



## CITY COUNCIL MEETING AGENDA

**March 28, 2022 – 7:00 pm**

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

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Consent Agenda: (Roll Call)**
  - A. Regular City Council Meeting Minutes – March 14, 2022
  - B. 2022 Boat Slip Management Agreement with Sergeant Marina
  - C. Accounts Payable in the amount of \$296,232.29
- 5. Staff Reports:**
  - A. City Manager
  - B. Treasurer
  - C. Planning and Zoning
  - D. Department of Public Works
  - E. Fire
  - F. Police – No Report
  - G. Engineer
- 6. Agenda Changes (Additions/Deletions)**
- 7. Guest Speakers**
- 8. Public Comment on Agenda Items Only (Limit 3 minutes)**
- 9. Introduction of Ordinances**
- 10. Public Hearings**
- 11. Unfinished Business**

**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](mailto: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](mailto:Wolters@saugatuckcity.com) for further information.

**12. New Business:**

- A. Saugatuck Historical Markers Project – Location Approval (*Voice Vote*)
- B. Special Event Application - Saugatuck Center for the Arts Public Art Installation at Saugatuck-Douglas History Museum & Mt. Baldhead Park (*Voice Vote*)
- C. Maple Street Proposal (*Roll Call*)
- D. Water Street Water Service Memo (*Roll Call*)
- E. Small Cell Application (*Voice Vote*)
- F. Wicks Park Bar & Grille License Agreement (*Voice Vote*)

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

**14. Correspondence**

- A. Expanded Outdoor Dining Area Application
- B. March 23<sup>rd</sup> Educational Workshop Appreciation

**15. Boards, Commissions & Committees Reports**

**16. Council Comments**

**17. Mayor's Comments**

**18. Adjourn** (*Voice Call*)



**CITY COUNCIL MEETING PROPOSED MINUTES  
SAUGATUCK, MICHIGAN, March 14, 2022**

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

**1. Call to Order:**

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

**2. Pledge of Allegiance**

**3. Attendance:**

Present: Mayor Lewis, Mayor Pro-Tem Dean, Council members Gardner, Leo, Stanton and Trester

Absent: Council member Bekken

Others Present: City Manager Heise & Project Coordinator/Deputy Clerk White

**4. Consent Agenda:**

**A.** Regular City Council Meeting Minutes – February 28, 2022

**B.** Public Input Session Meeting Minutes – March 9, 2022

**C.** Accounts Payable in the amount of \$136,265.41

*Motion by Trester, second by Dean to approve the Consent Agenda. Motion carried 6-0 by roll call vote.*

**5. Staff Reports:**

City Manager, Treasurer, Zoning Administrator, DPW Superintendent, Police, and Engineer submitted status reports of current activities since the last Council meeting on February 28, 2022 for their respective departments.

Council member Trester asked City Manager Heise to elaborate on the “Milfoil Update” in his report. Heise stated that billing for milfoil treatment last year was messy and that staff is investigating ways to make treatment payment and collection more efficient.

Council member Gardner noted that he would like to see the costs for the Bridge Street project, in reference to Heise’s report. Gardner also noted that the exterior of City Hall is in need of serious repairs and was curious about what happened to the exterior clock that used to hang in front of City Hall.

**6. Agenda Changes: None**

7. **Guest Speakers:** None

8. **Public Comment on Agenda Items:**

Sherry Tedaldi (resident) spoke regarding Item 12-B. Tedaldi stated that the public art installation should be mindful of the natural amphitheater in Coghlin Park, which is great for Venetian Festival music.

9. **Introduction of Ordinances:** None

10. **Public Hearings:** None

11. **Unfinished Business:** None

12. **New Business:**

A. HWA Treatment – Landowner Agreement and Treatment Contribution:

City Manager Heise noted that he would be comfortable increasing the contribution amount from \$9,500.00 to \$9,950.00. Council member Gardner asked that Ox-Bow be added to the treatment agreement as a co-grantor.

*Motion by Trester, 2<sup>nd</sup> by Leo to approve the landowner agreement form for survey and treatment of Hemlock Woolly Adelgid (HWA) with the Ottawa Conservation District subject to staff and attorney review and approval and approve contributing \$9,950.00 for the survey and treatment of HWA within Tallmadge Woods, within City limits. Upon roll call vote, the motion carried 6-0.*

B. Special Event Application – Saugatuck Center for the Arts Public Art Installation in Coghlin Park:

City Manager Heise noted that there will be turf deterioration over the summer season with the placement of the art sculpture. Council member Stanton asked about making sure that the public art does not interfere with the functions of Venetian Festival. Both Council members Trester and Dean affirmed that a Venetian representative was present at the meeting with the Saugatuck Center for the Arts and that the artist would incorporate the stage placement into their final sculpture footprint. Council member Gardner asked about getting a separate application for the art installation on the west side of the Kalamazoo River.

*Motion by Stanton, 2<sup>nd</sup> by Gardner to approve the special event application from the Saugatuck Center for the Arts for a Quad-Community Art Installation in Coghlin Park, with an installation date of 6.7.2022 and a takedown date of 9.9.2022. Upon voice vote, the motion carried 6-0.*

C. 2022 Street End Licenses:

City Manager Heise provided a brief overview of the Municipal License Agreements and noted that they expire at the end of 2022. Council member Gardner requested that the City include the name of the Lessees. Council member Stanton recused herself from



the vote as her name is on one of the street end license agreements.

*Motion by Gardner, 2<sup>nd</sup> by Trester to approve the 2022 Municipal License Agreement rates as presented on Attachment A and authorize the Mayor and City Clerk to sign such Agreements for 2022 as presented. Upon voice vote, the motion carried 5-0, with Stanton self-recused from the vote.*

**D. Resolution 220314-A – Approval for Submission of MNRTF Grant Application for the Blue Star Non-Motorized Trail:**

Mayor Lewis noted her appreciation to the engineers at C2AE for coming to the March 9 public input session and answering questions. She also mentioned her appreciation of the summary of comments in Item 4-B.

*Motion by Dean, 2<sup>nd</sup> by Stanton to approve Resolution No. 220314-A to approve the submission of the Michigan Natural Resources Trust Fund grant application for the Blue Star Non-Motorized Trail. Upon roll call vote, the motion carried 6-0.*

**E. Resolution 220314-B – Extend Advisory Tri-Community Recycling Ad-Hoc Committee:**

Mayor Lewis, member of the Advisory Tri-Community Recycling Ad-Hoc Committee, provided a brief overview of the committee.

*Motion by Leo, 2<sup>nd</sup> by Trester to approve Resolution No. 220314-B to extend the lifespan of the Advisory Tri-Community Recycling Ad-Hoc Committee to December 31, 2022 and to reappoint Garnet Lewis, Barry Johnson, Linda Escott and Kelly Roche as the City of Saugatuck’s representatives. Upon roll call vote, the motion carried 6-0.*

**F. Board of Review Alternate Member Appointments:**

Mayor Lewis provided a summary of the interview process, which included three interviewees. The Mayor’s appointments for the two open alternate Board of Review positions include Lynne Aspnes and Barbara Lucier, with said terms expiring January 1, 2025.

*Motion by Trester, 2<sup>nd</sup> by Gardner to approve the Mayor’s appointments as presented. Upon voice vote, the motion carried 6-0.*

**13. Public Comment: None**

**14. Closed Session:**

**A. Pursuant to MCL 15.268(a) of the Open Meetings Act, the City will enter into closed session to conduct the annual City Manager performance review.**

*Motion by Gardner, 2<sup>nd</sup> by Trester to move into a closed session. Upon roll call vote, the motion carried 6-0. Council moved into closed session at 7:36 p.m.*

*Motion by Trester, 2<sup>nd</sup> by Stanton to come out of closed session. Upon roll call vote,*

*the motion carried 6-0. Council came out of closed session at 7:53 p.m.*

*Motion by Trester, 2<sup>nd</sup> by Leo to give City Manager Ryan Heise a 5% raise in his annual salary. Upon roll call vote, the motion carried 6-0.*

Council provided praise to City Manager Heise for his work with the City of Saugatuck over the past year.

**15. Communications:**

A. Blue Star Trail Letters (accepted as information)

**16. Boards, Commissions & Committee Reports:**

Council member Stanton provided a brief report on the actions of the Historic District Commission meeting on March 3<sup>rd</sup>, noting that the Commission approved the improvements at Wicks Park Bar & Grille.

Mayor Lewis provided a report on the activities of the Advisory Tri-Community Recycling Ad-Hoc Committee. The Committee is eyeing dates for household hazardous waste day in late May and the event will extend an extra hour from the previous year to ensure people have longer access to this service.

**17. Council Comments:** None

**18. Mayor's Comments:**

Mayor Lewis noted on the success of the Erin-Go-Bark Parade on March 12<sup>th</sup>. Lewis also reminded Council that there will be a Council training 101 session on March 23<sup>rd</sup>, stating that the training will be great for Council to better learn their roles and responsibilities.

The training session will include the elected bodies for the City of Saugatuck, City of the Village of Douglas, and Saugatuck Township.

**12. Adjournment:**

*Motion was made by Trester, 2<sup>nd</sup> by Dean to adjourn the Council meeting. Upon roll call vote, the motion carried 6-0. The meeting adjourned at 7:58 p.m.*

Respectfully Submitted,

---

Kate White  
Project Coordinator & Deputy Clerk



## City Council Agenda Item Report

**FROM:** Kate White, Project Coordinator & Deputy Clerk  
**MEETING DATE:** March 28, 2022  
**SUBJECT:** Consent Agenda - 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 (if removed from Consent Agenda):**

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**

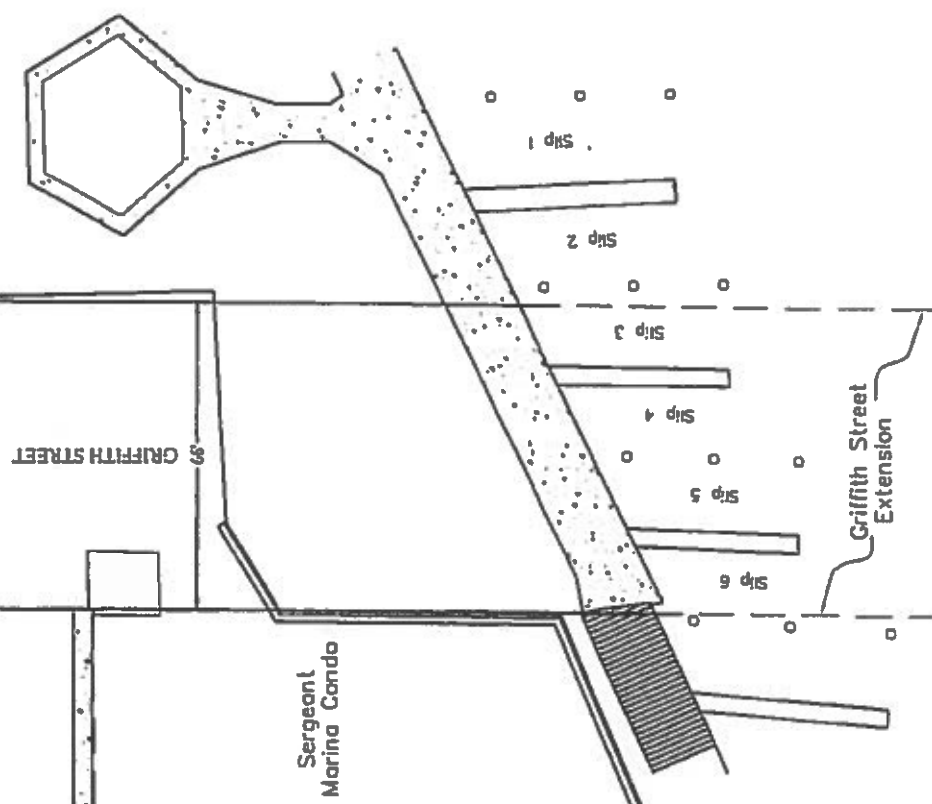
By \_\_\_\_\_  
Garnet Lewis  
Its Mayor

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 Duvel Street  
 Saugatuck, MI 49453



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



Vendor Name	Description	Amount
1. ACTION INDUSTRIAL SUPPLY CO	UNIFORMS & SAFETY EQUIPMENT	266.27
2. ALLEGAN COUNTY HEALTH DEPT	CONCESSION	355.00
3. ALLEGAN COUNTY SHERIFF	ST PATTY DAY PARADE RESERVES	240.00
	SHERIFF CONTRACT	26,100.28
	TOTAL	26,340.28
4. DUNESVIEW KWIK SHOP INC	GASOLINE & DIESEL	2,585.21
5. ELHART GMC	HEAD LIGHT	191.65
6. FIRST NATIONAL BANK OF MICHIGAN	CD TRANSFER	250,000.00
7. KALAMAZOO LAKE SEWER & WATER	WATER & SEWER	936.55
8. NET2PHONE INC	TELEPHONES	175.90
9. PRIORITY HEALTH	HEALTH INSURANCE	9,426.37
10. SAUGATUCK CENTER FOR THE ARTS	TRAINING	200.00
11. SAUGATUCK DOUGLAS GARDEN CLUB	ANNUAL FLOWERS	1,500.00
12. SAUGATUCK FIRE	SHORT TERM RENTAL	2,100.00
13. SMART BUSINESS SOURCE LLC	OFFICE SUPPLIES	170.92
14. STANDARD INSURANCE COMPANY	INSURANCE	423.14
15. SUPERIOR ASPHALT INC	ASPHALT COLD PATCH	140.00
16. WESTENBROEK MOWER INC	MOWER RAKE THACTER	1,021.00
17. XTREME AUTO	OVAL BEACH SIGN	400.00
TOTAL - ALL VENDORS		296,232.29
<b>FUND TOTALS:</b>		
Fund 101 - GENERAL FUND		290,870.60
Fund 202 - MAJOR STREETS		513.97
Fund 203 - LOCAL STREETS		459.05
Fund 661 - MOTOR POOL FUND		4,375.37
Fund 715 - ROSE GARDEN		13.30





## **City Managers Report –Highlights March 28<sup>th</sup>, 2022**

### **Council Training**

Attorney Chris Patterson provided Council training 101 with a focus on Open Meeting Laws, ethics and a discussion on Town and City forms of government. This was a tri-community effort and appeared to be well received by attendees. A special thanks to Kate White and Jamie Wolters for coordinating, and to Chris for the entertaining presentation and food from Scooters. I've attached the ethics policy for the City.

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

There is a new home being constructed on Bridge Street along the Kalamazoo River, west of Blue Star HWY. City ordinances require a connection to the water system. City staff is reviewing extending water services in cooperation with engineering and in partnership with the Kalamazoo Lake Water and Sewer Authority (KLWSA). Special assessment methodologies will be reviewed and presented to Council. Meeting being scheduled with property owners to review process. Bid documents are being created. Supply chain issues for water infrastructure are predicted. Exploring easements through title work in the area have been completed and did not result in any opportunities to connect infrastructure from Maple Street.

