

CITY COUNCIL SPECIAL MEETING AGENDA July 7, 2021 – 4:00 pm

- 1. Call to Order
- 2. Roll Call
- 3. Mayor's Comments
- 4. City Manager's Comments
- **5. Agenda Changes** (Additions/Deletions)
- 6. Guest Speakers:
- **7. Public Comment** (Limit 3 minutes) Select "unmute" mic in the Zoom interface and speak your name to be recognized or press *6 if you are calling in by phone to unmute your phone to speak.
- 8. Unfinished Business:
 - A. Amend Blue Star Trail Resolution 200928-B.
- 9. New Business:
 - A. Approve Resolution 210707-A to Add Frederick Street to the official ACT 51 Map for the City of Saugatuck.
 - B. Approve Resolution 210707-B to make Ryan the City Street Administrator.
 - C. Approve proposal from Fence Consultants of West Michigan in the amount of \$3,239.56 and TNT Roofing in the amount of \$2500.
 - D. Approve Shoreline Technology agreement as presented.

10. Closed Session

Pursuant to Open Meeting Act 15.268 (8)(h) – To consider material exempt from discussion or disclosure by state or federal statute.

NOTICE:

This public meeting will be held using Zoom video/audio conference technology due to the COVID-19 restrictions currently in place.

Join online by visiting: https://us02web.zoom.us/j/2698 572603

Join by phone by dialing: (312) 626-6799 -or- (646) 518-9805

Then enter "Meeting ID": **2698572603**

Please send questions or comments regarding meeting agenda items prior to meeting to: ryan@saugatuckcity.com

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

11. New Business

- A. Consideration of any action necessary discussed in closed session.
- **12. Public Comments:**(Limit 3 minutes) Select "unmute" mic in the Zoom interface and speak your name to be recognized or press *6 if you are calling in by phone to unmute your phone to speak.
- 13. Communications:
- **14. Council Comments:**
- 15. Adjourn (Roll Call)



City Council Agenda Item Report

FROM: Ryan Heise

MEETING DATE: July 7th, 2021

SUBJECT: Non-motorized trail

DESCRIPTION:

• A joint resolution was entered into by Saugatuck Township, the City of the Village of Douglas, and the City of Saugatuck to pursue construction of a non-motorized trail segment within each jurisdiction. The sunset date to report back to the communities was June 1, 2021. While work is well underway, the committee is not prepared to report back to their respective communities. It is requested that the deadline by removed with an expectation that the committee will report back sometime before September 1st, if not well before that time.

BUDGET ACTION REQUIRED:

N/A

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Amend resolution no. 200928-B to remove the deadline for item #6 "The Joint Study Committee will use its best efforts to complete its work and present a draft agreement and written report to the Communities no later than June 1, 2021."

CITY OF SAUGATUCK RESOLUTION No. 200928-B SAUGATUCK TOWNSHIP RESOLUTION CITY OF THE VILLAGE OF DOUGLAS RESOLUTION

A JOINT RESOLUTION ON BEHALF OF SAUGATUCK TOWNSHIP, THE CITY OF THE VILLAGE OF DOUGLAS, AND THE CITY OF SAUGATUCK TO PURSUE CONSTRUCTION OF A NON-MOTORIZED TRAIL SEGMENT WITHIN EACH JURISDICTION

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

WHEREAS, the FOTBST is requesting that Saugatuck Township, the City of the Village of Douglas, and the City of Saugatuck ("Communities" or "Community" as appropriate) jointly accept responsibility to construct a section of the Blue Star Trail, from Washington Street in the City of the Village of Douglas, through the City of Saugatuck, and into Saugatuck Township terminating at Holland Street; and

WHEREAS, while unknown at this time, the FOTBST estimate the cost of the portion of the Blue Star Trail to be constructed within the Communities would be between \$1,000,000 and \$2,000,000, to be paid using state grants (75%) and a local match (25%); and

WHEREAS, the Communities need to collaborate regarding such topics as staff resources, engineering/construction costs, on-going maintenance costs and replacement costs in order to construct and operate the proposed section of Blue Star Trail, and recognize that these activities would involve expenditures for the Communities, which funds are currently not available or limited.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

- 1. The Communities reaffirm their support for the Blue Star Trail.
- 2. A Joint Study Committee will be formed by the Communities, the FOTBST, and the Allegan County Road Commission with two (2) voting members appointed by each municipality, agency, or corporation.
- 3. The Manager from each Community will serve as an ex-officio member with the right to discuss and debate but without the power to vote.
- 4. The Joint Study Committee will elect a chairperson and vice chairperson, and conduct meetings in compliance with the Open Meetings Act.
- 5. The Study Committee will be tasked with drafting an intergovernmental agreement, including but not limited to provisions that address:
 - a. The scope and nature of the project;

The potential lead (Act 51) agency for grant funding and oversight; b.

Responsibilities for preparing grant applications and for bidding and awarding c.

contracts;

Indemnification and insurance requirements;

Expenses and responsibilities for the construction, maintenance and future operations; e.

f. Possible funding options available to the Communities, and the funding of the local

match required;

g. The route of the trail; and,

The engineer of record. h.

6. The Joint Study Committee will use its best efforts to complete its work and present a draft

agreement and written report to the Communities no later than June 1, 2021.

BE IT FURTHER RESOLVED that notwithstanding any specific resolution already

rescinded by the Communities, this resolution supersedes any prior resolutions to the extent that it may

conflict with the provisions of this resolution.

BE IT FINALLY RESOLVED this resolution shall become effective only in the event that

the governing body for each of the Communities adopts it in the form and substance as set forth herein.

Thereafter, the last date of approval shall be considered its effective date.

The foregoing resolution was proposed by Peterson, and seconded by Leo.

