate White, Project Coordinator & Deputy Clerk
MEETING DATE: April 11, 2022
SUBJECT: Resolution No. 220411-A – Social District Redesignation

DESCRIPTION:

In accordance with Public Act 124 of 2020 (MCL Section 436.1551) which authorizes the issuance of Social District permits for the sale of alcohol by the MLCC, the governing body of a local government unit may designate a Social District within its jurisdiction and establish Commons Areas. Qualified licensees whose license premises are contiguous to the Commons Area within the Social District, and that have been approved for and issued a Social District permit, may sell alcoholic liquor on their premises to customers who may then consume the alcoholic liquor within a Commons Area of the Social District.

The list of eligible businesses is shown on the attached plan.

As per the previous Social District plan adopted by City Council, the Social District currently runs from Labor Day to Memorial Day. This presented plan would activate the Social District all-year long, seven days a week from 11 a.m. to 11 p.m. To redesignate the dates of operation for the Social District, the Saugatuck City Council must approve the updated resolution and maintenance plan. This will not affect the Social District permits that have already been approved.

BUDGET ACTION REQUIRED:

N/A

COMMITTEE/COMMISSION REVIEW:

N/A

LEGAL REVIEW:

Resolution and maintenance plan are simply updates from the 2021 Social District resolution and plan; the 2021 resolution and plan was reviewed by then Attorney Jeff Sluggett.

SAMPLE MOTION:

Motion to **approve/deny** Resolution No. 220411-A for the redesignation of the Downtown Saugatuck Social District and Commons Area pursuant to the Downtown Saugatuck Social District Plan.

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

RESOLUTION NO. 220411-A

**RESOLUTION ESTABLISHING A SOCIAL DISTRICT AND COMMONS AREA IN
THE CITY OF SAUGATUCK AND APPROVING A SOCIAL DISTRICT PLAN**

WHEREAS, Public Act 124 of 2020 (PA 124), was signed into law on July 1, 2020; and

WHEREAS, PA 124 established Section 436.1551, which authorizes the issuance of Social District Permits for the sale of alcohol by the MLCC, under which the governing body of a local governmental unit may designate a Social District within its jurisdiction and establish Commons Areas; and

WHEREAS, qualified licensees whose licensed premises are contiguous to a Commons Area within the Social District, and that have been approved for and issues a Social District Permit, may sell alcoholic liquor on their licensed premises to customers who may then consume the alcoholic liquor within a Commons Area of the Social District; and

WHEREAS, the City of Saugatuck intends to establish the Downtown Saugatuck Social District and Downtown Saugatuck Commons Area which would be managed by the City.; and

WHEREAS, the Downtown Saugatuck Social District would generally be located in downtown Saugatuck area with the boundaries defined in the Downtown Saugatuck Social District Plan; and

WHEREAS, the Downtown Saugatuck Commons Area’s boundaries are defined in the Downtown Saugatuck Social District Plan; and

WHEREAS, the City of Saugatuck will follow all stipulations of Michigan Public Act 124 of 2020 and through its Social District Plan arrange for appropriate controls and maintenance of the Social District.

NOW, THEREFORE, BE IT RESOLVED that the Saugatuck City Council approves the Downtown Saugatuck Social District Plan as presented; and

BE IT FURTHER RESOLVED that the Saugatuck City Council does hereby approve the creation of the Downtown Saugatuck Social District and Downtown Saugatuck Commons Area pursuant to the Downtown Saugatuck Social District Plan.

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

YEAS: Council Members: _____

NAYS: Council Members: _____

ABSTAIN: Council Members: _____

ABSENT: Council Members: _____

ADOPTED this 11th day of April 2022.

Signed: _____

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 Saugatuck City Council at a regular meeting held April 11, 2022, in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended. The minutes of the meeting were kept and will be or have been made available as required by said Act.

