



**CITY COUNCIL SPECIAL MEETING AGENDA
December 23, 2020 – 4:00 P.M.**

1. CALL TO ORDER
2. ATTENDANCE (*ROLL CALL*)
3. AGENDA CHANGES (ADDITIONS/DELETIONS)
4. PUBLIC COMMENT AGENDA ITEMS ONLY (*Limit 3 minutes*) *Select “unmute” mic in the Zoom interface and speak your name to be recognized or press *6 if you are calling in by phone to unmute your phone to speak.*
5. DISCUSSION ITEMS
 - 5.A. **Release of Balas Sellman Donation**
 - 5.B. **Eurasian Water Milfoil Report**
6. ACTION ITEMS
 - 6.A. **City Manager Contract**
 - 6.B. **New Year’s Eve Wicks Park Tent**
7. PUBLIC COMMENT (*Limit 3 minutes*) *Select “unmute” mic in the Zoom interface and speak your name to be recognized or press *6 if you are calling in by phone to unmute your phone to speak.*
8. ADJOURN (*ROLL CALL*)

NOTICE:

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

Join online by visiting:

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

Join by phone by dialing:

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

Then enter “Meeting ID”:

2698572603

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

citymanager@saugatuckcity.com



City Council Agenda Discussion Item

FROM: Karen Doyle Homan

MEETING DATE: December 23, 2020

SUBJECT: Release of Balas Sellman Donation

DISCUSSION

Last December 23, 2019 the City of Saugatuck accepted a donation from the David Balas Jim Sellman Living Trust to be used to construct a performing arts band shell in Wicks Park. Mr. Sellman wrote, in his letter of December 23, 2019, "I (we) believe in making a performing arts experience as qualitative as possible for everyone. The addition of a specific structure in Wicks Park will not only enhance the experience, it will broaden the opportunities for what can be produced."

Beginning with the design phase this fall, the public outcry has been that a new band shell is not desired for Wicks Park. In light of this, Mr. Sellman has asked that his donation be returned.

Flies & VandenBrink engineering fees for the bandshell total \$5,801.25. Mr. Sellman indicated that he wanted the fees to be deducted from his donation. However, nothing Mr. Sellman did caused this turn of events. It is my recommendation that the city not deduct the fees but return his donation in full. The donation was invested in a Certificate of Deposit and it has earned interest of \$1,800. Interest follows principal so that should also go to Mr. Sellman

BUDGET ACTION REQUIRED N/A

The donation is a balance sheet item, not a revenue/expenditure item. The donation was for something that has yet to be provided. The City would carry an equal liability until the band shell was provided. Return of the funding does not affect the budget.

LEGAL REVIEW -

Mr Sellman's attorney is writing up the paperwork. Our attorneys will review it before Council approval of the release.

December 23, 2019

City of Saugatuck
102 Butler Street
P.O Box 86
Saugatuck, Michigan 49453

To:

Kirk Harrier, City Manager
Ken Trester, Saugatuck Mayor
Chris Peterson, Mayor Pro-Tem
Jane Verplank, Council Member
Mark Bekken, Council Member
Barry Johnson, Council Member
Holly Leo, Council Member
Garnet, Lewis, Council Member

My apologies for not being present in person to stand before you and speak about this matter. I've made a personal decision to go out of town during the holidays. I'd like this letter to be a part of the record for the Council Meeting of December 23, 2019.

When David and I were discussing our Trust revisions a while back, we talked of those organizations that we are both passionate about and who we would like to see receive money upon the first of our passing. The City of Saugatuck came up in our conversation. We put a lot of thought into how we would like to see those funds used by the City.

We both possess(ed) a very strong commitment to the performing arts. Our thinking is/was such an art form should be a meaningful experience for all members and visitors of our community. Therefore, we wanted to explore the possibility of an outdoor performing arts facility within the City as a use for the gifted funds. We met with Kirk Harrier, City Manager and shared our idea. He was enthusiastic about the prospect because the City had received a

master park plan that included such a facility. It was then we knew that this is what we wanted to propose to Council.

I want you all to know I am very proud of our decision and I know that David is too. When donating money to a governmental entity, one never knows how the approval processes are going to turn out. Your decision to accept this gift for the installation/construction of a "band shell" in Wicks Park is very moving. I (we) believe in making a performing arts experience as qualitative as possible for everyone. The addition of a specific structure in Wicks Park will not only enhance the experience, it will broaden the opportunities for what can be produced. For this reason, I want to personally thank each and every one of you. I know I speak for David too when I say I really can't wait to see the first performance. He was very proud to be a Saugatuck resident and I too hold that near and dear to my heart. Thank you very much for your positive action on this gift.

Best Regards,

A handwritten signature in cursive script, appearing to read "Jim Sellman".

Jim Sellman

**CITY COUNCIL
CITY OF SAUGATUCK
COUNTY OF ALLEGAN**

RESOLUTION NO. 191223-A

**A RESOLUTION TO ACCEPT A DONATION FROM AND APPROVE A DONATION
AGREEMENT WITH THE DAVID BALAS JIM SELLMAN LIVING TRUST**

Minutes of a regular meeting of the City Council of the City of Saugatuck, County of Allegan, State of Michigan, held in the Saugatuck City Hall on December 23, 2019.

PRESENT: Council Members: Lewis, Leo, Johnson, Bekken, Verplank, Trester

ABSENT: Council Members: Peterson

Council Member Verplank offered and moved the adoption of the following preamble and resolution, seconded by Council Member Lewis:

WHEREAS, the City of Saugatuck (the "City") owns, operates and maintains Wicks Park, a public park which is of great benefit to the residents, businesses and visitors to the City; and

WHEREAS, the City has adopted a Master Plan for Park Improvement and Development which includes, among other matters, a recommendation for the installation of a band shell to promote the performing arts at Wicks Park; and

WHEREAS, the David Balas Jim Sellman Living Trust (the "Trust") has approached the City and generously offered to assist in the funding of the bandshell consistent with the Master Plan; and

WHEREAS, the City Council, on behalf of the City, wishes to accept with gratitude and appreciation the donation offered by the Trust; and

WEHREAS, to effectuate the donation it is necessary to take certain actions including entering into a donation agreement with the Trust.

NOW, THEREFORE, IT IS RESOLVED THAT:

1. The City Council, subject to the terms of this Resolution, hereby:
 - a. Approves the Donation Agreement with the Trust, attached to this Resolution (the "Agreement"), and authorizes the Mayor and Clerk to sign the Agreement on behalf of the City; and
 - b. Accepts the donation of securities from the Trust consistent with the terms of the Agreement; and
 - c. Directs and authorizes the City Manager and other City officers to take all actions reasonably necessary to effectuate the Agreement including, without limitation, execution on behalf of the City of those tax and similar forms necessary to document the donation by the Trust..
 - d. Authorizes and directs the City Manager and other necessary City officers to establish in the name of the City a brokerage or similar account with George A. Stoutin of Edward Jones to facilitate the conveyance of the securities to the City with the Mayor, Mayor Pro Tem, Clerk, City Manager and City Finance Director listed as signatories.
 - e. Directs and authorizes the City Manager and other City officers to take all other actions reasonably necessary to effectuate the purposes of this Resolution.
2. All resolutions and parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

YEAS: Council Members: Johnson, Lewis, Leo, Bekken, Verplank, Trester

NAYS: Council Members: None

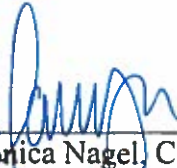
ABSTAIN: Council Members: None

ABSENT: Council Members: Peterson

RESOLUTION NO. 191223-A DECLARED ADOPTED

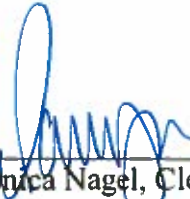


Ken Trester, Mayor
City of Saugatuck
County of Allegan



Monica Nagel, Clerk
City of Saugatuck
County of Allegan

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Saugatuck, County of Allegan, at a regular meeting held December 23, 2019, said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.



