



**CITY COUNCIL AGENDA  
MAY 23, 2016 – 7:00 P.M.**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF MINUTES  
**A. Regular City Council Meeting of May 9, 2016**
5. MAYOR'S COMMENTS
6. CITY MANAGER'S COMMENTS
7. AGENDA CHANGES (ADDITIONS/DELETIONS)
8. GUEST SPEAKERS:  
**A. Jon Moxey – Fleis & VandenBrink Capital Improvement Plan Summary**
9. PUBLIC COMMENT *Agenda Items Only (Limit 3 minutes)*
10. REQUESTS FOR PAYMENT  
**A. Approval of Accounts Payable**
11. PUBLIC HEARINGS: **None**
12. UNFINISHED BUSINESS: **None**
13. NEW BUSINESS  
**A. License Agreement – Big Lake Outfitters Kayak Storage (VOICE VOTE)**  
**B. Encroachment Agreement – Griffith Alley LLC Planter Encroachment (VOICE VOTE)**  
**C. Resolution No. 160523-A – Road Millage Proposal Renewal Language (ROLL CALL)**
14. CONSENT AGENDA:  
**A. Annual Town Crier Race – June 18, 2016**
15. PUBLIC COMMENTS *(Limit 3 minutes)*
16. COMMUNICATIONS:  
**A. Sign Ordinance Amendment – Feather Flags in Right-of-Way**  
**B. Request to Operate Business in City Right-of-Way**
17. BOARDS, COMMISSIONS & COMMITTEE REPORTS  
**A. KLSWA, Harbor Authority, Fire Board, Planning Commission, Tree Board**
18. COUNCIL COMMENTS
19. ADJOURN

**NOTICE**

This facility is wheelchair accessible with accessible parking spaces available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact Saugatuck City Clerk at 269-857-2603 or [monica@saugatuckcity.com](mailto:monica@saugatuckcity.com) for further information.

**Proposed Minutes**  
**Saugatuck City Council Meeting**  
**Saugatuck, Michigan, May 9, 2016**

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

1. **Call to Order** by Mayor Peterson at 7:00 p.m.
2. **Pledge of Allegiance**
3. **Attendance:**  
Present: Spangler, Bekken, Johnson, Hess, Verplank, Peterson & Trester  
Absent: None  
Others Present: City Manager Harrier & City Clerk Nagel
4. **Approval of Minutes:** A motion was made by Spangler, 2<sup>nd</sup> by Hess, to approve the April 25, 2016 regular meeting minutes as presented. Upon voice vote the motion carried unanimously.
5. **Mayor's Comments:** Mayor Peterson announced the following: Saugatuck earned the USA Today's Readers Choice Award for Best Small Town Weekend Escape; City Manager Harrier will be presenting a list of priorities for discussion at the May 19, 2016 workshop meeting.
6. **City Manager's Report:** City Manager Harrier announced the following: updated Council on the Oval Beach Parking Lot Project and expects the beach to be open by weekend (weather permitting); curb stripping and street line painting is in process.
7. **Agenda Changes:** None
8. **Guest Speakers:** None
9. **Public Comment:** None
10. **Request for Payment:** A motion was made by Hess, 2<sup>nd</sup> by Verplank, to approve the accounts payable in the amount of \$133,348.71. Upon voice vote the motion carried unanimously.
11. **Public Hearings:** None
12. **Unfinished Business:** None
13. **New Business:**
  - A. **FY 16/17 Police Budget:** A motion was made by Spangler, 2<sup>nd</sup> by Trester, to approve and ratify the budget recommended by the Saugatuck-Douglas Police Commission as presented. Upon voice vote the motion carried unanimously.
  - B. **Right-of-Way Sign Request – Saugatuck/Douglas Garden Club:** A motion was made by Hess, 2<sup>nd</sup> by Verplank, to approve the request to install 1 (one) temporary sign between May 9-May 14, 2016 within the public right-of-way as indicated on the attached right-of-way sign permit application. Upon voice vote the motion carried unanimously.
  - C. **Right-of-Way Sign Request – Lakeshore Community Chorus:** A motion was made by Trester, 2<sup>nd</sup> by Hess, to approve the request to install 15 temporary signs between May 26-June 5, 2016 within the public right-of-way as indicated on the attached right-of-way sign permit application. Upon voice vote the motion carried unanimously.

