



## CITY COUNCIL MEETING AGENDA

November 27<sup>th</sup> – 7:00 pm

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

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Mayor's Comments
5. City Manager Comments
6. Agenda Changes *(Additions/Deletions)*
7. Guest Speakers
8. Public Comment on Agenda Items Only *(Limit 3 minutes)*
9. Consent Agenda: *(Roll Call)*
  - A. Regular City Council Meeting Minutes – November 11<sup>th</sup>, 2023. Pg 3
10. Staff Reports, Boards, Commissions & Committees:  
Starting on Pg.9
  - A. Staff Reports:
    1. City Manager
    2. Treasurer
    3. Planning and Zoning
    4. Department of Public Works
    5. Police
    6. Engineer

**NOTICE:**

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

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

Then enter "Meeting ID":  
**2698572603**

Please send questions or comments regarding meeting agenda items prior to meeting to:  
[ryan@saugatuckcity.com](mailto:ryan@saugatuckcity.com)

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

**B. Boards, Commissions & Committees:**

1. Fire District Administration Board
2. Interurban Board
3. Kalamazoo Lake Sewer & Water Authority
4. Kalamazoo Lake Harbor Authority
5. Zoning Board of Appeals
6. Historic District Commission
7. Planning Commission
  - a) Short Term Rental Task Force
8. Parks & Public Works Committee
9. Tri-Community Non-Motorized Trail Study Committee
10. Tri-Community Recycling Ad-Hoc Committee

**11. Request for Payment:** None

**12. Approval of Accounts Payable:** *(Roll Call)*

- A. Accounts Payable in the amount of \$135,761.94 Pg.21

**13. Introduction of Ordinances:** None

**14. Unfinished Business:** None

**15. New Business:**

- A. Organization Meeting- Appointment of Council Members
- B. 850 Park Street Erosion Pg.22 *(Roll Call)*
- C. Bridge Street Repaving Pg.32 *(Roll Call)*
- D. 615 Park St. Public Hearing on Waiver from Moratorium Request Pg.36 *(Roll Call)*
- E. 120 Mary Street Re-Zoning Pg.40 *(Roll Call)*
- F. General Service Agreement with C2AE for Design and Construction of Blue Star Trail Multimodal Path Pg.48 *(Roll Call)*
- G. Special Event Application- Holiday Parade Pg.55 *(Voice Vote)*

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

**17. Correspondence**

- A. Boards/Commission Opening Pg.65

**18. Council Comments**

**19. Adjourn** *(Voice Vote)*



**CITY COUNCIL MEETING MINUTES - Proposed  
November 13<sup>th</sup>, 2023**

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

**Call to Order:**

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

**Pledge of Allegiance.**

**Attendance:**

Present: Mayor Dean, Mayor Pro-Tem Stanton and Councilmembers Baldwin, Leo, Lewis, Gardner, Muncey.

Absent: None.

Others Present: City Manager Heise, Treasurer Stanislawski, Department of Public Works Superintendent Herbert, Attorney O'Meara and Clerk Wolters.

**Mayor's Comments:**

Mayor Dean suggested an agenda change of moving Item #15e (Election of Mayor and Mayor Pro Tem) to Item #5.

*Motion by Lewis, second by Muncey to move item #15e to the next item, number five selection of Mayor and Mayor Pro-Tem. Via voice vote, motion carried unanimously.*

Mayor Deam thanked City Clerk Jamie Wolters, Deputy Clerk Sara Williams and their team of volunteers for holding a safe and secure election last week Tuesday. Congratulated Councilmember Russ Gardner on his re-election to Council. Congratulated Holly Anderson and Logan White on their election and welcomed them to the Council. Thanked outgoing Councilmembers Garnet Lewis and Holly Leo for their four years of service on the City Council.

**Selection of Mayor and Mayor Pro-Tem:**

Attorney O'Meara explained the process to Council.

*Motion by Lewis, second by Leo to nominate Lauren Stanton for the position of Mayor of Saugatuck. Via voice vote, motion carried 5-2. Gardner voted no and Muncey voted no.*

Mayor Stanton presided over the meeting and asked for Mayor Pro-Tem nominations:

*Motion by Leo, second by Lewis to nominate Helen Baldwin for Mayor Pro-Tem.*

*Motion by Gardner, second by Muncy to nominate Gregory Muncey for Mayor Pro-Tem.*

*Vote on Mayor Pro-Tem Helen Baldwin. Via voice vote, motion carried 5-2. Gardner voted no and Muncey voted no.*

Mayor Stanton thanked for the vote of confidence and appreciates Helen for taking on the role of Mayor Pro-Tem and everyone's willing to serve.

**City Manager Comments:** City Manager Heise noted his report is on page seven.

**Agenda Changes:** None.

**Guest Speakers:** None.

**Public Comment on Agenda Item Only:**

Mark LaChey, resident: Thanked City Councilmembers Lewis and Leo.

Vicky Cobb, resident: Noted Mayor Stanton and Mayor Pro-Tem capabilities to take on these roles.

Dan Fox, resident: Spoke regarding the airport property of an analysis report from an engineering firm in 2009.

Glenna DeJong, resident: Spoke in support of the airport property recommendation.

Marsha Caspar, resident: Spoke in support of the airport property recommendation.

Luis Allen, non-resident: Began to speak on non-agenda item, Mayor Stanton asked to comment during next public comment period.

Holly Anderson, resident: Thanked Council for last two years. She congratulated Russ and Logan.

Christine Murphy-Pierce, resident: Spoke in favor of the Expanded Outdoor Eating Area dates not to change.

Keith Charak, resident: Spoke highly of Lewis and Leo. Told Council there are rare fox dens on the airport property.

**Consent Agenda:**

- A.** Regular City Council Meeting Minutes – October 9, 2023. *Change by Lewis- from Mr. Dean to Mr. Dean Kapenga.*

*Motion by Lewis, second by Dean to approve the regular city council meeting minutes from October 9, 2023. Upon roll call vote, motion unanimously.*

**Staff Reports:**

City Manager, Director of Planning & Zoning, Treasurer, DPW Superintendent and Engineer submitted status reports of current activities since the last Council meeting on October 13, 2023, for their respective departments.

**Boards, Commissions & Committees:**

Fire District Administration Board, Dan Fox: Update on the ambulance 2.0 study group. There is hope to have a meeting within the next 10 days to hear a presentation from a local ambulance company.

Interurban Board, Councilmember Muncey:

- Next meeting on the 21st.
- Subcommittee is working on expanding operating hours.
- Phyllis is looking for an engineer to work with on building expansion.

KLSWA: None.

Kalamazoo Lake Harbor Authority, Mayor Pro-Tem Stanton: None.

Zoning Board of Appeals: None.

Historic District Commission, Councilmember Lewis:

- Met on November 2<sup>nd</sup>.
- 333 Lucy was approved.
- 439 Butler was approved.

Planning Commission, Chair Councilmember Gardner:

- Meet this Thursday.

Short Term Rental Task Force, Mayor Stanton:

- Ryan Cummins presented Short-Term Rental Task Force recommendations at Council Workshop and Planning Commission.

Parks and Public Works Committee, Councilmember Baldwin:

- A couple of motions on the agenda for tonight that were discussed at length at the workshop and next meeting is the 28<sup>th</sup>.

Tri-Community Non-Motorized Trail Study Committee, Councilmember Leo:

- The trail is progressing and turning into a municipal infrastructure project and City Manager Heise is the point person and Parks and Public Works Committee will take the lead.

Tri-Community Recycling Ad-Hoc Committee, Councilmember Lewis:

- Reminder to Council that in spring there will be a renewal for the single hauler waste contract. Dougals set good example of updating theirs based on the Tri-Community Recycling Committee recommendations of twice a month recycle pick-up and inclusion of household hazardous waste day.

**Request for Payment:** None.

**Approval of Accounts Payable:**

A. Accounts Payable in the amount of \$ \$256,532.48.

*Motion by Muncey, second by Gardner to pay the accounts payable in the amount of \$256,532.48. Via roll call vote, motion carried unanimously.*

**Introduction of Ordinances:** None.

**Unfinished Business:** None.

**New Business:**

**Airport Property Recommendation:**

*Motion by Lewis, second by Leo to allow staff to prioritize the airport property trail system and conduct due diligence on the site to Council with recommendations for the safe and efficient utilization of the existing trail system. Via voice vote, motion carried 6-1. Gardner voted no.*

**Park Street Stop Sign Requests:**

*Motion by Dean, second by Lewis to allow staff to conduct due diligence on the installation of stop signs on Park Street at major intersections, focusing on Park and Campbell, and Park Perryman. Staff will report back to Council to discuss any engineering concerns and cost. Via voice vote, motion carried unanimously.*

**Expanded Outdoor Area:**

*Motion by Muncey, second by Lewis to adopt zoning ordinance no.231113-A and its amendments to Section 154.092(O) of the zoning ordinance to provide expanded regulations pertaining to restaurants with outdoor seating and expanded outdoor dining areas occupying public rights-of-way or public sidewalks. Via roll call vote, motion carried unanimously.*

**Expanded Outdoor Area Ordinance Repeal:**

*Motion by Muncey, second by Gardner to adopt ordinance no.231113-B, an amendment to the code of ordinances to remove the temporary licensing provisions for expanded outdoor dining areas from Section 96.33 to ensure consistency in the City's regulation of expanded outdoor dining areas. Via roll call vote, motion carried unanimously.*

**Public Comment:**

Glenna DeYoung, resident: Thanked Holly Leo and Garnet Lewis for their service over the last four years.

Marsha Caspar, resident: Echoed Glenna's comments regarding Garnet and Holly, also looks forward to what Lauren and Helen will pull off in the next few years.

Luis Allen, resident: Spoke in favor of Short-Term Rentals which allowed him to afford purchasing his home in Saugatuck.

Christine Murphy-Pierce, resident: Suggested using the airport property as an outdoor classroom as other local schools have added this to their curriculum recently.

Logan White, resident: Reported on the Saugatuck Film Festival and is looking forward to serving the City as a Councilmember.

Keith Charak, resident: Suggested the Council look at the parking situation on the hill.

**Correspondence:** None.

**Council Comments:**

- Councilmember Dean: Congratulated people on the Mayoral upgrade and is sure Mayor Stanton will serve the City very well. Democracy in action, every vote counts, and Mayor and Mayor Pro-Tem have earned it.
- Councilmember Muncey: Welcomed Holly, looking forward to getting to know her more and Logan as well. He got a lot of questions from guys at the Dunes Resort regarding Logan's candidate signs. Even though he voted no, he spoke to Mayor Stanton earlier in the day about

the process. Russ and himself did not know Ex Mayor Dean wasn't interested in running again until they heard it on the street over the weekend. He did not know Helen would be asked to be nominated for Pro-Tem. Thanked Mayor Stanton for saying she will reach out to him more often about conversations that others are having and not everyone's having. The conversation about the election did not happen at the workshop. This is his first year on Council and it was a surprise to see it on the agenda. The non-support from some of the Councilmembers that are leaving is noted.

- Councilmember Leo: Thanked everyone, it's been quite an odyssey. The first morning of her first Council meeting her three vehicles were vandalized along with her lawn. She was a parent affected by the old Council's involvement with the school bond and not being able to get the bike trail done. They fought for transparency, to fly the pride flag, getting the bike trail going. They were the first Tri-Community Committee. They found experts and wonderful people in Douglas, Township and City and made their case from the basics. Went to all stakeholders and checked every box. She is looking to everyone to continue the work and get the trail done. She was proud of the work of the old Council bringing on City Manager Heise unanimously. Her and Garnet's goal was to bring the community into being involved with parks, the DPW committee and short-term rental to begin to tackle some of the issues that wasn't happening. She thanked everyone for the opportunity and thanked everyone who had helped her.
- Mayor Pro-Tem Baldwin: Said a big thank you to Holly and Garnet for their service as they have changed things for the better. She welcomed Logan and Holly to Council and congratulated Russ on retaining his seat. She noted that they are not always going to agree on everything, but that is part of the deal. She congratulated the new very capable Mayor and thanked her for asking Helen to be her Pro-Tem and for the confidence of her peers seeing that through. She will work hard every day to earn that.
- Councilmember Garnder: The word odyssey is great and would be a great way to describe his past few years of experience on Council. He is looking forward to two more years on Council, especially with Logan and Holly. It will be a welcome breath of fresh air for the Council and look forward to continue to service with Scott Dean, Lauren as the Mayor, with Helen as the Pro-Tem. He wished best of luck to Holly and Garnet on the next phase of life. He is looking forward to better things for the City.
- Councilmember Lewis: Congratulations to Mayor and Mayor Pro-Tem with the first in the City with two women in the seats. Welcomed Holly and Logan, it will be an educational experience and will be the experience they want it to be. She thanked the City Staff as the unsung heroes that don't get a lot of kudos for what they do and what they have put up with. Caution everyone on Council and in the community to think about everything that staff deals with on a daily basis that no one has a clue about. She appreciates every one of them and thanked everyone.
- Mayor Stanton: Welcomed and congratulated Logan and Holly. The first time she met Holly was during a women's march that Holly oversaw. The first time she met Garnet was at coffee with the candidate and Mayor Stanton was the only one who showed up. She was at a lot of the Council meetings when Garnet and Holly first started. She appreciated both Holly and Garnet's fight for new businesses in town as Mayor was a new business owner. Their Tri-Community

efforts both put together were some of the first committees the City had and what everything should be going forward on so many things. It should include a Tri-Community effort.

