



## CITY COUNCIL MEETING AGENDA

April 24, 2023 – 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. Mayor's Comments
5. City Manager Comments
6. Agenda Changes (*Additions/Deletions*)
7. Guest Speakers: None
8. Public Comment on Agenda Items Only (*Limit 3 minutes*)
9. Consent Agenda: (*Roll Call*)
  - A. Regular City Council Meeting Minutes – April 10, 2023. Pg.3
10. Staff Reports, Boards, Commissions & Committees:
  - A. Staff Reports: Starting on Pg.7
    1. City Manager
    2. Treasurer
    3. Planning and Zoning
    4. Department of Public Works
    5. Police
    6. Engineer
  - B. Boards, Commissions & Committees:
    1. Fire District Administration Board
    2. Interurban Board
    3. Kalamazoo Lake Sewer & Water Authority
    4. Kalamazoo Lake Harbor Authority
    5. Zoning Board of Appeals

**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](mailto: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 [Wolters@saugatuckcity.com](mailto:Wolters@saugatuckcity.com) for further information.

6. Historic District Commission
7. Planning Commission
8. Parks & Public Works Committee
9. Tri-Community Non-Motorized Trail Study Committee
10. Tri-Community Recycling Ad-Hoc Committee

**11. Request for Payment**

**12. Approval of Accounts Payable:** *(Roll Call)*

- A. Accounts Payable in the amount of \$221,559.84 *Pg.26*

**13. Introduction of Ordinances:** None

**14. Public Hearings:** None

**15. Unfinished Business:** None

**16. New Business:**

- A. Preliminary Budget *Pg.28*
- B. Mt. Baldhead Bathroom Design *Pg.50 (Voice Vote)*
- C. Blue Star Trail *Pg.54 (Roll Call)*
- D. Street End Licenses *Pg.82 (Roll Call)*
- E. ACT 51- Ridgeview Lane *Pg.92 (Roll Call)*
- F. Revocable License- Boardwalk Café *Pg.96 (Voice Vote)*
- G. Revocable License- Sienna Café *Pg.106 (Voice Vote)*
- H. SCA Right of Way Signage *Pg.115 (Voice Vote)*
- I. Garden Club Right of Way Signage *Pg.122 (Voice Vote)*
- J. Special Event- Community Pride Car Parade *Pg.125 (Voice Vote)*
- K. Special Event- Memorial Day Parade *Pg.135 (Voice Vote)*
- L. Social District- Mermaid Business, LLC *Pg.142 (Voice Vote)*
- M. Social District- The Mitten Brewing Company, LLC *Pg.147 (Voice Vote)*
- N. Uncommon Ground Parking Request *Pg.151 (Voice Vote)*

**17. Public Comments** *(Limit 3 minutes)*

**18. Closed Session:** Council will enter into closed session pursuant to MCL 15.268(h) to consult with the City Attorney regarding the litigation pending in the Allegan County Circuit Court in Dune Ridge SA, LP, et al v City of Saugatuck, Case No. 21-64709-CZ.

**19. Correspondence:**

**20. Council Comments**

**21. Adjourn** *(Voice Vote)*





**CITY COUNCIL MEETING MINUTES- Proposed  
April 10 , 2023**

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

**Call to Order:**

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

**Attendance:**

Present: Mayor Dean, Councilmembers Baldwin, Gardner, Lewis, Muncey and Stanton.

Absent: Leo.

*Motion by Stanton, second by Baldwin to approve the excused absence of Leo. Via voice vote, motion carried 6-0.*

Others Present: City Manager Heise, Treasurer Stanislawski, Director of Planning, Zoning & Project Management Cumming, Department of Public Works Superintendent Herbert, Clerk Wolters, City Attorney Witte and Sheriff's Deputy LaJoice.

**Mayor's Comments:** Mayor Dean welcomed everyone back from spring break and hoped all had a happy Easter.

**City Manager Comments:**

Recommended that Council does not take action on the correspondence, item 18F from Uncommon Grounds. It will be considered for a future meeting.

**Agenda Changes:**

Add Allison Fuhrman as guest speaker, item 7.

*Motion by Lewis, second by Stanton to add Allison Fuhrman as guest speaker. Upon voice vote, motion passed 6-0.*

**Guest Speakers:**

Allison Fuhrmank Legislative Director for State Representative Joey Andrews. She gave the following legislative update:

1. Elliott-Larsen Civil Rights Act passed.
2. 1931 Abortion Ban repealed.

3. Right to Work- restored the prevailing wage, pass universal background checks and then repealed the pension tax and expanded the earned income tax credit.

**Public Comment on Agenda Item Only:**

CJ Bagierek- resident- noted there are other parks that have issues to be addressed prior to addressing the airport property.

**Consent Agenda:**

- A. Regular City Council Meeting Minutes – March 27, 2023.

*Motion by Gardner, second by Muncey to approve the consent agenda. Via roll call vote, motion carried 6-0.*

**Staff Reports:**

City Manager, Treasurer, Director of Planning & Zoning, DPW Superintendent and Engineer submitted status reports of current activities since the last Council meeting on March 27th, 2023, for their respective departments. DPW Superintendent reported to Council about his meeting with the certified playground inspector regarding Village Square Park.

**Boards, Commissions & Committees:**

Fire District Administration Board: Dan Fox explained the First Net emergency response system.

Interurban Board, Councilmember Muncey: The monthly board meeting is a week away.

KLSWA, Barry Johnson: None.

Kalamazoo Lake Harbor Authority, Mayor Pro-Tem Stanton: April 18<sup>th</sup> is the first meeting of the year.

Zoning Board of Appeals: None.

Historic District Commission, Councilmember Lewis: No quorum in April, next meeting in May.

Planning Commission, Chair Councilmember Gardner: Next meeting is April 20.

Parks and Public Works Committee, Councilmember Baldwin: They met the day after the last Council meeting and they have a couple of things to put in front of Council for this agenda.

Tri-Community Non-Motorized Trail Study Committee, Councilmember Leo: None.

Tri-Community Recycling Ad-Hoc Committee: None.

**Request for Payment: None.**

**Approval of Accounts Payable:**

- A. Accounts Payable in the amount of \$ 29,217.79.

*Motion by Gardner, second by Muncey to approve the accounts payable. Via roll call vote, motion carried 6-0.*

**Introduction of Ordinances:** None

**Public Hearings:** None

**Unfinished Business:** None

**New Business:**

Resolution 230410-A Bowdies, LLC Social District Permit App:

*Motion by Stanton, second by Baldwin to approve Resolution 230410-A adding Bowdies, LLC to the City of Saugatuck Social District. Upon voice vote, motion carried 6-0.*

OAISD Summer Tax Collection:

*Motion by Lewis, second by Stanton to authorize the Mayor and City Clerk to sign and enter into an agreement between the City of Saugatuck, Saugatuck Public Schools, and the OAISD for collection of the 2023 summer tax levies at a rate of \$2.75 per parcel. Upon voice vote, motion carried 6-0.*

Additional Dates for City Lot Parking Request:

*Motion by Stanton, second by Muncey to allow Saugatuck Public Schools to charge for parking in the City lot during large SCA events that are coordinated and approved by the SCA. Upon voice vote, motion carried 6-0.*

Short-Term Rental Task Force Consultant:

*Motion by Lewis, second by Baldwin to approve entering into a professional services agreement with McKenna Associates. Via roll call vote, motion carried 4-2. Yays, Baldwin, Dean, Lewis, Stanton. No, Gardner, Muncey.*

Airport- ESA Phase 1 & Site Use Proposal:

*Motion by Lewis, second by Stanton to approve Move to approve the two proposals submitted by Fleis and Vandenbrink for Environmental Assessments of City owned property not to exceed \$9,650.00. Also, approve the proposal from the Outdoor Discovery Center in the amount not to exceed \$6,500.00. Upon roll call, motion carried 4-2. Yays: Baldwin, Dean, Lewis, Stanton. No: Gardner, Muncey.*

**Public Comment:**

Dan Fox-resident- Suggested that the City seek a real estate appraisal on the airport property to know its worth.

Keith Charak-resident- Educated Council on No Mow May and suggested the City joins the movement.

Suresh Rajapakse-resident- Ask STR task force, Council and Planning Commission treat Saugatuck uniquely and not do something that another community has done just because they have done it. He supports whatever decisions are made.

**Correspondence:** Uncommon Grounds.

**Council Comments:**

- Councilmember Lewis: She noted there are so many different projects going on, it is possible to do many things and get many things moving at the same time. Venetian planning is coming along really well. They are confident that the event will be stellar and they have received great

support from a lot of businesses.

- Councilmember Muncey: Shout out to the Saugatuck Douglas Art Club as they celebrate their 70<sup>th</sup> year at J Petter Gallery.
- Councilmember Stanton: She was encouraged by the agenda and all projects going forward. She feels lucky to be involved in the Short-Term Rental Task Force. She appreciates the hard work interviewing and researching McKenna. She looks forward to the progress made in our unique tourist town. She is excited about the Mt. Baldhead partnership with AT&T. Looking forward to the work of the PPW. There are a lot of projects being tackled and everyone is doing the best they can, and she appreciates that.
- Councilmember Gardner: He remains fully supportive as a member of the Planning Commission and City Council of the Short-Term Task Force goals and of the community's efforts to address an issue that needed to be addressed for a while. Gave a brief history of the landfill.
- Councilmember Baldwin: Thanked everyone who came to the meeting, including members from Planning Commission and PPW. There is good forward momentum on a lot of items and the reason she joined Council is progress and forward momentum.
- Mayor Dean: Saugatuck is coming alive for the summer, evident by many people cleaning up their yards along with the City properties. Everyone works together to create that atmosphere in town, well-kept houses, well-kept yards. Working together as a community leads to the whole town prospering.

**Adjournment:**

*Motion by Stanton, second by Baldwin to adjourn. Upon voice vote, motion carried 5-0. Mayor Dean adjourned at 8:26 p.m.*

Respectfully Submitted

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Jamie Wolters, City Clerk



## **City Managers Report –Highlights April 24, 2023**

### **Newish! Blue Star Highway Multi-Modal Path**

On your agenda is the proposal for engineering phase 2 work: construction design and construction management. We can consider these two portions as phase 2 and phase 3. Next steps include a programming schedule for construction design and long-term schedule for the project. The City/Township Managers are in discussion with Friends of the Blue Star Trail regarding funding opportunities. Please see details included in the packet.

### **Newish! MDOT Exit 36 and 41 Bridge Work**

MDOT has communicated that they recognize the importance of communicating this project with local municipalities. Latest from MDOT (4.11.23):

*Ryan/Rich,*

*To Answer a few questions as it relates to traffic control, we are still working on revising some of the detours for the exit 41 closures. Attached are the detour routes for Exit 36, which we can discuss with you in further detail at our upcoming meeting on May 10th, as the sheets are super clear from our plans. As of right now since we are still finalizing things with detours and the schedule the May 10th date works the best for us, but if you have some specific question that you need answered right away prior to the meeting feel free to call and we can try to answer them.*

*As for ramp closures for both of these structures. There will be closures of ramps at both locations. At exit 41 both the NB and SB on ramps will be closed while the off ramps will remain open. At exit 36 the NB and SB off ramps from I-196 will be closed while the on ramps will remain open to I-196 at this location. Just as another note work will not occur on both these structures at the same time so one interchange will always remain open*

*Again if something comes up prior to May 10th that you would like answered feel free to reach out to Myself or Chad Rajala.*

*Thanks,  
Cole Shafer  
Assistant Construction Engineer  
MDOT Muskegon TSC*

## **Parks and Recreation Master Plan- Tri-Community Effort (Including Saugatuck Public Schools Community Recreation).**

A Tri-Community effort! A draft request for proposals (RFP) for professional services to assist in updating plan has been created and after staff review will be brought to Council.

### **Newish! Harbor Dredging Funding- Tri-Community Effort**

The Army Corp of Engineers (ACOE) has confirmed that Saugatuck Harbor will be receiving \$895,000.00 for dredging this year. The focus is now on timing; this is a major unknown now. A note from the Army Corp revied on March 28<sup>th</sup>: Municipal Managers are waiting to receive the dredge survey conducted by ACOE. It's unlikely that any dredging will be conducted this summer season, however the results of the survey will trigger a new discussion amongst the government entities on safety precautions for this summer season.

### **Barricades for Events**

City staff attempted to rent Archer 1200 barricades for the Memorial Day Parade. However, the nearest location for rental is Chicago. Staff will need to accommodate vehicle barricades for the Memorial Day event. City Staff and Allegan County Sheriff's Department met with the Holland Police Department to review road barricades "show and tell." Holland partners with Zeeland, Grand Haven and Grand Valley State University to share resources. Recommendations to Council for the potential procurement of barricades to assist with safety for events forthcoming and will be included as a budget recommendation. Allegan County recently hired a new Emergency Manger who will be looking into potential grant opportunities, including Homeland Security.

### **Cellular Service Discussions Continue with AT&T**

AT&T has presented preliminary plans for facilities at Mt. Baldhead. Continued discussions with the AT&T government liaisons to review install/service agreements, permitting and identifying easements. City legal has provided their red-line version of a lease agreement provided by AT&T, which has been provided to both Council and AT&T. Lease agreements are being collected from around the state, including monthly rental rates charged to telecom. This has the makings of an excellent private/public partnership and a fantastic repurposing of the tower. Discussions are occurring between City and AT&T regarding repair and paint of the dome. Discussions regarding an opportunity to leverage FirstNet for first responders and public safety professionals has begun. <https://www.firstnet.com/>

### **Parks and Public Works Update**

The Village Square playground inspection is complete, and some structural repairs are needed. The Department of Public Works is managing the logistics of the necessary repairs. Attention remains on the following projects: playground/village square, Blue Star Trail multi-modal path (on your agenda), Airport Property, Mt. Baldhead and Park Street. The PPW Committee has organized study groups to perform "fact finding" to present to the PPW Committee. This is designed to be a bottom-up process with many opportunities for citizen input. Renderings of the proposed restroom and equipment facility are on your agenda for discussion and good feedback and request were received at the Council Workshop.

## **Ongoing- Kalamazoo Lake Sewer and Water (KLSWA) Agreement- Tri-Community**

City/Township Managers continue to discuss the Asset Management Plan, along with our respective attorneys and engineers. KLSWA prefers to begin with negotiating the asset management plan for sewer to utilize as a roadmap for the water agreement. KLSWA has requested an extension from EGLE to provide the agreement. I've been sorting through historical water agreements in anticipation of the next phase of discussions. Discussions with City Council needed for collecting funds for long-term asset management.

## **Ongoing- Oval Beach Staffing and Operations**

Compliments to staff on their excellent efforts and success in recruitment and staffing Oval Beach operations for the '23 season. Discussions on safety improvements, operational improvements, staff retention and recruitment continue.

## **City Hall**

Work underway for exterior repairs, with everything is on track for an early season completion.

## **Ongoing- Road Resurfacing (and utility) Projects**

Road Project Kickoff meeting took place with City staff and engineer. Final bids for the street projects will be presented to Council at a future date. Road repairs will occur in fall '23.

## **Discussions continue with Allegan County Conservation District**

Allegan Conservation District (ACD) conducted surveys for treating Hemlock trees for hemlock woolly adelgid (HWA). A reminder that they are willing to assist with other invasive species treatment in the area, including Phragmites on city owned property.

[https://www.canr.msu.edu/news/invasive\\_phragmites\\_australis\\_what\\_is\\_it\\_and\\_why\\_is\\_it\\_a\\_problem](https://www.canr.msu.edu/news/invasive_phragmites_australis_what_is_it_and_why_is_it_a_problem)

## **Old news- Dune Ridge Waterfront Update**

Litigation continues...we typically do not discuss ongoing litigation.

## **Meetings**

- Michigan Municipal Executive Advocacy Committee meeting
- Attended Medler V. Saugatuck Hearing
- Managers meeting to discuss KLSWA status
- Kalamazoo Lake Authority Meeting
- AT&T Project Coordinator meeting
- Army Corp meeting for shallow draft and recreational harbors
- Engineer projects coordination meeting

- Meeting with Outdoor Discovery Center staff to review Village Square space

### **Items On Deck for Council**

- Mt Baldhead Cellular Lease, first introduction
- Budget discussions
- Milfoil Treatment Proposal

### **Council-Manager form of Government Tid-bit**

The council-manager form encourages open communication between citizens and their government. Under this form, each member of the governing body has an equal voice in policy development and administrative oversight. This gives neighborhoods and diverse groups a greater opportunity to influence policy.





### **Treasurer Report**

Below is a summary of notable activities carried out by the Treasurer's Office since the last council meeting on 4/10/2023:

- Paid routine bills.
- Completed and disseminated bi-weekly payroll.
- Start 2023-2024 budget process.
- Oval Beach Passes.
- Attend Fire Department meeting.
- Insurance annual renewal.
- Preparing for budget presentation.
- Assisted with QR project for parking passes.
- Assisting with claim for broken public art request.
- Researched prior year Milfoil treatment costs.



## **Planning, Zoning and Project Report**

April 24, 2023

### **Planning and Zoning**

- Prepared for and attended ZBA meeting.
- Prepared for and attended Planning Commission meeting.
- Met with McKenna Associates to plan for first Short-Term Rental Task Force meeting. The first meeting is scheduled for May 4 at 3p at City Hall.
- Attended Medler v City of Saugatuck motion to dismiss hearing.
- Attended Dune Ridge v City of Saugatuck motion hearing.
- Attended Renewable Energy Academy webinar.
- Attended city staff team and budget meeting.
- Researched and discussed hardscape right of way encroachment complaints and issues along Simonson Dr with City Manager, City Attorney, City Engineer, and insurance carrier.
- Met with numerous walk-in customers to discuss their projects and questions.
- Completed planning and zoning casework as outlined in the chart below.

## Planning and Zoning Casework

383 Dunegrass Circle	New Home	Claim of Appeal remains pending. Applicant submitted updated plans to EGLE for approval.
726 Water St	Short Term Rental	Existing STR units. Renewing. Sent to Fire Department for inspection. Unit 2 failed. Sent reinspection invoice. Reviewed PUD history. Awaiting results of re-inspection for Unit 2 and initial inspection for Unit 1.
520 S. Maple St	Short Term Rental	Working on cleaning up old STR holds prior to my start date. System showed Fire inspection was not completed. Fire Authority never received application. E-mailed them the application to conduct inspection. Failed inspection. Sent re-inspection invoice. Still pending re-inspection.
239 Mary St	Short Term Rental	Working on cleaning up old STR holds. System showed Fire inspection was not completed. Fire Authority never received application. E-mailed them the application. Still pending. Scheduled for April when de-winterized.
565 Weirich	Short Term Rental	Working on cleaning up old STR holds. System showed Fire inspection was not completed. Fire Authority never received application. No application in the system but payment received. Owner re-submitted application. Sent to Fire Department for inspection. Failed inspection. Sent reinspection invoice.
133 Butler St	Short Term Rental	STR application, renewing unit B. Application initially incomplete. Owner advised unit A is no longer an STR. Talked with agent and advised of required information in applications to process. Complete application received and sent to Fire Authority for inspection. Still pending.
865 Holland St	Addition to Duplex	HDC application received for an addition to duplex. Two family dwellings are not a permitted or special land use in the CR district. Structures with nonconforming uses cannot be enlarged or extended. Advised applicant. Answered applicant questions. Applicant submitted a use variance request. ZBA denied the variance request. Applicant will be pursuing HDC approval of siding, new windows and roof but removed the addition request. Will be heard at May HDC meeting.

## Planning and Zoning Casework Continued

Vine Street Cottages	Land Division	Lot split application received. Application was deemed incomplete. Continued reviewing in coordination with legal. Applicant was advised and provided further information to review. After review, further information was still needed and requested from applicant. Further information was provided and under review by legal.
890 Simonson	New Home	HDC and zoning permit application received for a new home. HDC approved. Engineering reviewed plans. Applicant addressed engineering feedback and updated plans accordingly. Updated plan reviewed. Cut sheets for materials reviewed. Zoning permit and HDC permit issued. Advised applicant approvals do not allow hardscape (stairs, rock boulders) right of way encroachments along Simonson as he desires.
201 Butler	New ATM	Request for a Huntington ATM outside drug store. Historic District application received. Scheduled for May meeting due to lack of quorum.
320 Mason	Short Term Rental	New agent checked on status of certificates. Previously a bed and breakfast. Accessory structure also on the property. Reviewed history and gathered further information from new agent. Reviewed with legal and consultant. STR options sent to applicant.
449 Water St	Enforcement	Complaint that a large outdoor fireplace was not indicated on approved site plan. Reviewed site plan. No outdoor fireplace shown or mentioned. Reviewed consent judgement. Reviewed zoning regulations for site plans. Reviewed with legal. Sent owner an e-mail requesting amended site plan to review. Owner consulted with her attorney. City Attorney conversed with owner's attorney. Amended site plan application received and reviewed. Requested further information from applicant.

## Planning and Zoning Casework Continued

615 Park St	Structural Improvements	Zoning permit application received for exterior wall, deck and foundation work. Some units will also receive interior re-builds due to water damage. Reviewed with legal and consultant. Advised applicants of issues related to substantial improvements in a floodplain, zoning, and current moratorium. Discussed further with applicant. Evaluating floodplain issues further with EGLE.
275 North	Land Division	Land division/lot line adjustment application received. No zoning concerns. Need neighbor to sign off on application due to boundary adjustment and copy of neighbor's tax certification. Requested applicant gather these items. Still awaiting these items.
994 Holland St	New Shed	Zoning permit app received for new shed. Need supporting detail to support lot coverage and FAR. Requested info from applicant, provided definitions and also advised patio may not be within 3 ft of property line. Met with applicant to answer questions.
245 Spear	Rented ADU	Special land use application for a rented accessory dwelling unit. Further documents received from applicant. Scheduled for April Planning Commission meeting.
127 Hoffman	Inquiry and HDC Application	Historic District application received to add a board to the structure to attach the awning too. Historic District permit issued. Owner submitted a request for a 5 minute parking spot outside the business. Scheduled for Council decision on April 24.
412 Mason	Short Term Rental	STR application. Renewing. Sent to Fire Department for inspection. Still pending inspection.
138 West	Short Term Rental	STR application. Previous STR unit closed 5/9/22. New owner applying. Sent to Fire Department for inspection. Still pending inspection.
651 Holland	Short Term Rental	STR application. Previous STR unit closed 8/20/21. New owner applying. Sent to Fire Department for inspection. Still pending inspection.

## Planning and Zoning Casework Continued

842 Lake #5	Short Term Rental	STR application. New STR. Sent to Fire Department for inspection. Still pending inspection.
841 Holland	Short Term Rental	STR application. New STR. Sent to Fire Department for inspection. Still pending inspection.
647 Butler	Short Term Rental	STR application. New STR. Sent to Fire Department for inspection. Scheduled for 6/2 due to ongoing renovations.
143 West	Short Term Rental	STR application. New STR. Copy of Property transfer affidavit provided. Sent to Fire Department for inspection. Still pending inspection.
727 Butler	Short Term Rental	STR application. New STR. Sent to Fire Department for inspection.
129 Griffith #12	Short Term Rental	STR application. Previous STR under new ownership. Applicant did not provide contact information of a local representative within 45 miles of the City. Requested update of application. Applicant has still not provided requested information.
339 Lucy	Short Term Rental	STR application. New STR. Single family home with two accessory structures. They wish to rent single family home and two accessory structures. Accessory structures don't meet dwelling requirements and accessory structures cannot be inhabited unless an ADU. Advised applicant only main home could be used for rental purposes. Applicant would like to proceed with just renting main house at this time. Sent to Fire Department for inspection. Still pending inspection.
612 Holland	Short Term Rental	STR application. Renewing. Sent to Fire Department for inspection. Still pending inspection.
402 Elizabeth St	Short Term Rental	STR application. New STR. Sent to Fire Department for inspection. Still pending inspection.
143 Van Dalson	Short Term Rental	STR application. Previous STR. Re-applying after previous fire. Sent to Fire Department for inspection. Failed inspection. Sent reinspection invoice.

## Planning and Zoning Casework Continued

128C Elizabeth (#12)	Short Term Rental	STR application. Previous STR re-applying. Sent to Fire Department for inspection. Still pending inspection.
828 Park	Short Term Rental	STR application. New STR. Did not provide contact within 45 miles. Requested update to the application. Applicant provided agent info. Sent to Fire Department for inspection. Still pending inspection.
703 Pleasant	Short Term Rental	STR application to rent ADU. Previous STR several years ago. Requested further info from applicant on how they would like to rent ADU and advised of zoning ordinance requirements to rent ADU. Owner advised they wish to rent just the ADU and not the main home. Advised SLU approval required. Applicant applied for SLU approval. Will be heard at May Planning Commission meeting.
349 St. Joseph	Short Term Rental	STR application. New STR. Sent to Fire Department for inspection. Still pending inspection.
842 Lake #4	Short Term Rental	STR application. Previous STR unit. Sent to Fire Department for inspection. Still pending inspection
237 Francis Apt B	Short Term Rental	STR application. New STR. Sent to Fire Department for inspection. Still pending inspection. Still pending inspection.
237 Francis Apt D	Short Term Rental	STR application. New STR. Sent to Fire Department for inspection. Still pending inspection.
128 Van Dalson	Short Term Rental	STR application. New STR. Sent to Fire Department for inspection. Still pending inspection. Also talked with contractor related to issues locating water service line for repairs.
242 Park St	Short Term Rental	STR application. New STR for ADU above garage. Requested further info from applicant on how they would like to rent ADU and advised of zoning ordinance requirements to rent ADU. Owner advised they wish to rent just the ADU and not the main home. Advised SLU approval required. Sent requirements, application, application deadline and fees. Applicant now wishes to rent both home and ADU under a single contract and will be revising their application.

## Planning and Zoning Casework Continued

842 Lake St #11	Short Term Rental	STR application. Renewing. Sent to Fire Department for inspection. Still pending inspection.
141 North	Short Term Rental	STR application. Previous STR. New owner. Sent to Fire Department for inspection. Still pending inspection.
149 Griffith	Historic District Application	Historic District application for various work. Replacing siding, decks, fencing, windows, and doors. Repair and modify existing roof. Remove existing chimney, basement hatch, walk-in cooler, steps, shrubs and ivy. Add new deck and steps. Some work will also require separate zoning permit. Received additional requested items. Scheduled for May HDC meeting.
560 Mill	Encroachments/Fence	Written request to extend fence onto City property. Also received a complaint of hardscape in right of way and lack of parking along Simonson Dr. Reviewed history. Sent to legal for review as no prior formal approval for landscaping or hardscaping on city property and fencing can't be placed in right of way per zoning ordinance. Discussed with City Manager, City Attorney, City Engineer and insurance carrier. Homeowner asked to remove hardscape items from right of way.
222 Butler	Sign Application	Sign permit application. Plans showed three attached signs, but only two allowed per frontage. Asked for revised plan and further detail. Revised plan was still not compliant with sign area. Another revised plan received and under review.
311 Water St	Sidewalk Seating	Sidewalk seating application. Sent to Council for consideration of approving a revocable license agreement.
118 Hoffman	Sidewalk Seating	Sidewalk seating application. Sent to Council for consideration of approving a revocable license agreement.



## Planning and Zoning Casework Continued

455 Culver	Minor Waterfront Construction	EGLE permit issued for dock extension and boat cradle lift. This would make dock 52'. Advised owner and agent that waterfront construction permit will be needed from city as well. Provided application. Applicant no longer desires to extend dock but wishes to add cradle boat lift. Received minor waterfront construction application to install a cradle boat lift. Under review.
306 Butler	Sign Application	Sign application for a mural attached sign. Needed building frontage and other area of other signs to make a decision. Requested info from applicant. Under review.
660 Lake St	Historic District Application	Historic District application to replace windows, remove awnings and replace front door. Brick will be painted black. Need fee paid to be heard at May HDC meeting.
860 Mill	Enforcement	Complaint of hardscaping in the right of way along Simonson Dr and parking issues in area. Observed site. Found stone wall in the City right of way. Work occurred sometime after 2019. Was not permitted or licensed. Sent owner e-mail requesting hardscaping to be removed.
439 Butler St	Sign Application	Sign permit application. Under review.
405 Park	Inquiry	Questions about adding decks. Discussed property history and current use. Further research needed to answer questions.
890 Simonson	Inquiry	Question about whether the lot is conforming. Provided zoning ordinance information.
1044 Holland	Inquiry	Questions about AC and mechanical equipment encroachments into setback areas. Provided resources.
Unknown	Inquiry	Questions about dock installation and permit requirements. Returned voicemail answering questions.
64 Lakeview	Inquiry	Concerns about quality of construction of new seawall. EGLE permitted the work. Provided link to view documents. Provided EGLE contact information to follow-up on concerns.
242 Butler	Inquiry	Questions about sign regulations. Provided resources and application.

## Planning and Zoning Casework Continued

336 Lucy	Inquiry	Questions about adding a shed and regulations. Answered questions.
128 Hoffman	Expanded Outdoor Dining	Expanded Outdoor Dining Area application received for April through October. Same as previous year. EODA license issued.
120 Elizabeth #3	Inquiry	Rental agent requested copy of STR certificate. Provided a copy.
419 Lake	Inquiry	Owner inquired about status and requested a copy of the STR certificate. Provided a copy.
220 Water St	Enforcement/Zoning Permit	Crushed concrete placed on city property at street end. DPW reports concrete is from removal of a patio. Viewed with City Manager. Appeared to be patio replacement. No zoning permit issued. Owner contacted. Zoning permit app received. Zoning permit issued.
336 Hoffman	Enforcement	Complaint that real estate sign is larger than allowed. Sign area is slightly more than 6 square feet. Realtor removed portion to be compliant.
510 Maple	Enforcement	Complaint of trash containers being left out after pickup and not stored in proper location. Sent letter to homeowner advising of ordinance requirements.
N/A	Inquiry	Interested in purchasing 731 Pleasant. Had questions about whether there is a moratorium in place, current regulations and potential changes. Answered questions. Also advised property has not previously had a STR certificate.
428 Butler	Historic District Application	Historic District permit application to refresh the historic signage identifying the Maplewood Hotel. HDC Chair agreed to admin approval. Permit issued.
594 Campbell	Garage Addition	Zoning permit application for a garage addition. Reviewed. Paid. Zoning permit issued.
350 Mason St	New Bed and Breakfast	Applicant updated plans to meeting zoning requirements. Zoning permit issued. Applicant sought variances from the ZBA to have a different parking layout and screening. ZBA denied variances.
1039 N Maple	Inquiry	Roof replacement. No structural changes. Not in historic district. Advised zoning permit is not needed. Referred to MTS for any other permits.

