



CITY COUNCIL MEETING AGENDA

August 28 – 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**
8. **Public Comment on Agenda Items Only** (*Limit 3 minutes*)
9. **Consent Agenda:** (*Roll Call*)
 - A. Regular City Council Meeting Minutes – August 14, 2023. *Pg.3*
10. **Staff Reports, Boards, Commissions & Committees:**
Starting on *Pg.7*
 - A. **Staff Reports:**
 1. City Manager
 2. Treasurer
 3. Planning and Zoning
 4. Department of Public Works
 5. Police
 6. Engineer

<p style="text-align: center;">NOTICE: Join online by visiting: https://us02web.zoom.us/j/2698572603</p> <p style="text-align: center;">Join by phone by dialing: (312) 626-6799 -or- (646) 518-9805</p> <p style="text-align: center;">Then enter "Meeting ID": 2698572603</p> <p>Please send questions or comments regarding meeting agenda items prior to meeting to: ryan@saugatuckcity.com</p> <p>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 for further information.</p>

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
6. Historic District Commission
7. Planning Commission
 - a) Short Term Rental Task Force
8. Parks & Public Works Committee
9. Tri-Community Non-Motorized Trail Study Committee
10. Tri-Community Recycling Ad-Hoc Committee

11. Request for Payment: None

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

- A. Accounts Payable in the amount of \$432,722.62 Pg.20

13. Introduction of Ordinances: None

14. Unfinished Business: None

15. New Business:

- A. Hemlock Wolly Adelgid- HWA Contract *(Roll Call) Pg.22*
- B. Household Hazardous Waste *(Roll Call) Pg.41*
- C. Special Event- Chili Cookoff *(Voice Vote) Pg.44*
- D. Microphone Proposal for Chamber *(Roll Call) Pg.53*
- E. Donation Box at Mt. Baldhead *(Voice Vote) Pg.56*

16. Public Comments *(Limit 3 minutes)*

17. Correspondence

18. Council Comments

19. Adjourn *(Voice Vote)*



CITY COUNCIL MEETING MINUTES
August 14, 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 and Councilmembers Baldwin, Leo, Gardner, Lewis, Muncey.

Absent: Stanton.

Motion by Baldwin, second by Lewis to excuse Mayor Pro-Tem Stanton. Via voice vote, motion carried 6-0.

Others Present: City Manager Heise, Director of Planning, Zoning & Project Management Cummins, Department of Public Works Superintendent Herbert, Treasurer Stanislawski, Clerk Wolters and City Attorney Witte.

Mayor's Comments:

Mayor Dean shared his thoughts about Lahaina. Saugatuck and Lahaina are very similar; stunning, historic destination community for tourism surrounded by water, lush parks and natural area. Saugatuck is not immune to natural threats. Everyone must work together to prepare Saugatuck for an uncertain environmental future.

City Manager Comments: None.

Agenda Changes: None.

Guest Speakers: None.

Public Comment on Agenda Item Only: None.

Consent Agenda:

A. Regular City Council Meeting Minutes – July 24, 2023.

Motion by Lewis, second by Baldwin to approve consent agenda. Upon roll call vote, motion carried 6-0.

Staff Reports:

City Manager, Director of Planning & Zoning, Treasurer, DPW Superintendent, Engineer and Police submitted status reports of current activities since the last Council meeting on July 24, 2023, for their respective departments.

Director of Planning, Zoning and Project Management Cummins: Shared that the results from the recent waterfront and STR survey are in the Planning Commission and Short-Term Rental Task Force packets that were sent out.

DPW Superintendent Herbert: Shared that brush and leaf pickup is tomorrow and Wednesday.

Allegan County Sheriff's Department, Sargent Haas: Noted that Deputy Klinge has identified a suspect in the recent vandalism in the area. He also introduced Deputy Hoover that will be serving the city during the evenings.

Boards, Commissions & Committees:

Fire District Administration Board, Dan Fox: None.

Interurban Board, Councilmember Muncey:

- The August meeting is tomorrow.
- Ridership is above pre-covid numbers.

KLSWA, Barry Johnson: None.

Kalamazoo Lake Harbor Authority, Mayor:

- Read a letter from Daniel Defranco regarding Harbor Authority.
 - City of Douglas would like to transfer the responsibilities of the Harbor Authority to another municipality.
 - Proposed that meetings take place at the beginning of the summer and the end of summer and any in between, a special meeting would be scheduled.
 - The township is offering to host the Harbor Authority's next meeting.

Zoning Board of Appeals: None

Historic District Commission, Councilmember Lewis:

- Most recent information is included in the Zoning Director's report.

Planning Commission, Chair Councilmember Gardner:

- Next meeting is this Thursday.

Short Term Rental Task Force, Mayor Dean via Councilmember Stanton:

- Next meeting is this Thursday at 3:00pm.

Parks and Public Works Committee, Councilmember Baldwin:

- Working on the Tri-Community five-year plan.

Tri-Community Non-Motorized Trail Study Committee, Councilmember Leo:

- Kickoff tri-community meeting was successful. Their project manager passed away.

Tri-Community Recycling Ad-Hoc Committee, Councilmember Lewis: None.

Request for Payment: None.

Approval of Accounts Payable:

A. Accounts Payable in the amount of \$515,787.15.

Motion by Muncey, second by Leo to approve the accounts payable in the amount of \$598,125.17. Via roll call vote, motion carried 6-0.

Introduction of Ordinances: None

Unfinished Business: None

New Business:

HDC Appointment:

Motion by Leo, second by Baldwin to appoint Laura Godfrey to the Historic District Commission with a term ending August 1, 2026. Via voice vote, motion carried unanimously.

Clearbrook Youth Golf Outing Sign Request:

Motion by Lewis, second by Muncey to approve the request to install a banner on the palette sign during the days of September 8th – 15th promoting the Operation Hope for Allegan Youth Golf Outing. Via voice vote, motion carried 6-0.

North Shore Development Letter:

Motion by Lewis, Second by Gardner to approve resolution 230814-A and provide to EGLE. Via roll call vote, motion carried 5-0. Mayor Dean abstained.

Public Comment:

Bobbie Gaunt, resident: Thank you to the Council on behalf of the Coastal Alliance.

Correspondence:

Council Comments:

- Councilmember Lewis:
Venetian was a successful event. They are considering a second night. \$42,000 was netted for the event. The dinghy run had 71 dinghies that participated. Thanked DPW, Fire and Police for the huge help and to everyone that helped; Rotary appreciates you.
- Councilmember Gardner:
The council recently discussed at a workshop the process that councilmembers suggest an agenda item, he would like an answer to that at the next workshop. He has heard a lot of good comments about the no parking areas recently placed on the hill. Would like to know the policy process for the antenna inside the radar dome that belongs to West Michigan Wireless.
- Councilmember Muncey:
Thanked everyone that showed up to Movie in the Park and Laura Durham for her continuous years of organizing the event. Thanked Clerk Wolters for her hard work about working with Josie regarding planning the sidewalk sales. Sidewalk sales are Thursday. Councilmember Muncey will be the auctioneer at the upcoming 20th annual Westshore White Party Rainbow Reunion that is coming up on Saturday the 19th.

- Councilmember Baldwin:
They had wonderful support by DPW, Sheriff and Fire for Venetian Festival. She gets boosted seeing the positive impact from all the positive work happening in the City.
- Councilmember Leo: None.
- Mayor Dean:
Thanked first responders, public safety officials, volunteers, DPW staff and everyone else that made it a successful weekend.

Adjournment:

Motion by Muncey, second by Baldwin to adjourn the meeting. Upon voice vote, motion carried 5-0. Mayor Dean adjourned at 7:36 p.m.

Respectfully Submitted

Jamie Wolters, City Clerk



City Managers Report – August 28, 2023

Cellular Service Discussions Continue with AT&T

Staff and the AT&T team are reviewing the appropriate zoning requirements and process for infrastructure to support antennas within the radome (ball) structure. 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. City staff is actively working with a vendor to assist with ensuring that current electric connections servicing the radome are safe and to code. The Department of Public Works will begin removing all ancillary equipment, allowing AT&T to finalize their design from the antenna array within the dome. AT&T remains focused on completing this project by summer of '24.

Discussions with AT&T on Potential Downtown WiFi

Meetings with AT&T on a potential downtown WiFi project were continued. There appears to be enthusiasm and motivation to tackle this project from both the City and AT&T. Initial proposal was presented to Council for a site analysis. Council requested that we work with Jill Dunham, Broadband Project Manager for Allegan County to review proposal and assist with making recommendations.

Blue Star Highway Multi-Modal Path

Kickoff meeting conducted with engineer (C2AE) and stakeholder team. City of Saugatuck stakeholder members and Parks and Public Works Committee will begin to review path designs that are unique to the City.

For additional details, please see pp.55-66, from the August 22nd Parks and Public Works Committee meeting (also on website).

https://www.saugatuckcity.com/uploads/1/3/3/9/133977444/ppw_packet_08-22-23.pdf

MDOT Exit 36 and 41 Bridge Work

Information on traffic detours continue to be provided through social media and constant contact email list, when appropriate.

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

A Tri-Community effort- Development of plan is underway.

The purpose of the plan is to: Evaluation of recreation facilities • Identify recreational needs - public perception • Provide a guide for improvements – goals • Set timetable for improvements – actions • Eligible for recreation grants through DNR.

Sections of the plan include: • Community Description • Administrative Structure • Recreation Inventory • Recreation Needs / Deficiencies • Public Input Process • Goals and Objectives • Action Plan.

Public Input Methods: • On-line survey • Public Input Open House • Input Collection at Community Event • 30-day Public Review • Public Hearing.

Timeline of the project- Five-month process ending with a plan adoption by Council in late January.

Parks and Public Works Update

Attention remains on the following projects: playground/village square, Blue Star Trail multi-modal path, 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. More details on projects from the August 22nd PPW meeting found here (also on website):

https://www.saugatuckcity.com/uploads/1/3/3/9/133977444/ppw_packet_08-22-23.pdf

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

City/Township Managers continue to discuss the Asset Management Plan (AMP), along with our respective attorneys and engineers. Council engaged Baker Tilly (consultant) to assist with the AMP and the first meeting was conducted on 8.9.23. The Tri-Communities have directly engaged with EGLE to ensure that our respective municipalities stay in compliance. Discussions with the City Council will be needed to ensure that assets owned by the city are funded for replacement after their useful life. The Baker Tilly team are projecting a complete report to the City by the end of August, allowing us to present it to City Council for review at the September 11th Council meeting. If everything goes as planned, Baker Tilly will have authority to submit thereafter. If Council has some additional questions and comments to work through in the proposed AMP, we have the September 20th and 25th meetings of Council also available. With the preliminary information we received from Baker Tilly last week, we see no reason that we cannot have the AMP submitted by the end of September (although we presume the middle of September is more likely).

Ongoing- Oval Beach Staffing and Operations

A continued thank you to Sara Williams (Dept. Administrator), and Peter Stanislawski (Treasurer), and Scott Herbert and the entire DPW team for their focused efforts to provide quality service at Oval Beach.