**D. Right-of-Way Use Agreement – Big Lake Outfitters:** A motion was made by Verplank, 2<sup>nd</sup> by Hess, to **not instruct** the City Attorney to prepare and Agreement between the City of Saugatuck and Big Lake Outfitters identifying the terms of use that would allow the storage of kayaks in the public right-of-way and present to City Council for approval. Upon roll call the motion failed by the following vote:

Yes: Verplank, Hess, Bekken

No: Johnson, Spangler, Trester, Peterson

A motion was made by Johnson, 2<sup>nd</sup> by Spangler, to **instruct** the City Attorney to prepare and Agreement between the City of Saugatuck and Big Lake Outfitters identifying the terms of use that would allow the storage of kayaks in the public right-of-way and present to City Council for approval. Upon roll call the motion carried by the following vote:

Yes: Johnson, Spangler, Bekken, Trester, Peterson

No: Verplank, Hess

**14. Consent Agenda:** None

**15. Public Comment:** None

**16. Communications:** None

**17. Boards, Commissions & Committee Reports:** None

**18. Council Comments:** None

**19. Adjournment:** Mayor Peterson adjourned the meeting at 7:58 p.m.

Respectfully Submitted,

Monica Nagel, CMC  
City Clerk

10A

Vendor Name	Description	Amount
1. ACCURATE STRIPING		
	CURBS	1,479.35
2. BLOOM SLUGGETT MORGAN		
	LEGAL FEES	1,868.50
3. BRINK WOOD PRODUCTS		
	PLAYGROUND WOOD CHIPS	196.00
4. CAPITAL ONE		
	PARK SUPPLIES	169.48
5. CMS MEDICARE INSURANCE		
	INSURANCE	365.40
6. CONSUMERS ENERGY		
	ELECTRIC	902.19
7. DIANNA MC GREW		
	ASSESSING SERVICES	2,388.87
8. EDGEWATER RESOURCES		
	HARBOR	910.00
9. FLEIS & VANDENBRINK ENGINEERING INC		
	CAPITAL IMPROVEMENT PLAN	525.00
	OVAL BEACH	12,280.37
	TOTAL	12,805.37
10. FRIS OFFICE OUTFITTERS		
	SUPPLIES	31.20
11. GORDON FOOD SERVICE		
	CONCESSION	3,374.10
	CONCESSION	19.16
	TOTAL	3,393.26
12. GRAND RAPIDS POPCORN		
	CONCESSION	276.75
13. IHLE SERVICE		
	TIRE REPAIR	27.00
14. JANE ELEANOR VERPLANK		
	UNIFORMS	75.00
15. KALAMAZOO LAKE SEWER & WATER		
	WATER	971.26
16. MICHIGAN PAVING & MATERIALS CO		
	OVAL BEACH	318,850.22
17. PETTY CASH		
	START UP OVAL & CHAIN FERRY	1,750.00
18. SAUGATUCK FIRE		
	SHORT TERM INSPECTIONS	60.00
19. SHELL		
	GASOLINE & DIESEL	373.91
20. SISTERS IN INK		
	UNIFORMS	2,134.13
	CONCESSION	958.30
	TOTAL	3,092.43
21. WILLIAM HESS		
	CITIZEN OF THE YEAR	20.00
TOTAL - ALL VENDORS		350,006.19
<b>FUND TOTALS:</b>		
Fund 101 - GENERAL FUND		347,749.33
Fund 202 - MAJOR STREETS		750.00
Fund 203 - LOCAL STREETS		729.35
Fund 661 - MOTOR POOL FUND		736.67
Fund 715 - ROSE GARDEN		40.84

JOURNALS POSTING REPORT  
POSTING REPORT

05/19/2016 12:08 PM  
User: Peter  
DB: Saugatuck

Post Date	Journal	Summ/Det	Ref #	Description	DR Amount	CR Amount
05/20/2016	PR	S	18109	273		
101-000-001.000				CASH IN CHEMICAL		11,626.37
101-000-228.002				STATE INCOME TAX WITHHELD		732.79
101-000-229.000				DUE TO FEDERAL GOVERNMENT		5,059.27
101-000-234.000				DUE TO RETIREMENT PLANS		4,902.26
101-173-702.000				SALARY/WAGES	3,308.31	
101-173-720.000				FRINGE BENEFITS	826.86	
101-215-702.000				SALARY/WAGES	1,903.56	
101-215-720.000				FRINGE BENEFITS	487.69	
101-215-860.000				EDUCATIONAL TRAINING	46.44	
101-253-702.000				SALARY/WAGES	2,389.43	
101-253-720.000				FRINGE BENEFITS	612.19	
101-265-702.000				SALARY/WAGES	143.14	
101-265-720.000				FRINGE BENEFITS	31.31	
101-441-702.000				SALARY/WAGES	5,211.12	
101-441-720.000				FRINGE BENEFITS	917.26	
101-721-702.000				SALARY/WAGES	1,246.15	
101-721-720.000				FRINGE BENEFITS	320.02	
101-723-702.000				SALARY	830.77	
101-723-720.000				FRINGE BENEFITS	213.35	
101-751-702.000				SALARY/WAGES	1,883.29	
101-751-720.000				FRINGE BENEFITS	381.81	
101-756-702.000				SALARY/WAGES	1,236.84	
101-756-720.000				FRINGE BENEFITS	297.91	
101-756-850.000				TELEPHONE	33.24	
202-000-001.000				CASH IN BANK		460.75
202-463-702.000				SALARY/WAGES	197.85	
202-463-720.000				FRINGE BENEFITS	34.85	
202-464-702.000				SALARY/WAGES	196.71	
202-464-720.000				FRINGE BENEFITS	31.34	
203-000-001.000				CASH IN BANK		489.83
203-463-702.000				SALARY/WAGES	225.25	
203-463-720.000				FRINGE BENEFITS	36.67	
203-464-702.000				SALARY/WAGES	196.62	
203-464-720.000				FRINGE BENEFITS	31.29	
661-000-001.000				CASH IN BANK		610.09
661-443-702.000				SALARY/WAGES	477.18	
661-443-720.000				FRINGE BENEFITS	99.67	
661-443-850.000				TELEPHONES	33.24	
					<u>23,881.36</u>	<u>23,881.36</u>
					<u>23,881.36</u>	<u>23,881.36</u>

