



CITY COUNCIL SPECIAL MEETING AGENDA
April 22, 2021 – 4: 00 pm

- 1. Call to Order**
- 2. Roll Call**
- 3. Approval of Minutes:** None
- 4. Mayor’s Comments**
- 5. City Manager’s Comments**
- 6. Agenda Changes** (Additions/Deletions)
- 7. Guest Speakers:** None
- 8. Public Comment** (Limit 3 minutes) Select “unmute” mic in the Zoom interface and speak your name to be recognized or press *6 if you are calling in by phone to unmute your phone to speak.
- 9. Consent Agenda:** None
- 10. Request for Payment:** None
- 11. Introduction of Ordinances:** None
- 12. Public Hearings:** None
- 13. Unfinished Business:**
 - A. Dune Ridge Fence**
 - B. Floating Homes**
- 14. New Business:**
 - A. Blue Star Non-Motorized Trail**
 - B. EGLE Letter & Draft Response from KLSWA**
 - C. Preliminary Budget Discussion**
 - D. 4th of July Fireworks**

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

Join online by visiting:
<https://us02web.zoom.us/j/2698572603>

Join by phone by dialing:
**(312) 626-6799 -or-
(646) 518-9805**

Then enter “Meeting ID”:
2698572603

Please send questions or comments regarding meeting agenda items prior to meeting to:
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 erin@saugatuckcity.com for further information.

15. Public Comments: (Limit 3 minutes) Select "unmute" mic in the Zoom interface and speak your name to be recognized or press *6 if you are calling in by phone to unmute your phone to speak.

16. Communications:

- A. Douglas J Tobbe** - Speeding on Maple Street
- B. Gary Medler** - Houseboat Ordinance
- C. Kyle Konwinski** - Houseboat Ordinance & Dune Ridge Fence
- D. Paul Burdick** - Art Club Art Fairs
- E. Robert J. and Loyda D. Cull** - Dune Ridge Fence

17. Boards, Commissions & Committee Reports:

18. Council Comments:

19. Adjourn (Roll Call)



City Managers Report – Highlights April 22nd, 2021

Consumers Energy Tree Maintenance

There will be an upcoming Consumers Energy line clearing project in our area. They will be trimming trees and brush in accordance with their standards in the area indicated on the map: <https://www.saugatuckcity.com/news/consumers-energy-tree-trimming-in-area>

Residents will receive a postcard letting them know of the upcoming project.

Oval Beach

Staff hired new Beach Manager for the season, please welcome Ms. Jacqueline Alvarez. She has started working alongside previous Beach Manager Linda Bultman and the Department of Public Works team. Many thanks to Scott Herbert and Erin Wilkinson for recruitment and facilitating hiring process. There are ongoing discussions with staff for operations and maintenance of the beach.

Birch Bark Harvesting Request

Received a request to harvest bark from birch trees greater than 10" in diameter at the Oxbow Lake Site from the Gun Lake Tribe Environmental Dept. A few details received from Mr. Alex Wieten: We will take bark from a maximum of 20 trees (possibly less if there are larger trees or not enough healthy trees). We will make a light incision into the outer bark of the trees, and make a vertical slice approximately 24" in length. The outer bark will peel off of the tree, without harming it. It will look slightly different for a year or two, but the outer bark will eventually grow back. We would like to do this toward the end of May and will likely access the area via canoe. I did also reach out to Claire from Oxbow camp to let her know our intentions and to see if she had any concerns with the project. This item can be discussed at a future meeting.

I-96 Bridge Work and Draft Work Notice

DRAFT Work Zone Notice:

Kalamazoo River boaters are notified that an active work zone exists on the Kalamazoo River channel under the I-196 bridge east of the Schultz Park boat launch. Michigan Department of Transportation (MDOT) is reconstructing approximately 12.1 miles of the southbound lanes of Interstate I-196 between 130th Avenue and M-40 and includes

bridge work over the Kalamazoo River. Construction of the first phase between 130th Avenue and Exit 41 began in April and is anticipated to be complete in July. Phase 2 will shift north of Exit 41.

Boaters in the Kalamazoo River channel are notified to treat the area approaching the bridge as a work zone, slow down, check clearance heights, and proceed with caution. Marked work plat forms are suspended below the bridge and workers may be present.

Blue Star Trail Update

Information included in agenda packet.

Floating Homes

Recommendation included in agenda packet.

Dune Ridge Updates

Recommendation included in the agenda packet.

Road resurfacing (and utility) projects

- **North Park Street** – Please see updates provided here: <https://www.saugatuckcity.com/park-street-north.html> .
- **Park Street-** Discussions on the project will likely include adding waterline service replacement to the scope causing further delays on the project. **Campbell Road** The city agreed to proceed a grant for the project. If the grant is not awarded, the project can be completed fall of '21. If the grant is awarded the project would become a spring '22 project. This is a shared project with Douglas.

Master Project List & Strategic Planning

Reminder date scheduled for May 20th. Staff working on venue and logistics.

Radar Signs

Radar signs have been received and placement is being coordinated by Allegan County Sheriff's Dept. A special thanks to Lt. Ensfield and Saugatuck dedicated Sheriff's for their willingness to manage the radar signs.

Milfoil update

Staff has received responses from lakefront owners after we expanded the outreach and is working to finalize the list and map for Aquatic Doctors.

First treatment will be scheduled early to mid-June, and a second application mid-to-late July and a third mid-to-late August if needed. Have discussed splitting the EGLE permit fee with Douglas for treatment.

Police Vehicle

New patrol vehicle will be received on Friday the 23rd. Thanks to Allegan County Sheriff's office for their role in managing the efforts.



13A

From: Ryan Heise
Meeting Date: April 22, 2021
Regarding: Dune Ridge Fence

Description:

The following correspondence has been received by attorney Jeff Sluggett:

As I noted, I have now communicated several times with Mr. Heule's attorney and explained the need to move forward on the fence and its removal. He has spoken to his client and I am told that Mr. Heule wants to work with the City but is hesitant to remove the fence or take other action absent some assurance that after any hearings, etc. he will be able to have a fence located there (of unspecified dimensions at this point). Mr. Heule would like to meet with City officers as soon as possible to see if some suitable arrangements can be made. I have urged them to get an application for approval filed as soon as possible in order that we can expedite our review.

Given the current state of affairs my recommendation is that we send Mr. Heule's attorney a letter advising that he needs to get an application for the fence filed by May 23 in order to have this matter placed on the June 17 Planning Commission agenda for review and decision. (Would also mention that if his client prefers, we could schedule a special meeting in which case the completed application would be due to the City by April 29.) If a completed application is not received by the City by May 23 then the fence must be removed by May 24 and, if it is not, regardless of reason, the City will initiate enforcement action on the 25th of May. If we are told he will not agree to apply under these circumstances, then we can begin enforcement proceedings immediately.

Committee / Commission Review: N/A

Budget Action Required: N/A

Legal Review: Ongoing

Possible Motion: Direct legal counsel to send Mr. Heule's attorney a letter advising that he needs to get an application for the fence filed by May 23 in order to have this matter placed on the June 17 Planning Commission agenda for review and decision. Provide an option that if his client prefers, we could schedule a special meeting in which case the completed application would be due to the City by April 29. If a completed application is not received by the City by May 23 then the fence must be removed by May 24 and, if it is not, regardless of reason, the City will initiate enforcement action on the 25th of May. If we are told he will not agree to apply under these circumstances, then we can begin enforcement proceedings immediately.



13B

From: Ryan Heise
Meeting Date: April 22, 2021
Regarding: Floating Homes

Description:

Discussed at a past council meeting was the desire to focus on a zoning ordinance related to Floating Homes. The idea being to regulate "right place," as opposed to trying to define in detail what a floating home is or is not. Staff will begin the process of defining "full-service marinas" as part of the process, as a potential solution to identifying "right place." The dates for Planning Commission review are as follows:

May 21- Paperwork to be reviewed by staff and legal counsel.
May 24- A notice of meeting sent to newspaper.
June 17- Public Hearing

Committee / Commission Review: N/A

Budget Action Required: None

Legal Review: Ongoing

Possible Motion: Direct staff to begin drafting documents related to Floating Homes for Planning Commission review.



14A

From: Ryan Heise
Meeting Date: April 22, 2021
Regarding: Tri-Community Committee for the Blue Star Trail (TCC)
Recommendation on Agreements for Engineering

Description:

The Tri Community Committee for the Blue Star Trail has recommended the following agreements be reviewed and approved by Council: 1) Interlocal among the municipalities; 2) Engineering contract with C2AE that three municipalities enter jointly; and 3) Agreement with FOTBST that commits to funding the engineering. Note that this interlocal agreement only relates to the engineering work and so is not the broader interlocal agreement that the TCC has been tasked with developing.

The basic concept to move this project forward is as follows:

1. The engineering is broken out into phases. This allows the FOTBST to not overcommit financially, and for any municipality that may not want to proceed with additional phases to bail out.
2. There are three main engineering phases: A) Conceptual design and grant application, B) Final design, C) Construction Management.
3. The FOTBST will commit to funding the engineering work and remaining capital cost after grants are applied for and received by the municipalities (the local match). FOTBST will use its existing relationship with the Allegan County Community Foundation (ACCF) to demonstrate that the funds for each phase are in place prior to the start of work.
4. C2AE will send monthly invoices to a liaison of the Committee and the FOTBST for review, and FOTBST will then authorize payment by the ACCF.

Drafts of the three agreements were sent to the FOTBST and to the City and Township Managers and by them to their respective counsel. I have transmitted the comments of City counsel and Township Counsel to C2AE. The City of Douglas and Saugatuck Township have received approval from their Council and Board, subject to any minor changes by legal and staff.

Committee / Commission Review: April 9, 2021

Budget Action Required: None

Legal Review: Each municipality has legal counsel reviewing the three agreements.

Possible Motion: Recommend the draft interlocal agreement, draft engineering agreement and draft Friends of The Blue Star Trail be approved subject to any needed additional staff and legal review. Delegate authority to the Mayor to execute the agreements.

**INTERGOVERNMENTAL AGREEMENT
TO RETAIN ENGINEERING SERVICES FOR
THE NORTH SECTION OF THE BLUE STAR TRAIL**

This INTERLOCAL AGREEMENT is entered into pursuant to Act 7 of PA 1967 (hereinafter defined), by and among Saugatuck Township, 3461 Blue Star Hwy. P.O. Box 100, Saugatuck, MI 49453, the City of Saugatuck, 102 Butler St., Saugatuck, MI 49453, and the City of the Village of Douglas, PO Box 757, 86 W. Center St., Douglas MI 49406-0757 (the “Municipalities”), each of them a “public agency” as defined in Act 7.

RECITALS

WHEREAS, the Friends of the Blue Star Trail (FOTBST) is a 501(c)(3) non-profit organization incorporated in the State of Michigan for the charitable purpose of advocating for the development and continuance of the Blue Star Trail from South Haven to Saugatuck (“Trail”); and

WHEREAS the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of Michigan, 1967, Ex. Sess., MCL 124.501 et seq. (“Act 7”), permits a public agency to exercise jointly with any other public agency any power, privilege or authority which such public agencies share in common and which each might exercise separately; and

WHEREAS the Municipalities have supported the Trail and in 2019-20 each passed a Joint Resolution that reaffirmed their support for the Trail and for pursuing construction of the Trail through their territories (the “Project”), including creation of a Joint Tri-community Study Committee (“TCC”); and

WHEREAS the Municipalities desire to enter into an interlocal agreement, pursuant to Act 7, to jointly pursue the Project through the authority granted by Act 7.

WHEREAS each Municipality has the power, privilege and authority to perform various economic development and recreational activities and administrative functions supportive of economic development and recreational activities, and to enter into this Agreement.

WHEREAS the TCC has determined that it is necessary to retain the services of a professional engineering firm to advise it as to how best to proceed with the Project; and

WHEREAS the TCC has identified a number of qualified engineering firms, obtained proposals from four firms, selected two finalists, checked their references, conducted interviews of the firms, selected Capital Consultants, Inc. (“C2AE”), and arranged for legal counsel to negotiate the form of a proposed contract with that firm; and

WHEREAS the FOTBST has agreed to pay the reasonable fees of C2AE related to the Project; and

WHEREAS the Municipalities and the FOTBST desire to retain C2AE to begin working on the Project while they negotiate a broader interlocal agreement for the other aspects of the construction and maintenance of the Project; and

WHEREAS each Municipality, pursuant to resolution of its governing body, is authorized to execute and deliver this Agreement.

CORE TERMS

NOW, THEREFORE, the parties agree as follows:

1. The Municipalities will all execute the approved contract, attached as Exhibit A, at the next meeting of their respective governing body.
2. To minimize costs and the risk of miscommunication, the parties hereby designate Ryan Heise, Saugatuck City Manager, as their liaison for the project (the "Project Liaison"). The Project Liaison shall be principal contact for the engineering firm. The Project Liaison shall provide regular status reports on the project to the TCC. Further, the Project Liaison shall consult with the chief administrative officer (i.e. the municipal manager) for the municipality before making any material decisions regarding the design of a trail segment located in that municipality.
3. Any changes in the scope of work to be provided by C2AE under this contract must be approved in writing by the Project Liaison, in consultation with the TCC and the chief administrative officer for each municipality in which the affected portion of the trail is located. Further, each municipality is free to retain C2AE or another individual or entity to render additional services to it under a separate agreement.
4. The goal is for the Municipalities not to incur any expense for engineering fees under this contract, but rather for the FOTBST to pay such reasonable fees. To accomplish this goal:
 - a. C2AE will break down its work into appropriate phases.
 - b. Prior to beginning work on the next phase, C2AE will provide a not-to-exceed estimate of its fee to the Project Liaison and to the FOTBST.
 - c. The Allegan County Community Foundation, as fiduciary to the FOTBST, will confirm in writing to the Project Liaison that it has sufficient funds on account to pay the fee for the next phase.
 - d. The Project Liaison will authorize C2AE to commence work on the next phase absent an objection by a Municipality. Municipalities shall have [time – 10 working days?] to object/challenge the scope of work/estimate prior to the start of each phase.
 - e. C2AE will issue monthly invoices according to the terms of its contract.

- f. Upon approval by the Project Liaison and the FOTBST, the FOTBST will authorize the ACCF to pay the invoice from the FOTBST's account [or from a new account to be set up dedicated to the TCC Project].
- g. Subject to the terms of the contract with C2AE, the Project Liaison, in consultation with the TCC, may determine to suspend or halt the work of C2AE at any time.

