



CITY COUNCIL WORKSHOP AGENDA

March 23, 2022 – 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. Saugatuck Historical Markers Project – Location Approval
 - B. Special Event Application - Saugatuck Center for the Arts
Public Art Installation at Saugatuck-Douglas History Museum
& Mt. Baldhead Park
 - C. Maple Street Proposal
 - D. Water Street Water Service Memo
 - E. Small Cell Application
 - F. 2022 Boat Slip Management Agreement with Sergeant
Marina
 - G. Wicks Park Bar & Grille License Agreement
7. **Public Comments** (Limit 3 minutes)
8. **Closed Session:**
 - A. Pursuant to MCL 15.268(e) of the Open Meetings Act, the City will enter into closed session to consult with the City’s attorney. (*Roll Call*)
9. **Correspondence**
 - A. Saugatuck High School Construction Notice
 - B. Safe Harbor Children’s Advocacy Center
10. **Council Comments**
11. **Adjourn** (Roll Call)

NOTICE:
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:
ryan@saugatuckcity.com

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



City Council Agenda Item Report

FROM: Kate White, Project Coordinator & Deputy Clerk

MEETING DATE: March 28, 2022

SUBJECT: Saugatuck Historical Markers Project – Location Approval

DESCRIPTION:

In January, City Council reviewed the Saugatuck Historic Markers project, presented by Eric Gollanek, the Executive Director for the Saugatuck-Douglas History Center. Some Council members voiced concerns over two proposed locations in Wicks Park near the Chain Ferry and in Cook Park. During the January 10th Council meeting, City Council approved the Saugatuck Historic Markers project and the letter of agreement between the City of Saugatuck and the Saugatuck-Douglas History Center. However, Council also requested that additional options for the locations of the markers in Wicks Park by the Chain Ferry and in Cook Park.

Both Council members Gardner and Bekken provided comments and suggestions on the locations via email. Following suggestions by Council members, Eric Gollanek created new options for marker locations in Wicks Park and Cook Park. Eric Gollanek met with City Manager Heise, DPW Superintendent Herbert and Kate White to present the suggestions of locations and receive city staff feedback on the locations.

For the new location in Wicks Park by the Chain Ferry, the proposed marker location has been moved to where the existing trash can is in front of the Chain Ferry, which would be closer to the street (see proposed locations in subsequent documents). For the new locations in Cook Park, Gollanek offered two locations closer to Water Street, which would provide easier viewing for passer-bys and would not interfere with Cook Park activities (see proposed locations in subsequent documents).

BUDGET ACTION REQUIRED:

N/A

COMMITTEE/COMMISSION REVIEW:

N/A

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Motion to **approve/deny** the presented locations for the Saugatuck Historic Markers project, including the new location in Wicks Park where the existing trash can is and the new location in Cook Park on the northern side of the Cook Park sidewalk near Water Street, as marked on the attached drawing.

The Saugatuck-Douglas History Center preserves local history and inspires learning to inform and improve our community.

March 17, 2022

The Saugatuck City Council approved the **History Lives Here: Historic Markers Project** proposed by the SDHC at the January 10, 2022 meeting. Council tabled the approval of sites at that time pending further review of the Cook Park location.

Suggestions have been shared from some City Councilmembers for modifications to the locations of the Chain Ferry and the Big Pavilion/Steamship Tourism markers that were originally proposed by SDHC. Based on those recommendations the SDHC presents new locations for these two markers.

CHAIN FERRY MARKER:

Originally SDHC proposed this marker be placed in the northern section of Wicks Park between the sidewalk to the Chain Ferry and the Ship and Shore Hotel.

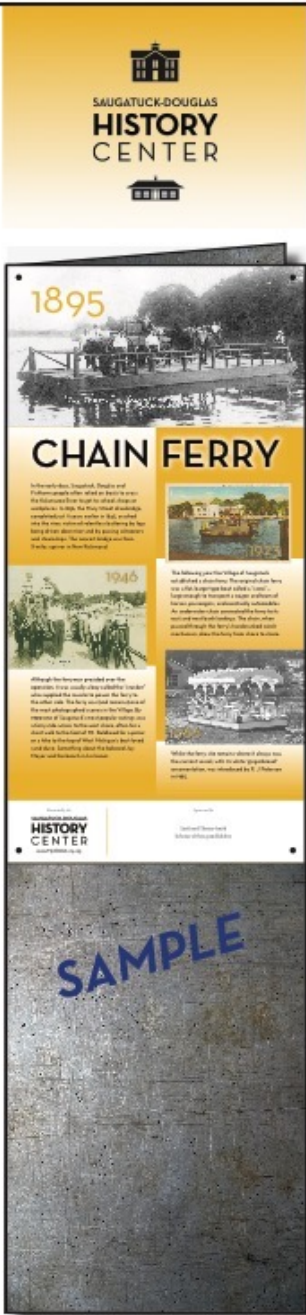
A new site has been suggested by some City Councilmembers: placing the marker where trash can is currently located nearer to Water Street and the sidewalk. SDHC supports the suggested Chain Ferry marker location relocation.

BIG PAVILION/STEAMSHIP TOURISM MARKER:

Originally the SDHC proposed this marker be placed immediately north of the sidewalk that traverses Cook Park from Water Street to the boardwalk along the Kalamazoo River. Based on feedback from the City, the SDHC recommends placing the marker closer to Water Street, ideally to the north of the Cook Park sidewalk along Water Street to avoid interfering with Cook Park activities at the previously identified location.

SDHC believes this is the optimal location for this marker for a number of reasons:

1. The "History Lives Here" committee has attempted to place the markers at or in view of the historic sites where historic events occurred. This location is in clear view of the actual site of the Big Pavilion and near the dock where the steamships moored.
2. This location removes the concern that SHDC's originally proposed marker site could interfere with the use of the park.
3. This site would be easily viewed by visitors and residents who walk along the Water Street sidewalk or visit the Jones Park tourist information booth.
4. Most importantly, SDHC has plans to continue the program in the upcoming years by installing more markers throughout the City. For two of the proposed markers - 1) The story of Saugatuck's founding and the history of Saugatuck's City Hall and 2) the history of the area's Indigenous people - the location behind City Hall is the most appropriate location for either of these future markers.



HISTORY LIVES HERE HISTORICAL MARKER PROJECT

The Saugatuck-Douglas History Center is launching a new historical marker program, placing permanent interpretive markers across Saugatuck-Douglas in the spring of 2022.

From logging to ship building to the Big Pavilion, each seven-foot tall steel marker will be erected on the spot where history happened. Rich in images and interpretive content, the markers will engage residents and visitors alike.

- V-shape design to minimize footprint, maximize area site lines, withstand wind, and allow ease of clean out by grounds crew.*
- Concrete base with bolt-on structure for easy ground crew mowing/trimming, and ease of replacement in future years.
- Two affixed history graphic panels on the two outer walls, 24" wide by 48" high, 35" off the ground for ease of reading.

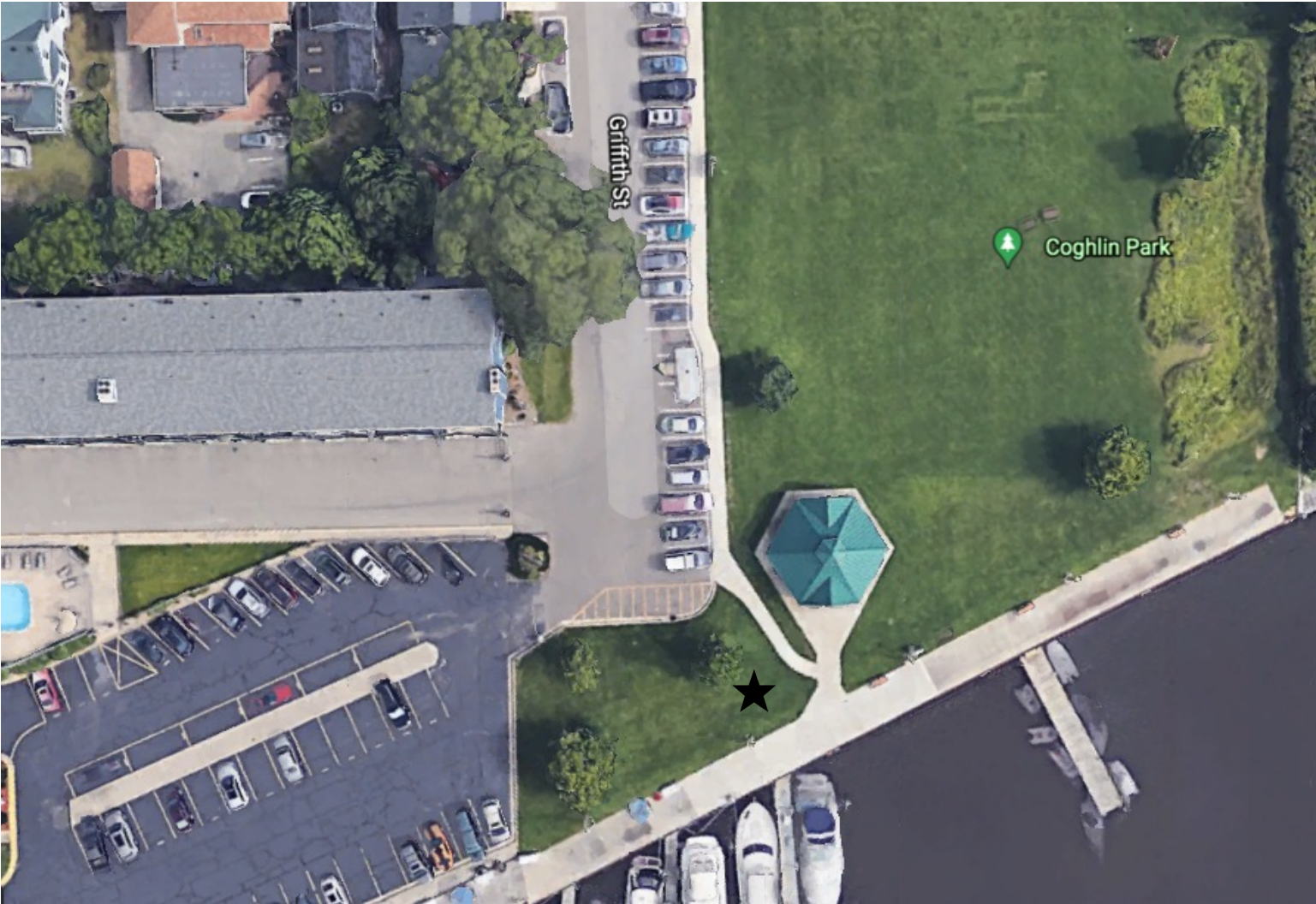
*design and placement input provided by City Manager and DPS/DPW

This report presents details on the placement and form of the four permanent interpretive markers planned for 2022.

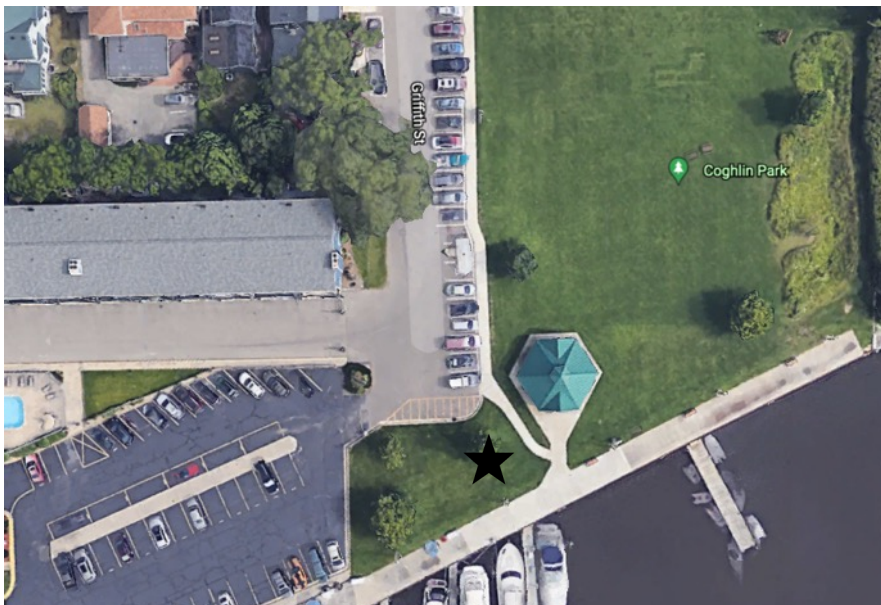
The project team selected sites in direct consultation with City of Saugatuck Department of Public Works staff with input from the City Manager and Council members.

Each sheet in this packet illustrates the marker location on a satellite photograph. Photographs using a full-scale model of the marker also show the scale and form of the marker at each location.

Coghlin Park marker site

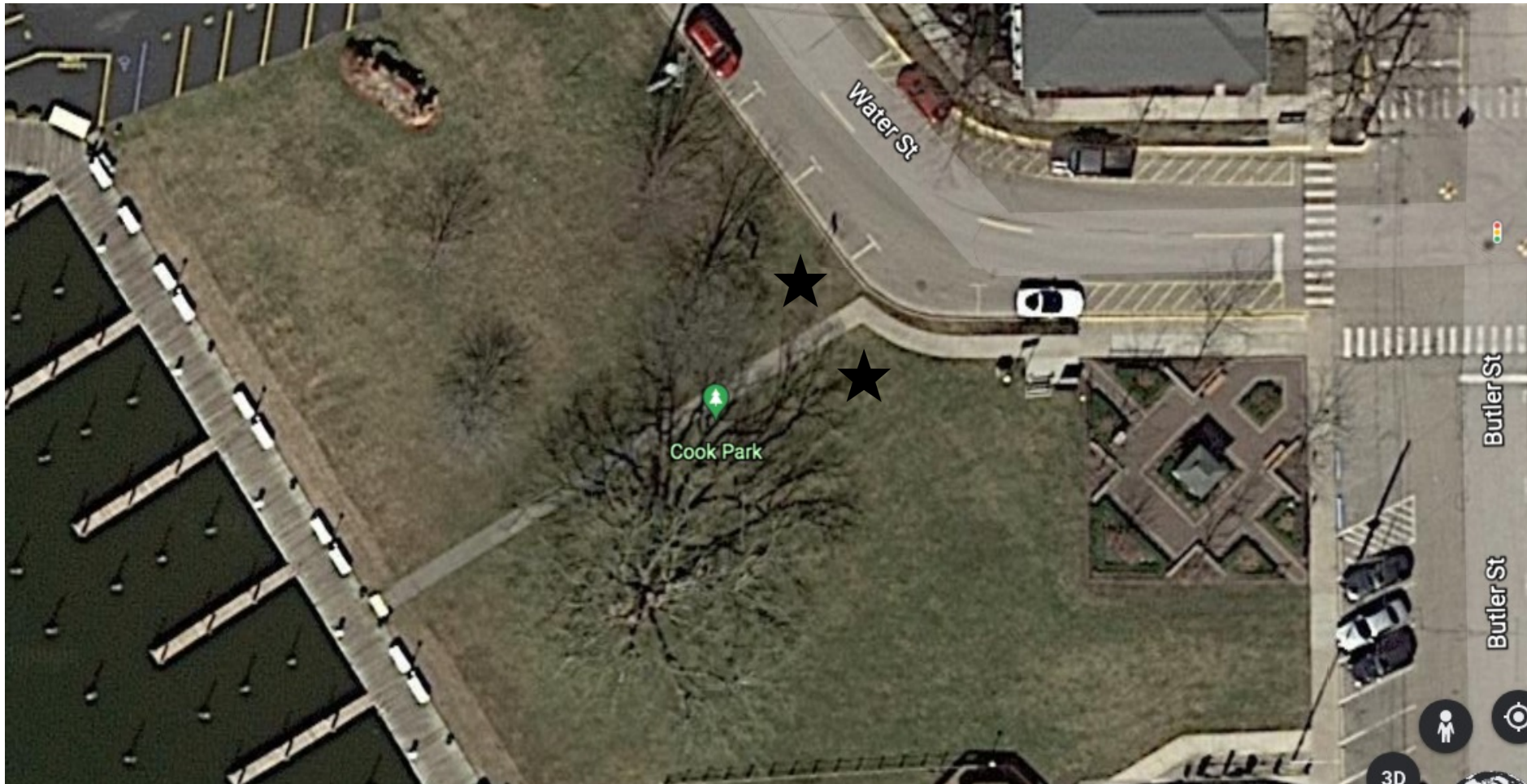


Coghlin Park marker site

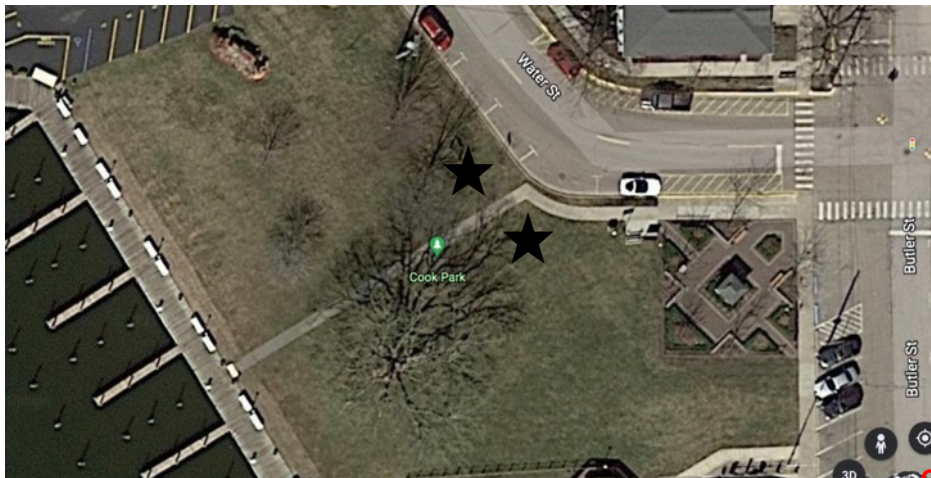


This marker is placed near the sidewalk along the boardwalk to engage visitors with the history of Saugatuck's Fruit Exchange building and fruit growing in the region.

