

# CITY COUNCIL MEETING AGENDA JANUARY 24, 2022 – 7:00 pm

This is an in-person meeting, and will also be livestreamed via Zoom, virtual attendance is encouraged.

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Roll Call
- 4. Consent Agenda: (Roll Call)
  - A. Approval of Regular Meeting Minutes from January 10, 2022
  - **B.** Accounts Payable in the amount of \$340,550.01
- 5. Staff Reports:
  - A. City Manager
  - **B.** Treasurer
  - **C.** Planning and Zoning
  - **D.** DPW
  - E. Fire
  - F. Police
  - **G.** Engineer
- **6.** Agenda Changes (Additions/Deletions)
- 7. Guest Speakers
- 8. Public Comment on Agenda Items (Limit 3 minutes)
- 9. Introduction of Ordinances
- 10. Public Hearings
- 11. Unfinished Business

#### **NOTICE:**

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 <a href="mailto:clerk@saugatuckcity.com">clerk@saugatuckcity.com</a> for further information.

#### 12. New Business:

- **A.** Kalamazoo Lake Sewer and Water Authority reappointment (Voice Vote)
- **B.** Board of Review reappointment (*Voice Vote*)
- C. 2022 Summer Tax Collection for Ottawa Area ISD (Voice Vote)
- **D.** Wicks Park Boat Slips (Voice Vote)
- E. Chain Ferry Agreement (Voice Vote)
- F. Expanded Outdoor Dining Areas
- G. Verizon Small Cell Agreement (Voice Vote)
- H. Blue Star Trail Project (Roll Call)

# **13. Public Comments** (Limit 3 minutes)

#### 14. Communications:

A. Heron Bay Condominium Association Letter to Council

#### 15. Closed Session:

Pursuant to MCL 15.268(e)(h) of the Open Meeting Act, the City will enter into closed session to consult with attorney.

# 16. Boards, Commissions & Committee Reports

- 17. Council Comments
- 18. Mayor's Comments
- 19. Adjourn (Voice Vote)



# CITY COUNCIL MEETING MINUTES-PROPOSED JANUARY 10, 2022 – 7:00 pm 102 Butler St. Saugatuck, MI 49453

#### 1. Call to Order

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

#### 2. Attendance:

Present: Mayor Pro-Tem Dean, Councilmembers Bekken, Gardner, Leo & Stanton.

Absent: Councilmember Trester and Mayor Lewis were both excused.

Staff Present: City Manager Heise, City Treasurer Stanislawski, City Zoning Administrator Osman, DPW Superintendent Herbert, Project Coordinator/Deputy Clerk White & City Clerk Wolters.

There were nineteen persons in the audience.

# 3. Consent Agenda:

- A. Regular City Council Meeting Minutes-December 13, 2021.
  - 1. Corrections to the minutes of December 13,2021:
    - **a.** Item 10D, remove duplicate word "approve".
    - **b.** Item 10F, change word "workshop" to "workgroup".
- **B.** Accounts Payable in the amount of \$1,039,686.59.

Motion by Bekken, second by Leo to approve the Consent Agenda. Motion carried by unanimous roll call vote.

# 4. Staff Reports:

The City Manager, Treasurer, Planning and Zoning Administrator, DPW Superintendent, Fire Chief, Police Lieutenant and Engineer submitted status reports of current activities for their respective departments.

#### 5. Agenda Changes: None

### **6.** Guest Speakers:

Bobbie Gaunt and David Swan spoke on behalf of the Saugatuck Dunes Coastal Alliance Board of Directors. The Saugatuck Dunes Coastal Alliance asked Council to use its public voice in the form of a letter to the US Army Core of Engineers (USACE) regarding the boat canal being proposed by the Northshore of Saugatuck housing development.

# 7. Public Comment on Agenda Items:

Jon Helmerich, 19-year Saugatuck Township resident spoke in support of Saugatuck Dunes Coastal Alliance Board of Directors presentation to the Council.

Dan Fox, City of Saugatuck resident spoke regarding the letter he submitted under agenda item 13B. In reference to the topic of Pop-Up Patios, he stated there should be a link between the fee and the taxpayer property value.

Eric Gollannek, Executive Director of the Saugatuck-Douglas History Center. Eric joined the meeting to be available for Council questions regarding agenda item 11A-Saugatuck Historical Markers Project.

**8.** Introduction of Ordinances: None

9. Public Hearings: None

10. Unfinished Business: None

#### 11. New Business:

# A. Saugatuck Historical Markers Project:

Saugatuck-Douglas History Center has put together a presentation of locations for four Saugatuck historical markers, which will be located in the City's parks (i.e., Wicks Park, Cook Park, and Coghlin Park). The Saugatuck-Douglas History Center is requesting review and approval of the locations, along with approval of the letter of agreement between the City of Saugatuck and the Saugatuck-Douglas History Center. The letter of agreement determines that the Saugatuck-Douglas History Center will be responsible for design, content, development, cost, delivery, installation (with input and coordination from the Department of Public Works), repair and replacement. The City of Saugatuck will be responsible for the liability of the Historical Markers on city property, under its umbrella policy.

After discussion Council has requested additional options for locations of the historical markers within parks of the City of Saugatuck.

Motion by Gardner, second by Stanton to approve the proposed locations as submitted of the historical markers within the parks of the City of Saugatuck and to approve the letter of agreement between the City of Saugatuck and the Saugatuck Douglas History Center as submitted. Motion lost by roll call vote 0-5. Motion by Gardner, second by Stanton to approve of the letter of agreement between the City of Saugatuck and the Saugatuck Douglas History Center as submitted. Motion carried by unanimous roll call vote.

# B. Resolution No. 220110-A- 2022 City Council Meeting Dates:

Michigan's Open Meetings Act (Public Act No. 267 of 1976, as amended) states that within 10 days of the first meeting of the public body in each calendar or fiscal year, the body must publicly post a list stating the dates, times, and places of all its regular meetings at its principal office. Section 4.13 for the City Charter requires that regular meetings of the City Council shall be held at least twice in each calendar month. Regular City Council meetings will be held at Saugatuck City Hall, 102 Butler Street, Saugatuck, MI 49453 at 7:00 p.m. on the second and fourth Monday of each month. (Meetings will be held virtually via Zoom, while COVID\_19 restrictions are in place.)

Motion by Gardner, second by Leo to approve the City Council Schedule of meetings for the year 2022. Motion carried by unanimous roll call vote.

# C. Meeting Rules of Procedure Amendment:

This proposed amendment to the existing Rules and Procedures document amends the "Conduct of Meetings" section 3, "Agenda Order of Business" is to rearrange the current agenda.

Motion by Leo, second by Stanton to approve the amendment to the City Council Rules and Procedures for Meetings originally adopted on July 23, 2007. Motion carried by unanimous voice vote.

# **D.** Cemetery Service Agreement:

Act No. 113 of the Public Acts of 1915 authorizes and directs townships to care for, operate and maintain township cemeteries within their boundaries. In Michigan, cities are not legally required to own or operate cemeteries. Act No. 113 does however permit the legislative body of a city to contribute to the maintenance and care of cemeteries owned by a township if it so chooses. The proposed cemetery agreement that would allow the City of Saugatuck to contribute to the cemeteries owned and operated by Saugatuck Township in exchange Saugatuck City residents will be treated identically to Township residents for purpose of acquiring burial plots. The term of this agreement is for three years.

After discussion Council has requested additional information from City Manager Heise to explain the escalator and to the extent possible clean up the dates for payment. Motion by Stanton, second by Leo to approve the Cemetery Service Agreement between the City of Saugatuck and the Saugatuck Township and allow the City Manager to explain the escalator and to the extent possible clean up the dates for payment. Motion carried by unanimous roll call vote.

#### **E.** The Butler Easement Agreement:

At the recommendation of City staff, the Planning Commission made it a condition of the Butler Restaurant outdoor patio approval (40 Butler St) that an easement be established for the boardwalk area, ensuring public access. The only instrument that currently "allows" for public access on the boardwalk is a street-end license, which could be terminated. It is the goal of City staff to take extra effort and expense to solidify public access to the waterfront whenever opportunities present themselves. Motion by Gardner, second by Bekken to approve the Boardwalk Easement Agreement between City of Saugatuck ("Grantee"), and Butler Place Property, LLC ("Grantor"). Motion carried by unanimous roll call vote.

#### **F.** Budget Adjustment:

The City Council is authorized by statute to amend the budget throughout the fiscal year as it becomes apparent that a deviation from the original general appropriations act is necessary.

Motion by Bekken, second by Bekken to approve Resolution 220110-B amending the FY 21-22 budget as presented. Motion carried by unanimous roll call vote.

#### 12. Public Comments: None

#### 13. Communication:

- **A.** City Clerk Wolters posted KLSWA and BOR open vacancies on the City website and City bulletin board at City Hall on January 4, 2022.
- **B.** Dan Fox submitted a letter to Council regarding Pup-Up Patios.

# 14. Boards, Commissions & Committee Reports:

Dan Fox reported on the Fire District Board Meeting from December 20, 2021.

# **15. Council Comments:**

Russ Gardner reported on the Planning Commission strategic meeting from January 8, 2022. Councilmember Gardner updated Council that the Mt. Baldhead star will be turned off when the Coghlin Park tree is turned off by DPW.

# 16. Mayor's Comments:

Mayor Pro-Tem Dean thanked City Staff, DPW and first responders in the community for keeping folks safe during the extreme weather event we had over the past several days.

# 17. Adjourn:

Mayor Pro-Tem Dean adjourned the meeting at 8:40 p.m.

Motion by Stanton, second by Leo to adjourn. Motion carried by unanimous roll call vote.

DB: Saugatuck

01/21/2022 01:19 PM INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF SAUGATUCK
User: Peter EXP CHECK RUN DATES 01/11/2022 - 01/24/2022 EXP CHECK RUN DATES 01/11/2022 - 01/24/2022

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BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Vendor	Name
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Vendor Name	Description	Amount
1. ACTION INDUSTRIAL SUPPLY	CO UNIFORMS & SAFETY EQUIPMENT	136.77
2. ALLEGAN COUNTY CLERK	BUTLER EASEMENT BOARDWALK	30.00
3. ALLEGAN COUNTY SHERIFF	SHERIFF CONTRACT	25,725.72
4. ALLEGAN COUNTY TREASURER	PROPERTY TAXES TAX TRIBUNAL PROPERTY TAXES	1,765.99 5.30 36,230.63
	TOTA	AL 38,001.92
5. BS&A SOFTWARE	SOFTWARE UPDATES & ANNUAL SUPPORT	491.00
6. CARELTON EQUIPMENT	BOBCAT SNOW PLOW	4,744.00
7. COMCAST	TELEPHONES & INTERNET	
8. DUNESVIEW KWIK SHOP INC		153.67
9. FAHEY SCHULTZ BURZYCH RH	GASOLINE & DIESEL ODES	1,878.31
	LEGAL FEES LEGAL FEES ZONING LEGAL FEES EMPLOYMENT LEGAL FEES LEGAL FEES DUNE RIDGE	358.00 3,387.00 475.00 314.00 8,986.50
	LEGAL FEES ZBA	2,610.00 AL 16,130.50
O DEDCE ADVANCE INC	1011	10,130.30
<ul><li>0. FIRST ADVANTAGE INC</li><li>1. FLEIS &amp; VANDENBRINK ENGI</li></ul>	DRUG TESTING NEERING INC	47.43
	ENGINEERING FEES CAMPBELL ROAD BRIDGE ST WATER EXT	7,584.37 10,075.00 2,364.41
	TOTA	AL 20,023.78
2. FRONTIER	DPW GARAGE OVAL BEACH	187.48 62.79
	TOTA	
3. IHLE AUTO PARTS		
4. INTERURBAN TRANSIT AUTHO	MAINTENANCE	422.20
	PROPERTY TAXES	8,489.87
5. JOHN DEERE FINANCIAL	PARTS & MAINTENANCE	201.55
6. K&R TRUCK SALES INC	TRUCK HUBCAP TRUCK MIRROR	111.84 492.66
	TOTA	
7. MERCHANTS BANCARD NETWOR	K	
8. MERS	BANKING FEES	77.54
9. MICHIGAN GAS UTILITIES	RETIREMENT	4,337.53
J. HICHTOMY GAO UITHIILD	CITY HALL BUTLER ST BATHROOM 7	103.70 104.24

User: Peter DB: Saugatuck

# 01/21/2022 01:19 PM INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF SAUGATUCK EXP CHECK RUN DATES 01/11/2022 - 01/24/2022

BOTH JOURNALIZED AND UNJOURNALIZED BOTH OPEN AND PAID

Page:

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Vendor Name

vendor Name	Description		Amount
	DPW GARAGE		314.24
		TOTAL	522.18
20. NET2PHONE INC			
	TELEPHONES		175.90
21. OTTAWA AREA INTERMEDIAT			
00	PROPERTY TAXES		2,194.57
22. REPUBLIC SERVICES	mp a cu		604.26
23. SAUGATUCK DOUGLAS LIBRA	TRASH		684.26
23. SAUGATUCK DOUGLAS HIBKA	PROPERTY TAXES		14,161.39
24. SAUGATUCK FIRE	TROTERT TIMES		14,101.33
	SHORT TERM RENTALS		750.00
	PROPERTY TAXES		39,306.27
		TOTAL	40,056.27
25. SAUGATUCK PUBLIC SCHOOL	uS		
	PROPERTY TAXES		150,881.99
26. SAUGATUCK TOWNSHIP			·
	CEMETERY AGREEMENT		6,067.21
27. SCOTT'S LANDSCAPE MANAG			
00 00000 000000000000	LEAF PICK UP		1,037.50
28. SMART BUSINESS SOURCE I			02.22
29. TRUCK & TRAILER SPECIAL	COPY PAPER		93.32
29. INOCK & INAIDER SIECIAL	SNOW PLOW CUTTING EDGES		2,375.36
30. WYOMING ASPHALT PAVING			2,373.33
	COLD PATCH ASPHALT		553.50
TOTAL - ALL VENDORS			340,550.01
FUND TOTALS:			
Fund 101 - GENERAL FUND			66,163.16
Fund 202 - MAJOR STREETS			10,350.00
Fund 203 - LOCAL STREETS			278.50
Fund 661 - MOTOR POOL FUND	)		10,727.64
Fund 701 - CURRENT TAX FUN	ID		253,030.71



# City Managers Report – Highlights January 24<sup>th</sup>, 2022

# City Manager Attending Michigan Municipal Executives Conference

I'll be attending the Michigan Municipal Executive Conference next week from January 25<sup>th</sup> - 28<sup>th</sup>. http://www.mme.org/mmewi22/

#### Bridge Street Utilities - Some owners have requested sewer as well

There is a new home being constructed on Bridge Street along the Kalamazoo River, west of Blue Star HWY. City ordinances require a connection to the water system. City staff is reviewing extending water services in cooperation with engineering and in partnership with the Kalamazoo Lake Water and Sewer Authority (KLWSA). Special assessment methodologies will be reviewed and presented to Council. A meeting was conducted with KLSWA and I had discussion with the Fire Department regarding the project. The most viable option will be to provide water service to the home under construction with the potential for future extension for remaining lots on Bridge Street.

# **KLSWA Agreement**

City Managers planning to meet with KLSWA to begin discussions on asset management plans for water and sewer as required by EGLE. Agreements to be finalized by 2023. Meetings delayed with management change at the Township.

# **Expanded Outdoor Dining Areas- previously known as Pop-Up-Patios**

Staff presented first round of recommendations at Council Workshop on 1.19.22. On Council agenda for additional discussion.

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

Allegan County will wait for City Council's direction on the potential placement for traffic light. Study linked to website under 2022 Council Meeting Information.

#### **Oval Beach Staffing and operations**

Staff retention/recruitment will be a priority over the winter months. Staff to connect and visit with regional high schools.

# **Blue Star Trail Update**

Staff and Engineer had a very positive meeting with representatives from the Michigan Department of Transportation. On your agenda for discussion.

# **Dune Ridge Waterfront Update**

The City attorneys are currently pursuing the removal of floating homes with Dune Ridge's attorney andthrough the current pending lawsuit. Initial depositions being scheduled. Clerk has completed an exhaustive records review and has provided all pertinent information to legal.

#### Road resurfacing (and utility) projects

Campbell Road – Water main installation continues to progress toward Park/Ferry Street. Campbell Road will continue to be closed at Park/Ferry and all traffic should continue to use the detour for access until water main installation is complete. Progress has been slowed by weather, but we are expecting installation of the water main to be complete within the next few weeks. Water service replacement is expected to begin in February. Jon Moxey of Fleis & VandenBrink will be reaching out to property owners or their designated local representatives to begin coordinating water service work in the next few weeks.

Maple Street- Spring '22 project. Engineering proposal received. Project plans shared with the Township; however, they are not prepared to proceed in the coming year according to the Township Engineer. Maple street requires resurfacing. There are three infrastructure improvement projects that should coincide with the repairs, which include:

- Elevating Maple Street at the intersection of North Street, including the potential for adding culverts.
- Stormwater Improvements at Maple and Mason Street, addressing a resident concern that increasedwater runoff is causing erosion issues in an adjacent creek.
- Water service investigation and replacement.

The Township has determined that they do not receive and ACT 51 funds for this road and that they are not responsible for road maintenance. Their Responsibility would be specific to shared water service.

**Park Street-** I anticipate that staff and Council will be prepared to re-start the conversations on the Park Streetproject scope in the winter months of 2023.

**Butler/Hoffman Street sanitary project-** Phase one (1) of the project went very well. Final asphalt work will commence in the spring.

#### Milfoil update

Staff will bring recommendation on treatment and billing methodology during the winter months.

# **AT&T & Verizon Cellular Facilities**

Staff has still not received an update on the structural review of the Mt. Baldhead Tower for cellular use (inside existing dome) as of 1.21.22. Staff had a meeting with AT&T on December 8<sup>th</sup> to discuss WIFI and Mt. Baldhead Tower project. WIFI is possible but will take year/s to design and negotiate. Staff encouraged AT&T to focus on macro cell technology and we can circle back to WIFI.

Two (2) of the three (3) Verizon permits for small cell technology are on the agenda. More details to be worked out on third location near City Hall, please anticipate on this to be placed on future agenda.

# **City Hall Office Space**

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

Exterior repairs are also needed.



# **Treasurer Report**

Below is a summary of the administrative work done within the Treasurer's Office since the last Council meeting on 1/10/2022:

- Paid routine bills
- Completed and disseminated bi-weekly payroll
- Winter tax bill collection in progress with tax bill due date on 2/14/22



# **Planning & Zoning Report**

Below is a summary of the administrative work done within the Planning and Zoning Office since the last Council meeting on 1/10/2022:

# 1. Planning Commission Saturday, January 8, 2022:

- a. Training and discussion of activities Who does What?
- b. Discussed high level goals for 2022 and 2023

# 2. Planning Commission Meeting on January 20, 2022

a. Adopted high level goals and begin fleshing out the more detailed plan

# 3. Historic District Commission January 19, 2022: - Rescheduled

- a. 302 Culver Street (CALA building) new dumpster enclosure will require a license by City Council. Approved for referral to Council. (Existing dumpster enclosure will get a face lift to look like the new enclosure.)
- b. 311 (313) Water Street upstairs remodel tabled for more information

# 4. Zoning Board of Appeals – no meeting

#### 5. Other:

- a. Working with Verizon on two current locations node 16823 / 253 Spear Street and node 16824 / 561 Francis Street on Consumer poles.
- b. Working with Verizon on new small cell pole at 40 Water Street.



# **Department of Public Works Report**

Below is a summary of notable activities carried out by the Department of Public Works since the last council meeting on 01/10/2022:

- Snow/Ice Control
- Uninstalled Christmas Decorations All but the Trailer Tree at Coghlin Park is complete
- Mechanical issue with Trailer Tree
- Went to Carlton Equipment for equipment demo a plow for sidewalk skid steer for when snow is too wet/heavy for snowblower attachment
- Purchased/received skid steer plow
- Attended Tree Board meeting prepared and presented tree work update
- Ordered/received 110 tons of safety road salt
- Continue to collect curbside Christmas trees for residents and business owners
- Attended Campbell Road progress meeting
- Attended The Butler restaurant construction meeting
- Notified residents of upcoming tree work



# **STFD Fire District Report**

Below is a summary by the Saugatuck Township Fire Department:

# Fire Chief Janik's incident summary highlights:

- 1. Essentially, no residential structure fires within the Fire District in 2021. Fire prevention, education and rapid response times certainly work at mitigating structure fires.
- 2. Call volume is up 12% at 964 calls.
- 3. Overlapping call (two or more calls dispatched at the same time), has increased 41% at 276 calls. Significant staffing and resource demands.
- 4. Motor vehicle incidents have an 82% increase at 80 incidents.

# 2021 Summary of Incidents

- ❖ <u>First of all, no house fires to report for 2021 in our district!</u> All 5 structure fires we responded to were in neighboring districts. In 2020 we had 5 in our area. <u>Our fire</u> prevention program and quick response time is paying off.
- ❖ 2021 came to a close of 964 calls, or a 12% increase compared to last year.
- ❖ 23 <u>overlapping calls</u> continued a slight downward monthly adjustment. 32% of our calls in December were overlapping. For the year it was 28%. Comparing to previous years <u>2021 showed 276</u> or <u>an increase of 41%</u> in this category from 2020.
- ❖ Total December MVIs (motor vehicle incidents, i.e., crashes, fires etc.) are at 5 incidents. For 2021 we recorded 80 incidents total for an 82% increase from 2020 with 44, and slightly higher than 2019 with 75 incidents.

We did have one resource demanding incident on I-196. A jack-knifed semi came to rest in the median and the cargo had to be transferred to another trailer. We were on that scene for 8 hours and unfortunately experienced a secondary incident a mile south of the primary scene.

See additional information: https://www.saugatuckfire.org/agendas.html



# **Allegan County Sheriff Report**

Below is a summary of the notable activities carried out by the Allegan County Sheriff's Deputies since the last Council meeting on 1/10/2022:

- Lt. Brett Ensfield and his team have been working through yearly trainings.
- Officer Kruithoff and Officer Flokstra will attend the Ottawa Safe Schools event to address common safety and security issues in the Ottawa Area ISD.
- Allegan County Officers continue their normal duties with no significant activity to report.