AYES: Peterson, Leo, Lewis, Verplank, Johnson, Bekken, & Trester

NAYS: None

ABSENT: None

RESOLUTION NO. 200928-B DECLARED ADOPTED

CERTIFICATION

4

As its Clerk, I certify that this is a true and complete copy of an adopted resolution by Saugatuck City Council at a regular meeting held on September 28, 2020 in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended.

Erin K. Wilkinson, Clerk



City Council Agenda Item Report

FROM: Ryan Heise

MEETING DATE: July 7, 2021

SUBJECT: Resolution for Street Add Certification

DESCRIPTION:

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

BUDGET ACTION REQUIRED:

N/A

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Approve Resolution 210707-A to Add Frederick Street to the official ACT 51 Map for the City of Saugatuck.

CITY OF SAUGATUCK COUNTY OF ALLEGAN STATE OF MICHIGAN

RESOLUTION NO. 210707-A

A RESOLUTION TO ADD FREDERICK STREET TO THE OFFICIAL ACT 51 MAP FOR THE CITY OF SAUGATUCK.

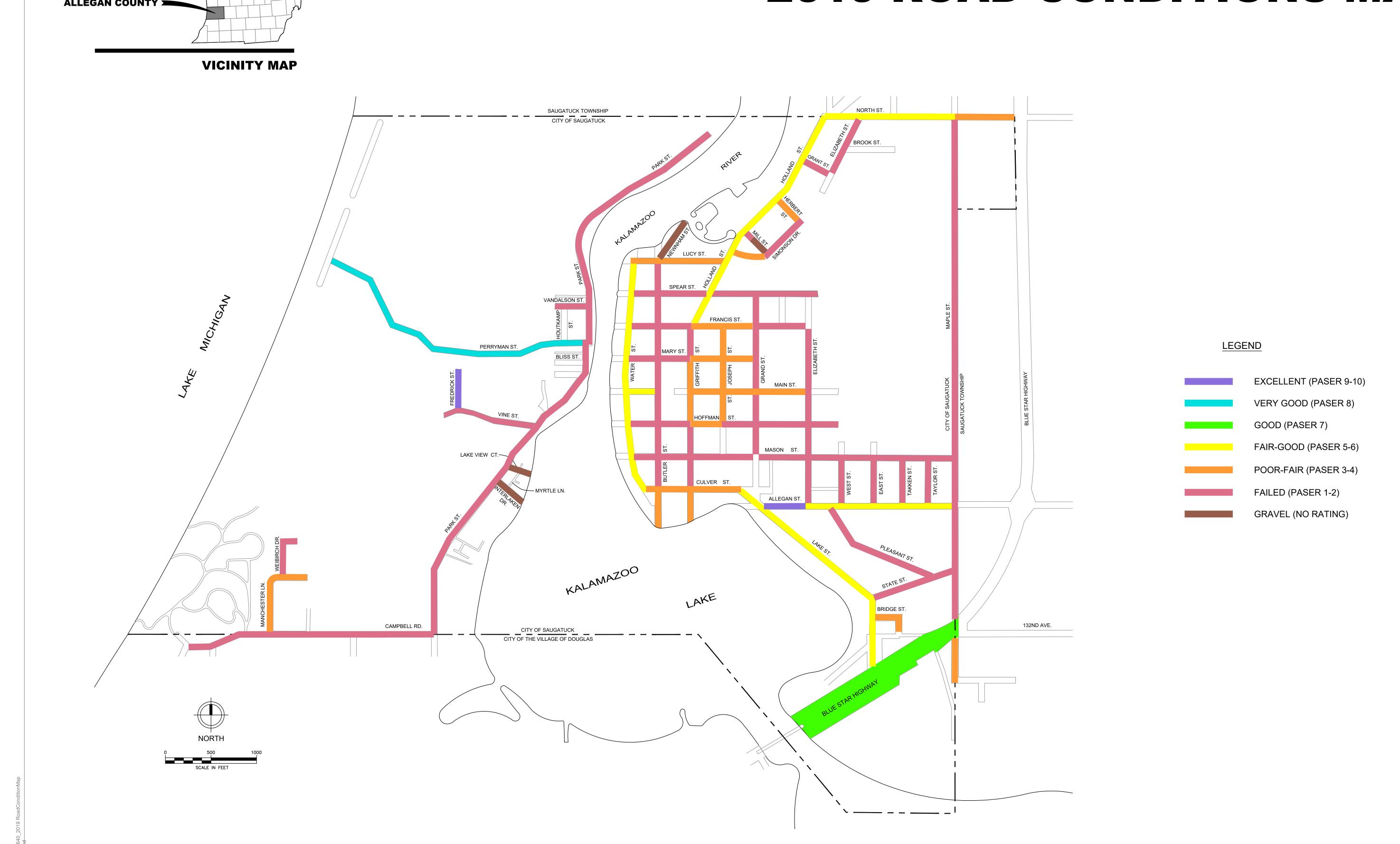
At a special meeting of the City Council of Saugatuck, Michigan, held on zoom, the following resolution
was offered by member, and supported by member
WHEREAS, the City of Saugatuck did acquire title to Frederick Street. And whereas it is necessary to
furnish certain information to the State of Michigan to place this street within the City street system for
the purpose of obtaining funds under Act 51, P.A. 1951 as amended.
THEREFORE, BE IT RESOLVED:
1. The center line of said street is described as:
2. That said street is located within a city right of way and is under the control of the City of
Saugatuck.
3. That said street is a public street and is for public street purposes.
4. That said street is accepted into the municipal street system and is open to the public for public
use on or before December 31, 2020.
YEAS: Council Members:
NAYS: Council Members:
ABSTAIN: Council Members:
ADSENT: Council Members:

ADOPTED this 7 day of July, 2021

Signed:	Mark Bekken, Mayor
	Padley L. Gallagher, City Clerk
CERTIFICATION	. 1 . 1 . 1 f . d C't f C 1 . 1
foregoing is a true and complete copy of a resolut meeting held February 8, 2021, in compliance with	ed clerk of the City of Saugatuck do hereby certify the tion adopted by the Saugatuck City Council at a regula in the Open Meetings Act, Act No. 267 of the Public Act the meeting were kept and will be or have been made
Signed:	Padley L. Gallagher, City Clerk

CITY OF SAUGATUCK ALLEGAN COUNTY, MICHIGAN

2019 ROAD CONDITIONS MAP



AUGUST 2019
F&V PROJECT NO.