**Adjournment:**

*Motion by Muncey, second by Lewis to adjourn the meeting. Upon voice vote, motion carried unanimously. Mayor Stanton adjourned at 8:22 p.m.*

Respectfully Submitted

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Jamie Wolters, City Clerk





## **City Managers Report – November 27, 2023**

### **Infrastructure- Cellular Service Discussions Continue with AT&T**

Next steps:

- 1) Review any concerns that the State Historical Preservation Office (SHPO) has with placing equipment within the existing boundaries of utilized facilities.
- 2) Schedule Special Meeting to review proposed lease, including rent negotiations. Return for Council approval.
- 3) Present to Council needed electrical upgrades for current code compliance, and in preparation for AT&T wireless infrastructure.
- 4) Final SHPO review and permitting.
- 5) 1<sup>st</sup> Net discussions and contract working with emergency service partners.

City staff is required to go to bid to select a vendor to assist with ensuring that current electric connections servicing the radome are safe and code compliant. There is a parallel discussion of including any necessary electrical upgrades as part of the AT&T improvements. The Department of Public Works has begun removing all ancillary equipment, allowing AT&T to finalize their design from the antenna array within the dome. The city will need to rotate a large existing antenna within the radome for the AT&T team to complete their design (allowing the existing antenna to stay intact). AT&T remains focused on completing this project by summer of '24... but is largely dependent on the City taking timely action on the following items: electrical upgrades, removing of non-historical & ancillary equipment, lease negotiations, final SHPO discussions and permitting.

### **Infrastructure- Discussions with AT&T on Potential Downtown WiFi**

On pause. Discussed project with Allegan County Broadband Director and will coordinate a “needs survey,” to be disseminated to business owners and residents. Also, looking for independent outside consultants to provide a proposal for site assessment.

Related to this item, is the planned meeting with 123 Net to discuss fiber improvements in the area, in coordination with Allegan County.

## **Infrastructure- Ongoing- Kalamazoo Lake Sewer and Water (KLSWA) Agreement- Tri-Community**

Meeting conducted with EGLE and the tri-communities along with Baker Tilly. Council has approved Water Asset Management Draft Plan.

The Tri-Communities have directly engaged with EGLE to ensure that our respective municipalities stay in compliance. Discussions with the City Council will continue to ensure that assets owned by the city are funded for replacement after their useful life.

## **Infrastructure - Blue Star Highway Multi-Modal Path**

Please look forward to a Parks and Public Works Committee discussion on how to maintain the existing palette sign and improve landscape, along with increasing vehicle and multi-modal safety at the intersection of Lake and Blue Star. Additionally, the public meetings will review options for the bridge crossing and will trigger a roughly fifteen (15) year-old discussion about the options for traffic signalization at Lake Street and Blue Star HWY.

## **MDOT Exit 36 and 41 Bridge Work**

Information on traffic detours provided through social media and constant contact email list, when appropriate.

## **Parks and Recreation Master Plan- Tri-Community Effort (Including Saugatuck Public Schools Community Recreation).**

A Tri-Community effort- Development of plan is underway. Community survey has been completed.

The purpose of the plan is to: Evaluation of recreation facilities • Identify recreational needs - public perception • Provide a guide for improvements – goals • Set timetable for improvements – actions • Eligible for recreation grants through DNR.

Sections of the plan include: • Community Description • Administrative Structure • Recreation Inventory • Recreation Needs / Deficiencies • Public Input Process • Goals and Objectives • Action Plan.

Public Input Methods include: • On-line survey • Public Input Open House • Input Collection at Community Event • 30-day Public Review • Public Hearing.

Timeline of the project- Five-month process ending with a plan adoption by Council in late January.

## **Ongoing- Oval Beach Staffing and Operations**

Winter maintenance and staff continuity.

## **City Hall**

City Hall exterior repair project complete! Many compliments were received on the fall decorations in the newly restored flower boxes and now we pivot to winter décor. Landscape and irrigation improvements are forthcoming. City staff is also working on soliciting a proposal for connecting storm gutters to the stormwater system to improve drainage. Interior renovations will be a discussion point for the City Council's strategic planning session.

## **Old news- Dune Ridge Waterfront Update**

Litigation continues...we typically do not discuss ongoing litigation.

## **Meetings**

- MME meeting to discuss Manager Council form of Gov't
- EGLE and managers meeting to discuss water asset maintenance
- Blue Star Trail meeting with stakeholders
- AT&T Meeting to discuss next steps and existing hurdles with SHPO
- C2AE and Friends of the Blue Star Trail meeting
- MME coordination meetings.

## **Council-Manager form of Government Tid-bit**

This statement is important to those in the business of government management and I'm using it again-- The City of Saugatuck has done well to conduct annual strategic planning meetings. The International City/County Management Association- *boards find it much easier to focus on the here and now. Some boards love to get into operational details of issues that the community is facing. From their perspective, the issues are real and tangible, and they feel they were elected to address and fix problems the community is confronting. It is this drive to confront the routine issues that arise in governing and managing a community that is intoxicating and gives board members a sense of accomplishment. This creates a certain board member mindset: Why waste time on strategic planning? Our strategic plan is getting things done. With this mindset, the entire organization and its resources are focused on this seemingly effective routine day-to-day governance approach.*

*But what about managing for the community's future? How do you manage both the routine day-to-day, but also position the community to take full advantage of emerging and future opportunities? It's very difficult to start talking to a board about becoming more strategic when they are in a cycle of managing the routine.*



### **Treasurer Report**

Below is a summary of notable activities carried out by the Treasurer's Office since the last council meeting on 11/13/2023:

- Paid routine bills
- Completed and disseminated bi-weekly payroll
- Proceeding with the 2023 audit coming soon!
- Processing Winter Tax Bills



## **Planning, Zoning and Project Report**

November 27, 2023

### **Planning and Zoning**

- Prepared items for Planning Commission meeting.
- Reviewed and worked with legal and engineer on Metropolitan Extension Telecommunication Rights-of-Way Oversight (METRO) Act permit request.
- Was on vacation from November 10 – November 17.
- Met and talked with property owners and applicants to answer questions and provide resources.
- Continued follow-up on complaints of code violations throughout the City.
- Completed planning and zoning casework as outlined in the chart below.

## Planning and Zoning Casework

615 Park St	Structural Improvements	Zoning permit application previously received for exterior wall, deck and foundation work. Some units will also receive interior re-builds due to water damage. Reviewed with legal and consultant. Advised applicants of issues related to substantial improvements in a floodplain, zoning, and current moratorium. Discussed further with applicant. Discussed market value questions with FEMA. Met in person with HOA president and applicant to discuss findings and options. Answered questions from additional independent appraisers. Received independent appraisal. Assessor and I reviewed. Sent questions on the appraisal back to association president. Received and reviewed responses from association. EGLE floodplain permit pending. Association has applied for waiver from moratorium. Public hearing noticed. Scheduled for November 27 Council meeting.
560 Mill and 860 Simonson	Enforcement	Enforcement of hardscaping in ROW report back to City Council for further policy direction occurred at September 20 workshop meeting. Work is ongoing in finalizing formal policy and ordinance amendments for Council review/decision.
717 Water #5	Short Term Rental	STR app. New owner of existing STR. Needed property transfer affidavit and fee paid. Both received. Sent to Fire Department for inspection. Failed two reinspections. Sent invoice. Passed reinspection. Still awaiting reinspection fee payment to issue certificate.
118 Hoffman	Enforcement	Complaint of structures built without screening or permits. Complainant advised outdoor refrigeration building was built in late winter/early spring. Checked area and discovered two structures built in northwest section of property. Refrigeration unit not permitted by zoning or historic district. Checked with MTS and no building permits. Prior approved plans and survey did not show any structures in the northwest area of the property. Assessing photos confirm this. Previously a mix of retail. Construction began on new restaurant in October 2021. Water Street East zoning changed in November 2020 to make restaurants a SLU instead of permitted use. No special land use or formal site plan approvals. Sent owner letter to apply for permits for recent structures and apply for SLU and formal site plan review for restaurant use. Met with owner and answered questions and provided resources. Owner submitted special land use and HDC application. HDC tabled pending further detail and plans. Planning Commission approved with conditions that other approvals are obtained. Variance application received. Requested as built survey to verify dimensions. Owner withdrew historic district and variance applications as they will now be removing the shed and freezer. Working on a timeline for this to occur.
296 Sugar Hill	New Home	Zoning app for new home. Needed height and FAR info. Provided definition. Updated application and plans received. Sent to consultant for review. Reviewed. Clarified patio distance. Water/sewer app received. Asked for clarification on sewer size. Updated sewer plan received. Engineer reviewed. Awaiting connection fees to issue permits.

## Planning and Zoning Casework Continued

125 Elizabeth	Short Term Rental / Enforcement	STR app. New STR. Sent to Fire Department for inspection. Discovered home is already being rented without a certificate. Also discovered hot tub and patio installed without zoning permits. Sent letter to owner to cease STR use until certificate is obtained and apply for zoning permits. Talked to owner. Answered questions. Provided resources. Discovered dwelling still being rented without STR certificate. Civil infraction notice issued. Asked about status of applying for zoning approvals for hot tub and patio. Owner paid fine. Advised he is working on applying for variances. Owner has missed deadlines to apply for variances. Provided final warning to apply or further enforcement will occur. Received another STR app from a party with a pending purchase of the property. Advised application cannot be processed until there is proof of ownership. Advised of unresolved zoning issues with hot tub and patio. Purchaser will be working with current owner to resolve.
570 Shorewood	New Home	Zoning app to demolish existing home and build new single family home. Reviewed zoning regulations, design review committee letter, and EGLE approvals. Contractor sent plans to Fire Department for review. Researched history of zoning in this area. Discussed with legal. Met with contractor and discussed application and requested 50 year high risk erosion information. Applicant engineer provided further detail and plans. Under further review.
298 Sugar Hill	New Home	Zoning app and plans for new home. Water/sewer app received. All reviewed. Needed sewer size clarified and stormwater plan. Updated sewer plans received. Received stormwater plans. Reviewed by engineer and feedback provided on stormwater. Stormwater approved. Awaiting connection fees to issue permits.
120 Mary	Enforcement/Rezoning Request	STR app. New STR in a single family home. Denied due to STRs only being permitted on second or third floors in water street east zoning district. Sent email and letter to owner and agent. Answered owner questions. Provided resources related to rezoning and use variances. Discovered home is being advertised and rented as an STR without the certificate. Issued a civil infraction notice. Fine paid. Conditional rezoning application received to change from Water Street East to City Center Transitional Residential. Reviewed with consultant and legal. Legal provided feedback to owner's attorney. Owner revised request to be a rezoning request with no conditions. Planning Commission reviewed in October and tabled to November meeting. Planning Commission recommended approval at November meeting. Pending Council decision.
145 Grant	Variance Request	ZBA application for setback and lot coverage variances for home addition and new garages. ZBA approved variances for home addition but denied variances related to detached garage. Owner submitted a historic district application but withdrew until a later date. Met with owner and answered his questions as he considers next steps.