New Cook Park marker site



New Cook Park marker site



Best options for placement of the Big Pavilion marker: on either side of Cook Park sidewalk near Water Street. This allows visitors a good view of the historic Pavilion site while viewing interpretive panels. It is also visible from Water Street and Jones Park, pedestrian friendly areas in view of the Pavilion site.

Wicks Park marker site



Wicks Park marker site

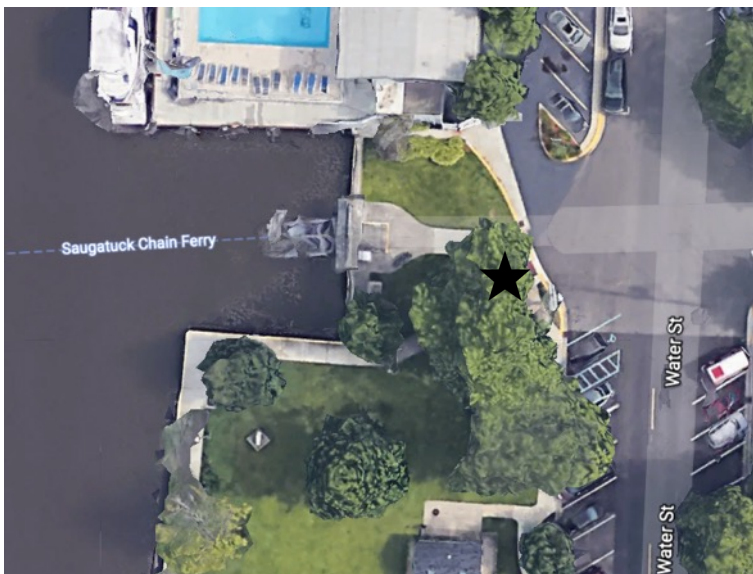


This marker is placed in Wicks Park along the promenade on the Kalamazoo River. The marker engages visitors with the history of the wooden shipyards that operated on this site from the late 19th into the early 20th century.

New Saugatuck Chain Ferry marker site



New Saugatuck Chain Ferry marker site



Based on recommendations from Saugatuck council, this marker should be placed at the approach to the Chain Ferry, replacing the trash receptacle as seen in the photo. This will help visitors identify the Chain Ferry as well as provide historical interpretation about the the Chain Ferry from the mid 19th through the 20th century.



City Council Agenda Item Report

FROM: Kate White, Project Coordinator & Deputy Clerk

MEETING DATE: March 28, 2022

SUBJECT: Special Event Application – Saugatuck Center for the Arts Public Art Installation at Saugatuck-Douglas History Museum & Mt. Baldhead Park

DESCRIPTION:

The Saugatuck Center for the Arts (SCA), upon their application for their public art installation at Coghlin Park and realizing that the Saugatuck-Douglas History Museum property is City-owned, noted that they would submit a separate application for the public art installation on Park Street.

The proposed art installation would be one of five community, temporary art displays. This is part of a celebration of the SCA’s 20th Anniversary Community Celebration. Artists Jeremy Barnett and Jason Maracani intend to create a collage of colorful plexiglass windows, which will imitate waves and provide colorful viewscapes along the waterfront. These window sculptures would be on display on the Saugatuck-Douglas History Museum property and at the base of Mt. Baldhead Park. The artists and volunteers would start the art installation on May 31. The art installation would come down September 9.

The proposed structure will be self-supporting with some support stilts being buried 1 foot into the ground. One window wave will be 14 feet tall by 20 feet wide while others will be between 6 to 10 feet tall.

The SCA completed the special event application and submitted the pitch deck that they used to present the art installation to the History Center Board. Kristin Armstrong, Executive Director of the SCA, noted that the information in the pitch deck stating “viewing stations with their own clusters of windows will be added to docks across the river, allowing the two locations to call back and forth to one another” is no longer being pursued by the artists.

Scotty Jacobs of Specialty Gardens (along with being the SCA’s Artist Residence) will be handling the landscaping at the Pump House. Scott Herbert, Public Works Superintendent, reviewed the application and noted that the displays at the foot of the Mt. Baldhead stairs will not impact maintenance in the park.

BUDGET ACTION REQUIRED:

N/A

COMMITTEE/COMMISSION REVIEW:

N/A

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Motion to **approve/deny** the special event application from the Saugatuck Center for the Arts for a Quad-Community Art Installation at the Saugatuck-Douglas History Museum and at Mt. Baldhead Park, with an installation date of 5.31.2022 and a takedown date of 9.9.2022.



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 & PARADE APPLICATION

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

SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: Saugatuck Center for the Arts

TELEPHONE: 269-857-2399

MAILING ADDRESS: 400 Culver Street

CONTACT NAME: Kristin Armstrong

TELEPHONE: 269-857-2399

E-MAIL ADDRESS: kristin@sc4a.org

CELL PHONE: 269-921-2650

CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: Megan Hodgkin

TELEPHONE: 269-857-2399

E-MAIL ADDRESS: mhodgin@sc4a.org

CELL PHONE: 616-298-0151

EVENT INFORMATION

NAME OF EVENT: Quad Community Art Installation

DATE(S) OF EVENT: 05/31 - 06/02

PURPOSE OF EVENT: Outdoor public art for the community

RAIN DATE: 09/09 (tear down)

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

EVENT LOCATION: Pump House Museum

EVENT HOURS: museum hours

ESTIMATED NUMBER OF ATTENDEES: n/a

ESTIMATED NUMBER OF VOLUNTEERS: ~20 to install and tear down

ESTIMATE DATE / TIME FOR SET-UP: 05/31-06/02 Install _____ A.M. P.M.

ESTIMATE DATE / TIME FOR CLEAN-UP: 09/09 _____ 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: _____ END: _____

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: _____

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

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

- "YARD" SIGNS - Number requested: ____ (Maximum size is 2' x 2'. Cannot be displayed no more than 15 days prior to first day of event and must be removed 24 hours after end of event.)
- BANNER UNDER SAUGATUCK PALETTE SIGN - (Size cannot be greater than 14' x 4'). Cannot be displayed more than 15 days prior to first day of event and must be removed 24 hours after end of event.)
- SIGNAGE AT EVENT SITE - Location(s): TBD in collaboration with the History Center
Description of signs: Installation title, project info, QR code to website, map of other installations
(Signs at event site cannot be displayed prior to day of the event and must be 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 _____
- 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? _____

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

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 _____

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.

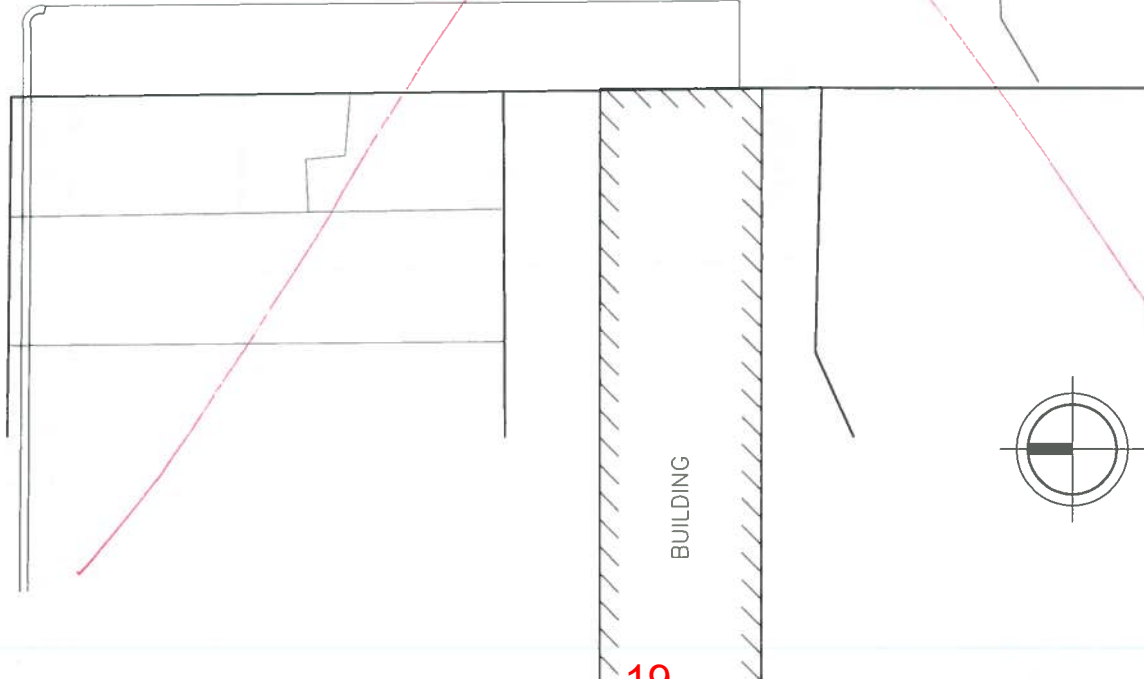


Applicant Signature

3/15/22

Date

CULVER STREET



DECORATIVE CONC

CONC WALK

GRASS

COUGHLIN PARK BOUNDARY

SCULPTURE

GRASS

GAZEBO

CONC

TREELINE

WOOD BOARDWALK

KANAWAZOO RIVER



NORTH



SCALE IN FEET

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

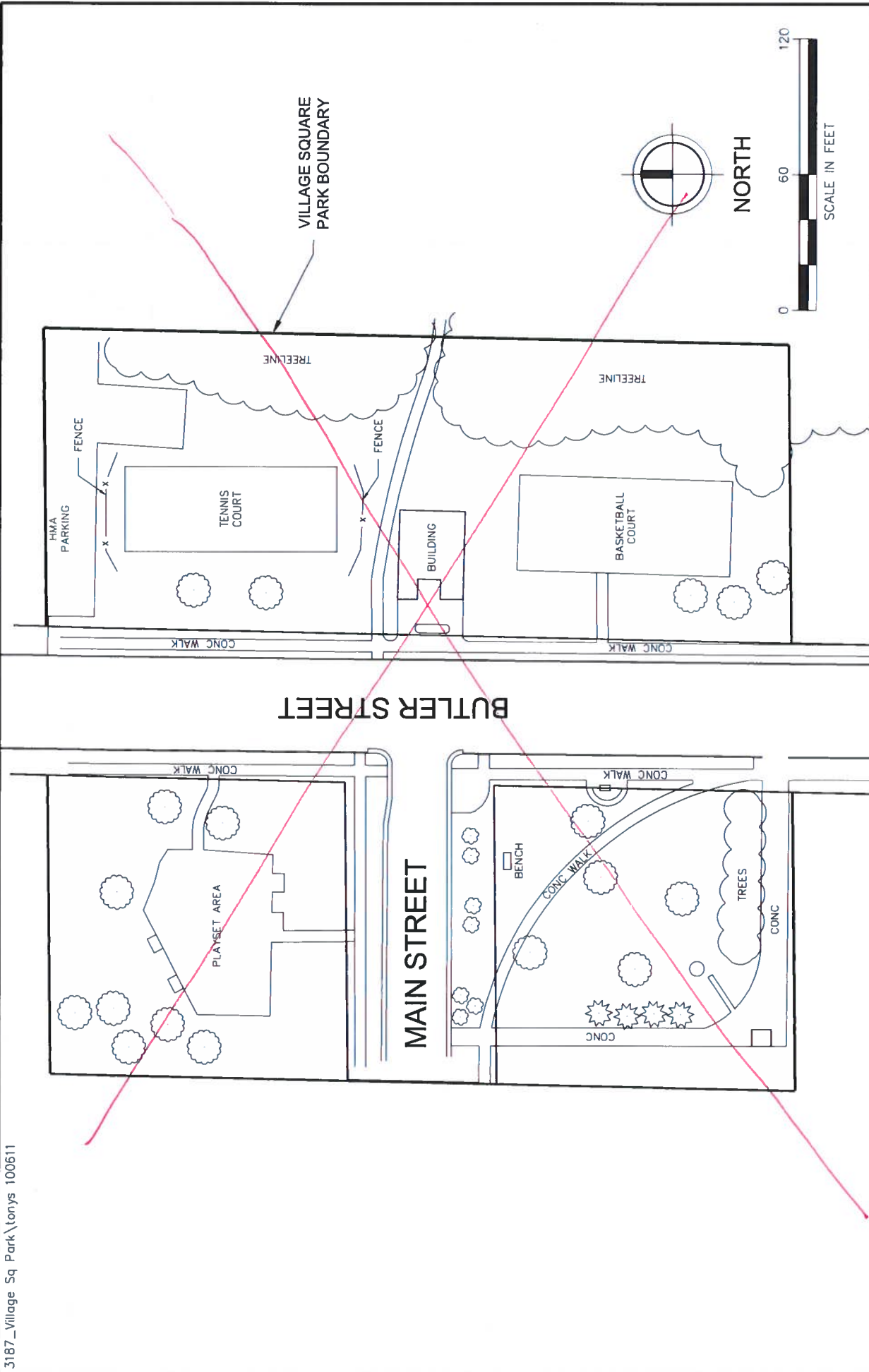
CITY OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN

COUGHLIN PARK

PARK USE PERMIT APPLICATION

2011

3187



CITY OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN

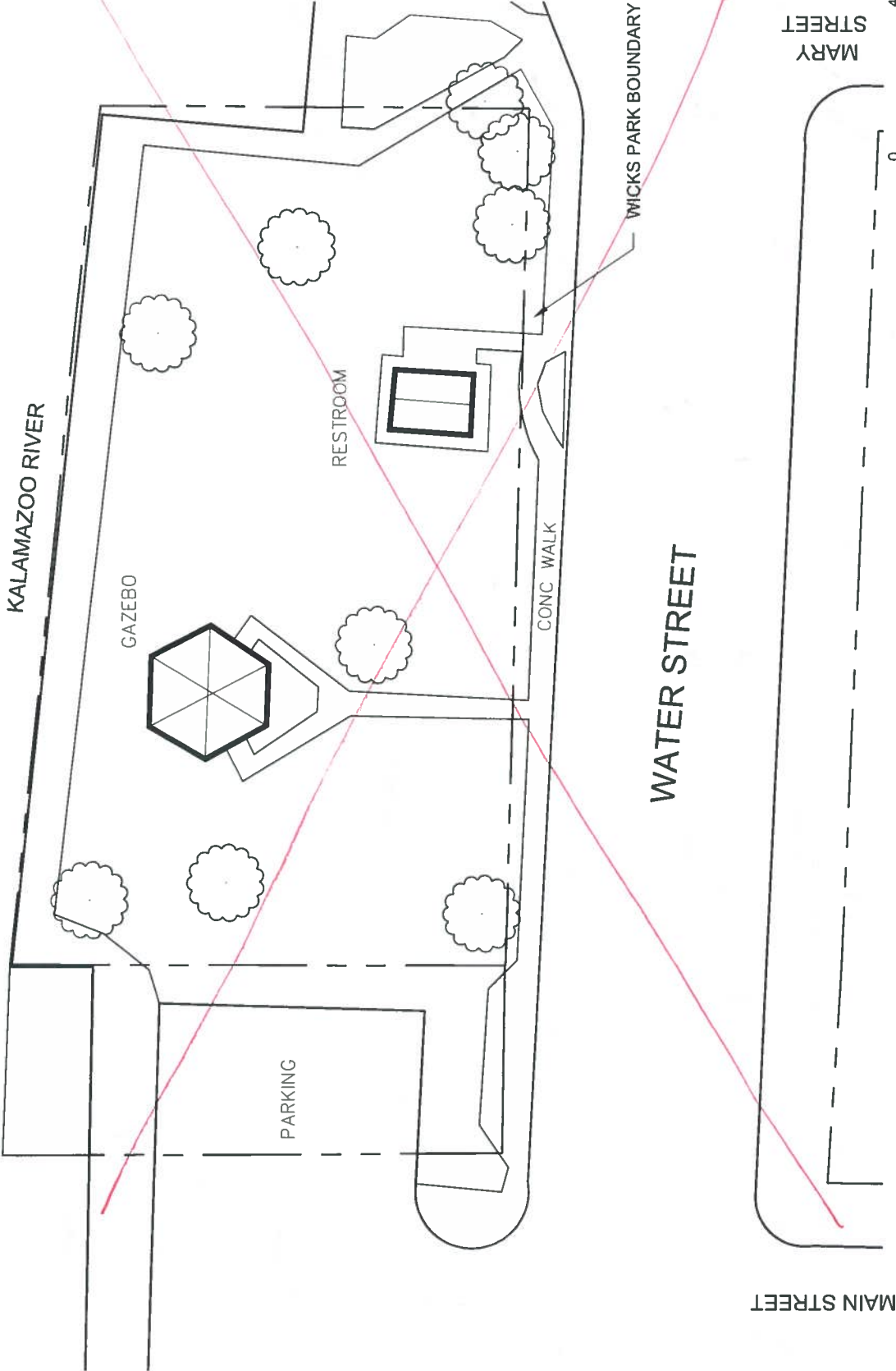
VILLAGE SQUARE PARK
PARK USE PERMIT APPLICATION

2011

3187

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

FLEIS & VANDENBRINK ENGINEERING, INC.



