



## CITY COUNCIL SPECIAL MEETING AGENDA

August 3, 2022 – 4:00 pm

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

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

1. **Call to Order**
2. **Roll Call**
3. **Agenda Changes** (Additions/Deletions)
4. **Guest Speaker**
5. **Public Comment on Agenda Items Only** (Limit 3 minutes)
6. **New Business:**
  - A. Special Event – Annual Sidewalk Sales (*Voice Vote*)
  - B. Special Event – Labor Day Bridge Walk (*Voice Vote*)
  - C. Special Event - Mt. Baldhead Challenge (*Voice Vote*)
  - D. Historic District Commission Reappointment (*Voice Vote*)
  - E. Interurban Reappointment (*Voice Vote*)
  - F. Zoning Administrator & Floodplain Manager Appointment (*Voice Vote*)
  - G. Saugatuck/Douglas Pump House Agreement (*Voice Vote*)
  - H. Allegan County Sheriff's Dock Agreement (*Voice Vote*)
7. **Public Comments** (Limit 3 minutes)
8. **Closed Session:**

Pursuant to MCL 15.268(h) of the Open Meetings Act, the City will enter into closed session to consult with the City's attorney to consider confidential written legal opinion regarding the City's authority to establish or modify City staff positions, job duties, and compensation. (*Roll Call*)
9. **New Business Continued:**
  - A. Frank Walsh Recruitment Proposal (*Roll Call*)
10. **Correspondence:**
  - A. Hazardous Structure Letter
  - B. Vine Street Letter
11. **Council Comments**
12. **Adjourn** (*Voice Call*)

### **NOTICE:**

Join online by visiting:

<https://us02web.zoom.us/j/2698572603>

Join by phone by dialing:

**(312) 626-6799 -or-  
(646) 518-9805**

Then enter "Meeting ID":

**2698572603**

Please send questions or comments regarding meeting agenda items prior to meeting to:

[ryan@saugatuckcity.com](mailto:ryan@saugatuckcity.com)

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

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

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



## City Council Agenda Item Report

**FROM:** Jamie, Wolters  
**MEETING DATE:** August 3, 2022  
**SUBJECT:** Special Event Application- Annual Sidewalk Sales

**DESCRIPTION:**

Attached is the special event form for the Annual Sidewalk Sales sponsored by SDABA.

Special Event: Annual Sidewalk Sales  
Date: 8/18/22  
Location: Butler, Mason and Hoffman Streets  
Event Hours: 9 a.m. - 5 p.m.  
Set up: 7 a.m. – 9 a.m.  
Clean up: 5 p.m. – 7 p.m.  
Estimated Attendees: 500-1000  
Estimated Volunteers: 12  
Banner Palette Sign: No  
Barricades: 12  
No Parking signs: Yes  
Music: Yes  
No Fireworks, No Liquor

**BUDGET ACTION REQUIRED:**

N/A

**COMMITTEE/COMMISSION REVIEW:**

N/A

**LEGAL REVIEW:**

N/A

**SAMPLE MOTION:**

Motion to **approve/deny** the special event application Annual Sidewalk Sales sponsored by SDABA to be held on August 18<sup>th</sup>, 2022, contingent on staff approval after safety meeting is conducted.



**Council Action**

\_\_\_\_\_ Approved

\_\_\_\_\_ Denied

\_\_\_\_\_ Date

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

### SPECIAL EVENT & PARADE APPLICATION

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

#### SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: SDABA  
MAILING ADDRESS: PO Box 221 Saugatuck Mi 49453  
CONTACT NAME: Becky Schrupf/Josephine Fowler  
E-MAIL ADDRESS: puddingstonesales@gmail.com

TELEPHONE: 2698571626  
TELEPHONE: 269-759-0266  
CELL PHONE: 269-857-1626

#### CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: Josephine Fowler/Becky Schrupf  
E-MAIL ADDRESS: puddingstonesales@gmail.com

TELEPHONE: 269-759-0266  
CELL PHONE: 269-857-1626

#### EVENT INFORMATION

NAME OF EVENT: Annual Sidewalk Sale  
PURPOSE OF EVENT: Bringing Business to our town

DATE(S) OF EVENT: 08/18/2022  
RAIN DATE: NA

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

EVENT LOCATION: Butler, Mason and Hoffman Streets

EVENT HOURS: 9-5

ESTIMATED NUMBER OF ATTENDEES: 500-1000

ESTIMATED NUMBER OF VOLUNTEERS: 12

ESTIMATE DATE / TIME FOR SET-UP: 08/18/22 7-9  A.M.  P.M.

ESTIMATE DATE / TIME FOR CLEAN-UP: 8/18/22 5-7  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: <sup>11</sup>\_\_\_\_\_ END: <sup>5</sup>\_\_\_\_\_

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

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

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

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

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

**"YARD" SIGNS** - Number requested: <sup>8</sup>\_\_\_\_\_ (Maximum size is 2' x 2'. Cannot be displayed no more than 15 days prior to first day of event and must be removed 24 hours after end of event.)

**BANNER UNDER SAUGATUCK PALETTE SIGN** - (Size cannot be greater than 14' x 4'). Cannot be displayed more than 15 days prior to first day of event and must be removed 24 hours after end of event.)

**SIGNAGE AT EVENT SITE** - Location(s): \_\_\_\_\_  
Description of signs: \_\_\_\_\_  
(Signs at event site cannot be displayed prior to day of the event and must be 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 <sup>30-40</sup>\_\_\_\_\_

**AWNINGS** – QUANTITY \_\_\_\_\_  **TABLES** – QUANTITY <sup>50-60</sup>\_\_\_\_\_

**PORTABLE TOILETS** – QUANTITY \_\_\_\_\_

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

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

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

**DEPARTMENT OF PUBLIC WORKS**

APPROVED  DENIED

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

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

TRASH RECEPTACLES – QUANTITY 8

BARRICADES – QUANTITY 12

TRAFFIC CONES – QUANTITY 8

PARKING SIGNS – QUANTITY 25-30

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: 08/18/22

A.M.  P.M.

