



**CITY COUNCIL AGENDA
AUGUST 26, 2019 – 7:00 P.M.**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF MINUTES
 - A. **Regular City Council Meeting of August 12, 2019**
5. MAYOR'S COMMENTS
6. CITY MANAGER'S COMMENTS
7. AGENDA CHANGES (ADDITIONS/DELETIONS)
8. GUEST SPEAKERS:
 - A. **Lt. Brett Ensfield – Allegan Co. Sheriff Department**
9. PUBLIC COMMENT *Agenda Items Only (Limit 3 minutes)*
10. REQUESTS FOR PAYMENT
 - A. **Approval of Accounts Payable**
11. INTRODUCTION OF ORDINANCES:
 - A. **Chapter 155 "Groundwater Protection" (VOICE VOTE)**
12. PUBLIC HEARINGS: **None**
13. UNFINISHED BUSINESS: **None**
14. NEW BUSINESS
 - A. **Ordinance No. 190826-1 Chapter 116 Small Cell Wireless Facilities (ROLL CALL)**
 - B. **Resolution No. 190826-A Schedule of Fees Small Cell Wireless Facilities (ROLL CALL)**
 - C. **Waste Services Agreement Amendment (VOICE VOTE)**
 - D. **Bid Award Recommendation – Manchester Drive (VOICE VOTE)**
 - E. **Regional Stakeholders Meeting – Blue Star Trail (VOICE VOTE)**
15. CONSENT AGENDA: **None**
16. PUBLIC COMMENTS *(Limit 3 minutes)*
17. COMMUNICATIONS:
 - A. **Holiday Lighting Proposal**
18. BOARDS, COMMISSIONS & COMMITTEE REPORTS
 - A. **Harbor Authority, Fire Board, Planning Commission, HDC**
19. COUNCIL COMMENTS
20. ADJOURN

NOTICE

This facility is wheelchair accessible with accessible parking spaces available. 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 monica@saugatuckcity.com for further information.

PROPOSED Minutes
Saugatuck City Council Meeting
Saugatuck, Michigan, August 12, 2019

The City Council met in regular session at 7:00 p.m. at City Hall, 102 Butler Street, Saugatuck, Michigan.

1. **Call to Order** by Mayor Trester at 7:00 p.m.
2. **Pledge of Allegiance**
3. **Attendance:**
Present: Bekken, Hess, Johnson, Peterson, Simon, Trester & Verplank,
Absent: None
Others Present: City Manager Harrier & City Clerk Nagel
4. **Mayor Pro-Tem Nomination/Election:** Mayor Trester opened the floor to accept nominations for Mayor Pro-Tem. Council Member Johnson nominated Council Member Peterson as Mayor Pro-Tem to fill remaining term previously held by Mayor Pro-Tem Spangler. There being no further nominations, Mayor Trester closed the floor. Upon voice vote the nomination passed unanimously.
5. **Approval of Minutes:** A motion was made by Peterson, 2nd by Hess, to approve the July 22, 2019 regular meeting minutes as presented. Upon voice vote the motion carried unanimously.
6. **Mayor's Comments:** Mayor Trester thanked individuals involved with construction of the new shopper docks in Coghlin Park. He also announced vacancies on Construction Board of Appeals and Tri-Community Recreation Advisory Board.
7. **City Manager's Report:** City Manager Harrier announced the following: the city received a check in the amount of \$1,000 from the Allegan County Community Foundation Love Your Hometown campaign to plant trees on Mt. Baldhead and thanked Council Member Hess for his donation of \$500 for additional trees; City Manager Harrier will be meeting with Republic Services Regional Manager on Tuesday, August 13, 2019 to discuss contract; meeting with S/D Art Club representatives regarding future art in the park potential location changes.
8. **Agenda Changes:** None
9. **Guest Speakers:**
A. **Lt. Brett Ensfield – Allegan County Sheriff's Department:** Lt. Ensfield provided council with Incident Analysis Report from August 1 – August 12, 2019 and referenced an incident where an officer had to utilize the bike path due to heavy traffic in order to respond to a call at Oval Beach while a pedestrian was utilizing bike path. He thanked council and citizens that supported the Second Annual National Night Out.
10. **Public Comment:** John Adams (*non-resident*) with regards to comments made under 9(A), Friends of Blue Star Trail are in discussions with Fire Chief Janik working on emergency flow solutions on getting emergency vehicles across Blue Star Bridge safely and are seeking additional input from Sheriff's Department and citizens.

Greg Plowe (*resident*) regarding 15(G), encouraged Council to approve agenda item and would be available to answer any questions.
11. **Request for Payment:** A motion was made by Hess, 2nd by Simon, to approve the accounts payable in the amount of \$529,449.82. Upon voice vote the motion carried unanimously.

12. Introductions of Ordinances:

A. Addition to Ordinance Title XI, Chapter 116, Sections 116.01-116.12 – Small Cell Wireless Facilities: A motion was made by Verplank, 2nd by Peterson, to place the proposed ordinance amendment to add a new Chapter 116, entitled "Small Cell Wireless Facilities," to the Code of the City of Saugatuck on the August 26, 2019 regular council meeting agenda for action. Upon voice vote the motion carried unanimously.

13. Public Hearings: None

14. Unfinished Business: None

15. New Business:

A. Resolution No. 190812-A – DPW Equipment Purchase: A motion was made by Verplank, 2nd by Peterson, to approve Resolution No. 190812-A as presented to purchase a 2020 GMC Sierra 3500 HD truck with dump box in the amount of \$44,236.55 through the State of Michigan MiDeal Program. Upon roll call the motion carried unanimously.

B. Kalamazoo Harbor Invasive Species Proposals: A motion was made by Peterson, 2nd by Hess, to make the Kalamazoo Harbor Invasive Species a priority on the City Manager's project agenda; initiate preliminary conversations with stakeholders; City Manager and Mayor consult with the City of the Village of Douglas for possible project partnership; review proposal contracts. Upon voice vote the motion carried unanimously.

C. Special Event Application – Annual Sidewalk Sales: A motion was made by Hess, 2nd by Simon, to approve the special event application from SDABA to hold annual sidewalk sales event in downtown Saugatuck City on August 15, 2019 contingent on applicant signing the Letter of Understanding. Upon voice vote the motion carried unanimously.

D. Special Event Application – Art in the Park: A motion was made Hess, 2nd by Peterson, to approve the special event application from SDABA to hold the Third Annual Art in the Park event in Wicks Park on August 17, 2019 contingent on applicant signing the Letter of Understanding. Upon voice vote the motion carried unanimously.

E. Special Event Application – Labor Day Bridge Walk: A motion as made by Verplank, 2nd by Hess, to approve the special event application from SPS Community Recreation to hold a Labor Day Bridge Walk event on Monday, September 2, 2019 on Blue Star Bridge contingent on applicant signing the Letter of Understanding. Upon voice vote the motion carried unanimously.

F. Special Event Application – Mt. Baldhead Challenge: A motion as made by Hess, 2nd by Peterson, to approve the special event application from the Saugatuck/Douglas Rotary Club to hold a Mt. Baldhead Challenge race event on Friday, September 6 and Saturday, September 7, 2019 contingent upon applicant signing the Letter of Understanding. Upon voice vote the motion carried unanimously.

G. Special Event Application – Collector Car Cruise: A motion was made by Johnson, 2nd by Simon, to approve the parade/special event permit from the Friends of the Cruise to Oval Beach with the following stipulations: starting point to be at Francis and Elizabeth Streets, proceed to Allegan Street to Culver Street to Butler Street to Spear Street to Water Street to Culver Street to Lake Street and exit the city at Blue Star Highway. Upon voice vote the motion carried unanimously.

16. Consent Agenda: None

17. **Public Comment:** Michael VanMeter (*resident*) encouraged council to place Campbell Road repairs high on the priority list.

Christopher Raphael (*resident*) reiterated Mr. VanMeter's comments.

18. **Communications:**

A. **Lucy & Water Street Riparian Survey** – *Accepted as information*

B. **South Haven November Ballot Initiative – Recreational Pot** – *Accepted as information*

19. **Boards, Commissions & Committee Reports:** Council received reports from the following committee(s): KLSWA, HDC

20. **Council Comments:** None

21. **Adjournment:** Mayor Trestler adjourned the meeting at 8:13 p.m.

Respectfully Submitted,

Monica Nagel, CMC
City Clerk

Vendor Name	Description	Amount
1. ALLEGAN COUNTY SHERIFF		
	OVAL BEACH	384.00
	DEBT CREW	336.00
	RESERVE OFFICERS JUNE	1,144.00
	RESERVE OFFICERS JULY	2,272.00
	OVAL BEACH	1,272.00
	DEBT CREW	288.00
	SHERIFF CONTRACT	25,725.72
	4TH JULY FIREWORKS	528.00
	VENETIAN BEER TENT FIREWORKS	440.00
	TOTAL	32,389.72
2. ALLEGAN COUNTY TREASURER		
	TAX TRIBUNAL	196.31
	PROPERTY TAXES	201,393.77
	TOTAL	201,590.08
3. BREWER'S CITY DOCK INC.		
	SUPPLIES	49.48
4. CAPITAL ONE		
	NO PARKING STAKES & SUPPLIES	1,377.68
5. CHIPS GROUNDCOVER LLC		
	TOP SOIL	349.30
6. COMCAST		
	TELEPHONES & INTERNET	284.60
7. DAN FOX		
	NATIONAL NIGHT OUT	400.44
8. DIANNA MC GREW		
	ASSESSING SERVICES	2,611.13
9. DUNESVIEW KWIK SHOP INC		
	GASOLINE & DIESEL	581.03
	GASOLINE & DIESEL	925.76
	TOTAL	1,506.79
10. FLEIS & VANDENBRINK ENGINEERING INC		
	ENGINEERING FEES	241.22
	SHOPPER DOCKS	2,320.00
	2019 STREETS	4,350.00
	TOTAL	6,911.22
11. FRIS OFFICE OUTFITTERS		
	SUPPLIES	221.19
12. FRONTIER		
	DPW PHONES & INTERNET	224.61
	OVAL BEACH	191.66
	911 OVAL BEACH	73.00
	TOTAL	489.27
13. GIL- ROY'S HARDWARE		
	GRASS SEED	109.99
	GRASS SEED & SUPPLIES	202.75
	TOTAL	312.74
14. GORDON FOOD SERVICE		
	CONCESSION	3,263.91
15. GREENMARK EQUIPMENT INC		
	CUT OFF BLADES	1,089.73
16. IHLE AUTO PARTS		
	OIL & REPAIRS	507.40
17. INTERURBAN TRANSIT AUTHORITY		

Vendor Name	Description	Amount
	4TH JULY SHUTTLE	624.00
18. KALAMAZOO LAKE SEWER & WATER	WATER & SEWER	2,654.26
19. MERCHANTS BANCARD NETWORK	OVAL BEACH CREDIT CARD FEES	2,729.74
20. MERS	RETIREMENT	4,500.00
21. MINER SUPPLY CO	SUPPLIES	870.54
22. OTTAWA AREA INTERMEDIATE SCHOOL DIS	PROPERTY TAXES	121,160.70
23. REPUBLIC SERVICES	TRASH	354.20
	TRASH	417.65
	TOTAL	771.85
24. SAUGATUCK FIRE	SHORT TERM RENTALS	225.00
25. SAUGATUCK PUBLIC SCHOOLS	PROPERTY TAXES	162,518.12
26. SEPTIC TANK SYSTEMS CO INC	OVAL BEACH	630.00
27. SHERWIN WILLIAMS	STREET PAINT	383.05
28. SPRING BROOK SUPPLY	SUPPLIES	6.34
29. STANDARD INSURANCE COMPANY	INSURANCE	349.61
30. STAR OF SAUGATUCK LLC	SPEAR BOAT LAUNCH	281.00
31. STREAMLINE DESIGN.COM LLC	NATIONAL NIGHT OUT	53.75
32. WILLIAM HESS	NATIONAL NIGHT OUT	274.39
33. WYOMING ASPHALT PAVING CO	ASPHALT	165.00
TOTAL - ALL VENDORS		551,552.03
FUND TOTALS:		
Fund 101 - GENERAL FUND		58,037.38
Fund 202 - MAJOR STREETS		2,279.82
Fund 203 - LOCAL STREETS		2,667.87
Fund 661 - MOTOR POOL FUND		3,461.09
Fund 701 - CURRENT TAX FUND		485,072.59
Fund 715 - ROSE GARDEN		33.28



City Council Agenda Item Report

City of Saugatuck

FROM: Cindy Osman, Planning and Zoning

MEETING DATE: **Introduction:** August 26, 2019
Action date: September 9, 2019

SUBJECT: Introduction of Ordinance: New Chapter 155 of the Code of the City of Saugatuck – Wellhead protection ordinance.