## Planning and Zoning Casework Continued

181 Park St	New Garage	Zoning permit received for new garage. Received variance from ZBA for lot coverage. Front setback is not met. Discussed with applicant and owner the need for a survey and verification of actual right of way and easements. Applicant advised locations were confirmed and they desire to seek a setback variance. ZBA application received. ZBA granted variance.
333 Culver St	Deck Replacement	Zoning permit application for a deck replacement. HDC previously approved. Lot coverage is nonconforming. Applicant revised application and received zoning permit to replace decks under the roofs. Applicant submitted ZBA application for a variance for the east and west decks. ZBA granted variance.
1050 and 1052 Elizabeth St	Short Term Rental	Working on cleaning up old STR holds. System showed Fire inspection was not completed. New owner in 2020. Sent letter to complete app or advise if no longer used as a short term rental. Applications received for both 1050 and 1052 Elizabeth. Worked with legal on identified non-conformity. Units are eligible to be rented separately. Sent to Fire Authority for inspection. Applicant initially advised units are being renovated and not ready for inspection. Applicant then advised one unit is ready for inspection. 1050 passed inspection. STR certificate issued.
648 Pleasant	Short Term Rental	STR application. Previous STR, owner wishes to STR again. Sent to Fire Department for inspection. Passed inspection. STR certificate issued.
115 Butler St	Short Term Rental	STR app, renewing. App incomplete. Sent email. Second e-mail sent on 2-3-23. Sent letter. Talked to agent in person advising of required info. Updated app received and will be sent to Fire Department. Sent to Fire Department for inspection. Passed inspection. STR certificate issued.

## Planning and Zoning Casework Continued

149 Griffith	Short Term Rental	STR application. Existing STR, new owner. New owner advised sale closed but not changed in system yet. Asked for proof of ownership. Property transfer affidavit provided. Sent to Fire Department for inspection. Passed inspection. STR certificate issued.
186 S. Maple	Short Term Rental	STR application. STR application. Existing STR, new owner. New owner advised sale closed but not changed in system yet. Asked for proof of ownership. Fee also needs to be paid. Property transfer affidavit provided. Fee still needed. Fee paid. Sent to Fire Department for inspection. Passed inspection. STR certificate issued.
640/650 Water St	Inquiry	Met with the property owners to tour the site, discussed the waterfront development moratorium and answered their questions.
790 Lake	Inquiry	Questions about permits for retention pond expansion. Provided resources.
N/A	Inquiry	Questions about STR registration process. Answered questions related to STR Task Force.
133 Butler	Inquiry	Question about obtaining a sign permit. Provided resources.
842 Lake	Inquiry	Questions about STR registration process. Answered questions. Also advised of STR Task Force.



## Department of Public Works

Below is a summary of notable activities carried out by the Department of Public Works since the last council meeting on 04/10/2023:

### **DPW/KLSWA Water Turn-Ons:**

Temperatures are consistently above freezing at night, so water has been turned on in City parks. This allows staff to begin maintenance on irrigation systems and restrooms. The restrooms at Mt. Baldhead and Wicks Park are now open to the public. Oval Beach restrooms and the concession building are a priority for the week of April 24<sup>th</sup>.

### **Public Works Staffing:**

Full-Time Equipment Operator/Maintenance Worker Mike Wendt has submitted his resignation. Mike started a side business called Wendt's Fence and is ready to grow the business full-time. Mike has been an incredible employee of the DPW for 6 years and will be difficult to replace. This news comes as no surprise as he has been very respectful and open about his ambitions. Thank you to Mike for his years of service and we wish him the best moving forward.

### **Seasonal Staffing:**

Both DPW and Oval Beach are positioned well for the upcoming summer season. We have 4/4 Seasonal Maintenance Worker positions filled at DPW and Oval Beach has a crew of 25 plus the Manager.

### **Oval Beach:**

- The erosion control fencing was uninstalled last week. With the fencing out of the way staff can begin cleaning the sand off the parking lot and depositing it back on the main beach so it can be leveled off by a bulldozer.
- Oval Beach Manager Ellis Mack and Deputy Clerk/DPW Administrative Assistant Sara Williams completed a Serve Safe Management Food Safety course which is required to open the concession stand.
- Orientation and CPR/AED training for all Oval Beach staff will be held on May 6<sup>th</sup> and May 13<sup>th</sup>.

### **Streets:**

- The City Engineer and Public Works Superintendent met to mark the limits of proposed mill and overlay work. With the limits being marked, F&V will be able to get cost estimates before a recommendation is brought to council for approval/denial.
- Speed Radar signs were installed last week (Park, Holland, Lake, Campbell, and Allegan Streets).
- Limestone riprap was installed at the Maple and Mason Street intersection.
- With asphalt plants open again, DPW staff has performed several rounds of pothole patching city-wide.

### **Meetings:**

- **04/11/2023** – DPW Weekly Goals Meeting
- **04/11/2023** – City Hall Exterior – Met with Lead Paint Abatement Contractor
- **04/14/2023** – DPW Weekly Goals Follow Up Meeting
- **04/14/2023** – City Hall Team Meeting
- **04/17/2023** – DPW Weekly Goals Meeting
- **04/21/2023** – DPW Weekly Goals Follow Up Meeting

**City of Saugatuck  
Status Report of Engineering Activities  
April 19, 2023**

General Consultation

- Olde Mill Apartments Water Service: This work could be combined with other work on Maple Street or the Drinking Water State Revolving Fund project.
- City Hall Exterior Renovations: Pre-construction activities are underway. Work is anticipated to begin once the weather is conducive.
- Spark Grant: There are two rounds of funding in 2023, \$25M each. It will be a competitive program, but if the City has a park-type project (or projects, up to 3 can be submitted), we can assist with conceptual design/planning work and submitting the application. Based on the ratio of funded projects to applications received in round one, this may not be worth pursuing.
- Mason Street and Oval Beach Drainage Improvements: Met with the DPW to review spillway locations. The areas are prepped and Scott is getting quotes for the asphalt work.
- Asphalt Repair Project: Met with the DPW to mark out repair limits. Preparing bid documents to solicit pricing for the project to be complete by the 4<sup>th</sup> of July.
- System-wide Crack Sealing: Anticipate assembling a bid package spring/summer for fall construction.
- System-wide Pavement Markings: We are finalizing bid documents. The work is anticipated to take place in the fall and be coordinated with other road work.

Blue Star Highway Bridge Navigation Lighting

- Only one bid was received. Considering a more formal bidding process broadcast to a wider group of potential bidders.

EGLE Drinking Water State Revolving Fund

- The draft Project Plan is in process. We anticipate completing the draft plan in late April or early May to be on public display for 15 days prior to a public hearing at the May 22 council meeting.
- The final project priority list is anticipated to come out in the fall. If the project is funded, design would begin in late 2023 or early 2024 for construction to begin in late 2024 or early 2025.

2023 Street Improvements (West, East, Takken, Taylor and N. Maple)

- Reconstruction of the north end of Maple Street (lift station to North Street) was added to obtain pricing.
- Soil boring work is complete and preliminary design is underway.
- Design and permitting is anticipated to be completed in spring for bidding in late spring or early summer and construction in fall 2023 (after Labor Day to mid-November).

Mt. Baldhead Conceptual Planning

- Attended a Parks & Public Works Committee meeting to kick off dialogue. We are working on a plan for a public workshop to begin soliciting community input. That is anticipated to occur in late April or May.

### Mt. Baldhead AT&T Project Assistance

- Providing design support to the AT&T team as needed for the restroom building. The current design direction is the twin pod concept with aesthetics similar to the museum building.
- Completed conceptual renderings of the building, using the museum building as the basis for design of the exterior aesthetics.
- Based on conversations to date, we anticipate that we will be providing design assistance for the restroom building and take the lead in obtaining the EGLE/USACoE Critical Dunes permitting for the overall project.

### Airport and Landfill Property Environmental

- Collecting background data from various sources, including the City records.
- Field work will be scheduled soon.

Vendor Name	Description	Amount
1. ALLEGAN COUNTY SHERIFF	SHERIFF CONTRACT	31,019.60
2. ALLEGAN COUNTY TREASURER	PROPERTY TAXES	2.94
3. BS&A SOFTWARE	SOFTWARE UPDATES & ANNUAL SUPPORT	1,125.00
4. CHIPS GROUNDCOVER LLC	TOP SOIL	674.33
5. COMCAST	TELEPHONES & INTERNET	193.40
6. COMMERCIAL RECORD	PUBLISHING	392.00
7. DETROIT SALT COMPANY	ROAD BULK SALT	6,774.59
8. DUNESVIEW KWIK SHOP INC	GASOLINE & DIESEL	2,140.43
9. FAHEY SCHULTZ BURZYCH RHODES	LEGAL FEES	4,765.50
	LEGAL FEES ZONING	8,157.50
	LEGAL FEES CLERK	296.00
	LEGAL FEES COUNCIL	5,114.00
	LEGAL FEES CLERK	154.00
	LEGAL FEES MANAGER	1,192.00
	LEGAL FEES ELECTRICAL LAWSUIT	56.00
	LEGAL FEES PLANNING LAWSUIT	4,965.21
	LEGAL FEES KLSWA	916.00
	LEGAL FEES LAWSUIT	84,512.34
	TOTAL	110,128.55
10. FLEIS & VANDENBRINK ENGINEERING INC	ENGINEERING FEES	9,174.64
	ENGINEERING FEES ROADS	14,736.66
	MT BALDHEAD	1,529.00
	TOTAL	25,440.30
11. GLASS ENTERPRISE AUTO GLASS INC	TRUCK WINDOW REPAIR	216.80
12. HOLLAND P.T.	REPAIRS	164.35
13. HORIZON COMMUNITY PLANNER	PLANNING & HISTORIC DISTRICT	1,250.00
14. INTERURBAN TRANSIT AUTHORITY	PROPERTY TAXES	3,022.07
15. JOHN DEERE FINANCIAL	PARTS	42.90
16. K&R TRUCK SALES INC	WIND SHIELD	939.75
17. KALAMAZOO LAKE SEWER & WATER	WATER & SEWER	2,624.29
18. KEPPEL'S LOCK & SAFE CO.	DPW BUILDING	115.00
19. MACATAWA BANK	ROAD BOND PAYMENT	18,619.25
20. MC NALLY ELEVATOR COMPANY INC	ELEVATOR CITY HALL	575.00
21. MERCHANTS BANCARD NETWORK	CREDIT CARD FEES	283.39
22. NET2PHONE INC	TELEPHONES	209.25
23. RICOH USA INC	COPIER LEASE	127.97
24. RIETH-RILEY CONSTRUCTION CO.		26



Vendor Name	Description	Amount
25. SAUGATUCK DOUGLAS LIBRARY	ASPHALT	241.50
26. SAUGATUCK FIRE	PROPERTY TAXES	1.22
	INSPECTIONS	1,450.00
	PROPERTY TAXES	13,297.51
	TOTAL	14,747.51
27. SAUGATUCK PUBLIC SCHOOLS	PROPERTY TAXES	18.22
28. SISTERS IN INK	CITY HALL SIGNS	102.24
29. WONDERLAND TIRE COMPANY	TIRE	367.99
TOTAL - ALL VENDORS		221,559.84
<b>FUND TOTALS:</b>		
Fund 101 - GENERAL FUND		155,926.94
Fund 202 - MAJOR STREETS		6,164.75
Fund 203 - LOCAL STREETS		19,348.67
Fund 301 - DEBT SERVICE		18,619.25
Fund 661 - MOTOR POOL FUND		5,083.67
Fund 701 - CURRENT TAX FUND		16,341.96
Fund 715 - ROSE GARDEN		74.60



## City Council Agenda Item Report

**FROM:** Ryan Heise

**MEETING DATE:** 4/24/2023

**SUBJECT:** Preliminary Budget

**DESCRIPTION:**

Recommendation to conduct a special meeting to review the proposed '23/'24 budget in detail. We are providing this preliminary budget to adhere to the guidelines set within the City Charter.

Charter guidelines:

The city manager shall make his/her budgetary recommendations and submit them to the city council at its meeting nearest to the third Monday in April of each year.

The council shall, not later than June 30 of each year, adopt by resolution a budget for the ensuing fiscal year and make appropriations, thereof. After consideration of probable other revenues, the council shall determine and declare the amount of money necessary to be raised by property taxation, which amount shall not be greater than otherwise limited in this charter or by general law.

Before its final adoption, a public hearing on the budget proposal shall be held as provided by law. Notice of the time and place of holding such hearings shall be published by the clerk in a newspaper having general circulation in the city at least a week in advance thereof. A copy of the proposed budget shall be on file and available to the public during office hours at the office of the clerk for a period of not less than one (1) week prior to such public hearing.

**BUDGET ACTION REQUIRED:**

NA

**COMMITTEE/COMMISSION REVIEW:**

NA

**LEGAL REVIEW:**

NA

**SAMPLE MOTION:**

NA... discussion on scheduling a special meeting to review the budget in detail.

04/17/2023 BUDGET REPORT FOR CITY OF SAUGATUCK						
Calculations as of 04/30/2023						
		2019-20	2020-21	2021-22	2022-23	2023-24
GL NUMBER	DESCRIPTION	ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	REQUESTED
					THRU 04/30/23	BUDGET
<b>ESTIMATED REVENUES</b>						
Dept 000						
101-000-402.000	REAL PROPERTY TAXES	1,844,202	1,891,534	1,954,012	2,029,415	2,230,000
101-000-403.000	PERSONAL PROPERTY TAXES	20,584	28,409	27,918	30,653	30,000
101-000-445.000	PENALTIES & INTEREST	8,890	13,278	14,174	9,660	10,000
101-000-447.000	ADMINISTRATION FEE	81,881	85,539	91,533	98,986	100,000
101-000-478.000	PERMIT FEES	21,612	42,136	77,778	56,144	28,100
101-000-528.000	OTHER FEDERAL GRANTS		2,714	97,476		
101-000-574.000	REVENUE SHARING	88,560	100,995	106,477	55,170	90,000
101-000-577.000	LIQUOR LICENSE FEES	12,014	12,031	11,720	11,612	11,700
101-000-579.000	GRANTS RECEIVED	127,149				
101-000-607.000	FRANCHISE FEES	42,677	43,003	46,127	23,974	39,000
101-000-614.000	SCHOOL TAX COLLECTION FEE	3,212	3,204	3,201	3,218	3,200
101-000-615.000	PARKING LOT FEES	11,037	19,857	26,128	14,201	27,000
101-000-643.000	CHARGES FOR SERVICE			23,712		
101-000-650.000	CHAIN FERRY FEES			9,645	3,675	3,675
101-000-651.000	OVAL BEACH FEES	628,319	643,941	578,694	345,478	500,000
101-000-652.000	OVAL CONCESSION	107,881	58,539	91,669	66,426	85,000
101-000-653.000	BOAT RAMP FEES	1,247	40	1,372	1,766	1,400
101-000-654.000	GAZEBO FEES	1,000	3,500	5,500	1,000	1,500
101-000-655.000	POLICE & ORDINANCE FEES	7,184	3,566	2,758	1,528	1,500
101-000-665.000	INTEREST EARNED	71,083	7,607	9,555	89,120	70,000
101-000-667.000	STREET END & PROPERTY FEES	35,141	37,712	38,409	1,603	40,000
101-000-670.000	BOAT SLIP FEES	17,156	20,432	28,267	27,904	28,000
101-000-674.000	MISC DONATIONS & INCOME	32,932	67,962	41,872	26,898	1,000
101-000-682.000	USE TAX & ELECTION FEES	23,280	17,055	16,973	11,292	16,000
101-000-697.000	TRANSFER FROM FUND BALANCE					165,000
Totals for dept 000 -		3,187,041	3,103,054	3,304,970	2,910,039	3,482,075
TOTAL ESTIMATED REVENUES		3,187,041	3,103,054	3,304,970	2,910,039	3,482,075
<b>Non Restricted</b>	<b>Fund Balance</b>	<b>\$ 4,615,006</b>		<b>Spear St Boat Launch</b>	<b>\$ 26,942</b>	
<b>Parks</b>	<b>Fund Balance</b>	<b>\$ 1,000,000</b>		<b>Rose Garden</b>	<b>\$ 119,185</b>	as of June 30, 2022

04/17/2023 BUDGET REPORT FOR CITY OF SAUGATUCK						
Calculations as of 04/30/2023						
		2019-20	2020-21	2021-22	2022-23	2023-24
GL NUMBER	DESCRIPTION	ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	REQUESTED
					THRU 04/30/23	BUDGET
<b>APPROPRIATIONS</b>						
<b>Dept 101 - COUNCIL</b>						
101-101-702.000	SALARY	7,600	9,150	7,300	5,963	8,600
101-101-720.000	FRINGE BENEFITS	999	725	583	481	800
101-101-801.000	CONTRACTUAL SERVICES	2,005	14,744	989		2,100
101-101-803.000	LEGAL FEES	29,996	21,845	249,930	289,652	250,000
101-101-831.000	CEMETERY FEES		5,834	6,067	6,431	6,800
101-101-860.000	EDUCATIONAL TRAINING	2,308	4,199	4,686	5,087	5,000
101-101-882.000 * *	EVENTS/SERVICES	5,471	1,835	20,682	6,168	12,200
101-101-900.000	PRINTING & PUBLISHING		580	234	40	600
101-101-908.000	DUES & PUBLICATIONS	946	994	1,113	1,124	1,200
101-101-913.000	INSURANCE	2,500	2,000	2,500	2,575	2,700
Totals for dept 101 - COUNCIL		51,825	61,906	294,084	317,521	290,000
<b>* NOTES TO BUDGET: DEPARTMENT 101 COUNCIL</b>						
882.000	EVENTS/SERVICES					5,000
	FIREWORKS					1,000
	4TH JULY INTERURBAN					4,000
	FIREWORKS TOILETS					1,500
	GARDEN CLUB					200
	ART CLUB					500
	SWAG					
	ACCOUNT '882.000' TOTAL					12,200
	DEPT '101' TOTAL					12,200

04/17/2023 BUDGET REPORT FOR CITY OF SAUGATUCK						
Calculations as of 04/30/2023						
		2019-20	2020-21	2021-22	2022-23	2023-24
		ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION				THRU 04/30/23	BUDGET
Dept 173 - CITY ADMINISTRATION						
101-173-702.000	SALARY/WAGES	107,691	125,686	130,994	102,377	120,000
101-173-720.000	FRINGE BENEFITS	41,657	40,581	59,999	35,972	50,000
101-173-727.000	OFFICE SUPPLIES	1,042	1,274	1,556	1,303	1,600
101-173-801.000 * *	CONTRACTUAL SERVICES	16,507	57,437	21,917	18,367	33,000
101-173-802.000	AUDIT	9,850	9,950	10,125	10,300	11,000
101-173-803.000	LEGAL FEES	19,999	24,696	81,106	14,609	75,000
101-173-850.000	TELEPHONES	1,744	1,876	1,804	1,287	2,200
101-173-860.000	EDUCATIONAL TRAINING	15	46	743	487	3,000
101-173-900.000	PRINTING & PUBLISHING	46	172			200
101-173-910.000	INSURANCE	2,100	2,000	2,200	2,275	2,350
101-173-970.000	CAPITAL OUTLAY	1,500	2,635			2,000
Totals for dept 173 - CITY ADMINISTRATION		202,151	266,353	310,444	186,977	300,350
* NOTES TO BUDGET: DEPARTMENT 173 CITY ADMINISTRATION						
801.000	CONTRACTUAL SERVICES					6,000
	MML WAGE STUDY					27,000
	IT & COPIER					
	ACCOUNT '801.000' TOTAL					33,000
	DEPT '173' TOTAL					33,000

04/17/2023 BUDGET REPORT FOR CITY OF SAUGATUCK						
Calculations as of 04/30/2023						
		2019-20	2020-21	2021-22	2022-23	2023-24
		ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION				THRU 04/30/23	BUDGET
Dept 215 - CITY CLERK						
101-215-702.000	SALARY/WAGES	76,563	43,753	81,977	79,543	124,200
101-215-720.000	FRINGE BENEFITS	48,999	25,135	35,500	33,435	46,000
101-215-727.000	OFFICE SUPPLIES	1,041	1,384	1,400	1,627	2,000
101-215-801.000	CONTRACTUAL SERVICES	235	1,242	1,648	2,150	2,600
101-215-803.000	LEGAL FEES	642	1,993	4,283	1,424	5,500
101-215-820.000	ELECTIONS	5,299	8,749	4,240	6,787	30,000
101-215-850.000	TELEPHONES	451	572	674	738	800
101-215-860.000	EDUCATIONAL TRAINING	477	2,431	1,365	876	3,000
101-215-900.000	PRINTING & PUBLISHING	20	402	466	37	500
101-215-970.000	CAPITAL OUTLAY		3,537	637	275	2,000
Totals for dept 215 - CITY CLERK		133,727	89,198	132,190	126,892	216,600
Dept 253 - CITY TREASURER						
101-253-702.000	SALARY/WAGES	70,837	74,720	78,370	64,541	90,000
101-253-720.000	FRINGE BENEFITS	40,998	30,563	34,999	28,094	36,500
101-253-727.000	OFFICE SUPPLIES	2,457	2,485	2,694	1,554	2,600
101-253-801.000	CONTRACTUAL SERVICES	3,821	3,994	6,396	4,321	5,700
101-253-803.000	LEGAL FEES		118		312	1,000
101-253-850.000	TELEPHONE	447	567	670	458	775
101-253-860.000	EDUCATIONAL TRAINING	1,488	1,414	1,563	837	2,500
101-253-900.000	PRINTING & PUBLISHING	56	264	349		500
101-253-913.000	INSURANCE	1,000	800	1,000	1,025	1,100
101-253-970.000	CAPITAL OUTLAY	1,000		150		1,500
Totals for dept 253 - CITY TREASURER		122,104	114,925	126,191	101,142	142,175

04/17/2023 BUDGET REPORT FOR CITY OF SAUGATUCK						
Calculations as of 04/30/2023						
		2019-20	2020-21	2021-22	2022-23	2023-24
		ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION				THRU 04/30/23	BUDGET
Dept 257 - ASSESSING						
101-257-702.000	SALARY	1,200	1,000	900	950	1,350
101-257-720.000	FRINGE BENEFITS	92	77	69	73	125
101-257-727.000	OFFICE SUPPLIES	1,193	481	617	1,199	1,300
101-257-801.000	CONTRACTUAL SERVICES	32,322	34,119	30,638	27,348	37,800
101-257-804.000	BOARD OF REVIEW	282	242	207	205	300
101-257-807.000	TRIBUNAL CHARGEBACKS	270	17,267	1,624	36	1,500
101-257-850.000	TELEPHONES	451	547	668	458	725
101-257-860.000	EDUCATIONAL TRAINING	246	594			1,500
101-257-900.000	PRINTING & PUBLISHING	126	105	615	166	750
101-257-970.000	CAPITAL OUTLAY		235	2,564		1,500
Totals for dept 257 - ASSESSING		36,182	54,667	37,902	30,435	46,850
Dept 265 - CITY HALL						
101-265-702.000	SALARY/WAGES	4,214	8,283	18,045	6,857	10,000
101-265-720.000	FRINGE BENEFITS	7,999	7,267	7,999	3,067	5,000
101-265-730.000	SUPPLIES	630	650	1,150	1,202	1,500
101-265-801.000	CONTRACTUAL SERVICES	2,163	3,947	3,490	2,151	3,500
101-265-850.000	TELEPHONE	680	234	333	231	500
101-265-900.000	PRINTING & PUBLISHING		75			150
101-265-913.000	INSURANCE	1,200	1,000	1,200	1,300	1,400
101-265-920.000	UTILITIES	4,205	4,442	4,783	4,542	5,200
101-265-930.000	REPAIRS & MAINTENANCE	1,095	2,000	1,636	113,651	5,000
101-265-946.000	EQUIPMENT RENTAL	650	683	1,115	820	1,000
101-265-970.000 * *	CAPITAL OUTLAY			16,272	9,345	10,000
Totals for dept 265 - CITY HALL		22,836	28,581	56,023	143,166	43,250
* NOTES TO BUDGET: DEPARTMENT 265 CITY HALL						
970.000	CAPITAL OUTLAY					10,000
	COUNCIL CHAMBERS MICS					10,000
	DEPT '265' TOTAL					10,000



04/17/2023		BUDGET REPORT FOR CITY OF SAUGATUCK				
Calculations as of 04/30/2023						
		2019-20	2020-21	2021-22	2022-23	2023-24
		ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION				THRU 04/30/23	BUDGET
Dept 301 - SHERIFF						
101-301-702.000	WAGES DEPUTIES	308,709	308,709	310,581	237,252	327,000
101-301-702.001	OVERTIME		7,098	457		10,000
101-301-702.002	RESERVE OFFICERS	8,248	8,004	5,134	8,137	11,500
101-301-748.000	FUEL & OILS	8,978	9,944	16,342	4,545	16,000
101-301-803.000	LEGAL FEES	1,140	864	343	2,076	2,500
101-301-882.000	EVENTS/SERVICES	729	170	46		1,000
101-301-946.000	EQUIPMENT RENTAL	35,000	35,000	36,000	12,000	37,500
Totals for dept 301 - SHERIFF		362,804	369,789	368,903	264,010	405,500

04/17/2023 BUDGET REPORT FOR CITY OF SAUGATUCK						
Calculations as of 04/30/2023						
		2019-20	2020-21	2021-22	2022-23	2023-24
		ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION				THRU 04/30/23	BUDGET
<b>Dept 441 - PUBLIC WORKS</b>						
101-441-702.000	SALARY/WAGES	102,796	93,566	107,783	106,474	144,000
101-441-720.000	FRINGE BENEFITS	199,503	136,640	108,999	92,710	120,000
101-441-730.000	SUPPLIES	5,600	4,984	5,715	5,052	6,000
101-441-740.000	UNIFORMS	2,070	2,619	4,319	3,088	3,500
101-441-755.000	TOOLS	1,742	893	3,000	297	3,000
101-441-799.000	PARKWAY TREES	1,337	2,003	1,984	170	3,000
101-441-801.000 * *	CONTRACTUAL SERVICES	77,691	85,999	154,609	76,436	215,000
101-441-805.000	HOLIDAY LIGHTING	22,516	25,346	29,520	27,264	30,000
101-441-860.000	EDUCATIONAL TRAINING	245	2,493	2,084	2,373	3,500
101-441-882.000	EVENTS/SERVICES	175		377		500
101-441-900.000	PRINTING & PUBLISHING	395	156	500	579	500
101-441-913.000	INSURANCE	4,250	4,350	4,500	4,700	4,900
101-441-920.000	UTILITIES	2,414	3,700	2,673	3,085	3,300
101-441-926.000	STREET LIGHTS	24,346	24,559	23,580	21,094	26,750
101-441-930.000	REPAIRS & MAINTENANCE	1,133	1,475		1,008	1,500
101-441-932.000	SIDEWALK REPAIRS	5,332	2,358		10,650	20,000
101-441-945.000 * *	CAPITAL OUTLAY	48,280	10,020		69,722	50,000
101-441-946.000	EQUIPMENT RENTAL	84,322	95,921	104,757	77,370	107,000
101-441-960.000	SIGNS	3,400	1,990	2,574	96	2,200
<b>Totals for dept 441 - PUBLIC WORKS</b>		<b>587,547</b>	<b>499,072</b>	<b>556,974</b>	<b>502,168</b>	<b>744,650</b>
<b>* NOTES TO BUDGET: DEPARTMENT 441 PUBLIC WORKS</b>						
801.000	CONTRACTUAL SERVICES					200,000
	MILFOIL, DEBT CREW, TREE MAINTENANCE, TOILETS, ENGINEERING					15,000
	AIRPORT PROPERTIES PHASES					
	ACCOUNT '801.000' TOTAL					215,000
945.000	CAPITAL OUTLAY					50,000
	VEHICLE BARRIERS					
	DEPT '441' TOTAL					265,000

04/17/2023 BUDGET REPORT FOR CITY OF SAUGATUCK						
Calculations as of 04/30/2023						
		2019-20	2020-21	2021-22	2022-23	2023-24
		ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION				THRU 04/30/23	BUDGET
Dept 721 - PLANNING/ZONING						
101-721-702.000	SALARY/WAGES	38,907	40,323	47,300	41,155	57,000
101-721-720.000	FRINGE BENEFITS	22,356	23,548	26,000	15,625	27,000
101-721-727.000	OFFICE SUPPLIES	1,004	999	1,491	953	1,200
101-721-801.000 * *	CONTRACTUAL SERVICES	3,250	9,684	19,589	38,767	70,000
101-721-803.000	LEGAL FEES	5,804	6,404	81,405	46,740	75,000
101-721-850.000	TELEPHONES	451	537	615	463	675
101-721-860.000	EDUCATIONAL TRAINING	474	960	2,335	2,969	3,200
101-721-900.000	PRINTING & PUBLISHING	1,000	1,299	1,000	1,651	1,500
101-721-908.000	DUES, FEES & PUBLICATIONS		2			500
101-721-913.000	INSURANCE	1,287	1,500	2,000	2,075	2,150
101-721-970.000	CAPITAL OUTLAY		1,287			2,500
Totals for dept 721 - PLANNING/ZONING		74,533	86,543	181,735	150,398	240,725
* NOTES TO BUDGET: DEPARTMENT 721 PLANNING/ZONING						
801.000	CONTRACTUAL SERVICES					30,000
	CODE ENFORCEMENT					40,000
	CONSULTANTS					70,000
	ACCOUNT '801.000' TOTAL					70,000
	DEPT '721' TOTAL					70,000

04/17/2023		BUDGET REPORT FOR CITY OF SAUGATUCK				
Calculations as of 04/30/2023						
		2019-20	2020-21	2021-22	2022-23	2023-24
		ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION				THRU 04/30/23	BUDGET
Dept 723 - HISTORIC DISTRICT COMMISSION						
101-723-702.000	SALARY	26,348	26,538	30,773	27,027	38,000
101-723-720.000	FRINGE BENEFITS	16,000	16,111	18,500	10,393	18,400
101-723-727.000	OFFICE SUPPLIES	1,151	752	1,000	756	1,000
101-723-801.000	CONTRACTUAL SERVICES	307	605		1,476	2,000
101-723-803.000	LEGAL FEES		100			1,500
101-723-850.000	TELEPHONES	440	423	530	462	525
101-723-860.000	EDUCATIONAL TRAINING	145	179		101	1,000
101-723-900.000	PRINTING & PUBLISHING				182	300
101-723-908.000	DUES & PUBLICATIONS					250
Totals for dept 723 - HISTORIC DISTRICT COMMISSION		44,391	44,708	50,803	40,397	62,975

04/17/2023		BUDGET REPORT FOR CITY OF SAUGATUCK				
Calculations as of 04/30/2023						
		2019-20	2020-21	2021-22	2022-23	2023-24
		ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION				THRU 04/30/23	BUDGET
Dept 730 - HARBOR						
101-730-801.000	CONTRACTUAL SERVICES	6,650	5,777	1,870	2,171	10,000
101-730-931.000 * *	WATERWAYS REPAIR					10,000
Totals for dept 730 - HARBOR		6,650	5,777	1,870	2,171	20,000
* NOTES TO BUDGET: DEPARTMENT 730 HARBOR						
931.000	WATERWAYS REPAIR					
	BRIDGE LIGHTS					10,000
	DEPT '730' TOTAL					10,000