Street re-open date/time: 08/18/22

A.M.  P.M.

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

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

Sidewalk closure date/time: \_\_\_\_\_

A.M.  P.M.

Sidewalk re-open date/time: \_\_\_\_\_

A.M.  P.M.

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

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

Sidewalk closure date/time: \_\_\_\_\_

A.M.  P.M.

Sidewalk re-open date/time: \_\_\_\_\_

A.M.  P.M.

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

## APPLICATION CHECK LIST

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

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

The applicant and sponsoring organization understand and agrees to:

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

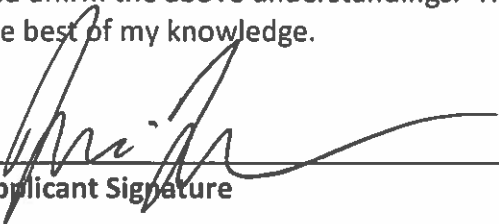
Comply with all City and County Ordinances and applicable State laws, City policies and acknowledges that the special events permit does not relieve the applicant or organization from meeting any application requirements of law or other public bodies or agencies.

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

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

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

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

  
\_\_\_\_\_  
Applicant Signature

7-18-22  
\_\_\_\_\_  
Date



## City Council Agenda Item Report

**FROM:** Jamie, Wolters  
**MEETING DATE:** August 3, 2022  
**SUBJECT:** Special Event Application- Labor Day Bridge Walk

**DESCRIPTION:**

Attached is the special event form for the Labor Day Bridge Walk sponsored by SPS Community Recreation.

Special Event: Labor Day Bridge Walk  
Date: 9/5/22  
Location: Blue Star Bridge  
Event Hours: 8 a.m. - 10 a.m.  
Estimated Attendees: 300  
Estimated Volunteers: 12  
Banner Palette Sign: No  
Barricades: TBD  
No Music, No Fireworks, No Liquor

**BUDGET ACTION REQUIRED:**

N/A

**COMMITTEE/COMMISSION REVIEW:**

N/A

**LEGAL REVIEW:**

N/A

**SAMPLE MOTION:**

Motion to **approve/deny** the special event application Labor Day Bridge Walk sponsored by SPS Community Recreation to be held on September 5<sup>th</sup>, 2022, contingent on staff approval after safety meeting is conducted.

7.11.22



\_\_\_\_ Approved

\_\_\_\_ Denied

\_\_\_\_ Date

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 Phone: 269-857-2603 • Website: [www.saugatuckcity.com](http://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: SPS Community Recreation TELEPHONE: 269.857.1444  
 MAILING ADDRESS: Po Box 818 Douglas MI 49406  
 CONTACT NAME: Scott Kierzek TELEPHONE: 616.886.0577  
 E-MAIL ADDRESS: skierzek@saugatuckps.com CELL PHONE: \_\_\_\_\_

### CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: Same TELEPHONE: \_\_\_\_\_  
 E-MAIL ADDRESS: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

### EVENT INFORMATION

NAME OF EVENT: Labor Day Bridge Walk DATE(S) OF EVENT: 9-5-22  
 PURPOSE OF EVENT: Tradition RAIN DATE: \_\_\_\_\_

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

EVENT LOCATION: Blue Star Bridge EVENT HOURS: \_\_\_\_\_

ESTIMATED NUMBER OF ATTENDEES: 300

ESTIMATED NUMBER OF VOLUNTEERS: 12

ESTIMATE DATE / TIME FOR SET-UP: 9-5-22 8  A.M.  P.M.

ESTIMATE DATE / TIME FOR CLEAN-UP: 9-5-22 10  A.M.  P.M.

*M*



## EVENT DETAILS

WILL MUSIC BE PROVIDED DURING THIS EVENT:  Yes  No

TYPE OF MUSIC PROPOSED:  Live  Amplification  Recorded  Loudspeakers

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

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

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

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

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

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

"YARD" SIGNS - Number requested: \_\_\_\_ (Maximum size is 2' x 2'. Cannot be displayed no more than 15 days prior to first day of event and must be removed 24 hours after end of event.)

BANNER UNDER SAUGATUCK PALETTE SIGN - (Size cannot be greater than 14' x 4'). Cannot be displayed more than 15 days prior to first day of event and must be removed 24 hours after end of event.)

SIGNAGE AT EVENT SITE - Location(s): \_\_\_\_\_

Description of signs: \_\_\_\_\_

(Signs at event site cannot be displayed prior to day of the event and must be 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 One  TENTS – QUANTITY \_\_\_\_\_

AWNINGS – QUANTITY \_\_\_\_\_  TABLES – QUANTITY \_\_\_\_\_

PORTABLE TOILETS – QUANTITY \_\_\_\_\_

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

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

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

**DEPARTMENT OF PUBLIC WORKS**

APPROVED

DENIED

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

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

TRASH RECEPTACLES – QUANTITY \_\_\_\_\_

BARRICADES – QUANTITY \_\_\_\_\_

TRAFFIC CONES – QUANTITY \_\_\_\_\_

PARKING SIGNS – QUANTITY \_\_\_\_\_

FENCING  WATER  ELECTRIC

RESTROOM CLEANING

OTHER \_\_\_\_\_

**POLICE DEPARTMENT**

APPROVED

DENIED

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

ADDITIONAL OFFICERS REQUIRED?  Yes  No

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

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

**SAUGATUCK TOWNSHIP FIRE DISTRICT**

APPROVED

DENIED

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

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

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

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

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

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

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

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

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

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

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

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

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

# APPLICATION CHECKLIST

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

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

The applicant and sponsoring organization understand and agrees to:

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

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

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

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

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

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



Applicant Signature

9-5-22

Date

7.11.22



## City Council Agenda Item Report

**FROM:** Jamie, Wolters  
**MEETING DATE:** August 3, 2022  
**SUBJECT:** Special Event Application- Mt. Baldhead Challenge

**DESCRIPTION:**

Attached is the special event form for the Mt. Baldhead Challenge sponsored by Rotary Club of Saugatuck and Douglas to support the Boys & Girls Club.