DESCRIPTION

The City of Saugatuck has determined that certain groundwater underlying areas including the City is, or may be in the future, the source of the Kalamazoo Lake Sewer and Water Authority drinking water supply. Groundwater aquifers are integrally connected with the surface water, lakes and streams that constitute significant public health, recreational and economic resources of the City and surrounding area. Spills and discharges of hazardous substances threaten the quality of the groundwater supplies and other water related resources, posing potential public health and safety hazards and threatening economic losses. This new chapter is intended to protect existing and potential groundwater supplies, aquifers, and groundwater recharge areas of the City.

BUDGET ACTION REQUIRED

N/A

COMMITTEE/COMMISSION REVIEW

KLSWA Board recommends approval

LEGAL REVIEW

Municipal attorney, Jeff Sluggett, drafted the proposed Ordinance and approves as to form and content.

SAMPLE MOTION:

Motion to place the proposed Ordinance amendment adding Chapter 155 to the City Code of Ordinances on the September 9, 2019 regular council meeting agenda for action.

**CITY COUNCIL
CITY OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN**

ORDINANCE NO. _____ - __

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF SAUGATUCK BY
ADDING A NEW CHAPTER 155, WHICH NEW CHAPTER 155 SHALL BE
DESIGNATED AS SECTIONS 155.01 THROUGH 155.17, CHAPTER 155, TITLE XV OF
SUCH CODE**

The City of Saugatuck Ordains:

Section 1. Amendment of Code to Add Title XV, Chapter 155, Sections 155.01 through 155.17. That Title XV, Chapter 155, Sections 155.01 through 155.17, inclusive, is added to the Code of the City of Saugatuck, entitled "Groundwater Protection," to read as follows:

Sec. 155.01 PURPOSE

The City of Saugatuck has determined that certain groundwater underlying areas including the City is, or may be in the future, the source of water supplied by the the Kalamazoo Lake Sewer and Water Authority. Groundwater aquifers are integrally connected with the surface water, lakes and streams that constitute significant public health, recreational and economic resources of the City and surrounding area. Spills and discharges of hazardous substances threaten the quality of the groundwater supplies and other water related resources, posing potential public health and safety hazards and threatening economic losses.

This chapter helps to protect existing and potential groundwater supplies, aquifers, and groundwater recharge areas of the sources of water supplied by the Kalamazoo Lake Sewer and Water Authority.

Sec. 155.02 DEFINITIONS

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ABANDONED OPERATIONS: Any property that is unoccupied for at least thirty (30) days and to which one or more of the following applies:

- a. Is open to casual entry;
- b. Has one or more windows boarded;
- c. Has utilities disconnected;
- d. Is unsafe for occupancy or the general public, or is a visual blight adversely affecting the general welfare of the area;
- e. Is the subject of indebtedness to the City for more than one year.

Abandoned operations do not include a property that is actively listed by a licensed real estate broker.

AQUIFER: A geological formation, group of formations, or part of a formation capable of storing and yielding a significant amount of groundwater to wells and springs.

CHEMICAL ABSTRACT SERVICE (CAS) NUMBER: This is a unique number for every chemical established by a Columbus, Ohio organization which indexes information published in "Chemical Abstracts" by the American Chemical Society.

HAZARDOUS SUBSTANCE: A chemical or other material that is or may become injurious to the public health, safety, or welfare, or to the environment. The term "hazardous substance" includes, but is not limited to, any of the following which are stored or generated.

- a. Hazardous Substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, Public Law 96.510, 94 State. 2767;
- b. Hazardous Waste as defined in Part 111 of the State of Michigan Natural Resources and Environmental Protection Act, 1994 Public Act 451, as amended;
- c. Regulated Substance as defined in Part 213 of the State of Michigan Natural Resources and Environmental Protection Act, 1994 Public Act 451, as amended;
- d. Hazardous Substance as defined in Part 201 of the State of Michigan Natural Resources and Environmental Protection Act, 1994 Public Act 451, as amended;
- e. Used oil;
- f. Radiological materials.

POLLUTION INCIDENT PREVENTION PLAN (PIPP): A PIPP includes a polluting material inventory, a site diagram depicting the locations of the polluting materials, emergency response procedures, and secondary-containment details. Sites are subject to Michigan's Part 5 Rules if they store oils and other polluting materials above established threshold management quantities (TMQs), which are:

- a. Salt in solid form at quantities of five (5) tons (10,000 pounds) or more.
- b. Salt in liquid form at 1,000 gallons or more.
- c. Petroleum products in an AST or container with a capacity of 660 gallons or greater or an aggregate aboveground storage capacity of 1,320 gallons.
- d. All other polluting materials specified in Part 5 that are used, stored, or otherwise managed in a discrete outdoor location, with a total storage quantity of 200 kilograms (kg) (440 pounds) or more.
- e. All other polluting materials specified in Part 5 that are used, stored, or otherwise maintained at a discrete indoor location, with a total storage quantity of 1,000 kg (2,200 pounds) or more.

PROPERLY PLUGGED ABANDONED WELL: A well that has been closed in accordance with regulations and procedures of the Department of Environment Great Lakes and Energy and the local Health Department. A properly plugged abandoned well requires a permit to be brought back into service.

SECONDARY CONTAINMENT: A second tank, catchment pit, pipe, or vessel that limits and contains liquid or chemical leaking or leaching from a primary containment area; monitoring and recovery are required.

SPILL PREVENTION CONTROL AND COUNTERMEASURE (SPCC) PLAN: As detailed in 40 CFR Part 112, sites are subject to the SPCC rules if (1) they store either more than 1,320 gallons of petroleum products aboveground and (2) they present a reasonable risk to a navigable water of the United States property (including via storm water and groundwater). An SPCC Plan details site oil storage, spill potential, and emergency response and notification procedures. The SPCC Plan is required to be certified by a registered Professional Engineer.

STORM WATER POLLUTION PREVENTION PLAN (SWPPP): As detailed in 40 CFR Part 122, sites that are required to have a storm water permit are also required to have SWPPPs that detail hazardous substance exposed to storm water and controls to prevent releases.

UNDERGROUND STORAGE TANK: A tank or combination of tanks, including underground pipes connected to the tank or tanks, which is, was, or may have been used to contain an accumulation of hazardous substances, as defined in Part 211 of the State of Michigan Natural Resources and Environmental Protection Act, 1994 Public Act 451, as amended.

UNPLUGGED ABANDONED WELL: A well which has not been used for one year or more.

WELL: As defined in the Michigan Water Well Construction and Pump Installation Code, Part 127, Act 368 of the Public Acts of 1978, as amended, and rules; or a permanent or temporary opening in the surface of the earth for the purpose of removing water, or testing water quality, or measuring water characteristics, or measuring liquid recharge, or measuring liquid levels, or oil and gas exploration or production, or waste disposal, or dewatering purposes; or geothermal heat exchange purposes, or a cistern of a depth of 4 feet or more and with a top width of 12 inches or more.

WELLHEAD PROTECTION AREA: (WHPA) The area which has been approved by EGLE in accordance with the State of Michigan Wellhead Protection Program, which represents the surface and subsurface area surrounding a water well or well field, which supplies a public water system, and through which contaminants are reasonably likely to move toward and reach the water well or well field within a ten-year time of travel. Where the line defining the WHPA intersects a parcel, the entire parcel shall be subject to this ordinance.

155.03 APPLICABILITY

Except as provided in Section 155.08, "EXEMPTIONS AND WAIVERS", this chapter applies to all permit requests within the well head protection area that incorporate hazardous substances.

Sec. 155.04 PROHIBITIONS WITHIN TEN (10) YEAR TIME-OF-TRAVEL (TOT) WELLHEAD PROTECTION AREA

1. For any parcel of land that has a portion within a ten-year Wellhead Protection Area, the following are prohibited at any location on the parcel:
 - a. Operations of a scrap and recycling yard.
 - b. Operations of a State of Michigan Type II or Type III solid waste landfill.
 - c. Use of oil, waste oil, or similar liquid petroleum-type products for dust suppression.
 - d. Excavation, extraction, or mining of sand, gravel, bedrock, or any other type of earth if a permit or site plan review is required.
 - e. Unplugged abandoned wells.
 - f. Improper use, storage and disposal of hazardous substances
 - g. New wells used for irrigation
 - h. Drilling for natural gas or petroleum, whether for exploration or production.

Sec. 155.05 SITE PLAN REVIEW

1. **SITE PLAN REVIEW PROCEDURES:** Applications for projects subject this chapter shall include the following information in addition to what might be required under the zoning ordinance.
 - a. Existing and proposed land use deed restrictions, if any.
 - b. Location and outline of all existing septic tanks and drain fields.
 - c. Location of any floor drains in proposed structures on the site. The point of discharge for all drains and pipes shall be specified on the site plan.
 - d. Location of existing and proposed public and private drinking water wells, monitoring wells, irrigation wells, test wells, wells used for industrial processes or wells that have no identified use.
 - e. Inventory of hazardous substances to be stored, used or generated on-site, including CAS numbers).
 - f. Description and drawings showing size and location for any existing or proposed aboveground and underground storage tanks, piping lines and dispensers.
 - g. Descriptions of type of operations proposed for the project and drawings showing size, location, and description of any proposed interior or exterior areas of structures for storing, using, loading or unloading of hazardous substances.
 - h. Reported delineation of areas on the site which are known or suspected to be contaminated, together with a report on the status of cleanup or closure.
 - i. Completion of the EGLE Environmental Permits Checklist.

Sec. 155.06 CRITERIA FOR REVIEW

1. Criteria for review referenced in Sec. 155.05 will include:
 - a. The project and related improvements shall be designed to protect land and water resources from pollution, including pollution of soils, groundwater, rivers, streams, lakes, ponds, and wetlands.
 - b. If required by state or federal law, properties using hazardous substances are required to have a Spill Prevention Control and Countermeasure (SPCC) Plan, a Pollution Incident Prevention Plan (PIPP), and/or a Storm Water Pollution Prevention Plan (SWPPP).

- c. Sites that at any time use, store or generate hazardous substances shall be designed to prevent spills and unpermitted discharges to air, surface of the ground, groundwater, lakes, streams, rivers or wetlands.
- d. Hazardous substances stored on the site before, during, or after site construction, shall be stored in a location and manner designed to prevent spills and unpermitted discharges to air, surface of the ground, groundwater, lakes, streams, rivers, or wetlands.
- e. Secondary containment facilities shall be provided for aboveground storage of hazardous substances in accordance with state and federal requirements. Aboveground secondary containment facilities shall be designed and constructed so that the potentially polluting material cannot escape from the unit by gravity through sewers, drains, or other means, directly or indirectly into a sewer system, or to the waters of the State (including groundwater).
- f. Unplugged abandoned wells and cisterns shall be plugged in accordance with regulations and procedures of the Michigan Department of Environmental Quality and the County Health Department.
- g. Completion of the EGLE Environmental Permits Checklist.

Sec. 155.07 PROFESSIONAL REVIEW OF PROPOSED DEVELOPMENT

1. Fees in Escrow for Professional Reviews: Any application for site plan approval as required under this chapter may require the deposit of fees to be held in escrow in the name of the applicant. An escrow fee shall be required by the Zoning Administrator unless waived by the Zoning Administrator or the City Council. Waiver shall be based on a written conclusion that there is no substantial information or analysis benefit to accrue as a result of the application of this Section. An escrow fee may be requested to obtain a professional review of any other project which may, at the discretion of the Building Official create an identifiable and potentially negative impact on public infrastructure or services, or on adjacent properties and because of which, professional input is desired before a decision to approve, deny or approve with conditions is made.
 - a. The escrow shall be used to pay professional review expenses of engineers, community planners, and any other professionals whose expertise the City values to review the proposed application and/or site plan of an applicant. Professional review will result in a report to the City indicating the extent of conformance or nonconformance with this chapter and to identify any problems that may create a threat to public health, safety or the general welfare. Mitigation measures or alterations to a proposed design may be identified where they would serve to lessen or eliminate identified impacts. The applicant will receive a copy of any professional review hired by the City and a copy of the statement of expenses for the professional services rendered.
 - b. No application for approval for which an escrow fee is requested will be processed until the escrow fee is deposited with the City Clerk. The amount of the escrow fee shall be established based on an estimate of the cost of the services to be rendered by the professionals contacted by the Building Official. The applicant is entitled to a refund of

any unused escrow fees at the time a permit is either issued or denied in response to the applicant's request.

