



**CITY COUNCIL MEETING AGENDA  
Regular Meeting March 25, 2024 – 7:00 pm**

*This is an in-person meeting at Saugatuck City Hall, 102 Butler St, Saugatuck, MI 49453.  
The meeting will also be available live, virtually on Zoom.*

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Mayor’s Comments**
5. **City Manager Comments**
6. **Agenda Changes (Additions/Deletions)**
7. **Guest Speakers**
8. **Public Comment on Agenda Items Only (Limit 3 minutes)**
9. **Consent Agenda: (Roll Call)**
  - A. Regular City Council Meeting Minutes – March 11, 2024. *(Pg. 3)*
  - B. Approval of low bid from Kramer Services for City Hall Drainage and Concrete Work. *(Pg. 8)*
  - C. Approval of Cemetery Services Agreement Extension. *(Pg. 12)*
  - D. Approval of Revocable License Agreement for Sidewalk and Street Seating – Wick Park Bar & Grille. *(Pg. 17)*
  - E. Approval of Special Event – Mt. Baldhead Challenge *(Pg. 23)*
  - F. Appointment of Logan White to the Kalamazoo Lake Harbor Authority. *(Pg. 31)*
10. **Staff Reports, Boards, Commissions & Committees:**  
*(Starting on Pg. 32)*
  - A. **Staff Reports:**
    1. City Manager

**NOTICE:**  
Join online by visiting:  
<https://us02web.zoom.us/j/2698572603>  
**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:  
[rcummins@saugatuckcity.com](mailto:rcummins@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 [JWolters@saugatuckcity.com](mailto:JWolters@saugatuckcity.com) for further information.

2. Treasurer
3. Planning and Zoning
4. Department of Public Works
5. Police
6. Engineer

**B. Boards, Commissions & Committees:**

1. Fire District Administration Board
2. Interurban Board
3. Kalamazoo Lake Sewer & Water Authority
4. Kalamazoo Lake Harbor Authority
5. Zoning Board of Appeals
6. Historic District Commission
7. Planning Commission
8. Parks & Public Works Committee
9. Tri-Community Non-Motorized Trail Study Committee

**11. Request for Payment:** None

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

- A. Accounts Payable in the amount of \$83,034.73 *(Pg. 39)*

**13. Introduction of Ordinances:** None

**14. Unfinished Business:** None

**15. New Business:**

- A. EGLE TMF Grant and Engineering Services for Final Distribution System Materials Inventory. *(Roll Call) (Pg. 41)*
- B. Resolution 240325-A and Ordinance 240325-A - Short-Term Rental, Noise, and Zoning Fines. *(Roll Call) (Pg. 61)*

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

**17. Correspondence:**

- A. Diana Decker

**18. Council Comments**

**19. Adjourn** *(Voice Vote)*



**CITY COUNCIL MEETING MINUTES- PROPOSED**  
**March 11, 2024**

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

**Call to Order:**

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

**Pledge of Allegiance.**

**Attendance:**

Present: Mayor Stanton, Mayor Pro-Tem Baldwin and Councilmembers Anderson, Muncey and White.

Absent: Gardner

*Motion by Baldwin, second by Anderson to excuse councilmember Gardner from tonight's meeting. Via voice vote, motion carried 6-0.*

Others Present: Interim City Manager & Director of Planning/Zoning & Project Management Cummins, Department of Public Works Superintendent Herbert, Attorney Kyle O'Meara and Clerk Wolters.

**Mayor's Comments:**

She thanked all for being there along with all the hard work recently from the Planning Commission. She thanked Ryan Cummins for the extra effort of taking on the interim city manager position. The community build for the playground is April 15<sup>th</sup> through April 17<sup>th</sup>, sign up period is open. DPW has brush and leaf pick up starting up again. DPW is appreciated! She has gratitude for her fellow councilmembers. She appreciates how civil their discussions have been. She appreciates the constructive criticism from the community, it has helped improve the community. She wants to keep improving and making the city even better, it's an incredible community.

**City Manager Comments:**

Interim City Manager Cummins shared the good news received earlier in the day. The City applied for a technical, managerial, and financial grant from EGLE. The City was successful in receiving a grant approval in the amount of \$221,600 to start the process to look at the lead service lines.

**Agenda Changes:** None.

**Guest Speakers:** None.

**Public Comment on Agenda Item Only:**

Dan Fox, resident: Suggested council looks at MML for City Manager hiring process. Noted that the answers to killing rumors is more facts, regarding recent City Manager vacancy.

Richard Williams, resident: Is opposed to increasing tax for short-term rentals. He questioned expenses on the ledger included in the packet.

Laura Durham, resident: Shared concern about the amount of money spent regarding the city manager vacancy. Hopes the council is patient with hiring a new city manager.

Gary Kemp, resident: Opposed to proposed short-term rental fees and resolution supporting short-term rental tax.

**Consent Agenda:**

- A. Regular City Council Meeting Minutes – February 29, 2024.
- B. Updated agreement with Burnett & Kastran P.C. for legal Services
- C. Right of Way Application – Ann Hayes

*Motion by Muncey, second by Dean to pass the consent agenda for March 11, 2024. Upon roll call vote, motion carried 6-0.*

**Staff Reports:**

Interim City Manager/Director of Planning & Zoning, Treasurer, DPW Superintendent and Engineer submitted status reports of current activities since the last Council meeting on February 29th, 2024, for their respective departments.

**Boards, Commissions & Committees:**

Fire District Administration Board:

- Saugatuck Township Fire Department website has many informational and statistical reports.
- February incident count was up 16%.
- Received \$15,000 back from cost recovery.
- Received \$20,000 from insurance regarding truck accident.
- Next meeting is March 18<sup>th</sup>.

Interurban Board, Councilmember Muncey:

- They continue to interview for the Director position.
- Phyllis Yff received an award from Douglas, a word of recognition.
- Interurban is open until 7 p.m. nightly.

KLSWA, Barry Johnson: None.

Kalamazoo Lake Harbor Authority, Mayor Stanton:

- Next meeting April 9<sup>th</sup>.

Zoning Board of Appeals: None.

Historic District Commission, Councilmember Gardner: None.

Planning Commission, Chair Councilmember Anderson:

- Next meeting is March 21<sup>st</sup>.

Parks and Public Works Committee, Mayor Pro-Tem Baldwin:

- Next meeting is Friday.

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

**Request for Payment: None.**

**Approval of Accounts Payable:**

A. Accounts Payable in the amount of \$160,617.34.

*Motion by Dean, second by Anderson to approve the accounts payable in the amount of \$160,617.34. Via roll call vote, motion carried 6-0.*

**Introduction of Ordinances: None.**

**Unfinished Business: None.**

**New Business:**

Short-Term Rental Enforcement Plan:

*Motion by Dean, second by Baldwin to approve the Short-Term Rental enforcement plan. Via roll call vote, motion carried 6-0.*

Granicus Proposal for Third Party Short-Term Rental Enforcement Support:

*Motion by Anderson, second by Baldwin to approve the agreement with Granicus for their address identification and 24/7 hotline solution in the prorated amount of \$2,992.60 for April 30 to June 30 2024, \$17,665.21 for full year 1, \$18,548.47 for year 2, and \$19,475.90 for year 3. Via roll call vote, motion carried 6-0.*

Resolution 240311-C- Short-Term Rental Fees:

*Motion by Baldwin, second by Dean to approve Resolution No. 240311-C approving a change in the City's schedule of fees for short-term rentals. Via roll call vote, motion carried 6-0.*

Resolution 240311-A- Support of Short-Term Rental House Bill 5438:

*Motion by Dean, second by Baldwin to adopt Resolution No. 240311-A supporting HB 5438 and its proposed statewide excise tax, comprehensive registry, and local zoning regulations for short-term rentals. Via roll call vote, motion carried 5-1. Yes- Anderson, Baldwin, Dean, Stanton. No- Muncney. Abstain- White.*

Resolution 240311-B- DNR Trust Fund Grant – Blue Star Trail:

*Motion by Baldwin, second by Anderson to approve Resolution No. 240311-B approving the Michigan Natural Resources Trust Fund Development Project Agreement for the Blue Star Non-Motorized Trail. Via roll call vote, motion carried 6-0.*

City Manager Search Proposal:

*Motion by Anderson, second by Dean to approve the hiring of Walsh Municipal Services in the hiring process of city manager in the amount not to exceed \$9800. Via roll call vote, motion carried 5-1. Yes- Anderson, Baldwin, Dean, Stanton, White. No-Muncey.*

Additional Compensation for Interim City Manager:

*Motion by Dean, second by Baldwin to approve a stipend for Interim City Manager Ryan Cummins in the amount of \$1000.00 per week in addition to his regular salary until a permanent City Manager is in place. Via roll call vote, motion carried 6-0.*

**Public Comment:**

Dan Fox, resident: Suggested for council to run a background check on city manager candidates.

Richard Williams, resident: Explained the importance of a background check on city manager candidates. He noted that the third-party service will not be fully tax neutral for years.

Joe Leonatti, resident: Questioned the reason for leaving for the past city manager. Questioned the amount of money paid to the previous city manager for resignation.

Laura Durham, resident: Questioned how the newly hired third party will track complaints.

Chrisitan Kindel, resident: In favor of background checks for city manager candidates. Questioned the amount of money paid out to the previous city manager.

Gary Kemp, resident: In favor of hiring Granicus. Opposed to raising short term rental taxes.

Frank Walsh, non-resident: Thanked the council for supporting his business. They use third party background checks for all candidates.

**Correspondence**

A. Catherine Simon

**Council Comments:**

- Councilmember Anderson:  
Clarified that non homestead taxes go to the state not to the city. Noted that people who make fake reports on short-term rentals are subjected to a fine.
- Mayor Pro-Tem Baldwin:  
She is not against short-term rentals; she is pro short-term rentals. They just needed to be regulated.

- Councilmember Dean:  
He understands both sides of short-term rentals. Thanked Mayor Stanton and Councilmember Anderson for sitting on the short-term rental task force committee. Proud of the council for tackling the short-term rental issue.
- Councilmember Muncey:  
He explained that taking criticism comes with the territory no matter what city people are in. He appreciates the civil conversations during council meetings. Create a succulent scape will be happening at Wicks Park Bar and Grille, Wednesday from 6 p.m. until 8 p.m.
- Councilmember White:  
Reminded everyone that Ryan Cummins's last name is not Cummings. There is a new health facility on Blue Star Highway. He agrees with having a background check for the next potential new hire. Congratulated the fire department for their new apparatus. Proud of the fire department or working first responder response time.

**Adjournment:**

*Motion by Muncey, second by Baldwin to adjourn the meeting. Upon voice vote, motion carried unanimously. Mayor Stanton adjourned at 8:30 p.m.*

Respectfully Submitted

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Jamie Wolters, City Clerk



## City Council Agenda Item Report

**FROM:** Cody Hardy, Department of Public Works Assistant Supervisor

**MEETING DATE:** March 20, 2024

**SUBJECT:** City Hall Downspout/Concrete Work

**DESCRIPTION:**

In conjunction with the restoration of City Hall, bids have been collected to redirect the gutter downspouts of City Hall to connect to the city storm sewer. This will include the removal of concrete in front of City Hall, installation of drain lines to Butler St. culvert and pouring new concrete. Landscape restoration is not included in the bids. It is recommended to contract Kramer Services in the amount of \$12,335.00.