### **KLSWA Agreement**

Discussions underway with KLSWA. KLSWA prefers to begin with negotiating the asset management plan for sewer and use that as a roadmap for the water agreement. Legal counsel has been engaged and I will likely recommend that the City enter a limited contract with a separate engineer to review agreement ((Fleis & VandenBrink (F&V) also provides services to KLSWSA)). This is a five (5) party agreement, F&V would be placed in a difficult position to highlight any deficiencies in the agreement, should they exist; F&V has been notified.

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

Allegan County will wait for City Council's direction on the potential placement for traffic light. Study linked to website under *2022 Council Meeting Information*. This item will likely remain in a holding pattern until the engineers begin working on final design for the Blue Star Trail.

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

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

### **Blue Star Trail Update**

Transportation Alternatives Program grant has been submitted. Staff working with engineers to submit the State Stewardship Grant... due on April 1<sup>st</sup>.

### **Road resurfacing (and utility) projects**

**Campbell Road** – A slow going project, glad we started when we did. Water main has been installed and testing is complete. Water service replacement is underway. Jon Moxey of Fleis & VandenBrink will be reaching out to property owners or their designated local representatives to begin coordinating water service work.

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

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

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

The Township has determined that they do not receive and ACT 51 funds for Maple Street and that they are not responsible for road maintenance (City receives approximately \$5,000.00). Their Responsibility would be specific to shared water service.

### **Dune Ridge Waterfront Update**

A Motion for Summary Disposition seeking dismissal of all individually named defendants in Dune Ridge SA, LP v. City of Saugatuck et al, Case No. 21-64709-CZ, was GRANTED by the Honorable Allegan County Circuit Court Judge Roberts A. Kengis, following oral argument heard on March 7, 2022.

The individually named defendants were: Ken Trester, Jeff Spangler, Bill Hess, Mark Bekken, Jane Verplank, Barry Johnson, and Chris Peterson, all of whom were Saugatuck City Councilmembers at the time a Land Swap Agreement was executed between the City and Dune Ridge, a local developer. Mr. Trester was also the City Mayor. Monica Nagle, also a named defendant, was the City Clerk who signed the Land Swap Agreement.

Dune Ridge and the City dispute certain provisions of the Land Swap Agreement that relate to its

claimed right to use property adjacent to the Saugatuck Chain Ferry for houseboats and the erection of a privacy screen. In its Circuit Court complaint, Dune Ridge named not only the City, but also the above persons as additional defendants. By its action, Judge Kengis ruled that Dune Ridge could not sue these individuals directly, and that Dune Ridge is limited to proceeding against the City alone.

As a result, the City is now the only remaining defendant in the litigation, and it will continue its efforts to achieve a favorable result.

### **Milfoil update**

Staff will bring recommendation on treatment and billing methodology. Staff has been on contact with legal counsel on various options.

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

Staff had a very productive meeting with AT&T and engineers, along with the emergency services and a representative from the Mt. Baldhead Radar Tower group. AT&T has begun engineering work on placing cellular facilities inside the dome.

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

### **City Hall Office Space**

New monitors scheduled for installation in Council Chambers on Wednesday, March 30<sup>th</sup>.

Staff has prepared an RFP for architectural services for interior renovations and will request that selected Architect work with Herman Miller's design team. Staff will present plans as they begin to develop. Staff will be putting together a advisory team to assist with reviewing the project.

Exterior repairs are also needed.

## **An Ethical Statement for the City of Saugatuck, Michigan**

The welfare of a community depends not only upon the justice of its laws, but also upon the integrity and good will of its populace. Any statement setting forth communal ethical goals therefore should seek to incorporate not only the letter but also the spirit of those rules of conduct which lead to the greater welfare and to a sense of confident trust between government officials and employees and the citizens of the community. To assert that no one is above the law is also to affirm that no one, by virtue of office, prestige, or personal interest, either overtly or covertly, has the right to misuse the public trust. With the goal of making Saugatuck an ever more desirable and joyful place in which to live, we propose the following guidelines for our City, our elected officials, our appointed officers and our citizens.

Approved by Saugatuck City Council: September 13, 2004

**Shaded text is from the City Charter**

## **A.) ETHICAL STANDARDS OF CONDUCT POLICY**

A POLICY ESTABLISHING A CODE OF ETHICAL STANDARDS OF CONDUCT FOR PUBLIC OFFICIALS AND EMPLOYEES OF THE CITY OF SAUGATUCK THAT IS APPLICABLE TO PERSONS IN MUNICIPAL SERVICE WHETHER COMPENSATED OR NOT AND WHETHER ELECTED, APPOINTED, OR HIRED AND TO PRESCRIBE A REVIEW PROCESS WHERE VIOLATION AND / OR UNCERTAINTY ARISES.

### **STANDARDS OF CONDUCT**

The City's integrity rests solidly on the foundation of several general rules of ethical behavior. These rules form fundamental values to be understood and honored by all.

#### **1. Integrity**

The City of Saugatuck expects its officers, officials, and employees to act with integrity, and to deal with one another fairly and openly. They shall act to acknowledge and observe state and federal statutes pertaining to ethical conduct.

#### **2. Honesty**

The City expects its officers, officials and employees to refrain from: misrepresenting situations where fact or law is ascertainable, falsifying records, and misusing City property, equipment, supplies or assets for personal gain or benefit or for the unlawful gain or benefit of others.

#### **3. Fairness**

The City expects its officers, officials and employees to deal with each other with evenhandedness and impartiality.

#### **4. Highest Standards**

The City expects its officers, officials and employees to act in such a way as to exemplify the highest standards of conduct, thereby demonstrating that they, on behalf of the City are acting fairly, honestly, openly and evenhandedly. The City expects its officers, officials and employees to conduct themselves with propriety at all times.

#### **5. Spirit of the Law**

City officers, officials and employees are expected to honor the spirit of the law as well as its letter. Accordingly, it is important for all to understand the reasons for a law or regulation and to consider the totality of its impact on the community as well as the ways it affects personal behavior.

#### **6. Direction and Suggestion**

The City expects its officers, officials and employees to understand that no improper action is made proper because an employer or community official might have directed or suggested the action.

#### **7. Gray Areas**

There are times when City officers, officials and employees confront situations where the legal mandates are not clear. It is important to exercise thoughtful caution, to be aware

of the legislative rules, and to base decisions upon those rules, rather than upon emotion and personal inclination.

## **PROHIBITED ACTS**

The following actions and omissions constitute violations of the ethical standards for City officials, officers, and employees as set forth in the Standards of Conduct for Public Officers and Employees Act, P.A. 196 of 1973, as amended, the Incompatible Public Offices Act, P.A. 566 of 1978, as amended, and the Contracts of Public Servants with Public Entities Act, P.A. 317 of 1968, as amended. These include, but are not necessarily limited to, these specific references, but rather are intended as examples only.

### **1. Gratuities**

City officers, officials, and employees shall not solicit, accept or receive, directly or indirectly, any gift, whether in the form of money, service, loan, travel, entertainment, or hospitality, which is not a recognized part of their compensation, which is intended to influence the manner in which the City officer, official or employee performs his or her duties.

### **2. Preferential Treatment**

City officers, officials, and employees shall not use or attempt to use their official position to secure, request or grant, any privileges, exemptions, advantages, contracts, or preferential treatment.

### **3. Use of Information**

A) City officers, officials, and employees who acquire information in the pursuit of their official duties, which information by law is not available to the general public and/or is otherwise exempt from disclosure under the Michigan Freedom of Information Act, P.A. 442 of 1976, as amended, shall not use such information to further the private interests of themselves or anyone else.

B) City officers, officials, and employees shall not use their position to obtain information or records to further the private interests of themselves or anyone else which information or records would not otherwise be available to the general public pursuant to Michigan's Freedom of Information Act.

### **4. Conflict of Interest**

No member of the council or of any board or commission of the City shall vote on any issue or matter in which he/she or a member of his/her family shall have a proprietary or financial interest or as the result of which he/she may receive or gain a financial benefit. Any perceived conflict of interest by any member must be disclosed at any council, board or commission meeting. The council, board, or commission must then determine if there is a conflict of interest by a vote without the participation of the member concerning whom the question was raised. If it is determined that a conflict of interest exists, the said member must refrain from participating in the deliberations and voting on the matter. Conflict of interest matters shall be governed by the Standards of Conduct for Public Officers and Employees Act, P.A. 196 of 1973, as amended, and the Contracts of Public Servants with Public Entities Act, P.A. 317 of 1968, as amended.

### **5. Use of City Property**

City officers, officials or employees shall not directly or indirectly, make use of or permit others to make use of City property, equipment, vehicles, or supplies of any kind for

purely personal gain.

## **6. Other Prohibited Conduct**

City officers, officials or employees shall not engage in any of the practices described below in list form. The following acts, actions, failures of actions, and attempted acts and actions constitute a violation of the ethical standards of conduct for City officials, officers and employees. These include but are not necessarily limited to these specific references but, rather, are offered as providing examples of actions and failures of action that are prohibited by this policy, if not the Charter and labor agreements. They include:

1. Interfering on behalf of an employee or a member of one's immediate family when such interference impinges upon the integrity of the City.
2. Divulging confidential information.
3. Misusing City personnel resources, property, funds or assets for personal gain or gain of others.
4. Representing his or her individual opinion as that of the City.
5. Violating policies adopted by the City Council.
6. Engaging in a business transaction that causes the candidate, officer, official or employee to derive a personal gain as a result of using information not legally available to the general public or as a consequence of exploiting in an unethical way, his or her public office.
7. Engaging in employment or rendering services that are incompatible or in conflict with the discharge of his or her official duties as set forth in state statutes and the City of Saugatuck City Charter.
8. Offering an officer, official or employee of the City a gift, loan, contribution, reward or promise based on agreement, promise or expectation that the vote, decision making, or action of the candidate, officer, official or employee of the City would be influenced thereby.
9. Engaging in an act, actions or other conduct contrary to honesty, justice or good morals; or an act or actions of moral turpitude.
10. Acting without official authority when authority has not been specifically given.

## **EXCLUSIONS**

This policy is not intended to cover the following:

1. This policy shall not prohibit a City officer, official, or employee from accepting minor gifts such as meals, awards, pens, pencils, and other token items valued at \$25 or less when the gift is extended during the course of City business and no return promise is made by the recipient.
2. This policy shall not prevent any officers, officials or employees from accepting their regular compensation.
3. This policy does not prohibit the expression of views and opinions or communications of plans for future action, nor does it prohibit contributions to political parties or candidates as permitted by law.
4. This policy shall not prohibit the City manager, City attorney and all law enforcement officials from exercising their dutiful use of power, control and discretion.
5. This policy shall not prohibit the Mayor and City council from making policy decisions, enacting legislation, and directing the affairs of the City in accordance with their legal powers and responsibilities as provided in the City Charter or State statutes.



6. This policy shall not be enforced to cause any person to be favored or discriminated against because of race, gender, age, handicap, religion, gender/sexual orientation, country of origin or political affiliation.

## **B) COMPLAINT RESOLUTION PROCEDURE**

**1) Filing of Complaint.** Complaints regarding violations of the Ethical Standards of Conduct Policy shall be submitted in writing to the City Manager. The City Manager shall forward the complaint to the Administration Committee of the City Council.

**2) Citizen Involvement.** If the complaint is regarding a member of the City Council, the City Council will select two (2) citizens from the City to be included with the Committee investigation.

**3) Investigation.** The Committee may subpoena witnesses, administer oaths, and compel the production of books, papers, and other evidence to conduct a formal investigation into the conduct of any department, office, or offices of the City and make investigations as to malfeasance, misfeasance, nonfeasance, or irregularities in municipal affairs.

**4) Notification.** The person subject to investigation shall be notified in writing of the allegation and shall have the right to appear and be heard, upon written request, at a meeting of the Administration Committee and the City Council. Formal evidentiary rules and procedural rules need not be followed by the Committee or Council in such proceedings.

**5) Determination by Administration Committee.** The Committee shall determine that: (a) there is no basis for the allegation and that no course of action is required; or (b) that the matter be referred to the City Council for appropriate action. The Committee shall respond to the complainant in writing within thirty (30) days of receipt of the complaint. If the person about whom the question was raised is a member of the Administration Committee, that person shall be replaced with the Mayor or a member of the Council.

**6) City Council Action.** The City Council shall have the power to subpoena witnesses, administer oaths, and require the production of evidence and may make direct inquiries of City employees. The City Council may determine that: (a) there is no basis for the allegation and that no course of action is required; or (b) a violation of the Ethical Standards of Conduct did occur and that disciplinary action be taken against an officer or employee such as dismissal, censure, or forfeiture of office. The City Council shall respond to the complainant within 60 days of the referral by the Administration Committee.

**7) Public Hearing.** An officer charged with conduct constituting grounds for forfeiture of office shall be entitled to a public hearing on demand. Notice of such hearing shall be published in one (1) or more newspapers of general circulation in the City at least one (1) week in advance of the hearing.

**8) Refusal to Cooperate.** Persons subject to investigation who refuse to cooperate may be subject to the full disciplinary action by the City Council as prescribed in (6)..





### **Treasurer Report**

Below is a summary of the administrative work done within the Treasurer's Office since the last Council meeting on 3/14/2022:

- Paid routine bills
- Completed and disseminated bi-weekly payroll



## **Planning & Zoning Report**

Below is a summary of the administrative work done within the Planning & Zoning Office since the last Council meeting on 3/14/2022:

### **1. Planning Commission:**

- March 17, 2022 - Planning Commission meeting.
- Training for the Master Plan process.
- 449 Water Street – Wicks Bar and Grille remodel/addition – tabled
- March 21, 2022 – Planning Commission meeting
- 449 Water Street – Wicks Bar and Grille remodel/expansion – approved with conditions.

### **2. Historic District Commission:**

- No meeting

### **3. Zoning Board of Appeals:**

- No meeting (processed three applications for the April meeting)

### **4. Other:**

- Met with Fred Low on new small cell tower at 44 Water Street or alternate location at 147 Water Street - ongoing.
- Business license notifications.
- DPW violation notices.



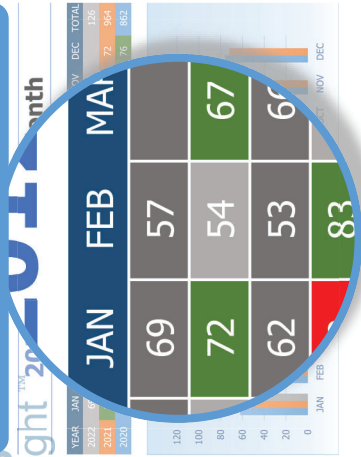
### **Department of Public Works Report**

Below is a summary of notable activities carried out by the Department of Public Works since the last council meeting on 03/14/2022:

- After winter cleanup (parks, grounds, road ROW's)
- Installed new decking on City docks near Wick's Park
- Completed the first brush and leaf collection of the year
- Reinstalled the Oval Beach sign after completing a joint restoration with the Saugatuck High School shop class
- New hire onboarding/training
- Attended Campbell Road progress meeting
- Filled in washouts along Blue Star Highway between Maple and Lake Street
- Installed a new radiator in the Street Sweeper
- Backfilled holes left by stump grinding
- Replaced the letter "U" in the Saugatuck Palette Sign

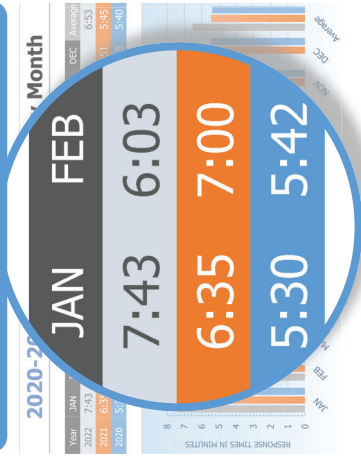
# Incidents for February 2022

## Incidents by Month



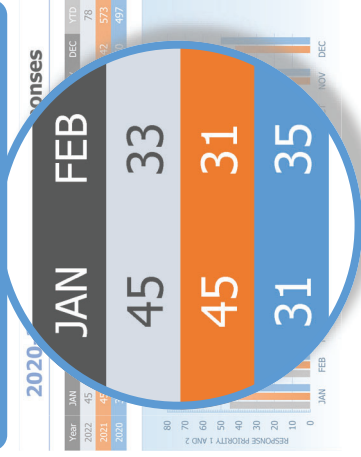
February recorded 57 calls total compared to 54 in 2021. A difference of 6%. Total year to date is 126, same as in 2021.