Signed: _____

Jamie Wolters, City Clerk

Downtown Saugatuck Social District Plan

Introduction

In accordance with Public Act 124 of 2020 (MCL Section 436.1551) which authorizes the issuance of Social District Permits for the sale of alcohol by the MLCC, the governing body of a local governmental unit may designate a Social District within its jurisdiction and establish Commons Areas. Qualified licensees whose licensed premises are contiguous to the Commons Area within the Social District, and that have been approved for and issued a Social District Permit, may sell alcoholic liquor on their licensed premises to customers who may then consume the alcoholic liquor within a Commons Area of the Social District.

The City of Saugatuck has developed this Social District Plan and supplemental Social District Plan Maps to establish the Downtown Saugatuck Social District, the Commons Area, and provide for the administration of these areas. The Plan and associated Maps define the Downtown Social District, Commons Area, and hours of operation as well as plans for signage, security, and sanitation, and other considerations.

- A) Management.** The Downtown Saugatuck Social District will be managed by the City of Saugatuck through the City Manager’s Office. Day-to-day Operations will be assisted by the Allegan Sheriff’s Department and the Department of Public Works.

- B) Social District Boundaries.** The Downtown Saugatuck Social District is generally located in Downtown Saugatuck. It includes the C-1 City Center, the C-2 Water Street East, the C-1 Water Street North, and the C-2 Water Street South. A Downtown Saugatuck Social District Map is included as Appendix A to this plan.

- C) Commons Area.** The Commons Area within the Downtown Social District is defined on the Downtown Saugatuck Social District Commons Area Map included as Appendix A.

- D) Businesses within the Downtown Saugatuck Social District.**
 - 1) Liquor Licenses Eligible for Social District Permit.** As of March 25, 2022, the following businesses located within the Downtown Social District are eligible to receive a Social District Permit:
 - i. Sand Bar Saloon - 141 Butler St.
 - ii. Coral Gables etc. - 220 Water St.
 - iii. Marro’s Restaurant - 147 Water St.
 - iv. The Butler – 40 Butler St
 - v. Wally’s – 128 Hoffman St.
 - vi. Phil’s Bar and Grill – 215 Butler St.
 - vii. Wicks Park Bar and Grill – 449 Water St.
 - viii. Scooters Café and Pizzeria – 322 Culver St.

- ix. Bowdies – 230 Culver St.
- x. El Burrito Feliz – 322 Culver St.
- xi. Mermaid Bar and Grill – 360 Water St. Units 1-6 and 12.
- xii. Saugatuck Fish Camp– 149 Griffith St.
- xiii. Coppercraft Distillery – 360 Water St. Units 9, 10, and 11.
- xiv. The Barge – 528 Water St.
- xv. Retro Boat Rentals – 730 Water St.
- xvi. The Mitten Brewing Company – 329 Water St.
- xvii. Grow – A Saugatuck Diner – 302 Culver St.
- xviii. Pumpnickel’s – 202 Butler St.
- xix. Coast 236 – 236 Culver St.
- xx. New Holland Brewing – 201 Culver St. Unit 3.
- xxi. Butter & Whiskey – 210 Culver St.

2) Businesses Ineligible to allow Alcohol on Premises. As per MCL 436.1913, downtown commercial establishments that sell food but are not licensed under the Michigan Liquor Control Code (Act 58 of 1998) are not permitted to allow the consumption of alcoholic liquor on its premises. Other businesses, including those licensed under Act 58 of 1998 may otherwise be restricted by one or more sections of the Act.

3) Businesses Eligible to allow Alcohol on Premises. Other businesses located in the Downtown Social District that are not otherwise restricted from allowing alcohol on their premises by the Michigan Liquor Control Code or other State or local law may allow beverages from the Downtown Saugatuck Social District in their store if their business is accessible from the Commons Area in the District. Such businesses choosing to allow alcohol in their establishment will be provided a window cling or other identifier by the City.

E) Commons Area Hours of Operation. The Downtown Saugatuck Commons Area is open all year-round from January 1st to December 31st, seven days a week, from 11:00 am until 11:00 pm. No consumption of alcoholic beverage is permitted in the Common Areas after 11:00 pm. Social District Permit Holders must abide by all restrictions on the time of sales per according to their individual permits per Section 436.1551 of Act 58 of 1998. The consumption of alcoholic liquor from a Social District Permit Holder’s container (designed per section G below) in the Commons Area may only occur during the legal hours for the sale of alcoholic liquor by the Permit Holder.