CITY OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN

WICKS PARK
PARK USE PERMIT APPLICATION

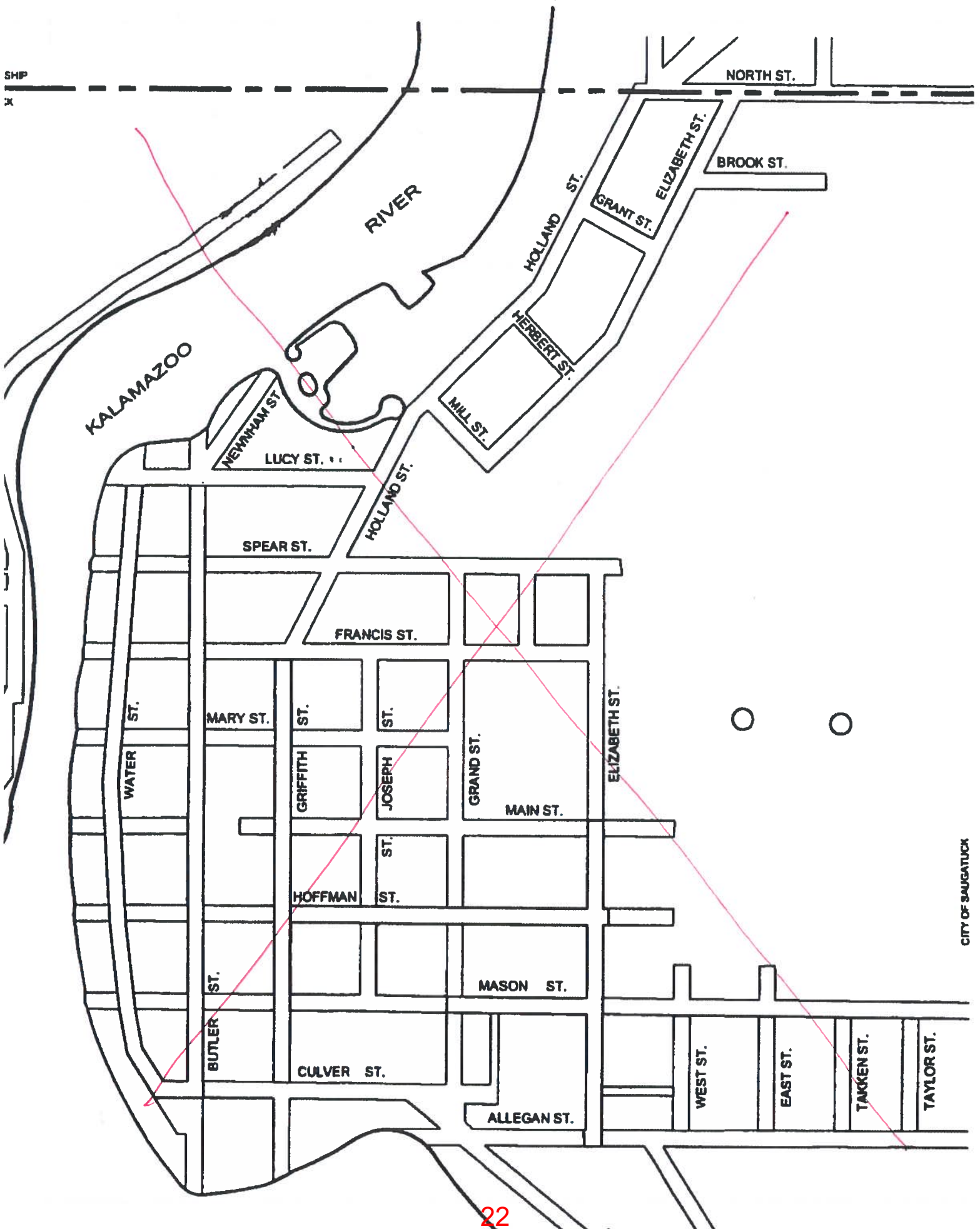
2016

3187

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

FLEIS & VANDENBRINK ENGINEERING, INC.

Downtown Street / Sidewalk Closure(s)



CITY OF SAUGATUCK



create common[unity]

Spaces for Discovery

A collaborative public installation celebrating our Holland-Fennville-Douglas-Saugatuck community landscape.

Create Community: Spaces for Discovery, designed by artists Jeremy Barnett + Jason Maracani, uses "everyday objects" (many found in our local environments) to call to mind our community's deep environmental treasures like the river and lake, agricultural fields, woodlands, dunescapes, and more. Additionally, sustainability of the build materials is paramount (to walk lightly on the sites and foster sustainability), thus choices include solar powered lighting and untreated wood.

→ what?



At Pump House Museum:

- Collages of colorful plexiglass windows that create waves and arches throughout the hilled landscape outside the Pump House Museum and at the opening to the Mt. Baldhead walking path.

There will also be 5 other installations throughout our Quad-Community exhibition, including the SCA + Coghlin Park (downtown Saugatuck), Outdoor Discovery Center (Holland), Wades Bayou (Douglas), Crane's Pie Pantry (Fennville), and downtown Fennville.

→ who?

Presented by: Saugatuck Center for the Arts

Artists:

Jeremy Barnett - www.jeremybarnett.com

Jason Maracani - www.jasonmaracani.com

This project also gives "everyday people" -- including children -- opportunities to be a part of the creative process. Friends + neighbors work together, co-creating the installations that celebrate their communities! So the installations themselves "create community" by bringing together folks from different walks of life, and "create community" by intentionally making special spaces for discovery within iconic areas.

→ when?

Timeline:

Install Date: 5/31 - 6/2

On View: 6/2 - 9/9

Public Debut: 6/17

Strike: 9/9

What we need from you:

Approval of plan by: February 11, 2022

The first major announcement of the locations and all the details to the world at large is scheduled to take place on April 19.

→ where?

Pump House Museum + Base of Baldy

Overview of the Plan:



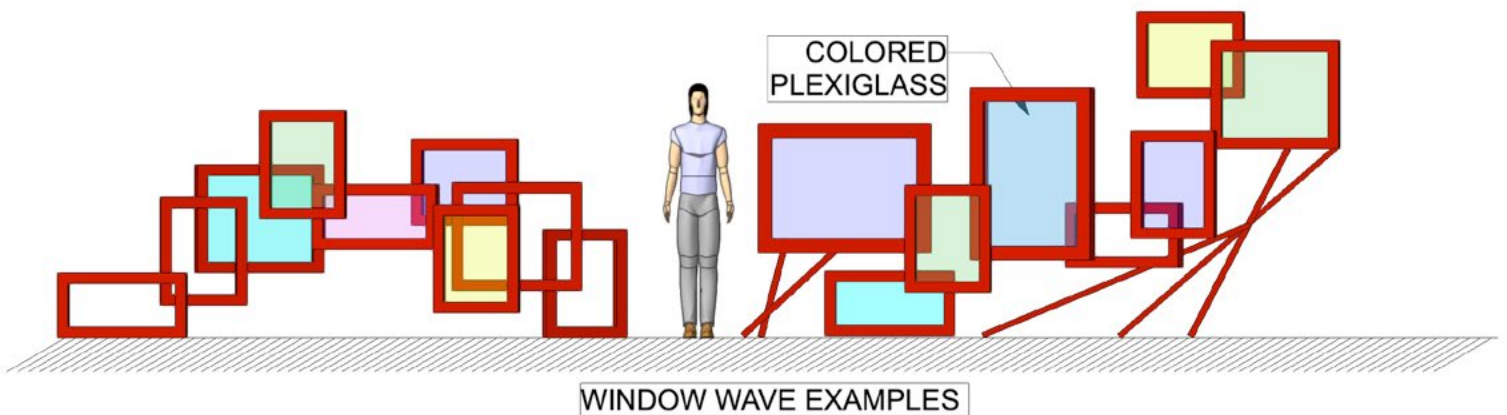
→ specs + safety

Waves of Windows

- Central arch of colorful windows will reach roughly 14' tall by 20' wide. Smaller waves of colorful windows will reach 6-10' tall, allowing viewers to look through them an across to downtown Saugatuck.

- **Materials:** 2x4 sticks of wood for "stilts"/vertical structure, wood for building window frames, colored plexiglass (blue, teal, lime, yellow, and purple), custom landmark decals to adhere to windows, showcasing Saugatuck, electrically powered light sources.

*Note: to prevent the tripping hazard of a supportive base, we would like to bury the stilts to these windows 1 foot into the ground.



Accessibility

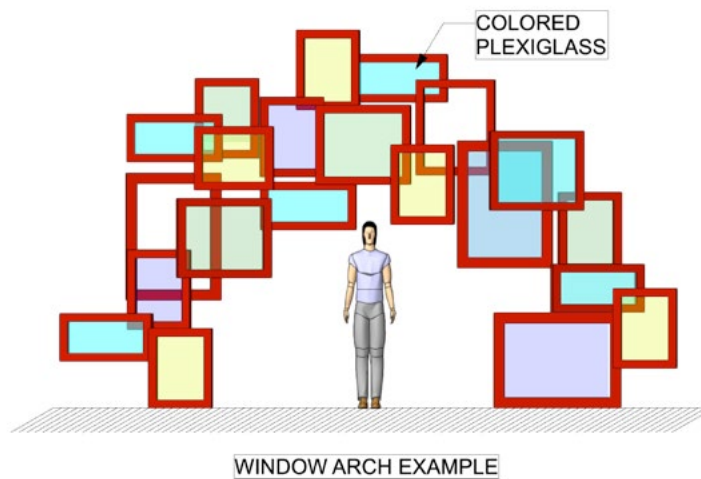
Installation will be visible from the road and water. It can be accessed more closely with a walk through the garden outside the Pump House. Landmark icons will be accessible from both high and low vantage points.

Safety

The structure is self-supporting through wind and rain, and the audience can interact with the piece. Audience should sit on benches, do not climb red structures. Structures will be designed to withstand light interaction should an incident occur.

→ specs + safety, cont.

- The sculpture is made of clusters of standing windows.
- These windows invite audience to the waterfront, and provide a new vantage point through a colorful lens. Key windows will contain hand-drawn icons representing Saugatuck landmarks, looking out at where one would see that landmark from this vantage point. (IE - Mt. Baldhead, Singapore Yacht Club, Saugatuck Town Hall, Native American sites)
- At sunset, the windows will light up from the land, allowing them to be seen as boats return home from a day on the water.
- Viewing stations with their own clusters of windows will be added to docks across the river, allowing the two locations to call back and forth to one another.



Inspiration:





City Council Agenda Item Report

FROM: Ryan Heise
MEETING DATE: March 28, 2022
SUBJECT: Maple Street Proposal

DESCRIPTION:

City staff received the attached proposal from Fleis and Vandenbrink.

This proposal includes three projects for Maple Street:

- 1) A private property drainage issue near a creek at Maple and Mason Street.
- 2) Deteriorating road base at North and Mason due to historically high water levels.
- 3) A top coating of the roadway to provide temporary repairs of the entire roadway.

The engineers estimate for repairs is a heavy financial lift. Items one (1) and two (2) would be considered long-term improvements. Item three (3) is a temporary road repair, until such time that the City can obtain funds for the watermain and water service repairs that are needed. Water service repairs would coincide with a complete road repair (recommended). The proposed stormwater modifications at Mason and Maple is a difficult project for me to support at this time, especially at the estimated cost. The concern from the homeowner is that “urbanization,” from road projects in the area has resulted in more water being channeled to an adjacent creek and therefore is causing erosion near their private property along the creek. At this time, I would recommend additional investigation on the drainage system and review alternative methods for stormwater improvements.

BUDGET ACTION REQUIRED:

N/A

COMMITTEE/COMMISSION REVIEW:

N/A

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Motion to **approve/deny** the proposal submitted by Fleis & VandenBirnk as submitted.

February 21, 2022

Via Email: ryan@saugatuckcity.com

Ryan Heise, City Manager
City of Saugatuck
102 Butler Street
P.O. Box 86
Saugatuck, MI 49453

RE: Proposal for Design Engineering Services – Maple Street Improvements

Ryan,

We understand the City is planning to move forward with improvements on Maple Street. Based on our discussions with the Township, we are focused on aspects of the project not shared with the Township (water main replacement and road resurfacing have been removed). The project will now focus on three areas:

- A small stream crosses under Maple Street near Mason Street. An adjacent resident has suggested that stormwater improvements made in the area have increased peak flows and caused bank erosion. The project involves stormwater mitigation work, which could take the form of re-routing, in-line detention or other solutions to be considered during design.
- A section of Maple Street just south of North Street is low and floods seasonally. The pavement is failing. In this section, the road will be reconstructed with a higher vertical alignment and improved base to stabilize the area.
- Instead of complete resurfacing, Maple Street will be slurry sealed (or similar treatment selected during design) from Blue Star Highway to North Street. Because the water main is known to be in need of replacement, this is being viewed as a way to provide short term improvement while water main replacement costs can be budgeted and/or outside funding can be secured.

We have prepared the attached Work Plan and Proposed Engineering Fees for design engineering and bidding assistance services for the project.

We propose to complete the scope of work identified in the attached Work Plan at our standard hourly rates plus reimbursable expenses in accordance with the following budget:

Task	Design Engineering Budget
Preliminary Design	\$24,800
Final Design & Permitting	\$7,800
Bidding Assistance	\$2,200
Total Proposed Budget	\$34,800

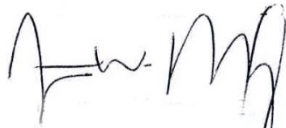
We anticipate the following schedule for the project:

- Authorization to Proceed: March, 2022
- Topographic Survey: March/April, 2022
- Preliminary Design: April – May, 2022
- Final Design & Permitting: June – July, 2022
- Bidding: August, 2022
- Preconstruction Activities: August/September, 2022
- Construction: Fall, 2022

We will prepare a Work Plan and Proposed Engineering Budget for construction phase services once the scope and timeframe for those activities has been finalized. We are prepared to begin work upon authorization. Authorization to proceed with the work in accordance with our existing Professional Services Agreement for General Consultation dated November 13, 2018 can be given by returning a copy of this proposal signed below as indicated. We look forward to continuing our work with you on this project. Please feel free to contact us with any questions.

Sincerely,

FLEIS & VANDENBRINK



Jonathan W. Moxey, P.E.
Project Manager



Don DeVries, P.E.
Principal

Enclosures

**AUTHORIZATION TO PROCEED WITH
DESIGN ENGINEERING SERVICES FOR MAPLE
STREET IMPROVEMENTS**

By: _____

Title: _____

Date: _____

WORK PLAN

A. DESIGN ENGINEERING SERVICES

Preliminary Design Phase

1. Meet with City staff to review project requirements, work scope and overall schedule.
2. Perform topographic survey for design and preparation of construction drawings. Collect alignment, topographic information, cross-section elevations and utility inverts. Incorporate information from prior Maple Street and other area projects, as applicable.
3. Obtain utility information for electric, gas, telephone and cable TV. Incorporate mapping received into the survey.
4. Obtain soil borings needed for design. Our fee anticipates 4 borings with a depth of approximately 10 feet.
5. Draft survey information on plan and profile sheets. Plot location of existing utilities.
6. Complete preliminary design of the proposed roadway improvements, geometrics, pavement section, and storm water drainage. Include a plan for detouring through traffic using Blue Star Highway.
7. Meet with City staff to review the preliminary design and alternatives considered, if any.
8. Incorporate City comments and draft preliminary design and details on construction drawings.
9. Prepare preliminary specifications, list of bid items, quantities and estimate of construction costs.
10. Send plans to private utility companies for their information.
11. Attend a public information meeting, if appropriate, to review the proposed project with area residents.

Final Design and Permitting Phase

1. Complete final design and prepare final construction drawings and specifications in accordance with the City's review comments. We anticipate the following drawings:
 - a. Title sheet
 - b. Maintaining traffic plans
 - c. Typical cross sections
 - d. Construction notes and details
 - e. Intersection details
 - f. Plan and profile sheets showing the proposed improvements
2. Prepare updated estimate of probable construction cost.
3. Meet with City staff to review final plans and specifications and make final revisions.
4. Prepare applications and assist in obtaining construction permits. We anticipate the project will require an Allegan County Soil Erosion & Sedimentation Control permit.

Bidding Phase

1. Prepare and submit the advertisement for bids. Send the advertisement to prospective bidders and online plan rooms and list it in our online bid room at www.fveng.com.
2. Prepare bidding documents and distribute to regional plan rooms.
3. Produce and issue bidding documents to prospective bidders electronically out of our Grand Rapids office.
4. Assist during the bid phase by answering questions and providing supplemental information, if necessary.
5. Conduct the bid opening held at City Hall.
6. Tabulate and review the bids, evaluate references and provide a Recommendation of Award to the City. Attend a council meeting or workshop, as appropriate, to discuss the project in general and Recommendation of Award in particular.