# City of Saugatuck Status Report of Engineering Activities January 21, 2022

#### General Consultation

- Water Street Sidewalk: Sidewalk design is complete. We are refining details for the fire dock ramp or steps with STFD based on site topography.
- We are reviewing the latest plans for improvements at the high school with KLSWA.

#### Campbell Road Improvements

- Water main installation is nearly complete, expected to be complete late January or early February (slowed by contractor staffing, holidays and weather).
- Water service replacement is anticipated to begin mid-February, depending on weather.
- Consumers Energy is scheduled for pole relocation on the north side near Park Street in January. Consumers has begun trimming some trees in the area to facilitate the relocation work. The property owners have been notified.
- Roadway improvements are still scheduled for April/May, 2022.

#### Butler Street Sanitary Sewer Improvements

- 2021 work is complete. The road is a combination of milled concrete and asphalt millings. 314 and 318 are now connected to the new sewer. 317 and 325 have laterals extended to the right of way line to be used if and when they are needed.
- In April/May 2022, millings will be removed and asphalt pavement will be replaced, along with pavement markings.

#### **Bridge Street Water Main Extension**

- Project includes extension of watermain south from Blue Star Highway to serve new development in the City. The road will be resurfaced where it is disturbed during water main installation.
- Survey field work is complete. The right of way is quite narrow (33'), and the road wanders outside the right of way in several areas. We are working on easement sketches to assist the City with securing easements.
- Preliminary design is nearly complete and we anticipate meeting with City staff and property owner(s) soon. We anticipate bidding and permitting will take place in February with construction in March/April.
- City staff is working on a special assessment process for the project and future similar extensions.

#### Maple Street Improvements

- The original vision for this project included 4 parts: (1) water main (and service) replacement from Blue Star Highway to south of North Street; (2) drainage improvements at Mason Street; (3) crush, shape and resurface from Blue Star Highway to south of North Street; and (4) reconstruct the failing portion of Maple Street near North Street (raise alignment, improve base, etc.).
- The Township has questioned the urgency of the water main replacement. We will be discussing a reduced scope (items 2 and 4 are City only) and other options with City staff in the near future.





**FROM:** Jamie Wolters

**MEETING DATE:** January 10, 2021

**SUBJECT:** Kalamazoo Lake Sewer Water Reappointment

# **DESCRIPTION:**

KLSWA Articles of Incorporation:

Commission members may, or may not, be members of the legislative bodies of the Constituent Municipalities. The Commissioners shall serve for a term of three (3) years, and each term of office shall begin as of the first day of the Authority's fiscal year (March 1). The terms of office shall be staggered so that the terms of not more than two Commissioners will expire each year.

The Mayor's reappointment for the Kalamazoo Lake Sewer Water position is as follows: The reappointment of Mark Bekken with said term expiring February 28, 2025.

# **BUDGET ACTION REQUIRED:**

N/A

# **COMMITTEE/COMMISSION REVIEW:**

N/A

# **LEGAL REVIEW:**

N/A

# **SAMPLE MOTION:**

Motion to **approve/deny** the Mayor's appointment as presented.



**FROM:** Jamie Wolters

**MEETING DATE:** January 10, 2021

**SUBJECT:** Board of Review Position Reappointment

#### **DESCRIPTION:**

Per the City Charter Section 8.6 Board of Review:

- (a) The Board of Review shall consist of three (3) residents who are electors of the city, but not city officers or employees. The assessor is to be the clerk of the Board of Review and nonvoting. The board shall be entitled to such remuneration as shall be determined by the council.
- (b) The first such board of review appointed under the provisions of this charter shall be made up of three (3) qualified members appointed for one (1), two (2) and three (3) year terms. The council shall appoint a member for a three (3) year term at the first regular council meeting in January of each succeeding year.

The Mayor's reappointment for the Board of Review position is as follows: The reappointment of Nico Leo with said term expiring January 1, 2025.

### **BUDGET ACTION REQUIRED:**

N/A

# **COMMITTEE/COMMISSION REVIEW:**

N/A

#### **LEGAL REVIEW:**

N/A

# **SAMPLE MOTION:**

Motion to approve/deny the Mayor's appointment as presented.



**FROM:** Peter Stanislawski, Treasurer/Finance Director

**MEETING DATE:** January 24, 2022

**SUBJECT:** Summer Tax Collection

# **DESCRIPTION:**

The attached agreement is between the City of Saugatuck and Saugatuck Public Schools for the collection of the Saugatuck Public Schools and the Ottawa Area Intermediate School District (OAISD) 2022 summer tax levies at a rate of \$2.75 per parcel. The other 3 municipal taxing units in the school district also have similar agreements in place. The rates of collection for other taxing units within the district are as follows:

Saugatuck Public Schools/OAISD Tax Collection rates (per parcel)

Saugatuck City = \$2.75 Douglas City = \$2.75 Laketown Township = \$3.00 Saugatuck Township = \$3.25

#### **BUDGET ACTION REQUIRED:**

N/A

# **COMMITTEE/COMMISSION REVIEW:**

N/A

# **LEGAL REVIEW:**

NI/Δ

#### **SAMPLE MOTION:**

Motion to authorize the Mayor and City Clerk to sign and enter into an agreement between the City of Saugatuck, Saugatuck Public Schools, and the OAISD for collection of the 2022 summer tax levies at a rate of \$2.75 per parcel.



oaisd.org



# **MEMORANDUM**

**TO:** City/Township Clerks

**FROM:** Chris Lamer, Chief Financial Officer

DATE: December 21, 2021

**RE:** 2022 Summer Tax Collection

The Ottawa Area Intermediate School District Board of Education adopted a continuing Resolution on December 19, 1983 authorizing Summer Tax Collection. Adopted pursuant to Section 1613 of the School Code of 1976, this Resolution imposes Summer Tax Collection for that year, and all subsequent years in local K-12 school districts that levy summer tax. This summer tax levy is for one hundred percent of the school district's 2022 property tax levy. The Ottawa Area Intermediate School District Board of Education affirmed the continuing 1983 Resolution with adoption of the enclosed resolution at its December 15, 2021 meeting.

Pursuant to Section 1613, this letter is a formal request that your city or township collect on behalf of the Ottawa Area Intermediate School District, the ISD's 2022 Summer Property Tax levy upon property within your city or township.

Section 1613 provides that the city or township governing body shall negotiate a reasonable fee for collection of the Intermediate School District's summer property tax levy. As in previous years, the local school districts will be negotiating these fees for collection agreements on behalf of the Intermediate School District, as well as themselves. Multiple year agreements for fees to be collected may be negotiated; where they exist for some cities and townships, they may still be current.

The OAISD may refrain from collection of 2022 school property taxes in those cities and townships where the local school district will not be collecting summer taxes.

If you have questions, please feel free to contact me at 616-738-8940, extension 4037.

Enclosures: Resolution, Certificate

cc: County Equalization Departments

**County Treasurers** 

# Ottawa Area Intermediate School District Board of Education

# Resolution to Collect Summer 2022 Taxes

WHEREAS, the Board has, by resolution adopted on or about December 19, 1983, determined to impose a summer property tax levy, including debt service, to commence in the summer of 1984 and to continue during each subsequent summer until specifically revoked by the Board; and

WHEREAS, said continuing resolution further provided that each such summer property tax levy shall be for the total of the School District's annual school property taxes; and

WHEREAS, the Board desires to implement and enforce said continuing resolution in order to impose and collect its 2022 summer property tax levy;

NOW, THEREFORE, BE IT RESOLVED, by the Board of the Ottawa Area Intermediate School District, as follows:

- 1. That the Board does hereby ratify and affirm its continuing resolution, of December 19, 1983, determining to impose a summer property tax levy for the total of the School District's annual school property taxes;
- 2. That said continuing resolution is specifically ratified and affirmed insofar as the Board renews its determination to impose a summer property tax levy in the summer of 2022;
- 3. That, pursuant to said continuing resolution as herein ratified and affirmed, the Board does hereby specifically request that each city and township located in whole or in part in the School District agree to collect the School District's summer levy in 2022 for the total of the School District's annual school property taxes;
- 4. That the Secretary of the Board is hereby authorized and directed to communicate the Board's foregoing request to each such city and township, together with a copy of this resolution, in such a manner as to ensure that such requests are received by each such city and township before January 1, 2022; and
- 5. That, except as herein specifically altered or amended, the Board's continuing summer tax collection resolution, adopted on or about December 19, 1983, is hereby ratified and affirmed.

A motion was made by Rick Dernberger and seconded by Robyn Afrik to adopt the resolution.

Roll Call Vote:

YES: Robyn Afrik, Rick Dernberger, and Randy Schipper

NO: None

RESOLUTION DECLARED: adopted, 3-0.

Randy Schipper

Board Secretary

Ottawa Area Intermediate School District

#### **CERTIFICATE**

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Education for the Ottawa Area Intermediate School District, at a duly noticed meeting held on December 15, 2021, at which the following Board members were present: Rick Dernberger, Randy Schipper, and Robyn Afrik; that said resolution was offered by Board member Rick Dernberger and supported by Board member Robyn Afrik that the following Board members voted in favor of the resolution: Rick Demberger, Randy Schipper, and Robyn Afrik and the following Board members voted in opposition to the resolution: None; and that public notice of the said meeting was given pursuant to and in full compliance with Michigan Act 267 of 1976, as amended, and minutes of the meeting will be kept as required by the Open Meetings Act.

Randy Schipper

Ottawa Area Intermediate School District

# MEMORANDUM OF AGREEMENT FEE FOR COLLECTION OF 2022 SUMMER TAXES

Section 1613 of the School Code of 1976 (Magreement with the school district of	CLA 980.1613 as amended), negotiated and reached an ugatuek Public School ("Local School Area Intermediate School District ("Intermediate School mmer tax levies of the Local School District and
NOW THEREFORE, the City/Town School District understand and agree as follows:	ship, the Local School District, and the Intermediate lows:
Local School District and aggregate price of \$ _2.7 School District, subject to the Intermediate School District.  2. The above stated 2022 Summar 100%)  3. The 2022 Summer Taxes con District and the Intermediate delivered to said school district and the Intermediate delivered to said	ect the respective 2022 Summer Tax Levies of the of the Intermediate School District for an S_Per Parcel, to be billed to, and paid by, the Local at Local School District's rate of contribution from the ener Tax Levies will be collected at%. (50% or ellected by the City/Township for the Local School as School District shall be accounted for and estricts as follows (select one):  prescribed by Section 43 of the General Property 211.43 as amended):  rnate delivery schedule has been negotiated and nen such accounting and delivery shall be as
Signature of City/Township Official	Signature of Local School Official
Title	Superintendent  Title 1/3/22
Date	Date
Acceptance by:	
Chris Lamer, Chief Financial Officer, Ottawa Area Intermediate	Date

**School District** 



**FROM:** Jamie Wolters

**MEETING DATE:** January 24, 2022

**SUBJECT:** Schedule of Fees Amendment (Wicks Park Boat Slips)

# **DESCRIPTION:**

The City of Saugatuck owns ten 24' boat slips located at Wicks Park. The City leases the slips out on an annual basis. The City of Saugatuck real property taxpayers receive priority. If there are any additional slips available, then the lottery will be opened to the general public. The lease rates are reviewed by City Council on an annual basis. Staff is recommending the schedule of fees be amended by increasing the rates \$300. New rates suggested are \$2,000 for non-residents and \$1,800 for residents.

# Last 6 Year Rates:

2016 \$1,000 Non-Resident and Resident

2017 \$1,000 Non-Resident and Resident

2018 \$1,500 Non-Resident and \$1,200 Resident

2019 \$1,700 Non-Resident and \$1,500 Resident

2020 \$1,700 Non-Resident and \$1,500 Resident

2021 \$1,700 Non-Resident and \$1,500 Resident

#### **CPI rates since last schedule of fees amendment:**

2020 1.9%

2021 1.1%

2022 6.1%

# **BUDGET ACTION REQUIRED:**

N/A

# **COMMITTEE/COMMISSION REVIEW:**

N/A

# **LEGAL REVIEW:**

N/A

# **SAMPLE MOTION:**

Motion to approve/deny amending the City of Saugatuck Schedule of Fees as follows: Wicks Park Boat Slip Lease: \$1,800 resident rate, \$2,000 non-resident rate.



# 2022 Wicks Park Boat Slip Lottery Application

To enter into the lottery, an application must be submitted to Saugatuck City Hall, no later than Monday, February 21, 2022, at 5:00 p.m., postmarks will not be accepted. Only one (1) application will be accepted per real-property taxpayer.

City of Saugatuck real property taxpayers receive priority. If there are any additional slips available, then the lottery will be opened up to the general public.

**LOTTERY DRAWING:** Monday, February 28, 2022, at 3:00 p.m. at Saugatuck City Hall Council Chambers, 102 Butler Street, Saugatuck, MI 49453. This lottery is open to the public. Need not to be present to win.

win.		
APPLICANT NAME:		
RESIDENT: I am a real-	property taxpayer of the City of	of Saugatuck ( ) Yes ( ) No
ADDRESS:		
TELEPHONE:	E	MAIL:
SLIP NUMBER guarantee assignment.		owever, due to lottery process, the City cannot
SIGNATURE:		<b>DATE:</b>
	Agreement nt in the amount of \$1,800 (resident on that lists the lessee (taxpayer) as	
By Mail: City of Saugatuck PO Box 86 Saugatuck, MI 49453	In Person:	E-Mail: jwolters@saugatuckcity.com
	ponsible for any lost or misdirected on has been received, please call 26	applications. If you desire a verbal 9-857-2603.
Applicants on the waitlist will be	e contacted as boat slip vacancies o	ccur.
	FOR OFFICE USE	ONLY
Date Received:	Received: ( ) Ma	il ( ) In Person ( )E-mail
Time Received:	Staff:	

# **DOCKING LEASE**

THIS	LEASE AGREEMENT (the "Lease") is made on this day of March 2022, by
and between	the CITY OF SAUGATUCK, a municipal corporation, located in Allegan County
Michigan ("I	LESSOR") and, whose address is
	("LESSEE").
IN CO	ONSIDERATION of the mutual covenants and promises contained herein, the partie
hereto agree	that LESSEE shall lease from LESSOR docking space at the Main Street boat slip
owned by LE	ESSOR subject to the following terms and conditions:
1.	<u>Description of Leased Premises:</u> LESSEE shall lease Dock Slip Number
#	at the Main Street boat slips dock. The leased premises ("Leased Premises") shall
includ	de Boat Slip Number # and the portion of the dock adjacent thereto and the
water	immediately abutting that boat slip and dock.
2.	<u>Purpose of the Lease:</u> The LESSEE shall use the Leased Premises for the purpose
of the	e docking of LESSEE's one boat and for no other purpose or purposes unles
specit	fically approved in writing by LESSOR prior to the start date of this Lease. The boa
which	h LESSEE may dock at the Leased Premises is described as follows:
	Type of boat:
	Year:
	VIN:
3.	Term: This Lease shall commence on April 1, 2022, and shall terminate or
Octo	ber 1, 2022.

- 4. Rental Rate: LESSEE shall pay annual rent to LESSOR in the sum of \$\_\_\_\_\_\_
  for this Lease, said amount being payable upon the execution of this Lease. This rental amount is nonrefundable, except as provided in Section 15 hereof.
- **Registration:** LESSEE shall provide to LESSOR (prior to the commencement date stated above) a copy of the current boat registration that lists the LESSEE as the registered owner of the one allowed watercraft.
- **6.** <u>Utilities and Parking</u>: LESSOR will not provide any utilities at the dock for LESSEE and shall not provide any parking space or facilities for LESSEE.
- 7. <u>Hold Harmless Provision</u>: LESSEE holds and uses the Leased Premises at LESSEE's own risk, LESSEE waives any and all claims against LESSOR (as well as LESSOR's officials, officers, employees, agents and assigns) and LESSEE also agrees to assume all risks related to the Leased Premises and this Lease. Furthermore, with regard to the holding and/or use of the Leased Premises, LESSEE agrees to reimburse, indemnify and hold harmless the LESSEE (as well as LESSEE's officials, officers, agents, assigns and employees) for, from and against any and all liabilities, causes of action, claims, attorney fees, costs and damages related to, arising out of or pertaining to the Leased Premises during the term of this Lease.
- **8.** <u>Compliance with all Laws</u>: LESSEE shall comply with all laws, ordinances, codes, and requirements of the City of Saugatuck, County of Allegan, State of Michigan and United States government regarding LESSEE's boat and use of the Leased Premises.
- 9. <u>Takes "As Is"</u>: LESSEE takes and will use the Leased Premises in its current condition and "As Is."

- Maintenance: LESSOR shall be responsible for the maintenance and repair of the dock structure except for any damage caused by LESSEE and/or LESSEE's invitees, in which situation it shall be the responsibility of LESSEE to repair the damage forthwith upon notification to the LESSEE by the LESSOR of the need for repair. LESSEE shall keep the Leased Premises free of debris and in a neat and orderly condition and shall return the Leased Premises to LESSOR at the end of this Lease in at least as good condition as the Leased Premises was in at the commencement of this Lease, normal wear and tear excepted.
- 11. <u>Sub-Letting and Assignment</u>: LESSEE shall <u>not</u> sub-let or assign any portion of the Leased Premises, without the prior written consent of LESSOR. LESSOR shall have the sole discretion as to whether or not to grant such consent.
- 12. <u>Use by Other Lessees</u>: Other lessees or users shall have the use of the dock areas lying adjacent to LESSEE's boat slip for purposes of access to the boat slips of the other lessees or user. LESSEE shall not interfere with the orderly use and passage by other dock lessees or members of the public. However, LESSEE's docking privilege as provided for herein shall be exclusive for the benefit of LESSEE within the boat slip rented by LESSEE pursuant to this Lease.
- 13. <u>Insurance</u>: LESSEE shall carry liability insurance covering LESSEE's use of the Leased Premises and LESSEE's boat during the term of this Lease in an amount equal to at least \$1,000,000. Such insurance shall be kept in full force and effect by LESSEE during the term of this Lease. LESSEE shall provide written proof of such insurance to the LESSOR at the commencement of this Lease.

- **14. Quiet Enjoyment:** Upon the payment of the rent provided for herein and performance of all of the covenants herein by LESSEE, LESSEE shall peacefully and quietly have, hold and enjoy the Leased Premises without interference from the LESSOR.
- High Water: If high water causes the Leased Premises to be unusable or unsafe, the LESSOR shall declare the Leased Premises unusable and LESSEE shall not utilize the Leased Premises while such an order in effect. If the LESSOR issues such a nonuse order or high water effectively prevents LESSEE from reasonably using the Leased Premises, the LESSOR shall issue a full or partial refund of the rent to LESSEE based proportionately upon the amount of time during this Lease that LESSEE cannot utilize the Leased Premises. If the LESSEE disagrees with how such rent rebate is apportioned, LESSEE can appeal the matter in writing to the City Council for the City of Saugatuck.
- 16. Default: Each of the covenants of this Lease are deemed to be material to the satisfactory performance of this Lease, and a breach or failure by the LESSEE to perform in accordance with any of the covenants or conditions of this Lease shall give the LESSOR the right to declare a forfeiture of this Lease, to terminate this Lease, and to retake possession of the Leased Premises. In case of LESSEE's default, or failure to perform any of the covenants contained herein, LESSOR shall give written notice of such default or failure to perform in writing to the LESSEE, and LESSEE shall have seven (7) days from the date said notice is mailed, or personally served, to cure the default or comply with any of the covenants not being complied with. If LESSEE fails to do so, LESSOR shall have the right to re-enter and retake possession of the Leased Premises and this Lease shall thereupon be immediately terminated. Notice provided for in this paragraph shall be

sufficient if mailed by first class mail to LESSEE's address as mentioned above stated, or notice may be personally served upon LESSEE.

- 17. <u>Amendments:</u> This Lease contains all of the agreements and understandings of the parties hereto, and shall not be amended or changed in any way, unless an amendment is in writing and signed by both the LESSEE and LESSOR.
- **18.** <u>Controlling Law:</u> The laws of the State of Michigan shall control any disputes arising out of the interpretation or operation of this Lease. Venue shall be in Allegan County.
- **19. Binding Effects:** This Lease shall be binding on the successors, heirs and personal representatives of the parties hereto.
- **20. Duplicate:** This Lease has been executed in duplicate, but constitutes only one contract.

		CITY OF SAUGATUCK, LESSOR
Dated:	, 2022	By:Garnet Lewis, MAYOR
Dated:	, 2022	By: Jamie Wolters, CLERK
Dated:	, 2022	By:LESSEE
Dated:	, 2022	By:LESSEE

ITEM:



# City Council Agenda Item Report

**FROM:** Ryan Heise

**MEETING DATE:** January 24, 2022

**SUBJECT:** Chain Ferry Agreement Extension

# **DESCRIPTION:**

- Owner of Star of Saugatuck LLC presented to Council several planned capital improvements which received favorable responses. Given the investment, and as presented by the owner, an extension to the current agreement of two years is requested. Existing agreement term was five years; May 13, 2019-2024. Improvements include:
- Repair upper frame and trellis décor
- Replace wiring for horn and navigational lighting
- Secure gate latches for safety
- Replace idler wheels main sprocket and replace chain
- Anti- skid pad to deck surface

#### **BUDGET ACTION REQUIRED:**

N/A

# **COMMITTEE/COMMISSION REVIEW:**

N/A

# **LEGAL REVIEW:**

Provided to legal for review

# **SAMPLE MOTION OPTIONS:**

Extend existing Chain Ferry Operations Agreement end date from May 13, 2024 to May 13 2026.

# CITY OF SAUGATUCK CHAIN FERRY SERVICES AGREEMENT

This Agreement is made as of May 13, 2019, between the City of Saugatuck, a Michigan home rule city, the address of which is 102 Butler Street, Saugatuck Michigan, 49453 Attn: City Manager (the "City") and the Saugatuck Chain Ferry, LLC, a Michigan limited liability company, the address of which is 716 Water Street, Saugatuck, MI 49453 (the "Operator").