F) Commons Area Signage and Marking. The Commons Area in the Downtown Saugatuck Social District will be identified with signage and/or other markings. Flyers identifying the boundaries of the Commons Area will be available at all Social District Permit Holders as well as other strategic locations.

G) Commons Area Beverage Container Identification. In order to participate, Social District Permit Holders will be required to design and provide a beverage container with the Commons Area

Logo on it that will be used by all patrons in the Commons Area. The City of Saugatuck will provide to all Participating Social District Permit Holders a Commons Area Logo. This logo must be used on a beverage container, alongside the Social District Permit Holder's logo, compliant with Section 436.1551 of Act 59 of 1998, in order for the beverage to be removed by a patron into the Commons Area. Beverage containers may not be glass and the liquid capacity may not exceed 16 ounces.

H) Operational Considerations.

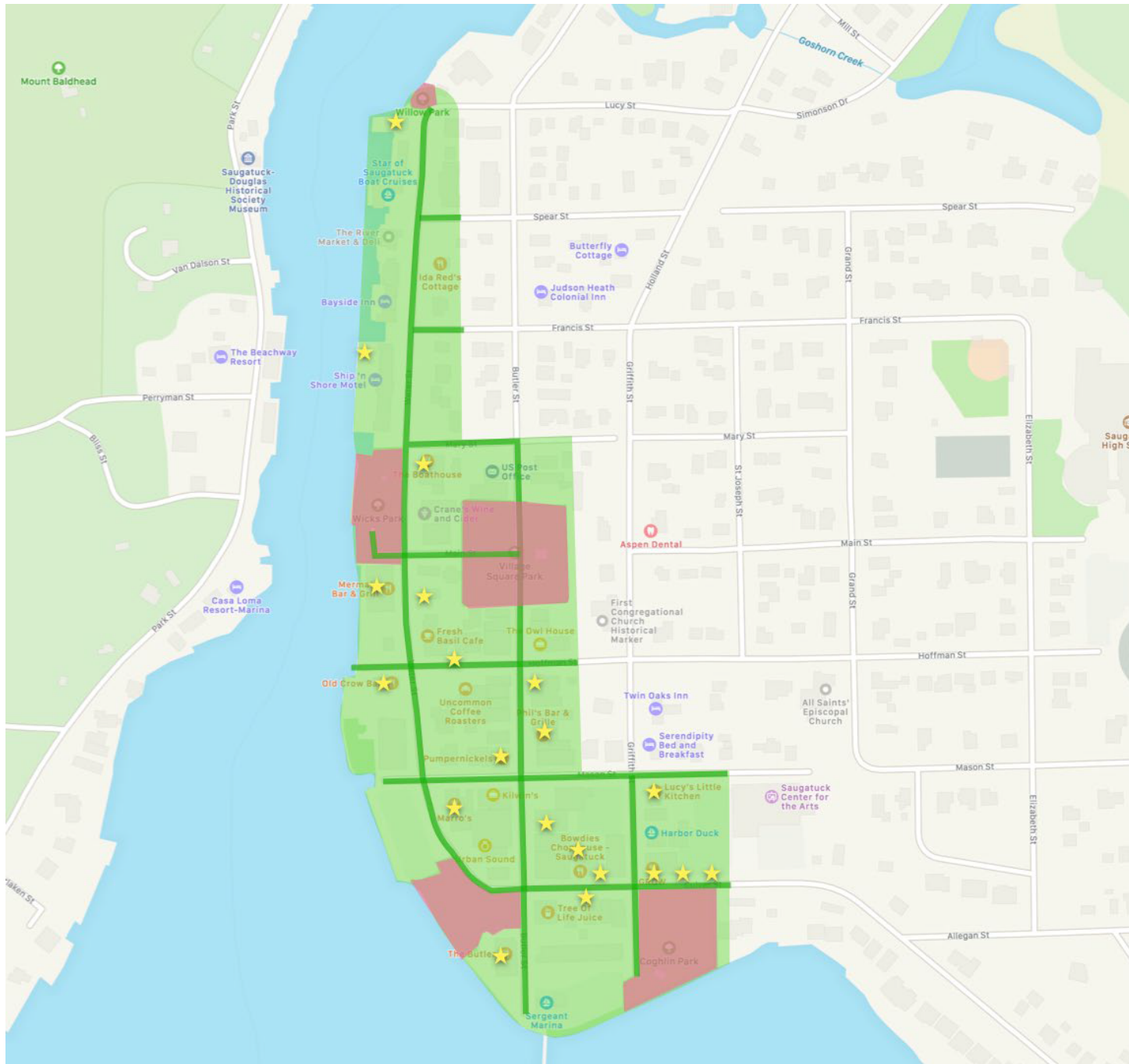
- 1) Public Safety Enforcement.** All Commons Areas will be monitored by the Allegan Sheriff Deputies as part of regular patrol shifts. Patrol needs will be evaluated over the course of time as well as enhanced during activities that would be expected to draw large crowds.
 - 2) Sanitation.** The Commons Area will have public trash receptacles positioned as needed. Trash collection will be handled by a waste service on a regular basis. Sanitation needs, including placement of additional receptacles and/or additional collection times will be evaluated over the course of time as well as enhanced during activities that would be expected to draw large crowds.
 - 3) Insurance.** The City will insure its management and operation of the Downtown Social District and its Commons Area through its municipal umbrella insurance policy. Participating Social District Permit Holders are responsible for their own liability insurance.
- I) Festivals/Special Events.** During festivals or special events that do not include issuance of a special license by the Michigan Liquor Control Commission, the Commons Area in the Downtown Saugatuck Social District will remain open. Where a festival or event located in the Downtown Saugatuck Social District includes issuance of a special license by the Michigan Liquor Control Commission, as per Section 436.1551 of Act 58 of 1998, holders of a Social District Permit in the District shall not sell or serve alcoholic liquor to be consumed in the Commons Area.

