

CITY COUNCIL WORKSHOP AGENDA July 19, 2023 – 4:00 pm

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

- 1. Call to Order
- 2. Roll Call
- 3. Agenda Changes (Additions/Deletions)
- 4. Guest Speaker
- 5. Public Comment on Agenda Items Only (Limit 3 minutes)

6. Discussion Items:

- A. Resolution 230724-A- Investment Services Pg.2
- B. Hardscaping, Heavy Landscaping ROW Pg.7
- C. HDC Reappointment Pg.8
- D. AT&T Wireless Proposal Pg.15
- E. Special Event- Art in the Park Saugatuck Pg.24
- F. Special Event- Labor Day Bridge Walk Pg.31
- G. Special Event- Sidewalk & Studio Sale Pg.37
- H. Right of Way Signage- SCA Pg.42
- I. Right of Way Signage- First Congregational Church Pg.45
- J. Public Art Display Pg.48
- **K.** Dune Ridge Update
- 7. Public Comments (Limit 3 minutes)

8. Closed Session:

- **A.** Pursuant to MCL 15.268(e) and (h) to discuss confidential written legal opinion regarding the ongoing lawsuit with Dune Ridge SA, LP.
 - a. *Sample Motion*: Motion to enter closed session to discuss confidential written legal opinion regarding the ongoing lawsuit with Dune Ridge SA, LP.

9. Correspondence

A. G Corwin Stoppel Pg.53

10. Council Comments

11. Adjourn (Voice Call)



lease send questions or comments regarding meeting agenda items prior to meeting to: <u>ryan@saugatuckcity.com</u>

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 <u>IWolters@saugatuckcity.com</u> for further information.



City Council Agenda Item Report

FROM:	Peter Stanislawski, Finance
TO:	Ryan Heise, City Manager
MEETING DATE:	July 24, 2023
SUBJECT:	Resolution 230724-A

DESCRIPTION:

The City's investment policy section 7.0 requires the City Council to approve by resolution the authorized listing of institutions, approved depositories, and brokers/dealers. The attached resolution authorizes qualified institutions to provide investment services for the city and authorizes the specific city officers listed to act as signatories on behalf of the city.

BUDGET ACTION REQUIRED:

N/A

SAMPLE MOTION:

Approve Resolution 240724-A authorizing qualified institutions to provide investment services for the city and authorizing specific city officers to act as signatories on behalf of the city.

CITY OF SAUGATUCK COUNTY OF ALLEGAN STATE OF MICHIGAN

RESOLUTION NO. 230724-A

A RESOLUTION AUTHORIZING QUALIFIED INSTITUTIONS TO PROVIDE INVESTMENT SERVICES FOR THE CITY AND AUTHORIZING CITY OFFICERS TO ACT AS SIGNATORIES ON BEHALF OF THE CITY

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

WHEREAS, the City has adopted an Investment Policy ("Policy") pursuant to Public Act 20 of 1943, which delegates the authority to manage the City's investment program to the City Treasurer; and

WHEREAS, the Policy provides that the City Treasurer shall maintain a listing of financial institutions and broker/dealers authorized to provide investment services on behalf of the City; and

WHEREAS, the City has determined that Consumers Credit Union, Macatawa Bank, Fifth Third Bank, Huntington National Bank, Mercantile Bank, Michigan Class, Chase Bank, Grand River Bank, Old National Bank, First National Bank, First National America and Horizon Bank meet the requirements for qualified financial institutions or broker/dealers set forth in the Policy; and

WHEREAS, the City wishes to authorize these financial institutions or broker/dealers to provide investment services for the City; and

WHEREAS, Section 7.0 of the Policy provides that the authorized listing of financial institutions, approved depositories, and broker/dealers shall be approved annually by a resolution of the City of Saugatuck City Council; and

WHEREAS, the City further wishes to authorize the City Mayor, City Mayor Pro-Tem, City Manager, and City Treasurer to act as signatories on behalf of the City; and

WHEREAS, the City wishes to authorize and permit the authorized listing of financial institutions, approved depositories, and broker/dealers to allow these signatories, on behalf of, and as an authorized person of the City, to exercise all of the powers necessary to invest City funds in accordance with the Policy;

NOW, THEREFORE, IT IS RESOLVED:

1. The City designates the following financial institutions, depositories, and broker/dealers ("Qualified Institutions") as depositories for the funds of the City and approves and

authorizes the Qualified Institutions to provide investment services on behalf of the City:

- a. Consumers Credit Union
- b. Macatawa Bank
- c. Fifth Third Bank
- d. Huntington National Bank
- e. Mercantile Bank
- f. Michigan Class
- g. Chase Bank
- h. Old National Bank
- i. Horizon Bank
- j. Grand River Bank
- k. First National Bank
- 1. First National America
- 2. The City authorizes the following City Officers to act as signatories ("Authorized Signatories") on behalf of the City:
 - a. Scott Dean, Mayor
 - b. Lauren Stanton-Sharar, Mayor Pro-Tem
 - c. Ryan Heise, City Manager
 - d. Peter Stanislawski, City Treasurer
- 3. The City authorizes and permits the Qualified Institutions to allow the Authorized Signatories, on behalf of and as an authorized person of, the City, to exercise any powers necessary to invest City funds in accordance with the Policy, including, but not limited to the following:
 - a. Open any deposit account(s) in the name of the City;
 - b. Sign checks, drafts, notes, acceptances or other orders for the payment of money or otherwise withdraw or transfer funds on deposit with the Qualified Institutions;
 - c. Endorse checks, drafts, notes, bills, certificates of deposit, or other instruments owned or held by the City for deposit in any account established at a Qualified Institution, or for collection or discount by a Qualified Institution.
 - d. Borrow money on behalf of and in the name of the City;
 - e. Sign, execute, and deliver promissory notes or other evidences of indebtedness;
 - f. Endorse, assign, transfer, mortgage, or pledge property now owned or hereafter owned or acquired by the City as security for sums borrowed;
 - g. Guarantee payment of all bills received, negotiated or discounted;
 - h. Waive demand, presentment, protest, notice of protest and notice of non-payment;
 - i. Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box or Night Drop (Depository) Box;
 - j. Authorize the debiting of any of the City's accounts for the purpose of purchasing an investment instrument at any of the Qualified Institutions;
 - k. Authorize the holding of investment instruments in a Qualified Institution's safekeeping area;
 - 1. Authorize a Qualified Institution to distribute or reinvest investment funds upon maturity; and

- m. Make any other contracts, agreements, stipulations, or orders which the signatories may deem advisable to effectuate the terms of the Policy.
- 4. The City authorizes the Authorized Signatories to receive investment rate information via email at the following email addresses:
 - Ryan Heise, City Manager ryan@saugatuckcity.com
 - Peter Stanislawski, City Treasurer peter@saugatuckcity.com
- 5. The City authorizes the Qualified Institutions to honor, receive, certify, or pay all instruments signed by the Authorized Signatories in accordance with this Resolution and agrees to the terms and conditions of an account agreement properly executed by the Authorized Signatories.
- 6. Any instrument, document, or other thing authorized to be executed as provided for in this Resolution shall only be effective if signed by at least two of the Authorized Signatories.
- 7. This Resolution shall be effective until express written notice of its rescission, revocation, modification or replacement is received by the Qualified Institutions.
- 8. The City authorizes the Mayor and Clerk to execute any and all documents necessary to effectuate the terms of this Resolution.
- 9. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

YEAS: Council Members:

NAYS: Council Members: _____

ABSTAIN: Council Members: _____

ABSENT: Council Members:

RESOLUTION NO. 230724-A DECLARED ADOPTED.

Signed:

Scott Dean, Mayor

Dated:

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 Saugatuck City Council at a regular meeting held ______, 2023, in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

Attest:

Jamie Wolters, City Clerk



City Council Agenda Item Report

FROM:	Ryan Cummins, Director of Planning and Zoning
MEETING DATE:	July 19, 2023
SUBJECT:	Hardscaping and Heavy Landscaping in City Right of Way

DESCRIPTION:

Complaints have been received and staff have personally observed instances where the installation of hardscaping and heavier landscaping have taken place without proper licensing. In response, City staff have initiated enforcement actions to address these violations.

While the City has established ordinances allowing licenses for certain items in the right of way, there is a lack of clear guidance for more permanent hardscaping and heavier landscaping. This issue raises several important considerations, including:

- Access and improvements to City infrastructure
- Safety
- Visual aesthetics
- Liability (both personal injury and property damage claims)
- Ongoing maintenance

City Attorney Chris Patterson and I will be present at the workshop meeting. We intend to engage in a discussion with the City Council and seek your guidance in order to ensure the appropriate management and regulation of hardscaping and heavier landscaping within the City right of way.

LEGAL REVIEW:

Staff has discussed and consulted with the City Attorney on various right of way issues. City Attorney, Chris Patterson, will be present at the workshop meeting.

SAMPLE MOTIONS:

N/A at this time.



City Council Agenda Item Report

FROM: Ryan Cummins

MEETING DATE: July 24, 2023

SUBJECT: Historic District Commission Reappointment

DESCRIPTION:

Two members of the Historic District Commission have terms that expire on August 1. The City Clerk provided notice that the City is accepting applications.