#### RECITALS

- A. The Diane (the "Vessel") is the only remaining chain-driven ferry in the United States and has been in use since 1838. Three pullies maintain its line as it pulled across the Kalamazoo River. The operator turns a crank on the inside of the Vessel and this pulls it along the chain.
- B. The Vessel and associated ferry landings are owned by the City. While the City has historically operated and administered the Vessel, it is now desirous of contracting with a third party to perform such services in exchange for keeping a portion of the receipts from users.
- C. The Operator submitted a proposal to provide those services set forth herein. Based on its review of the proposal and subject to the terms of this Agreement, the City has determined that contracting with the Operator to provide the services is in the City's best interest.

#### **AGREEMENT**

In exchange for the consideration in and referred to by this Agreement the parties agree as follows:

# ARTICLE I OPERATOR'S RESPONSIBILITIES

- 1. <u>Basic Services</u>. The Operator shall provide the following services:
- A. Maintain and administer an employee roster and recruit staff for the operation of the Vessel.
- B. Maintain and administer a training program for all of Operator's employees to comply with United States Coast Guard (USCG) regulations and requirements.
- C. Maintain and administer accounts as reasonably necessary in order to permit the City to ensure compliance with this Agreement.
  - D. Report to the City as reasonably requested the passenger counts for the Vessel.
- E. Maintain, administer and promote a marketing plan to maximize use of the Vessel.
  - F. Charge fares to patrons of the Vessel consistent with the following:
- 1. Fares shall initially be paid only in cash but other forms of payment may be accepted upon mutual agreement of the parties.

- 2. Unless otherwise agreed to by the parties in writing, the fares charged shall not exceed \$2.00 per person/each way. Not less than annually, the parties shall review the fare structure and, where mutually agreed, the fare structure may be modified in writing by the parties without further amendment to this Agreement.
- G. Provide regular maintenance services for the Vessel as reasonably needed throughout the term of this Agreement at no cost to the City. Improvements or maintenance not provided for in the preceding sentence shall only be made with the prior written approval of the City. Failure to approve a repair or improvements shall not be deemed a breach of this Agreement and the Operator waives and releases any claims of any nature predicated upon the same. Throughout the season as well as off season Operator shall schedule with the USCG the Vessel's required inspections or safety inspections.
- H. Perform services in addition to those detailed above upon written request of the City subject to payment as mutually agreed upon in writing prior to the performance of those services.
  - I. Operate the Vessel consistent with the following schedule:
    - 1. Dates and hours are subject to employee availability.
- 2. The Vessel shall be operated in fair weather only and shall not be operated in strong winds, heavy current, electrical storms or heavy rain.
- 3. Subject to the provisions of this subsection, the Vessel shall be operated for a period each season running, minimally, from Memorial Day to Labor Day.
- 4. The Operator shall post the Vessel's operating schedule with appropriate signage, such signage to be in compliance with applicable City ordinances and regulations.
- 2. <u>Qualifications</u>. The Operator represents and covenants that it employs adequate certified, registered and licensed individuals qualified to perform the services set forth herein or that it will, at its sole expense, engage subcontractors who are so qualified. If subcontractors are employed or retained by the Operator, the City shall be so informed and the Operator will be solely responsible for any payments due to the subcontractors.
- 3. <u>Equipment and Supplies</u>. The Operator at its sole expense shall provide all necessary equipment and supplies for the provision of services as set forth in this Agreement.
- 4. <u>Independent Contractor</u>. The Operator is and shall for all purposes continue to be an independent contractor. None of the Operator's employees, subcontractors, or agents are or shall for any reason be construed or interpreted to be an employee of the City. The City shall neither have nor exercise any control or direction over them except as provided in or contemplated by this Agreement.
- 5. Insurance and Indemnification.

- A. The City shall not obtain or maintain any insurance covering the Operator, its agents or its employees. The Operator shall obtain and maintain all necessary and appropriate insurance policies covering the negligent and wrongful acts of its employees, subcontractors, or agents, including property liability, general liability and automobile liability coverage. The Operator agrees, to the fullest extent permitted by law, to indemnify and hold the City harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Operator's negligent acts, errors or omissions in the performance of services under this Agreement and those of anyone acting on the Operator's behalf. The Operator is not obligated to indemnify the City for the City's own negligence. The Operator shall provide any necessary unemployment or worker's disability compensation coverage.
- B. The City agrees to the fullest extent permitted by the law, to indemnify and hold the Operator harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused solely by the City's negligent acts.
- C. The Operator shall acquire, continuously maintain while this Agreement remains in effect, and provide the City with acceptable proof of the types and amounts of insurance coverage as noted in Exhibit A, which is incorporated by reference. A minimum thirty (30) days' notice to the City prior to cancellation, revocation or change in any such insurance shall be endorsed on each policy. The City shall be named as an additional insured on any property or general liability policies.

The obligations set forth in this Section 5 shall survive any termination of this Agreement.

6. <u>Compliance with Legal Requirements</u>. The Operator and its agents and representatives shall, in performing their duties under this Agreement, comply with all applicable laws, rules and regulations.

# ARTICLE 2 CITY'S RESPONSIBILITIES

- 1. <u>Duties of City</u>. The City shall, to the extent reasonable, do the following:
  - A. Make available copies of pertinent existing records, historical records, drawings or similar data as necessary for the Operator's provision of services.
  - B. Provide access to the Vessel and ferry landings as reasonably required for the Operator's provision of services.
  - C. Meet with the Operator as reasonably necessary to provide general guidance or direction.

# ARTICLE 3 COMPENSATION AND PAYMENT

- 1. <u>Compensation</u>. Operator shall pay the City the sum of \$3,000 in the first year of this Agreement and, thereafter, such sum shall be increased annually at the rate of 7%.
- 2. <u>Billing and Payment</u>. The payments to the City set forth herein shall be made annually to the City and payable no later than September 30.

3. <u>Liens.</u> Neither the Operator nor any of its agents, consultants or subcontractors shall place any lien upon any City property or any of its buildings, improvements, fixtures or appurtenances, or any other City property.

# ARTICLE 4 TERM AND TERMINATION

- 1. <u>Term.</u> Unless earlier terminated in accordance with the terms hereof, this Agreement shall initially be for a term of five years. The Agreement shall thereafter automatically renew for an additional single five-year term unless, not less than 180 days prior to that renewal, either party shall notify the other in writing of its intent not to renew, which determination shall be at the party's sole discretion.
- 2. <u>Termination</u>. This Agreement may be terminated prior to the date(s) set forth above under any of the following circumstances:
- A. This Agreement may be terminated by either party, in its sole discretion, upon 120 days' written notice.
- B. In the event either party shall give written notice to the other that the other party has substantially defaulted in the performance of any obligation under this Agreement and such default shall not have been cured within fifteen (15) days following the giving of such notice, this Agreement shall terminate on any future date specified in such notice.
- C. In the event of the Operator's failure to maintain its qualifications as provided in this Agreement and following reasonable written notice by the City, the Agreement shall automatically terminate.
- D. If the Operator dissolves or if two or more principals leave the Operator and the City in its sole opinion believes the Operator is incapable of completing the terms of this Agreement, the City may terminate this Agreement upon fifteen (15) days written notice to the Operator.
- E. If the Operator files for protection from its creditors or for dissolution in any bankruptcy court or if any such action is filed against it by any creditor resulting in a bankruptcy court having jurisdiction over it, this Agreement shall automatically terminate.
- 3. <u>Effects of Termination</u>. Upon termination of this Agreement neither party shall have any further obligations except for (i) obligations occurring prior to the date of termination, and (ii) obligations, promises or covenants made in this Agreement which are expressly made to extend beyond the terms of this Agreement. Upon receiving notice of termination not requested by or agreed to by the Operator, the Operator shall immediately discontinue all services (unless the notice directs otherwise) and deliver all City property to the City including, without limitation, the Vessel.

# ARTICLE 5

### **MISCELLANEOUS**

- 1. <u>Notices</u>. Any notice or other communication required or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, to the addresses first written above, or delivered to the contact persons for either party.
- 2. <u>Governing Law and Remedies</u>. This Agreement is being executed and delivered and is intended to be performed in the State of Michigan and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, law of the State of Michigan.
- 3. <u>Waiver of Breach</u>. Neither party's waiver of a breach of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or another provision.
- 4. <u>Enforcement</u>. If either party takes legal action to enforce this Agreement, the prevailing party shall be entitled to recover its actual, reasonable costs of such action, including, without limitation, actual, reasonable attorneys' fees, to the extent not otherwise prohibited by law.
- 5. <u>Entire Agreement</u>. This Agreement supersedes all previous or contemporaneous Agreements between the parties relating to its subject matter. No other oral statements or prior or contemporaneous written material not specifically incorporated in this Agreement shall have any effect and no changes or additions to this Agreement shall be effective unless made in writing and signed by the parties. In entering into this Agreement, the parties are relying solely upon the representations and agreements in this Agreement and no others.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

By: Mordica Nagel Clerk

SAUGATUCK CHAIN FERRY, LLC

By: Member

Its: Member

# EXHIBIT A INSURANCE REQUIREMENTS

The Operator shall purchase and maintain, at its sole expense and as long as it is providing services to the City, the following minimum standard insurance coverage unless otherwise specified in the contract:

a. <u>Commercial General Liability</u> – Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to name the City as an additional insured for work performed by the Operator in accordance with the Agreement.

### Minimum Limits:

- > \$1,000,000 per occurrence/\$2,000,000 general aggregate
- > \$2,000,000 aggregate for products and completed operations
- > \$1,000,000 personal injury
- b. <u>Motor Vehicle Liability</u> Including Michigan No-Fault coverage, covering owned, non-owned, and hired vehicles.

### Minimum Limits:

- ➤ No-fault coverage statutory
- > \$1,000,000 per occurrence combined single limit for bodily injury and property damage
- c. <u>Workers' Compensation and Employer's Liability</u> Statutory coverage or proof acceptable to the City of approval as a self-insurer by the State of Michigan.

The Operator shall provide proof of Workers' Compensation Insurance in compliance with the required statutory limits.

Said policies of insurance shall be with companies licensed and or approved to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of A- or better from A.M. Best Company. Certificates of insurance with a thirty (30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under the Agreement. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the City.

The City reserves the right to request a complete certified copy of the insurance policies for the above coverages.



## City Council Agenda Item Report

**FROM:** Kate White

**MEETING DATE:** January 24, 2022

**SUBJECT:** Pop-Up Patios (PUP) – Recommendations- 1<sup>st</sup> review

### **DESCRIPTION:**

To follow up on the policy options presented to City Council during two Pop-Up Patio (PUP) Special Meetings in December, city staff has assembled recommendations to improve the Pop-Up Patio permit policy. Council and community comments supported policy option two, in which the permit policy remains but with changes. Given the uncertainty of the COVID-19 Pandemic and the evolution of new contagious variants, maintaining the policy will assist businesses through the next year. Regardless of Pandemic status, the City may consider maintaining a PUP policy in future years.

Below is the list of recommended changes from city staff for Council to evaluate and vote on:

- Add fee to permit. Staff recommends a charge of \$200 per parking space consumed per month.
- Change the maximum allowable dimensions of the patio space from 8ft by 60ft to 8ft by 40ft. If the
  outdoor dining patio is located on an angled parking street, the patio may extend 15ft from the face of the
  curb, instead of 8ft.
- Prohibit carpeting or ground coverings of any kind in patio spaces. Storm drain must NOT be covered.
- Electrical lighting and traffic reflectors are BOTH required in expanded outdoor dining spaces.
- Barrier structures must not be made of flexible materials. Examples of non-flexible materials include wood and plastic. Examples of flexible materials include rope and canvas.

### **BUDGET ACTION REQUIRED:**

N/A

### **COMMITTEE/COMMISSION REVIEW:**

N/A

### **LEGAL REVIEW:**

Fahey Schultz Burych Rhodes (FSBR) reviewed fee recommendation and approved the \$200 fee. Chris Patterson of FSBR recommended that the funds raised by the fee be directed towards both the City's public transit system and towards the administrative and regulatory costs associated with processing applications and monitoring/enforcing its regulations.

### **SAMPLE MOTION OPTIONS:**

Motion to **approve/deny** the added fee of \$200 per parking space per month to the Pop-Up Patio Permit. Motion to **approve/deny** the change from 8ft by 60ft for maximum dimensions of a patio space to 8ft by 40ft (or

15ft by 40ft if located on an angled parking street).

Motion to **approve/deny** the prohibition of ground coverings of any kind in patio spaces.

Motion to approve/deny the requirement of both electrical lighting and traffic reflectors in patio spaces.

Motion to approve/deny the restriction of barrier materials to non-flexible materials only.



### POP-UP PATIO RECOMMENDATION

Of the policy options presented to Council, comments and support were directed towards policy option two, in which the expanded outdoor dining will continue but with changes. Given the uncertainty of the COVID-19 Pandemic and the rise of new variants, maintaining expanded outdoor dining will help customers and visitors feel more comfortable dining and shopping with added outdoor dining facilities.

City staff has multiple recommendations to adjust the pop-up patio permit policy. Below is a list of changes for Council to consider:

- Add fee-in-lieu of parking to permit. City staff recommends a charge of \$200 per parking space per month.
- Lower the maximum allowable dimensions of the patio space from 8 ft by 60 ft to 8 ft by 40 ft. If the outdoor dining patio is located on an angled parking street, the patio may extend 15 ft from the face of curb, instead of 8 ft.
- Prohibit carpeting of any kind. Storm drains must NOT be covered.
- Electrical lighting and traffic reflectors are BOTH required in expanded outdoor dining spaces.
- Barrier structures must not be made of flexible materials. Examples of non-flexible materials include wood and plastic. Examples of flexible materials include rope and canvas.

In order to address concerns voiced by business owners, residents, and Council members, city staff is recommending that a fee be placed on the use of on-street, public parking spaces to direct funding towards public transit (Interurban Bus Service). Additional funding towards public transit could help mitigate the loss of downtown parking for visitors by increasing the frequency of routes for public transit. The purpose of the funds would be to reduce the need of parking in the downtown area and encourage people to use other modes of transportation. A portion of the fee would be directed towards the City's administrative and regulatory costs associated with the processing of applications and monitoring/enforcing of regulations on these expanded outdoor dining areas.

### **Examples for Fees:**

• Grand Rapids, MI (pop. 198,401) - \$48-154 monthly parking permit for the downtown area (Grand Rapids, n.d.)

- San Clemente, CA (pop. 64,878) \$200 per parking space, billed monthly (<a href="https://www.ocregister.com/2021/06/12/san-clemente-keeps-public-space-as-an-outdoors-option-for-restaurants-but-adds-a-fee/">https://www.ocregister.com/2021/06/12/san-clemente-keeps-public-space-as-an-outdoors-option-for-restaurants-but-adds-a-fee/</a>)
- Coconut Grove Miami, FL (pop. 20,076) Options for developers to satisfy the community's minimum parking requirements: (1) provide off-street parking, (2) contract spaces, and (3) pay fee in-lieu of parking, which is \$50 per space per month. Funds directed towards parking and transit (U.S. Environmental Protection Agency, 2006)
- Santa Monica, CA (pop. 91,577) Originally, in Third Street Promenade district, fee inlieu of parking of \$1.50 a year per square foot. Funds were directed towards building parking garages (Nelson & Nygaard, 2012). As of 2017, Santa Monica increased to \$20,000 per space (Santa Monica, California, Municipal Code art. 9, § 9.28.190 (2017)).
- Oak Bluffs, MA (pop. 4,678) Fee in-lieu of parking range from \$50 to \$100 per space each year. \$100 per space for developments that require 1-5 off-street parking spaces, \$75 per space for each additional space (6-15), and \$50 per space each additional space after 15 required parking spaces (Town of Oak Bluffs, n.d.).
- Northampton, MA (pop. 28,516) Fee in-lieu of parking for their Central Business District; one-time fee of \$2000 per space. Funds are directed towards parking improvements, additions, or alternative solutions to reduce parking need (Metropolitan Area Planning Council, 2010).

Grand Rapids, MI. (n.d.). Request a monthly parking permit and placement on waiting list. Retrieved from <a href="https://www.grandrapidsmi.gov/Government/Departments/Mobile-GR/Request-a-Monthly-Parking-Permit-and-Placement-on-Waiting-List">https://www.grandrapidsmi.gov/Government/Departments/Mobile-GR/Request-a-Monthly-Parking-Permit-and-Placement-on-Waiting-List</a>

Metropolitan Area Planning Council. (Nov. 2010). Fees-in-lieu of parking spaces. Retrieved from <a href="https://www.mapc.org/resource-library/fees-in-lieu-of-parking-spaces/">https://www.mapc.org/resource-library/fees-in-lieu-of-parking-spaces/</a>

Nelson & Nygaard. (Aug. 2012). Downtown parking in-lieu fee: Draft report. Retrieved from <a href="https://www.smgov.net/departments/council/agendas/2012/20120911/s2012091104-A-1.pdf">https://www.smgov.net/departments/council/agendas/2012/20120911/s2012091104-A-1.pdf</a>

Town of Oak Bluffs, MA. (n.d.). Parking Mitigation. Retrieved from <a href="https://www.oakbluffsma.gov/183/Smart-Parking">https://www.oakbluffsma.gov/183/Smart-Parking</a>

U.S. Environmental Protection Agency. (Jan. 2006). Parking spaces / community places: Finding the balance through smart growth solutions. Retrieved from <a href="https://www.epa.gov/sites/default/files/2014-06/documents/epaparkingspaces06.pdf">https://www.epa.gov/sites/default/files/2014-06/documents/epaparkingspaces06.pdf</a>



### **SUMMARY OF COUNCIL COMMENTS FROM 1.19.22**

Below is a summary of the comments made at the Council Workshop on January 19, 2022.

- Council understood that the adoption of a new policy may take a few meetings to work through. Expect firm and final policy recommendation by the last February Council regular meeting.
- PUP's should be referred to as "expanded outdoor dining areas" or EODAs and will continue to exclude retail businesses.
- Council members raised questions about whether the payment for EODAs would be for the entire season (April 1<sup>st</sup> to November 30<sup>th</sup>) or whether permit holders could pay for part of the season (e.g. June 1<sup>st</sup> to September 30<sup>th</sup>). Members also noted the potential for a reduced fee for shoulder season months.
- No advertising banners/décor allowed on the expanded outdoor dining areas.
- No cinder blocks allowed in barrier materials.
- Council would like to include organic materials/plants into the design requirements for EODAs.
- No objection received for the \$200.00 per month per space consumed. Comments raised about charging \$10.00 per day for consumption of parking spaces as this is typically charged for local parking lots, however a discussion ensued regarding the turnover of those spots.
- Council would like additional information on sidewalk cafés and the blanket license for ROW retail sales.
- The PUP policy from 2021 required a Pop-up Map, which includes detailed seating layout, trash container, and sanitation station with exact measurements and indication/location of any manhole covers within the PUP site ("Premises"). As per the PUP application, we also require a description or photos of proposed barriers, tables, and chairs on Premises. Council would like to see more detailed sketches of the expanded outdoor dining areas going forward.

- O Recommendation Refine application language to include bird's eye view site map and street view sketch of expanded outdoor dining space.
- Council is leaning towards EODAs becoming a permanent policy and less dependent on the COVID-19 Pandemic.



Denied

102 Butler Street • P.O. Box 86 • Saugatuck, MI 49453

Phone: 269-857-2603 • Website: www.saugatuckcity.com

Date

Approved

## FOOD SERVICE POP-UP-PATIO (PuP) 2021, APRIL 1 - NOVEMBER 31

Fill out in its entirety & return to the planning and zoning office with required attachments. Applications will be reviewed by the applicant and the zoning administrator in the zoning office by appointment only.

Failure to provide all attachments may result in a delay of processing.

LEGAL BUSINESS NAME:	TELEPHONE:
MAILING ADDRESS:	
CONTACT NAME:	TELEPHONE:
E-MAIL ADDRESS:	CELL PHONE:
CONTACT INFORMATION OF THE PERSON RESPONSIBLE FOR THE	POP-UP-PATIO
CONTACT NAME:	TELEPHONE:
E-MAIL ADDRESS:	CELL PHONE:
POP-UP LOCATION:	HOURS:
WILL ALCOHOL BE SERVED: ☐ Yes ☐ No ☐ Provide Copy of Liquor Liability Insurance (listing	the City as additionally insured)
PARKING LOT CLOSURES: ☐ Yes ☐ No	
Parking Lot Location:	_
APPLICATION CHECK LIST	
☐ Completed Application	
☐ Current photo(s) of the front of your business that includes the	e curb strip and parking spaces

☐ Pop-up Map (includes detailed seating layout, trash container, and sanitation station with exac measurements and indication/location of any manhole covers within the PuP site ("Premises")
☐ Description or photos of proposed barriers, tables, and chairs on Premises
☐ Certificate of Insurance (listing the City of Saugatuck as additionally insured)
☐ Michigan Liquor Control Commission License (if applicable) ☐ Attached ☐ In process
☐ Health Department Food Service License (if applicable)
☐ Include a lighting plan with a statement that the PuP be lit 24 hours a day.  If document is missing, please explain:

The applicant or sponsoring organization understands and agrees, as a condition of its use of the Premises, to:

Provide a certificate of insurance with all coverages deemed necessary for the pop-up, name the City of Saugatuck as an additional insured on all applicable policies and submit the certificate with this application.

Comply with all City and County Ordinances and applicable State laws, COVID limitations, and City policies and acknowledges that the pop-up license does not relieve the Applicant or organization from meeting any applicable requirements of law or other public bodies or agencies.

The patio furniture/barriers shall not extend more than 8 feet from the face of the curb, and not exceed 60 feet in length. Tents or enclosures are **not** allowed in the street under this license. All heating equipment must be approved by the Fire Department. The Applicant's use of the Premises is expressly limited to only that area designated on the approved Pop-up Map, a copy of which is attached.

PuP owners and operators shall allow access to the Premises to the City's DPW for any maintenance purpose including without limitation storm drain cleaning, line painting and marking utilities by the associated utility companies.

PuPs must be completely removed from the Premises when there is a forecast of plowable snowfall. The City will attempt to notify you of the forecast, but it is your responsibility to monitor the weather.

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

Applicant may not assign or sublicense any portion of the Premises to any other person or party for any purpose without the prior written consent of the City.



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

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 pop-up permit 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.

Applicant shall, at the end of the term of the license, remove any of the objects placed by Applicant on the Premises. In the event the Applicant elects not to remove the aforesaid objects, then ownership of the same shall be with the City, which may dispose of such structures or equipment as it, in its sole discretion, deems fit and without any payment to Licensee.