City Hall

Paint and structural repairs complete, final details with “Village Hall,” sign, shutters and flower boxes coming soon. Will we then turn to landscape and irrigation improvements.

Old news- Dune Ridge Waterfront Update

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

Meetings

- Asset Management Plan Consultant and attorney for water and sewer
- Wellhead Protection Team meeting
- Convention and Visitors Bureau meeting
- MDOT bridge repair and management of traffic meeting
- AT&T meeting with the Friends of Mt Baldhead
- AT&T meeting with contractors to review existing electric at Mt Baldhead
- Five-year parks and Rec Plan Steering Committee meeting

Council-Manager form of Government Tid-bit

Support of reasonable risk-taking in Council Manager form of Gov't: *High-performing organizations will occasionally need to take "reasonable risks" in order to achieve community objectives. Sometimes these endeavors will not be successful. However, organizations that avoid ANY unnecessary risk are not likely to accomplish a great deal. While city councils need to be informed and concur that the risk being taken is reasonable for the potential benefit being gained, councils should also be understanding that projects and initiatives that have inherent unknowns may not always turn out as hoped. Intolerance for any mistakes/risk will breed an overly conservative organization and will stifle creativity and flexibility and the benefits these values can bring.*



Treasurer Report

Below is a summary of notable activities carried out by the Treasurer's Office since the last council meeting on 8/10/2023:

- Paid routine bills
- Completed and disseminated bi-weekly payroll
- Proceeding with the 2023 audit
- Oval Beach working through the process
- FY 2023 end year closing.
- Process Summer Tax Bills and New Fiscal Year
- MERS Training in Lansing
- Attend monthly STFD meeting



Planning, Zoning and Project Report

August 28, 2023

Planning and Zoning

- Prepared for and attended Short Term Rental Task Force meeting.
- Prepared for and attended Planning Commission meeting.
- Met virtually with AT&T, Friends of Mt. Baldhead, and others regarding Mount Baldhead cellular project.
- Met virtually with STR Task Force Chair, McKenna Associates and Granicus STR planning expert.
- Reviewed STR and Waterfront survey results.
- Reviewed Dune Ridge application for leave of appeal and City response.
- Continued follow-up on complaints of several code violations throughout the City.
- Met and talked with property owners and applicants to answer questions and provide resources.
- Completed planning and zoning casework as outlined in the chart below.

Planning and Zoning Casework

320 Mason	Enforcement	Discovered STR property still being advertised contrary to options presented to owner and agent in several e-mails and in person meeting. Also found evidence property isn't being rented under a single contract despite past warnings. Civil infraction notice issued.
560 Mill and 860 Simonson	Enforcement	Enforcement of hardscaping in ROW is still pending report back to City Council and further policy direction. Planned for September 6 workshop meeting.
		<p>Previous complaint of possible retaining wall, gravel fill, and window/door additions without permits. Researched history and investigated concerns. No permits found for retaining wall which is in city ROW. Previous discussion of work but no final plans. Sent email to property owner. No response. MTS sent a letter. EGLE logged a complaint and advised work appears to be a violation of Part 31 and may not be permittable "after-the-fact".</p> <p>Additional complaint of new dumpster without screening. Discussed with legal. Sent letter to owner to remove dumpster and apply for appropriate permits when moratorium is no longer in place. Dumpster has been removed.</p> <p>Fire Department recently responded to a gas line struck. Trench work was being conducted to replace sewage line on private property. Viewed on site with engineer. Also observed retaining wall removal and vegetation removal. Followed up with homeowner regarding engineer's recommendations. No response.</p> <p>Received a report that deck and cantilevered structure work was occurring on site. Notified MTS and building inspector confirmed. No zoning or building permits issued for this work. Moratorium remains in place. Discussed enforcement action with legal. Issued a stop work order and civil infraction notices for lack of zoning permits and destruction/excavation of a street without permits. Discovered prior deck work also completed without permits. Received response from owner's attorney. Worked with legal on responses. Stop work order for deck and structural work remains in effect. No EGLE updates at this time.</p>
405 Park	Enforcement	Met with legal, owner and owner's attorney. Owner provided history. Explained violation concerns and answered questions. Owner agreed to pay civil infraction fines and is planning to seek waiver from moratorium.
184 Park	Setback Variance / New Home	ZBA application for front setback variance. ZBA granted variance. Zoning app and water/sewer connection app received for new home received. Engineer and planning consultant reviewed. Provided feedback from both. Engineer answered applicant questions. Received updated plans. Permit issuance pending.

Planning and Zoning Casework Continued

633 Butler	Enforcement	Complaint that ADU and main home are being rented separately. Conducted an evaluation of available information and discovered evidence supporting the complaint. Notified the owner and rental agent to cease renting the ADU and home separately. Answered questions related to obtaining special land use approval to owner occupy the home and rent the ADU separately. Talked with owner via phone and answered further questions. Owner plans to follow up with further request for formal determination.
241 Culver	Enforcement	Evidence found that home is being rented without a STR certificate. STR application was reviewed with legal and denied back in March due to not meeting zoning ordinance requirements. Discussed enforcement options with legal. Sent violation letter via e-mail and mail with opportunity to voluntarily cease use as STR within 7 days. Response received from owner's attorney reviewed by legal. City Attorney reviewed and sent response. Worked with legal on second response to owner's attorney. Provided owner with options. Legal checking with owner's attorney on chosen option.
665 Spear St	Drainage Complaint	Concern of drainage issues from project. Over winter similar concerns received. Engineer reviewed and felt issues were soil and erosion related. Notified Allegan County Health Department at that time. Received further information from neighbor. Viewed on site with Engineer and DPW Superintendent. Project still ongoing. Some storm water items on site but not connected. Sandbags on portion of property. Engineer advised stormwater plans should be requested. He advised to notify Allegan County as well to check on soil and erosion control permit. Advised owner of complaint and requested stormwater management plans. Advised Allegan County. Meeting held with owner. He advised he was meeting with contractor soon and will provide formal stormwater plans to review. Sent e-mail asking if formal plans have been developed. Owner advised plans are being finalized and additional temporary measures installed. Received report that permanent stormwater items are being installed and owner may soon be installing a fence. Contacted owner for stormwater plans and advised of fence permit requirement.
321 Water	Variance/ New Fence	ZBA app for a dimensional variance for a 6'10" fence where only a 6' fence is allowed. ZBA granted variance. Owner applied for zoning and HDC permits. HDC Chair requested full Commission review. Scheduled for September meeting.
256 Spear	Complaint	Complaint of homeowner charging for parking and parking several cars on the property. Reviewed with legal. Followed up with complainant to ask further questions. Decision pending.
1041 Holland	Short Term Rental	STR app. New owner of existing STR. Sent to Fire Department for inspection. Still pending.
146 Butler	Short Term Rental	STR app. Previous STR. Sent to Fire Department for inspection. Still pending.
234 Francis	Short Term Rental	STR app. Renewing. Sent to Fire Department for inspection. Still pending.

Planning and Zoning Casework Continued

336 Mary	Short Term Rental	STR app. Previous STR. Sent to Fire Department for inspection. Still pending.
510 S Maple	Enforcement	Complaint of trash tote left by road three days after pickup. Checked area and observed violation. Recycling receptacle also not screened. Complaint also received earlier in this year. Sent prior warning/informational letter. Civil infraction notice issued. Fine not paid timely. Will be following up with owner and take appropriate action.
642 and 648 Allegan	Short Term Rental	STR app for both dwellings. New owner of existing STRs. This property is a legal nonconforming use. Advised applicant another app and fee will be needed to issue a certificate to each unit. Second app received. Sent to Fire Department for inspection.
717 Water #5	Short Term Rental	STR app. New owner of existing STR. Needed property transfer affidavit and fee paid. Both received. Sent to Fire Department for inspection.
145 Grant	Enforcement	Complaint of cars and boat parked along Elizabeth St. Complainant also believes boats being rented out of back yard. Did not have evidence to support, but sees three boats and assumes rental activity. Investigated claims. No evidence to support boat rentals. Did observe boat stored along Elizabeth St. Home is on a corner lot. Sent warning letter to remove. Talked with owner and answered questions.
820 Holland	Inspections/Enforcement	MTS requested final inspections. Inspected site and found several items differed from approved historic district and zoning plans. Notified HDC Chair. Sent owners letter to apply for HDC and zoning permits for deviations from approved plans and work not permitted. Owner applied for approval of deviations. Scheduled for September HDC meeting. Requested zoning plans to be updated with further detail.
430 Vine	Enforcement	Complaint of rocks and posts placed in right of way adjacent to address. Reviewed prior road plans. Checked area and confirmed. Sent warning letter to remove. Owner sent response and older survey. Response under review.
790 Simonson	Complaint	Request for copy of parking easement due to ongoing parking issues with neighbor.
423 Grand	Inquiry	Questions regarding water/sewer connection permit. Answered questions and provided street cut permit app.
568 Mason	Short Term Rental	STR app. Existing STR with new owner. Sent to Fire Department for inspection.
120 Mary	Short Term Rental	STR app. New STR in a single-family home. Denied due to STRs only being permitted on second or third floors in water street east zoning district. Sent email and letter to owner and agent. Answered owner questions. Provided resources related to rezoning and use variances.

Planning and Zoning Casework Continued

118 Hoffman	Enforcement	Complaint of structures built without screening or permits. Complainant advised outdoor refrigeration building was built in late winter/early spring. Checked area and discovered two structures built in northwest section of property. Refrigeration unit has no permits for zoning or historic district. Checked with MTS and no building permits. Prior approved plans and survey did not show any structures in the northwest area of the property. Assessing photos confirm this. Previously a mix of retail. Construction began on new restaurant in October 2021. Water Street East zoning changed in November 2020 to make restaurants a SLU instead of permitted use. No special land use or formal site plan approvals. Sent owner letter to apply for permits for recent structures and apply for SLU and formal site plan review for restaurant use.
125 Elizabeth	Short Term Rental / Enforcement	STR app. New STR. Sent to Fire Department for inspection. Discovered home is already being rented without a certificate. Also discovered hot tub and patio installed without zoning permits. Sent letter to owner to cease STR use until certificate is obtained and apply for zoning permits. Talked to owner. Answered questions. Provided resources.
Unknown	Inquiry	Questions about new home, ADU, and STRs. Answered questions and provided resources.
851 Holland	Street Cut	Street cut permit application for gas line work. Applicant advised it was determined street cut will not be needed. App cancelled.
1021 Allegan	Final Inspections	MTS requested final inspections for home only. Garage not yet built and driveway unpaved. Home only passed. Observed soil erosion controls damaged and possible erosion on site. Passed along concerns to Allegan County Health Department.
N/A	Inquiry	Questions about floating home regulations. Provided resources.
408 Mason	Inquiry	Questions about setbacks on vacated St. Joseph and demolition. Home is outside historic district. Answered questions.
790 Simonson	Enforcement	Complaint of trash can by road day after pickup. No prior logged violations. Sent warning letter.
100 Park	Inquiry	Land division and site condition questions. Provided resources.
135 Taylor	Inquiry	Questions about zoning requirements for a shed. Left voicemail advising of regulations. Met with owner and provided application and printed regulations.
428 Grand	Inquiry	Questions about sewer replacement. KLSWA and engineer provided resources to assist. Provided replacement application.
344 Lucy	Inquiry	Questions about required permits for various work. Answered questions.
N/A	Inquiry	Questions about long-term rentals. Answered questions.
N/A	Inquiry	Questions about rezoning from residential to commercial zoning district. Answered questions.
117 Perryman	Inquiry	Met with owner to discuss prior decision related to adding height to structures that are not conforming to current setback standards. Discussed options and answered questions.