MISCELLANEOUS

- 5. Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter hereof, except as expressly stated herein.
- 6. No Presumption. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted.
- 7. Severability of Provisions. If any provision of this Agreement, or its application to any Person or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected but will be enforced to the extent permitted by law.
- 8. Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan without regard to the doctrine of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.
- 9. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement. They are solely for convenience of reference and do not affect this Agreement's interpretation.
- 10. Terminology. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.
- 11. Cross-References. References in this Agreement to any Article include all Sections, subsections, and paragraphs in the Article; references in this Agreement to any Section include all subsections and paragraphs in the Section.
- 12. Jurisdiction and Venue. In the event of any dispute between the Parties over the meaning, interpretation or implementation of the terms, covenants or conditions of this Agreement, the matter under dispute, unless resolved between the parties, shall be submitted to the courts of the State of Michigan.
- 13. Amendment. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement of all Parties. In the event that

an amendment to this Agreement or alternative form of Agreement is approved by less than all Parties, any Party which has not approved of the amendment or alternative form of Agreement may withdraw from the Agreement.

14. Execution of Agreement; Counterparts. Each Party shall duly execute three (3) counterparts of this Agreement, each of which (taken together) is an original but all of which constitute one instrument.

IN WITNESS WHEREOF, this Agreement is executed by each Party on the date hereafter set forth.

CITY OF THE VILLAGE OF DOUGLAS

WITNESS:

BY:

Its: _____

BY:

Its: _____

DATE: _____

CITY OF SAUGATUCK

WITNESS:

BY:

Its: _____

BY:

Its: _____

DATE: _____

SAUGATUCK TOWNSHIP

WITNESS:

BY:

Its: _____

BY:

Its: _____

DATE: _____

Open.20448.13353.26192213-1



April _____ 2021

City of Saugatuck
102 Butler Street
Saugatuck, MI 49453

City of the Village of Douglas
86 W. Center Street
Douglas, MI 49406

Saugatuck Township
3461 Blue Star Hwy
Saugatuck, MI 49453

Re: PROPOSAL FOR ENGINEERING SERVICES BLUE STAR TRAIL – NORTH SECTION

Dear Members of the Tri-Community Joint Study Committee for the Blue Star Trail (TCC):

C2AE is excited to partner with TCC and its’ member communities to provide professional services for the Blue Star Trail. We look forward to building a lasting relationship with the Committee—including its members from Saugatuck Township, the City of Saugatuck, the City of the Village of Douglas (the MUNICIPALITIES or MUNICIPALITY), and the Friends—as we move forward with the completion of a 4.5-mile section of trail from Douglas, over the bridge, through the City of Saugatuck, and into Saugatuck Township.

Our Time and Materials Not-to-Exceed (T&M NTE) fee of \$39,400, as listed in this proposal, covers conceptual design and grant application services. The final design engineering and construction engineering phase fees will be determined at the end of the conceptual design phase and may be added to this contract via amendment.

Thank you once again for this opportunity to leverage our experience and share our talents to advance the Blue Star Trail and leverage the economic opportunity in each of the three communities and across the entire region.

TEAM ORGANIZATION



WORK PLAN/SCOPE OF SERVICES

The Tri-Community Joint Study Committee (TCC), consisting of members from Saugatuck Township, the City of Saugatuck, the City of the Village of Douglas, and the Friend of the Blue Star Trail (FOBST), desires to submit funding applications to the Michigan Department of Transportation – Transportation Alternatives Program (TAP) and the Michigan Natural Resources Trust Fund (MNRTF).

The long-term project will include the planning, design, and construction of three new sections of trail to complete the 4.5-mile north section of the Blue Star Trail. The TAP application is anticipated to be submitted in October, 2021 and the MNRTF application in April of 2022. The desire is for construction to take place in 2023.

Previous preliminary planning and routing analysis work has been completed for these sections of trail, which we plan to utilize in the early phases of planning and design. The trail crossing design over the Kalamazoo River will be a key component to gain consensus and buy-in early in the project from the multiple stakeholders.

Our initial review of the past trail crossing configuration alternatives on the bridge revealed the following aspects that need further evaluation during the schematic design phase:

- Storm water drainage and potential ponding (spread) in the 1-foot buffer areas; scupper capacities
- Impact to existing bridge expansion joints from modifications to incorporate the trail
- Consideration of other options that include widening the existing sidewalk on the west side to a 14-foot trail; possible cantilevering on the outside of the bridge to gain more width
- Staging of construction to minimize impact for emergency vehicles and the motoring public

Our firm implemented a similar bridge modification project for the City of Lansing on Aurelius Road that converted a 4-lane bridge to a 3-lane section to incorporate a 10-foot non-motorized path/trail.

Based on C2AE's understanding of the project, we propose the following general work plan, which can be modified and adjusted as needed throughout the project.

Planning

C2AE will develop and implement an action plan for planning and design engineering of the currently defined trail corridor. The plan will identify an overall project timeline, communication engagement strategy or strategies, funding sources, roles and responsibilities, and a phasing plan with estimated timelines and costs for design, construction, and trail maintenance. We recognize that the keys dates currently identified by the committee include the October 2021 TAP Grant application and the April 2022 MNRTF Application. We have included examples of the action planning components are in the additional information section.

Timeline

C2AE will create a project timeline at the outset of the project for use in tracking and monitoring the project progress. Timeline dates will be updated on a monthly basis as part of our progress reporting process. Monthly progress reports will be provided by C2AE to provide updates for all current project activities.

Timeline will include, but not be limited to, the following key milestone dates:

- Project team meetings
- Local units of government/public meetings
- Duration of schematic design phase with deliverable dates (funding applications)
- Duration of final design phase with deliverable dates
- Permit submittal dates
- Duration for bidding
- Duration of construction
- Regional events
- Any other key milestones

Public Outreach

Communicating effectively along the way, we will meet project goals with a comprehensive design that integrates:

- Thorough review and vetting of previous work to date
- Proactive project scoping
- Sound data collection
- Site and context analysis and synthesis
- Comprehensive mapping
- Creative alternatives
- Environmentally compatible, sustainable, and cost-effective solutions
- Realistic opinions of probable construction and maintenance costs
- Detailed, implementable action plans with workable phasing

These elements are to be conducted by a multi-disciplined team with professional experience and expertise in non-motorized trail access development, natural resource systems, accessibility requirements/guidelines, context-sensitive design solutions, aesthetics, and other relevant functional needs. C2AE will lead this effort, providing:

- Project Management led by seasoned C2AE principal Larry Fox and aided by experienced assistant project manager Cory Davis
- Trail Routing, Public Involvement, and Inter-agency Coordination led by Rusti Owens
- Civil Engineering including conceptual layout and design led by Tyler Ruel

In addition, our specialized team partners include Meyerson Consulting for funding and public engagement expertise, Cardno for environmental and natural features assessments, Carter & Associates for traffic signal work, and Driesenga Associates for surveying, geotechnical engineering, and easement acquisition

Funding Evaluation/Applications

We will review the existing list of funding sources for each trail segment and determine if there are other opportunities available. Requirements for each funding agency will be documented. In general, C2AE will be responsible for the development of the majority of the funding application, with input, review, and submittal of funding applications by the applicable governmental agencies. C2AE will generate exhibits, cost opinions, and other supporting documentation as needed. Private fundraising activities will be conducted by the project team and supported by C2AE.

Roles and Responsibilities

At the kickoff meeting, we will document the roles and responsibilities of each stakeholder or entity involved in the project. Throughout the project, C2AE will coordinate and track the progress of key assignments to ensure the overall project, as well as each trail segment, remains clearly assigned and on schedule. This effort will include monitoring the assignments of the subconsultant firms involved. We will communicate consistently and clearly with the committee or assigned project/community stakeholder teams regarding the project status and commitments.

Trail Maintenance Plan

C2AE will use our extensive experience with trail projects and the trail calculators already created to estimate costs associated with trail maintenance, operations, and replacement. We will also assist in the identification of solutions for trail maintenance approaches along the corridor, which can vary from simple cooperation between units of government to a formal establishment of a recreational authority. Maintenance will play a key role in achieving the expected service life of the trail system and ensure viability for generations to come.

DESIGN & CONSTRUCTION

C2AE proposes the following general scope of services for each trail segment that will meet AASHTO Guidelines, Americans with Disabilities Act and Accessibility Guidelines (ADAAG), and other current federal, state, and local codes and guidelines. MDOT Local Agency guidelines will also be met when state funding is involved.

Schematic Design

Initial Scoping Meeting

C2AE and the committee/project team are accountable for the proper stewardship of funds and time allocated to this project. C2AE's project management plan (PMP) document is designed to assist in this task by providing the detail needed to implement the contract requirements.

C2AE will convene a meeting of the project team personnel responsible for proper project administration (TCC). The meeting's purpose is to review and confirm everyone's expectations regarding the project process.

Second to listening to the voices of the users, communities, and local agencies, schematic design based on sound comprehensive data is next most important to providing feasible and constructible alternatives.

Gather Existing Data

C2AE will collect available relevant secondary source information including, but not necessarily limited to:

- Existing schematic trail routes and alternatives
- Preliminary design alternatives for the Kalamazoo River crossing
- GIS and Lidar data, such as parcel mapping, topography, utilities, soil types, natural features, and other environmental conditions
- Federal, state, and local guidelines and requirements for trail development
- Local zoning or planning ordinances
- Historical features, such as protected archaeological sites, significant structures, etc.
- Habitats for endangered or threatened species of flora or fauna
- Planned utility work (broadband, sewer, etc.)

Using available secondary source information—such as aerial or USGS topographic mapping, community mapping, plat maps, and existing planning maps—together with information obtained during the initial scoping meeting, C2AE will develop base plans for use during development of the site/constraints inventory analysis and alternative trail alignment options.

Conduct an Initial Visual Site Assessment

The C2AE team (including the project team as they desire) will conduct an initial site assessment of each segment to visually review and document any unique features of the proposed routing corridor(s) and define the envisioned limits and locations for programmed improvements.

At this time, we will collectively identify and confirm any known potential impacts to development as well as identify and address safety and security provisions as necessary. During the assessment we will also identify any visible potential environmental concerns and/or areas that may require detailed supplemental investigations.

Perform Site Analysis

We will add the existing available information and other insights gained from the site assessment. The enhanced drawing will be a backdrop for preparing a graphic site analysis of existing built and natural conditions that could have either a positive or negative impact on the project. Existing conditions will include at a minimum:

- Soils, topography, and vegetation
- Hydrology and drainage patterns, channels, and washes
- Unique biological characteristics
- Outstanding natural features
- Cultural and historic features
- Adjacent land uses
- Negative site features or hazards
- Directions, speed limits, and traffic flow volumes
- Emergency vehicle accessibility
- Logical points of site ingress and egress
- Existing structure locations or development

We will evaluate the trail crossing of the Goshorn Creek just north of 134th Avenue to determine permitting requirements and possible crossing locations. It is our understanding that multiple routes have been conceptually developed through Amalanchier Park or along 134th Avenue to connect the Blue Star Highway trail to the Beeline trail on Holland Street. Previous information will be utilized during our analysis to select the final trail location.

TCC Committee Meetings

C2AE will conduct two or three meetings with the TCC to review and discuss the opportunities and constraints associated with each alignment and a preliminary cost for development. During these meetings, the TCC and C2AE will select alignments determined to represent the most feasible and prudent options to present and carry forward for further development as practical alternatives. Following the initial TCC review meeting, we will refine each illustrative alternative, if necessary, based on comments obtained during the meeting. Since that initial meeting will essentially be more of a work session, further work will be required to refine each alternative into a final presentation format. Additional meetings with the TCC will refine alternatives into a final recommended plan for adoption by the member local units of government.

Gather Emergency Responder Input

During the review of alternatives (especially for the Blue Star Highway crossing of the Kalamazoo River), we plan to include local emergency responders to gain their perspective on the alternatives. This could happen as a part of one of the TCC meetings mentioned above. Support of the selected alternative by the local fire departments, police departments, and highway maintenance entity will be important in moving the plan forward.

MDOT LAP Review

As a local funding source, MDOT Local Agency Programs will be provided the opportunity for review and input on the alternatives under consideration.

Public Information Meeting

C2AE will plan, organize, coordinate, and conduct the final project public information meeting/public hearings through each local unit of government to review the final rendered preferred alternative, opportunities, and constraints, opinions of probable construction cost, trail phasing/segments, and associated planning elements. This information will form the basis for the funding applications.

Funding Applications

With the assistance of the TCC, C2AE will develop and prepare the MDOT TAP and MNRTF Funding applications for review and submittal by the applicable local agency.

FEE

As noted in the Request for Proposals, it is difficult to provide fee estimates for projects where all aspects of the project are not yet determined. Therefore, we are providing a detailed fee estimate for the Conceptual Design/Funding Application phase of the project. For future phases of the project, we have typically used percentage of construction estimates for fee determination for planning purposes, and have successfully integrated this fee planning concept into contracts for multi-phase/multi-year projects. We suggest the following fee breakdown for planning purposes

Conceptual Design & Grant Applications

For this phase of the project, C2AE proposes to complete the work a time and material basis, with a total not-to-exceed amount. Our detailed fee breakdown is as follows:

Task 1 – Research and Analysis (includes 1 meeting with TCC)	\$9,400
Task 2 – Alternatives Development (includes 3 meetings with TCC/stakeholders)	\$17,200
Task 3 – Final Plan and Presentations (inc. meeting with each local unit of government)	\$7,800
Task 4 – MDOT TAP and MNRTF Grant Applications	\$5,000
<i>Total Not to Exceed Fee</i>	<i>\$39,400</i>

Future Project Phases

Actual fees to be determined at a later date and added by amendment to this Agreement (if any). The anticipated range of fees are shown below:

Final Design Engineering	4-6*
Construction Engineering	8-10*

* percent of the estimated construction cost

The parties to this agreement, Capital Consultants, Inc., a Michigan Corporation doing business as C2AE in the State of Michigan, hereinafter called the A|E CONSULTANT and the City of Saugatuck, City of the Village of Douglas and Saugatuck Township, collectively hereinafter called the MUNICIPALITIES, hereby agree to the following conditions:

- A. Limit of Scope: The services provided by the A|E CONSULTANT shall be limited to those described in the above described Scope of Services.
- B. Municipalities' Project Liaison: Except as otherwise expressly stated in this Agreement, the Project Liaison designated in the Interlocal Agreement between the parties dated _____, 2021, as may be amended hereafter, shall be authorized to communicate with the A|E CONSULTANT and make decisions on behalf of the MUNICIPALITIES with respect to the project as above described. All notices contemplated by this Agreement shall be made to the Project Liaison.
- C. Changed Conditions: If, during the term of this Agreement, circumstances or conditions that could not have been known with the exercise of reasonable care to the A|E CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the A|E CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The A|E CONSULTANT shall notify the MUNICIPALITIES of the changed conditions necessitating renegotiation, and the A|E CONSULTANT and the MUNICIPALITIES shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
- D. Additional Services: As provided in the Scope of Services, the total fee for all services within the anticipated scope of the Conceptual Design and Grant Applications phase of the project shall not exceed \$39,400, inclusive of expenses. Additional services not specifically identified in the Scope of Services shall be paid for by the MUNICIPALITIES in addition to the fees previously stated, provided the MUNICIPALITIES authorize such services in advance in writing. Additional services will be billed monthly as work progresses and invoices are due upon receipt.
- E. Standard of Care: In providing services under this Agreement, the A|E CONSULTANT shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the A|E CONSULTANT and by mutual agreement between the parties, the A|E CONSULTANT will without additional compensation, correct those services not meeting such a standard, and will reimburse the MUNICIPALITIES for the reasonable costs arising out of its failure to meet such standard.
- F. ADA Compliance: The Americans with Disabilities Act (ADA) provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to persons with disabilities. The MUNICIPALITIES acknowledge that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The A|E CONSULTANT, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The A|E CONSULTANT, however, cannot and does not warrant or guarantee that the OWNER's project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.
- G.
- H. Code Compliance: The A|E CONSULTANT shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of submission to building authorities. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the A|E CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
- I. Permits and Approvals: The A|E CONSULTANT shall assist the MUNICIPALITIES in applying for those permits and approvals normally required by law for projects similar to the one for which the A|E CONSULTANT's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the

construction documents, and other services normally provided by the A|E CONSULTANT and included in the scope of Basic Services of this Agreement. Any fees required for said permits shall be paid by A|E CONSULTANT.