Special Event: Mt. Baldhead Challenge  
Date: 9/10/22  
Location: Wicks Park to start and finish, see attached course maps  
Event Hours: Races begin at 8:45 a.m.  
Estimated Attendees: 500  
Estimated Volunteers: 70-100  
Time for set up: 9 a.m.  
Time for clean up: 1 p.m. – 4 p.m.  
Banner Palette Sign: No  
Barricades: TBD  
No Music, No Fireworks, No Liquor

**BUDGET ACTION REQUIRED:**

N/A

**COMMITTEE/COMMISSION REVIEW:**

N/A

**LEGAL REVIEW:**

N/A

**SAMPLE MOTION:**

Motion to **approve/deny** the special event application Mt. Baldhead Challenge sponsored by Rotary Club of Saugatuck and Douglas to be held on September 10<sup>th</sup>, 2022, contingent on staff approval after safety meeting is conducted.



Council Action

\_\_\_\_ Approved

\_\_\_\_ Denied

\_\_\_\_ Date

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Phone: 269-857-2603 • Website: [www.saugatuckcity.com](http://www.saugatuckcity.com)

## SPECIAL EVENT & PARADE APPLICATION

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

### SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: Rotary Club of Saugatuck - Douglas TELEPHONE: 248-245-4210  
MAILING ADDRESS: P.O. Box 211 Douglas MI 49406  
CONTACT NAME: Helen Baldwin TELEPHONE: —  
E-MAIL ADDRESS: hbaldwin0925@gmail.com CELL PHONE: 248-245-4210

### CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: Helen Baldwin TELEPHONE: —  
E-MAIL ADDRESS: hbaldwin0925@gmail.com CELL PHONE: 248-245-4210

### EVENT INFORMATION

NAME OF EVENT: Mt. Baldhead Challenge DATE(S) OF EVENT: Sep<sup>t</sup>. 10, 2022  
PURPOSE OF EVENT: Support Boyz & Girls Club RAIN DATE: N/A

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

EVENT LOCATION: Wicks Park start + finish EVENT HOURS: 8:45 am - races begin @ 9:00

ESTIMATED NUMBER OF ATTENDEES: 500

ESTIMATED NUMBER OF VOLUNTEERS: 70-100

ESTIMATE DATE / TIME FOR SET-UP: 9/9/22 9:00  A.M.  P.M.

ESTIMATE DATE / TIME FOR CLEAN-UP: 9/10/22 1-4  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: 8:00 am END: 1:00 pm

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

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

If yes, describe measures to be taken to prohibit the sale of alcohol to minors: Bar area to be

enclosed in - ID's checked @ entrance.

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

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

"YARD" SIGNS - Number requested: \_\_\_ (Maximum size is 2' x 2'. Cannot be displayed no more than 15 days prior to first day of event and must be removed 24 hours after end of event.)

BANNER UNDER SAUGATUCK PALETTE SIGN - (Size cannot be greater than 14' x 4'). Cannot be displayed more than 15 days prior to first day of event and must be removed 24 hours after end of event.)

SIGNAGE AT EVENT SITE - Location(s): Wicks Park  
Description of signs: Triumphant Arch, Sponsor Signs, Course Maps  
(Signs at event site cannot be displayed prior to day of the event and must be removed at the end of the event.)

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

BOOTHS - QUANTITY \_\_\_\_\_  TENTS - QUANTITY ① 20x30'

AWNINGS - QUANTITY \_\_\_\_\_  TABLES - QUANTITY ~10

PORTABLE TOILETS - QUANTITY ~10

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

If yes, where do you propose your vendors park? n/a

Will the Interurban be utilized?  Yes  No Time(s) n/a

Saugatuck Public School buses to shuttle runners from Wicks to start across river at 1 Adventure Company.

**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 N/A
- BARRICADES – QUANTITY TBD pending
- TRAFFIC CONES – QUANTITY TBD pending course review
- PARKING SIGNS – QUANTITY course review
- FENCING  WATER  ELECTRIC  RESTROOM CLEANING
- OTHER \_\_\_\_\_

**POLICE DEPARTMENT**

APPROVED  DENIED

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

ADDITIONAL OFFICERS REQUIRED?  Yes  No

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

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

**SAUGATUCK TOWNSHIP FIRE DISTRICT**

APPROVED  DENIED

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

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

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

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

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

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

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

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

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

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

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

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

What parking arrangements are proposed to accommodate potential attendance: Saugatuck Public School buses to shuttle runners from Wick's post to 2 Adventure Company

## 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) *in process*
- Health Department Food Service License (if applicable)

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

The applicant and sponsoring organization understand and agrees to:

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

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

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

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

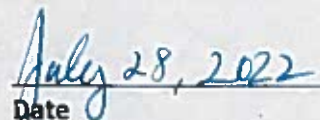
Applicant agrees to defend, indemnify and hold harmless the City of Saugatuck, Michigan from any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from this Special Event by reason of any damage to property, personal injury or bodily injury,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

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



Applicant Signature

*Helen Baldwin*



Date





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/27/2022

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	<b>CONTACT NAME:</b> Ali Sullita <b>PHONE (A/C, No, Ext):</b> 1-833-3ROTARY <b>E-MAIL ADDRESS:</b> rotary@ajg.com	<b>FAX (A/C, No):</b> 630-286-4062
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> All Active US Rotary Clubs & Districts The Rotary Club of Saugatuck-Douglas, MI ATTN: Risk Management Dept. 1560 Sherman Ave. Evanston, IL 60201-3698	<b>INSURER A:</b> Westchester Surplus Lines Insurance Company 10172	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 899307648**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	G73578917 001	7/1/2022	7/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		G73578917 001	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

**CERTIFICATE HOLDER**

The City of Saugatuck, Michigan

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Cynthia L. Hamilton*

# Mt. Baldhead Lunch & Music Event Liquor Control Plan

September 10, 2022 9:00am – 1:00pm

Kalamazoo River

Wicks Park, Saugatuck, MI

**Start Here**

Perimeter 1  
199 m (654 ft)

Area  
2,181 m<sup>2</sup> (23,476 ft<sup>2</sup>)