Planning and Zoning Casework Continued

312 Hoffman	Inquiry	Questions about historical records. Answered questions and provided resources.
745 Pleasant	Inquiry	Questions about new ownership and STRs and current status of task force review. Answered questions.
248 Culver	Special Land Use	Special land use app for a brewery and restaurant. Answered applicant questions related to concerns with distribution language. Discussed with legal and consultant. To distribute will require a text amendment. Applicant may be seeking that at later date. Planning Commission approved special land use and site plan.
291, 292, 293, 296, 297, 298, 301 Sugar Hill Ct	Formal Site Plan	Formal site plan app. Met with consultant and applicant's planner. Planning Commission approved with conditions.
890 Simonson	Street Cut	Street cut application to install new gas line. Reviewed by engineer Street cut permit issued. DPW to inspect road restoration.
560 Campbell	Complaint	Information received that single family dwelling on property is being advertised as an STR and is not registered. Confirmed not registered. Located and reviewed historical documents. Consulted legal. 2001 lawsuit and consent judgement indicate non-conforming transient rental units were in place for all units (1-20), including the single-family home. Property has a PUD overlay. Master deed allows residential units and transient units. No evidence nonconforming transient dwelling unit use has been abandoned. Not subject to current short-term rental zoning regulations.
997 Elizabeth	Complaint	Complaint about van obstructing traffic. Received complaint on weekend. Advised complainant to contact Sheriff's Office when issue is occurring. Forwarded to Sheriff's Office for information.



Department of Public Works Report

Below is a summary of notable activities carried out by the Department of Public Works since the last council meeting on 08/14/2023:

New Dump Truck:

After a lengthy manufacturing process, Public Works was finally able to take possession of its new 2022 International Work Star dump truck. As is typical, this was a 2-phase build. West Michigan International manufactured the chassis while Truck and Trailer Specialties out of Dutton, Michigan installed the remaining equipment that was spec'd out by Public Works. This truck replaces our 2009 International Work Star which will most likely be sold at auction.

Mt. Baldhead Park:

The roof on the Mt. Baldhead restroom was replaced by TNT Roofing on 8/24/2023. Next, TNT Roofing will replace the roof on the picnic area pavilion.

Assisted with the following Special Events:

- Music in the Park
- Sidewalk Sales
- Spear Street Block Party

Brush and Leaf Collection

- DPW staff completed brush and leaf collection on 8/15/2023 and 8/16/2023.

Meetings:

- **8/14/2023** – DPW Weekly Goals Meeting
- **8/14/2023** – Sidewalk Sales Safety Meeting
- **8/14/2023** – Oval Beach Meeting
- **8/14/2023** – City Council Meeting
- **8/15/2023** – City Hall Staff Meeting
- **8/18/2023** – DPW Weekly Goals Follow Up Meeting
- **8/21/2023** – DPW Weekly Goals Meeting
- **8/21/2023** – Road Project – Preconstruction Meeting (DPW/F&V/Krohn Excavating)
- **8/22/2023** – Parks and Public Works Committee Meeting
- **8/23/2023** – Mt. Baldhead Challenge Safety Meeting
- **8/24/2023** – Mt. Baldhead Site Meeting – Augusta Tower Technologies
- **8/25/2023** – City Hall Landscape Meeting – (DPW/GMS/Marta Petter)
- **8/25/2023** – DPW Weekly Goals Follow Up Meeting

**City of Saugatuck
Status Report of Engineering Activities
August 24, 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.
- 2023 System-wide Pavement Markings: Work is ongoing and will be complete soon.
- 2023 System-wide Crack Sealing: The contract has been executed. The work is scheduled to be completed after the Labor Day holiday.
- Category B Application: The application has been submitted and results should be available soon.
- Grants Workshop: We are discussing the possibility of having grant experts from F&V put together a workshop for council, staff and other interested parties to review the various programs used in the past, recent applications and brainstorming for new opportunities.
- City-wide parking, safety, signage, etc. review: Prepared a letter reviewing on-street parking vs. sight distance concerns. We plan to conduct a kickoff meeting with City staff and F&V traffic team this fall to develop a scope for the broader study, if required.
- N. Park Street Slope Erosion: We are working with DPW, City Attorney and property owners to develop a solution and solicit pricing for construction.

Blue Star Highway Bridge Navigation Lighting

- Bids were received on July 27 with construction scheduled to be complete prior to Memorial Day 2024. Prepared a Recommendation of Award to the low bidder. Once all three communities have awarded the project, a contract can be prepared.

EGLE Drinking Water State Revolving Fund

- EGLE staff has released the initial scoring.
- 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)

- A preconstruction meeting was held with Krohn Excavating on August 21.
- Work will begin the week of August 28 and continue through October.

Water System Asset Management Plan

- The draft AMP has been submitted for staff and financial consultant review.

Mt. Baldhead Conceptual Planning

- We are working on scheduling a public workshop this fall to begin soliciting community input.

Mt. Baldhead AT&T Project Assistance

- F&V will be taking the lead in obtaining the EGLE/USACoE Critical Dunes permitting for the reduced scope project. That work will begin as soon as the AT&T site plan progresses to the point that limits of vegetation disturbance is established.

Vendor Name	Description	Amount
1. ACTION INDUSTRIAL SUPPLY CO		
	UNIFORMS & SAFETY EQUIPMENT	198.59
	UNIFORMS & SAFETY EQUIPMENT	41.80
	TOTAL	240.39
2. ALLEGAN COUNTY SHERIFF		
	RESERVE DEPUTIES	2,304.00
	SHERIFF CONTRACT	31,019.60
	TOTAL	33,323.60
3. ALLEGAN COUNTY TREASURER		
	CHARGE BACKS 828-014-00	395.27
	CHARGE BACKS	21.66
	PROPERTY TAXES	137,548.08
	TOTAL	137,965.01
4. AQUATIC DOCTORS LAKE MGT INC		
	MILFOIL TREATMENT	44,942.00
5. CARELTON EQUIPMENT		
	PARTS	772.50
6. COMCAST		
	TELEPHONES & INTERNET	193.40
7. DECKER EQUIPMENT		
	SUPPLIES TOILETS	239.46
8. FREESTONE PICKLE CO INC		
	CONCESSION	78.00
9. GORDON FOOD SERVICE		
	CONCESSION	2,363.96
10. GRAND RAPIDS POPCORN		
	CONCESSION	474.00
11. JOHN DEERE FINANCIAL		
	PARTS & OILS	914.24
12. K&R TRUCK SALES INC		
	FUEL FILTERS	270.66
	FILTERS	76.47
	FUEL STRAINERS	152.94
	TOTAL	500.07
13. KALAMAZOO LAKE SEWER & WATER		
	WATER & SEWER	3,575.76
14. LANDSCAPE DESIGN SERVICES INC		
	ROSE GARDEN MAINTENANCE	760.00
15. MCKENNA		
	SHORT TERM RENTAL	8,447.50
16. MICHIGAN CAT		
	FILTERS	397.03
17. MICHIGAN ELECTRO FREEZE INC		
	CONCESSION	446.98
18. MICHIGAN GAS UTILITIES		
	DPW GARAGE	42.45
19. MORRISON INDUSTRIAL EQUIPMENT		
	REPAIR FORKLIFT	319.30
20. NET2PHONE INC		
	TELEPHONES	209.28
21. OTTAWA AREA INTERMEDIATE		
	SCHOOL DIS	
	PROPERTY TAXES	75,843.11
22. OUTDOOR DISCOVERY CENTER		
	AIRPORT PROPERTY EVALUATION	3,500.00
23. RAF ELECTRIC		
	CITY HALL	150.00
24. SAUGATUCK FIRE		

Vendor Name	Description	Amount
25. SAUGATUCK PUBLIC SCHOOLS	SHORT TERM RENTALS	375.00
26. SCHIPPERS CONSTRUCTION LLC	PROPERTY TAXES	110,773.94
27. SEPTIC TANK SYSTEMS CO INC	184 PARK ESCROW	1,531.25
	PORTABLE TOILETS	1,400.00
	PORTABLE TOILETS CLEANINGS	1,120.00
	OVAL BEACH	670.00
	TOTAL	3,190.00
28. SISTERS IN INK	UNIFORMS	94.95
29. STANDARD INSURANCE COMPANY	INSURANCE	416.43
30. TOP GRADE AGGREGATES LLC	TOP SOIL	207.73
31. WESTENBROEK MOWER INC	PARTS	165.94
32. WYOMING ASPHALT PAVING CO	ASPHALT	199.66
	ASPHALT	69.68
	TOTAL	269.34
TOTAL - ALL VENDORS		432,722.62
FUND TOTALS:		
Fund 101 - GENERAL FUND		104,914.51
Fund 202 - MAJOR STREETS		172.81
Fund 203 - LOCAL STREETS		152.15
Fund 661 - MOTOR POOL FUND		3,318.02
Fund 701 - CURRENT TAX FUND		324,165.13



City Council Agenda Item Report

FROM: Ryan Heise

MEETING DATE: 8/23/23

SUBJECT: Hemlock Woolly Adelgid Treatment (HWA)

DESCRIPTION:

City Council received a presentation from the Allegan Conservation District (ACD) at a previous workshop regarding the Hemlock Woolly Adelgid. ACD has been assisting Saugatuck with identifying infected trees and soliciting bids for treatment.

Project Description:

The Allegan Conservation District (ACD) is a local unit of state government with a service area including the entirety of Allegan County, Michigan. The mission of the Allegan Conservation District is to help all land users wisely manage the natural resources of Allegan County.

Currently, the Allegan Conservation District is working to treat 4,212 Hemlock trees infested with Hemlock Woolly Adelgid (HWA) on 182.6 acres in Northwestern Allegan County, along the lakeshore.

Scope of work:

This is an invitation for a bid for providing all the labor, materials, and equipment (including any necessary equipment rental fees) to treat HWA on all identified infected Hemlock trees in the North Western portion of Allegan County.

City Council included necessary funding within the budget for treatment of HWA.