Applicant shall, at all times, keep the Premises free of debris and in a neat, clean, safe, reasonable and orderly condition, and keep all objects and items located thereon in good and safe maintenance and repair.

The City shall have the right to terminate this license at any time upon two days' prior written notice to the Applicant for any reason, including but not limited to, the City's need for parking infrastructure, utilities, or other City needs in its sole discretion.

The parties agree that the Applicant takes the Premises "as-is" and in its current condition. The City makes no representations, warranties, or promises regarding the Premises or the ability of the Applicant to use the Premises. Further, the Applicant acknowledges and agrees that use of the Premises by it is deemed permissive and Applicant agrees not to claim any right or assert any cause of action regarding adverse possession, prescriptive easement, acquiescence, or similar legal theory against the City or with regard to the Premises. The Applicant acknowledges that its rights hereunder are secondary to the rights of the City.

Property taxes, including personal property taxes shall be paid in full before a license will be issued.

Applicant agrees that it (as well as its contractors, subcontractors, employees, customers and invitees) shall comply with any and all applicable ordinances, codes, laws, and regulations regarding the Premises and any use thereof. Applicant shall not create or permit any nuisance to occur on the Premises.

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

Applicant Signature	Date	

ITEM:



## City Council Agenda Item Report

FROM: Kate White

**MEETING DATE:** January 24, 2022

**SUBJECT:** Verizon Small Cell Wireless Facilities – Location Approval for 561 Francis St &

253 Spear St

### **DESCRIPTION:**

Proposed locations for two new small cell facilities are in the right-of-way at 561 Francis Street and 253 Spear Street. Cellco Partnership began the permit process for placing small cell equipment within the City of Saugatuck a few months ago and have completed all requirements for the permit process, as ordained under City of Saugatuck Code of Ordinances, Title XI, Chapter 116, Section 03. The final step in the process is to receive Council approval for the locations of the small cell wireless facilities.

The small cell equipment is to be placed on existing utility poles. The wireless provider for these small cell wireless facilities is Verizon. The addition of these small cells will add network capacity within these areas of the city and can help relieve traffic congestion on the network and macro cell during high-traffic times.

### **BUDGET ACTION REQUIRED:**

N/A

### **COMMITTEE/COMMISSION REVIEW:**

N/A

### **LEGAL REVIEW:**

N/A

### **SAMPLE MOTION:**

Motion to **approve/deny** the location of the proposed small cell wireless facilities in the public right-of-way at 561 Francis St and 253 Spear St on existing utility poles.

# SMALL CELL PERMIT APPLICATION City of Saugatuck Michigan

*** This area to be completed by City staff ***
APPLICATION NUMBER
SMALL CELL APPLICATION FEE
APPLICANT
Carrier Verizon Wireless
Agent Name Fred Low
Company or Agency Chaille Tower Consultants
Mailing Address 28602 County Road 50
City /Town Nappanee State IN Zip Code 46550
Telephone Number (317) 538-9856
E-mailfredlow@chailletowerconsultants.com
Secondary Contact (Required) Wende Chaille
Telephone Number (574) 261-2581 E-mail wkchaille@chailletowerconsultants.com
The undersigned acknowledges that additional Saugatuck City land use and/or telecommunication review requirements may be identified during the review of this small cell telecommunication permit application and the fulfillment of such requirements is the responsibility of the applicant, and hereby attest to the best of my knowledge and belief, that the information stated in this application and in all supporting plans and documents is true.
Signature of Applicant or Agent Date6/15/2021
LOCATION OF PROPOSED USE Address (or closest address) _ 561 Francis St.
Place Name (if any)VzW 16824
Tax Map ID. Number(s) or closest tax map ID. 57-009-019-00
Facility latitude/longitude (Decimal Degrees): 42.659343, -86.198699
Is the existing structure privately owned? If ves. indicate owner: Consumers Energy

PROPERTY OW	NER(S) OF R	ECORD					
Owner City of S	Saugatuck right of	way					_
Street Address _	102 Butler St						_
City/Town Saug	gatuck	State	<u>MI</u> Zi	p Code 4945	3		
NEW OR MODI Provide a separa					is applica	ation	
Mod# or name	Type panel, dish, omni	QTY	Height	Width / diameter	Depth	Cubic Feet	RAD Center
Antenna	Small Cell Antenna	1	16"	24.6"	N/A	4.4ft³	40'
NEW OR MOD	IFIED EQUIPN	IENT					
Mod# or name	Cabinet shelter or telco	QTY	Height	Width / diameter	Depth	Cubic Feet	RAD Center
Radio	Telco	1	7.9"	7.9"	4"	0.1445ft <sup>3</sup>	N/A
Radio	Telco	1	15"	13.2"	9.3"	1.0656ft <sup>3</sup>	N/A
CFIT Box	Telco	1	5.5"	15"	5.5"	0.5729ft <sup>3</sup>	N/A
Rectifier	Telco	1	17"	9.5"	4.4"	0.4112ft³	N/A
NEW STRUCTURE							
Type	Heig		Overa	all Height w/an	tenna	Width / dian	neter
N/A N/A N/A							
Is the small cell Yes No X Is the small cell					•	rict?	
Yes X No							

## **NODE #16824**

# **561 FRANCIS STREET (ESTIMATED) CITY OF SAUGATUCK, MICHIGAN 49453**

(FINAL ADDRESS TO BE ISSUED BY MUNICIPALITY)

## THE PROJECT CONSISTS OF THE INSTALLATION AND OPERATION OF PROPOSED ANTENNAS, SMALL CELL EQUIPMENT AND ASSOCIATED UTILITIES ON A PROPOSED VERIZON WRELESS UTILITY POLE LOCATED WITHIN THE PUBLIC RIGHT—OF—WAY. PROJECT DESCRIPTION

### SITE COORDINATES:

LATITUDE: 42° 39' 33.6" N 42.659343° LONGITUDE: 86° 11' 55.3" W

GROUND ELEVATION: 636.0

POLE LOCATION LAND OWNERSHIP: PUBLIC R.O.W.

### **PROJECT SUMMARY**

### SURVEYOR:

MIDWESTERN CONSULTING, L.L.C. 3815 PLAZA DRIVE ANN ARBOR, MICHIGAN 48108 PATRICK L. HASTINGS, P.S. (734) 995-0200 FAX:(734) 995-0599

MIDWESTERN CONSULTING, L.L.C. 3815 PLAZA DRIVE ANN ARBOR, MICHIGAN 48108 SCOTT G. FISHER, P.E. (734) 995–0200 FAX: (734) 995–0599

### SITE ACQUISITION CONSULTANT:

CHAILLE TOWER CONSULTANTS, LLC 216 BARTON AVENUE TERRE HAUTE, INDIANA 47803 BEN LOW BEN LOW (317) 417-8630

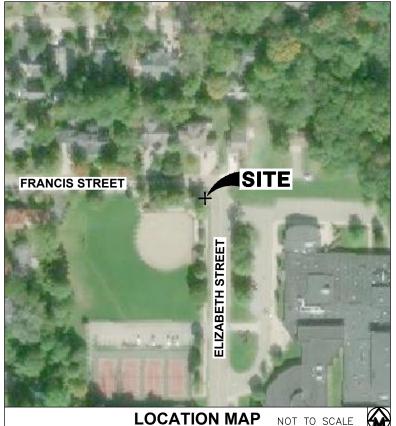
### **PROJECT TEAM**

STRUCTURAL ANALYSIS FOR THE UTILITY POLE, IF REQUIRED, IS TO BE PERFORMED BY OTHERS AND SHALL BE SUBMITTED SEPARATELY FROM THESE PLANS

### STRUCTURAL REVIEW

## PROPOSED SMALL CELL EQUIPMENT ON **EXISTING CONSUMERS ENERGY POLE**





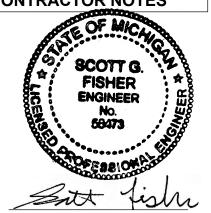
SHEET	DESCRIPTION		REV.	DATE
T1	TITLE SHEET		-	_
<b>T2</b>	GENERAL NOTES		-	
C1	SITE PLAN		-	
C2	ANTENNA LAYOUT AND POLE ELEVA	TION	-	_
C3	ANTENNA MOUNTING DETAILS		-	
C4	ANTENNA DETAILS		-	_
C5	EQUIPMENT DETAILS -			_
C6	EQUIPMENT DETAILS -			_
E1	UTILITY PLAN		-	
E2	2 ELECTRICAL DETAILS			_
E3	SINGLE LINE DIAGRAM			_
5	SHEET INDEX	ISSUED FOR: PERMIT	DATE: 04/12/	

### **DO NOT SCALE DRAWINGS**

DRAWING SCALES SHOWN ARE INTENDED FOR 11"x17" DRAWINGS ONLY. ANY OTHER SIZE DRAWING WILL NOT SHOW A CORRECT SCALE.

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE CIVIL ENGINEERS IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

### **GENERAL CONTRACTOR NOTES**





SCOTT G. FISHER P.F. #58473 MIDWESTERN CONSULTING, L.L.C

TITLE SHEET

- THESE NOTES SHALL BE CONSIDERED A PART OF THE WRITTEN SPECIFICATIONS.
- THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED IN THE CONTRACT DOCUMENTS.
- PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTOR(S) SHALL VISIT THE JOB SITE(S) AND BE RESPONSIBLE FOR ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED PER THE CONTRACT DOCUMENTS. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE IMPLEMENTATION ENGINEER AND ARCHITECT/ENGINEER.
- THE CONTRACTOR SHALL RECEIVE WRITTEN AUTHORIZATION TO PROCEED ON ANY WORK NOT CLEARLY DEFINED OR IDENTIFIED IN THE CONSTRUCTION DOCUMENTS BEFORE STARTING ANY WORK.
- ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES. REGULATIONS AND ORDINANCES INCLUDING APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS.
- THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH THE MANUFACTURER RECOMMENDATIONS. IF THESE RECOMMENDATIONS ARE IN CONFLICT WITH THE CONTRACT DOCUMENTS AND/OR APPLICABLE CODES OR REGULATIONS, REVIEW THE CONFLICT FOR DIRECTION WITH THE IMPLEMENTATION ENGINEER AND ARCHITECT/ENGINEER PRIOR TO PROCEEDING.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES AND FOR COORDINATION OF ALL PORTIONS OF THE WORK UNDER THE CONTRACT INCLUDING CONTACT AND COORDINATION WITH THE IMPLEMENTATION TEAM AND WITH THE AUTHORIZED REPRESENTATIVE OF ANY OUTSIDE POLE OR PROPERTY OWNER. (BASE COMMANDER OR AUTHORIZED AGENT).
- THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, PAVING, CURBS, VEGETATION, GALVANIZED SURFACE OR OTHER EXISTING ELEMENTS AND UPON COMPLETION OF THE WORK, REPAIR ANY DAMAGE THAT OCCURRED DURING CONSTRUCTION TO THE SATISFACTION OF EXTENT.
- KEEP THE GENERAL AREA CLEAN, HAZARD FREE AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. LEAVE PREMISES IN CLEAN CONDITION DAILY.
- 10. PLANS ARE INTENDED TO BE DIAGRAMMATIC ONLY AND SHOULD NOT BE SCALED UNLESS OTHERWISE NOTED. RELY ONLY ON ANNOTATED DIMENSIONS AND REQUEST INFORMATION IF ADDITIONAL DIMENSIONS ARE REQUIRED.
- THE EXISTENCE AND LOCATION OF UTILITIES AND OTHER AGENCY'S FACILITIES ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS, OTHER FACILITIES MAY EXIST BEYOND WHAT IS NOTED, CONTRACTOR SHALL VERIFY LOCATIONS PRIOR TO START OF CONSTRUCTION AND USE EXTREME CARE AND PROTECTIVE MEASURES TO PREVENT DAMAGE TO THESE FACILITIES. CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF UTILITIES OR OTHER AGENCY'S FACILITIES WITHIN THE LIMITS OF THE WORK, WHETHER THEY ARE IDENTIFIED IN THE CONTRACT DOCUMENTS OR NOT.
- 12. ALL MOUNTING HARDWARE SUCH AS BOLTS, NUTS, LAG SCREWS, CLEVIS, CONDUIT STRAPS, STAPLES, (ANYTHING EXPOSED AND CONNECTING EQUIPMENT TO THE POLE SHALL BE HOT DIPPED GALVANIZED, UNLESS OTHERWISE STATED)

### **DEFINITIONS:**

- 1. "TYPICAL" OR "TYP." MEANS THAT THIS ITEM IS VIRTUALLY IDENTICAL ACROSS SIMILAR CONDITIONS. "TYP." SHALL BE UNDERSTOOD TO MEAN "TYPICAL WHERE OCCURS" AND SHALL NOT BE CONSIDERED AS WITHOUT EXCEPTION OR CONSIDERATION OF SPECIFIC CONDITIONS.
- "SIMILAR" MEANS COMPARABLE TO CHARACTERISTICS FOR CONDITION NOTED. VERIFY DIMENSIONS AND ORIENTATION ON PLAN.
- "AS REQUIRED" MEANS AS REQUIRED BY REGULATORY REQUIREMENTS BY REFERENCED STANDARDS, BY EXISTING CONDITIONS, BY GENERALLY ACCEPTED CONSTRUCTION PRACTICE OR BY THE CONTRACT DOCUMENTS.
- "ALIGN" MEANS ACCURATELY LOCATE FINISH FACES OF MATERIALS IN THE SAME PLANE.
- 5. TERM "VERIFY" OR "V.I.F" SHALL BE UNDERSTOOD TO MEAN VERIFY IN FIELD WITH ARCHITECT AND REQUIRES THAT THE CONTRACTOR CONFIRM INTENTION REGARDING NOTED CONDITION AND PROCEED ONLY AFTER RECEIVING DIRECTION.
- 6. WHERE THE WORDS "OR EQUAL" OR WORDS OF SIMILAR INTENT FOLLOW A MATERIAL SPECIFICATION, THEY SHALL BE UNDERSTOOD TO REQUIRE SIGNED APPROVAL OF ANY DEVIATION TO SAID SPECIFICATION PRIOR TO CONTRACTOR'S ORDERING OR INSTALLATION OF SUCH PROPOSED EQUAL PRODUCT.
- 7. FURNISH: SUPPLY ONLY, OTHERS TO INSTALL: INSTALL: INSTALL ITEMS FURNISHED BY OTHERS. PROVIDE: FURNISH AND

### PROJECT SPECIFIC NOTES:

- THIS SET IS PROVIDED TO ILLUSTRATE THE EXPECTED SCOPE OF DRAWINGS, QUALITY OF DRAWINGS AND EXTENT GRAPHIC STANDARDS. NOTES ARE FOR A&E CONTRACTOR REFERENCE TO HELP CLARIFY THE SCOPE. ADDITIONAL DRAWINGS MAY BE REQUIRED TO MEET THE REQUIREMENTS OF A GIVEN BASE, ALL EXAMPLES SHOWN ARE FOR REFERENCE ONLY AND ANY NOTES, DETAILS, CALCULATIONS OR OTHER WORK NEEDS TO BE COMPLETED OR CONFIRMED BY THE CONTRACTOR GENERATING THE DRAWINGS IN CONSTRUCTION DOCUMENTS.
- THIS SET IS TO BE PRINTED AT 11" x 17". IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM THIS SIZE IS ACCEPTABLE BY THE BASE AND TO PROVIDE A LARGER STANDARD SIZE IF REQUIRED.
- IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO CONFIRM ALL WORK SHOWN IS IN COMPLIANCE WITH BASE AND FEDERAL CODES. DRAWINGS SHOWN WITHIN THIS SET ARE SAMPLES AND MAY NOT REFLECT ALL OF THE REQUIRED ELEMENTS, CLEARANCES OR OTHER ITEMS OF ASSEMBLIES NEEDED TO BE CODE COMPLIANT IN THE PARTICULAR MUNICIPALITY THE NODE IS LOCATED WITHIN.

### **GROUND CONSTRUCTION NOTES:**

- 1. 120/240V POWER REQUIRED FOR 3-WIRE SERVICE.
- 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH FEDERAL STANDARDS AND REGULATIONS AS WELL AS NEC.
- 3. CALL MICHIGAN ONE CALL 72 HOURS PRIOR TO EXCAVATING AT (800) 482-7171.
- 4. ALL LANDSCAPING TO BE RESTORED TO ORIGINAL CONDITION OR BETTER.
- 5. ALL EQUIPMENT TO BE BONDED.
- 6. METERING CABINET (IF INSTALLED) REQUIRES 3' CLEARANCE AT DOOR OPENING.

### **STANDARD GROUNDING NOTES:**

- 1. GROUND TESTED AT 25 OHMS OR LESS.
- 2. 5/8" x 10' RODS, CAD WELD OR UL LISTED DIRECT BURY CLAMP BELOW GRADE.
- 3. #6 GROUND AND BOND WIRE, UNLESS OTHERWISE NOTED.
- 4. MOLDING, STAPLED EVERY 1' AND AT EACH END.
- 5. GROUND RODS 18" FROM POLE.
- 6. AT LEAST TWO GROUNDS TO BE INSTALLED WITH MAXIMUM SEPARATION BETWEEN GROUND RODS.

#### STANDARD CONDUIT NOTES:

- 1. FOR UNDERGROUND CONDUIT AND ABOVE GRADE RISERS USE SCHEDULE 40.
- 2. IF DIRECTIONAL BORING, PLACE SDR-11 GRAY CONDUIT PER TABLE ON SHEET E1 FOR UNDERGROUND POWER APPLICATIONS.
- 3. IF TRENCHING, PLACE SCH 40 CONDUIT PER TABLE ON SHEET E1 FOR UNDERGROUND POWER APPLICATIONS.
- 4. RISERS TO BE ATTACHED TO POLE WITH STANDARD STRAPS AND LAG SCREWS.
- 5. RISER STRAPS TO BE INSTALLED EVERY 5'.
- 6. CONDUIT UNDER 1" MAY BE ATTACHED WITH GROUND WIRE MOLDING STAPLES.
- 7. ALL CONDUIT WILL BE PROOFED WITH A MANDREL AND EQUIPPED WITH PULL ROPE OR MULE TAPE.

### **UTILITY POLE CONSTRUCTION NOTES:**

- 1. NO BOLT THREADS TO PROTRUDE MORE THAN 1/2".
- 2. FILL ALL HOLES LEFT IN POLE FROM REARRANGÉMENT OF CLIMBERS.
- 3. ALL CLIMB STEPS NEXT TO CONDUIT SHALL HAVE EXTENDED STEPS.
- 4. CABLE NOT TO IMPEDE 15" CLEAR SPACE OFF POLE FACE.
- 5. 90' SHORT SWEEP UNDER ANTENNA ARM. ALL CABLES MUST ONLY TRANSITIONON ON THE INSIDE OR BOTTOM OF ARMS (NO CABLE ON TOP OF ARMS).
- 6. USE CABLE CLAMPS TO SECURE CABLE TO ARMS; PLACE 2" CARRIER ID TAGS ON BOTH SIDE OF ARMS.
- 7. USE 90° CONNECTOR AT CABLE CONNECTION TO ANTENNAS.
- 8. USE 1/2" CABLE ON ANTENNAS UNLESS OTHERWISE SPECIFIED.
- 9. FILL VOID AROUND CABLES AT CONDUIT OPENING WITH FOAM SEALANT TO PREVENT WATER INTRUSION.
- 10. ALL CONDUIT ENTERING THE VERIZON CABINET SHALL BE FILLED WITH DUCT SEAL TO PREVENT RODENT INFILTRATION.

#### **VERIZON WIRELESS CONSTRUCTION NOTES:**

- 1. CONTRACTOR IS TO FOLLOW THE MOST CURRENT VZW STANDARDS DOCUMENTS PROVIDED TO COMPLETE THIS INSTALLATION. 2. CONTRACTOR SHALL COMPLETE VZW PROVIDED "SMALL CELL SWEEP REPORT" WITH ALL INFORMATION FILLED IN ACCURATELY
- AND COMPLETELY WHEN APPLICABLE. 3. CONTRACTOR TO REFER TO THE MOST CURRENT VZW STANDARDS FOR APPROVED "PIM" TEST EQUIPMENT AND GUIDELINES
- WHEN APPLICABLE. 4. THE CONTRACTOR IS TO USE BATTERY POWERED "PIM" EQUIPMENT TO VALIDATE THE FINAL LOCATION OF THE COAXIAL
- JUMPER AND ANTENNA ARE FREE OF INTERNAL AND EXTERNAL "PIM" SOURCES WHEN APPLICABLE.
- 5. CONTRACTOR SHALL PROVIDE AT LEAST ONE TECHNICAL LEAD THAT IS CERTIFIED AND PROFICIENT IN EXECUTING, INTERPRETING AND RECORDING "PIM" MEASUREMENTS WHEN APPLICABLE.

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OF SAUGATUCK, COUNTY, MICHIGAN

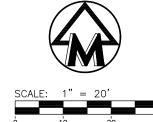
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> **GENERAL** NOTES

SHFFT 2 OF 11

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EX. CONC.