- J. **Opinions of Probable Construction Cost:** In providing opinions of probable construction cost, the MUNICIPALITIES understands that the A|E CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the A|E CONSULTANT's opinions of probable construction costs are made on the basis of the A|E CONSULTANT's professional judgment and experience. The A|E CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the A|E CONSULTANT's opinion of probable construction cost.
- K. **Schedule for Rendering Services:** The A|E CONSULTANT shall prepare and submit for MUNICIPALITIES approval a schedule for the performance of the A|E CONSULTANT's services. This schedule shall include reasonable allowances for review and approval times required by the MUNICIPALITIES, performance of services by the MUNICIPALITIES' consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the MUNICIPALITIES, or for delays or other causes beyond the A|E CONSULTANT's reasonable control.
- L. **Ownership of Reports, Drawings and Other Materials:** The MUNICIPALITIES agree that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents and other materials produced by the A|E CONSULTANT in the course of and for the purpose of meeting this contract are the property of the A|E CONSULTANT, and shall remain in the possession of the A|E CONSULTANT. The MUNICIPALITIES shall have access to the above named material during normal business hours of the A|E CONSULTANT during and after completion of this contract. The MUNICIPALITIES may obtain copies of any of the above named material. Copies of electronic media may be obtained by the MUNICIPALITIES. (See Alteration and Reuse of CAD Information provision of this Agreement.) Such copies shall be provided at the A|E CONSULTANT's actual cost.
- In addition, the A|E CONSULTANT grants a perpetual, non-exclusive license to the MUNICIPALITIES, the FOTBST, and any entity that may be subsequently formed for such purposes (such as a trail council), to use any such material, including CAD Information, in connection with the construction, alteration, or maintenance of the Blue Star Trail.
- M. **Alteration and Reuse of CAD Information:** Because computer aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, the A|E CONSULTANT reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The MUNICIPALITIES may retain copies of the work performed by the A|E CONSULTANT in CAD form. Copies shall be for information and used by the MUNICIPALITIES for the specific purpose for which the A|E CONSULTANT was engaged. Said material shall not be used by the MUNICIPALITIES, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the A|E CONSULTANT's express written permission. Any unauthorized modification or reuse of the materials shall be at the MUNICIPALITIES' sole risk, and the MUNICIPALITIES agrees to defend, indemnify, and hold the A|E CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorneys fees arising out of the unauthorized modification of these materials.

- N. **Payment Terms:** Invoices will be submitted by the A|E CONSULTANT monthly, are due upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date. If payment in full is not received by the A|E CONSULTANT within sixty (60) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the Past Due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.
- O. **Payment Terms:** The parties acknowledge and agree that this Agreement (Proposal), and the services to be rendered by C2AE in accordance with it, are subject to those agreements for funding of the project attached as Exhibits A and B hereto, and that all three agreements must be read in a unified manner. Without limiting the foregoing, it is agreed that with regard to payment for C2AE's services, the MUNICIPALITIES shall not be responsible, individually or jointly, for the same and the Friends of the Blue Star Trail (FOTBST) shall be responsible to pay the reasonable fees for such services according to the terms of this Agreement. To this end, the contract shall be administered and interpreted consistent with the following:
- A|E CONSULTANT will issue detailed monthly invoices, which shall include sworn statements and lien waivers as required by Michigan law.
 - Upon approval by the Project liaison and the FOTBST, the FOTBST will authorize the Allegan County Community Foundation (ACCF) to pay the invoice from the FOTBST's account [or from a new account to be set up dedicated to the TCC Project].
 - Subject to the terms of this contract, the project liaison, as representative of the MUNICIPALITIES, may determine to suspend or halt the work of C2AE at any time.

If the FOTBST fails to make payments when due or otherwise is in breach of this Agreement, the A|E CONSULTANT may suspend performance of services upon five (5) calendar days' notice to the MUNICIPALITIES and FOTBST. The A|E CONSULTANT shall have no liability whatsoever to the MUNICIPALITIES for any costs or damages as a result of such suspension caused by any breach of this Agreement by the MUNICIPALITIES. Upon payment in full of the amount then owing by the MUNICIPALITIES/FOTBST, the A|E CONSULTANT shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the A|E CONSULTANT to resume performance.

- P. **Disputed Invoices:** If the MUNICIPALITIES or FOTBST object to any portion of an invoice, the MUNICIPALITIES/FOTBST shall so notify the A|E CONSULTANT in writing within 21 calendar days of receipt of the invoice. The MUNICIPALITIES/FOTBST shall identify in writing the specific cause of the disagreement and the amount in dispute and FOTBST shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within 21 calendar days after receipt of invoice by direct negotiation between the parties shall be resolved within 45 calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) shall be paid by the FOTBST on all disputed invoice amounts that are subsequently resolved in the A|E CONSULTANT's favor and shall be calculated on the unpaid balance from the due date of the invoice.
- Q. **Abandonment of Work:** If any work is abandoned or suspended, the A|E CONSULTANT shall be paid for services performed prior to receipt of written notice from the MUNICIPALITIES of abandonment or suspension.
- R. **Errors and Omissions Insurance:** The A|E CONSULTANT maintains an errors and omissions insurance policy as part of normal business practice. It shall provide a certificate of insurance within 14 days of execution of this Agreement, which shall name the MUNICIPALITIES and the FOTBST. The MUNICIPALITIES agree to limit the A|E CONSULTANT's liability to the MUNICIPALITIES and to all Construction Contractors and Subcontractors on the project due to the A|E CONSULTANT's negligent acts, errors, or omissions, such that the total aggregate liability of the A|E CONSULTANT to all those named shall not exceed the limits of its applicable insurance coverage.

- S. Indemnification: The A|E CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the MUNICIPALITIES and the FOTBST, their officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the A|E CONSULTANT's violation of the applicable standard of care under this Agreement and that of its subconsultants or anyone for whom the A|E CONSULTANT is legally liable.

The MUNICIPALITIES agree, to the fullest extent permitted by law, to indemnify and hold harmless the A|E CONSULTANT, its officers, directors, employees and subconsultants (collectively, A|E CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the MUNICIPALITIES' negligent acts in connection with the project and the acts of its contractors, subcontractors or consultants or anyone for whom the MUNICIPALITIES is legally liable.

Neither the MUNICIPALITIES nor the A|E CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

- T. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the MUNICIPALITIES nor the A|E CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the MUNICIPALITIES and the A|E CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- U. Full-Time Construction Observation: The A|E CONSULTANT will provide full-time project representation in order to observe the progress and quality of the work completed by the Contractor. Such observation is not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather is to allow the A|E CONSULTANT, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents.

The A|E CONSULTANT shall keep the MUNICIPALITIES informed about the progress of the work and shall endeavor to guard the MUNICIPALITIES against deficiencies in the work.

- V. Hazardous Materials: As used in this Agreement, the term *hazardous materials* shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

Both parties acknowledge that the A|E CONSULTANT's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event the A|E CONSULTANT or any other party encounters any hazardous or toxic materials, or should it become known to the A|E CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the A|E CONSULTANT's services, the A|E CONSULTANT shall promptly notify the MUNICIPALITIES and may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the MUNICIPALITIES retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

- W. Change Orders/Stop Work Orders: The A|E CONSULTANT and the MUNICIPALITIES agree that any construction contract change orders or stop work orders must be approved in writing in advance by the MUNICIPALITIES.
- X. Consultants and Subcontractors: A|E CONSULTANT shall provide its consultants and subcontractors with a maximum 10% mark-up. It shall require any such consultant or subcontractor to comply with the terms of this Agreement, to maintain a reasonable amount of professional liability insurance, and to indemnify and hold harmless the MUNICIPALITIES and the FOTBST.
- Y. Dispute Resolution: The MUNICIPALITIES agree that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for nonbinding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. Any party hereto may initiate mediation within the time allowed for filing per State law and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by all four of the parties hereto, and each of the four parties shall be entitled to send a representative to the mediation if they chose to do so.

If mediation fails to resolve the claim or dispute, any of the four parties hereto may file suit to in a court of competent jurisdiction.

- Z. Termination. This Agreement shall terminate when the Scope of Work is complete; however, this Agreement may be terminated before the Scope of Work is complete under any of the following circumstances:
- i. The MUNICIPALITIES may terminate this agreement at any time for convenience and without cause. In such case, A|E CONSULTANT shall be paid for services rendered prior to receipt of notice of termination.
 - ii. If the MUNICIPALITIES and A|E CONSULTANT mutually agree in writing, this Agreement may be terminated on the terms and dates so stated.
 - iii. If either party (i.e. the MUNICIPALITIES collectively or the A|E CONSULTANT) gives written notice to the other that such other party has substantially defaulted in the performance of any obligation under this Agreement and such default shall not have been cured within 30 days following the giving of such notice, this Agreement shall terminate on any future date specified in such notice.
 - iv. If A|E CONSULTANT files for protection from its creditors or for dissolution in any bankruptcy court or if any such action is filed against it by any creditor resulting in a bankruptcy court having jurisdiction over it, the MUNICIPALITIES may terminate this Agreement.
 - v. If A|E CONSULTANT violates any terms contained in any applicable grant agreement, or causes the MUNICIPALITIES to violate the terms contained in any applicable grant agreement, and such default shall not have been cured within 30 days following the giving of such notice, this Agreement shall terminate on such future date specified in the notice.

AA. Effect of Termination. Upon termination of this Agreement the parties shall not have any further obligation except for (i) obligations occurring prior to the date of termination, and (ii) obligations, promises or covenants made in this Agreement which are expressly made to extend beyond the terms of this Agreement. Upon receiving notice of termination not requested by or agreed to by A|E CONSULTANT, A|E CONSULTANT shall immediately discontinue all services (unless the notice directs otherwise) and deliver copies of all data, drawings, specifications, reports, estimates, summaries and such other materials it has accumulated in performing its obligations under this Agreement, whether completed or in the process. Unless the termination results from A|E CONSULTANT's default, breach or failure to perform according to this Agreement, an equitable adjustment shall be made in the compensation to be paid A|E CONSULTANT on a time and expense basis but no amount shall be paid on profit anticipated for services not yet performed by A|E CONSULTANT unless the termination results solely from the MUNICIPALITIES' default, breach or failure to perform according to the Agreement. This adjustment shall be calculated based on an accounting provided by A|E CONSULTANT to the MUNICIPALITIES of hours expended for services performed and direct costs incurred but not yet billed as of the date of termination (but shall not include work not yet performed) and shall use as a basis the A|E CONSULTANT's standard rates; however, such payments shall not exceed the amount listed for that task as set forth in the Scope of Work Conceptual Design & Grant Applications Paragraph.

C2AE

Authorized Signature:

Printed Signature:

Date:

Authorized Signature:

Printed Signature:

Date:

City of Saugatuck

Authorized Signature:

Printed Signature:

Date:

City of the Village of Douglas

Authorized Signature:

Printed Signature:

Date:

Saugatuck Township

Authorized Signature:

Printed Signature:

Date:

Authorized Signature:

Printed Signature:

Date:

**AGREEMENT
FOR PAYMENT OF CERTAIN ENGINEERING SERVICES FOR
THE NORTH SECTION OF THE BLUE STAR TRAIL**

This AGREEMENT (“Agreement”) is entered into by and among Saugatuck Township, 3461 Blue Star Hwy. P.O. Box 100, Saugatuck, MI 49453, the City of Saugatuck, 102 Butler St., Saugatuck, MI 49453, the City of the Village of Douglas, PO Box 757, 86 W. Center St., Douglas, MI 49406-0757 (collectively the “Municipalities” and individually a “Municipality”), and the Friends of the Blue Star Trail (“FOTBST”), a 501(c)(3) non-profit organization incorporated in the State of Michigan.

RECITALS

WHEREAS the mission of the FOTBST is the charitable purpose of advocating for the development and continuance of the Blue Star Trail from South Haven to Saugatuck (“Trail”); and

WHEREAS the Municipalities have supported the Trail and in 2019-20 each passed a Joint Resolution that reaffirmed their support for the Trail and for pursuing construction of the Trail through their territories (the “Project”), including creation of a Joint Tri-community Study Committee (“TCC”); and

WHEREAS the Municipalities have entered into an interlocal agreement, pursuant to Act 7, MCL 124.501 et seq., to jointly pursue the Project through the authority granted by Act 7, wherein the Municipalities appointed Ryan Heise (Saugatuck City Manager) as Project Liaison; and

WHEREAS the TCC has selected the engineering firm of Capital Consultants, Inc. d/b/a C2AE of Grand Rapids, MI (“C2AE”), to perform the engineering work on the Project, and the Municipalities have negotiated a contract with C2AE for the first phase of the Project, a copy of which has been provided to FOTBST; and

WHEREAS the FOTBST has agreed to pay the reasonable fees of C2AE related to the first phase of the Project and the Municipalities shall not be obligated to pay C2AE; and

WHEREAS each Municipality, pursuant to resolution of its governing body, is authorized to execute and deliver this Agreement.