- c. If actual professional review costs exceed the amount of an escrow, the applicant shall pay the balance due prior to receipt of any land use or other permit issued by the City in response to the applicant's request.

Sec. 155.08 EXEMPTIONS AND WAIVERS

1. A limited exclusion from this chapter is hereby authorized as follows:
 - a. The site plan review criteria do not apply to hazardous substances packaged for personal or household use or present in the same form and concentration as a product packaged for use by the general public.
 - b. The site plan review requirements do not apply to products held in containers with a volume of less than 40 gallons and packaged for retail use.
 - c. The total excluded substances containing hazardous substances may not exceed the lesser of two hundred (200) gallons or one thousand (1,000) pounds at any time.
 - d. Substances in parked or stopped vehicle in transit, provided that a commercial vehicle is stopped or parked for less than 72 hours;
 - e. Substances, such as gasoline or oil, in operable motor vehicles or boats if used solely for the operation of the vehicle, but not the tanker portion of a tank truck.
 - f. Pressurized gases in storage tanks.
2. All parcels outside of the WHPA.

Sec. 155.09 ABANDONED OPERATIONS

1. This section applies to residences, businesses or other operations. Those who own or control abandoned operations shall do the following:
 - a. Within seven (7) days of becoming an abandoned operation, take such steps as necessary to secure the site such that natural elements such as water, wind and ice or vandals and all other persons cannot gain access to the hazardous substances.
 - b. Within thirty (30) days of becoming inactive, provide to the City Manager or their designee, a document that identifies the site, the date of inactivity, the hazardous substances that exist on site, and the name, address, and telephone number of both the owner and the person in control of the site.
 - c. Within sixty (60) days of becoming inactive, remove all hazardous substances from the site. This does not include those substances used for heating, cooling, and/or electrical lighting.

Sec. 155.10 ENFORCEMENT

1. Whenever the City determines that a person has violated a provision of Section 155.09, the City Manager or their designee shall issue a written Notice of Violation.

2. The notice shall be directed to the owner or party in interest of the building in whose name the property appears on the last local tax assessment records of the City.
3. If abatement of a violation and/or restoration of affected property are required, the notice shall set forth a deadline by which such remediation or restoration must be completed. Said notice shall further advise that, should the responsible party fail to remediate or restore within the established deadline, the work may be done by the City, with the expense thereof charged to the property owner and possibly assessed as a lien against the property.
4. All notices required by Sec. 155.10 shall be in writing and shall be served upon the person to whom they are directed personally or in lieu of personal service, may be mailed by certified mail, return receipt requested, addressed to the owner or party in interest at the address shown on the tax records, at least ten days before the date of the hearing described in the notice. If any person to whom a notice is directed is not personally served, in addition to mailing the notice, a copy thereof shall be posted upon a conspicuous part of the building or structure at least ten days prior to the hearing date.

Sec. 155.11 ABATEMENT/REMEDIAL ACTIVITIES

1. The City is authorized to take or contract with others to take reasonable and necessary abatement or remedial activities whenever the City determines a violation of this chapter has occurred and that the responsible party cannot or will not correct the violation in a timely manner, or when no known responsible party exists. The responsible party shall reimburse the City for all reasonable expenses thus incurred by the City . A lien may be placed on the property for the reimbursement of all reasonable expenses to the extent permitted by law.
2. If the City desires the responsible party to reimburse it for reasonable abatement activity expenses, the City shall, within ninety (90) days of the completion of said activities, mail to that person a Notice of Claim outlining the expenses incurred, including reasonable administrative costs, and the amounts thereof. The person billed shall pay said sum in full within 30 days of receipt of the claim. If the person billed desires to object to all or some of the amount sought by the City, said person may file, within the same thirty (30) day period, a written objection so stating. The City shall, within thirty (30) days of its receipt of the objection, provide an opportunity for the objecting party to present facts or arguments supporting said objection. If the City determines that some or the entire amount originally billed is appropriate, the person shall pay said sum within thirty (30) days of receipt of that determination. If the amount due is not paid, the City may cause the charges to become a special assessment against the property and shall constitute a lien on the property.

Sec. 155.12 INJUNCTIVE RELIEF

1. If a person has violated or continues to violate the provisions of this chapter, the City may petition the appropriate court for injunctive relief restraining the person from activities that would create further violations, or compelling the person to perform necessary abatement or remediation.

Sec. 155.13 VIOLATIONS AND PENALTIES

1. Violation of this chapter shall be subject deemed a municipal civil infraction and a responsible party shall be subject to such fines and costs as provided for in Section 10.21.

Sec. 155.15 APPEALS

1. Right of appeal. Any person has the right to appeal the basis for any charges, permits, orders, or other action developed in accordance with this article. Appeals shall be directed to the City Clerk along with any supporting documentation for amendment of the charges in question. The sitting Zoning Board of Appeals is hereby designated to hear appeals regarding any requirements of this Chapter. Any additional information that may be required to resolve the appeal, as directed by the City Manager or their designee, shall be obtained by the user at his expense. Resolution of appeals shall be made within 30 days.
2. Formal hearing.
 - a. Appeals from orders of the City Manager or their designee may be made at within 30 days from the date of any citation, order, charge, fee, surcharge, penalty or other action. The appeal may be taken by any person aggrieved. The appellant shall file a notice of appeal with the City Clerk and with the Zoning Board of Appeals, specifying the grounds therefor. Prior to a hearing, the City Manager shall transmit to the Zoning Board of Appeals, a summary report of all previous action taken. The board of appeals may, at its discretion, call upon the City Manager or their designee to explain the action. The final disposition of the appeal shall be in the form of a resolution, either reversing, modifying, or affirming, in whole or in part, the appealed decision or determination.
 - b. The Zoning Board of Appeals shall fix a reasonable time for the hearing of the appeal, give notice thereof to property owners within 300 feet of the affected parcel, and decide the appeal within 45 days. Within the limits of its jurisdiction, the Zoning Board of Appeals may reverse or affirm, in whole or in part, or may make such order, requirements, decisions, or determination as, in its opinion, ought to be made in the case under consideration, and to that end shall have all the powers of the official from whom the appeal is taken using the following standards:
 - i. There is a hardship or unnecessary burden in compliance with the ordinance;
 - ii. The applicant proposes alternate methods to protect the groundwater from potential contamination by methods proven or engineered by a professional acceptable to the Board.
 - c. The decision of the groundwater protection board of appeals shall be final.
3. Charges outstanding during appeal process. All charges for service, penalties, fees, or surcharges outstanding during any appeal process shall be due and payable to the City. Upon resolution of any appeal, the City shall adjust such amounts accordingly.

4. Administrative action. If an informal or formal hearing is not demanded within the periods specified in this section, the administrative action shall be deemed final. In the event either or both hearings are demanded, the action shall be suspended until a final determination has been made, except for immediate cease and desist orders or any emergency or judicial action.
5. Appeals from determinations of groundwater protection board of appeals. Appeals from the determinations of the groundwater protection board of appeals may be made to the circuit court for the county as provided by law. The appeals shall be governed procedurally by the Administrative Procedures Act of 1969 (MCL 24.201 et seq.). All findings of fact, if supported by the evidence, made by the board shall be conclusive upon the court.

Sec. 155.16 REMEDIES NOT EXCLUSIVE

1. The remedies listed in this chapter are not exclusive of any other remedies available under any applicable federal, state, or local law, and it is within the discretion of the City to seek cumulative remedies.

Sec. 155.17 CONFLICTING REGULATIONS

1. Whenever any provision of this chapter imposes more stringent requirements, regulations, restrictions or limitations than are imposed or required by the provisions of any other law or chapter, then the provisions of this chapter shall govern. Whenever the provisions of any other law or chapter impose more stringent requirements than are imposed or required by this title, then the provision of such chapter shall govern.

Section 2. Effective Date. This ordinance shall become effective seven days after its publication unless otherwise provided by law.

YEAS: _____
 NAYS: _____
 ABSENT: _____

ORDINANCE NO. ____ ADOPTED

I, Monica Nagel, the Clerk of the City of Saugatuck, certify that the foregoing is a true and accurate copy of an ordinance adopted at a regular meeting of the City Council of the City of Saugatuck, held on _____, 2019, and noticed in accordance with all legal requirements.

 Monica Nagel, Clerk

Introduced: _____
 Adopted: _____
 Published: _____



City Council Agenda Item Report

City of Saugatuck

FROM: Jeff Sluggett, City Attorney

MEETING DATE: **Introduction:** August 12, 2019
Action date: August 26, 2019

SUBJECT: Ordinance Amendment No 190826-1 adding Title XI, Chapter 116, Sections 116.01 through 116.13, inclusive, entitled "Small Cell Wireless Facilities" to City Code

DESCRIPTION:

New Public Acts 365 and 366 became effective in March of this year. Together, these acts significantly alter the laws governing the placement of small cell wireless facilities in public rights of way. While previously the City (like other local governments with control of their rights of way) had significant discretion to determine whether to permit the installation of structures and facilities in those rights of way, and the conditions under which it would do so, much of that discretion has now been removed with respect to small cell wireless facilities and the City is now under an affirmative obligation to allow such placements if the facilities to be installed are within certain design parameters. The ability of the City to charge for the use of its right of ways has also been restricted significantly.

To address the new acts, the Grand Valley Metro Council developed a series of proposed ordinance amendments which would (A) still permit a municipality to require that a provider obtain a permit from the municipality before installing new poles, (B) set minimal design parameters for the installation of small cell wireless facilities in certain districts, (C) expressly require zoning approval (in addition to a permit) where the facilities to be installed are outside of the design parameters noted above and (D) set forth a new application and permit fee structure. The ordinance being submitted to the City Council is a result of the efforts of the Grand Valley Metro Council working group.

In addition to consideration of the ordinance, at the August 26 meeting of the City Council a resolution to set fees for processing and permitting such facilities will be submitted (consistent the terms of Acts 365 and 366).

LEGAL REVIEW

Municipal attorney, Jeff Sluggett, drafted the proposed ordinance amendment and approves as to form and content.

SAMPLE MOTION:

Motion to **approve/deny** Ordinance No. 190826-1 adding Title XI, Chapter 116, Sections 116.01 through 116.13, inclusive, entitled "Small Cell Wireless Facilities" to City Code of Ordinances as presented.

CITY COUNCIL
CITY OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN

ORDINANCE NO. 190826-1

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF SAUGATUCK BY
ADDING A NEW CHAPTER 116, WHICH NEW CHAPTER 116 SHALL BE
DESIGNATED AS SECTIONS 116.01 THROUGH 116.13, CHAPTER 116, TITLE XI OF
SUCH CODE**

The City of Saugatuck Ordains:

Section 1. Amendment of Code to Add Title XI, Chapter 116, Sections 116.01 through 116.13. That Title XI, Chapter 116, Sections 116.01 through 116.13, inclusive, is added to the Code of the City of Saugatuck, entitled "Small Cell Wireless Facilities," to read as follows:

Chapter 116. Small Cell Wireless Facilities.

Section 116.01 *Definition.* For purposes of this chapter, the following words, terms and phrases shall be defined as follows:

Act shall mean Public Act 365 of 2018, as amended, the Small Wireless Communications Facilities Deployment Act

Co-locate means to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole. "Co-location" has a corresponding meaning. Co-locate does not include make-ready work or the installation of a new utility pole or new wireless support structure.

Public right-of-way or *ROW* means the area on, below, or above a public roadway, highway, street, alley, bridge, sidewalk, or utility easement dedicated for compatible uses. Public right-of-way does not include any of the following:

(i) A private right-of-way.

(ii) A limited access highway.

(iii) Land owned or controlled by a railroad as defined in section 109 of the railroad code of 1993, 1993 PA 354, MCL 462.109.

(iv) Railroad infrastructure.

Small cell wireless facility means a wireless facility that meets both of the following requirements:

(i) Each antenna is located inside an enclosure of not more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements would fit within an imaginary enclosure of not more than 6 cubic feet.

(ii) All other wireless equipment associated with the facility is cumulatively not more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services.

Utility pole means a pole or similar structure that is or may be used in whole or in part for cable or wireline communications service, electric distribution, lighting, traffic control, signage, or a similar function, or a pole or similar structure that meets the height requirements in section 13(5) of the Act and is designed to support small cell wireless facilities. Utility pole does not include a sign pole less than 15 feet in height above ground.

Wireless facility means equipment at a fixed location that enables the provision of wireless services between user equipment and a communications network, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes a small cell wireless facility. Wireless facility does not include any of the following:

(i) The structure or improvements on, under, or within which the equipment is co-located.

(ii) A wireline backhaul facility.