Monica Nagel, Clerk
City of Saugatuck
County of Allegan



Invoice

Karen Doyle Homan
 Interim Manager
 City of Saugatuck
 102 Butler Street
 PO Box 86
 Saugatuck, MI 49453

December 17, 2020
 Project No: 845610
 Invoice No: 57376

Project 845610 City of Saugatuck Park & Recreation CIP 2020
For professional services rendered for the period October 31, 2020 to November 27, 2020

Billing Phase	Fee	% Work Complete	Amount Billing	Previous Billing	Current Billing
Wicks Park Pavilion Planning	4,800.00	100.00	4,800.00	0.00	4,800.00
Total Fee	4,800.00		4,800.00	0.00	4,800.00
		Total Fee			4,800.00
			Total this Invoice		\$4,800.00

*Thank you for your business, it is sincerely appreciated.
 If there are any questions regarding this invoice or the services provided, please contact us at AR@fveng.com.*

Terms: Net 15 days



Invoice

Karen Doyle Homan
Interim Manager
City of Saugatuck
102 Butler Street
PO Box 86
Saugatuck, MI 49453

December 16, 2020
Project No: 847070
Invoice No: 57621

Project 847070 Saugatuck - Wicks Park Bandshell - 2020
For professional services rendered for the period November 28, 2020 to December 16, 2020
Professional Services

	Hours	Billing
Total	7.75	1,001.25
	Total this Invoice	\$1,001.25

*Thank you for your business, it is sincerely appreciated.
If there are any questions regarding this invoice or the services provided, please contact us at AR@fveng.com.*

Terms: Net 15 days

ITEM #5.B.



City Council Agenda Discussion Item

FROM: Karen Doyle Homan
MEETING DATE: December 23, 2020
SUBJECT: Eurasian Water Milfoil Advisory Committee Report

DISCUSSION

The City Council created and tasked the Eurasian Water Milfoil Advisory Committee to study and recommend the preferred treatment for controlling the invasive species in Lake Kalamazoo Harbor.

The Advisory Committees' Report to City Council follows.

Eurasian Water Milfoil Advisory Committee Report to Saugatuck City Council

December 28, 2020



Eurasian Water Milfoil Advisory Committee Report to Saugatuck City Council

Introduction

Lake Kalamazoo (the Harbor) has experienced a troublesome and increasing growth of an invasive species of weed known as Eurasian Water Milfoil. This invasive species is a nuisance to the public's use and enjoyment of the Harbor. In an effort to minimize and control the growth of this weed the Saugatuck City Council, at its regular meeting of October 12, 2020 appointed the Eurasian Water Milfoil (EWM) Advisory Committee and tasked the committee to "review the existing documentation, consult with appropriate agencies and experts, identify costs, and to ultimately report the committee's recommendations to the Saugatuck City Council on or before their regular meeting of February 8, 2021."

The committee members:

- Mayor Ken Trester, City Council member
- Garnet Lewis, City Council member (through November 23, 2020)
- Scott Dean, City Council member, communications advisor with Michigan Department of Environment, Great Lakes, and Energy (beginning November 24, 2020)
- Robert Shuchman, Co-Director of Michigan Technological Research Institute
- Pat Burroughs, Past Harbor Authority Board member, Environmental Law Attorney, Civil Engineer
- Tim Straker, Chair of Historic District Commission
- Karen Doyle Homan, Interim City Manager

Methodology/Discussion

For its first meeting, the committee concentrated on reviewing the data and other information collected by the City in the prior two years. This review included the Aquatic Vegetation Survey and Treatment Options Report performed in 2018 by Kaiser & Associates. (Committee packet materials containing all documents/video/photos shared are available at <https://www.saugatuckcity.com/index.php/2020-03-11-16-11-12/news>).

For its second meeting, a panel of experts was assembled. The panel was made up of:

- Melissa DeSimone, Executive Director, Michigan Lakes and Streams Association
- Zach Berry, Biologist, General Manager, Aquatic Doctors
- Ryan Schauland, Biologist/Aquatic Ecosystems, President/Owner Aquatic Doctors
- Andy Tomaszewski, Biologist, PLM Lake and Land Management Corp.

- Jason Broekstra, Biologist, VP of Great Lakes Operations, PLM Lake and Land Management Corp.
- Michael Smith, Owner, Mtt DASH Divers
- Kim Arter, Laketon Township Supervisor; President, Bear Lake Lake Board

With the experts' assistance, all possible methods of treatment were evaluated. These methods and the conclusions reached were:

- Cutting/Harvesting: Harvesters mow the milfoil under water. It is a short-term relief method without any long-term benefits. The resulting fragmentation of the EWM spreads it further.
- Diver Assisted Suction Harvesting (DASH): DASH is being used successfully when the EWM is contained to a small area, less than an acre if dense (Higgins Lake), or in a larger area if the pockets of EWM are scattered (Lake Leelanau). The Kalamazoo Harbor infestation is currently localized, dense and over many acres (17-20 acres). Mtt DASH Divers stated that it takes a week to do a dense half acre equipped with two boats and divers, and advised this method was not recommended for the Harbor because of its size.
- Weevils: Weevils were once promising for long-term control of EWM. They are difficult to propagate for commercial use and not widely used anymore. There is also the danger of introducing another non-native species to the lake.
- Dredging: Dredging is a possible long-term solution. The cost of dredging and the difficulty of permitting does not make it viable in the short-term.
- Benthic Barriers: Benthic barriers are like landscape tarps. They would be difficult to anchor in a flowing river system. They would also kill the native plants along with the invasive species. They are illegal to use for this purpose in Michigan.
- Sonar (fluridone): Not to be confused with acoustic technology, Sonar (fluridone) treatment is like chlorinating a swimming pool. The dilution, 6 ppb, will kill EWM, but will not impact native plants. It is a risky option in a flowing system because it needs to stay 60 days to be effective.
- Aeration: Aeration is great to restore health to an inland lake with algae blooms. It is not effective for EWM or recommended in a flowing system.
- Herbicide: Herbicides placed appropriately, systemically, and properly will cause the die-off of the invasive EWM without harming the native species. Granulated herbicide products that quickly sink to the targeted treatment areas are recommended because they are less impacted by flow. It is already being used in the watershed by the City of Douglas and proving to be effective. Other

nearby harbor communities in West Michigan are also using herbicides to combat invasive EWM.

The panel and committee discussed unintended consequences (impact on native species, fish, and habit) if an herbicide is used. The consensus among the experts was, that by taking out the fast-spreading, non-native invasive species the native species—which are currently being choked out—will return and natural habitat will reappear in the treated areas.

The consequences of allowing the invasive EWM to spread are the potential collapse of the ecosystem. The EWM blocks out the sun, and it degrades and destroys food sources and habitat. When it dies out in the fall, the decaying plants reduce oxygen in the water, which in turn kills fish because there is no food source for them.

An additional benefit of eliminating the invasive EWM is that the foul-smelling duckweed, a native species, will no longer be trapped in EWM's dense mat and thus more likely to continue its normal path down river and out to Lake Michigan.

In addition to environmental considerations, controlling the spread of invasive EWM positively benefits the public's enjoyment of Kalamazoo Lake and Harbor. Controlling it is vital to our local tourist-dependent economy.

(The panel discussion may be viewed on youtube at:
<https://www.youtube.com/watch?v=eYMXBjNYTeE>)

Riparian/Waterfront Property Owners' Consent

As a part of its investigation the Committee looked into the need to obtain individual riparian owners' consent to treat the Harbor for the invasive milfoil. The Committee found the following points:

- Municipalities have an obligation to keep water bodies navigable and free from noxious weeds, just as they do to maintain roads and land areas.
- The Michigan Department of the Environment, Great Lakes and Energy (EGLE) does not require individual property owner consents when the aquatic weed treatments are being done by a municipality through a professional contractor. This is true whether the funding comes from special assessments or from the City's General Fund.

Conclusion

The panel unanimously concluded that herbicide treatment of the invasive EWM patches in Kalamazoo Lake and Harbor would be safe and effective. Herbicide is recognized as a viable treatment option by the Michigan Department of Environment Great Lakes, and Energy (EGLE) and does not come with some of the unintended

consequences of other treatment or cutting technologies. It is also likely the most cost-effective option. The panel also concluded that once the growing EWM infestation is under control, Diver Assisted Suction Harvesting (DASH) may become a viable long-term option of continued maintenance of invasive aquatic weed growth. Although not the focus of the panel's discussion, it was noted that longer-term work and engagement with communities upstream of Kalamazoo Lake would be beneficial in addressing the root causes of weed growth (agricultural run-off, failing septic systems, loss of habitat).

Recommendation

The Committee recommends that the City of Saugatuck partners with the City of Douglas to treat invasive Eurasian Water Milfoil with herbicide. Douglas has already proven that this can be accomplished safely and effectively, and partnering in the stewardship of this shared body of water will save both cities money. The City of Douglas's vendor, Aquatic Doctors, has offered a 5% quantity discount if our two communities' partner. We would share the cost of one permit from EGLE rather than obtaining two.

Further, the Advisory Committee recommends the city fund the cost of treatment in the first year.

This recommendation does not require a competitive bidding process. The City of Saugatuck's Code of Ordinances, Ordinance 32.18(C) states under the heading *Exceptions to Competitive Bidding*: "Where the City Council shall determine that the public interest will be best served by purchase from or joint purchase with another unit of government".