## Response times



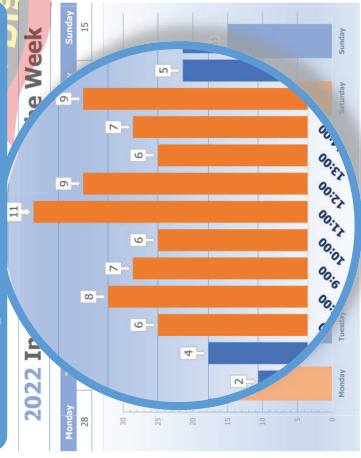
Our response time for February was 6:03. This was an improvement from January. Average for the year is 6:53. However, the weather and road conditions were still major factors.

## Emergent Calls



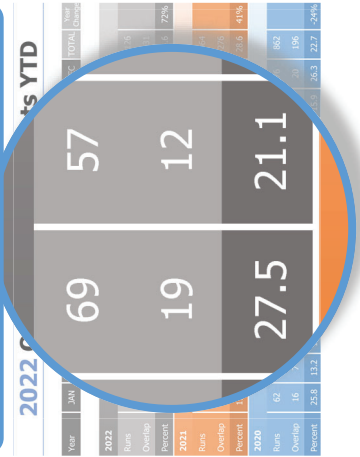
February showed 33 emergent calls (lights and siren) slightly exceeding 2021. Total for the year is 78 compared to 76 in 2021.

## Time of Day Day of the Week



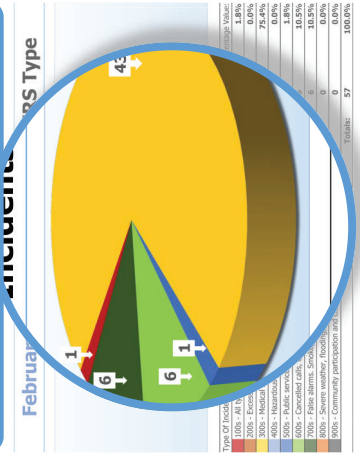
Monday and Saturday are the busy days compared to the rest of the week with 28 and 21 respectively. The hours from 7AM -3PM count for the busy time of the day, with another uptick at 7-8PM.

## Overlapping Calls



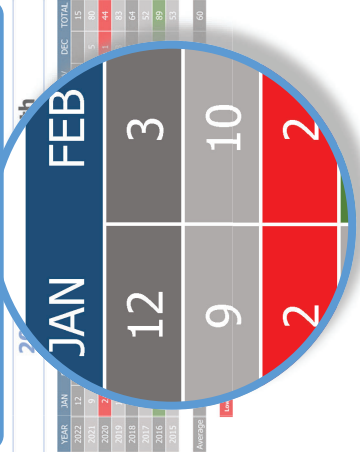
12 overlapping calls are higher compared to February 2021 with 4. 21% of our calls in February were overlapping.

## Type of Calls



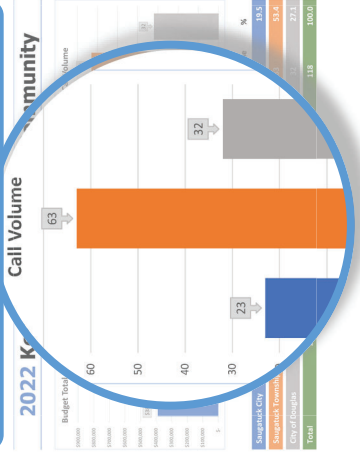
February recorded 43 calls in EMS which counts for 75% of our volume for February. The most common EMS call type is still falls, 12 such incidents this month, or 28% of the reported 43 calls.

## MVI



3 MVIs (motor vehicle incidents, i.e., crashes, fires etc.) 10 last February. One serious incident, a wrong way driver hit a semi on I-196. February added one MVI at Blue Star Highway intersections.

## Location



Location of calls shows Township accounts for 63 calls or 53%, compared to Douglas at 32 or 27% and Saugatuck City at 23 or 20%.

**City of Saugatuck  
Status Report of Engineering Activities  
March 24, 2022**

General Consultation

- Water Street Sidewalk: Sidewalk design is complete. We worked through details with the fire department related to the fire dock connection. **Once discussions have been had with affected property owners, we are ready to get quotes and move toward construction any time.**
- High School Improvements: The water main permit application has been submitted.
- Water Street Water Services: We reviewed options for the water services at 403-449 Water Street (4 properties on a shared service that appears to run under several of the buildings) and prepared a summary memo recommending that these be included in the City's overall water system asset management planning. **A draft proposal has been prepared for discussion.**
- The Butler Improvements: Domestic and fire suppression water service taps are complete. Work on the structure is ongoing. A change in the fire suppression system required an additional line run out of the building. Road restoration will be completed for Butler Street once asphalt plants open for the season.

Campbell Road Improvements

- Three of the four water main tie-ins are complete. The fourth will be made after all of the services have been switched over to the new main.
- Water service replacement work is underway. We are coordinating with the last few property owners to determine which need to be replaced all the way to the homes.
- Roadway improvements are still scheduled for April/May, 2022.
- The construction engineering budget was set up for 12 weeks, anticipating a winter shutdown January through March. The water main installation took much longer than anticipated, and it doesn't appear that there will be a shutdown. We stretched our original 12-week budget by reducing hours and sharing duties with the Butler Street and other projects, but the total construction period could be as long as 30 weeks (less a few weeks for weather and holiday time) if the contractor works straight through to the May 26 substantial completion date, which appears to be the case. **We will be in attendance at the April 6 workshop to discuss a proposed engineering budget amendment.**

Butler Street Sanitary Sewer Improvements

- In April/May 2022, millings will be removed and asphalt pavement will be replaced, along with pavement markings. Paving work is tentatively scheduled for April 12.
- **Prepared a cost estimate for resurfacing the remainder of the block through the Main Street intersection (~\$30,000) pending City direction.**

Bridge Street Water Main Extension

- Prepared cost estimates for options discussed at our meeting with property owners and City staff on February 15.
- Title work was completed and no existing easements were identified that would offer other options. **City staff is working on communicating with one property owner regarding the potential for an easement or outright acquisition that would open up significantly less expensive options for both water and sewer service along Bridge Street.**

- Timing for final design, permitting (if required), bidding and construction will be determined once the scope has been finalized.
- City staff is working on a special assessment process for the project and future similar extensions.

#### Maple Street Improvements

- We will be preparing a study to evaluate options identified in our design proposal (and others) for addressing drainage concerns at Mason Street (“Part 1”) for council consideration.



## 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 10<sup>th</sup> 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.

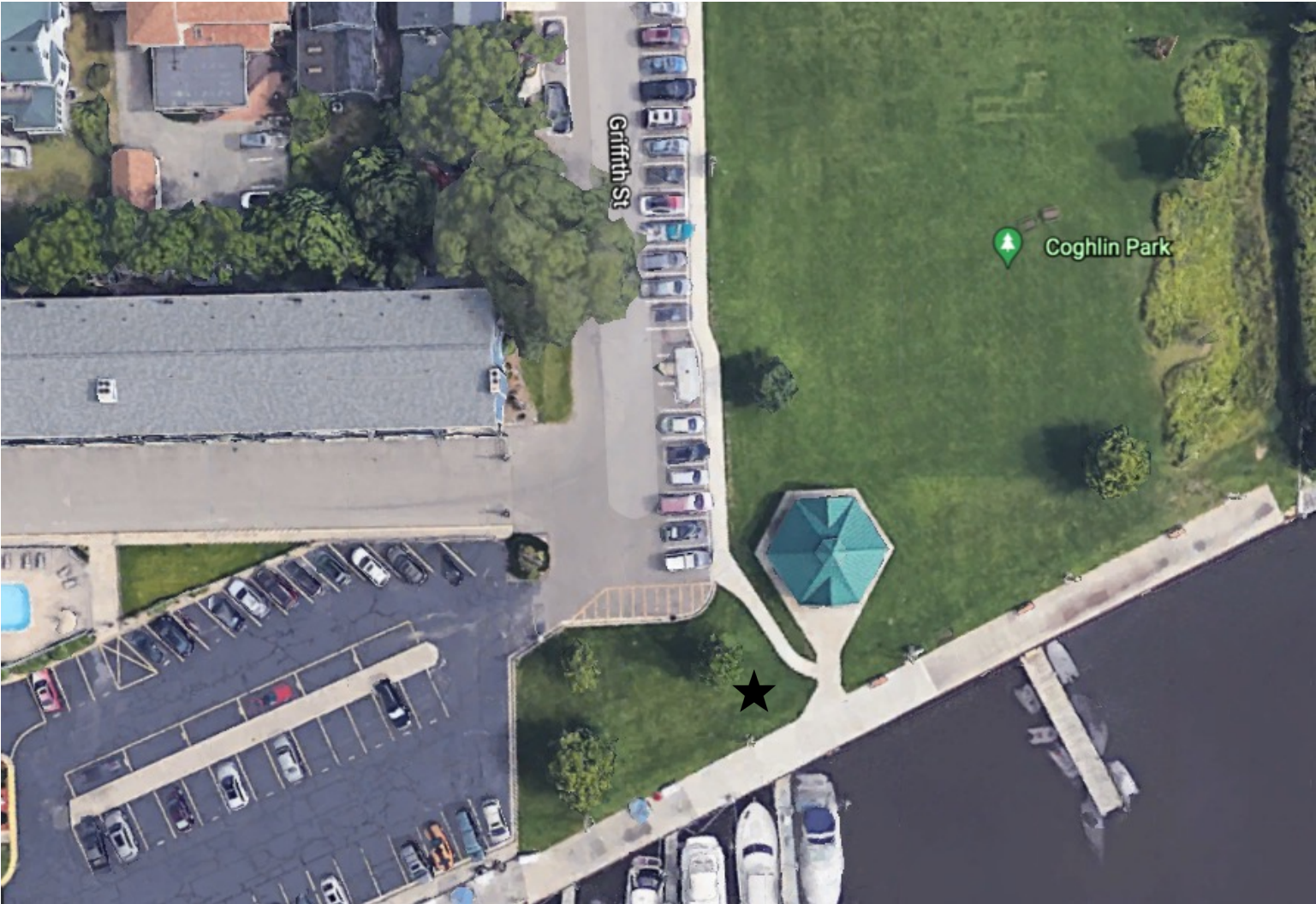
\*design and placement input provided by City Manager and DPS/DPW

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.

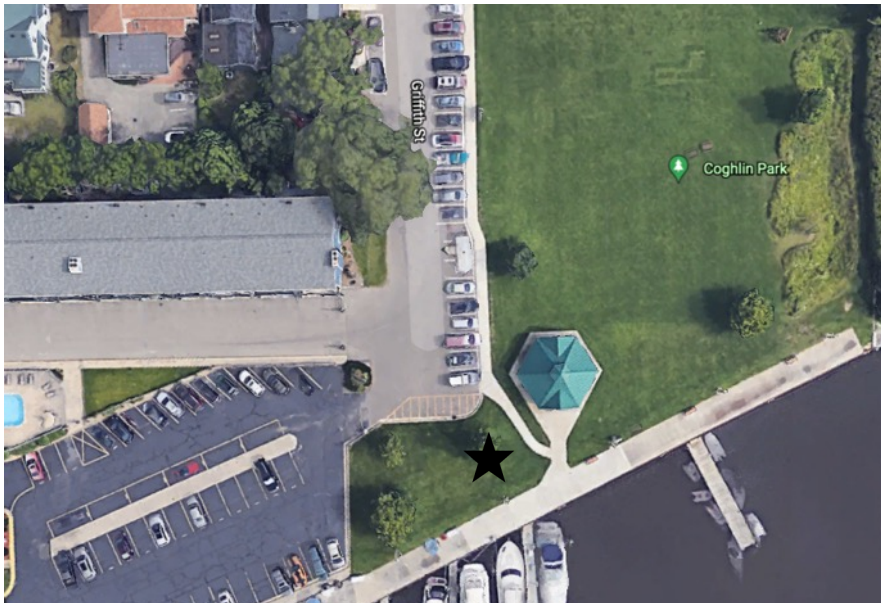
Each sheet in this packet illustrates the marker location on a satellite photograph. Photographs using a full-scale model of the marker also show the scale and form of the marker at each location.