SUMMARY PR 05/20/2016



# City Council Agenda Item Report

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City of Saugatuck

**FROM:** Kirk Harrier, City Manager

**MEETING DATE:** May 23, 2016

**SUBJECT:** License Agreement (Big Lake Outfitters Kayak Storage)

## **DESCRIPTION**

The business located at 640 Water Street (Big Lake Outfitters) has requested permission to place a rack in the city right-of-way to store 8 kayaks next to the City owned Spear Street public boat launch. These kayaks are part of the rental operations of the business. On May 9<sup>th</sup> the City Council voted to instruct the City Attorney to draft a license agreement to allow Big Lake Outfitters permission to place a rack in the city right-of-way to store 8 kayaks. The terms are clearly identified in the attached agreement. The annual license fee is calculated using the annual front foot street end license rate. For 2016 that rate was \$62.68 per foot. Staff measured the length of the kayak rack with kayaks installed and determined it to be 14' in length. A one-time charge for the legal cost to prepare the agreement would also be required to be paid by the business in order to obtain the license.

## **BUDGET ACTION REQUIRED**

N/A

## **COMMITTEE/COMMISSION REVIEW**

N/A

## **LEGAL REVIEW**

The City's municipal legal firm (Bloom, Sluggett & Morgan) has prepared the attached license agreement.

## **SAMPLE MOTION:**

Motion to **approve/deny** the license agreement between the City of Saugatuck and Big Lake Outfitters as presented with a 2016 license fee of \$877.52 and a one-time payment of \$400 for the City's attorney fees incurred for drafting the agreement.

## LICENSE AGREEMENT

This License Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 between the City of Saugatuck, a Michigan home rule city (“City”), and AJM MLB, LLC, a Michigan limited liability company d/b/a Big Lake Outfitters of Saugatuck, of 640 Water Street, Saugatuck, Michigan 49453 (“Big Lake Outfitters”).

### RECITALS

- Big Lake Outfitters is a City-based rental and charter fishing company that rents outdoor equipment and vehicles, including mopeds, bicycles, kayaks, stand up paddle boards, and pontoon and motor boats, for the use and enjoyment by residents and visitors of the City and surrounding areas.
- The City owns and controls the Spear Street public boat launch at 700 Water Street, Saugatuck, Michigan 49453 (“Property”).
- In furtherance of its business objectives Big Lake Outfitters seeks to install, operate and maintain a kayak storage rack within a portion of the public right-of-way as further described herein (“Kayak Storage Rack”).

**NOW, IN CONSIDERATION** of the mutual covenants herein contained, the City and Big Lake Outfitters agree as follows:

1. **License.** The City grants to Big Lake Outfitters a license for the installation, operation and maintenance of the Kayak Storage Rack in the precise location on the Property as shown on Attachment A, and Big Lake Outfitters accepts the license from the City on the terms and subject to the conditions herein contained. The license is limited to the location shown on Attachment A, which attachment is incorporated by reference.

2. **Term and Termination.** The term of the license is for one year from the date first above written. Unless the Agreement is terminated as provided for herein, the license shall continue and thereafter automatically renew for additional one year terms. Either party may terminate the Agreement for any reason at any time and neither Big Lake Outfitters nor its permitted successor or assign shall be entitled to damages or compensation of any kind by reason of such termination. Within 30 days after termination by either party, Big Lake Outfitters shall, at no cost to the City, remove the Kayak Storage Rack and return the public right-of-way in which the Kayak Storage Rack was located to its original condition, normal wear and tear excepted. If the City is required to contract for or perform directly any work in the public right-of-way in which the Kayak Storage Rack was located or elsewhere directly as a result of the existence of the Kayak Storage Rack, Big Lake Outfitters shall pay the actual costs thereof to the City promptly upon demand, whether demand precedes or follows actual performance of work. Big Lake Outfitters’ obligations to restore the public right-of-way as provided for herein shall survive any termination of this Agreement.