City of Saugatuck
Maple Street Improvements - Blue Star Highway to North Street
Engineer's Pre-Design Estimate of Probable Project Cost



Project No.: P17535
 By: JWM
 Date: 2/21/2022

Part 1: Redirect Mason Street area drainage north approximately 700 feet to cross culvert at City-owned parcel. Note - in line underground storage at Mason Street is a recommended alternative. Adding a catch basin at Takken & Mason and spillway between Taylor & Maple would also provide benefit. These are anticipated to be a less costly alternative with similar benefit.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	ESTIMATED UNIT PRICE	ESTIMATED AMOUNT
1	General Conditions, Bonds & Insurances (10%)	LSUM	1	\$ 13,600.00	\$ 13,600
2	Temporary Traffic Controls	LSUM	1	\$ 10,000.00	\$ 10,000
3	Temporary Erosion Controls	LSUM	1	\$ 1,000.00	\$ 1,000
4	HMA Base Crushing and Shaping	Syd	1,750	\$ 3.00	\$ 5,250
5	Dr Structure, 48 inch dia	Ea	5	\$ 2,500.00	\$ 12,500
6	Dr Structure Cover, Type C	Ea	2	\$ 800.00	\$ 1,600
7	Dr Structure Cover, Type B	Ea	3	\$ 600.00	\$ 1,800
8	Storm Sewer, 12 inch	Ft	50	\$ 75.00	\$ 3,750
9	Storm Sewer, 15 inch	Ft	700	\$ 90.00	\$ 63,000
10	Sewer Tap, 15 inch	Ea	2	\$ 1,000.00	\$ 2,000
11	Subbase, CIP	Cyd	250	\$ 15.00	\$ 3,750
12	Aggregate Base, 8 inch	Syd	800	\$ 12.00	\$ 9,600
13	HMA, LVSP	Ton	140	\$ 125.00	\$ 17,500
14	Turf Restoration	Syd	500	\$ 8.00	\$ 4,000

Estimated Construction Costs (Rounded): \$ 150,000
 Undeveloped Details & Construction Contingencies (20%): \$ 30,000
Est. Design & Construction Engineering & Admin (20%): \$ 36,000
 Total Estimated Part 1 Cost: \$ 216,000

Part 2: Reconstruct from ~350' south of North Street to North Street, raising the road profile and providing additional base and subgrade stabilization.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	ESTIMATED UNIT PRICE	ESTIMATED AMOUNT
1	General Conditions, Bonds & Insurances (10%)	LSUM	1	\$ 8,900.00	\$ 8,900
2	Temporary Traffic Controls	LSUM	1	\$ 10,000.00	\$ 10,000
3	Temporary Erosion Controls	LSUM	1	\$ 1,000.00	\$ 1,000
4	HMA Surface, Rem	Syd	900	\$ 5.00	\$ 4,500
5	Roadway Grading	Sta	3.5	\$ 3,000.00	\$ 10,500
6	Subgrade Undercutting, Type II	Cyd	500	\$ 18.00	\$ 9,000
7	Geotextile, Stabilization	Syd	1,000	\$ 3.00	\$ 3,000
8	Subbase, CIP	Cyd	400	\$ 15.00	\$ 6,000
9	Aggregate Base, 8 inch	Syd	1,000	\$ 12.00	\$ 12,000
10	HMA, LVSP	Ton	170	\$ 125.00	\$ 21,250
11	Shoulder, CI II, 3 inch	Syd	160	\$ 5.00	\$ 800
12	Turf Restoration	Syd	1,000	\$ 8.00	\$ 8,000
13	Mulch Blanket	Syd	1,000	\$ 2.00	\$ 2,000

Estimated Construction Costs (Rounded): \$ 97,000
 Undeveloped Details & Construction Contingencies (20%): \$ 20,000
Est. Design & Construction Engineering & Admin (20%): \$ 24,000
 Total Estimated Part 2 Cost: \$ 141,000

Part 3: Slurry Seal (or similar treatment) Maple Street from Blue Star Highway to North Street (~5,100').

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	ESTIMATED UNIT PRICE	ESTIMATED AMOUNT
1	General Conditions, Bonds & Insurances (10%)	LSUM	1	\$ 8,500.00	\$ 8,500
2	Temporary Traffic Controls	LSUM	1	\$ 5,000.00	\$ 5,000
3	Slurry Seal	Syd	12,500	\$ 6.00	\$ 75,000
4	Pavement Markings	LSUM	1	\$ 5,000.00	\$ 5,000

Estimated Construction Costs (Rounded): \$ 94,000
 Undeveloped Details & Construction Contingencies (20%): \$ 19,000
Est. Design & Construction Engineering & Admin (20%): \$ 23,000
 Total Estimated Part 3 Cost: \$ 136,000

Total Estimated Project Cost: \$ 493,000

The Design Professional has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing. Bid prices may vary significantly based on these factors and market conditions at time of bid.

MEMO



To: Ryan Heise, City Manager
City of Saugatuck

From: Jonathan W. Moxey, PE
Fleis & VandenBrink

CC:

Date: March 15, 2022

Re: Water Street Water Services

F&V reviewed options for addressing water services on the 400 block of Water Street (403, 421, 424 and 449). KLSWA recently discovered that these services are on a shared service line (all lost water during a repair at the main). Based on historic records, there is concern that the shared service passes under one or more of the buildings. We considered several alternatives:

1. Direct KLSWA to finalize the repair and include this area as a high priority for investigation as part of Drinking Water Asset Management Plan work in 2022. Submit an Intent To Apply for Michigan Department of Environment, Great Lakes and Energy's (EGLE's) Drinking Water Revolving Fund program in early 2023 for a comprehensive water service replacement project to address the current Lead and Copper Rules and resolve shared service issues (we are confident there are other shared services remaining in the City).
2. Based on historic records, stubs may have already been constructed for these properties from the Water Street water main. Coordinate with KLSWA or a hydrovac contractor to investigate whether stubs exist. If they do not exist, stub out a new water service for each of the 4 properties and restore the affected roads. While this does not resolve the issue, it does provide an option if one or more of the service have issues in the future that won't result in the need to cut into the road during the busy summer season.
3. Run new water services for each of the 4 properties from the existing main on Water Street (using existing stubs, if they exist) to or into each building, depending on whether they have lead or galvanized pipe. Repair the road as required. This resolves the issue but has a fairly high cost (estimated \$6,000-8,000 per service) and based on supply chain issues may not be completed prior to the busy summer season.

It is suspected that the City has a number of other shared services and lead/galvanized services that need to be replaced by 2040 to be in compliance with EGLE's Lead and Copper Rules. Further, KLSWA's Corrective Action Plan response to EGLE in April 2021 stated that each member community would complete their own Asset Management Plan with Capital Improvements Plan "over the next 9-12 months". For these reasons, we recommend that the City proceed with a comprehensive solution as described in option number 1. A draft AMP proposal prepared previously is attached for further discussion.

May 18, 2021

Via Email: ryan@saugatuckcity.com

Ryan Heise, City Manager
City of Saugatuck
102 Butler Street
Saugatuck, MI 49453

RE: Water System Asset Management Plan

Dear Ryan,

As you are aware, on January 11, 2021 the Michigan Department of Environment, Great Lakes, and Energy (EGLE) issued their most recent Water System Sanitary Survey for the Kalamazoo Lake Sewer and Water Authority (KLSWA). That survey identified several deficiencies and recommendations that were addressed by KLSWA and its Constituent Municipalities in a Corrective Action Plan dated April 27, 2021. As a Constituent Municipality, several actions were required to be completed by the City of Saugatuck as part of this process:

- Work with KLSWA and other Constituent Municipalities to develop, adopt and implement a new water service agreement that addresses ownership, operation, maintenance, repair, replacement and capital improvements to the water system. The target completion date for this work is April 2023.
- Develop a City-specific Asset Management Plan (AMP) and associated Capital Improvement Plan (CIP) for the water system assets located within and owned by the City of Saugatuck. The City-specific assets include two wells with associated water treatment equipment, one elevated storage tank (owned jointly with Douglas), and the distribution system consisting of 4-inch to 16-inch water mains, approximately 100 hydrant assemblies and 270 valves. The CIP will also consider looping any dead-end water mains in the City's system, which was a recommendation in the Sanitary Survey. While the water services are technically the responsibility of the associated property owner, Michigan's 2018 Lead and Copper Rule places the responsibility on the City to identify and replace those services that contain lead. Therefore, service lines will also be considered in the AMP/CIP. The City prepared and submitted a preliminary Distribution System Materials Inventory (DSMI) to meet the January 1, 2020 deadline. The final DSMI is due January 1, 2025, and all problem service lines must be replaced by January 1, 2041. The target completion date for the AMP is January – April 2022.
- Work with KLSWA and other Constituent Municipalities to develop an updated cross connection control program and incorporate it into City ordinances and the new water service agreement.

In December 2020, the City submitted a Drinking Water Asset Management (DWAM) Grant Application to EGLE. If successful, the grant would have addressed the second bullet item above. However, it was a very competitive program, and EGLE received approximately \$140M in applications for the \$36.5M available. Based on the preliminary scoring, it does not appear that the City will receive funding. We anticipate the final awards will be made in the next 4-6 weeks. In the meantime, we have prepared this proposal that incorporates the core elements of that application intended to meet the minimum EGLE requirements. The EGLE Asset Management Program Review Checklist is attached for reference.

We have prepared the attached Work Plan to assist the City with completing the required AMP. We propose to complete the scope of work outlined in the Work Plan at our standard hourly rates plus expenses in accordance with the following budget:

Task	F&V Budget	Other Budget	Total Budget
Asset Inventory	\$3,200	N/A	\$3,200
Condition & Criticality Assessment	\$4,400	N/A	\$4,400
Final DSMI	\$17,900	\$52,800	\$70,700
Level of Service Goals	\$800	N/A	\$800
Capital Improvements Plan	\$6,700	N/A	\$6,700
Funding Structure & Rate Methodology	\$800	\$15,000	\$15,800
Asset Management Plan Report	\$6,400	N/A	\$6,400
Total Proposed Budget	\$32,800	\$67,800	\$108,000

The “Other Budget” column includes hiring a contractor to perform the hydrovac/potholing work and engaging a financial consultant. We have assumed that F&V will assist the City with procuring those services directly and coordinate with the selected companies as needed to complete the work.

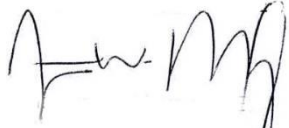
Our budget assumes 5 meetings with staff and council with a mix of virtual and in-person as appropriate over the course of the project. If additional (or fewer) meetings are required/desired, we propose to adjust the budget accordingly.

We are prepared to begin work upon authorization. The schedule is somewhat flexible to meet an April 2022 timeframe with the exception of the hydrovac work, which we recommend completing in fall 2021 after the busy summer season but before the ground freezes. If City budgeting is such that the hydrovac work can't be done in the fall (the final DSMI isn't due until January 1, 2024), we can include some conservative assumptions for water service replacement work in the Capital Improvements Plan.

Authorization to proceed with the work under our existing Professional Services Agreement for General Consultation dated November 13, 2018 can be given by returning a copy of this proposal signed below as indicated. We look forward to continuing our work with you on resolving this matter and improving the City's water service to its customers! Please feel free to contact us with any questions.

Sincerely,

FLEIS & VANDENBRINK



Jonathan W. Moxey, P.E.
Project Manager



Don DeVries, P.E.
Group Manager

**AUTHORIZATION TO PROCEED WITH
WATER SYSTEM ASSET MANAGEMENT PLAN**

By: _____

Title: _____

Date: _____

DRAFT

WORK PLAN

Asset Inventory

1. Meet with representatives from the City and Kalamazoo Lake Sewer and Water Authority (KLSWA) to confirm ownership boundaries/breakdowns and collect available records pertaining to age and condition. Much of this information is located in the KLSWA Geographic Information System (GIS) mapping. The GIS already has GPS-accurate locations of valves and hydrants and KLSWA staff is working on locating all curb stops.
2. Using the KLSWA Asset Management Plan (AMP) as a starting point, prepare a City-specific list and description of water system assets. Include a level of detail appropriate for the asset type.
3. Identify incomplete or low-confidence data and outline a plan for completing or refining the dataset in subsequent updates.

Condition & Criticality Assessment

4. Due to the nature of the assets, most of the assessment of the distribution system (water mains, hydrants and valves) will be based on existing maintenance records (e.g. water main break history), supplemented by age and material type.
5. Perform a site visit to review the condition of the two well houses and associated equipment. Physical observations will be supplemented with service records and other relevant maintenance background.
6. Review the most recent elevated storage tank inspection report and incorporate the findings.
7. Use matrices to evaluate all system components by likelihood and consequence of failure. A spreadsheet will be used for the analysis.

Final Distribution System Materials Inventory Development

8. According to the preliminary Distribution System Materials Inventory (DSMI) prepared in 2019, 229 of the City's total 907 water service lines have an unknown material type. Those numbers have changed slightly as materials have been identified (as in the case of Campbell Road and a portion of Park Street) and as new service connections have been made, however, they are accurate enough to form the basis of the scope of work required for the final DSMI.
9. Work with City staff to develop a public outreach program for the water service connections with unknown material type to inform them of upcoming work required to investigate their service. Assist City staff with contacting individual property owners by preparing draft language for a letter to residents and information for social media or other outlets.
10. We have included a budget for hydrovacating (potholing) approximately 40% of the unknown water services at the curb stop, similar to the work done recently on Park Street north of Mt. Baldhead Park. We will target curb stops that are not located within or near paved surfaces to limit the portion of the budget required to be used for restoration.
11. We will work with KLSWA and City staff to attempt to observe service materials at the water meters for all unknown water services. We anticipate that some of the meters will be in vaults outside the home/building and others will require entry (with permission from the property owner). We will also review a sample of known services to confirm the assumptions and conclusions made in the preliminary DSMI.
12. Prepare the final DSMI and submit to EGLE. Address comments received, if any.

Level of Service Goals

13. Work with City and KLSWA representatives to establish and define the way the water system utility managers, operators and public officials want the water system to perform over the long term. Define the required “sustainable” level of service for the system. We anticipate the City Level of Service Goals will mirror those included in the KLSWA AMP.
14. Include in the AMP a description of the process used to establish Level of Service Goals, a listing of the goals and a description of how each goal will be tracked and assessed.

Capital Improvements Plan

15. Develop a draft Capital Improvements Plan (CIP) based on the Condition and Criticality Assessment, the final DSMI, KLSWA’s most recent Water Reliability Study and other relevant data. Include short term (1-5 year) and long term (6-20 year) capital improvements projects required to meet the Level of Service goals.
16. Review the draft CIP with City and KLSWA staff. Prioritize projects, develop preliminary budgets and identify potential outside funding sources.
17. Present the CIP to City Council and finalize with comments received, if any.

Funding Structure and Rate Methodology

18. Assist the City with obtaining the services of a financial consultant to review the existing water system rate structure and make recommendations for incorporating the CIP.
19. Coordinate with the financial consultant as needed to provide cost estimates and other necessary information required for their analysis. Assist with presenting the information to City Council.

Asset Management Plan Report

20. Compile the various elements identified above into an Asset Management Plan Report. The report will include the various text and tables developed during the planning process, as well as relevant figures and background information.
21. Present the AMP report to City Council, make necessary revisions and submit to EGLE for approval. Address comments received from EGLE, if any.



ASSET MANAGEMENT PROGRAM REVIEW CHECKLIST

Water Supply Name: _____ WSSN: _____

Received Date: _____

A. Asset Inventory	Answer		
	Yes	No	NA
Includes a description of the assets the system has chosen to track.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Describes the level of detail used for each asset. (pump station / pumping unit / motor)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Includes source, pumping, treatment, and distribution assets.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Describes the parameters tracked for each asset. (Name, Location, Date installed, Exp. useful life, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Identifies any incomplete or low-confidence data.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outlines a plan for completing or refining the dataset.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B. Criticality Assessment	Answer		
	Yes	No	NA
Provides a description of the scale used for likelihood of failure.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provides a description of the scale used for consequence of failure.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lists factors considered in assessing likelihood of failure.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lists factors considered in assessing consequence of failure.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Describes the methodology and formula used to calculate the criticality factor.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C. Level of Service Goals	Answer		
	Yes	No	NA
Includes a description of the process used to develop the level of service goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provides a list of water system goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Describes how each goal will be tracked and assessed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

D. Capital Improvement Plan	Answer		
	Yes	No	NA
Identifies needs for both 5 and 20 year planning periods.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plan includes project name, cost, estimated completion date, and funding source.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The CIP has been reviewed and approved by water supply administrators. (owner/board/council/etc)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

E. Funding Structure and Rate Methodology	Answer		
	Yes	No	NA
Includes annual operating budget.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Includes current, approved rate structure.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provides documentation of legal authority for rate setting.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Weighs anticipated costs (operation and capital) against revenue.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outlines plan to close funding gap, if identified.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Reviewer: _____

Date of Initial Review: _____

Comments Issued, Awaiting Revision

Date Revisions Rcvd: _____

Approved

Date Approved: _____

Notes:

E. Funding Structure & Rate Methodology	
D. Capital Improvement Plan	
C. Level of Service Goals	
B. Criticality Assessment	
A. Asset Inventory	



City Council Agenda Item Report

FROM: Kate White – Project Coordinator & Deputy City Clerk
MEETING DATE: March 28, 2022
SUBJECT: Verizon Small Cell Wireless Facility – Location Approval

DESCRIPTION:

Proposed location for one Verizon small cell facility is in the right-of-way at 147 Water St or at 44 Water St.

Cellco Partnership began the permit process for placing small cell equipment within the City of Saugatuck several months ago. This small cell application was brought to the Historic District Commission in September 2, 2021. The Historic District Commission approved the current location of the small cell, which required re-engineering on the Applicant’s part. The HDC also approved the alternate location on an existing pole near the corner of the Marro’s building. (147 Water Street)

The Applicant has completed all requirements for the permit process, as ordained under City of Saugatuck Code of Ordinances, Title XI, Chapter 116, Section 03. The final step in the process is to receive Council approval for the location of the small cell wireless facility.

There are two options for location. The Verizon wireless small cell equipment may be placed on a new utility pole near the driveway to Singapore Yacht Club, or it may be placed on an existing pole very close to the corner of the Marro’s building, which will require some tree removal and trimming. For the co-location on the existing pole at 147 Water St, two trees in the public right-of-way would be removed and replaced with smaller, low profile trees; additionally, the tree on Marro's property would be trimmed significantly. The Applicant prefers the Marro’s location but as that will require tree removal and trimming, they would like to keep the 44 Water street as a backup option if there are complications with the tree trimming. The addition of the small cell will add network capacity within the downtown area of the City and can help relieve traffic congestion on the network and macro cell during high-traffic times. Upon approval of the permit, the Applicant will have one (1) year to complete construction but hopes to have it operational by the end of May 2022.