BUDGET ACTION REQUIRED:

Approve \$44,000

COMMITTEE/COMMISSION REVIEW

Reviewed with Parks and Public Works Committee

LEGAL REVIEW:

Yes

SAMPLE MOTION:

Approve contract with GEI Consultants for chemical treatment of Hemlock Trees on public property in the amount of \$44,400.



Request for Bids for Treatment of Hemlock Woolly Adelgid

Project Description:

The Allegan Conservation District (ACD) is a local unit of state government with a service area including the entirety of Allegan County, Michigan. The mission of the Allegan Conservation District is to help all land users wisely manage the natural resources of Allegan County.

Currently, the Allegan Conservation District is working to treat 4,212 Hemlock trees infested with Hemlock Woolly Adelgid (HWA) on 182.6 acres in Northwestern Allegan County, along the lakeshore.

Contractor Qualifications:

Qualified contractors must have current insurance and licensure to operate any equipment or pesticide used for the project and at least 2 years of experience performing work of similar nature. The contractor must have the equipment and staff necessary to perform the required treatments and is responsible for the transportation of the equipment. Prior to initiation of any work on the project, a signed contract agreement between the Allegan Conservation District and the contractor must be on file.

Right to Reject Proposals:

The Allegan Conservation District reserves the right to reject proposals submitted from contractors who do not meet the above qualifications.

Price Proposal:

All prices/rates quoted in the bidder's response to this work statement will be firm for the duration of the contract. No price changes will be permitted.

This project will be bid on a lump sum basis by site. The price for each site should reflect the complete cost of treatment as specified for that site. This includes the cost of all equipment, supplies, labor, and transportation. No additional charges (such as equipment repair) beyond the original bid price will be permitted.

Bidders may submit bids for any combination of sites and treatment techniques. The Allegan Conservation District reserves the right to award each location separately and to different contractors, if price and overall proposal warrants. The Allegan Conservation District does not guarantee to award all sites and will determine sites to be awarded based on priority and bid submissions.

Please include any price concessions your company would be willing to extend, such as prompt payment discounts or multiple site award discounts. Any quantity discounts for treating more than one location with your company should be included in the bid and will be considered.



Information Required from Bidders:

1. Signed and completed Contract Bid Form (see below)
2. Narrative – Include a brief narrative description of the proposed effort. Include a proposed timeline and treatment details such as chemical(s) to be used, application rates, timing, etc.
3. Prior Experience – Indicate here prior experience of your firm which you consider relevant to the successful accomplishment of the project defined by the project outline. Include sufficient detail to demonstrate the relevance of such experience.
4. Project Staffing – the contractor must be able to staff a project team (or individual) which possesses the talent and expertise necessary to complete the tasks associated with this project. Include the number of professional personnel by skill and qualification that will be employed in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify key individuals by name and title.
5. Subcontractors – List here all subcontractors; include firm name and address, contact person, and complete description of work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities.

Contract Payment:

The specific payment schedule will be mutually agreed upon by the Allegan Conservation District and the Contractor. In general, payment will be released after the contractor has notified Allegan Conservation District of completion of treatment across all locations.

Project Site Maps

See the attached Survey Report for Hemlock concentration maps, parcel maps, and HWA hotspot maps.



CONTRACTOR BID FORM

Submit Bid to:

Allegan Conservation District
1668 Lincoln Rd
Allegan, MI 49010
Phone: (269) 941-6165
Email: emily.brown@macd.org
Project Name: HWA Treatment

Bidder Information:

Company: GEI Consultants
Name: Steve Rice
Address: 5225 Edgewater Drive
City, State, Zip: Allendale, Michigan, 49401
Phone: (616) 403-4905
Email: srice@geiconsultants.com

Submission Deadline: Friday, March 31, 2023

SCOPE OF WORK:

This is an invitation for a bid for providing all the labor, materials, and equipment (including any necessary equipment rental fees) to treat HWA on all identified infected Hemlock trees in the North Western portion of Allegan County. The project begins immediately and must be completed by October 2023.

Bid/Work Proposal For HWA Treatment:

Parcel Number	Acerage	Trees > 5' DBH	Trees < 5' DBH	Cost/Bid Amount
11-016-012-00	1.59	40	27	\$ 1,745
70-15-09-400-048	2.06	5	0	\$ 705
11-023-020-00	20.87	18	7	\$ 1,115
11-090-003-00	.85	1	3	\$ 775
11-090-001-00	.72	1	0	\$ 730
11-003-019-22	1.98	5	0	\$ 785
59-017-095-00	.74	1	0	\$ 740



**ALLEGAN
CONSERVATION
DISTRICT**

*The Allegan Conservation District is dedicated to
helping all land users wisely manage the natural
resources of Allegan County*

Parcel Number	Acerage	Trees > 5' DBH	Trees < 5' DBH	Cost/Bid Amount
57-008-001-00	41.53	2,965	1,139	\$ 44,400
57-008-002-00	5.03			
57-009-051-00	16.03			
57-009-050-00	13.82			
57-009-052-01	59.82			
57-009-050-00	17.52			

3/30/2023

Contractor Signature

Date

Allegan Conservation District
 Emily Brown, Allegan Conservation District
 Brian Talsma, Executive Director
 1668 Lincoln Rd, Allegan, MI 49010

RE: Hemlock Woolly Adelgid Treatment, Allegan County, Michigan

Dear Mr. Talsma:

GEI Consultants of Michigan, P.C. (GEI) appreciates the opportunity to be of service to the Allegan Conservation District and to provide a proposal for hemlock woolly adelgid (*Adelges tsugae*) (HWA) treatment within Allegan County.

In preparation of this scope of services and fees, GEI staff reviewed the documents, maps, and representative photographs you provided to obtain a better understanding of requirements, level of effort, and equipment needs for this work. GEI has extensive experience working with HWA and similar projects. GEI was involved in the survey efforts for West Michigan Cooperative Invasive Species Management Area (WMCISMA) project to find the northern extent of HWA along West Michigan. We also have numerous projects involving pesticide applications in all community types. (See attached project sheets). GEI employs individuals that have pesticide applicators license with the forestry category and experience with the proposed type of work. Below are key personnel that will be involved in the project, also, see attached resumes:

1. Asia Rasch, Restoration Ecologist
2. Joe Vander Yacht, Restoration Ecologist
3. Steve Rice, Project Manager, Branch Manager
4. Erin White, GIS Specialist
5. Terron Kosten, Administration Specialist

Scope of Services

GEI will perform hemlock woolly adelgid treatment within Allegan County at the locations provided.

Parcel Number	Address	Acres	Trees>5'DBH	Tree<5'DBH
11-016-012-00	4210 Hogback Rd. Holland, MI	1.59	40	27
70-15-09-400-048	17059 Riley Street Holland, MI	2.06	5	0
11-023-020-00	4183 64 th St. Holland, MI	20.87	18	7
11-090-003-00	4739 Chautauqua Rd, Holland, MI	0.85	1	3
11-090-001-00	4736 Chautauqua Rd, Holland, MI	0.72	1	0
11-003-019-22	1814 32 nd St. Holland, MI	1.98	5	0
59-017-095-00	3099 Lakeshore Dr, Douglas, MI	0.74	1	0
57-008-001-00+	Mount Baldhead Park	154	2,965	1,139

Description of Proposed Effort

GEI team(s) will treat each hemlock (*Tsuga canadensis*) specified on Allegan Conservation District (ACD) HWA Survey Datasheets. Treatment for hemlock woolly adelgid (HWA) will occur within the appropriate treatment window to maximize efficacy and mitigate unnecessary ecological risks. Proper maintenance/cleaning and decontamination procedures will be executed to ensure health and safety of

individuals and the environment. Signage will be posted at each property owner’s door in residential settings following treatment. In public areas, such as recreational areas or parks, signage will be posted in a conspicuous area at each entrance as a public notice of pesticide application. Two types of treatments will be used, determined by the DBH of individual trees. Trees with a DBH of >5-inches will receive treatment via direct injection. Trees with a DBH ≤5-inches will receive treatment via basal bark spraying to avoid unintentional girdling. These treatments will take place concurrently.

Basal Bark Treatments (≤5 DBH): LESCO Bandit 2F Insecticide containing the active ingredient imidacloprid (21.4%) will be used for basal bark treatments to combat HWA. Starting at the point of DBH (4.5 feet), a 13% Bandit solution will be applied at a rate of 1.5 mL per inch of DBH.

Trunk Injection Treatments (>5 DBH): Mauget Imicide containing the active ingredient imidacloprid (10%) will be used for trunk injection treatments. The DBH of each individual tree will be divided by two to determine the designated number of injection holes. Trees ranging from 5-10 DBH will receive 1-mL of Imicide per injection hole. Trees with a DBH range of 10-36 will receive 1.5-mL of chemical per injection hole.

Project Cost

GEI shall perform the tasks described above for the following estimated fee per parcel:

Item Number	Parcel Number	Address	Acres	Cost/Bid Amount
1	11-016-012-00	4210 Hogback Rd. Holland, MI	1.59	\$ 1,745
2	70-15-09-400-048	17059 Riley Street Holland, MI	2.06	\$ 705
3	11-023-020-00	4183 64 th St. Holland, MI	20.87	\$1,115
4	11-090-003-00	4739 Chautauqua Rd, Holland, MI	0.85	\$ 775
5	11-090-001-00	4736 Chautauqua Rd, Holland, MI	0.72	\$ 730
6	11-003-019-22	1814 32 nd St. Holland, MI	1.98	\$ 785
7	59-017-095-00	3099 Lakeshore Dr, Douglas, MI	0.74	\$ 740
8	57-008-001-00+	Mount Baldhead Park	154	\$ 44,400

* A cost savings of \$2,000 will occur if ACD awards GEI item numbers 2-7 as a group.

* A cost savings of 2% will occur if payment is received within 15 days upon completion of the project

This cost assumes the following:

- GEI will perform work as weather permits, and during the HWA treatment season.
- GEI will be allowed to use and have clear and free access to the addresses provided above and either Allegan Conservation District or GEI Consultants will call landowners before performing HWA treatments activities.
- This effort will require approximately 28 days for 4 field staff.
- Level of effort and approximate days and field staff may vary depending on awarded parcels.
- Costs include all labor, expenses, and mobilization required to complete the treatment.
- Cost savings will occur if awarded multiple parcels as stated in the cost breakdown above.

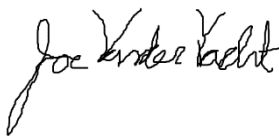
Terms

GEI will complete the requested scope of work according to the attached Standard Professional Services Agreement. Please sign and return one copy of the attached agreement, which will serve as our contract and notice to proceed.

We look forward to providing professional services to Allegan Conservation District on this project. Please feel free to contact Joseph Vander Yacht at (616) 499-1371 or jvanderyacht@geiconsultants.com, or Asia Rasch at (231) 327-9170 or arasch@geiconsultants.com should you need any additional information or have questions regarding our proposal.

Sincerely,

GEI CONSULTANTS OF MICHIGAN, P.C.