(iii) Coaxial or fiber-optic cable between utility poles or wireless support structures or that otherwise is not immediately adjacent to or directly associated with a particular antenna.

Wireless infrastructure provider means any person, including a person authorized to provide telecommunications services in this state but not including a wireless services provider, that builds or installs wireless communication transmission equipment, wireless facilities, or wireless support structures and who, when filing an application with the City under this chapter, provides written authorization to perform the work on behalf of a wireless services provider.

Wireless provider means a wireless infrastructure provider or a wireless services provider. Wireless provider does not include an investor-owned utility whose rates are regulated by the MPSC.

Wireless services means any services, provided using permitted or unpermitted spectrum, including the use of Wi-Fi, whether at a fixed location or mobile.

Wireless services provider means a person that provides wireless services.

Wireless support structure means a freestanding structure designed to support or capable of supporting small cell wireless facilities. Wireless support structure does not include a utility pole.

All other terms and phrases used herein shall be defined consistent with the Act.

Section 116.02 *Permit Required.* A wireless provider may not co-locate a small cell wireless facility or install, modify, or replace a utility pole or wireless support structure on which a small cell wireless facility will be co-located within the public right-of-way without first applying for and receiving a small cell wireless permit from the City in a form and subject to such terms and conditions as are acceptable to the City.

Section 116.03 *Permitting Process.* The processing of an application for a permit under this chapter is subject to all of the following:

(1) An application in such form as prepared by the City shall be completed and submitted as set forth in this chapter.

(2) The City may require an applicant to provide information and documentation to enable the City to make a compliance determination with regard to the criteria in this chapter involving, without limitation, subsection 116.04(3). The City may also require a certificate of compliance with FCC rules related to radio frequency emissions from a small cell wireless facility.

(3) If the proposed activity will occur within a shared ROW or an ROW that overlaps another ROW, a wireless provider shall provide, to each affected jurisdiction, to which an application for the activity is not submitted, notification of the wireless provider's intent to locate a small cell wireless facility within the ROW. The City may require proof of other necessary permits, permit applications, or easements to ensure all necessary permissions for the proposed activity are obtained.

(4) The City may require an applicant to attest that the small cell wireless facilities will be operational for use by a wireless services provider within 1 year after the permit issuance date, unless the City and the applicant agree to extend this period or delay is caused by lack of commercial power or communications transport facilities to the site.

(5) An applicant may, at the applicant's discretion, file a consolidated application and receive a single permit for the co-location of up to 20 small cell wireless facilities within the City. The small cell wireless facilities within a consolidated application must consist of substantially similar equipment and be placed on similar types of utility poles or wireless support structures. The City may approve a permit for 1 or more small cell

wireless facilities included in a consolidated application and deny a permit for the remaining small cell facilities.

(6) The application for a permit under this chapter shall be accompanied by an application fee as set by resolution of the City from time to time.

(7) The permit application shall be accompanied by a map(s) for any proposed small cell wireless facilities which shall be legible, to scale, labeled with streets, and contain sufficient detail to precisely identify the proposed small cell wireless facilities' locations and surroundings. Where applicable, the required map(s) shall include and identify any requested pole height(s), all attachments and detailed drawings of any attachment.

(8) The permittee shall field-stake all proposed locations for small cell wireless facilities which shall be subject to the advance approval of the City, Allegan County Road Commission and/or the Michigan Department of Transportation, as applicable. All approved small cell wireless facilities' locations shall be on a per pole/equipment/other basis.

(9) Once precise locations have been approved, the permittee shall provide latitude and longitude coordinates for the small cell wireless facilities' locations to the City's engineering department as well as detailed as-built drawings within 90 days of the completion of installation.

(10) The permittee shall be responsible to obtain such other permits and approvals as otherwise required by law.

Section 116.04 *Determination.*

(1) Within 25 days after receiving an application, the City shall notify the applicant in writing whether the application is complete. If the application is incomplete, the notice shall clearly and specifically identify all missing documents or information.

(2) Upon receipt of a complete application, the City shall approve or deny the application and notify the applicant in writing within the following period of time after the completed application is received:

(A) For an application for the co-location of small cell wireless facilities on a utility pole, 60 days, subject to the following adjustments:

(i) Add 15 days if an application from another wireless provider was received within 1 week of the application in question.

(ii) Add 15 days if, before the otherwise applicable 60-day or 75-day time period elapses, the City notifies the applicant in writing that an extension is needed and the reasons for the extension.

(B) For an application for a new or replacement utility pole that meets the height requirements of section 13(5)(a) of the Act and associated small cell facility, 90 days, subject to the following adjustments:

(i) Add 15 days if an application from another wireless provider was received within 1 week of the application in question.

(ii) Add 15 days if, before the otherwise applicable 90-day or 105-day time period elapses, the City notifies the applicant in writing that an extension is needed and the reasons for the extension.

If the City fails to comply with this subsection, an application otherwise complete is considered to be approved subject to the condition that the applicant provide the City not less than 7 days' advance written notice that the applicant will be proceeding with the work pursuant to this automatic approval and the applicant shall be responsible to comply with all provisions of this chapter and the Act.

The City and an applicant may extend a time period under this subsection by mutual agreement.

(3) The City may deny a completed application for a proposed co-location of a small cell wireless facility or installation, modification, or replacement of a utility pole that meets the height requirements in section 13(5)(a) of the Act if the proposed activity would do any of the following:

(A) Materially interfere with the safe operation of traffic control equipment.

(B) Materially interfere with sight lines or clear zones for transportation or pedestrians.

(C) Materially interfere with compliance with the Americans with Disabilities Act of 1990, Public Law 101-336, or similar federal, state, or local standards regarding pedestrian access or movement.

(D) Materially interfere with maintenance or full unobstructed use of public utility infrastructure under the jurisdiction of the City.

(E) With respect to drainage infrastructure under the jurisdiction of the City, either of the following:

(i) Materially interfere with maintenance or full unobstructed use of the drainage infrastructure as it was originally designed.

(ii) Not be located a reasonable distance from the drainage infrastructure to ensure maintenance under the drain code of 1956, 1956 PA 40, MCL 280.1 to 280.630, and access to the drainage infrastructure.

(F) Fail to comply with reasonable, nondiscriminatory, written spacing requirements of general applicability adopted by the City by ordinance or otherwise that apply to the location of ground-mounted equipment and new utility poles and that do not prevent a wireless provider from serving any location.

(G) Fail to comply with applicable codes.

(H) Fail to comply with any provision of this chapter.

(I) Fail to meet reasonable, objective, written stealth or concealment criteria for small cell wireless facilities applicable in a historic district or other designated area, as specified in an ordinance or otherwise and nondiscriminatorily applied to all other occupants of the ROW, including electric utilities, incumbent or competitive local exchange carriers, fiber providers, cable television operators, and the City.

(4) Within 1 year after a permit is granted, a wireless provider shall complete co-location of a small cell wireless facility that is to be operational for use by a wireless services provider, unless the City and the applicant agree to extend this period or the delay is caused by the lack of commercial power or communications facilities at the site. If the wireless provider fails to complete the co-location within the applicable time, the permit is void, and the wireless provider may reapply for a permit.

(5) Approval of an application authorizes the wireless provider to do both of the following:

(A) Undertake the installation or co-location.

(B) Subject to relocation requirements that apply to similarly situated users of the ROW and the applicant's right to terminate at any time, maintain the small cell wireless facilities and any associated utility poles or wireless support structures covered by the permit for so long as the site is in use and in compliance with the initial permit under this act.

(6) The City may propose an alternate location within the ROW or on property or structures owned or controlled by the City within 75 feet of the proposed location to either place the new utility pole or co-locate on an existing structure. The applicant shall use the alternate location if, as determined by the applicant, the applicant has the right to do so on reasonable terms and conditions and the alternate location does not impose unreasonable technical limits or significant additional costs. The City may request written confirmation of any decision rendered by the applicant under this subsection and the specific basis for the same.

(7) Nothing herein shall prohibit the City from requiring a separate ROW access permit for work that will unreasonably affect traffic patterns or obstruct vehicular or pedestrian traffic in the ROW.

(8) As a condition of the issuance of a permit, the applicant shall obtain and maintain a bond, in the amount of \$1,000.00 per small cell wireless facility, in a form reasonably satisfactory to the City, for the small cell wireless facilities as applicable to similarly situated users of the ROW for one or more of the following purposes:

(A) To provide for the removal of abandoned or improperly maintained small cell wireless facilities, including those that an authority determines should be removed to protect public health, safety, or welfare.

(B) To repair the ROW as provided under the Act.

(C) To recoup rates or fees that have not been paid by a wireless provider in more than 12 months, if the wireless provider has received 60-day advance notice from the authority of the noncompliance.

(9) It is a condition of any permit issued under this chapter that:

(A) A wireless provider, with respect to a small cell wireless facility, a wireless support structure, or a utility pole, shall defend, indemnify, and hold harmless the City and its officers, agents, and employees against any claims, demands, damages, lawsuits, judgments, costs, liens, losses, expenses, and attorney fees resulting from the installation, construction, repair, replacement, operation, or maintenance of any wireless facilities, wireless support structures, or utility poles to the extent caused by the applicant, its contractors, its subcontractors, and the officers, employees, or agents of any of these. A wireless provider has no obligation to defend, indemnify, or hold harmless the City, or the officers, agents, or employees of the City or governing body against any liabilities or losses due to or caused by the sole negligence of the City or its officers, agents, or employees.

(B) A wireless provider, with respect to a small cell wireless facility, a wireless support structure, or a utility pole, shall obtain insurance, in an amount and of a type reasonably satisfactory to the City, naming the City and its officers, agents, and employees as additional insureds against any claims, demands, damages, lawsuits, judgments, costs, liens, losses, expenses, and attorney fees. A wireless provider may meet all or a portion of the City's insurance coverage and limit requirements by self-insurance. To the extent it self-insures, a wireless provider is not required to name additional insureds under this subsection. To the extent a wireless provider elects to self-insure, the wireless provider shall provide to the City evidence demonstrating, to the City's satisfaction, the wireless provider's financial ability to meet the City's insurance coverage and limit requirements.

It is the policy of the City to encourage the co-location of small cell wireless facilities first, outside of public rights-of-way and, secondarily, within the public rights-of-way. The co-location of uses shall be a condition of approval of any permit granted for a new wireless support structure or utility pole in the public right-of-way; provided, however, that the co-location requirement may be waived if the pole or support structure is

disguised or stealthed so as to blend with the immediate environment (e.g., streetlights, power poles, etc.).

Section 116.05 *METRO Act Permit.* No person shall install or operate "telecommunications facilities," as defined in the Metropolitan Extension Telecommunications Rights-Of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended (the "act") without first obtaining a permit in accordance with that act from the City, including any part of a small cell wireless facility, utility pole, or wireless support structure constituting telecommunication facilities.

Section 116.06 *Design parameters.* The following minimal design parameters shall apply to small cell wireless facilities, utility poles and wireless support structures in the City's public rights-of-way:

(1) A wireless provider may, as a permitted use not subject to zoning review or approval, but still subject to approval by the City under this chapter, co-locate small cell wireless facilities and construct, maintain, modify, operate, or replace utility poles in, along, across, upon, and under the ROW consistent with the following:

(A) A utility pole in the ROW installed or modified on or after the effective date of the Act shall not exceed 40 feet above ground level, unless a taller height is agreed to by the City consistent with all applicable laws.

(B) A small cell wireless facility in the ROW installed or modified after the effective date of the Act shall not extend more than 5 feet above a utility pole or wireless support structure on which the small cell wireless facility is co-located.

(2) Such structures and facilities shall be constructed and maintained so as not to obstruct or hinder the usual travel or public safety on the ROW or obstruct the legal use of the City's ROW or uses of the ROW by other utilities and communications service providers.

(3) A wireless provider may co-locate a small cell wireless facility or install, construct, maintain, modify, operate, or replace a utility pole that exceeds the height limits under subsection (1), or a wireless support structure, in, along, across, upon, and under the ROW only upon issuance of a permit in accordance with this Chapter and upon receiving zoning approvals required by the City.

(4) The following design and concealment measures shall apply to the co-location of any small cell wireless facility or utility pole in an historic, residential, or downtown district:

(A) Equipment on a supporting structure may not exceed an aggregate width of four feet (centered on pole) and shall be secured a minimum of ten feet from the ground surface or 18 feet where equipment may overhang the back of curb line. Ground level equipment or shelters are not permitted.

(B) Small cell wireless facilities shall be located no closer than 18 inches from an existing sidewalk/face of curb or 18 inches from a proposed future sidewalk/face of curb location.