Historic District Commissioner, John Cannarsa, has applied for reappointment. Mayor Dean is recommending that John Cannarsa be reappointed to the Historic District Commission.

Historic District Commissioner, Daniel Pannozzo, is not applying for reappointment at this time. An application has been received from Laura Godfrey. An interview with Ms. Godfrey will be held soon. Rosemary Johnson previously interviewed. Staff will be checking with Ms. Johnson to see if she is still interested in being considered for the HDC as well.

BUDGET ACTION REQUIRED:

N/A

COMMITTEE/COMMISSION REVIEW:

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Motion to reappoint John Cannarsa to the Historic District Commission with a term ending August 1, 2026.

Jamie Wolters

From:	no-reply@weebly.com
Sent:	Wednesday, June 14, 2023 10:52 AM
То:	Jamie Wolters
Subject:	New Form Entry: Application for Boards & Commissions

You've just received a new submission to your Application for Boards & Commissions. Mark as Spam

Submitted Information:

Name John Cannarsa

Email john@cannarsadesign.com

Home Phone Number

Mobile Phone Number 6166100907

Address

333 Culver Street PO Box 729 Saugatuck, MI 49453

Current Employer Self

Occupation/Position

Home Designer

9

Business Phone Number

6166100907

Business Reference Name Patsy Ramsey

Business Reference Phone Number

989-573-3312

Business Reference Email accounting@cannarsadesign.com

Does your employer have any business dealings wth the City which might present a conflict of interest

Yes

lf yes, please explain:

If a client I am working with has a project in the District, I would make it known to the Commission.

Are you a City of Saugatuck resident? Yes

Are you a registered City of Saugatuck voter? Yes

Serving on a board or commission can be time-consuming. Are you committed to attending all regularly scheduled meetings? Yes

On which boards and/or commissions would you be willing to serve? .Historic District Commission

1

Please describe any qualifications, expertise or special interests that relate to your possible appointment:

Same as previous.

Digital Signature John Cannarsa

Jamie Wolters

From:	no-reply@weebly.com
Sent:	Saturday, June 10, 2023 8:54 AM
То:	Jamie Wolters
Subject:	New Form Entry: Application for Boards & Commissions

You've just received a new submission to your Application for Boards & Commissions. Mark as Spam

Submitted Information:

Name Laura Godfrey

Email godfreylaura10@gmail.com

Home Phone Number

Mobile Phone Number 708-308-2853

Address

550 Francis Street Box 185 , Michigan Saugatuck

Current Employer Self

Occupation/Position

Partner

Business Phone Number

Business Reference Name

Business Reference Phone Number

Business Reference Email

Does your employer have any business dealings wth the City which might present a conflict of interest

No

If yes, please explain:

Are you a City of Saugatuck resident? Yes

Are you a registered City of Saugatuck voter? Yes

Serving on a board or commission can be time-consuming. Are you committed to attending all regularly scheduled meetings? Yes

On which boards and/or commissions would you be willing to serve? .Historic District Commission

1

Please describe any qualifications, expertise or special interests that relate to your possible appointment:

I grew up in the Historic District of Oak Park, Illinois, a few blocks from Frank Lloyd Wright's Home and Studio. Immersed in architecture and design with a love of history, craftsmanship, and all things of enhancement.

Thank you for the opportunity. I look forward to serving with respect and competence.

Regards, Laura J. Godfrey

Digital Signature Laura Godfrey

Submitted Files

Resume

resumelaurafinalfinal.docx



City Council Agenda Item Report

FROM: Ryan Heise, City Manager

MEETING DATE: July 19, 2023

SUBJECT: AT&T WiFi Proposal for site survey

DESCRIPTION:

The City of Saugatuck continues to have issues with telecommunication in the "downtown area." Verizon downtown small cell seems to be working well, but complaints with AT&T service continue. Attached is a proposal to provide a site survey in the downtown area to provide Wi-Fi communication through AT&T. This will allow:

- 1) An option for business owners to have a point of sale (POS) alternate or total connectivity.
- 2) Tourists to connect and take bandwidth off AT&T cell towers in the region.
- 3) To allow our local visitors bureau (CVB) to have a landing page for the Wi-Fi connectivity.
- The City offer this service free of charge; however the city could consider charging a fee for Wi-Fi connectivity.

Proposed cost not to exceed \$10,000.00.

LEGAL REVIEW:

None.

SAMPLE MOTIONS:

Approve the AT&T proposal for a comprehensive site survey at a cost not to exceed \$10,000.00.



Agreement No.: AT&T Network Integration Tracking ID: GBS400137 Document Version#: 02/02/2023

		Document Version#: 02/02/2023		
CUSTOMER Legal Name	AT&T Corp. ("AT&T") (designate other	AT&T Branch Sales Contact Name		
	entity if signing entity other than AT&T			
	Corp)			
	AT&T	Name: Chad Bruder		
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Branch Sales Contact Information		
Name: City of Saugatuck	One AT&T Way	Address: 114 Division Ave N		
Telephone: 269-857-2603	Bedminster	City: Grand Rapids		
Street Address: 102 Butler St	NJ	State / Province: MI		
City: Saugatuck	07921-0752	Country: US		
State / Province: MI	Contact: Master Agreement Support Team	Domestic / Intl / Zip Code: 49503		
Country: US	Email : <u>mast@att.com</u>	Fax:		
Domestic / Intl / Zip Code 49453		Email: chad.bruder@att.com		
		Sales/Branch Mgr: Rick Lockwood		
		SCVP Name: Greg Fike		
CUSTOMER Contact	AT&T Address and Contact	AT&T NI Contact Information		
Name: Ryan Heise	Name: Donna Mundy	Name		
Title: City Manager	Telephone: 770-743-3765	Name:		
Address 102 Butler St	Street Address: 11700 Great Oaks Way	Title:		
State/ Province: MI	City: Alpharetta	Address		
Domestic / Intl / Zip Code: 49453	State / Province: Georgia	City/State/Zip		
Phone: 269-857-2603	Country: US	Country:		
E-mail: ryan@saugatuckcity.com	Domestic / Intl / Zip Code: 30022	Phone:		
		E-mail:		
CUSTOMER Billing Address	Shipping address/Contact			
Name: City of Saugatuck	Name:			
Title: City Manager	Title:			
Address 102 Butler St	Address			
City/State/Zip Saugatuck, MI. 49453	City/State/Zip			
Country: US	Country:			
Phone: 269-857-2607	Phone:			
E-mail: ryan@saugatuckcity.com	E-mail:			

Upon mutual execution hereof, this Pricing Schedule for AT&T Network Integration Equipment Resale ("NI Pricing Schedule") becomes part of the Master Agreement between AT&T and Customer referenced above (the "Agreement").

AGREED: CUSTOMER:	AGREED: AT&T		
By: (Authorized Agent or Representative)	By: (Authorized Agent or Representative)		
(Typed or Printed Name)	(Typed or Printed Name)		
(Title)	(Title)		
(Date)	(Date)		
ATTUID: dm291m			



1. **DEFINITIONS**

All other capitalized terms used but not defined in this NI Pricing Schedule have the meaning given them in the Agreement.

"**Purchased Equipment**" means equipment to which title transfers from AT&T to Customer. Purchased Equipment includes any internal code required to operate such Equipment.

2. SERVICES AND PURCHASED EQUIPMENT

This NI Pricing Schedule states the terms and conditions governing Orders for AT&T services ("Services") and Purchased Equipment. Attached to this NI Pricing Schedule is a SOW or an EOL (collectively, "Attachments") which become effective and incorporated into this NI Pricing Schedule upon the execution hereof. AT&T may subcontract work to be performed hereunder but shall retain responsibility for all such work.

3. ATTACHMENTS

- **A.** Unless earlier terminated as described below, an Attachment is deemed terminated when the parties' respective obligations have been fully performed or when it is otherwise terminated according to its terms.
- **B.** In the event of an inconsistency among terms, the order of priority is: (i) the applicable Attachment; (ii) the NI Pricing Schedule and (iii) the Agreement.

4. INTELLECTUAL PROPERTY RIGHTS

- A. All intellectual property and proprietary rights arising by virtue of AT&T's performance of the Services are and will remain the sole and exclusive property of AT&T, and neither ownership nor title to any such property will pass to Customer.
- **B.** Customer shall retain those copies of any reports produced and furnished to Customer by AT&T ("Reports"), and Customer is hereby granted, under AT&T's copyrights, the perpetual, non-exclusive, personal and non-transferable right to reproduce and modify Reports for Customer's own internal business purposes. For avoidance of doubt, "internal business purposes" exclude public distribution, resale to third parties and revenue generation purposes.
- **C.** AT&T hereby grants to Customer the non-exclusive, personal, and non-transferable right to use any items other than Reports produced and furnished to Customer by AT&T under this NI Pricing Schedule, solely for Customer's own internal business purposes during the term of this NI Pricing Schedule, or for such other purposes as may be mutually agreed in writing by the parties.
- **D.** Except as otherwise specified herein, no other right or license to or under any of AT&T's intellectual property rights is either granted or implied under this NI Pricing Schedule.