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LEGEND	
-o- U.P.	EXIST. UTILITY POLE
- <b>%</b> − U.P.	EXIST. UTILITY POLE W/ TRANS.
o– GP	EXIST. GUY POLE
	GUY WIRE
$\bowtie$	ELEC. TRANSFORMER
OH	EXIST. OVERHEAD UTILITY LINE
*	EXIST. LIGHT POLE
t	EXIST. TELEPHONE LINE
——е—	EXIST. ELECTRIC LINE
g	EXIST. GAS LINE
f.o	EXIST. FIBER OPTIC LINE
	EXIST. WATER MAIN
<b>⊹</b>	EXIST. HYDRANT
—— —— —	EXIST. GATE VALVE IN BOX
<b>——⊗—</b> —	EXIST. GATE VALVE IN WELL
rO	EXIST. STORM SEWER
	EXIST. CATCH BASIN OR INLET
	EXIST. BEEHIVE INLET
s-o	EXIST. SANITARY SEWER

### **NOTES**

- THIS DRAWING IS BASED ON SITE SURVEY PERFORMED ON
   11/04/19 AND SUPPLIED UTILITY MAPS. CONTRACTOR SHALL FIELD
   VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF
- 2. THE PROPOSED USE DOES NOT REQUIRE FULL OR PART TIME EMPLOYEES AT THE SITE.
- 3. FOR GENERAL SITE WORK NOTES, SEE SHEET T2.
- 4. ALL NORTH ARROWS ON SITE PLANS ARE TRUE NORTH, UNLESS

5. RIGHT-OF-WAY LINES SHOWN ARE BASED ON RECORDED PLAT DATA AND FIELD MEASUREMENT.

Verizon NODE #16824

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CITY OF SAUGATUCK, ALLEGAN COUNTY, MICHIGAN

No. 13187-16824

SITE **PLAN** 

SHEET 3 OF 11



	<u> </u>			
KEY NO.:	EQUIPMENT TYPE:	EQUIPMENT MAKE:	EQUIPMENT MODEL:	DIMENSION:
1	ANTENNA	KATHREIN	84010603	16"x24.6"
2	ANTENNA MOUNT	ROSENBERGER	QW-3604	N/A
3	RADIO	ERICSSON	4408	7.9"x7.9"x4.0"
4	RADIO	ERICSSON	8843	15"x13.2"x9.3"
5	RECTIFIER	GE	CC1600SC55	17"x9.5"x4.4"
6	CFIT BOX	CHARLES INDUSTRIES	CFIT	5.5"x15"
7	DISCONNECT-METERBASE	MILBANK	U5168-XTL, 150 AMP	30"x14.1"x4.5"
8A	5" STANDOFF	N/A	N/A	5"x42"
8B	5" STANDOFF	N/A	N/A	5"x96"
9	SIGN (RF SIGNAGE)	N/A	N/A	6"×7.5"
10A	GROUND WIRE	TBD	#2 SOLID/TINNED	
10B	GROUND ROD	TBD	5/8" X 10' GROUND ROD	
11	POWER CONDUCTOR	TBD	#14 AWG	
12	FIBER	TBD	2" DIA.	
13	CONDUIT FROM DISCONNECT TO U-GUARD	TBD	2" DIA.	
14	U-GUARD FOR POWER & FIBER	TBD	2" DIA.	
15	LIGHT W/ MOUNT	TBD		

**NOTES** 

- PROPOSED MOUNT SHOWN AS PLACEHOLDER.
   ACTUAL MOUNT SUBJECT TO CHANGE PER POLE OWNER AND VERIZON FUTURE DISCUSSIONS.
- 2. INSTALL STRAIN RELIEF FOR POWER AND FIBER CABLES AT OR NEAR ANTENNAS.
- 3. CONTRACTOR SHALL RELOCATE PROPOSED U-GUARD LOCATION AS NECESSARY TO ACCOMMODATE THE LOCATIONS OF THE PROPOSED ANTENNAS.
- U-GUARD WILL STOP BELOW ANTENNAS AND SHOULD NOT INTERFERE WITH ANTENNA BANDING.
- 5. U-GUARD MUST BE RACEWAY CAPABLE.

Transmitting Antenna(s)
Radio frequency fields beyond this point MAY EXCEED the FCC Occupational exposure limit.

Obey all posted signs and site guidelines.
Call Verizon at 1-800-264-6620

Call Verizon at 1-800-264-6620 PRIOR to working beyond this point. Site ID/ PSLC:\_16824 (432782)

verizon<sup>v</sup>

7.5"x6" SIGN (TWO PER POLE)

**RF WARNING SIGN** 

NOT TO SCALE

CAUTION

DISCONNECT
ANTENNA
POWER
BEFORE
WORKING ON
POLE

(INSTALL ON BREAKER PANEL)

CAUTION ANTENNA SIGN
NOT TO SCALE

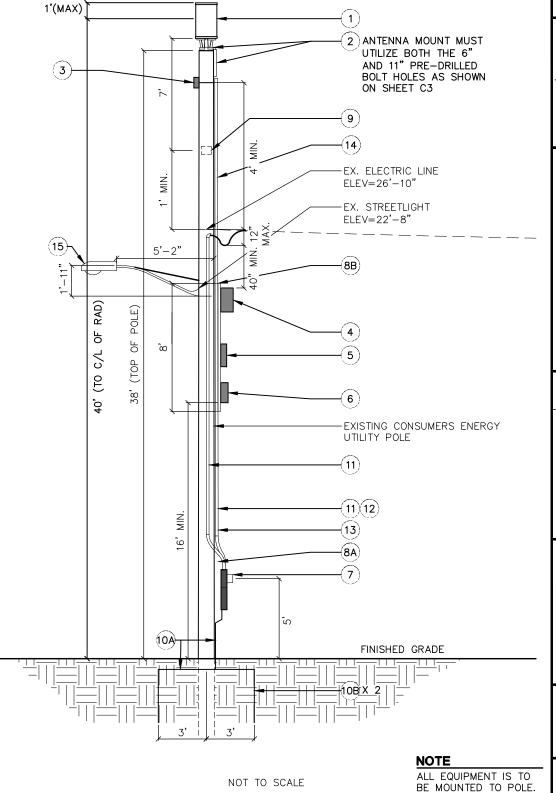


(INSTALL ON BREAKER PANEL)

IN CASE OF EMERGENCY SIGN

NOT TO SCALE

NOTE:
CONTRACTOR TO OBTAIN
LATEST RFDS FROM VERIZON
PRIOR TO CONSTRUCTION.



POLE ELEVATION

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3815 Plaza Drive
Ann Arbor, Michigan 4
(734) 955-0200
www.midiwestern.consult
Land Development + Land
Institutional • Munic
Witneless Communica

U S Z O O

S:SS AN HIGHWAY AN 48075

APPLICANT/LESSEE:
CELLCO PARTNERSHIP
do VERIZON WRELESS
24242 NORTHWESTERN HIGHWAY
SOUTHFIELD, MICHIGAN 48075
PHOME: (748) 915, 1700

verizon

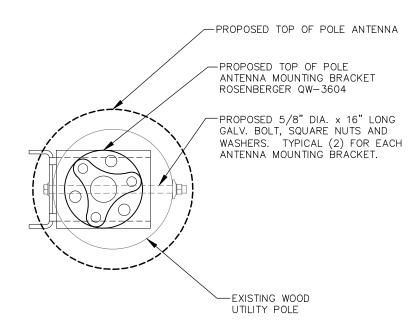
NODE #16824
CITY OF SAUGATUCK,
ALLEGAN COUNTY, MICHIGAN

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NO: CAW
NN: SOF
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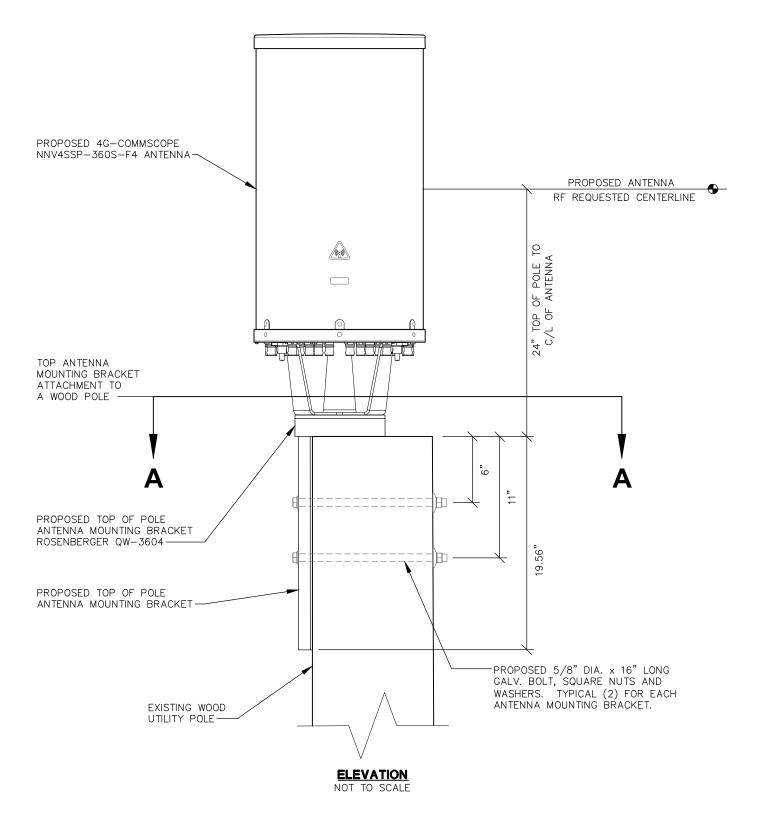
ANTENNA LAYOUT & POLE ELEVATION

C2

SHEET 4 OF 11



# SECTION A-A (TOP VIEW OF FINISHED ASSEMBLY) NOT TO SCALE



### NOTES

- 1. CONTRACTOR TO ENSURE ALL NESC CLEARANCE REQUIREMENTS ARE MET FROM THE BOTTOM OF THE ANTENNA.
- 2. ANTENNA AND BRACKET ASSEMBLY TO BE INSTALLED ON THE POLE WITH TWO (2) 5/8" THROUGH BOLTS. THE BOLTS WILL UTILIZE THE 6" AND 11" PRE-DRILLED BOLT HOLES.

ANTENNA MOUNTING — DETAILS

No. 13187-16824

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CITY OF SAUGATUCK, ALLEGAN COUNTY, MICHIGAN

Verizon NODE #16824

C3

SHEET 5 OF 11



18-port small cell antenna, 4x 698-896, 8x 1695-2690, 4x 3400-3800 and 2x 5150-5925 MHz, 360° Horizontal Beamwidth, fixed tilt.

## General Specifications

**Operating Frequency Band** 1695 – 2690 MHz | 3300 – 3800 MHz | 5150 – 5925 MHz | 698 – 894 MHz

**Antenna Type** Small Cell Multiband **Band** 

**Performance Note** Outdoor usage | Wind loading figures are validated by wind tunnel measurements described

in white paper WP-112534-EN

900 W @ 50 °C **Total Input Power, maximum** 

## Mechanical Specifications

**RF Connector Quantity, total** 18 **RF Connector Quantity, low band** RF Connector Quantity, high band 14

**RF Connector Interface** 4.3-10 Female

**Grounding Type** RF connector inner conductor and body grounded to reflector and mounting bracket

**Radiator Material** Low loss circuit board **Radome Material** ASA, UV stabilized **Reflector Material** Aluminum **RF Connector Location** Bottom

187.0 N @ 150 km/h | 42.0 lbf @ 150 km/h Wind Loading, maximum

Effective Projected Area (EPA), frontal 0.17 m<sup>2</sup> | 1.83 ft<sup>2</sup> Effective Projected Area (EPA), lateral 0.17 m<sup>2</sup> | 1.83 ft<sup>2</sup> Wind Speed, maximum 241 km/h | 150 mph

### **Dimensions**

Length 680.0 mm | 26.8 in **Outer Diameter** 370.0 mm | 14.6 in Net Weight, without mounting kit 17.2 kg | 37.9 lb

**ANTENNA DETAILS** 



### Technical specification for Radio 4408 FREQUENCY BANDS B38A, B40U, B41, B42, B43, B48, B77C Bands: HW CAPACITY Carrier capacity: Up to 6 LTE carriers, Up to 100MHz NR carrier bandwidth Up to 150MHz MIMO: Yes, 4T4R Output power: 4 x 5 W INTERFACE SPECIFICATIONS 4 x NEX10 (f) Antenna ports: 2 x 2.5/5/10 Gbps (exchangeable SFP modules) Optical indicators: External alarms: Field ground: Weight: 4 liters including mounting bracket and esthetic front cover HWD=200x200x102mm without protruding HWD=213.5x200x105mm with protruding Rail, wall and pole mount ELECTRICAL SPECIFICATIONS Power Supply: -48 VDC or 100 - 250 VAC ENVIRONMENTAL SPECIFICATIONS -40 °C to +55 °C (cold start at -40 °C) Normal operating temp.: Relative Humidity: 5 - 100% Environment: Outdoor class with IP65

### RADIO 8843 (DUAL BAND) B66A AND B2



Size and Weight					
Radio 8843 B66A, B2	Height	Width	Depth	Weight	
wo protruding items	15 In (380 mm)	13.2 In (335 mm)	9.3 ln (235 mm)	70 lbs	
w protruding items	18 In (455 mm)	13.2 In (335 mm)	9.4 In (240 mm)	( 31.7 Kg)	

### **Capacity and Specifications**

- > 4TX/4RX for 2 bands
- > 8 Antenna ports separate RF ports
- > Up to 320W RF power shared between 2 bands
  - 4x40W on each band or
  - 4x20W on Band 2 and 4x60W on Band 66A
  - 2x60W on Band 2 and 2x80W on Band 66A
- > Up to 24 carrier and up to 60+70 MHZ OBW for LTE
- > 2x 10Gbps CPRI

### Other Specifications

- > -48 VDC
- > Type 4.3-10 RF connectors
- > 2x20A fuse (2 power connectors, 3 wire)
- 2 external alarm
- > IP 65, -40 to +55 ℃
- > AISG TMA & RET support

Verizon NODE #16824

7	REVISIONS:	REV. DATE	
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13187-1682

**EQUIPMENT DETAILS** 

**C5** 

SHEET 7 OF 11

**RRH 4408** 

**RBH 8843** 





## **Electrical Specifications**

### Input Voltage & Output Power

**Response to ac** Operates according to figure, turning on input voltage at all V<sub>in</sub> above 95V<sub>ac</sub>. Output power

1200W < 132Vac  $1600W > 200V_{ac}$ 

Output power follows linear path between defined points.

Ac input current 12A @120Vac

9A @208Vac **Power Factor** 0.98@loads over 50%

THD < 5% @loads over 50% EN61000-3-2 Harmonics

45-66Hz Frequency

Output	
Vout	+42-58V <sub>dc</sub> range Default = 55.5 V <sub>dc</sub>
lout	22A out @ low input line
	29A out @ high input line
Regulation	± 0.5% w/controller, 2% over life load
	and temperature
Dynamic	20 to 80% load step settles to less that
response	1% in 5 ms
Rinnle	100 mV 2E0 mV

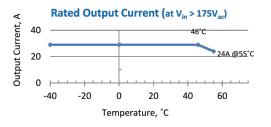
100 mV<sub>rms</sub>, 250 mV<sub>p-p</sub> Efficiency Start up Walk in Overload

Protection

Approaching 96% Start up is monotonic Current walk in over 8 to 10 seconds Shuts down with no damage when presented with a 15 milliohm short

Internally Fused

## **Output Power vs Input Voltage** ¥ 1550 € 1350 ਰੋ<sub>1150</sub> , 108 158 208 Input Voltage, V<sub>ac</sub>



## Environmental, Compliance & Physical

Operating Ambient Temperature Range	-40°C to +46°C (Output derates 2%/°C beginning at 46°C)
Cooling Method	Natural Convection
Operating Relative Humidity	0 - 95% (non-condensing) for use in a controlled environment
Electromagnetic Compatibility	FCC Part 15, EN 55032 (CISPR32), EN 55035, Level A, GR-1089
Lightning Surge	EN/IEC 61000-4-5 Level 4 (Error free), ANSI C62.41 Category B 100 kHz ring and 1.2/50μs combination waves (6kV damage free)
Agency Certifications*	ANSI/UL60950-1-2014, EN60950-1 2 <sup>nd</sup> ed+A1+A2, CAN/CSA C22.2 No. 60950-1- 07 +Am2: 2014, NEBS GR-1089, GR-63-CORE, CE, ROHS6/6, GR-3108 Class 4
Mean Time Between Failure (MTBF)	300k Hours @ 25°C per Telcordia SR-332, Method 1, Case 3
Height x Width x Depth, Weight, Packaged weight	17x9.5x4.4in (432x241x112mm), 20.75 lbs (9.4 kg), 25.75 lbs (11.68 kg)
Mounting	Pole, Wall, Pedestal, Shroud

## HYBRID-TO-THE-ANTENNA (HTTA) BOX



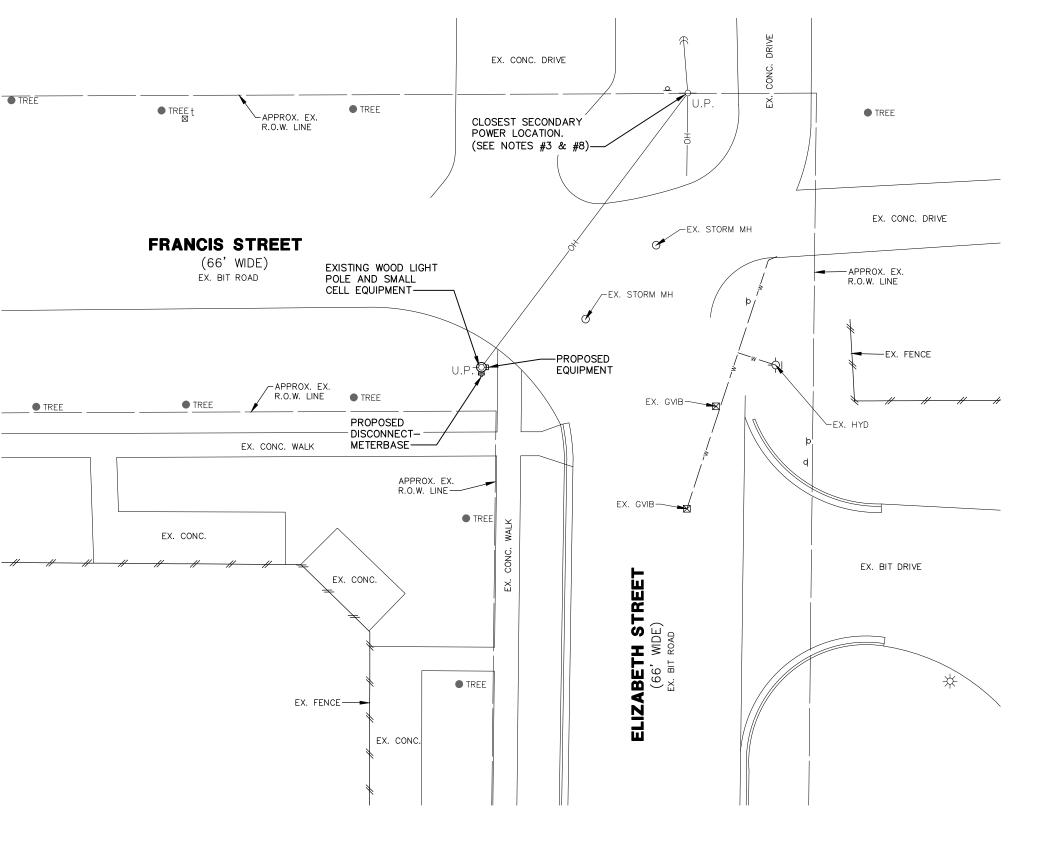
TECHNICAL	. SPECIFICATIONS
HEIGHT (PANEL ONLY)	15 in.
DEPTH, BASE (FRONT TO BACK)	5.5 in.
WIDTH	12 in.
WEIGHT	4 lbs.
CONSTRUCTION	RUGGED UL94-5VA GRAY POLYCARBONATE
SUPPORTED FIBER CONNECTOR TYPES	SC, LC or MPO
COMPLIANCE	DESIGNED TO MEET GR-950, GR2898, NEMA 4, IP66
SPLICING CAPACITY	UP TO THREE (3) 4"x6" HINGED SPLICE TRAYS ON FEED FIBER SIDE
BULKHEAD CAPACITY	24 SC ADAPTERS

CITY OF SAUGATUCK, ALLEGAN COUNTY, MICHIGAN Verizon NODE #16824

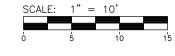
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**EQUIPMENT DETAILS** 

**C6** 







### **UTILITY NOTES**

- 1. PROVIDE AND INSTALL WARNING TAPE FOR ELECTRIC SERVICE CONDUIT 12" BELOW GRADE.
- 2. ALL CONDUIT UNDER ROADWAY SHALL BE MINIMUM SCHD 80 PVC AND ALL OTHER CONDUIT SHALL BE MINIMUM SCHD 40 PVC.
- 3. CONTRACTOR SHALL COORDINATE WITH ELECTRIC AND TELEPHONE AND FIBER OPTIC UTILITY COMPANIES FOR SERVICES. PROPOSED SERVICE ROUTES AND EXACT LOCATION SHALL BE COORDINATED WITH RESPECTIVE COMPANY. WORK IS TO BE PERFORMED BY OTHERS.
- 4. CONTRACTOR TO PAY ALL FEES FOR SERVICES REQUIRED.
- 5. CONTRACTOR TO BE ADVISED THAT EXISTING UNDERGROUND CONDUITS, GROUND CABLES AND OTHER UTILITIES EXIST IN PROJECT AREA. DIG WITH CAUTION.
- 6. CONTRACTOR TO VERIFY POWER AND TELCO LB LOCATIONS AND FLEX CONDUIT SIZE AND ROUTING TO THE EQUIPMENT CABINET WITH MANUFACTURER'S DRAWINGS.
- 7. INSTALL PULL STRING IN TELCO CONDUIT.
- 8. CONSUMERS ENERGY SHALL BE RESPONSIBLE FOR PROVIDING SECONDARY POWER AND CONNECTIONS TO VERIZON SMALL CELL EQUIPMENT AND UTILITY POLE.
- 9. STANDARD POWER SUPPLY FOR SMALL CELL NODES IS A 100 AMP, 120/240 VOLT, SINGLE PHASE SERVICE.