## Planning and Zoning Casework Continued

439 Butler	Enforcement/Historic Request	Complaint of mural, signage, and window tint work occurring without permits. Checked site and found mural being painted and freshly painted wall signage. Some rear building windows did appear to be tinted. Sent owner a letter to stop work and apply for required permits . HDC app received for mural, paint touch up to wall sign, and window tint for rear unit. Chair advised full commission review needed. Advised applicant. Chair advised work was still occurring. Talked with applicant who denied any further work but stated scaffolding is still up. HDC approved signage and tint but denied mural request due to painting of unpainted masonry on contributing resources not meeting historic district guidelines. Continuing follow up with owner and property manager to develop timeline to remove unapproved mural.
149 Griffith	HDC	Revised plans received for HDC review. Request to remove porch extension. HDC approved. Reviewed signage and provided preliminary feedback. Also provided regulations to sign contractor. Awaiting sign application. Answered questions related to additional modifications the owner would like which will require zoning and historic district approval.
436 Shorewood	Enforcement	Complaint of a cut into the dune and installation of a retaining wall and parking space without a permit. EGLE also notified and advised permit was required. EGLE sending letter to apply for retroactive permit. They advised work was "minimal". Sent enforcement letter to apply for necessary zoning permits within 30 days (by 11/23). Association president seeking EGLE approval. Zoning app received. Need site plan and EGLE approval.
350 Mason	Enforcement	DPW discovered sidewalk closed and construction supplies left in ROW around tree. No permit. Sent owner notice to remove or apply for temporary right of way permit.
247 Grand	Short Term Rental	STR app. New STR. Sent to Fire Department for inspection.
890 Simonson	Water-Sewer Connection	Water-Sewer connection app. Asked applicant for additional fees and to clarify size.
344 Lucy	Revised HDC Plan	HDC app to revise previously approved plans. Deviations include a shed roof instead of a pergola, adding corbel, different exterior lights, and modifying existing front stoop to extend further east. Chair reviewed and agreed admin approval of changes. Fee needed to issue permit.
350 Mason	Water-Sewer Connection	Water-Sewer replacement app. Need application fee. Need updated plan of intended connection and plumber section filled out.
880 Holland	Cooler Replacement	Zoning and historic app to remove shed and install new cooler in same location. Met criteria for minor site plan amendment. Chair agreed admin approval. Only phase 1 approved. Future phases will require separate approval. Permits issued.



## Planning and Zoning Casework Continued

568 Mason	Foundation/Basement Addition	Zoning app to raise existing home and install a new concrete foundation and basement. Needed digital copy of plans and survey. Received. Current home and foundation encroach into side yard setback. Advised new foundation will need to meet setback. Updated site plan submitted. Approved permit with stipulation that stormwater management plan to be provided before certificate of occupancy issued. Also received street cut app to temporarily retire gas line. Engineer has no concerns. Street cut permit issued.
258/296 Hoffman	Step Repair	HDC app to repair steps. Sent to HDC Chair and he agreed admin approval. Zoning permit not needed as considered minor repair/improvement. Permit issued.
810 Allegan	Inquiry	Questions about STR certificates. ADU has SLU approval to be rented on its own. Advised to rent home, separate certificate required, but if no longer principal residence, will lose ability to rent ADU separately.
650 Water	Inquiry	Questions about zoning for property. Answered questions and provided resources.
165 Elizabeth	Short Term Rental	STR app. Previous STR. Sent to Fire Department for inspection. Passed. STR certificate issued.
446 Griffith	Short Term Rental	STR App. Renewing. Need fee paid and address and e-mail of local contact. Fee paid and info received. Sent to Fire Department for inspection. Passed. STR certificate issued.
423 Grand	Short Term Rental	STR app. New STR. Sent to Fire Department for inspection. Passed. STR certificate issued.
828 Park	Short Term Rental	STR app. New STR. Sent to Fire Department for inspection. Passed. STR certificate issued.
129 Griffith	Inquiry	Inquiry about damaged planters. Discussed previous encroachment agreement. Sent copy and advised any removal and restoration will require review and approval by City.
31 Butler	Inquiry	Questions about moratorium and waiver option. Answered questions.
149 Griffith	Enforcement	Dumpster in right of way without permit. Sent owner notice to remove or apply for temporary right of way permit. Temporary ROW app received. Needed insurance. Insurance received. Temporary right of way permit issued.
1050 Holland	Dock Replacement	Minor waterfront construction app to remove existing dock and replace with a new dock and boat hoist. Sent notification to adjacent property owners. Reviewed with consultant. Asked for clarification from applicant. Further detail reviewed. Permit issued.
816 State	Storm Sewer Connection	Storm sewer connection. Engineer reviewed. Plans updated and engineer approved. Permit issued with stipulation that curb and street cut, if needed, will require separate permit.



## Department of Public Works Report

Below is a summary of notable activities carried out by the Department of Public Works since the last council meeting on 11/13/2023:

### **Seasonal Decorations:**

Public Works staff has completed the installation of Christmas decorations throughout City parks, streets, and buildings.

### **Brush and Leaf Collection:**

200 dump trucks worth of leaves were hauled out of town during this past brush and leaf collection. The scheduled collection was for November 14<sup>th</sup> and 15<sup>th</sup>, however, to manage the amount of material, DPW began picking up piles on November 10<sup>th</sup> and finished on November 17<sup>th</sup>. With one more brush and leaf collection scheduled in November, it is estimated that 350 piles will have been trucked out of town during the month of November alone.

### **Meetings:**

- **11/13/2023** – DPW Weekly Goals Meeting
- **11/13/2023** – Turkey Trot Safety Meeting
- **11/17/2023** – DPW Weekly Goals Follow Up Meeting
- **11/20/2023** – DPW Weekly Goals Meeting
- **11/21/2023** – Street progress meeting with F&V and Krohn Excavating
- **11/22/2023** – DPW Weekly Goals Follow Up Meeting

**City of Saugatuck  
Status Report of Engineering Activities  
November 21, 2023**

General Consultation

- Olde Mill Apartments Water Service: This work could be combined with other work on Maple Street or the Drinking Water State Revolving Fund project.
- 2023 System-wide Pavement Markings: Work is ongoing and will be complete soon.
- 2023 System-wide Crack Sealing: Due to weather concerns, this work has been delayed to spring 2024.
- Category B Application: The City's application for Maple Street was not selected for funding. We will regroup when the next Call for Applications comes out.
- Grants Workshop: We are discussing the possibility of having grant experts from F&V put together a workshop for council, staff and other interested parties to review the various programs used in the past, recent applications and brainstorming for new opportunities.
- City-wide parking, safety, signage, etc. review: Prepared a letter reviewing on-street parking vs. sight distance concerns. We plan to conduct a kickoff meeting with City staff and F&V traffic team this fall to develop a scope for the broader study, if required.
- N. Park Street Slope Erosion: Worked with DPW, City Attorney and property owners to resolve the concern. We will be at the November 27 meeting to discuss.
- Bridge Street Resurfacing: Worked with the Township and DPW to develop a cost-sharing approach for construction in spring 2024. We will be at the November 27 meeting to discuss, and the agreement is on the December Township agenda.

Blue Star Highway Bridge Navigation Lighting

- Bids were received on July 27 with construction scheduled to be complete prior to Memorial Day 2024. Prepared a Recommendation of Award to the low bidder. Once all three communities have awarded the project, a contract can be prepared.

EGLE Drinking Water State Revolving Fund

- The Intent To Apply was submitted on November 1 for the 2024 funding round.

2023 Street Improvements (West, East, Takken, Taylor and N. Maple)

- Asphalt paving is complete.
- Final grading and topsoiling will be completed soon, when dry weather allows.
- Grass will be planted in the spring.

### Water System Asset Management Plan

- The draft AMP has been prepared and will be finalized based on input from the financial consultant and comments from EGLE.
- We will be attending an informational webinar on November 29 for the Community Technical, Managerial, and Financial (TMF) support for lead line replacement grant. Applications become available on December 15 and accepted January 1-31, 2024. If successful, this would provide funding to help the City complete its final Distribution System Materials Inventory, which is due by January 1, 2025 and was anticipated to be completed as part of the DWSRF project.

### Mt. Baldhead Conceptual Planning

- We are working on scheduling a public workshop this fall/winter to begin soliciting community input.

### Mt. Baldhead AT&T Project Assistance

- The EGLE/USACoE Critical Dunes permitting is in process.

Vendor Name	Description	Amount
1. ALLEGAN COUNTY CLERK ASSOCIATION	TRAINING	50.00
2. ALLEGAN COUNTY SHERIFF	SHERIFF CONTRACT	31,019.60
3. C2AE	BLUE STAR TRAIL	7,466.55
	BLUE STAR TRAIL	6,531.40
	BLUE STAR TRAIL	12,094.43
	BLUE STAR TRAIL	26,663.11
	TOTAL	52,755.49
4. DUNESVIEW KWIK SHOP INC	GASOLINE & DIESEL	1,977.51
5. ETNA SUPPLY	SUPPLIES	353.60
6. FLEIS & VANDENBRINK ENGINEERING INC	ENGINEERING FEES	3,873.00
	EAST WEST TAKKEN TAYLOR	19,635.06
	WATER PROJECT	1,348.17
	TOTAL	24,856.23
7. HORIZON COMMUNITY PLANNER	PLANNING & HISTORIC DISTRICT	4,051.25
8. IHLE AUTO PARTS	SUPPLIES	1,015.87
9. MINER SUPPLY CO	SUPPLIES	8,646.56
10. NET2PHONE INC	TELEPHONES	210.29
11. PLAINFIELD CHARTER TOWNSHIP	TRAINING	200.00
12. SAUGATUCK FIRE	SHORT TERM RENTAL	700.00
13. SISTERS IN INK	UNIFORMS	991.21
14. VORK BROTHERS PAINTINING LLC	ROSE GARDEN & BUTLER ST BATHROOM	8,600.00
15. WYOMING ASPHALT PAVING CO	ASPHALT	334.33
TOTAL - ALL VENDORS		135,761.94
<b>FUND TOTALS:</b>		
Fund 101 - GENERAL FUND		112,445.57
Fund 202 - MAJOR STREETS		425.00
Fund 203 - LOCAL STREETS		19,897.99
Fund 661 - MOTOR POOL FUND		2,993.38

## MEMORANDUM

TO: City Manager and City Council  
FROM: Christopher Patterson and Hannah Stocker  
cpatterson@fsbriaw.com; hstocker@fsbriaw.com  
DATE: November 22, 2023  
RE: Storm Sewer and Erosion Mitigation Agreement regarding 850/856 Park Street

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Please find attached to this Memorandum a proposed Storm Sewer and Erosion Mitigation Agreement between the City, the Stephen Kubica & Jacqueline Summers Revocable Living Trust, 850 Park St., Saugatuck, MI, and Paola and Irene Onesto and Drs. James Beagle and Marie Onesto-Beagle, 856 Park St., Saugatuck, MI 49453 (“Landowners”), collectively “Parties,” for the purpose of governing a soil erosion repair and mitigation project on Park St., north of Mount Baldhead Park.

The Agreement was drafted by the City attorney with consultation from the City Engineer, Jon Moxey, City DPW, Scott Herbert, and City Manager, Ryan Heise. The Agreement has been subsequently reviewed by the Landowners, who have consented to the attached draft by presenting a fully executed copy.

The Agreement covers a unique circumstance where the City is interested in installing storm sewer infrastructure on the Landowners’ properties adjacent to recently constructed Park Street, but the location is outside the City’s right-of-way for Park Street. An agreement needs to be reached to have permission to install such work. The estimated scope of the work to be completed is as follows, and the expenditure for such work will be an obligation of the City upon this Agreement’s approval:

- a. Installation of a 24” diameter catch basin outside the City’s 18-foot easement on Park Street.
- b. Installation of a 12” storm sewer from the catch basin to the toe of slope.
- c. Stone riprap on geotextile fabric around the storm sewer outlet, extending to the sheet pile sea wall to the east.

- d. Asphalt curbing (“valley gutter”) on the east side of Park Street to the approximate limits shown (within the City’s easement).
- e. Asphalt spillway between the Park Street paving and the new catch basin.
- f. Regrading of the slope between Park Street and the Kalamazoo River along 850 and 856 to approximately restore the profile that existed prior to 2021.
- g. Place topsoil and plant ground cover.