5. WARRANTY

The provision of Services and any deliverables hereunder shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains, as well as any standards set forth in the applicable SOW.

6. NON-SOLICITATION

Customer agrees not to solicit for employment any personnel of AT&T or its subcontractors or agents performing Services hereunder for one (1) year following the termination of this NI Pricing Schedule, or the applicable SOW, without the prior written consent of AT&T; this shall not restrict the ability of Customer to interview and hire personnel unrelated to the Services, or personnel that respond to general public solicitations made in the ordinary course of business.

7. TERM AND TERMINATION

This NI Pricing Schedule shall remain in effect until terminated by either party on not less than thirty (30) days' prior written notice to the other party; *provided that*, the terms and conditions of this NI Pricing Schedule shall continue to govern, through completion of performance (or earlier termination), all Attachments in effect on this NI Pricing Schedule's termination date. Termination charges, if any, shall be as specified in the applicable Attachment.

8. PURCHASED EQUIPMENT TERMS

- A. Orders for Purchased Equipment shall be submitted by Customer to AT&T in written format and shall contain all information required for AT&T to fulfill such Order and shall contain a reference to this NI Pricing Schedule and the applicable AT&T quote. Any information, terms and/or conditions, or other language contained in any document(s) or purchase order(s) furnished by Customer to AT&T in excess of or outside of such information or in conflict with any terms and conditions contained in this NI Pricing Schedule and/or the applicable Attachment(s) are void. AT&T will notify Customer by email whether it has accepted the Order after validation within five (5) business days after receipt of the Order. AT&T reserves the right not to accept an Order.
- B. Customer acknowledges and agrees that AT&T's ability to deliver Purchased Equipment is contingent upon the supply and delivery schedules of each of the manufacturers. AT&T shall have no liability for delays in any delivery schedule. Title and risk of loss to Purchased Equipment shall pass to Customer upon shipment from AT&T's Purchased Equipment supplier; Customer is responsible for all shipping-related charges, which AT&T



shall invoice to Customer at two percent (2%) of the total purchase price of the Order or actual cost, whichever is greater, except that for Orders requiring expedited shipment, in which case it will be the greater of four (4%) percent of Customer's total purchase price or actual cost; and charges incurred, if any, for storage of Purchased Equipment following delivery to the agreed location are the sole responsibility of Customer and are not included in shipping charges.

C. AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL VENDOR SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

9. LICENSES AND THIRD PARTY MAINTENANCE

Purchased Equipment, Vendor Software and maintenance resold to Customer hereunder may be subject to additional license terms and/or other requirements or restrictions imposed by the manufacturer, supplier or publisher. Customer is solely responsible for ensuring its adherence to such terms, requirements, and restrictions, and is deemed to have accepted them upon receipt of the Purchased Equipment or Vendor Software, or on commencement of the maintenance.

10. LIMITATION OF LIABILITY

For purposes of this NI Pricing Schedule and Attachments placed hereunder, any limit or cap on liability contained in the "Limitations of Liability" article 6.1(a)(v) of the Agreement is superseded by the following: EACH PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED THE NET PURCHASE PRICE PAID BY CUSTOMER FOR SERVICES AND/OR PURCHASED EQUIPMENT UNDER THE ATTACHMENT THAT GAVE RISE TO THE LIABILITY. This shall not limit Customer's responsibility for the payment of all charges properly due under the NI Pricing Schedule. AT&T shall have no duty to defend, indemnify and hold Customer harmless for claims arising from the infringement of patents or trademarks or the violation of copyrights by Purchased Equipment, Vendor Software and/or maintenance.

11. Privacy Terms and Conditions

11.1. Customer represents and warrants that it has appropriate rights to provide End User data to AT&T in connection with the Service. Customer expressly grants AT&T permission to access information contained in application layer 7 for the sole purpose of managing the performance of the Wi-Fi network. **11.2.** AT&T agrees that, in performing the network management function, it will:

- Use or monitor End User data shared with AT&T only for network management purposes and for providing metrics reports, consistent with the AT&T Privacy Policy; and
- Establish data retention protocols so that AT&T retains data shared with it for as long as reasonably necessary for network management purposes.

11.3. Customer agrees that in connection with the network management function, it will:

- Use or monitor End User data made available through the network management function of the Service only
 for network management purposes, unless it secures additional consent from End Users, or has another
 lawful basis for processing the data. Purposes beyond the network management function include, but are
 not limited to, marketing, advertising, and the examination of content and communications;
- Obtain any legally required employee or End User consents, or establish other lawful bases, for the processing or use of End User data, and to assist with this and for guidance purposes only, the attached Exhibit A is a form for providing notice and obtaining End User consent;
- Use only Customer SSIDs;
- Present the End User with Customer's terms of service and applicable privacy policy;
- Establish data retention protocols so that data Customer processes is retained for no longer than is reasonably necessary for network management purposes; and
- Not access, use, or share content of communications, content of email or texts, content of shopping carts, or search term queries, etc.

11.4. Customer is responsible for the way the data is used by Customer, and its employees, guests, and

representative's access to and use of the data, content, or communications generated by this Service.

11.5. To the extent that a website or online service is directed to or likely to collect personal information from children under the age of thirteen, Customer agrees to comply with the federal Children's Online Privacy Protection Act and provide parental notice and advance parental consent prior to collecting such personal information.

12. ICX Switch Warranty - For ICX switches (excluding removable optics and LEDs), a limited lifetime warranty will begin on the Start Date and continuing for as long as the original End User continues to own and use the CommScope branded equipment, as set forth below.

How to Request an RMA



For	return	material	authorizations,	please	download	the	RMA	Request	Form,	at
www	.arris.com	n/support/rej	oair-and-return	and	email	the	comp	oleted	Form	to
TAC	Helpdes	k@comms	cope.com.							

You may also reach the TAC team via phone.

North America +1-888-944-4357

Outside North America +1-215-323-2345

Spanish Language Support (215) 323-2346 (available M-F 8A-5P EST with translation services available outside of those hours)

Be sure to have the following information ready about the defective unit:

- 1. Defective Part Number & Serial number
- 2. Symptom (Detailed description of the failure, including when the product failed (i.e., initial deployment or after a period of time)
- 3. Company name & ship-to address
- 4. Contact name, e-mail and a valid phone number

Note: RMA is valid for 30 days.

- **13. Wireless Products Warranty -** To obtain the benefit of the foregoing limited warranties, the original purchasing customer must follow the process documented in the CommScope Warranty Guidelines, which include instructions for obtaining a Return Materials Authorization (RMA) number.
 - Indoor access points have a limited lifetime warranty
 - Outdoor wireless access points have a (one) 1-year warranty

How to Request an RMA

For return material authorizations, please download the **RMA Request Form**, at www.arris.com/support/repair-andreturn and email the completed Form to <u>TAC.Helpdesk@commscope.com</u>.

You may also reach the TAC team via phone.

North America +1-888-944-4357

Outside North America +1-215-323-2345

Spanish Language Support (215) 323-2346 (available M-F 8A-5P EST with translation services available outside of those hours)

Be sure to have the following information ready about the defective unit:

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- 3. Company name & ship-to address
- 4. Contact name, e-mail and a valid phone number

Note: RMA is valid for 30 days.



EXHIBIT 1: STATEMENT OF WORK

5. Introduction

This SOW between **AT&T Corp**. ("AT&T") and City of Saugatuck ("Customer") is attached to the NI Pricing Schedule and made a part thereof upon execution.

AT&T reserves the right to withdraw this SOW or modify the prices and any other terms and conditions, including, but not limited to, any section of this SOW (i) if the SOW is not signed by Customer and AT&T by (date), and/or (ii) the engagement does not commence within thirty (30) calendar days of the Effective Date.

6. Scope of Work

6.1 Services

AT&T will provide Site Survey to locations designated by Customer located at 102 Butler St City: Saugatuck State / Province: MI("Site(s)"). Services and/or Equipment not specifically provided for hereunder are outside the scope of this SOW.

7. On-Site Survey AT&T will:

- (a) Identify obvious health and safety issues which may affect the installation process
- (b) Assess whether there is space for the potential WLAN equipment (switches, controllers)
- (c) Assess cabling routes and obstructions
- (d) Provide further information including measurements of
- (e) Use a spectrum analysis tool to measure the current RF conditions a. Recommended access point locations
- (f) Identify requirement for WLAN equipment placement (ceiling, wall mount, and wall plate), considering aesthetics, cabling and power
- (g) Identify any specific requests that are outside of normal scope or present specific scope issues

3. Customer Responsibilities

Customer is responsible for the following:

- Provide identity and contact information for Customer Project Manager, who shall serve as primary interface to the AT&T Project Manager
- Perform the appropriate Site preparation activities when applicable
- Provide Customer Resources On-Site during installation
- Provide sign-off on the Project Implementation Plan
- Designate an authorized billing contact
- Provide AT&T with a signed LOA when requested

4. Project Governance

4.1 Change_Control Process Either Party must submit change requests to contractual documents in writing. The party requesting the change must submit a written request to the other party and the receiving party shall issue a written response within five (5) business days of the receipt of the request, including whether the receiving party accepts or rejects the request and/or any changes to the Terms and Conditions.