## LEGEND

LLGLIAD	
-0- U.P.	EXIST. UTILITY POLE
- <b>%</b> − U.P.	EXIST. UTILITY POLE W/ TRA
o- GP	EXIST. GUY POLE
₩	GUY WIRE
$\bowtie$	ELEC. TRANSFORMER
——— OH ———	EXIST. OVERHEAD UTILITY LIN
*	EXIST. LIGHT POLE
t	EXIST. TELEPHONE LINE
——е——	EXIST. ELECTRIC LINE
g	EXIST. GAS LINE
f.o	EXIST. FIBER OPTIC LINE
w	EXIST. WATER MAIN
- <b>↓</b>	EXIST. HYDRANT
<u> </u>	EXIST. GATE VALVE IN BOX
— ——— —	EXIST. GATE VALVE IN WELL
ro	EXIST. STORM SEWER
	EXIST. CATCH BASIN OR INLE
	EXIST. BEEHIVE INLET
— — s — o — —	EXIST. SANITARY SEWER

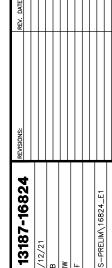




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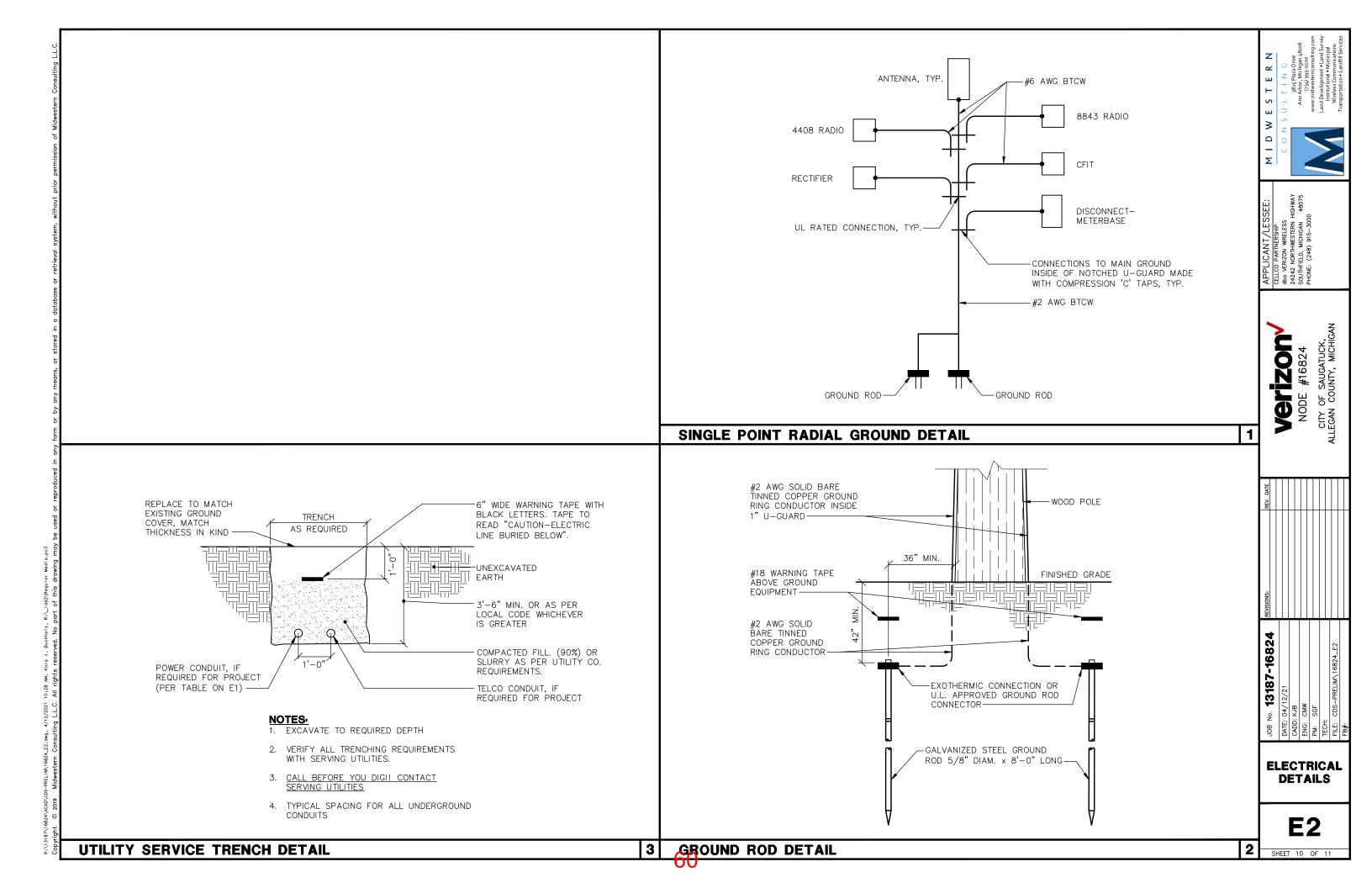
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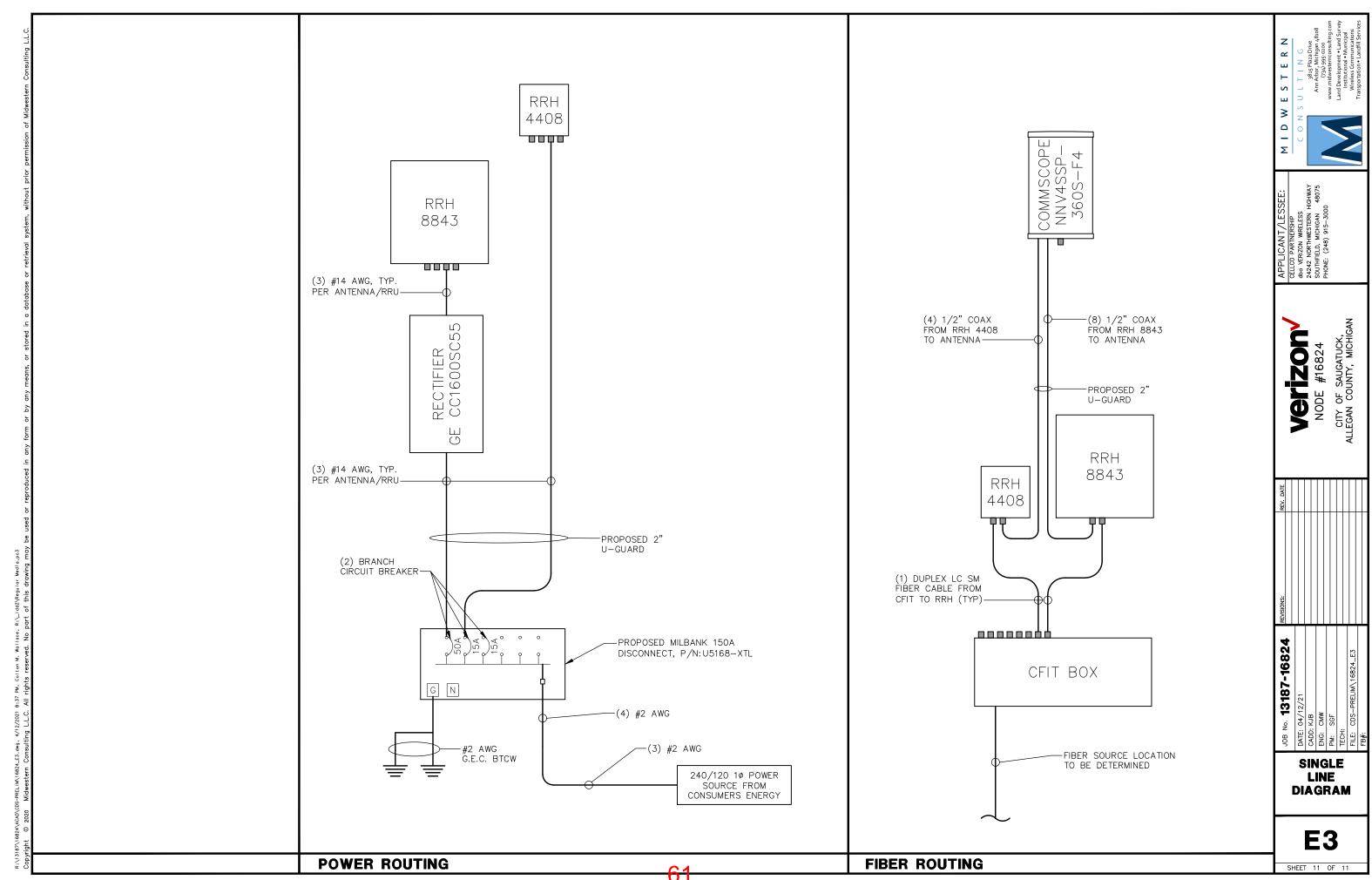


UTILITY PLAN

**E1** 

SHEET 9 OF 11





## SMALL CELL PERMIT APPLICATION City of Saugatuck Michigan

*** This area to be completed by City staff ***			
APPLICATION NUMBER			
SMALL CELL APPLICATION FEE			
APPLICANT			
Carrier Verizon Wireless			
Agent Name Fred Low			
Company or Agency Chaille Tower Consultants			
Mailing Address _ 28602 County Road 50			
City /Town Nappanee State IN Zip Code 46550			
Telephone Number (317) 538-9856			
E-mailfredlow@chailletowerconsultants.com			
Secondary Contact (Required) Wende Chaille			
Telephone Number (574) 261-2581 E-mail wkchaille@chailletowerconsultants.com			
The undersigned acknowledges that additional Saugatuck City land use and/or telecommunication review requirements may be identified during the review of this small cell telecommunication permit application and the fulfillment of such requirements is the responsibility of the applicant, and hereby attest to the best of my knowledge and belief, that the information stated in this application and in all supporting plans and documents is true.			
Signature of Applicant or Agent Date6/14/21			
LOCATION OF PROPOSED USE Address (or closest address) 253 Spear St			
Place Name (if any) VzW 16283			
Tax Map ID. Number(s) or closest tax map ID. 57-300-021-00			
Facility latitude/longitude (Decimal Degrees): 42.660146 -86.203094			
Is the existing structure privately owned? If yes, indicate owner: Consumers Energy			

PROPERTY OV	VNER(S) OF RE	ECORD					
Owner City of	` '						
		t of may					_
Street Address _	102 Butler St						_
City/Town Saugatuck State MI Zip Code 49453							
NEW OR MOD Provide a separa	ate page for ead	ch facility	/ proposed	as part of thi	s application		
Mod# or name	Type panel, dish, omni	QTY	Height	Width / diameter	Depth	Cubic Feet	RAD Center
Antenna	Small Cell Antenna	1	16"	24.6"	N/A	4.4ft³	40'
Mod# or name	Cabinet shelter or telco	QTY	Height	Width / diameter	Depth	Cubic Feet	RAD Center
Radio	Telco	1	7.9"	7.9"	4"	0.1445ft³	N/A
Radio	Telco	1	15"	13.2"	9.3"	1.0656ft³	N/A
CFIT Box	Telco	1	5.5"	15"	5.5"	0.5729ft <sup>3</sup>	N/A
Rectifier	Telco	1	17"	9.5"	4.4"	0.4112ft³	N/A
NEW STRUCTURE  Type Height Overall Height w/antenna Width / diameter  N/A N/A N/A N/A N/A							
•							
Is the small cell Yes No X		d to be lo	ocated in a	Historic Ove	rlay Distric	?	
Is the small cell Yes X No	facility proposed	d to be lo	ocated in a	Residential I	District?		

**NODE #16823** 

# 253 SPEAR STREET (ESTIMATED) SAUGATUCK, MICHIGAN 49453

(FINAL ADDRESS TO BE ISSUED BY MUNICIPALITY)

THE PROJECT CONSISTS OF THE INSTALLATION AND OPERATION OF PROPOSED ANTENNAS, SMALL CELL EQUIPMENT AND ASSOCIATED UTILITIES ON A EXISTING CONSUMERS ENERGY UTILITY POLE LOCATED WITHIN THE PUBLIC RIGHT—OF—WAY.

## PROJECT DESCRIPTION

### SITE COORDINATES:

LATITUDE: 42° 39' 36.5" N 42.660146° LONGITUDE: 86° 12' 11.1" W -86.203094

GROUND ELEVATION: 591.0

POLE LOCATION LAND OWNERSHIP: PUBLIC R.O.W.

### **PROJECT SUMMARY**

### SURVEYOR:

#### CIVIL ENGINEER

NAME: MIDWESTERN CONSULTING, L.L.C.
ADDRESS: 3815 PLAZA DRIVE
CITY, STATE, ZIP: ANN ARBOR, MICHIGAN 48108
CONTACT: COTT G. FISHER, P.E.
PHONE: (734) 995-0200 FAX: (734) 995-0599

### SITE ACQUISITION CONSULTANT:

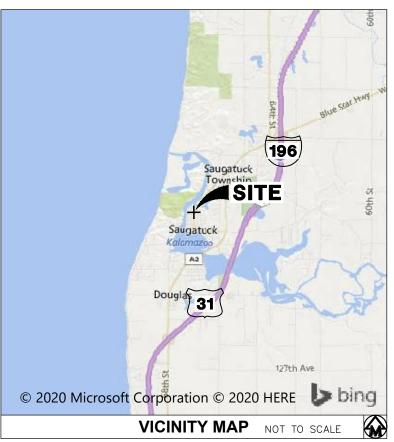
COMPANY: CHAILLE TOWER CONSULTANTS, LLC ADDRESS: C116 BARTON AVENUE CITY, STATE, ZIP: CONTACT: PHONE: (317) 417-8630

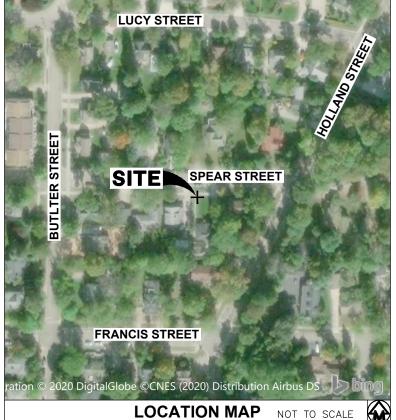
### **PROJECT TEAM**

STRUCTURAL ANALYSIS FOR THE UTILITY POLE, IF REQUIRED, IS TO BE PERFORMED BY OTHERS AND SHALL BE SUBMITTED SEPARATELY FROM THESE PLANS

### STRUCTURAL REVIEW

# PROPOSED SMALL CELL EQUIPMENT ON EXISTING CONSUMERS ENERGY POLE





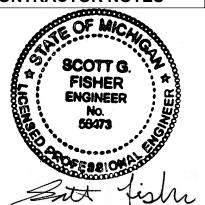
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E3	3 SINGLE LINE DIAGRAM		_
E2	2 ELECTRICAL DETAILS		-
E1	UTILITY PLAN -		
C6	EQUIPMENT DETAILS -		
C5	EQUIPMENT DETAILS -		-
C4	ANTENNA DETAILS		-
C3	ANTENNA MOUNTING DETAILS		-
C2	ANTENNA LAYOUT AND POLE ELEVA	TION	-
C1	SITE PLAN		-
T2	GENERAL NOTES		-
T1	1 TITLE SHEET		-
SHEET	ET DESCRIPTION		REV. DATE

### DO NOT SCALE DRAWINGS

DRAWING SCALES SHOWN ARE INTENDED FOR 11"x17" DRAWINGS ONLY. ANY OTHER SIZE DRAWING WILL NOT SHOW A CORRECT SCALE.

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE CIVIL ENGINEERS IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

### GENERAL CONTRACTOR NOTES



<u>.</u> S **dig.** M

SCOTT G. FISHER P.E. #58473 MIDWESTERN CONSULTING, L.L.C. 383 Plaza Drive
Ann Arbor, Michigan 48
(734) 995-caco
www.midwestemconsultin
Land Development \*Land's
Institutional \*Municipo
Wireless Communication

CELLCO PARTNERSHIP
do VERIZON WRELESS
24242 NORTHWESTERN HIGHWAY
SOUTHFIELD, MICHIGAN 48075
PHONE: (248) 915–3000

NODE #16823
ITY OF SAUGATUCK,

REV. DATE

No. 13187-16823 REMS 04/09/21 KJB CAWW SGF

TITLE SHEET

T1

SHEET 1 OF 11

- 1. THESE NOTES SHALL BE CONSIDERED A PART OF THE WRITTEN SPECIFICATIONS.
- 2. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED IN THE CONTRACT DOCUMENTS.
- 3. PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTOR(S) SHALL VISIT THE JOB SITE(S) AND BE RESPONSIBLE FOR ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED PER THE CONTRACT DOCUMENTS. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE IMPLEMENTATION ENGINEER AND ARCHITECT/ENGINEER.
- H. THE CONTRACTOR SHALL RECEIVE WRITTEN AUTHORIZATION TO PROCEED ON ANY WORK NOT CLEARLY DEFINED OR IDENTIFIED IN THE CONSTRUCTION DOCUMENTS BEFORE STARTING ANY WORK.
- 5. ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES INCLUDING APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS.
- 6. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH THE MANUFACTURER RECOMMENDATIONS. IF THESE RECOMMENDATIONS ARE IN CONFLICT WITH THE CONTRACT DOCUMENTS AND/OR APPLICABLE CODES OR REGULATIONS, REVIEW THE CONFLICT FOR DIRECTION WITH THE IMPLEMENTATION ENGINEER AND ARCHITECT/ENGINEER PRIOR TO PROCEEDING.
- 7. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES AND FOR COORDINATION OF ALL PORTIONS OF THE WORK UNDER THE CONTRACT INCLUDING CONTACT AND COORDINATION WITH THE IMPLEMENTATION TEAM AND WITH THE AUTHORIZED REPRESENTATIVE OF ANY OUTSIDE POLE OR PROPERTY OWNER. (BASE COMMANDER OR AUTHORIZED AGENT).
- 3. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, PAVING, CURBS, VEGETATION, GALVANIZED SURFACE OR OTHER EXISTING ELEMENTS AND UPON COMPLETION OF THE WORK, REPAIR ANY DAMAGE THAT OCCURRED DURING CONSTRUCTION TO THE SATISFACTION OF EXTENT.
- KEEP THE GENERAL AREA CLEAN, HAZARD FREE AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. LEAVE PREMISES IN CLEAN CONDITION DAILY.
- 10. PLANS ARE INTENDED TO BE DIAGRAMMATIC ONLY AND SHOULD NOT BE SCALED UNLESS OTHERWISE NOTED. RELY ONLY ON ANNOTATED DIMENSIONS AND REQUEST INFORMATION IF ADDITIONAL DIMENSIONS ARE REQUIRED.
- II. THE EXISTENCE AND LOCATION OF UTILITIES AND OTHER AGENCY'S FACILITIES ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. OTHER FACILITIES MAY EXIST BEYOND WHAT IS NOTED. CONTRACTOR SHALL VERIFY LOCATIONS PRIOR TO START OF CONSTRUCTION AND USE EXTREME CARE AND PROTECTIVE MEASURES TO PREVENT DAMAGE TO THESE FACILITIES. CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF UTILITIES OR OTHER AGENCY'S FACILITIES WITHIN THE LIMITS OF THE WORK, WHETHER THEY ARE IDENTIFIED IN THE CONTRACT DOCUMENTS OR NOT.
- 12. ALL MOUNTING HARDWARE SUCH AS BOLTS, NUTS, LAG SCREWS, CLEVIS, CONDUIT STRAPS, STAPLES, (ANYTHING EXPOSED AND CONNECTING EQUIPMENT TO THE POLE SHALL BE HOT DIPPED GALVANIZED, UNLESS OTHERWISE STATED)

### **DEFINITIONS:**

- 1. "TYPICAL" OR "TYP." MEANS THAT THIS ITEM IS VIRTUALLY IDENTICAL ACROSS SIMILAR CONDITIONS. "TYP." SHALL BE UNDERSTOOD TO MEAN "TYPICAL WHERE OCCURS" AND SHALL NOT BE CONSIDERED AS WITHOUT EXCEPTION OR CONSIDERATION OF SPECIFIC CONDITIONS.
- 2. "SIMILAR" MEANS COMPARABLE TO CHARACTERISTICS FOR CONDITION NOTED. VERIFY DIMENSIONS AND ORIENTATION ON PLAN.
- "AS REQUIRED" MEANS AS REQUIRED BY REGULATORY REQUIREMENTS BY REFERENCED STANDARDS, BY EXISTING CONDITIONS, BY GENERALLY ACCEPTED CONSTRUCTION PRACTICE OR BY THE CONTRACT DOCUMENTS.
- 4. "ALIGN" MEANS ACCURATELY LOCATE FINISH FACES OF MATERIALS IN THE SAME PLANE.
- 5. TERM "VERIFY" OR "V.I.F" SHALL BE UNDERSTOOD TO MEAN VERIFY IN FIELD WITH ARCHITECT AND REQUIRES THAT THE CONTRACTOR CONFIRM INTENTION REGARDING NOTED CONDITION AND PROCEED ONLY AFTER RECEIVING DIRECTION.
- 6. WHERE THE WORDS "OR EQUAL" OR WORDS OF SIMILAR INTENT FOLLOW A MATERIAL SPECIFICATION, THEY SHALL BE UNDERSTOOD TO REQUIRE SIGNED APPROVAL OF ANY DEVIATION TO SAID SPECIFICATION PRIOR TO CONTRACTOR'S ORDERING OR INSTALLATION OF SUCH PROPOSED EQUAL PRODUCT.
- 7. FURNISH: SUPPLY ONLY, OTHERS TO INSTALL: INSTALL: INSTALL ITEMS FURNISHED BY OTHERS. PROVIDE: FURNISH AND INSTALL.

### PROJECT SPECIFIC NOTES:

- 1. THIS SET IS PROVIDED TO ILLUSTRATE THE EXPECTED SCOPE OF DRAWINGS, QUALITY OF DRAWINGS AND EXTENT GRAPHIC STANDARDS. NOTES ARE FOR A&E CONTRACTOR REFERENCE TO HELP CLARIFY THE SCOPE. ADDITIONAL DRAWINGS MAY BE REQUIRED TO MEET THE REQUIREMENTS OF A GIVEN BASE. ALL EXAMPLES SHOWN ARE FOR REFERENCE ONLY AND ANY NOTES, DETAILS, CALCULATIONS OR OTHER WORK NEEDS TO BE COMPLETED OR CONFIRMED BY THE CONTRACTOR GENERATING THE DRAWINGS IN CONSTRUCTION DOCUMENTS.
- 2. THIS SET IS TO BE PRINTED AT 11" x 17". IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM THIS SIZE IS ACCEPTABLE BY THE BASE AND TO PROVIDE A LARGER STANDARD SIZE IF REQUIRED.
- 3. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO CONFIRM ALL WORK SHOWN IS IN COMPLIANCE WITH BASE AND FEDERAL CODES. DRAWINGS SHOWN WITHIN THIS SET ARE SAMPLES AND MAY NOT REFLECT ALL OF THE REQUIRED ELEMENTS, CLEARANCES OR OTHER ITEMS OF ASSEMBLIES NEEDED TO BE CODE COMPLIANT IN THE PARTICULAR MUNICIPALITY THE NODE IS LOCATED WITHIN.