(C) Small cell wireless facilities shall be located no closer than ten feet from any driveway.

(D) Small cell wireless facilities shall be located in line with a side lot line and not in front of a residence.

(E) Unless otherwise required by the Federal Communications Commission (FCC), the Federal Aviation Administration (FAA), or applicable codes poles shall either maintain a galvanized silver, gray or concrete finish or, subject to any applicable standards of the FAA, FCC or such codes, be painted a neutral color so as to reduce visual obtrusiveness.

(F) At all pole sites related equipment shall use materials, colors, textures, screening, and landscaping that will blend the facilities to the natural setting and environment to the extent reasonably practical.

(G) All poles shall be of monopole design and construction unless the City approves an alternate design. Disguising or stealthing poles is encouraged.

(H) Subject to the design parameters set forth above, a small cell wireless facility shall not be installed or collocated within 600' of an existing small cell wireless facility installed or collocated by the same wireless provider, except that microcell facilities as defined by the Act shall not be within 300' of an existing microcell facility installed or collocated by the same wireless provider. Shrouded pole equipment for concealment of all communication facility components shall be the default design for utility poles located within the right-of-way. Screening and/or camouflage may be required based on the location of the proposed wireless facility. A proposed facility may not obstruct the clear vision area of any intersection, obstruct pedestrian movement, interfere with traffic signals, or cause damage to trees or light poles.

Any such requirements shall not have the effect of prohibiting any wireless provider's technology.

(5) A wireless provider shall comply with any City requirements that prohibit communications service providers from installing structures on or above ground in the ROW in an area designated solely for underground or buried cable and utility facilities if each of the following apply:

(A) The City has required all cable and utility facilities, other than City poles, along with any attachments, or poles used for street lights, traffic signals, or other attachments necessary for public safety, to be placed underground by a date that is not less than 90 days before the submission of the wireless provider's application.

(B) The City does not prohibit the replacement of City poles by a wireless provider in the designated area.

Section 116.07 *Modification of design parameters.* Upon the written request of an applicant for a permit, the City Council may modify or waive the design parameters of subsection 116.06(4) and 116.06(5) in its discretion following a hearing and based on its review of factors affecting the public health, safety and welfare including, but not limited to, the following: the presence of existing poles or other structures or equipment in the immediate vicinity; the ability to reasonably comply with the design parameters set forth in subsection 116.06(4) and 116.06(5); the visual and aesthetic impact of the proposed pole, antenna or facilities on the adjacent area; the existing and planned character of the adjacent area; public comment; the scale and scope of the poles, antennas or facilities relative to the existing character of the area; whether granting the modification will adversely impact public safety; and the recommendations of City department heads (if any). Following its review, the City Council may grant, deny or grant with conditions a request to modify or waive the design parameters and shall provide its decision and the basis for the same to the applicant in writing. All applications for a waiver or modification of the design parameters as set forth herein shall be addressed in a uniform and nondiscriminatory manner. The applicant shall be responsible to pay all costs of the City associated with the request to modify or waive the design parameters.

Section 116.08 *Repair of ROW.* As a condition to the issuance of a permit under this chapter, a wireless provider is required to repair all damage to the ROW directly caused by the activities of the wireless provider while occupying, constructing, installing, mounting, maintaining, modifying, operating, or replacing small cell wireless facilities, utility poles, or wireless support structures in the ROW and to return the ROW to its functional equivalent before the damage. If the wireless provider fails to make the repairs required by the City within 60 days after written notice, the City may make those repairs and charge the wireless provider the reasonable, documented cost of the repairs

Section 116.09 *Discontinuance of Use.* Before discontinuing its use of a small cell wireless facility, utility pole, or wireless support structure, a wireless provider shall notify the City in writing. The notice shall specify when and how the wireless provider intends to remove the small cell wireless facility, utility pole, or wireless support structure. The City may impose reasonable and nondiscriminatory requirements and specifications for the wireless provider to return the property to its pre-installation condition. If the wireless provider does not complete the removal within 45 days after the discontinuance of use, the City may complete the removal and assess the costs of removal against the wireless provider. A permit under this chapter for a small cell wireless facility expires upon removal of the small cell wireless facility.

Section 116.10 *Revocation of Permit.* The City may revoke a permit, upon 30 days' notice and an opportunity to cure, if the permitted small cell wireless facilities and any associated utility pole fail to meet the requirements of subsection 116.04(3).

Section 116.11 *Compliance with applicable law.* The permittee shall be responsible to comply with all applicable legal requirements and to obtain any permits or approvals otherwise required by law relative to the installation or operation of small cell wireless facilities in the City's public rights-of-way (e.g., electrical permits). The City, in reviewing and authorizing a permit under the act and/or a permit referred to in this chapter, and the permittee, in the establishment and operation of any small cell wireless facilities, shall comply with all applicable federal and state laws.

Section 116.12 *Fees.* Fees for the permits as authorized under the Act shall be as provided for in the Act or those documents and as periodically authorized by resolution of the City Council; provided, however, that for installations of utility poles designed to support small cell wireless facilities or co-locations of small cell wireless facilities installed and operational in the ROW before the effective date of the Act, the fees, rates, and terms of an agreement or ordinance for use of the ROW remain in effect subject to the termination provisions contained in the agreement or ordinance.

Section 116.13 *Policy Implementation.* The City may promulgate rules and policies consistent with the Act and may make amendments to design parameters or stealth, spacing and concealment criteria that are reasonable, technically feasible and technologically neutral.

Section 2. Effective Date. This ordinance shall become effective upon its publication unless otherwise provided by law.

YEAS: _____

NAYS: _____

ABSENT: _____

ORDINANCE NO. ____ ADOPTED

I, Monica Nagel, the Clerk of the City of Saugatuck, certify that the foregoing is a true and accurate copy of an ordinance adopted at a regular meeting of the City Council of the City of Saugatuck, held on _____, 2019, and noticed in accordance with all legal requirements.

Monica Nagel, Clerk

Introduced: _____

Adopted: _____

Published: _____



City Council Agenda Item Report

City of Saugatuck

FROM: Kirk Harrier, City Manager

MEETING DATE: August 26, 2019

SUBJECT: Resolution No. 190826-A

DESCRIPTION:

Amending the City's Schedule of Fees to establish rates, charges, and fees associated with wireless communications equipment, support structures, and small cell wireless facilities and associated structures.

BUDGET ACTION REQUIRED

N/A

COMMITTEE/COMMISSION REVIEW

N/A

LEGAL REVIEW

Municipal attorney, Jeff Sluggett, drafted the proposed resolution and approves as to form and content.

SAMPLE MOTION:

Motion to **approve/deny** Resolution No. 190826-A to establish rates, charges, and fees associated with wireless communications equipment, support structures, and small cell wireless facilities and associated structures.

**CITY COUNCIL
CITY OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN**

_____, seconded by _____, moved the adoption of the following resolution:

RESOLUTION NO. 190826-A

**A RESOLUTION TO ESTABLISH RATES, CHARGES, AND FEES ASSOCIATED WITH
WIRELESS COMMUNICATIONS EQUIPMENT, SUPPORT STRUCTURES, AND SMALL
CELL WIRELESS FACILITIES AND ASSOCIATED STRUCTURES**

RECITALS

- A. The State of Michigan recently adopted Public Act 365 of 2018 (“Act 365”) and Public Act 366 of 2018 (“Act 366”). Both acts take effect on March 12, 2019.
- B. Act 365 significantly impinges on the City’s authority and control over its rights of way and other public places by mandating that the small cell wireless facilities and associated support structures be allowed to use and operate within those public spaces.
- C. Act 365 further limits the maximum amount which the City can charge to small cell wireless providers for use of these public resources, which are maintained and operated by the City.
- D. Act 366 amends the State of Michigan Zoning Enabling Act with respect to wireless communications equipment and supporting structures and also small cell wireless facilities.
- E. This resolution is adopted in order to implement the rates, charges, and fees permitted to be assessed by the City to utilize and operate within the City’s public rights of way and other public spaces by the providers of small cell wireless services and wireless communications services.

NOW, THEREFORE, IT IS RESOLVED THAT:

- 1. The following rates, charges, and fees are hereby established:
 - A. The zoning application fee for wireless communications equipment and support structures as defined by Act 366 shall be \$1,000.00.
 - B. The zoning application fee for non-exempt co-locating small cell wireless facilities and support structures as defined by Act 365 shall be:
 - (1) \$1,000.00 for a new wireless support structure or modification of an existing wireless support structure.

(2) \$500.00 for a new small cell wireless facility or modification of an existing small cell wireless facility.

C. The application fee for a permit to co-locate a small cell wireless facility and/or associated support structure shall not exceed and shall be set as follows:

(1) \$200.00 for each small cell wireless facility alone.

(2) \$300.00 for each small cell wireless facility and a new utility pole or wireless support structure to which it will be attached.

Provided that every 5 years after March 12, 2019, and without further action of the City, the maximum fees then authorized under this subsection C shall be increased by 10% and rounded to the nearest dollar.

D. The annual permit fee for each utility pole or wireless support structure in the ROW in the City on which a wireless provider has approval to co-locate a small cell wireless facility shall not exceed and shall be set as follows:

(1) \$20.00 annually, unless subsection D.(2) applies.

(2) \$125.00 annually, if the utility pole or wireless support structure was erected by or on behalf of the wireless provider on or after March 12, 2019. (This subdivision does not apply to the replacement of a utility pole that was not designed to support small cell wireless facilities.)

Provided that every 5 years after March 12, 2019, and without further action of the City, the maximum rates then authorized under this subsection D shall be increased by 10% and rounded to the nearest dollar.

2. All words, terms, and phrases used in this Resolution shall be interpreted in a manner consistent with Act 365 and Act 366.

3. All resolutions and parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed.

4. This Resolution shall take immediate effect.

RESOLUTION NO. _____ DECLARED ADOPTED.

Dated: _____, 2019

By: _____

By: _____

CERTIFICATION

I, Monica Nagel, the Clerk of the City of Saugatuck, certify that the foregoing is a true and accurate copy of a resolution adopted at a regular meeting of the City Council of the City of Saugatuck, held on _____, 2019.

Monica Nagel, Clerk



City Council Agenda Item Report

City of Saugatuck

FROM: Kirk Harrier, City Manager
MEETING DATE: August 26, 2019
SUBJECT: Amendment to Waste Services Agreement

DESCRIPTION

Chef Container sold their business operations to Republic Services (Allied Waste Systems) in 2018. Council approved the consent to assign the existing 2008 contract to Republic Services in February, 2018. Staff has been working with Republic Services on a new 5 year renewal agreement. Attached is the proposed 5 year amendment to the original 2008 agreement.

BUDGET ACTION REQUIRED

N/A

COMMITTEE/COMMISSION REVIEW

N/A

LEGAL REVIEW

Municipal attorney, Jeff Sluggett, has reviewed the proposed amendment and approves as to form and content.

SAMPLE MOTION:

Motion to **approve/deny** the amendment to waste services agreement dated August 26, 2019 between the City of Saugatuck and Allied Waste Systems as presented.

AMENDMENT TO WASTE SERVICES AGREEMENT

Effective this 26 day of August, 2019, this Amendment to Waste Services Agreement (“Amendment”) is made by and between the City of Saugatuck (the “City”), a Michigan municipal corporation with offices located at 102 Butler St., Saugatuck, MI 49453 and Allied Waste Services, Inc. (the “Contractor”), a Delaware corporation with offices located at 2471 Wilshire Drive, Jenison MI 49428.

RECITALS

- A. On or about September 22, 2008 the City and Chef Container, LLC entered into a Waste Services Agreement for the exclusive collection, transfer and disposal of certain garbage and trash and recyclable materials from residences and participating units within the City. A copy of the Agreement is attached as Exhibit A (the “Agreement”).
- B. In 2018, with the City’s consent and approval, the Chef Container’s rights and obligations under the Agreement were assigned to and accepted by the Contractor.
- C. The Contractor has requested that the City amend the Agreement to extend the current term and to add other provisions and the City is amenable to the same consistent with the terms and conditions of this Amendment.
- D. It is the intention of the parties that except as expressly set forth in this Amendment, all terms and conditions of the Agreement shall remain binding and in effect.
- E. The City Council has concluded that entering into this Amendment is in the best interest of the City and its residents and that the City wishes to take advantage of favorable pricing offered by the Contractor.