BUDGET ACTION REQUIRED:

N/A

COMMITTEE/COMMISSION REVIEW:

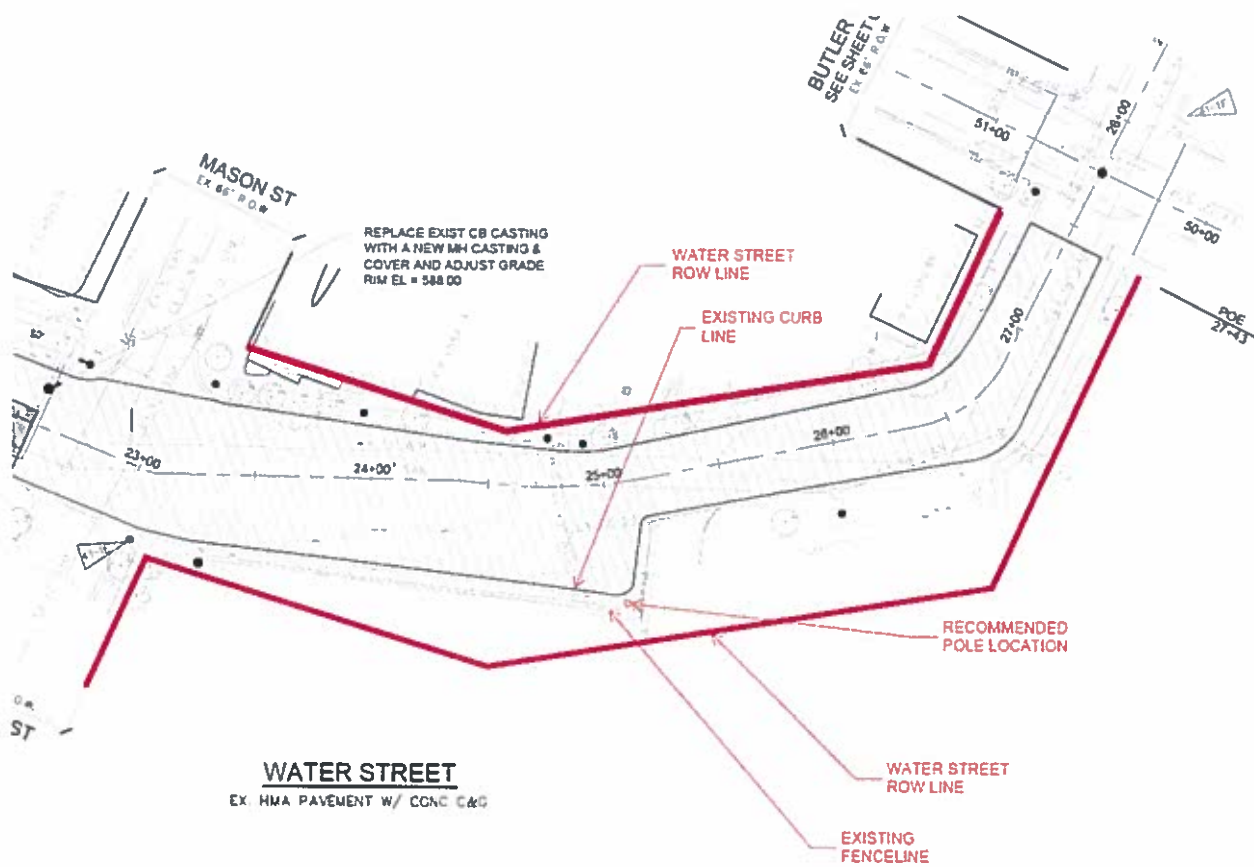
N/A

LEGAL REVIEW:

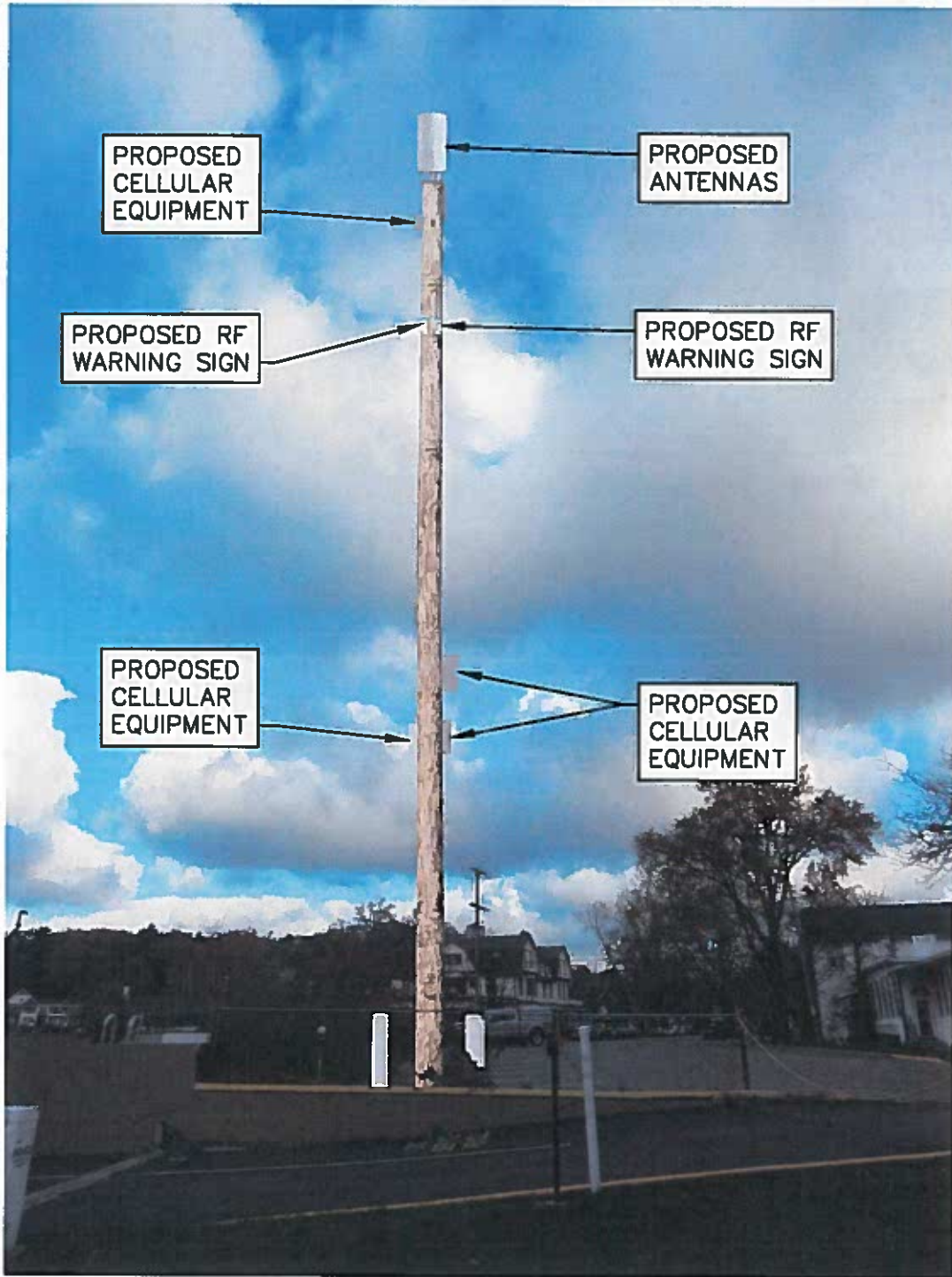
N/A

SAMPLE MOTION:

Motion to **approve/deny** the location of the proposed Verizon small cell wireless facility in the public right-of-way at 147 Water Street on an existing replacement pole with a backup location at 44 Water St on a new utility pole.



Original location – revised
Pole located outside of parking area



PROPOSED VIEW #2



**MIDWESTERN
CONSULTING**

3815 Plaza Drive Ann Arbor, Michigan 48108
 (734) 995-0200 • www.midwesternconsulting.com
 Land Development • Land Survey • Institutional • Municipal
 Wireless Communications • Transportation • Landfill Services



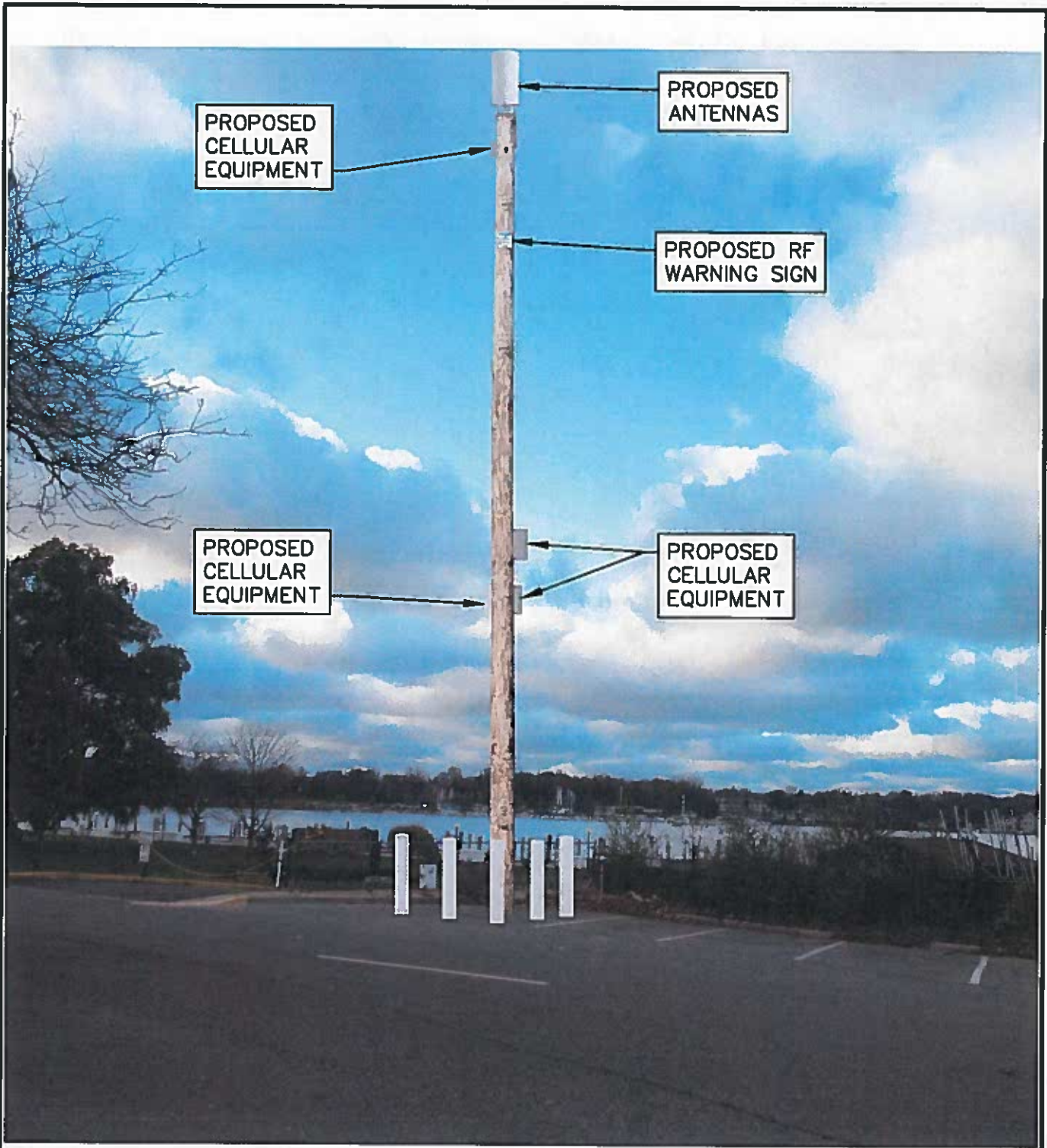
JOB NO.: **13187-16822A**

NODE #16822

CITY OF SAUGATUCK, ALLEGAN COUNTY, MICHIGAN

DATE: 12/08/21

SHEET 4 OF 4



PROPOSED VIEW #1



**MIDWESTERN
CONSULTING**

3815 Plaza Drive Ann Arbor, Michigan 48108
 (734) 995-0200 • www.midwesternconsulting.com
 Land Development • Land Survey • Institutional • Municipal
 Wireless Communications • Transportation • Landfill Services



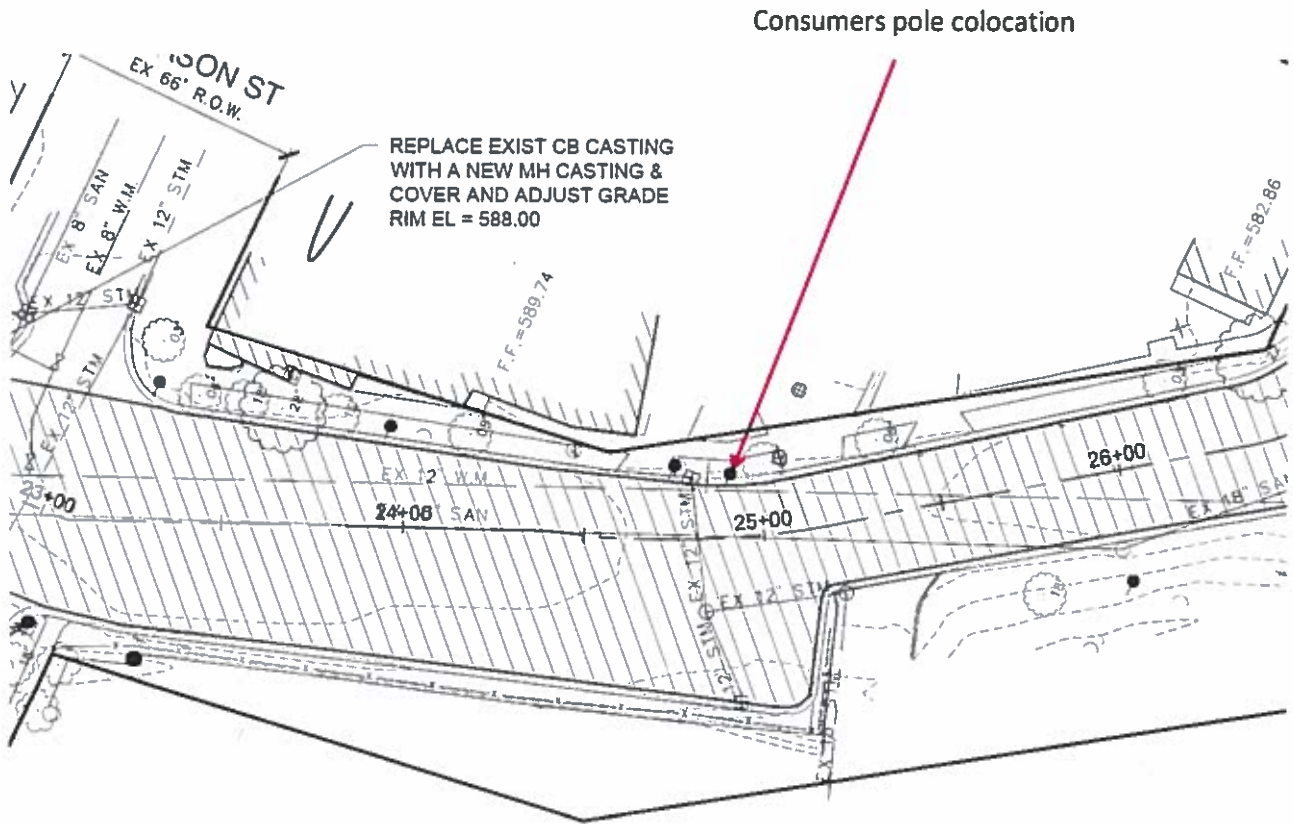
JOB NO.: **13187-16822A**

NODE #16822

CITY OF SAUGATUCK, ALLEGAN COUNTY, MICHIGAN

DATE: 12/08/21

SHEET 2 OF 4



Alternate location on existing pole (replacement)
Requires tree removal and trimming

16822 CE

Tree (Black Walnut)
Approved to be trimmed
Currently approx 49 ft -
Trim to approx 35 ft