Another factor supporting partnering with the City of Douglas is that in early 2020 the City of Saugatuck sent out Requests for Proposals (RFP) for treating Eurasian Water Milfoil. Two contractors responded with Aquatic Doctors being the low bid. Their quoted price in 2021 did not increase from their 2020 bid.

Cost

Aquatic Doctors cost per acre of granular triclopyr (used in Douglas) is \$560 an acre, per treatment. In 2018, when Kaiser & Associates performed their study, the recommended treatment areas were estimated between 17 and 20 acres. Using 20 acres as a high estimate, and applying the 5% discount, the cost for treating 20 acres would be \$21,375 (two treatments over the season) plus our share of the permit.



AQUATIC DOCTORS LAKE MANAGEMENT, INC. ("Aqua Docs") of P.O. Box 150247, Grand Rapids, Michigan 49515 and City of Saugatuck of Saugatuck, Michigan agree:

Aqua Docs will provide a professional aquatic program for the control of weeds and/or algae in **Kalamazoo Harbor**. The program will consist of the following:

May/June: Weed and Algae treatment applying restrictive products such as Navigate (2,4-D), Diquat, Triclopyr, Aquathol K, Hydrothol 191, and non-water restrictive products such as copper sulfate, Cutrine-Plus, Cutrine-Ultra, Cygnet Plus, and shade as a tracer.

**3-4 weeks after initial treatment- spot treat weed beds and algae treatment.

July and August: Algae treatments applying non-water restrictive products such as copper sulfate, Cutrine-Plus, Cutrine-Ultra, Cygnet Plus and shade as a tracer. Spot weed treatment for EWM and other nuisance plant growth.

Cost per Acre:

Navigate: Granular systemic 2,4-D herbicide to control Eurasian Watermilfoil	\$ 315.00
Triclopyr: Granular systemic herbicide to control Eurasian	\$ 560.00
Triclopyr: Liquid systemic herbicide to control EWM	\$ 285.00
Clipper: systemic herbicide to control Starry Stonewort	\$ 575.00
Harpoon: granular systemic herbicide to contro Starry Stonewort	\$ 425.00
Diquat: Liquid herbicide to control EWM, Curlyleaf, and Pondweeds	\$ 185.00
Aquathol K-Hydrothol 191: Liquid herbicide to control Pondweeds	\$ 205.00
Algaecides: Granular products to control Chara	\$ 50.00
Algaecides: Granular and liquid products to control algae	\$ 40.00
Water Quality Program:	\$ 50.00/sample

Description and Optional Services:

Weed Treatment: Milfoil, Curly-leaf, Coon-tail, Chara, and various pondweed treatments applying restrictive products such as granular Navigate (2,4-D), Aquathol K, Hydrothol 191, Diquat, Triclopyr, Komeen, Glyphosate, and Cygnet Plus.

Algae treatment: Non-water restrictive algaecides such as Copper Sulfate, Curtain-Plus, Cutrine-Ultra, Chelated Copper, Earthtech, Greenclean, and shade as a tracer. Treatments should occur monthly to prevent existing growth and prevent re-growth. Surrounding conditions (i.e. sunlight, temperature, nutrient concentration, etc...) may require additional treatments.

Muck/Enzyme Treatment: Designed to decrease levels of organic sediment in lakes and ponds while reducing odors and improving water clarity. The pellets sink quickly, targeting 'muck' on the bottom. Mukk Busster does not contain pathogenic bacteria and it is fish and wildlife friendly. Contains 3 billion CFU/gram (Colony-forming units).

Water Quality Program: Water quality program consists of lake samples taken and sent to an independent laboratory (Prein & Newhof). The samples can be tested for a variety of things including; fecal bacteria (E. coli), dissolved oxygen, conductivity, total dissovled solids, pH and alkalinity. Primarily E. coli is the focus.



- Specific treatment dates will be set by Aqua Docs, in cooperation with Kirk Harrier.
- Please be aware Aqua Docs can only treat weeds and algae present at the time of treatment. We have no control over future weed or algae growth based on the current chemicals registered for aquatic use in Michigan.
- Unless otherwise stated in the program, all other aquatic pest control will require a separate program (i.e. cattails, duckweed, largeleaf pondweed, lily pads, purple loosestrife, watermeal, etc...)

Aqua Docs will obtain the DEQ “Aquatic Nuisance Control permit” and post restriction signs as required. Any facility or location related permits/requirements, for example, “Discharge or Retention” permits will be the responsibility of the customer, association, resident or facility. It is your association’s/group’s responsibility to notify each resident within one hundred (100) feet of the treatment area at least seven (7) days in advance of the first treatment that chemicals will be applied. This notification requirement must be provided to every property owner who has consented to have their property treated. Lake boards and townships who assess the lake property owners are exempt from individual consent documentation. The property owner is responsible for removing any restriction signs ten (10) days after the conclusion of water use restrictions.

Aqua Docs carries a general liability policy of insurance for workmans comp, bodily injury and property damage with limits of \$1,000,000.00 per occurrence. Certificates of insurance will be provided upon request.

The State of Michigan requires a minimum fee of \$75.00 and increases the fee to \$1500.00 for treatment areas of 100 acres or more. Please make check to the State of Michigan. Application for the DEQ “Aquatic Nuisance Control permit” shall occur promptly after the fee is received from the customer.

Special Notes & Conditions of Treatments

- #1 – Our office must be notified of any inlets/outlets to meet specific permit requirements with the Michigan DEQ.
- #2 – If the water body is being used as a source of irrigation, please notify our office prior to any treatments.
- #3 – To minimize the possible effects on health and the environment, the treated waters MAY be restricted for such uses as swimming, bathing, irrigation, fish consumption and/or livestock.
- #4 – If an access site has not been determined or established prior to services rendered, then an access site must be determined at the discretion of the applicator at the time of treatment.

Payment in full is due within fifteen (15) days of each application. Any amount remaining unpaid when due shall accrue a penalty of 1.5% per month.

All materials utilized by Aqua Docs shall be of the highest quality and are registered with the U.S. Environmental Protection Agency and the Michigan Department of Agriculture.

The accumulation of dying and decomposing plants and algae can deplete the dissolved oxygen supply in the water, which may result in fish mortality. Please note that such occurrences are minimal, however, the possibility does exist. Due to their level of sensitivity, Goldfish, Coy, and Trout are more susceptible to a treatment than other fish species. During Late Spring and Summer, many NATURAL fish kills occur due to an increase in water temperature and spawning habits, primarily.

Three or five year treatment program: As an incentive to establish a multiple year agreement we will treat your lake or pond at the same price structure as 2019 for 2020! The remaining years (2021-2023) will have cost increases of three percent or less. If total chemical costs exceeds 10% from the previous year a new agreement will have to be mutually acceptable. If during the life of the contract the DNR or other regulatory agencies significantly change the approved treatment procedures or the client finds the manner in which the work is performed less than satisfactory, either party may terminate this agreement upon giving ninety (90) days advance written notice thereof.



Contract:

Signature Page for “City of Saugatuck”

Program Option for City of Saugatuck:

One (1) Year Program- _____
Three (3) Year Program- _____
Five (5) Year Program- _____
(Just initial your choice)

Aquatic Doctors Lake Management, Inc.

By: MT Ryan Schauland B.S.
President

Signature

Date

For City of Saugatuck Representative:

Name (Print) _____

Title _____

Address: _____

Phone: _____

(Day): _____

(Eve): _____

Signature

Date

email: _____

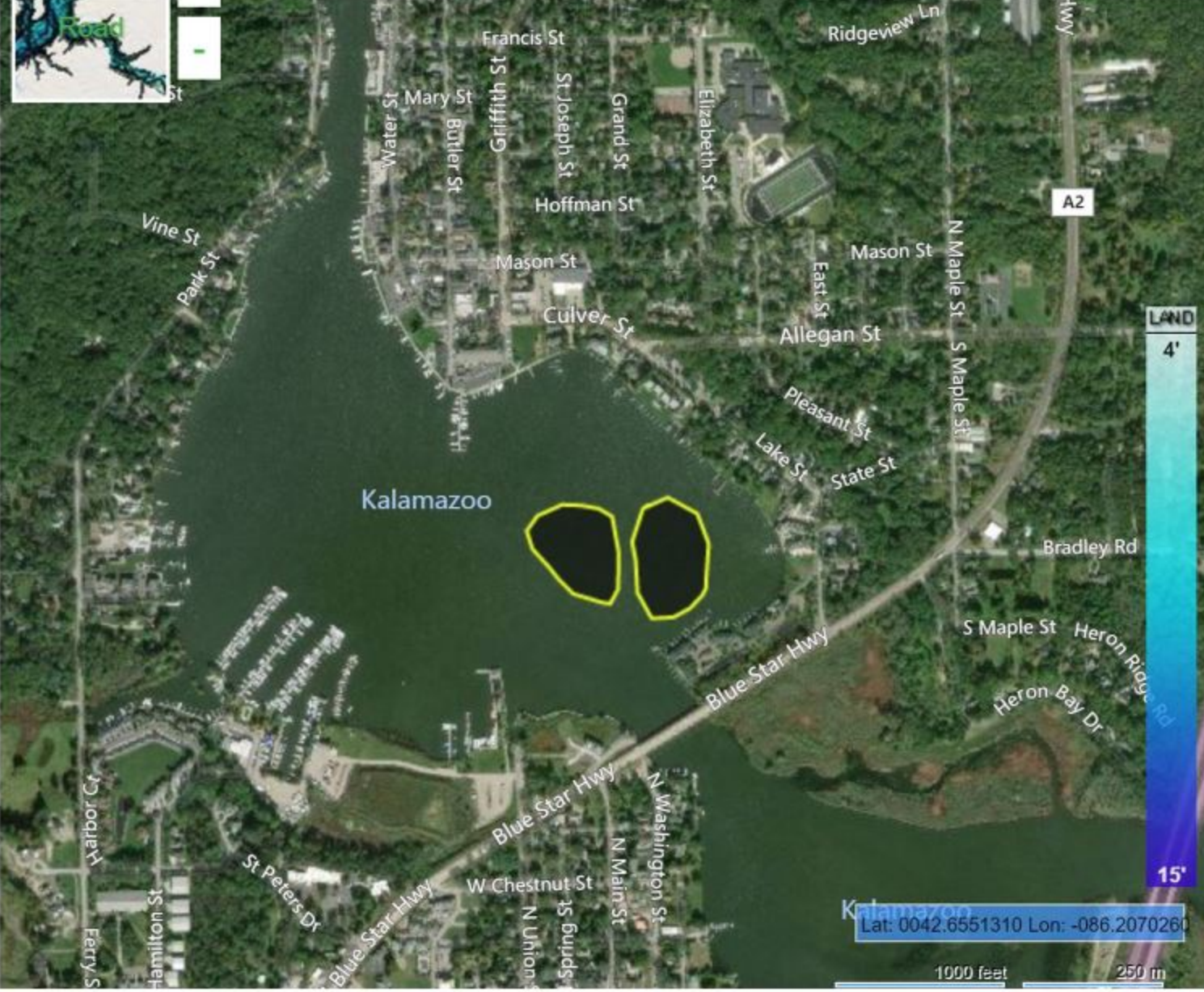




Figure 1. Kalamazoo Harbor Bathymetric Contour Map, Kieser & Associates, June 2018

City Manager

From: Cliff H. Bloom <cliff@bloomsluggett.com>
Sent: Wednesday, December 16, 2020 1:51 PM
To: City Manager
Cc: Jeff V.H. Sluggett; Cliff H. Bloom
Subject: FW: Saugatuck-email opinion re aquatic weed treatments-permitting-EGLE

Karen-

This will confirm our telephone conversation from last Friday wherein we discussed the permitting requirements for the Michigan Department of the Environment, Great Lakes and Energy (“EGLE”) for utilizing aquatic weed treatments for the Kalamazoo River. As we discussed, typically, the professional treatment company hired by the municipality will handle all of the permitting requirements and should be intimately familiar with EGLE’s permitting requirements, practices and procedures.

Confusion has arisen regarding whether the City of Saugatuck (“Saugatuck”) and the City of Douglas can jointly treat the Kalamazoo River without obtaining the express consent of all of the owners of all of the riparian properties along the portions of the river involved. It has been our experience that EGLE does not require those consents where a municipality is involved in performing the aquatic weed treatment applications through a professional contractor.

In Michigan, for inland lakes, the lakefront or riparian property owners typically own to the center of the lake under the water. Whether “whole” lake treatments or spot treatments are done, EGLE typically requires the consent of all riparian property owners on the lake involved to do the treatment. Where there are “spot” treatments not involving the entire lake, EGLE will typically require the written consent of all of the riparians within a certain distance of where the treatments will occur (for example, 100 feet). Obviously, requiring such written consents from riparian owners for treatments (either on the entire lake or in an area of the lake) is problematic and effectively precludes such treatments in most lakes.

In the past, however, EGLE (and before that, the Michigan Department of Environmental Quality) has taken the position that if the aquatic weed treatments are being done by a municipality, the individual riparian property owner consents are not necessary. The same has generally also been true with waterways whereby the bottomlands are owned by a governmental unit and the weed treatment process is also being done a municipality. Typically, municipalities treat aquatic weeds in lakes and rivers via either a special assessment district or pursuant to the establishment of a formal Michigan statutory lake board. However, those do not seem to be prerequisites for EGLE not requiring all individual riparian property owner written consents if a municipality is performing the aquatic weed treatment services (even if the municipality uses money from its general funds).

Please do not hesitate to contact me should you or any other City officials have any further questions regarding this matter. Thank you. -

Bloom Sluggett, PC
Counselors & Attorneys

Our firm has moved! Effective August 1, 2020, our offices are now located in Suite 400 of the Waters Center Building in downtown Grand Rapids.

161 Ottawa Ave. NW, Suite 400
Grand Rapids, MI 49503
cliff@bloomsluggett.com



City Council Agenda Item Report

FROM: Karen Doyle Homan

MEETING DATE: December 23, 2020

SUBJECT: City Manager Contract

DISCUSSION:

It has been a whirlwind three months since Walsh Municipal Consulting was selected to lead the search for a new city manager. We had an aggressive timeline but no effort was spared. The city had twenty-nine applicants from across the United States. The list was narrowed down to ten strong candidates. From these the city council interviewed four finalists.

From the community stakeholder interviews, the qualities your future leader needed to demonstrate included:

- History of overseeing multiple projects at the same time
- Demonstrated appreciation for environmental sustainability
- Will work well with staff and will earn the trust of the city council, staff, business community and residents.
- Embraces our diversity
- Has a passion for customer service and is comfortable in the office and downtown supporting local merchants.

Ryan Heise, currently the manager of Egg Harbor, in Door County Wisconsin, was unanimously chosen by City Council to be the next City Manager. Residents and staff also identified Mr. Heise as the best choice. Mayor Bekken and Mayor Pro Tem were authorized to work with Mr. Walsh on a contract. The resulting contract follows this memo, was signed by Mr. Heise, and requires your approval as well.

LEGAL REVIEW: Attorney Jeff Sluggett contributed to and had final review of the contract.

SAMPLE MOTION:

Motion to approve/deny the City Manager Employment Agreement between the City of Saugatuck and Ryan Heise.

CITY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of December, 2020 by and between the City of Saugatuck, State of Michigan, a municipal corporation, hereinafter called "Employer", as party of the first part, and Ryan Heise, hereinafter called "Employee", as party of the second part, both of whom understand as follows:

RECITALS

WHEREAS, Employer desires to employ Employee to serve as City Manager of the City of Saugatuck, which employment shall be at the pleasure of its City Council, and

WHEREAS, it is the desire of the Employer to provide certain benefits, establish certain conditions of employment and to set working conditions of Employee.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration in and referred to in this Agreement, the sufficiency of which is acknowledged, the parties agree as follows:

Section 1: EMPLOYMENT

Subject to the terms of this Agreement, Employer hereby employs Employee as its City Manager for the City of Saugatuck to perform the functions and duties required and permitted by state law including, without limitation, those duties as set forth in the City Charter, the City Code of Ordinances, the adopted job description for the City Manager (attached as Exhibit A and incorporated by reference), and such other functions and duties as the City Council shall from time to time assign. Employee shall perform such duties in an efficient and conscientious manner, exercising his discretion, judgment and authority in the best interests of the City and in compliance with all applicable laws, rules, regulations, orders and directives of any officer or agency of competent jurisdiction. Employee's first day of service shall be February 1, 2021.

The Employee is an exempt employee and is expected to engage in those hours of work necessary to fulfill the obligations of the City Manager's position. The Employee does not have set hours of work as the Employee is expected to be available at all times; however, certain exceptions apply, including personal time off when the Employee is not available by phone. During periods in which the Employee anticipates being unreachable by phone, the Employee shall make arrangements to delegate responsibilities and tasks as necessary, and to provide the City with an alternative means of contacting the Employee in the event of an emergency.

It is recognized that the Employee must devote a great deal of time to business of the City outside of the City's customary office hours; accordingly, the Employee's work

schedule is anticipated to vary in accordance with work required to be performed. Employee shall spend sufficient hours on site to perform Employee's duties; however, Employee has discretion over Employee's work schedule.