AGREEMENT

Now, therefore, for good and valuable consideration in and referred to herein, the sufficiency of which is acknowledged, the parties agree as follows:

1. Amendment of Section 2.02. Section 2.02 of the Agreement is amended to read in full as follows:

The Contractor shall collect and transport Yard Waste and Bulk Refuse from a Participating Unit upon the request of the owner or occupant of the Participating Unit and shall collect and transport Recyclable Materials one time every four weeks upon request and shall deliver the same as follows: Recyclable Materials shall be delivered to an appropriate recycling facility; Yard Waste shall be delivered to an appropriate disposal, recycling, or composting facility; and Bulk Refuse shall be delivered to a properly licensed solid waste disposal facility. The

Contractor shall be solely responsible to bill and collect its charges for such services from such owners or occupants.

2. Amendment of Section 4.01. Section 4.01 of the Agreement is amended to read in full as follows:

The Contractor, at its own expense, shall provide Participating Units with the following:

- 1) 32 or 95 gallon solid waste container(s) that are clean, watertight, and insect and vermin proof (Refuse Containers”);
- 2) 95 gallon container for Yard Waste (“Yard Waste Containers”); and,
- 3) 95 gallon container for Recyclable Materials.

The Contractor shall not be required to collect any Domestic Solid Waste if not properly contained in a Refuse Container. The Contractor agrees that a trash bag up to 32 gallons and containing up to 50 pounds of Domestic Solid Waste may be placed in a Refuse Container. Further, Contractor agrees that a 95 gallon Refuse Container may contain up to 250 pounds of Domestic Solid Waste. The Contractor shall not be required to collect any Yard Waste not properly contained in a Yard Waste Container.

3. Amendment of Section 8.01. Section 8.01 of the Agreement is amended to read in full as follows:

The Contractor shall directly bill each Participating Unit for the collection of Domestic Solid Waste, Rear Yard Service and Yard Waste in the amounts set forth in the Rate Sheet attached to this Amendment and marked as Exhibit A-1. The Contractor shall not charge Participating Units for the collection and disposal of Recyclable Materials. Notwithstanding the foregoing, in the event of changes in the costs of processing recyclables at the Kent County Material Recycling Facility (\$70.00 per ton as of June 1, 2019), actual cost increases beyond this amount may be passed thru on the Contractor’s monthly invoice. This processing cost is subject to change with official documentation from the Material Recycling Facility to be secured and provided by the Contractor to the City to validate any increase. Likewise, Contractor must decrease processing costs if they are reduced by the processing facility. Changes will be reflected in the following month’s invoices (example: May increase/decrease reflected in June’s invoice).

4. Addition of Section 8.05. Section 8.05 is added to the Agreement to read in full as follows:

The Rates charged pursuant to the Rate Sheet may, upon thirty (30) days written notice, be increased due to actual additional taxes, charges, surcharges, and/or

fees imposed by governmental authorities on the Contractor, the Collection Service or the Disposal Site following the date hereof, or due to laws, regulations or ordinances which are adopted or changed (including a change in interpretation or enforcement) following the date hereof, which have the actual effect of increasing the provision of the Collection Services or the costs to the Disposal Site, whether prospectively or retroactively, to the Contractor. The term "Rate" as used in the Agreement may include a requested adjustment made pursuant to the immediately preceding sentence. The Contractor shall not be entitled to any increase to the Rate associated with its violations of law, regulations, ordinances, or permit conditions.

5. Addition of Section 11.08. Section 11.08 is added to the Agreement to read in full as follows:

Notwithstanding any provision to the contrary herein, the City shall have the right to terminate the Agreement in its sole discretion upon first providing the Contractor with not less than 90 days' prior written notice.

6. Amendment of Section 13.01. Section 13.01 of the Agreement is amended to read in full as follows:

The term of this Agreement as amended shall be from October 1, 2019 until October 1, 2024.

7. Remainder of Agreement in Effect. Except as expressly set forth in this Amendment, all original terms and conditions in the Agreement shall remain binding on the parties and in full force and effect.

CITY OF SAUGATUCK

By: _____
Ken Trester, Mayor

By: _____
Monica Nagel, Clerk

ALLIED WASTE SERVICES, INC.

By: _____

Its: _____



**Exhibit A
 Rate Sheet
 Effective October 1, 2019**

Rates for <u>City of Saugatuck</u> Collection and Disposal of Rubbish/Refuse/Garbage and Collection and Recycling of Recyclable Materials.					
2019-2024					
Monthly Service Rate per Residential Customer for 12-Months					
Pickup Frequency	Year 1 2019-2020	Year 2 2020-2021	Year 3 2021-2022	Year 4 2022-2023	Year 5 2023-2024
32 GAL WEEKLY (Curbside)	\$ 12.47	\$ 12.91	\$ 13.36	\$ 13.83	\$ 14.31
96 GAL WEEKLY (Curbside)	\$ 13.92	\$ 14.41	\$ 14.91	\$ 15.43	\$ 15.97
REAR YARD P/UP (Additional Cost)	\$ 9.70	\$ 10.04	\$ 10.39	\$ 10.75	\$ 11.13
YARD WASTE (April thru November)	\$ 142.19	\$ 147.17	\$ 152.32	\$ 157.65	\$ 163.17
96 GAL RECYCLE (1x Every 4 Weeks)	Included	Included	Included	Included	Included

Note: Price are based on current fuels cost based on \$4.75 per gallon for diesel

**** Seasonal trash service is available for a minimum period of six months.
 Seasonal service must be paid in advance.**

WASTE SERVICES AGREEMENT

Effective this 22nd day of September, 2008, this Agreement ("Agreement") is made by and between the City of Saugatuck (the "City"), a Michigan municipal corporation with offices located at 102 Butler Street, Saugatuck, MI 49453 and Chef Container, LLC, a Michigan limited liability company, whose address is A-4368 60th Street, Holland Michigan 49423 (the "Contractor").

Recitals

A. The City has amended its Garbage and Rubbish Ordinance, Ordinance No. 080922-1 to provide for a single contractor to collect, transport and dispose of domestic garbage and other refuse materials within the City ("Ordinance"). This Agreement is entered into pursuant to such Ordinance.

B. The City desires to enter into an exclusive, revocable contract with Contractor for the collection, transport and disposal of certain garbage, trash, refuse, recyclable materials and other discarded materials from residences and participating units within the City, all as provided in this Agreement.

C. The Contractor desires to enter into a contract with the City to provide such collection, transportation, disposal and recycling services pursuant to the Contractor's bid proposal, the terms and conditions set forth in the City's Request for Proposal, the Ordinance and provisions of this Agreement (collectively, the "Services").

D. Therefore, in consideration of the mutual covenants and considerations set forth herein, the parties agree as follows:

Agreement

1.0 Definitions. All words or phrases not defined herein shall have the same meaning given to such words and phrases by the Ordinance, as may be amended from time to time, which Ordinance is incorporated herein by reference for such purpose.

2.0 Collection of Domestic Solid Waste, Bulk Refuse, Recyclable Materials and Yard Waste.

2.01 The Contractor shall collect, transport, and dispose of all Domestic Solid Waste from all Residential Units and other Participating Units within the City subject to the terms of this Agreement and the Ordinance.

2.02 The Contractor shall collect and transport Recyclable Materials, Yard Waste and Bulk Refuse from a Participating Unit upon the request of the owner or occupant of the Participating Unit

and shall deliver the same as follows: Recyclable Materials shall be delivered to an appropriate recycling facility; Yard Waste shall be delivered to an appropriate disposal, recycling, or composting facility; and Bulk Refuse shall be delivered to a properly licensed solid waste disposal facility. The Contractor shall be solely responsible to bill and collect its charges for such services from such owners or occupants.

2.03 The Contractor shall enter the Premises of a Participating Unit upon request by the owner or occupant in order to collect Domestic Solid Waste, Bulk Refuse, Recyclable Materials and/or Yard Waste from a designated location ("Rear Yard Service"). The designated location shall be outdoors and readily accessible. Rear Yard Service includes returning empty Refuse, Recyclable Material, and Yard Waste Containers to the designated location. Participating Units shall pay an additional charge for Rear Yard Service.

2.04 The Contractor shall provide the Services in a uniform manner to all Participating Units. If the Contractor requires owners or occupants of Participating Units to enter into a written agreement for any Service provided, Contractor shall do so using a written agreement which comports with this Agreement and the Ordinance and has been approved by the City.

2.05 The Contractor agrees that all Services provided herein, including without limitation collection, transportation, and disposal activities shall be conducted in accordance with applicable Michigan and federal laws and all ordinances, rules, and regulations of the City.

2.06 The Contractor agrees that all Domestic Solid Waste, Yard Waste and Bulk Refuse collected pursuant to this Agreement shall be disposed of only in licensed landfills and in accordance with all applicable Michigan and federal law and regulations and all ordinances, and regulations of the City. The Contractor agrees that all Recyclable Materials shall be prepared for and delivered to a secondary market (which may include a lawfully operating recycling facility) in accordance with all applicable Michigan and federal law and regulations and all ordinances and regulations of the City. The Contractor shall obtain and maintain all licenses, permits or other approvals required by law to perform its Services pursuant to this Agreement.

2.07 The Contractor shall defend, indemnify, and save harmless the City, and its departments, public officials and officers, agents, and employees from and against any fine, penalty, costs, or other charge (including without limitation, court costs and attorney fees) arising out of or in connection with the Contractor's Services or its failure to comply with all applicable laws, rules, and regulations governing the collection, transportation and delivery of all Domestic Solid Waste and other materials collected pursuant to this Agreement. Upon request of the City, the Contractor shall provide written documentation evidencing proper transportation and disposal of all materials collected by the Contractor pursuant to this Agreement. The Contractor's duties and obligations under this Section shall survive the expiration or termination of this Agreement.

2.08 During the term of this Agreement, unless earlier terminated in accordance with the provisions hereof, the Contractor shall have the exclusive, revocable right to provide the Services to Participating Units in the City.

3.0 Collection Schedule; Publication of Notice.

3.01 Regular collection shall take place each Monday morning no earlier than 7:00 a.m., except in the event of an emergency when so authorized by the City Manager. All collection and route schedules and amendments thereto are subject to the prior written approval of the City Manager.

3.02 Regular collection shall not take place on a holiday. In the event a holiday falls on a Monday, the collection service day that week will be on Tuesday. If the holiday falls on any other day, the collection service day will remain unchanged. For purposes of this Section 3, 'holiday' means New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas Day.

3.03 The Contractor shall make no changes to its schedules or operation affecting the City without receiving written approval from the City Manager at least thirty (30) days prior to the implementation of such a change. The Contractor shall assist the City, either financially or in a manner acceptable to the City, with the dissemination of notices to residents of the changes.

3.04 The Contractor shall offer Yard Waste collection service within the City at a minimum of 4 pick-ups per months from April 1 through November 30. If the volume of Yard Waste collected increases enough, as reasonably determined by the City, to warrant additional pickups, the City shall coordinate the date with the Contractor. The Contractor shall monitor and keep record of the number of yard waste containers being collected. This information shall be made available to the City upon request.

4.0 Containers; Method of Collection.

4.01 The Contractor, at its own expense, shall provide Participating Units with the following:

- 1) 32 or 96 gallon solid waste container(s) that are clean, watertight, and insect and vermin proof ("Refuse Containers");
- 2) 96 gallon containers for Yard Waste ("Yard Waste Containers"); and
- 3) Recyclable Materials containers in such quantities as may be requested by the owner or occupant.

The Contractor shall not be required to collect any Domestic Solid Waste if not properly contained in a Refuse Container. The Contractor agrees that a trash bag up to 32 gallons and containing up to 50 pounds of Domestic Solid Waste may be placed in a Refuse Container. Further, Contractor agrees that a 96 gallon Refuse Container may contain up to 250 pounds of Domestic Solid Waste. The Contractor shall not be required to collect any Yard Waste not properly contained in a Yard Waste Container.

4.02 Containers damaged through the negligence or carelessness of the owner or occupant of a Participating Unit shall be replaced by the Contractor and the cost thereof may be charged to the owner or occupant. The Contractor will replace, at its own expense and at no cost to the owner or occupant of a Participating Unit, Containers which are stolen, which have been damaged by the Contractor's vehicles or which become damaged or unusable through normal wear and tear.

5.0 Further Obligations of the Contractor.

5.01 The Contractor shall provide safe, clean, compaction type collection trucks displaying Contractor's name. All equipment used by the Contractor shall be maintained in a safe and reasonably clean condition at all times, and operated and in a manner which does not create a nuisance. Collection trucks shall not be parked on City streets except as is reasonably necessary in connection with the provision of Services. Collection trucks of an appropriate size shall be used to provide Services on streets that are narrower than typical city streets, including but not limited to Vine Street, Lakeview Drive and Shorewood Drive.