1

BENCHMARKS

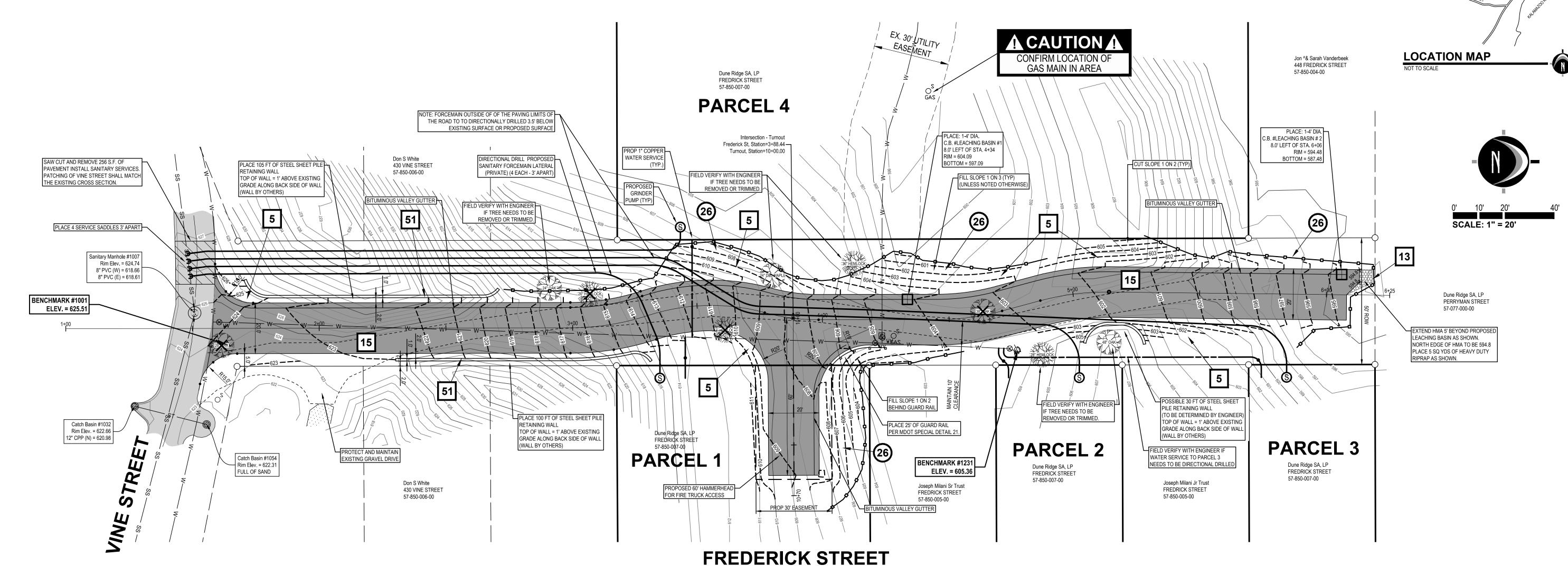
BENCHMARK # 1001 ELEV. = 625.51 (NGVD29)

Spindle in North side of 28" Oak Tree. Located 16'± North of the centerline of Vine Street & 7'± West of the East

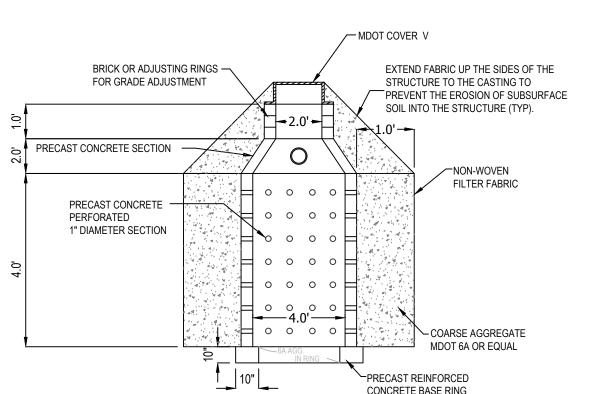
right-of-way corner for Frederick Street

BENCHMARK # 1231 ELEV. = 605.36 (NGVD29)

Northeast flange bolt under "MADE" in "MADE IN USA", 1.7'± above grade. Located 14'± East of the centerline of Frederick Street and 325'± North of the centerline of Vine Street.



(50' PUBLIC RIGHT OF WAY)



TYPICAL LEACH BASIN DETAIL

- 6" 21AA GRAVEL 1 1/2" 140#/SQ.YD. BIT. MIX. 36A LEVELING COURSE — 1 1/2" 140#/SQ.YD. BIT. MIX. 13A TOP COURSE PROPOSED ROAD CROSS SECTION

1. ALL WORK TO BE COMPLETED IN ACCORDANCE WITH MDEQ PERMIT NO. 14-03-0020-P ISSUED 8/20/2014 2. THIS WORK IS LOCATED WITHIN A CRITICAL DUNE AND HIGH RISK EROSION AREA. CONTRACTOR TO BE SENSITIVE TO THE ENVIRONMENT AND MUST TAKE EVERY PRECAUTION TO MINIMIZE DISTURBANCE. AREAS ADJACENT TO NEW ROADWAY TO BE RESTORED WITH DUNE GRASS 3. ROADWAY GRADING SHALL INCLUDE REMOVAL OF THE UPPER 4" TO 6" OF SURFACE SOILS FROM THE EXISTING PATHWAY TO REMOVE ORGANIC INSUFFICIENT SOILS. THE EXPOSED GRADE SHALL BE SHAPED TO PROPER SLOPE PRIOR TO PLACEMENT OF 6" OF MDOT 21AA GRAVEL WITH 3" OF BITUMINOUS MIX (IN TWO LIFTS) PLACED OVER THE COMPACTED