Additional Rest Rooms

Perimeter Fencing

Music Stage

Food & Beverage

Rest Rooms

Entrances/Exits

Water Street

3D

Google Earth icons: Home, Location, Street View, 3D, Navigation, Full Screen

Google Camera 203 m 42.39267N 86.17217W 177 m 100%

# MOUNT BALDHEAD CHALLENGE

THE ULTIMATE MULTI-TERRAIN RACE™

10 September 2022 9:00am Start Time

1,084' Elevation Gain 302 Dune Steps 80% Wooded Trails



## 8.22mi CHALLENGE

Starts at Adventure 1 Company Parking Lot & Ends at Wicks Park to cheer on "Extreme Challenge" competitors

## 12.52mi EXTREME CHALLENGE

Starts & Finishes at Wicks Park to celebrate with "Challenge" competitors

## 5mi KIDS FUN RUN

Kids Fun Run Starts (8:45am) & Finishes at Wicks Park



# MOUNT BALDHEAD

## CHALLENGE

THE ULTIMATE MULTI-TERRAIN RACE™

10 September 2022 9:00am Start Time

1,084' Elevation Gain 302 Dune Steps 80% Wooded Trails



5.52m KIDS FUN RUN!  
 12.52m START / FINISH  
 8.22m FINISH

### 8.22m CHALLENGE

Starts at Adventure 1 Company Parking Lot & Ends at Wicks Park to cheer on "Extreme Challenge" competitors

### 12.52m EXTREME CHALLENGE

Starts & Finishes at Wicks Park to celebrate with "Challenge" competitors

### 5.52m KIDS FUN RUN

Kids Fun Run Starts (8:45am) & Finishes at Wicks Park



**A** Monitors  
**WS** Water Station  
**SO** Safety Officer



**FROM:** Jamie Wolters, City Clerk  
**MEETING DATE:** August 3, 2022  
**SUBJECT:** Historic District Commission Appointments

**DESCRIPTION:**

City Charter, Section 15. Chapter 152

Subchapter 152.06 HISTORIC DISTRICT COMMISSION:

(B) Membership. The Commission shall consist of seven members who are residents of the City of Saugatuck, and shall be appointed by the Mayor with approval of the City Council. A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation, and, if available, either reside in or own property in the historic district. The Commission shall include a member nominated by a local preservation organization, if available, a licensed architect, registered in the State of Michigan, qualified in the design, rehabilitation and construction of historic structures, if available.

(1) Terms of office. Members of this Commission shall serve for terms of three years. The terms of all commissioners commence on the first day of the month established by the City Council as the beginning of member terms, with no more than three member terms commencing in a single calendar year. Members may be reappointed after their terms expire.

(2) Vacancies. In the event of a vacancy on the Commission, interim appointments shall be made within 60 days by the Mayor with approval of the City Council to complete the unexpired term of the position.

(C) Meetings. All meetings of the Commission shall be open to the public and any person or his or her duly authorized representative shall be entitled to appear and be heard on any matter before the Commission. Meetings of the Commission shall be held in compliance with the Open Meetings Act, Public Act 267 of 1976, as amended, being M.C.L.A. §§ 15.261 to 15.275. Public notice of the time, date, and place of the meeting shall be given in the manner required by Public Act 267 of 1976, as amended, being M.C.L.A. §§ 15.261 to 15.275. A meeting agenda shall be part of the notice and shall include a listing of each permit application to be reviewed or considered by the Commission. Meetings take place on the first Thursday of every month at 6 p.m.

The Mayor's appointment for the Historic District Commission positions are as follows:

The reappointment of Nico Leo with said term expiring term August 1, 2025.

Second appointment to be determined at a later date with said term expiring August 1, 2025.

**BUDGET ACTION REQUIRED:**

N/A

**COMMITTEE/COMMISSION REVIEW:**

N/A

**LEGAL REVIEW:**

N/A

**SAMPLE MOTION:**

Motion to approve/deny the reappointment of Nico Leo to the Historic District Commission with said term expiring on August 1, 2025.



**FROM:** Ryan Heise  
**MEETING DATE:** August 3<sup>rd</sup>, 2022  
**SUBJECT:** Appointment to the Interurban Board

**DESCRIPTION:**

Phyllis Yff, Executive Director for the Interurban Transit Authority, sent a letter indicating that the City representative sitting on the Authority Board (Gregory Muncey) term expires September 30<sup>th</sup>, 2022. Gregory has indicated a willingness to remain on the Board for another four-year term.

**BUDGET ACTION REQUIRED**

NA

**COMMITTEE/COMMISSION REVIEW**

None

**LEGAL REVIEW**

No

**SAMPLE MOTION:**

Motion to reappoint Gregory Muncey to the Interurban Transit Authority Board for a four (4) year term, October 1, 2022 to September 30<sup>th</sup>, 2026.

# **INTERURBAN**

## **TRANSIT AUTHORITY**

SAUGATUCK - DOUGLAS - SAUGATUCK TOWNSHIP  
100 E Wiley Rd, P.O. Box 649, Douglas, MI 49406

July 20, 2022

Mr. Ryan Heise, City Manager  
City of Saugatuck  
102 Butler St.  
Saugatuck, MI 49453

Dear Ryan;

Gregory Muncey is currently one of your representatives on the Interurban Transit Authority Board. His four year term will expire on September 30, 2022. Our Board terms are for four years, and the new term will be from October 1, 2022 through September 30, 2026. Gregory has expressed a willingness to remain on our board for another term.

Gregory has been a valuable member of the Board, and has served your community well. As a former rider and business owner, he brings a valuable point of view to the board. During the time he has served on our Board, Gregory has taken the time to become educated about the bus system, and is quite knowledgeable regarding our funding sources and accounting methods. This knowledge has made him a valuable asset to the Board.

I will look forward to hearing from you regarding this matter. Thank you for your assistance in helping to maintain a strong, involved, and knowledgeable Board while we continue to pursue our goals of providing safe and effective transportation for our local community.