From time to time during his employment pursuant to this Agreement, Employee may be appointed by the City Council, by the Mayor, by operation of law or contract or otherwise to various boards, commissions or other bodies as a nonvoting member. Employee agrees that the termination of his employment as City Manager shall constitute his resignation from and termination of his office or membership on such other boards, commission and bodies.

Section 2: TERM

A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the service of Employee at any time, subject only to the provisions set forth in Section 13, paragraphs A and B.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the Employer, subject only to the provisions set forth in Section 13, paragraph C.

C. Employee agrees to remain in the exclusive employment of Employer until termination of this Agreement and neither to accept other employment nor to become employed by any other employer, unless specifically approved by the Council, until said termination date, unless said termination date is affected as hereinafter provided.

Section 3: SALARY

Employer agrees to pay Employee for services rendered pursuant to this Agreement, an annual salary of \$100,000, payable in installments at the same time as other employees of the Employer are paid. As a salaried, exempt employee, Employee shall not be paid overtime or any other added amounts for time spent outside of regular working hours.

Employee's salary and/or benefits may be increased during the term of the Agreement in such amounts and to such extent as the City Council may determine is beneficial to the City. Salary changes as provided for in this section may be implemented by the City Council as part of its review and approval of the annual City budget.

Section 4: VACATION, SICK AND PERSONAL TIME

Unless in conflict with the terms of this Agreement, Employee shall be entitled to vacation, sick and personal time pursuant to the duly adopted policies applicable to full-time exempt employees of the City of Saugatuck as amended from time to time.

Section 5: INSURANCE AND BENEFITS

A. Employer agrees to put into force and make required premium payments for Employee for insurance policies for life insurance, accidental death and dismemberment, disability and health insurance at the same coverage and benefit levels as provided to full-time exempt employees of the City of Saugatuck subject to the terms of applicable insurance policies and the City of Saugatuck's personnel policies as they may be revised or amended. Employee shall be responsible for complying with all eligibility and other terms of any such coverage and shall be responsible for any co-pays, deductibles and such other amounts as are required to be paid by the eligible employee under such policies.

B. Employer will reimburse Employee for documented dental and vision costs incurred by Employee, Employee's spouse and dependents in a total amount not to exceed \$900 per year consistent with the duly adopted policies applicable to full-time exempt employees of the City of Saugatuck as amended from time to time.

C. Employer will make contributions to Employee's retirement plan consistent with the duly adopted policies applicable to full-time exempt employees of the City of Saugatuck as amended from time to time.

D. Employer agrees to match the Employee's contribution to the Employee's fixed/variable rate annuity retirement plan in an amount not to exceed 4% of Employee's annual gross salary.

E. Employer will provide Employee job related personal tools or equipment, such as a computer, cell phone, etc. reasonably necessary to perform Employee's functions and duties. Upon termination for any reason Employee shall return all such equipment to the Employer no later than Employee's last day of employment.

Section 6: PROFESSIONAL DEVELOPMENT

Employer shall pay the cost of conferences and meetings attended by the Employee for business and professional purposes, including the Michigan Chapter ICMA meetings and activities, Michigan Municipal League functions, and other State and local meetings that the Employee chooses to attend after approval of the City Council.

Section 7: DUES AND SUBSCRIPTIONS

Employer agrees to pay Employee's professional dues as necessary or desirable after consulting with the Council. The City also agrees to pay for books, magazines and

subscriptions that the Employee deems necessary and desirable for the performance of his duties after consulting with the Council. These amounts are to be incorporated into the departmental budget for each fiscal year.

Section 8: GENERAL EXPENSES

The Employer agrees to pay the Employee the sum of Three Thousand Dollars (\$3000) annually as an automobile allowance payable in twelve (12) equal installments. Employee shall not be provided with a City owned vehicle. Employee shall be responsible for maintenance and insurance on Employee's vehicle. Employee shall not be compensated for mileage while conducting City business.

Section 9: HOUSING AND RELOCATION EXPENSES

The Employer agrees to provide the Employee a lump sum of Nine Thousand Dollars (\$9,000) to cover relocation and initial housing expenses. The initial payment of Four Thousand Five Hundred Dollars (\$4,500) shall be provided upon execution of this Agreement. The additional Four Thousand Five Hundred (\$4,500) shall be provided on Employee's first day of employment. Employee shall pay back 100% of the \$9,000 should Employee voluntarily resign his position prior to one year of service.

Section 10: INDEMNIFICATION

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in Employee's good faith performance of his duties as City Manager. Employer may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The foregoing shall not apply to matters in which the Employee is charged with the commission of a civil infraction, criminal offense, felony or misdemeanor, or for which the basis of liability is the commission of an intentional tort.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: PERFORMANCE EVALUATION

A. The City Council may conduct evaluations of the Employee. The City Council

may undertake any such review on its own initiative or at the request of the Employee. To the extent permitted by law, Employee may request that an evaluation be conducted in an executive session of the City Council. An evaluation shall be in accordance with specific criteria which may be added to or deleted from as the Council may from time to time determine, in consultation with the Employee. Further, the Mayor shall provide the Employee with a summary written statement of the findings of the Council and provide an adequate opportunity for the Employee to discuss his evaluation with the Council.

B. Annually, the City Council and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City, and in the attainment of the City's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives may be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

C. In effecting the provisions of this Section, the City Council and the Employee mutually agree to abide by the provisions of the applicable law.

Section 13: SUSPENSION

Employer may suspend the Employee with or without full pay and benefits at the discretion of the City Council at any time during the term of this Agreement, but only if:

- (1) A five-sevenths (5/7s) majority of the City Council agrees, or
- (2) Following a public meeting, a majority of the City Council votes to suspend Employee for just cause; provided, however, that Employee shall have been given written notice setting forth any charges at least five (5) days prior to such meeting by the City Council members bringing such charges.

Section 14: TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by a five-sevenths (5/7s) majority vote of the City Council as provided for in Section 12, and during such time Employee is willing and able to perform his duties under this Agreement, then in that event Employer agrees to pay Employee wages and benefits for an additional six (6) months as severance pay. In the event Employee is terminated because of his conviction of any illegal act involving personal gain to him, or conviction of a felony, or upon a finding of misfeasance or malfeasance of office or duties after a hearing before the City Council (with not less than five (5) days prior notice in writing of the act(s) of malfeasance or misfeasance), then, in that event, Employer shall have no obligation to pay the severance pay designated in this paragraph.

B. In the event the Employer, at any time during the term of this Agreement, reduces the salary or other financial benefits of Employee in a greater percentage than

an applicable across-the-board reduction for all employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision financially benefiting Employee herein, then, in that event, Employee will be deemed to be terminated at the date of such reduction or such refusal to comply by Employer and Employee shall be entitled to severance pay as described in the preceding paragraph commencing the date of termination.

C. In the event Employee voluntarily resigns his position with Employer before expiration of the term of his employment, then Employee shall give Employer one (1) month's notice in advance, unless the parties otherwise agree.

D. Upon his termination or resignation, Employee shall be paid for accrued and unused vacation and personal time. Upon his termination or resignation, Employee shall be paid for accrued and unused sick time pursuant to the duly adopted policies and practices applicable to full-time exempt employees of the City of Saugatuck.

Section 15: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The City Council, in consultation with the Employee, shall fix any such terms and conditions of employment as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the City Charter or any law.

B. All provisions of the City Charter and policies and regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the Employee as they would to other employees of the Employer, provided that said benefits shall not reduce the specific benefits provided to the Employee herein.

Section 16: REDUCTION OF BENEFITS

Employer shall not any time during the term of this agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction across the board for all employees or the Employer.

Section 17: HOME OFFICE

It is recognized that some functions of the Employee are a 24-hour per day responsibility. To that end, it is also recognized that the Employee may maintain an office at his place of residence for business purposes. The cost of maintaining that office is the sole responsibility of the Employee and not of the Employer.

Section 18: NOTICES

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage pre-paid, addressed as follows:

- (1) Mayor, City of Saugatuck, 102 Butler St., P.O. Box 86, Saugatuck, MI 49453.
- (2) Ryan Heise, local address on file at Saugatuck City Hall.

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 19: GENERAL PROVISIONS

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. This Agreement shall become effective December 28th, 2020 and it shall remain in effect until terminated.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Employer has caused this agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first written above.


EMPLOYER

ATTEST:

Erin Wilkinson, Clerk
City of Saugatuck

Mark Bekken, Mayor
City of Saugatuck

EMPLOYEE



Ryan Heise
City Manager



City Council Agenda

FROM: Cindy Osman Planning and Zoning

MEETING DATE: December 23, 2020

SUBJECT: Wicks Park Bar and Grill Special Event Application

DESCRIPTION: Restaurants and bars have been particularly hard hit by the Covid-19 restrictions in place to help curb the spread of the virus. Specifically, Restaurants and Bars are limited to outdoor seating and take-out through January 15, 2021. Christine Pierce from Wicks Park Bar and Grill is requesting a Special Event Permit to allow for a tent in the parking places adjacent to her business to allow for some outdoor seating to allow people to enjoy the New Years Eve celebration with alcohol service and with live music.