CORE TERMS

NOW, THEREFORE, the parties agree as follows:

1. **Payments.** Upon execution by the Municipalities of their approved contract with C2AE, attached as Exhibit A, FOTBST agrees to pay the reasonable fees of C2AE for the scope of work described in that contract, according to the terms set forth in that contract and consistent with this Agreement.
2. **Work Changes.** Subject to 3.h., any changes in the scope of work to be provided by C2AE or any additional charges under its contract must be approved in writing by the Project Liaison, in consultation with the TCC and the chief administrative officer for each municipality in which the affected portion of the trial is located. To be eligible for payment by FOTBST such additional work or charges must also be approved by FOTBST.
3. **Processing.** The contract shall be administered and interpreted consistent with the following:
 - a. FOTBST represents that it has sufficient funds on account with the Allegan County Community Foundation (ACCF) to pay the amount of the C2AE contract (\$39,400). Upon execution of this Agreement and the C2AE contract, the ACCF will so confirm by letter to the Project Liaison, the Municipalities and C2AE.
 - b. C2AE will issue monthly invoices according to the terms of its contract.
 - c. Upon approval by the Project Liaison and the FOTBST, the FOTBST will authorize the ACCF to pay the invoice from the FOTBST's account.
 - d. Subject to the terms of the contract with C2AE, the Project Liaison in consultation with the TCC or, if it has dissolved, the Municipalities, and the FOTBST may determine to suspend or halt the work of C2AE at any time.
4. **Participation of FOTBST.** In consideration of its role in funding the Project, the FOTBST shall be entitled to:
 - a. Provide to C2AE, directly or through the TCC liaison, relevant information about past efforts to build the Trail;
 - b. Receive adequate notice of and the right to attend all substantive meetings with C2AE, its consultants or subcontractors, or any stakeholder regarding the Project;
 - c. Approve any change in the scope of work or any additional services requested from C2AE;
 - d. Review and comment upon all grant applications a reasonable time before submission; and
 - e. Evaluate and approve all conceptual designs.
5. **Municipalities' Obligation to Cooperate.** The Municipalities agree to cooperate in a timely fashion with C2AE and FOTBST regarding the scope of work, including the provision of information as requested, prioritization of staff time for this project, and making of decisions.
6. **Termination.** FOTBST may terminate this agreement at any time, for any of the reasons enumerated in paragraph ___ of the Municipalities' contract with C2AE.

[Reinstate following paragraph]

7. Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter hereof, except as expressly stated herein.
8. No Presumption. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted.
9. Severability of Provisions. If any provision of this Agreement, or its application to any Person or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected but will be enforced to the extent permitted by law.
10. Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan without regard to the doctrine of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.
11. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement. They are solely for convenience of reference and do not affect this Agreement's interpretation.
12. Terminology. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.
13. Cross-References. References in this Agreement to any Article include all Sections, subsections, and paragraphs in the Article; references in this Agreement to any Section include all subsections and paragraphs in the Section.
14. Jurisdiction and Venue. In the event of any dispute between the Parties over the meaning, interpretation or implementation of the terms, covenants or conditions of this Agreement, the matter under dispute, unless resolved between the parties, shall be submitted to the courts of the State of Michigan.
15. Amendment. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement of all Parties. In the event that an amendment to this Agreement or alternative form of Agreement is approved by less than all Parties, any Party which has not approved of the amendment or alternative form of Agreement may withdraw from the Agreement.
16. Execution of Agreement; Counterparts. Each Party shall duly execute three (3) counterparts of this Agreement, each of which (taken together) is an original but all of which constitute one instrument.

(Remainder of page left intentionally blank.)

IN WITNESS WHEREOF, this Agreement is executed by each Party on the date hereafter set forth.

CITY OF THE VILLAGE OF DOUGLAS

WITNESS:

_____ BY: DATE: _____

By: _____

Its: _____

By: _____

BY:

Its: _____

DATE: _____

CITY OF SAUGATUCK

WITNESS:

_____ BY: DATE: _____

By: _____

Its: _____

By: _____

BY:

Its: _____

DATE: _____

SAUGATUCK TOWNSHIP

WITNESS:

_____ BY: DATE: _____

By: _____

Its: _____

By: _____

BY:

Its: _____

DATE: _____

FRIENDS OF THE BLUE STAR TRAIL

WITNESS:

_____ BY: DATE: _____

By: _____

Its: _____

BY: _____

Its: _____

DATE: _____



14B

From: Ryan Heise
Meeting Date: April 22, 2021
Regarding: EGLE Letter and KLSWA Response

Description:

A letter from the Department of Environment, Great Lakes, and Energy (EGLE) was received by: Laketown Township, Saugatuck Township, City of Saugatuck, the City of The Village of Douglas and Kalamazoo Lake Sewer Water Authority (KLSWA). The letter was regarding various deficiencies noted in the sewer and water system that provides service (or partial service) to the municipalities. KLSWA has been in contact with EGLE regarding the corrective actions necessary to alleviate the concerns they presented.

KLSWSA has a draft letter which is contained in this packet (water supply corrective action plan) which proposes to address remaining concerns and present a solution to management and operations deficiencies. A few key areas to bring to the attention of Council are:

1. The proposed corrective action plan includes a hybrid ownership approach. The municipalities would need to enter into an agreement with KLSWA to clearly delineate ownership and maintenance responsibilities. KLSWA will request two years to complete this agreement.
2. The city will need to produce an assessment management plan (AMP) to submit to EGLE. This plan will determine asset ownership and will need to be supported by a financial management plan. To my knowledge the City of Saugatuck nor KLSWA have established a fund for long-term capital improvements and replacement.

Committee / Commission Review: KLSWA

Budget Action Required: Funding the Asset Management Plan study will need to be part of the budget discussion.

Legal Review: None by City of Saugatuck

Possible Motion: Grant authority to the Administrator to execute the corrective action plan to be submitted to EGLE.

CORRECTIVE ACTION PLAN

Water Supply System

Kalamazoo Lake Sewer Water Authority

APRIL 2021

I. Introduction

This Corrective Action Plan (“CAP”) has been prepared to address the deficiencies identified and recommendations made in the Partial Sanitary Survey of the Kalamazoo Lake Sewer Water Authority (“KLSWA” or the “Authority”). In a letter dated January 11, 2021 addressed to the Authority and the managers of the Authority’s three constituent municipalities (the City of Saugatuck, Township of Saugatuck, and the City of the Village of Douglas (collectively, the “Constituent Municipalities”)), the Department of Environment, Great Lakes, and Energy (EGLE) outlined each deficiency and recommended action. This document is intended to outline the mitigative measures already taken and the future actions to be carried out by KLSWA and the Constituent Municipalities with regard to each deficiency and recommendation.

KLSWA was established by the Constituent Municipalities under the provisions of Act 233 of the Public Acts of Michigan of 1955, as amended (“Act 233”). The Authority is governed by a five-person Commission established in accordance with Act 233 and the Authority’s Articles of Incorporation. The Commission is comprised of representatives of appointees that are appointed by the legislative bodies of the Constituent Municipalities.

The KLSWA provides sanitary sewer and water service within the three Constituent Municipalities, as well as in the Township of Laketown (“Laketown Township”). Laketown Township receives service through various contractual arrangements, but is not a constituent municipality of the KLSWA under Act 233 or the Authority’s Articles of Incorporation.

Each of the deficiencies and recommendations from the January 11, 2021 letter are discussed below.

II. Deficiency No. 1 (D1): Financial and Managerial Capacity

A. Deficiency Noted

EGLE’s evaluation of KLSWA has revealed issues with “ownership accountability, defined authority between owners and managers/operators, and fiscal management and revenue sourcing.” As noted by EGLE, the current contractual arrangement between the Authority and the Constituent Municipalities with respect to water service establishes authority for daily operations and maintenance of facilities and does not include a “structure for capital improvements, long term asset management, authority for cross connection inspections, or other items necessary for the long-term management of a water supply.”

In the January 11, 2021 letter, EGLE outlines three possible options for the Authority and the Constituent Municipalities with respect to addressing the Authority’s financial and managerial capacity, including: (1) ownership and operation of all water systems assets located in the Constituent Municipalities by the Authority; (2) ownership, operation and maintenance of water system components in each Constituent Municipality by the respective Constituent Municipality; or (3) an “improved hybrid approach,” whereby the individual Constituent Municipalities continue to own their respective water systems, subject to a “clear approach” between the Constituent Municipalities and the Authority with respect to financial management of the systems including “an adequate rate structure and asset management plan for each unit of government.”

B. Corrective Action Proposed

After numerous discussions with representatives of the Constituent Municipalities, KLSWA has elected to implement an improved hybrid approach, discussed above, to address the stated financial and managerial capacity deficiencies. The Authority will work with the Constituent Municipalities to develop, adopt, and implement a new water service agreement between the Authority and the Constituent Municipalities to address ownership, operation, maintenance, repair, replacement and capital improvements to the water system serving the Constituent Municipalities. The Authority estimates that such an agreement will be adopted and effective within the 24 months.

Further, while KLSWA has already supplied an asset management plan (AMP) to EGLE (transmitted to EGLE on March 12, 2020), KLSWA will encourage the Constituent Municipalities to similarly prepare and submit an AMP and associated capital improvement plans for the water system assets located within their respective municipality to EGLE over the next 9-12 months.

III. Deficiency No. 2 (D2): Distribution System (Reliability Study)

A. Deficiency Noted

There is no updated Reliability Study from KLSWA. The update is now considered overdue and needs to be completed as soon as possible.

B. Corrective Action Taken

KLSWA submitted a draft of the Reliability Study to EGLE on February 10, 2021.

IV. Deficiency No. 3 (D3): Distribution System (Cross Connection Control Program)

A. Deficiency Noted

KLSWA does not have an updated cross connection control program on file with EGLE.

B. Corrective Action Proposed

The KLSWA and its Constituent Municipalities will develop an updated cross connection control program by January 1, 2022. Under that program, the Constituent Municipalities will enforce the cross connection control program at the direction of the KLSWA. The cross connection control program will be embodied in standard and uniform ordinances adopted by the Constituent Municipalities and the water service agreement to be entered into by the Authority and the Constituent Municipalities.

V. Deficiency No. 4 (D4): Management and Operations

A. Deficiency Noted

KLSWA must develop a backup operations plan that enables the authority to continue necessary daily operational duties when the operator in charge is not available. EGLE provided the requisite form for providing the backup operations plan.

B. Corrective Action Taken

KLSWA completed and submitted the required form to EGLE on March 1, 2021.

VI. Recommendation No. 1 (R1): Looping the Distribution System

A. Recommended Action

EGLE recommends looping the water system to resolve issues created by five dead ends in the distribution system.

B. Corrective Action Taken

KLSWA routinely provides recommendations to the Constituent Municipalities with respect to opportunities to loop existing water infrastructure where financially, geographically and legally possible. The KLSWA will continue to make such recommendations through future reliability studies. The Authority's current and past Reliability Studies have identified those areas where looping of water system infrastructure should be considered and implemented.

VII. Recommendation No. 2 (R2): Cross Connection

A. Recommended Action

EGLE recommends phasing-in residential cross connection inspection on the sites that pose high risk, such as sites with irrigation systems and pools.

B. Corrective Action Proposed

KLSWA will phase in residential inspections as recommended.

VIII. Recommendation No. 3 (R3): Bacteriological Site Sampling Plan

A. Recommended Action

EGLE recommends that the contacts in the bacteriological site sampling plan be updated.

B. Corrective Action Taken

KLSWA has updated and submitted to the EGLE the bacteriological site sampling plan as of March 16, 2021.

IX. Recommendation No. 4 (R4): Emergency Response Plan

A. Recommended Action

EGLE recommends that the contacts in the Emergency Response Plan be updated.

B. Corrective Action Taken

KLSWA has updated and submitted the updated contact information as of March 16, 2021.

X. Conclusion

The foregoing corrective action plan is submitted to EGLE in response to its letter dated of January 11, 2021 on behalf of the Authority and the Constituent Municipalities.

Dated: April 27, 2021

Respectfully submitted,

Kalamazoo Lake Sewer Water Authority:

City of the Village of Douglas:

By: Daryl Van Dyke
Its: Manager

By: Rich LaBombard
Its: City Manager

City of Saugatuck:

Township of Saugatuck:

By: Ryan Heise
Its: City Manager

By: Joe Frey
Its: Township Manager



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY

KALAMAZOO DISTRICT OFFICE



LIESL EICHLER CLARK
DIRECTOR

January 11, 2021

VIA EMAIL AND U.S. MAIL

Mr. Daryl VanDyke
Kalamazoo Lake Sewer Water Authority
6449 Old Allegan Rd
Saugatuck, Michigan 49453

WSSN: 03525
County: Allegan

Ms. Karen Doyle Homan, Interim City Manager
City of Saugatuck
PO Box 86
Saugatuck, Michigan 49453

Mr. Rich LaBombard, City Manager
The City of The Village of Douglas
PO Box 757
Douglas, Michigan 49406

Ms. Cindy Osman, Supervisor
Saugatuck Township
PO Box 100
Saugatuck, Michigan 49453

Mr. Al Meshkin, Manager
Laketown Township
4338 Beeline Road
Holland, Michigan 49423

Dear Mr. VanDyke, Ms. Doyle Homan, Mr. LaBombard, Ms. Osman, and Mr. Meshkin:

SUBJECT: Kalamazoo Lake Sewer Water Authority Water System Sanitary Survey
(Survey)

This letter confirms the Michigan Department of Environment, Great Lakes, and Energy (EGLE) staff phone calls on April 30, 2020, and August 4, 2020, with Mr. Daryl VanDyke, Kalamazoo Lake Sewer Water Authority (KLSWA), to conduct a Partial Sanitary Survey of KLSWA and to present the final findings, discuss areas for improvement, and identify timelines for corrective action where appropriate. The purpose of a Partial Sanitary Survey (Survey) is to evaluate the water supply system with respect to the requirements of the Michigan Safe Drinking Water Act, 1976 PA 399, as amended (Act 399). It is also an opportunity to update EGLE's records, provide technical assistance, and identify potential risks that may adversely affect drinking water quality. Enclosed, is a copy of the Survey for your reference.

Since the last Survey, EGLE acknowledges that KLSWA has completed the following water facility improvements and operations:

1. Developed a GIS system for the distribution system.
2. Performed a routine tank inspection in 2018.

The following table summarizes EGLE’s final findings from the Survey of the water system:

Survey Element	Findings
Source	Not Reviewed
Treatment	Not Reviewed
Distribution System	Deficiencies Identified
Finished Water Storage	Not Reviewed
Pumps	Not Reviewed
Monitoring & Reporting	Recommendations Made
Management & Operations	Deficiencies Identified
Operator Compliance	No deficiencies/ recommendations
Security	Recommendations Made
Financial	No deficiencies/recommendations
Other	No deficiencies/recommendations

Deficiencies:

Deficiencies indicate non-compliance with one or more Act 399 requirements, which include defects in a water system’s infrastructure, design, operation, maintenance, or management that cause, or may cause, interruptions to the “multiple barrier” protection system and adversely affect the system’s ability to produce safe and reliable drinking water in adequate quantities.

During the Survey, four deficiencies were identified and are listed below:

D1. Financial and Managerial Capacity:

Managerial Capacity is the ability of a water system to conduct its affairs in a manner enabling the system to achieve and maintain compliance with SDWA requirements. Managerial capacity refers to the system’s institutional and administrative capabilities. Key areas of concern when evaluating managerial capacity include ownership

Mr. Daryl VanDyke

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accountability; the overall organizational structure of the system; defined lines of authority and responsibility between owners, managers, operators, and customers; operator training and certification; managerial and decision-making processes; and appropriate experience and expertise of managerial personnel.

Financial Capacity refers to a water system's ability to acquire and manage sufficient financial resources to allow the system to achieve and maintain compliance with SDWA requirements. Key areas of concern when evaluating financial capacity include reliable cost and revenue projections that demonstrate revenue sufficiency, and sound fiscal management and control policies and procedures.

EGLE's evaluation of KLSWA has revealed issues with ownership accountability, defined authority between owners and managers/operators, and fiscal management and revenue sourcing.