04/17/2023		BUDGET REPORT FOR CITY OF SAUGATUCK				
Calculations as of 04/30/2023						
		2019-20	2020-21	2021-22	2022-23	2023-24
		ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION				THRU 04/30/23	BUDGET
Dept 751 - PARKS & RECREATION						
101-751-702.000	SALARY/WAGES	61,023	52,128	71,793	56,842	100,000
101-751-720.000	FRINGE BENEFITS	42,234	23,928	38,869	24,389	32,000
101-751-730.000	SUPPLIES	15,998	16,991	22,674	20,628	22,000
101-751-801.000 * *	CONTRACTAUL SERVICES	12,006	12,494	13,000	8,089	22,000
101-751-809.000	GRANT PROJECTS	71,790				50,000
101-751-819.000	CHAIN FERRY REPAIRS		419			3,000
101-751-900.000	PRINTING & PUBLISHING			187	213	500
101-751-913.000	INSURANCE	2,200	2,000	2,400	2,500	2,575
101-751-920.000	UTILITIES	20,756	23,067	22,750	21,712	25,250
101-751-928.000	TRASH	6,091	6,946	8,250	8,477	9,000
101-751-930.000	REPAIRS & MAINTENANCE	1,727	6,000	21,754	15,721	50,000
101-751-946.000	EQUIPMENT RENTAL	45,500	37,886	44,500	26,706	42,000
101-751-960.000	SIGNS	187	320	236	360	500
101-751-970.000 * *	CAPITAL OUTLAY	1,900		33,600	14,700	300,000
Totals for dept 751 - PARKS & RECREATION		281,412	182,179	280,013	200,337	658,825
* NOTES TO BUDGET: DEPARTMENT 751 PARKS & RECREATION						
801.000	CONTRACTAUL SERVICES					9,500
	ROSE GARDEN					
970.000	CAPITAL OUTLAY					300,000
	MT BALDHEAD UPGRADES & TABLES					
DEPT '751' TOTAL						309,500

04/17/2023 BUDGET REPORT FOR CITY OF SAUGATUCK					
Calculations as of 04/30/2023					
		2019-20	2020-21	2021-22	2022-23
		ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY
GL NUMBER	DESCRIPTION				THRU 04/30/23
					BUDGET
Dept 756 - OVAL BEACH					
101-756-702.000	SALARY/WAGES	78,679	76,222	94,267	75,482
101-756-720.000	FRINGE BENEFITS	41,496	17,311	42,000	19,303
101-756-730.000	SUPPLIES	7,694	9,196	11,018	11,155
101-756-801.000	CONTRACTUAL SERVICES	12,499	10,935	9,846	8,526
101-756-850.000	TELEPHONE	2,496	2,270	1,746	1,199
101-756-860.000	EDUCATIONAL TRAINING	458	492	1,000	
101-756-900.000	PRINTING & PUBLISHING	2,054	3,199	1,782	
101-756-913.000	INSURANCE	3,800	3,000	3,800	4,000
101-756-920.000	UTILITIES	3,377	4,476	7,810	5,323
101-756-930.000	REPAIRS & MAINTENANCE	12,859	3,318	9,300	2,754
101-756-946.000	EQUIPMENT RENTAL	23,391	17,756	18,838	14,679
101-756-960.000	SIGNS	367	428	2,112	
101-756-970.000	CAPITAL OUTLAY				12,666
Totals for dept 756 - OVAL BEACH		189,170	148,603	203,519	155,087
					231,275

04/17/2023 BUDGET REPORT FOR CITY OF SAUGATUCK						
Calculations as of 04/30/2023						
		2019-20	2020-21	2021-22	2022-23	2023-24
		ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION				THRU 04/30/23	BUDGET
Dept 758 - OVAL CONCESSION						
101-758-702.000	SALARY	21,600	16,844	24,842	22,308	30,000
101-758-720.000	FRINGE BENEFITS	3,681	2,989	4,740	2,507	5,000
101-758-730.000	SUPPLIES	34,705	25,604	34,008	21,611	36,000
101-758-801.000	CONTRACTUAL SERVICES	2,386	1,050	2,167	1,043	2,400
101-758-850.000	TELEPHONES	550	78			500
101-758-860.000	EDUCATIONAL TRAINING		469	600	440	500
101-758-920.000	UTILITIES		497	814		750
101-758-930.000	REPAIRS & MAINTENANCE	51	295		144	500
101-758-960.000	SIGNS			261		500
101-758-970.000	CAPITAL OUTLAY			449		1,500
Totals for dept 758 - OVAL CONCESSION		62,973	47,826	67,881	48,053	77,650
Dept 760 - SPEAR BOAT LAUNCH						
101-760-801.000	CONTRACTUAL SERVICES	336	258	646	863	1,000
101-760-900.000	PRINTING & PUBLISHING					250
Totals for dept 760 - SPEAR BOAT LAUNCH		336	258	646	863	1,250
Dept 965 - TRANSFERS						
101-965-998.202	TRANSFER TO MAJOR STREETS		86,500	7,129		
101-965-998.203	TRANSFER TO LOCAL STREETS		30,790			
Totals for dept 965 - TRANSFERS			117,290	7,129		
TOTAL APPROPRIATIONS		2,178,641	2,117,675	2,676,307	2,269,617	3,482,075
NET OF REVENUES/APPROPRIATIONS - FUND 101		1,008,400	985,379	628,663	640,422	



04/17/2023 BUDGET REPORT FOR CITY OF SAUGATUCK						
Calculations as of 04/30/2023						
		2019-20	2020-21	2021-22	2022-23	2023-24
		ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION				THRU 04/30/23	BUDGET
<b>Fund 202 - MAJOR STREETS</b>						
<b>ESTIMATED REVENUES</b>						
Dept 000						
202-000-538.000	COUNTY ROAD MILLAGE	81,623	81,712	83,116	37	88,000
202-000-546.000	ACT 51 FEES	101,569	106,491	112,129	83,867	115,000
202-000-665.000	INTEREST	6,305	268	1,400	12,616	5,000
202-000-699.000	DUE FROM LS & GF		242,100	7,129		
Totals for dept 000 -		189,497	430,571	203,774	96,520	208,000
<b>TOTAL ESTIMATED REVENUES</b>		189,497	430,571	203,774	96,520	208,000
<b>Fund Balance</b>	<b>\$</b>	<b>759,764</b>				
	<b>as of June 30,2022</b>					

04/17/2023		BUDGET REPORT FOR CITY OF SAUGATUCK				
Calculations as of 04/30/2023						
		2019-20	2020-21	2021-22	2022-23	2023-24
		ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION				THRU 04/30/23	BUDGET
<b>APPROPRIATIONS</b>						
Dept 463 - ROUTINE MAINTENANCE						
202-463-702.000	SALARY/WAGES	13,184	14,829	20,781	14,773	20,000
202-463-720.000	FRINGE BENEFITS	9,275	6,390	9,869	7,693	10,250
202-463-727.000	SUPPLIES	825	1,940	1,975	1,436	2,000
202-463-801.000 * *	CONTRACTUAL SERVICES	9,675	41,047	231,886	107,258	104,750
202-463-930.000	REPAIRS & MAINTENANCE	528	447	1,857	2,082	2,500
202-463-946.000	EQUIPMENT RENTAL	10,794	21,417	25,351	14,314	22,000
Totals for dept 463 - ROUTINE MAINTENANCE		44,281	86,070	291,719	147,556	161,500
* NOTES TO BUDGET: DEPARTMENT 463 ROUTINE MAINTENANCE						
801.000	CONTRACTUAL SERVICES					90,000
	MAPLE ST					
	DEPT '463' TOTAL					90,000
Dept 464 - WINTER MAINTENANCE						
202-464-702.000	SALARY/WAGES	7,165	8,746	9,172	9,803	12,000
202-464-720.000	FRINGE BENEFITS	3,973	4,399	5,396	5,090	6,000
202-464-727.000	SUPPLIES	8,355	6,124	12,848	8,173	14,500
202-464-946.000	EQUIPMENTAL RENTAL	6,576	9,558	12,802	10,740	14,000
Totals for dept 464 - WINTER MAINTENANCE		26,069	28,827	40,218	33,806	46,500
<b>TOTAL APPROPRIATIONS</b>		<b>70,350</b>	<b>114,897</b>	<b>331,937</b>	<b>181,362</b>	<b>208,000</b>
<b>NET OF REVENUES/APPROPRIATIONS - FUND 202</b>		<b>119,147</b>	<b>315,674</b>	<b>(128,163)</b>	<b>(84,842)</b>	

04/17/2023 BUDGET REPORT FOR CITY OF SAUGATUCK						
Calculations as of 04/30/2023						
		2019-20	2020-21	2021-22	2022-23	2023-24
		ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION				THRU 04/30/23	BUDGET
Fund 203 - LOCAL STREETS						
ESTIMATED REVENUES						
Dept 000						
203-000-402.000	LOCAL ROAD MILLAGE	306,413	315,486	325,592	338,521	370,000
203-000-445.000	PENALTIES & INT ON TAXES	546	756	472	226	500
203-000-538.000	COUNTY ROAD MILLAGE	81,623	81,712	83,116	38	88,000
203-000-546.000	ACT 51 FEES	62,031	62,386	65,288	48,883	70,000
203-000-665.000	INTEREST	18,468	3,118	2,955	23,252	15,000
203-000-672.000	SPECIAL ASSESSMENTS			5,000		
203-000-699.000	DUE FROM GENERAL FUND		30,790			
Totals for dept 000 -		469,081	494,248	482,423	410,920	543,500
TOTAL ESTIMATED REVENUES		469,081	494,248	482,423	410,920	543,500
<b>Fund Balance</b>		<b>\$ 2,002,592</b>				
		<b>as of June 30, 2022</b>				
APPROPRIATIONS						
Dept 463 - ROUTINE MAINTENANCE						
203-463-702.000	SALARY/WAGES	13,519	12,276	14,849	13,757	17,500
203-463-720.000	FRINGE BENEFITS	6,763	6,280	7,057	6,244	9,000
203-463-727.000	SUPPLIES	946	2,445	1,976	1,377	2,500
203-463-801.000	CONTRACTUAL SERVICES	51,716	199,947	140,240	34,473	452,250
203-463-930.000	REPAIRS & MAINTENANCE	502		328	1,500	1,500
203-463-946.000	EQUIPMENT RENTAL	17,776	14,687	16,717	13,262	19,500
Totals for dept 463 - ROUTINE MAINTENANCE		91,222	235,635	181,167	70,613	502,250
Dept 464 - WINTER MAINTENANCE						
203-464-702.000	SALARY/WAGES	7,973	8,285	9,237	9,075	10,000
203-464-720.000	FRINGE BENEFITS	4,390	4,159	4,502	5,566	7,000
203-464-727.000	SUPPLIES	8,499	5,989	9,252	5,448	10,750
203-464-946.000	EQUIPMENT RENTAL	8,311	9,272	12,163	6,666	13,500
Totals for dept 464 - WINTER MAINTENANCE		29,173	27,705	35,154	26,755	41,250
Dept 965 - TRANSFERS						
203-965-998.202	TRANSFER TO MAJOR STREETS		155,600			
Totals for dept 965 - TRANSFERS			155,600			
TOTAL APPROPRIATIONS		120,395	418,940	216,321	97,368	543,500
NET OF REVENUES/APPROPRIATIONS - FUND 203		348,686	75,308	266,102	313,552	

04/17/2023 BUDGET REPORT FOR CITY OF SAUGATUCK						
Calculations as of 04/30/2023						
		2019-20	2020-21	2021-22	2022-23	2023-24
		ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION				THRU 04/30/23	BUDGET
Fund 301 - DEBT SERVICE						
ESTIMATED REVENUES						
Dept 000						
301-000-402.000	DEBT MILLAGE	227,727	236,199	251,617	267,236	293,900
301-000-445.000	PENALTIES & INT ON TAXES	419	572	364	178	200
301-000-665.000	INTEREST	499	50		347	
301-000-697.000	TRANSFER FROM FUND BALANCE					6,695
Totals for dept 000 -		228,645	236,821	251,981	267,761	300,795
TOTAL ESTIMATED REVENUES		228,645	236,821	251,981	267,761	300,795
APPROPRIATIONS						
Dept 592 - ROAD BOND 2009						
301-592-804.000	AGENT FEE					500
301-592-991.000	DEBT PRINCIPAL	194,000	213,000	225,000	248,000	265,000
301-592-995.000	DEBT INTEREST	47,259	44,914	42,173	20,355	35,295
Totals for dept 592 - ROAD BOND 2009		241,259	257,914	267,173	268,355	300,795
TOTAL APPROPRIATIONS		241,259	257,914	267,173	268,355	300,795
NET OF REVENUES/APPROPRIATIONS - FUND 301		(12,614)	(21,093)	(15,192)	(594)	

04/17/2023		BUDGET REPORT FOR CITY OF SAUGATUCK				
Calculations as of 04/30/2023						
		2019-20	2020-21	2021-22	2022-23	2023-24
		ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION				THRU 04/30/23	BUDGET
Fund 592 - WATER AND SEWER						
ESTIMATED REVENUES						
Dept 000						
592-000-610.000	WATER FEES	6,450	14,310	18,800	19,450	1,000
592-000-611.000	SEWER FEES	2,000	5,500	10,850	2,000	1,000
592-000-665.000	INTEREST	15,468	1,489	306	4,772	3,000
Totals for dept 000 -		23,918	21,299	29,956	26,222	5,000
TOTAL ESTIMATED REVENUES		23,918	21,299	29,956	26,222	5,000
APPROPRIATIONS						
Dept 536 - WATER AND SEWER SYSTEMS						
592-536-801.000	CONTRACTUAL SERVICES	41,566	1,000	92,444		5,000
Totals for dept 536 - WATER AND SEWER SYSTEMS		41,566	1,000	92,444		5,000
TOTAL APPROPRIATIONS		41,566	1,000	92,444		5,000
NET OF REVENUES/APPROPRIATIONS - FUND 592		(17,648)	20,299	(62,488)	26,222	
<b>Fund Balance</b>	<b>\$</b>	<b>488,281</b>				
	as of June 30, 2022					

04/17/2023 BUDGET REPORT FOR CITY OF SAUGATUCK						
Calculations as of 04/30/2023						
		2019-20	2020-21	2021-22	2022-23	2023-24
GL NUMBER	DESCRIPTION	ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	REQUESTED
					THRU 04/30/23	BUDGET
Fund 661 - MOTOR POOL FUND						
ESTIMATED REVENUES						
Dept 000						
661-000-579.000	GRANTS RECEIVED			6,000		
661-000-664.000	MOTOR POOL REVENUE	232,321	242,179	272,242	164,557	240,000
661-000-665.000	INTEREST	6,082	1,780	937	9,101	7,000
661-000-673.000	SALE OF FIXED ASSETS		27,152		88,986	
661-000-697.000	TRANSFER FROM FUND BALANCE					26,000
Totals for dept 000 -		238,403	271,111	279,179	262,644	273,000
TOTAL ESTIMATED REVENUES		238,403	271,111	279,179	262,644	273,000
APPROPRIATIONS						
Dept 443 - MOTOR POOL						
661-443-702.000	SALARY/WAGES	16,825	29,017	26,979	35,877	46,000
661-443-720.000	FRINGE BENEFITS	7,555	10,814	11,081	13,864	18,000
661-443-727.000	SUPPLIES	4,410	7,475	5,668	6,055	
661-443-748.000	FUEL & OILS	15,608	15,395	28,010	33,292	35,000
661-443-750.000	TIRES & BATTERIES	1,899	3,475	1,407	9,683	10,000
661-443-755.000	SMALL TOOLS		806	1,392	1,139	1,250
661-443-801.000	CONTRACTUAL SERVICES	1,230	2,533	2,575	1,562	3,000
661-443-850.000	TELEPHONES	4,496	4,451	5,010	4,580	5,500
661-443-913.000	INSURANCE	12,319	13,704	10,628	10,409	10,000
661-443-920.000	UTILITIES	6,064	6,301	8,143	9,665	9,250
661-443-930.000	REPAIRS & MAINTENANCE	21,057	35,042	38,034	49,617	35,000
661-443-968.000	DEPRECIATION	121,127	133,466	139,224		
661-443-970.000 * *	CAPITAL OUTLAY			961	94,396	100,000
Totals for dept 443 - MOTOR POOL		212,590	262,479	279,112	270,139	273,000
* NOTES TO BUDGET: DEPARTMENT 443 MOTOR POOL						
970.000	CAPITAL OUTLAY					45,000
	NEW GMC TRUCK					35,000
	ASHPALT BOX					12,000
	PLANNER ATTACHMENT					
	ACCOUNT '970.000' TOTAL					92,000
	DEPT '443' TOTAL					92,000
TOTAL APPROPRIATIONS		212,590	262,479	279,112	270,139	273,000
NET OF REVENUES/APPROPRIATIONS - FUND 661		25,813	8,632	67	(7,495)	

04/17/2023		BUDGET REPORT FOR CITY OF SAUGATUCK				
Calculations as of 04/30/2023						
		2019-20	2020-21	2021-22	2022-23	2023-24
		ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION				THRU 04/30/23	BUDGET
ESTIMATED REVENUES - ALL FUNDS		4,312,667	4,535,805	4,522,327	3,947,884	4,807,370
APPROPRIATIONS - ALL FUNDS		2,823,235	3,171,905	3,770,850	3,086,841	4,807,370
NET OF REVENUES/APPROPRIATIONS - ALL FUNDS		1,489,432	1,363,900	751,477	861,043	



## City Council Agenda Item Report

**FROM:** Ryan Heise

**MEETING DATE:** 4/24/2023

**SUBJECT:** Baldhead Restroom Design

**DESCRIPTION:**

Staff presented the conceptual design of the restrooms/facilities for the MT Baldhead AT&T project at a previous meeting. Attached are the most recent renderings of the facility planned for the MT Baldhead parking area.

Engineers and construction managers would appreciate Council approval on the design and proposed location.

**BUDGET ACTION REQUIRED:**

NA

**COMMITTEE/COMMISSION REVIEW:**

NA

**LEGAL REVIEW:**

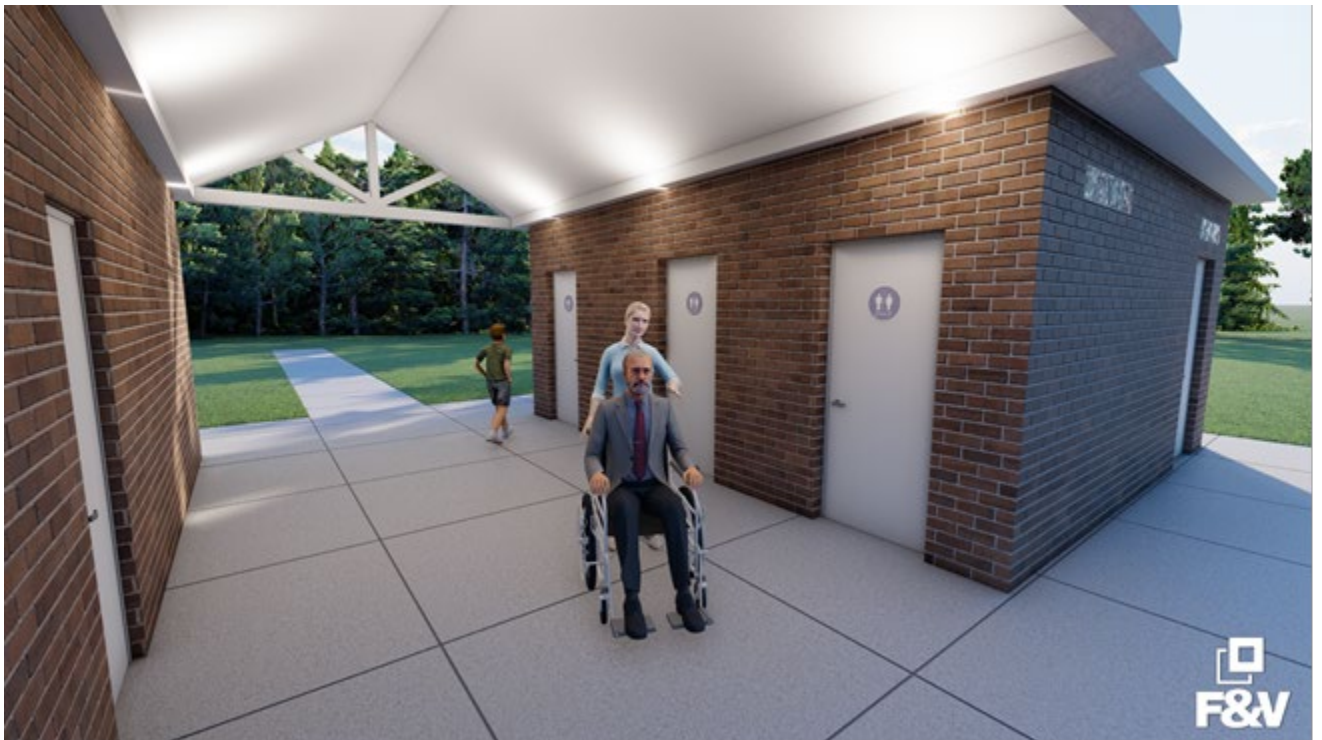
NA

**SAMPLE MOTION:**

Move to approve/deny design and location of the Mt Baldhead Park area restrooms and equipment room for AT&T project.



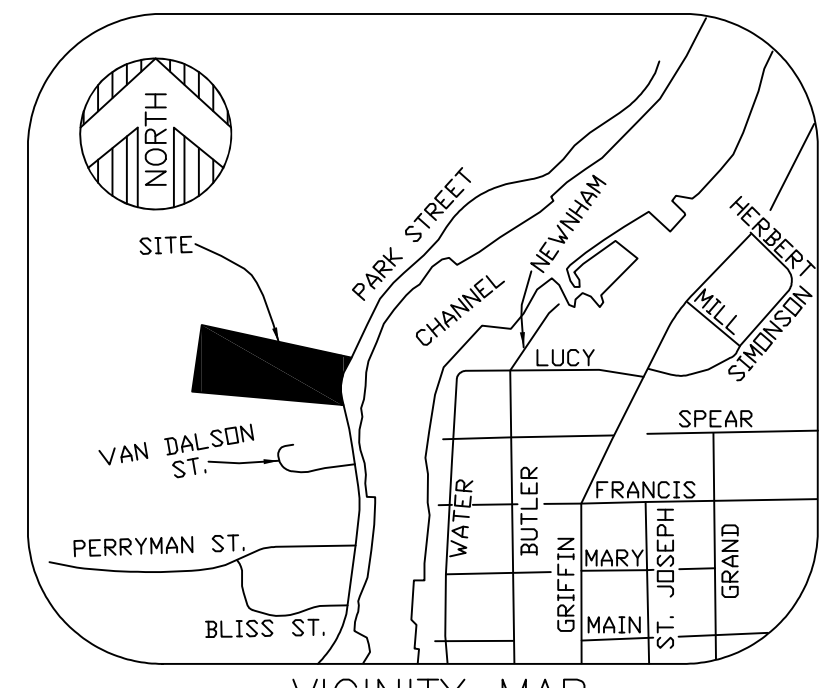
# AT&T Renderings for Restroom and Cellular Equipment





Existing Pumphouse Picture





**PARCEL AREA**  
PROPOSED 2.75 ACRES

**BASIS OF BEARING**  
BASED ON GPS OBSERVATION, MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83.

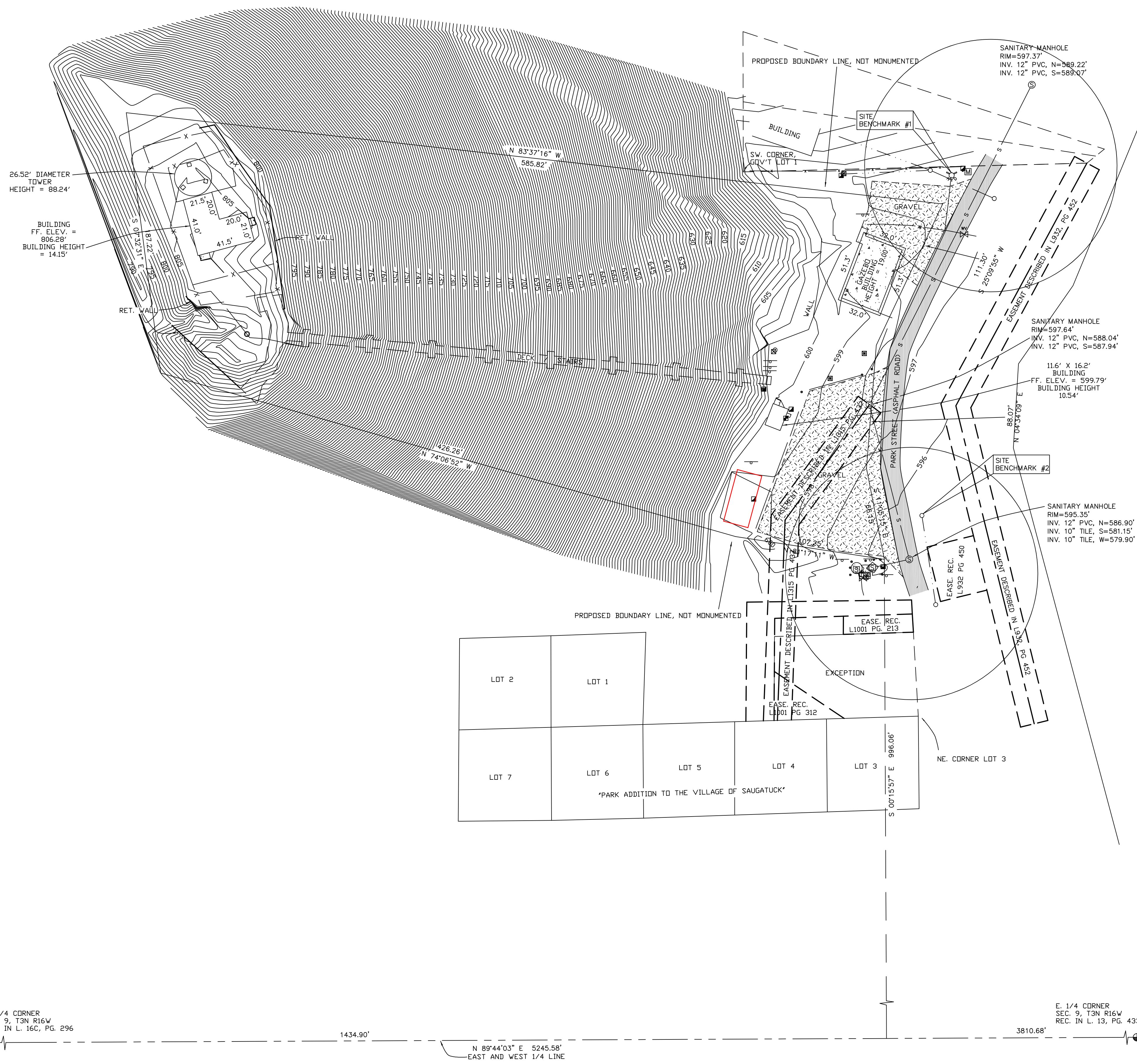
**BENCHMARK**  
**SITE BENCHMARK #1**  
FLANGE BOLT ON FIRE HYDRANT UNDER "A" IN TRAVERSE CITY ELEVATION = 599.26' (NAVD 88 DATUM)  
**SITE BENCHMARK #2**  
FOUND RAILROAD SPIKE IN SOUTHWEST SIDE OF UTILITY POLE ELEVATION = 596.65' (NAVD 88 DATUM)

**SURVEYOR'S NOTES**

1. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES OTHER THAN THE STRUCTURE INVENTORY SHOWN HEREON.
2. A CURRENT TITLE POLICY HAS NOT BEEN FURNISHED AT TIME OF SURVEY. THEREFORE EASEMENTS AND/OR ENCUMBRANCES AFFECTING SUBJECT PARCEL MAY NOT BE SHOWN.
3. ALL PROPERTY SPLITS REQUIRE PRIOR CITY, TOWNSHIP, COUNTY, AND/OR STATE APPROVAL.
4. THERE IS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
5. THE SURVEYOR IS UNAWARE OF ANY PROPOSED CHANGES IN STREET RIGHT OF WAY LINES. THERE IS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
6. THERE IS NO OBSERVED EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
7. THERE ARE NO DELINEATED WETLANDS ON SITE.
8. DUE TO SNOW COVER AT TIME OF SURVEY, SOME SURFACE LEVEL FEATURES MAY NOT BE SHOWN.

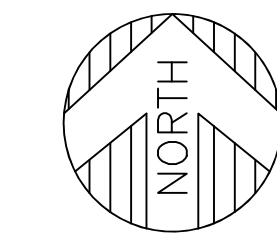
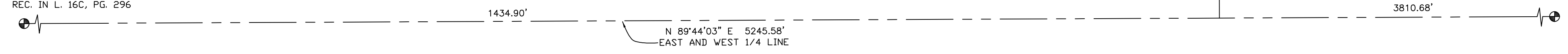
**LEGEND**

●	SET 1/2" REBAR WITH CAP P.S. 47956
⊙	FOUND MONUMENT (AS NOTED)
⊕	FOUND SECTION CORNER (AS NOTED)
(R&M)	RECORD AND MEASURED DIMENSION
(R)	RECORD DIMENSION
(M)	MEASURED DIMENSION
⊞	ELECTRIC METER
⊞	ELECTRIC PANEL
○	UTILITY POLE
⊞	CABLE TV RISER
⊞	GRILL
⊞	SANITARY MANHOLE
⊞	FIRE HYDRANT
⊞	WATER SPIGOT
⊞	WATER VALVE
⊞	SANITARY LIFT STATION
•	POST
○	UNKNOWN RISER
⊞	MAIL BOX
⊞	SIGN
---	ADJOINER PARCEL LINE
---	SECTION LINE
---	BUILDING
---	EDGE OF CONCRETE (CONC.)
---	EDGE OF ASPHALT (ASPH.)
---	EDGE OF GRAVEL
x	FENCE (AS NOTED)
---	WALL (AS NOTED)
---	OVERHEAD UTILITY LINE
E	ELECTRIC LINE
S	SANITARY LINE
D	STORM LINE
W	WATER LINE
---	MINOR CONTOUR LINE
---	MAJOR CONTOUR LINE
---	ASPHALT
---	CONCRETE
---	GRAVEL

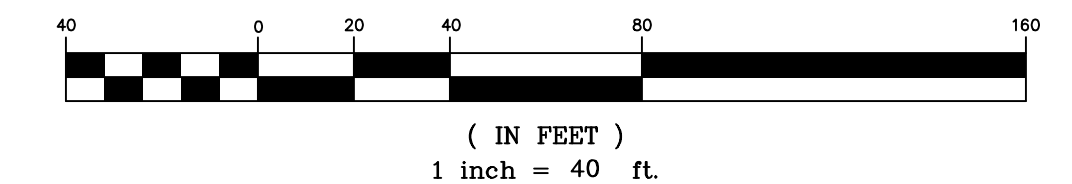


V. 1/4 CORNER  
SEC. 9, T3N R16W  
REC. IN L. 16C, PG. 296

E. 1/4 CORNER  
SEC. 9, T3N R16W  
REC. IN L. 13, PG. 433



GRAPHIC SCALE



**PROPERTY DESCRIPTION**  
THE LAND SITUATED IN THE CITY OF SAUGATUCK, COUNTY OF ALLEGAN, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:  
A PORTION OF THE FOLLOWING DESCRIBED PROPERTY:  
THE NORTH 1/3 OF GOVERNMENT LOT 3 OF SECTION 9, TOWN 3 NORTH, RANGE 16 WEST, EXCEPT LOTS 1 AND 2 OF THE PARK ADDITION TO THE VILLAGE OF SAUGATUCK, AS RECORDED IN LIBER 2 OF PLATE, PAGE 40. ALSO EXCEPT PART OF GOVERNMENT LOT 3 OF SECTION 9, TOWN 3 NORTH, RANGE 16 WEST, VILLAGE OF SAUGATUCK, ALLEGAN COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE NORTH-EAST CORNER OF LOT 3 OF PARK ADDITION TO THE VILLAGE OF SAUGATUCK (AS RECORDED IN LIBER 2 OF PLATS, PAGE 40) AND PROCEEDING THENCE DUE WEST 102.92 FEET ALONG THE NORTH LINE OF LOTS 3 AND 4 OF PARK ADDITION TO THE VILLAGE OF SAUGATUCK; THENCE N00°25'E 59.50 FEET; THENCE DUE EAST 99.00 FEET; THENCE S03°20'E 60.00 FEET ALONG THE WEST LINE OF PARK STREET TO THE POINT OF BEGINNING.