Sincerely,  
Phyllis Yff  
Executive Director



**FROM:** Ryan Heise

**MEETING DATE:** August 3<sup>rd</sup>, 2022

**SUBJECT:** Appoint Zoning Administrator & Floodplain Manager

**DESCRIPTION:**

The City is required to have a Zoning Administrator and Floodplain Manager; these duties belonged to Cindy Osman. I'm recommending to Council that I be appointed as the Zoning Administrator and Floodplain Manager for the City of Saugatuck, until such time that a new Planning and Zoning employee is hired.

**BUDGET ACTION REQUIRED**

N/A

**COMMITTEE/COMMISSION REVIEW**

None

**LEGAL REVIEW**

Yes.

**SAMPLE MOTION:**

Motion to appoint Ryan Heise as the Zoning Administrator and Floodplain Manager.





**FROM:** Ryan Heise  
**MEETING DATE:** August 3<sup>rd</sup>, 2022  
**SUBJECT:** Saugatuck Douglas Historical Society Lease

**DESCRIPTION:**

The City of Saugatuck entered into a ten (10) year lease with the Saugatuck-Douglas Historical Society (SDHS) in 2012 for the use of the Pump House located at 735 Park Street. This lease expires this month, and the SDHS would like to renew for an additional ten (10) years. The lease agreement has been reviewed by the Director of the SDHS, Saugatuck Department of Public Works and is currently under attorney review.

**BUDGET ACTION REQUIRED**

N/A

**COMMITTEE/COMMISSION REVIEW**

None

**LEGAL REVIEW**

In process.

**SAMPLE MOTION:**

Motion to approve/deny the lease agreement with the SDHS for the use of the Pumphouse at 735 Parks Street for a period of ten (10) years.

## LEASE AGREEMENT

THIS LEASE AGREEMENT (Lease or Agreement) is made this \_\_\_ day of August, 2022, by and between CITY OF SAUGATUCK, a Michigan home rule city (LESSOR), and the SAUGATUCK-DOUGLAS HISTORICAL SOCIETY, a Michigan nonprofit corporation (LESSEE).

IN CONSIDERATION of the mutual covenants and promises contained herein, the sufficiency of which is acknowledged, the parties agree as follows:

1. Description of Leased Premises: This Lease shall apply to the premises at 735 Park Street, Saugatuck, Michigan, further described as follows:

See attached Schedule "A" for map of leased property.

(Premises).

This Lease does not include the existing dock presently located on the Premises, which dock shall be reserved for use of LESSOR and its agents, which use by LESSOR shall not interfere with LESSEE's use of the Premises for the purposes stated herein. If LESSOR desires to use the dock, LESSEE shall be given reasonable notice.

2. Use of Premises: The use of the Premises shall be as a historical museum, including the sale of articles related to such historical purposes, and fund raising for historical purposes. No other use of the Premises is permitted without the LESSOR's prior written consent.

3. Parking: LESSEE shall have nonexclusive use of the parking area at Mount Baldhead and LESSOR shall provide for the snow plowing and other maintenance of the lot. No designated parking area within the lot shall be provided.

4. Term of Lease and Option to Renew: The terms of this Lease shall be for ten (10) years, commencing on August \_\_\_\_, 2022 LESSEE shall take possession of the Premises on date of this Agreement.

5. Rental Rate and Consideration: LESSEE shall pay LESSOR \$1.00 per year commencing on the date of this Agreement. In addition, LESSEE will be liable to maintain in reasonable repair at all times any structure located on the Premises and shall keep all structures in compliance with all federal, state or local law applicable to public structures. No changes or modifications to the Premises or any structures thereon may be made without both parties prior written approval.

6. Utilities: LESSEE shall be responsible for the payment of all utilities serving the Premises or any structures thereon.

7. Maintenance of Premises: LESSEE shall operate and keep the Premises in a clean and sanitary condition according to all applicable laws and codes.

A. Structures. LESSEE shall be solely responsible for all upkeep, repair and maintenance of the interior and exterior of the structures on the Premises, and for the electrical, plumbing, and heating plant of the same.

B. Grounds. LESSEE shall be solely responsible for maintenance and care of the exterior grounds and for the upkeep of capital improvements made by LESSEE to the Premises. LESSEE shall not make any significant changes or improvements to the grounds or structures thereon except with the prior approval of LESSOR.

8. Permits: LESSEE shall be responsible to obtain all necessary state and local business licenses and/or permits, including health permits, as may be required under applicable laws to use the Premises.

9. Insurance and Hold Harmless Clause: During the term of this Lease, LESSEE shall save LESSOR harmless and shall indemnify LESSOR from and for and against all claims, actions, damages, liability and expense in connection with the loss of life, personal injury and/or

damage to property suffered by LESSEE, including without limitation consequential damages, LESSEE's invitees or guests arising from or out of any occurrence on the Premises being rented by LESSEE, unless such an occurrence directly results from the intentional or willful acts of the LESSOR, its officers or employees. During the term of this Agreement or any renewal the LESSEE shall be responsible for obtaining and maintaining insurance on LESSEE's personal property, equipment, and fixtures located on the Premises, as well as all program related fixed-improvements made by LESSEE to the building and Premises, and LESSOR shall have no liability therefor. LESSEE will also during the term of this Agreement or any renewal obtain and maintain the following public liability and property damage insurance and will name LESSOR as an additional insured party:

One Million and 00/100 Dollars (\$1,000,000.00) combined single limit for property damage and bodily injury on a per occurrence basis. LESSEE shall keep such insurance in force during the term of this Lease, and shall deliver the policies or certified copies of the same to LESSOR. Failure of the LESSEE to obtain and maintain said insurance as provided for herein shall constitute a default of this Agreement. In the event of such a default the LESSOR may, but is not obligated, obtain such insurance and charge the cost thereof to the LESSEE as additional rental which shall be due and payable by LESSEE upon receipt of the invoice.

LESSOR shall maintain "replacement value" hazard insurance on the principal building on the Premises in an amount sufficient to rebuild the building. Such insurance shall cover both destruction caused by fire and other natural causes, as well as destruction caused by other insurable casualties. LESSOR shall keep such insurance in force during the term of this Agreement or any renewal and shall deliver the policies or certified copies of the same to LESSEE upon request.