**BUDGET ACTION REQUIRED:**

N/A

**COMMITTEE/COMMISSION REVIEW:**

N/A

**LEGAL REVIEW:**

N/A

**SAMPLE MOTION:**

N/A





3/11/2024

City of Saugatuck public works  
3338 blue star hwy.  
Saugatuck, MI 49453

Hi ,

Thank you for sharing interest in Kramer Services. As requested, below is a quote with the discussed services valid for 21 days. Please let us know if you have any questions. We look forward to working with you!

Estimate #2943

Service Name	Estimate Description	Quantity	Rate	Amount
Miscellaneous	concrete demo around city hall (10 yards removed)	1	2300.00	2300.00
Drainage	labor and machine time to install Drainage. 4 inch pvc pipe installed to 4 down spout drains and tied into storm drain in front of building.	1	3200.00	3200.00
Drainage	Drainage material 200 of 4 inch pvc pipe, misc. fitting, glue, 1 bag of concrete mix	1	875.00	875.00
Miscellaneous	pouring of concrete that was removed 745 sq. ft. 4 inches thick	1	5960.00	5960.00
			<b>Total</b>	<b>\$12,335.00</b>

By signing I accept and agree to pay the above estimate upon completion and acknowledge that any payments made with a credit card over \$2,500 will have a 3% fee added to them.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Thank you for your business!**

P.O. Box 883  
Douglas, MI 49406

269-251-4943 info@kramerservices.com



55365 M43  
Bangor, MI 49013  
Office: 269.767.0941

Scott Krohn  
269.217.8910

Jason Krohn  
269.352.7999

Steve Krohn  
616.836.1942

October 4, 2023

City of Saugatuck City Hall Downspouts

Price includes:

Mobilization of equipment  
Barricades/barrels as needed  
Sawcut and remove concrete (apr. 659 sft)  
Manhole tap 2 ea.  
Install 6" pipes to both sides of building w/4" downspouts connectors  
Cleanouts at end of main lines 2 ea.  
659 sft. of 4" concrete  
Total \$18,500.00

Note: No restoration/landscaping included  
Vactor truck included to help locate utilities  
If city does concrete work, deduct \$4300.00

Thanks

  
Steve Krohn  
Krohn Excavating LLC



Grounds Management Solutions  
 6166 124th. Ave.  
 PO Box 1034  
 Fennville, MI 49408

NAME / ADDRESS
City of Saugatuck 102 Butler St. PO Box 86 Saugatuck, MI 49453

Proposal	
DATE	Proposal #
1/19/2024	466

DESCRIPTION	QTY	COST	TOTAL
<b>*** Village Hall Project ***</b>			
Labor - Remove / Recycle Concrete - Front Walk & Culvert St. Panels as Described	1	2,800.00	2,800.00
Labor - Additional Sand / Grade / Compact as needed / Pour new Concrete to replace	1	8,150.00	8,150.00
Labor - Trench & Install Gutter Drain Lines to Butler Street Culvert / Tap Culvert / Mortar Repair Drain Line Taps / Backfill & Compact Drain Line Trenches	1	8,700.00	8,700.00
4" PVC Sch 40 Belled End Pipe	1	1,530.00	1,530.00
Delivery Fee	1	150.00	150.00
4" PVC Sch 40 Fittings	1	474.00	474.00
Misc. - Glue / Mortar / Ect.	1	152.00	152.00
		<b>TOTAL</b>	<b>\$21,956.00</b>



## City Council Agenda Item Report

**FROM:** Ryan Cummins, Interim City Manager

**MEETING DATE:** March 25, 2024

**SUBJECT:** Cemetery Services Agreement Extension

**DESCRIPTION:**

Saugatuck Township has requested to renew the expired agreement for cemetery services. This agreement allows City residents to purchase burial and cremation plots at the in-district rate (\$120), which is significantly lower than the out-of-district rate (\$2,000). In exchange, the City contributes a share of the cemetery's lawn care costs based on population.

**Costs:**

- The City's share is for lawn care only and does not include other cemetery operations or future capital improvements. The lawn care cost under the two-year extension will be less than the prior two years.

**Benefits:**

- City residents will continue to save substantially on burial and cremation plots.

Attached is the previous agreement and proposed extension.

**LEGAL REVIEW:**

Legal has reviewed and has no concern with the extension language.

**SAMPLE MOTION:**

Motion to approve the cemetery services agreement extension between Saugatuck Township and the City of Saugatuck.

## CEMETERY SERVICES AGREEMENT

THIS CEMETERY SERVICES AGREEMENT ("Agreement") is made as of Jan 12, 2021, between Saugatuck Township, a Michigan general law township, the business address of which is 3461 Blue Star Hwy, Saugatuck Michigan 49453 ("Township") and the City of Saugatuck, a Michigan home rule city, the business address of which is 102 Butler Street, Saugatuck, Michigan 49453-0086 ("City").

### RECITALS

A. Act No. 113 of the Public Acts of 1915 authorizes a municipal corporation to join with another to operate, perform or provide a service which each has the power to provide separately.

B. The Township and the City are authorized to acquire, operate, and perpetually maintain cemeteries.

C. The City does not have a cemetery. The Township is the owner of two cemeteries within the Township, known as Riverside Cemetery and Douglas Cemetery (collectively, the "Cemeteries"). For a number of years, the City and Township have shared the costs of operating the Cemeteries, in exchange for which City residents are treated identically to Township residents for purposes of acquiring burial grounds and operations.

D. The Township and City desire to contract to share in the costs of lawn care maintenance of the Cemeteries; in exchange for which City residents will be treated identically to Township residents for purposes of acquiring burial grounds and operations.

### AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the sufficiency of which is acknowledged, the parties agree as follows:

1. Provision of Cemetery Services. During the term of this Agreement the Township will provide the following cemetery services to residents of the City on terms identical to those afforded to residents of the Township: operation and improvement of the Cemeteries; the provision of care for graves in the Cemeteries; and, permitting the purchase and maintenance of burial sites and rights at Township taxpayer/resident rates.

2. Other Terms of Services. The Cemeteries shall be available for use by City and Township residents subject to such rules, regulations and charges pertaining to the use of the Cemeteries established by the Township Board and consistent with the terms of this Agreement, and the availability of the Cemeteries shall be the same for each entity and their constituents. Without limitation, City residents will pay the same rates for grave burial rights as Township taxpayer/residents.

3. Administration and Operation. Except as expressly provided in this Agreement, the Township shall be responsible for administering, operating and maintaining all aspects of the Cemeteries including, without limitation, an obligation to maintain all requisite insurance coverages, provide training for all associated personnel, record keeping, selling of burial rights, grounds maintenance, and grave marking for burials cremains. The City shall be provided with monthly reports for burials made by the Township during the term of this Agreement. The Township and its personnel providing services under the terms of this Agreement are independent contractors and shall not be regarded as employees of the City for any purposes.

4. No Assumption of Liability. It is expressly understood and agreed that the City shall not incur any liability in having the Township provide cemetery services under the terms of this Agreement or in any manner incident thereto. It is further the express intent of the parties that in providing these cemetery services the parties are engaged in an essential governmental function.

5. Compensation. As compensation for the services described in paragraphs 1 and 3 above, which the Township has been providing without compensation from the City since a prior iteration of this Agreement expired on March 31, 2021, the City shall make the following payments to the Township:

On or before February 10, 2022 - \$6,067.21

On or before February 10, 2023 - \$6,431.24

These sums are intended to represent the City's proportionate share of costs incurred by the Township during the period between July 1, 2021, and the expiration of this Agreement.

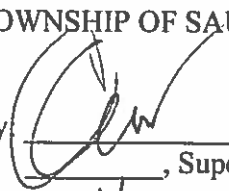
6. Release and Waiver. The Township, on behalf of itself, its agents, assigns, employees and officers, waives the right to assert any and all rights, claims, damages or causes of action against the City, its employees, officers, agents, successors and assigns (collectively and individually, the "City Parties") and fully release and discharge the City Parties from any and all rights, claims, damages or causes of action which Township now has or may have, whether known or unknown, of any kind or nature whatsoever, against the City Parties arising out of or connected in any manner with burials or similar services provide by the Township for or on behalf of City residents (whether pursuant to contract or otherwise) prior to the date of this Agreement or involving actions or omissions by the Township, its officers, employees or agents in providing cemetery services or otherwise operating the Cemeteries during the term of this Agreement.

7. Term. This Agreement shall be effective as of the first date stated above and shall be for a term for two years (July 1, 2021 until June 30, 2023) .

8. Sole Agreement. This Agreement is the only agreement or contract between the parties with respect to the matters referred to herein and no other agreements or understandings of any kind or nature shall be binding on the parties.

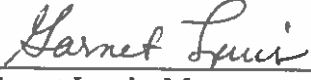
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed pursuant to authority granted by their respective governing bodies, on the day and year first above written.

TOWNSHIP OF SAUGATUCK

By: , Supervisor *Candy Osman*

By:  Clerk

CITY OF SAUGATUCK

By:   
Garnet Lewis, Mayor

By:   
*Jamie Walters* Clerk

**CEMETERY SERVICES AGREEMENT EXTENSION**

This Cemetery Services Agreement Extension (the "Extension") is made between Saugatuck Township and the City of Saugatuck.

TERMS AND CONDITIONS

1. In exchange for the consideration required by this Extension, the Cemetery Services Agreement signed by the parties on January 12, 2022 (the "Agreement") is hereby extended through June 30, 2025.
2. This Extension shall be retroactive back to the date of the Agreement's expiration (June 30, 2023) to the fullest extent permissible by law.
3. As compensation of services performed by the Township in the Extension term, the City shall pay the Township in accordance with the following schedule:
  - On or before March 31, 2024 - \$6,000 for services rendered between July 1, 2023 and June 30, 2024
  - On or before March 31, 2025 - \$6,000 for services rendered between July 1, 2024 and June 30, 2025
4. All other provisions of the Agreement shall remain in full force and effect to the extent not inconsistent with this Extension.

The parties have signed this Extension as of the date first written above.

SAUGATUCK TOWNSHIP

CITY OF SAUGATUCK

By: \_\_\_\_\_  
Abby Bigford, Supervisor

By: \_\_\_\_\_  
Lauren Stanton, Mayor

By: \_\_\_\_\_  
Rebecca Israels, Township Clerk

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

Date signed: \_\_\_\_\_, 2024

Date signed: \_\_\_\_\_, 2024





## City Council Agenda Item Report

**FROM:** Ryan Cummins – Interim City Manager

**MEETING DATE:** 3/25/2024

**SUBJECT:** Sidewalk Seating Request – 449 Water Street – WPBG LLC

**DESCRIPTION:**

Christine Murphy of WPBG, LLC (Wicks Park Bar & Grille), has submitted a request to place 10 picnic tables, 4 tables (of a size to seat four persons), 16 chairs, wood railings, barrels, planters, metal partitions, trash, and sanitation station within and on the public sidewalk and street adjoining the property, to be utilized in conjunction with the restaurant. The seating will be on the west side of the building along Water Street.