4.2 Engagement Contacts

	Customer	AT&T
Name	Ryan Hiess	Chad Bruder
Title	City Manager	City:
Address	102 Butler St, Saugatuck, MI	114 Division Ave N , Grand Rapids, MI
Contact Information (Phone/Email)	269-857-2607, ryan@saugatuckcity.com	chad.bruder@att.com

4.3 Fees and charges

Description	Fees and Charges	Notes
Site Survey Subtotal	\$10,000	One-Time

,

4.4 Additional Pricing Terms and Conditions

(a) Defined Scope. Pricing is based on the currently defined scope. Any additions or changes to this SOW will necessitate changes in pricing. Pricing herein assumes no project delays will occur that would require AT&T to stop work. AT&T will not be held financially responsible for project delays outside of its control.

(b) **Invoicing.** AT&T will invoice the Service

as defined herein. AT&T will invoice Services monthly and will cover any one-time charges or expenses incurred during the previous calendar month.



- (c) Travel and related Expenses. Charges do not include expenses for AT&T travel to Customer's facilities. Standard business expenses (e.g., transportation, food, lodging) incurred by AT&T in connection with delivery of the Services will be billed at cost as a separate line item on Customer's invoice. AT&T personnel will incur travel expenses only after receiving permission from Customer's Project Manager.
- (d) Time and Material ("T&M") Rate. In the event that the scope of work changes from this SOW or AT&T is requested to perform Services outside of Normal Business Hours, AT&T will bill Customer at a T&M rate of two-hundred fifty dollars (\$250.00) per hour per AT&T consultant for the additional time spent on the change requests. All such out of scope matters will be handled via the Change Control process outlined herein.

(a) Termination

- (b) Customer may not terminate this SOW for any reason other than for uncured AT&T's material breach.
- (c) In the event Customer terminates this SOW or any portion hereof for any reason other than AT&T's uncured material breach, Customer shall be responsible to pay for all Services rendered, Purchased Equipment ordered and expenses incurred hereunder as well as any charges associated with early termination of AT&T's subcontracts related to this



APPENDIX B: SAMPLE CHANGE REQUEST FORM

Type of Request:	
Initiator (Company):	
Change Request Received by:	
Price Impact:	
AT&T Additional Resources Req'd:	

Task Description:

Other information related to Change:

Impact of Change

Provide a description of the impact of the change (increase in duration, delay in start, cut-over date change, added dependency, additional resources required change to design, change to baseline solution, other).

AGREED and ACCEPTED: CUSTOMER: By: (Authorized Agent or Representative)	AGREED and ACCEPTED: AT&T _ By: (Authorized Agent or Representative)		
(Typed or Printed Name)	(Typed or Printed Name)		
(Title)	(Title)		
(Date)	(Date)		



APPENDIX C: SAMPLE SERVICES ACCEPTANCE CHECKLIST [EM, please remove this Appendix if acceptance is not part of this engagement]

{Em, please remove this Appendix if acceptance is not part of this engagement?						
LIST OF ACTIVITIES	Applicable	Completion date	Initial			
Customer Responsibilities	\checkmark					
	\checkmark					
AT&T Responsibilities	\checkmark					
	\checkmark					
	\checkmark					
	\checkmark					
	\checkmark					
	\checkmark					
Delivery & Checkout	\checkmark					
	\checkmark					
	\checkmark					

Customer Acceptance:	AT&T Acknowledgement:			
By:(Authorized Representative)	By:(Authorized Representative)			
(Typed or Printed Name)	(Typed or Printed Name)			
(Title)	(Title)			
(Date)	(Date)			



City Council Agenda Item Report

FROM:	Jamie Wolters
MEETING DATE:	July 24, 2023
SUBJECT:	Special Event-Art in the Park Saugatuck

DESCRIPTION:

Art Entrepreneurs is proposing Art in the Park Saugatuck to be held on September 16, 2023. See attached application and breakdown of event below. City Staff, Fire, Police, and event organizer will meet closer to the event date to discuss specifics needed from each department.

BREAKDOWN OF EVENT:

Name:	Art in the Park Saugatuck
Dates:	9/16/23
Hours:	10am-4pm
Location:	Wicks Park
Booths:	40
Vendor Parking:	Saugatuck High School via Interurban
Music:	11am-3pm

BUDGET ACTION REQUIRED:

N/A

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Motion to approve/deny the Art in the Park Saugatuck to take place on September 16th, 2023 organized by the Artist Entrepreneurs.

	Council Action
	Approved
	Denied
Saugatuck EST. 1868	Date
EST. 1868	······································

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

SPECIAL EVENT & PARADE APPLICATION

Must be filled ou	it in its entirety & ret	curned to the City Clerk's (Office	<u>60 days prior</u> to scheduled
SPONSORING O	RGANIZATION I	NFORMATION		
2	Artist Entreprene ME: <u>ナイメーク</u> 522 Grand Vista Ct	85-3228102		616-292-3930 TELEPHONE:
MAILING ADDRESS:	Deselve			010 000 0000
Ani CONTACT NAME:	na Donahue	all March 197		616-292-3930 TELEPHONE:
e-MAIL ADDRESS:	na@annadonahue.c	com		TELEPHONE: 616-292-3930 CELL PHONE:
CONTACT PERS	ON ON DAY OF			
	na Donahue	the second set procession		616-292-3930 TELEPHONE:
an	na@annadonahue.@	com		616-292-3930 CELL PHONE:
E-MAIL ADDRESS:				CELL PHONE:
EVENT INFORM				
Art NAME OF EVENT:	in the Park Saugat	uck		9-16-2023 DATE(S) OF EVENT:
	Community Art Fest			RAIN DATE:
Non-Profit	□ For-Profit	City Operated/Spons	ored	Co-Sponsored
Marathon/Race	Festival/Fair	Video/Film Productio	on	🗖 Other
W	icks Park, 420 Wate	er Street		10 am - 4 pm EVENT HOURS:
	150	0		
ESTIMATED NUMBER		<u></u>		
ESTIMATED NUMBER	12 COF VOLUNTEERS:	2		intration interview.
ESTIMATE DATE / TI	3 Ho ME FOR SET-UP:	:00	■A.M. □ P.M.	
ESTIMATE DATE / TIP			:00	□A.M.

EVE	ENT DETAILS		
WILI	MUSIC BE PROVIDED DURING THIS EVENT: 🔳 Yes	No	
ТҮРЕ	E OF MUSIC PROPOSED: Live Amplificati	ion 🗖 Recorded	Loudspeakers
PRO	POSED TIME MUSIC WILL BEGIN: ¹¹ am	END: ^{3 pm}	
FOO	D VENDORS/CONCESSIONS: (Contact Allegan County <i>Provide Copy of Health Department Food</i>		/es 🗖 No
	ALCOHOL BE SERVED AT THIS EVENT: ☐ Yes ☐ Provide Copy of Liquor Liability Insurance ☐ Provide Copy of Michigan Liquor Control s, describe measures to be taken to prohibit the sale o	License	
WILI	L FIREWORKS BE APART OF EVENT: Yes Provide Copy of Liability Insurance (listin Provide Copy of Fireworks Permit	No g the City as additionally	insured)
	NT SIGNAGE: City Council approval is required for any reet or on City property. Which of the following signs a "YARD" SIGNS - Number requested: 12 (Maximum days prior to first day of event and must be removed PANNER UNDER SAUGATUCY PALETTE SIGN (Size	are requested for this even size is 2' x2'. Cannot be o 24 hours after end of ev	ent: displayed no more than 15 ent.)
	BANNER UNDER SAUGATUCK PALETTE SIGN - (Size displayed more than 15 days prior to first day of even event.)	nt and must be removed	24 hours after end of
[•]	SIGNAGE AT EVENT SITE - Location(s):	sted near sidewalk and S	Small Banner on Gazebo
	Colorful, professional signs include event logo and dayAlime Description of signs: (Signs at event site cannot be displayed prior to day event.)		
Thei the	TS/CANOPIES/MISC: The City of Saugatuck does not h re are a number of businesses listed in the yellow page rental of event supplies. Will the following be constru	es under "Rental Service S cted or located in the eve	Stores" that specialize in
🖲 В	OOTHS – QUANTITY 40	TENTS - QUANTITY_	
	WNINGS – QUANTITY		
🗆 P	ORTABLE TOILETS – QUANTITY		
lf ye	DOR PARKING: Have you made arrangement for vend s, where do you propose your vendors <u>park? At the Hi</u> the Interurban be utilized? I Yes I No	igh School unless under Yes, if the high school kot is open 9 a	