Appendix A

Downtown Saugatuck Social District Boundaries and Commons Map

Light green – Social District Boundaries

Darker green and pink (streets and parks) – Social Commons



Mayor Mark Bekken
102 Butler St.
PO Box 86
Saugatuck, MI 49453

Dear Tree City USA Community Member,

On behalf of the Arbor Day Foundation, I congratulate Saugatuck on earning recognition as a 2021 Tree City USA. We are so thrilled that Saugatuck takes pride in creating a community that places unique value on the planting and caring of trees.

Saugatuck is part of an incredible network of more than 3,600 Tree City USA's, with a combined total population of 155 million. The Tree City USA program is one of the Arbor Day Foundation's earliest programs. We are proud to partner with the U.S. Forest Service and the National Association of State Foresters to maintain this community.

Over the last few years, it has become increasingly clear of the value and importance that trees hold for our future. Cities and towns across the globe are facing challenges when it comes to air quality, water resources, personal health and well-being, and energy use. Saugatuck shows its residents and peers that they are forward-thinking and eager to combat these issues. By showing your dedication to urban forestry, you demonstrate a commitment to a brighter, greener future.

We hope you are as excited as we are to share this accomplishment with your local media and your residents. Enclosed in this packet is a press release for you to distribute at your convenience.

State foresters will receive the Tree City USA recognition materials and coordinate on how to distribute them. We will forward information about your awards to your state forester's office to facilitate the presentation. Your community's Arbor Day ceremony would be the best time to mention the Tree City USA award.

Again, we are excited to celebrate your commitment to the people and trees of Saugatuck and thank you for helping us plant, nurture and celebrate trees.

Best Regards,

A handwritten signature in black ink, appearing to read 'Dan Lambe'.

Dan Lambe
Arbor Day Foundation Chief Executive

FOR IMMEDIATE RELEASE

Contact:

Arbor Day Foundation

Lauren Weyers

lweyers@arborday.org

Arbor Day Foundation Recognizes Saugatuck as a Tree City USA®
Saugatuck earns the Tree City USA recognition for their commitment to urban forestry

LINCOLN, Nebraska (3/8/2022) – Saugatuck was named a 2021 Tree City USA by the Arbor Day Foundation to honor its commitment to effective urban forest management.