**FLOOD NOTE**  
SUBJECT PARCEL LIES WITHIN:  
OTHER AREA (ZONE C): AREAS OF MINIMAL FLOODING.  
AS SHOWN ON FLOOD INSURANCE RATE MAP: MAP NUMBER 2603050001C, DATED FEBRUARY 1, 1980, PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

**TITLE REPORT NOTE**  
ONLY THOSE EXCEPTIONS CONTAINED WITHIN THE FIRST AMERICAN TITLE INSURANCE COMPANY NATIONAL COMMERCIAL SERVICES COMMITMENT No. NCS-1162576-MICH, DATED JANUARY 17, 2023, AND RELISTED BELOW WERE CONSIDERED FOR THIS SURVEY. NO OTHER RECORDS RESEARCH WAS PERFORMED BY THE CERTIFYING SURVEYOR.  
7. THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "GENERAL EASEMENT AND RIGHT-OF-WAY" RECORDED AS LIBER 932, PAGE 450 OF OFFICIAL RECORDS. (AS SHOWN)  
8. THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "GENERAL EASEMENT AND RIGHT-OF-WAY" RECORDED AS LIBER 932, PAGE 452 OF OFFICIAL RECORDS. (AS SHOWN)  
9. THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "WARRANTY DEED" RECORDED AS LIBER 1001, PAGE 213 OF OFFICIAL RECORDS. (AS SHOWN)  
10. THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "EASEMENT AND RIGHT OF WAY" RECORDED AS LIBER 1001, PAGE 312 OF OFFICIAL RECORDS. (AS SHOWN)  
11. THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "EASEMENT" RECORDED AS LIBER 1315, PAGE 436 OF OFFICIAL RECORDS. (AS SHOWN)

**ZONING REGULATIONS**  
CRC - CONSERVATION, RECREATION AND CAMP DISTRICT  
SINGLE FAMILY DWELLING USE:  
\*MINIMUM LOT AREA - 2 ACRES  
\*MINIMUM LOT COVERAGE - 5%  
\*MINIMUM LOT WIDTH - 200 FEET  
\*REQUIRED SETBACK LINE MINIMUM DIMENSIONS IN FEET -  
FRONT - 100 FEET  
SIDE - 50 FEET  
REAR - 50 FEET  
PRIVATE RECREATION CAMP USE:  
\* SETBACK TO PROPERTY LINE OR A PUBLIC STREET RIGHT OF WAY NOT CONSTRUCTED AS PART OF DEVELOPMENT: 200 FEET  
\* SETBACK FROM WATER BODIES - ANY STRUCTURE OR ANY PART OF SEPTIC SYSTEM SHALL NOT BE LOCATED CLOSER THAN 40 FEET TO A WATER BODY OR FROM THE EDGE OF PERENNIAL VEGETATION MOVING LAKEWARD.  
\*MINIMUM LOT AREA - 40 ACRES  
PARK OR PRESERVATION REGULATIONS:  
\*STRUCTURES SHALL NOT BE CONSTRUCTED WITHIN 25 FEET OF ANY PROPERTY LINE OR RIGHT OF WAY.  
\*MINIMUM LOT AREA - 2 ACRES  
NOTE: ALL ZONING INFORMATION IS TAKEN FROM THE CITY OF SAUGATUCK WEBSITE. ALL ZONING INFORMATION MUST BE VERIFIED FOR COMPLETENESS WITH CURRENT ZONING REGULATIONS.

**SURVEYOR'S CERTIFICATION**  
I HEREBY CERTIFY THAT I HAVE SURVEYED THE LAND HEREIN DESCRIBED AND THAT THIS MAP REPRESENTS THE RESULTS OF THE SURVEY.

**SURVEYOR'S CERTIFICATION**  
I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREIN DESCRIBED. THE ELEVATIONS SHOWN HEREON ARE BASED ON A FIELD SURVEY AND THE DRAWING HEREON DELINEATED IS A CORRECT REPRESENTATION OF THE SAME.

**SURVEYOR'S CERTIFICATION**  
TO CITY OF SAUGATUCK

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDED ITEMS 2, 3, 5, 7A, 7B1, 7C, 8, 11, 16, 17, AND 19 OF TABLE A, THEREOF. THE FIELD WORK WAS COMPLETED ON DECEMBER 20, 2022.

DATE OF PLAT OR MAP: 01-25-23

**DRAFT**

PATRICK N. JOHNSON, P.S.  
PROFESSIONAL SURVEYOR  
MICHIGAN LICENSE NO. 4001047956

**KEM-TEC**  
PROFESSIONAL ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES  
A GROUP OF COMPANIES  
Eastpointe, Detroit, Grand Blanc  
(800) 255-7222, (313) 756-8877, (734) 694-0888, (888) 694-0001  
www.kemtecgroupofcompanies.com

**ALTA / NSPS LAND TITLE SURVEY**  
PREPARED FOR: CITY OF SAUGATUCK  
735 & 793 PARK STREET, SAUGATUCK, MICHIGAN 49453  
PART OF SECTION 9, TOWN 3 NORTH, RANGE 16 WEST

DATE	REVISION	BY	DESCRIPTION
01-25-23			
JANUARY 25, 2023			
22343T			

SCALE: 1" = 40'

1  
1 OF 1 SHEETS





## City Council Agenda Item Report

**FROM:** Ryan Heise

**MEETING DATE:** 4/24/2023

**SUBJECT:** Blue Star Trail Phase 2 (Construction slated for 2025)

### **DESCRIPTION:**

Friends of the Blue Star Trail (FOTBST) in concert with the municipal managers of the City Village of Douglas, Saugatuck Township and the City of Saugatuck align on the following administrative items to facilitate the construction of the multi-modal path (Blue Star Trail) through our respective jurisdictions:

- Revised Intergovernmental Agreement (with cost commitments)
- C2AE Phase 2 Contract for final design and construction

#### C2AE Phase 2 Contract Cost:

- Design Phase \$49,010 T&M, not to exceed (NTE)
- Construction Engineering Phase \$89,896 T&M, Estimated
- Topographic Survey \$13,500 LS (shared cost)
- Archaeologic Survey \$12,444 LS (Saugatuck Township sole cost)
- TOTAL ESTIMATED FEES \$164,900

#### Attachments included:

- Intergovernmental Agreement
- C2AE Phase 2 Agreement
- Flow Chart for project flow
- Map

Much appreciation to the Friends of the Blue Star Trail for their continued financial support in connecting the Blue Star Trail to our neighboring communities. The financial commitment from the City of Saugatuck will allow the city to move through the design phase. Please note that design costs to date have been funded by the Friends of the Blue Star Trail.

Additionally, Council should consider replacing Ken Trester as one of the Council representatives for the Trail design; with Holly Leo remaining.

**BUDGET ACTION REQUIRED:**

Not to exceed \$12,000.00 for Phase 2 design

**COMMITTEE/COMMISSION REVIEW:**

Reviewed with FOTBST

**LEGAL REVIEW:**

The City Attorney reviewed and revised the C2AE Phase 2 Agreement

**SAMPLE MOTION:**

Motion to approve/deny the revised Intergovernmental Agreement and the Phase 2 C2AE Contract, with staff returning to Council for approval to proceed with the Construction Management Phase. Appoint Councilmember \_\_\_\_\_ as the liaison to the Council for trail design and construction, with member Leo remaining.

April 6, 2023

Mr. Ryan Heise, Manager  
City of Saugatuck  
347 Water Street  
Saugatuck, MI 49453

**Re: Master Agreement for Professional Services: Design and Construction Administration Services, Blue Star Trail**

Dear Mr. Heise,

C2AE is pleased to provide the City of Saugatuck, City of the Village of Douglas, and Saugatuck Township with our Proposal for professional services for the Blue Star Trail project. We have structured this agreement to include a scope of services and assumptions for the Overall Trail Implementation Plan. Since the project is in the early phases, our fees have been estimated based on current construction costs. As the project progresses and each phase is better defined, we will confirm our assumptions and revise the fees if necessary.

As a reminder, project manager Charles Owens will act as the lead contact for this project and will be responsible for updates to the Master Agreement as the authorized representative for C2AE. His email address is [rusti.owens@c2ae.com](mailto:rusti.owens@c2ae.com), his office phone number is 517-371-1200, and his cell phone number is 517-202-4219.

We have assembled a strong project team that will provide expertise in all of the areas required for a successful outcome. Our key subconsultants all have significant experience with aspects of trail development. Our subconsultants include Driesenga and Associates for Topographic Survey and Stantec for Archaeologic Surveys.

We appreciate the opportunity to submit this Proposal and are honored to continue to play a key role in the Blue Star Trail development in lower Michigan. We are committed to working diligently to drive a positive public perception of the initial trail segment and creation of an overall process for raising the project's visibility, engaging the local communities, and sustaining public enthusiasm. Feel free to contact us with any questions regarding this Proposal.

**TEAM MEMBERS AND GENERAL DEFINITIONS**

1. The following Teams will be connected to the Project:
  - a. Project Team: Blue Star Trail – This will be the core group that will meet to discuss project details for the overall project. Meetings may occur bi-monthly, depending on need.
  - b. Stakeholder Teams: Specific teams will be developed for the trail that will include representatives from local community agencies, organizations and businesses.
  - c. Trail Teams: Representatives supporting the trail planning efforts in each community.

2. The following general definitions apply to this Agreement:
  - a. Initial Design (previously completed) The preliminary work to plan and scope routes and evaluate alternatives, develop preliminary costs, conduct public outreach. Determine the final routing plan to the point that fairly accurate cost estimates and grant applications can be completed, and/or updated. Typically, this represents 30% design completion using available mapping resources. It does not typically include detailed field topographic surveys.
  - b. Preliminary Design: From completion of the Initial design phase to approximately 65% complete design, such that final trail routing is finalized and approved by the Project and Stakeholder Teams and the Construction Documents phase can commence with certainty.
  - c. Construction Documents (CD Phase): from design development through the point where final plans and bid documents are complete and ready for advertisement for bidding by contractors.
  - d. Bidding Phase: From bid advertisement through bid opening, tabulations and recommendation for award.
  - e. Construction Engineering
    - 1) Construction Administration: Office administration of the Construction Contract, pay request, change orders, and other documentation.
    - 2) Construction Observation and Testing: Field observation and testing services.
  - f. Public Outreach: All phases of the work will require various forms of public and community outreach, depending on the project location and property ownership circumstances. This may vary from public information meetings, targeted group meetings to individual property owner meetings.

## METHOD OF APPROACH/WORK PLAN

### Task I – Design

1. The design process will commence with a kick-off meeting held with Project Team officials, stakeholders and other team members to review past activities, gather existing data for review, explore project goals, identify the stakeholders for the project, review the scope and discuss the critical elements of the proposed improvements, including schedule, hours, and budget, and the Project Team's critical success factors specific to this project.
2. Base plans will be prepared in accordance with MDOT standards using the current version. The plans will be prepared using English units in accordance with Project Team and MDOT requirements at scales approved by the Project Team.
3. At the completion of the topographic and pickup survey, the base plans will be prepared and utility locations received will be placed on the plans.
4. Coordination with the utility companies will continue through the design phase.
5. We will identify potential right-of-way issues (permanent and temporary) based on the City's assessor maps and as-constructed drawings and completed survey. The general information will be provided for the C Project Team ity's use in securing the property required.

6. Meet with Project Team staff on a monthly basis during the design phase to update progress and submit a written progress report on a monthly basis, which will identify work that was completed, work to be completed in the next period, budget status and decisions needed from the Project Team.
7. Utility Coordination: From the prepared base mapping prepare a preliminary conflict analysis matrix. Conduct a preliminary utility coordination meeting, if required, to coordinate the potential and known conflicts. Where conflicts cannot be resolved through design mitigation, clearly notify the utility companies of their need to relocate and the required relocation completion date.
8. Preliminary Pathway Design: Prepare preliminary plans and specifications (special provisions) according to MDOT's required format and a preliminary opinion of probable construction cost for submittal to the Project Team. Meet with the Project Team to review the preliminary design package.
9. Preliminary Maintenance of Traffic Design: Prepare preliminary maintenance of traffic (vehicular and pedestrian) plans and specifications (special provisions). Meet with the Project Team to review the preliminary design package.
10. Preliminary Permanent Pavement Marking Design: No pavement marking changes are anticipated.
11. SESC/SHPO/MDOT Permit: Prepare draft Soil Erosion Sedimentation Control, SHPO and MDOT Use of State Trunkline permits for Project Team review and comment. Finalize and submit the permit applications. The City of Saugatuck will sign as the permit applicant and pay directly the required application fee(s).
12. Preliminary Plan (75% +/-)/Grade Inspection Submittal: Prepare a Preliminary Plan package of drawings, special provisions, and preliminary engineer's estimate for C Project Team review. Upon Project Team review and approval, submit the Grade Inspection Package to MDOT LAP.
13. Grade Inspection Meeting: Attend the Grade Inspection meeting with the Project Team and MDOT LAP Engineer.
14. Final Design: Prepare final design package in accordance with MDOT LAP format, including plans, specifications and special provisions, as well as opinion of probable construction cost.
15. Final Plans: Prepare final plans including the necessary information and quantities ready for MDOT LAP review and bidding.
16. Project Design Phase Meetings: Attend the following meetings during the course of the project: (1) project kick-off, (1) preliminary plan review, (2) utility coordination with the Project Team and utility companies, (1) maintenance of traffic review meeting, and (2) Project Team coordination meetings.

## **Task II – Construction Engineering**

We anticipate the construction duration for the projects as follows:

1. Estimated construction time is 7 weeks and is anticipated to be constructed in 2025. A majority of the path construction does not impact motoring public. We assume our on-site representatives will be on the projects for 9 hours/day, five days a week.



2. C2AE will provide engineering staff for project management, office administration, construction surveying, SESC site checks and coordination of material testing including plant inspection, construction observation. The office administrator will be responsible for the preparation of all MDOT required documentation utilizing Field Manager software.
3. PSI will perform on-site and off-site material testing requirements. Specifically, their role will be to provide material gradations, HMA inspection, and compressive strength tests for concrete. PSI or C2AE will perform density checks of the subgrade and aggregate base material, as well as trench backfill.
4. Our inspectors are qualified and have worked on several federally-aided projects in the past. Most importantly, our field representatives will communicate with the property owners and other Contractors during all phases of construction.
5. As-constructed plans showing the final configuration of each project will be prepared for the pathway as constructed. As-built plans will be prepared in accordance with the Project Team's standards in PDF format. Check prints will be submitted 90 days following completion of construction operations.

#### **Work Task Descriptions**

1. Schedule and attend pre-construction and bi-weekly construction progress meetings.
2. Provide construction surveying and layout.
3. Provide a full-time resident project representative in conformance with MDOT requirements.
4. Provide office administration for documentation in accordance with MDOT requirements utilizing Field Manager. Schedule materials testing requirements. Complete project closeout in accordance with MDOT Standards.
5. Provide project management throughout the project duration.
6. As-constructed plans depicting the final project configuration will be provided in accordance with Project Team standards in PDF format.

#### **ADDITIONAL SERVICES AND ASSUMPTIONS**

Additional services will be performed as requested, upon written approval from the Project Team. These additional services will be scoped and negotiated before performance commences. Additional services are those services not specifically listed in the proposal. These services may include, but are not necessarily limited to the following:

1. Grading easements/right-of-way purchases for construction.
2. Phase I, Phase II, or Baseline Environmental Site Assessments.
3. Mass mailings to local residents, business owners or citizens' groups.
4. The Project Team will provide access/right of entry for any pickup survey, if needed.

6. The City will apply for and pay all regulatory permit fees. The Design Team will prepare the permit(s) for the Project Team's review, signature and submittal.

C2AE will develop and implement an action plan for planning and design engineering of the entire trail corridor. The plan will identify an overall project timeline, public outreach and communication engagement strategy/strategies, roles and responsibilities, a phasing plan with estimated timelines and costs for design, construction, and trail maintenance.

#### OVERALL TIMELINE

Create an overall project timeline that incorporates established project schedules for all trail segments, including those under design as well as the trail segments not yet designed. Timeline dates will be updated on a monthly basis as part of our Progress Reporting process. Monthly progress reports will be provided by C2AE to provide updates for all current project activities. Timeline will include, but not be limited to, the following key milestone dates:

1. Project Team Meetings
2. Community Stakeholder Meetings
3. Each Trail Segment Kickoff Meeting
4. Public Engagement Events/Property Owner Meetings
5. Duration of Preliminary Design Phase with Deliverable Dates
6. Duration of Construction Documents Phase with Deliverable Dates
7. Permit Submittal Dates
8. Duration for Bidding
9. Duration of Construction
10. Any other key milestones

*Timeline deliverables will include the creation and updating of a master Gantt type chart for all segments.*

#### **Funding Evaluation/Applications**

We will assist the Project Team in updating and resubmitting the MNRTF grant for that portion of the project. In general, the Project Team will be responsible for the development and submittal of funding applications. C2AE will assist by providing exhibits, cost opinions and other supporting documentation as needed. It is understood that revisions to the funding application information may be needed and is a part of the process and project fees. Private fundraising activities will be conducted by the Project Team and supported by C2AE.

## Roles and Responsibilities

At the kickoff meeting for each trail segment, we will document the roles and responsibilities of each stakeholder or entity involved in the project. Throughout the project, C2AE will coordinate and track the progress of key assignments to ensure the overall project, as well as each trail segment, remains clearly assigned and on schedule. This effort will also include monitoring the assignments of other Engineering firms involved. Consistent and clear communication will keep the Advisory Committee and Project/Community Stakeholder Teams informed of the project status and commitments to ensure the project is a success.

## Trail Maintenance Plan

C2AE will utilize our extensive experience with trail projects and the trail calculators already created to develop costs associated with trail maintenance, operations and replacement. We will also assist in the identification of solutions for trail maintenance approaches along the corridor, which can vary from simple cooperation between units of government to a formal establishment of a recreational authority. Maintenance will play a key role to achieve the expected service life of the trail system and ensure viability for generations to come. Our team will facilitate a series of meetings with appropriate agencies, develop materials and exhibits, and working closely with the Project/Community Stakeholder Teams on developing the outreach plan for this effort. Maintenance of the Blue Star Trail will require a collaborative effort between the State, local municipalities, friends' groups, and the private sector. MDOT and MDNR, depending on property ownership or funding, will require that maintenance agreements be in place as each segment of the project is constructed.

## GENERAL SCOPE OF SERVICES –PRELIMINARY DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTS, BIDDING AND CONSTRUCTION PHASES

C2AE proposes the following general scope of services for each trail segment that will meet AASHTO Guidelines, Americans with Disabilities Act and Accessibility Guidelines (A.D.A.A.G.), and other current Federal, State and local codes and guidelines. MDOT Local Agency guidelines will also be met when state funding is involved.

## Topographic Survey

Driesenga & Associates, Inc. will perform topographic surveying services at the above-referenced site.

1. Perform a partial topographic survey of the proposed Blue Star Trail Route located in, Saugatuck, Michigan. It is assumed by Driesenga & Associates, Inc. (D&A) that route will be approximately located as shown on the maps provided in the RFP. Also, the route is approximately 5800+/- feet long, starting at the intersection of Blue Star Highway and Washington Street, then running North to Holland Street, with a gap in the middle where the existing Blue Star Trail is presently located. It is also assumed by D&A that the project does not require a parcel split or surveyor provided wetland delineation services. The survey of the outlined improvement area will provide all relevant site information including existing elevations, contour lines, visible utilities, tree lines, individual trees 6" in diameter and greater outside of heavily wooded areas, and all other existing site improvements within the proposed survey area. Survey limits will extend to include an approximate 50' wide corridor, centered on the proposed route location. There will be a larger topo area for the portion of the route just North of North Street in the low area delineated on the December RFP Map. Boundary corners and property lines will not be shown. However, topo data will be referenced to section corners where applicable.

2. A Miss Dig design ticket will be submitted to obtain maps of the locations of public underground utilities. These underground utilities will be shown on the survey as accurately as the provided maps allow. It will be the responsibility of the client to provide available maps of any private utilities affecting the survey area. All plainly visible surface evidence of underground utilities will be located. Pipe inverts at all accessible structures within the survey limits will be provided. Any further pursuit of utility information is not included within the scope of this proposal and will be performed on a time and materials basis or for a predetermined fee if necessary.
3. Vertical datum will be established per available records or NAVD 88. The survey will be drawn using AutoCAD Civil 3D 2022 and will be provided to you in PDF and DWG format.
4. Program Application and other Funding Information: Assist the Project Team in preparing the MDOT Program Application or other supplementary funding information when required, including environmental and historical clearances and other required elements throughout the course of the project. Specifically, in MDOT funded projects, their NEPA requirements will be met.
5. Utility Coordination: Prepare correspondences and coordination with utility companies to determine and resolve conflicts with existing utilities and the proposed trail design. A preliminary Utility Conflict Matrix will be developed to track areas of concern.
6. Soil Borings: C2AE will identify soil boring locations and work with our subconsultant Soils and Structures to complete the borings and soils report. We have included a budget amount for soil boring work within our contract fee.
7. Preliminary Permit Evaluation: Identify any environmental features – critical dunes, wetlands, streams and buffers and identify permits that will be needed. This is also an outcome of the above referenced NEPA requirements. C2AE and our subconsultants will prepare and submit the required environmental review and NEPA documentation.
8. Easements: C2AE will review and document existing MDOT R.O.W. or other land ownership types (easements and fee simple ownership) and evaluate the impact on the trail design. This will include working closely with MDOT staff on the interpretation and understanding of their ownership as it relates to trail development.
9. Furthermore, we will identify any areas requiring grading permits or easements. This effort will include developing design alternatives that work for the landowner as well as the trail user. We will prepare cost estimates and meet with individual landowners to review available options. C2AE and Ferguson and Chamberlain will prepare and assist in obtaining necessary grading permits or easements outside of the current easement/ownership areas.
10. Preliminary Plans: Provide full plan and profile drawings to a 65% level of the proposed trail route. Provide preliminary typical trail and road/stream crossing construction cross sections and details.
11. Preliminary Quantities and Opinion of Probable Construction Cost: Provide an itemized breakdown of estimated quantities, estimated unit costs and estimated total cost for all project components. The estimate will utilize the MDOT-required MERL software.
12. Funding Applications: Assist with the preparation and submittal of funding applications for the project segment.

## Archaeological Survey

Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, Proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits, or actions of third parties arising out of Stantec's performance of the Services performed with reasonable care and professional skill. This provision does not apply to negligence by Stantec.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as or be an employee of the Client. Except as specifically described in this Agreement, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution

### Task 1: Archaeological Phase I Survey

1. Stantec will conduct an Archaeological Phase I to document archaeological resources in and around the project area. To ensure compliance with state and federal requirements, our review will include, but is not limited to, examination of the following resources:
2. Archaeological Site Files on record at the Michigan State Historic Preservation Office (SHPO) in Lansing;
3. The National Historic Landmarks database;
4. The National Register of Historic Places database;
5. Other readily available resources related to local history, such as historic maps and aerial photography.
6. The Archaeological Phase I will include shovel test survey of approximately 1,500 ft of the proposed trail location. The information gathered during the records check will be appended to the Michigan SHPO's *Application for Section 106 Review* as a standalone "Archaeological Technical Report", in compliance with the new Section 106 application and review process. If the Phase I Survey identifies significant archaeological resources in project area, a Phase II evaluation may be necessary, but is beyond the scope of services at this time.

### Assumptions

1. Client will notify landowners of the survey;
2. Reasonable access to the project area is assured;
3. Up to 1,500 ft. of proposed trail will need to undergo shovel test survey; The project boundaries are marked in the field or clearly evident to the field team;

4. Conducive weather conditions, i.e., no heavy rain, snow, or frozen ground;
5. No archaeological sites will be identified;

If an archaeological site is encountered during the survey, then its documentation is beyond this scope of services. Standard site documentation can be completed for \$1,500 per site, including up to 50 artifacts. Cardno would submit a change order prior to completing the additional work.

Stantec will complete a history/architecture records check with the MI SHPO and field investigation to document above-ground resources over 50 years of age within the project's area of potential effects (APE). For the purposes of this proposal, we assume the historic architectural APE will consist of the direct project area, which likely includes sidewalks, curbs, bridges, culverts, and roadway in Sections 1-4 of the proposed Blue Star Trail extension, as defined above. Previously recorded and/or listed NRHP properties directly adjacent to the project area will be documented as part of this effort, as well as any properties within the direct project area. As well, an architectural APE of adjacent parcels will be developed around the proposed areas of expansion.

Stantec will assess each property determined to be over 50 years in age for eligibility for listing on the National Register of Historic Places (NRHP). This will allow for an effects determination to be made under Part VI of the *Application for Section 106 Review*. Further, photographs obtained during the field investigation will be included in the application to satisfy the requirements under Part V of the form.

As part of the history/architecture investigation, Stantec anticipates completing Parts III through VI of the *Application for Section 106 Review*. In addition, Stantec will complete a history/architecture inventory and survey of the APE to conform to Michigan SHPO guidelines. Stantec will complete the necessary survey forms and narratives, summarizing the results of the architectural survey. The application will identify the APE and explain how it was identified, identify any properties considered eligible or listed in the NRHP, and provide information regarding the proposed project's potential effects on any existing or NRHP-eligible resources. Michigan survey forms will be prepared and included, as necessary.

#### Assumptions

1. A history/architecture records request will be submitted to the Michigan SHPO concurrent with the request for archaeological data.
2. History/architecture inventory will identify up to 10 properties over 50 years in age in the project's APE. Identification and evaluation of additional properties are beyond this scope of services and would be completed for an additional fee to be negotiated with the client.
3. One property will be found eligible for the NRHP.
4. No NRHP districts will be discovered.

The client will provide any detailed information available in their records regarding a description of the project, project plans and mapping previous land use and disturbance, and maps indicating areas of proposed ground disturbance.

#### **Construction Documents**

1. Special Provisions: Prepare special provisions to be used in conjunction with the 2012 MDOT (or current version) Standard Specifications for Construction to establish the quality of all materials, equipment, installation and construction.

2. **Grade Inspection/Review Meeting:** Provide the necessary plan submittals, coordinate and participate in an on-site Grade Inspection/Review meeting with representatives of the Project Team, EGLE, DNR, MDOT, affected utility companies and other interested parties.
3. **Permits:** Act as the owner's agent in preparing applicable permits involving the trail for submission to the applicable governmental agencies. Permit fees for such permits (where applicable) shall be paid for by Networks Northwest. Permits shall include Wetlands, Inland Lakes and Streams, MDOT, County Road Commission, Local Units of Government, SESC and other permits required for the trail construction.
4. **Final Plans and Special Provisions:** Prepare final plans and any special provisions applicable for the project. Include maintaining traffic, striping and signing plans in accordance with the Michigan Manual of Uniform Traffic Control Devices.
5. **Final Engineer's Opinion of Probable Construction Cost:** Provide a final itemized breakdown of construction quantities and unit cost for all of the pay items used on the project.
6. **Grant Administration Assistance:** Unless otherwise specifically noted, Blue Star Trail or other member of the Project Team (or Local Unit of Government) will be the designated grant administration agency. C2AE will assist in administering the MDOT TAP Grant, the Michigan Natural Resources Trust Fund (MNRTF) grant, and other grants as applicable to the project phase. C2AE will provide the technical data, mapping, and other related technical requirements to meet the grant requirements. C2AE will also assist in the preparation of periodic reports, reimbursement requests and other grant related documentation to be submitted by the grant recipient. Note that if Michigan Economic Development Corporation funding is obtained, a Certified Grant Administrator is required. The services of a Certified Grant Administrator would be performed or secured by Networks Northwest.

### **Bidding Phase Services**

It is understood that the contract with the construction contractor may be held by a Local Unit of Government (LUG) depending on the funding involved. It is also understood that in some cases the contract may be held by MDOT or the Michigan Department of Technology, Management and Budget (MDTMB). The exact scope of services may be adjusted based on the funding agency(ies).

1. Answer bidders' questions and issue clarifications/addendums as required.
2. Review bidding results and assist Project Team and LUG with contractor selection process.

### **Construction Phase Services**

1. **Construction Administration** (exact scope of services may be adjusted based on the funding agency(ies):
  - a. Attend and conduct a preconstruction conference to review the project with the Project Team, LUG (as applicable), DNR (as applicable), Contractor, Sub-contractor(s), utility companies, MDOT (as applicable) and other interested parties. Review project schedule. Record meeting minutes and distribute.
  - b. Prepare modifications and supplementary sketches required to resolve actual field conditions encountered.
  - c. Review shop drawings submitted by the contractor. Review product and material certifications. Maintain status of tested materials information.



- d. Issue instructions from the Project/Stakeholder Teams to the contractor; issue necessary interpretations and clarifications of contract documents; and prepare-required change orders.
  - e. Prepare biweekly or monthly pay estimates, depending on the funding sources.
  - f. Attend monthly (or more frequent) progress meetings.
  - g. Attend final project inspection with the involved stakeholders and Contractor representatives. Prepare final punch list for project completion.
  - h. All construction documentation will be performed utilizing the current version of Field Manager Software.
  - i. Accept, review and maintain Contractor submitted Certified Payrolls in accordance with MDOT or other agency requirements and perform wage rate interviews to verify compliance (when necessary).
2. Construction Observation and Testing:
- a. Provide on-site observation services based upon the type of construction work in progress; prepare daily reports using the current version of Field Book Software; provide appropriate reports to the Project Team and LUG (as applicable) to monitor compliance with plans, specifications and all other contract documents.
  - b. Provide survey benchmarks, layout of lines, and grades as required to complete construction.
  - c. Provide and/or coordinate field material density testing services for backfill, subgrade, base course and bituminous courses.
  - d. Coordinate laboratory testing services for aggregate, HMA and concrete cylinders.
  - e. Prepare Record Drawings for the project upon completion of construction.

## ENGINEERING FEES

As this is a complex, ever evolving and multi-year, multi-jurisdiction and multi-funding source project, it is not possible to provide a fixed fee basis at this time for all of the services that may be required. However, provided below are estimates of the required fees for each phase of each trail segment. The fees for the phases that currently have a detailed scope are identified as such, and a lump sum fee basis provided. As each phase development becomes better defined, the majority of the estimated fees will be adjusted and converted to lump sum fees through contract amendments.

Additionally, the estimated fees to be provided below will be implemented in phases. To assist in estimating timing and cash flow needs, an estimated fee schedule has been added to this section showing the possible timing of the project phases and expenditures. This schedule will be further developed during the initial project phases, and the schedule will be largely dictated by the ability to raise the necessary construction funding.