	TMENT OF PUBLIC V					
	APPROVED DENIED					
			Authorized Perso	nnei Signature		
Will this e	vent require the use of any	•		🖾 Yes	🗖 No	
	RECEPTACLES - QUANTITY	1	🖾 BARRIO	CADES – QUANTIT	Υ <u></u>	
	C CONES – QUANTITY			NG SIGNS – QUAN	тіту <u> </u>	
				DOM CLEANING		
	<u>FLEASE MARK</u> NEXT TO WICH	4 PARKING	SPACES	IN PARKIN	6 LOT	
	DEPARTMENT	(S MARK				
	APPROVED	D DENIED				
	APPROVED		Authorized Perso	nnel Sianature		
				er elgitatare		
	NAL OFFICERS REQUIRED?					
if yes plea	ase describe & include time	S				
Other (de	scribe):					
	TUCK TOWNSHIP FI	RE DISTRICT				
	ATTROVED		Authorized Perso	nnel Signature		
STREET CI	LOSURES: 🗖 Yes	No (use attached	map to outline pr	oposed closures)		
Sti	reet closure date/time:		0	A.M. 🛛 P.M.		
Sti	reet re-open date/time:		0	A.M. 🗆 P.M.		
SIDEWAL	K CLOSURES: 🗖 Yes	📕 No (use at	tached map to ou	tline proposed clo	sures)	
De	escribe Sidewalk Use:					
Sic	dewalk closure date/time:		·	O A.M. 🛛 F	P.M.	
Sic	dewalk re-open date/time:			O A.M. 🛛 F	P.M.	
Pa	LOT CLOSURES: ■ Yes ? Next to Next to	Nicks Park, please see	ction off 4 spaces	for officials and H	sures) andicap	
, second s	$E \in A BOVE NOT$ dewalk closure date/time:	ATION FOR	PUBLIC	WORKS		
	lewalk re-open date/time:_					
W	hat parking arrangements a	are proposed to accom	modate potential	High S attendance:	School if available	

APPLICATION CHECK LIST

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

The applicant and sponsoring organization understand and agrees to:

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

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

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

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

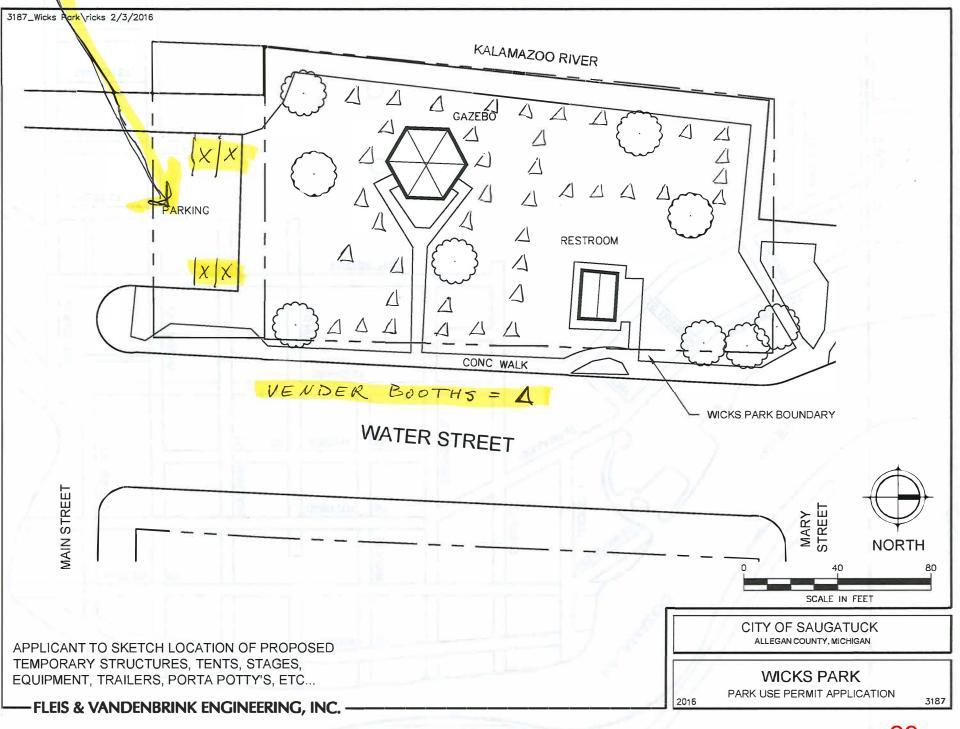
Applicant agrees to defend, indemnify and hold harmless the City of Saugatuck, Michigan from any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from this Special Event by reason of any damage to property, personal injury or bodily injury,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

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

6-27-2022 240++++022

Date

MARK & PARKING SPACES HERE



30								F ***		
A		ER	TIF	ICATE OF LIA	BILI	TY INS	URANC	E		(MM/DD/YYYY) /05/2023
C B F	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.									
11	APORTANT: If the certificate holder SUBROGATION IS WAIVED, subject his certificate does not confer rights t	to t	he te	rms and conditions of t	he poli	cy, certain p	olicies may			
	DUCER	o ine	COIL		CONTA	A.	nder lest			
	ateFarm Justin Vander lest				PHONE			FAX		
	6840 Northway Drive N	F Ste	B2		E-MAIL	iuntin vor		Dstatefarm.com		
·			-		ADDRE	aa. 7				NA10.4
	Rockford			MI 493417568	INSURE			DING COVERAGE asualty Company		NAIC # 25143
INS	JRED				INSURE	RB:				
	ARTIST ENTREPRENEURS				INSURE	RC:				
	2522 GRAND VISTA CT NW				INSURE	RD:				
					INSURE	RE:				
	GRAND RAPIDS			MI 495341371	INSURE	RF:		8		
				ENUMBER:				REVISION NUMBER:		
	IDICATED. NOTWITHSTANDING ANY RI ERTIFICATE MAY BE ISSUED OR MAY									
E	XCLUSIONS AND CONDITIONS OF SUCH	POLI	CIES.	LIMITS SHOWN MAY HAVE		REDUCED BY	PAID CLAIMS			
INSF	TYPE OF INSURANCE	ADD INSD	SUB	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	'S	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$ 1,00	00,000
								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,00	00,000
								MED EXP (Any one person)	\$ 5,00	00
A	· · ·	N	N	92-GP-A711-1		04/01/2023	04/01/2024	PERSONAL & ADV INJURY	\$ 1,00	00,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,00	00,000
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ 2,00	00,000
						the second second		3	\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT	\$	
	ANY AUTO							BODILY INJURY (Per person)	s	
	OWNED AUTOS ONLY							BODILY INJURY (Per accident)	s	
	HIRED AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									\$	
				\$**				EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	s	
	DED RETENTION \$	1							s	
	WORKERS COMPENSATION							PER OTH-	\$	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBER EXCLUDED?	N/A						E.L. DISEASE - EA EMPLOYEE		
	If yes, describe under DESCRIPTION OF OPERATIONS below					· · · · · ·	ky a constant a	E.L. DISEASE - POLICY LIMIT	s	
			1						-	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACORI	D 101, Additional Remarks Schedu	ile, may b	e attached if mor	e space is requi	red)		
				22) t						
CE	RTIFICATE HOLDER				CANC	ELLATION		<u></u>		
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.									
	PO Box 86					RIZED REPRESE				
	Saugatuck			MI 49453		Par /	- de-	This form was system-ge	nerated or	n 07/05/2023
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City Council Agenda Item Report

FROM: Jamie Wolters

MEETING DATE: July 24, 2023

SUBJECT: Special Event-Labor Day Bridge Walk

DESCRIPTION:

SPS Community Recreation is proposing the Labor Day Bridge Walk to be held on September 4, 2023. See attached application and breakdown of event below. City Staff, Fire, Police, and event organizer will meet closer to the event date to discuss specifics needed from each department.

BREAKDOWN OF EVENT:

Name:	Labor Day Bridge Walk
Dates:	9/4/23
Hours:	9:30 a.m. – 10:15 a.m.
Location:	Blue Star Bridge between Saugatuck and Douglas

BUDGET ACTION REQUIRED:

N/A

LEGAL REVIEW: N/A

SAMPLE MOTION:

Motion to approve/deny the Labor Day Bridge Walk to take place on September 4th, 2023, organized by the SPS Community Recreation.

Saugatuck * EST. 1868	Approved Denied Date
102 Butler Street • P.O. Box 86 • Saugat Phone: 269-857-2603 • Website: <u>www.sau</u>	
SPECIAL EVENT APPLICA Must be filled out in its entirety & returned to the City Clerk's C	
SPONSORING ORGANIZATION INFORMATION	
LEGAL BUSINESS NAME: SPS Community Recreation	TELEPHONE: <u> </u>
MAILING ADDRESS: PC 730x 818 Pauglas MI	
CONTACT NAME: South Kierzek	TELEPHONE: <i>ሬሌ ፍ</i> ୫ረ - ୦ \$ ንን
E-MAIL ADDRESS: skierceke saugatuckps.com	CELL PHONE:
CONTACT PERSON ON DAY OF EVENT	
CONTACT NAME: Same	TELEPHONE:
E-MAIL ADDRESS:	CELL PHONE:
EVENT INFORMATION	
NAME OF EVENT: Labor Day Bridge Walk	DATE(S) OF EVENT: Sept 4
PURPOSE OF EVENT: Tradition	RAIN DATE: None
☑ Non-Profit	ored Co-Sponsored
□ Marathon/Race □ Festival/Fair □ Video/Film Productio	n 🗖 Other
EVENT LOCATION: Blue Star Bridge	EVENT HOURS: 9:30cm 10:15gm
ESTIMATED NUMBER OF ATTENDEES: ၂၂၀၀	
ESTIMATED NUMBER OF VOLUNTEERS: ノン	
ESTIMATE DATE / TIME FOR SET-UP:	8 — — — — — — — — — — — — — — — — — — —
ESTIMATE DATE / TIME FOR CLEAN-UP:	/О ⊠А.М. □ Р.М.