Because the City is installing the infrastructure to mitigate stormwater run-off, the City requires a license to perform the work outside the City’s right-of-way. That obligation is addressed in the Agreement. Additionally, while the main infrastructure costs will be borne by the City, the resulting work will include slope work, seeding, and other maintenance work by the contractor hired by the City, which will have some benefit for the Landowners. Consistent with these expectations, the Landowners are agreeable to contributing \$2,000 each to the City upon completion of the project.

The City Engineer and DPW will oversee the work of the contractor that has been set forth in the terms of the Agreement.

Please note the following key terms in the Agreement for consideration:

1. The City is agreeable to paying a cost not to exceed \$40,000 for the work set forth above and attached to the Agreement.
2. Landowners are contributing \$2,000 each at the completion of the project.
3. The City is coordinating the contractor and engineering.
4. The City will maintain a license to oversee and maintain the infrastructure for six months following the completion of construction to verify suitability of the engineering/construction solution, at which time it is turned over to the Landowners.
5. Future costs beyond the timelines set forth in the Agreement will be the responsibility of the Landowners.

Council can approve the agreement with the following motion:

“I move to approve the Storm Sewer and Erosion Mitigation Agreement between the City and Landowners for 850 and 856 Park Street, including authorization for Krohn Excavating and Kramer Services to complete the work at a cost not to exceed \$35,800.00, and authorize the City Manager to execute the Agreement and sign any contractor invoices/contracts to complete the work set forth in the Agreement.”

## STORM SEWER AND EROSION MITIGATION AGREEMENT

THIS AGREEMENT made and entered this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Saugatuck, located at 102 Butler St., Saugatuck, MI 49453 (“City”), the Stephen Kubica & Jacqueline Summers Revocable Living Trust, 850 Park St., Saugatuck, MI (“Kubica”), and Paola and Irene Onesto and Drs. James Beagle and Marie Onesto-Beagle, 856 Park St., Saugatuck, MI 49453 (“Onesto”) (“Kubica” and “Onesto” will be collectively referred to as “Landowners”), collectively “Parties,” for the purpose of governing a soil erosion repair and mitigation project on Park St., north of Mount Baldhead Park.

### RECITALS

WHEREAS, the Stephen Kubica & Jacqueline Summers Revocable Living Trust owns 850 Park St., City of Saugatuck, Allegan County, Michigan, Parcel No. 57-009-038-00, legal description: COM 598 FT N & 253 FT E OF SW COR GOVT LOT 1 TH E 84 FT TH S 45 DEG 30 MIN E 280 FT TO KALAMAZOO RIVER TH S 44 DEG W ALONG RIVER 60 FT TH N 45 DEG 30 MIN W 338 FT TO BEG SEC 9 T3N R16W.

WHEREAS, Onesto owns 856 Park St., City of Saugatuck, Allegan County, Michigan, Parcel No. 57-009-037-00, with legal description: COM AT PT 598 FT N & 337 FT E OF SW COR GOVT LOT 1 TH E 70 FT TH S 45 1/2 DEG E 237 FT TO KALAMAZOO RIVER TH SWLY ALONG RIVER 50 FT TH N 45 DEG 30 MIN W 280 FT TO BEG SEC 9 T3N R16W. .30 A.

WHEREAS, both of the above-referenced properties are located on Park St., north of Mt. Baldhead Park, in the City of Saugatuck (the “Properties”).

WHEREAS, the Parties have noticed erosion on the Properties on the slope between Park St. and the Kalamazoo River due to water runoff in the area of the roadway, and outside the City’s public roadway.

WHEREAS, the City is concerned that erosion on the Properties has the potential to impact safety and stability of Park St. if left without some intervention.

WHEREAS, the Landowners have expressed interest in cooperating with the installation of a storm water system on the Properties to collect storm water run-off from the roadway and nearby land and discharge such water through the storm water system to prevent future failure or compromise of the roadway.

WHEREAS, the Parties wish to enter this Agreement to govern the repair and mitigation of further damage to the Properties to preserve the stability and longevity of the public roadway.

### AGREEMENT

In consideration of the mutual promises of the Parties and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED THAT:



1. **PURPOSE:** The Parties agree to fund storm sewer and erosion mitigation work on properties owned by the Landowners and Park St., north of Mount Baldhead Park.
2. **SCOPE OF WORK:** The scope of the storm sewer and erosion mitigation work includes, but is not limited to, excavation of the Landowners' properties, installation of PVC drain pipe, installation of rip rap, regrading and mulching areas impacted by erosion, installation of an asphalt curb, landscaping and restoration of the Landowners' properties, and any other work reasonably necessary to correct erosion from water runoff on the Properties as determined by the City Engineer and/or retained Contractor(s) (the "Work"). The Work shall be performed so as to not impact the stairs located on the Properties and any other utility line or personal property item that has been identified and flagged by the Property Owners or identified during a meet and confer between the Property Owners and City prior to commencement of the Work.
3. **CONTRACTOR:** The City shall be responsible for hiring contractor(s) to perform the Work for an amount not to exceed \$40,000.00. The contractor shall be Krohn Excavating, LLC and conduct the Work on the Properties consistent with and similar to the attached invoice. See **Exhibit A**.
4. **APPORTIONMENT OF COSTS:** The Landowners shall each contribute \$2,000 to the costs of the Work, with \$4,000 total coming from the Landowners collectively. The City shall be responsible for payment of the remaining balance for the Work.
5. **PAYMENT OF COSTS:** Within seven (7) days of completion of the Work, the City shall provide the Landowners with a written notice, which notes that the Work has been completed and requests payment of their share of the Costs. Within seven (7) days of receipt of their Notice, each Landowner shall pay the City its share of the Costs.
6. **LICENSE:** The Landowners hereby grant the City, its contractor(s), subcontractor(s), inspectors, employees, and/or any other individual employed to conduct the Work a limited license to enter the Properties between the Kalamazoo River and Park St. and perform all necessary actions within the scope of the Work, including, but not limited to excavation, landscaping, restoration, paving, and installation of a drainage system. Such license shall be valid from the date of execution of this Agreement until six months after completion of the Work.
7. **POST-IMPROVEMENT DUTIES:** From the completion of construction onward, the Landowners shall have a duty to monitor and assist with the growth, cultivation, and maintenance of the groundcover and maintenance and observation of the storm water system. The Landowners shall engage in regular watering and maintenance of the groundcover landscaping and abide by any and all contractor recommended practices to preserve such vegetation. Unless recommended by the Contractor and approved by the City, Landowners shall refrain from utilizing any weedkiller or partaking in any other

actions that could harm or remove the groundcover. Landowners shall notify the City during the six-months following the Work being completed of any issues or concerns.

- 8. REPRESENTATIONS:** The City shall be responsible for contracting for the Work contemplated in this Agreement. Such Work will be performed on the Properties by a contractor licensed to work in the State of Michigan. Such Work will be performed as recommended and approved by the City Engineer.

The City further acknowledges the storm sewer and erosion mitigation project design will serve to deliver storm water from the higher terrain abutting Park St. to terrain near the waterline of the Kalamazoo River with a reduced erosive impact on the Properties than is currently experienced. Should the storm sewer structure design fail to adequately serve such purposes based on a failed design or contractor negligence/failing to perform to industry standards, the City shall undertake reasonable efforts to remedy the issue and correct design or construction deficiencies, if any, for six months following completion of the Work. Should the Landowners, through affirmative action or negligence, cause harm to, disruption, or failure of the storm sewer and mitigation project, the above responsibilities shall be deemed null and void.

The Landowners further represent and acknowledge that they will own and control the storm water structure upon its construction. The City, during its license, will commit to reasonable efforts set forth in this paragraph. Landowners agree, based on their alleged legal claims, the City will have no further responsibility for the storm water structure following expiration of the license. Even so, the City will cooperate and act in good faith to assist Landowners if the Landowners have issues with the storm water structure for an additional six months after the six-month period described above.

- 9. RELEASE:** In exchange for the consideration provided by the City in this Agreement, the Landowners and their heirs, assigns, successors, and designees, irrevocably and unconditionally waive, release, and discharge the City, including its respective agents, officers, directors, and employees, in their official and individual capacities, from any and all claims, demands, actions, causes of actions, judgments, rights, fees, damages, debts, obligations, medical costs, pain and suffering, mental anguish, emotional distress, liabilities, punitive damages, and expenses (inclusive of attorneys' fees) of any kind whatsoever, whether known or unknown that the Landowners may have or have ever had against the City arising out of, or in any way related to, the City's 2021 repaving project on Park St. and the Work described in this Agreement, from the beginning of time to the date of execution of this Agreement.

- 10. REVIEW BY COUNSEL AND ACKNOWLEDGMENT:** Each party acknowledges that it has had an opportunity for a legal attorney and an engineer of its choosing to review this Agreement, the scope of work contemplated herein, and the contractor's invoice. Each

Party acknowledges and agrees that it fully understands the provisions set forth in this Agreement and their effect and that each Party is voluntarily entering into this Agreement.

- 11. WAIVER:** The waiver of any agreement, condition, or provision contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained, nor shall any custom or practice which may grow up between the Parties in the administration of the terms hereof be construed to waive or to lessen the right to insist upon the performance of the terms hereof of strict accordance with the terms.
- 12. AMENDMENT:** The provisions of this Agreement may be amended, but only with express written consent of the Parties. Any amendments to this Agreement must be reviewed and approved by the City Council before becoming effective.
- 13. SEVERABILITY:** If any term, covenant or condition of the Agreement or the application of which to any party or circumstance shall be to any extent invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or conditions to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 14. COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.
- 15. APPLICABLE LAW:** This Agreement shall be interpreted in accordance with the laws of the State of Michigan, and should any disputes, disagreements, or legal actions result between the Parties under this Agreement, then the Law of Michigan shall apply. All disputes arising out of this Agreement shall be litigated in the Courts of Allegan County.
- 16. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements, discussions, or understandings between the Parties.
- 17. ELECTRONIC TRANSMISSION:** This Agreement may be validly executed and delivered by facsimile transfer or other electronic transmission, including but not limited to electronic mail. Any signer who executes this document and transmits this document by electronic transmission intends that the electronic transmission of their signature is to be deemed an original signature for all purposes. This Agreement may be executed in one or more counterparts, each of which when taken together, shall constitute one and the same Agreement.
- 18. SUCCESORS:** This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

**19. CERTIFICATION OF AUTHORITY:** The Parties agree that this Agreement is subject to review and approval of the City Council of the City of Saugatuck prior to execution by the City. If such approval has not been granted within 30 days after both Landowners sign this Agreement, any party may terminate this Agreement by written notice to the other parties. The individuals signing on behalf of the Parties certify that they are duly authorized to sign this Agreement on behalf of the Parties and that this Agreement has been authorized by the Parties.

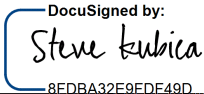
IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed the day and year written next to their signature.

**CITY OF SAUGATUCK**

BY: \_\_\_\_\_  
Ryan Heise  
Its: City Manager

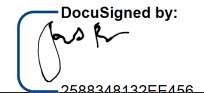
Date: \_\_\_\_\_

**STEPHEN KUBICA & JACQUELINE SUMMERS REVOCABLE LIVING TRUST**

BY:  \_\_\_\_\_  
Stephen Kubica, as Trustee for Kubica  
Owner of 850 Park St.

Date: \_\_\_\_\_

**PAOLA ONESTO, IRENE ONESTO, ET AL.**

BY:  \_\_\_\_\_  
James Beagle  
Joint-Owner of 856 Park St.

Date: \_\_\_\_\_

# EXHIBIT A

**From:** [Steve Krohn](#)  
**To:** [Jon Moxey](#)  
**Subject:** Revised Park Street  
**Date:** Thursday, October 19, 2023 3:19:52 PM

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**CAUTION: \*\*EXTERNAL EMAIL\*\*** DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Jon

Revised pricing for Park Street.