The following fee abbreviations are used:

T&M, NTE – Time and Material Basis with a Not to Exceed total amount

LS – Lump Sum (fixed amount)

T&M, Estimated – Estimated amount that will be adjusted by future amendment after the previous phase is completed if the fee basis significantly changes.



**Overall Project Planning, Public Outreach Planning, Management and Timeline Development**

Design Phase	\$49,010	T&M, NTE
Construction Engineering Phase	\$89,896	T&M, Estimated
Topographic Survey	\$13,500	LS
Archaeologic Survey	\$12,444	LS
<b>TOTAL ESTIMATED FEES</b>	<b>\$164,900</b>	

Construction Testing: In addition to the above-referenced fees, we are recommending \$8,000 for a lump sum contingency allowance be included for materials testing of the trail during construction. These fees will be contracted separately with PSI prior to construction start.

**SCHEDULE**

A draft initial schedule will be created and presented during the kick-off meeting. As a part of the first phases of work, this overall project implementation schedule will be refined with the Project Team during the Overall Project Planning, Public Outreach Planning, Management and Timeline Development phase, and then continually updated throughout the course of the project. The draft schedule is for illustrative purposes, but requires additional discussion and review with regard to potential funding, which will be the biggest schedule driver.

We have included our Standard Contract Provisions as part of our proposal. If the terms and conditions as stated are acceptable, please countersign and return one (1) copy to our office.

Please let us know if you have any questions or comments. Thank you once again for the opportunity to be of service. We truly value the opportunity to work with the Project Team and we look forward to helping you with the trail implementation.

Sincerely,  
 C2AE



Roger F Marks, PE  
 Client Services Leader

Accepted by:

\_\_\_\_\_  
 City of Saugatuck

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 City of the Village of Douglas

\_\_\_\_\_  
 Date

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Saugatuck Township

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Date

# HOURLY BILLING RATES



Classification	Description	Hourly Billing Rate Range
A8	Engineer/Architect/Landscape Architect/Surveyor	\$210 - \$305
A7	Engineer/Architect/Landscape Architect/Surveyor	\$189 - \$268
A6	Engineer/Architect/Landscape Architect/Surveyor	\$163 - \$236
A5	Engineer/Architect/Landscape Architect/Surveyor	\$147 - \$210
A4	Engineer/Architect/Landscape Architect/Surveyor	\$131 - \$184
A3	Engineer/Architect/Landscape Architect/Surveyor	\$116 - \$163
A2	Engineer/Architect/Landscape Architect/Surveyor	\$100 - \$142
A1	Engineer/Architect/Landscape Architect/Surveyor	\$84 - \$116
(T)A-4	Architectural/Engineering Designer	\$121 - \$179
(T)A-3	Architectural/Engineering Designer	\$105 - \$152
(T)A-2	Architectural/Engineering Designer	\$89 - \$126
(T)A-1	Architectural/Engineering Designer	\$68 - \$100
B3	Resident Project Representative/Survey Technician	\$105 - \$137
B2	Resident Project Representative/Survey Technician	\$74 - \$116
B1	Resident Project Representative/Survey Technician	\$47 - \$79
C3	Administrative	\$63 - \$95
C2	Administrative	\$53 - \$74
C1	Administrative	\$37 - \$58

- (1) The foregoing rates include employee fringe benefits, computer time, overhead, other indirect costs and profit. Legal proceedings, including but not limited to case preparation, depositions, interrogatories, court appearances, will be billed at the above hourly rates plus ten (10) percent.
- (2) Rates are effective through the duration of the initially authorized projects. Rate increases may be applied to future authorizations.
- (3) Expenses will be invoiced at cost plus ten (10) percent administrative fee.
- (4) All invoices are due upon receipt.
- (5) This information is confidential and is not to be duplicated, used or disclosed in whole or in part, for any purpose other than for which it has been submitted without written authorization by one of the firm's principals.

The parties to this agreement, Capital Consultants, Inc., a Michigan Corporation doing business as C2AE in the State of Michigan, hereinafter called the A|E CONSULTANT and City of Saugatuck, Michigan, hereinafter called the OWNER, hereby agree to the following conditions:

- A. Limit of Scope: The services provided by the A|E CONSULTANT shall be limited to those described in the Scope of Services.
- B. Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the A|E CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the A|E CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The A|E CONSULTANT shall notify the OWNER of the changed conditions necessitating renegotiation, and the A|E CONSULTANT and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
- C. Additional Services: Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such services in writing. Additional services will be billed monthly as work progresses and invoices are due upon receipt.
- D. Standard of Care: In providing services under this Agreement, the A|E CONSULTANT will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the A|E CONSULTANT and by mutual agreement between the parties, the A|E CONSULTANT will without additional compensation, correct those services not meeting such a standard.
- E. ADA Compliance: The Americans with Disabilities Act (ADA) provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to persons with disabilities. The OWNER acknowledges that the requirement of the ADA will be subject to various and possibly contradictory interpretations. The A|E CONSULTANT, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The A|E CONSULTANT, however, cannot and does not warrant or guarantee that the OWNER's project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.
- F. Code Compliance: The A|E CONSULTANT shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of submission to building authorities. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the A|E CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
- G. Permits and Approvals: The A|E CONSULTANT shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the A|E CONSULTANT's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the A|E CONSULTANT and included in the scope of Basic Services of this Agreement.
- H. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the OWNER understands that the A|E CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the A|E CONSULTANT's opinions of probable construction costs are made on the basis of the A|E CONSULTANT's professional judgment and experience. The A|E CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the A|E CONSULTANT's opinion of probable construction cost.

- I. Schedule for Rendering Services: The A|E CONSULTANT shall prepare and submit for OWNER approval a schedule for the performance of the A|E CONSULTANT's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the A|E CONSULTANT's reasonable control.
- J. Ownership of Reports, Drawings and Other Materials: The OWNER agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents and other materials produced by the A|E CONSULTANT in the course of and for the purpose of meeting this contract are the property of the A|E CONSULTANT, and shall remain in the possession of the A|E CONSULTANT. The OWNER shall have access to the above named material during normal business hours of the A|E CONSULTANT during and after completion of this contract. The OWNER may obtain copies of any of the above named material. Copies of electronic media may be obtained by the OWNER. (See Alteration and Reuse of CAD Information provision of this Agreement.)
- K. Alteration and Reuse of CAD Information: Because computer aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, the A|E CONSULTANT reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The OWNER may retain copies of the work performed by the A|E CONSULTANT in CAD form. Copies shall be for information and used by the OWNER for the specific purpose for which the A|E CONSULTANT was engaged. Said material shall not be used by the OWNER, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the A|E CONSULTANT's express written permission. Any unauthorized modification or reuse of the materials shall be at the OWNER's sole risk, and the OWNER agrees to defend, indemnify, and hold the A|E CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the unauthorized modification of these materials.
- L. Record Documents: Upon completion of the work, the A|E CONSULTANT shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the A|E CONSULTANT shall assume will be reliable, the A|E CONSULTANT cannot and does not warrant their accuracy.
- M. Payment Terms: Invoices will be submitted by the A|E CONSULTANT monthly, are due upon receipt and shall be considered past due if not paid within forty-five (45) calendar days of the due date. If payment in full is not received by the A|E CONSULTANT within sixty (60) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the Past Due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the A|E CONSULTANT may suspend performance of services upon five (5) calendar days' notice to the OWNER. The A|E CONSULTANT shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER, the A|E CONSULTANT shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the A|E CONSULTANT to resume performance.

- N. Disputed Invoices: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the A|E CONSULTANT in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after receipt of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) shall be paid by the OWNER on all disputed invoice amounts that are subsequently resolved in the A|E CONSULTANT's favor and shall be calculated on the unpaid balance from the due date of the invoice.
- O. Abandonment of Work: If any work is abandoned or suspended, the A|E CONSULTANT shall be paid for services performed prior to receipt of written notice from the OWNER of abandonment or suspension.
- P. Errors and Omissions Insurance: The A|E CONSULTANT maintains an errors and omissions insurance policy as part of normal business practice. The OWNER agrees to limit the A|E CONSULTANT's liability to the OWNER and to all Construction Contractors and Subcontractors on the project due to the A|E CONSULTANT's negligent acts, errors, or omissions, such that the total aggregate liability of the A|E CONSULTANT to all those named shall not exceed **\$164,900.00**.
- Q. Betterment: If, due to the A|E CONSULTANT's negligence, a required item or component of the project is omitted from the A|E CONSULTANT's construction documents, the A|E CONSULTANT shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the A|E CONSULTANT be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.
- R. Indemnification: The A|E CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the A|E CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the A|E CONSULTANT is legally liable.
- The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the A|E CONSULTANT, its officers, directors, employees and subconsultants (collectively, A|E CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.
- Neither the OWNER nor the A|E CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
- S. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the A|E CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the A|E CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- T. Full-Time Construction Observation: The A|E CONSULTANT will provide full-time project representation in order to observe the progress and quality of the work completed by the Contractor. Such observation is not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather is to allow the A|E CONSULTANT, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents.

The A|E CONSULTANT shall keep the OWNER informed about the progress of the work and shall endeavor to guard the OWNER against deficiencies in the work.

The A|E CONSULTANT shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

The A|E CONSULTANT shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the work, or any agents or employees of any of them. The A|E CONSULTANT does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

- U. Part-Time Construction Observation: The A|E CONSULTANT shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the A|E CONSULTANT, in order to observe the progress and quality of the work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the A|E CONSULTANT, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents.

Based on this general observation, the A|E CONSULTANT shall keep the OWNER informed about the progress of the work and shall endeavor to guard the OWNER against deficiencies in the work.

The A|E CONSULTANT shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

The A|E CONSULTANT shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the work, or any agents or employees of any of them. The A|E CONSULTANT does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

- V. Jobsite Safety: Neither the professional activities of the A|E CONSULTANT, nor the presence of the A|E CONSULTANT or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The A|E CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the A|E CONSULTANT and the A|E CONSULTANT's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.
- W. Hazardous Materials: As used in this Agreement, the term *hazardous materials* shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.



Both parties acknowledge that the A|E CONSULTANT's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event the A|E CONSULTANT or any other party encounters any hazardous or toxic materials, or should it become known to the A|E CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the A|E CONSULTANT's services, the A|E CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

The OWNER agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the A|E CONSULTANT, its officers, partners, employees and consultants (collectively, A|E CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the A|E CONSULTANT.

- X. Change Orders/Stop Work Orders: The A|E CONSULTANT and the OWNER agree that any construction contract change orders or stop work orders must be approved in writing by the OWNER.
- Y. Agreement Not to Claim for Cost of Certain Change Orders: The OWNER recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications and other design documentation furnished by the A|E CONSULTANT or in the other professional services performed or furnished by the A|E CONSULTANT under this Agreement whether caused by professional negligence or by imperfections that are within professional standards ("Covered Change Orders"). Accordingly, the OWNER agrees not to sue and otherwise to make no claim directly or indirectly against the A|E CONSULTANT on the basis of professional negligence, breach of contract or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed 5% of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of the A|E CONSULTANT for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that the OWNER would have incurred if the Covered Change Order work had been included originally in the Contract Documents without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Drawings, Specifications and other design documents furnished by the A|E CONSULTANT or in the A|E CONSULTANT's other professional services related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, the A|E CONSULTANT is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order.
- Z. Dispute Resolution: The OWNER agrees that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for nonbinding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. Any party hereto may initiate mediation within the time allowed for filing per State law and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto.

If mediation fails to resolve the claim or dispute, the matter shall be submitted to a court of competent jurisdiction.



**INTERGOVERNMENTAL AGREEMENT  
TO RETAIN ENGINEERING SERVICES FOR PHASE 2  
THE NORTH SECTION OF THE BLUE STAR TRAIL**

This INTERLOCAL AGREEMENT is entered into pursuant to Act 7 of PA 1967 (hereinafter defined), by and among Saugatuck Township, 3461 Blue Star Hwy. P.O. Box 100, Saugatuck, MI 49453, the City of Saugatuck, 102 Butler St., Saugatuck, MI 49453, and the City of the Village of Douglas, PO Box 757, 86 W. Center St., Douglas MI 49406-0757 (the "Municipalities"), each of them a "public agency" as defined in Act 7.

RECITALS

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

WHEREAS the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of Michigan, 1967, Ex. Sess., MCL 124.501 et seq. ("Act 7"), permits a public agency to exercise jointly with any other public agency any power, privilege, or authority which such public agencies share in common and which each might exercise separately; and

WHEREAS the Municipalities have supported the Trail and in 2019-20 each passed a Joint Resolution that reaffirmed their support for the Trail and for pursuing construction of the Trail through their territories (the "Project"), including creation of a Joint Tri-community Study Committee ("TCC"); and

WHEREAS the Municipalities desire to enter into an interlocal agreement, pursuant to Act 7, to jointly pursue the Project through the authority granted by Act 7.

WHEREAS each Municipality has the power, privilege and authority to perform various economic development and recreational activities and administrative functions supportive of economic development and recreational activities, and to enter into this Agreement.

WHEREAS the TCC has determined that it is necessary to retain the services of a professional engineering firm to advise it as to how best to proceed with the Project; and

WHEREAS the TCC identified a number of qualified engineering firms, obtained proposals from four firms, selected two finalists, checked their references, conducted interviews of the firms, selected Capital Consultants, Inc. ("C2AE"), and arranged for legal counsel to negotiate the form of a proposed contract with that firm; and

WHEREAS the parties and the FOTBST have agreed to pay the reasonable fees of C2AE related to the Project as set forth below; and

WHEREAS C2AE has provided a proposal for the Phase 2 engineering work for the Project and the Municipalities and the FOTBST desire to retain C2AE to complete Phase 2 engineering; and

WHEREAS each Municipality, pursuant to resolution of its governing body, is authorized to execute and deliver this Agreement.

CORE TERMS

NOW, THEREFORE, the parties agree as follows:

1. The Municipalities will all execute the phase 2 contract, attached, at a meeting of their respective governing body.
2. To minimize costs and the risk of miscommunication, the parties hereby designate Ryan Heise, Saugatuck City Manager, as their liaison for the project (the "Project Liaison"). The Project Liaison shall be principal contact for the engineering firm. The Project Liaison shall provide regular status reports on the project to the Project/Advisory Team, which consists of representatives of each municipality and the FOTBST. Further, the Project Liaison shall consult with the chief administrative officer (i.e. the municipal manager) for the municipality before making any material decisions regarding the design of a trail segment located in that municipality.
3. Any changes in the scope of work to be provided by C2AE under this contract must be approved in writing by the Project Liaison, in consultation with the Project/Advisory Team and the chief administrative officer for each municipality in which the affected portion of the trail is located. Further, each municipality is free to retain C2AE or another individual or entity to render additional services to it under a separate agreement.
4. The Municipalities and FOTBST agree to share in payment of C2AE's fees as follows:

Party	Commitment Toward Match	% of Total Commitment	Dollar Share for Phase 2
FOTBST	\$205,000	77.3 %	\$48,320
City	50,000	18.8	11,751
Township	10,000	3.7	2,312

In addition, the Township has agreed to pay the fee for the archeological consultant to perform the services required by MDOT within the boundaries of the Township.

5. The parties expect to follow these procedures for dealing with C2AE's fees (6-12):
6. C2AE will break down its work into appropriate segments.
7. Prior to beginning work on the next segment, C2AE will provide a not-to-exceed estimate of its fee to the Project Liaison and to the FOTBST.
8. The Allegan County Community Foundation, as fiduciary to the FOTBST, will confirm in writing to the Project Liaison that it has sufficient funds on account to pay the fee for Phase 2.
9. The Project Liaison will authorize C2AE to commence work on the next segment absent an objection by a Municipality. Municipalities shall have ten (10) working days to object/challenge the scope of work/estimate prior to the start of each segment.
10. C2AE will issue monthly invoices according to the terms of its contract.
11. Upon approval by the Project Liaison and the FOTBST, the FOTBST will authorize the ACCF to pay the invoice from the FOTBST's account [or from a new account to be set up dedicated to the TCC Project].
12. Subject to the terms of the contract with C2AE, the Project Liaison, in consultation with the Project/Advisory Team, may determine to suspend or halt the work of C2AE at any time.

#### MISCELLANEOUS

13. Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter hereof, except as expressly stated herein.
14. No Presumption. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted.

15. Severability of Provisions. If any provision of this Agreement, or its application to any Person or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected but will be enforced to the extent permitted by law.
16. Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan without regard to the doctrine of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.
17. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement. They are solely for convenience of reference and do not affect this Agreement's interpretation.
18. Terminology. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.
19. Cross-References. References in this Agreement to any Article include all Sections, subsections, and paragraphs in the Article; references in this Agreement to any Section include all subsections and paragraphs in the Section.
20. Jurisdiction and Venue. In the event of any dispute between the Parties over the meaning, interpretation or implementation of the terms, covenants or conditions of this Agreement, the matter under dispute, unless resolved between the parties, shall be submitted to the courts of the State of Michigan.
21. Amendment. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement of all Parties. In the event that an amendment to this Agreement or alternative form of Agreement is approved by less than all Parties, any Party which has not approved of the amendment or alternative form of Agreement may withdraw from the Agreement.
22. Execution of Agreement; Counterparts. Each Party shall duly execute three (3) counterparts of this Agreement, each of which (taken together) is an original but all of which constitute one instrument.

IN WITNESS WHEREOF, this Agreement is executed by each Party on the date hereafter set forth.

**CITY OF THE VILLAGE OF DOUGLAS**

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATE: \_\_\_\_\_

**CITY OF SAUGATUCK**

By: \_\_\_\_\_

Its: \_\_\_\_\_

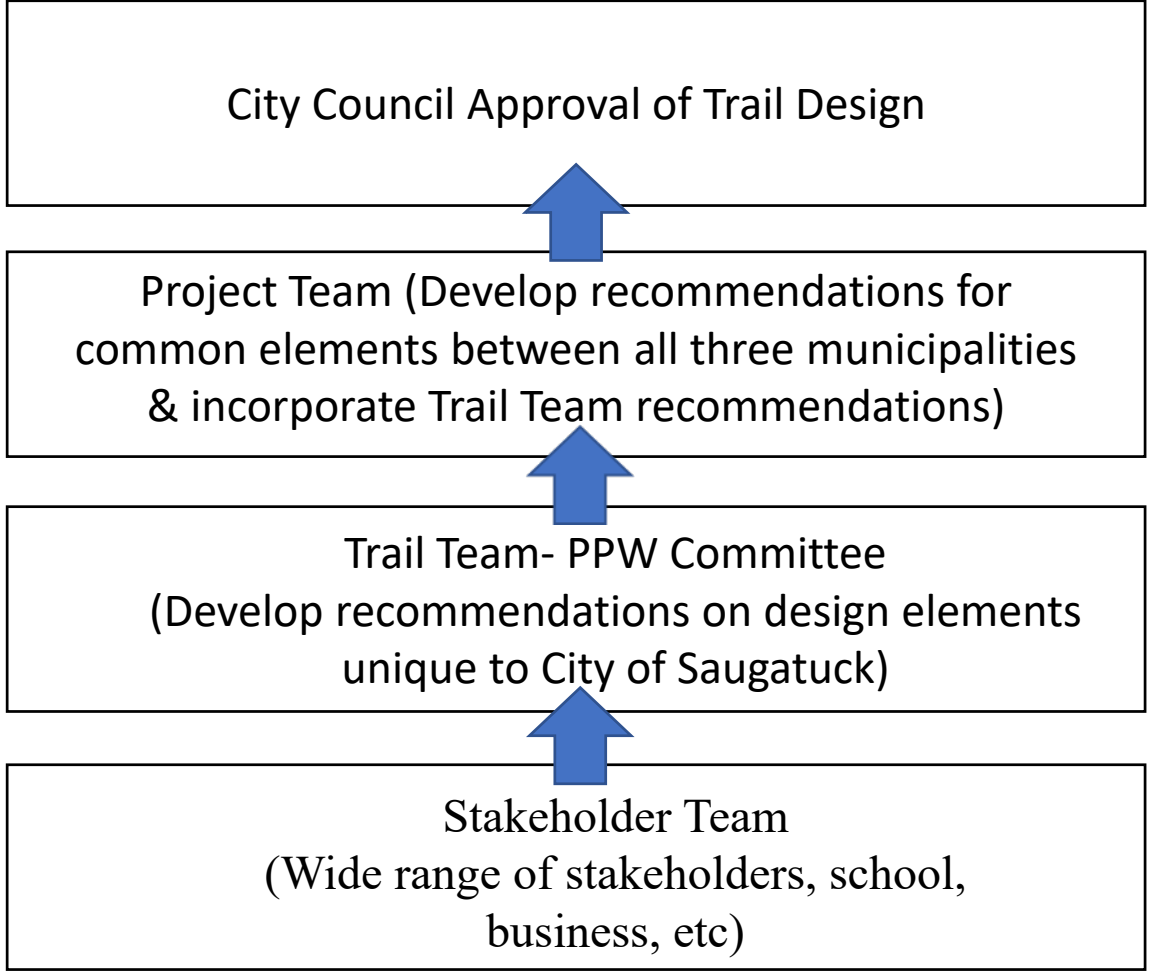
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**SAUGATUCK TOWNSHIP**

By: \_\_\_\_\_


Its: \_\_\_\_\_


DATE: \_\_\_\_\_








# LEGEND


 EXISTING BLUE STAR TRAIL:


 Connecting Saugatuck City to Saugatuck Twp. and the Beeline Trail to Holland


 North St. to Old Allegan Rd.

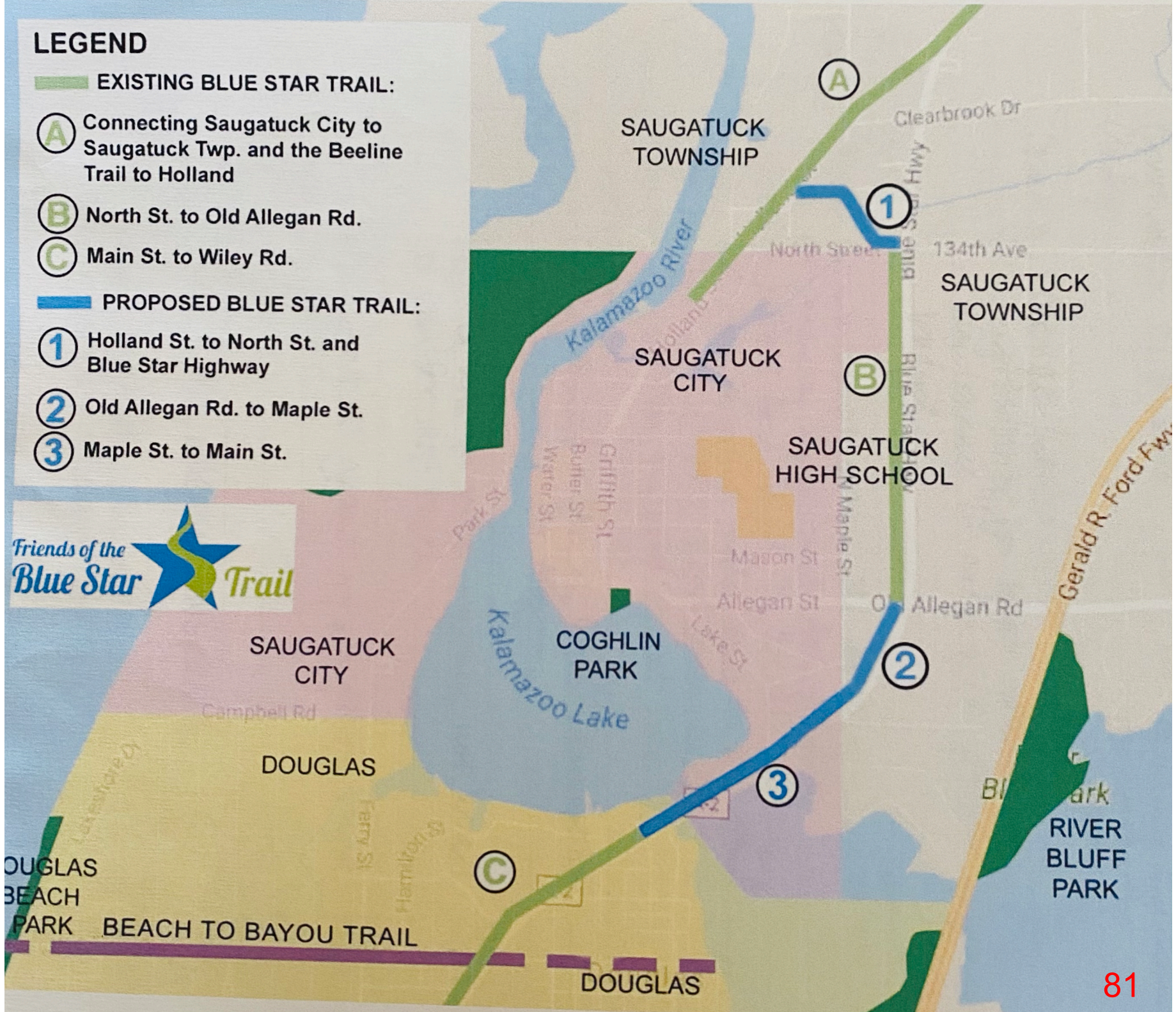
 Main St. to Wiley Rd.

 PROPOSED BLUE STAR TRAIL:

 1 Holland St. to North St. and Blue Star Highway

 2 Old Allegan Rd. to Maple St.

 3 Maple St. to Main St.







## City Council Agenda Item Report

**FROM:** Jamie Wolters  
**MEETING DATE:** April 24, 2023  
**SUBJECT:** 2023 Municipal License Renewals

**DESCRIPTION:** Annually the Saugatuck City Council reviews the renewal of Municipal License Agreements. The 2023 rate is calculated by applying the CPI (7.4%) calculated from the Bureau of Labor Statistics to the previous year's rate. You approved all one-year agreements and one five-year agreement at your February 27<sup>th</sup> meeting. There are three remaining five-year agreements to be reviewed (S, ½ south of Museum, Van Dalson, Cook Park). **Attachment A** are details of the new rates. **Attachment B** is a copy of the standard five-year Agreement.

**BUDGET ACTION REQUIRED:**  
N/A

**COMMITTEE/COMMISSION REVIEW:**  
N/A

**LEGAL REVIEW:**  
Reviewed 2023 Municipal License Agreement

**SAMPLE MOTION:**  
Motion to **approve/deny** the 3 remaining 2023 Municipal License Agreement rates (S, ½ south of Museum, Van Dalson, Cook Park) as presented on Attachment A and authorize the Mayor and City Clerk to sign such Agreements for 2023 as presented.



Sort Order	LOCATION	2022 Calculation	2023 RATE (+ CPI 7.4%)	Licensed Feet	2023 Total Charge	Monthly Holdover Charges	Balance Due	PROPERTY TYPE	TERM	Agreement Expires
16	S. ½ south of Museum	1221.73	\$1,312.14		\$1,312.14	\$109.35	<b>\$1312.14</b>	City Parcel #0357-009-050-00	5 year Agreement expired 2022	12/31/2027
17	Van Dalsen	1221.73	\$1,312.14		\$1,312.14	\$109.35	<b>\$1312.14</b>	City Parcel #0357-009-057-00	5 year Agreement expired 2022	12/31/2027
18	Cook Park	\$13774.16 -\$5297.92 \$8,476.24	\$ 14,793.45		\$14793.45 - \$5689.97 = \$9103.48	\$1232.79	<b>\$9103.48</b>	City Parcel #0357-009-215-00	5 year Agreement expired 2022	12/31/2027

**2023-2027 STREET END/PARCEL STRUCTURE-DOCKAGE LICENSE**

THIS LICENSE AGREEMENT is made on this 24<sup>th</sup> day of April 2023 by and between the CITY OF SAUGATUCK, a municipal corporation, located in Allegan County, Michigan (the “City”) and \_\_\_\_\_, whose address is \_\_\_\_\_, Saugatuck, Michigan 49453 / \_\_\_\_\_ (“Licensee”).

IN CONSIDERATION of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Description of Licensed Premises: The City grants a license to Licensee as to the following described land (“Premises”):

A portion of parcel number \_\_\_\_\_) and shown on attached location map.

The Premises include the water frontage and fifteen (15) feet landward of the shoreline or bulkhead line, as well as the bottomlands attributable to the Premises.

2. Purpose of License: Licensee may use the Premises and waters of the Kalamazoo River abutting the Premises for the purpose of boat docking, but for no other purpose (or purposes) unless specifically approved in writing by the City Council of the City. Licensee may utilize such boat slip(s)/mooring(s) as are agreed to by the City.
3. Term: The term of this License shall be for five (5) years and shall commence on January 1, 2023 and shall terminate on December 31, 2027. This License can be canceled pursuant to Sections 14 and 15.
4. License Charge: In consideration for this License, the Licensee shall pay to the City the sum of \$\_\_\_\_\_ for a one-year license (the “Base License Charge”), payable in full to the City in advance. In the event the Premises is a parcel and not a street end, then the Base License Charge will be adjusted for each annual anniversary for so long as this License remains in effect, starting

at \$ \_\_\_\_\_ annually. Such new adjusted Base License Charge will be equal to the product of the Base License Charge immediately prior to the adjustment multiplied by the CPI as reported by the Bureau of Labor Statistics (or successor agency) in October of the year immediately preceding the Base License Charge adjustment as exemplified below; provided, however, that the Base License Charge may not decrease in any year. If the CPI ceases to be published, a reasonable substitute index will replace it for purposes of this License. For purposes of this subsection, "CPI" means the Consumer Price Index of the Bureau of Labor Statistics, United States Department of Labor (CPI-U), all items index for all urban consumers-U.S. city average (October to October), or any subsequent replacement for that index. By way of example, if the relevant Base License Charge for Year 2 is \$100 and the CPI for the period October, Year 1 to October, Year 2 is two percent (2%), then the adjusted Base License Charge for Year 3 would be \$102.

5. Control of Structures: The Licensee may, at the end of the term of this License, remove any of the following structures and equipment presently located on the Premises, or which may be constructed during the term of this License and located on the Premises, or in or over the waters of the Kalamazoo River which abut the Premises: docks, power pedestals, finger piers, dock boxes, and lighting fixtures. In the event the Licensee elects not to remove the aforesaid structures or equipment as permitted in the preceding sentence, then ownership of the same shall lie with the City, which may dispose of such structures or equipment as it, in its sole discretion, deems fit. Licensee shall not remove the aforesaid structures or equipment during the term of this License.
6. New Construction or Major Repair: Licensee agrees not to undertake any new construction, alterations, or major repair work of any kind or description on or to the Premises (or any structures thereon), or in the waters of the Kalamazoo River abutting the Premises, without the prior written permission of the City. Licensee further agrees that it will, prior to commencement

of any construction, alteration, or repair, obtain any necessary permits required under the City Waterfront Construction Ordinance, Zoning Ordinance, or other applicable ordinance, as well as any required Michigan Department of Environmental Quality or Army Corps of Engineer permits or approvals. The City shall be responsible for the costs associated with replacement and/or major repair of the seawall and boardwalk on the Premises.