Joe Vander Yacht
Restoration Ecologist
Senior Field Lead



Steve Rice
Environmental Ecologist
Branch Manager



Asia Rasch
Restoration Ecologist
Senior Field Lead

Attachment(s): Standard Professional Services Agreement and 2022 Fee Schedule
Staff Resumes

1. Asia Rasch
2. Joe Vander Yacht
3. Steve Rice
4. Erin White

Project Sheets

1. Hemlock Woolly Adelgid Survey
2. Pretty Lake Ecological Services
3. Line 6B, Kalamazoo River and Talmadge Creek Assessment

STANDARD PROFESSIONAL SERVICES AGREEMENT

1. AGREEMENT.

This Agreement is made and entered into by and between:

GEI Consultants of Michigan, P.C. (GEI), 5225 Edgewater Dr, Allendale, MI 49401

Allegan Conservation District, 1668 Lincoln Rd, Allegan, MI 49010

By this Agreement, the parties do mutually agree as follows:

2. SCOPE OF SERVICES.

GEI shall perform the services described herein and in **Exhibit A**.

3. EFFECTIVE DATE.

The effective date of this Agreement shall be the latter of the acceptance dates indicated in Article 16, Acceptance. Acceptance of this Agreement by both parties shall serve as GEI's Notice to Proceed with the services described in **Exhibit A**.

4. TIMES FOR RENDERING SERVICES.

- a) GEI shall endeavor to perform the services under this Agreement in an orderly and efficient manner, consistent with the schedule or milestone dates provided in **Exhibit A**.
- b) GEI shall not be responsible for delays caused by factors beyond GEI's reasonable control. When such delays beyond GEI's reasonable control occur, CLIENT agrees that GEI shall not be responsible for damages, nor shall GEI be deemed in default of this Agreement.

5. COMPENSATION.

- a) CLIENT agrees to pay GEI in accordance with the payment terms provided in **Exhibit B**.
- b) GEI will submit invoices monthly or upon completion of a specified scope of service in accordance with GEI's standard invoicing practices, or as otherwise provided in **Exhibit B**.
- c) Payment is due upon receipt of the invoice. Payments will be made by either check or electronic transfer to the address specified by GEI and will reference GEI's invoice number.
- d) Interest will accrue at the rate of 1% per month of the invoiced amount in excess of 30 days past the invoice date, or as otherwise provided in **Exhibit B**.
- e) In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed amounts will be paid.

6. PERFORMANCE STANDARDS.

- a) GEI will perform its services under this Agreement in a manner consistent with that degree of skill and care ordinarily exercised by members of GEI's profession currently practicing in the same locality under similar conditions. GEI makes no other warranties or representations, either expressed or implied, regarding the services provided hereunder.

- b) GEI shall correct deficiencies in services or documents provided under this Agreement without additional cost to CLIENT; except to the extent that such deficiencies are directly attributable to deficiencies in CLIENT-furnished information.
- c) Unless otherwise specifically indicated in writing, GEI shall be entitled to rely, without liability, on the accuracy and completeness of information provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.

7. INSURANCE.

- a) GEI will carry the types and amounts of insurance in the usual form as provided in **Exhibit C**.
- b) Upon written request of CLIENT, GEI will furnish Certificates of Insurance indicating the required coverages and conditions.

8. ALLOCATION OF RISKS.

- a) Indemnification. To the fullest extent permitted by law, GEI agrees to indemnify and hold CLIENT harmless from and against any liabilities, claims, damages, and costs (including reasonable attorney's fees) to the extent caused by the negligence or willful misconduct of GEI in the performance of services under this Agreement.
- b) Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of GEI and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to GEI's services, the project or this Agreement, will not exceed the total compensation received by GEI under this Agreement, or available proceeds from GEI's insurance, whichever is less. This limitation will apply regardless of legal theory and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of GEI or its officers, directors, employees, agents or independent professional associates or consultants, or any of them. CLIENT further agrees to require that all contractors and subcontractors agree that this limitation of GEI's liability extends to include any claims or actions that they might bring in any forum.
- c) Consequential Damages. GEI and CLIENT waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, and loss of business or business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement.

9. CONFIDENTIALITY.

- a) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by GEI to be duly issued, or unless requested to do so in writing by CLIENT, GEI agrees it will not convey to others any proprietary non-public information, knowledge, data or property relating to the business or affairs of CLIENT or of any of its affiliates, which is in any way obtained by GEI during its association with CLIENT. GEI further agrees to strive to limit, to a "need to know" basis, access by its employees to information referred to above.
- b) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by CLIENT to be duly issued, CLIENT will not release to its employees or any other parties any concepts, materials, or procedures of GEI deemed by GEI to be proprietary and so explained to CLIENT.

10. OWNERSHIP OF DOCUMENTS.

Drawings, diagrams, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service (Project Documents), regardless of form, will be confidential and the proprietary information of GEI, and will remain the sole and exclusive property of GEI whether the project for which they are made is executed or not. CLIENT retains the right to use Project Documents for the furtherance of the project consistent with the express purpose(s) of the Project Documents, and for CLIENT's information and reference in connection with CLIENT's use and occupancy of the project. Any use of Project Documents for purposes other than those for which they were explicitly prepared shall be at CLIENT's sole risk and liability. CLIENT agrees to defend, indemnify, and hold GEI harmless from and against any claims, losses,

liabilities, and damages arising out of or resulting from the unauthorized use of Project Documents.

11. TERMINATION AND SUSPENSION.

- a) This Agreement may be terminated by CLIENT for any reason upon 10 days written notice to GEI.
- b) This Agreement may be terminated by GEI for cause upon 30 days written notice to CLIENT.
- c) In the event that this Agreement is terminated for any reason, CLIENT agrees to remit just and equitable compensation to GEI for services already performed in accordance with this Agreement, subject to the limitations given in this Article 11, Termination and Suspension.
- d) In the event Client terminates this Agreement for cause, in determining just and equitable compensation to GEI for work already performed, CLIENT may reduce amounts due to GEI by amounts equal to additional costs incurred by CLIENT to complete the Agreement scope. Such additional costs incurred by CLIENT may include but are not limited to: (1) the additional costs incurred by CLIENT to engage another qualified consultant to complete the unfinished scope; and (2) CLIENT's labor costs and expenses to demobilize and remobilize its personnel to the site to coordinate with the new consultant.
- e) GEI may suspend any or all services under this Agreement if CLIENT fails to pay undisputed invoice amounts within 90 days following invoice date, by providing a 10-day written notice to CLIENT, until payments are restored to a current basis. In the event GEI engages counsel to enforce overdue payments, CLIENT will reimburse GEI for all reasonable attorney's fees and court costs related to enforcement of overdue payments, provided that CLIENT does not have a good faith dispute with the invoice. CLIENT will indemnify and save GEI harmless from any claim or liability resulting from suspension of the work due to non-current, undisputed payments.

12. DISPUTE RESOLUTION.

Both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.

13. GENERAL CONSIDERATIONS.

- a) Authorized Representatives. The following individuals are authorized to act as CLIENT's and GEI's representatives with respect to the services provided under this Agreement:

For Client:	<u>Brian Talsma</u> <u>1668 Lincoln Rd, Allegan, MI 49010</u>
For GEI:	<u>Steve Rice</u> <u>5335 Edgewater Dr. Allendale MI</u> <u>49460</u>

- b) Nothing in this Agreement shall be construed as establishing a fiduciary relationship between Client and GEI.
- c) Notices. Any notice required under this Agreement will be in writing, submitted to the respective party's Authorized Representative at the address provided in this Article 13, General Considerations. Notices shall be delivered by registered or certified mail postage prepaid, or by commercial courier service. All notices shall be effective upon the date of receipt.
- d) Controlling Law. This Agreement is to be governed by the laws of the State of Michigan.
- e) Survival. All express representations, indemnifications, or limitations of liability included in the Agreement will survive its completion or termination for any reason. However, in no event shall indemnification obligations extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.
- f) Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon GEI and CLIENT.

- g) Waiver. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- h) Headings. The headings used in this Agreement are for general reference only and do not have special significance.
- i) Certifications. GEI shall not be required to sign any documents, no matter by whom requested, that would result in GEI having to certify, guaranty, or warrant the existence of conditions or the suitability or performance of GEI's services or the project, that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- j) Third Parties. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or GEI. GEI's services hereunder are being performed solely for the benefit of CLIENT, and no other entity shall have any claim against GEI because of this Agreement or GEI's performance of services hereunder.

14. ADDITIONAL PROVISIONS.

- a) If Field Services are provided under this Agreement, the additional provisions included in **Exhibit D** shall apply. Field Services are defined as services performed on property owned or controlled by CLIENT, any federal, state, or local government or governmental agency, or other third party, and include, but are not limited to: site inspection, site investigation, subsurface investigation, sample collection, or sample testing.
- b) If the services of a Licensed Site Professional (LSP) or Licensed Environmental Professional (LEP) are provided under this Agreement, the additional provisions included in **Exhibit E** shall apply.
- c) If Engineering Design Services are provided under this Agreement, the additional provisions included in **Exhibit F** shall apply.
- d) If Opinions of Probable Construction Cost are provided under this Agreement, the additional provisions included in **Exhibit G** shall apply.
- e) If Construction Services are provided under this Agreement, the additional provisions included in **Exhibit H** shall apply.

15. EXHIBITS.

The following Exhibits are attached to and made a part of this Agreement:

- ✓ Exhibit A, Scope of Services and Schedule
- ✓ Exhibit B, Payment Terms
- ✓ Exhibit C, Insurance
- ✓ Exhibit D, Special Provisions for Field Services
- ✓ ~~Exhibit E, Special Provisions for Services of Licensed Site/Environmental Professionals~~
- ✓ Exhibit F, Special Provisions for Engineering Design Services
- ✓ Exhibit G, Special Provisions for Opinions of Probable Construction Costs
- ✓ Exhibit H, Special Provisions for Construction Services

16. ACCEPTANCE.

The parties hereto have executed this Agreement as of the dates shown below.

For CLIENT:

For GEI:

By: _____
(Signature)

By: 

(Signature)

(Print Name)

Steve Rice

(Print Name)

(Title)

Branch Manager

(Title)

(Date)

March 31, 2023

(Date)

**STANDARD PROFESSIONAL SERVICES AGREEMENT
EXHIBITS A - H**

EXHIBIT A

Scope of Services and Schedule

See Attached Letter/ Proposal, dated March 31, 2023.

EXHIBIT B

Payment Terms

See Attached Letter/Proposal, dated March 31, 2023.

EXHIBIT C

Insurance

GEI will carry the following types and amounts of insurance:

- A. Worker's Compensation and Employer's Liability (statutory):
 - 1. In accordance with the laws of the state(s) in which services are performed.
- B. Commercial General Liability (CGL) Insurance:
 - 1. Bodily Injury and Property Damage Combined: \$1,000,000 per occurrence and in aggregate.
 - 2. Including explosion, underground drilling excavation, and collapse hazards.
 - 3. Including an endorsement providing Additional Insured Status to CLIENT under the policy.
- C. Comprehensive Automobile Insurance:
 - 1. Bodily Injury and Property Damage Combined: \$1,000,000 per accident.
 - 2. Includes all owned, non-owned, and hired vehicles used in connection with the services under this Agreement.
- D. Professional Liability Insurance:
 - 1. \$1,000,000 per claim and in aggregate.