Ms. Murphy intends to make a future request for seating along Mary Street once details are known around the area having a solid surface. This request will not approve any seating along Mary Street.

Attached is a Revocable License Agreement that would allow for Wicks Park Bar & Grille to have temporary restaurant seating in the public right-of-way until November 1, 2029. It is of note the seating must still be removed seasonally from November 1 to April 1.

**BUDGET ACTION REQUIRED:**

N/A

**COMMITTEE/COMMISSION REVIEW:**

The Planning Commission and Historic District Commission have both reviewed the request and approved.

**LEGAL REVIEW:**

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

**SAMPLE MOTION:**

Motion to **approve/deny** the Revocable License Agreement for temporary restaurant seating in the public right-of-way for Wicks Par Bar and Grille (WPBG, LLC).

## REVOCABLE LICENSE AGREEMENT

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

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF SAUGATUCK, (hereinafter “City”) a municipal corporation located in Allegan County, Michigan; and Wicks Park Bar and Grille (WPBG LLC), (hereinafter “Licensee”).

#### **Recitals**

- A. Licensee has ownership interest in real property located at 449 Water Street, in the City of Saugatuck, further described as PP No. 03-57-300-068-00. A restaurant is operated on the property.
- B. Licensee desires to place 10 picnic tables, 4 tables (of a size to seat four persons), 16 chairs, wood railings, barrels, planters, metal partitions, trash, and sanitation station within and on the public sidewalk and street adjoining the property, to be utilized in conjunction with the restaurant.
- C. The public sidewalk and street are under the control and jurisdiction of the City and the City is amenable to granting a revocable license to Licensee for the purposes described herein, subject to the terms of this Agreement.

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

#### **Agreement**

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

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

4. This Agreement is subject, without limitation, to the following general restrictions:
  - A. The use of the personal property on the Licensed Premises shall not be conducted in such a way as to become a public nuisance; and Licensee's use of the Licensed Premises shall not interfere with traffic or circulation on any adjoining streets, alleys, sidewalks or public open-space areas.
  - B. The Licensee is responsible for maintaining, in a clean and safe condition, the personal property as well as the Licensed Premises.
  - C. The personal property shall only be located in that area expressly designated on Exhibit A.
5. This Agreement shall not authorize the use or placement of any other personal property within or on the Licensed Premises, including, but not limited, to signage, fencing, trash cans, service stations, or features except those items referenced in Recital B above.
6. The Licensee shall hold the City and its officers, employees, and agents harmless from, and defend and indemnify them against, any and all claims or lawsuits seeking recovery for damage or injury, including death, and against any other legal proceedings instituted against any of them, directly or indirectly, arising from the use or placement of the tables and chairs within and on the public sidewalks or from the City's permitting the Licensee to install and maintain such encroachment, regardless of whether the Licensee or any of its officers, employees, or agents are negligent. The obligations of the Licensee under this paragraph shall survive the termination of this Agreement for a period of three years.
7. The license granted by this Agreement shall expire on November 1, 2029. Notwithstanding the foregoing, the license granted by this Agreement shall be revocable at the will of the City, with or without cause, by the City giving Licensee 15 days written notice of intent to revoke. Upon written notice to Licensee, mailed by regular mail to the Licensee at the property Licensee's address of record (PO Box 58, Saugatuck, MI 49453), Licensee shall forthwith remove the tables, chairs, wood railings, barrels, planters, metal partitions, trash, and sanitation station from within the City right-of-way. In the event the license is revoked, neither Licensee nor its successors or assigns shall be entitled to any compensation.
8. Any food service shall conform to applicable local, county, state, and federal laws, regulations, licensing requirements, and standards, subject to any limits imposed in this license.

9. The Licensee shall obtain, continuously maintain for the duration of this Agreement, and provide the City prior to execution of this Agreement, and from time to time thereafter, with proof acceptable to the City Manager of commercial general liability insurance coverage, naming the City as an additional insured party. Such insurance shall have an initial limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Said insurance must contain comprehensive coverage to insure against any and all claims arising out of or attributable to the encroachment of the tables and chairs into the Licensed Premises or other public right-of-way, regardless of whether the Licensee or any of its officers, employees, or agents are negligent in any manner. The certificate of insurance must contain an unqualified guarantee that the City will be provided with 30 days prior written notice of cancellation, termination, non-renewal, or material change in coverage of the insurance policy provided. If the Licensee fails to maintain the required insurance in force, the City may, at its option, obtain such insurance at its own expense and bill the costs of the same to the Licensee, which costs the Licensee agrees to promptly pay.
10. In no event shall the City be responsible for loss or damage to improvements or personal property owned by the Licensee or its invitees or employees and located on the Licensed Premises, which are caused by fire, theft, loss, vandalism or other casualty.
11. The failure of either party to enforce any covenant or condition of this Agreement shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this License. No provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing.
12. Licensee acknowledges and agrees that the City is the owner of the Licensed Premises, that the license granted under this Agreement involves the permission to enter and use property which is a public right of way, that the public's rights are paramount, and that the Licensee's use under this license may not interfere with the public's rights to the reasonable use of the Licensed Premises. Licensee further acknowledges that its use of the Licensed Premises does not constitute any title, claim of right, or other interest in the Licensed Premises.
13. Violations of a term of this Agreement by Licensee shall result in the suspension of Licensee's rights hereunder with 24-hour notice to Licensee.
14. This license is personal with the Licensee and does not run with the land. This license shall not be assigned or transferred in any manner by the Licensee to any other person or business entity. The City, in its sole discretion, may authorize the assignment or transfer of this license to a third party by amendment to this Agreement or by a separate license agreement.

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

CITY OF SAUGATUCK, a municipal corporation

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

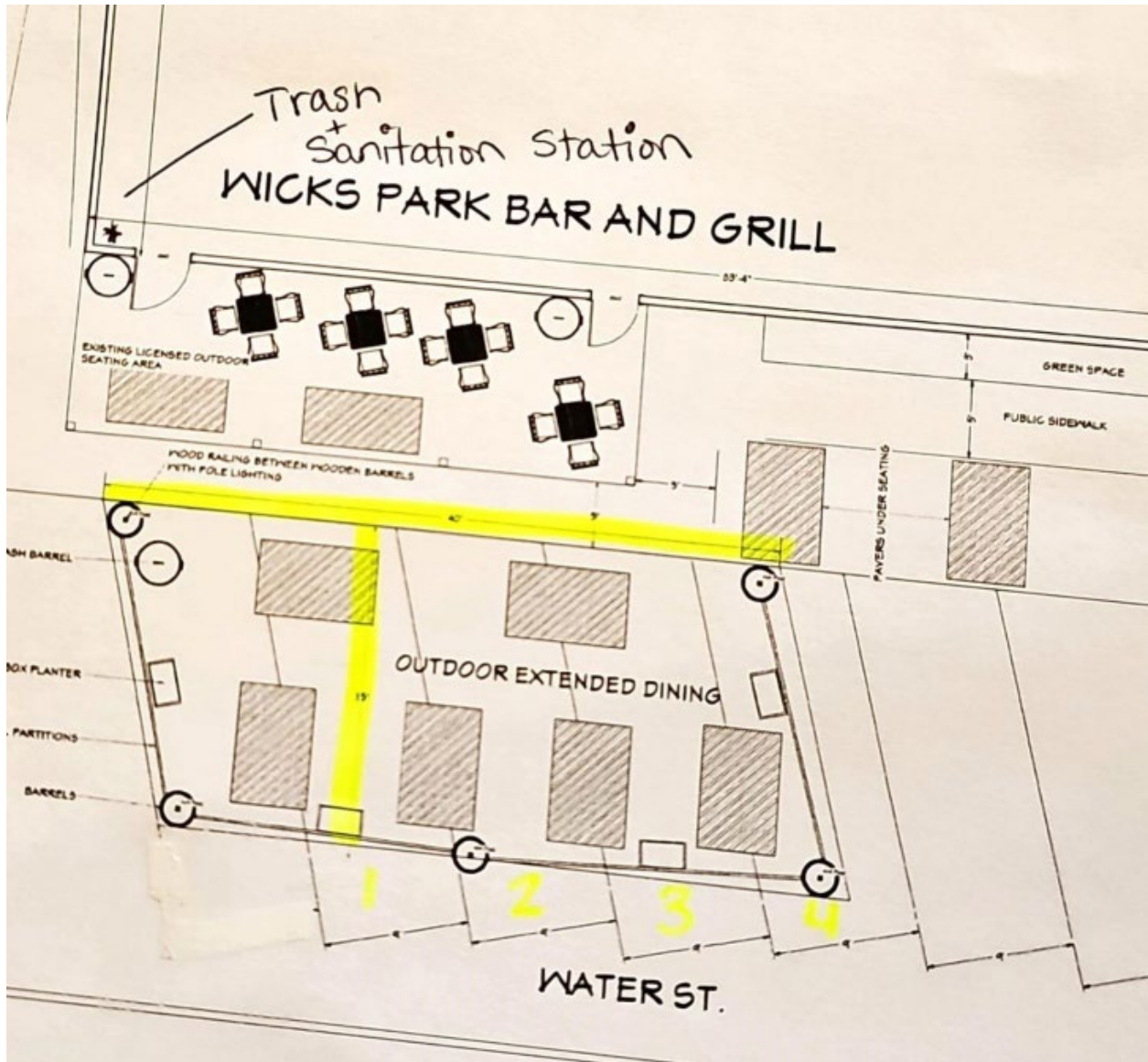
Its: \_\_\_\_\_

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

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

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

EXHIBIT A





City Council Agenda Item Report

**FROM:** Jamie Wolters  
**MEETING DATE:** March 20, 2024  
**SUBJECT:** Special Event-Mt. Baldhead Challenge

**DESCRIPTION:**

The Rotary Club of Saugatuck and Douglas are organizing the Mt. Baldhead Challenge to take place on September 7, 2024. See attached application with race route maps and breakdown of event below. City Staff, Fire, Police, and event organizer will meet closer to the event date to discuss specifics needed from each department.

**BREAKDOWN OF EVENT:**

**Name:** Mt. Baldhead Challenge  
**Date/Time:** 9/7/24, 8:45am-3:00pm  
**Location:** Oval Beach start to Coghlin Park finish  
**Estimated Attendees:** 500  
**Estimated Volunteers:** 70-100  
**Fireworks:** No  
**Alcohol:** Yes  
**Music:** Yes

**BUDGET ACTION REQUIRED:**

N/A

**LEGAL REVIEW:**

N/A

**SAMPLE MOTION:**

Motion to approve/deny the Mt. Baldhead Challenge to take place on September 7, 2024, organized by the Rotary Club of Saugatuck and Douglas.