7. Liability Insurance: Licensee will obtain and keep in effect public liability insurance with limits of not less than \$ 1,000,000.00 for each person and \$ 1,000,000.00 for each occurrence of bodily injury and \$ 1,000,000.00 for each property damage occurrence arising out of the use of the Premises. The City of Saugatuck shall be added to that policy of insurance as a named insured, and Licensee shall file a certificate of insurance, or other written proof of such insurance coverage (acceptable to the City) with the City Clerk not later than the first day of each new year during the term of this License, and also on the date of the signing of the License at its inception. Such insurance shall not be canceled or cancelable during the term of this License (or beyond the term of the License or after the termination of this License so long as any dock or boat, structure, or personalty belonging to Licensee is present on or at the Premises).
8. Indemnification and Hold Harmless Provision: Licensee shall indemnify, reimburse, and hold harmless the City (as well as any official, employee, officer, agent, or contractor of the City) for, from, and against any and all liabilities, damages, causes of action, attorney fees, and costs for injuries, death, or damages to any person or destruction of or damage to any property arising out of or related to Licensee's (including for purposes of this Section 8 Licensee's contractors, subcontractors, guests, invitees, tenants, assignees or sublicensees) use, presence on or at the Premises, or structures of or at the Premises, including any use of a boat/ watercraft or of the water abutting the Premises.
9. City Inspections: The City may, but is not obligated to, inspect any boardwalk, dock, or other structure located on or at the Premises at the commencement of the License (or at any time); and

if any such item is not in a safe condition, in the City's sole discretion, the City shall notify the Licensee, and Licensee shall immediately repair the structure(s) and put the structure(s) in a safe and satisfactory condition as determined by the City in its sole discretion. Failure of Licensee to repair the dock(s) or other structure(s), and to put the same in a safe condition within fifteen (15) days from date of notice of its unsafe condition, shall be cause for the City to cancel this License, and to re-enter into possession of the Premises. Failure to repair the structure(s) shall constitute a material breach of this License. Nothing in this Section 9 shall be construed as creating a duty or obligation, of any kind, on, by, or for the City or to waive the City's entitlement to rely on a defense of governmental immunity to the extent otherwise provided by law.

10. Maintenance: Licensee shall, at all times, keep the Premises free of debris and in a neat, safe, and orderly condition, and keep any structures located thereon in good and safe repair. Licensee agrees not to move, alter or remove any deck or structure(s) now existing or hereafter built on or at the Premises without the prior written consent of the City.
11. No Assignment Without Prior City Approval: Licensee shall not assign or sublicense any portion of the Premises or this License to any other person or party for any purpose without the prior written consent of the City, which approval shall not be unreasonably withheld. Any attempt to so assign or sublicense the Premises to anyone other than Licensee shall automatically render this License null and void unless approved by the City as provided for herein. This Section 11 shall not, however, prevent the renting out of a particular boat slip or dock space.
12. Fire Department and Emergency Use: Licensee understands and agrees that a public fire department, police department, or emergency responders may, in the event of an emergency, use the Premises access to the water or to temporarily place trucks or suction equipment in order to pump water from the Kalamazoo River for fire fighting or rescue purposes. Further, the City may permanently install suction stand pipes to facilitate access to water in the event of an emergency.

Licensee will cooperate fully and promptly with any fire department, police agency, or emergency responders if and when an emergency arises requiring their use of the Premises.

13. Passage of the Public: Licensee may not interfere with the orderly passage of members of the public, along with their personal effects, on any boardwalk which parallels the water, in passage over the Premises to the Kalamazoo River or Kalamazoo Lake or in passage from or to the Premises from adjacent parcels of land; provided, however, that to the extent permitted by law, Licensee's docking privileges contained herein shall be exclusive for the benefit of Licensee during the term of this License.
14. Default: Each of the covenants and requirements of this License are deemed to be material to the satisfactory performance of this License, and a breach or failure of Licensee to perform in accordance with any of the covenants or requirements of this License shall give the City the right to declare a forfeiture of this License, to terminate this License, and to retake possession of the Premises. In case of Licensee's default, or failure to perform any of the covenants contained herein, the City shall give written notice of such default, or failure to perform any of the covenants and requirements contained herein and Licensee shall then have 14 business days from the date the notice is received via certified US Mail, or personally served, to cure the default or comply with any of the covenants not being complied with. If Licensee fails to do so, the City shall have the right to re-enter and retake possession of the Premises and this License shall there upon be immediately terminated. Notice provided for in this section shall be sufficient if mailed by certified US mail to Licensee's address as stated above, or notice is personally served upon Licensee or any of its officers.
15. Termination by the City. The City shall have the right to cancel this License at any time upon thirty (30) days' prior written notice to Licensee if Licensee substantially or materially breaches this License or Licensee endangers the public health or safety with regard to the Premises.

16. Removal of any Boat or Personalty of Licensee. If this License is terminated for any reason (including pursuant to Sections 14 or 15), Licensee must remove any boat, personalty, or other item owned by Licensee (except for structures as provided in Section 5 hereof) from the Premises within ten (10) days. If that does not occur, the City may remove any such item and to bill the costs for removal back to Licensee who will pay and reimburse the City for such amount within ten (10) days.
17. Licensee Takes the Premises “As-Is.” The parties agree to and acknowledge all of the following:
- (a) Licensee takes the Premises “as-is” and in its current condition. The City makes no representations, warranties, or promises regarding the Premises or the ability of Licensee to use the Premises.
  - (b) It is up to Licensee to determine where the underwater/riparian boundary lines are and to ensure that no boat mooring space, boat, or other item is moored, kept, or installed beyond the bottomlands attributable to the Premises or over onto the bottomlands of another private property owner.
  - (c) The City makes no representations, promises, or warranties regarding whether or not permanent or overnight dock mooring, anchoring, or boat slips are allowed on or at the Premises involved pursuant to the common law, Michigan property rights, or otherwise.
18. No Claims or Causes of Action Regarding Adverse Possession, Prescriptive Easement, or Similar Theories.
- (a) Licensee acknowledges and agrees that any prior use by Licensee (or Licensee’s predecessors) of the Premises was done or occurred with permission, and that any future use of the Premises by Licensee will also be deemed permissive. Licensee agrees not to claim any right or assert any cause of action regarding adverse possession, prescriptive easement, acquiescence, or similar legal theory against the City or with regard to the Premises.

- (b) Licensee agrees that the use of any property adjoining the Premises (whether involving dry land or bottomlands of the Kalamazoo River), whether intentional or inadvertent, by Licensee or by Licensee's predecessor or predecessors was done with permission, and Licensee has not claimed (and will not claim hereafter) any adverse possession, prescriptive easement, acquiescence, or other similar right or cause of action (whether on dry land or the bottomlands of the Kalamazoo River) as to any adjoining property regarding the Premises.
19. The Adjoining Boardwalk(s) Shall Remain Open During this License. Any boardwalk, sidewalk, or similar walkway along the waterfront which is located outdoors and on property owned, leased, or controlled by the Licensee near or adjacent to the Premises shall remain open for pedestrians who are members of the general public to walk on while this License is in effect.
20. Property Taxes. Property taxes, if any, which pertain to any of the docks (or related dock items) covered by this License (including the westernmost dock) shall be the sole responsibility of the Licensee, without any reimbursement or offset by or from the City. Any payment due hereunder may be paid by a sublicensee of the Licensee.
21. Amendments: This License contains all of the agreements and understandings of the parties hereto, and shall not be amended or changed in any way, unless any such amendment is done in writing and is signed by the both Licensee and the appropriate City officials on authority of the City Council of Saugatuck.
22. Prior License: Effective January 1, 2023, any and all prior licenses, leases, or other arrangements between the parties hereto covering the Premises are hereby canceled and are for all purposes null and void, and of no further force or effect.
23. Representations of Authority: Licensee represents that it has full authority to enter into this License.



24. Compliance with All Laws: Licensee agrees that Licensee (as well as Licensee’s family and invitees) shall comply with any and all applicable ordinances, laws, and regulations regarding the Premises and any use thereof. Licensee shall not create or permit any nuisance to occur on the Premises.

25. Controlling Law: The laws of Michigan shall control any disputes arising out of the interpretation or operation of this Agreement.

CITY OF SAUGATUCK, City

Dated: \_\_\_\_\_, 2023

By \_\_\_\_\_  
Scott Dean, Mayor

Dated: \_\_\_\_\_, 2023

And by \_\_\_\_\_  
Jamie Wolters, Clerk

[LICENSEE], Licensee

Dated: \_\_\_\_\_, 2023

By \_\_\_\_\_  
\_\_\_\_\_, Licensee

Dated: \_\_\_\_\_, 2023

By \_\_\_\_\_  
\_\_\_\_\_, Licensee



## City Council Agenda Item Report

**FROM:** Ryan Cummins  
**MEETING DATE:** April 24, 2023  
**SUBJECT:** Addition of Ridgeview Lane to Act 51 Map

**DESCRIPTION:**

Act 51 requires that a city or village furnish additional improved streets to the State of Michigan for obtaining public funds for maintenance. The street must be public and used for public street purposes.

During the preparation of the capital improvement plan, it was discovered that Ridgeview Lane was not added to the city's Act 51 map. The City Engineer has prepared the required documents to add Ridgeview Lane to the Act 51 map.

**BUDGET ACTION REQUIRED:**

N/A

**LEGAL REVIEW:**

N/A

**SAMPLE MOTION:**

Motion to approve Resolution 230424-C, authorizing Ridgeview Lane to be added to the City's Act 51 map.

**RESOLUTION 230424-C**  
AUTHORIZING RIDGEVIEW LANE  
TO BE ADDED TO THE CITY'S ACT 51 MAP

At a regular meeting of the City Council of Saugatuck, Michigan, held at the City Hall on \_\_\_\_\_, the following resolution was offered by member \_\_\_\_\_, and supported by member \_\_\_\_\_.

WHEREAS Ridgeview was platted around 2005 and the City subsequently acquired public right of way related to Ridgeview Lane.

AND WHEREAS it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW THEREFORE IT IS RESOLVED:

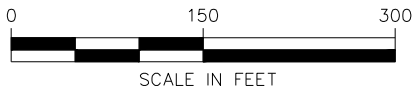
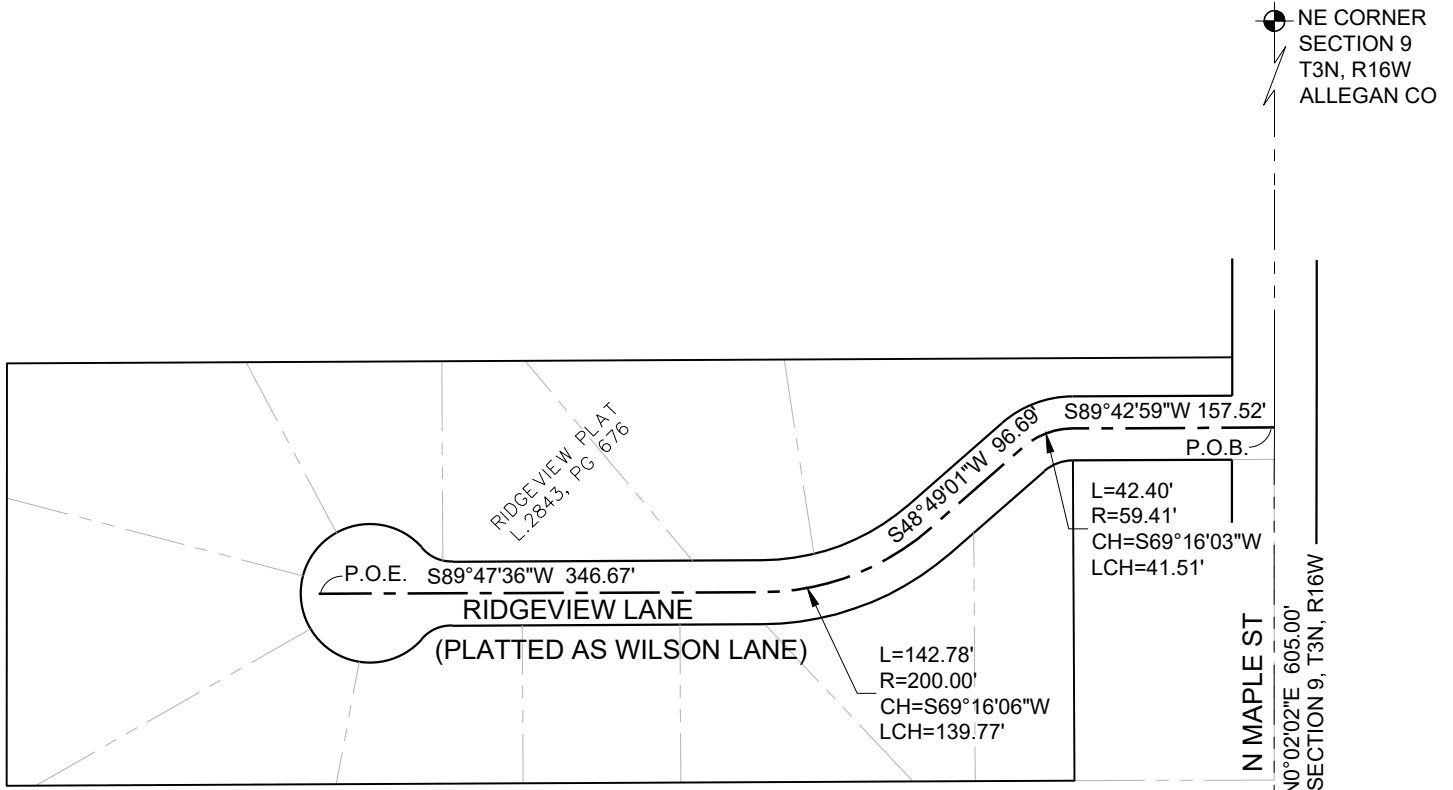
1. That the center line of said street is described as:

Commencing at the east 1/4 corner of Section 9, Town 3 North, Range 16 West, City of Saugatuck, Allegan County; thence N00°02'02"E 605.00 feet along the east line of said section to the point of beginning; thence S89°42'59"W 157.52 feet; thence southwesterly 42.40 feet along a 59.41 foot radius curve to the left the long chord of which bears S69°16'03"W 41.51 feet; thence S48°49'01"W 96.69 feet; thence southwesterly 142.78 feet along a 200.00 foot radius curve to the right the long chord of which bears S69°16'06"W 139.77 feet; thence S89°47'36"W 346.67 feet to the point of ending, length of street being 786 feet

2. That said street is located within a City right-of-way and is under the control of the City of Saugatuck.
3. That said street is a public street and is for public street purposes.
4. That said street is accepted into the municipal street system and is open to the public for public use on or before December 31, 2022.

Resolution duly adopted.

Certified to be a true copy, \_\_\_\_\_.



**DESCRIPTION:**

**PART OF SECTION 9, TOWN 3 NORTH, RANGE 16 WEST, CITY OF SAUGATUCK, ALLEGAN COUNTY MICHIGAN MORE PARTICULARLY DESCRIBED AS:**

**COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION; THENCE N00°02'02\"/>**

DATE: 1/19/2023  
F&V PROJECT NO.  
3187\_35



2960 Lucerne Drive SE  
Grand Rapids, MI 49546  
P: 616.977.1000  
F: 616.977.1005

**SKETCH OF ACT 51  
SECTION 9, T3N, R16W  
ALLEGAN CO, MICHIGAN**

**CITY OF SAUGATUCK  
RIDGEVIEW DRIVE**





## City Council Agenda Item Report

**FROM:** Ryan Cummins

**MEETING DATE:** 4/24/2023

**SUBJECT:** Sidewalk Seating Request – Boardwalk Cafe

**DESCRIPTION:**

Ehran Kara, owner of Boardwalk Café (Boardwalk Café LLC), has submitted the attached application and sketch plan to place seven picnic tables on the public sidewalk adjoining the property. Boardwalk Café has previously placed picnic tables on the sidewalk in this area. Mr. Kara advised the picnic tables will be in place from May through October and serve their customers from 10am to 9pm each day.

Attached is a Revocable License Agreement that would allow for Boardwalk Café to have temporary restaurant seating in the public right-of-way until November 1.

**BUDGET ACTION REQUIRED:**

N/A

**COMMITTEE/COMMISSION REVIEW:**

On March 27, City Council approved continued flexibility and staff discretion for temporary expanded outdoor dining during the 2023 spring/summer/fall tourist season. Mr. Kara understands after November 1, 2023, all city codes, including zoning, will have to be followed.

**LEGAL REVIEW:**

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

**SAMPLE MOTION:**

Motion to **approve/deny** the Revocable License Agreement for temporary restaurant seating in the public right-of-way for Boardwalk Café (Boardwalk Café LLC).

## REVOCABLE LICENSE AGREEMENT

### FOR RESTAURANT SEATING IN THE PUBLIC RIGHT OF WAY

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF SAUGATUCK, (hereinafter "City") a municipal corporation located in Allegan County, Michigan; and Boardwalk Café (Boardwalk Café LLC), (hereinafter "Licensee").

#### **Recitals**

- A. Licensee has leasehold interest in real property located at 311 Water Street, in the City of Saugatuck, further described as PP No. 03-57-300-103-00. A restaurant is operated on the property.
- B. Licensee desires to place 7 picnic tables within and on the public sidewalk adjoining the property, to be utilized in conjunction with the restaurant.
- C. The public sidewalk is under the control and jurisdiction of the City and the City is amenable to granting a revocable license to Licensee for the purposes described herein, subject to the terms of this Agreement.

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

#### **Agreement**

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

ordinances, laws, and regulations governing the same and will keep personal property placed thereon in neat and clean condition, reasonable wear and tear excepted.

4. This Agreement is subject, without limitation, to the following general restrictions:
  - A. The use of the personal property on the Licensed Premises shall not be conducted in such a way as to become a public nuisance; and Licensee's use of the Licensed Premises shall not interfere with traffic or circulation on any adjoining streets, alleys, sidewalks or public open-space areas.
  - B. The Licensee is responsible for maintaining, in a clean and safe condition, the personal property as well as the Licensed Premises.
  - C. The personal property shall only be located in that area expressly designated on Exhibit A.
5. This Agreement shall not authorize the use or placement of any other personal property within or on the Licensed Premises, including, but not limited, to signage, fencing, trash cans, service stations, or features except those items referenced in Recital B above.
6. The Licensee shall hold the City and its officers, employees, and agents harmless from, and defend and indemnify them against, any and all claims or lawsuits seeking recovery for damage or injury, including death, and against any other legal proceedings instituted against any of them, directly or indirectly, arising from the use or placement of the tables and chairs within and on the public sidewalks or from the City's permitting the Licensee to install and maintain such encroachment, regardless of whether the Licensee or any of its officers, employees, or agents are negligent. The obligations of the Licensee under this paragraph shall survive the termination of this Agreement for a period of three years.
7. The license granted by this Agreement shall expire on November 1, 2023. Notwithstanding the foregoing, the license granted by this Agreement shall be revocable at the will of the City, with or without cause, by the City giving Licensee 15 days written notice of intent to revoke. Upon written notice to Licensee, mailed by regular mail to the Licensee at the property Licensee's address of record (PO Box 1121, Saugatuck, MI 49453), Licensee shall forthwith remove the tables and chairs from within the City right-of-way. In the event the license is revoked, neither Licensee nor its successors or assigns shall be entitled to any compensation
8. Any food service shall conform to applicable local, county, state, and federal laws, regulations, licensing requirements, and standards, subject to any limits imposed in this license.
9. The Licensee shall obtain, continuously maintain for the duration of this Agreement, and provide the City prior to execution of this Agreement, and from time to time thereafter, with proof acceptable to the City Manager of commercial general liability



insurance coverage, naming the City as an additional insured party. Such insurance shall have an initial limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Said insurance must contain comprehensive coverage to insure against any and all claims arising out of or attributable to the encroachment of the tables and chairs into the Licensed Premises or other public right-of-way, regardless of whether the Licensee or any of its officers, employees, or agents are negligent in any manner. The certificate of insurance must contain an unqualified guarantee that the City will be provided with 30 days prior written notice of cancellation, termination, non-renewal, or material change in coverage of the insurance policy provided. If the Licensee fails to maintain the required insurance in force, the City may, at its option, obtain such insurance at its own expense and bill the costs of the same to the Licensee, which costs the Licensee agrees to promptly pay.

10. In no event shall the City be responsible for loss or damage to improvements or personal property owned by the Licensee or its invitees or employees and located on the Licensed Premises, which are caused by fire, theft, loss, vandalism or other casualty.
11. The failure of either party to enforce any covenant or condition of this Agreement shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this License. No provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing.
12. Licensee acknowledges and agrees that the City is the owner of the Licensed Premises, that the license granted under this Agreement involves the permission to enter and use property which is a public right of way, that the public's rights are paramount, and that the Licensee's use under this license may not interfere with the public's rights to the reasonable use of the Licensed Premises. Licensee further acknowledges that its use of the Licensed Premises does not constitute any title, claim of right, or other interest in the Licensed Premises.
13. Violations of a term of this Agreement by Licensee shall result in the suspension of Licensee's rights hereunder with 24-hour notice to Licensee.
14. This license is personal with the Licensee and does not run with the land. This license shall not be assigned or transferred in any manner by the Licensee to any other person or business entity. The City, in its sole discretion, may authorize the assignment or transfer of this license to a third party by amendment to this Agreement or by a separate license agreement.

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

CITY OF SAUGATUCK, a municipal corporation

By: \_\_\_\_\_

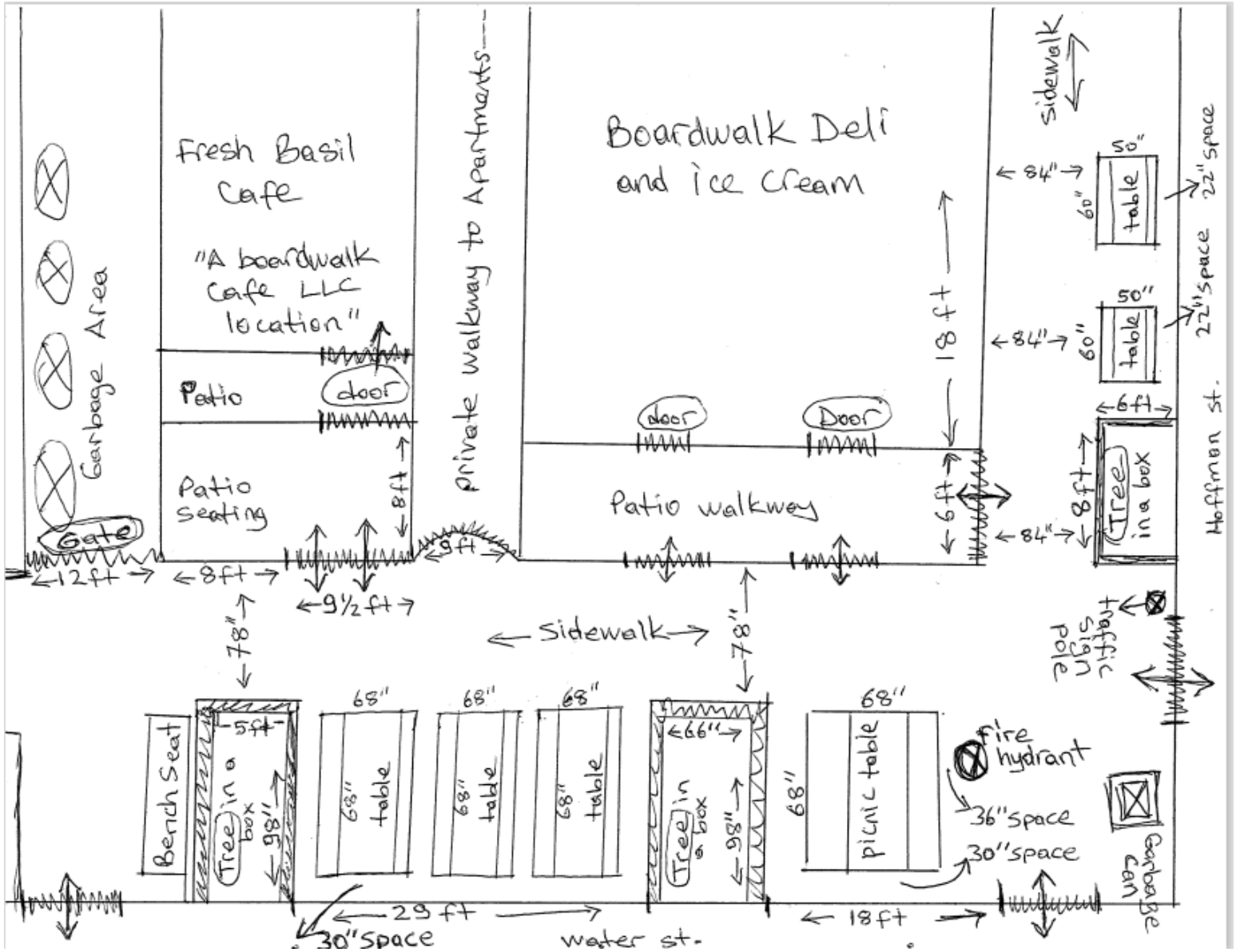
Its: \_\_\_\_\_

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT A



- 1500  
400



*[Handwritten signatures]*

### Temporary Sidewalk Restaurant Seating

**LOCATION INFORMATION** **APPLICATION NUMBER** \_\_\_\_\_ - \_\_\_\_\_

Business Address 311 Water st. Parcel Number \_\_\_\_\_

**APPLICANTS INFORMATION**

Name Erhan Kara Address / PO Box PO box 1121  
City Saugatuck State MI Zip 49453 Phone 269-268 8470  
Interest In Project owner E-Mail erhan-kara@aol.com  
Signature [Signature] Date 4/11/23

**SUBJECT PROPERTY OWNERS INFORMATION (IF DIFFERENT FROM APPLICANTS)**

Name Erhan Kara Address / PO Box 1121  
City Saugatuck State MI Zip 49453 Phone 269-268 8470  
E-Mail erhan.kara@aol.com

I hereby authorize that the applicant as listed above is authorized to make this application for proposed work as my agent and we agree to conform to all applicable laws and regulations of the City of Saugatuck. I additionally grant City of Saugatuck staff or authorized representatives thereof access to the property to inspect conditions, before, during, and after the proposed work is completed.

Signature [Signature] Date 4/11/23

**BUSINESS PROPERTY INFORMATION**

Depth 24 ft Width 77 ft Size 2000 sqft Zoning District Business Current Use Restaurant fast food  
Check all that apply: Waterfront \_\_\_\_\_ Dunes \_\_\_\_\_ Vacant \_\_\_\_\_

**DESCRIPTION (LOCATION OF TABLES, NUMBER OF CHAIRS, HOURS OF OPERATION, DURATION OF OPERATION)**

open May to October, 10am to 9pm everyday. 7 picnic tables placed on the side of the sidewalk; out of the way of walkers.

**STANDARDS AND APPLICATION REQUIREMENTS**

Please submit a scaled drawing showing the following:

- Y N NA
- Scaled drawing showing the location of the proposed seating,
- Sidewalk surface materials Cement paved -
- Adjacent Property lines,
- Curb-line and crosswalks,
- Obstructions including but not limited to trees, tree pits, signs, fire hydrants, benches, or similar features within 25 feet of proposed seating area.

*[Handwritten signature]*







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/12/2023

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

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

<b>PRODUCER</b> Lighthouse, an Alera Group Company 56 Grandville Ave SW, Ste 300  Grand Rapids MI 49503		<b>CONTACT NAME:</b> CL Grand Rapids CT <b>PHONE (A/C, No, Ext):</b> (800) 344-3531 <b>FAX (A/C, No):</b> (616) 455-9489 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Boardwalk Cafe LLC 311 Water Street PO BOX 1121 Saugatuck MI 49453		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Selective Way Insurance Co. <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

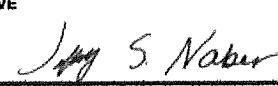
**COVERAGES**                      **CERTIFICATE NUMBER:** MS 23-24                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		S 2553335	04/12/2023	04/12/2024	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

If special provisions apply, endorsements will be attached.

<b>CERTIFICATE HOLDER</b>  City of Saugatuck 102 Butler Street  Saugatuck MI 49453	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
---	---

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/11/2023

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

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

<b>PRODUCER</b> HAZAR INSURANCE 10543 Metropolitan Ave  Kensington MD 20895		<b>CONTACT NAME:</b> Berker Hazar <b>PHONE (A/C, No, Ext):</b> (202) 888-0605 <b>E-MAIL ADDRESS:</b> berker@hazarfinancial.com <b>FAX (A/C, No):</b> (202) 999-4014	
<b>INSURED</b> Boardwalk Cafe LLC 311 Water Street  Saugatuck MI 49453		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Allmerica Financial Benefit NAIC # 41840 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: CL2211315748

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Z2RJ166274	09/22/2022	09/22/2023	EACH OCCURRENCE	\$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

City of Saugatuck is named as additional insured to the policy.

**CERTIFICATE HOLDER**

City of Saugatuck  
 102 Butler St PO Box 86  
  
 Saugatuck MI 49453

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## City Council Agenda Item Report

**FROM:** Ryan Cummins

**MEETING DATE:** 4/24/2023

**SUBJECT:** Sidewalk Seating Request – Siena Cafe

**DESCRIPTION:**

Ehran Kara, owner of Siena Café (Boardwalk Café LLC), has submitted the attached application and sketch plan to place 4 tables (of a size to seat four persons), 2 tables (of a size to seat two persons) and 20 chairs on the public sidewalk adjoining the property. Mr. Kara advised the tables and chairs will be in place from May through October and serve their customers from 8am to 6pm.

Attached is a Revocable License Agreement that would allow for Siena Café to have temporary restaurant seating in the public right-of-way until November 1.

**BUDGET ACTION REQUIRED:**

N/A

**COMMITTEE/COMMISSION REVIEW:**

On March 27, City Council approved continued flexibility and staff discretion for temporary expanded outdoor dining during the 2023 spring/summer/fall tourist season. Mr. Kara understands after November 1, 2023, all city codes, including zoning, will have to be followed.

**LEGAL REVIEW:**

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

**SAMPLE MOTION:**

Motion to **approve/deny** the Revocable License Agreement for temporary restaurant seating in the public right-of-way for Siena Café (Boardwalk Café LLC).



## REVOCABLE LICENSE AGREEMENT

### FOR RESTAURANT SEATING IN THE PUBLIC RIGHT OF WAY

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF SAUGATUCK, (hereinafter “City”) a municipal corporation located in Allegan County, Michigan; and Siena Café (Boardwalk Café LLC), (hereinafter “Licensee”).

#### **Recitals**

- A. Licensee has leasehold interest in real property located at 118 Hoffman Street, in the City of Saugatuck, further described as PP No. 03-57-300-105-00. A restaurant is operated on the property.
- B. Licensee desires to place 4 tables (of a size to seat four persons), 2 tables (of a size to seat two persons) and 20 chairs within and on the public sidewalk adjoining the property, to be utilized in conjunction with the restaurant.
- C. The public sidewalk is under the control and jurisdiction of the City and the City is amenable to granting a revocable license to Licensee for the purposes described herein, subject to the terms of this Agreement.