DETAILS:

- The 20 x 30 tent would be set up the day before on December 30, 2020 and removed on January 2, 2021.
- It would not be completely enclosed to comply with Covid restrictions.
- The live music would start at 9:00 PM and end at midnight.
- Traffic control barriers will be coordinated with the DPW.
- Any heating devices will be required to be approved by the Fire Department.
- Wicks will supply all trash containers.
- In the event of snow or rain, the event will be cancelled.

Certificate of insurance is on file.

MOTION:

Motion to approve the Wicks Park Bar and Grill special event application for outdoor seating with food and alcohol service, and live music as described in the application.

December 15, 2020

To whom it may concern:

I am submitting a special event application with not knowing what the Governors Executive order is going to be on 12/31/2020. If we are still at takeout and outdoor dining only – I would like to rent a tent to go in the parking spots in front of my building (following all the COVID rules) for some people to enjoy some type of NYE celebration. The tent will not be completely enclosed – just give a little shelter for guest to enjoy! If we can have dine-in again – I may not use a tent. I am just trying to plan a few options.

Please feel free to call me – I will be out of town 12/16 – 12/26 so I am able to be reached by cell phone 239-272-4296.

Thank you for helping businesses in Saugatuck try to stay alive.

Christine Murphy Pierce



Owner Wicks Park Bar & Grille

239-272-4296



Council Action
 _____ Approved
 _____ Denied
 _____ Date

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

SPECIAL EVENT APPLICATION

Must be filled out in its entirety & returned to the City Clerk's Office 30 days prior to scheduled event

SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: Wicks Park Bar & Grille TELEPHONE: 239-272-4296
 MAILING ADDRESS: PO Box 58
 CONTACT NAME: Christine TELEPHONE: 239-272-4296
 E-MAIL ADDRESS: Christine@wickspar.com CELL PHONE: _____

CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: Christine TELEPHONE: 239-272-4296
 E-MAIL ADDRESS: Christine@wickspar.com CELL PHONE: _____

EVENT INFORMATION

NAME OF EVENT: NYE DATE(S) OF EVENT: 12/30-12/31
 PURPOSE OF EVENT: Extra space for NYE RAIN DATE: NONE

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

EVENT LOCATION: 449 Water St. EVENT HOURS: _____

ESTIMATED NUMBER OF ATTENDEES: _____

ESTIMATED NUMBER OF VOLUNTEERS: 0

ESTIMATE DATE / TIME FOR SET-UP: 12/30/20 A.M. P.M.

ESTIMATE DATE / TIME FOR CLEAN-UP: 1/2/21 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: 9:00 END: 11:00 - midnight would be ideal?

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: _____

all info is already filed due to COVID

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

10 signs

Using same parking spots that outdoor area was

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

- "YARD" SIGNS - Number requested: _____ (Maximum size is 2' x 2'. Cannot be displayed no more than 15 days prior to first day of event and must be removed 24 hours after end of event.)
- BANNER UNDER SAUGATUCK PALETTE SIGN - (Size cannot be greater than 14' x 4'). Cannot be displayed more than 15 days prior to first day of event and must be removed 24 hours after end of event.)
- SIGNAGE AT EVENT SITE - Location(s): _____
Description of signs: _____
(Signs at event site cannot be displayed prior to day of the event and must 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 Taylor - 20x30 TENT
- AWNINGS - QUANTITY _____
- TABLES - QUANTITY _____
- PORTABLE TOILETS - QUANTITY _____

VENDOR PARKING: Have you made arrangement for vendor parking? Yes No
If yes, where do you propose your vendors park? NO VENDORS

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

20x30 TENT one side

DEPARTMENT OF PUBLIC WORKS

APPROVED DENIED

Authorized Personnel Signature

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

TRASH RECEPTACLES – QUANTITY _____

BARRICADES – QUANTITY _____

TRAFFIC CONES – QUANTITY _____

PARKING SIGNS – QUANTITY _____

FENCING WATER ELECTRIC

RESTROOM CLEANING

OTHER _____ all wipes trash CANS

POLICE DEPARTMENT

APPROVED DENIED

Authorized Personnel Signature

ADDITIONAL OFFICERS REQUIRED? Yes No

If yes please describe & include times _____

Other (describe): _____

SAUGATUCK TOWNSHIP FIRE DISTRICT

APPROVED DENIED

Authorized Personnel Signature

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

Street closure date/time: _____ A.M. P.M.

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

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

Describe Sidewalk Use: _____

Sidewalk closure date/time: _____ A.M. P.M.

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

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

Parking Lot Location: _____

Sidewalk closure date/time: _____ A.M. P.M.

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

What parking arrangements are proposed to accommodate potential attendance: _____

APPLICATION CHECK LIST

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

If document is missing, please explain: _____

The applicant and sponsoring organization understand and agrees to:

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

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

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

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

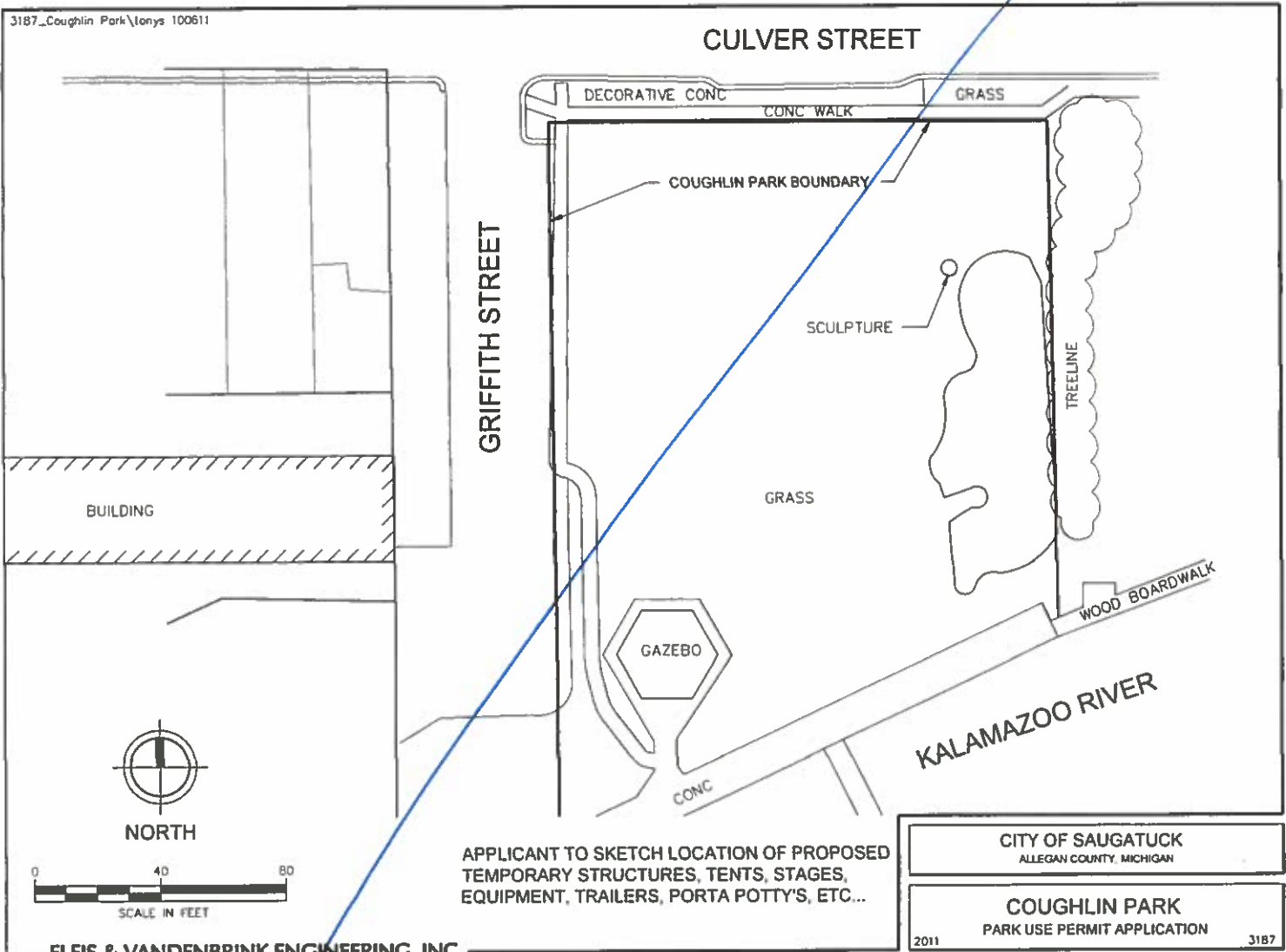
Applicant agrees to defend, indemnify and hold harmless the City of Saugatuck, Michigan from any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from this Special Event by reason of any damage to property, personal injury or bodily injury,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