EXHIBIT D

Special Provisions for Field Services

- A. Right of Entry. CLIENT agrees to furnish GEI with right-of-entry and a plan of boundaries of the site where GEI will perform its services. If CLIENT does not own the site, CLIENT represents and warrants that it will obtain permission for GEI's access to the site to conduct site reconnaissance, surveys, borings, and other explorations of the site pursuant to the scope of services in the Agreement. GEI will take reasonable precautions to minimize damage to the site from use of equipment, but GEI is not responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from GEI's operations has not been included in GEI's fee, unless specifically stated in **Exhibit B**.
- B. Underground structures. CLIENT will identify locations of buried utilities and other underground structures in areas of subsurface exploration. GEI will take reasonable precautions to avoid damage to the buried utilities and other underground structures noted. If locations are not known or cannot be confirmed by CLIENT, then there will be a degree of risk to CLIENT associated with conducting the exploration. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of any damages and losses resulting from the exploration work.
- C. Presence of Hazardous Materials. If the services under this Agreement do not include services relating to hazardous waste, oil, asbestos, or other hazardous materials, as defined by federal, state, or local laws or regulations, and if such materials are discovered during GEI's work, CLIENT agrees to negotiate appropriate revisions to the scope, schedule, budget, terms, and conditions of this Agreement. When such hazardous materials are suspected, GEI will have the option to stop work, without financial penalty, until a modification to this Agreement is made or a new Agreement is reached. If a mutually satisfactory Agreement cannot be reached between both parties, this Agreement will be terminated, and CLIENT agrees to pay GEI for all services rendered up to the date of termination, including any costs associated with termination.

- D. Disposal of Samples and Wastes Containing Regulated Contaminants. In the event that samples collected by GEI or provided by CLIENT, or wastes generated as a result of site investigation activities, contain or potentially contain substances or constituents which are or may be regulated contaminants as defined by federal, state, or local statutes, regulations, or ordinances, including but not limited to samples or wastes containing hazardous materials, said samples or wastes remain the property of CLIENT and CLIENT will have responsibility for them as a generator. If set forth in the Agreement, GEI will, at CLIENT's expense, perform necessary testing, and either (a) return said samples and wastes to CLIENT, or (b) using a manifest signed by CLIENT as generator, have said samples and/or wastes transported to a location selected by CLIENT for disposal. CLIENT agrees to pay all costs associated with the storage, transport, and disposal of said samples and/or wastes. Unless otherwise provided in the Agreement, GEI will not transport, handle, store, or dispose of waste or samples or arrange or subcontract for waste or sample transport, handling, storage, or disposal. CLIENT recognizes and agrees that GEI is working as a bailee and at no time assumes title to said waste or samples or any responsibility as generator of said waste or samples.
- E. Contribution of Hazardous Materials. CLIENT agrees that GEI has not contributed to the presence of hazardous wastes, oils, asbestos, biological pollutants such as molds, fungi, spores, bacteria, and viruses, and by-products of any such biological organisms, or other hazardous materials that may exist or be discovered in the future at the site. GEI does not assume any liability for the known or unknown presence of such materials. GEI's scope of services does not include the investigation or detection of biological pollutants such as molds, fungi, spores, bacteria, and viruses, and by-products of any such biological organisms. CLIENT agrees to indemnify and hold harmless GEI, its subconsultants, subcontractors, agents, and employees from and against all claims, damages, losses, and costs (including reasonable attorneys' fees) that may result from the detection, failure to detect, or from the actual, alleged, or threatened discharge, dispersal, release, escape, or exposure to any solid, liquid, gaseous or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalies, chemicals, waste, oil, hazardous materials, or biological pollutants. CLIENT's obligations under this paragraph apply unless such claims, damages, losses, and expenses are caused by GEI's sole negligence or willful misconduct.

EXHIBIT E

Special Provisions for Services of Licensed Site/Environmental Professionals

For services under this Agreement that require the engagement of a Licensed Site Professional (LSP) or a Licensed Environmental Professional (LEP) registered with and subject to the laws and regulations promulgated by the state in which the services are provided (collectively the LSP/LEP Program), the following will apply:

- A. ~~Under the LSP/LEP Program, the LSP/LEP owes professional obligations to the public, including, in some instances, a duty to disclose the existence of certain contaminants to the state in which the services are provided.~~
- B. ~~CLIENT understands and acknowledges that in the event that the licensed professional's obligations under the LSP/LEP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of CLIENT, the licensed professional is bound by law to comply with the requirements of the LSP/LEP Program. CLIENT recognizes that the licensed professional is immune from civil liability resulting from any such actual or alleged conflict.~~
- C. ~~CLIENT agrees to indemnify and hold GEI harmless from any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the licensed professional's fulfillment of the licensed professional's obligations under the LSP/LEP Program.~~

EXHIBIT F

Special Provisions for Engineering Design Services

- A. Design Without Construction Phase Services. CLIENT understands and agrees that if GEI's services under this Agreement include engineering design and do not include Construction-Related Services, then CLIENT:
1. Assumes all responsibility for interpretation of the construction Contract Documents.
 2. Assumes all responsibility for construction observation and review.
 3. Waives any claims against GEI that may be in any way connected thereto.

For purposes of this Agreement, Construction-Related Services include, but are not limited to: construction observation; review of the construction contractor's technical submittals; review of the construction contractor's progress; or other construction-phase services.

B. Use of Documents.

1. The actual signed and sealed hardcopy construction Contract Documents including stamped drawings, together with any addenda or revisions, are and will remain the official copies of all documents.
2. All documents including drawings, data, plans, specifications, reports or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human alteration, or other causes.
3. Electronic Files are provided for convenience and informational purposes only and are not a finished product or Contract Document. GEI makes no representation regarding the accuracy or completeness of any accompanying Electronic Files. GEI may, at its sole discretion, add wording to this effect on electronic file submissions.
4. CLIENT waives any and all claims against GEI that may result in any way from the use or misuse, unauthorized reuse, alteration, addition to, or transfer of the Electronic Files. CLIENT agrees to indemnify and hold harmless GEI, its officers, directors, employees, agents, or subconsultants, from any claims, losses, damages or costs (including reasonable attorney's fees) which may arise out of the use or misuse, unauthorized reuse, alteration, addition to, or transfer of Electronic Files.

EXHIBIT G

Special Provisions for Opinions of Probable Construction Costs

GEI's Opinions of Probable Construction Cost provided under this Agreement are made on the basis of GEI's experience and qualifications, and represent GEI's best judgment as an experienced and qualified professional generally familiar with the industry. However, since GEI has no control over the cost of labor, materials, equipment or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, GEI cannot and does not guarantee that proposals, bids or actual construction costs will not vary from Opinions of Probable Construction Cost prepared by GEI.

If CLIENT wishes greater assurance as to probable construction costs, CLIENT agrees to employ an independent cost estimator.

EXHIBIT H

Special Provisions for Construction Services

In accordance with the scope of services under this Agreement, GEI will provide personnel to observe the specific aspects of construction stated in the Agreement and to ascertain that construction is being performed, in general, in accordance with the approved construction Contract Documents.

A. GEI cannot provide its opinion on the suitability of any part of the work performed unless GEI's personnel make measurements and observations of that part of the construction. By performing construction observation services, GEI does not guarantee the contractor's work. The contractor will remain solely responsible for the accuracy and adequacy of all construction or other activities performed by the contractor, including: methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding or other temporary construction aids; safety in, on, or about the job site; and compliance with OSHA and construction safety regulations and any other applicable federal, state, or local laws or regulations.

B. In consideration of any review or evaluation by GEI of the various bidders and bid submissions, and to make recommendations to CLIENT regarding the award of the construction Contract, CLIENT agrees to hold harmless and indemnify GEI for all costs, expenses, damages and attorneys' fees incurred by GEI as a result of any claims, allegations, administrative proceedings, or court proceedings arising out of or relating to any bid protest or such other action taken by any person or entity with respect to the review and evaluation of bidders and bid submissions or recommendations concerning the award of the construction Contract. This paragraph will not apply if GEI is adjudicated by a court to have been solely negligent or to have actually engaged in intentional and willful misconduct without legitimate justification, privilege, or immunity; however, CLIENT will be obligated to indemnify GEI until any such final adjudication by a court of competent jurisdiction.

FEE SCHEDULE

<u>Personnel Category</u>	<u>Hourly Billing Rate \$ per hour</u>
Staff Professional – Grade 1	\$ 93
Staff Professional – Grade 2	\$ 101
Project Professional – Grade 3	\$ 109
Project Professional – Grade 4	\$ 117
Senior Professional – Grade 5	\$ 133
Senior Professional – Grade 6	\$ 172
Senior Professional – Grade 7	\$ 185
Senior Consultant – Grade 8	\$ 256
Senior Consultant – Grade 9	\$ 287
Senior Principal – Grade 10	\$ 287

Senior Drafter and Designer / GIS	\$ 106
Drafter and Designer / GIS	\$ 86
*Senior Field Professional	\$ 109
*Field Professional	\$ 95
*Senior Technician	\$ 82
*Technician II	\$ 78
*Technician I	\$ 68
Word Processor, Administrative Staff	\$ 71
Office Aide	\$ 71

These rates are billed for both regular and overtime hours in all categories. Rates will increase up to 5% annually, at GEI’s option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

OTHER PROJECT COSTS

Third Party Project Charges – All third party project charges will be billed at cost plus a 10% service charge. Examples of such charges include chemical laboratory charges; rented or leased equipment; printing and communication costs; shipping and mailing costs; sample disposal costs; transportation costs, project permits, and licenses.

Billing Rates for Specialized Technical Computer Programs – Computer usage for specialized technical programs will be billed at a flat rate of \$10.00 per hour in addition to the labor required to operate the computer.

Field Equipment Charges – GEI-owned field equipment will be billed at the following rates:

Backpack and shoreline electro-fishers	\$ 160/day	Invertebrate equipment package	\$ 55/day
Boat electro-fisher	\$ 420/day	Flow meter	\$ 85/day
Boat only	\$ 260/day	Multi-probe	\$ 160/day
IFIM equipment package	\$ 85/day		

Transportation Charges - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at \$25/day plus mileage. Travel costs including airfare, rental vehicles, taxis, parking, tolls, and other transportation charges will be billed at cost plus 15% service charge.

Subsistence – Lodging and meal costs at job sites, and in transit to and from job sites, will be billed at cost plus 15% service charge.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT). Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI’s invoice number.