# Coghlin Park marker site





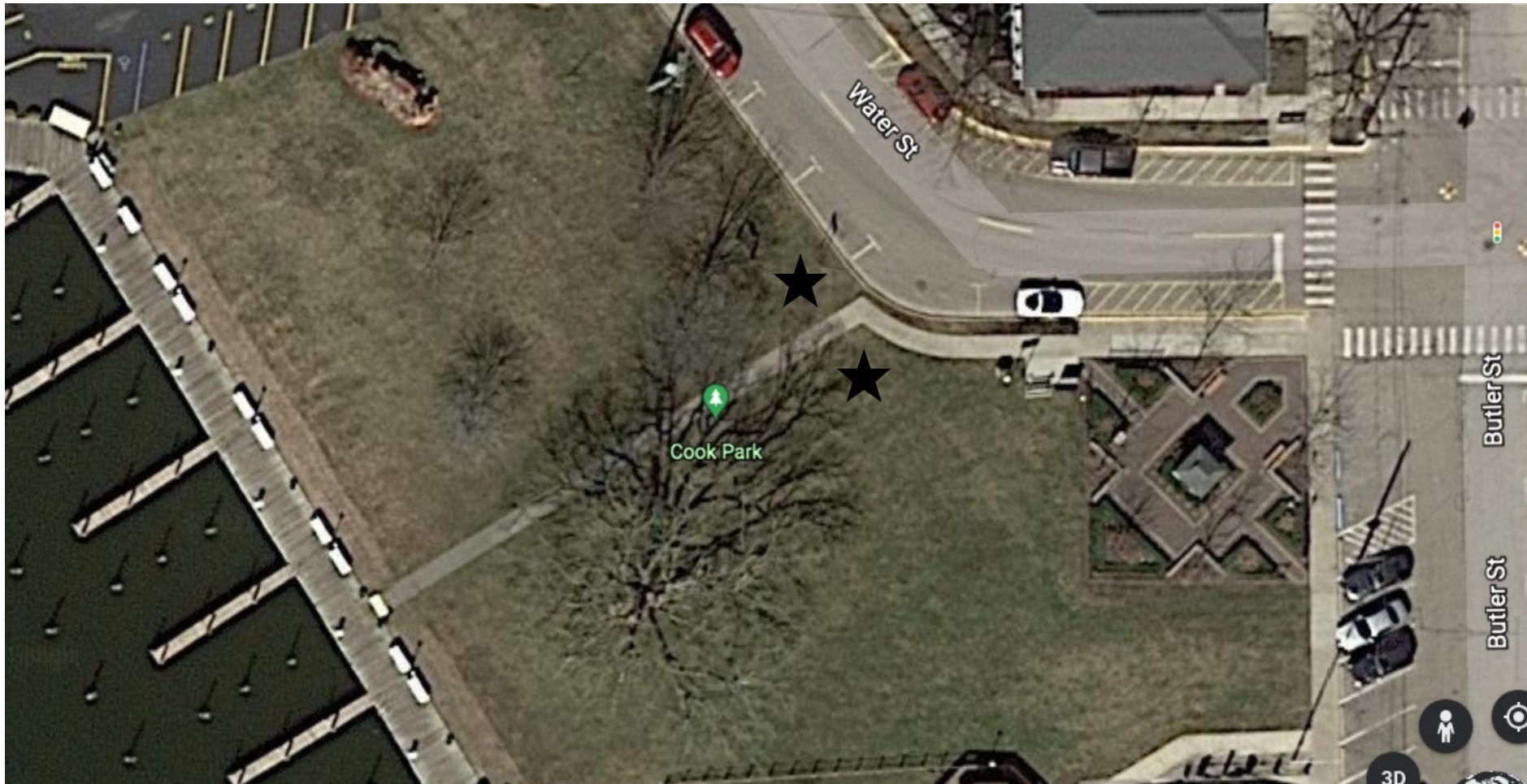
# Coghlin Park marker site



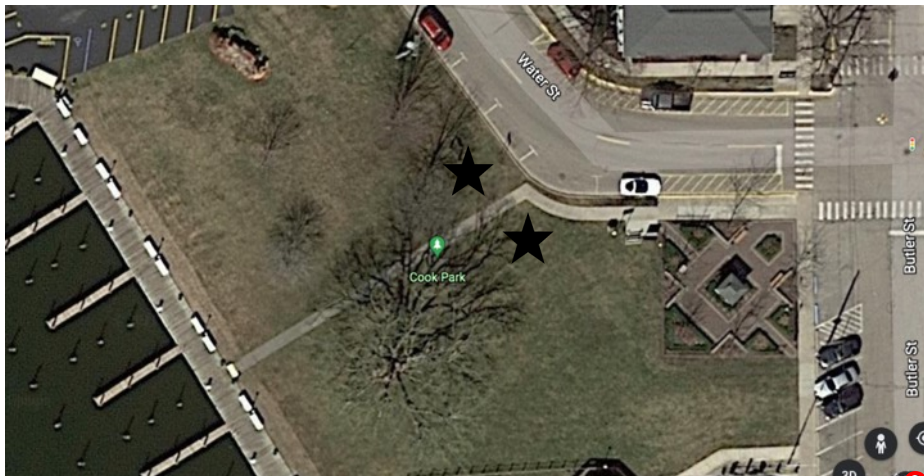
This marker is placed near the sidewalk along the boardwalk to engage visitors with the history of Saugatuck's Fruit Exchange building and fruit growing in the region.



# \*New\* Cook Park marker site



# \*New\* Cook Park marker site



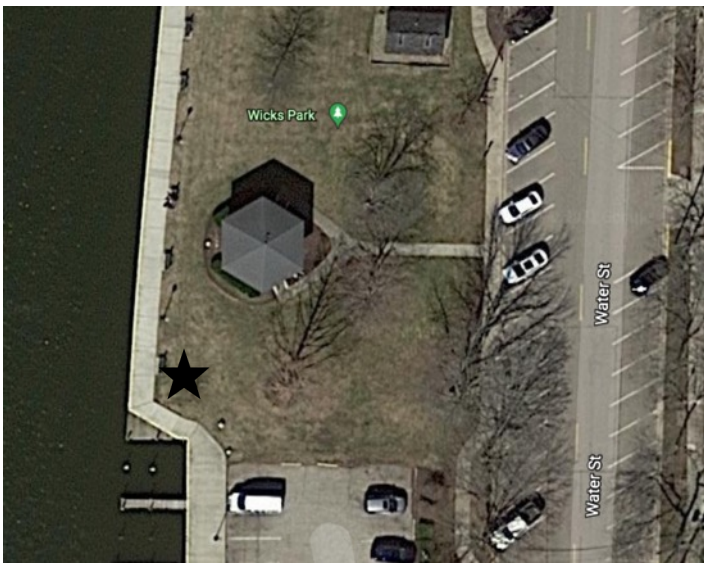
Best options for placement of the Big Pavilion marker: on either side of Cook Park sidewalk near Water Street. This allows visitors a good view of the historic Pavilion site while viewing interpretive panels. It is also visible from Water Street and Jones Park, pedestrian friendly areas in view of the 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 19<sup>th</sup> into the early 20<sup>th</sup> century.

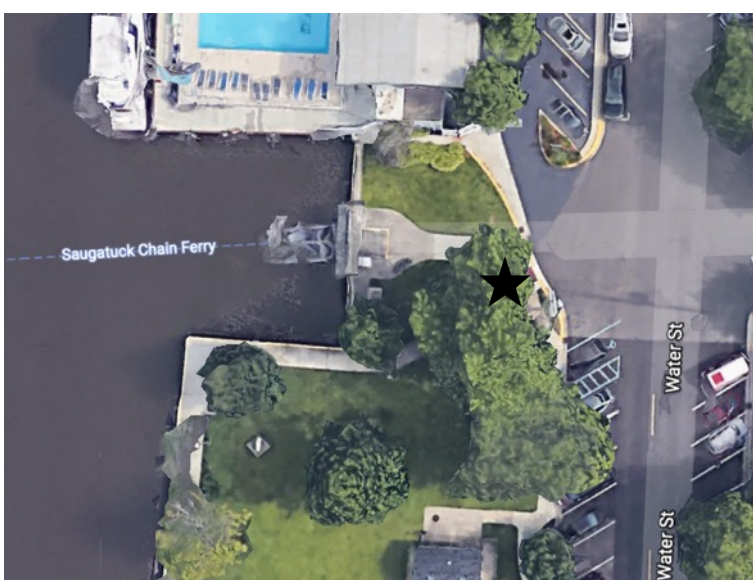


# \*New\* Saugatuck Chain Ferry marker site





# \*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 19<sup>th</sup> through the 20<sup>th</sup> 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

**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 20<sup>th</sup> 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. 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. The displays at the foot of Mt. Baldhead will no longer be pursued as well.

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 no concerns about maintenance.

**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, 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](http://www.saugatuckcity.com)

### SPECIAL EVENT & PARADE APPLICATION

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

#### SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: 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



## **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](http://www.jeremybarnett.com)

Jason Maracani - [www.jasonmaracani.com](http://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:



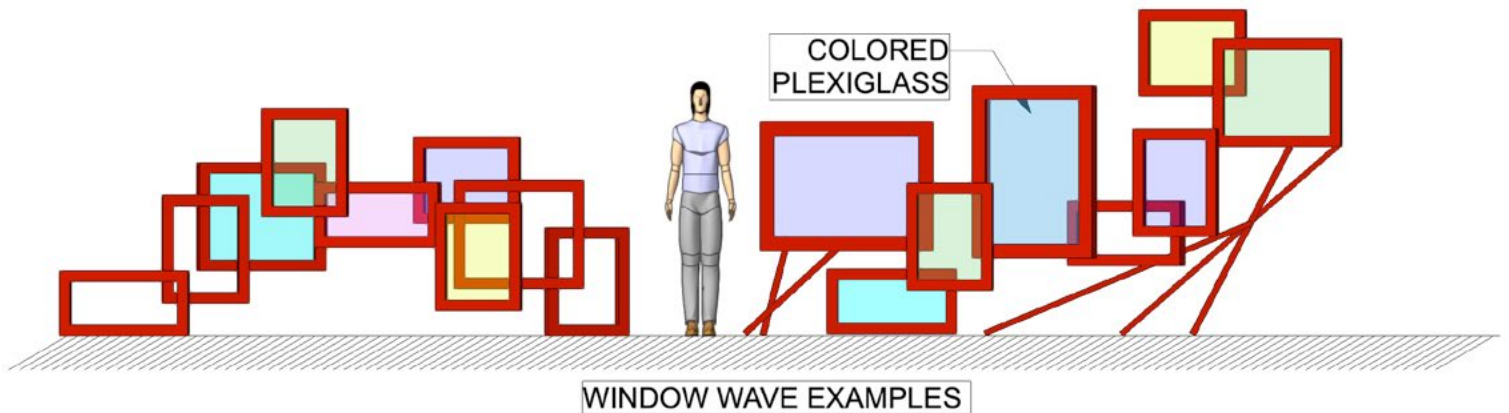
# → specs + safety

## 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

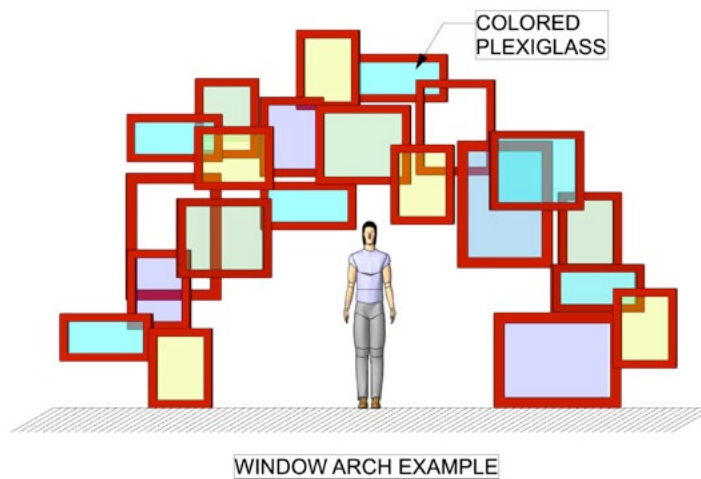
Installation will be visible from the road and water. It can be accessed more closely with a walk through the garden outside the Pump House. Landmark icons will be accessible from both high and low vantage points.

## 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, Council and engineer discussed a proposal for Maple Street improvements. Based on the discussion, staff is recommending that:

- 1) The private property drainage issue near a creek at Maple and Mason Street- **receive further evaluation by engineer for alternative solutions, and work with other entities that are part of the watershed.**
- 2) Deteriorating road base at North and Mason due to high water levels- **receive temporary repairs that does not require Council approval.**
- 3) A top coating of the roadway to provide temporary repairs of the entire roadway- **delay and continue conversations with the township.**

**BUDGET ACTION REQUIRED:**

N/A

**COMMITTEE/COMMISSION REVIEW:**

N/A

**LEGAL REVIEW:**

N/A

**SAMPLE MOTION:**

No action necessary



February 21, 2022

Via Email: [ryan@saugatuckcity.com](mailto: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
<b>Total Proposed Budget</b>	<b>\$34,800</b>

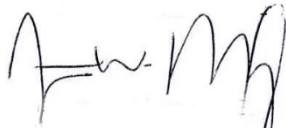
We anticipate the following schedule for the project:

- 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](http://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.*





## City Council Agenda Item Report

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

**DESCRIPTION:**

Related to a water service issue at 403-449 Water Street: KLSWA recently repaired a leaking service connection on Main Street near Water Street along 403 Water Street. It was a strange connection (two 1” services connected to feed a 2” pipe) that looks like it had been repaired at least once in the past. When they shut it down, that entire block lost water, 403, 421, 424 (we assume) and 449. Historic records show a shared service line, and it potentially runs under several of the buildings, which is a bad situation. Currently staff supports the engineer’s recommendation:

- 1) Requesting KLSWA make a better repair to replace the emergency repair and patch the asphalt.
- 2) Add this to a list of water services that need to be investigated through the Asset Management Plan process and then corrected.
- 3) Seek outside funding from EGLE in the next year or two to address these and other problematic water services in the City (the grant programs aren’t set up to address just 4 and have a fairly long lead time to get set up).

The advantages of this option are that it doesn’t have any significant cost today and can be implemented quickly. Paving can be restored as soon as hot mix is available. The disadvantage is that it leaves this liability in place, at least for a year or two. How big of a liability it is depends on whether the service pipe actually runs under the buildings like the records indicate – it could curve and run along the right of way line, but that doesn’t appear to be the case.

**BUDGET ACTION REQUIRED:**

N/A

**COMMITTEE/COMMISSION REVIEW:**

N/A

**LEGAL REVIEW:**

N/A

**SAMPLE MOTION:**

No action necessary

# 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](mailto: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:

<b>Task</b>	<b>F&amp;V Budget</b>	<b>Other Budget</b>	<b>Total Budget</b>
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
<b>Total Proposed Budget</b>	<b>\$32,800</b>	<b>\$67,800</b>	<b>\$108,000</b>