32

EVENT DETAILS

WIL	L MUSIC BE PROVIDED DURING THIS EV	YENT: 🛛 Yes	XI No	
түр	E OF MUSIC PROPOSED: 🛛 Live	Amplification	Recorded	Loudspeakers
PRC	POSED TIME MUSIC WILL BEGIN:		END:	
FOC	DD VENDORS/CONCESSIONS: (Contact A Provide Copy of Health De			s 🗶 No
	L ALCOHOL BE SERVED AT THIS EVENT: Provide Copy of Liquor Lia Provide Copy of Michigan es, describe measures to be taken to pro	bility Insurance (lis Liquor Control Lice	ting the City as additio nse	
WIL	L FIREWORKS BE APART OF EVENT: D Provide Copy of Liability Ir Provide Copy of Fireworks	<i>surance</i> (listing the		sured)
	NT SIGNAGE: City Council approval is re- reet or on City property. Which of the fo			
Ū	"YARD" SIGNS - Number requested: days prior to first day of event and mu			
	BANNER UNDER SAUGATUCK PALETT displayed more than 15 days prior to f event.)	•	-	
Ø	SIGNAGE AT EVENT SITE - Location(s):	10 × 10 pop	up tent on I	Pouslas Side - See Map
	Description of signs: (Signs at event site cannot be displayed event.)	d prior to day of th	e event and must remo	oved at the end of the
The	TS/CANOPIES/MISC: The City of Saugature are a number of businesses listed in the rental of event supplies. Will the follow	he yellow pages un	der "Rental Service Sto	pres" that specialize in
₩ B	ooths-QUANTITY One	. 01	ENTS – QUANTITY	
	WNINGS – QUANTITY	רם _	ABLES – QUANTITY	
ПР	ORTABLE TOILETS – QUANTITY			
VEN	DOR PARKING: Have you made arrange	ment for vendor pa	arking? 🗆 Yes 🕅 I	No
lf ye	es, where do you propose your vendors p	oark?	-	
Will	the Interurban be utilized? 🛛 Yes	□ No Tim	e(s)	

DEPARTMENT C	OF PUBLIC V	VORKS				
APPROVED		□ DENIED	Authorized Personnel Signature			
				-		
Will this event require the use of any of the following municipal equipment: Yes No						
		Y	$\Box \text{ BARRICADES} - \text{QUANTITY}$			
			PARKING SIGNS – QUANTITY RESTROOM CLEANING		· · · · · · · · · · · · · · · · · · ·	
	an a					
POLICE DEPART	MENT					
APPROVED		□ DENIED				
			Authorized Personne	el Signature		
ADDITIONAL OFFICERS REQUIRED? Yes No						
If yes please describe & include times						
Other (describe):						
SAUGATUCK TOWNSHIP FIRE DISTRICT						
APPROVED DENIED						
			Authorized Personne	el Signature		
STREET CLOSURES: TYes IN (use attached map to outline proposed closures)						
Street closure date/time:			A.M. 🛛 P.M.			
Street re-open date/time:			A.M. 🛛 P.M.			
SIDEWALK CLOSURES: I Yes I No (use attached map to outline proposed closures)						
Describe Side	walk Use:					
Sidewalk closure date/time:				A.M. 🛛	P.M.	
Sidewalk re-open date/time:				A.M. 🛛 P.M.		
PARKING LOT CLOSURES: Ves IN No (use attached map to outline proposed closures)						
Parking Lot Lo	ocation:					
Sidewalk closure date/time:			A.M. 🛛 P.M.			
Sidewalk re-open date/time:				A.M. 🛛	P.M.	
What parking	What parking arrangements are proposed to accommodate potential attendance:					

APPLICATION CHECK LIST

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

If document is missing, please explain:_____

The applicant and sponsoring organization understand and agrees to:

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

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

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

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

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

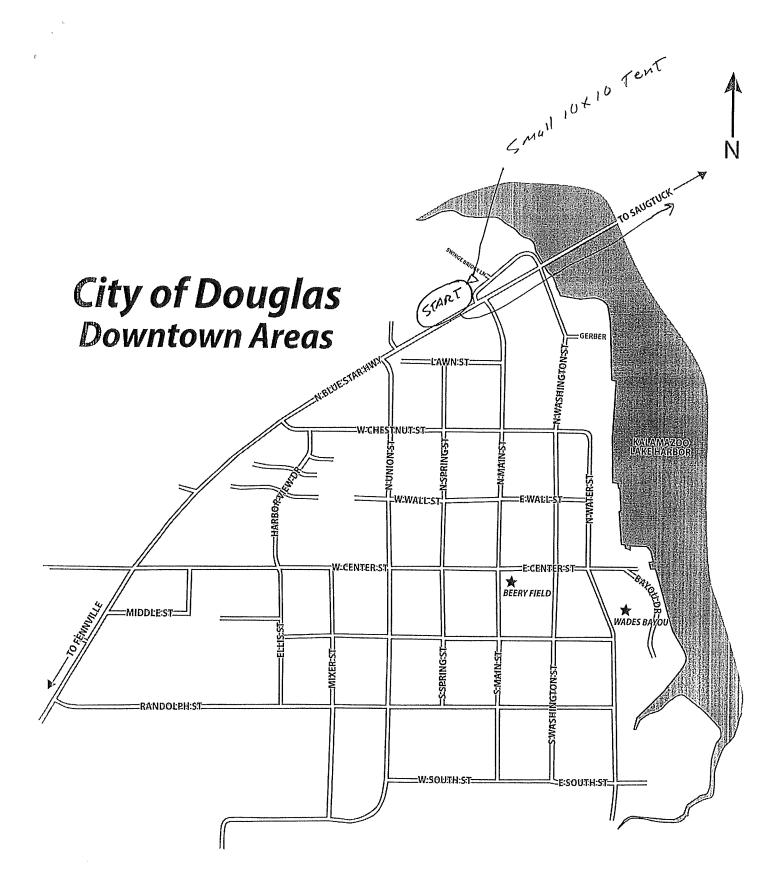
As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event and affirm the above understandings. The information provided on this application is true and complete to the best of my knowledge.

rally

Applicant Signature

6-20-23

Date





City Council Agenda Item Report

FROM: Jamie Wolters

MEETING DATE: July 24, 2023

SUBJECT: Special Event-Sidewalk & Studio Sale

DESCRIPTION:

SDABA is proposing Sidewalk & Studio Sale to be held on August 17, 2023. See attached application and breakdown of event below. City Staff, Fire, Police, and event organizer will meet closer to the event date to discuss specifics needed from each department.

BREAKDOWN OF EVENT:

Name:	Sidewalk & Studio Sale
Dates:	8/17/23
Hours:	9:00 a.m. – 5 p.m.
Location:	Butler, Mason & Hoffman Streets
Booths:	40
Vendor Parking:	Saugatuck High School via Interurban, if available
Music:	Yes

BUDGET ACTION REQUIRED: N/A

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Motion to approve/deny Sidewalk & Studio Sale to take place on August 17th, 2023, organized by the SDABA.

	Council Action
	Approved
	Denied
Saugatuck EST. 1868	Date
J 🖈 EST. 1868	······································

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

SPECIAL EVENT & PARADE APPLICATION

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

SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME:			TELEPHONE:
MAILING ADDRESS:			
CONTACT NAME:			TELEPHONE:
E-MAIL ADDRESS:			CELL PHONE:
CONTACT PERS	SON ON DAY OF	EVENT	
CONTACT NAME:			TELEPHONE:
E-MAIL ADDRESS:			CELL PHONE:
EVENT INFORM	IATION		
NAME OF EVENT:			DATE(S) OF EVENT:
PURPOSE OF EVENT	:		RAIN DATE:
□ Non-Profit	□ For-Profit	City Operated/Sponsored	Co-Sponsored
□ Marathon/Race	Festival/Fair	□ Video/Film Production	Other
EVENT LOCATION:			EVENT HOURS:
ESTIMATED NUMBE	R OF ATTENDEES:		
ESTIMATED NUMBE	R OF VOLUNTEERS:		
ESTIMATE DATE / T	IME FOR SET-UP:		□A.M. □ P.M.
ESTIMATE DATE / TIME FOR CLEAN-UP:			ПА.М. ПР.М.