PROJECT

Hemlock Woolly Adelgid Survey

Location: Mason, Oceana, and Muskegon Counties, Michigan

Client: West Michigan Shoreline Regional Development Commission

Service Dates

Start: April 2018

Completed: 2019

Fees

- GEI Fee: \$96,162

Key Elements

- Invasive species survey and mapping
- Data collection and management
- Landowner interactions
- Public education
- Project partner collaboration



GEI Consultants has surveyed 2,000 acres of Lake Michigan shoreline for the presence of hemlock woolly adelgid on parcels predetermined by geospatial data to be most susceptible to this exotic pest.

In 2018, GEI was given a list of parcels requiring surveys for invasive exotic hemlock woolly adelgid (HWA). As part of the project scope, GEI needed to obtain landowner permission to access over 1,400 parcels before commencing any field work.

This was accomplished by creating an online survey which linked answers to a database. The URL link was then added to an informational postcard and mailed to each landowner. Throughout the process, permission data was constantly updated in both the database and GIS data used by field staff.

Once permission was granted for a particular parcel, surveyors systematically walked the property and inspected any hemlock trees (*Tsuga canadensis*) for the presence of the woolly adelgid. Data such as hemlock density, adelgid presence, and land use was collected using handheld GPS units capable of sub-meter accuracy. Field staff used the Midwest Invasive Species Information Network (MISIN) collection protocol which defines the species, area, and density of each population.

GEI constantly worked with both West Michigan Shoreline Regional Development Commission and the Ottawa Conservation District to ensure data quality, give and receive input, and provide survey status updates.





City Council Agenda Item Report

FROM: Ryan Heise

MEETING DATE: 8/28/23

SUBJECT: Household Hazardous Waste Day & Styrofoam Collection '23

DESCRIPTION:

City Council discussed the Household Hazardous Waste Day (HHW) and Styrofoam Collection Event at their 8/23/23 Workshop. The Tri-Community Recycling Committee and Saugatuck Douglas Rotary Club (SDRC) are joining forces, yet again to coordinate the third event. Details are included in the packet.

BUDGET ACTION REQUIRED:

Approve \$3,000.00

COMMITTEE/COMMISSION REVIEW

NA

LEGAL REVIEW:

None

SAMPLE MOTION:

Move to approve a City of Saugatuck contribution towards Household Hazardous Waste & Styrofoam collection event in the amount not to exceed \$3,000.00

HHW Day & Styrofoam Collection Event 2023



The Tri-Community Recycling Committee and the Saugatuck-Douglas Rotary Club (SDRC) are joining forces once again to coordinate the Third Annual HHW Day. And, to add to the quality of the event, Styrofoam will also be collected at the same time and location. The date for the event is Tuesday, September 26. Both ERG Services and DART are available that day, with DART delivering a semi-trailer the Friday beforehand.

As in years past, the HHW Day event would not be possible without the help, both monetary and voluntary, of the three communities, the SDRC, the STFD, and community donors. Based on 2022 expenses (\$17,760) and participation level by municipality, we are requesting the following:

Entity	Amount
SDRC	\$10,000.00
STFD	\$1,500.00
City of Saugatuck	\$3,000.00
Saugatuck Township	\$3,000.00
City of Douglas	\$2,000.00

It is highly unlikely that the City of Douglas will not donate to the event this year as the renegotiation of their waste contract resulted in the inclusion of a HHW Day for their residents. We will certainly make the ask but do not anticipate a donation. However, we are not inclined to turn away City of Douglas residents if they want to drop off HHW or Styrofoam at the September 26 event.

HHW Day 2022

The second annual Household Hazardous Waste Day was held on on May 24, 2022. A total of 16,972 pounds of hazardous material was collected from two hundred and twenty-six (226) vehicles.

Expenses were kept relatively low and included the Rotary banner, volunteer t-shirts, and treats for the volunteers after the event.

Items	Amount
ERG Environmental	\$16,952.00
Rotary banner	\$316.00
Volunteer T-shirts	\$302.10
Volunteer treats	\$189.00

\$17,759.10

Donations were raised from various sources including private citizens and event participants. And each municipality offered up to \$5,000 (total = \$15,000) to help defray the cost of the event.

Entity	Amount
SDRC	\$10,000.00
STFD	\$1,000.00
Other	\$2,000.00
Participants	\$1,425.00
	\$14,425.00

Municipality

City of Douglas	\$5,000.00
City of Saugatuck	\$5,000.00
Saugatuck Township	\$5,000.00
	\$15,000.00

Total expenses, minus donations raised, resulted in a difference of \$3,334.10. As a result of the participation rates, each municipality was asked to provide:

	Participants	Percent	Amount
Douglas	49	21.68%	\$722.88
Saugatuck	61	26.99%	\$899.91
Township	116	51.33%	\$1,711.31
Total	226		\$3,334.10

Styrofoam collection

The TCRC coordinated two Styrofoam collection dates in 2022 (June 11 and September 24). A total of 360 pounds of light weight unwanted Styrofoam was collected in June and 370 was collected in September.



City Council Agenda Item Report

FROM: Jamie Wolters
MEETING DATE: August 28, 2023
SUBJECT: Special Event-Chili Cookoff

DESCRIPTION:

The Cow Hill Yacht Club is proposing the Chili Cookoff to be held on October 8th, 2023. See attached application and breakdown of event below. City Staff, Fire, Police, and event organizer will meet closer to the event date to discuss specifics needed from each department.

BUDGET ACTION REQUIRED:

N/A

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Motion to approve/deny the Chili Cookoff to take place on October 8th, 2023 organized by the Cow Hill Yacht Club.



Approved
 Denied
 _____ Date

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

SPECIAL EVENT APPLICATION

Must be filled out in its entirety & returned to the City Clerk's Office 30 days prior to scheduled event

SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: Cow Hill Yacht Club of Southwest Mich
 MAILING ADDRESS: Box 554
 CONTACT NAME: Ken Trester
 E-MAIL ADDRESS: ktrester@comcast.net

TELEPHONE: 313-515-0321

TELEPHONE: _____

CELL PHONE: 313-515-0321

CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: Same as above
 E-MAIL ADDRESS: _____

TELEPHONE: _____

CELL PHONE: _____

EVENT INFORMATION

NAME OF EVENT: Chili Cook Off
 PURPOSE OF EVENT: Raise money, have fun

DATE(S) OF EVENT: Oct. 8, 2023

RAIN DATE: _____

- | | | | |
|--|--|--|---------------------------------------|
| <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: Wick's Park

EVENT HOURS: 12:30 to 7 p.m.

ESTIMATED NUMBER OF ATTENDEES: 1,500

ESTIMATED NUMBER OF VOLUNTEERS: 50

ESTIMATE DATE / TIME FOR SET-UP: Oct 7, 2023 9 _____ A.M. P.M.

ESTIMATE DATE / TIME FOR CLEAN-UP: Oct 9, 2023 2 _____ 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: 1 p.m. END: 4:30 p.m.

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: Guests will have IDs checked upon entry. Approved drinkers will be given wrist bands. Bartenders will monitor distribution.

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): Sign at Street entrance and inside the venue.
Description of signs: Entrance sign identifying the event,
(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 2
- AWNINGS - QUANTITY _____ TABLES - QUANTITY 30
- PORTABLE TOILETS - QUANTITY 3

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) TBD

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 6

BARRICADES – QUANTITY 1

TRAFFIC CONES – QUANTITY 10

PARKING SIGNS – QUANTITY 30?

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: Wicks Park. "No parking Saturday" signs should be in place Friday

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: Certificate of insurance and liquor license in process. Will

The applicant and sponsoring organization understand and agrees to: provide prior to the event

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

SAUGATUCK TOWNSHIP FIRE DISTRICT

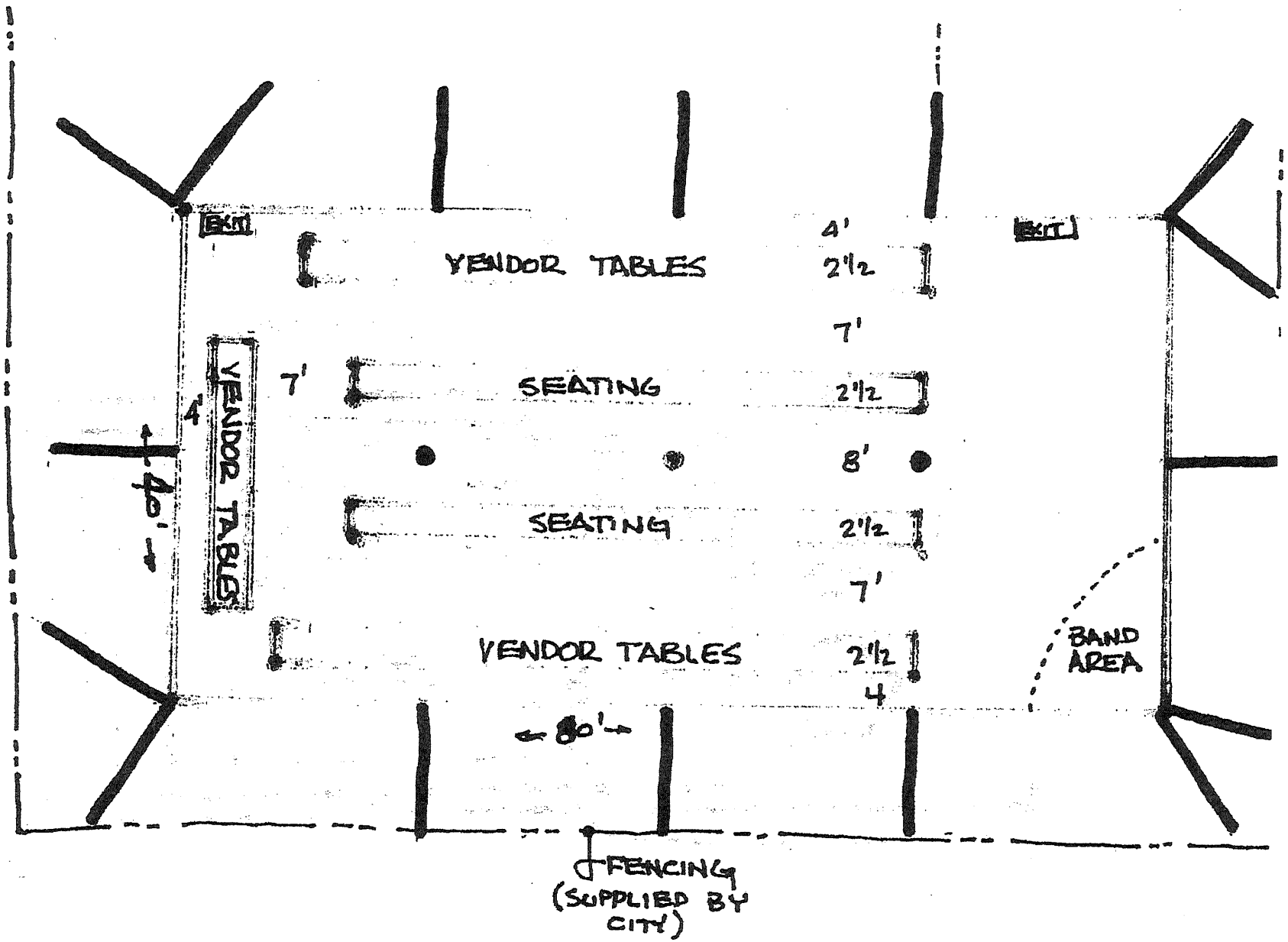
3342 Blue Star Highway
Saugatuck, MI 49453
269-857-3000 269-857-1228(Fax)
Greg Janik
Fire Chief/Fire Marshal