EGLE understands that KLSWA operates and maintains the water supply facilities, and the individual units of government have retained ownership of the water supply facilities within their jurisdictional boundaries. Therefore, the owner of the water supply facilities is not maintaining their own facilities; KLSWA is serving as a contract operator with additional authority to make operation and maintenance decisions and repairs. This agreement only establishes authority for daily operations and maintenance of facilities, and does not include a structure for capital improvements, long term asset management, authority for cross connection inspections, or other items necessary for the long term management of a water supply.

If these documents are in place, please provide them to our office no later than **February 28, 2021**. If these documents have not been established, please provide a corrective action plan no later than **April 30, 2021**. The corrective action plan can take one of three paths:

1. Sale of all water supply facilities in each jurisdiction to the KLSWA, such that one entity owns, operates and maintains the water system, and carries the full weight of responsibility for meeting all of the requirements of the Michigan Safe Drinking Water Act.
2. Each unit of government owns, operates and maintains their own infrastructure and carries the weight of meeting all of the requirements of the Michigan Safe Drinking Water Act for their own facilities. Daryl VanDyke can still serve as certified operator for each unit of government, but each one would have their own water supply serial number (WSSN)
3. An improved hybrid approach. If the units of government wish to retain ownership of the water supply facilities in their respective jurisdiction, there needs to be a clear approach to the authority of each entity and a financial instrument which includes an adequate rate structure and asset management plan for each unit of government.

D2. Distribution system

Mr. Daryl VanDyke

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R 325.11203; Study of water supply requirements for type I public water supply; proposal for compliance.

Rule 1203 (2): *The study required by subrule (1) of this rule shall be based on 5-year and 20-year projections of water use by the public water supply. The study shall be updated every 5 years unless the owner demonstrates that water use projections are stable and this requirement is waived by the department.*

Review of the files has shown that there is no updated Reliability Study from KLSWA. The update is now considered overdue and needs to be completed as soon as possible.

At a minimum, the information presented in this study shall include all of the following:

- (a) Basic planning data, including current population, number of service connections, and equivalent residential units.
- (b) Sufficient water production and consumption data to identify trends for both 5-year and 20-year planning periods, including the following elements:
 - (i) The present and projected average daily demand.
 - (ii) The present and projected maximum daily demand. Page 271 *Courtesy of Michigan Administrative Rules*
 - (iii) The present and projected maximum hourly demand.
 - (iv) The present and projected peak instantaneous demand for systems using hydropneumatic storage.
 - (v) The present and projected fire flow demand.
 - (vi) The basis of demand projections.
 - (vii) Monthly and annual production totals for each source, including water purchased from another public water supply.
 - (viii) Annual usage totals for water supplied to other public water supplies.
 - (ix) Annual usage totals for each customer class as determined by the public water supply.
- (c) A water shortage response plan for emergencies.

D3. Distribution system

R. 325.11404; Local cross connection control programs.

Rule 1404 (1): *A type 1 public water supply shall develop a comprehensive control program for the elimination and prevention of all cross connections.*

KLSWA does not have an updated cross connection control program on file with EGLE. It has been noted that getting a common standardized cross connection control program between the three communities has not occurred yet. Having a standardized cross connection control program is imperative to protect the public health and potable water. As a result, all three communities must come together with KLSWA and develop a common cross connection control program. At a minimum, the program shall include:

- a. A complete description of the method of administering the program, including the designation of inspection and enforcement agency or agencies. The local authority for implementation of the program shall be indicated, preferably by ordinance

Mr. Daryl VanDyke

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- b. A time schedule for inspection and reinspection of all water supply customers' premises for possible cross connections. The periodic reinspection shall be to ascertain if safe air gaps or required backflow preventers are in place.
- c. A description of the methods and backflow preventers, as approved by the department, used to protect the public water supply.
- d. A time schedule for the testing of all testable backflow preventers. The schedule contained in the program shall require testing at least once every three years. Backflow preventers installed on lawn irrigation systems with no chemical treatment may be tested once every five years if specified within the approved local cross connection control program.
- e. A description of the time allowed for a customer to complete necessary corrections.
- f. A description of the record keeping methods.

D4. Management and operations:

R.325.11905 Certifications of operators.

Rule (9) A waterworks system shall have in place a plan for proper operation of the waterworks system when the operator in charge is not available.

A backup operations plan allows KLSWA to develop a formal plan to continue necessary daily operational duties when the operator in charge is not available. **Please submit a copy of the backup operations plan by February 28, 2021.** A copy of the backup operations plan form is attached with this letter.

Unless otherwise noted, please provide a written notice detailing what steps will be taken to address the deficiencies above by **February 28, 2021**.

Recommendations:

Recommendations are suggestions the public water supply should consider, to enhance its operations and services, and to avoid future deficiencies.

During the Survey, the following recommendations were identified:

R1. Looping the distribution system

During the phone conversation it was noted that there are five dead ends in the distribution system. It was noted that these dead ends do cause occasional problems. EGLE recommends thinking about plans to potentially loop the water system to remedy this issue.

R2. Cross connection

During the phone conversation, it was noted that KLSWA will start phasing in residential inspections. Currently they perform mostly commercial/ industrial cross connection inspection. EGLE recommends phasing-in residential cross connection inspections on sites that pose high risks, such as sites with irrigation systems and pools.

Mr. Daryl VanDyke

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R3. Bacteriological Site Sampling Plan

The contacts on the bacteriological site sampling plan needs to be updated with Mohit Varma as the district engineer, Stacy Wilson as the water quality analyst, and John Karnes as the RTCR specialist.

R4. Emergency Response Plan

The contacts on the Emergency Response Plan needs to be updated with Mohit Varma as the district engineer and Stacy Wilson as the water quality analyst.

Please provide a written notice by **February 28, 2021**, detailing what steps will be taken to address the deficiencies and recommendations above.

Additionally, EGLE still needs to complete a physical inspection of the water system facilities (wells, treatment facilities, etc.). I will be contacting Mr. VanDyke to schedule the inspection.

If you have any questions, please feel free to contact me at the phone number listed below, or by email at varmam@michigan.gov.

Sincerely,



Mohit Varma, District Engineer
Drinking Water and Environmental Health
Division
Kalamazoo District Office
269-762-3694

MV:ne

Enclosure(s)

Kirk Harrier, Manager of City of Saugatuck
Albert Meshkin, Manager of Laketown Township
Griffin Graham, Manager of Saugatuck Township
Rich Labombard, Manager of City of Douglas

cc/enc:

SDWIS Basic Data
SDWIS Source Facilities
SDWIS Facilities Sources
SDWIS Facilities Others
Sanitary Survey Summary
Backup Operations Plan



14C

From: Ryan Heise
Meeting Date: April 22, 2021
Regarding: Preliminary Budget Discussion

Description:

Recommended budget process and timeline:

- Present at workshop 4.22.2021- limited discussion.
- Meet with 1 or 2 council members in council chambers between 4.23.2021 & strategic training on 5.20.2021. - detailed discussion.
- Discuss projects for 2022 budget in strategic planning meeting. - ranking discretionary budget expenses.
- Discuss with whole council on workshop 6.10.21
- Public hearing scheduled for 6.28.21 and final approval.
- Current draft has non-discretionary spending allocated to the cost centers. The discretionary spending in General Fund & Streets Funds are presented for discussion.

Committee / Commission Review: N/A

Budget Action Required: None

Legal Review: N/A

Possible Motion: Informational Item

04/21/2021

BUDGET REPORT FOR CITY OF SAUGATUCK

Calculations as of 04/30/2021

GL NUMBER	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 04/30/21	2021-22 REQUESTED BUDGET
ESTIMATED REVENUES						
Dept 000						
101-000-402.000	REAL PROPERTY TAXES	1,761,521	1,844,202	1,866,000	1,891,534	1,940,000
101-000-403.000	PERSONAL PROPERTY TAXES	24,076	20,584	23,500	28,195	27,000
101-000-445.000	PENALTIES & INTEREST	12,976	8,890	8,000	12,907	9,000
101-000-447.000	ADMINISTRATION FEE	77,149	81,881	80,000	85,531	82,000
101-000-478.000	PERMIT FEES	20,668	21,612	14,000	27,139	14,000
101-000-528.000	OTHER FEDERAL GRANTS			2,714	2,714	
101-000-574.000	REVENUE SHARING	90,181	88,560	72,000	50,445	89,000
101-000-577.000	LIQUOR LICENSE FEES	9,859	12,014	11,800	12,031	12,000
101-000-579.000	GRANTS RECEIVED	41,316	127,149			
101-000-607.000	FRANCHISE FEES	42,610	42,677	38,000	22,503	39,000
101-000-614.000	SCHOOL TAX COLLECTION FEE	3,204	3,212	3,204	3,204	3,200
101-000-615.000	PARKING LOT FEES	17,046	11,037	10,000	7,720	10,000
101-000-650.000	CHAIN FERRY FEES	24,980				
101-000-651.000	OVAL BEACH FEES	475,779	628,319	525,000	463,445	475,000
101-000-652.000	OVAL CONCESSION	121,267	107,881	50,000	46,883	50,000
101-000-653.000	BOAT RAMP FEES	2,538	1,247	700		250
101-000-654.000	GAZEBO FEES	1,500	1,000	1,500	3,500	1,500
101-000-655.000	POLICE & ORDINANCE FEES	6,053	7,184	3,500	3,111	3,500
101-000-665.000	INTEREST EARNED	66,422	71,083	15,000	475	10,000
101-000-667.000	STREET END & PROPERTY FEES	23,371	35,141	20,000	26,468	25,000
101-000-670.000	BOAT SLIP FEES	19,831	17,156	17,000	20,432	18,000
101-000-674.000	MISC DONATIONS & INCOME	11,746	32,932	11,000	24,894	1,000
101-000-682.000	USE TAX & ELECTION FEES	16,964	23,280	12,000	11,702	15,000
Totals for dept 000 -		2,871,057	3,187,041	2,784,918	2,744,833	2,824,450
TOTAL ESTIMATED REVENUES		2,871,057	3,187,041	2,784,918	2,744,833	2,824,450

04/21/2021

BUDGET REPORT FOR CITY OF SAUGATUCK

Calculations as of 04/30/2021

GL NUMBER	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 04/30/21	2021-22 REQUESTED BUDGET
APPROPRIATIONS						
Dept 101 - COUNCIL						
101-101-702.000	SALARY	7,900	7,600	8,600	7,013	8,600
101-101-720.000	FRINGE BENEFITS	679	999	860	561	1,000
101-101-801.000	CONTRACTUAL SERVICES	2,392	2,005	16,000	14,744	2,100
101-101-803.000	LEGAL FEES	18,000	29,996	20,000	17,670	25,000
101-101-831.000	CEMETERY FEES			5,834	5,834	6,000
101-101-860.000	EDUCATIONAL TRAINING		2,308	5,500	554	3,500
101-101-882.000 * *	EVENTS/SERVICES	4,898	5,471	6,600	1,500	6,600
101-101-900.000	PRINTING & PUBLISHING	15		250	580	600
101-101-908.000	DUES & PUBLICATIONS	924	946	1,000	994	1,000
101-101-913.000	INSURANCE	2,300	2,500	2,500	2,000	2,500
Totals for dept 101 - COUNCIL		37,108	51,825	67,144	51,450	56,900
* NOTES TO BUDGET: DEPARTMENT 101 COUNCIL						
882.000	EVENTS/SERVICES					3,000
	FIREWORKS					1,000
	4TH JULY INTERURBAN					1,500
	GARDEN CLUB					200
	ART CLUB					
	ACCOUNT '882.000' TOTAL					5,700
	DEPT '101' TOTAL					5,700

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BUDGET REPORT FOR CITY OF SAUGATUCK

Calculations as of 04/30/2021

GL NUMBER	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 04/30/21	2021-22 REQUESTED BUDGET
Dept 173 - CITY ADMINISTRATION						
101-173-702.000 * *	SALARY/WAGES	101,649	107,691	109,000	102,472	132,000
101-173-720.000	FRINGE BENEFITS	40,477	41,657	41,000	27,134	60,000
101-173-727.000	OFFICE SUPPLIES	1,362	1,042	1,500	893	1,500
101-173-801.000 * *	CONTRACTUAL SERVICES	14,049	16,507	26,000	52,360	26,000
101-173-802.000	AUDIT	9,850	9,850	10,000	9,950	10,100
101-173-803.000	LEGAL FEES	15,281	19,999	20,000	17,818	25,000
101-173-850.000	TELEPHONES	1,434	1,744	2,500	1,398	2,500
101-173-860.000	EDUCATIONAL TRAINING	24	15	3,000	46	3,000
101-173-900.000	PRINTING & PUBLISHING		46	100	172	200
101-173-910.000	INSURANCE	2,000	2,100	2,100	2,000	2,200
101-173-970.000	CAPITAL OUTLAY		1,500	1,500	1,938	2,000
Totals for dept 173 - CITY ADMINISTRATION		186,126	202,151	216,700	216,181	264,500
* NOTES TO BUDGET: DEPARTMENT 173 CITY ADMINISTRATION						
702.000	SALARY/WAGES					26,000
	FORMER MANAGER PTO					
801.000	CONTRACTUAL SERVICES					14,000
	COPIER LEASE & COMPUTER SERVICES MONTHLY					
	DEPT '173' TOTAL					40,000
Dept 215 - CITY CLERK						
101-215-702.000	SALARY/WAGES	53,132	76,563	56,000	32,466	54,000
101-215-720.000	FRINGE BENEFITS	33,183	48,999	25,500	13,687	25,500
101-215-727.000	OFFICE SUPPLIES	957	1,041	1,000	1,017	1,200
101-215-801.000	CONTRACTUAL SERVICES	228	235	250	942	500
101-215-803.000	LEGAL FEES	655	642	500	498	500
101-215-820.000	ELECTIONS	6,136	5,299	12,500	8,499	12,500
101-215-850.000	TELEPHONES	492	451	625	407	650
101-215-860.000	EDUCATIONAL TRAINING	778	477	3,000	209	3,000
101-215-900.000	PRINTING & PUBLISHING		20	500	280	500
101-215-970.000	CAPITAL OUTLAY	960		4,000	3,537	1,500
Totals for dept 215 - CITY CLERK		96,521	133,727	103,875	61,542	99,850

04/21/2021

BUDGET REPORT FOR CITY OF SAUGATUCK

Calculations as of 04/30/2021

GL NUMBER	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 04/30/21	2021-22 REQUESTED BUDGET
Dept 253 - CITY TREASURER						
101-253-702.000	SALARY/WAGES	69,325	70,837	72,000	58,691	80,000
101-253-720.000	FRINGE BENEFITS	35,071	40,998	27,500	22,089	30,000
101-253-727.000	OFFICE SUPPLIES	2,486	2,457	2,500	1,822	2,500
101-253-801.000 * *	CONTRACTUAL SERVICES	3,085	3,821	4,000	2,060	4,000
101-253-803.000	LEGAL FEES			1,000	118	1,000
101-253-850.000	TELEPHONE	487	447	700	407	700
101-253-860.000	EDUCATIONAL TRAINING	1,828	1,488	2,000	1,020	2,000
101-253-900.000	PRINTING & PUBLISHING	25	56	500	150	500
101-253-913.000	INSURANCE	700	1,000	1,000	800	1,000
101-253-970.000	CAPITAL OUTLAY	2,186	1,000	1,000		1,000
Totals for dept 253 - CITY TREASURER		115,193	122,104	112,200	87,157	122,700
* NOTES TO BUDGET: DEPARTMENT 253 CITY TREASURER						