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

Applicant Signature

12/10/20

Date



CULVER STREET

GRIFFITH STREET

DECORATIVE CONC

CONC WALK

GRASS

COUGHLIN PARK BOUNDARY

SCULPTURE

TREELINE

BUILDING

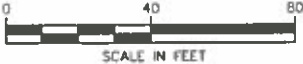
GRASS

GAZEBO

WOOD BOARDWALK

KALAMAZOO RIVER

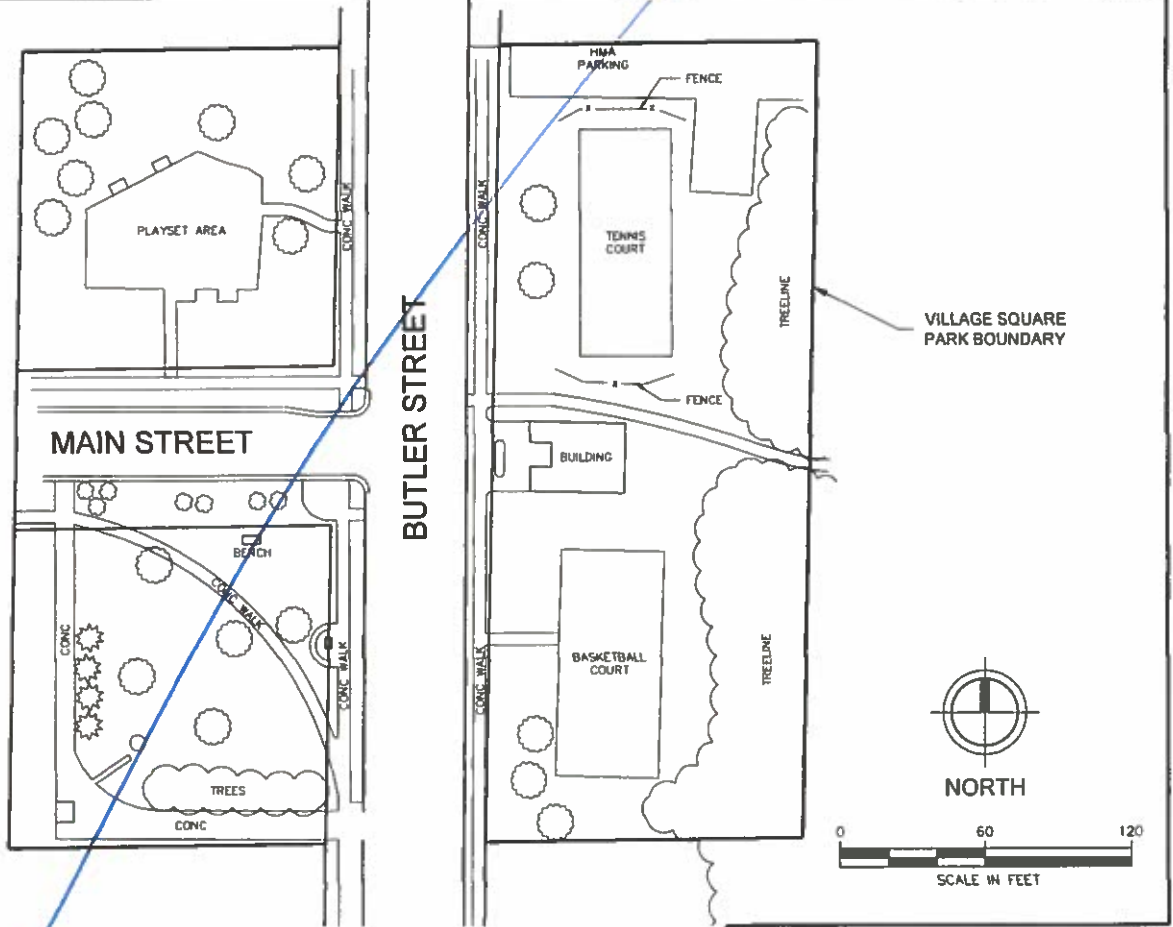
CONC



APPLICANT TO SKETCH LOCATION OF PROPOSED TEMPORARY STRUCTURES, TENTS, STAGES, EQUIPMENT, TRAILERS, PORTA POTTY'S, ETC...

CITY OF SAUGATUCK ALLEGAN COUNTY, MICHIGAN

COUGHLIN PARK PARK USE PERMIT APPLICATION

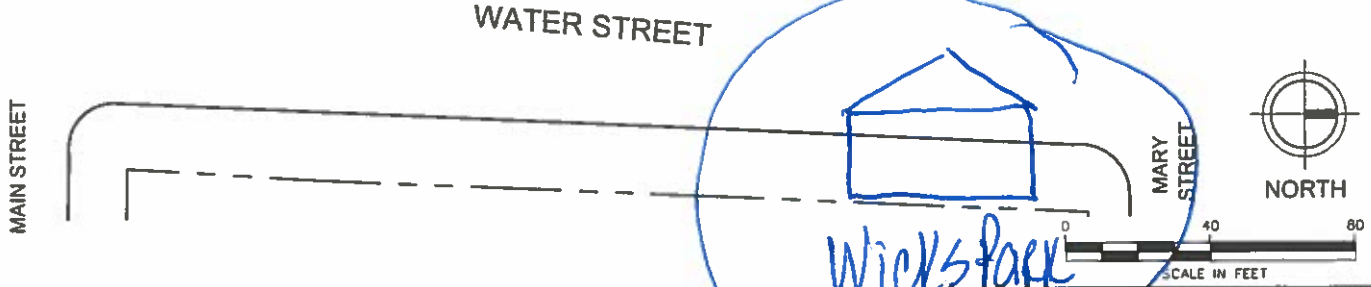
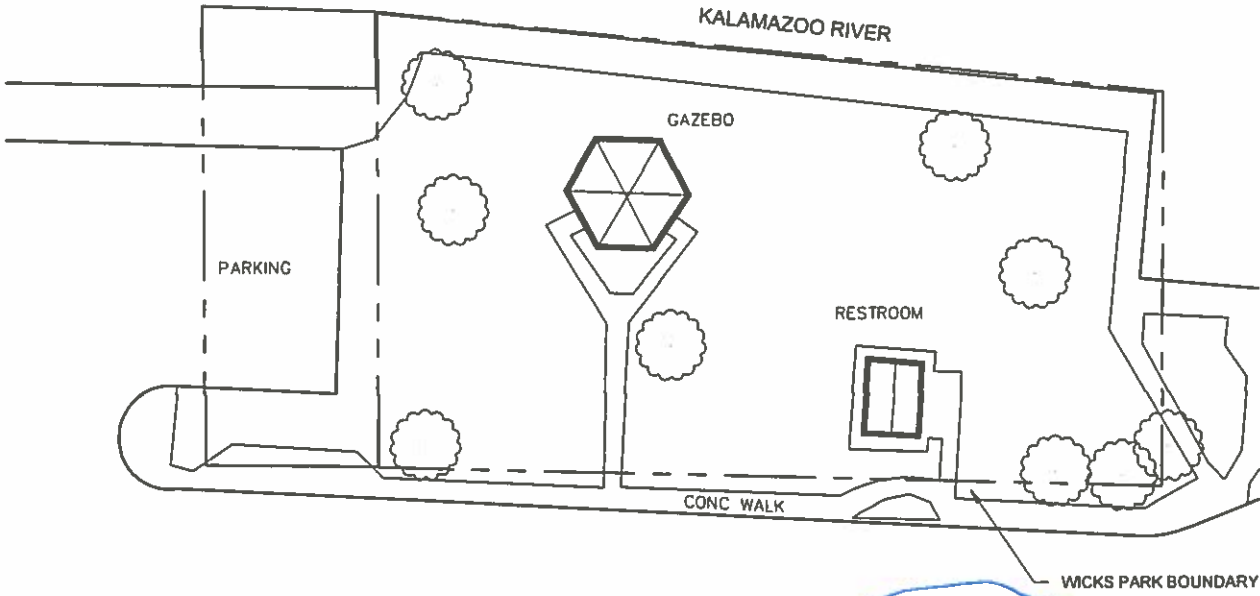


APPLICANT TO SKETCH LOCATION OF PROPOSED
TEMPORARY STRUCTURES, TENTS, STAGES,
EQUIPMENT, TRAILERS, PORTA POTTY'S, ETC...