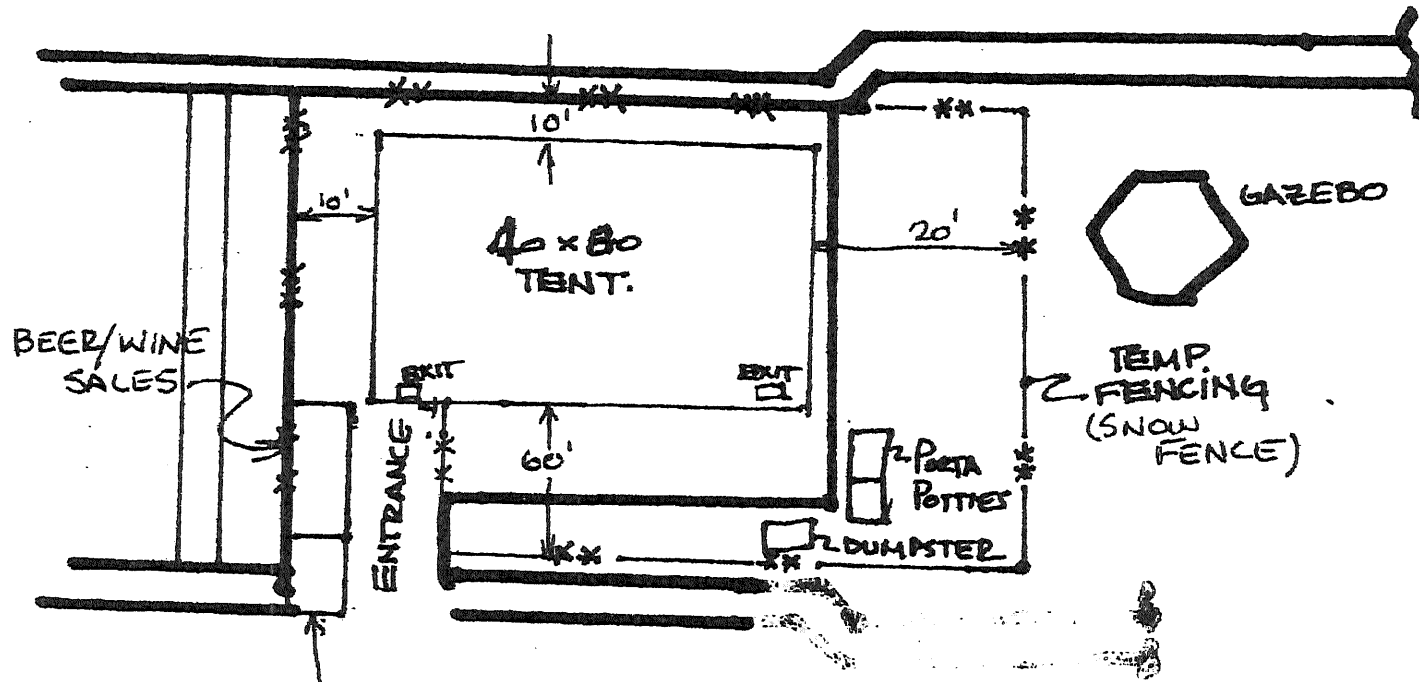
REQUIREMENTS FOR TENT STRUCTURES

Note this is a partial check list of requirements based on the International Fire Code (IFC). If you have further requirements consult with Saugatuck Township Fire District.

Check off when complete:

- A detailed site and floor plan for tents with an occupant load of 50 or more shall be provided with each application for approval. The floor plan shall indicate details of the means of egress, seating capacity, arrangement of seating and location of any heating and electrical equipment.
- Fire apparatus access roads shall be provided.
- Tents shall not be located within 20 feet of lot lines, buildings, other tents, parked vehicles, or internal combustion engines. Support ropes and guy wires shall be considered as part of the tent. Note: There are exceptions, consult with the Saugatuck Township Fire District.
- An unobstructed fire break passageway or fire road not less than 12 feet wide and free from guy ropes, or other obstructions shall be maintained on all sides of all tents. Unable to do this on the river side of the tent
- All tents and side curtains shall be composed of flame resistant material in accordance with NFPA 701 and IFC.
- Tents shall have a permanently affixed label bearing the identification of size and fabric or material type.
- A copy of the certificate attesting to the flame resistance of the fabric shall be submitted to Saugatuck Township Fire District. Same tent used in previous years.
- Combustible materials shall not be located within any tent structure.
- Open flame or other devices emitting flame, fire or heat including parked cars shall not be permitted inside or within 20 feet of the tent. Participants will be so informed.
- Portable fire extinguishers shall be provided at the exits. A minimum size of 2A 10BC. We hope to once again obtain them from STFD.





ENTRANCE (FEES
 & DRINK TICKET
 SALES & I.D.
 CHECK) WATER STREET.



City Council Agenda Item Report

FROM: Jamie Wolters

MEETING DATE: 8/23/23

SUBJECT: Microphone Proposal for Chamber

DESCRIPTION:

The Council Chamber needs new microphones as the final update to the audio visual system. The current microphones are over 15 years old and are creating some audio issues as of lately. Please see the attached proposal, option #2 is what we would like to proceed with.

BUDGET ACTION REQUIRED:

Approve \$13,911.00

COMMITTEE/COMMISSION REVIEW

None.

LEGAL REVIEW:

None.

SAMPLE MOTION:

Approve the Buist Audio Visual bid for \$13,911.00 to replace nine microphones with upgrades.



AUDIO VISUAL | AUTOMATION | COMMUNICATIONS | CONTRACTING | ENGINEERING | MEDIUM VOLTAGE | OUTDOOR UTILITIES | SERVICE | TESTING

June 19, 2023

Quotation #: **D230210**

Jamie Wolters
City of Saugatuck
102 Butler Street
Saugatuck, MI 49453

RE: New Microphone Upgrade

Jamie:

Buist Audio Visual has reviewed the requirements of the project and will provide labor, material, and equipment to complete the work per plans and specifications as follows:

Option #1 - Direct Microphone Replacement

- Provide and install (9) Sennheiser MAT 133-S Gooseneck Microphone Bases to replace the existing (9) microphones on the table.
- Provide and install (10) Sennheiser MZH 3062 Gooseneck Microphone arms to replace the existing (9) table microphones, as well as the podium microphone.
- Provide and install (10) Sennheiser ME 35 Super Cardioid microphone capsules for all the gooseneck arms.
- Provide and install (10) REAN XLR Right Angle Connectors to replace all the floor pocket connectors. The right-angle connection should provide better protection against feet and cable legs.
- Provide and install all necessary cabling and hardware for the new microphones.

Total **Bid** Price: **\$13,422.00**

Option #2 - Direct Microphone Replacement with Upgrades

- Provide and install (9) Sennheiser MAT 133-S Gooseneck Microphone Bases to replace the existing (9) microphones on the table.
- Provide and install (10) Sennheiser MZH 3062 Gooseneck Microphone arms to replace the existing (9) table microphones, as well as the podium microphone.
- Provide and install (10) Sennheiser ME 35 Super Cardioid microphone capsules for all the gooseneck arms.
- Provide and install (10) REAN XLR Right Angle Connectors to replace all the floor pocket connectors. The right-angle connectors should provide better projection against feet and cable legs.
- Provide and install (9) Neutrik NC3FD-LX-BAG Panel Mount XLR connectors to establish quick connect points for each gooseneck microphone base on the table. These will be mounted in the table where the cables come out for each microphone currently.
- Provide and install all necessary cabling for the new microphones.

Total **Bid** Price: **\$13,911.00**

Option #3 - Wireless Microphones

- Provide and install (2) Shure MXWAPT8 8-Channel Microphone Wireless Access Points
- Provide and install (9) Shure MXW8 Desktop Base Gooseneck Transmitters to replace the existing table gooseneck microphones.
- Provide and install (9) Shure MX415LP/S 15” Microflex Supercardioid Gooseneck Microphones to attach to the MXW8 Gooseneck Transmitter Bases.
- Provide and install (2) Shure MXWNCS8 Networked Charging Stations to easily charge (8) desktop transmitters at once.
- Provide and install (1) QSC Core 110f-v2 Audio and Control Processor. This will replace the existing Biamp Nexia in the system.
- Provide and install (1) Sennheiser MZH 3062 Gooseneck arm to replace the existing gooseneck microphone at the podium.
- Provide and install (1) Sennheiser ME 35 Supercardioid microphone capsule to mount to the new microphone arm.
- Provide and install all necessary cabling and hardware for the system upgrade.
- Provide labor to program, test, and commission the new audio processing and wireless microphones.

Total **Bid** Price: **\$28,402.00**

Price is based on all work being performed Monday through Friday from 7:00 AM to 4:30 PM.

Due to current supply chain challenges, material costs are subject to review until a PO/contract is received/signed, at which time we will secure all available materials. For longer lead time items, we are seeing shorter expiration dates on supplier/manufacturer quotes, as well as price escalation in the interim between PO issuance and date of shipment. We will make every effort to keep you informed and be transparent with any costs we need to pass along on these items. We regret the necessity of this addition to our quote letters and will continue to work diligently to keep these costs in check – looking forward to the day this statement can be removed. We appreciate your understanding and thank you for the opportunity to submit this quotation.

Please feel free to contact me directly at (616) 219-9580 or via email at ddeal@buistav.com with any questions.

Respectfully,

BUIST AUDIO VISUAL

Devin Deal

Devin Deal
AV Solution Architect

DD/kl

Notice to Proceed

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified.

Date Accepted: _____ Signature: _____ P.O. #: _____

(Please sign and email back)



City Council Agenda Item Report

FROM: Ryan Heise

MEETING DATE: 8/23/23

SUBJECT: Mt Baldhead Donation Box

DESCRIPTION:

Members of the Historical Society would like to solicit donations to be used for the upkeep of the Mt Baldhead public facilities. Members of the Historical Society recently installed a donation box at the base of the Mt Baldhead stairs. I requested that the group present their thoughts on the use of funds to the Parks and Public Works Committee and receive approval for Council with explanation of management of donated dollars.

BUDGET ACTION REQUIRED:

None

COMMITTEE/COMMISSION REVIEW

Reviewed with Parks and Public Works Committee

LEGAL REVIEW:

Yes

SAMPLE MOTION:

Allow members of the Historical Society maintain a donation box at the base of Mt Baldhead stairs, with all proceeds going to the City for operations and maintenance of Mt Baldhead public facilities.