Tree approved for removal

Consumers Pole to
Remain As-Is

Consumers Pole to be replaced

**Trim Tree (Black Walnut)
to 25'**

**Approximate
25'**

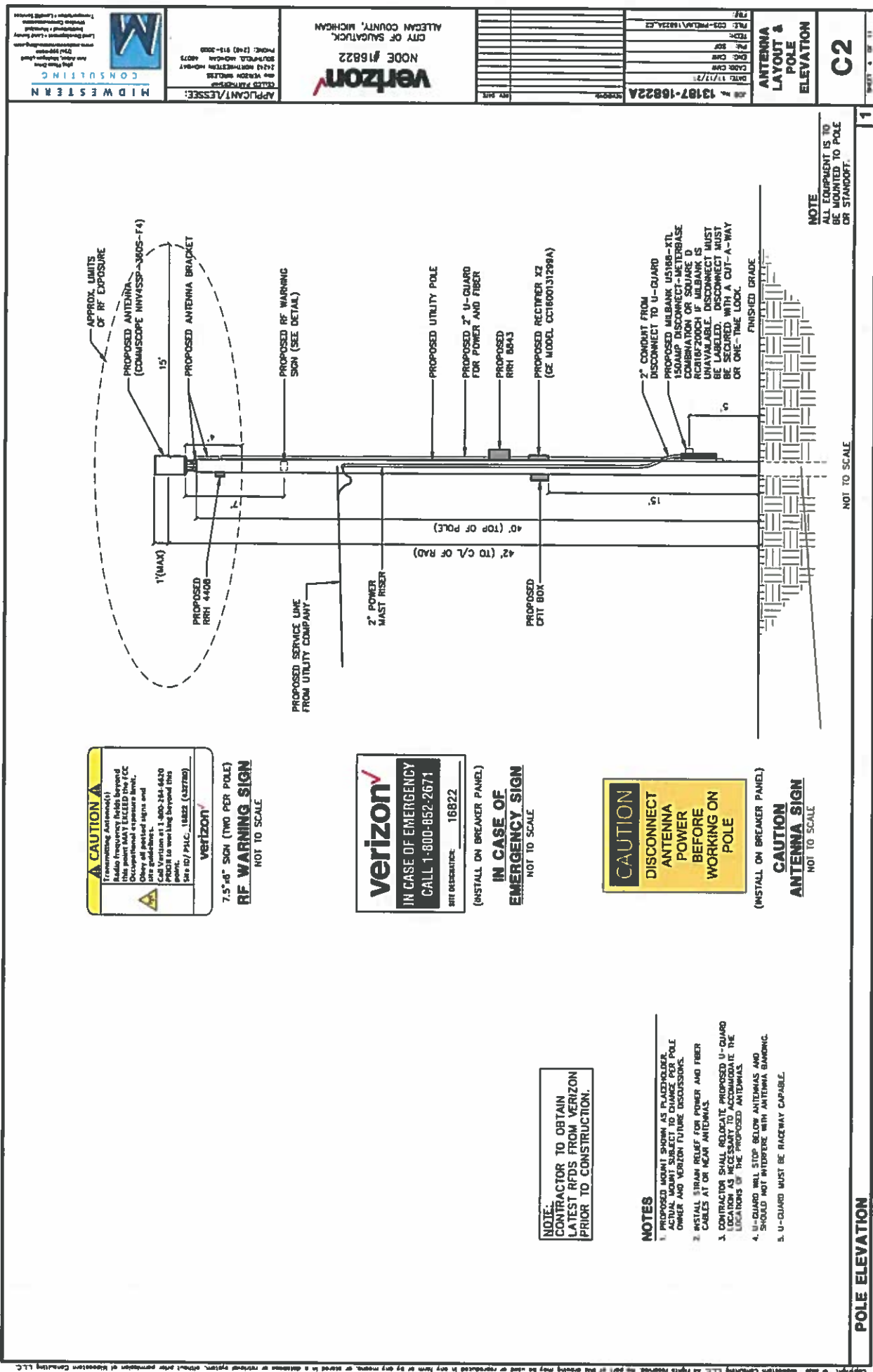
Remove Tree

Remove Tree

Consumers

VzW 16822 Colo

Common to both Locations



CAUTION
 Transmitted Antennas (1)
 This sign is required for all antennas that may exceed the FCC Occupational exposure limit. Observe all posted signs and instructions. Call Verizon at 1-800-344-6430 for more information. **POSTER IS NOT TO BE PLACED BEYOND THIS POINT.**
 Site ID/ PALS: 18822 (482726)

7.5'-0" SIGN (TWO PER POLE)
RF WARNING SIGN
 NOT TO SCALE

verizon
 IN CASE OF EMERGENCY
 CALL 1-800-852-2671
 SITE IDENTIFIER: 18822

(INSTALL ON BREAKER PANEL)
IN CASE OF EMERGENCY SIGN
 NOT TO SCALE

CAUTION
 DISCONNECT ANTENNA POWER BEFORE WORKING ON POLE
 (INSTALL ON BREAKER PANEL)

CAUTION
 ANTENNA SIGN
 NOT TO SCALE

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

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

NOTE
 ALL EQUIPMENT IS TO BE LIMITED TO POLE OR STANDOFF.

NOT TO SCALE

POLE ELEVATION

APPLICANT/AGENCY: MIDWESTERN CONSULTING
 2424 NORTHWESTERN HIGHWAY
 SUITE 1000, WESTLAND, MICHIGAN 48091
 PHONE: (248) 918-2000

verizon
 NODE #18822
 CITY OF SAUGATUCK
 ALLEGAN COUNTY, MICHIGAN

DATE: 1/17/21
 DRAWN: CDR
 CHECKED: CDR
 FILE: CDR
 PROJECT: 13187-18822A

ANTENNA LAYOUT & POLE ELEVATION
C2

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



General Specifications

Operating Frequency Band
 1695 – 2690 MHz | 3300 – 3800 MHz | 5150 – 5925 MHz | 698 – 894 MHz
Antenna Type
 Small Cell
Band
 Multi-band
Performance Note
 Outdoor usage | Wind loading figures are validated by wind tunnel measurements described in White paper VFP-11.2534-EN
Total Input Power, maximum
 900 W @ 50 °C

Mechanical Specifications

RF Connector Quantity, total 18
RF Connector Quantity, low band 4
RF Connector Quantity, high band 14
RF Connector Interface 4 3-10 Female
Grounding Type RF connector inner conductor and body grounded to reflector and mounting bracket
Radiator Material Low loss circuit board
Radome Material ASA, UV stabilized
Reflector Material Aluminum
RF Connector Location Bottom
Wind Loading, maximum 187.0 N @ 150 km/h | 42.0 lbf @ 150 km/h
Effective Projected Area (EPA), frontal 0.17 m² | 1.83 ft²
Effective Projected Area (EPA), lateral 0.17 m² | 1.83 ft²
Wind Speed, maximum 241 km/h | 150 mph

Dimensions

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

COMMSCOPE NNV4SSP-3606-F4 ANTENNA

RADIO 4408



Technical specification for Radio 4408

FREQUENCY BANDS	800A, 800L1, B41, B42, B43, B44, B7C
RF CAPACITY	Up to 6 LTE carriers, Up to 100MHz RF carrier bandwidth
Carrier capacity:	Up to 150MHz
IDW	Y44, 4T4R
Output power:	4+5W
INTERFACE SPECIFICATIONS	
Antenna ports	4 x MEX10 (7)
CPRI	2 x 2.5G/13 Gbps (interchangeable SFP modules)
Optical indicators	6
External alarm	2
Fault Ground	1
MECHANICAL SPECIFICATIONS	
Weight:	< 3 kg
Volume:	4 liters (excluding mounting brackets and electric line cover)
Mounting:	Standard rack-mounting (with optional mounting bracket) or wall-mounting (with optional mounting bracket)
Mounting:	Rail, wall and pole mount
ELECTRICAL SPECIFICATIONS	
Power Supply	-48 VDC or 100 - 250 VAC
ENVIRONMENTAL SPECIFICATIONS	
Normal operating temp	-40 °C to 55 °C (rack mount) or -40 °C to 70 °C (pole mount)
Relative Humidity	5 - 100%
Environment:	Outdoor class with IP65

RRH 4408

**RADIO 8843 (DUAL BAND)
860A AND B2**



Portrait Mount Only

Preliminary

Size and Weight

Radio 8843 860A, B2	Height	Width	Depth	Weight
two protruding items	15 in (380 mm)	13.2 in (335 mm)	9.3 in (235 mm)	70 lbs (31.7 Kg)
no protruding items	18 in (455 mm)	13.2 in (335 mm)	9.4 in (240 mm)	

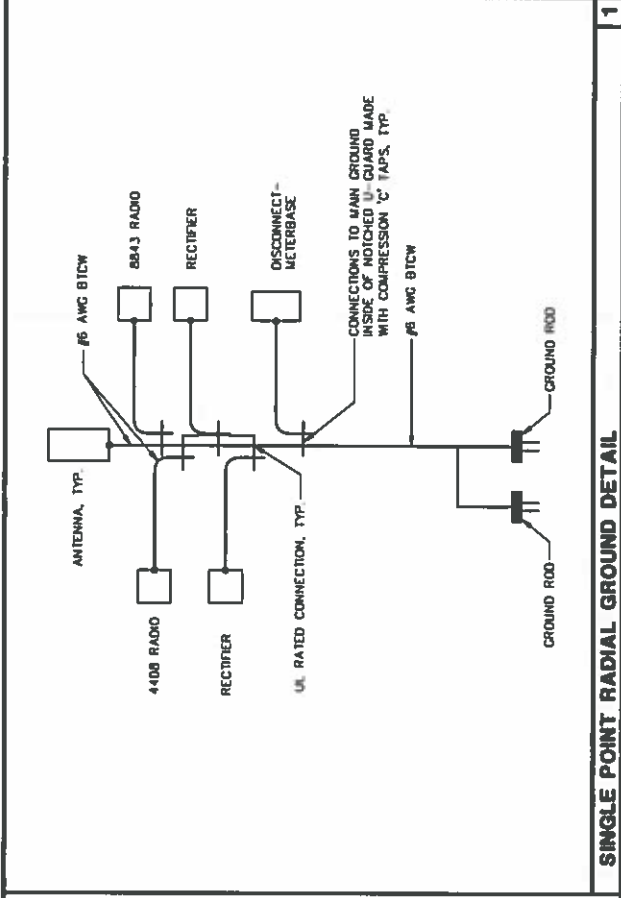
Capacity and Specifications

- ▶ 4TX/4RX for 2 bands
- ▶ 8 Antenna ports - separate RF ports
- ▶ Up to 320W RF power shared between 2 bands
 - 4x10W on each band or
 - 4x20W on Band 2 and 4x60W on Band 66A
 - 2x60W on Band 2 and 2x60W on Band 66A
- ▶ Up to 24 carrier and up to 60x70 MHz OBW for LTE
- ▶ 2x 10Gbps CPRI

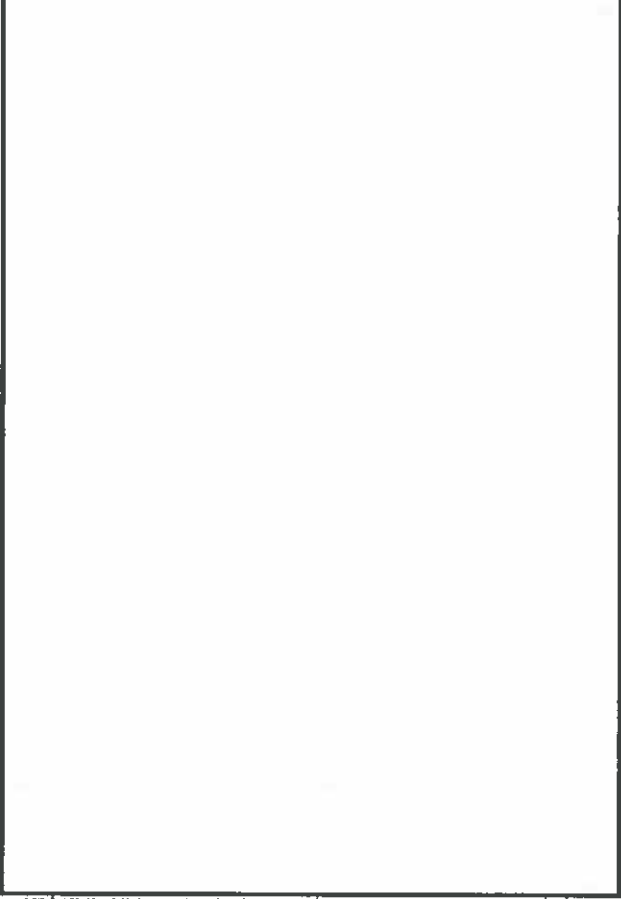
Other Specifications

- ▶ -48 VDC
- ▶ Type 4,3-10 RF connectors
- ▶ 2x20A fuse (2 power connectors, 3 wire)
- ▶ 2 external alarm
- ▶ IP 65, -40 to +55 °C
- ▶ AISG TMA & RET support

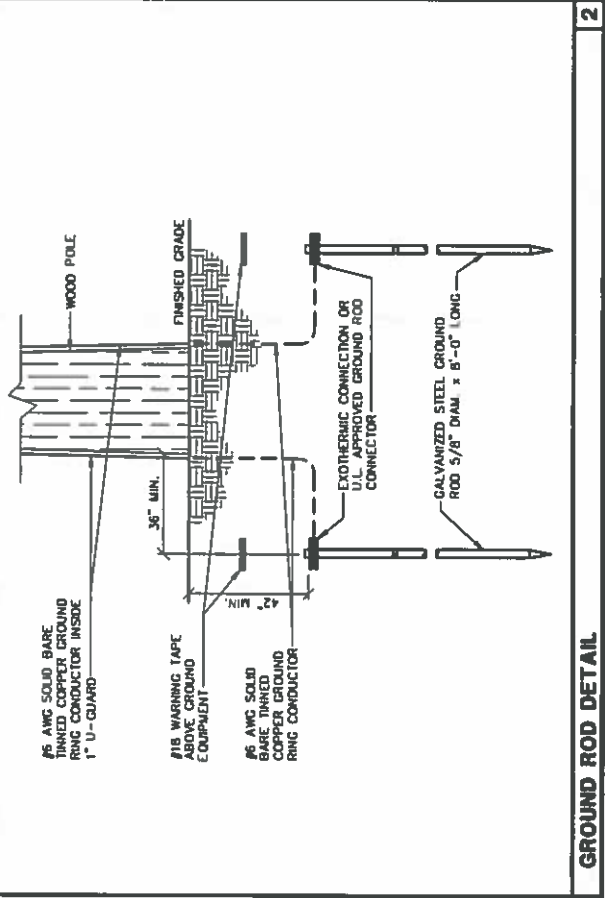
RRH 8843



1 SINGLE POINT RADIAL GROUND DETAIL



2 UTILITY SERVICE TRENCH DETAIL



3 GROUND ROD DETAIL

- NOTES:
1. EXCAVATE TO REQUIRED DEPTH
 2. VERIFY ALL TRENCHING REQUIREMENTS WITH SERVING UTILITIES.
 3. CALL BEFORE YOU DIG! CONTACT SERVING UTILITIES
 4. TYPICAL SPACING FOR ALL UNDERGROUND CONDUITS



City Council Agenda Item Report

FROM: Kate White, Project Coordinator & Deputy Clerk

MEETING DATE: March 28, 2022

SUBJECT: 2022 Boat Slip Management Agreement

DESCRIPTION:

The 2022 Boat Slip Management Agreement between the City of Saugatuck and Sergeant Marina for the management of boat slips #1 through #4 located at the Griffith Street-end and a portion of Coghlin Park.

The revenues collected by the City over the last 13 years from this agreement are as follows:

2021	\$10,267.21
2020	\$5,432.05 (*Two slips were unused due to high water.)
2019	\$2,156.40 (*Due to high water levels slip rentals were down.)
2018	\$5,831.00
2017	\$6,097.20
2016	\$6,501.60
2015	\$6,328.20
2014	\$7,681.40
2013	\$6,840.20
2012	\$5,347.70
2011	\$7,152.16
2010	\$6,947.70
2009	\$7,393.26

BUDGET ACTION REQUIRED:

N/A

COMMITTEE/COMMISSION REVIEW:

N/A

LEGAL REVIEW:

Attorneys Jacob Witte & Chris Patterson reviewed and approved the management agreement.

SAMPLE MOTION:

Motion to **approve/deny** the 2022 Boat Slip Management Agreement as presented between the City of Saugatuck and Sergeant Marina.

2022 BOAT SLIP MANAGEMENT AGREEMENT

The CITY OF SAUGATUCK, a Michigan home rule city with offices located at 102 Butler Street, Saugatuck, Michigan 49453 (“**City**”) and Sergeant Marina, a Michigan Corporation located at 31 Butler Street, Saugatuck, Michigan 49453 (“**Operator**”), enter into this 2022 Boat Slip Management Agreement (“**Agreement**”).

RECITALS

1. The City owns four (4) boat slips on Kalamazoo Lake (“**City Slips**”), as depicted in the attached Exhibit “A”.
2. The City desires to make available to the general public the City Slips for transient dockage.
3. Operator owns and operates a marina adjacent to the City Slips (“**Operator Property**”).
4. Operator is willing to oversee the rental of the City Slips and to provide certain services in connection with such rentals as more fully set forth in this Agreement.

AGREEMENT

The parties agree as follows:

1. Term. The term of this Agreement shall extend from March 28, 2022 through October 31, 2022, unless sooner terminated as provided in this Agreement.
2. Operator Obligations. Operator shall, at its sole cost and expense, oversee the rental of the City Slips and provide ancillary services to customers renting those slips. Operator’s obligations shall include:
 21. Scheduling the rental of the City Slips for transient dockage by the general public (including but not limited to slip assignment, maintenance of a waiting list, and other activities incidental to the rental of boat slips including the completion of any rental agreements utilized by Operator);
 22. Providing potable water and electrical service to each of the City Slips;
 23. Providing access for persons renting the City Slips to the bathroom and shower facilities located on the Operator Property;
 24. Providing parking for persons renting the City Slips to the vehicle parking areas located on the Operator Property;
 25. Providing an on-site dock master for the City Slips; and
 26. Assessing and collecting fees for rental and use of the City Slips (“**Rental Fees**”), with the

Rental Fees to be determined by Operator but in no event less than those fees of other marinas located on Kalamazoo Lake that offer similar transient dockage. Operator agrees that it shall require customers to prepay all Rental Fees, which payments shall be evidenced by receipts or such other documents as the City may reasonably request.

The parties agree that Operator's obligations shall not include maintenance, repair or replacement of the City Slips except to the extent such maintenance, repair or replacement is necessitated by the acts of Operator or any person acting at the direction or request of Operator. Operator agrees to promptly notify the City of any damage to, or condition of, the City Slips which may need repair or replacement. The City may perform any such repair or replacement of the City Slips in its sole discretion and shall have no liability to Operator for failing to perform such repair or replacement. The Operator shall perform its obligations in compliance with all federal, state and local laws, as well as any permits issued with respect to the City Slips.