5.02 All facilities, vehicles, and equipment used by Contractor shall meet all federal and state of Michigan requirements for safety and sanitation. The Contractor shall maintain an adequate number of vehicles and employees to provide the Services.

5.03 The Contractor shall comply with all Michigan and federal laws, regulations and executive orders relating to hiring, hours of work, manner of pay, workers' compensation and unemployment benefits.

5.04 The Contractor shall hire and pay its employees as employees of the Contractor. Persons hired by the Contractor shall not be deemed to be employees of or otherwise in any joint venture or other relationship with the City.

5.05 The Contractor shall be responsible for, and the City shall bear no responsibility for, the assessment, billing, processing, and the collection of all charges imposed by the Contractor upon Participating Units. The Contractor may use only lawful means of collecting or attempting to collect delinquent charges owed by the owner or occupant of a Participating Unit. If the Contractor suspends Services to a Participating Unit as a result of nonpayment of charges due to the Contractor, the Contractor shall notify the City Manager seven (7) days prior to the suspension of service and shall provide written justification for the suspension of service.

6.0 Service Investigation and Complaints.

6.01 The Contractor shall maintain an adequately staffed office and regular office hours for the receipt of service calls, questions and complaints regarding the Services. The Contractor agrees to maintain regular contact with the City for the purpose of receiving and responding to such questions and complaints.

6.02 The Contractor agrees to record all complaints and requests for investigations received at its designated office or at the City Administrative Offices on a service investigation form

acceptable to the City Manager. The service investigation form shall indicate the date and time the complaint or request for investigation was received, the date and time the Contractor was notified if such complaint or request for investigation was received by the City, the name, address, and telephone number of the complainant, and the nature of the complaint or investigation. The Contractor shall retain two (2) copies of the service investigation form and shall supply one (1) copy to the City Manager or his or her designee. The Contractor agrees to provide service investigation forms at its own expense.

6.03 Upon receipt of a complaint or request for investigation, Contractor agrees to promptly investigate the incident and take such corrective action as is necessary to comply with its obligations under this Agreement, and all ordinances, rules, and regulations of the City. When the Contractor is at fault due to its negligence or carelessness, and the Contractor receives notice of the complaint by 3:00 p.m., corrective action shall be taken within twenty-four (24) hours after the Contractor is notified of the incident. If the Contractor receives notice of the complaint after 3:00 p.m., corrective action shall be taken within forty-eight (48) hours after the Contractor is notified of the incident. In the event of a difference of opinion as to the validity of the complaint or the fault or responsibility of the Contractor, the decision of the City Manager shall be binding on the Contractor.

6.04 Upon completion of its investigation and the taking of corrective action as required by this Section, the Contractor agrees to record the nature of the corrective action taken and the date and time of such action on the remaining two (2) copies of the service investigation form in its possession. The Contractor shall retain one (1) copy of the completed service investigation form and deliver the remaining one (1) copy to the City Manager or his or her designee.

7.0 Obligations of the City.

7.01 The City shall provide to the Contractor a list of Residential Units within the City.

7.02 The City shall notify Participating Units, except for Participating Units receiving Rear Yard Service, to place Refuse Containers, Recyclable Material containers, Bulk Refuse and other items to be collected by Contractor at the front of the curb line of the Participating Unit in plain view of the roadways.

8.0 Compensation.

8.01 The Contractor shall directly bill each Participating Unit for the collection of Domestic Solid Waste, Rear Yard Service and Yard Waste in the amounts set forth in the rate sheet incorporated herein and attached as Exhibit A. The Contractor shall not charge Participating Units for the collection and disposal of Recyclable Materials.

8.02 The Contractor shall be entitled to compensation for collecting Bulk Refuse in such amounts as it typically charges, as agreed by the Participating Unit.

8.03 Participating Units shall be offered various payment options for Services, including

payment by credit or debit cards.

8.04 The compensation set forth in this Section 8 shall be the only compensation paid to the Contractor for Services performed under this Agreement.

9.0 Hold Harmless; Insurance; Letter of Credit.

9.01 The Contractor agrees to defend, indemnify, and hold harmless the City, and its departments, public officials and officers, agents, and employees from and against any and all loss, expense, damage, charge, claim, liability, demand and cost (including without limitation, court costs and attorney fees) for injury to or death of persons, or injury to or destruction of property suffered or alleged to have been suffered, arising out of or in connection with the Agreement or any act or omission of the Contractor or any agent or employee of the Contractor in the course of the performance of the work provided in this Agreement or to the Participating Units. The Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

9.02 Except for hazardous or toxic substances necessary for the operation of vehicles and office equipment used by the Contractor in the ordinary course of business, the Contractor shall not cause or permit any hazardous or toxic substances to be released, stored, produced, emitted, disposed of or used in connection with the Agreement or any act or omission of the Contractor or any agent or employee of the Contractor in the course of the performance of the Services provided per this Agreement or to the Participating Units. As used in this section, the term "hazardous or toxic substance or material" shall include, but not be limited to, any material or substance which is deemed a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USCA §9661 et seq. as amended, or pursuant to the Michigan Natural Resources and Environmental Protection Act, MCLA 324.101, et seq. as amended, and rules and regulations promulgated under either Act. The Contractor shall hold the City harmless from, indemnify it for, and defend it against any and all cost, claims, losses, liability, damages, administrative and criminal proceedings, or other actions as a result of the Contractor's breach of such condition; provided, however, that in no event shall the Contractor have any liability to the City, under this Section or otherwise, solely as a result of the unlawful act or omission of the owner or occupant of a Participating Unit. The Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

9.03 The Contractor shall secure and maintain, for the duration of the term of this Agreement, workers' compensation insurance, environmental liability insurance, and general liability insurance for bodily injury and property damage in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence for bodily injury, and not less than \$500,000 per occurrence for property damage. Any policy maintained to satisfy this requirement shall be placed with insurance carriers fully licensed and authorized to do business in the state of Michigan. The City, its departments, public officials and officers, employees, and agents shall be additional named insureds on all such policies of insurance. The Contractor shall deliver said policies or certificates of insurance to the City.

9.04 In order to secure the faithful performance of this Agreement by the Contractor, no

later than the effective date of this Agreement the Contractor shall deliver to the City an irrevocable and unconditional letter of credit acceptable to the City naming the City as payee in the amount of \$10,000.

10.0 Nonperformance.

10.01 In the event that the Contractor shall fail, neglect, or refuse to perform any or all of its duties, obligations, or responsibilities under this Agreement, the City may, after five (5) days written notice to the Contractor, perform such duties, obligations, or agreements, or have such duties, obligations, or agreements performed and charge all costs thereof to the Contractor, and the Contractor shall pay all of said costs to the City. The City may also draw on the letter of credit provided under Section 9.04 of this Agreement to defray such costs. If such failure, neglect, or refusal continues for 30 days after such written notice, the City shall exercise its right of termination under Section 11.01 of this Agreement, and pursue any and all legal remedies to which it may be entitled.

11.0 Right of Termination; Notice.

11.01 The City and Contractor shall have the right to terminate this Agreement in the event of a material breach by the other party of any of the covenants, terms, or conditions of this Agreement and such material breach or nonperformance continues for a period of 30 days after written notice of such material breach or nonperformance is provided to the other party.

11.02 The City shall have the right to immediately terminate this Agreement in the event that the Contractor ceases operation of its business by reason of insolvency, bankruptcy, or similar proceeding, whether voluntary or involuntary, or for any other reason.

11.03 The City shall have the right to immediately terminate this Agreement in the event Contractor fails to obtain or maintain any licenses, permits or other approvals required to provide the Services or fulfill its obligations under this Agreement.

11.04 The City shall have the right to immediately terminate this Agreement in the event Contractor is in default to the City.

11.05 In the event of a termination under Section 11.01, 11.02, 11.03 or 11.04 by the City, the Contractor shall be liable to the City for any damages the City sustains by virtue of Contractor's breach of this Agreement and any reasonable costs the City might incur in enforcing or attempting to enforce this Agreement, or in finding alternative methods for carrying out the purposes and covenants of this Agreement including reasonable attorney fees. It is expressly understood that Contractor shall remain liable to the City for any damages the City may sustain in excess of any set-off. The City reserves the right to collect such damages, recover attorney fees and pursue specific performance regarding the administration of this Agreement. The City acknowledges its obligation, in the event of a termination of this Agreement, to mitigate its damages by engaging a different contractor to render the Services as soon as reasonably practicable after the date of termination.

11.06 In addition to any other remedies available under this Agreement or at law or equity, the prevailing party in any lawsuit between the City and the Contractor to enforce any provision of this Agreement may recover its actual reasonable costs, including without limitation, attorneys fees and other legal expenses incurred to investigate, bring, maintain, or defend any action from its first accrual or first notice thereof through any and all appellate and collection proceedings. To the extent not otherwise prohibited by law, the parties agree that the jurisdiction and venue for any action brought pursuant to or to enforce any provision of this Agreement shall be exclusively in the state courts in Allegan County, Michigan.

11.07 In the event of a termination of the Agreement, Contractor agrees to use its best efforts to transition the Services to a new contractor in order for Participating Units receive continuous and uninterrupted service.

12.0 Assignment. The Contractor shall neither assign nor subcontract this Agreement or any part thereof, to any person, firm, or organization unless said assignment or subcontract is first approved in writing by the City. The Contractor agrees that such written approval may be granted or withheld in the sole discretion of the City. Any attempt to assign this Agreement without prior approval shall render the Agreement null and void.

13.0 The Term of Agreement.

13.01 The term of this Agreement shall be from October 1, 2008 through September 30, 2013.

14.0 Miscellaneous Provisions.

14.01 The terms of this Agreement may be modified, changed, or altered upon the mutual written agreement of the Contractor and the City. No such amendment shall be effective or binding unless it expressly makes reference to this Agreement, is in writing, and is signed by the Contractor and duly authorized representatives of the City.

14.02 Neither the City nor the Contractor shall be considered or construed as the agent of the other, nor shall either party have the right to bind the other in any manner whatsoever, and this Agreement shall not be construed as a contract of agency.

14.03 This Agreement shall be governed in all respects, whether as to validity, construction, performance or otherwise, by the laws of the State of Michigan.

14.04 If any paragraph, section, clause, or provision of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the validity or unenforceability of such paragraph, section, clause, or provision shall not affect the validity of any and all remaining paragraphs, sections, clauses, or provisions.

14.05 All notices, approvals, consents, requests, demands, or formal actions hereunder shall be in writing and mailed or delivered to the following addresses:

To the City:
City of Saugatuck
102 Butler Street
P.O. Box 86
Saugatuck, Michigan 49453
Attn: Kirk Harrier


To the Contractor:
Chef Container, LLC

_____, Michigan 49____
Attn: _____

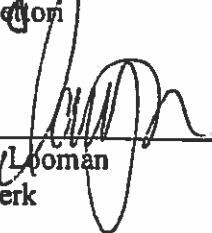
The City or the Contractor may by written notice to the other, designate any additional or different addresses to which subsequent notices, approvals, consents, requests, demands, or formal actions shall be sent.

14.05 This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior conflicting oral or written representations, understandings, or agreements relating to the subject matter hereof. As a condition of entering into this Agreement, the City has relied upon all representations or warranties made by the Contractor in the course of the bidding procedure, the Agreement documents, or the discussions and negotiations between the Contractor and the City prior to the effective date of this Agreement, unless specifically superseded by this Agreement. However, this Agreement shall control with respect to any conflict between it and the representations or warranties of the Contractor. The Contractor acknowledges that the terms of this Agreement supersede any and all prior representations or warranties of the City, and that the City is not bound by any terms not contained herein.

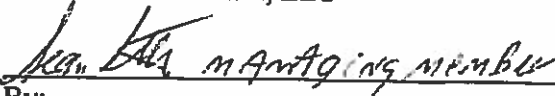
14.06 Any failure to enforce any provision of this Agreement or waiver by the City of any breach by the Contractor of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement or any subsequent breach by the Contractor of any provision of this Agreement.