Saugatuck achieved Tree City USA recognition by meeting the program's four requirements: forming a tree board or department, creating a tree-care ordinance, having an annual community forestry budget of at least \$2 per capita, and an Arbor Day observance and proclamation. The Tree City USA program is sponsored by the Arbor Day Foundation, in partnership with the U.S. Forest Service and the National Association of State Foresters.

"Tree City USA communities benefit from the positive effects that an urban tree canopy has year after year," said Dan Lambe, chief executive of the Arbor Day Foundation. "The trees being planted and cared for by Saugatuck ensure that generations to come will enjoy a better quality of life. Additionally, participation in this program helps cultivate a sense of stewardship and pride for the trees the community plants and cares for."

Planting trees in an urban space comes with a myriad of [benefits](#) past the recognition of this program. Urban tree plantings help reduce energy consumption by up to 25%, which will reduce general energy costs and help with the overall cooling of the city as well. In addition, members of the community benefit from properly placed trees as they increase property values from 7–20%. Trees also positively affect the local ecosystem by helping to clean water and create animal habitats to encourage biodiversity.

More information on the program is available at arborday.org/TreeCityUSA.

About the Arbor Day Foundation

Founded in 1972, the Arbor Day Foundation has grown to become the largest nonprofit membership organization dedicated to planting trees, with more than one million members, supporters and valued partners. Since 1972, almost 500 million Arbor Day Foundation trees have been planted in neighborhoods, communities, cities and forests throughout the world. Our vision is to lead toward a world where trees are used to solve issues critical to survival.

As one of the world's largest operating conservation foundations, the Arbor Day Foundation, through its members, partners and programs, educates and engages stakeholders and communities across the globe to involve themselves in its mission of planting, nurturing and celebrating trees. More information is available at arborday.org.



P.O. Box 176, Saugatuck, MI 49453

www.SaugatuckDouglasArtClub.org

info@SaugatuckDouglasArtClub.org

March 30, 2022

City Council
City of Saugatuck
102 Butler Street
Saugatuck MI 49453

Dear Council,

The Saugatuck-Douglas Art Club thanks you for your faithful support of our juried Art Fairs and requests that you continue your \$200 award for 2022. Because of your support last year's event was a tremendous success. This year's Waterfront Invitational Art Fair is scheduled to be held at Village Square Park on Saturday, July 2nd.

Your support of our Fairs through the CITY OF SAUGATUCK AWARD is greatly appreciated because it is through the proceeds of our Fairs that we are able to fund our scholarship program for students in the visual arts and our contributions to community cultural and educational projects.

The money for your award will not be due until June, but we would appreciate a confirmation of the award via e-mail to paulinglenn@hotmail.com as soon as possible. Afterward, please send your check for this award, made payable to the Saugatuck-Douglas Art Club, to post office box shown above.

We look forward to having you join us to enjoy this exhibition of diverse, high quality works by artisans from the region and across the nation.

Sincerely,

A handwritten signature in cursive script that reads "Paul".

Paul Burdick
SDAC Board Member

From: no-reply@weebly.com
To: [Padley](#)
Subject: New Form Entry: Website Communication for Council
Date: Tuesday, March 22, 2022 4:17:39 PM

You've just received a new submission to your [Website Communication for Council](#).

[Mark as Spam](#)

Submitted Information:

Name

William BARDELMEIER

Email

[REDACTED]

Address

[REDACTED]

Are you a resident of the City of Saugatuck?

Part-time

Please share your comments

Ladies and Gentlemen,

I operate a sailing charter business out of Tower Marina taking Saugatuck/ Douglas visitors out sailing on Lake Michigan. I am requesting you permit me to pick up and discharge customers at the Wicks Park water front. This would be similar to your past loading and unloading accommodations for Duck Boat tours where a special zone was created on the street, only this would be on the waterfront. Not only would this be convenient for your and my customers, it would create activity along the waterfront which visitors love to see.

My activity would only be for several minutes 2 to 3 times per day.

Thank you for considering this request.