3. Operator Compensation. In consideration of its obligations, Operator shall be entitled to retain 60% of all of the Rental Fees assessed, and shall remit to the City 40% of the Rental Fees assessed. Payment of the City's portion shall be accompanied by all documents the City may reasonably request to verify the calculation of Rental Fees and the City's portion thereof, including without limitation all rental agreements and receipts. The amount to be paid to the City, and all supporting documentation, shall be delivered to the City on or before November 1, 2022. Additionally, the City may request at any time during the term of this Agreement that Operator provide to the City reports and other documents evidencing the rental activities with respect to the City Slips, including the amount of Rental Fees assessed and collected to date. Any Rental Fees due to the City that are not paid by November 30, 2022, shall bear interest at the rate of five percent (5%) per annum until paid by Operator. In addition, should the City be required to take any action to recover unpaid Rental Fees, Operator shall be required to reimburse the City for all its costs of collection, including attorney fees and court costs.
4. Taxes/Expenses. Operator shall pay all taxes attributable to the rental of City Slips and Operator's provision of services hereunder. Operator shall provide and pay for all operational supplies, as well as all utilities and water service for the City Slips.
5. Relationship of the Parties. Operator shall act as an independent contractor and shall furnish the labor and all equipment and materials required in connection with the performance of its obligations under this Agreement. Nothing herein shall be deemed to grant to Operator any legal or equitable interest in the City Slips.
6. Termination. The City shall have the right to cancel this Agreement with 30 days' prior written notice to Operator if Operator substantially or materially breaches this Agreement or Operator endangers the public health or safety with regard to the City Slips. Upon the termination by the City of this Agreement, Operator shall remit to the City 40% of all Rental Fees assessed through the date of such termination, and provide the City with all supporting documentation, within five days following such termination.
7. Indemnity. Operator agrees to hold the City (including for purposes of this paragraph, its officers and employees) harmless from, indemnify it for and defend it (with legal counsel reasonably acceptable to the City) against any liability for damages, injury or other casualty and costs or expenses, including reasonable attorneys' fees, caused or arising from any act or omission by

Operator or any of its agents, servants, visitors, licensees or employees with respect to the City Slips.

8. Insurance. The City shall maintain general liability insurance with respect to the City Slips, as well as property insurance with respect to any damage or destruction of the City Slips. Operator shall be responsible for maintaining general liability insurance with respect to the performance of its obligations hereunder and with respect to the services it will provide pursuant to this Agreement. Additionally, Operator shall maintain automobile insurance in such amounts as the City may reasonably request. All insurance Operator is required to maintain hereunder shall name the City as an additional insured, and Operator shall provide the City with proof of such insurance before renting any City Slips.
9. No Assignment. This Agreement shall not be assigned, in part or in whole, without the prior written consent of the City in the City's sole and absolute discretion.
10. Third-Party Beneficiary. No person shall be deemed to be a third-party beneficiary of this Agreement.
11. Miscellaneous. This Agreement is written pursuant to the laws of the State of Michigan and was made in Allegan County, Michigan. This is the entire agreement between the parties regarding its subject matter. There are no contemporaneous agreements. It may not be modified or amended except in writing, signed by both parties. More than one copy of this Agreement may be signed, but all constitute but one agreement.

Executed this ___ day of _____, 2022.

CITY OF SAUGATUCK

By _____
Garnet Lewis
Its Mayor

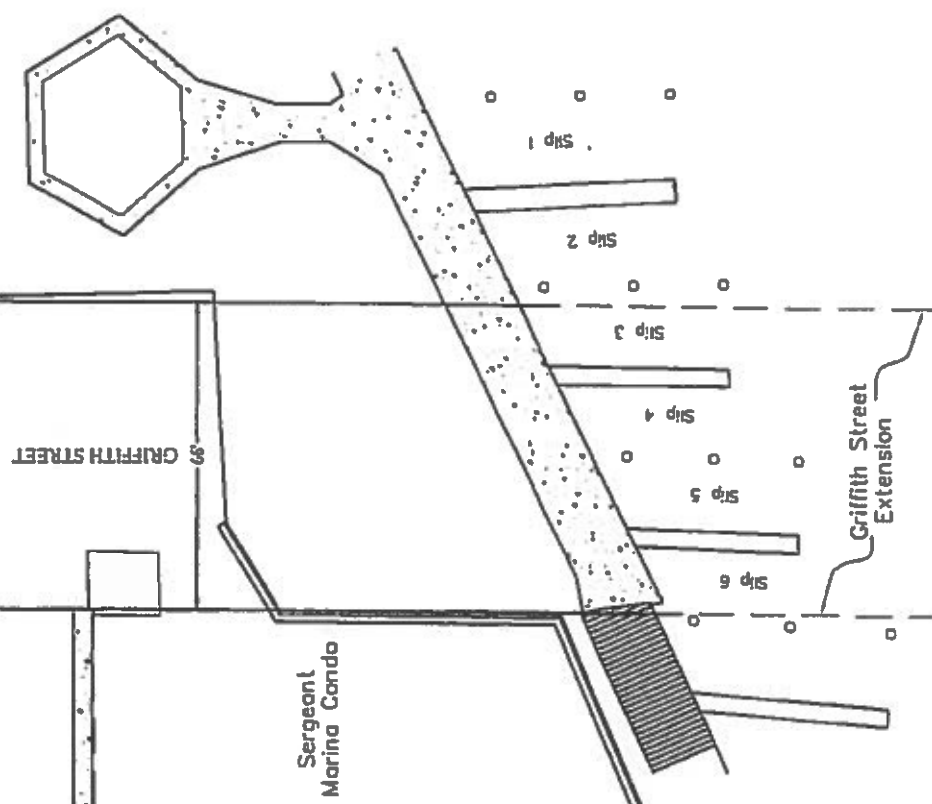
And by _____
Jamie Wolters
Its City Clerk

OPERATOR

By _____

Its _____

Date 4/18/08
 Drawn edb
 Job Number 1010801
 Phone (616) 895-7190
 Fax (616) 895-7191
 P.O. Box 410
 Allendale, MI 49401



Scale 1" = 30'
 [Symbol] = Concrete
 D = Description dimension
 M = Measured dimension
 P = Placed dimension
 ● = Set from stake
 ○ = Found from stake

Prepared For
 City of Saugatuck
 102 Duveler Street
 Saugatuck, MI 49453



By:
 Todd D. Brennan
 Licensed Professional Surveyor No. 45494





City Council Agenda Item Report

FROM: Kate White, Project Coordinator & Deputy Clerk

MEETING DATE: March 28, 2022

SUBJECT: License Agreement – Wicks Park Bar & Grille Walk/Entryway within Public Right-of-Way

DESCRIPTION:

On April 13, 2009, City Council approved a request from Patrick Murphy to retain the covered walk/entryway at 449 Water Street, which encroaches into the public right-of-way. When 449 Water Street was bought and renovated by Patrick Murphy, the old entryway, which was deemed unsafe, was replaced to the same size, shape, and with the same materials. The legal counsel for the City of Saugatuck in 2009 drafted the license agreement for a ten (10) year timeframe. The agreement permits the Owner of 449 Water Street to maintain their awning on and over the public right-of-way.

This license agreement expired on December 31, 2019 and is in need of renewal. Christine Murphy-Pierce approves of the agreement. The proposed agreement would last another ten (10) years and would expire in 2032. The license agreement provides important protections to the City:

1. Requires the Owner to indemnify and hold harmless the City
2. Requires the Owner to obtain liability insurance, naming the City as an additional insured – Christine Murphy-Pierce has provided the certificate of liability insurance to the City
3. Requires the awning be kept in good repair, not to interfere with pedestrian traffic, and shall comply with fire codes
4. Requires compliance with City issued permits and ordinances
5. Places full responsibility of awning maintenance on the Owner
6. Allows for immediate revocation by the City in its sole discretion

BUDGET ACTION REQUIRED:

N/A

COMMITTEE/COMMISSION REVIEW:

N/A

LEGAL REVIEW:

Attorneys Jacob Witte & Chris Patterson reviewed and approved the license agreement.

SAMPLE MOTION:

Motion to **approve/deny** the license agreement as presented between the City of Saugatuck and WPBG, LLC.

LICENSE AGREEMENT

This License Agreement (“Agreement”) between WPBG, LLC, a Michigan limited liability company (“Owner”), and the City of Saugatuck, a Michigan home rule city (“City”), dated this 28th day of March, 2022.

RECITALS

- A. Water Street is a public right-of-way within the corporate limits of the City.
- B. Owner owns, or has a leasehold interest in, a building and land commonly known as 449 Water Street, Saugatuck, Michigan ("Owner's Parcel"), and on that property operates a restaurant and bar.
- C. Owner desires to install and maintain an outdoor awning on and over the public right-of-way in front of the building on the Owner’s Parcel. The awning will encroach within the public right-of-way.
- D. Owner was granted a permit by the City on the 26th day of February, 2009, to replace windows, doors, and siding at the Owner’s Parcel.
- E. The City is willing to allow the installation and maintenance of the outdoor awning as described herein subject to the terms and conditions of this Agreement.

NOW, IN CONSIDERATION of the covenants contained in this Agreement, the City grants to Owner a license as provided below:

- 1. License. The City grants to the Owner, and the Owner accepts from the City, a license to install and maintain a building awning on and over the public right-of-way adjacent to the Owner’s Parcel, in the precise location shown on the attached site plan, marked as Exhibit A (the “Licensed Premises”) subject to the terms and conditions of this Agreement.
- 2. Term. The term of this license shall commence on the date above and will terminate at midnight on December 31, 2032; provided, however, that the City may, at any time and in its sole discretion, revoke the license and terminate this Agreement by serving written notice of such action upon Owner, said termination to be effective 15 days after such notice. The Owner shall remove the awning and vacate the Licensed Premises within the 15 day period and any property of Owner remaining within the public right-of-way thereafter will be deemed abandoned by the Owner, and the City may dispose of the same as it sees fit in its sole discretion. In the event the license is revoked, neither Owner nor its successors or assigns shall be entitled to any compensation
- 3. Use. The Licensed Premises shall be used by the Owner to install and maintain an awning in compliance with the standards and conditions of any permits issued by the City. The Owner acknowledges and agrees that Owner has inspected the Licensed Premises and has

determined such premises to be in a satisfactory condition and that the Owner's entry upon and use of the Licensed Premises constitutes acceptance of the Licensed Premises on an "as is" basis. The City makes no representations or warranties as to the condition of the public right-of-way, the suitability of the use of the Licensed Premises proposed by Owner, or any physical or other condition. The City will have no liability or responsibility for upkeep, maintenance, or any other action with regard to the awning or the Licensed Premises as a result of this Agreement. Owner will comply with all applicable ordinances, laws, and regulations governing the same and will keep the awning in neat and clean condition, reasonable wear and tear excepted.

4. Fee. The Owner shall pay the City, its successors and assigns a license fee of One and no/100 Dollars (\$1.00), together with an application fee in the amount of Three Hundred and no/100's (\$300.00) Dollars to cover the costs and expenses of the City in reviewing the request for the license and in preparing this Agreement. The Owner shall pay the City a renewal license application fee of One and no/100's (\$1.00) Dollar upon renewal or extension of this Agreement.

5. No Assignment/Sublicensing. This license is personal with the Owner and does not run with the land. This license shall not be assigned or transferred in any manner by the Owner to any other person or business entity. The City, in its sole discretion, may authorize the assignment or transfer of this license to a third party by amendment to this Agreement or by a separate license agreement.

6. General Restrictions, Standards and Conditions. This Agreement is subject to any conditions imposed by the City as part of a permit review process, and without limitation the following general restrictions designed to control the design, materials, installation and maintenance of the awning:

A. The operation and use of the awning shall not be conducted in such a way as to become a public nuisance; and the operation and use of the awning shall not interfere with vehicular or pedestrian traffic or circulation on any adjoining streets, alleys, sidewalks or public open-space areas.

B. The Owner is responsible for maintaining, in a clean and safe condition, the awning as well as the Licensed Premises, during the term of this Agreement including, without limitation, leaf, trash and snow removal under the awning.

C. The awning shall only be located in that area expressly designated on Exhibit A, the minimum height clearance of the awning shall be not less than 7 feet.

D. Any signage on the awning must comply with the City's zoning ordinance provisions.

E. The awning must comply at all times with all requirements of the relevant fire code and related fire ordinances to the satisfaction of the City's Fire Marshal or his designee.

7. Improvements, Restoration, Construction Liens. No improvements shall be made to the Licensed Premises unless the City has approved such improvements prior to the performance of work by the Owner or by a contractor approved in writing by the City.

8. Public Liability and Indemnity. The Owner shall hold the City and its officers, employees, and agents harmless from, and defend and indemnify them against, any and all claims or lawsuits seeking recovery for damage or injury, including death, and against any other legal proceedings instituted against any of them, directly or indirectly, arising from the design, construction, or physical existence of the awning within the public right-of-way, or from the City's permitting the Owner to construct and maintain such encroachment, regardless of whether the Owner or any of its officers, employees, or agents are negligent. The obligations of the Owner under this paragraph shall survive the termination of this Agreement for a period of three years.

9. Insurance. The Owner shall obtain, continuously maintain for the duration of this Agreement, and provide the City prior to execution of this Agreement, and from time to time thereafter, with proof acceptable to the City Manager of commercial general liability insurance coverage, naming the City as an additional insured party. Such insurance shall have an initial limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Said insurance must contain comprehensive coverage to insure against any and all claims arising out of or attributable to the encroachment of the awning into the Licensed Premises or other public right-of-way, regardless of whether the Owner or any of its officers, employees, or agents are negligent in any manner, and also contractual liability coverage to insure that the obligations of the Owner to the City pursuant to this Agreement are met. The certificate of insurance must contain an unqualified guarantee that the City will be provided with 30 days prior written notice of cancellation, termination, non-renewal, or material change in coverage of the insurance policy provided. If the Owner fails to maintain the required insurance in force, the City may, at its option, obtain such insurance at its own expense and bill the costs of the same to the Owner, which costs the Owner agrees to promptly pay.

10. Casualty. In no event shall the City be responsible for loss or damage to improvements or personal property owned by the Owner or placed on the Licensed Premises by the Owner, which are caused by fire, theft, loss, vandalism or other casualty.

11. Owner's Acknowledgements. Owner acknowledges and agrees that the City is the Owner of the Licensed Premises, that the license granted under this Agreement involves the permission to enter and use property which is a public right of way, that the public's rights are paramount, and that the Owner's use under this license may not interfere with the public's rights to the reasonable use of the Licensed Premises. Owner further acknowledges that its use of the Licensed Premises does not constitute any title, claim of right, or other interest in the Licensed Premises.

12. No Waiver. The failure of either party to enforce any covenant or condition of this License shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this License. No provision of this License shall be deemed to have been waived unless such waiver shall be in writing.

13. Copies. The License may be executed in two or more counter-parts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Laws. This License shall be interpreted and enforced by the Laws of the State of Michigan.

Signed in the Presence of:

CITY OF SAUGATUCK
a Michigan home rule city

By: _____
Garnet Lewis

Its: Mayor

By: _____
Jamie Wolters

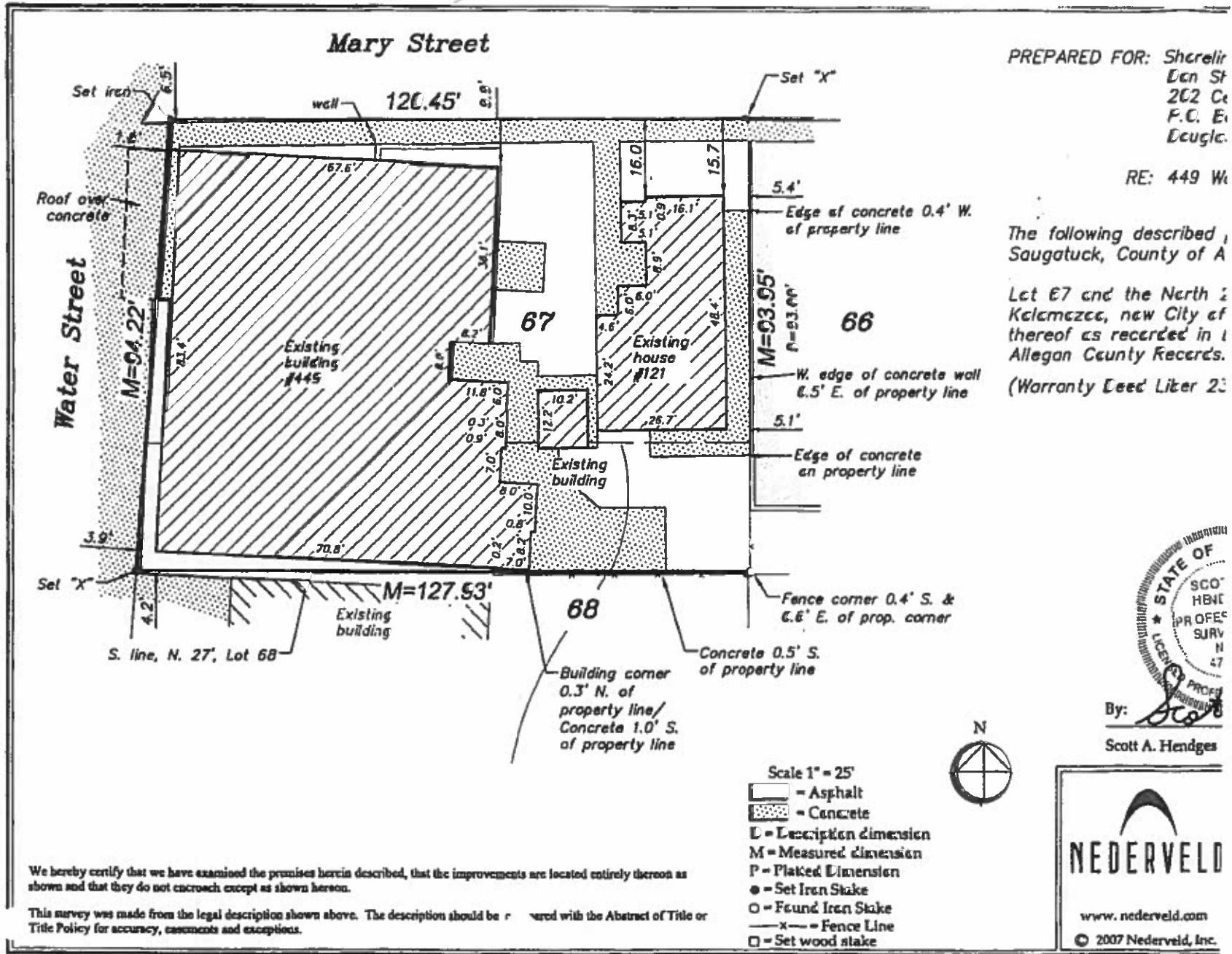
Its: City Clerk

WPBG, LLC
a Michigan limited liability company

By: _____

Its: _____

EXHIBIT A



From: [Ryan Heise](#)
To: [Jamie Wolters](#); [Katherine White](#); [Scott Herbert](#); [Cindy Osman](#); [Peter Stanislowski](#)
Subject: FW: Saugatuck High School Parking--Construction
Date: Tuesday, March 15, 2022 3:08:47 PM
Attachments: [SMSSHS Phases 1-3.png](#)
[SHS Phase 1-3 Site Plan.png](#)

FYI

From: Tim Travis <ttravis@saugatuckps.com>
Sent: Tuesday, March 15, 2022 1:43 PM
To: Ryan Heise <Ryan@saugatuckcity.com>; Phyllis Yff <pyff@saugatuckinterurban.org>
Subject: Saugatuck High School Parking--Construction

Good afternoon Ryan and Phyllis,

I hope you are both doing well and looking forward to spring and soon a busy summer season. I am reaching out today to update you on the start of construction at our high school on April 1, 2022. Construction is set to begin on the new band room and central office addition on the south side of the building. Some of our parking lot will be used for contractor parking and materials storage. This should minimally impact summer parking and interurban pickup during the summer months.