Price includes:

Mobilization of equipment

Barrels as needed for our work

Use long reach excavator to install apr. 35' of 12" schedule 40 PVC pipe w/ 2 ea. 45's, 2' dia. CB

Install riprap 6' wide to sea wall

Regrade and topsoil bottom area and slopes, seeding per Kramer Services

Mill 2' wide by 1.5" deep and install asphalt curb

Restore area behind curb and retaining wall

\$35,800.00

Thanks

Steve

**From:** Jon Moxey <[jmoxey@fveng.com](mailto:jmoxey@fveng.com)>  
**Sent:** Friday, October 27, 2023 11:04 AM  
**To:** Christopher Patterson <[cpatterson@fsbrlaw.com](mailto:cpatterson@fsbrlaw.com)>  
**Cc:** Hannah Stocker <[hstocker@fsbrlaw.com](mailto:hstocker@fsbrlaw.com)>; Ryan Heise <[Ryan@saugatuckcity.com](mailto:Ryan@saugatuckcity.com)>;  
[scott@endlinepike.com](mailto:scott@endlinepike.com)  
**Subject:** RE: Erosion

Chris,

I confirmed with Steve Krohn. He didn't update some of the language in the quote. The quote includes having Kramer Services plant a mix of myrtle plugs and liriopse spicata (not seeds, but actual plants). Both species are pretty aggressive growers and we wanted to use a mix to create some redundancy. The plan would be topsoil, plantings and mulch.

Jon



## City Council Agenda Item Report

**FROM:** Scott Herbert  
**MEETING DATE:** November 27<sup>th</sup>, 2023  
**SUBJECT:** Bridge Street (South of Blue Star Highway)

**DESCRIPTION:**

In May of 2022, City Council was presented with a plan to reconstruct Bridge Street. At that time, the City had received a bid of \$429,000 to complete the project which included a water main extension. The council had decided not to move forward with the plan that was presented. It was expressed that the cost was too high for the relatively few residents that would receive benefit.

In collaboration with Saugatuck Township a new project plan is being proposed. The proposed project scope is a crush and shape asphalt resurfacing treatment in which Saugatuck City will be responsible for 70% of the project cost and Saugatuck Township will contribute 30% of the total project costs.

**BUDGET ACTION REQUIRED:**

Yes – Budget Amendment

**COMMITTEE/COMMISSION REVIEW:**

No

**LEGAL REVIEW:**

Yes

**SAMPLE MOTION:**

Move to approve/deny the agreement between the City of Saugatuck and Saugatuck Township to share road construction costs for Bridge Street in the amount not to exceed \$70,000.



**BRIDGE STREET  
AGREEMENT TO SHARE ROAD CONSTRUCTION COSTS**

This Agreement is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Saugatuck, an incorporated city, of 102 Butler St., Saugatuck, MI 49453 (the “City”), and Saugatuck Township, a Michigan township, 3461 Blue Star Hwy., Saugatuck, MI 49453 (the “Township”) (collectively referred to as the “Parties”).

WHEREAS, the City is responsible for maintaining Bridge Street, which runs southeast from the Blue Star Highway and becomes Heron Bay Dr. upon entering into territory held by the Township; and

WHEREAS, there is a development in the Township off of Heron Bay Dr. that is only accessible through the use of Bridge Street, making it uniquely important to residents in the Township; and

WHEREAS, because of this unique importance, the Township is willing to share in the cost of crush and shape resurfacing, as described below (the “Project”); and

WHEREAS, this Agreement is authorized under the Intergovernmental Contracts between Municipal Corporations Act, MCL 124.1 *et seq.*

NOW, THEREFORE, the parties in consideration value set forth herein, and the mutual benefits and promises set forth herein, the parties agree as follows:

1. Project Scope. The Project shall be prioritized for the City’s 2024 construction season. The City shall be responsible for procurement of the contractor to perform the Project and shall hold the contract for the Project. The Project shall consist of crush and shape resurfacing and other work, as set forth in **Attachment A**, unless otherwise agreed in writing by the parties.

2. Project Costs. The Parties agree to proportionally share the costs of the Project (the “Costs”) up to \$100,000.00. The Costs include any and all administrative, engineering, and contingent expenses incurred in carrying out the Project. The City has obtained a quote, set forth in Attachment A, which outlines the anticipated construction costs for the Project. The City shall be the contracting party and responsible for 70% of the Costs. The Township will be responsible for 30% of the Costs.

3. Payment of Costs. Following completion of the Project, the Township shall provide the City with its contribution for the Project. The City shall provide invoices to the Township. Within 15 days after completion of the Project and submission of invoices to the Township, the Township shall provide 30% of the Project Amount as indicated on the invoices to the City. The City will be responsible for payment of the funds to the contractor. Upon payment to the contractor, the City will provide the Township proof of the contractor’s satisfaction of payment under the contract, if the Township so requests in writing.

4. Termination or Breach. Following the City’s execution of a construction contract for the Project, this Agreement may not be terminated by the Parties. The Township understands

that the City is relying upon the Township’s proportionate contribution to complete the project. In the event that the Township fails to provide the funds as set forth in this Agreement, the City may pursue the collection of such funds as provided by law as a result of the party’s failure. This Agreement may be terminated by either party in the event that the City fails to enter into a construction contract for the Project to be performed in the 2024 construction. If the Agreement is terminated pursuant to the preceding sentence, the parties shall not have any further rights or responsibilities under the Agreement.

5. Retention of Jurisdiction. Nothing in this Agreement shall be construed to transfer jurisdiction of Bridge Street from the City to the Township. The City shall at all times retain jurisdiction of Bridge Street and be responsible for its upkeep and maintenance. This Agreement shall in no way impact the City’s right to Act 51 funds as it relates to Bridge Street.

6. Not a Joint Venture. The parties do not intend this Agreement to be a joint venture.

7. Effective Date. This Agreement shall be effective when signed by all Parties.

8. Third Party Beneficiaries. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

9. Execution in Counterparts. This Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

10. Entire Agreement. This Agreement, together with all items incorporated herein by reference, constitutes the entire Agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein.

**SAUGATUCK TOWNSHIP**

Dated: \_\_\_\_\_

\_\_\_\_\_  
, Supervisor

\_\_\_\_\_  
, Clerk

**CITY OF SAUGATUCK**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Ryan Heise, City Manager



55365 M43  
Bangor, MI 49013  
Office: 269.767.0941

Scott Krohn  
269.217.8910

Jason Krohn  
269.352.7999

Steve Krohn  
616.836.1942

October 10, 2023

Saugatuck Bridge Street re-pricing for work in 2024

Price includes

Mob, bonds, insurance, asphalt increase	\$ 6965.00
Crush/shape 1800 syds. @ 5 =	9000.00
HMA 340 tons @ 136 =	46240.00
HMA valley gutter 365' @ 4 =	1460.00
Restoration 500 syds @ 11 =	5500.00
Riprap 20 syds @ 90 =	1800.00
Total	\$70965.00

Thanks

Steve Krohn  
Krohn Excavating LLC



## City Council Agenda Item Report

**FROM:** Ryan Cummins, Director of Planning and Zoning

**MEETING DATE:** November 27, 2023

**SUBJECT:** 615 Park St – Public Hearing on Waiver from Moratorium Request

**DESCRIPTION:**

After recommendations from the Planning Commission, the City Council enacted a temporary moratorium, through the adoption of Ordinances No. 230612-A and No. 230322-B, on Waterfront Commercial Development and Construction within the City. This includes new site developments including parking and site improvements, new building construction, and existing building expansion in the Waterfront Commercial Temporary Moratorium Area. The moratorium was extended by resolution in September. It is currently set to expire on December 31, 2023.

While the Planning Commission has worked diligently on the waterfront project, they have not yet made their recommendations to City Council.

615 Park Street is in the Resort zoning district and subject to the moratorium. Holiday Hills Condominium and some of the lower-level unit owners have submitted the attached request for a waiver from the moratorium to make certain site improvements. The moratorium does have language allowing the Council to grant a waiver in certain cases:

*Waiver: In the event that a landowner will suffer immediate and irreparable harm for the short duration of this ordinance, or this ordinance otherwise violates applicable provisions of the state or federal constitution or other applicable law, a landowner may apply in writing for a waiver of the moratorium from the City Council. At a public hearing held on such an application, the landowner must bear the burden of demonstrating immediate and irreparable harm as a result of the moratorium. The City Council, upon a sufficient showing, may grant a waiver of the moratorium to the degree necessary to avoid the demonstrated immediate and irreparable harm.*

Notice of a public hearing has been published in the Commercial Record and sent to property owners and occupants within 300 ft of the property.

The Condominium Association will be present for the public hearing to present their request and answer any questions.

The Council should then take public comments, close the public hearing, and then deliberate on whether the owners have made a sufficient showing that they will suffer both immediate and irreparable harm if not granted a waiver.

**LEGAL REVIEW:**

The City Attorney is aware of the waiver request, has reviewed the documents, and will be present for any questions the Council may have.

**SAMPLE MOTIONS:**

Motion to grant 615 Park Street a waiver to the temporary moratorium established under Ordinances No. 230612-A and No. 230322-B, for the proposed site improvements, based on the following findings:

1. The owners have demonstrated that they will suffer immediate and irreparable harm.
2. \_\_\_\_\_
3. \_\_\_\_\_

Motion to deny 615 Park Street a waiver to the temporary moratorium established under Ordinances No. 230612-A and No. 230322-B, for the proposed site improvements, based on the following findings:

1. The owners have not demonstrated that they will suffer immediate and irreparable harm.
2. \_\_\_\_\_
3. \_\_\_\_\_

To: Ryan Cummings, Zoning Administrator

CC: Saugatuck City Council Members

From: The Owners of Holiday Hills Flooded Lower Condo Units

Subject: Hardship Appeal

During the month of May 2019, and again in 2020, the four lower condo units of Holiday Hills Condo Association were damaged due to high water levels in the Kalamazoo River. For several years our Condo Association has been burdened with complicated FEMA documents, the costs of hiring the best engineers, architects, contractors and attorneys available to convince FEMA to agree to a reasonable settlement for the damage that occurred to our building.

We hired Soils and Structures Engineering Company to evaluate the stability of the entire building. We were assured that the building was structurally safe and sound. We asked what additional measures we could take during the repair of the building to reinforce stability going forward and mitigate any further water damage to the building in the event we experience high water levels in the future. All of the recommendations from Soils and Structures Engineering have been incorporated into our building repair plan.

FEMA finally paid our settlement in 2022. The Holiday Hills Condo Association immediately began the permitting process with the City of Saugatuck.

We submitted our first building permit in mid-March 2023. It was declined because the City Of Saugatuck, had dropped the assessed value of our building from \$980,000 in 2020 to \$478,000 in 2021. The City's reduced assessed valuation had made us ineligible to repair the building because our repair costs no longer met FEMA'S 50% rule. We then had to pay for the services of a certified appraiser to prove that our 12 unit waterfront building was worth more than the city's assessed value of \$478,000.

We supplied the building department with a comprehensive certified appraisal on Aug. 30th, 2023 of the current market value of the entire building. It was appraised for \$1.9 million. Our permit was declined along with a list of questions that required us to pay for additional architectural drawings and ultimately hire an outside consultant to fill out EGLE permits that may also be required as well.

We are seeking relief from any additional unnecessary costs, assessments or further delays. We have been waiting for several years to have the use of our condo units. Keep in mind that we have been dealing with all of these challenges and disappointments plus a drain on our personal finances during a pandemic that disrupted the economy and the workforce in the construction industry.

We ask that you please take into consideration our hardship when reviewing this project. The lower units have not been able to utilize our units or enjoy summers in Saugatuck even though we are paying our City of Saugatuck taxes, our condo association dues, and the special assessments needed to fund the additional requirements by the City of Saugatuck.

We have hired an amazing group of professionals to guide us through this process. Some of these individuals have worked directly for the city or with city officials over the decades. We are relying on their expertise and knowledge of your systems, processes and requirements to help us expedite this project. We are seeking an expedited approval for our building permit.

We respectfully ask for your support.

Kindest Regards,

Drew and Sara Anthony  
Unit 11, Holiday Hills Condominiums

Cliff & Wanda Pelloni  
Unit 9 & Unit 10



## City Council Agenda Item Report

**FROM:** Ryan Cummins, Director of Planning and Zoning

**MEETING DATE:** November 27, 2023

**SUBJECT:** Ordinance No. 231127-A 120 Mary Street Rezoning Request

**DESCRIPTION:**

The applicant requests the rezoning of 120 Mary Street from C-2 Water Street East to R-4 City Center Transitional Residential District.

Further detail, background, and analysis is provided in the attached report that was presented to the Planning Commission. The Planning Commission conducted a public hearing and evaluated the factors required by the zoning ordinance. The Planning Commission unanimously recommended approval of the rezoning.