SOIL EROSION AND SEDIMENTATION CONTROL NOTES:

4) LOCATION AND TYPE OF EROSION CONTROL 1) CONTRACTOR SHALL POSSESS THE SOIL EROSION AND SEDIMENTATION CONTROL PERMIT MEASURES ARE IDENTIFIED ON THE SKETCH BY PRIOR TO START OF ANY EARTH WORK. KEY NUMBERS, e.g., 1, RELATING TO THE 2) CONTRACTOR SHALL MODIFY THIS SOIL EROSION QUALITY UNIFIED KEYING SYSTEM AND BEST AND SEDIMENTATION CONTROL PLAN TO SHOW MANAGEMENT PRACTICES. THE ADDITIONAL CONTROL MEASURES INTENDED ①DENOTES TEMPORARY PRACTICES TO BE USED DURING CONSTRUCTION. SUBMIT MODIFICATIONS TO THE CONTROLLING AGENCY,

THE OWNER, AND THE ENGINEER.

B) EROSION PROTECTION SHALL BE PROVIDED AT

ALL STORM SEWER INLETS AND OUTLETS. ALL

BARE EARTH SHALL BE STABILIZED WITH

1 DENOTES PERMANENT PRACTICES 5) TRACKING OF MATERIAL AND CONSTRUCTION DEBRIS ON TO PUBLIC ROW WILL NOT BE PERMITTED. PUBLIC ROW'S MUST BE KEPT CLEAN AND CLEAR OF DEBRIS AT ALL TIMES. IN THE EVENT THERE ARE REPEATED OFFENCES THE CITY MAY USE THERE FORCES TO CLEAN AND INVOICE THE DEVELOPER FOR COSTS.

LEGEND Concrete Existing Asphalt Proposed Asphalt Ex. Grade Contour Prop. Grade Contour Telephone Riser Sanitary Sewer manhole Light Pole Electric Meter Electric Riser Round Catch Basin Rectangle Catch Basin Road Sign Gas Meter Deciduous Tree

Remove Existing Tree

www.nederveld.com 800.222.1868 **GRAND RAPIDS**

> 217 Grandville Ave., Suite 302 Grand Rapids, MI 49503 Phone: 616.575.5190 **ANN ARBOR** CHICAGO

COLUMBUS HOLLAND **INDIANAPOLIS** ST. LOUIS

PREPARED FOR:

Dune Grass SA GP. LLC Paulus Heule

231 West Fulton Street Grand Rapids, MI 49503 Phone: 616.855.3333

REVISIONS:

Title: Client Submittal Drawn:DWD Checked:KDW S. Date:08/17/17 Title: Owner Review V. Date:09/19/1 Title: Review comments Checked:KDW S. Date:11/22/17

Title: Twp. Eng. Review Drawn:DWD Title: Per Owner Review Drawn:DWD Checked:KDW S. Date:05/14/18 Title: City Eng. & Owner Review Drawn:DWD Checked:KDW S. Date:05/30/18

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STAMP: WILSON **ENGINEER**

PROJECT NO: 17200672

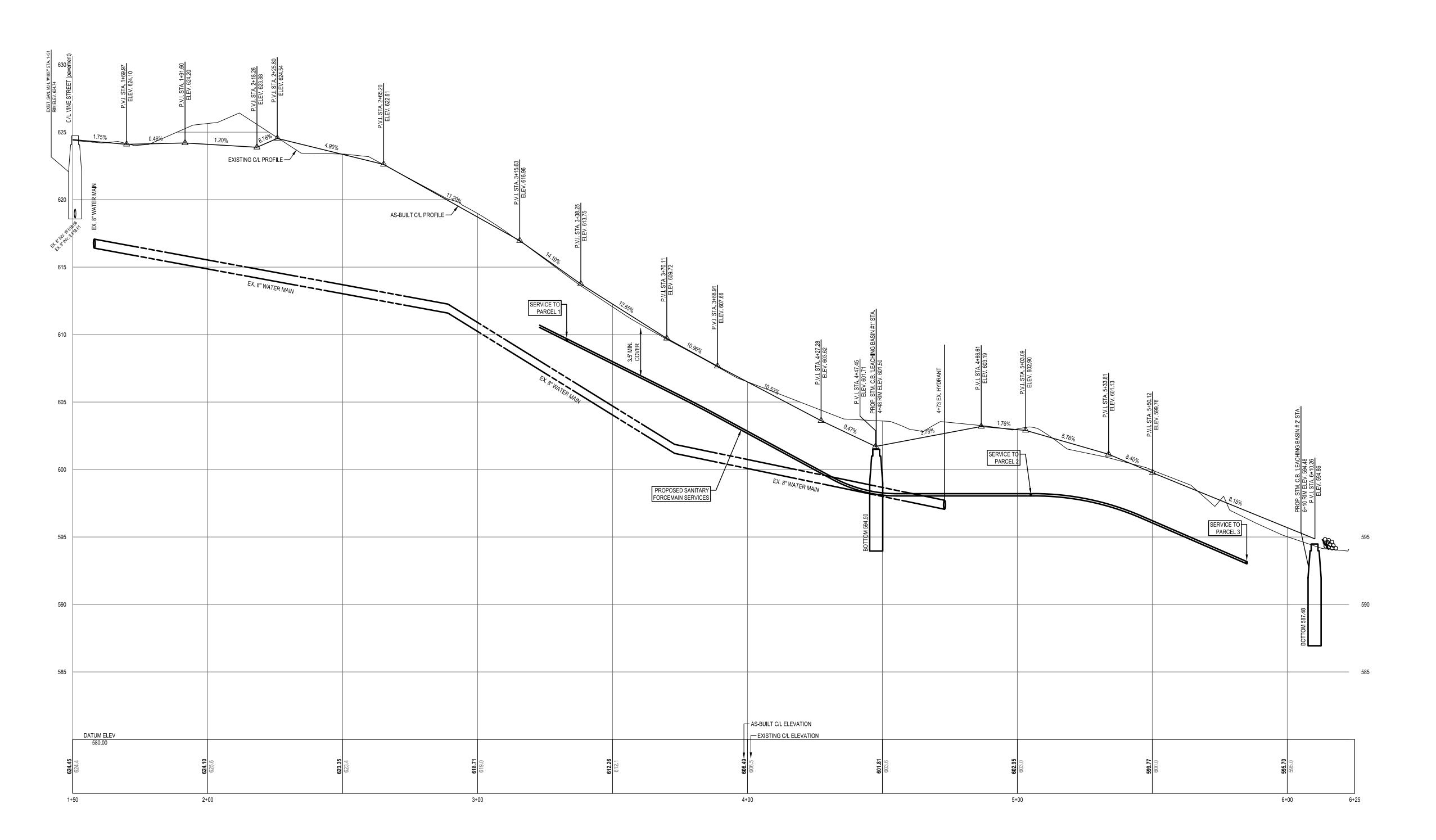
SHEET NO:

AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA. EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "(PLAN)" WERE OBTAINED FROM AVAILABLE AS-BUILT RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.

UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR

Know what's **below**.

CALL before you dig.



FREDERICK STREET

(50' PUBLIC RIGHT OF WAY)

HORIZONTAL SCALE: 1" = 20' VERTICAL SCALE: 1' = 4'



www.nederveld.com

800.222.1868 **GRAND RAPIDS** 217 Grandville Ave., Suite 302 Grand Rapids, MI 49503 Phone: 616.575.5190

ANN ARBOR

CHICAGO COLUMBUS HOLLAND INDIANAPOLIS ST. LOUIS

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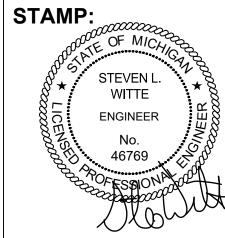
Title: Client Submittal Drawn:DWD Checked:KDW S. Date:08/17/17 Title: Owner Review V. Date:09/19/17 Drawn:DWD Checked:KDW S. Date:09/19/17 Title: Review comments Title: Twp. Eng. Review Drawn:DWD Checked:KDW S. Date:11/22/17

Title: Per Owner Review Drawn:DWD Checked:KDW S. Date:05/14/18 Title: City Eng. & Owner Review V. Date:05/30/18 Drawn:DWD Checked:KDW S. Date:05/30/18 Title: MDEQ Permit Set Drawn:DWD Checked:KDW S. Date:07/10/18 Title: Added 2 Private Forcemains and 2 Water Services Drawn:DWD Checked:SLW S. Date:04/18/19

Title: As-Builts Drawn: DWD Checked: JB Date:07/30/19 Title: Added Roadway As-Built Grades Drawn: GAN Checked: JB Date:08/19/19

Street

Frederick



PROJECT NO: 17200672

SHEET NO:

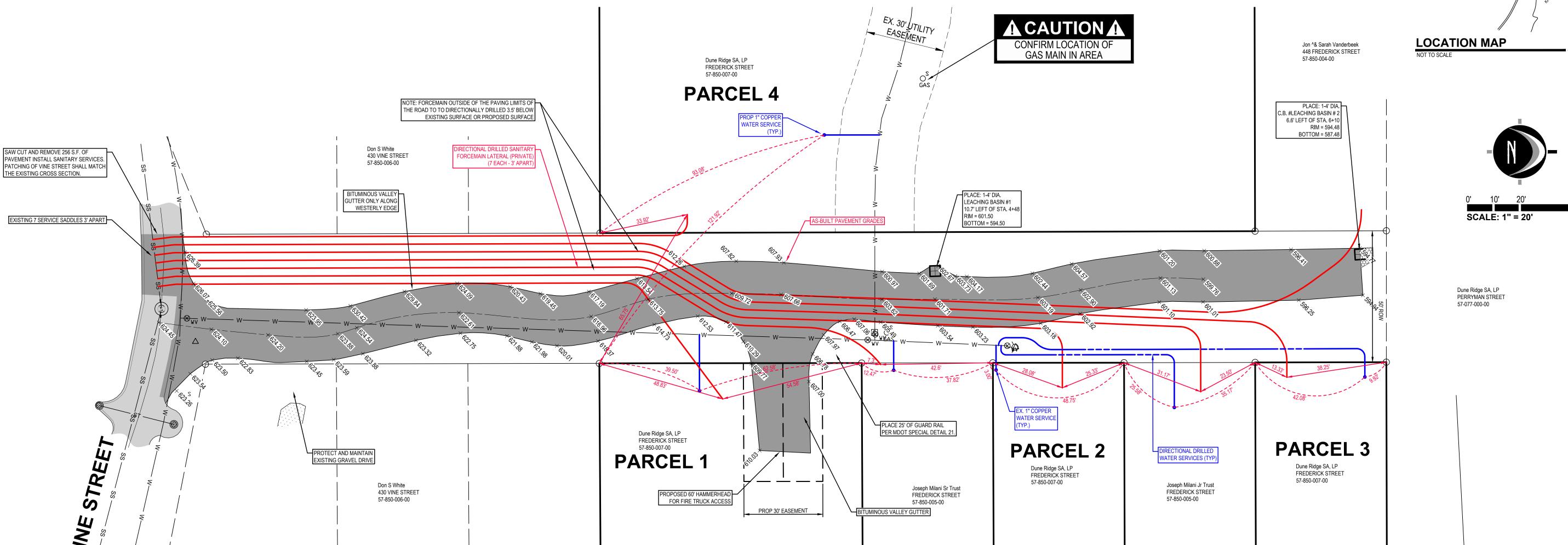
BENCHMARKS

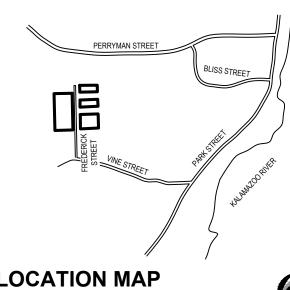
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Northeast flange bolt under "MADE" in "MADE IN USA", 1.7'± above grade. Located 14'± East of the centerline of Frederick Street and 325'± North of the centerline of Vine Street.





LEGEND

Concrete

Existing Asphalt

Proposed Asphalt

Ex. Grade Contour

Prop. Grade Contour

Sanitary Sewer manhole

Telephone Riser

Light Pole

Electric Meter

Electric Riser

Round Catch Basin

Rectangle Catch Basin

Hydrant

Post

Mail Box

Road Sign

Gas Meter

Deciduous Tree

Remove Existing Tree

PREPARED FOR: Dune Grass SA GP, LLC Paulus Heule 231 West Fulton Street Grand Rapids, MI 49503

REVISIONS:

Title: Client Submittal V. Date:08/17/1 Drawn:DWD Checked:KDW S. Date:08/17/17 Title: Owner Review V. Date:09/19/17 Title: Review comments

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800.222.1868 **GRAND RAPIDS** 217 Grandville Ave., Suite 302 Grand Rapids, MI 49503 Phone: 616.575.5190 **ANN ARBOR**

CHICAGO

COLUMBUS

HOLLAND

INDIANAPOLIS

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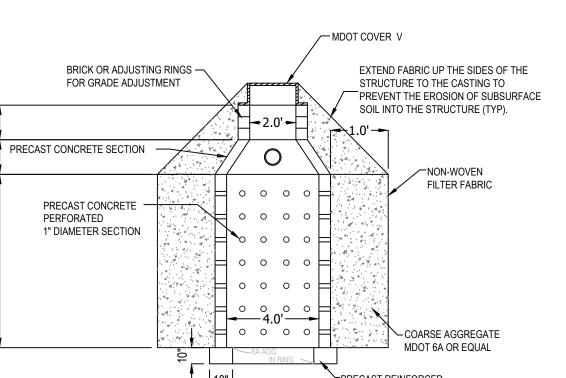
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STAMP: *ROGER JACK BARR II **ENGINEER**

PROJECT NO: 17200672

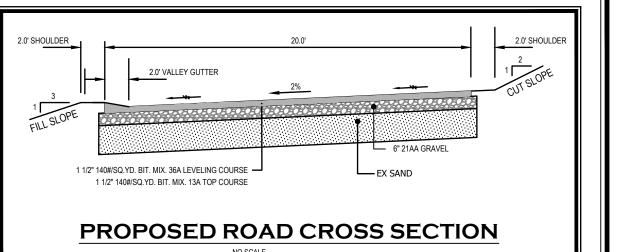
SHEET NO:

FREDERICK STREET (50' PUBLIC RIGHT OF WAY)



CONCRETE BASE RING

TYPICAL LEACH BASIN DETAIL





—Land Planning — Landscape Architecture — Civil Engineering — Land Surveying — Environmental Consulting — High Definition Scanning — Forensic Engineering — Fire Investigation =

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City Council Agenda Item Report

FROM: Ryan Heise

MEETING DATE: July 7, 2021

SUBJECT: Resolution for Designation of Street Administrator

DESCRIPTION:

• Section 13(9) of Act 51, Public Acts of 1951 provided that each incorporated city and village to which funds are returned under the provisions of this section, that, "the responsibility for street improvements, maintenance, and traffic operations work, and the development, construction, or repair of off-street parking facilities and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the governing body who shall be responsible for and shall represent the municipality in transactions with the State transportation Department pursuant to this act.

BUDGET ACTION REQUIRED:

N/A

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Designate City Manager Ryan Heise as the single Street Administrator for the City of Saugatuck.

Michigan Department of Transportation 2012 (07/09)

RESOLUTION FOR DESIGNATION OF STREET ADMINISTRATOR

This information is required by Act 51, P.A. 1951 as amended. Failure to supply this information will result in funds being withheld.

MAIL TO: Michigan Department of Transportation, Bureau of Finance and Administration, P.O. Box 30050, Lansing, MI 48909. or Fax to: 517-241-2589

NOTE: Indicate, if possible, where Street Administrator can usually be reached during normal working hours, if different than City or Village Office. List any other office held by the Administrator.

Councilperson or Commissioner		The state of the s	
offered the following resolution and mov			
Whereas, Section 13(9) of Act 51, Public are returned under the provisions of this traffic operations work, and the development of street lighting shall be coordinated shall be responsible for and shall represent pursuant to this act."	section, that, "the responder, construction, or reacted by a single admin	ponsibility for stree epair of off-street p istrator to be desi	et improvements, maintenance, and parking facilities and construction or gnated by the governing body who
Therefore, be it resolved, that this Honor	able Body designate _		
	as t	he single Street A	dministrator for the City or Village of
	in all	transactions with t	he State Transportation Department
as provided in Section 13 of the Act.			John Marie Portage Population
Supported by the Councilperson or Com	missioner		
Yeas			
Nays			
I hereby certify that the foregoing is a tru	e and correct copy of a	a resolution made	and adopted at a regular meeting
of the governing body of this municipality			
CITY OR VILLAGE CLERK (SIGNATURE)	EMAIL ADDRESS		DATE
			DATE
STREET ADMINISTRATOR (SIGNATURE)	EMAIL ADDRESS		DATE
ADDRESS OF CITY OR VILLAGE OFFICE		-	P.O.BOX
CITY OR VILLAGE		ZIP CODE	PHONE NUMBER