CITY OF SAUGATUCK


By: Tony Veltom
Its: Mayor



By: Monica Looman
Its: City-Clerk

CHEF CONTAINER, LLC


By: *MANAGING MEMBER*
Its: *MANAGING MEMBER*

Exhibit A
Rate Sheet
Effective ~~April 1, 2013~~ *October 1, 2013*

Rates for <u>City of Saugatuck</u> Collection and Disposal of Rubbish/Refuse/Garbage and Collection and Recycling of Recyclable Materials.						
2013 - 2018						
Monthly Service Rate per Residential Customer For 12-Months						
Pickup Frequency	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
32 GAL WEEKLY (curbside)	10.65	10.92	11.19	11.47	11.76	12.05
96 GAL WEEKLY (curbside)	11.89	12.19	12.49	12.80	13.12	13.45
REAR YARD P/UP (additional cost)	8.28	8.49	8.70	8.92	9.14	9.37
YARD WASTE (April thru November)	121.42	124.46	127.57	130.76	134.02	137.38

Note: Price are based on current fuels cost based on on \$4.75 per gallon for diesel

***** Seasonal trash service is available for a minimum period of six months. Seasonal service must be paid in advance.**



City Council Agenda Item Report

City of Saugatuck

FROM: Kirk Harrier, City Manager

MEETING DATE: August 26, 2019

SUBJECT: 700 Manchester Drive – Recommendation of Award

DESCRIPTION

Bid award recommendation for the Manchester Drive Drainage Improvements Project. 4 bids were received with a high bid of \$45,511 and a low bid of \$26,536.

BUDGET ACTION REQUIRED

Funds have been appropriated for the expenditure in the FY 19/20 budget

LEGAL REVIEW

N/A

SAMPLE MOTION:

Motion to **approve/deny** the recommendation from the City’s engineering firm and award the 700 Manchester Drive Drainage Improvements project to Southwest Transport Co. in the amount of \$26,536.



RECOMMENDATION OF AWARD

August 21, 2019

Kirk Harrier
City of Saugatuck
102 Butler Street
PO Box 86
Saugatuck, Michigan 49453

RE: 700 Manchester Drive Drainage Improvements

Dear Mr. Harrier:

We have reviewed the bids for the 700 Manchester Drive Drainage Improvements project and summarized the bids on the attached spreadsheet. A total of four (4) bids were received with one (1) that was below our estimate of \$34,100. The bids are fair and competitive.

The low bid was submitted by Southwest Transport Co. in the amount of \$26,536. They have estimated it will take 10 working days to complete the work. Based on our firm's experience with Southwest Transport Co., we are confident that they are capable of doing a quality project for the City of Saugatuck.

Based on the above, we recommend award to Southwest Transport Co., in the amount of \$26,536.

Please feel free to contact me with any questions.

Sincerely,

FLEIS & VANDENBRINK

A handwritten signature in cursive script that reads "Lindsay Sagorski Munsell".

Lindsay Sagorski Munsell, P.E.
Project Manager

Enclosure(s)



City Council Agenda Item Report

City of Saugatuck

FROM: Kirk Harrier, City Manager
MEETING DATE: August 26, 2019
SUBJECT: Regional Stakeholders Meeting (Blue Star Trail)

DESCRIPTION:

The Friends of the Blue Star Trail (FOTBST) is a 501(c)(3) non-profit advocacy group incorporated in the State of Michigan in 2010. The organization is structured for the charitable purpose of promoting the development and continuance of the Blue Star Trail from South Haven to Saugatuck according to their state filing documentation. The organization has promoted the proposed Blue Star Trail project as a 20 mile regional trail as it would traverse multiple governmental jurisdictions.

The last construction estimate reported two years ago to complete the project was \$11 million. The organization is recommending the majority of funding needed for the project be obtained through various state matching grants. The specific granting agencies identified are the Michigan Department of Transportation (MDOT) and the Michigan Natural Resources Trust Fund (MNRTF). The FOTBST is not a governmental organization therefore they are not eligible to apply for or receive these state grants so the applicant(s) will need to be a governmental agency. The FOTBST has suggested the following funding model for the proposed project:

\$11 MILLION TOTAL ESTIMATED PROJECT COST

- 50% MDOT GRANT (\$5.5 million)
- 25% MNRTF GRANT (\$2.75 million)
- 25% LOCAL DOLLAR MATCH = (\$2.75 million)

The FOTBST have stated they will participate by assisting with the required 25% local dollar match to aid in the construction efforts as well as offering to contribute to on-going maintenance expenditures of various sections of the trail. Since 2012 the organization has reportedly raised a total of \$673,655 through donations and fundraising activities. Currently the organization has a balance of \$170,000 on deposit.

The project the FOTBST is advocating encompasses 20 miles of proposed public infrastructure through multiple governmental jurisdictions which does present some unique challenges. At a minimum, the various governmental jurisdictions will need to prioritize this project in their existing capital improvement plans as well as dedicate sufficient staff time and budget the necessary monetary resources to the project for it to be successful in the short-term as well as the long-term.

The FOTBST is currently focusing their efforts to encourage Saugatuck City Council to approve and construct a portion of trail within the City of Saugatuck’s jurisdiction on the Blue Star Bridge to Maple Street along the Blue Star Highway. Given the complex nature of this project overall, the Saugatuck City Council may want to take a proactive approach and organize a regional stakeholders meeting in order to bring the collective governmental units (owners of the proposed trail) together to discuss various components of this multifaceted project. The last stakeholders meeting was organized by the FOTBST and was held two years ago at the Saugatuck Township offices on August 15, 2017. Since that time, there has been significant turnover of administrative staff and elected officials in most of the governmental units along the 20 mile proposed route. If the Council chooses to proceed with a stakeholders meeting, it may be beneficial to limit invitees to one elected representative and one administrative staff member from each entity in order to keep the meeting manageable. The following governmental entities would be suggested to participate—Allegan County Board of Commissioners, Allegan County Road Commission, City of Douglas, City of Saugatuck, Saugatuck Township, Casco Township, and Ganges Township. A representative(s) from the FOTBST should also be invited to attend as they are the organization advocating the regional project.

BUDGET ACTION REQUIRED

N/A

COMMITTEE/COMMISSION REVIEW

N/A

LEGAL REVIEW

N/A

SAMPLE MOTION:

Motion to **approve/deny** directing city staff to schedule a Blue Star Trail regional stakeholders meeting to include one elected representative and one administrative staff from the Allegan County Board of Commissioners, Allegan County Road Commission, City of Douglas, City of Saugatuck, Saugatuck Township, Casco Township, Ganges Township and two representatives from the Friends of the Blue Star Trail organization.



Memo

To: Saugatuck City Council
 From: Kirk Harrier—City Manager
 Date: August 23, 2019
 Re: Holiday Lighting Proposal

City Council met with Nick Weaver from Chips Ground Cover at the August 8th meeting to discuss holiday lighting options for the downtown. The City previously has had a contract with Chip Ground Cover for the last few years and the last 3 year contract expired after in the beginning of 2019. The City Council has appropriated \$9,000 in the FY 19/20 budget for holiday lighting purposes.

Attached is a proposal for various ideas. Mr. Weaver pointed out a few things that might help clarify the proposal:

- Option A is to repeat what we've done for the past 3 years, using the same amount of lights and motifs. (Material costs have increased).
- Options B, C, and D are listed with the goal of showing alternate design ideas while keeping costs similar to the past 3 years.
- FYI for option B & C: Some of the trees do not provide a nice canopy to install lights in. We'd be able to install in most trees, but not necessarily all, and we won't be able to install any lights on the "building side" of trees that have electrical lines running through. (As an example: There is a tree south of Mason on the West side that would not be able to be lit, due to the entire tree being behind power lines.)
- Option D (trunk wrap) eliminates the need of rented equipment, and makes installation much easier therefore reduces cost. This is the style of installation we do Downtown Holland; warm white lights. Saugatuck used "cool white" lights for the past 3 years.
- Cascading Icicle lights were mentioned during the meeting and are listed as an option (Option E). There are lots of these types of lights on the market. Pricing was built using sourcing from a vendor we've used for a long time and we trust. There are less expensive options for this type of light; but based on our experience: you usually get what you pay for. Lesser expensive material usually leads to more service calls and lighting outages. (Better material results in less downtime. Downtime usually leads to frustration for both parties.) The type of light we would use can be seen from an online competitor here: <https://www.christmaslightsetc.com/LED-Snowfall-Lights--887.htm> (\$85-\$110 for a box of 5 lights,

plus the cost of the strand/socket plus material prep time and extension cords.) If Counsel likes the idea and look, but needs to reduce price, we can reduce the amount of lights being used (would take away from the “wow” factor). Cascading lights would look amazing, but they are not cheap and we would need a lot of them to make the display look nice. (Maybe outside fundraising / private donors?) Installation would be slightly easier (quicker) than snowflake motifs, but cost of material is a hurdle....)

- Keep in mind pricing for any option can be decreased or increased by decreasing increasing the amount of lighting being used. If council would like more lights through the city without increasing costs, we could reduce the amount of lights per tree and increase the amount of trees being lit. Keep in mind that cost is determined by amount of strands and job difficulty.
- It seems early, but time goes fast. We need to source material, ensuring vendors have supply (they often run low later in the season) and schedule installation for what will be a very busy season for our crews. Hoping we could have design / plan together by September 20 and installation scheduled for end of October.

Brainstorming other design ideas:

- Lighting every-other tree (but having tons of lights on the trees that are lit)?
- Spreading Canopy lighting into Culver by reducing the amount of lights per tree on Butler?
- Option D but including trunk wraps around to Culver? (If option D was selected, tried for 2019 Christmas but results in negative feedback, we could change display in 2020 utilizing same material. 2020 pricing would need to be reassessed if display changes occur. But the City isn't necessarily “locked into” the display they decide on for 2019).
- Lighting trees near intersections only. Installing very, very heavily (and with cascading icicles or other decorations) to make a really dramatic look?
- Warm white, cool white, or pure gives the “cleanest look” in my opinion. But we could try other color schemes?



11931 E Lakewood Blvd • Holland MI 49424 • info@chipsgroundcover.com • Phone - 616.546 9196 • Fax - 616 546 9210

Christmascape Renewal. Prepared For:

NAME: CITY OF SAUGATUCK ATTN: KIRK HARRIER **DATE:** 08-14-19
PHONE: 269-857-2603 **EMAIL:** KIRK@SAUGATUCKCITY.COM
BILLING ADDRESS, CITY, STATE, ZIP: 102 BUTLER ST. PO BOX 86. SAUGATUCK MI 49453
JOBSITE ADDRESS, CITY, STATE: BUTLER STREET (STARTING AT 1/2 BLOCK OF MAIN (325 MAIN ST). AND CULVER ST.

Thank you for your interest in our services! We take pride in the displays we create (we call them "Christmascapes!") for your enjoyment and we hope to work with you soon.

Item #	Description: ** All pricing based on product availability, which is unknown at the time of this quote.**	Annual Cost (w/ 3-year agreement)
Option A	<u>Create Display Similar to Previous Year (Using Mini Lights and Snowflake Motifs)</u> Installation, Service, Takedown, and Storage of approximately 270 snowflake motifs (12" & 18") and approximately 180 strands (9000 lights) of LED MINI lights in tree canopies along Butler Street from Water St almost to Main Street (tree lighting stopping in trees in front of 325 Butler).	\$13,125
Option B	<u>Canopy Lighting Only (Using only Mini lights).</u> Installation, Service, Takedown, and Storage of approximately 400 strands (20,000 lights) of LED MINI lights in tree canopies along Butler Street from Water St almost to Main Street (tree lighting stopping in trees in front of 325 Butler).	\$9,825
Option C	<u>Trunk Lighting & Canopy Lighting (Using Only Mini Lights)</u> Installation, Service, Takedown, and Storage of approximately 400 strands (20,000 lights) of LED MINI lights in tree canopies and trunks along Butler Street from Water St almost to Main Street (tree lighting stopping in trees in front of 325 Butler).	\$9,825
Option D	<u>Trunk Lighting Only (Using Only Mini Lights)</u> Installation, Service, Takedown, and Storage of approximately 318 strands (15,900 lights) of LED MINI lights wrapping tree trunks and select branches from ground to approximately 11' height. Small trees may allow along Butler Street from Water St almost to Main Street (tree lighting stopping in trees in front of 325 Butler).	\$6,875

Option E	<p><u>Mini Lights and Cascading Icicle Lights in Tree Canopy</u></p> <p>Installation, Service, Takedown, and Storage of approximately 270 Cascading “Icicle Lights” 180 strands (9000 lights) of LED MINI lights in tree canopies along Butler Street from Water St almost to Main Street (tree lighting stopping in trees in front of 325 Butler). **Pricing based on material (icicle) availability, which is currently unknown</p>	\$15,125
Service	<p>Pricing Includes up to 20 free service calls per season upon renewal acceptance. Service calls are typically completed within 72 hours of notice of the closest business day, weather and safety depending (Saturday and Sunday calls will be processed Monday). Each additional service call billed at \$85 first hour (minimum). \$75 each additional hour, billed in 15 minute increments. Material needing replacement due to theft, vandalism, or acts of nature may be billed additional. Material to be replaced due to installation error or manufacturer defect will be completed at no additional costs. No Sunday or Holiday call-outs.</p>	