Nothing herein shall be construed or interpreted as a waiver of LESSOR's right to rely on governmental immunity as a defense to any claim of any nature.

10. Sub-Lease or Assignment: LESSEE may not assign this Lease, or sub-let the Premises, or any part thereof, without the prior written consent of LESSOR.

11. Default: If LESSEE fails to make a rental payment and the same shall remain unpaid for a period often (10) days, or if LESSEE defaults in the performance of any terms, covenants, or condition of this Lease and such default is not remedied within ten (10) days after written notice by LESSOR to LESSEE specifying such default and requiring it to be remedied, or if the Premises are abandoned by LESSEE or become vacant for more than thirty (30) days during the term of this Lease, then LESSOR, at LESSOR's sole discretion, may declare the Lease in default and pursue such remedies as contained herein and such additional remedies as LESSOR may have at law or equity.

12. LESSOR's Remedies in Case of Default: If LESSEE defaults as provided for herein, LESSOR at LESSOR's sole discretion, may terminate the Lease by written notice to LESSEE or by service of the statutory notice of termination. LESSOR may re-enter the Premises as may be lawful under state laws without being liable to any prosecution for said re-entry, and LESSOR may repair or alter the Premises in such manner as LESSOR may deem necessary or advisable and/or re-let the Premises or any or all parts thereof for the whole or any part of the remainder of the original term hereof.

Any entry or re-entry by LESSOR in compliance with state laws, whether had or taken under summary proceedings or otherwise, shall not absolve or discharge LESSEE from liability hereunder. The rights and remedies given to LESSOR in this Lease are distinct, separate and cumulative remedies, and no one of the, whether or not exercised by the LESSOR, shall be deemed to be in exclusion of any of the others herein, or by law or equity provided. The receipt of rent by LESSOR, with knowledge of any breach of this Lease by LESSEE or of any default on the part of LESSEE in the observance or performance of any of the terms, covenants, or

conditions of this Lease, shall not be deemed to be a waiver of any provisions of this Lease under any circumstances.

No receipts of monies by LESSOR from LESSEE after the termination or cancellation hereof in any lawful manner shall reinstate, continue or extend the term hereof or affect any notice theretofore given to the LESSEE or operate as a waiver of the right of LESSOR to enforce the payment of fixed or additional rent or other charges then due. LESSEE shall be liable to LESSOR for any attorney fees and costs incurred by LESSOR as a result of any default by LESSEE of the terms of this Lease.

13. Condition of the Premises at Commencement of the Lease: LESSEE accepts the Premises in its "as is" condition and affirms that LESSOR has made no representations, verbal or otherwise, regarding the condition of the Premises or the suitability of the Premises for the purposes for which it is being leased.

14. Return of Premises at Expiration of the Lease: LESSEE shall, upon termination of this Lease, return the Premises to the LESSOR in good condition as received, reasonable wear and tear expected. All fixtures attached to the Premises and all improvements made to the Premises by LESSEE shall become the property of the LESSOR at the end of the Lease term.

15. Holding Over: Should LESSEE hold over after the termination of the Lease, thereafter the tenancy shall be from month-to-month, in the absence of a written agreement to the contrary, at a rental rate of \$1.00 per month. In the event of a holdover tenancy, all terms and provisions of this Lease shall remain binding and valid on the parties but for the rental rate provide for in this Section 15.

16. Signs: No sign may be placed upon the exterior of the Premises, or any part thereof, without LESSOR's express written approval, which approval shall not be unreasonably withheld.

17. Monthly Inspections: LESSOR shall have the right to come upon the Premises at any

reasonable time to inspect the Premises and equipment located thereon so as to determine the condition of the Premises and equipment, and to ensure compliance with the terms of this Agreement. Such inspections shall be at a reasonable time after reasonable notice provided to LESSEE.

18. Notices: Any notices or consent required to be given by, or on behalf of, either party upon the other shall be in writing and shall be given by mailing such notice or consent by first-class mail to the parties at the addresses stated below, or at such other address or addresses as may be specified from time to time in writing delivered to the other party:

LESSOR: P.O. Box 86, 102 Butler Street, Saugatuck, MI 49-+53

LESSEE: P.O. Box 617, Douglas, MI 49406

19. Binding Effect of Agreement: This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

20. Applicable Law: This Lease shall be interpreted in accordance with the laws of the State of Michigan, and should any disputes, disagreements or legal actions result between the parties under this Lease, then the law of Michigan shall apply.

21. Amendments: This Lease may not be amended by the parties unless such amendment is in writing and signed by the parties.

22. Quiet Enjoyment: Subject to the terms of this Lease, LESSEE shall have the right to quietly hold and enjoy the Premises so long as LESSEE does not violate any of the terms of this Lease.

(Remainder of page left intentionally blank.)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed  
the day and year first above written.

LESSOR:  
CITY OF SAUGATUCK

By: \_\_\_\_\_  
Garnet Lewis, Mayor

By: \_\_\_\_\_  
Jamie Wolters, Clerk

LESSEE:  
SAUGATUCK-DOUGLAS  
HISTORICAL SOCIETY

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

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





**FROM:** Ryan Heise  
**MEETING DATE:** August 3<sup>rd</sup>, 2022  
**SUBJECT:** Allegan County Sheriff's Dock Agreement

**DESCRIPTION:**

The City owns a wooden boat dock at 735 Park Street (near Pump House). The City has historically allowed the Allegan County Sheriff's Department to utilize the dock for a patrol boat through a lease. Allegan County would like to renew the lease for a period of five (5) years.

**BUDGET ACTION REQUIRED**

N/A

**COMMITTEE/COMMISSION REVIEW**

None

**LEGAL REVIEW**

Yes.

**SAMPLE MOTION:**

Motion to approve/deny the lease agreement with the Allegan County Sheriff's Department for a period of five (5) years.

## LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made this \_\_\_ day of \_\_\_\_\_, 2022 between the CITY OF SAUGATUCK, a Municipal Corporation, Saugatuck, Michigan, (“Lessor”); and the ALLEGAN COUNTY SHERIFF'S DEPARTMENT (“Lessee”).