3. **Annual License Fee.** In consideration of the license granted herein, Big Lake Outfitters shall annually pay the City, during the initial term of the license and any renewal thereof, an annual license fee as established from time to time by the City Council. Big Lake Outfitters' initial license fee shall include the one-time cost of the City's attorney fees incurred for the drafting of the Agreement.

4. **Non-Exclusive License for Use of the Public Right-of-Way; Conditions of Use.** Big Lake Outfitters shall have non-exclusive use of the licensed area as shown on Attachment A for ingress-egress, shall have exclusive use of the Kayak Storage Rack, and shall not use such public right-of-way or any portion of it for any other purpose without the prior written consent of the City, subject to the following conditions:

- Kayaks and related equipment (i.e., paddles, life jackets, etc.) shall be rented or purchased at Big Lake Outfitters' physical business address at 640 Water Street, Saugatuck, Michigan 49453 and not on the Property. Only the transfer of control of kayaks and related equipment shall occur on the Property.
- The Kayak Storage Rack shall not impede or otherwise interfere with pedestrian traffic to, from or across the Property.
- Big Lake Outfitters and its officers, employees and agents shall not place signs, advertisements or other methods of identification of Big Lake Outfitters on the Kayak Storage Rack, on the Property, or in the public right-of-way in which the Kayak Storage Rack is located.
- Big Lake Outfitters and its officers, employees, invitees and agents shall store the kayaks and related equipment solely on the Kayak Storage Rack and not in any other location, including on the public right-of-way in which the Kayak Storage Rack is located.
- Big Lake Outfitters agrees that in its use and occupancy of the public right-of-way, it will comply at all times with all applicable statutes, ordinances, rules, regulations and orders.

5. **No Assignment.** Big Lake Outfitters shall not assign the license without the prior written consent of the City, which consent may be granted or withheld in the City's sole discretion.

6. **Condition of Public Right-of-Way.** By executing this license, Big Lake Outfitters accepts access to the public right-of-way and the Property as shown on Attachment A on an "as-is" basis and acknowledges that the City has made no representations or warranties of any kind with respect to the condition of the public right-of-way or its suitability for any particular use or purpose.

7. **Utility and Construction Disruption.** The City reserves the right to do utility work and related construction on the Property as needed for the maintenance and improvement of utilities or the right-of-way.

8. **Insurance.** Big Lake Outfitters shall obtain, continuously maintain for the duration of the Agreement, and provide the City prior to execution of this Agreement, and from time to time thereafter, an insurance policy of commercial general liability coverage naming the City an additional insured party. Such insurance shall have an initial limit of not less than \$500,000.00 per occurrence and \$1,000,000.00 general aggregate. Proof of such policy shall be filed with the City Clerk. The insurance must contain comprehensive coverage to insure against any and all claims arising out of or attributable to the presence of the Kayak Storage Rack, regardless of whether Big Lake Outfitters or any of its officers, employees, invitees or agents are negligent in any manner. The insurance must contain an unqualified guarantee that the City will be provided with 30 days prior written notice of cancellation, termination, non-renewal, or material change in coverage of the insurance policy provided. If Big Lake Outfitters fails to maintain the required insurance, the City may, at its option, obtain such insurance at its own expense and bill the costs of the same plus the administrative expenses of the City to Big Lake Outfitters, which costs Big Lake Outfitters agrees to promptly pay.

9. **Casualty.** In no event shall the City be responsible for loss or damage to the Kayak Storage Rack, improvements, or personal property owned or used by Big Lake Outfitters or placed within or on the Property, which are caused by fire, theft, loss, vandalism or other casualty.

10. **Public Liability and Indemnity.** Big Lake Outfitters shall hold the City and its officers, employees and agents harmless from, and defend and indemnify them against, any and all claims or lawsuits seeking recovery for damage or injury, including death, and against any other legal proceedings instituted against any of them, directly or indirectly, arising from the design, construction, or physical existence or use of the Kayak Storage Rack; provided, however, that nothing herein shall require Big Lake Outfitters to indemnify the City, its officers, employees or agents against claims predicated upon the gross negligence or willful misconduct of the City, its officers, employees or agents. Nothing herein shall be construed as a waiver by the City, its officers or employees of the defense of governmental immunity. The obligations of the parties as set forth in this paragraph shall survive the termination of the Agreement for a period of three years.

11. **Waiver.** The City's failure to enforce any term of the Agreement shall not be deemed a waiver of the enforcement of that or any other term, nor shall any acceptance of a partial payment of a license fee be deemed a waiver of the City's right to the full amount thereof.

12. **Legal Effect.** The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

13. **Amendments.** The parties agree to permit modifications of the Agreement from time to time, but such modifications shall be in writing and signed by both parties.

14. **Law; Jurisdiction and Venue.** The Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. The parties agree that the jurisdiction and venue for any action brought related to the license or Agreement shall be the state courts of Allegan County, Michigan.

15. **Severability.** In the event that any part of the Agreement shall be held invalid, the remainder thereof shall remain in full force and effect.