Council Action	
_____	Approved
_____	Denied
_____	Date

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

### SPECIAL EVENT & PARADE APPLICATION

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

#### SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: Rotary Club of Saugatuck Douglas TELEPHONE: 248-245-4210

MAILING ADDRESS: P.O. Box 211 Douglas, MI 49406

CONTACT NAME: Helen Baldwin TELEPHONE: -

E-MAIL ADDRESS: hbaldwin@gmail.com CELL PHONE: 248-245-4210

#### CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: Helen Baldwin TELEPHONE: -

E-MAIL ADDRESS: hbaldwin0925@gmail.com CELL PHONE: 248-245-4210

#### EVENT INFORMATION

NAME OF EVENT: Mt. Baldhead Challenge DATE(S) OF EVENT: Saturday Sep. 7, 2024

PURPOSE OF EVENT: Support Boys + Girls Club RAIN DATE: n/a

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

EVENT LOCATION: start Oval Beach finish Coghlan Park EVENT HOURS: 8:45am - 3pm

ESTIMATED NUMBER OF ATTENDEES: 500

ESTIMATED NUMBER OF VOLUNTEERS: 7-100

ESTIMATE DATE / TIME FOR SET-UP: Sep. 4, 2024 9  A.M.  P.M.

ESTIMATE DATE / TIME FOR CLEAN-UP: Sep. 7, 2024 3-5  A.M.  P.M.



**EVENT DETAILS**

WILL MUSIC BE PROVIDED DURING THIS EVENT:  Yes  No

TYPE OF MUSIC PROPOSED:  Live  Amplification  Recorded  Loudspeakers

PROPOSED TIME MUSIC WILL BEGIN: 8am END: 3pm

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

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

If yes, describe measures to be taken to prohibit the sale of alcohol to minors: Bar area fenced in, ID checked at entrance

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

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

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

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

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

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

BOOTHS - QUANTITY \_\_\_\_\_  TENTS - QUANTITY 1 20' x 30'  
 AWNINGS - QUANTITY \_\_\_\_\_  TABLES - QUANTITY 10  
 PORTABLE TOILETS - QUANTITY 10

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

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

Will the Interurban be utilized?  Yes  No Time(s) 8am - 1pm

pick up/drop off locations coordinated with InterUrban directly

**DEPARTMENT OF PUBLIC WORKS**

APPROVED  DENIED

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

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

TRASH RECEPTACLES - QUANTITY 10  BARRICADES - QUANTITY TBD pending  
 TRAFFIC CONES - QUANTITY TBD pending course review  PARKING SIGNS - QUANTITY course review  
 FENCING  WATER  ELECTRIC  RESTROOM CLEANING  
 OTHER \_\_\_\_\_

**POLICE DEPARTMENT**

APPROVED  DENIED

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

ADDITIONAL OFFICERS REQUIRED?  Yes  No

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

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

**SAUGATUCK TOWNSHIP FIRE DISTRICT**

APPROVED  DENIED

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

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

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

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

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

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

Parking Lot Location: \_\_\_\_\_  
Sidewalk closure date/time: \_\_\_\_\_  A.M.  P.M.  
Sidewalk re-open date/time: \_\_\_\_\_  A.M.  P.M.

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

# APPLICATION CHECK LIST

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

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

The applicant and sponsoring organization understand and agrees to:

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

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

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

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

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

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



Applicant Signature

*Feb 28, 2024*

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**July 14, 2023**

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	<b>CONTACT NAME:</b> Toni Hanes <b>PHONE (A/C, No, Ext):</b> 1-833-3ROTARY <b>E-MAIL ADDRESS:</b> rotary@ajg.com <b>FAX (A/C, No):</b> 630-285-4062														
<b>INSURED</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Westchester Surplus Lines Insurance Company</td> <td>10172</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Westchester Surplus Lines Insurance Company	10172	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

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

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

INSR LTR	TYPE OF INSURANCE	ADJ INS	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> Liquor Liability Included  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		G73578917 002	7/1/2023	7/1/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$500,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$4,000,000</td></tr> <tr><td>PRODUCTS - COM/POP AGG</td><td style="text-align: right;">\$4,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000	MED EXP (Any one person)	\$	PERSONAL & ADV INJURY	\$2,000,000	GENERAL AGGREGATE	\$4,000,000	PRODUCTS - COM/POP AGG	\$4,000,000		\$
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	\$																				
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>PER STATUTE</td><td style="text-align: right;">OTHER</td></tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$</td></tr> </table>	PER STATUTE	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

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

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

**SAME TWO COURSES!**

# MOUNT BALDHEAD CHALLENGE™

THE ULTIMATE MULTI-TERRAIN RACE

**SATURDAY  
SEPTEMBER 7**

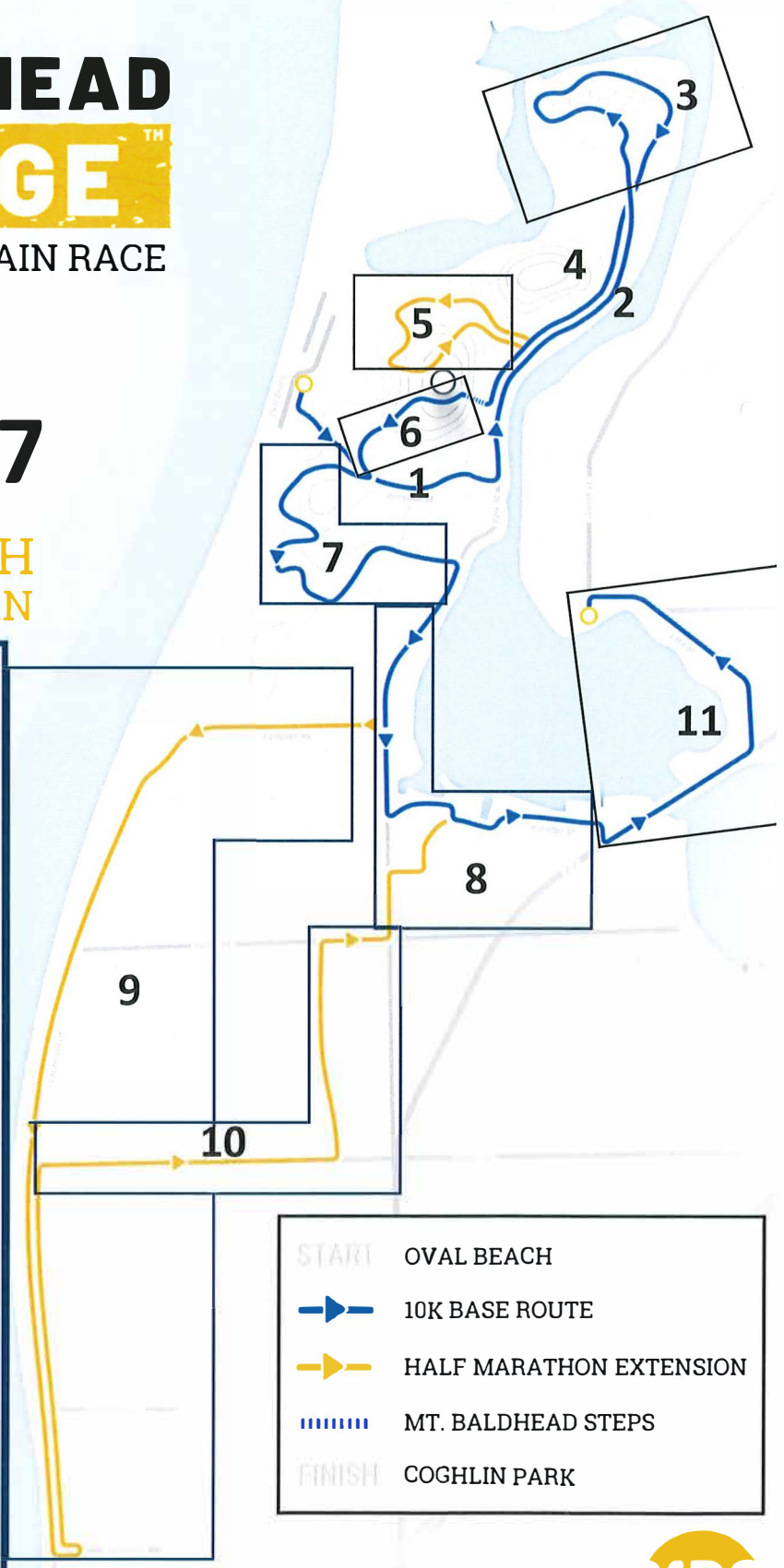
**9 AM • OVAL BEACH  
SAUGATUCK, MICHIGAN**

**CAT Zones**

1. Perryman to Park Street Outbound
2. Park Street to OxBow Northbound
3. OxBow/Crow's Nest Trail
4. Park Street to MBC Steps Southbound
5. Fishtown Loop Trail
6. MBC Steps to Dunegrass via Perryman
7. Dunegrass to Vine and Park Streets
8. Park thru Condos and Marina to Blue Star Hwy.
9. Campbell Rd. to Old Owl back to Wiley on LSD
10. Wiley Rd., Barker Property, Center and Ferry St.
11. Blue Star at Red Dock Boat Ramp to Finish Line

**CAT Team Assignments**

- CAT A: Zones 1-4
- CAT B: Zone 5
- CAT C: Zone 6
- CAT D: Zone 7
- CAT E: Zones 8 & 11
- CAT F: Zones 9 & 10





Coghin Park

Layers

30



## City Council Agenda Item Report

**FROM:** Sara Williams

**MEETING DATE:** 3/25/24

**SUBJECT:** Kalamazoo Lake Harbor Authority Appointment

**DESCRIPTION:**

Kalamazoo Lake Harbor Authority has a current vacancy for the City of Saugatuck representative with term expiring 2/1/2025. Mayor Stanton has recommended Council member Logan White to fill that vacancy.

**BUDGET ACTION REQUIRED:**

N/A

**LEGAL REVIEW:**

N/A

**SAMPLE MOTION:**

Motion to appoint Logan White to the Kalamazoo Lake Harbor Authority with a term ending February 1, 2025.



**City Manager, Planning, Zoning and Project Report**  
March 25, 2024

**Acting City Manager**

**Blue Star Trail**

- Held Zoom meeting with C2AE to discuss current construction estimates and grant funding.
- The Parks and Public Works Committee had further discussion of the pallet sign design and proposed traffic signal. Further discussion is planned for their regular meeting on March 26.
- Grants may cover the pallet sign work and most intersection improvements, but will not cover traffic signal. Costs and review of the recommendations will be forthcoming to Council.
- Uploaded the DNR Trust Fund grant agreement into the DNR grant system.
- C2AE provided the following progress report:
  - THE WORK ACCOMPLISHED IN THE DEFINED PERIOD CONSISTED OF:
    - Reviewed construction cost opinions with the city and township
    - Coordinated with stakeholders to determine updated funding details
    - Ordered soil borings report and recommendation for all trail route sections
    - Completed conceptual layout for 66th St./Cemetery under Saugatuck Township GSA
    - Provided updated renderings and construction cost opinion for palette sign under City of Saugatuck GSA
  - THE ANTICIPATED WORK ELEMENTS IN THE NEXT PERIOD:
    - Coordinate rest area design with township and VDG
    - Discuss final programming selections for outstanding design items
    - Conduct a pre-construction coordination meeting with grant authorities
    - Continue plan development once soil borings report and environmental review comments are received.

**AT&T**

- State Historic Preservation Office (SHPO) approvals remain pending. AT&T submitted alternate analysis documentation to SHPO to review. AT&T's decision on the City's agreement request is pending resolution of SHPO approval.