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

1. Description of Leased Premises: This Lease shall cover the wooden boat dock (“Dock”) which extends into the Kalamazoo River from the premises at 735 Park Street, Saugatuck, Michigan, legally described as follows:

Beginning at a point found by commencing at the Northeast corner of Lot 3 in Park Addition to the Village (now City) of Saugatuck, in Section 9, Town 3 North, Range 16 West, Saugatuck Twp., Allegan County, Michigan; thence North 03 degrees 20' 52" West 79.13 feet; thence East parallel with the North line of said Park Addition, 20.50 feet to the place of beginning of this description; thence North 08 degrees 33' 32" West, 115.44 feet; thence East, 70.42 feet to a point on an intermediate traverse line along the Kalamazoo River; thence South 05 degrees 07' 27" West on said traverse line, 114.60 feet; thence West, 43.00 feet to the place of beginning, together with all land lying between said intermediate traverse line and the Kalamazoo River, subject to an easement to the City of Saugatuck over the South 18 feet thereof for storm drainage (the “Premises”).

This Lease includes the right to cross over the Premises for purposes of access to the Dock by Lessee’s personnel.

2. Use of Premises and Dock: The use of the Premises and the Dock shall be for the docking and mooring of Lessee’s patrol boat.

3. Parking: Lessee may utilize the parking spaces designated for Lessee’s use in the parking area located at Mount Baldhead in connection with this Lease. Lessee acknowledges that the Lessor has no obligation under this Lease to maintain the Mount Baldhead parking area, and Lessor makes no warranties as to the condition of the same or its suitability for Lessee’s intended

purposes.

4. Term of Lease: This Lease shall commence on the \_\_\_\_\_, 2022 and shall end on the \_\_\_\_\_, 2027.

5. Consideration/Maintenance of the Dock: The Lessee shall pay no rental to Lessor for the term of this Lease. Provided, however, in consideration for use of the Dock provided for under this Lease, Lessee shall keep the Dock in a clean and sanitary condition, and shall be responsible for routine upkeep, repair, and maintenance of the Dock. Lessee shall, throughout the term of this Lease, promptly perform any routine upkeep, repair, or maintenance of the Dock after receiving notice from Lessor that the same is required to keep the dock in a clean and sanitary condition. Lessee's failure to perform such routine upkeep, repair, or maintenance within a reasonable time after receiving notice of the same shall be grounds for Lessor to terminate this Lease for cause.

6. Indemnification: Lessee agrees to hold Lessor (including for purposes of this paragraph, its officers and employees) harmless from, indemnify it for and defend it (with legal counsel reasonably acceptable to Lessor) against any liability for damages, injury or other casualty and costs or expenses, including reasonable attorneys' fees, caused or arising from the Lessee's use of the Premises or Dock pursuant to this Lease, except to the extent such damages, injury or other casualty and costs or expenses is directly attributable to an intentional or negligent act of Lessee.

7. Insurance. Lessee shall maintain the following public liability and property damage insurance which shall name Lessor as an additional insured: One Million and no/100 Dollars (\$1,000,000.00) combined single limit for property damage and bodily injury. Lessee shall keep such insurance in force during the term of this Lease and shall deliver the policies or certified

copies of the same to Lessor. Upon failure of the Lessee to obtain or provide proof of the insurance required hereunder within seven (7) days after receiving notice from Lessor to produce the same, Lessor may terminate this Lease for cause.

8. Sub-Lease or Assignment: Lessee shall not assign this Lease, not sub-let the leased Dock or Premises, nor any part thereof without the written consent of Lessor in the Lessor's absolute discretion.

9. Termination: Lessor may terminate this Lease for cause by providing Lessee with seven (7) days advance written notice of the same. Lessor may terminate this Lease for convenience by providing Lessee with sixty (60) days advance written notice of the same.

10. Condition of the Dock and Premises at Commencement of Lease: The Lessee accepts the Dock and Premises in its "as is" condition and acknowledges that Lessor has made no representations, verbal or otherwise, regarding the condition of the Dock and Premises or the suitability of the Dock and Premises for the purposes for which it is being leased.

11. Return of Premises at Expiration or Termination of the Lease: Lessee shall, upon expiration or termination of this Lease, return the Dock and Premises to the Lessor in as good condition as received, reasonable wear and tear excepted. All fixtures attached to the Dock and Premises and all improvements made to the Dock and Premises by Lessee shall become the property of the Lessor at the end of the Lease term.

12. Monthly Inspections: Lessor shall have the right to come upon the Dock and Premises at least once monthly and make an inspection of the Dock and Premises so as to determine the condition of the said Dock and Premises and to ensure compliance with the terms of this Lease. Such inspections shall be at a reasonable time after reasonable notice provided to Lessee.

13. Binding Effect of Lease: This Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

14. Applicable Law: This Lease shall be interpreted in accordance with the laws of the State of Michigan, and should any disputes, disagreements or legal actions result between the parties under this Lease, then the law of Michigan shall apply.

15. Amendments: This Lease may not be amended by the parties unless such amendment is in writing and signed by the parties.

16. Quiet Enjoyment; Legal and Equitable Title to Premises and Dock: Lessee shall have the right to quietly hold and enjoy the Dock and Premises so long as Lessee does not violate any of the terms of this Lease. Nothing in this Lease shall be construed to grant Lessee equitable or legal title to the Premises or Dock beyond what is expressly granted by this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

In Presence of:

LESSOR:

CITY OF SAUGATUCK

\_\_\_\_\_

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

\_\_\_\_\_

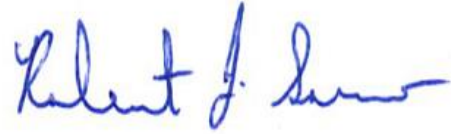
By: \_\_\_\_\_

LESSEE:

ALLEGAN COUNTY SHERIFF'S DEPT

\_\_\_\_\_

By: 



By: \_\_\_\_\_  
Allegan County Administrator

COUNTY OF ALLEGAN:

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



**FROM:** Ryan Heise  
**MEETING DATE:** August 3<sup>rd</sup>, 2022  
**SUBJECT:** Recruitment Contract with Walsh Municipal Services, LLC

**DESCRIPTION:**

With the recent resignation of the Zoning Administrator, I reached to Frank Walsh, a professional municipal employee recruiter to discuss the position and the climate of filling said position. Also discussed was utilizing his recruitment services, as the City has done in the past.