FLEIS & VANDENBRINK ENGINEERING, INC.

CITY OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN

VILLAGE SQUARE PARK
PARK USE PERMIT APPLICATION



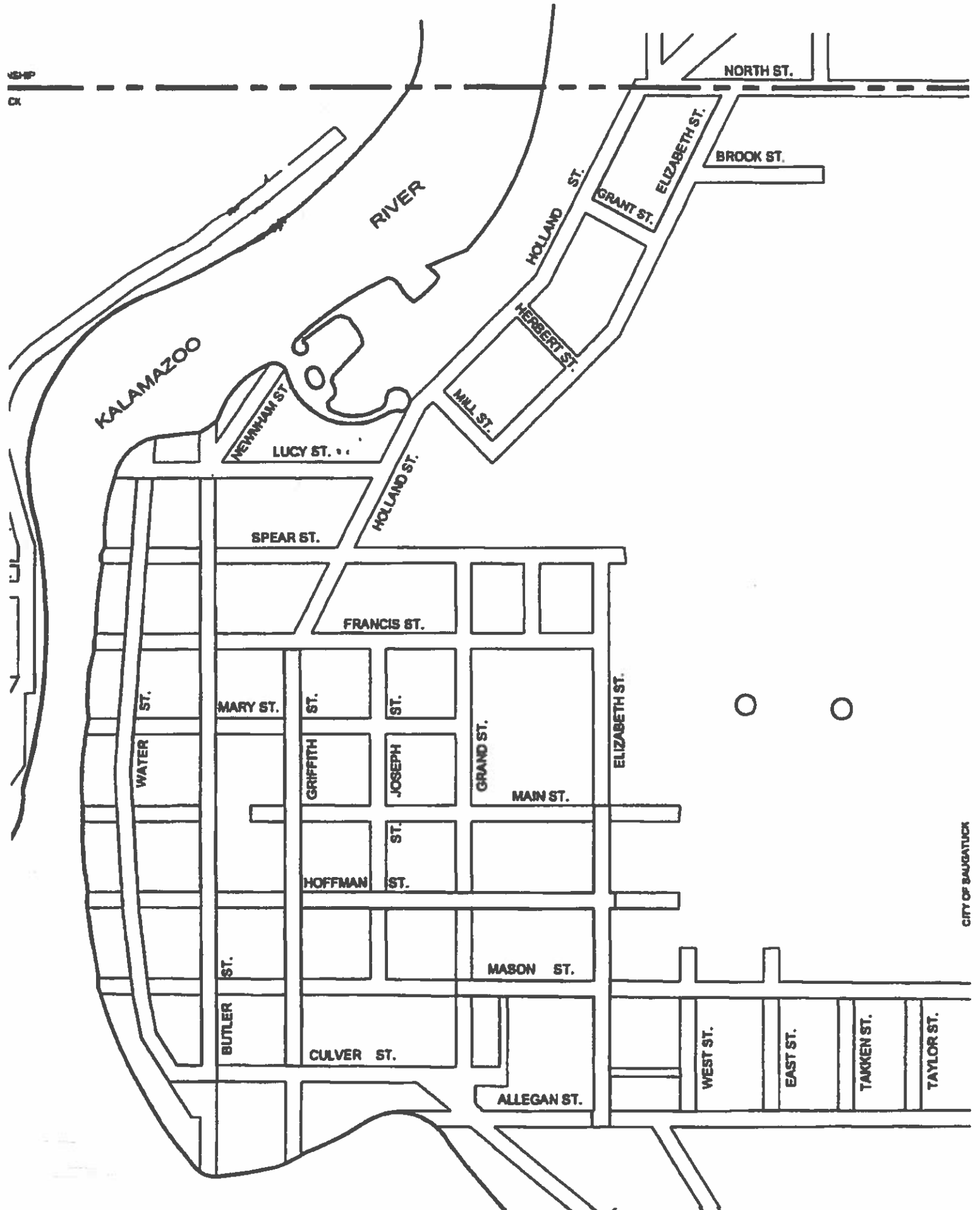
APPLICANT TO SKETCH LOCATION OF PROPOSED
TEMPORARY STRUCTURES, TENTS, STAGES,
EQUIPMENT, TRAILERS, PORTA POTTY'S, ETC...

FLEIS & VANDENBRINK ENGINEERING, INC.

CITY OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN

WICKS PARK
PARK USE PERMIT APPLICATION
2016 3187

Downtown Street / Sidewalk Closure(s)



SAUGATUCK TOWNSHIP FIRE DISTRICT

3342 Blue Star Highway
Saugatuck, MI 49453
269-857-3000 269-857-1228(Fax)
Greg Janik
Fire Chief/Fire Marshal

REQUIREMENTS FOR TENT STRUCTURES

Note this is a partial check list of requirements based on the International Fire Code (IFC). If you have further requirements consult with Saugatuck Township Fire District.

Check off when complete:

- A detailed site and floor plan for tents with an occupant load of 50 or more shall be provided with each application for approval. The floor plan shall indicate details of the means of egress, seating capacity, arrangement of seating and location of any heating and electrical equipment.
- Fire apparatus access roads shall be provided.
- Tents shall not be located within 20 feet of lot lines, buildings, other tents, parked vehicles, or internal combustion engines. Support ropes and guy wires shall be considered as part of the tent. Note: There are exceptions, consult with the Saugatuck Township Fire District.
- An unobstructed fire break passageway or fire road not less than 12 feet wide and free from guy ropes, or other obstructions shall be maintained on all sides of all tents.
- All tents and side curtains shall be composed of flame resistant material in accordance with NFPA 701 and IFC.
- Tents shall have a permanently affixed label bearing the identification of size and fabric or material type.
- A copy of the certificate attesting to the flame resistance of the fabric shall be submitted to Saugatuck Township Fire District.
- Combustible materials shall not be located within any tent structure.
- Open flame or other devices emitting flame, fire or heat including parked cars shall not be permitted inside or within 20 feet of the tent.
- Portable fire extinguishers shall be provided at the exits. A minimum size of 2A 10BC.

_____ The occupant load shall be stated.

_____ Side curtains shall be flame resistant and when used at exit openings shall be of a color that contrasts with the color of the tent.

_____ Aisles having a minimum width of not less than 44 inches shall be provided from seating areas and aisles shall progressively increase in width to provide, at all points, not less than 1 foot or aisle width for each 50 persons served by such aisle at that point.

_____ A minimum number of means of egress and means of egress widths are as follows:

Occupant Load	Min. # of Means of Egress	Min. Width of Egress
10-199	2	72"
200-499	3	72"

_____ Exits shall be clearly marked if the occupant load is 50 or more.

_____ Exit signs shall be approved self-luminous type or shall be internally or externally illuminated.

_____ Means of egress shall be illuminated.

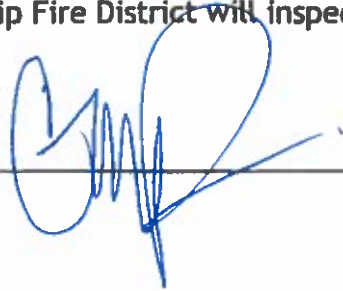
_____ Required width of exits, aisles and passageways shall be maintained at all times.

_____ Trained crowd manager/supervisor shall be provided at a ratio of one crowd manager/supervisor for every 250 occupants.

_____ "No Smoking" signs shall be posted in conspicuous locations.

_____ Saugatuck Township Fire District will inspect the tent installation.

Signature of Applicant: _____



DEPARTMENT OF PUBLIC WORKS

APPROVED DENIED

Authorized Personnel Signature

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

- TRASH RECEPTACLES – QUANTITY _____
- BARRICADES – QUANTITY _____
- TRAFFIC CONES – QUANTITY _____
- PARKING SIGNS – QUANTITY _____
- FENCING WATER ELECTRIC RESTROOM CLEANING
- OTHER _____ *all with fresh CANS*

POLICE DEPARTMENT

APPROVED DENIED

C. [Signature]

Authorized Personnel Signature

ADDITIONAL OFFICERS REQUIRED? Yes No

If yes please describe & include times _____

Other (describe): Must comply with current orders of the Governor

SAUGATUCK TOWNSHIP FIRE DISTRICT

APPROVED DENIED

Authorized Personnel Signature

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

Street closure date/time: _____ A.M. P.M.

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

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

Describe Sidewalk Use: _____

Sidewalk closure date/time: _____ A.M. P.M.

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

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

Parking Lot Location: _____

Sidewalk closure date/time: _____ A.M. P.M.

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

What parking arrangements are proposed to accommodate potential attendance: _____