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: \_\_\_\_\_



# 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

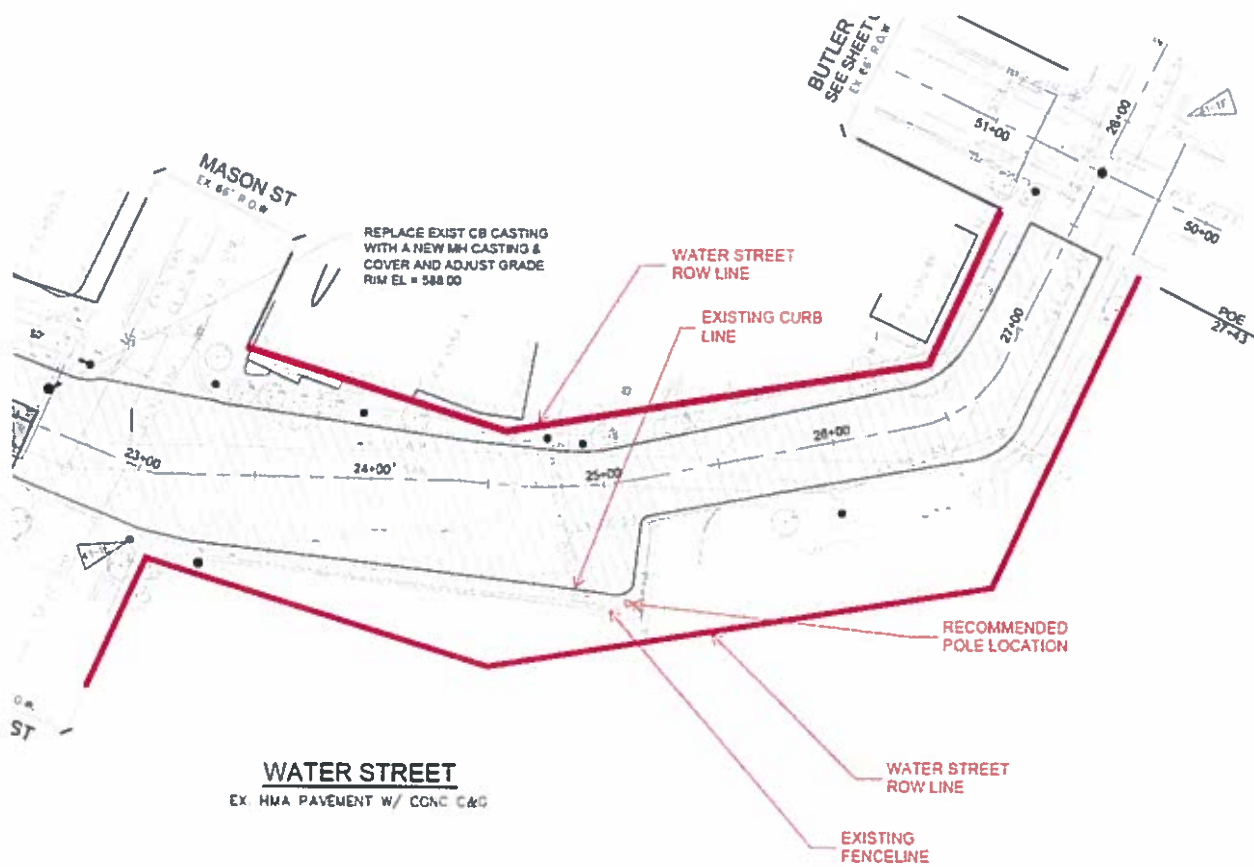
**LEGAL REVIEW:**

N/A

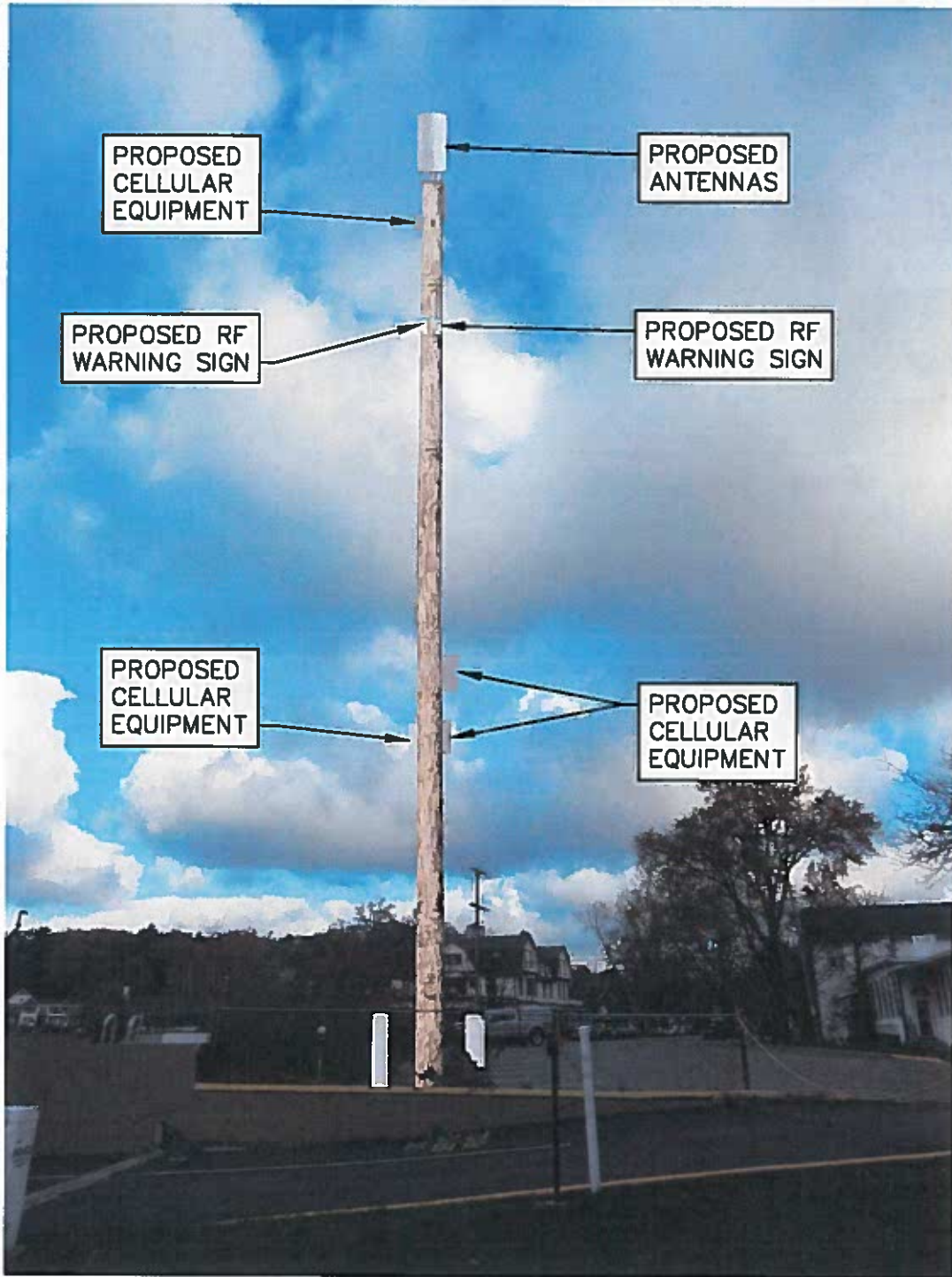
**SAMPLE MOTION:**

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



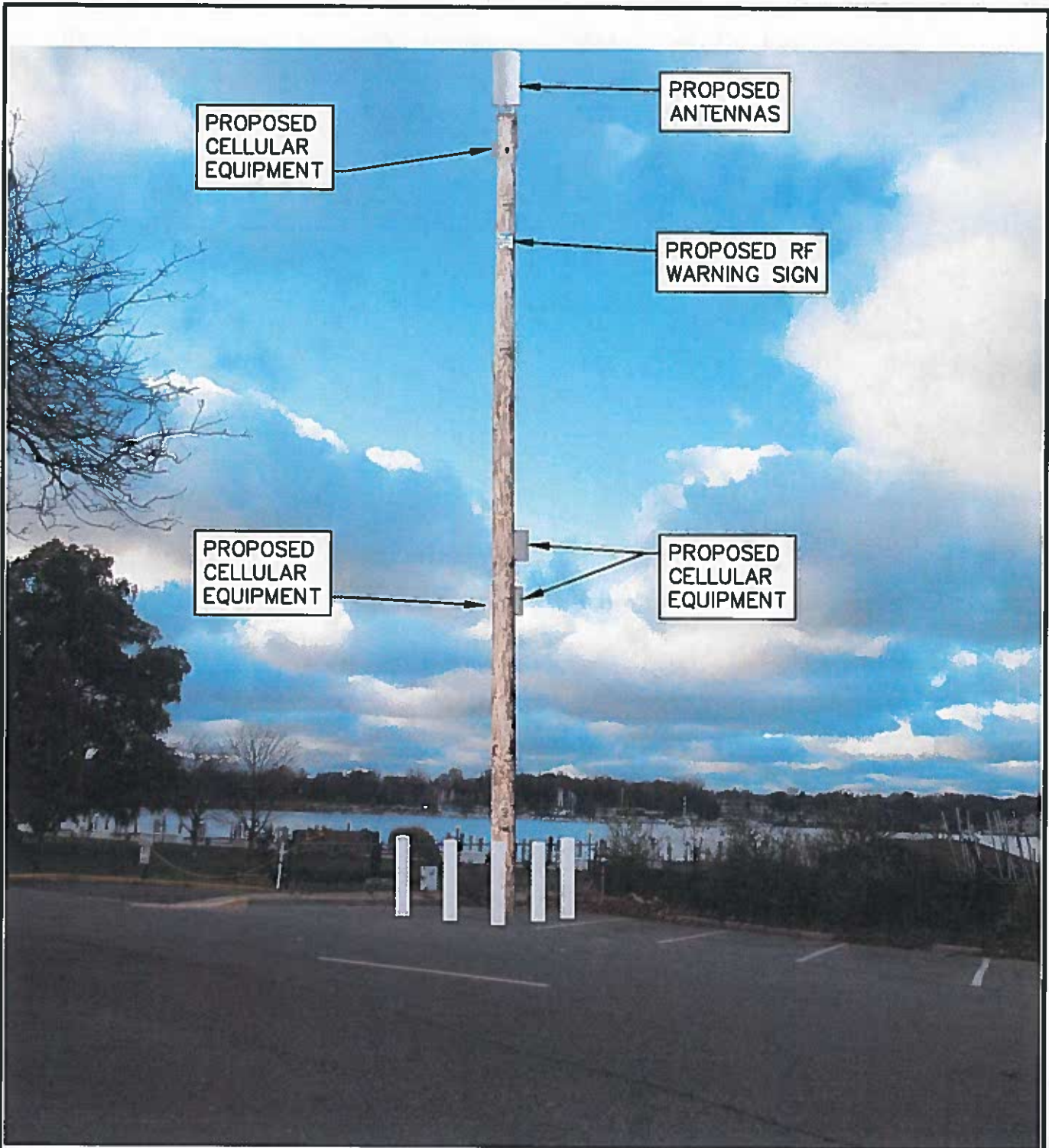
JOB NO.: **13187-16822A**

**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**

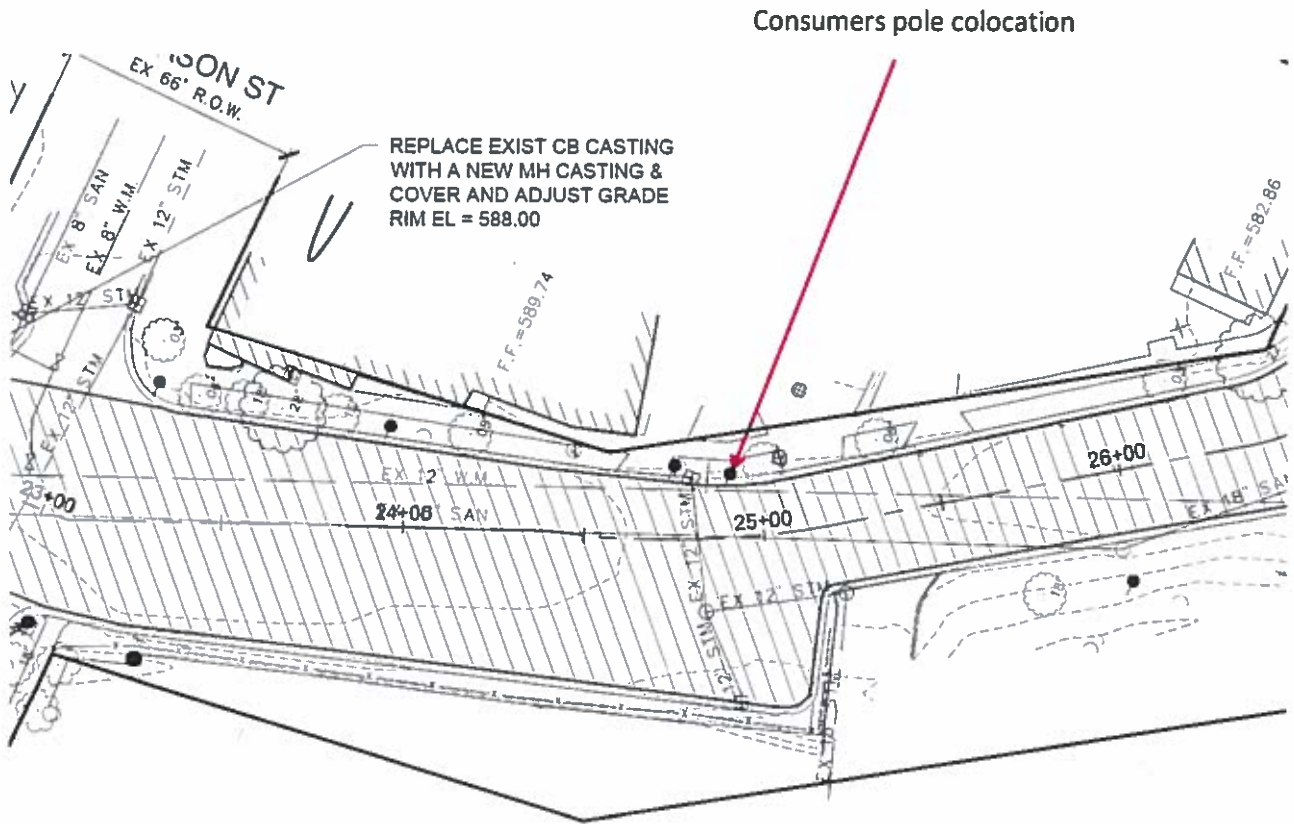
**NODE #16822**

**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'**

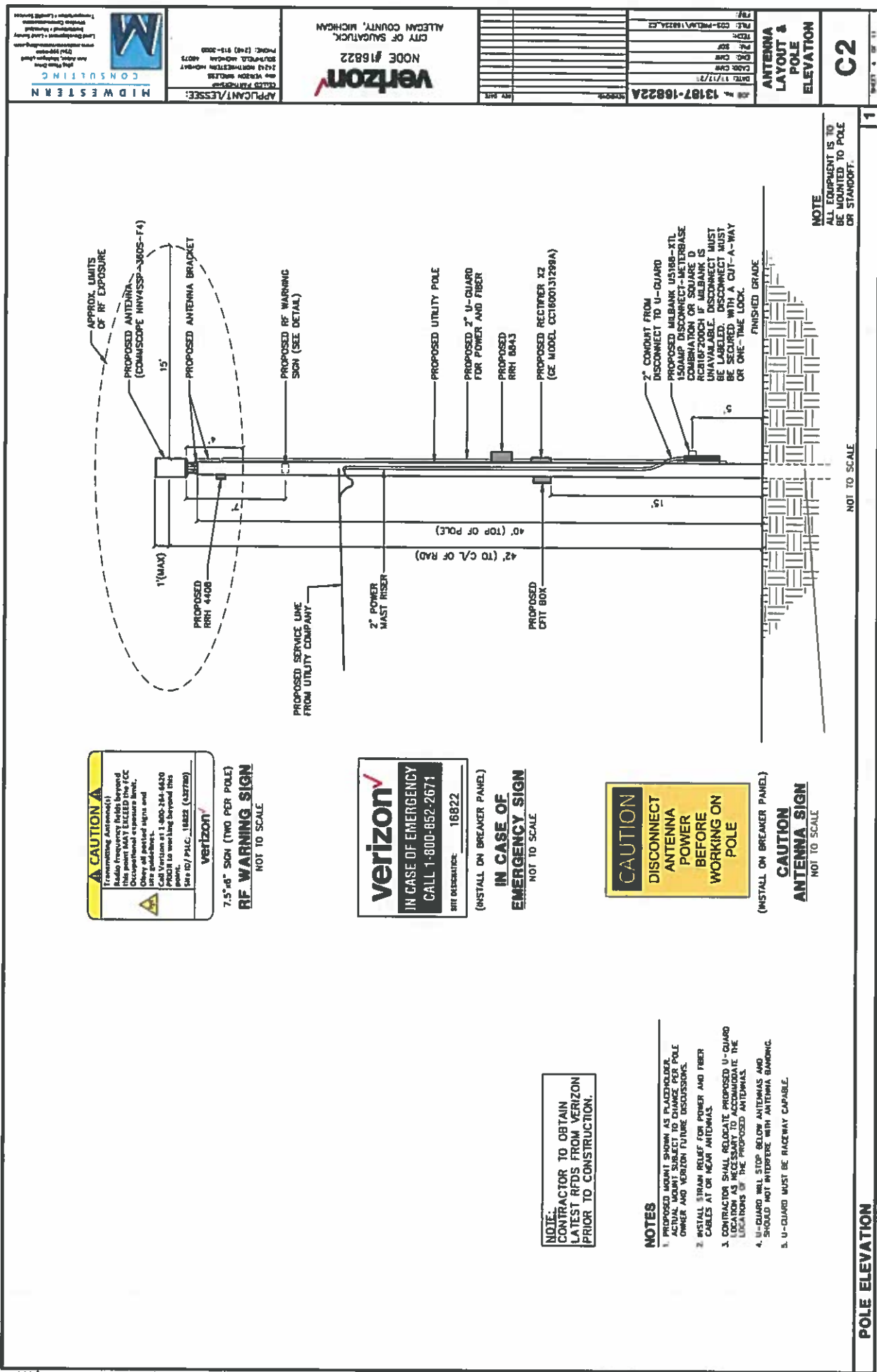
**Remove Tree**

**Remove Tree**

**Consumers  
VzW 16822 Colo**



Common to both Locations



**CAUTION**  
 Transmitting Antenna(s)  
 This equipment may be energized at any time. Do not touch or climb on this equipment. Occupational exposure limits may be exceeded if you are near the antenna when it is operating. Call Verizon at 1-800-354-6430 for more information. Do not touch or climb on this equipment. Do not touch or climb on this equipment. Do not touch or climb on this equipment.  
 Site ID: PSLC\_18822 (4/27/20)