EVENT DETAILS

WILL	MUSIC BE PROVIDED DURING THIS	EVENT:	Yes	D No	
ТҮРЕ	OF MUSIC PROPOSED: Live	Δ Α	mplification	□ Recorded	Loudspeakers
PROF	POSED TIME MUSIC WILL BEGIN:			END:	
FOOI	D VENDORS/CONCESSIONS: (Contact	-	•	• •	🗖 No
	ALCOHOL BE SERVED AT THIS EVEN Provide Copy of Liquor L Provide Copy of Michigo s, describe measures to be taken to p	iability In Liquo	Insurance (list or Control Licer	ing the City as additionance	
WILL	FIREWORKS BE APART OF EVENT: C Provide Copy of Liability Provide Copy of Firewor	Insurai	. –		ured)
	IT SIGNAGE: City Council approval is eet or on City property. Which of the "YARD" SIGNS - Number requested:	followi (M	ng signs are re aximum size i	equested for this event: s 2' x2'. Cannot be displ	layed no more than 15
	days prior to first day of event and n BANNER UNDER SAUGATUCK PALET displayed more than 15 days prior to event.)	TTE SIGI	N - (Size cann	ot be greater than 14' x	4'). Cannot be
	SIGNAGE AT EVENT SITE - Location(s):			
	Description of signs: (Signs at event site cannot be display event.)	yed pric	or to day of the	e event and must remov	ed at the end of the
There	S/CANOPIES/MISC: The City of Sauge e are a number of businesses listed ir ental of event supplies. Will the follo	n the ye	llow pages un	der "Rental Service Store	es" that specialize in
🗆 вс	DOTHS – QUANTITY		Пτ	ENTS – QUANTITY	
	WNINGS – QUANTITY		Пτ	ABLES – QUANTITY	
🗆 РС	ORTABLE TOILETS – QUANTITY				
lf yes	DOR PARKING: Have you made arran; , where do you propose your vendor :he Interurban be utilized? □ Yes	s park?		-	

DEPARTMENT OF PUBLIC V	WORKS	
APPROVED	DENIED	
		Authorized Personnel Signature
Will this event require the use of an	y of the following mun	icipal equipment: 🛛 Yes 🗖 No
TRASH RECEPTACLES – QUANTIT		BARRICADES – QUANTITY
TRAFFIC CONES – QUANTITY		PARKING SIGNS – QUANTITY
		RESTROOM CLEANING
POLICE DEPARTMENT		
APPROVED	DENIED	
		Authorized Personnel Signature
ADDITIONAL OFFICERS REQUIRED?	□ Yes □ No	
If yes please describe & include time	25	
Other (describe):		
SAUGATUCK TOWNSHIP FI		
		Authorized Personnel Signature
STREET CLOSURES:	No (use attached	map to outline proposed closures)
Street closure date/time:		□ A.M. □ P.M.
Street re-open date/time:		□ A.M. □ P.M.
SIDEWALK CLOSURES: D Yes	No (use at	tached 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 at	tached 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 accon	nmodate potential attendance:

APPLICATION CHECK LIST

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

The applicant and sponsoring organization understand and agrees to:

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

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

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

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

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

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



FROM: Jamie Wolters, City Clerk

MEETING DATE: July 24, 2023

SUBJECT: SCA Right of Way Signage

DESCRIPTION

Susan Poolman, on behalf of the Saugatuck Center for the Arts has submitted an application for the installation of a sandwich board to be displayed on the following days:

- 1. Tuesday Market Days
- 2. Friday Market Days

The City Council may approve a banner as an exception, as listed in section 150.30(H). The conditions for approval of the exception are as follows:

- 1. The sign does not create a traffic vision obstruction;
- 2. The sign does not create a pedestrian traffic obstruction;
- 3. The sign is compatible with the surroundings and is not uniquely out of character for the community;
- 4. The sign does not create a situation which could be detrimental to health safety, or welfare; and,
- 5. The banner shall be displayed for no more than three 14-day periods between January 1 and December 31 of any year.

BUDGET ACTION REQUIRED N/A

COMMITTEE/COMMISSION REVIEW None

LEGAL REVIEW None

SAMPLE MOTION:

Motion to approve/deny the request to install a sandwich board for all Tuesday and Friday market days until September 2023.



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Right of Way Sign Application

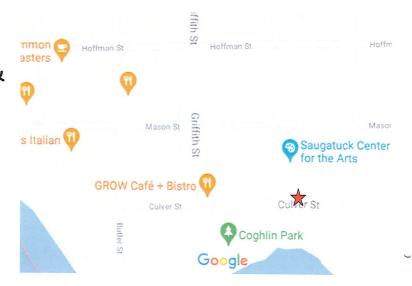
	NTS IN	IFORMATION		APPLICATIO	ON NUMBER
Name	Susan	Poolman	A Ac	ddress / PO Box 400 Culve	r St
City _s	augatuc	k	State	Zip	Phone
E-Mail	marke	et@sc4a.org	-(A)		
Signat	ure _	Jusa	K. Portman	(MKT @SCA)	Date 7-13-2023
SIGN D	ESCRI	PTION (ATTACH	MORE SHEETS IF NECESSARY))	
Туре:	Numb	er of Yard Si	gns 1 Sandwich Board	Number of Banners	8
Dates	to be	displayed <u>Tur</u>	esday Mkt Days (June - August) & Fric	day Mkt Days (May - September)	
		ments:		×	
We ha	ive a s	shuttle sign for	the Interurban. I've set up	a few times for the marke	t
			nus for those that use our lo Guests that have taken ad		to attend our market, especially are thankful.
PLEAS		UDE THE FOL	LOWING INFORMATION		
	ant to val	Section 150		llowing supporting doc	cuments when applying for sign
Pursu	ant to val	Section 150	.30, please attach the fo		
Pursu approv	ant to val N N	Section 150			
Pursu approv Y	ant to val N N	Section 150	.30, please attach the fo	pposed sign 25″ ພ⊀ 4	
Pursu approv Y ⊡	ant to val N N	Section 150 NA D Dimens D Map sh	0.30, please attach the fo sions and type of each pro	posed sign 25″ w 火 4 h sign	5" H
Pursu approv Y ☑ ☑	ant to val N M	Section 150 NA Dimens Map sh Explan	9.30, please attach the fo sions and type of each pro nowing the location of each	pposed sign 25 " ゆメ 4 n sign I be attached and secure	5" H
Pursu approv Y ☑ ☑	ant to val D	Section 150 NA Dimens Map sh Explan Section 15	9.30, please attach the fo sions and type of each pro nowing the location of each ation of how each sign will	pposed sign 25" ゆメ 4 n sign I be attached and secure lowing questions:	5" H
Pursu approv Y ☑ ☑ Pursu	ant to val N N U I uant to	Section 150 NA Dimens Map sh Explan Section 15 Will the	9.30, please attach the fo sions and type of each pro nowing the location of each ation of how each sign will 0.30(H), please to the fol	pposed sign 25 ⁿ ゆメ 4 n sign I be attached and secure Iowing questions: on obstruction?	5" H
Pursu approv Y Ø Pursu	ant to val N N U I uant to U I	Section 150 NA Dimens Map sh Explan Section 15 Section 15 Will the Will the Are the	9.30, please attach the fo sions and type of each pro nowing the location of each ation of how each sign will 0.30(H), please to the fol e signs create a traffic visio	pposed sign 25 ⁿ wメ 4 n sign I be attached and secure Iowing questions: on obstruction? n traffic obstruction?	5" H





Location is on Culver St between the entrance & exit of the SCA Parking Lot.

We've already filled out an application for our yard signage for the season.





FROM:Jamie Wolters, City ClerkMEETING DATE:July 24, 2023SUBJECT:First Congregational Church Right of Way Signage

DESCRIPTION

First Congregational Church has submitted an application for signage installation, 1 banner and 6 yard signs. See attached map.

The City Council may approve a banner as an exception, as listed in section 150.30(H). The conditions for approval of the exception are as follows:

- 1. The sign does not create a traffic vision obstruction;
- 2. The sign does not create a pedestrian traffic obstruction;
- 3. The sign is compatible with the surroundings and is not uniquely out of character for the community;
- 4. The sign does not create a situation which could be detrimental to health safety, or welfare; and,
- 5. The banner shall be displayed for no more than three 14-day periods between January 1 and December 31 of any year.