16. **Entire Agreement.** The Agreement, together with all the 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.

17. **No Joint Venture or Partnership.** The Agreement does not and is not intended to create a joint venture or partnership between the parties. The rights and obligations of the parties are entirely contained within the Agreement.

18. **No Third-Party Beneficiaries.** The Agreement confers no rights or remedies on any third-party other than the parties to the Agreement and their respective permitted successors and assigns.

**IN WITNESS WHEREOF,** the undersigned have executed the Agreement as of the date first above written.

CITY OF SAUGATUCK

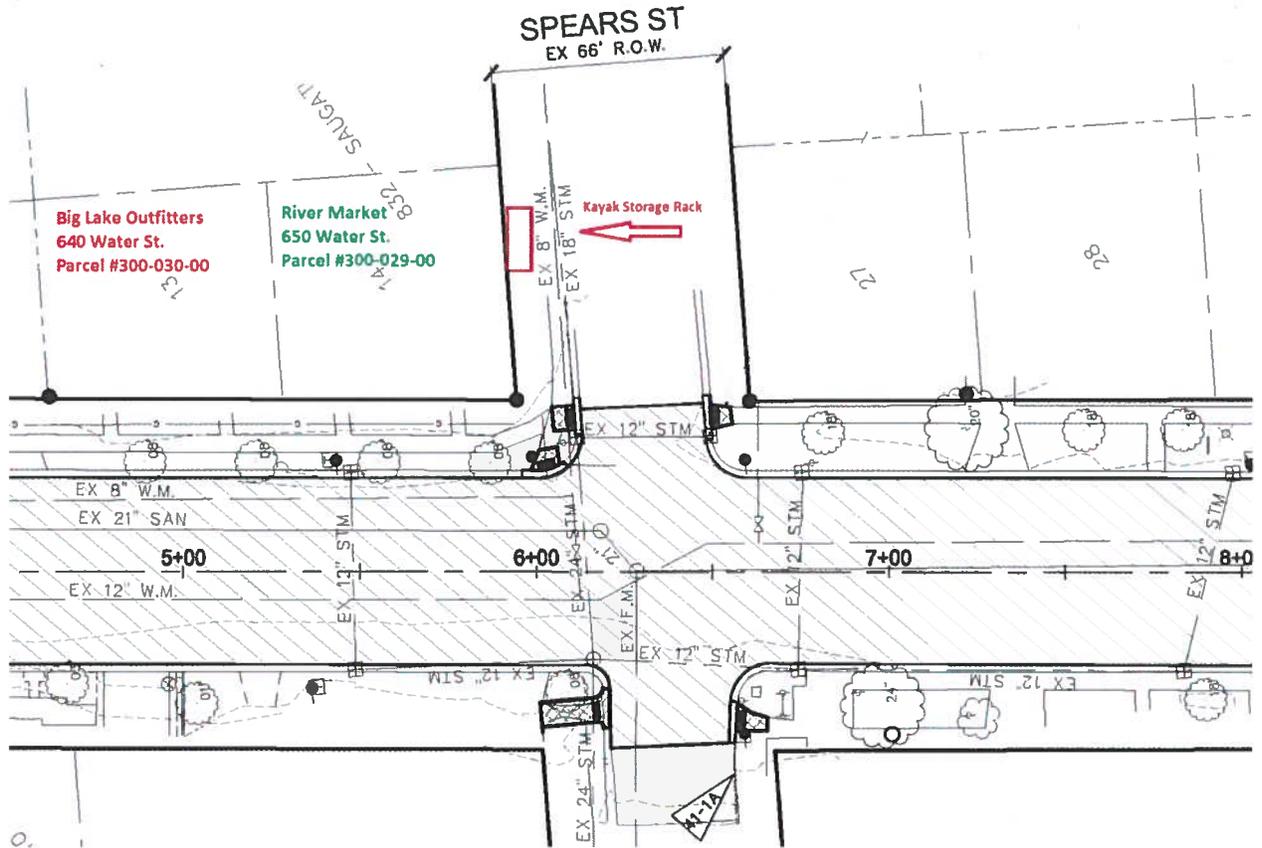
BIG LAKE OUTFITTERS

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

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

**Attachment A**

**(Location of Kayak Storage Rack)**





# City Council Agenda Item Report

City of Saugatuck

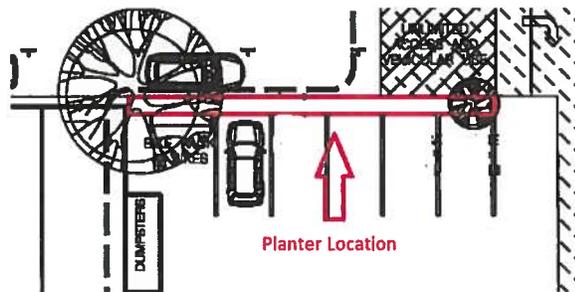
**FROM:** Kirk Harrier, City Manager

**MEETING DATE:** May 23, 2016

**SUBJECT:** Encroachment Agreement (Griffith Alley, LLC Planter Encroachment)

## DESCRIPTION

Griffith Alley, LLC is the owner of real property located at 129 Griffith Street which abuts the City owned Culver Street Parking Lot. Griffith Alley, LLC recently received approval from the City to develop and construct a multi-unit residential building on the Property. Without prior City approval, a portion of a Planter was constructed in the public parking area. Griffith Alley, LLC has approached the City seeking approval to permit the portion of the Planter installed within the public parking area to remain and extend it as shown in the image below to help delineate the alley and improve parking flow. City Staff has reviewed the planter on site and agrees the planter as proposed would assist in delineating the alley and improve parking issues that would likely occur without the planter in place.



## BUDGET ACTION REQUIRED

N/A

## COMMITTEE/COMMISSION REVIEW

N/A

## LEGAL REVIEW

The City's municipal legal firm (Bloom, Sluggett & Morgan) has prepared the attached agreement.

## SAMPLE MOTION:

Motion to **approve/deny** the encroachment agreement between the City of Saugatuck and Griffith Alley, LLC as presented and authorize the Mayor and City Clerk to effectuate the agreement.

## **ENCROACHMENT AGREEMENT**

This Encroachment Agreement (“Agreement” or “Encroachment License”) is between the City of Saugatuck, a Michigan home rule city (“City”) and Griffith Alley, LLC, a Michigan limited liability company (“Griffith”), dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

### **RECITALS**

A. Griffith is the owner of real property located at 129 Griffith Street (the “Property”) in the City which abuts a public parking area. The public parking area is owned by and subject to the control of the City.

B. Griffith recently received approval from the City to develop and construct a multi-unit residential building on the Property.