After explaining the number of administrative employees, salaries and job duties, Frank made a recommendation to combine the Project Manager and Planning & Zoning position in order to create an attractive salary with hopes of recruiting top talent.

Frank has agreed to join us at the Special Meeting on the 3<sup>rd</sup> to discuss his proposal and thoughts on personnel.

**BUDGET ACTION REQUIRED**

Not to exceed \$11,000.00

**COMMITTEE/COMMISSION REVIEW**

None

**LEGAL REVIEW**

No

**SAMPLE MOTION:**

Motion to approve/deny the Contract with Walsh Municipal Services, LLC in an amount not to exceed \$11,000.00 including job posting and background check if needed.

Walsh Municipal Services, LLC  
2637 Elderberry Drive  
Okemos, MI 48864

**SEARCH CONTRACT**

The City of Saugatuck ("Municipality") and Walsh Municipal Services, LLC ("Contractor") hereby agree:

1. Municipality agrees to hire Contractor to conduct a search to recruit a Director of Planning, Zoning & Project Management. WMS agrees to perform the same recruitment process as with the Saugatuck City Manager Search. This search includes the following services: (1) creation of a recruitment ad and modified City Manager Community Profile; (2) statewide and midwest recruitment; (3) vetting candidate applications; (4) preliminary candidate phone interviews and background vetting; (5) interview preparation; (6) FOIA adherence; and (7) aiding the city officials with interviewing candidates.

2. Contractor will make a good-faith effort to conclude the Director of Planning, Zoning & Project Management search in August/September 2022.

3. In consideration of Contractor's services, Municipality agrees to: (1) pay Contractor \$7000 upon signing this contract; (2) pay \$300 for posting job announcement; (3) pay \$500 for a background check (if requested); and (4) pay Contractor \$3000 at the time the city officials authorizes the selection of a new Director of Planning, Zoning & Project Management.

4. This contract constitutes the entire agreement between both parties and supersedes any prior agreements and understandings between the parties, both oral and written, related to Contractor performing a Director of Planning, Zoning & Project Management search for Municipality. Any modifications to this contact must be agreed to by both Contractor and Municipality in writing.

5. Both Contractor and Municipality represent and warrant they have the legal authority to enter into this contract.

Frank L. Walsh  
Walsh Municipal Services, LLC  
By Frank L. Walsh ("Contractor")

July 28, 2022  
Date

\_\_\_\_\_  
City of Saugatuck ("Municipality")  
By: \_\_\_\_\_

\_\_\_\_\_  
Date



## Jamie Wolters

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**From:** Gary Medler <gary.medler@yahoo.com>  
**Sent:** Monday, July 25, 2022 3:34 PM  
**To:** Jamie Wolters; Ryan Heise; Garnet Lewis; Mark Bekken; Scott Dean; Holly Leo; Lauren Stanton; Russ Gardner; Ken Trester  
**Cc:** Gregory Alcock; Steve Alcock; Ruth Johnson; Mike Johnson; Ann Broeker; Jim Bouck; Jane Underwood; Jim Lindsey; Holly Lindsey; Fred Mundinger; Ken Altman; PETER; John Richardson; Loyda Cull; Robert Cull  
**Subject:** Fw: City Council Meeting July 25,2022: Communication/Action Requested - Park Street Dangerous House  
**Attachments:** IMG\_1160.jpg; IMG\_1161.jpg; IMG\_1162.jpg; IMG\_1163.jpg; IMG\_1164.jpg; IMG\_1165.jpg; IMG\_1166.jpg; IMG\_1167.jpg; IMG\_1168.jpg; IMG\_1169.jpg; IMG\_1170.jpg

### City Council Meeting July 25, 2022: Communication and Request for Action

Attached are photos of the house located between 416 and 432 Park Street, across from 405 Park Street (Adventure - Pontoon Boat Rentals).

This home has been deteriorating for several years. The large hole in the roof now includes the collapse of another large section of the roof. This house is dangerously close to the Alcock's house at 432 Park Street.

This house should be inspected for safety and structural integrity.

Gary E. Medler  
461 Vine St.  
PO Box 461  
Saugatuck, MI 49453  
312-848-2453



**GARY E. MEDLER**

461 Vine St. PO Box 461  
Saugatuck, MI 49453  
[gary.medler@yahoo.com](mailto:gary.medler@yahoo.com)  
312-848-2453

**July 25, 2022**

**By Email Delivery**

**Saugatuck City Council  
102 Butler Street  
Saugatuck, MI 49453**

**Ryan Heise  
City Manager**

**Re: City Council Meeting Agenda  
July 25 2022 – 7:00 PM  
Agenda Item 5 (G) – Engineer Staff Reports**

**TO THE PARTIES ADDRESSED:**

Reference is made to page 13 of the City Council Meeting Agenda under “Status Report of Engineering Activities – Road Project Planning.” Attached are pictures of the erosion on the north edge of Vine Street from the far west boundary, east to Frederick Street, following the heavy rain this past Saturday/Sunday.

In 2011, Vine Street was improved and paved for the first time. No blacktop edging/lip was included on the portion of Vine Street referenced above. Based of the topography and steep eastward slope of the road, rainwater runoff rushes down the north edge of Vine Street eroding the dune and flooding the Lindsey’s property at Vine and Frederick. The erosion has reached a depth of 6-10 inches and is undermining the integrity of the pavement.

In updating the 2019 PASER Study for the Capital Improvements Plan, I hereby request consideration be given to remediating the erosion of this short portion of Vine Street and installation of a blacktop edging/lip to control and direct rainwater down Vine Street and away from the Lindsey’s property.

Sincerely

Gary E. Medler