#### Updated Water/Sewer Agreements

- A framework for an updated water agreement has been prepared and sent to KLSWA for consideration. Still awaiting KLSWA draft of the updated water agreement for further review.
- KLSWA provided the requested well capacity and customer flow data that Baker Tilly needs to assist with water capacity portions of the agreement. Thank you to KLSWA for their work in compiling this.

#### Cemetery Agreement

- The Township's agreement with the City for shared mowing cost of the cemetery in exchange for reduced fees for plots is now expired. An updated agreement was drafted by the Township and reviewed by legal. The agreement was reviewed at the workshop meeting and is on your agenda for approval.

#### Trash/Recycling

- The City's agreement with Republic is set to expire in October. Planning on this being a topic of discussion at the April 3 workshop meeting.

#### Milfoil Treatment

- An agreement for 2024 is not yet approved.
- The contractor will be at the April 3 workshop to present to the Council on the effectiveness of prior treatments. Council direction will be sought on which areas you wish to treat.
- Evaluated prior billings and found some work was incorrectly billed to the City. The contractor will be providing a credit.
- I reached out to Douglas to get their input on the treatment success and whether they renewed for 2024. They have found the treatments to be successful and have renewed for 2024.

#### Saugatuck Harbor Natural Area

- Reviewed the endowment fund agreement.
- The plan for the area needs to be updated to access funds.
- Reviewed historical documents related to a past board. Further evaluation is needed to determine whether a board is still required.

#### Airport Property and Old Landfill

- At the March 20 workshop, Council discussed a potential donor for airport property improvements and a request for evaluation of cross-country trails at the landfill property.
- Based on Council feedback:
  - Staff will engage with the donor to discuss any expectations they may have in making a donation for airport property improvements. Staff will also discuss conservation easement options with Outdoor Discovery Center so Council is

aware of the options before approving a proposal. Staff will also evaluate the amount of Public Works time and ongoing maintenance costs that may be needed.

- Staff will engage with the Township to evaluate an agreement to conduct due diligence required to install cross country trails at the landfill property.

#### Budget and Capital Improvements

- Staff has continued to meet and discuss a budget proposal for the fiscal year 24/25.
- A draft budget will be presented to the Council during your April 17 workshop meeting. We intend to make this workshop dedicated to budget related items.

#### Miscellaneous

- Prepared for and attended Parks and Public Works meeting.
- Attended the Convention and Visitors Bureau meeting.
- Held a Department Head team meeting.
- Attended the Michigan Municipal League Capitol Conference.

#### Planning and Zoning

- Prepared for and attended Zoning Board of Appeals meeting.
- Prepared for and attended Planning Commission meeting.
- Provided requested STR information to the consulting planner.
- Working on providing various items Granicus needs to set up the address identification solution for the City.
- Participated in an interview with WoodTV regarding STR enforcement.
- Prepared a new STR License application based on the new ordinance. Incorporated feedback from the Fire Department and legal.
- Met with the Fire Department to review the STR ordinance changes.
- Reviewed the engineer's recommendations of narrow streets that may be candidates for no parking signage on one side. Sent the list to the Fire Department for their insight.
- Met and talked with several property owners and applicants to answer questions and provide resources.
- Continued follow-up on complaints of code violations throughout the City.
- Completed planning and zoning casework. While serving in dual roles, I plan to provide the detailed list of casework on a monthly basis at the first regular meeting of each month.



### **Treasurer Report**

Below is a summary of notable activities carried out by the Treasurer's Office since the last council meeting on 03/07/2024:

- Paid routine bills
- Completed and disseminated bi-weekly payroll
- Attend monthly fire board meeting
- 2024-2025 Budget discussions



## 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 03/11/2024:

### **First Brush and Leaf Collection of 2024:**

Public Works completed the first city-wide brush and leaf collection of the 2024 season. Individual property owners are encouraged to place their brush and leaf material near the edge of the street for collection. The east side of the Kalamazoo River was serviced on Tuesday March 19<sup>th</sup> and the west side of the river was serviced on Wednesday March 20<sup>th</sup>. Brush and leaf collection services take place once per month throughout the spring and summer before increasing to twice per month in the fall.

### **Oval Beach:**

Interviews continue to be conducted to fill seasonal positions at Oval Beach for the upcoming summer season. Employment opportunities include working at the ticket booth, concession stand, and working beach patrol. Oval Beach is well positioned so far with its employment level and several employees from previous seasons are returning. Roughly 17 staff members have been brought onboard so far.

### **Motor Pool Maintenance:**

- 2008 Ford F-550 Aerial Lift – Annual safety inspection has been completed.
- 2006 Case 580 Super M+ Backhoe – Hydraulic oil tank repair.
- 2018 International Work Star Dump Truck – Recall on blower motor circuit

### **Meetings:**

- **03/11/2024** – DPW Weekly Goals Meeting
- **03/11/2024** – City Council Meeting
- **03/12/2024** – Department Head Team Meeting at City Hall
- **03/14/2024** – Parks/Streets/Oval Beach/Public Works Budget Meeting
- **03/15/2024** – Parks and Public Works Committee Meeting
- **03/15/2024** – DPW Weekly Goals Follow Up Meeting
- **03/18/2024** – DPW Weekly Goals Meeting
- **03/20/2024** – Workshop Meeting
- **03/22/2024** – DPW Weekly Goals Follow Up Meeting

**City of Saugatuck**  
**Status Report of Engineering Activities**  
**March 21, 2024**

General Consultation

- 2023 System-wide Crack Sealing: Due to weather concerns, this work was delayed to spring 2024. It will be completed once temperatures are conducive to the work.
- Grants Workshop: We are discussing the possibility of having grant experts from F&V put together a workshop for council, staff and other interested parties to review the various programs used in the past, recent applications and brainstorming for new opportunities.
- City-wide parking, safety, signage, etc. review: Prepared a letter reviewing on-street parking vs. sight distance concerns. We plan to conduct a kickoff meeting with City staff and F&V traffic team this fall to develop a scope for the broader study, if required.
- N. Park Street Slope Erosion: The work has been incorporated into the 2023 Streets contract with Krohn. Work is scheduled for the spring, due to planting restrictions.
- Bridge Street Resurfacing: The work has been incorporated into the 2023 Streets contract with Krohn. Work is scheduled for the spring, when asphalt plants reopen.
- Capital Improvements Plan Update: The updated plan was presented at the March 6 council workshop. We will be completing the various projects that are in process and preparing proposals for new projects.
- 2024 Asphalt Repairs: A proposal for “mill and fill” asphalt repairs is in process, similar to the work that was done in 2023.

Blue Star Highway Bridge Navigation Lighting

- Bids were received on July 27, 2023 with construction scheduled to be complete prior to Memorial Day 2024. Prepared a Recommendation of Award to the low bidder. Once all three communities have awarded the project, a contract can be prepared.

EGLE Drinking Water State Revolving Fund

- The Intent To Apply was submitted on November 1, 2023 for the 2024 funding round. We are making minor updates to the Project Plan to resubmit in the 2024 round. We anticipate a brief public presentation of the current plan at the May 8 or 22 council workshop to meet the June 1 submittal deadline.

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

- Grass has begun growing, but touch-up is needed.
- A final walkthrough is scheduled for March 26, and punch list items will be addressed.

### Water System Asset Management Plan

- The draft AMP has been prepared and will be finalized based on input from the financial consultant and comments from EGLE.
- The City was awarded funding from EGLE's Community Technical, Managerial, and Financial (TMF) support for lead line replacement grant. This will provide funding to help the City complete its final Distribution System Materials Inventory, which is due in October 2024. The engineering proposal was presented at the March 20 workshop.

### Mt. Baldhead Conceptual Planning

- Prepared conceptual floor plan and isometric drawing for a new restroom building.
- Prepared concept and cost estimate to replace the observation deck area.
- We will be meeting with the PPW Committee on March 26 to review concepts and confirm direction, then developing design proposal(s).

### Mt. Baldhead AT&T Project Assistance

- The EGLE/USACoE Critical Dunes permitting process has been put on hold for now, pending SHPO approvals.

### Maple Street Improvements

- Maple Street (between Blue Star Highway and the work completed in the 2023 Street Improvements project) has been identified as a high priority need for some time. Recent water main breaks have highlighted the need. We are working on developing the project, which is anticipated to involve Saugatuck Township. This project is anticipated to include stormwater management improvements and Olde Mill water service revisions. The project may also include a sidewalk. A proposal for design engineering is in process.

Vendor Name	Description	Amount
1. ALLEGAN COUNTY SHERIFF		
	DEBT CREW	198.00
	DEBT CREW	176.00
	SHERIFF CONTRACT	31,826.12
	TOTAL	32,200.12
2. ALLEGAN COUNTY TREASURER		
	2023 AERIAL IMAGERY	1,092.00
3. C2AE		
	BLUE STAR TRAIL	3,770.87
	BLUE STAR TRAIL	2,222.93
	TOTAL	5,993.80
4. COMCAST		
	INTERNET	193.40
5. COMMERCIAL RECORD		
	PUBLISHING	630.00
6. E DOWD CRANE SERVICE LLC		
	TREE SERVICE	4,590.00
	TREE SERVICE	1,755.00
	TOTAL	6,345.00
7. FRONTIER		
	OVAL BEACH	173.29
8. HERITAGE CRYSTALCLEAN LLC		
	RECYCLED OIL PRODUCTS	210.00
9. HOLLAND P.T.		
	REPAIR DUMP TRUCK	95.69
	SUPPLIES	58.78
	TOTAL	154.47
10. IHLE AUTO PARTS		
	SUPPLIES	375.52
11. KEPPEL'S LOCK & SAFE CO.		
	REPAIRS	801.00
12. LANDSCAPE DESIGN SERVICES INC		
	ROSE GARDEN MAINTENANCE	7,051.50
13. MC CANN INDUSTRIES INC		
	BACKHOE TANK	1,894.60
14. MERCHANTS BANCARD NETWORK		
	BANKING FEES	545.76
15. MICHIGAN GAS UTILITIES		
	BULTER STREET TOILETS	124.69
	CITY HALL	97.54
	TOTAL	222.23
16. MINER SUPPLY CO		
	SUPPLIES	210.36
17. NET2PHONE INC		
	TELEPHONES	215.13
18. PLUMMER'S ENVIRONMENTAL SERVICES IN		
	STREET SWEEPINGS	334.95
19. PRIORITY HEALTH		
	HEALTH INSURANCE	9,552.84
20. RAF ELECTRIC		
	MT BALDHEAD PAVILION	1,706.36
	ELECTRICIAL REPAIRS	3,385.00
	TOTAL	5,091.36
21. REPCOLITE		

Vendor Name	Description	Amount
22. SAUGATUCK DRUG	PAINT	50.50
23. SAUGATUCK FIRE	CLERK	15.56
24. SHORELINE TECHNOLOGY SOLUTIONS	RENTAL INSPECTIONS	1,950.00
25. TRUCK & TRAILER SPECIALTIES	FOIA SEARCHES	1,406.25
	TRUCK LIGHT	178.55
	TRUCK LIGHT	65.48
	TOTAL	244.03
26. WALSH MUNICIPAL SERVICES LLC	CITY MANAGER	6,000.00
27. ZEIGLER GMC OF HOLLAND	REPAIRS GMC	81.06
TOTAL - ALL VENDORS		83,034.73
<b>FUND TOTALS:</b>		
Fund 101 - GENERAL FUND		78,407.71
Fund 202 - MAJOR STREETS		500.00
Fund 203 - LOCAL STREETS		525.00
Fund 661 - MOTOR POOL FUND		3,602.02





## City Council Agenda Item Report

**FROM:** Ryan Cummins, Interim City Manager

**MEETING DATE:** March 25, 2024

**SUBJECT:** Engineering Services for Final Distribution System Materials Inventory

**DESCRIPTION:**

The City was awarded a \$221,600 EGLE Technical, Managerial, and Financial grant to physically verify lead service lines for the required final Distribution System Materials Inventory (DSMI) that is due October 16, 2024.