C. Without prior City approval, a portion of a Planter was constructed in the public parking area.

D. Griffith has approached the City seeking approval to permit the portion of the Planter installed within the public parking area to remain and extend it in the encroachment area. The encroachment area requested by Griffith is shown on attached Exhibit A (“Encroachment Area”).

E. There are no City utilities currently in the Encroachment Area, and the City has no current plans to develop the Encroachment Area for other public use. Nonetheless, in order to retain its interests and to reserve its right to require the removal of any improvements installed in the Encroachment Area by Griffith, or any permitted successor or agent, at no cost to the City or its taxpayers, it has determined to enter into this Agreement.

NOW, IN CONSIDERATION of the covenants contained in this Agreement, and in order to foster economic development in the City, the City grants to Griffith an encroachment license as provided below:

1. Affirmation and Integration. The parties affirm that the Recitals set forth above are correct and shall be treated as an integral part of this Agreement.

2. Encroachment License. The City grants to Griffith, and Griffith accepts from the City, an encroachment license to construct, maintain and repair an approximately 20-inch tall, cinder-block Planter over and upon a portion of a public parking area owned and controlled by the City in the Encroachment Area, within the precise location shown on Exhibit A, subject to the terms and conditions of this Agreement.

3. Term. The Encroachment License granted herein shall commence on the date, first written above and will terminate at such time as provided herein. The Encroachment License may be terminated by the City in its absolute discretion. In the event of the termination of the License, Griffith shall remove, at no cost or expense to the City, all improvements located within the Encroachment Area and vacate the Encroachment Area within 30 days following the

termination. Any property or improvements remaining within the Encroachment Area thereafter will be deemed abandoned by Griffith, and the City may dispose of the same as it sees fit in its sole discretion. If the City is required to contract for or perform directly any work in the Encroachment Area or elsewhere directly as a result of the existence of the Planter, Griffith shall pay the actual cost thereof to the City promptly upon demand, whether the demand precedes or follows actual performance of work. In the event the Encroachment License is terminated or revoked, neither Griffith nor any permitted successor or assign shall be entitled to any damages or compensation of any kind.

4. Consideration. Griffith shall pay to the City the sum of \$350.00 for associated legal fees incurred by the City in preparing this Agreement within ten (10) business days of invoicing by the City.