I have attached a phasing plan for the summer and a site diagram. The parking spots that will be lost for an extended period of time are on the east side of the parking lot closest to the stadium and student entrance. We plan to relocate some handicap parking spaces to the west side of the lot.

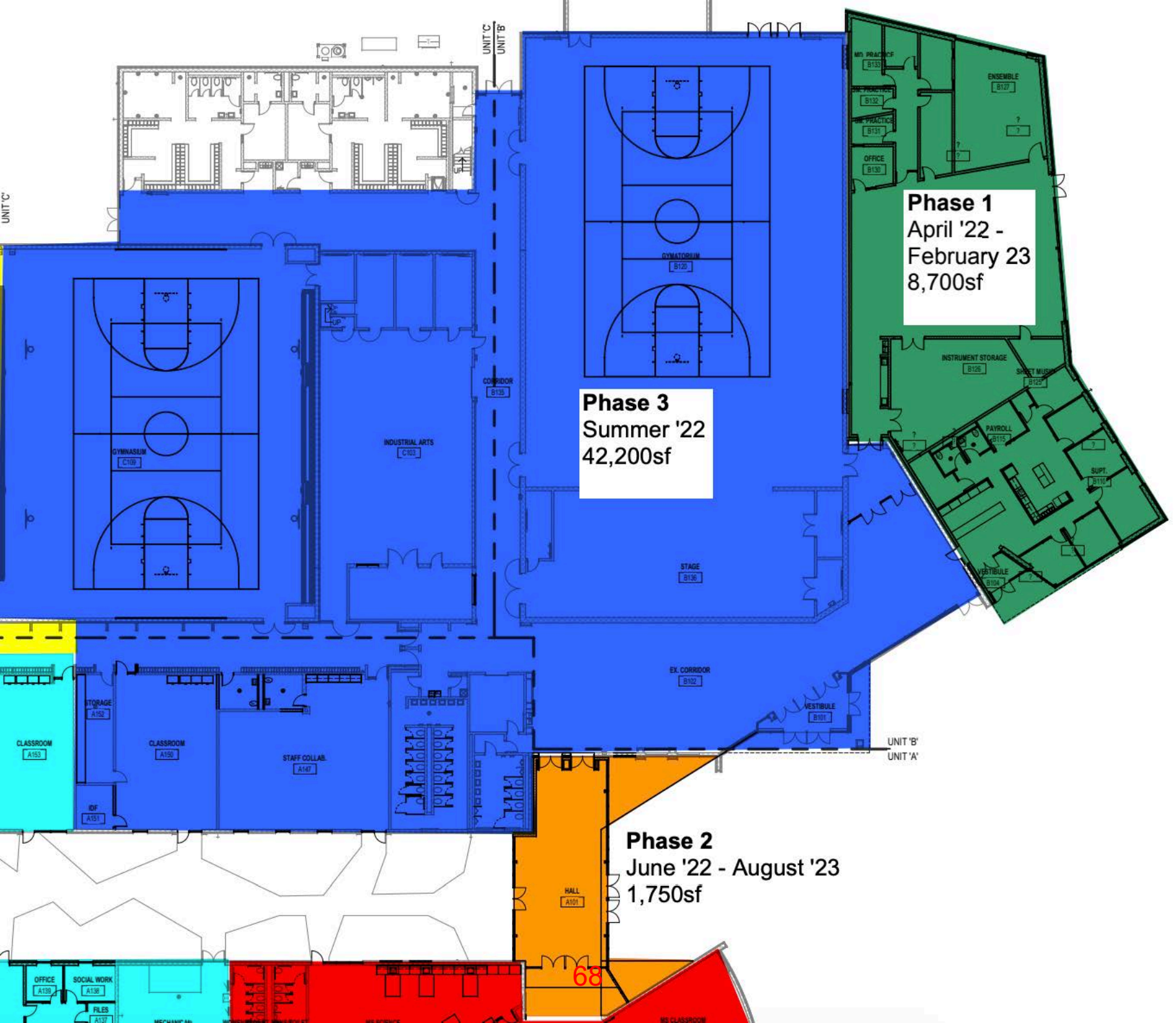
Overall, just plan on fewer parking spaces being available for summer parking at the high school. Most weekends I think there will be plenty of room.

Just wanted to give you a heads up,

Tim

Timothy J. Travis, Ph.D.
Superintendent
Saugatuck Public Schools
Phone: 269-857-1444 ext. 253

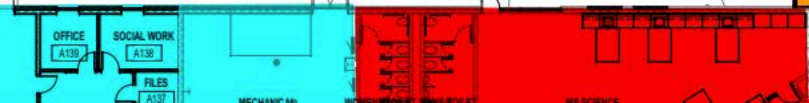
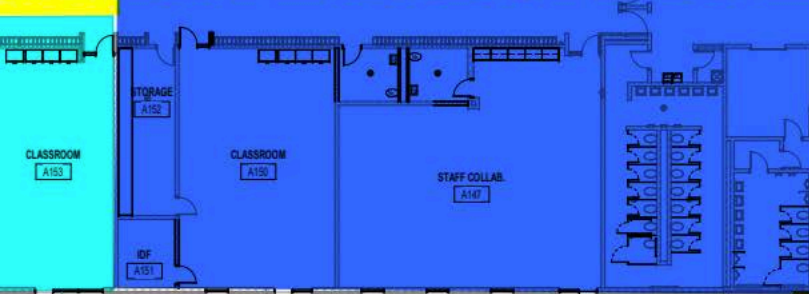
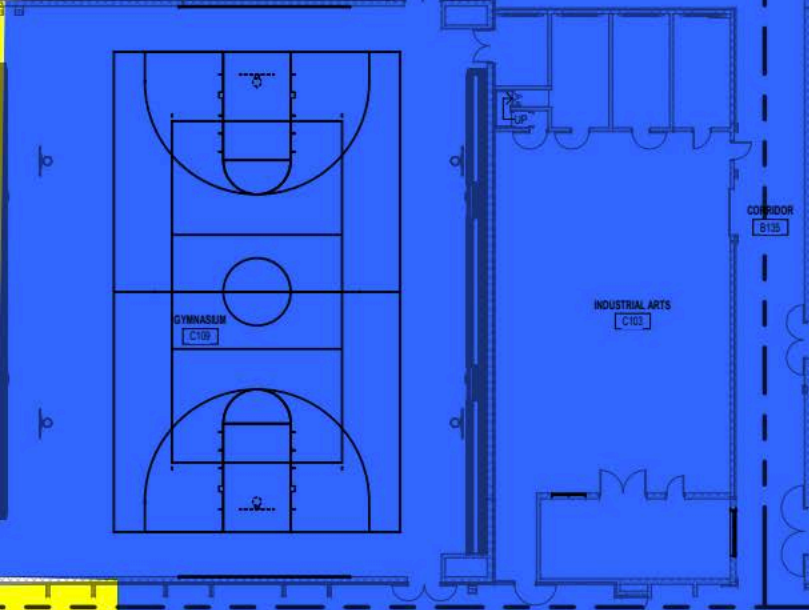
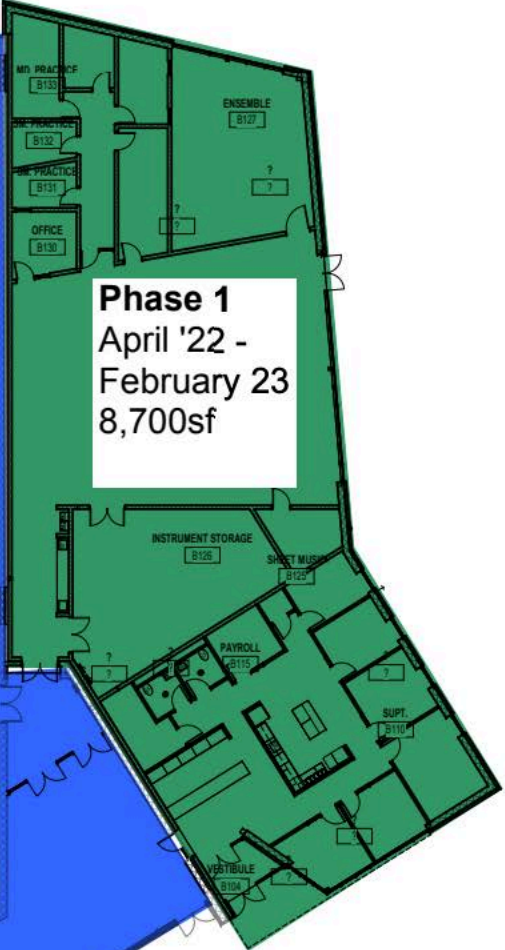
Prepare Students for Life. Support Every Child.



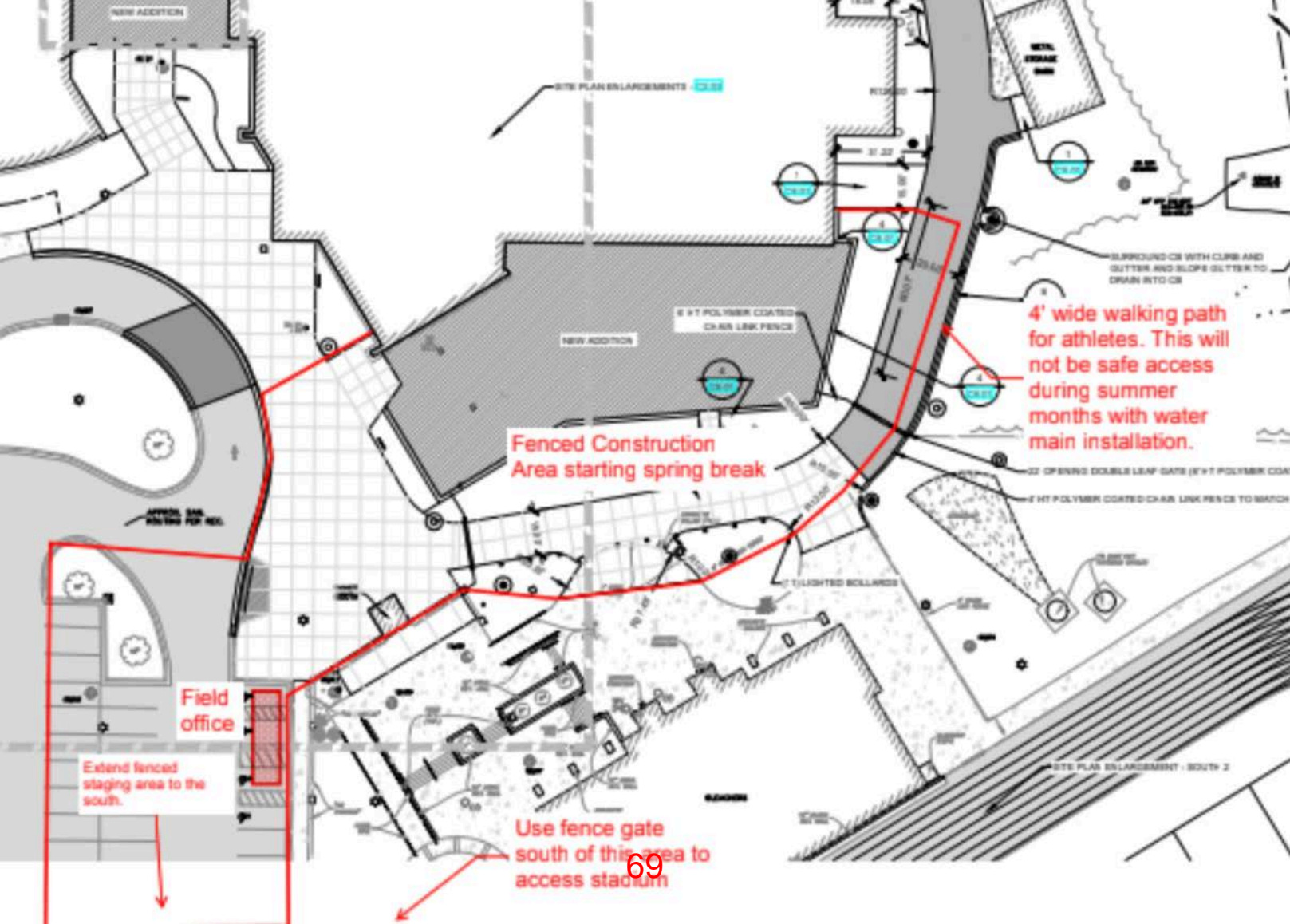
Phase 1
April '22 -
February 23
8,700sf

Phase 3
Summer '22
42,200sf

Phase 2
June '22 - August '23
1,750sf



68



Fenced Construction Area starting spring break

4' wide walking path for athletes. This will not be safe access during summer months with water main installation.

Field office

Extend fenced staging area to the south.

Use fence gate south of this area to access stadium



Safe Harbor

Children's Advocacy Center

February 9, 2022

Saugatuck City Council,

As you consider where to spend your ARPA or general fund dollars, please think of how children in your community can be protected from abuse or heal after abuse if they participate in trauma focused services at Safe Harbor.

Impact from COVID as it relates to ARPA Final Rule

COVID has exacerbated child abuse in Allegan County and across the nation. As schools went virtual, children living in homes with abuse were unable to escape and had very limited means to talk with a safe adult. Once children returned to in-person school, requests for child interviews increased.

As a non-profit, Safe Harbor's major fundraising event, the Lifeline Gala, brought in less than half of the normal donations in 2020 and less than three-quarters of the normal donations in 2021. These funds allow Safe Harbor to provide the essential services for child abuse victims. As an essential service, Safe Harbor has remained open during the entire pandemic to serve children. With the decrease of donations through fundraising, Safe Harbor was unable to raise the \$1,800,000 necessary to build a larger child friendly environment to help the increased numbers of children needing intervention from abuse.

Safe Harbor's Programs save the community money

For every child abuse investigation through a children's advocacy center, the local and county governments save an average of \$1,000 per case according to the National Children's Advocacy Center cost benefit study. This savings is attributable to how Safe Harbor facilitates the investigative parties to limit the number of times a child is interviewed. We have been providing prevention and intervention for 39 years for the children in your community and do not receive any local or federal government funding. To ensure continued prevention, intervention, and treatment for children in our communities, we ask that you contribute for these services based on the number of children served in your area. Client data shows that 11 children from your area were served in the past 3 years.

Children are our future

Investing in healthy child development is an investment in your community and economic development. To have a thriving community, we must focus on the ability of our children to flourish.

Safe Harbor has raised \$1,127,000 to begin building Spring 2022. Would your council consider giving between \$250 to \$1,000 per child served at Safe Harbor from your community? Thank you for considering this request on behalf of the Allegan County children provided intervention from their abuse. Please feel free to contact me for any questions or concerns. We look forward to hearing your decision.

Gratefully yours,

Lori Antkoviak
Executive Director
lantkoviak@safeharborcac.org

The need for Safe Harbor continues to grow!

- In 2007, 145 Allegan County children were served by two full-time and five part-time employees.
- Today, Safe Harbor serves an average of 325 children in Allegan and Barry Counties with seven full-time and two part-time employees.
- Over the past 5 years, 1,600 children in Allegan County came to Safe Harbor to talk about sexual or severe physical abuse allegations.
- Around 4,000 students participate in Body Safety classroom lessons each year.
- An average of 25 children in foster care have a volunteer Court Appointed Special Advocate (CASA) visit them weekly and speak on their behalf at court hearings.