To complete the final DSMI, the City's Engineering firm, Fleis and Vandenbrink, has proposed a comprehensive scope of services including design, bidding, construction, on-site observation, and required data compilation.

This project, including engineering fees, is fully funded by the EGLE grant. Completing the final DSMI is a regulatory requirement and is crucial for managing lead service line replacement efforts. The project will provide valuable data to prioritize future lead service line replacements.

Attached is a copy of the grant agreement and engineering services proposal.

**LEGAL REVIEW:**

The City Attorney will be at your meeting to answer any questions you may have.

**SAMPLE MOTION:**

Motion to approve the Community Technical, Managerial, and Financial Support for Lead Service Line Replacement Grant Agreement between the Michigan Environment, Great Lakes, and Energy and the City of Saugatuck.

Motion to approve the Fleis & VandenBrink EGLE Technical, Managerial, and Financial Grant Proposal for Engineering Services in the amount of \$55,500.



March 18, 2024

Via Email: [rcummins@saugatuckcity.com](mailto:rcummins@saugatuckcity.com)

Ryan Cummins  
City of Saugatuck  
102 Butler Street  
Saugatuck, MI 49453

**RE: EGLE Technical, Managerial, and Financial Grant  
Proposal for Engineering Services**

Dear Ryan,

Congratulations once again on the City receiving the Michigan Department of Environment, Great Lakes and Energy (EGLE) Technical, Managerial and Financial (TMF) grant! The City received \$221,600 in funding, 100% grant. This program was established to fund physical verification of lead services lines, which is required for preparation of the City's final Distribution System Materials Inventory (DSMI), due October 16, 2024.

We prepared a preliminary DSMI in 2019 to meet EGLE's January 1, 2020 deadline for that work. The preliminary DSMI incorporated available records and local knowledge to estimate the number of lead services to be replaced by the 2040 deadline. The preliminary DSMI included a number of "unknown" service material types, which was very common, as few communities had complete construction records or similar data available.

To prepare the final DSMI, a percentage of the unknown services will be physically exposed through hydrovac excavation, using a vactor truck or similar, at the corporation stop (connection point to the water main) and/or curb stop (typically near the right of way line). After data is recorded, the excavations are backfilled and surface is restored (grass, asphalt, concrete, etc.). Work also includes entering homes and businesses (as practical) to record the material type entering the building. The grant covers both the construction work (excavation & restoration) and associated engineering. We propose the following Scope of Services to assist you:

## Scope of Services

### Design Phase

- Assist the City with receiving the grant, making reimbursement requests and other EGLE communications throughout the grant period.
- Work with City and Kalamazoo Lake Sewer & Water Authority (KLSWA) staff to refine the list of unknown services. Develop a random sample (approximately 30%) to be investigated.

- Prepare a draft bid package for the excavation and restoration work. The bid package will consist of contract specifications, technical specifications and a list of addresses.
- Review the bid package with City staff and make revisions as required.

### Bidding Phase

- Prepare and submit the advertisement for bids. Contact potential bidders directly and place the advertisement with plan rooms.
- Assemble bidding documents and distribute electronic (PDF) copies to plan rooms. Bid documents will also be available for review on our website.
- Issue electronic bid documents to prospective bidders.
- Answer bidder questions and provide supplemental information, if necessary.
- Conduct a public bid opening to be held at City Hall.
- Tabulate and review the bids received, evaluate references and provide a Recommendation of Award to the City.

### Construction Phase

- After an award is made by the City, review bonds and insurance certificates provided by the successful bidder for conformance with the specifications. Prepare construction contracts for City signature. After contracts have been executed, prepare the Notice to Proceed.
- Assist City staff with preparing notices to go out to affected property owners and the general public. Assist City staff in responding to concerns and questions during construction.
- Schedule and attend a pre-construction meeting with the City, Contractor and utility companies, as appropriate. Prepare and distribute meeting minutes.
- Provide project administration and engineering during the construction period. Tasks will include:
  - Review Contractor pay applications and, if appropriate, submit a recommendation to the City for payment.
  - Prepare contract change orders, as necessary, and submit recommendation to the City for approval.
  - Maintain project records.
- Provide on-site observation and testing during project construction activities. We have included 225 hours of field time in our fees. The field technician's duties will include:
  - Provide record keeping of construction activities.
  - Address complaints filed with the City, if any.
  - Assist the Contractor with coordinating access inside homes and businesses, as practical, to document material type that enters the building.
- Conduct a final walk-through meeting on site with the Contractor and City staff to review the restoration work. Prepare a final punch list of remaining work items. Provide follow-up review to see that the punch list items have been completed.
- Coordinate final payment with release of retainage and contract closeout.
- Compile the data obtained and assist City staff with preparing and submitting the final DSMI.

### Anticipated Schedule

We anticipate the following schedule for this project:

- Authorization: March 2024
- Design: April/May 2024
- Bidding: May/June 2024
- Pre-Construction Activities: June 2024
- Construction: July – September 2024
- Final DSMI Submittal: October 16, 2024

## Engineering Budget

We propose to complete the Scope of Services outlined above for the following lump sum fees:

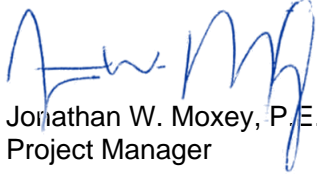
Phase	Task	Fee
Design	Bid Package	\$ 5,300
Bidding	Bidding Assistance	\$ 2,200
Construction	Construction Engineering/Administration	\$ 11,400
	On-Site Observation & Record Keeping	\$ 28,200
	Contract Closeout & Data Compilation	\$ 8,400
<b>Total Proposed Fee</b>		<b>\$ 55,500</b>

The proposed engineering fees are eligible for 100% reimbursement through the grant.


Authorization to proceed with the work can be given by returning a copy of this proposal, signed below as indicated. In the meantime, please feel free to contact us with any questions.

Sincerely,

FLEIS & VANDENBRINK



Jonathan W. Moxey, P.E.  
Project Manager



Don DeVries, P.E.  
Principal

Cc: Scott Herbert, Department of Public Works

### WORK AUTHORIZATION

*Fleis & VandenBrink is hereby authorized to proceed with the Scope of Services presented in this proposal in accordance with the existing Professional Services Agreement for General Consultation dated November 13, 2018.*

By \_\_\_\_\_

Date \_\_\_\_\_



**COMMUNITY TECHNICAL, MANAGERIAL, AND FINANCIAL SUPPORT FOR LEAD SERVICE LINE REPLACEMENT GRANT AGREEMENT (ARP FUNDED)**

BETWEEN THE

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY AND THE CITY OF SAUGATUCK**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Finance Division** ("State"), and the **City of Saugatuck** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to P.A. 166 of 2022. This Agreement is subject to the terms and conditions specified herein.

**PROJECT INFORMATION:**

Project Name: SLV

Project #: TMF-040

Amount of grant: \$221,600

% of grant federal 100%

Amount of match: none required

PROJECT TOTAL: \$221,600

Start Date: 10/1/2023

End Date: 9/15/2026

**FISCAL RECOVERY FUND (FRF) ITEMS:**

Recipient Type: Subrecipient

Can be used for allowable expenditures incurred on/or after: 10/1/2023

Federal Awarding Agency: US Department of Treasury

CFDA Number and Name: 21.027

FAIN Number: SLFRP0127

Research and Development Award:  Yes  No

SLFRF Category: 5.15 Drinking water: Other water infrastructure

SLFRF Short Name: FRF4873-TMF040

Major Program: ARPTMF

**GRANTEE CONTACT INFORMATION:**

Name/Title: Lauren Stanton, Mayor

Organization: City of Saugatuck

Address: 102 Butler St

City, State, ZIP: Saugatuck, MI 49453

Phone Number: (616) 970-4568

E-Mail Address: lstanton@saugatuckcity.com

Federal ID: 38-6007203

Grantee UEI Number: MC1MVE3798T5

SIGMA Vendor Number: CV0048414

Address Code (if applicable): 001

**STATE'S CONTACT INFORMATION:**

Name/Title: Arielle Lytkowski, Department Analyst

Division/Bureau/Office: Finance Division

Address: 27700 Donald Court

City, State, ZIP: Warren, MI 48092

Phone Number: (586) 917-5277

E-Mail Address: LytkowskiA@michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

**FOR THE GRANTEE:**

Lauren Stanton, Mayor

---

Signature

Name/Title

Date

**FOR THE STATE:**

Kelly Green, Administrator

---

Signature

Name/Title

Date

## **I. PROJECT SCOPE**

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

## **II. AGREEMENT PERIOD**

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

## **III. CHANGES**

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

## **IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS**

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

<b>Reporting Period</b>	<b>Due Date</b>
January 1 – March 31	April 10
April 1 – June 30	July 10
July 1 – September 30	Before October 10*
October 1 – December 31	January 10

\*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a

report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

## **V. GRANTEE RESPONSIBILITIES**

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant, including Uniform Guidance for Federal Awards (2 CFR 200).

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

## **VI. USE OF MATERIAL**

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.



The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

## **VII. ASSIGNABILITY**

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

## **VIII. SUBCONTRACTS & SUBAWARDS**

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

For all Subawards - 2 CFR 200.331 – 200.333 Subrecipient Monitoring and Management All pass-through entities must:

**A)** Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

(1) Federal award identification.

- (i) Subrecipient name (which must match the name associated with its unique entity identifier)
- (ii) Subrecipient's unique entity identifier
- (iii) Federal Award Identification Number (FAIN)
- (iv) Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency
- (v) Subaward Period of Performance Start and End Date
- (vi) Subaward Budget Period Start and End Date
- (vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient
- (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation
- (ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity

- (x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)
- (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity
- (xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement
- (xiii) Identification of whether the award is R&D; and
- (xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414

(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports.

(4) (i) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:

(A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;

(B) The de minimis indirect cost rate.

(ii) The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).

(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part.

(6) Appropriate terms and conditions concerning closeout of the subaward.

**B)** Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

(1) The subrecipient's prior experience with the same or similar subawards.

(2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of this part, and the extent to which the same or similar subaward has been audited as a major program.

(3) Whether the subrecipient has new personnel or new or substantially changed systems.

(4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

**C)** Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in § 200.208.

**D)** Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

(1) Reviewing financial and performance reports required by the pass-through entity.

(2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.

(3) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521.

(4) The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

**E)** Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

(1) Providing subrecipients with training and technical assistance on program-related matters; and

(2) Performing on-site reviews of the subrecipient's program operations;

(3) Arranging for agreed-upon-procedures engagements as described in § 200.425.