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

#### **Agreement**

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

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

4. This Agreement is subject, without limitation, to the following general restrictions:
  - A. The use of the personal property on the Licensed Premises shall not be conducted in such a way as to become a public nuisance; and Licensee's use of the Licensed Premises shall not interfere with traffic or circulation on any adjoining streets, alleys, sidewalks or public open-space areas.
  - B. The Licensee is responsible for maintaining, in a clean and safe condition, the personal property as well as the Licensed Premises.
  - C. The personal property shall only be located in that area expressly designated on Exhibit A.
5. This Agreement shall not authorize the use or placement of any other personal property within or on the Licensed Premises, including, but not limited, to signage, fencing, trash cans, service stations, or features except those items referenced in Recital B above.
6. The Licensee shall hold the City and its officers, employees, and agents harmless from, and defend and indemnify them against, any and all claims or lawsuits seeking recovery for damage or injury, including death, and against any other legal proceedings instituted against any of them, directly or indirectly, arising from the use or placement of the tables and chairs within and on the public sidewalks or from the City's permitting the Licensee to install and maintain such encroachment, regardless of whether the Licensee or any of its officers, employees, or agents are negligent. The obligations of the Licensee under this paragraph shall survive the termination of this Agreement for a period of three years.
7. The license granted by this Agreement shall expire on November 1, 2023. Notwithstanding the foregoing, the license granted by this Agreement shall be revocable at the will of the City, with or without cause, by the City giving Licensee 15 days written notice of intent to revoke. Upon written notice to Licensee, mailed by regular mail to the Licensee at the property Licensee's address of record (PO Box 1121, Saugatuck, MI 49453), Licensee shall forthwith remove the tables and chairs from within the City right-of-way. In the event the license is revoked, neither Licensee nor its successors or assigns shall be entitled to any compensation
8. Any food service shall conform to applicable local, county, state, and federal laws, regulations, licensing requirements, and standards, subject to any limits imposed in this license.
9. The Licensee shall obtain, continuously maintain for the duration of this Agreement, and provide the City prior to execution of this Agreement, and from time to time

thereafter, with proof acceptable to the City Manager of commercial general liability insurance coverage, naming the City as an additional insured party. Such insurance shall have an initial limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Said insurance must contain comprehensive coverage to insure against any and all claims arising out of or attributable to the encroachment of the tables and chairs into the Licensed Premises or other public right-of-way, regardless of whether the Licensee or any of its officers, employees, or agents are negligent in any manner. The certificate of insurance must contain an unqualified guarantee that the City will be provided with 30 days prior written notice of cancellation, termination, non-renewal, or material change in coverage of the insurance policy provided. If the Licensee fails to maintain the required insurance in force, the City may, at its option, obtain such insurance at its own expense and bill the costs of the same to the Licensee, which costs the Licensee agrees to promptly pay.

10. In no event shall the City be responsible for loss or damage to improvements or personal property owned by the Licensee or its invitees or employees and located on the Licensed Premises, which are caused by fire, theft, loss, vandalism or other casualty.
11. The failure of either party to enforce any covenant or condition of this Agreement shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this License. No provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing.
12. Licensee acknowledges and agrees that the City is the owner of the Licensed Premises, that the license granted under this Agreement involves the permission to enter and use property which is a public right of way, that the public's rights are paramount, and that the Licensee's use under this license may not interfere with the public's rights to the reasonable use of the Licensed Premises. Licensee further acknowledges that its use of the Licensed Premises does not constitute any title, claim of right, or other interest in the Licensed Premises.
13. Violations of a term of this Agreement by Licensee shall result in the suspension of Licensee's rights hereunder with 24-hour notice to Licensee.
14. This license is personal with the Licensee and does not run with the land. This license shall not be assigned or transferred in any manner by the Licensee to any other person or business entity. The City, in its sole discretion, may authorize the assignment or transfer of this license to a third party by amendment to this Agreement or by a separate license agreement.

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

CITY OF SAUGATUCK, a municipal corporation

By: \_\_\_\_\_

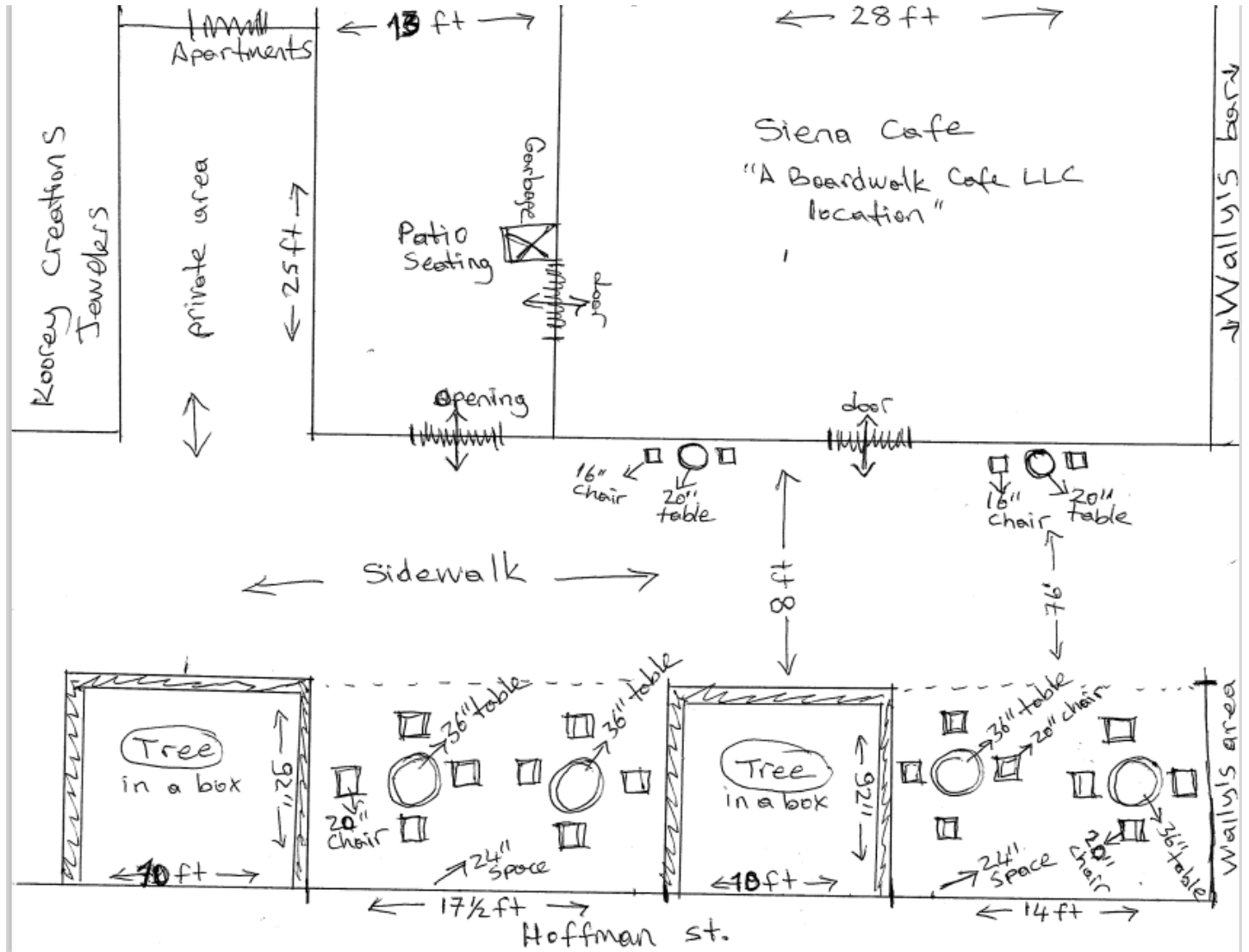
Its: \_\_\_\_\_

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT A





### Temporary Sidewalk Restaurant Seating

**LOCATION INFORMATION** **APPLICATION NUMBER** \_\_\_\_\_ - \_\_\_\_\_

Business Address Sienna Cafe Parcel Number \_\_\_\_\_

**APPLICANTS INFORMATION**

Name Erhan Kara Address / PO Box Po box 1121  
City Saugatuck State MI Zip 49453 Phone 269 268 8470  
Interest In Project owner E-Mail erhan.kara@aol.com  
Signature [Signature] Date 4/13/23

**SUBJECT PROPERTY OWNERS INFORMATION (IF DIFFERENT FROM APPLICANTS)**

Name Erhan Kara Address / PO Box Po box 1121  
City Saugatuck State MI Zip 49453 Phone 269 268 8470  
E-Mail erhan.kara@aol.com

I hereby authorize that the applicant as listed above is authorized to make this application for proposed work as my agent and we agree to conform to all applicable laws and regulations of the City of Saugatuck. I additionally grant City of Saugatuck staff or authorized representatives thereof access to the property to inspect conditions before, during, and after the proposed work is completed.

Signature [Signature] Date 4/13/23

**BUSINESS PROPERTY INFORMATION**

Depth 65 Width 41 Size \_\_\_\_\_ Zoning District \_\_\_\_\_ Current Use Restaurant  
Check all that apply: Waterfront \_\_\_\_\_ Dunes \_\_\_\_\_ Vacant \_\_\_\_\_

**DESCRIPTION (LOCATION OF TABLES, NUMBER OF CHAIRS, HOURS OF OPERATION, DURATION OF OPERATION)**

4 sets of black tables with chairs set on the sidewalk  
2 sets of mini mosaic bistro table sets by the windows.  
open 8 am, close 6 pm.

**STANDARDS AND APPLICATION REQUIREMENTS**

Please submit a scaled drawing showing the following:

Y N NA

- Scaled drawing showing the location of the proposed seating,
- Sidewalk surface materials
- Adjacent Property lines,
- Curb-line and crosswalks,
- Obstructions including but not limited to trees, tree pits, signs, fire hydrants, benches, or similar features within 25 feet of proposed seating area.

Koorey Creations  
Jewelers

private area

Apartment

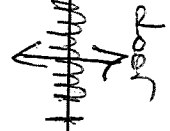
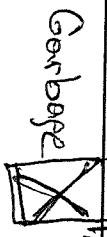
← 25 ft →

← 13 ft →

← 28 ft →

Siena Cafe  
"A Boardwalk Cafe LLC  
location"

Patio  
Seating



opening



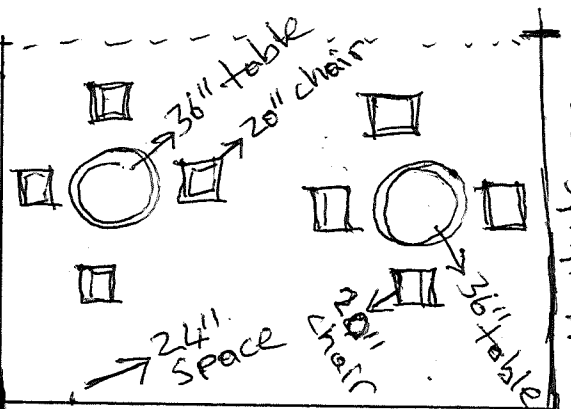
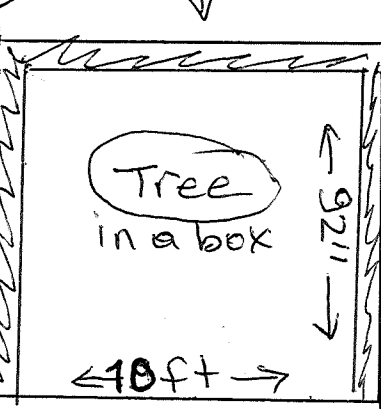
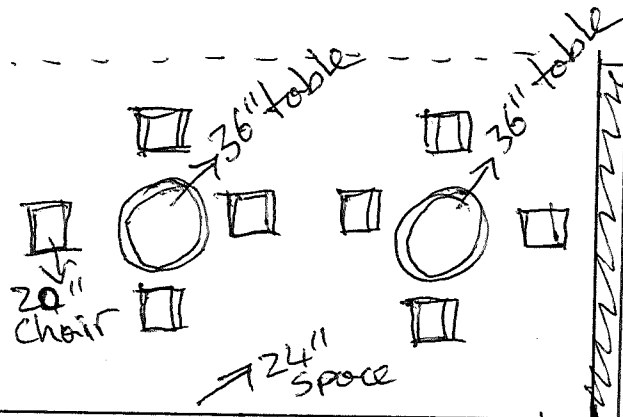
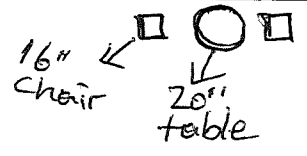
door



← Sidewalk →

↑ 8 ft ↓

← 76 ft →



← 17 1/2 ft →

Hoffman st.

← 14 ft 113 →

Wally's bar

Wally's area





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/11/2023

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

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

<b>PRODUCER</b> HAZAR INSURANCE 10543 Metropolitan Ave  Kensington MD 20895		<b>CONTACT NAME:</b> Berker Hazar <b>PHONE (A/C, No, Ext):</b> (202) 888-0605 <b>FAX (A/C, No):</b> (202) 999-4014 <b>E-MAIL ADDRESS:</b> berker@hazarfinancial.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Allmerica Financial Benefit	<b>NAIC #</b> 41840
<b>INSURED</b>		<b>INSURER B:</b>	
Boardwalk Cafe LLC 118 Hoffman Street  Saugatuck MI 49453		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** CL2211315748                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:			Z2RJ166274	09/22/2022	09/22/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Empl Practices Liab Ins \$ 25,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

City of Saugatuck is named as additional insured to the policy.

### CERTIFICATE HOLDER

City of Saugatuck  
 102 Butler St PO Box 86  
  
 Saugatuck MI 49453

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





**FROM:** Jamie Wolters, City Clerk  
**MEETING DATE:** April 24, 2023  
**SUBJECT:** SCA Right of Way Signage

**DESCRIPTION**

Susan Poolman, on behalf of the Saugatuck Center for the Arts has submitted an application for the installation of 18" x 24" signs for the following dates:

1. Thursdays/Fridays (May 26 - Sept 29)- Outdoor Farmers & Artisans Markets
2. Mondays/Tuesdays (June, July & August)- Outdoor Farmers & Artisans Markets
3. Thursday/Friday (Nov 2 & 3)- Outdoor Winter Eve Market
4. Friday/Saturday (Dec 1 & 2)- Outdoor Holiday Market

The City Council may approve a banner as an exception, as listed in section 150.30(H). The conditions for approval of the exception are as follows:

1. The sign does not create a traffic vision obstruction;
2. The sign does not create a pedestrian traffic obstruction;
3. The sign is compatible with the surroundings and is not uniquely out of character for the community;
4. The sign does not create a situation which could be detrimental to health safety, or welfare; and,
5. The banner shall be displayed for no more than three 14-day periods between January 1 and December 31 of any year.

**BUDGET ACTION REQUIRED**

N/A

**COMMITTEE/COMMISSION REVIEW**

None

**LEGAL REVIEW**

None

**SAMPLE MOTION:**

Motion to approve/deny the request to install 18" x 24" signage within the public right of way for the specified dates included in this cover letter following dates:

1. Thursdays/Fridays from May 26 to Sept 29.
2. Mondays/Tuesdays during June, July & August.
3. Nov 2 & 3.
4. Dec 1 & 2.



## Right of Way Sign Application

### APPLICANTS INFORMATION

APPLICATION NUMBER \_\_\_\_\_ - \_\_\_\_\_

Name Susan Poolman, Mkt Mgr @ SCA Address / PO Box 400 CulverSt  
 City Saugatuck State MI Zip 49453 Phone 2698572399  
 E-Mail market@sc4a.org  
 Signature *Susan L. Poolman* Date 02/23/2023

### SIGN DESCRIPTION (ATTACH MORE SHEETS IF NECESSARY)

Type: Number of Yard Signs 12 Number of Banners     
 Dates to be displayed Thursdays/Fridays (May 26th - Sept 29) and Mondays/Tuesdays (June, July & August)  
 Further Comments: Outdoor Farmers & Artisans Mkt at SCA.  
Signs are 18" x 24" and will be secured with the metal stakes typical for yard signs  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### PLEASE INCLUDE THE FOLLOWING INFORMATION

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

Y N NA

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

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

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



117  Corner of  
B5H + Lake





## Right of Way Sign Application

### APPLICANTS INFORMATION

APPLICATION NUMBER \_\_\_\_\_ - \_\_\_\_\_

Name Susan Poolman, Mkt Mgr @ SCA Address / PO Box 400 CulverSt  
 City Saugatuck State MI Zip 49453 Phone 2698572399  
 E-Mail market@sc4a.org  
 Signature *Susan L. Poolman* Date 02/23/2023

### SIGN DESCRIPTION (ATTACH MORE SHEETS IF NECESSARY)

Type: Number of Yard Signs 12 Number of Banners     
 Dates to be displayed Thursday/Friday (Nov 2nd & 3rd)  
 Further Comments: \_\_\_\_\_  
Outdoor Winters Eve Mkt at SCA.  
Signs are 18" x 24" and will be secured with the metal stakes typical for yard signs  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### PLEASE INCLUDE THE FOLLOWING INFORMATION

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

Y N NA

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

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

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



Main St



The Mitten Brewing Company



Uncommon Coffee Roasters

Hoffman St

Hoffman St

Hoffm

Coral Gables



Marston St

Griffin St

Mason

Marro's Italian

Saugatuck Center for the Arts

GROW Café + Bistrot



Culver St



Culver St



Coghlin Park

Google

Kalam

119 *Corner of B5H + Lake*





## Right of Way Sign Application

### APPLICANTS INFORMATION

APPLICATION NUMBER \_\_\_\_\_ - \_\_\_\_\_

Name Susan Poolman, Mkt Mgr @ SCA Address / PO Box 400 CulverSt  
 City Saugatuck State MI Zip 49453 Phone 2698572399  
 E-Mail market@sc4a.org  
 Signature *Susan L. Poolman* Date 02/23/2023

### SIGN DESCRIPTION (ATTACH MORE SHEETS IF NECESSARY)

Type: Number of Yard Signs 12 Number of Banners     
 Dates to be displayed Friday/Saturday (Dec 1st & 2nd)  
 Further Comments: Outdoor Holiday Mkt at SCA.  
Signs are 18" x 24" and will be secured with the metal stakes typical for yard signs  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### PLEASE INCLUDE THE FOLLOWING INFORMATION

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

Y N NA

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

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

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



★  
121 Corner of  
B5H + Lake



**FROM:** Jamie Wolters, City Clerk  
**MEETING DATE:** April 24, 2023  
**SUBJECT:** Banner at the Pallet sign for plant sale

**DESCRIPTION**

Janet Ryskamp, on behalf of the Saugatuck Douglas Garden Club has submitted an application for the installation of a banner on the Pallet Sign from July 8 through July 15, 2023.

The City Council may approve a banner as an exception, as listed in section 150.30(H). The conditions for approval of the exception are as follows:

1. The sign does not create a traffic vision obstruction;
2. The sign does not create a pedestrian traffic obstruction;
3. The sign is compatible with the surroundings and is not uniquely out of character for the community;
4. The sign does not create a situation which could be detrimental to health safety, or welfare; and,
5. The banner shall be displayed for no more than three 14-day periods between January 1 and December 31 of any year.

**BUDGET ACTION REQUIRED**

N/A

**COMMITTEE/COMMISSION REVIEW**

None

**LEGAL REVIEW**

None

**SAMPLE MOTION:**

Motion to approve/deny the request to install a banner to promote the Saugatuck Douglas Garden Club plant sale within the public right of way from July 8, 2023 through July 15, 2023.



2023



### Right of Way Sign Application

**APPLICANTS INFORMATION** **APPLICATION NUMBER** \_\_\_\_\_ - \_\_\_\_\_

Name Saugatuck Douglas Garden Club Address / PO Box % JANET RYSKAMP - 1572 Leon Rd.  
 City FENNVILLE State Mi Zip 49408 Phone 269-760-4259  
 E-Mail JJ RYSKAMP@YAHOO.COM  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

**SIGN DESCRIPTION (ATTACH MORE SHEETS IF NECESSARY)**

Type: Number of Yard Signs 2 Number of Banners 1

Dates to be displayed 7-15-23 (one week prior or 7-8-23)

Further Comments: \_\_\_\_\_  
 \_\_\_\_\_  
JUST the 3'x8' BANNER ON THE  
PALLET SIGN  
 \_\_\_\_\_  
 \_\_\_\_\_

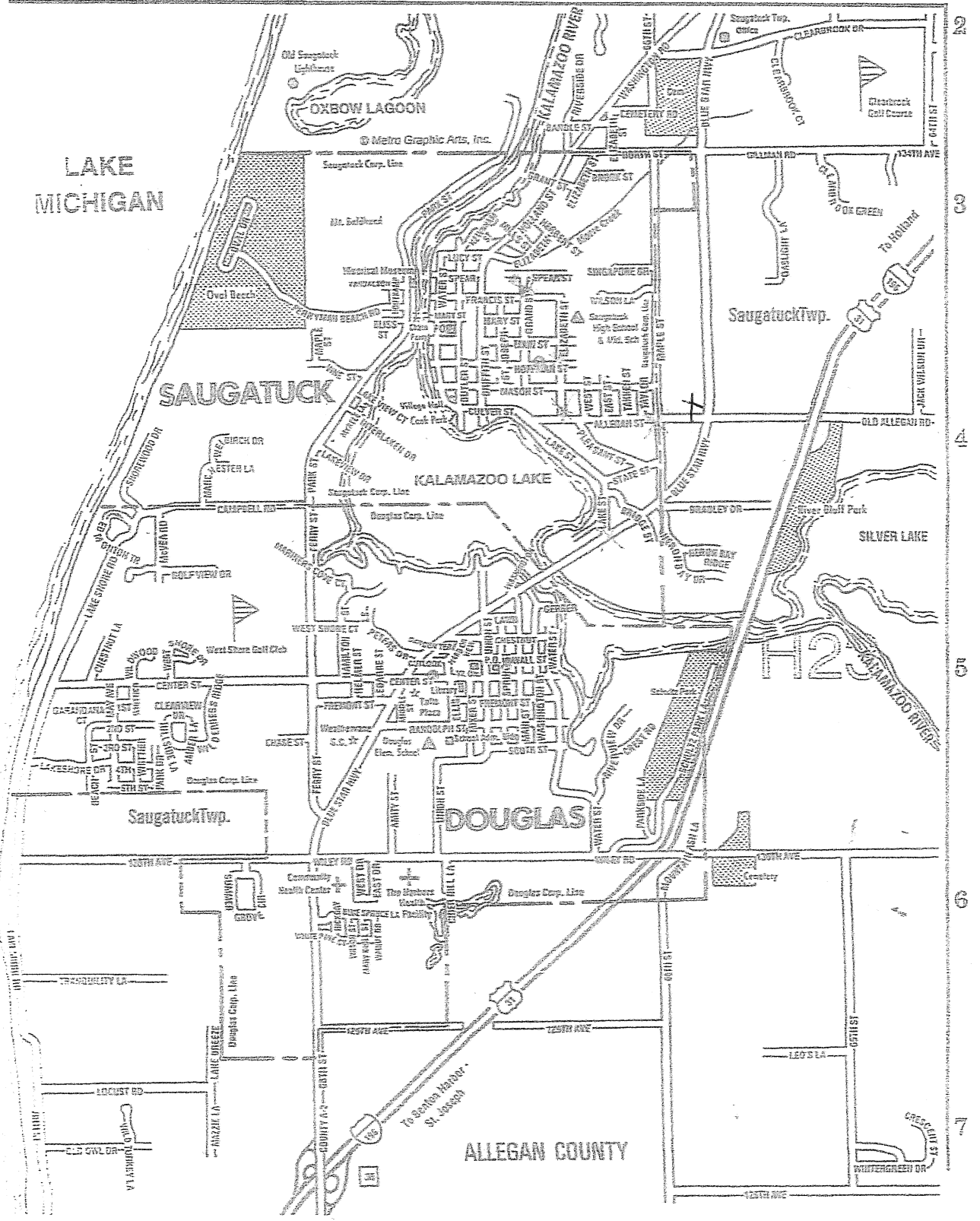
**PLEASE INCLUDE THE FOLLOWING INFORMATION**

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

- | Y                                   | N                        | NA                       |   |
|-------------------------------------|--------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Dimensions and type of each proposed sign <u>18" x 24" - 3' x 8' banner</u>   |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | Map showing the location of each sign <u>Banner on pallet sign</u>            |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | Explanation of how each sign will be attached and secured <u>METAL STAKES</u> |

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

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





City Council Agenda Item Report

**FROM:** Jamie Wolters  
**MEETING DATE:** April 24, 2023  
**SUBJECT:** Special Event-Community Pride Car Parade

**DESCRIPTION:**

The proposed Community Pride Car Parade is to be held on June 3th, 2023. See attached application and break down of event below. .

**BREAKDOWN OF EVENT:**

Date: June 3

Time: 11:00am

75 cars to travel from Saugatuck High School through downtown via Butler Street and existing town to Blue Star Highway.

**BUDGET ACTION REQUIRED:**

N/A

**LEGAL REVIEW:**

N/A

**SAMPLE MOTION:**

Motion to approve/deny the Community Pride Car Parade to take place on June 3<sup>th</sup>.



<b>Council Action</b>
_____ Approved
_____ Denied
_____ Date

102 Butler Street • P.O. Box 86 • Saugatuck, MI 49453  
 Phone: 269-857-2603 • Website: [www.saugatuckcity.com](http://www.saugatuckcity.com)

### SPECIAL EVENT & PARADE APPLICATION

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

#### SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: Community Pride Mi TELEPHONE: 269-857-8142  
 MAILING ADDRESS: PO Box 437, Douglas, Mi 49406  
 CONTACT NAME: Neal Seabert TELEPHONE: 269-857-8142  
 E-MAIL ADDRESS: DDBear60@gmail.com CELL PHONE: 269-857-8142

#### CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: Neal Seabert TELEPHONE: 269-857-8142  
 E-MAIL ADDRESS: DD BEAR 60@gmail.com CELL PHONE: 269-857-8142

#### EVENT INFORMATION

NAME OF EVENT: Caravan DATE(S) OF EVENT: June 3<sup>rd</sup>  
 PURPOSE OF EVENT: Kick off of Community Pride RAIN DATE: NONE

- |  |  |  |                                       |
|--|--|--|---------------------------------------|
| <input checked="" type="checkbox"/> Non-Profit | <input type="checkbox"/> For-Profit    | <input type="checkbox"/> City Operated/Sponsored | <input type="checkbox"/> Co-Sponsored |
| <input type="checkbox"/> Marathon/Race         | <input type="checkbox"/> Festival/Fair | <input type="checkbox"/> Video/Film Production   | <input type="checkbox"/> Other _____  |

EVENT LOCATION: PARADE from High School to Douglas EVENT HOURS: 11AM

ESTIMATED NUMBER OF ATTENDEES: 75 cars

ESTIMATED NUMBER OF VOLUNTEERS: 10

ESTIMATE DATE / TIME FOR SET-UP: 10:30 11  A.M.  P.M.

ESTIMATE DATE / TIME FOR CLEAN-UP: 11:30 12  A.M.  P.M.



## EVENT DETAILS

WILL MUSIC BE PROVIDED DURING THIS EVENT:  Yes  No

TYPE OF MUSIC PROPOSED:  Live  Amplification  Recorded  Loudspeakers

PROPOSED TIME MUSIC WILL BEGIN: \_\_\_\_\_ END: \_\_\_\_\_

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

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

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

---

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

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

- "YARD" SIGNS** - Number requested: 10 (Maximum size is 2' x 2'. Cannot be displayed no more than 15 days prior to first day of event and must be removed 24 hours after end of event.)
- BANNER UNDER SAUGATUCK PALETTE SIGN** - (Size cannot be greater than 14' x 4'). Cannot be displayed more than 15 days prior to first day of event and must be removed 24 hours after end of event.)
- SIGNAGE AT EVENT SITE** - Location(s): \_\_\_\_\_  
Description of signs: \_\_\_\_\_  
(Signs at event site cannot be displayed prior to day of the event and must removed at the end of the event.)

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

- BOOTHS – QUANTITY** \_\_\_\_\_  **TENTS – QUANTITY** \_\_\_\_\_
- AWNINGS – QUANTITY** \_\_\_\_\_  **TABLES – QUANTITY** \_\_\_\_\_
- PORTABLE TOILETS – QUANTITY** \_\_\_\_\_

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

If yes, where do you propose your vendors park? \_\_\_\_\_

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

**DEPARTMENT OF PUBLIC WORKS**

APPROVED  DENIED

\_\_\_\_\_  
Authorized Personnel Signature

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

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

**POLICE DEPARTMENT**

APPROVED  DENIED

\_\_\_\_\_  
Authorized Personnel Signature

ADDITIONAL OFFICERS REQUIRED?  Yes  No

If yes please describe & include times Sherrif to drove as lead car to Bridge

Other (describe): \_\_\_\_\_

**SAUGATUCK TOWNSHIP FIRE DISTRICT**

APPROVED  DENIED

\_\_\_\_\_  
Authorized Personnel Signature

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

Street closure date/time: 10:45 11:30  A.M.  P.M.

Street re-open date/time: 11:30 AM 12:00  A.M.  P.M.

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

Describe Sidewalk Use: \_\_\_\_\_

Sidewalk closure date/time: \_\_\_\_\_  A.M.  P.M.

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

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

Parking Lot Location: \_\_\_\_\_

Sidewalk closure date/time: \_\_\_\_\_  A.M.  P.M.

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

What parking arrangements are proposed to accommodate potential attendance: \_\_\_\_\_

## APPLICATION CHECK LIST

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

If document is missing, please explain: \_\_\_\_\_

The applicant and sponsoring organization understand and agrees to:

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

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

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

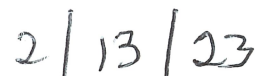
Applicant understands that he/she is responsible for contacting the Michigan Liquor Control Commission and/or Allegan County Health Department to secure all permits required for this event.