In making a decision on the rezoning request, the City Council should also consider, but not be limited to, the following factors in the zoning ordinance:

1. Whether the rezoning is consistent with the policies and uses proposed for that area in the city's Master Land Use Plan;
2. Whether all of the uses allowed under the proposed rezoning would be compatible with other zones and uses in the surrounding area;
3. Whether any public services and facilities would be significantly adversely impacted by a development or use allowed under the requested rezoning; and
4. Whether the uses allowed under the proposed rezoning would be equally or better suited to the area than uses allowed under the current zoning of the land.

The Council may approve or deny the request, choose to conduct its own public hearing, or request further study and report by the Planning Commission.

**LEGAL REVIEW:**

The City Attorney has reviewed the rezoning request and attended the Planning Commission meetings. The City Attorney will be present to answer any questions you may have.

**SAMPLE MOTIONS:**



Motion to approve Ordinance No. 231127-A, an amendment of Section 154.043 of the Code of the City of Saugatuck, Zoning Map, so as to rezone the land commonly described by tax identification number 03-57-300-053-50 and is located at 120 Mary Street lot that is currently zoned C-2 Water Street East to R-4 City Center Transitional Residential District.

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

**ORDINANCE NO. 231127-A**

**AN ORDINANCE TO AMEND TITLE XV, CHAPTER 154, SECTION 154.043 OF  
THE CODE OF THE CITY OF SAUGATUCK AND THE OFFICIAL ZONING MAP**

Section 1. Amendment. The City of Saugatuck Zoning Ordinance is hereby amended by the amendment of Section 154.043 of the Code of the City of Saugatuck, Zoning Map, so as to rezone a lot that is currently zoned C-2 Water Street East to R-4 City Center Transitional Residential District. The land is commonly described by tax identification number 03-57-300-053-50 and is located at 120 Mary Street.

Section 2. Severability. The provisions of this Ordinance are declared severable. If any part of this Ordinance is declared invalid for any reason by a court of competent jurisdiction, that declaration does not affect or impair the validity of all other provisions that are not subject to that declaration.

Section 3. Repeal. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

Section 4. Effective Date. This Ordinance shall become effective seven (7) days after its publication unless otherwise provided by law.

YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ORDINANCE NO. 231127-A ADOPTED

I, Jamie Wolters, 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 \_\_\_\_\_, and noticed in accordance with all legal requirements.

Jamie Wolters, Clerk

Introduced: \_\_\_\_\_

Adopted: \_\_\_\_\_

Published: \_\_\_\_\_

Sent to ALP: \_\_\_\_\_



# Rezoning / Amendment Application

## LOCATION INFORMATION APPLICATION NUMBER

Address 120 Mary Street Parcel Number 57-300-053-50

## APPLICANT'S INFORMATION

Name Mike Friedman Address / PO Box 208 W. Kinzie Street, Floor 4

City Chicago State IL Zip 60654-0000 Phone 312.755.0202

Interest In Project Design Professional Retained by Owner E-Mail mfriedman@souciehorner.com

Signature  Date 9-15-23

## OWNERS INFORMATION (IF DIFFERENT FROM APPLICANTS)

Name 120 Mary St. LLC Address / PO Box 208 W. Kinzie Street, Floor 4

City Chicago State IL Zip 60654-0000 Phone 312.755.0202

I hereby authorize that the applicant as listed above is authorized to make this application for proposed work as my agent and we agree to conform to all applicable laws and regulations of the City of Saugatuck. I additionally grant City of Saugatuck staff or authorized representatives thereof access to the property to inspect conditions, before, during, and after the proposed work is completed.

Signature  Date 9-15-23

## REQUEST

Map Amendment  Text Amendment

Description of Requested Amendment Rezoning of single parcel at 120 Mary Street (PIN 57-300-053-50) from C-2 Water Street East to R-4 City Center Residential. The applicant's intention in proposing the rezoning is to use the property as a short-term rental for approximately one year, and to then substantially renovate the dwelling structure on the property for use as a bed-and-breakfast establishment. The applicant's intent is that the bed-and-breakfast establishment will be under common management with the neighboring Wickwood Inn, meaning that prospective guests will be able to book reservations in either system using a common system.

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# Rezoning/ Amendment Application

Application # \_\_\_\_\_

## STANDARDS FOR APPROVAL PER SECTION 154.176

1. Please explain how the rezoning is consistent with the policies and uses proposed for that area in the city's Master Land Use Plan;

The future land use map in the Tri-Community Comprehensive Plan designates the subject parcel for commercial use. (p. 10-2). The Plan recognizes that "commercial uses in downtown Saugatuck are primarily oriented to tourists and seasonal residents," and that "this should be encouraged." (pp. 10-5, 10-6). It further recognizes that commercial uses include bed and breakfast establishments (pp. 5-8). (See bottom of page for continue response).

2. Please explain how all of the uses allowed under the proposed rezoning would be compatible with other zones and uses in the surrounding area;

The uses allowed in the R-4 district are residential dwellings and commercial uses of residential structures like short-term rentals and bed-and-breakfast establishments. These uses are compatible with the surrounding area, which includes many similar uses. The Comprehensive Plan acknowledges that bed-and-breakfast establishments are prevalent in this area. (pp. 5-8, 10-5).

3. Please explain how any public services and facilities would not be significantly adversely impacted by a development or use allowed under the requested rezoning; and

The requested rezoning is a "downzoning" in the sense that the permitted uses in the R4 zoning district are generally less intense than those permitted in the C-2. Further, existing utilities and streets are adequate to serve both the proposed short-term rental use and the proposed bed-and-breakfast use.

4. Please explain if the uses allowed under the proposed rezoning would be equally or better suited to the area than uses allowed under the current zoning of the land.

The parcel has historically been used as a residential dwelling, which is not consistent with its commercial designation on the future land use map. The applicant is proposing to transition the property to a commercial bed-and-breakfast use, which is more consistent with its current zoning as well as with the City's future land use plan.

**OFFICE USE ONLY:**

Application Complete \_\_\_\_\_ Date \_\_\_\_\_ Fee Paid \_\_\_\_\_ Date Paid \_\_\_\_\_

Notices Sent Paper \_\_\_\_\_ Resident Notification \_\_\_\_\_

Notes \_\_\_\_\_

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**Response to Item 1 (continued):**

The proposed rezoning is consistent with the Plan because it would enable the applicant to convert the existing residential dwelling on the parcel into a commercial bed-and-breakfast establishment. In order to fund the renovations needed to undertake this transition, the applicant is proposing to use the existing structure as a short-term rental for approximately one year. Once a sufficient cash balance is achieved, the applicant will extensively renovate the structure and will then operate the structure as a bed-and-breakfast under common management with the neighboring Wickwood Inn (in other words, prospective guests will be able to book reservations through shared system). The renovations will involve modifying the exterior of the structure to more closely resemble the architecture of the Wickwood Inn.

Notably, the proposed long-term use of the parcel (bed-and-breakfast establishment) is permitted under the parcel's current C-2 zoning designation. ZO § 154.039(C)(10). The primary purpose of the rezoning is to allow temporary use as a short-term rental to provide the funding needed to re-purpose the existing residential structure for commercial bed-and-breakfast use.



## MEMORANDUM

### City of Saugatuck Planning Commission

<b>Memo Date:</b>	<b>October 13, 2023</b> <b>Updated: 11/8/23</b>	<b>Meeting Dates:</b>	<b>October 19, 2023 and</b> <b>November 16, 2023</b>
<b>Request:</b>	<b>Rezone to R-4</b>	<b>Applicant:</b>	<b>Mike Friedman</b>
<b>Address:</b>	<b>120 Mary Street</b>	<b>Project Name:</b>	<b>N/A</b>
<b>Parcel:</b>	<b>03-57-300-053-50</b>	<b>Plan Date:</b>	<b>N/A</b>
<b>Lot Size:</b>	<b>7,402 square feet</b>	<b>Zoning District:</b>	<b>C-2 Water Street East</b>
<b>Complete:</b>	<b>Yes</b>	<b>Recommendation:</b>	<b>Approval</b>
<b>Staff:</b>	<b>Ryan Cummins</b>	<b>Consultant:</b>	<b>David M. Jirousek, AICP</b>

### Overview

The applicant requests the rezoning of the subject lot from C-2 Water Street East to R-4 City Center Transitional Residential District. The applicant proposes to use the entire single-family dwelling as a short-term rental and eventually convert the building to a bed and breakfast establishment.

### Background

The landowner was previously using the entire dwelling as a short-term rental and was cited because short-term rentals are only permitted on upper floors in the C-2 Water Street East zoning district. The rezoning was requested so that short-term rental of the entire dwelling can continue and for the longer-term plan of establishing additional accommodations that would be affiliated with the Wickwood Inn.



## Factors to Consider

In reviewing an application for the rezoning of land, whether the application be made with or without an offer of conditions, factors that should be considered by the Planning Commission and the City Council include, but are not limited to, the following:

1. *Whether the rezoning is consistent with the policies and uses proposed for that area in the city's Master Land Use Plan.*

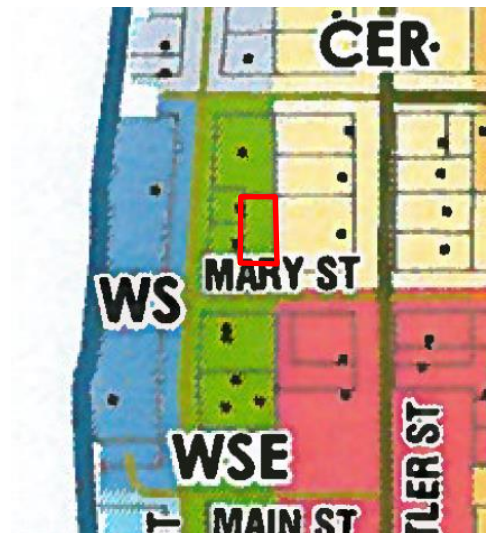
**Comment:** The subject property is designated as commercial on the future land use map, so rezoning to R-4 would be a minor departure from the future land use guidance. However, the future land use map is a guide and not law. Future land use plans are intended to be higher-level views of the future conditions of a community. When land is rezoned, the City considers a more detailed and site-specific analysis than the future land use planning process.

Boundaries between commercial and residential designations may shift or be clarified during rezoning processes or deeper review of the Zoning Map. Since this property is very close to the commercial/residential transition on the future land use map, a departure of this extent is not concerning and not inappropriate.

2. *Whether all of the uses allowed under the proposed rezoning would be compatible with other zones and uses in the surrounding area.*

**Comment:** A closer look at the area of focus shows that Mary Street is a transition line between commercial uses to the south and residential uses to the north. Lots that do not front upon Water Street, north of Mary Street, are primarily residential or include commercial buildings of a residential scale. These lots along Butler Street include residential dwellings, bed and breakfast accommodations, and the Camp Willow retail business in a residential-scale building, and the properties are zoned R-4.

Rezoning 120 Mary would not result in fragmented zoning district boundaries or spot zoning. The uses permitted in R-4 would not affect the higher-intensity uses along Water Street nor the abutting and nearby lots fronting Butler Street.



- 3. Whether any public services and facilities would be significantly adversely impacted by a development or use allowed under the requested rezoning.*

**Comment:** The request is a “down-zoning, which is a change in a zoning designation that reduces the allowable uses, density, or intensity of the subject property. Because the downtown area experiences strain on streets and parking availability during the busy season, down-zoning to R-4 could limit the development potential of the property and reduce the future demand for parking and public services.

- 4. Whether the uses allowed under the proposed rezoning would be equally or better suited to the area than uses allowed under the current zoning of the land.*

**Comment:** As stated earlier, the uses permitted in R-4 would not affect the higher-intensity uses along Water Street nor the abutting and lower-intensity nearby lots fronting Butler Street. Limiting the uses of the subject property may alleviate concern with future potential land uses and their effect on the Wickwood Inn and nearby residential dwellings.

### **Recommendation**

Based on the factors mentioned above, I recommend approval of the R-4 request.

### **Public Hearing**

The Planning Commission conducted a public hearing on this request at its October 19 meeting. Due to a misunderstanding between the applicant and their colleague, they were not in attendance. The Planning Commission deliberated on the request and tabled the request to the November 16 meeting so that the applicant could answer questions.