801.000	CONTRACTUAL SERVICES					4,000
	BSA SOFTWARE MAINTENANCE					
	DEPT '253' TOTAL					4,000

Dept 257 - ASSESSING						
101-257-702.000	SALARY	700	1,200	1,350	1,000	1,350
101-257-720.000	FRINGE BENEFITS	54	92	175	77	125
101-257-727.000	OFFICE SUPPLIES	1,140	1,193	1,200	436	1,200
101-257-801.000 * *	CONTRACTUAL SERVICES	31,438	32,322	34,500	27,740	36,000
101-257-804.000	BOARD OF REVIEW	170	282	300	242	300
101-257-807.000	TRIBUNAL CHARGEBACKS	2,015	270	3,000	15,246	3,000
101-257-850.000	TELEPHONES	492	451	650	376	650
101-257-860.000	EDUCATIONAL TRAINING	210	246	3,000	594	1,500
101-257-900.000	PRINTING & PUBLISHING	785	126	500	105	500
101-257-970.000	CAPITAL OUTLAY			1,000	235	1,000
Totals for dept 257 - ASSESSING		37,004	36,182	45,675	46,051	45,625
* NOTES TO BUDGET: DEPARTMENT 257 ASSESSING						

801.000	CONTRACTUAL SERVICES					36,000
	ASSESSOR CONTRACT					
	DEPT '257' TOTAL					36,000

04/21/2021

BUDGET REPORT FOR CITY OF SAUGATUCK

Calculations as of 04/30/2021

GL NUMBER	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 04/30/21	2021-22 REQUESTED BUDGET
Dept 265 - CITY HALL						
101-265-702.000	SALARY/WAGES	4,974	4,214	8,000	5,072	8,000
101-265-720.000	FRINGE BENEFITS	6,924	7,999	8,000	2,501	8,000
101-265-730.000	SUPPLIES	484	630	650	625	650
101-265-801.000	CONTRACTUAL SERVICES	3,989	2,163	3,500	2,242	3,500
101-265-850.000	TELEPHONE	480	680	500	172	500
101-265-900.000	PRINTING & PUBLISHING			150		150
101-265-913.000	INSURANCE	1,150	1,200	1,200	1,000	1,200
101-265-920.000	UTILITIES	4,002	4,205	4,400	3,159	4,400
101-265-930.000	REPAIRS & MAINTENANCE	2,000	1,095	2,000	787	2,000
101-265-946.000	EQUIPMENT RENTAL	668	650	750	415	750
101-265-970.000	CAPITAL OUTLAY			150,000		
Totals for dept 265 - CITY HALL		24,671	22,836	179,150	15,973	29,150
Dept 301 - SHERIFF						
101-301-702.000	WAGES DEPUTIES	308,709	308,709	310,000	231,531	325,000
101-301-702.001	OVERTIME			10,000	1,494	10,000
101-301-702.002	RESERVE OFFICERS	10,656	8,248	10,000	3,916	10,000
101-301-748.000	FUEL & OILS	8,500	8,978	9,000		10,000
101-301-803.000	LEGAL FEES	750	1,140	5,000	864	2,500
101-301-882.000	EVENTS/SERVICES	584	729	1,000	170	1,000
101-301-946.000	EQUIPMENT RENTAL	34,000	35,000	35,000		36,000
Totals for dept 301 - SHERIFF		363,199	362,804	380,000	237,975	394,500

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BUDGET REPORT FOR CITY OF SAUGATUCK

Calculations as of 04/30/2021

GL NUMBER	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 04/30/21	2021-22 REQUESTED BUDGET
Dept 441 - PUBLIC WORKS						
101-441-702.000	SALARY/WAGES	81,166	102,796	100,000	69,518	105,000
101-441-720.000	FRINGE BENEFITS	99,701	199,503	100,000	78,699	105,000
101-441-730.000	SUPPLIES	5,473	5,600	4,000	4,212	5,500
101-441-740.000	UNIFORMS	1,573	2,070	3,000	2,619	3,000
101-441-755.000	TOOLS	1,076	1,742	3,000	379	3,000
101-441-799.000	PARKWAY TREES	1,464	1,337	2,000	45	2,500
101-441-801.000	CONTRACTUAL SERVICES	50,999	77,691	76,000	28,974	50,000
101-441-805.000	HOLIDAY LIGHTING	11,855	22,516	24,500	25,346	28,000
101-441-860.000	EDUCATIONAL TRAINING	428	245	500	2,377	1,000
101-441-882.000	EVENTS/SERVICES	403	175	500		500
101-441-900.000	PRINTING & PUBLISHING	438	395	500		500
101-441-913.000	INSURANCE	4,000	4,250	4,350	4,350	4,500
101-441-920.000	UTILITIES	2,437	2,414	2,700	2,562	2,750
101-441-926.000	STREET LIGHTS	25,380	24,346	25,000	18,234	25,750
101-441-930.000	REPAIRS & MAINTENANCE	1,475	1,133	1,500		1,500
101-441-932.000	SIDEWALK REPAIRS	5,254	5,332	5,000	989	5,500
101-441-945.000	CAPITAL OUTLAY		48,280		10,020	
101-441-946.000	EQUIPMENT RENTAL	92,083	84,322	100,000	61,289	100,000
101-441-960.000	SIGNS	5,002	3,400	2,000	1,712	2,200
Totals for dept 441 - PUBLIC WORKS		390,207	587,547	454,550	311,325	446,200

Dept 721 - PLANNING/ZONING

101-721-702.000	SALARY/WAGES	36,604	38,907	41,000	31,334	42,750
101-721-720.000	FRINGE BENEFITS	22,232	22,356	24,000	18,660	25,000
101-721-727.000	OFFICE SUPPLIES	1,496	1,004	1,000	327	1,000
101-721-801.000 * *	CONTRACTUAL SERVICES	4,418	3,250	4,000	1,734	4,000
101-721-803.000	LEGAL FEES	6,321	5,804	6,500	2,000	6,500
101-721-850.000	TELEPHONES	492	451	575	354	575
101-721-860.000	EDUCATIONAL TRAINING	1,070	474	1,200	60	1,200
101-721-900.000	PRINTING & PUBLISHING	545	1,000	1,000	910	1,000
101-721-908.000	DUES, FEES & PUBLICATIONS	116		500		500
101-721-913.000	INSURANCE		1,287	2,000	1,500	2,000
101-721-970.000 * *	CAPITAL OUTLAY			1,500		7,500
Totals for dept 721 - PLANNING/ZONING		73,294	74,533	83,275	56,879	92,025

* NOTES TO BUDGET: DEPARTMENT 721 PLANNING/ZONING

801.000 CONTRACTUAL SERVICES

FIRE INSPECTIONS & ORDINANCE UPDATES

4,000

04/21/2021 BUDGET REPORT FOR CITY OF SAUGATUCK

Calculations as of 04/30/2021

GL NUMBER	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 04/30/21	2021-22 REQUESTED BUDGET
970.000	CAPITAL OUTLAY					7,500
	BSA TABLET ASSESSING/ PLANNING					
	DEPT '721' TOTAL					11,500

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BUDGET REPORT FOR CITY OF SAUGATUCK

Calculations as of 04/30/2021

GL NUMBER	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 04/30/21	2021-22 REQUESTED BUDGET
Dept 723 - HISTORIC DISTRICT COMMISSION						
101-723-702.000	SALARY	24,623	26,348	27,250	20,662	28,000
101-723-720.000	FRINGE BENEFITS	14,902	16,000	16,500	12,263	17,500
101-723-727.000	OFFICE SUPPLIES	803	1,151	1,000	194	1,000
101-723-801.000	CONTRACTUAL SERVICES	564	307	1,000	534	1,000
101-723-803.000	LEGAL FEES	747		1,500	100	1,500
101-723-850.000	TELEPHONES	480	440	525	297	525
101-723-860.000	EDUCATIONAL TRAINING	65	145	1,000	150	1,000
101-723-900.000	PRINTING & PUBLISHING			300		300
101-723-908.000	DUES & PUBLICATIONS			250		250
Totals for dept 723 - HISTORIC DISTRICT COMMISSION		42,184	44,391	49,325	34,200	51,075
Dept 730 - HARBOR						
101-730-801.000 * *	CONTRACTUAL SERVICES	1,205	6,650	3,000	5,251	12,000
Totals for dept 730 - HARBOR		1,205	6,650	3,000	5,251	12,000
* NOTES TO BUDGET: DEPARTMENT 730 HARBOR						
801.000	CONTRACTUAL SERVICES					
	MILFOIL					10,000
	BOUYS					2,000
	ACCOUNT '801.000' TOTAL					12,000
	DEPT '730' TOTAL					12,000

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BUDGET REPORT FOR CITY OF SAUGATUCK

Calculations as of 04/30/2021

GL NUMBER	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 04/30/21	2021-22 REQUESTED BUDGET
Dept 751 - PARKS & RECREATION						
101-751-702.000	SALARY/WAGES	52,665	61,023	64,000	36,134	67,000
101-751-720.000	FRINGE BENEFITS	53,948	42,234	36,500	19,024	40,000
101-751-730.000	SUPPLIES	19,296	15,998	16,000	15,438	16,500
101-751-801.000	CONTRACTAUL SERVICES	12,324	12,006	12,500	10,371	13,000
101-751-809.000	GRANT PROJECTS	145,649	71,790			
101-751-819.000	CHAIN FERRY REPAIRS			3,000		3,000
101-751-900.000	PRINTING & PUBLISHING	115		500		500
101-751-913.000	INSURANCE	2,200	2,200	2,400	2,000	2,400
101-751-920.000	UTILITIES	20,644	20,756	22,000	16,373	22,750
101-751-928.000	TRASH	6,297	6,091	7,000	3,212	7,250
101-751-930.000	REPAIRS & MAINTENANCE	5,150	1,727	5,000	1,470	5,000
101-751-946.000	EQUIPMENT RENTAL	38,000	45,500	38,000	21,311	39,500
101-751-960.000	SIGNS	20	187	500		500
101-751-970.000	CAPITAL OUTLAY		1,900	260,000		
Totals for dept 751 - PARKS & RECREATION		356,308	281,412	467,400	125,333	217,400
Dept 756 - OVAL BEACH						
101-756-702.000	SALARY/WAGES	67,131	78,679	72,000	47,908	81,000
101-756-720.000	FRINGE BENEFITS	18,142	41,496	30,000	12,237	42,000
101-756-730.000	SUPPLIES	4,992	7,694	10,000	7,110	10,500
101-756-801.000	CONTRACTUAL SERVICES	14,340	12,499	16,000	4,626	16,000
101-756-850.000	TELEPHONE	3,070	2,496	3,000	1,637	3,000
101-756-860.000	EDUCATIONAL TRAINING	474	458	500		1,000
101-756-900.000	PRINTING & PUBLISHING	2,196	2,054	3,250	3,058	3,250
101-756-913.000	INSURANCE	3,600	3,800	3,800	3,000	3,800
101-756-920.000	UTILITIES	3,769	3,377	4,500	3,501	4,500
101-756-930.000	REPAIRS & MAINTENANCE	2,637	12,859	3,000	3,206	3,000
101-756-946.000	EQUIPMENT RENTAL	18,317	23,391	25,000	11,328	25,000
101-756-960.000	SIGNS	650	367	500	428	500
101-756-970.000	CAPITAL OUTLAY	1,366				
Totals for dept 756 - OVAL BEACH		140,684	189,170	171,550	98,039	193,550

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BUDGET REPORT FOR CITY OF SAUGATUCK

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GL NUMBER	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 04/30/21	2021-22 REQUESTED BUDGET
Dept 758 - OVAL CONCESSION						
101-758-702.000	SALARY	24,597	21,600	13,500	10,799	15,000
101-758-720.000	FRINGE BENEFITS	4,382	3,681	3,500	2,326	3,750
101-758-730.000	SUPPLIES	47,894	34,705	20,000	12,833	35,000
101-758-801.000	CONTRACTUAL SERVICES	1,595	2,386	1,600	455	2,400
101-758-850.000	TELEPHONES	362	550	500		500
101-758-860.000	EDUCATIONAL TRAINING			500		500
101-758-920.000	UTILITIES			500		750
101-758-930.000	REPAIRS & MAINTENANCE	231	51	500		500
101-758-960.000	SIGNS	43		500		500
101-758-970.000	CAPITAL OUTLAY			500		1,500
Totals for dept 758 - OVAL CONCESSION		79,104	62,973	41,600	26,413	60,400
Dept 760 - SPEAR BOAT LAUNCH						
101-760-801.000	CONTRACTUAL SERVICES	1,001	336	1,000	258	1,000
101-760-900.000	PRINTING & PUBLISHING	298		250		250
Totals for dept 760 - SPEAR BOAT LAUNCH		1,299	336	1,250	258	1,250
Dept 965 - TRANSFERS						
101-965-998.202	TRANSFER TO MAJOR STREETS			86,500		
101-965-998.203	TRANSFER TO LOCAL STREETS			30,790		
Totals for dept 965 - TRANSFERS				117,290		
TOTAL APPROPRIATIONS		1,966,148	2,178,641	2,493,984	1,378,551	2,087,125
NET OF REVENUES/APPROPRIATIONS - FUND 101		904,909	1,008,400	290,934	1,366,282	737,325