City Council Agenda Item Report

FROM: Ryan Heise

MEETING DATE: July 7, 2021

SUBJECT: Mt. Baldhead Radar Facility Fence and Roof

DESCRIPTION:

• The Mt. Baldhead working group was kind enough to solicit a proposal for the repair of the Mt. Baldhead facility fence and roof. The recommended vendor has an existing relationship with the city. The repair of the fence and roof will mitigate a hazard and assist in protecting the radar facility. Two options were presented and option 1 (repairs) is recommended. Also received was a quote for repairing the roof.

BUDGET ACTION REQUIRED:

Mt Baldhead Improvements

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Approve proposals from Fence Consultants of West Michigan in the amount of \$3,239.56 and from TNT Roofing in the amount of \$2,500.

Grand Rapids

615 Eleventh St., NW Grand Rapids, MI 49504 PH 616-454-1911 Fax 616-233-0422



Holland

1176 Lincoln Ave. Holland, MI 49423 PH 616-392-3496 Fax 616-392-1346

June 29, 2021

From: James Gutman / Fence Consultants

To: Chuck Gustafson RE: Radar Station Fence

Repairs

Total fence = \$3,239.56

Furnish and Install: Material and Labor to Repair Approximately 50' of 6' Tall Galvanized Chain Link Fence. Remove and Reset Existing Fence Line and Gate Openings. Supply 1 – I-beam Post. Repair 3 – Holes Cut in Existing Chain Link on Back Fence Line. Supply 3 – No Trespassing Signs, and 1 – Video Surveillance Sign.

Replace Back Line.

Total fence = \$5,419.37

Furnish and Install: Material and Labor Remove Approximately 80' Rear Existing Fence Line, and Install New Galvanized Chain Link Fence, New Fence will have Round Posts. Repurpose Removed Material to Repair Existing Side and Front Fence Lines, to Historic Conditions.

dune.	mission in writing to access for	r the back side of the
Approved	Print	Date//

Please sign and E-mail or fax back to 616-392-1346

Not included are bonds, permits, prevailing wage, special insurance, traffic control, staking or layout, demolition, clearing, grading, dewatering, etc. \$250.00 additional cost per additional insured for completed operations per policy year. Payment terms are net 30 days.

Because of unstable material prices, we can hold this quote for only 30 days. I regret any inconvenience.

Thank you for the opportunity to quote this work. If you have any questions, please call me at (616) 392-3496, or contact me by e-mail at James@fenceconsultants.com.



1895 Russell Court Holland MI 49423 www.857roof.com

Phone/Fax 616-848-7878

DATE: 7/6/2021 PROPOSAL: 10174 City of Saugatuck Mt Baldhead Radar Building WE SUBMIT SPECIFICATIONS & ESTIMATES Install 5 Buckets Of Liquid Tar, Roll Roofing And Rubber As Needed To Patch Up Roof **Quote Total** MI Builders License 2102128077 \$2,500.00

Thank you for the opportunity to quote on your project. Art and Mike and Ryan Tolsma....TNT Roofing

THIS PROPOSAL MAY BE WITHDRAWN BY TNT IF NOT ACCEPTED WITHIN 30 DAYS

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and hereby accepted.

You are authorized to do the work as specified. Signature

Payment is due upon completion. Serv1&e charge 2% per month, 24% per year.



City Council Agenda Item Report

FROM: Ryan Heise

MEETING DATE: July 7, 2021

SUBJECT: Shoreline Technology Agreement

DESCRIPTION:

• Please see the attached Shoreline Technology Agreement. Improvements to the agreement have been made over the last year including but not limited to: email backup retention and improved security measures.

BUDGET ACTION REQUIRED:

Included in 2021 budget.

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Approve Shoreline Technology agreement as presented.



MANAGED SERVICE PROVIDER AGREEMENT

Saugatuck City Hall 102 Butler Street Saugatuck, MI 49453

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TERMS AND CONDITIONS	4
COST	5
APPROVAL OF PROPOSAL	6

Introduction

Shoreline Technology Solutions is a privately held information technology solutions company based in Western Michigan. Since 1999, our staff has provided small and medium size businesses with reliable, professional-class network environments. We are a friendly, accessible network of technology engineers focused on adding value to your business. Our organization consists of a network of certified technicians and partner professionals ready to serve you immediately.

Statement of confidentiality

This document is of a proprietary and confidential nature and all data submitted is provided in reliance upon the recipient's covenant to keep such information confidential and for the exclusive use of its employees, who receive or have access to the proposal, of the confidential nature of this item and to instruct each employee that he/she will not disclose any information concerning this document to others except to the extent that such matter are generally known to, and are available for use by, the public. The recipient of this document agrees that I will not duplicate or permit other to duplicate any material contained hereunder except for its own internal use.

License Agreement

All software provided under this agreement is licensed to, and property of Shoreline Technology Solutions. Upon termination of this agreement, all software licenses will be terminated. Administration of this software, and its respective data will be managed solely by Shoreline Technology Solutions.