5. Use. The Encroachment Area may be used by Griffith solely to construct, maintain and repair the Planter as shown on Exhibit A. All costs of any type associated with the construction or use of the Planter within the Encroachment Area shall be the sole responsibility of Griffith and no further construction may occur until the City has reviewed all plans and designs for such work and approved of the same in writing. Griffith acknowledges and agrees that it has inspected the Encroachment Area and has determined such premises to be in a satisfactory condition and that Griffith's entry upon and use of the Encroachment Area constitutes acceptance of the Encroachment Area on an "as is" basis. The City makes no representations or warranties as to the condition of the Encroachment Area, the suitability of the use of the Encroachment Area proposed by Griffith, or any physical or other condition associated with the Encroachment Area. The City will have no liability or responsibility for the design or maintenance of the Planter as a result of granting this Encroachment License. Griffith will comply with all applicable ordinances, laws, and regulations governing its use of the Planter and nothing herein shall be construed as a waiver of the application of any applicable ordinances, laws and regulations. Except as otherwise provided herein, Griffith acknowledges that the public parking area is not to be damaged in any way by the permitted encroachments, the presence of the encroachments, or by Griffith's maintenance or related activities as to the encroachments, and that any and all such damage is Griffith's responsibility to repair and restore. Accordingly, the Griffith will, at its cost, modify, repair and/or restore the public parking area thereon, at the reasonable direction of the City, should the same in any way be damaged for a reason associated with the presence of the Planter. As to the foregoing, the Griffith must restore the public parking area to an as good or better condition than the same existed immediately prior to any such damage or disturbance.

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

7. General Restrictions, Standards and Conditions. This Encroachment License is subject to the following general restrictions:

A. The Planter shall not be used in such a way as to become a public nuisance or to interfere with public access and public operations occurring on or in the abutting public parking area.

B. Griffith is solely responsible for maintaining, in a clean and safe condition, the Planter within the Encroachment Area, during the term of this Encroachment License. This right to use the Encroachment Area may not be construed or interpreted to be a grant of any interest in the Encroachment Area, public parking area or other property of the City to Griffith. The City shall have no responsibility to repair or maintain the Planter and Griffith will be solely responsible for maintenance and repairs of the Encroachment Area.

C. The Planter shall only be located in that area expressly designated on Exhibit A. Any dispute as to the appropriate location of the Planter shall be resolved by the City Manager, whose determination shall rest solely in his or her absolute discretion.

8. Improvements. No improvements shall be made to the Encroachment Area by Griffith beyond that authorized by this Encroachment License, unless the City approves of the same in writing prior to the performance of work by Griffith or by a contractor approved in writing by the City.

9. Public Liability and Indemnity. Griffith shall hold the City and its officers, employees, and agents harmless from, and defend and indemnify them against, any and all claims or lawsuits seeking recovery for damage or injury, including death, and against any other legal proceedings instituted against any of them, directly or indirectly, arising from the design, construction, or physical existence or use of the Planter in the Encroachment Area, or from the City's permitting Griffith to maintain such encroachments, regardless of whether Griffith or any of its officers, employees, or agents are negligent or otherwise culpable; provided, however, that nothing herein shall require Griffith to indemnify the City, its officers employees, or agents against claims predicated upon the gross negligence or willful misconduct of the City, its officers, employees, or agents. Nothing herein shall be construed as a waiver by the City, its offices or employees of the defense of governmental immunity. The obligations of the parties as set forth in this section shall survive the termination of this Agreement for a period of three years.

10. Insurance. Griffith shall obtain, continuously maintain for the duration of this Agreement, and provide the City prior to execution of this Agreement, and from time to time thereafter, with proof acceptable to the City Manager of commercial general liability insurance coverage, naming the City as an additional insured party. Such insurance shall have an initial limit of not less than \$500,000 per occurrence and \$1,000,000 general aggregate. The insurance must contain comprehensive coverage to insure against any and all claims arising out of or attributable to the presence of the Planter within the Encroachment Area, regardless of whether Griffith or any of its officers, employees, invitees or agents are negligent in any manner, and also contractual liability coverage to insure that the obligations of Griffith to the City pursuant to this License are met. The insurance must contain an unqualified guarantee that the City will be provided with 30 days prior written notice of cancellation, termination, non-renewal, or material change in coverage of the insurance policy provided. If Griffith fails to maintain the required insurance in force, the City may, at its option, obtain such insurance at its own expense and bill

the costs of the same plus administrative expenses of the City to Griffith, which costs Griffith agrees to promptly pay.

11. Casualty. In no event shall the City be responsible for loss or damage to the Planter, improvements, or personal property owned or used by Griffith or placed in the Encroachment Area by Griffith, which are caused by fire, theft, loss, vandalism or other casualty.

12. Acknowledgements. Griffith acknowledges and agrees that the City is the owner of the Encroachment Area, that the license granted under this Agreement involves the permission to enter and use property which is public property, that the public's right to use the Encroachment Area is paramount, and that Griffith's use of the Encroachment Area may not interfere with the public's rights. Griffith further acknowledges that its use of the Encroachment Area does not constitute any title, claim of right, or other interest in the Encroachment Area.