BUDGET ACTION REQUIRED N/A

COMMITTEE/COMMISSION REVIEW None

LEGAL REVIEW None

SAMPLE MOTION:

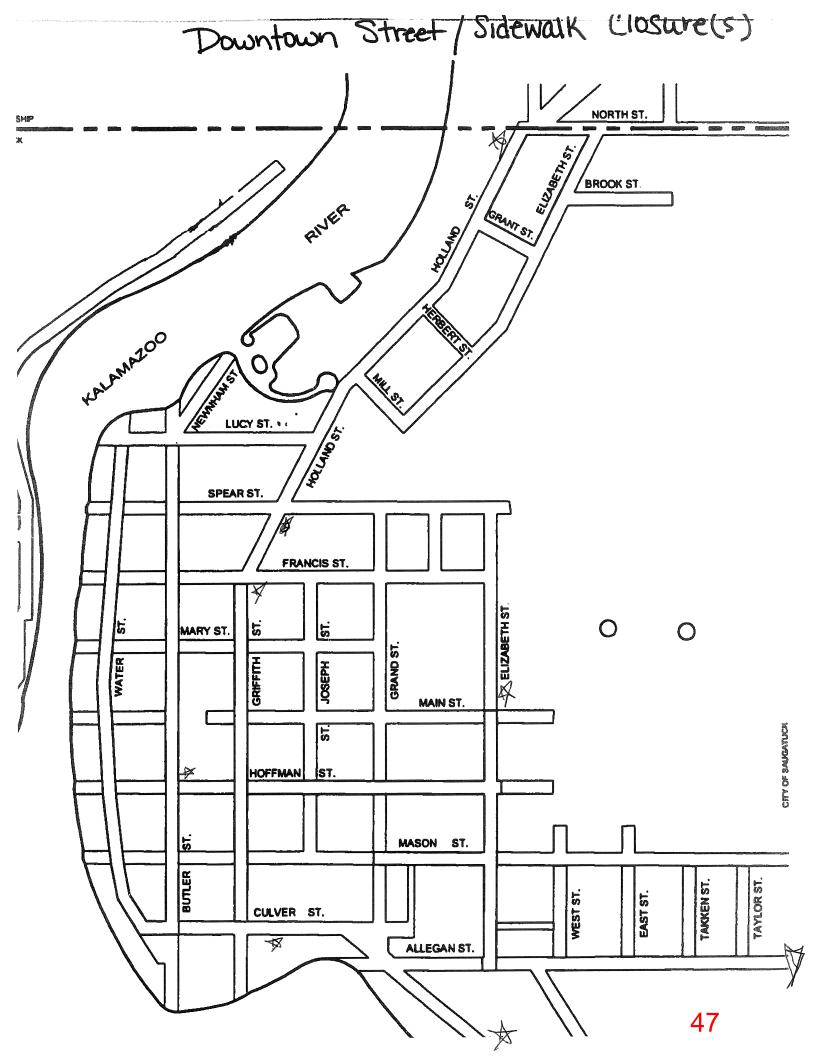
Motion to approve/deny the request the signage request for First Congregational Church for dates of 7/23/2023-8/5/2023.



Right of Way Sign Application

APPLICANTS INFORM	IATION APPLICATION NUMBER
Name First Congre	egational Church Address / PO Box 296 Hoffman, Box 633
City Saugatuck	State MI Zip 49453 Phone 269-857-2929
E-Mail office@1ste	ongregational.net
Signature	Date <u>7/6/23</u>
SIGN DESCRIPTION	(ATTACH MORE SHEETS IF NECESSARY)
Type: Number of	Yard Signs <u>6 24ょン</u> ¥ Number of Banners <u>1 ス.5ょ</u> 8
Dates to be displa	
Further Comment	ts:
Banner i	will be displayed on Church property on bur
building.	
Event 15	a fundraiser Dinner for our Capital Campaign - Furnuce, AC Signs, carpet, Steps
PLEASE INCLUDE	THE FOLLOWING INFORMATION
Pursuant to Sect approval Y N NA	tion 150.30, please attach the following supporting documents when applying for sign
	Dimensions and type of each proposed sign
	Map showing the location of each sign
	Explanation of how each sign will be attached and secured - coropicst Sign's stuck in ground w/ wire stands
Pursuant to Sec	ction 150.30(H), please to the following questions:
	Will the signs create a traffic vision obstruction?
	Will the signs create a pedestrian traffic obstruction?
	Are the signs compatible with the surroundings and is not uniquely out of character for the community? and
	Do the signs create a situation which could be detrimental to health, safety, or welfare?

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2023 has been a good year for public art in Saugatuck.

All of the current sculptures have been cleaned.

QR codes are being developed and installed in the near future.

The education component of the codes will engage viewers

The new CVB brochure which provides a trail to the sculptures

The CVB has taken over the care and maintenance of the public art

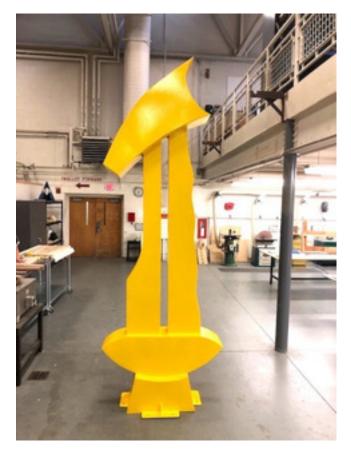
Empty Revisited by Shawn Phillip Morin was damaged a few years ago and has been removed from the Rose Garden.

Shawn viewed the condition of the work. Any repair would destroy the integrity of the piece. An insurance claim was filed and funds were received that can provide seed money for a replacement

An artist's work that has been integrated into a permanent sculpture collection should follow protocol for a replacement piece.

Morin provided images of two works that would fit the collection focus and enhance the current works. His previous works were stone which can be a fragile material for an outdoor work. Morin is currently working in a new direction, Welded painted steel.

Some of his earlier works he has temporarily installed to gage the public reaction to the works. These new works have been received great reviews and there is strong support for them.



Canary in a Coal Mine has been proposed for the City of Saugatuck. It measures 11' in height and can be elevated even higher with a taller base. The bright yellow sculpture will be a prominent focus at any site where it is installed. The cost of the piece is \$4,500. Shawn will provide free installation and delivery (asking for mileage)

"Canary in a Coal Mine" is phrase that began being used in 1911 when the coal miners would take a canary into a mine. The bird would fly out of the mine when the bird sensed carbon monoxide, an environmental danger that could potentially deadly. In 1987, the British coal miners ceased bringing canaries into the mines, yet the phrase is still being used.

The message that Shawn is sending in this sculpture is that **our environment in Saugatuck is in danger and continues down the path of destruction**. Without action and awareness of the current situation the environment dangers that will surround us will become deadly. We need a canary to wake up all who ignore their carbon foot print.

A question regarding the appropriateness of bringing this particular work to the current Saugatuck public art collection.

Of all the sculptures in the world, why would this sculpture be selected?

It is replacement for a sculpture created by the same sculptor.

The colorful, bright yellow work is bringing energy to a predominately muted sculpture collection.

The work is solid and well constructed by a well known national artist and is priced considerably lower than most his work and other comparable painted steel our door work.

The theme of the sculpture speaks to environmental issues that relate to the same challenges faced in Saugatuck.

Canary in a Coal Mine is phrase that began being used in 1911 when the coal miners would take a canary into a mine. The bird would fly out of the mine when the bird sensed carbon



monoxide, an environmental danger that could potentially be deadly.

The yellow canary (Crithagra flaviventris) is a small passerine bird in the finch family





The American **goldfinch** (Spinus tristis) is a small North American bird in the finch family found in Michigan

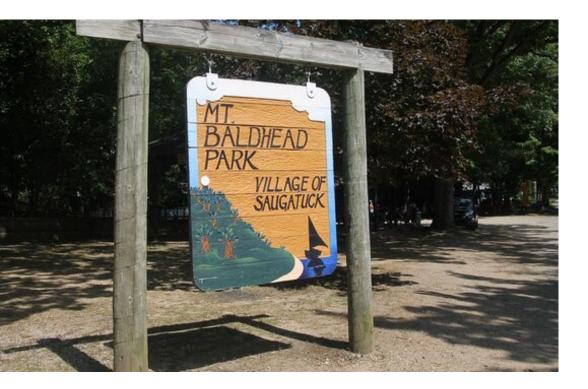
The **domestic canary**, often simply known as the **canary** (*Serinus canaria* forma *domestica*^[5]), is a domesticated form of the wild canary, a small songbird in the finch family.

In 1987, the British coal miners ceased bringing canaries into the mines, yet the phrase is still being used. The canary in this work is sending a danger sign is that our environment is being destroyed. Without action and awareness of the current situation the environment dangers will surround us and will become deadly. We need a canary to wake up all who ignore their carbon foot print

.Proposed sites for **Canary in a Coal Mine** would be in a natural environment that is endangered by climate change and abuse.



Oval Beach (near the sign) would relate to the fragility of Lake Michigan



Mt Baldhead Park bringing the delicate balance of the dune environment



River Bluff Park calls for an awareness of the forested areas



Saugatuck Sign at the corner of Blue Star and Holland St. emphasizing the importance of protecting our national resources in Saugatuck. 17 July 2023

Please add this to the council workshop agenda on 19 July

To: Mayor, City Council Members, City Manager From: G Corwin Stoppel 579 Mason St Saugatuck, MI 49453

Greetings

We have a potentially serious safety problem on many of the side streets and even the main arteries 'on the hill.' Except in a few areas where permanent no parking signs have been posted, motorists are parking on both sides of the street. That makes the roadway so narrow that a full sized car can barely squeeze through. It would be impossible for a fire or first responder vehicle to get through.

The situation was dangerous enough over Independence Day week end; surprisingly, it was even more dangerous this past week end. We now have Venetian Weekend coming up very quickly. My understanding that the problem will be magnified even more.

I realize that a permanent solution can not be accomplished before Venetian Week end, but I am quite certain there are well established precedents for the yellow "Police Order: No Parking" signs to be placed along one side or the other of our residential streets. I am also very sure it will be unpopular, especially for larger rental groups or those who are looking for a parking place. However, the safety and well-being of residents and visitors takes priority over inconvenience.

G Corwin Stoppel 616 886 8007