7.5'-8" 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  
 SOUTHFIELD, MICHIGAN 48073  
 PHONE: (248) 918-2000

**verizon**  
 NODE #18822  
 CITY OF SAUGATUCK  
 ALLEGAN COUNTY, MICHIGAN


DATE: 1/17/20  
 DRAWN: CDR  
 CHECKED: CDR  
 FILE: CDR  
 PROJECT: 13187-18822A

**ANTENNA LAYOUT & POLE ELEVATION**  
**C2**





### RADIO 4408



#### Technical specification for Radio 4408

**FREQUENCY BANDS**

Bands: B20A, B40U, B41, B42, B43, B44, B17C

Carrier capacity: Up to 6 LTE carriers, Up to 100MHz NR carrier bandwidth

SDW: Up to 150MHz

ISM: Y44, 474R

Output power: 4+5W

**INTERFACE SPECIFICATIONS**

Antenna ports: 4 + MEX110 (1)

CPRI: 2 x 2.5G/1.2 Gbps (interchangeable BFP modules)

Optical indicators: 6

External alarm: 2

Fault Ground: 1

**MECHANICAL SPECIFICATIONS**

Weight: < 3 kg

Volume: 4 liters (including mounting brackets and electric base cover)

Mounting: 1/2" NPT 1/3.5x20x10 (short) with protruding feet, wall and pole mount

**ELECTRICAL SPECIFICATIONS**

Power Supply: -48 VDC or 100 - 250 VAC


**ENVIRONMENTAL SPECIFICATIONS**

Normal operating temp: -40 °C to +55 °C (load rated at +40 °C)

Relative Humidity: 5 - 100%

Environment: Outdoor class with IP65

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



#### Portrait Mount Only

Preliminary

Size and Weight			
	Height	Width	Depth
Radio 8843 860A, B2	15 in (380 mm)	13.2 in (335 mm)	8.3 in (210 mm)
two protruding items	18 in (455 mm)	13.2 in (335 mm)	9.4 in (240 mm)
			70 lbs (31.7 Kg)

**Capacity and Specifications**

- ▶ 4TX/4RX for 2 bands
- ▶ 8 Antenna ports - separate RF ports
- ▶ Up to 320W RF power shared between 2 bands
  - 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 vitro)
- ▶ 2 external alarm
- ▶ IP 65, -40 to +55 °C
- ▶ AISG TMA & RET support



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



**TECHNICAL SPECIFICATIONS**

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

**SMALL CELL RECTIFIER (GE CC1600131299A)**



**Electrical Specifications**

**Input Voltage & Output Power**  
 Operates according to figure, varying on response to ac input voltage  
 120WV ± 137V<sub>rms</sub> Output power 160WV ± 200V<sub>rms</sub>  
 Output power follows linear path between defined points

**AC Input current**  
 11A @ 120V<sub>rms</sub>  
 9A @ 208V<sub>rms</sub>

**Power Factor**  
 0.98 @ loads over 50%  
 > 0.95 @ loads over 20%  
 0.8 @ 100W ± 2

**Harmonics**  
 CE Marked

**Efficiency**  
 94% ± 5%

**Regulation**  
 2% max @ 100% load

**Dynamic Response**  
 100 ms

**Start up**  
 Start up is inductive

**Standby**  
 Standby current is less than 100 mA

**Protection**  
 Overcurrent, Overvoltage, Overtemperature, Short-circuit

**Environmental, Compliance & Physical**

**Operating Ambient Temperature Range**  
 -40°C to +65°C (Industrial) or -20°C to +65°C (Commercial)

**Operating Humidity**  
 5% to 95% (non-condensing)

**Electromagnetic Compatibility**  
 CE Marked

**Agency Certifications**  
 UL, CE, FCC, IEC, VDE, etc.

**Mounting**  
 Mounting brackets available

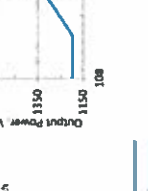
**HYBRID-TO-THE-ANTENNA (HTTA) BOX**



**TECHNICAL SPECIFICATIONS**

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

**SMALL CELL RECTIFIER (GE CC1600131299A)**



**Electrical Specifications**

**Input Voltage & Output Power**  
 Operates according to figure, varying on response to ac input voltage  
 120WV ± 137V<sub>rms</sub> Output power 160WV ± 200V<sub>rms</sub>  
 Output power follows linear path between defined points

**AC Input current**  
 11A @ 120V<sub>rms</sub>  
 9A @ 208V<sub>rms</sub>

**Power Factor**  
 0.98 @ loads over 50%  
 > 0.95 @ loads over 20%  
 0.8 @ 100W ± 2

**Harmonics**  
 CE Marked

**Efficiency**  
 94% ± 5%

**Regulation**  
 2% max @ 100% load

**Dynamic Response**  
 100 ms

**Start up**  
 Start up is inductive

**Standby**  
 Standby current is less than 100 mA

**Protection**  
 Overcurrent, Overvoltage, Overtemperature, Short-circuit

**Environmental, Compliance & Physical**

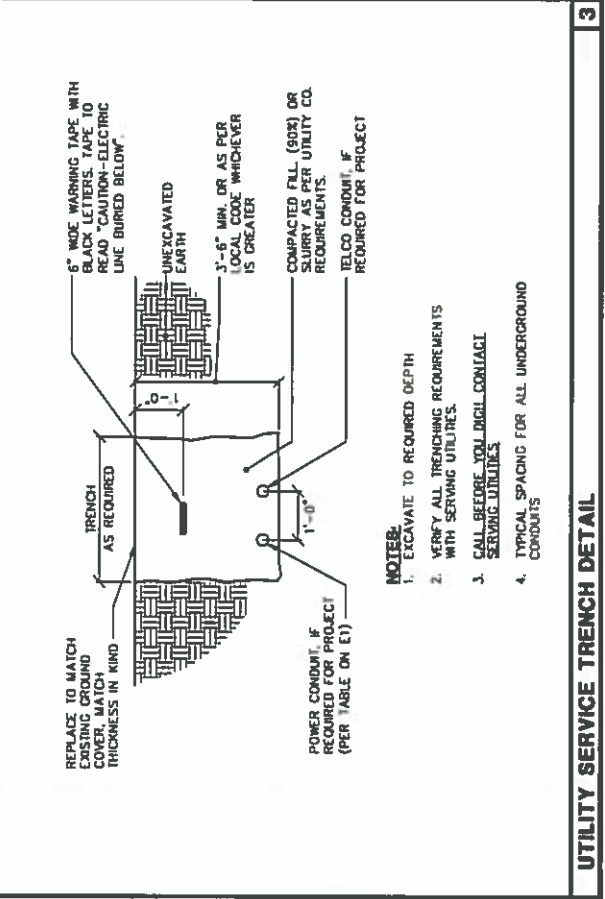
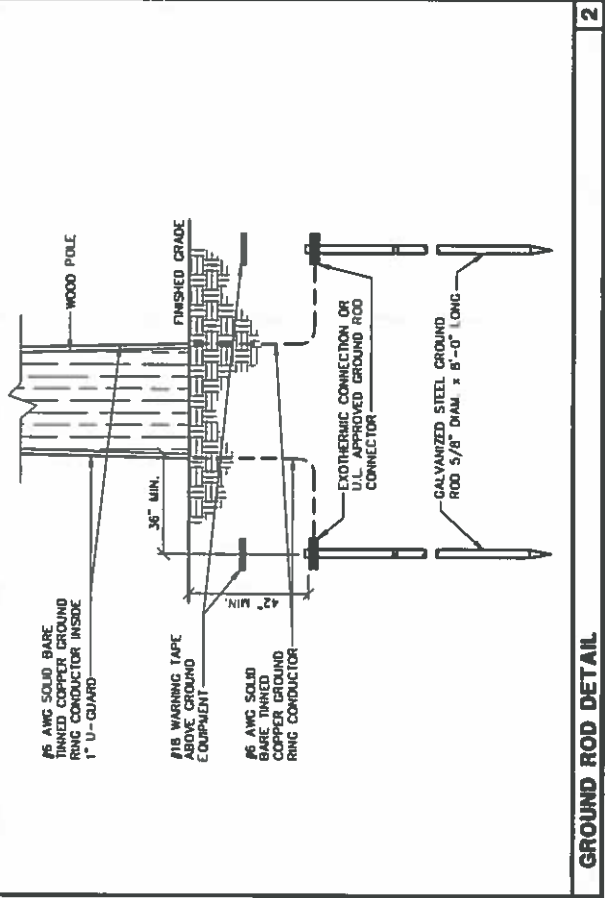
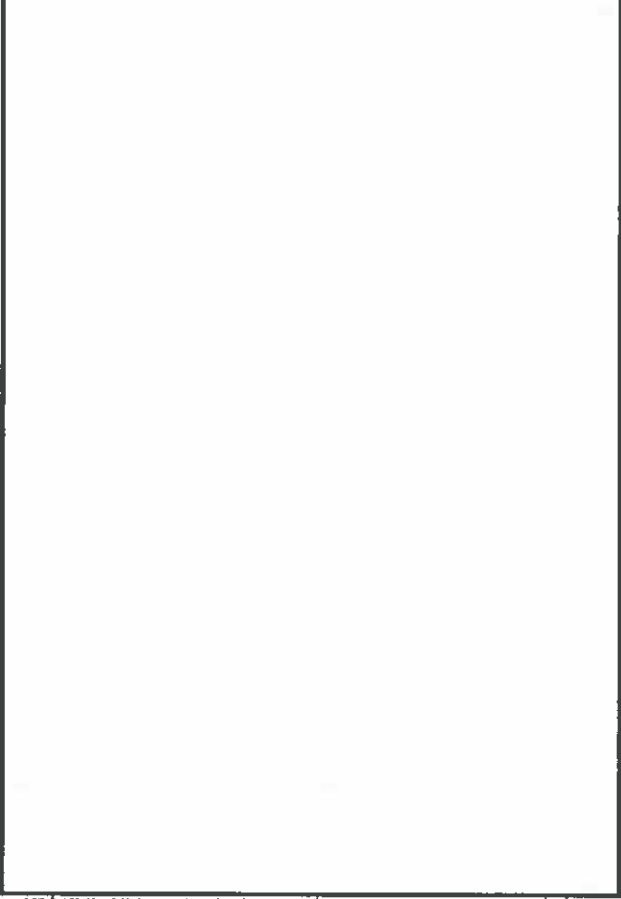
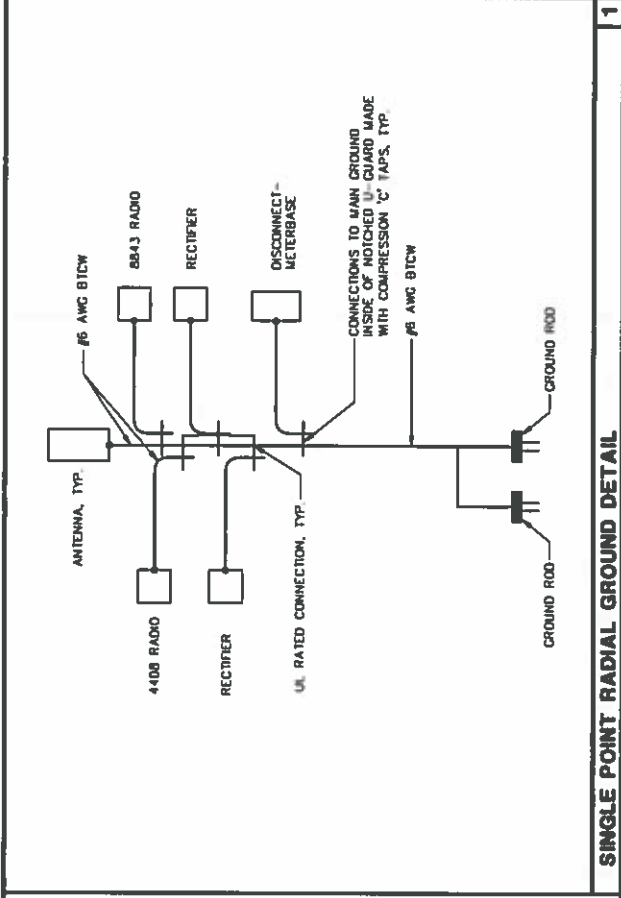
**Operating Ambient Temperature Range**  
 -40°C to +65°C (Industrial) or -20°C to +65°C (Commercial)