**F)** Verify that every subrecipient is audited as required by Subpart F of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501.

**G)** Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

(h) Consider taking enforcement action against noncompliant subrecipients as described in § 200.339 of this part and in program regulations.

**H) 200.333 Fixed amount subawards**

With prior written approval from the Federal awarding agency, a pass-through entity may provide subawards based on fixed amounts up to the Simplified Acquisition Threshold, provided that the subawards meet the requirements for fixed amount awards in §200.201 Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts.

**IX. NON-DISCRIMINATION**

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

**X. UNFAIR LABOR PRACTICES**

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

**XI. LIABILITY**

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

**XII. CONFLICT OF INTEREST**

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

**XIII. ANTI-LOBBYING**

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

#### **XIV. DEBARMENT AND SUSPENSION**

Each eligible applicant must obtain a Unique Entity Identifier (UEI) and maintain an active registration with the Federal System for Award Management (SAM). The SAM website is: <https://www.sam.gov/SAM>.

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at [www.SAM.gov](http://www.SAM.gov) to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2)
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

#### **XV. AUDIT AND ACCESS TO RECORDS**

##### Federal Audit Requirements

- (A) (2 CFR 200.501) Audit required. A non-federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program specific audit conducted for that year in accordance with the provisions of this part
- (B) (2 CFR 200.508) Auditee requirements:
  - a. Procure or otherwise arrange for the audit, if required.
  - b. Prepare appropriate financial statements, including the schedule of expenditures of Federal awards.
  - c. Promptly follow up and take corrective action on the audit findings.
  - d. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained through December 31, 2031.

## **XVI. INSURANCE**

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

## **XVII. OTHER SOURCES OF FUNDING**

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

## **XVIII. COMPENSATION**

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

## **XIX. CLOSEOUT**

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

(D) Any funds received under the authorizing legislation for this program expended by the eligible applicant in a manner that does not adhere to the American Rescue Plan 117-2 or Uniform Guidance 2 CFR 200, as applicable, shall be returned to the state. If it is determined that an eligible applicant receiving funds under this act expends any funds under this act for a purpose that is not consistent with the requirements of the American Rescue Plan, Public Law 117-2, or Uniform Guidance 2 CFR 200, the state budget director is authorized to withhold payment of state funds, in part or in whole, payable from any state appropriation.

## **XX. CANCELLATION**

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

## **XXI. TERMINATION**

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract.
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees.
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

**XXII. IRAN SANCTIONS ACT**

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

**XXIII. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION (PII) AND THE PRIVACY ACT.**

In accordance with the Uniform Guidance (including but not limited to, sections §200.303 and §200.338) and the Privacy Act of 1974 (5 U.S.C. § 552a), the recipient is required to take reasonable measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

**XXIV. STATUTORY CATEGORIES FOR USE OF FISCAL RECOVERY FUND (FRF)**

The four statutory categories for use of FRF funds are included below as outlined in the guidance. The program design has been approved to ensure that the program meets one of the requirements below. Appendix A provides additional details on eligible uses to ensure it aligns with Treasury's guidance.

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts
- (2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work
- (3) For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency
- (4) To make necessary investments in water, sewer, or broadband infrastructure

Treasury's Final Rule details compliance responsibilities and provides additional information on eligible and restricted uses of SLFRF award funds and reporting requirements. Your organization



should review and comply with the information contained in Treasury’s Interim Final Rule, and any subsequent final rule when building appropriate controls for SLFRF award funds.

## **XXV. PUBLICATIONS**

Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0127 awarded to The State of Michigan by the U.S. Department of the Treasury.”

### **Use of Funds Restrictions:**

First, a recipient may not use SLFRF funds for a program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19. A program or service that imposes conditions on participation or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19 is not a permissible use of SLFRF funds.

Second, a recipient may not use SLFRF funds in violation of the conflict-of-interest requirements contained in the Award Terms and Conditions or the Office of Management and Budget’s Uniform Guidance, including any self-dealing or violation of ethics rules. Recipients are required to establish policies and procedures to manage potential conflicts of interest.

Lastly, recipients should also be cognizant that federal, state, and local laws and regulations, outside of SLFRF program requirements, may apply. Furthermore, recipients are also required to comply with other federal, state, and local background laws, including environmental laws and federal civil rights and nondiscrimination requirements, which include prohibitions on discrimination on the basis of race, color, national origin, sex, (including sexual orientation and gender identity), religion, disability, or age, or familial status (having children under the age of 18).

## **PROGRAM-SPECIFIC BOILERPLATE**

## **XXVI. DISCLOSURE OF INFORMATION**

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.

## **XXIX. PREVAILING WAGE and LABOR AGREEMENT**

This project is subject to the Davis-Bacon Act, 40 U S C 276a, *et seq*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over \$2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.

## FEDERALLY FUNDED PROGRAM-SPECIFIC BOILERPLATE

Funds were added under sections 602 and 603 of section 9901 of the Social Security Act of section 9901 of Public Law No. 117-2, known as American Rescue Plan Act of 2021 (“ARPA”), signed into law on March 11, 2021 <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds> as the Coronavirus State and Local Fiscal Recovery Funds (“FRF”). The State of Michigan was awarded \$6.54 billion dollars under the Fiscal Recovery Fund, on May 13, 2021.

OMB Uniform Guidance for Non-federal Agencies Receiving These Funds The U.S. Department of Treasury has indicated in the Coronavirus State and Local Fiscal Recovery Fund Frequently Asked Questions that are accessible at U.S. Department of Treasury State and Local Fiscal Recovery Funds, located at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>, that the SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the “Uniform Guidance”). All reimbursements requested under this program should be accounted for with supporting documentation. Eligible applicants should maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with federal Uniform Guidance, funds received under this program shall be included on the eligible applicant’s Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant’s Single Audit.

Programs are required to follow the Uniform Guidance provisions that are included in the document. Applicants must review the eCFR Uniform Guidance at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1> for complete requirements.

The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the “Uniform Guidance”). In all instances, your organization should review the Uniform Guidance requirements applicable to your organization’s use of SLFRF funds, and SLFRF-funded projects. The following sections provide a general summary of your organization’s compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the 2022 OMB Compliance Supplement Part 3. Compliance Requirements (issued May 12, 2022).

The Award Terms and Conditions of the SLFRF financial assistance agreement sets forth the compliance obligations for recipients pursuant to the SLFRF statute, the Uniform Guidance, and Treasury’s Final Rule. Recipients should ensure they remain in compliance with all Award Terms and Conditions.

## PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

### Project Overview:

This project involves work related to the development of the City of Saugatuck’s (Saugatuck) lead service line replacement (LSLR) program. Field verification will be conducted for approximately 229 service lines at properties where lead is suspected but not confirmed or where service line material is unknown but likely contains lead, based on Saugatuck’s knowledge of service line materials at the time of this agreement. This includes effort by contractor staff to pothole on either side of each curb stop and perform in-building investigation to document service line materials. Some locations will also be potholed at the corporation stop to determine the presence of goosenecks, which are short sections of material used for connection between the corporation stop and the service line piping. This project includes applicable restoration to original condition of potholed locations.

### EGLE approved estimated project costs include:

Activity	Budget
Service Line Verification	\$221,600
Project Planning Document Development	\$0
Public Outreach/Education	\$0
<b>Total Task: TMF LSLR</b>	<b>\$221,600</b>
<b>Total Grant Amount</b>	<b>\$221,600</b>

Indirect costs are not allowed under this agreement.

\_\_\_\_\_  
Grantee  
initials

Based upon guidance governing ARPA funding, EGLE has made the determination that all work pertaining to this project, including any sub-grantee activity, must be completed by September 31, 2026.

### Program-specific Requirements:

- a) Non-professional contractor services should be competitively bid.
- b) A signed contract is needed for contracted services greater than \$50,000 prior to reimbursement.
- c) Tangible, permanent construction activities, including the replacement and/or repair of service lines, are not eligible for reimbursement under this grant.
- d) Projects that include funding for DWSRF project planning document development, must submit a lead service line replacement project planning document no later than Spring of 2026 (DWSRF deadline for fiscal year 2027 funding).

- e) Force account may be utilized with justification documenting the need. Force account fringe benefits are limited to 40 percent and holiday and overtime pay is not grant eligible. Utility indirect costs (rent, overhead, etc.) are not grant eligible. A detailed summary sheet(s) including name, title, hours worked, per hour compensation (show wages and fringes) of each municipal employee with time billed to the project, along with a description of the service the employee provided, is needed for reimbursement.
- f) Completion of grant funded work does not constitute approval by the Department of Environment, Great Lakes, and Energy's Drinking Water and Environmental Health Division to meet a regulatory obligation. All compliance related questions need to be directed to your district engineer. All water systems need to meet required compliance deadlines and approval and execution of this grant contract does not alter a water supply's obligation to meet compliance deadlines.

If you need this information in an alternate format, contact [EGLE-Accessibility@Michigan.gov](mailto:EGLE-Accessibility@Michigan.gov) or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at [EGLE-NondiscriminationCC@Michigan.gov](mailto:EGLE-NondiscriminationCC@Michigan.gov) or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.



## City Council Agenda Item Report

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

**MEETING DATE:** March 25, 2024

**SUBJECT:** Short-Term Rental, Noise, and Zoning Fines

**DESCRIPTION:**

The City’s Short Term Rental Task Force met for several months and finalized its report at the end of September. The Planning Commission discussed the Task Force recommendations for several months and recommended several ordinance changes, including zoning amendments, a STR police-powers licensing ordinance, and noise ordinance amendments. The City Council approved the recommended ordinances at their regular meeting on February 29.

The STR Task Force recommended the following:

Encourage the review of assessing monetary fines/fees to property owners who are in violation of the short-term rental ordinance and Saugatuck Township Fire District requirements. Such fines/fees would be tracked in an enforcement database.

Many of the City’s existing fines have not been updated in several years. Fines for the new STR licensing ordinance should also be established. Staff recommends the following:

<b>Violation</b>	<b>Current Fine</b>	<b>Recommended Fine</b>
Renting Dwelling Unit Less than 31 Days without STR License	Not Established – New Ordinance	1 <sup>ST</sup> Violation - \$1,500 2 <sup>nd</sup> Violation - \$3,000 3 <sup>rd</sup> Violation - \$5,000
Exceeding Maximum STR Occupancy	Not Established – New Ordinance	1 <sup>ST</sup> Violation - \$500 2 <sup>nd</sup> Violation - \$1,000 3 <sup>rd</sup> Violation - \$2,500

STR Not Compliant with Zoning	Not Established – New Ordinance	1 <sup>ST</sup> Violation - \$500 2 <sup>nd</sup> Violation - \$1,000 3 <sup>rd</sup> Violation - \$2,500
Failure to Remedy	Not Established – New Ordinance	1 <sup>ST</sup> Violation - \$250 2 <sup>nd</sup> Violation - \$500 3 <sup>rd</sup> Violation - \$1,000
Fraudulent Complaint about STR	Not Established – New Ordinance	1 <sup>ST</sup> Violation - \$250 2 <sup>nd</sup> Violation - \$500 3 <sup>rd</sup> Violation - \$1,000
STR Violating Standards and Regulations – All Others	Not Established – New Ordinance	1 <sup>ST</sup> Violation - \$250 2 <sup>nd</sup> Violation - \$500 3 <sup>rd</sup> Violation - \$1,000
Unlawful Noise	1 <sup>ST</sup> Violation - \$25 2 <sup>nd</sup> Violation - \$100 3 <sup>rd</sup> Violation - \$250	1 <sup>ST</sup> Violation - \$150 2 <sup>nd</sup> Violation - \$300 3 <sup>rd</sup> Violation - \$500
Zoning Code	1 <sup>ST</sup> Violation - \$100 2 <sup>nd</sup> Violation - \$300 3 <sup>rd</sup> Violation - \$500	1 <sup>ST</sup> Violation - \$250 2 <sup>nd</sup> Violation - \$500 3 <sup>rd</sup> Violation - \$1000

The zoning fines would be updated to be the same amount as current building code violations.