## City Council Agenda Item Report

**FROM:** Ryan Heise

**MEETING DATE:** 11/27/23

**SUBJECT:** General Service Agreement with C2AE for the design and construction of the Blue Star Trail Multimodal Path

**DESCRIPTION:**

The City of Saugatuck will be required to develop plans for the Palette sign landscape, Lake Street/Blue Star Hwy Crossing, and Bridge crossing design aesthetics. These design options are unique to the City of Saugatuck, as opposed to the general ASHTO and MDOT standards. It's recommended that the City enter into a separate general service agreement with C2AE to facilitate the design and construction documents. City staff and legal will review the terms of the contract with C2AE for proper due diligence. It's recognized that C2AE references the Township in the agreement language, staff will ensure that the language is corrected to reference the City.

**BUDGET ACTION REQUIRED:**

None

**COMMITTEE/COMMISSION REVIEW**

Reviewed with Parks and Public Works Committee

**LEGAL REVIEW:**

Yes

**SAMPLE MOTION:**

Allow staff and legal counsel to review a general service contract with C2AE to facilitate the unique design aspects within the City of Saugatuck for the construction of the Blue Star Trail Multimodal Path. Allow Mayor or Mayor Pro Tem to execute the general service contract.





November 20, 2023

Mr. Ryan Heise  
City Manager  
City of Saugatuck  
102 Butler St.  
Saugatuck, MI 49453

## Re: Proposal for Professional Services: General Engineering and Architectural Services

Dear Mr. Heise and City Council Members,

We are pleased to submit for consideration this agreement to provide general engineering and architecture services to the City of Saugatuck. We propose to provide general engineering and architecture services in accordance with the following parameters:

- General engineering and architecture services may include, but not be limited to, grant applications, preliminary feasibility studies, preparation of design, cost estimates, construction related field services, preparation of bid documents, inspection, and site plan/plat reviews.
- Engineering and architecture services will be provided only as authorized by Saugatuck Township and invoiced on a time and material basis for the personnel involved. When specifically requested by the Township, a fixed not-to-exceed budget will be provided for any particular project or request.
- We will not charge for requests which can be handled by a quick check of our files or references. However, when the time required to provide the requested input involves lengthier research, we will charge the time to the general services account.
- Invoices for services will be submitted monthly and are due upon receipt.
- This agreement shall remain in effect beginning November 21, 2023. This agreement can be terminated at any time by Saugatuck Township upon no fewer than fifteen days' written notice delivered to our office. This agreement can be terminated at any time by C2AE upon no fewer than fifteen days' written notice delivered to Saugatuck Township office.

We have included our Standard Contract Provisions as part of our proposal. If the terms and conditions as stated are acceptable, please countersign and return one (1) copy to our office. Please do not hesitate to contact us should you have any questions or concerns, or if you need additional information.

Sincerely,  
C2AE

Accepted by:

Jared T. Secor  
Project Manager

\_\_\_\_\_  
City of Saugatuck

Roger F. Marks, PE  
Client Services Leader

\_\_\_\_\_  
Date

The parties to this agreement, Capital Consultants, Inc., dba "C2AE" in Michigan and dba "Capital Consultants Architecture and Engineering" in New York, hereinafter called C2AE and "City of Saugatuck", in Michigan, hereinafter called OWNER, hereby agree to the following conditions:

- A. Scope of Services: OWNER and C2AE have agreed to a written description of services C2AE will provide to OWNER for an established compensation, hereafter referred to as "Scope of Services". Additional Services may be agreed to in writing by OWNER and C2AE in addition to the Scope of Services. Services not set forth in written agreement are specifically excluded from the scope of C2AE 's services, including any "financial advising" services. C2AE assumes no responsibility to perform any services not specifically agreed to in writing.
- B. Standard of Care: C2AE shall perform its services consistent with the professional skill, care, and timeliness ordinarily provided by professional engineers and architects practicing in circumstances of similar time and place. C2AE makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by C2AE. However, C2AE shall correct any technical accuracy deficiencies in C2AE's Instruments of Service without additional compensation.
- C. Schedule: C2AE shall ordinarily perform its services within a reasonable time. Upon OWNER's request, C2AE shall prepare and submit for OWNER approval a detailed schedule for the performance of C2AE's services. This schedule shall include reasonable allowances for review and approval times required by OWNER, performance of services by OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by OWNER, or for delays or other causes beyond C2AE's reasonable control.
- D. Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to C2AE are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, C2AE may call for renegotiation of appropriate portions of this Agreement. C2AE shall notify OWNER of the changed conditions necessitating renegotiation, and both parties shall promptly and in good faith renegotiate this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
- E. Payment Terms: Invoices prepared to C2AE's standard format will typically be submitted by C2AE monthly, are due upon receipt, and shall be considered past due if not paid within thirty (30) calendar days of the due date. If work is abandoned or suspended, C2AE shall be paid in full for services performed prior to receipt of written notice from OWNER of abandonment or suspension. If OWNER fails to make payments when due, C2AE may charge interest at one-and-one-half (1.5) percent or the maximum rate allowable by law, whichever is less, per month on the past due amount, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. In addition, if OWNER fails to make payments when due or otherwise is in breach of this Agreement, C2AE may suspend performance of services when any invoice for services remains unpaid 60 days after the date of the invoice and upon five (5) calendar days' notice to OWNER. C2AE shall have no liability whatsoever to OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by OWNER. Upon payment in full by OWNER, C2AE shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for C2AE to resume performance.
- F. Disputed Invoices: OWNER shall not withhold amounts from C2AE's compensation to impose a penalty or liquidated damages on C2AE, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless C2AE agrees or has been found liable for the amounts in a binding dispute resolution proceeding. If OWNER objects to any portion of an invoice, OWNER shall so notify C2AE in writing within ten (10) calendar days of receipt of the invoice. OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation

between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement.

G. Regulatory Compliance: C2AE shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of submission to building authorities, including the Americans with Disabilities Act (ADA) which provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to persons with disabilities. Design changes made necessary by newly enacted laws, codes and regulations after submission date shall entitle C2AE to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement. OWNER acknowledges that the requirements of laws, codes, and regulations, including the ADA, will be subject to various and possibly contradictory interpretations. C2AE, therefore, will use its reasonable professional efforts and judgment to interpret applicable requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. C2AE, however, cannot and does not warrant or guarantee that OWNER's project will comply with all interpretations of all the requirements of federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.

H. Errors and Omissions and CONSULTANT's Limit of Liability: In recognition of the relative risks and benefits of the Project to both OWNER and C2AE, the risks have been allocated such that OWNER agrees, to the fullest extent permitted by law, to limit the liability of C2AE and its officers, directors, shareholders, employees, and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of C2AE and its officers, directors, shareholders, employees, and sub-consultants shall not exceed \$10,000 or C2AE's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

I. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither OWNER nor C2AE nor their respective officers, directors, shareholders, employees, and sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both OWNER and C2AE shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

J. Dispute Resolution: OWNER agrees that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for nonbinding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. Any party hereto may initiate mediation within the time allowed for filing for arbitration as set forth below and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculating the time for filing arbitration. If mediation fails to resolve the claim or dispute, the matter shall be submitted to arbitration with the American Arbitration Association under the Construction Industry rules, unless the parties mutually agree otherwise or unless a plaintiff not a party hereto institutes litigation in a court of competent jurisdiction and said court takes personal jurisdiction over one of the parties hereto regarding the same subject matter as in dispute between the parties hereto. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent of the parties and such consent to arbitration involving an additional person(s) shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person(s) shall be specifically enforceable under the prevailing arbitration law. The demand for arbitration shall be made within one (1) year of the date the claimant knew or should have known

of the existence of the claim, dispute, or other matter. If the demand for arbitration is not effectuated within one (1) year, the claim, dispute, or other matter shall be forever barred and not mandatory. The decision rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event either party makes a claim or brings action against the other party for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay all legal and other costs (including attorneys' fees) incurred by the other party in defense of such claim or action.

K. Mutual Indemnification: Neither OWNER nor C2AE shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence. C2AE agrees, to the fullest extent permitted by law, to indemnify and hold harmless OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by C2AE's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom C2AE is legally liable. Likewise, OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless C2AE, its officers, directors, employees and sub-consultants (collectively, C2AE) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by OWNER's negligent acts in connection with the project and the acts of its contractors, subcontractors or consultants or anyone for whom OWNER is legally liable.

L. Use of Documents: All Documents (data, reports, drawings, specifications, models, and other deliverables, whether in printed or digital format) are Instruments of Service for which C2AE shall retain all common law, statutory and other reserved rights, including copyrights, whether or not the Project is completed. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of C2AE. C2AE grants to OWNER a nonexclusive license to use C2AE's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that OWNER substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The license granted under this section permits OWNER to authorize the Contractor, Construction Manager, Subcontractors, and material or equipment suppliers, as well as OWNER's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by C2AE, or for use or reuse by OWNER or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by C2AE; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by C2AE, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to C2AE or to its officers, directors, employees, and sub-consultants; (3) OWNER shall indemnify and hold harmless C2AE and its officers, directors, employees, and sub-consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by C2AE; and (4) such limited license to OWNER shall not create any rights in third parties. C2AE and OWNER warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

M. Construction Activities: Neither the professional activities of C2AE nor the presence of C2AE or its employees and sub-consultants at a project site shall relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. C2AE and its personnel have no authority to approve construction change orders or to issue stop work orders. C2AE and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. OWNER agrees that the Contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in OWNER's contract with the Contractor. OWNER also agrees that OWNER and C2AE and its sub-consultants shall be included as indemnified parties by the Contractor in OWNER-Contractor agreement and shall be made additional insureds under the Contractor's policies of general liability insurance.

N. Hazardous Materials: As used in this Agreement, the term *hazardous materials* shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site. Both parties acknowledge that C2AE's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event C2AE or any other party encounters any hazardous or toxic materials, or should it become known to C2AE that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of C2AE's services, C2AE may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until OWNER retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. OWNER agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless C2AE, its officers, directors, employees and sub-consultants (collectively, C2AE) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of C2AE.

O. Opinions of Probable Construction Cost: When in the Scope of Services C2AE provides opinions of probable construction cost, OWNER understands that C2AE has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that C2AE's opinions of probable construction costs are made on the basis of C2AE's professional judgment and experience. C2AE makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from C2AE's opinion of probable construction cost.

P. Distribution of Digital Documents: When in the Scope of Services C2AE provides digital information extracted from its Instruments of Service to OWNER or to others on behalf of OWNER, the recipient of the information will be required to agree to C2AE's Release of Electronic Documents Agreement, including compensation for C2AE to prepare the files. Under no circumstances shall delivery of electronic files by C2AE be deemed a sale, and C2AE makes no warranties, either express or implied, of merchantability and fitness of electronic files for any particular purpose. In no event shall C2AE be liable for any loss of profit or any consequential damages as a result of OWNER's or other's use or reuse of these electronic files.

Q. Record Documents: When identified in the Scope of Services and upon completion of the work C2AE shall compile for and deliver to OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which C2AE shall assume will be reliable, C2AE cannot and does not warrant their accuracy.

R. Design Without Construction Administration: When the Scope of Services does not include substantial involvement in project observation or review of the Contractor's performance or other construction phase services, OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation, and OWNER waives any claims against C2AE that may be in any way connected thereto. In addition, OWNER agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless C2AE, its officers, directors, employees and sub-consultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of C2AE.

S. On-site Construction Observation: When the Scope of Services includes part-time or full-time on-site project representation in order to observe the progress and quality of the work completed by the Contractor such observation is not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather is to allow C2AE, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents. Such observation shall include keeping OWNER informed about the progress of the work and C2AE shall endeavor to guard OWNER against deficiencies in the work. In any case, C2AE shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. Finally, C2AE shall not be responsible for any acts or omissions of the Contractor, sub-contractor, any entity performing any portions of the work, or any agents or employees of any of them and does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.



## City Council Agenda Item Report

**FROM:** Jamie Wolters  
**MEETING DATE:** November 27, 2023  
**SUBJECT:** Special Event Application- Annual Holiday Parade

**DESCRIPTION:**

Attached is the special event form for the Annual Holiday Parade organized by Birdie Holley and April Gundy.