Terms and Conditions

- 1. Each party to this Agreement acknowledges to the other that each will have contact with employees, consultants, independent contractors or employees of independent contractors (herein collectively, "Employees") of the other in connection with ongoing performance pursuant to this Agreement, that such party's Employees will be rendering valuable services, the interruption or termination of which may cause serious disruption and damage to such party. Therefore, each party agrees that it will not solicit, hire, or retain, in any capacity whatsoever, either directly or indirectly, whether as employee, agent, independent contractor employee of independent contractor, an Employee of the other party who performed any service under this Agreement in any capacity whatsoever. The provision of this article shall remain in effect for the term of this Agreement and for a period of two years after the termination of this agreement.
- 2. The work described will be performed in accordance with applicable Shoreline Technology Solutions specifications, assumptions and terms contained herein. If any of the customers' provided assumptions or applicable specification changes, prices for a specific task may be increased or decreased accordingly and deliverables may be delayed. All additional work required due to changes in assumptions, specifications, or conditions of the site, will only be performed pursuant to a valid change order.
- 3. It is assumed that the customer will provide ready access to all working areas of the project. Any delays experienced, which prevent the contractor from performing the duties of this contract, will be billed on a T&M basis separate from this proposal.
- 4. It is understood that Shoreline Technology Solutions will not be held responsible for any loss, damage or delays occasioned by fire, strikes or material stolen after delivery upon premises, lockouts, acts of God or the public enemy, accidents, boycotts, disturbed labor conditions, delayed delivery of materials from seller's suppliers, force majored, inclement weather, floods, freight embargoes, causes incident to national emergencies, war or other causes beyond the reasonable control of the seller, whether of like or different character, or other causes beyond his control.
- 5. Prices quoted in this contract are based upon the proposal and will be accepted within thirty (30) days and are exclusive of applicable sales tax and shipping costs unless otherwise specified.
- 6. Customer will provide necessary space, proper lighting, electrical circuits, or any other environmental requirements needed for Shoreline Technology Solutions to perform work at the customer's location.
- 7. Prices contained herein are based on Shoreline Technology Solutions performing work between 8:00 AM and 5:00 PM, whenever and wherever possible, Monday through Friday, and January through December. Shoreline Technology Solutions holidays excluded. Also excluded are required network interruptions, cutover periods where specified or when agreed upon.
- 8. Installation of new hardware during this agreement shall incur labor charges that are not covered by the agreement; some or all of which may be waved at the discretion of Shoreline Technology Solutions.
- 9. Payment terms of this agreement are Net 30 days.
- 10. All work will be performed in accordance with the Shoreline Technology Solutions standard practices and any state/local codes in effect at the time of contract signing.
- 11. Damage to work performed caused by other trades will be repaired or replaced at the client's option, and billed on a T&M order separate from this proposal.
- 12. Accounts that are past due are subject to service interruption. Shoreline Technology Solutions is not liable for any loss, financial or otherwise, as a result of service interruption due tonon-payment.
- 13. Early termination fees will be one half of the remaining term of contract, in addition to any mailbox fees if Shoreline owns administrative rights to mailbox data.

Cost and Benefit

	AV Only	MSP Plan1	MSP Plan2	Server MSP	Datto Backup
Webroot managed antivirus	•	•	•	•	
Automatic critical error alerts	•	•	•	•	
Advanced performance statistics reporting		•	•	•	
Windows patch management		•	•	•	
PC and Mac unlimited workstation repair*	-	•	•	•	
Monthly email reports about managed devices		•	•	•	
Premium end user support**			•	•	
Data recovery included		•	•	•	
Onsite backup monitoring	NA	NA	NA	•	•
Offsite cloud storage	NA	NA	NA	NA	•
Monthly cost user/device per month	\$15	\$45	\$65	\$190	\$160

Product	Cost Per User	Quantity	Subtotal
MSP Plan 1 (Year 1)	\$35.00	9	\$315.00
(Year 2)	\$40.00		
(Year 3)	\$45.00		
Managed WatchGuard Wireless Grid	\$175.00	1	\$175.00
Datto Alto 3 Cloud Backup	\$160.00	1	\$160.00
Managed Server	\$190.00	1	\$190.00
M365 Business Standard	\$12.50	9	\$112.50
Exchange Only Plan 2	\$8.00	11	\$88.00
Exchange Online Archiving	\$3.00	7	\$21.00
Datto SAAS Cloud Retention email backup	\$4.00	20	\$80.00
	Total	Monthly Invoice:	\$1141.50

^{*}Support will be scheduled at the first available appointment, the following business day. Minor issues that can be resolved remotely, may be addressed earlier.

End user support, and premium end user support is limited to maintenance requests. We will maintain the workstation operating system, and any software provided in the MSP plan. Issues caused by third party software, will be billed at normal billable rates.

Plans can be upgraded at any time; downgrade requests will be processed 12 months after the plan was started.

Shoreline Technology Solutions (STS)

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Saugatuck City Hall

^{*}Premium end user support calls will be given a priority over others, normally within 4 hours.

^{***}A three-year commitment is required. Invoices will be sent electronically, on the first Monday of each month.

Approval of Proposal

***I, the undersigned, as an authorized representative of <u>Saugatuck City Hall</u>, have read and accepted the terms and conditions of this proposal and request that Shoreline Technology Solutions provide the above products and services.

Authorized Signature:	 	
Title:		
_		
Date:		

Contract Renew Outline - Saugatuck City Hall

1.

Contact / Mathematical
Switch / Wiring
Software Upgrades
Internet Connection
Phone System

- 2. Restore Sample Screen Datto Backup Report
- 3. Asset list See STS Asset Report
- 4. MFA / Licensing Report
- 5. Rapid Fire Tools Internal / External Audit
- 6. Contract
- 7. Progress Report:
 - a. New updated server
 - b. Updated router and wireless
 - c. Moved to BSA live database
 - d. Minimal downtime over the years since we have taken over.
 - e. Fast server and workstations over the past year
 - f. Added Mailbox backup and litigation hold
- 8. Action Items:
 - a. Enable MFA for each online account for security
 - b. Sync passwords with Microsoft 365 accounts
 - c. Any non-STS PC going forward will have an onboarding fee (waived for our PC's)
- 1. Feedback:
 - a. ...
 - b. ...
 - c. ...