04/21/2021 BUDGET REPORT FOR CITY OF SAUGATUCK

Calculations as of 04/30/2021

GL NUMBER	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 04/30/21	2021-22 REQUESTED BUDGET
Fund 202 - MAJOR STREETS						
ESTIMATED REVENUES						
Dept 000						
202-000-538.000	COUNTY ROAD MILLAGE	75,780	81,623	80,000		82,000
202-000-546.000	ACT 51 FEES	110,109	101,569	82,500	72,512	101,000
202-000-665.000	INTEREST	8,056	6,305	1,000	206	500
202-000-697.000	TRANSFER FROM FUND BALANCE			148,000		
202-000-699.000	DUE FROM LS & GF			155,600		
Totals for dept 000 -		193,945	189,497	467,100	72,718	183,500
TOTAL ESTIMATED REVENUES		193,945	189,497	467,100	72,718	183,500
APPROPRIATIONS						
Dept 463 - ROUTINE MAINTENANCE						
202-463-702.000	SALARY/WAGES	10,393	13,184	15,100	10,461	15,500
202-463-720.000	FRINGE BENEFITS	7,358	9,275	10,000	5,055	10,250
202-463-727.000	SUPPLIES	1,589	825	2,000	140	2,000
202-463-801.000	CONTRACTUAL SERVICES	636,599	9,675	375,000	21,433	
202-463-930.000	REPAIRS & MAINTENANCE	2,258	528	2,500		2,500
202-463-946.000	EQUIPMENT RENTAL	15,776	10,794	15,500	14,208	16,000
Totals for dept 463 - ROUTINE MAINTENANCE		673,973	44,281	420,100	51,297	46,250
Dept 464 - WINTER MAINTENANCE						
202-464-702.000	SALARY/WAGES	8,293	7,165	15,000	7,629	15,000
202-464-720.000	FRINGE BENEFITS	6,948	3,973	8,000	3,807	8,000
202-464-727.000	SUPPLIES	9,500	8,355	10,000	6,124	10,000
202-464-946.000	EQUIPMENTAL RENTAL	12,505	6,576	14,000	9,432	14,000
Totals for dept 464 - WINTER MAINTENANCE		37,246	26,069	47,000	26,992	47,000
TOTAL APPROPRIATIONS		711,219	70,350	467,100	78,289	93,250
NET OF REVENUES/APPROPRIATIONS - FUND 202		(517,274)	119,147		(5,571)	90,250

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BUDGET REPORT FOR CITY OF SAUGATUCK

Calculations as of 04/30/2021

GL NUMBER	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 04/30/21	2021-22 REQUESTED BUDGET
Fund 203 - LOCAL STREETS						
ESTIMATED REVENUES						
Dept 000						
203-000-402.000	LOCAL ROAD MILLAGE	293,392	306,413	310,000	315,451	316,000
203-000-445.000	PENALTIES & INT ON TAXES	760	546	500	748	500
203-000-538.000	COUNTY ROAD MILLAGE	75,806	81,623	82,500		83,500
203-000-546.000	ACT 51 FEES	71,845	62,031	57,500	42,887	62,250
203-000-665.000	INTEREST	15,630	18,468	1,850	920	1,000
Totals for dept 000 -		457,433	469,081	452,350	360,006	463,250
TOTAL ESTIMATED REVENUES		457,433	469,081	452,350	360,006	463,250
APPROPRIATIONS						
Dept 463 - ROUTINE MAINTENANCE						
203-463-702.000	SALARY/WAGES	10,920	13,519	17,000	9,016	17,500
203-463-720.000	FRINGE BENEFITS	7,903	6,763	12,000	5,030	12,500
203-463-727.000	SUPPLIES	1,616	946	2,500		2,500
203-463-801.000	CONTRACTUAL SERVICES	352,734	51,716	200,000	4,129	
203-463-930.000	REPAIRS & MAINTENANCE	754	502	1,500		1,500
203-463-946.000	EQUIPMENT RENTAL	18,000	17,776	18,000	9,778	19,500
Totals for dept 463 - ROUTINE MAINTENANCE		391,927	91,222	251,000	27,953	53,500
Dept 464 - WINTER MAINTENANCE						
203-464-702.000	SALARY/WAGES	8,905	7,973	13,500	7,168	13,500
203-464-720.000	FRINGE BENEFITS	6,708	4,390	9,250	3,668	9,250
203-464-727.000	SUPPLIES	13,687	8,499	10,000	5,989	10,000
203-464-946.000	EQUIPMENT RENTAL	11,285	8,311	13,000	9,272	13,000
Totals for dept 464 - WINTER MAINTENANCE		40,585	29,173	45,750	26,097	45,750
Dept 965 - TRANSFERS						
203-965-998.202	TRANSFER TO MAJOR STREETS			155,600		
Totals for dept 965 - TRANSFERS				155,600		
TOTAL APPROPRIATIONS		432,512	120,395	452,350	54,050	99,250
NET OF REVENUES/APPROPRIATIONS - FUND 203		24,921	348,686		305,956	364,000

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BUDGET REPORT FOR CITY OF SAUGATUCK

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GL NUMBER	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 04/30/21	2021-22 REQUESTED BUDGET
Fund 301 - DEBT SERVICE						
ESTIMATED REVENUES						
Dept 000						
301-000-402.000	DEBT MILLAGE	279,159	227,727	234,000	236,173	244,000
301-000-445.000	PENALTIES & INT ON TAXES	725	419	300	566	270
301-000-665.000	INTEREST	590	499	200	50	50
301-000-697.000	TRANSFER FROM FUND BALANCE			24,024		23,480
Totals for dept 000 -		280,474	228,645	258,524	236,789	267,800
TOTAL ESTIMATED REVENUES		280,474	228,645	258,524	236,789	267,800
APPROPRIATIONS						
Dept 592 - ROAD BOND 2009						
301-592-804.000	AGENT FEE	125		500		500
301-592-991.000	DEBT PRINCIPAL	174,000	194,000	213,000	213,000	225,000
301-592-995.000	DEBT INTEREST	51,404	47,259	45,024	23,096	42,300
Totals for dept 592 - ROAD BOND 2009		225,529	241,259	258,524	236,096	267,800
TOTAL APPROPRIATIONS		225,529	241,259	258,524	236,096	267,800
NET OF REVENUES/APPROPRIATIONS - FUND 301		54,945	(12,614)		693	

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BUDGET REPORT FOR CITY OF SAUGATUCK

Calculations as of 04/30/2021

GL NUMBER	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 04/30/21	2021-22 REQUESTED BUDGET
Fund 592 - WATER AND SEWER						
ESTIMATED REVENUES						
Dept 000						
592-000-610.000	WATER FEES	16,150	6,450	4,950	10,710	2,000
592-000-611.000	SEWER FEES	7,000	2,000	4,000	5,500	2,000
592-000-665.000	INTEREST	9,411	15,468	1,000	469	500
Totals for dept 000 -		32,561	23,918	9,950	16,679	4,500
TOTAL ESTIMATED REVENUES		32,561	23,918	9,950	16,679	4,500
APPROPRIATIONS						
Dept 536 - WATER AND SEWER SYSTEMS						
592-536-801.000	CONTRACTUAL SERVICES	50,970	41,566	128,000	128,735	4,500
Totals for dept 536 - WATER AND SEWER SYSTEMS		50,970	41,566	128,000	128,735	4,500
TOTAL APPROPRIATIONS		50,970	41,566	128,000	128,735	4,500
NET OF REVENUES/APPROPRIATIONS - FUND 592		(18,409)	(17,648)	(118,050)	(112,056)	

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BUDGET REPORT FOR CITY OF SAUGATUCK

Calculations as of 04/30/2021

GL NUMBER	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 04/30/21	2021-22 REQUESTED BUDGET
Fund 661 - MOTOR POOL FUND						
ESTIMATED REVENUES						
Dept 000						
661-000-579.000	GRANTS RECEIVED	153,883				
661-000-664.000	MOTOR POOL REVENUE	240,798	232,321	228,000	137,034	263,750
661-000-665.000	INTEREST	5,972	6,082	2,000	3,200	2,000
661-000-673.000	SALE OF FIXED ASSETS			30,000	29,310	
661-000-697.000	TRANSFER FROM FUND BALANCE					55,500
Totals for dept 000 -		400,653	238,403	260,000	169,544	321,250
TOTAL ESTIMATED REVENUES		400,653	238,403	260,000	169,544	321,250
APPROPRIATIONS						
Dept 443 - MOTOR POOL						
661-443-702.000	SALARY/WAGES	16,304	16,825	22,000	24,622	24,000
661-443-720.000	FRINGE BENEFITS	8,989	7,555	12,000	9,269	13,000
661-443-727.000	SUPPLIES	4,258	4,410	5,000	6,625	5,000
661-443-748.000	FUEL & OILS	20,756	15,608	25,000	18,199	27,500
661-443-750.000	TIRES & BATTERIES	5,014	1,899	10,000	3,349	10,000
661-443-755.000	SMALL TOOLS	744		1,000	320	1,000
661-443-801.000	CONTRACTUAL SERVICES	1,334	1,230	3,000	2,533	3,000
661-443-850.000	TELEPHONES	4,307	4,496	5,000	3,530	5,000
661-443-913.000	INSURANCE	7,094	12,319	14,000	13,704	15,000
661-443-920.000	UTILITIES	6,405	6,064	8,000	4,606	8,250
661-443-930.000	REPAIRS & MAINTENANCE	31,302	21,057	30,000	32,409	34,500
661-443-968.000	DEPRECIATION	120,626	121,127			
661-443-970.000 * *	CAPITAL OUTLAY			100,000	85,064	175,000
Totals for dept 443 - MOTOR POOL		227,133	212,590	235,000	204,230	321,250
* NOTES TO BUDGET: DEPARTMENT 443 MOTOR POOL						
970.000	CAPITAL OUTLAY					150,000
	NEW SNOW PLOW TRUCK W/ WING					150,000
	DEPT '443' TOTAL					150,000
TOTAL APPROPRIATIONS		227,133	212,590	235,000	204,230	321,250
NET OF REVENUES/APPROPRIATIONS - FUND 661		173,520	25,813	25,000	(34,686)	

Douglas J Tobbe

213 N Maple St

Saugatuck, MI 49453

248-506-8842 djtobbe@yahoo.com

To:

Mr. Ryan Heise, Saugatuck City Manager

102 Butler St

Saugatuck, MI 49453

04/08/2021

Dear Mr. Heise,


I am writing to you today to request the City Counsel do something to curb the speed on Maple St. between Allegan St. and North St. People drive as though they are on the Blue Star Hwy in excess of 50 or even 60 mph when the speed limit is 25mph. It's easy to speed down the street because there is nothing to slow them. I have seen Saugatuck Dept of Public Works vehicles (especially the front loaders and the dump trucks), KLSWA vehicles, even the school bus travel 40 or 50mph down the street! Also, pedestrians and bikers often walk/ride up and down the street and it is very dangerous for them. I have reached out to the Allegan Sheriff department but they have not done anything to curb the problem.

My suggestion for improving the situation wouldn't be a costly one. I suggest creating two or three 3-way stops along the street. The first would be at Mason St. The second would be located at Rigeview Lane and a possible third located near the STFD rear entrance is located. This would cause traffic to slow considerably. It would also deter people from using the street in lieu of the Blue Star making it safer for pedestrians and bikers.

Please take this under consideration soon. As you know, with summer quickly coming, traffic volumes will increase significantly which make this matter worse. The out-of-towners who don't have much affiliation to the area and are some of the worst speeders.

Thank you,

Douglas J Tobbe

From: Gary Medler gary.medler@yahoo.com 
Subject: City Council Special Meeting Comments - Item Proposed Houseboat Ordinance
Date: April 14, 2021 at 3:39 PM
To: ryan@saugatuckcity.com, City of Saugatuck erin@saugatuckcity.com, mbekken@saugatuckcity.com, glewis@saugatuckcity.com, sdean@saugatuckcity.com, Holly Leo hleo@saugatuckcity.com, cpeterson@saugatuckcity.com, Lauren Stanton lstanton@saugatuckcity.com, ktrester@saugatuckcity.com



Attached is my comment letter on the proposed Houseboat Ordinance. As cited in my letter, houseboats are currently covered by the City Ordinance. The cited case Napoleon Township v. Nevins is exactly the same situation as the Dune Ridge houseboats. This is a Michigan Appellate Court case out of Jackson County where the Township placed a stop order on a floating boathouse because it violated the Ordinance due to a 50 foot set back from the water and no variance had been granted. This case also explains the general rule that the representations of government officials do not trump local ordinance requirements.

The Lozman case cited is a 2013 United States Supreme Court which defined what constitutes a "vessel." Floating homes are not vessels.

How the City got to this point with staff and outside council is inexplicable. The Dune Ridge floating homes are simply not related to any Houseboat Ordinance and so the pressure from Dune Ridge to resolve the "houseboat" issue doesn't exist.

If Dune Ridge wants to place a houseboat at the river, it needs to seek review and approval from the Planning Commission and obtain numerous variances. Its that simple.

Gary E. Medler
461 Vine St.
PO Box 461
Saugatuck, MI 49453
312-848-2453



HouseboatLtrCit
yApril14.docx

GARY E. MEDLER

461 Vine St. PO Box 461

Saugatuck, MI 49453

gary.medler@yahoo.com

312-848-2453

April 14, 2021

By Email Delivery

Saugatuck City Council

102 Butler Street

Saugatuck, MI 49453

Mark Bekken	Chris Peterson
Garnet Lewis	Lauren Stanton
Scott Dean	Ken Trester
Holly Leo	Ryan Heise

**Re: City Council Special Meeting
April 15, 2021 – 3:00 PM
Proposed Houseboat Ordinance**

TO THE PARTIES ADDRESSED:

I have communicated with substantially every Resident on the west side of the River, excepting Shorewood and Dune Grass residents, regarding the proposed Houseboat Ordinance. I found no one in favor or even neutral on the subject of permitting houseboats. Everyone had strong objections to houseboats being permitted anywhere along the Kalamazoo River. Objections ranged from boat/navigation safety, environmental/pollution, visual pollution, negative effect on property values and the host of reasons houseboats are curtailed and prohibited around the country.

Most everyone raised the same question. Are houseboats authorized under the City Ordinance? The answer to that question requires a review of each Zoning District abutting the River.

On the April 12, 2021, City Council Zoom Meeting, Paul Heule, Ed Pynnonen, Kyle Konwinski and Matt Peterson, on behalf of Dune Ridge and Tower Marine, provided a host of comments on the proposed ordinance, including threats. Dune Ridge owns the property at Park Street on the

River south of the Chain Ferry (“Ferry Parcel”) and intends to place non-motorized floating homes (“Dune Ridge Dwellings”) presently located at Tower Marine at the docks on the Ferry Parcel. These non-motorized homes are being prepared for barge transport to the Ferry Parcel.

The Ferry Parcel is located within the C-4 Resort District which is governed by City Ordinance Section 154.037. The Dune Ridge Dwellings constitute “structures,” “manufactured homes,” “mobile homes” and “dwellings, single family” (detached) under the City Ordinance and are not “vessels.” See *Napoleon Township v. Nevins*, No. 273870, Michigan Court of Appeals, May 1, 2007, and *Lozman v. Riviera Beach*, 568 U.S. 115 (2013).

The Dune Ridge Dwellings are not a permitted use within the C-4 Resort District. The Dune Ridge Dwellings are listed as a special land use under City Ordinance Section 154.037 (C) (9) and require review and approval by the Planning Commission. The Ferry Parcel is a “waterfront lot,” and therefor the Dune Ridge Dwellings are subject to a 25 foot setback from the waterfront pursuant to City Ordinance Section 154.022 (F) (4). The Ferry Parcel is distinctively small at approximately .03 acres.

The Dune Ridge Dwellings simply cannot be installed/placed at the docks on the Ferry Parcel until Dune Ridge has filed a Special Land Use Application with the Planning Commission and sought a significant number of required variances. (See *Napoleon Township* and *Lozman v. Riviera Beach, supra*). Even then, only one dwelling would be permitted.