### **GROUND CONSTRUCTION NOTES:**

- 1. 120/240V POWER REQUIRED FOR 3-WIRE SERVICE.
- 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH FEDERAL STANDARDS AND REGULATIONS AS WELL AS NEC.
- 3. CALL MICHIGAN ONE CALL 72 HOURS PRIOR TO EXCAVATING AT (800) 482-7171.
- 4. ALL LANDSCAPING TO BE RESTORED TO ORIGINAL CONDITION OR BETTER.
- 5. ALL EQUIPMENT TO BE BONDED.
- 6. METERING CABINET (IF INSTALLED) REQUIRES 3' CLEARANCE AT DOOR OPENING.

### **STANDARD GROUNDING NOTES:**

- 1. GROUND TESTED AT 25 OHMS OR LESS.
- 2. 5/8" x 10' RODS, CAD WELD OR UL LISTED DIRECT BURY CLAMP BELOW GRADE.
- 3. #6 GROUND AND BOND WIRE, UNLESS OTHERWISE NOTED.
- 4. MOLDING, STAPLED EVERY 1' AND AT EACH END.
- 5. GROUND RODS 18" FROM POLE.
- 6. AT LEAST TWO GROUNDS TO BE INSTALLED WITH MAXIMUM SEPARATION BETWEEN GROUND RODS.

#### STANDARD CONDUIT NOTES:

- 1. FOR UNDERGROUND CONDUIT AND ABOVE GRADE RISERS USE SCHEDULE 40.
- 2. IF DIRECTIONAL BORING, PLACE SDR-11 GRAY CONDUIT PER TABLE ON SHEET E1 FOR UNDERGROUND POWER APPLICATIONS.
- 3. IF TRENCHING, PLACE SCH 40 CONDUIT PER TABLE ON SHEET E1 FOR UNDERGROUND POWER APPLICATIONS.
- 4. RISERS TO BE ATTACHED TO POLE WITH STANDARD STRAPS AND LAG SCREWS.
- 5. RISER STRAPS TO BE INSTALLED EVERY 5'.
- 6. CONDUIT UNDER 1" MAY BE ATTACHED WITH GROUND WIRE MOLDING STAPLES.
- 7. ALL CONDUIT WILL BE PROOFED WITH A MANDREL AND EQUIPPED WITH PULL ROPE OR MULE TAPE.

### **UTILITY POLE CONSTRUCTION NOTES:**

- 1. NO BOLT THREADS TO PROTRUDE MORE THAN 1/2".
- 2. FILL ALL HOLES LEFT IN POLE FROM REARRANGÉMENT OF CLIMBERS.
- 3. ALL CLIMB STEPS NEXT TO CONDUIT SHALL HAVE EXTENDED STEPS.
- 4. CABLE NOT TO IMPEDE 15" CLEAR SPACE OFF POLE FACE.
- 5. 90' SHORT SWEEP UNDER ANTENNA ARM. ALL CABLES MUST ONLY TRANSITIONON ON THE INSIDE OR BOTTOM OF ARMS (NO CABLE ON TOP OF ARMS).
- 6. USE CABLE CLAMPS TO SECURE CABLE TO ARMS; PLACE 2" CARRIER ID TAGS ON BOTH SIDE OF ARMS.
- 7. USE 90° CONNECTOR AT CABLE CONNECTION TO ANTENNAS.
- 8. USE 1/2" CABLE ON ANTENNAS UNLESS OTHERWISE SPECIFIED.
- 9. FILL VOID AROUND CABLES AT CONDUIT OPENING WITH FOAM SEALANT TO PREVENT WATER INTRUSION.
- 10. ALL CONDUIT ENTERING THE VERIZON CABINET SHALL BE FILLED WITH DUCT SEAL TO PREVENT RODENT INFILTRATION.

#### **VERIZON WIRELESS CONSTRUCTION NOTES:**

- 1. CONTRACTOR IS TO FOLLOW THE MOST CURRENT VZW STANDARDS DOCUMENTS PROVIDED TO COMPLETE THIS INSTALLATION.
  2. CONTRACTOR SHALL COMPLETE VZW PROVIDED "SMALL CELL SWEEP REPORT" WITH ALL INFORMATION FILLED IN ACCURATELY
- AND COMPLETELY WHEN APPLICABLE.
  3. CONTRACTOR TO REFER TO THE MOST CURRENT VZW STANDARDS FOR APPROVED "PIM" TEST EQUIPMENT AND GUIDELINES
- WHEN APPLICABLE.

  4. THE CONTRACTOR IS TO USE BATTERY POWERED "PIM" EQUIPMENT TO VALIDATE THE FINAL LOCATION OF THE COAXIAL
- JUMPER AND ANTENNA ARE FREE OF INTERNAL AND EXTERNAL "PIM" SOURCES WHEN APPLICABLE.

  5. CONTRACTOR SHALL PROVIDE AT LEAST ONE TECHNICAL LEAD THAT IS CERTIFIED AND PROFICIENT IN EXECUTING, INTERPRETING AND RECORDING "PIM" MEASUREMENTS WHEN APPLICABLE.



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REVISIONS: REV. DATE

IOB No. 13187-16822

AATE: 04/09/21

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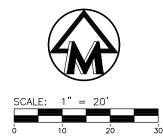
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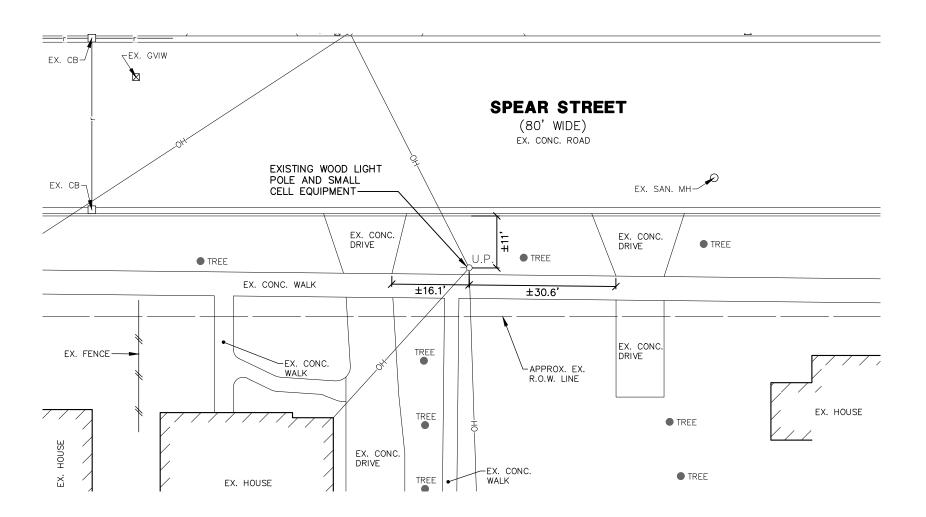
GENERAL NOTES

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SHEET 2 OF 11

<del>65</del>





### NOTES

- THIS DRAWING IS BASED ON SITE SURVEY PERFORMED ON
   11/04/19 AND SUPPLIED UTILITY MAPS. CONTRACTOR SHALL FIELD
   VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF
- 2. THE PROPOSED USE DOES NOT REQUIRE FULL OR PART TIME EMPLOYEES AT THE SITE.
- 3. FOR GENERAL SITE WORK NOTES, SEE SHEET T2.
- 4. ALL NORTH ARROWS ON SITE PLANS ARE TRUE NORTH, UNLESS OTHERWISE SPECIFIED.
- 5. RIGHT-OF-WAY LINES SHOWN ARE BASED ON RECORDED PLAT DATA AND FIELD MEASUREMENT.

### LEGEND

LEGEND	
-0- U.P.	EXIST. UTILITY POLE
- <b>\$</b> − U.P.	EXIST. UTILITY POLE W/ TRANS.
o- GP	EXIST. GUY POLE
<b>«</b> ———	GUY WIRE
$\bowtie$	ELEC. TRANSFORMER
—— он ——	EXIST. OVERHEAD UTILITY LINE
*	EXIST. LIGHT POLE
t	EXIST. TELEPHONE LINE
e	EXIST. ELECTRIC LINE
g	EXIST. GAS LINE
f.o	EXIST. FIBER OPTIC LINE
— — w — —	EXIST. WATER MAIN
ф— —	EXIST. HYDRANT
—— ── —	EXIST. GATE VALVE IN BOX
— ——— —	EXIST. GATE VALVE IN WELL
r _o	EXIST. STORM SEWER
	EXIST. CATCH BASIN OR INLET
•	EXIST. BEEHIVE INLET
so	EXIST, SANITARY SEWER
• -	



Verizon NODE #16823

No. 13187-16823

SITE **PLAN** 

KEY NO.:	EQUIPMENT TYPE:	EQUIPMENT MAKE:	EQUIPMENT MODEL:	DIMENSION:
1	ANTENNA	COMMSCOPE	NNV4SSP-360S-F4	26.8"x 14.6"
2	ANTENNA MOUNT	ROSENBERGER	QW-3604	N/A
3	RADIO	ERICSSON	4408	7.9"x7.9"x4.0"
4	RADIO	ERICSSON	8843	15"x13.2"x9.3"
5	RECTIFIER	GE	CC1600SC55	17"x9.5"x4.4"
6	CFIT BOX	CHARLES INDUSTRIES	CFIT	5.5"x15"
7	DISCONNECT-METERBASE	MILBANK	U5168-XTL, 150 AMP	30"x14.1"x4.5"
88	5" STANDOFF	N/A	N/A	5"×42"
8B	5" STANDOFF	N/A	N/A	5"x96"
9	SIGN (RF SIGNAGE)	N/A	N/A	6"×7.5"
10A	GROUND WIRE	TBD	#2 SOLID/TINNED	
10B	GROUND ROD	TBD	5/8" X 10' GROUND ROD	
11	POWER CONDUCTOR	TBD	#14 AWG	
12	FIBER	TBD	2" DIA.	
13	CONDUIT FROM DISCONNECT TO U-GUARD	TBD	2" DIA.	
14	U-GUARD FOR POWER & FIBER	TBD	2" DIA.	
15	LIGHT W/ MOUNT	TBD		

### **NOTES**

- PROPOSED MOUNT SHOWN AS PLACEHOLDER.
   ACTUAL MOUNT SUBJECT TO CHANGE PER POLE
   OWNER AND VERIZON FUTURE DISCUSSIONS.
- 2. INSTALL STRAIN RELIEF FOR POWER AND FIBER CABLES AT OR NEAR ANTENNAS.
- 3. CONTRACTOR SHALL RELOCATE PROPOSED U-GUARD LOCATION AS NECESSARY TO ACCOMMODATE THE LOCATIONS OF THE PROPOSED ANTENNAS.
- U-GUARD WILL STOP BELOW ANTENNAS AND SHOULD NOT INTERFERE WITH ANTENNA BANDING.
- 5. U-GUARD MUST BE RACEWAY CAPABLE.



7.5"x6" SIGN (TWO PER POLE)

## **RF WARNING SIGN**

NOT TO SCALE



(INSTALL ON BREAKER PANEL)

CAUTION ANTENNA SIGN

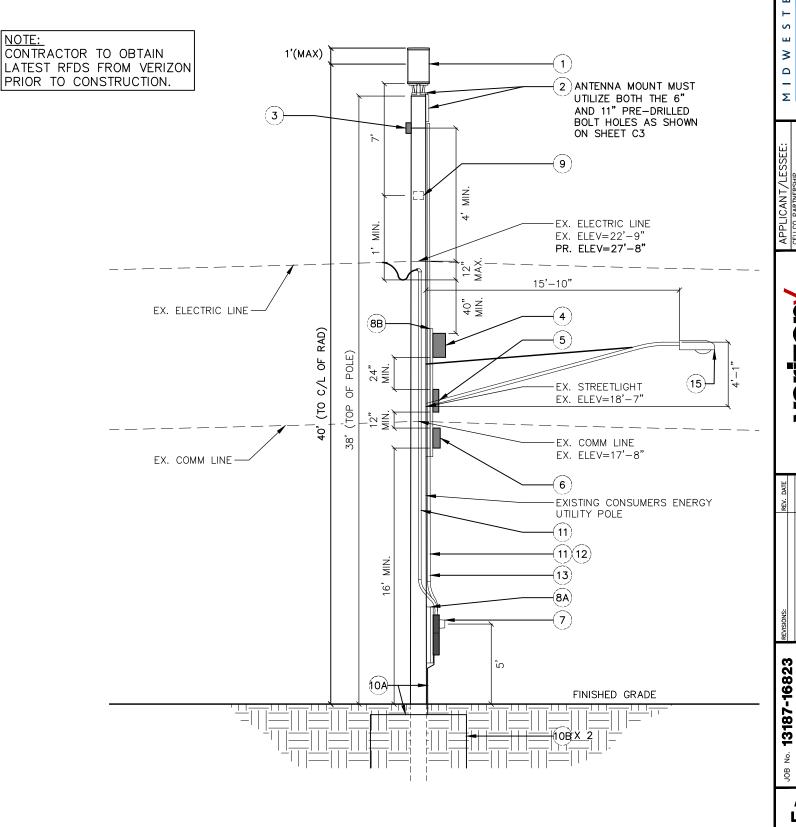
NOT TO SCALE



(INSTALL ON BREAKER PANEL)

## IN CASE OF EMERGENCY SIGN

NOT TO SCALE



POLE ELEVATION

67

ALL EQUIPMENT IS TO BE MOUNTED TO POLE.

NOTE

NOT TO SCALE

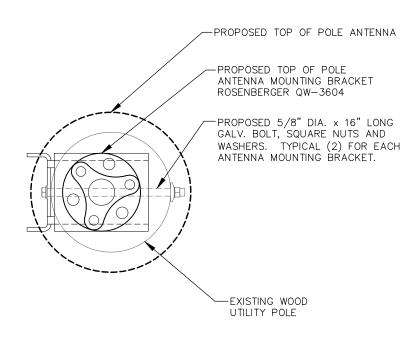
ANTENNA LAYOUT & POLE

CITY OF SAUGATUCK, ALLEGAN COUNTY, MICHIGAN

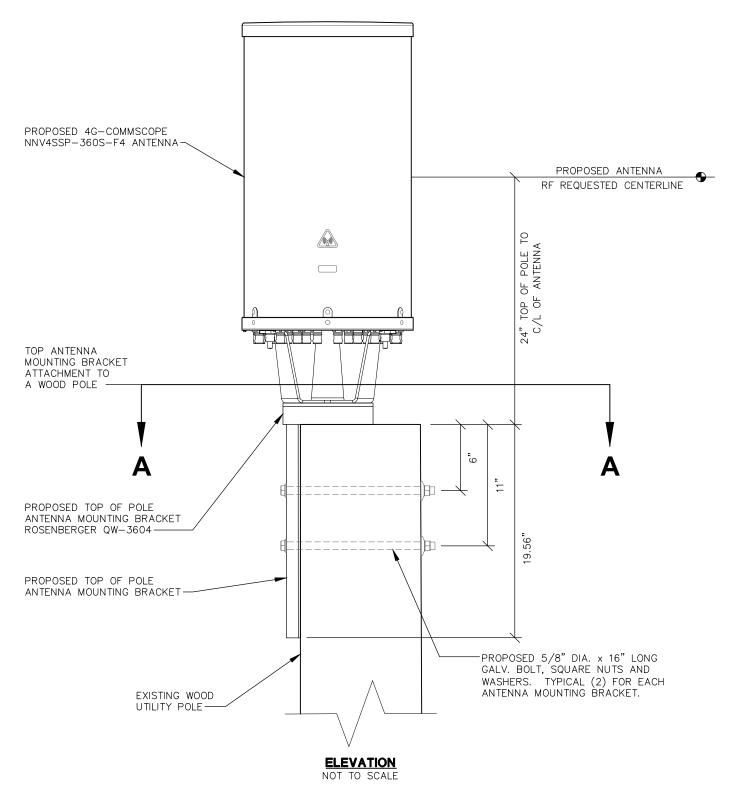
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ELEVATION

SHEET 4 OF 11



# SECTION A-A (TOP VIEW OF FINISHED ASSEMBLY) NOT TO SCALE



### NOTES

- 1. CONTRACTOR TO ENSURE ALL NESC CLEARANCE REQUIREMENTS ARE MET FROM THE BOTTOM OF THE ANTENNA.
- 2. ANTENNA AND BRACKET ASSEMBLY TO BE INSTALLED ON THE POLE WITH TWO (2) 5/8" THROUGH BOLTS. THE BOLTS WILL UTILIZE THE 6" AND 11" PRE-DRILLED BOLT HOLES.

C3

ANTENNA MOUNTING DETAILS

SHEET 5 OF 11

No. 13187-16823

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Verizon NODE #16823

CITY OF SAUGATUCK, ALLEGAN COUNTY, MICHIGAN



18-port small cell antenna, 4x 698-896, 8x 1695-2690, 4x 3400-3800 and 2x 5150-5925 MHz, 360° Horizontal Beamwidth, fixed tilt.

## General Specifications

**Operating Frequency Band** 1695 – 2690 MHz | 3300 – 3800 MHz | 5150 – 5925 MHz | 698 – 894 MHz

Antenna Type Small Cell
Band Multiband

Performance Note Outdoor usage | Wind loading figures are validated by wind tunnel measurements described

in white paper WP-112534-EN

**Total Input Power, maximum** 900 W @ 50 °C

## Mechanical Specifications

RF Connector Quantity, total 18
RF Connector Quantity, low band 4
RF Connector Quantity, high band 14

**RF Connector Interface** 4.3-10 Female

**Grounding Type** RF connector inner conductor and body grounded to reflector and mounting bracket

Radiator MaterialLow loss circuit boardRadome MaterialASA, UV stabilizedReflector MaterialAluminumRF Connector LocationBottom

**Wind Loading, maximum** 187.0 N @ 150 km/h | 42.0 lbf @ 150 km/h

Effective Projected Area (EPA), frontal 0.17 m<sup>2</sup> | 1.83 ft<sup>2</sup>

Effective Projected Area (EPA), lateral 0.17 m<sup>2</sup> | 1.83 ft<sup>2</sup>

Wind Speed, maximum 241 km/h | 150 mph

### **Dimensions**

 Length
 680.0 mm
 | 26.8 in

 Outer Diameter
 370.0 mm
 | 14.6 in

 Net Weight, without mounting kit
 17.2 kg | 37.9 lb

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NODE #1682;

REV. DATE

No. 13187-16823 F. : 04/09/21
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ANTENNA DETAILS

**C4** 



### Technical specification for Radio 4408 FREQUENCY BANDS B38A, B40U, B41, B42, B43, B48, B77C Bands: HW CAPACITY Carrier capacity: Up to 6 LTE carriers, Up to 100MHz NR carrier bandwidth Up to 150MHz MIMO: Yes, 4T4R Output power: 4 x 5 W INTERFACE SPECIFICATIONS 4 x NEX10 (f) Antenna ports: 2 x 2.5/5/10 Gbps (exchangeable SFP modules) Optical indicators: External alarms: Field ground: Weight: 4 liters including mounting bracket and esthetic front cover HWD=200x200x102mm without protruding HWD=213.5x200x105mm with protruding Rail, wall and pole mount ELECTRICAL SPECIFICATIONS Power Supply: -48 VDC or 100 - 250 VAC ENVIRONMENTAL SPECIFICATIONS -40 °C to +55 °C (cold start at -40 °C) Normal operating temp.: Relative Humidity: 5 - 100% Environment: Outdoor class with IP65

### RADIO 8843 (DUAL BAND) B66A AND B2



Size and Weight					
Radio 8843 B66A, B2	Height	Width	Depth	Weight	
wo protruding items	15 In (380 mm)	13.2 In (335 mm)	9.3 In (235 mm)	70 lbs	
w protruding items	18 In (455 mm)	13.2 In (335 mm)	9.4 In (240 mm)	( 31.7 Kg)	

### **Capacity and Specifications**

- > 4TX/4RX for 2 bands
- > 8 Antenna ports separate RF ports
- > Up to 320W RF power shared between 2 bands
  - 4x40W on each band or
  - 4x20W on Band 2 and 4x60W on Band 66A
  - 2x60W on Band 2 and 2x80W on Band 66A
- > Up to 24 carrier and up to 60+70 MHZ OBW for LTE
- > 2x 10Gbps CPRI

### Other Specifications

> -48 VDC

- > Type 4.3-10 RF connectors
- > 2x20A fuse (2 power connectors, 3 wire)
- 2 external alarm
- > IP 65, -40 to +55 ℃
- > AISG TMA & RET support

Verizon NODE #16823

13187-16823

**EQUIPMENT DETAILS** 

**C5** SHEET 7 OF 11

**RRH 4408** 

**FRH 8843** 





## **Electrical Specifications**

### Input Voltage & Output Power

**Response to ac** Operates according to figure, turning on input voltage at all V<sub>in</sub> above 95V<sub>ac</sub>. Output power

1200W < 132Vac  $1600W > 200V_{ac}$ 

Output power follows linear path between defined points.