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

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



Applicant Signature

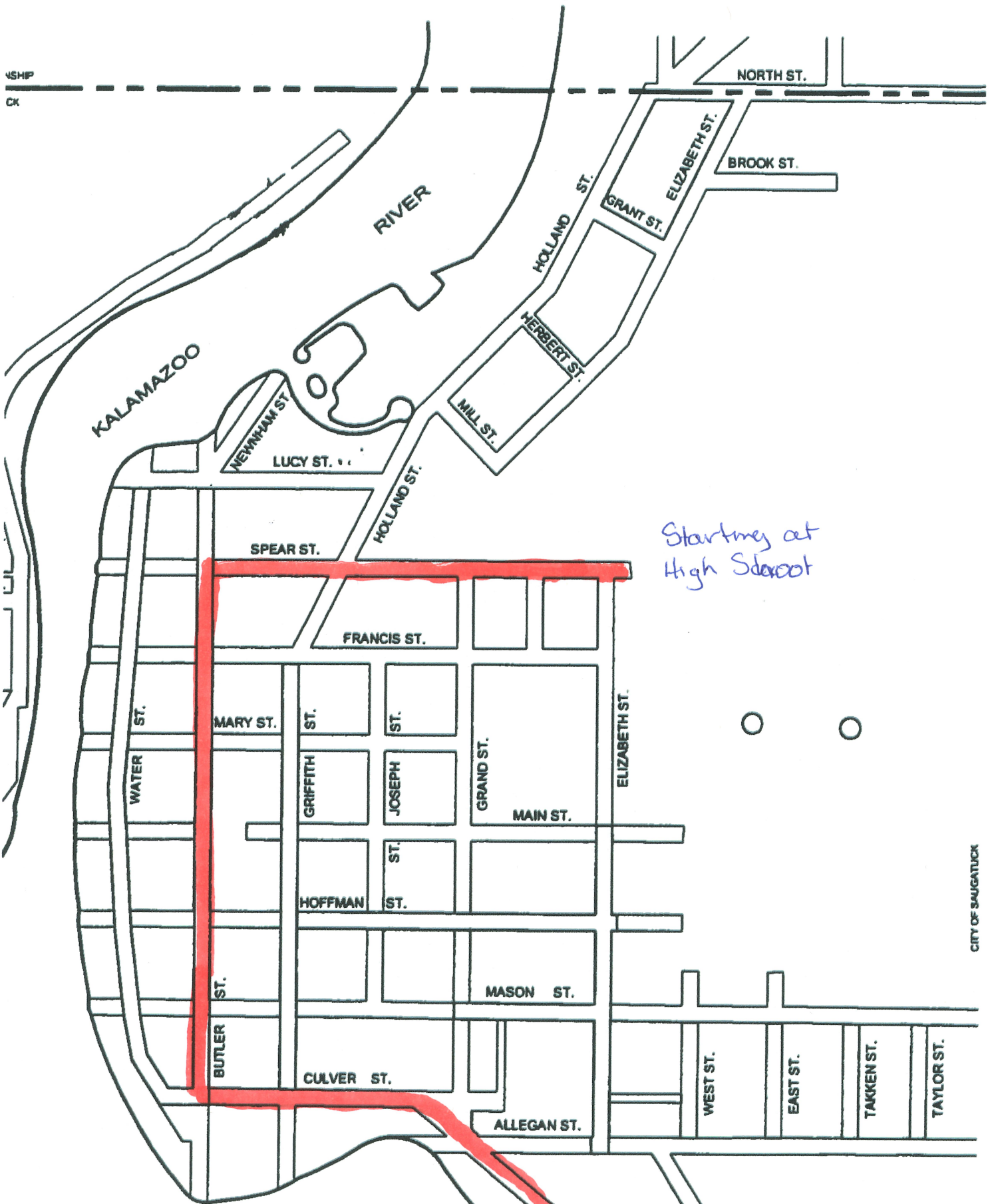


Date



# Downtown Street / Sidewalk Closure(s)

MSHP  
CK



Starting at  
High Street

To Bridge BL130\*

CITY OF SAUGATUCK



## Jamie Wolters

---

**From:** Greg Janik <gjanik@saugatuckfire.org>  
**Sent:** Thursday, April 13, 2023 4:53 PM  
**To:** Jamie Wolters; Mike Betts; Michelle Green; Scott Herbert; Brett Ensfield  
**Subject:** RE: Community Car Parade

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Special Events

Jamie:

We support.

Thanks,  
Greg

*Greg Janik*

Fire Chief/Fire Marshal  
3342 Blue Star Highway  
Saugatuck, MI 49453

Phone: 269 857-3000

E-mail : [gjanik@saugatuckfire.org](mailto:gjanik@saugatuckfire.org)



**CONFIDENTIALITY NOTICE:** *The information contained in this e-mail message and any attachment(s) may contain confidential information that is legally privileged and exempt from disclosure under applicable law, and is intended only for the confidential use of the intended recipient(s). If the reader of this e-mail message is not the intended recipient or the employee agent responsible for delivering it to the intended recipient, any dissemination, distribution, copying or action taken in reliance on the content of this e-mail message or any attachment(s) is strictly prohibited. If this e-mail has been received in error, please notify me immediately via e-mail at [gjanik@saugatuckfire.org](mailto:gjanik@saugatuckfire.org) and delete or otherwise destroy the original message, any attachment(s) and copies.*

---

**From:** Jamie Wolters <Jwolters@saugatuckcity.com>

**Sent:** Thursday, April 13, 2023 3:38 PM

**To:** Greg Janik <gjanik@saugatuckfire.org>; Mike Betts <mbetts@saugatuckfire.org>; Michelle Green <mgreen@saugatuckfire.org>; Scott Herbert <scott@saugatuckcity.com>; Brett Ensfield <bensfield@allegancounty.org>

**Subject:** Community Car Parade

Hello,

We have the special event application for the Annual Community Pride car parade. As in years past, there has been no road closure and one sheriff assistance. I don't think we need to se up a meeting, we approved this via email last year.

Captain Ensfield would your staff being okay with supplying one car as lead car to the bridge as noted on page three? Was this the same as last year or did you stage a car at Lake/Blue Star?

Thank You all,

*Jamie Wolters*

City Clerk

City of Saugatuck

O: 269.857.2603

F: 269.857.4406



## Jamie Wolters

---

**From:** Brett Ensfield <BEnsfield@ALLEGANCOUNTY.ORG>  
**Sent:** Thursday, April 13, 2023 4:20 PM  
**To:** Jamie Wolters; Greg Janik; Mike Betts; Michelle Green (mgreen@saugatuckfire.org); Scott Herbert  
**Subject:** Re: Community Car Parade

Yes we can do it

Sent via the Samsung Galaxy S23+ 5G, an AT&T 5G smartphone  
Get [Outlook for Android](#)

---

**From:** Jamie Wolters <Jwolters@saugatuckcity.com>  
**Sent:** Thursday, April 13, 2023 3:38:00 PM  
**To:** Greg Janik <gjanik@saugatuckfire.org>; Mike Betts <mbetts@saugatuckfire.org>; Michelle Green (mgreen@saugatuckfire.org) <mgreen@saugatuckfire.org>; Scott Herbert <scott@saugatuckcity.com>; Brett Ensfield <BEnsfield@ALLEGANCOUNTY.ORG>  
**Subject:** Community Car Parade

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

We have the special event application for the Annual Community Pride car parade. As in years past, there has been no road closure and one sheriff assistance. I don't think we need to se up a meeting, we approved this via email last year.

Captain Ensfield would your staff being okay with supplying one car as lead car to the bridge as noted on page three? Was this the same as last year or did you stage a car at Lake/Blue Star?

Thank You all,

*Jamie Wolters*

City Clerk

City of Saugatuck

O: 269.857.2603

F: 269.857.4406



## Jamie Wolters

---

**From:** Scott Herbert  
**Sent:** Friday, April 14, 2023 1:21 PM  
**To:** Jamie Wolters  
**Subject:** RE: Community Car Parade

Thank you, Jamie. This has DPW approval.

Best,

**Scott Herbert**  
**Public Works Supt.**  
**City of Saugatuck**  
**(269) 857-2558**

---

**From:** Jamie Wolters <Jwolters@saugatuckcity.com>  
**Sent:** Thursday, April 13, 2023 3:38 PM  
**To:** Greg Janik <gjanik@saugatuckfire.org>; Mike Betts <mbetts@saugatuckfire.org>; Michelle Green (mgreen@saugatuckfire.org) <mgreen@saugatuckfire.org>; Scott Herbert <scott@saugatuckcity.com>; Brett Ensfield <bensfield@allegancounty.org>  
**Subject:** Community Car Parade

Hello,

We have the special event application for the Annual Community Pride car parade. As in years past, there has been no road closure and one sheriff assistance. I don't think we need to se up a meeting, we approved this via email last year.

Captain Ensfield would your staff being okay with supplying one car as lead car to the bridge as noted on page three? Was this the same as last year or did you stage a car at Lake/Blue Star?

Thank You all,

*Jamie Wolters*

City Clerk

City of Saugatuck

O: 269.857.2603

F: 269.857.4406





City Council Agenda Item Report

**FROM:** Jamie Wolters  
**MEETING DATE:** April 24, 2023  
**SUBJECT:** Special Event-Memorial Day Parade

**DESCRIPTION:**

The proposed Memorial Day Parade is to be held on May 29, 2023. See attached application.

**BREAKDOWN OF EVENT:**

Date: May 29

Time: 9:00am

Route finalized at safety meeting held on 4-20-23 and approved by Fire, Police, DPW and City Staff, see attached map.

**BUDGET ACTION REQUIRED:**

N/A

**LEGAL REVIEW:**

N/A

**SAMPLE MOTION:**

Motion to approve/deny the Memorial Day Parade to take place on May 29<sup>th</sup> organized by The American Legion.



<b>Council Action</b>
_____ Approved
_____ Denied
_____ Date

102 Butler Street • P.O. Box 86 • Saugatuck, MI 49453  
Phone: 269-857-2603 • Website: [www.saugatuckcity.com](http://www.saugatuckcity.com)

## SPECIAL EVENT & PARADE APPLICATION

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

### SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: The American Legion TELEPHONE: 616 218 7278  
MAILING ADDRESS: Box 596 Saugatuck MI 49453  
CONTACT NAME: Robert Boyce TELEPHONE: \_\_\_\_\_  
E-MAIL ADDRESS: robert857@icloud.com CELL PHONE: 616 218 7278

### CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: Robert Boyce TELEPHONE: \_\_\_\_\_  
E-MAIL ADDRESS: robert857@icloud.com CELL PHONE: 616 218 7278

### EVENT INFORMATION

NAME OF EVENT: MEMORIAL DAY DATE(S) OF EVENT: MAY 29  
PURPOSE OF EVENT: MEMORIAL DAY RAIN DATE: \_\_\_\_\_

- |  |  |   |                                       |
|--|--|---|---------------------------------------|
| <input type="checkbox"/> Non-Profit    | <input type="checkbox"/> For-Profit    | <input checked="" type="checkbox"/> City Operated/Sponsored | <input type="checkbox"/> Co-Sponsored |
| <input type="checkbox"/> Marathon/Race | <input type="checkbox"/> Festival/Fair | <input type="checkbox"/> Video/Film Production              | <input type="checkbox"/> Other _____  |

EVENT LOCATION: MEMORIAL PARK EVENT HOURS: 3

ESTIMATED NUMBER OF ATTENDEES: 200

ESTIMATED NUMBER OF VOLUNTEERS: 20

ESTIMATE DATE / TIME FOR SET-UP: ~~8:00~~ MAY 29 9:00  A.M.  P.M.

ESTIMATE DATE / TIME FOR CLEAN-UP: MAY 29 11:00  A.M.  P.M.



**EVENT DETAILS**

WILL MUSIC BE PROVIDED DURING THIS EVENT:  Yes  No

TYPE OF MUSIC PROPOSED:  Live  Amplification  Recorded  Loudspeakers

PROPOSED TIME MUSIC WILL BEGIN: \_\_\_\_\_ END: \_\_\_\_\_

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

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

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

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

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

- "YARD" SIGNS** - Number requested: \_\_\_\_ (Maximum size is 2' x2'. Cannot be displayed no more than 15 days prior to first day of event and must be removed 24 hours after end of event.)
- BANNER UNDER SAUGATUCK PALETTE SIGN** - (Size cannot be greater than 14' x 4'). Cannot be displayed more than 15 days prior to first day of event and must be removed 24 hours after end of event.)
- SIGNAGE AT EVENT SITE** - Location(s): \_\_\_\_\_  
Description of signs: \_\_\_\_\_  
(Signs at event site cannot be displayed prior to day of the event and must removed at the end of the event.)

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

- BOOTHS – QUANTITY** \_\_\_\_\_
- TENTS – QUANTITY** \_\_\_\_\_
- AWNINGS – QUANTITY** \_\_\_\_\_
- TABLES – QUANTITY** \_\_\_\_\_
- PORTABLE TOILETS – QUANTITY** \_\_\_\_\_

**VENDOR PARKING:** Have you made arrangement for vendor parking?  Yes  No  
If yes, where do you propose your vendors park? \_\_\_\_\_

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

**DEPARTMENT OF PUBLIC WORKS**

APPROVED  DENIED

\_\_\_\_\_  
*Authorized Personnel Signature*

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

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

**POLICE DEPARTMENT**

APPROVED  DENIED

\_\_\_\_\_  
*Authorized Personnel Signature*

ADDITIONAL OFFICERS REQUIRED?  Yes  No

If yes please describe & include times \_\_\_\_\_

Other (describe): \_\_\_\_\_

**SAUGATUCK TOWNSHIP FIRE DISTRICT**

APPROVED  DENIED

\_\_\_\_\_  
*Authorized Personnel Signature*

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

Street closure date/time: \_\_\_\_\_  A.M.  P.M.

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

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

Describe Sidewalk Use: \_\_\_\_\_

Sidewalk closure date/time: \_\_\_\_\_  A.M.  P.M.

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

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

Parking Lot Location: \_\_\_\_\_

Sidewalk closure date/time: \_\_\_\_\_  A.M.  P.M.

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

What parking arrangements are proposed to accommodate potential attendance: \_\_\_\_\_

## APPLICATION CHECK LIST

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

If document is missing, please explain: \_\_\_\_\_

The applicant and sponsoring organization understand and agrees to:

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

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

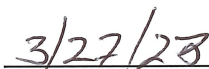
Applicant and sponsoring organization further understands the approval of this special event may include additional requirements and/or limitations based on the City's review of this application. The applicant and sponsoring organization understands that it may be necessary to meet with City staff during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

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

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

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

  
Applicant Signature

  
Date



# Downtown Street / Sidewalk Closure(s)

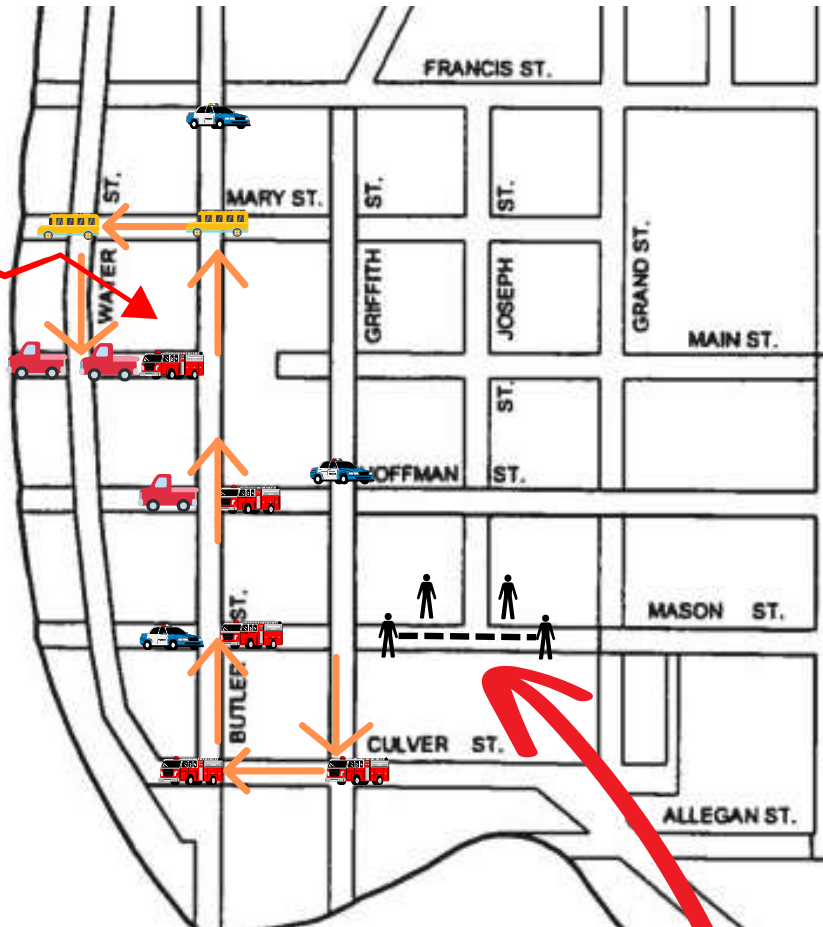
NSHP  
CK



CITY OF SAUGATUCK

# Memorial Day Parade

Parade End



----- Staging Area

 Fire Volunteer Vehicles

 Police Volunteer Vehicles

 DPW Vehicles

 Organizer Volunteer Vehicles

Police vehicle will lead parade

Parade Start



## City Council Agenda Item Report

**FROM:** Jamie Wolters  
**MEETING DATE:** April 24, 2023  
**SUBJECT:** Local Governmental Unit Approval for Social District Permit

**DESCRIPTION:**

A qualified licensee that wishes to apply for a Social District Permit must first obtain approval from the governing body of the local governmental unit where the licensee is located and for which the local governmental unit has designated a social district with a commons area that is clearly marked and shared by and contiguous to the licensed premises of at least two (2) qualified licensees, pursuant to MCL 436.1551. Mermaid Business Inc. at 360 Water St. has requested approval to be added to the City of Saugatuck Social District.

Resolution No. 220411-A establishing the Social District and Commons Area in the City of Saugatuck and Approving a Social District Plan is attached for reference along with the map of the City of Saugatuck Social District.

**BUDGET ACTION REQUIRED:**

N/A

**COMMITTEE/COMMISSION REVIEW:**

N/A

**LEGAL REVIEW:**

N/A

**SAMPLE MOTION:**

Motion to **approve/deny** Resolution 230424-B adding Mermaid Business, LLC to the City of Saugatuck Social District.





Local Governmental Unit Approval For Social District Permit

Instructions for Governing Body of Local Governmental Unit:

A qualified licensee that wishes to apply for a Social District Permit must first obtain approval from the governing body of the local governmental unit where the licensee is located and for which the local governmental unit has designated a social district with a commons area that is clearly marked and shared by and contiguous to the licensed premises of at least two (2) qualified licensees, pursuant to MCL 436.1551. Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered. Resolution 230424-B

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

called to order by Mayor Dean on April 24, 2023 at 7:00pm
(date) (time)

the following resolution was offered:

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

that the application from Mermaid Business, LLC
(name of licensee - if a corporation or limited liability company, please state the company name)

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

Michigan Liquor Control Commission.

If not recommended, state the reason: \_\_\_\_\_

Vote

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the City of Saugatuck
council/board at a Regular meeting held on April 24, 2023.
(regular or special) (date)

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

Jamie Wolters
Print Name of Clerk Signature of Clerk Date

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





# STATE OF MICHIGAN - LIQUOR CONTROL COMMISSION

This is to certify that a License is hereby granted to the person(s) named with the stipulation that the licensee is in compliance with Commission Rule R 436.1003, which states that a licensee shall comply with all state and local building, plumbing, zoning sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcement officials who have jurisdiction over the licensee. Issuance of this license by the Michigan Liquor Control Commission does not waive this requirement. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

Department of Licensing  
and Regulatory Affairs

This License is granted in accordance with the provisions of Act 58 of the Public Acts of 1998 and shall continue in force for the period designated unless suspended, revoked, or declared null and void by the Michigan Liquor Control Commission. Failure to comply with all laws and rules may result in the revocation of this license.

**THIS LICENSE SUPERSEDES ANY AND ALL OTHER LICENSES ISSUED PRIOR TO APRIL 4, 2022**

**BUSINESS ID: 243347**

FILE NUMBER: G21532

**MERMAID BUSINESS LLC**

**D/B/A THE MERMAID BAR & GRILL**

360 WATER ST, UNIT 1-6 AND 12  
SAUGATUCK, MI 49453-8431

ALLEGAN COUNTY  
G-31  
SAUGATUCK CITY

IN WITNESS WHEREOF,  
this License has been duly signed  
and sealed by both the Michigan  
Liquor Control Commission and the  
Licensee(s).

LIQUOR CONTROL COMMISSION

LICENSE #  
L-000264124

LICENSE:  
Resort Class C

ACT:  
MCL 436.1531(2)

L-000264125

Specially Designated Merchant

TOTAL BARS: 1

OUTDOOR SERVICE AREA: 4

ROOMS:

DIRECT-CONNECTIONS: 1

PASSENGERS:

### PERMIT

Additional Bar(1), Direct Connection(1), Sunday Sales (PM):Class C- Spirits & Mixed Spirit Drink,  
Sunday Sales (AM), Dance, Outdoor Service Area(1), Catering, Outdoor Service Area(3)

*Pat Ogheid*  
*Demetrius*  
*Gerald A. Kashner*  
*Ed Clavett*  
*B. Cooper*

LICENSEE(S) SIGNATURE(S)

**2022**  
**2023**

**LICENSE EFFECTIVE MAY 1, 2022 - EXPIRES APRIL 30, 2023**





## STATE OF MICHIGAN - LIQUOR CONTROL COMMISSION

This to certify that this establishment is licensed for the sale of beer, wine, and spirits for the consumption on the premises and has the number of bars indicated at which beer, wine, and spirits are to be sold to customers, served to customers, or consumed by customers, and has also paid the required statutory fee.

# ADDITIONAL BAR PERMIT

Authorized by Administrative Rule R 436.1023(3)

**THIS IS NOT A LICENSE**

**BUSINESS ID:** 243347  
**MERMAID BUSINESS LLC**

**PERMIT #:**  
20-1556 - 1

THE MERMAID BAR & GRILL

**LICENSE #:**  
Class C L-000264124  
**MERMAID BUSINESS LLC**

360 WATER ST, UNIT 1-6 AND 12  
SAUGATUCK, MI 49453-8431

1

This Permit Expires On The Same Date As The License Expires

# 2022-2023



## City Council Agenda Item Report

**FROM:** Jamie Wolters  
**MEETING DATE:** April 24, 2023  
**SUBJECT:** Local Governmental Unit Approval for Social District Permit

**DESCRIPTION:**

A qualified licensee that wishes to apply for a Social District Permit must first obtain approval from the governing body of the local governmental unit where the licensee is located and for which the local governmental unit has designated a social district with a commons area that is clearly marked and shared by and contiguous to the licensed premises of at least two (2) qualified licensees, pursuant to MCL 436.1551. The Mitten Brewing Company Inc. at 329 Water St. has requested approval to be added to the City of Saugatuck Social District.

Resolution No. 220411-A establishing the Social District and Commons Area in the City of Saugatuck and Approving a Social District Plan is attached for reference along with the map of the City of Saugatuck Social District.

**BUDGET ACTION REQUIRED:**

N/A

**COMMITTEE/COMMISSION REVIEW:**

N/A

**LEGAL REVIEW:**

N/A

**SAMPLE MOTION:**

Motion to **approve/deny** Resolution 230424-A adding The Mitten Brewing Company, LLC to the City of Saugatuck Social District.



Local Governmental Unit Approval For Social District Permit

Instructions for Governing Body of Local Governmental Unit:

A qualified licensee that wishes to apply for a Social District Permit must first obtain approval from the governing body of the local governmental unit where the licensee is located and for which the local governmental unit has designated a social district with a commons area that is clearly marked and shared by and contiguous to the licensed premises of at least two (2) qualified licensees, pursuant to MCL 436.1551. Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered. Resolution 230424-A

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

called to order by Mayor Dean on April 24, 2023 at 7:00pm
(date) (time)

the following resolution was offered:

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

that the application from The Mitten Brewing Company, LLC
(name of licensee - if a corporation or limited liability company, please state the company name)

for a Social District Permit is \_\_\_\_\_ by this body for consideration for approval by the
(recommended/not recommended)
Michigan Liquor Control Commission.

If not recommended, state the reason: \_\_\_\_\_

Vote

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the City of Saugatuck
council/board at a Regular meeting held on April 24, 2023.
(regular or special) (date) (name of city, township, or village)

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

Jamie Wolters
Print Name of Clerk Signature of Clerk Date

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





### Social District Permit Application

#### Part 1 - Licensee Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it appears on your Articles of Incorporation / Organization.

Licensee name: The Mitten Brewing Company, LLC		
Address: 329 Water St		
City: Saugatuck	State: MI	Zip Code: 49453
Contact Name: Max Trierweiler	Phone: 6163182448	Email: max@mittenbrewing.com

#### Part 2 - Required Documents & Fees

<input type="checkbox"/> Local Governmental Unit Approval <input type="checkbox"/> Approval from the local governmental unit (city council, township board, village council) is required to be submitted with this application (See page 2 for approval form)		TOTAL DUE: <input style="width: 80px; height: 20px;" type="text"/> Make checks payable to <b>State of Michigan</b>	Leave Blank - MLCC Use Only
<input type="checkbox"/> \$70.00 Inspection Fee (MLCC Fee Code 4036)			
<input type="checkbox"/> \$250.00 Social District Permit Fee (MLCC Fee Code 4081)			

#### Part 3 - Signature of Licensee

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this permit for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Max Trierweiler - Co-Owner		4/12/2023
Print Name of Licensee & Title	Signature of Licensee	Date

Please return this completed form and fees to:  
Michigan Liquor Control Commission  
Mailing address: P.O. Box 30005, Lansing, MI 48909  
Hand deliveries: Constitution Hall - 525 W. Allegan Street, Lansing, MI 48933  
Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906  
Fax with Credit Card Authorization to: 517-284-8557





# STATE OF MICHIGAN - LIQUOR CONTROL COMMISSION

This is to certify that a License is hereby granted to the person(s) named with the stipulation that the licensee is in compliance with Commission Rule R 436.1003, which states that a licensee shall comply with all state and local building, plumbing, zoning sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcement officials who have jurisdiction over the licensee. Issuance of this license by the Michigan Liquor Control Commission does not waive this requirement. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

Department of Licensing  
and Regulatory Affairs

This License is granted in accordance with the provisions of Act 58 of the Public Acts of 1998 and shall continue in force for the period designated unless suspended, revoked, or declared null and void by the Michigan Liquor Control Commission. Failure to comply with all laws and rules may result in the revocation of this license.

THIS LICENSE SUPERSEDES ANY AND ALL OTHER LICENSES ISSUED PRIOR TO APRIL 4, 2022

BUSINESS ID: 0260147

FILE NUMBER:

THE MITTEN BREWING COMPANY, LLC  
D/B/A

329 WATER ST,  
SAUGATUCK, MI 49453-8431

ALLEGAN COUNTY  
G-31  
SAUGATUCK CITY

LICENSE #	LICENSE:	ACT:
L-000405713	Micro Brewer	
L-000417906	On-Premises Tasting Room Permit	
L-000405715	Small Wine Maker	

TOTAL BARS:	OUTDOOR SERVICE AREA: 3	ROOMS:
DIRECT-CONNECTIONS:	PASSENGERS:	

PERMIT  
Outdoor Service Area(1), Outdoor Service Area(1), Outdoor Service Area(1)

IN WITNESS WHEREOF,  
this License has been duly signed  
and sealed by both the Michigan  
Liquor Control Commission and the  
Licensee(s).

LIQUOR CONTROL COMMISSION

*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

LICENSEE(S) SIGNATURE(S)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

LICENSE EFFECTIVE MAY 1, 2022 - EXPIRES APRIL 30, 2023

2022  
2023





## City Council Agenda Item Report

**FROM:** Ryan Cummins, Director of Planning and Zoning

**MEETING DATE:** April 24, 2023

**SUBJECT:** Uncommon Coffee Roasters' Cafe Parking Space Request

**DESCRIPTION:**

Mauricio Da Silva, on behalf of Uncommon Coffee Roasters' Café, has submitted the attached request to limit the parking time in an on-street parking space outside the café to five minutes. He is requesting this during the summer season and it would be in place from 7a-7p. Mr. Da Silva advised last year his business was approved for an expanded outdoor dining area. In lieu of doing this again, he believes the time-limited parking space would better serve the business and would result in no less parking than the expanded outdoor dining area.

Staff has reviewed the request and recommends denial of the request. We believe many other businesses would also want shorter time limits for the spaces outside their businesses. Granting these requests would result in varying time limits for parking around downtown. This would create confusion for visitors. The enforcement of shorter parking timeframes would also be challenging.

Mr. Da Silva has pointed to the 15-minute parking limit outside of the CALA building along Culver St. as an example. I was able to find prior staff e-mails to have extra 15-minute signs installed in front of the CALA building during the COVID emergency orders. They were supposed to be temporary but apparently remain. There is mention in one e-mail that at least one 15-minute parking sign was there prior to COVID but to date I haven't been able to locate further history.

Whether to allow this signage is a policy decision for the City Council. Mr. Da Silva anticipates being present at your meeting for any questions City Council may have.

**WORKSHOP MEETING DISCUSSION:**

During the Council workshop meeting, City Council discussed this request and the 15-minute parking signage along Culver St. City Council discussed that if Uncommon Coffee Roasters' request is denied, the 15 minute parking signs along Culver St should also be removed as they were installed during the COVID-19 pandemic, were intended to be temporary, and the pizza restaurant has other adequate parking for their operations in the nearby parking lot.

**BUDGET ACTION REQUIRED:**

N/A

**COMMITTEE/COMMISSION REVIEW:**

N/A

**LEGAL REVIEW:**

N/A

**SAMPLE MOTIONS:**

Motion to APPROVE/DENY a request from Uncommon Coffee Roasters' Café for a five-minute pick-up parking spot from 7am-7pm during summer season and direct staff to remove the 15-minute parking signs along Culver St.

## Ryan Cummins

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**From:** Mauricio Da Silva <mauricio@uncommoncoffee.roasters.com>  
**Sent:** Thursday, March 30, 2023 12:30 PM  
**To:** Ryan Cummins  
**Subject:** Letter of request for Street parking expansion

To whom it may concern,

I am writing to ask you to support a 5 Minute (Loading Zone?)/Pick-Up parking spot from 7am-7pm during summer season in front of Uncommon Coffee Roasters' cafe two parking spots previously used for seating last season at 127 Hoffman Street, Saugatuck MI 49453.

Such a spot would help support the evolving needs of our cafe (and potentially the needs of other food service businesses) by making it easier for our customers who order online to pick up their order while also controlling the flow of car traffic to and from our cafe. This in turn would free up more parking in the downtown area.

As you know, parking during the crowded summer months is a challenge. Having a Pick-Up Parking spot during peak daytime hours also makes sense from a customer convenience standpoint. By allowing customers the option of picking up their order or having their order brought to them by any other delivery option and potentially would make their experience in Saugatuck more pleasant. In addition to potentially freeing up 12 parking spots/hour, this spot would help increase revenue to the cafe by giving us the ability to spread more love, coffee and great food to tourists coming into our city.

Thank you for your consideration,  
Maurício Da Silva  
Uncommon Coffee Roasters | Cultivo  
Phone: [\(314\) 415-0544](tel:3144150544)  
[uncommoncoffee.roasters.com](http://uncommoncoffee.roasters.com)  
[6785 Enterprise Dr., Douglas, MI](http://6785EnterpriseDr.com)





Celebrating our  
20th Anniversary  
in 2023

Douglas Dutchers  
Base Ball Club

INVOICE

Date: 03-02-2023

Received From: City of Saugatuck

Address: PO Box 84

City, State, Zip: Saugatuck, MI 49453

Phone Number: 269-857-2603

Amount: The Dutchers are a Non-Profit and Saugatuck is shown on our Program - it has been on our program and website [douglassdutchers.org] for 20 years

Our Club draws many to our area and when they are in Douglas, they also visit your City.

Please return a copy of this invoice with your donation enclosed and we will mail you a receipt! Thank you for donating to the Douglas Dutchers!

This would be a great marketing move for your City! Thank You So Much,

Founder: Helen F. DeFratano  
PO Box 885  
Douglas, MI  
49406

Patron: \$25.00 to \$99.00

Supporter: \$99.00 and above

\*A Check may be made to  
The Douglas Dutchers.

PO Box 885 • Douglas, MI 49406 • 269.857.7055  
ronrobbinsnest@yahoo.com • www.douglasdutchers.org