William Bardelmeier

[REDACTED]

Client:	Blue Star Trail Committee (Municipalities)	Date:	March 31, 2022
Project No.:	21-0097	Project Manager:	Larry Fox
Project Name:	Blue Star Trail	Client Manager:	Roger Marks
Project Phase:	Schematic Design and Grant Applications		
Client Approved Revised Completion Date:		Project Start Date:	May 7, 2021
Client Project No.:		Project Completion Date:	April 2022
		Period Covered:	Nov 12 to Mar 31, 2022

THE WORK ACCOMPLISHED IN THE DEFINED PERIOD CONSISTED OF:

- The C2AE team followed up with TAP Application question responses (two rounds), as well as participation in a review meeting with MDOT TAP grant administrators.
- C2AE attended Public Information Meetings for City and Township MNRTF Applications.
- Prepared MNRTF applications for the City and Township (submitted 3/29/22).
- Completed all aspects of the original Engineering Services Agreement. C2AE will continue to assist with any follow up questions.

THE ANTICIPATED WORK ELEMENTS IN THE NEXT PERIOD:

- Address any questions from the TAP and MNRTF reviews
- We anticipate receiving word from MDOT TAP within the near future regarding a conditional commitment. If a conditional commitment is received, we would like discuss moving into the design phase services to help accelerate the project construction.

SCOPE CHANGES MADE DURING DEFINED PERIOD:

- See Value Added section.

BUDGET STATUS (% COMPLETE):

- The project budget has been exceeded as previously noted, however current billings have only been to 90% of the original contract amount. The final 10% of the original amount will be invoiced within the next couple weeks.

SCHEDULE STATUS:

PROGRESS REPORT # 7

Project Description: Blue Star Trail Schematic Design and Grant Applications

Task	Milestone Date	Status
Project Kickoff Meeting	May 7, 2021	Completed
On-Site Review Meeting	May 17, 2021	Completed
Initial Contact with Grant Coordinators	May 26, 2021	Completed
Internal C2AE Alternative Reviews	May/June	Completed
Emergency Services Alternative Review Meeting	June	Completed
On Site Project Review with Grant Coordinators (if applicable)	June/July	Not Needed
Committee Consensus on Project Alternative	July/August	Completed
Development of Funding Package	July/August	Completed
Determination of Grant Applicant(s)	August/September	Completed
Individual Municipality and Public Engagement	August/September	Completed
Maintenance Plan Development	August/September	Completed
Grant Application Support Documentation	September	Completed
Resolutions of Support from all entities	September	Completed
TAP Grant Application	October 13, 2021	Completed & Submitted
Verify Recreation Plan Consistency and adjust if needed	NLT February 1, 2022	Completed
TAP Supplemental Materials (as requested by TAP review)	January 2022	Completed
TAP Conditional Commitment	March 9, 2022	Pending
MNRTF Public Hearings and Resolutions of Support	March, 2022	Completed
MNRTF Grant Application Submittal	April 1, 2022	Completed
MNRTF Supplemental Information (as requested by MNRTF)	July-Sept 2022	Pending review
MNRTF Board Grant Award Recommendations	December 2022	Pending review

INPUT NEEDED FROM CLIENT:

- None current, awaiting grant application responses.

CLIENT INPUT, DECISIONS AND DIRECTIVES:

- The Committee made the necessary decisions on final trail routing alternatives, funding package, lead agency applicant and maintenance agreement. Committee members also assisted in answering questions and gaining approval of supporting resolutions from the Local Units of Government.

REALIZED OR ANTICIPATED CONCERNS:

- Not a concern, but note a change in C2AE roles. With Larry Fox’s retirement, Rusti Owens will now take over Project Management duties for future phases of the project. Roger Marks will act as Client Relationship Manager. Emily Meyerson will continue to assist with follow up on the grant applications as needed.

VALUE ADDED: In-depth responses were required by the MDOT TAP grant administrators, getting into more typical design phase services. These were completed by C2AE at no additional cost to the clients.

cc: Tri-Community Joint Study Committee for the Blue Star Trail (via Ryan Heise)
WJK, RFM, CRO, MTR, SDC, ALM, E. Meyerson