Ac input current 12A @120Vac

9A @208Vac **Power Factor** 0.98@loads over 50%

THD < 5% @loads over 50% EN61000-3-2 Harmonics

45-66Hz Frequency

Output	

+42–58 $V_{dc}$  range Default = 55.5  $V_{dc}$ 22A out @ low input line 29A out @ high input line Regulation ± 0.5% w/controller, 2% over life load

and temperature

100 mV  $_{rms}$ , 250 mV  $_{p\text{-}p}$ 

20 to 80% load step settles to less than Dynamic response 1% in 5 ms

Ripple

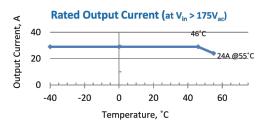
Protection

Efficiency Approaching 96% Start up Walk in Overload

Start up is monotonic Current walk in over 8 to 10 seconds Shuts down with no damage when presented with a 15 milliohm short

Internally Fused

## **Output Power vs Input Voltage** # 1550 € 1350 ರ್<sub>1150</sub> . 108 158 208 Input Voltage, V<sub>ac</sub>



## **Environmental, Compliance & Physical**

Operating Ambient Temperature Range	-40°C to +46°C (Output derates 2%/°C beginning at 46°C)
Cooling Method	Natural Convection
Operating Relative Humidity	0 - 95% (non-condensing) for use in a controlled environment
Electromagnetic Compatibility	FCC Part 15, EN 55032 (CISPR32), EN 55035, Level A, GR-1089
Lightning Surge	EN/IEC 61000-4-5 Level 4 (Error free), ANSI C62.41 Category B 100 kHz ring and 1.2/50μs combination waves (6kV damage free)
Agency Certifications*	ANSI/UL60950-1-2014, EN60950-1 2 <sup>nd</sup> ed+A1+A2, CAN/CSA C22.2 No. 60950-1- 07 +Am2: 2014, NEBS GR-1089, GR-63-CORE, CE, RoHS6/6, GR-3108 Class 4
Mean Time Between Failure (MTBF)	300k Hours @ 25°C per Telcordia SR-332, Method 1, Case 3
Height x Width x Depth, Weight, Packaged weight	17x9.5x4.4in (432x241x112mm), 20.75 lbs (9.4 kg), 25.75 lbs (11.68 kg)
Mounting	Pole, Wall, Pedestal, Shroud

## HYBRID-TO-THE-ANTENNA (HTTA) BOX



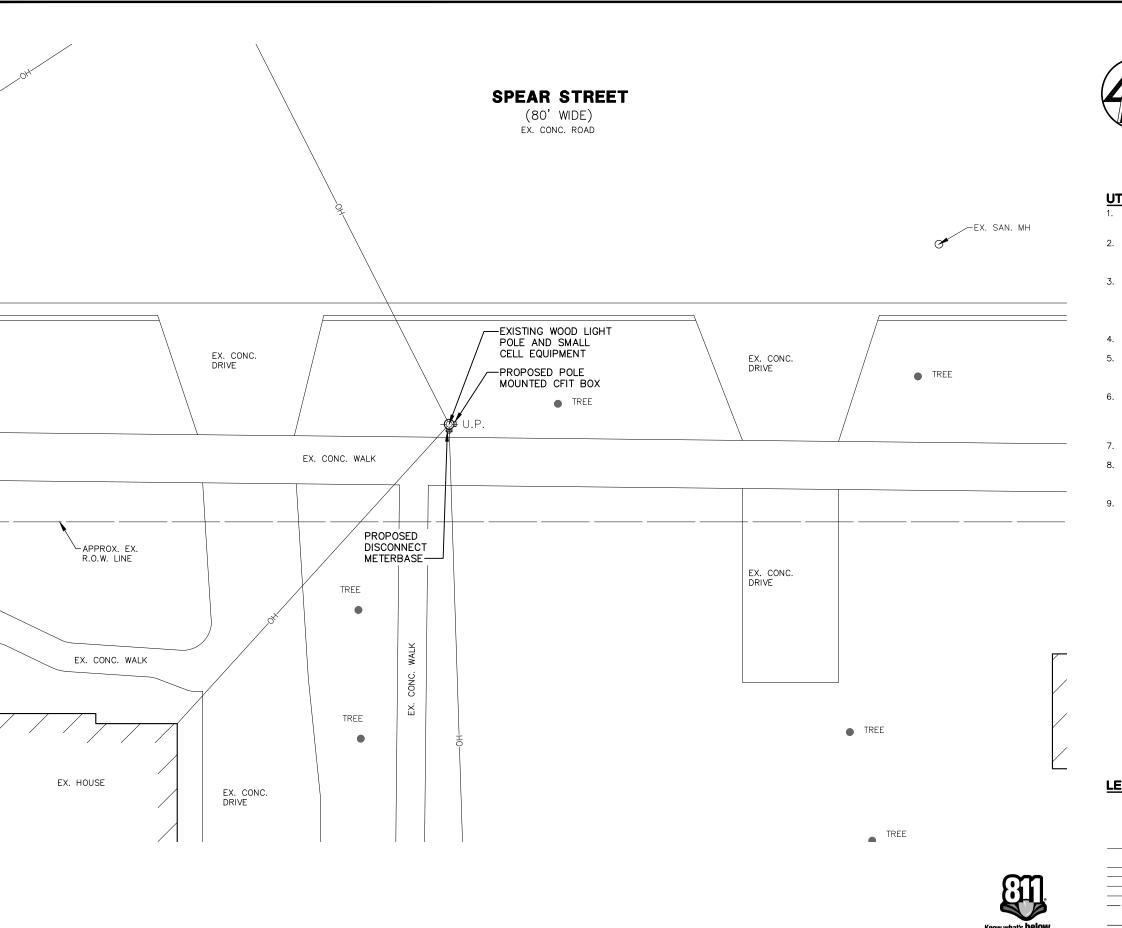
TECHNICAL	. SPECIFICATIONS
HEIGHT (PANEL ONLY)	15 in.
DEPTH, BASE (FRONT TO BACK)	5.5 in.
WIDTH	12 in.
WEIGHT	4 lbs.
CONSTRUCTION	RUGGED UL94-5VA GRAY POLYCARBONATE
SUPPORTED FIBER CONNECTOR TYPES	SC, LC or MPO
COMPLIANCE	DESIGNED TO MEET GR-950, GR2898, NEMA 4, IP66
SPLICING CAPACITY	UP TO THREE (3) 4"x6" HINGED SPLICE TRAYS ON FEED FIBER SIDE
BULKHEAD CAPACITY	24 SC ADAPTERS

CITY OF SAUGATUCK, ALLEGAN COUNTY, MICHIGAN Verizon NODE #16823

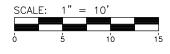
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**EQUIPMENT DETAILS** 

**C6** 







### UTILITY NOTES

- PROVIDE AND INSTALL WARNING TAPE FOR ELECTRIC SERVICE CONDUIT 12" BELOW GRADE.
- ALL CONDUIT UNDER ROADWAY SHALL BE MINIMUM SCHD 80 PVC AND ALL OTHER CONDUIT SHALL BE MINIMUM SCHD 40 PVC.
- 3. CONTRACTOR SHALL COORDINATE WITH ELECTRIC AND TELEPHONE AND FIBER OPTIC UTILITY COMPANIES FOR SERVICES. PROPOSED SERVICE ROUTES AND EXACT LOCATION SHALL BE COORDINATED WITH RESPECTIVE COMPANY. WORK IS TO BE PERFORMED BY OTHERS.
- 4. CONTRACTOR TO PAY ALL FEES FOR SERVICES REQUIRED.
- 5. CONTRACTOR TO BE ADVISED THAT EXISTING UNDERGROUND CONDUITS, GROUND CABLES AND OTHER UTILITIES EXIST IN PROJECT AREA. DIG WITH CAUTION.
- 6. CONTRACTOR TO VERIFY POWER AND TELCO LB LOCATIONS AND FLEX CONDUIT SIZE AND ROUTING TO THE EQUIPMENT CABINET WITH MANUFACTURER'S DRAWNIGS.
- 7. INSTALL PULL STRING IN TELCO CONDUIT.
- 8. CONSUMERS ENERGY SHALL BE RESPONSIBLE FOR PROVIDING SECONDARY POWER AND CONNECTIONS TO VERIZON SMALL CELL EQUIPMENT AND UTILITY POLE.
- 9. STANDARD POWER SUPPLY FOR SMALL CELL NODES IS A 100 AMP, 120/240 VOLT, SINGLE PHASE SERVICE.

### **LEGEND**

<u> EGEND</u>	
-o- U.P.	EXIST. UTILITY POLE
- <b>%</b> - U.P.	EXIST. UTILITY POLE W/ TRANS
o- GP	EXIST. GUY POLE
<b>«</b> ——	GUY WIRE
$\bowtie$	ELEC. TRANSFORMER
—— OH ———	EXIST. OVERHEAD UTILITY LINE
*	EXIST. LIGHT POLE
t	EXIST. TELEPHONE LINE
е	EXIST. ELECTRIC LINE
g	EXIST. GAS LINE
f.o. ——	EXIST. FIBER OPTIC LINE
— — w — —	EXIST. WATER MAIN
ф— —	EXIST. HYDRANT
<del></del>	EXIST. GATE VALVE IN BOX
— ——— —	EXIST. GATE VALVE IN WELL
r _O	EXIST. STORM SEWER
	EXIST. CATCH BASIN OR INLET
•	EXIST. BEEHIVE INLET
s	EXIST. SANITARY SEWER

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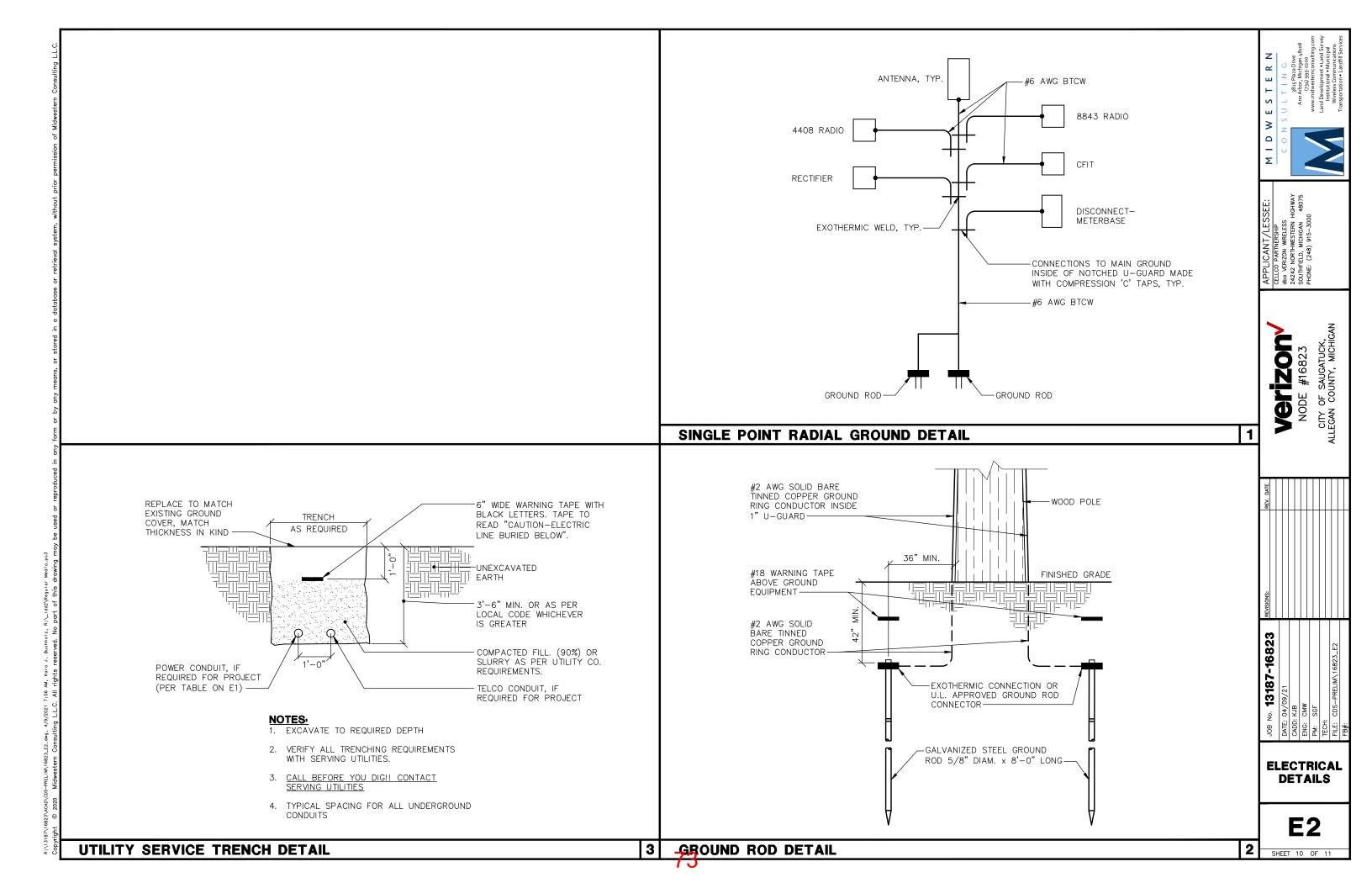
CO PARTNERSHIP
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FHFIELD, MICHIGAN 48075
VE: (248) 915-3000

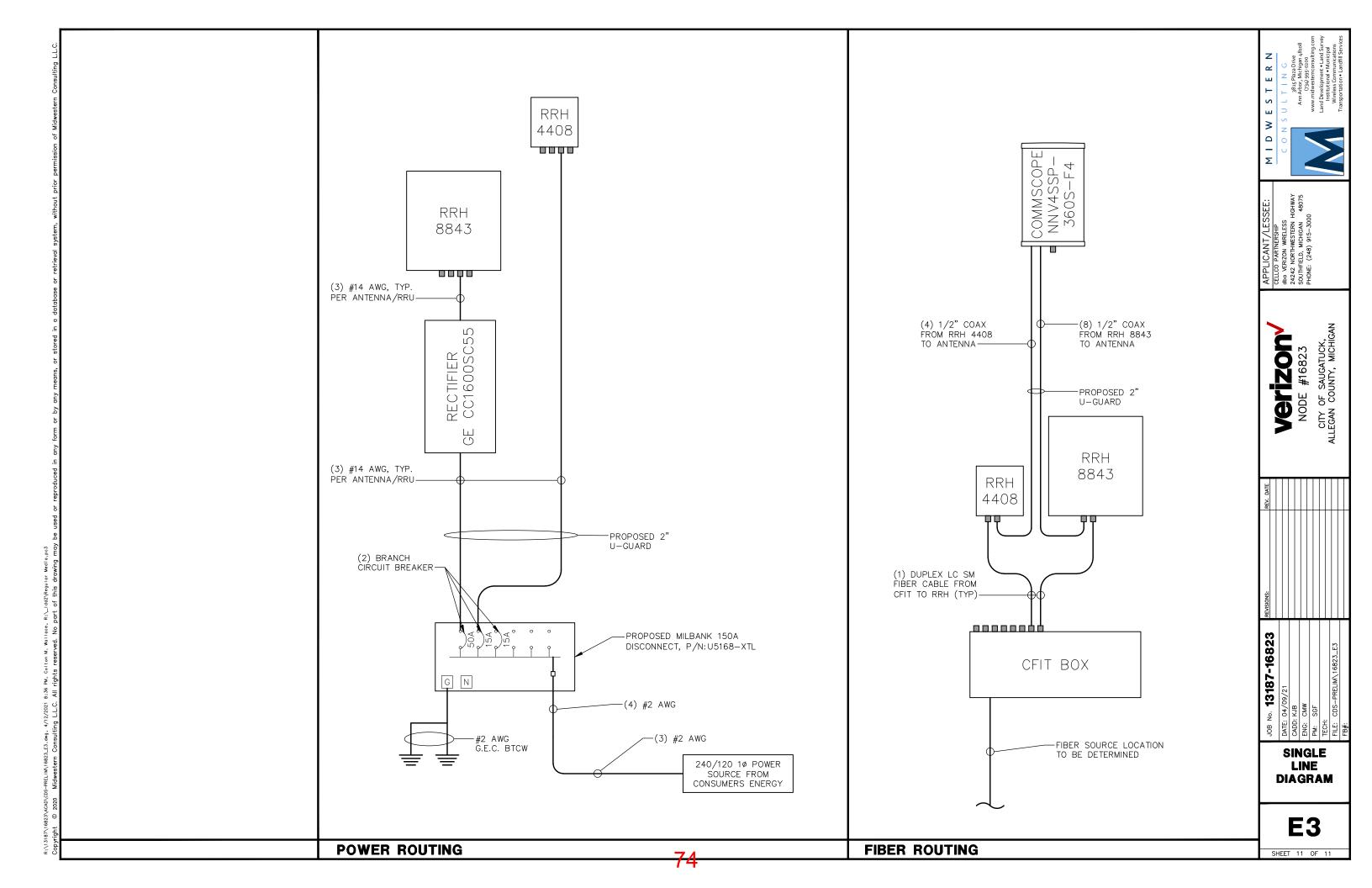
WEFIZOF NODE #16823 CITY OF SAUGATUCK, ALLEGAN COUNTY, MICHIGAN

UTILITY PLAN

**E1** 

SHEET 9 OF 11





ITEM: 16-E



## City Council Agenda Item Report

**FROM:** Ryan Heise

**MEETING DATE:** January 24<sup>th</sup>, 2022

**SUBJECT:** Blue Star Trail Project

### **DESCRIPTION:**

City staff and the Chair of the Blue Star Trail Committee reviewed the concerns presented by the Michigan Department of Transportation with the Transportation Alternative Program (TAP) grant submitted as the lead applicant. Overall, the meeting was very positive, however with the anticipation of a few minor design changes and the potential for escalating construction cost it is recommended that the City increase their contribution to the project from \$10,000 to \$50,000. This would increase the total project cost by an additional 6% over existing.

The increase would allow the City to address the TAP comments related to:

- Add significantly more trees to the project per MDOT's recommendation
- Increase unit prices for Boardwalk and Grading, for extra "contingency" for potentially higher bids.

### **BUDGET ACTION REQUIRED:**

A potential increase of budget expenditure from \$10,000.00 to \$50,000.00

### **COMMITTEE/COMMISSION REVIEW:**

N/A

### **LEGAL REVIEW:**

N/A

### **SAMPLE MOTION:**

Motion to approve/deny Resolution 220124-A

## RESOLUTION 220124-A OF SUPPORT City of Saugatuck

# Blue Star Trail - North Section TAP GRANT

A resolution to establish a request for funding, designate an agent, attest to the existence of funds and commit to implementing a maintenance program for development of the Blue Star Trail – North Section, a non-motorized trail primarily on the west side of the Blue Star Highway from Washington Street in the City of the Village of Douglas, through portions of the City of Saugatuck and Saugatuck Township to Holland Avenue (Beeline Trail) in Saugatuck Township, Allegan County.

WHEREAS, City of Saugatuck, in cooperation with City of the Village of Douglas and Saugatuck Township, recognizes a need for contiguous non-motorized pathways connecting their communities, and

WHEREAS, a regional non-motorized trail route, connecting the communities with the City of Holland (north) and the City of South Haven (south) through Allegan County has been a priority in local and regional recreation and non-motorized transportation plans, and

WHEREAS, several sections of the trail have already been completed except for three short but critical links for a contiguous trail, and

WHEREAS, a Tri-Community non-motorized trail committee was created by the three governments along with the Friends of the Blue Star Trail in order to finalize route selection on the remaining segments, and

WHEREAS, the Tri-Community non-motorized trail committee hired an engineer to complete schematic design plans and cost estimates for the remaining segments, and

WHEREAS, City of Saugatuck, in partnership with City of the Village of Douglas and Saugatuck Township, are applying for funds through Michigan Department of Transportation, Transportation Alternatives Program (MDOT TAP) for approximately 1.14 miles of non-motorized trail which is the Blue Star Trail – North Section, and

WHEREAS, the total project cost (construction and engineering) is estimated at \$2,100,000 and

WHEREAS, City of Saugatuck, via this resolution, is committing to \$50,000 for the project, and

WHEREAS, City of Saugatuck will be applying to the Michigan Natural Resources Trust Fund for \$300,000, and

WHEREAS, Saugatuck Township has committed to \$10,000 for the project and will be applying to the Michigan Natural Resources Trust Fund for \$300,000, and

WHEREAS, the Friends of the Blue Star Trail have committed to raising \$205,000 for the remainder of the construction and engineering costs, and

WHEREAS, the participating match cost for the MDOT TAP grant is \$825,000, from City of Saugatuck, Saugatuck Township, the Friends of the Blue Star Trail and other agencies, and

WHEREAS, the grant request from MDOT TAP program is \$1,275,000.

NOW, THEREFORE, BE IT RESOLVED that City of Saugatuck has authorized Ryan Heise, City Manager, to act as agent on behalf of the City of Saugatuck, City of the Village of Douglas and Saugatuck Township to request MDOT TAP funding, to act as the applicant agent during the project development and to sign a project agreement upon receipt of a funding award.

BE IT FURTHER RESOLVED, that the City of Saugatuck attests to the existence of, and commits to the funds necessary to carry out the project, including engineering for design and construction, permit fees, administration costs, cost overruns and matching funds. Said committed funds to be provided in accordance with the terms of an intergovernmental agreement between the City of Saugatuck, City of the Village of Douglas, Saugatuck Township and the Friends of the Blue Star Trail.

BE IT FURTHER RESOLVED, that the City of Saugatuck, City of Village of Douglas and Saugatuck Township commit to funding and implementing a maintenance program over the design life of the facilities constructed with MDOT TAP funding per memorandum of understanding between the governments.

MOVED BY:	SUPPORTED BY:	
YEAS:		
NAYS:		
ABSENT:		
ADOPTED THIS24T	H DAY OFJANUAF	272022
CERTIFICATION:		
foregoing as a true and meeting held on January	complete copy of a resolution y 24, 2022 in in compliance we nended, the minutes of the n	concluded the City of Saugatuck do hereby certify the madopted by the Saugatuck City Council at a regular with the Open Meetings Act, Act No. 267 of the Public Acts neeting were kept and will be or have been made
Attest:		
	Kate	White, Deputy City Clerk

## Heron Bay Condominium Association

P.O. Box 705 Douglas, MI 49406 Larry Kilinski, President of BOD <u>Heronbay6552@aol.com</u> (812) 618-5007 personal

Re: No Wake Zone Support

November 18, 2021

To the Saugatuck Township Board,

As President of the Heron Bay Association in Saugatuck Township, I would like to request that the Saugatuck Township Board support a resolution, along with The City of Saugatuck and The City of Douglas, to establish a no wake zone from the Blue Star Bridge to the I-196 Bridge on the Kalamazoo River.

The Heron Bay Association has boat slips on the river that each of the 17 home sites are entitled to have. The boat slips are a private marina that has been approved by the State of Michigan. For years our membership has been desirous of having a no wake zone. It is a hazard to have boats traveling at high speeds creating wake and potentially damaging the docked boats. Directly across the river from our marina is the Shultz Park boat launch which gets very busy in the summer. To compound the safety issue both the park and our marina are adjacent to the I-196 bridge in which boats need to travel at a safe, no wake, speed.

As residents of the Township, we would appreciate your support in creating this no wake zone.

Warm Regards,

Larry Kilinski

President - Heron Bay Condominium Association Board of Directors