Special Event: Annual Holiday Parade  
Date: 12/02/23  
Location: Wicks Park  
Event Hours: 10:15am line up, 11:00am start  
Estimated Attendees: 200  
Estimated Volunteers: 7  
Banner Palette Sign: No  
Barricades: Yes  
Music: Yes  
Alcohol: No  
Road Closure: Yes

**BUDGET ACTION REQUIRED:**

N/A

**COMMITTEE/COMMISSION REVIEW:**

N/A

**LEGAL REVIEW:**

N/A

**SAMPLE MOTION:**

Move to **approve/deny** the special event application for the Annual Holiday Parade to be held on December 2<sup>nd</sup> 2023.



<b>Council Action</b>
_____ Approved
_____ Denied
_____ Date

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

## SPECIAL EVENT & PARADE APPLICATION

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

### SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

### CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

### EVENT INFORMATION

NAME OF EVENT: \_\_\_\_\_ DATE(S) OF EVENT: \_\_\_\_\_

PURPOSE OF EVENT: \_\_\_\_\_ RAIN DATE: \_\_\_\_\_

- |  |  |  |                                       |
|--|--|--|---------------------------------------|
| <input type="checkbox"/> Non-Profit    | <input type="checkbox"/> For-Profit    | <input type="checkbox"/> City Operated/Sponsored | <input type="checkbox"/> Co-Sponsored |
| <input type="checkbox"/> Marathon/Race | <input type="checkbox"/> Festival/Fair | <input type="checkbox"/> Video/Film Production   | <input type="checkbox"/> Other _____  |

EVENT LOCATION: \_\_\_\_\_ EVENT HOURS: \_\_\_\_\_

ESTIMATED NUMBER OF ATTENDEES: \_\_\_\_\_

ESTIMATED NUMBER OF VOLUNTEERS: \_\_\_\_\_

ESTIMATE DATE / TIME FOR SET-UP: \_\_\_\_\_  A.M.  P.M.

ESTIMATE DATE / TIME FOR CLEAN-UP: \_\_\_\_\_  A.M.  P.M.



## EVENT DETAILS

WILL MUSIC BE PROVIDED DURING THIS EVENT:  Yes  No

TYPE OF MUSIC PROPOSED:  Live  Amplification  Recorded  Loudspeakers

PROPOSED TIME MUSIC WILL BEGIN: \_\_\_\_\_ END: \_\_\_\_\_

FOOD VENDORS/CONCESSIONS: (Contact Allegan County Health Department)  Yes  No

Provide Copy of Health Department Food Service License

WILL ALCOHOL BE SERVED AT THIS EVENT:  Yes  No

Provide Copy of Liquor Liability Insurance (listing the City as additionally insured)

Provide Copy of Michigan Liquor Control License

If yes, describe measures to be taken to prohibit the sale of alcohol to minors: \_\_\_\_\_

WILL FIREWORKS BE APART OF EVENT:  Yes  No

Provide Copy of Liability Insurance (listing the City as additionally insured)

Provide Copy of Fireworks Permit

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

**“YARD” SIGNS** - Number requested: \_\_\_\_ (Maximum size is 2’ x2’. Cannot be displayed no more than 15 days prior to first day of event and must be removed 24 hours after end of event.)

**BANNER UNDER SAUGATUCK PALETTE SIGN** - (Size cannot be greater than 14’ x 4’). Cannot be displayed more than 15 days prior to first day of event and must be removed 24 hours after end of event.)

**SIGNAGE AT EVENT SITE** - Location(s): \_\_\_\_\_

Description of signs: \_\_\_\_\_

(Signs at event site cannot be displayed prior to day of the event and must removed at the end of the event.)

**TENTS/CANOPIES/MISC:** The City of Saugatuck does not have tents, stage, tables or chairs available for rental. There are a number of businesses listed in the yellow pages under “Rental Service Stores” that specialize in the rental of event supplies. Will the following be constructed or located in the event area:

**BOOTHS – QUANTITY** \_\_\_\_\_

**TENTS – QUANTITY** \_\_\_\_\_

**AWNINGS – QUANTITY** \_\_\_\_\_

**TABLES – QUANTITY** \_\_\_\_\_

**PORTABLE TOILETS – QUANTITY** \_\_\_\_\_

**VENDOR PARKING:** Have you made arrangement for vendor parking?  Yes  No

If yes, where do you propose your vendors park? \_\_\_\_\_

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

**DEPARTMENT OF PUBLIC WORKS**

APPROVED

DENIED

\_\_\_\_\_  
*Authorized Personnel Signature*

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

TRASH RECEPTACLES – QUANTITY \_\_\_\_\_

BARRICADES – QUANTITY \_\_\_\_\_

TRAFFIC CONES – QUANTITY \_\_\_\_\_

PARKING SIGNS – QUANTITY \_\_\_\_\_

FENCING  WATER  ELECTRIC

RESTROOM CLEANING

OTHER \_\_\_\_\_

**POLICE DEPARTMENT**

APPROVED

DENIED

\_\_\_\_\_  
*Authorized Personnel Signature*

ADDITIONAL OFFICERS REQUIRED?  Yes  No

If yes please describe & include times \_\_\_\_\_

Other (describe): \_\_\_\_\_

**SAUGATUCK TOWNSHIP FIRE DISTRICT**

APPROVED

DENIED

\_\_\_\_\_  
*Authorized Personnel Signature*

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

Street closure date/time: \_\_\_\_\_  A.M.  P.M.

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

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

Describe Sidewalk Use: \_\_\_\_\_

Sidewalk closure date/time: \_\_\_\_\_  A.M.  P.M.

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

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

Parking Lot Location: \_\_\_\_\_

Sidewalk closure date/time: \_\_\_\_\_  A.M.  P.M.

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

What parking arrangements are proposed to accommodate potential attendance: \_\_\_\_\_

## APPLICATION CHECK LIST

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

If document is missing, please explain: \_\_\_\_\_

The applicant and sponsoring organization understand and agrees to:

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

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

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

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

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

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



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

\_\_\_\_\_  
Date



Council Action	
_____	Approved
_____	Denied
_____	Date

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

## SPECIAL EVENT & PARADE APPLICATION

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

### SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: OPERATION HOPE OF ALLEGAN CO \_\_\_\_\_ TELEPHONE: 231-878-8566 \_\_\_\_\_  
 MAILING ADDRESS: 2805 62<sup>ND</sup> STREET, FENNVILLE, 49408 \_\_\_\_\_  
 CONTACT NAME: BIRDIE HOLLEY & APRIL GUNDY \_\_\_\_\_ TELEPHONE: 904-655-4101 & 231-878-8566  
 E-MAIL ADDRESS: ENCOMPASSWELLNESS1@GMAIL.COM \_\_\_\_\_ CELL PHONE: 231-878-8566 \_\_\_\_\_

### CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: APRIL GUNDY \_\_\_\_\_ TELEPHONE: 231-878-8566 \_\_\_\_\_  
 E-MAIL ADDRESS: ENCOMPASSWELLNESS1@GMAIL.COM \_\_\_\_\_ CELL PHONE: SAME AS ABOVE \_\_\_\_\_

### EVENT INFORMATION

NAME OF EVENT: HOLIDAY PARADE \_\_\_\_\_ DATE(S) OF EVENT: 12/2/2023 \_\_\_\_\_  
 PURPOSE OF EVENT: COMMUNITY EVENT \_\_\_\_\_ RAIN DATE: N/A \_\_\_\_\_  
 Non-Profit       For-Profit       City Operated/Sponsored       Co-Sponsored  
 Marathon/Race       Festival/Fair       Video/Film Production       Other \_\_\_\_\_

EVENT LOCATION: WICKS PARK AREA (GAZEBO) \_\_\_\_\_ EVENT HOURS: 10:15A-12:00P

ESTIMATED NUMBER OF ATTENDEES: 200 \_\_\_\_\_

ESTIMATED NUMBER OF VOLUNTEERS: 7 \_\_\_\_\_

ESTIMATE DATE / TIME FOR SET-UP: 10:15A \_\_\_\_\_  A.M.  P.M.

ESTIMATE DATE / TIME FOR CLEAN-UP: 12:00P \_\_\_\_\_  A.M.  P.M.

## EVENT DETAILS

WILL MUSIC BE PROVIDED DURING THIS EVENT:  Yes  No

TYPE OF MUSIC PROPOSED:  Live  Amplification  Recorded  Loudspeakers

PROPOSED TIME MUSIC WILL BEGIN: \_\_\_\_\_ END: \_\_\_\_\_

FOOD VENDORS/CONCESSIONS: (Contact Allegan County Health Department)  Yes  No  
 Provide Copy of Health Department Food Service License

WILL ALCOHOL BE SERVED AT THIS EVENT:  Yes  No  
 Provide Copy of Liquor Liability Insurance (listing the City as additionally insured)  
 Provide Copy of Michigan Liquor Control License

If yes, describe measures to be taken to prohibit the sale of alcohol to minors: \_\_\_\_\_

Coffee + Hot Chocolate in Wick's Park by Biggby.

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

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

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

**TENTS/CANOPIES/MISC:** The City of Saugatuck does not have tents, stage, tables or chairs available for rental. There are a number of businesses listed in the yellow pages under "Rental Service Stores" that specialize in the rental of event supplies. Will the following be constructed or located in the event area:

- BOOTHS – QUANTITY \_\_\_\_\_  TENTS – QUANTITY \_\_\_\_\_
- AWNINGS – QUANTITY \_\_\_\_\_  TABLES – QUANTITY \_\_\_\_\_
- PORTABLE TOILETS – QUANTITY \_\_\_\_\_

**VENDOR PARKING:** Have you made arrangement for vendor parking?  Yes  No

If yes, where do you propose your vendors park? \_\_\_\_\_

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

**DEPARTMENT OF PUBLIC WORKS**

APPROVED  DENIED

\_\_\_\_\_  
*Authorized Personnel Signature*

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

TRASH RECEPTACLES – QUANTITY \_\_\_\_\_

BARRICADES – QUANTITY? \_\_\_\_\_

TRAFFIC CONES – QUANTITY \_\_\_\_\_

PARKING SIGNS – QUANTITY \_\_\_\_\_

FENCING  WATER  ELECTRIC

RESTROOM CLEANING

OTHER \_\_\_\_\_

**POLICE DEPARTMENT**

APPROVED  DENIED

\_\_\_\_\_  
*Authorized Personnel Signature*

ADDITIONAL OFFICERS REQUIRED?  Yes  No

If yes please describe & include times IF POSSIBLE FOR BARRICADE AND LEAD/END PARADE \_\_\_\_\_

Other (describe): \_\_\_\_\_

**SAUGATUCK TOWNSHIP FIRE DISTRICT**

APPROVED  DENIED

\_\_\_\_\_  
*Authorized Personnel Signature*

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

Street closure date/time: \_\_\_\_\_  A.M.  P.M.

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

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

Describe Sidewalk Use: \_\_\_\_\_

Sidewalk closure date/time: \_\_\_\_\_  A.M.  P.M.

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

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

Parking Lot Location: \_\_\_\_\_

Sidewalk closure date/time: \_\_\_\_\_  A.M.  P.M.

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

What parking arrangements are proposed to accommodate potential attendance: \_\_\_\_\_

## APPLICATION CHECK LIST

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

If document is missing, please explain: COI is coming, just got approval today for sponsorship. Event map, is actually the parade route. Open to suggestions on modifying if needed. \_\_\_\_\_

The applicant and sponsoring organization understand and agrees to:

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

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

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

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

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

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

ELIZABETH BIRDIE HOLLEY

11/16/2023

Applicant Signature

Date







## NOTICE

The CITY OF SAUGATUCK is accepting applications for appointments to the following Boards/Commissions:

### **Planning Commission:**

The City of Saugatuck Planning Commission is a seven-member commission empowered by City Council and is given the authority to establish procedures, standards, and administrative rules whereby applicants are required to submit for review and approval a site development plan. The powers and duties of the Planning Commission are provided by Act No. 285 of the Public Acts of the State of Michigan, as amended.

Saugatuck Planning Commission meetings are held at Saugatuck City Hall, 102 Butler Street, Saugatuck, MI 49453 at 7:00 p.m. on the 3rd Thursday of each month.

If you are a resident of the City of Saugatuck and have the desire and ability to serve, please contact City Hall at (269) 857-2603 for more information or to request an application.

Jamie Wolters  
Saugatuck City Clerk  
Dated: November 20, 2023