The more egregious STR violations are shown as having a higher fine amount. For reference, the City of Muskegon recently updated its STR enforcement plan and fines and set STR fine amounts very similarly - \$250 for a first violation, \$500 for a second violation, and \$1,000 for a third violation.

Attached is a resolution establishing STR fees and an amendment to Sec. 10.21(D) of the City Code updating the City’s schedule of fines, consistent with the chart above.

**LEGAL REVIEW:**

The fine recommendations have been discussed with the City Attorney. The City Attorney prepared the draft resolution and ordinance.

**SAMPLE MOTION:**

Motion to approve Resolution No. 240325-A establishing fines for short-term rental ordinance violations.

Motion to approve Ordinance No. 240325-A amending the schedule of fines in the City code.

**CITY OF SAUGATUCK  
COUNTY OF ALLEGAN  
STATE OF MICHIGAN**

**RESOLUTION NO. 240325-A**

**A RESOLUTION ESTABLISHING FINES FOR SHORT-TERM RENTAL ORDINANCE VIOLATIONS**

Council Member \_\_\_\_\_, offered the following resolution and moved for its adoption, seconded by Council Member \_\_\_\_\_:

**RECITALS**

WHEREAS, the City of Saugatuck (the “City”) has adopted a Short-Term Rental Licensing Ordinance (No. 240229-B); and

WHEREAS, the Short-Term Rental Licensing Ordinance (the “STR Licensing Ordinance”), Section 99.62(A), provides that the City Council will, by resolution, establish civil fines for violations the City’s short-term rental (“STR”) regulations; and

WHEREAS, pursuant to Public Act 236 of 1961, as amended, being MCL 600.8701 through 600.8735, and Section 10.21 of the City Code, the City has the authority to establish and amend a schedule of fines for ordinance violations; and

WHEREAS, the City has determined the appropriate fines for violations of the STR Licensing Ordinance and wishes to establish those fines herein.

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council hereby approves the establishment of a Schedule of Fines for violations of the Short-Term Rental Licensing Ordinance (No. 240229-B) and other applicable provisions of the City Code pertaining to short-term rentals.
2. *Schedule of Fines for Violations of the STR Licensing Ordinance.* The following schedule of fines is hereby adopted by the City Council for the City of Saugatuck for violations of Short-Term Rental Licensing Ordinance (No. 240229-B) and other violations of the City Code pertaining to short-term rentals:

*(Remainder of page is intentionally left blank)*



<b>Violation</b>	<b>Fine</b>
Violation of §99.54: Unlicensed STR	1 <sup>st</sup> Violation - \$1,500 2 <sup>nd</sup> Violation - \$3,000 3 <sup>rd</sup> Violation - \$5,000
Violation of §99.57(A): Exceeding Maximum STR Occupancy	1 <sup>st</sup> Violation - \$500 2 <sup>nd</sup> Violation - \$1,000 3 <sup>rd</sup> Violation - \$2,500
Violation of §99.57(F): STR Zoning Violation	1 <sup>st</sup> Violation - \$500 2 <sup>nd</sup> Violation - \$1,000 3 <sup>rd</sup> Violation - \$2,500
Violation of § 99.60: Failure to Remedy Violation	1 <sup>st</sup> Violation - \$250 2 <sup>nd</sup> Violation - \$500 3 <sup>rd</sup> Violation - \$1,000
Violation of § 99.61(G): Fraudulent Complaint about STR	1 <sup>st</sup> Violation - \$250 2 <sup>nd</sup> Violation - \$500 3 <sup>rd</sup> Violation - \$1,000
All other violations of Chapter 99.5	1 <sup>st</sup> Violation - \$250 2 <sup>nd</sup> Violation - \$500 3 <sup>rd</sup> Violation - \$1,000

3. This schedule of fines may be updated or amended from time to time by resolution of the City Council.
4. All resolutions and parts of resolutions in conflict herewith are, to the extent of such conflict, repealed.

YEAS: Council Members: \_\_\_\_\_

NAYS: Council Members: \_\_\_\_\_

ABSTAIN: Council Members: \_\_\_\_\_

ABSENT: Council Members: \_\_\_\_\_

**ADOPTED** this 25th day of March, 2024

**CITY OF SAUGATUCK**

BY: \_\_\_\_\_

Lauren Stanton, Mayor

BY: \_\_\_\_\_  
Jamie Wolters, City Clerk

**CERTIFICATION**

I, Jamie Wolters, the duly appointed clerk of the City of Saugatuck do hereby certify the foregoing is a true and complete copy of a resolution adopted by the City Council at a regular meeting held March 25, 2024.

Signed: \_\_\_\_\_  
Jamie Wolters, City Clerk

**CITY OF SAUGATUCK  
ALLEGAN COUNTY, MICHIGAN**

**AMENDMENT TO SCHEDULE OF FINES IN CITY CODE**

**ORDINANCE NO. 240325-A**

At a meeting of the City Council of the City of Saugatuck, Allegan County, Michigan, held at the City of Saugatuck Hall on March 25, 2024 at 7:00 p.m., City Council Member \_\_\_\_\_ moved to adopt the following ordinance, which motion was seconded by City Council Member \_\_\_\_\_.

*An Ordinance to amend the City of Saugatuck City Code, Title I, Chapter 10, Section 10.21(D) to update the City’s Schedule of Fines to, among other things, adopt a schedule of fines for short-term rental ordinance violations, for unlawful noise violations, and to amend the existing schedule as to nuisance violations under the zoning code to better protect the public health, safety, and general welfare of the City, its residents, and visitors.*

THE CITY OF SAUGATUCK, ALLEGAN COUNTY, ORDAINS:

**SECTION 1: AMENDMENT TO TITLE I, CHAPTER 10, SECTION 10.21(D) OF THE CITY CODE.** The City of Saugatuck Code of Ordinances, Title I, Chapter 10, Section 10.21(D) shall be amended and will now read as follows:

(D) *Schedule of fines established.*

(1) A schedule of civil fines payable at the Bureau for admissions of responsibility by persons served with municipal ordinance violation notices is hereby established. The fines for the violations listed below shall be as follows.

<i>Chapter</i>	<i>Ordinance Name/Type of Violation</i>	<i>Fine for First Violation</i>	<i>Fine for Second Violation</i>	<i>Fine for Third or Any Subsequent Violation</i>
<a href="#">Ch. 50</a>	Garbage and Rubbish	\$25	\$100	\$250
<a href="#">Ch. 72</a>	Toy Vehicles (Skateboards)	\$25	\$100	\$250
<a href="#">Ch. 91</a>	Animals	\$25	\$100	\$250

<a href="#">Ch. 93</a>	Inoperable Motor Vehicles	\$25	\$100	\$250
<a href="#">Ch. 94</a>	Nuisances	\$25	\$100	\$250
<a href="#">Sec. 94.04</a>	Unlawful Noise	\$150	\$300	\$500
<a href="#">Ch. 96</a>	Streets and Sidewalks	\$25	\$100	\$250
Sec. 99.5	Short-Term Rentals: Unlicensed STR	\$1,500	\$3,000	\$5,000
Sec. 99.5	Short-Term Rentals: Exceeding Maximum Occupancy; STR Zoning Violation	\$500	\$1,000	\$2,500
Sec. 99.5	Short-Term Rentals: Failure to Remedy Violation; Fraudulent STR Complaint; All Other Violations	\$250	\$500	\$1,000
<a href="#">Ch. 110</a>	Business License	\$100	\$300	\$500
<a href="#">Ch. 112</a>	Garage Sales	\$25	\$100	\$250
<a href="#">Ch.150</a>	Building Code	\$250	\$500	\$1,000
<a href="#">Ch.150</a>	International Fire Code	\$250	\$500	\$1,000
<a href="#">Ch. 151</a>	Flood Damage Prevention	\$250	\$500	\$1,000
<a href="#">Ch. 152</a>	Historic District	\$100/\$2,500	\$300/\$3,000	\$500/\$5,000

<a href="#">Ch. 153</a>	Subdivision Regulations	\$250	\$500	\$1,000
<a href="#">Ch. 154</a>	Waterfront Construction	\$250	\$500	\$1,000
<a href="#">Ch. 154</a>	Zoning Code	\$250	\$500	\$1,000

**SECTION 2: REPEAL.** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

**SECTION 3: SEVERABILITY.** If any section, clause, or provision of this Ordinance be declared unconstitutional or otherwise invalid by a court of competent jurisdiction, said declaration shall not affect the remainder of the Ordinance. The City Council hereby declares that it would have passed this Ordinance and each part, section, subsection, phrase, sentence and clause irrespective of the fact that any one or more parts, sections, subsections, phrases, sentences, or clauses be declared invalid.

**SECTION 4: EFFECTIVE DATE.** This Ordinance shall become effective immediately upon publication.

YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT/ABSTAIN: \_\_\_\_\_

ORDINANCE DECLARED ADOPTED.

\_\_\_\_\_  
 Lauren Stanton  
 City of Saugatuck, Mayor

**CERTIFICATION**

I, Jamie Wolters, being the duly elected and acting Clerk of the City of Saugatuck, Allegan County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of an Ordinance duly adopted by the City Council at a regular meeting held on March 25, 2024, at which meeting a quorum was present and remained throughout, (2) that an original thereof is on file in the records of the City, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

\_\_\_\_\_  
Jamie Wolters, City Clerk

\_\_\_\_\_  
Date

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**Property rental management companies**

2 messages

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**Diana Decker** <diana.saugatuck@gmail.com>  
To: Diana Decker <diana.saugatuck@gmail.com>

Tue, Mar 19, 2024 at 6:46 PM

Dear City Council, Planning Commission, Ryan Zoning Department and Staff

Please be advised that property managers are to be certified as real estate brokers or associate brokers (MCL339.2501.t) which outlines their responsibilities and required tasks to be performed by such brokers.

Contrary to that, several rental management companies in our area are operating without an associate or broker's license; these companies should not be permitted to operate in Michigan. When a homeowner fills out the rental application there is a box to fill out requiring the agency contact. The city needs to verify the agency meets this requirement as it is a liability for the City to approve.

Please contact Kim at LARA at 1-517-335-9700 press 5 or Bernie the Attorney at 1-800-522-2820 if you have questions.  
Thank you

Diana M. Decker  
**Century 21 Affiliated**  
Associate Broker, ABR  
616-836-5241