**Operating Humidity**  
 5% to 95% (non-condensing)

**Electromagnetic Compatibility**  
 CE Marked

**Agency Certifications**  
 UL, CE, FCC, IEC, VDE, etc.

**Mounting**  
 Mounting brackets available



JOB No.	13187-18822A
DATE	11/17/11
DWG. DATE	
DWG. NO.	
FILE CODE - PROJECT	18822A-C3
TITLE	

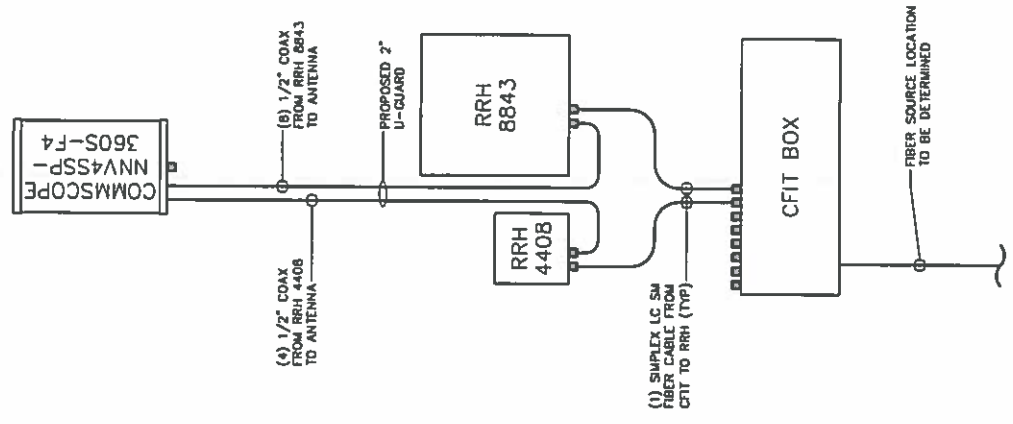
DATE	
DWG. NO.	
DWG. DATE	
FILE CODE - PROJECT	
TITLE	

verizon  
 NODE #18822  
 CITY OF SAUGATUCK,  
 ALLEGAN COUNTY, MICHIGAN

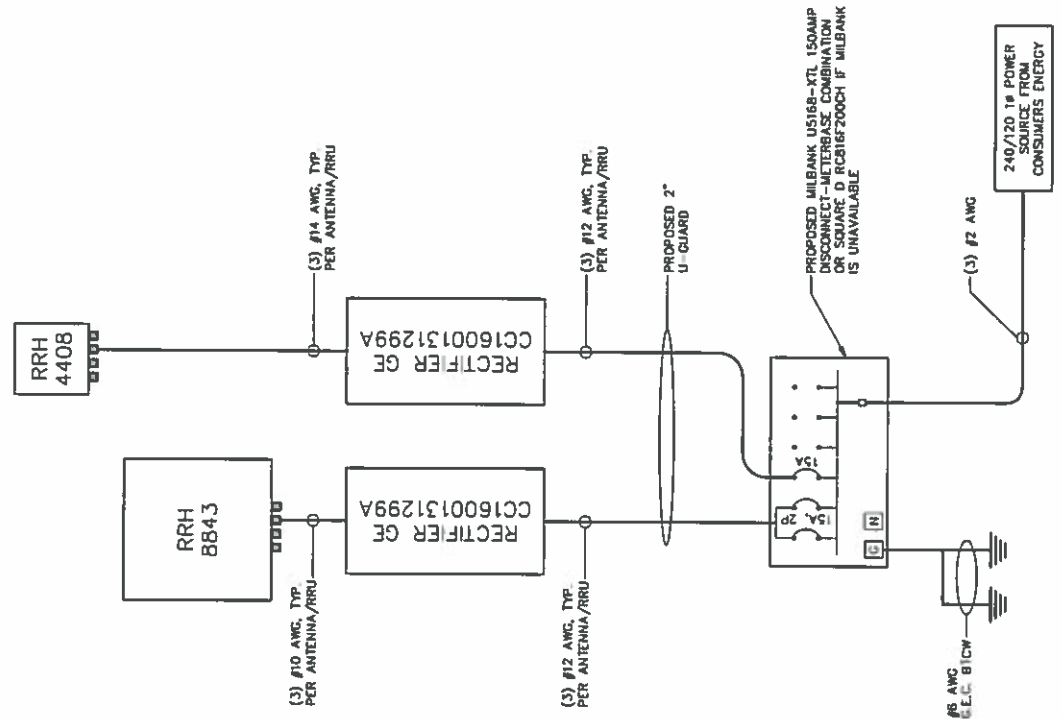
APPLICANT/AGENCY:  
 1424 NORTWESTERN HIGHWAY  
 SPOKANE, MICHIGAN 49779  
 PHONE: (248) 918-3000

MIDWESTERN CONSULTING  
 2400 West Drive  
 Farmington Hills, Michigan 48334  
 Telephone: 248-854-1100  
 Fax: 248-854-1101  
 www.midwesternconsulting.com

FIBER ROUTING



POWER ROUTING





## 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

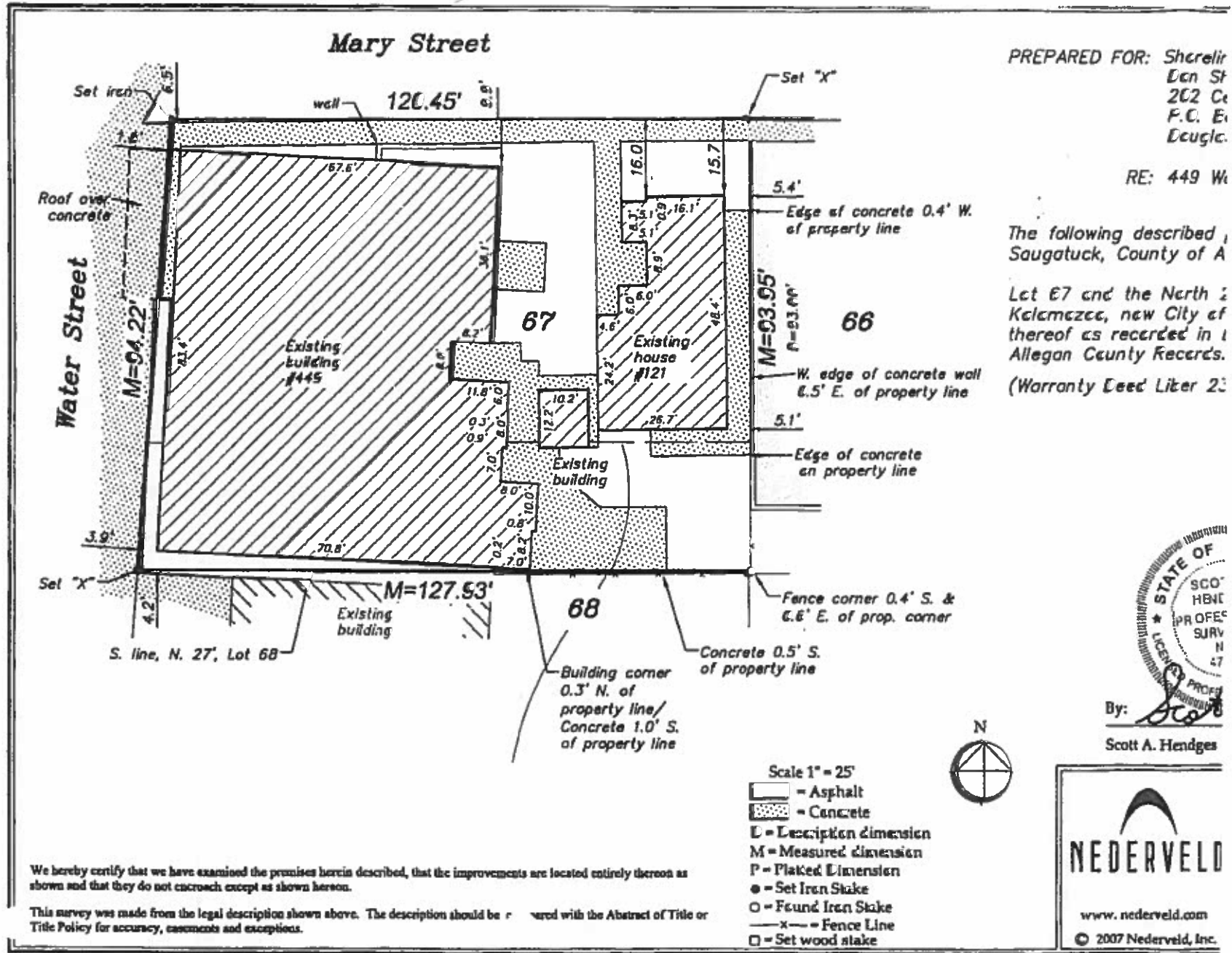
Its: City Clerk

WPBG, LLC  
a Michigan limited liability company

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

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

**EXHIBIT A**



**FEE DETERMINATION**  
 \$200 per parking space per month  
 \$200 x \_\_\_\_\_ x \_\_\_\_\_ =  
Months Parking Spaces  
 \_\_\_\_\_  
 Total Fee



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

**OFFICE USE**  
 \_\_\_\_\_ Approved  
 \_\_\_\_\_ Denied  
 \_\_\_\_\_ Date

**EXPANDED OUTDOOR DINING AREAS (EODAs) APPLICATION  
 APRIL 1<sup>ST</sup> TO NOVEMBER 30<sup>TH</sup>**

Fill out in its entirety & return to the Planning and Zoning office with required attachments. Applications will be reviewed by the applicant and the zoning administrator in the zoning office by appointment only. Failure to provide all attachments may result in a delay of processing.

LEGAL BUSINESS NAME: Coppercraft Distillery LLC TELEPHONE: 616 796 8274

MAILING ADDRESS: 201 W Washington Ave Suite 121, Zeeland MI 49461

CONTACT NAME: Thom Spelde TELEPHONE: 616 796 8274

E-MAIL ADDRESS: thom@craftcobrands.com CELL PHONE: \_\_\_\_\_

**CONTACT INFORMATION OF THE PERSON RESPONSIBLE FOR THE EXPANDED OUTDOOR DINING AREA (EODA)**

CONTACT NAME: Stephanie Thomas TELEPHONE: 616 796 8274

E-MAIL ADDRESS: Stephanie@coppercraftdistillery.com CELL PHONE: 810 338 9782

EODA LOCATION: 340 Water St. HOURS: M-Su 12pm-8pm

MONTHS THE EODA WILL BE IN PLACE (APRIL-NOVEMBER) April-Sept. 6 months

WILL ALCOHOL BE SERVED:  Yes  No  
 Provide Copy of Liquor Liability Insurance (listing the City as additionally insured)

PARKING LOT CLOSURES:  Yes  No

Parking Lot Location: 340 Water St

**APPLICATION CHECK LIST**

Completed Application





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

- Current photo(s) of the front of your business that includes the curb strip and parking space.
- Two EODA Maps (includes detailed seating layout, trash container, and sanitation station with exact measurements and indication/location of any manhole covers within the EODA site ("Premises")). The first map should be a bird's eye view of the outdoor dining area and the second map should be a street view sketch of the EODA.
- Description or photos of proposed barriers, tables, and chairs on Premises
- Certificate of Insurance (listing the City of Saugatuck as additionally insured)
- Michigan Liquor Control Commission License (if applicable)  Attached  In process
- Health Department Food Service License (if applicable)
- Include a lighting plan with a statement that the EODA be lit 24 hours a day. The EODA shall be lit by both electrical lighting and marked with traffic reflectors.
- Full payment of the EODA fee for this season.

**The Applicant understands and agrees, as a condition of its use of the Premises, to:**

As a condition of an approved license, Applicant shall indemnify and hold the City and all its officers, officials, agents, and employees free, clear, and harmless from any and all costs, claims, injuries, liabilities, expenses, penalties, or damages (including its attorney fees) sustained in connection with, related to, or arising out of the operation of the EODA. The City shall be added as a named insured on Applicant's general liability insurance policy and the Applicant must provide the City with a copy of the certificate of insurance. Applicant shall carry insurance in the amount of \$500,000 per person, per incident, for general and product liability and have umbrella coverage in the amount of not less than \$1,000,000.

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

Applicant agrees that if the EODA is located in parallel parking spaces, then the EODA furniture/barriers shall not extend more than 8 feet from the face of the curb, and not exceed 40 feet in length. If the EODA is located on an angled parking street (i.e. Water Street), the EODA furniture/barriers shall not extend more than 15 feet from the face of the curb, and not exceed 40 feet in length. Tents or enclosures are not allowed in the street



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

under this license. All heating equipment must be approved by the Fire Department. The Applicant's use of the Premises is expressly limited to only that area designated on the approved maps, copies of which are attached.

Applicant shall allow access to the Premises to the City's Department of Public Works for any maintenance purpose including without limitation storm drain cleaning, line painting and marking utilities by the associated utility companies.

Outdoor seating areas shall not disrupt street or sidewalk drainage or impound water. Carpeting and ground coverings of any kind are prohibited.

EODAs must be completely removed from the Premise when there is a forecast of plowable snowfall. The City will attempt to notify the Applicant of the forecast, but it is the Applicant's responsibility to monitor the weather.

Applicant understands that the Applicant is required to meet with City staff during the review of this application.

Applicant agrees that Applicant shall, at the end of the term of the license, remove any of the objects placed by Applicant on the Premises. In the event the Applicant elects not to remove the aforesaid objects, the City will notify the Applicant with a two days' prior written notice to remove any of the objects/structures placed by the Applicant on the Premises or else the City will take ownership of the objects. If the Applicant does not remove any of the objects/structures, then ownership of the same shall be with the City which may dispose of such structures or equipment as it, in its sole discretion, deems fit and without any payment to the Applicant.

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

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

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

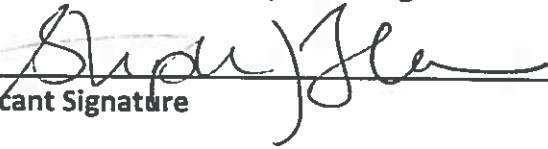
Applicant agrees that property taxes, including personal property taxes shall be paid in full before a license will be issued.



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

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

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

  
\_\_\_\_\_  
Applicant Signature

3 24 22  
\_\_\_\_\_  
Date

Policy/Procedure: Expanded Outdoor Dining Area Policy

Date Adopted or Implemented: February 14, 2022

Revision Date: N/A

Resolution Number (if applicable): 220214-C

<b>CITY OF SAUGATUCK</b>
--------------------------

Purpose: To provide procedure and process for licensing the use of the City of Saugatuck public streets for expanded outdoor dining.

Policy: On an annual basis, interested food and beverage service business applicants must apply for the license to extend their dining services into the public right-of-way from April 1<sup>st</sup> to November 30<sup>th</sup>. The fees for the license shall be set by the City Council from time to time based on factors as determined by the Council.

Procedure: The expanded outdoor dining area licenses will be approved on a yearly basis consistent with this policy and the standards and requirements set forth herein:

**Procedures:**

1. Any food and beverage service business that wishes to establish new or additional outdoor dining areas between April 1<sup>st</sup> and November 30<sup>th</sup> shall complete all required paperwork, as well as pay the necessary fee for use of the parking space(s) for the EODA season. The entirety of the EODA fees must be paid at the time an application is submitted and are non-refundable upon issuance of an EODA license.
2. The EODA fee will be \$200 per parking space for every month the Applicant wishes to operate an EODA during the EODA season, which will begin on April 1<sup>st</sup> of each year and end on November 30<sup>th</sup> of that same year. The City may deposit the EODA fee upon approving a license.
3. All completed/appropriate application(s) shall be submitted to the Zoning Administrator for review.
4. Following receipt of all completed/appropriate application forms, City Administration will review and investigate the request for any use of public property consistent with the standards for approval and design requirements set forth below. The City may approve the application, deny the application, or approve the application subject to conditions reasonably necessary to ensure compliance with the standards enumerated below and in the City Code.
5. Upon approval by the City, the applicant will receive a license signed by the Zoning Administrator. If the City has imposed any conditions of approval, the conditions will be included on the license. Each license will be valid for one EODA season (April 1<sup>st</sup> to November 30<sup>th</sup>). If an application is denied, the City will notify the Applicant of the denial in writing, specifying the reason for denial.