I submit the City’s process to evaluate and finalize any proposed Houseboat Ordinance is unrelated to Dune Ridge’s ability to place the Dune Ridge Dwellings at and on the Ferry Parcel (because they require prior Planning Commission review and approval and numerous required variances).

Due to the host of comments referenced above, it is suggested the City request the public, including the Dune Ridge representatives, to submit written comments to the City for review, with an appropriate presentation to the City Council for consideration in the future. This process will enable all parties the necessary time to process and address any proposed Houseboat Ordinance.

Sincerely

Gary E. Medler



Bridgewater Place | Post Office Box 352
Grand Rapids, Michigan 49501-0352

Telephone 616 / 336-6000 | Fax 616 / 336-7000 | www.varnumlaw.com

Kyle P. Konwinski

Direct: 616 / 336-6894
kpkonwinski@varnumlaw.com

April 14, 2021

City Council
City of Saugatuck
102 Butler St.
P.O. Box 86
Saugatuck, MI 49453

Re: Floating Home Ordinance

Dear Council:

We write on behalf of Dunegrass regarding the draft Floating Home Ordinance that will be discussed at City Council's workshop this Thursday, April 15. We look forward to providing input to the City to develop the best Floating Home Ordinance possible, which satisfies both the City's needs and objectives and its residents, like Dunegrass. To accomplish everyone's objectives (including the City's), numerous provisions of the draft Floating Home Ordinance should be reconsidered and amended because they are inconsistent with the law, arbitrary, unreasonable, or otherwise inconsistent with prior representations made to Dunegrass. Thus, we ask that City Council consider the following:

A. PROVISIONS OF THE DRAFT ORDINANCE THAT SHOULD BE AMENDED OR DELETED.

1. Failure To Include A Special Exception or Variance Provision

Floating homes come in all shapes and sizes, can have many different characteristics, and are used in numerous manners. The draft Floating Home Ordinance, however, takes a "one size fits all" approach. This approach should not be used, as the City would be excluding lawfully used floating homes that would otherwise benefit the City.

The most practical way to ensure that lawful and beneficial uses are not excluded is to include a provision allowing special exceptions to the ordinance. Furthermore, this would allow City Council to keep many of the problematic provisions of the draft ordinance (as discussed below) intact because the City could still permit certain floating homes which the Floating Home Ordinance would prohibit.

2. Section 99.01 -- Findings

The "findings" that purportedly necessitate a Floating Home Ordinance are inapplicable to the floating homes proposed at the Dunegrass location. A few examples are as follows:

- a. At the Dunegrass location, floating homes will NOT create problems for, or negative impacts upon, adjacent and nearby lawful uses within in the City. On the contrary, it will complement the adjacent lawful uses. The fact that the normally vocal residents have not attended any meetings or made any complaints since the moratorium was published is evidence of this fact.
- b. At the Dunegrass location, floating homes will NOT present unreasonable challenges to or negative impacts upon navigation by other boats and vessels. On the contrary, conventional vessels moving in and out of the docks immediately adjacent to the ferry will present much more challenging and negative impacts upon navigation by other boats and vessels. The proposed floating homes will not leave the dock once moved there except for maintenance.
- c. At the Dunegrass location, floating homes will NOT negatively impact the aesthetics of the City's waterfront areas or block the view of the Kalamazoo River NOR hurt tourism and lower property values. The docks are much lower than Park Street thus minimizing impact to surrounding areas. A 30-40 foot motor yacht would block more views. The floating homes are Class A, state-of-the-art units and will attract affluent tourists which will support local businesses.

Consequently, the Dunegrass property does NOT require regulation for the sake of the health, safety and welfare of citizens of the City. The City has set forth no rational basis to regulate the floating homes at the Dunegrass location. Therefore, the City cannot invoke the City's so called "police power" in an attempt to prevent Dunegrass' legal use of its marina.

3. Section 99.02 – Definition of Floating Home

The definition of a "floating home" contains arbitrary standards. For example, the "traits" of a houseboat are arbitrary and have no rational basis. A 24.5-foot vessel could be a houseboat. A 14-foot tall vessel could be a houseboat. And a vessel that goes less than 15 miles per hour could be a houseboat. The arbitrary thresholds in the draft ordinance should have practical standards.

As Mr. Peterson, President of Tower Marina testified during the public hearing, the definition of a houseboat in the draft ordinance could be a "slippery slope." The proposed definition would allow barges or the "Star of Saugatuck" to be turned into a houseboat. We propose that the definition of "floating home" be limited to the first sentence of the draft ordinance:

“Floating home” means any structure or item which is waterborne or is supported by means of flotation (or suspension over a river or lake), designed to be used without a permanent foundation, used, intended, or designed to be built, used, rented, leased, let, or hired out to be occupied, or which is occupied for living purposes with facilities for living and sleeping, and often cooking and eating as well.

Furthermore, instead of using arbitrary numbers that would supposedly apply to every potential floating home, the City should utilize workable and practical standards, such as the following:

A "Floating Home" can be permitted so long as:

- *It does not impact with navigation while moored to its dock,*
- *It does not exceed the height of a typical yacht that can fit in the dock it is moored in,*
- *It complies with requirements of chapter 555 “boat harbors and Marinas” of the National Electric Code, current edition,*
- *It complies with applicable City Codes for water meter, water lines, as well as backflow prevention devices. Flexible water supply connections shall be approved heavy duty type and shall be installed and supported so that at all times they will be above the moorage basin water level,*
- *Every owner or operator of a floating home moorage shall maintain a current register of every floating home moored on the premises under his, her or its control, with such register to record the name and address of the legal owner of each floating home. A copy of said register shall be available to the City upon request by the Building Official,*
- *Floating homes shall be berthed or moored in a marina, harbor, dock, pier, boat slip, boat mooring facility or similar improved and lawful facility, except when a floating home is under power in the open water, being used temporarily for recreation or being moved to another lawful location,*
- *No floating home shall be anchored, kept or moored away from land in the open water overnight,*
- *Every floating home must be kept in a good and reasonable condition,*
- *No dock, pier, boat slip, boat mooring facility or similar item shall be used for the moorage, storage, dockage or use of any floating home unless the Building Official has first issued a permit to the owner of such dock, pier, boat slip, boat moorage facility or similar item which cannot be unreasonably be withheld.*

4. Section 99.03 – Prohibition or Allowance

Two alternatives are proposed: one would allow floating homes to be moored at a dock or land for only 14 days per calendar month; the other alternative would not have that limitation. The 14-day limitation is not needed because floating homes benefit the City rather than hurt it. If anything, requiring floating homes to be moved every 14 days is contrary to the purpose of the ordinance.

5. Section 99.05(C) – Parking

We propose to eliminate the "exclusive" use requirement and instead require parking based on number of bedrooms. For example, a two-bedroom floating home needs to have access to two parking spots. There is no rational reason why all floating homes need two designated parking spots.

6. Section 99.05(J) – Open Space

The draft ordinance has a 10-foot open space requirement between adjacent floating homes.

We propose to eliminate this provision as it is not applicable in marinas. Many vessels in marinas are within only several feet of each other. There is no rational basis for using 10-feet.

7. Section 99.05(N) – Height and Length

The draft has a 15-foot height limit from the water, and 25-foot length requirement for a floating home. Floating home is defined in Sec. 99.02(A) as the structure containing the flotation portion and the living portion.

We propose to limit the height to a height no more than that of a conventional vessel that would fit in the slip and limit the length of the floating home to not exceed the length of a conventional vessel that would fit in the slip.

8. Section 99.06(G) – No short-term rental

We propose to eliminate this provision. There are no restrictions for short term rentals anywhere else in the City. Floating homes should not be singled out.

9. Section 99.06(L) – Off season use

The draft ordinance requires removal of floating homes from the water from November 15 to the following April 1. Again, there is no rational basis for this requirement, and therefore it should be eliminated. There are plenty of boats left in the water with a bubbler, and there is no reason to treat floating home vessels differently in this regard.

B. ISSUES SPECIFIC TO DUNEGRASS

Dunegrass relied on representations made by the City to make its investment into a Class A marina and four “floating homes” designed for short term rentals. Specifically, at the time of the investment for the marina, Dunegrass relied on the ability to install an 8-foot privacy fence to

protect its customers' property from potential vandalism and nuisances typically experienced from large groups of people loitering while waiting for the chain ferry.

In addition, prior to making an investment of over \$1,000,000 in four “floating homes,” plus major infrastructure and permitting expenses, Dunegrass relied upon the existing ordinances in place in Saugatuck. Further, City confirmed that it had no objection (and could not object) to “floating homes” by having City Council vote and approve the following language for the Dunegrass Marina: “*The City does not have jurisdiction or authority to limit docks or other structures over the water with the exception of limiting the length of docks.*” These were clear and definitive promises made directly to Dunegrass.

If the City were to rescind its agreement and force Dunegrass to lower its fence, Dunegrass would consider this a regulatory taking. Likewise, if the City were to take away Dunegrass’ right to place four “floating homes” in its marina (which if not for the weather conditions would have been in the marina last year), Dunegrass would consider this a regulatory taking.

A City does not have immunity against a regulatory taking. Recently, in *Plaza Towers vs City of Grand Rapids*, the City of Grand Rapids was subjected to a multi-million dollar jury verdict as a result of its actions which amounted to a taking.

If Dunegrass is forced to pursue its rights, Dunegrass will seek all of the money it has lost via investment, lost property value, lost future revenue and profits, and all other costs and interest. See, e.g., *Petition of Ziegler*, 357 Mich 20, 32; 97 NW2d 748 (1959) (takings claims include business interruption damages); *Lakeside Resort LLC v Crystal Twp*, No 324799, 2016 WL 1358584, at *19 n13 (Mich App Apr 5, 2016) (“Lost profits can potentially be recovered” in condemnation cases).

Second, if the Floating Home Ordinance is enacted as drafted, Dunegrass is prepared to assert a due process claim against the City. The City cannot act arbitrarily and capriciously when enacting an ordinance. For the reasons discussed above, both as to the ordinance generally and as applied specifically to Dune Ridge, the proposed ordinance contains arbitrary and capricious provisions which have no rational basis.

Third, Dune Ridge has a potential “promissory estoppel” claim too. A “promissory estoppel” claim requires three elements: “(1) a promise, (2) that the promisor should reasonably have expected to induce action of a definite and substantial character on the part of the promisee, and (3) that in fact produced reliance or forbearance of that nature in circumstances such that the promise must be enforced if injustice is to be avoided.” *Bodnar v St John Providence, Inc*, 327 Mich App. 203, 226–27; 933 NW2d 363, 377 (2019). Here, all of the elements are undoubtedly satisfied, which is the precise reason Dunegrass made such substantial investment into its fence, marina, and four floating homes. Estoppel claims can be raised against a municipality in this situation. See, e.g., *Pittsfield Twp v Malcolm*, 375 Mich 135, 146-48 (1965).

Dunegrass hopes to avoid having to assert any legal claims through proper amendments to the draft Floating Home Ordinance.

C. GRANDFATHER PROVISION

One way to ensure an amicable solution for Dunegrass and the City is to make clear that Dunegrass' four floating homes are grandfathered. As explained above and at the previous City Council meeting, Dunegrass has already made substantial investment based on (a) representations made to Dunegrass, and (b) the state of the law at the time that the representations were made. But for weather conditions last year, Dunegrass' four floating homes would have already been in the water. If Dunegrass' floating homes are grandfathered, the City does not have to worry about its Floating Home Ordinance violating Dunegrass' legal rights.

D. DUNEGRASS' PROPOSAL

In light of the concerns identified above, Dunegrass proposes the following:

1. Lower the fence to six feet at Dunegrass' expense.
2. Dunegrass will make a donation to the historic society to help fund the informational plaques about the chain ferry.
3. The City gives Dunegrass approval (either by grandfathering, special exception, or amending the Floating Home Ordinance) to moor the 4 "floating homes" (which Dunegrass currently has stored at Tower Marina) adjacent to each other at the Dunegrass marina year around.
4. Dunegrass be permitted to rent the "floating homes" short term.
5. Dunegrass will comply with reasonable health and safety requirements just like all other boats in the area.

Dunegrass and its representatives will be present at Thursday's workshop to discussing the Floating Home Ordinance and Dunegrass' fence. We look forward to discussing these issues with the City and will answer any questions that the City may have.

Very truly yours,

VARNUM



Kyle Konwinski

KPK/sm

17835162.1



April 10, 2021

City Council
City of Saugatuck
PO Box 86
Saugatuck MI 49453

Dear Council Members,

The Saugatuck-Douglas Art Club thanks you for your faithful support of our juried Art Fairs. As you know, the 2020 event was cancelled due to Covid-19 Pandemic restrictions. With your permission, may we apply last year's donation of \$200 to this year's Waterfront Invitational Art Fair? The Fair is scheduled to be held at Village Square Park on Saturday, July 3.

Your support of our Fairs through the CITY OF SAUGATUCK MAYOR'S AWARD is greatly appreciated because it is through the proceeds of our Fairs that we are able to fund our scholarship program for students in the visual arts and our contributions to community cultural and educational projects.

As always, the money for your award will not be due until June, but we would appreciate a confirmation of the award via e-mail to paulinglenn@hotmail.com as soon as possible. Please send your check for this award, made payable to the Saugatuck-Douglas Art Club, to post office box shown below.

We look forward to having you join us to enjoy this exhibition of diverse, high quality works by artisans from the region and across the nation.

Sincerely,

A handwritten signature in black ink that reads "Paul". The signature is written in a cursive style with a long horizontal stroke at the end.

Paul Burdick
SDAC Volunteer

From: Ryan Heise Ryan@saugatuckcity.com
Subject: FW: Dune Ridge Fence
Date: April 19, 2021 at 12:18 PM
To: Erin Wilkinson Erin@saugatuckcity.com



Hi Erin,

Please include in future correspondence.

Thank you,

Ryan

-----Original Message-----

From: Robert Cull <robt2456@att.net>
Sent: Thursday, April 15, 2021 1:45 PM
To: Mark Bekken <mbekken@saugatuckcity.com>; Garnet Lewis <glewis@saugatuckcity.com>; Scott Dean <sdean@saugatuckcity.com>; Holly Leo <hleo@saugatuckcity.com>; Chris Peterson <cpeterson@saugatuckcity.com>; Lauren Stanton <lstanton@saugatuckcity.com>; Ken Trestler <ktrestler@saugatuckcity.com>
Cc: Ryan Heise <Ryan@saugatuckcity.com>; lc1636@iloud.com; Erin Wilkinson <Erin@saugatuckcity.com>
Subject: Dune Ridge Fence

City Council Members,

My wife, Loyda D. Cull and I own the house at 434 Park St. We are just south of the Chain Ferry. We have six children and 16 grandchildren, ages 2 to 28. They visit us regularly in a normal year. We are opposed to the Dune Ridge Fence which is an eyesore and more importantly a danger to young children exiting the Chain Ferry. We are also opposed to the allowance of any 'floating houses'. Please include our protest in the public record.

Thank you,

Robert J. and Loyda D. Cull

Sent from my iPhone