### **Standards for Approval:**

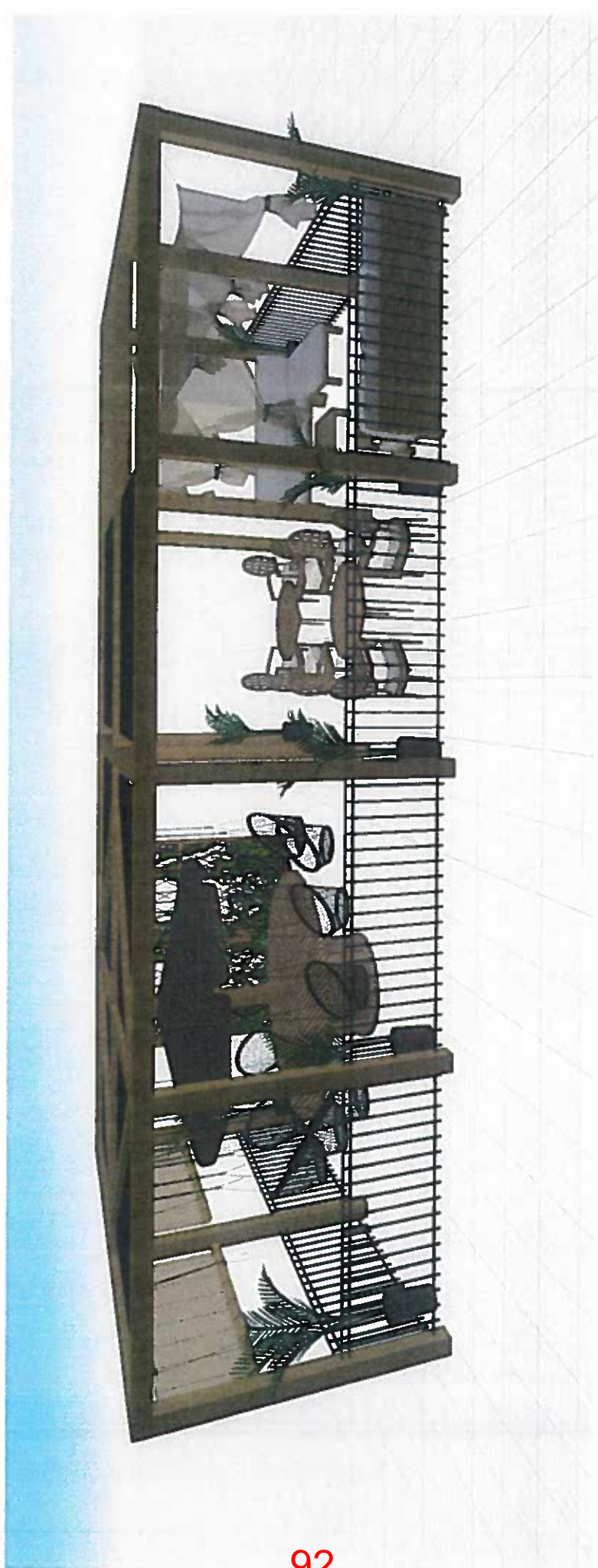
1. The Applicant is an owner or operator of a food and beverage service business and will be using the EODA only for the purposes of serving food and beverages to their customers.
2. The Applicant has submitted a complete EODA application and has paid the EODA fee in full.
3. The City has been added as a named insured on the Applicant's general liability insurance policy and the Applicant has provided the City with a copy of the certificate of insurance, demonstrating coverage in the amount of \$500,000 per person, per incident, for general and product liability and have umbrella coverage in the amount of not less than \$1,000,000.
4. The EODA will comply with all City and County Ordinances and applicable State laws, COVID limitations, and City policies.
5. If the EODA is located in parallel parking spaces, then the EODA's furniture/barriers shall not extend more than 8 feet from the face of the curb, and not exceed 40 feet in length. If the EODA is located on an angled parking street (i.e. Water Street), the EODA's furniture/barriers do not extend more than 15 feet from the face of the curb, and do not exceed 40 feet in length.
6. No tents or enclosures are proposed.
7. All heating equipment proposed by the Applicant has been approved by the Fire Department.
8. The Applicant has submitted two EODA Maps which include detailed seating layout, trash container, and sanitation station with exact measurements and indication/location of any manhole covers within the Premises.
8. The EODA will not disrupt street or sidewalk drainage or impound water.
9. No carpeting or ground coverings of any kind are proposed.
10. Property taxes, including personal property taxes, have been paid in full.
11. No advertising banners or related decorations are proposed.
12. Fire lanes, fire hydrants, and other fire department connections will not be blocked by the EODA and required fire access will be maintained.
13. The EODA will not block or otherwise restrict access to handicapped parking spaces.
14. The EODA only consumes parking spaces adjacent to the Applicant's business, and does not extend past the building frontage of the Applicant's business.



## **Design Requirements:**

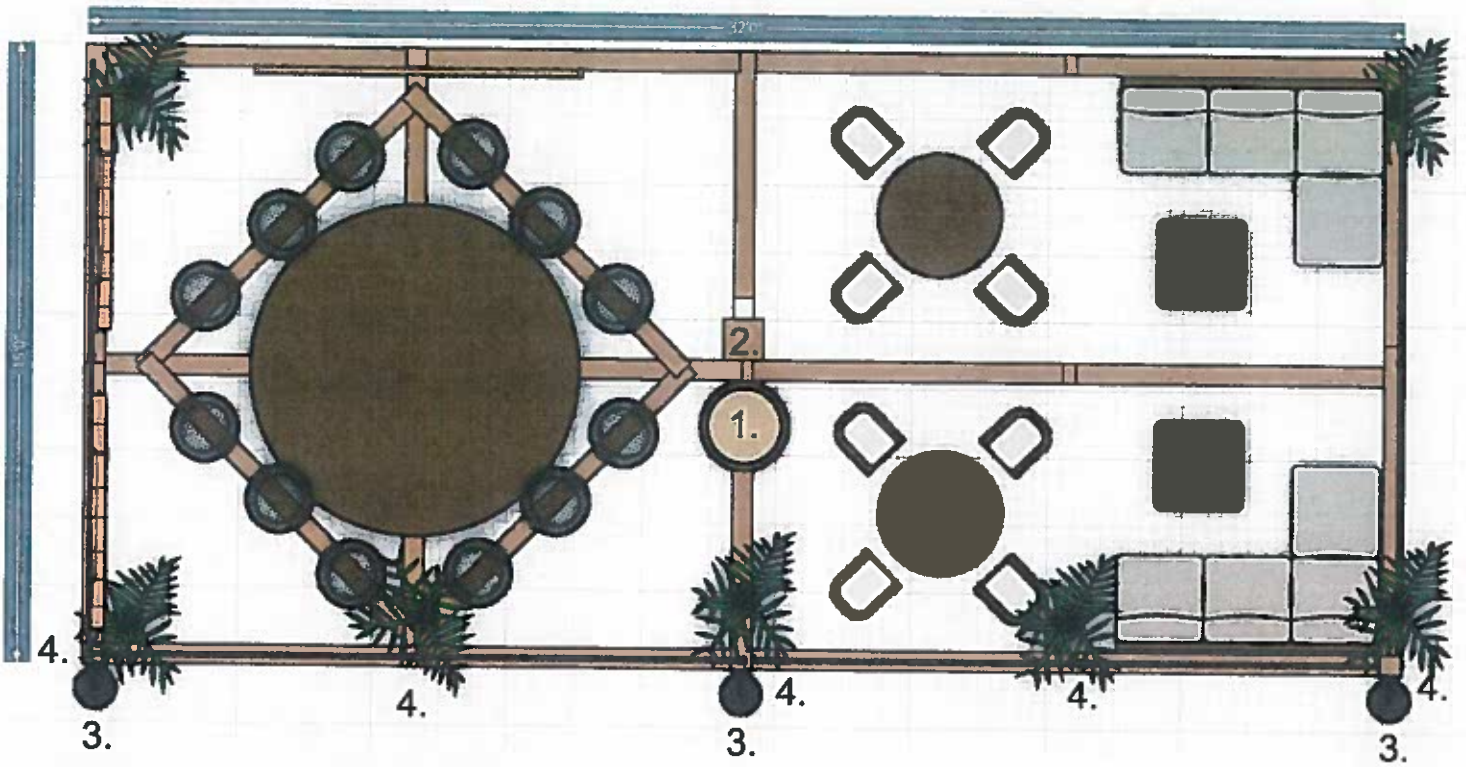
- 1.** Barrier structures for EODAs must be made of non-flexible materials. Examples of acceptable non-flexible materials include wood, plastic, and metal. Concrete barriers and cinder blocks are not acceptable. Flexible materials, like rope and canvas, are not acceptable barriers.
- 2.** Barriers must clearly define the perimeter of the EODA to prevent pedestrians and from entering or exiting from the street.
- 3.** Planters, plants, and organic materials are required parts of the EODA.
- 4.** Both electrical lighting and traffic reflectors are required in the EODAs to promote visibility for traffic. Overhead and underground electrical cords are permitted. Electrical cords may not run along the ground and onto the sidewalk for safety reasons.
- 5.** The EODA will not unreasonably interfere with the flow of pedestrian or vehicular traffic or the use of adjacent parking spaces
- 6.** The EODA will be aesthetically pleasing and consistent with the general character of the surrounding area.







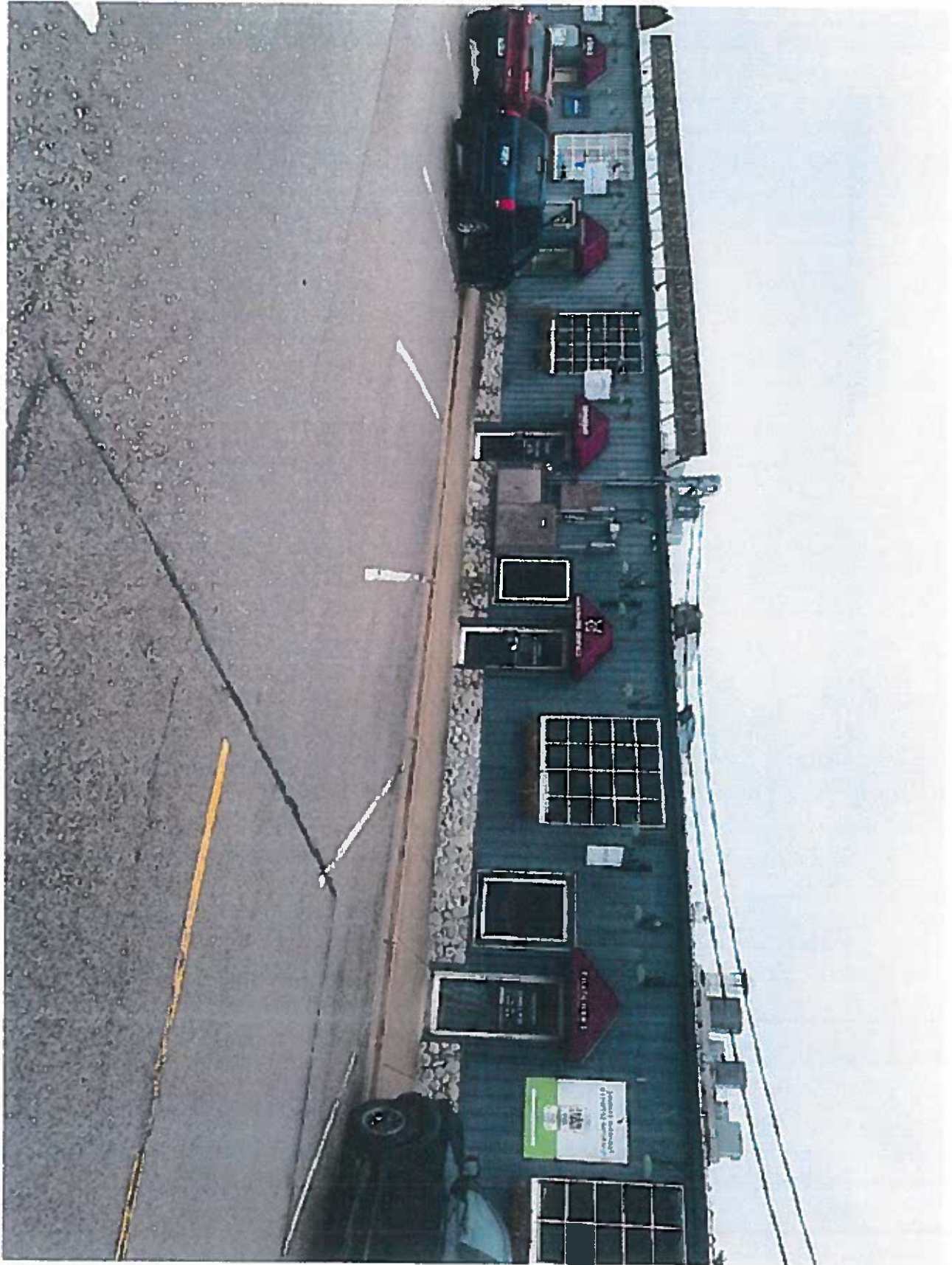




1. Trash
2. Sanitation station
3. Lighting
4. Traffic reflectors

The OODA will be lit 24 hours a day.





**From:** [Ryan Heise](#)  
**To:** [Katherine White](#)  
**Subject:** Fwd: Council Workshop  
**Date:** Friday, March 25, 2022 11:01:08 AM

---

Sent from my iPhone

Begin forwarded message:

**From:** Rich LaBombard <[rlabombard@douglasmi.gov](mailto:rlabombard@douglasmi.gov)>  
**Date:** March 24, 2022 at 8:46:13 AM EDT  
**To:** Ryan Heise <[Ryan@saugatuckcity.com](mailto:Ryan@saugatuckcity.com)>  
**Subject: Council Workshop**

Thanks for setting up the workshop last night. After going through the presentation I felt like we were in pretty good shape over here. I did pick up on a few things we need to look into.

Thanks again.

Rich

**From:** [Ryan Heise](#)  
**To:** [ddefranco](#); [Jamie Wolters](#); [Katherine White](#)  
**Subject:** RE: Board 101 Follow Up  
**Date:** Thursday, March 24, 2022 4:41:50 PM

---

Hey Hi Daniel,

The thanks go to – Kate and Jamie.

Chris did great... I've enjoyed working with him thus far. Also, good to have most all the elected officials in the same room... we need to do more of that as opportunities present themselves.

Best,

Ryan

---

**From:** ddefranco <ddefranco@saugatucktownship.org>  
**Sent:** Thursday, March 24, 2022 1:17 PM  
**To:** Ryan Heise <Ryan@saugatuckcity.com>; Jamie Wolters <Jwolters@saugatuckcity.com>; Katherine White <KWhite@saugatuckcity.com>  
**Subject:** Board 101 Follow Up

Hi Ryan, Kate and Jaime,

Thank you all for hosting a fabulous presentation last night!

Chris did a great job of covering a broad range of issues while being thorough and entertaining.

Township Board members thoroughly enjoyed the event and send their thanks to you for all the hard work that clearly went into organizing an event that brought all three of our communities together.

When you get a final cost for the event, let me know and the Township will be happy to cut a check for our share.

Thank you again!

Best,

Daniel