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

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

15. Laws. This Agreement shall be interpreted and enforced by the laws of the State of Michigan.

CITY OF SAUGATUCK,  
a Michigan home rule city

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

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

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

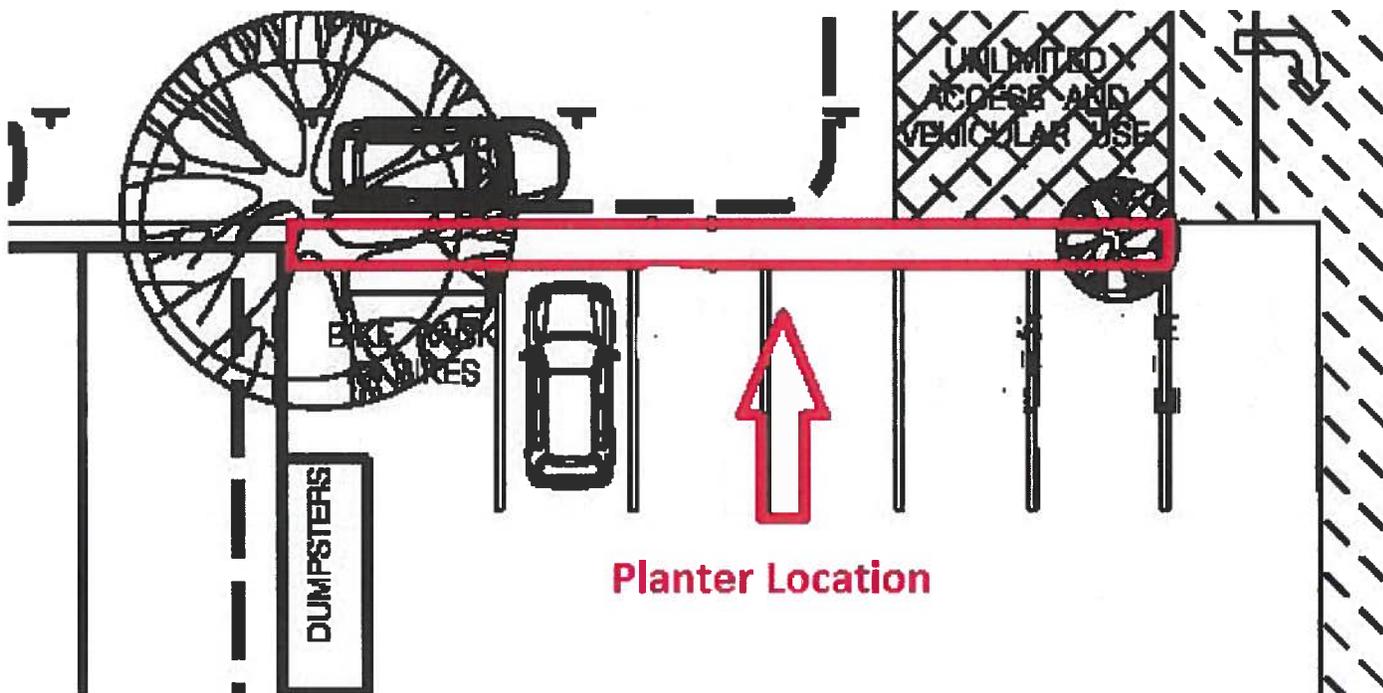
Its: \_\_\_\_\_

GRIFFITH, ALLEY, LLC, a Michigan limited  
liability company

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

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

**EXHIBIT A**





# City Council Agenda Item Report

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City of Saugatuck

**FROM:** Kirk Harrier, City Manager

**MEETING DATE:** May 23, 2016

**SUBJECT:** Resolution No. 160523-A (Road Millage Proposal Renewal Language)

## **DESCRIPTION**

On November 6, 2001, City voters approved an extra voted millage of 2 mills for 15 years (2002-2016) to provide funds for the repair, maintenance, renovation, and improvement of public roads in the City. The current road millage expires following the July 1, 2016 tax levy. This dedicated millage is critical in order to continue to repair, maintain and renovate the roads in the City. The City Council authorized the City's legal counsel to prepare the attached ballot language for the November 8, 2016 election. This proposal will seek voter approval for the renewal back to the original 2 mills for a 15 year period.

## **BUDGET ACTION REQUIRED**

N/A

## **COMMITTEE/COMMISSION REVIEW**

N/A

## **LEGAL REVIEW**

The City's municipal legal firm (Bloom, Sluggett & Morgan) has prepared the attached Resolution.

## **SAMPLE MOTION:**

Motion to **approve/deny** Resolution No. 160523-A certifying the proposal language to the Allegan County Clerk for submittal to the qualified electors of the City at the regular City election on November 8, 2016.

**CITY OF SAUGATUCK  
COUNTY OF ALLEGAN**

**RESOLUTION NO. 160523-A**

**A RESOLUTION APPROVING AND CERTIFYING  
A ROAD MILLAGE PROPOSAL FOR THE NOVEMBER 8, 2016 ELECTION**

Council Member \_\_\_\_\_, offered the following resolution and moved for its adoption, seconded by Council Member \_\_\_\_\_:

**WHEREAS**, on November 6, 2001, City voters approved an extra voted millage of 2 mills for 15 years (2002-2016, inclusive) to provide funds for the repair, maintenance, renovation, and improvement of public roads in the City; and

**WHEREAS**, the 2 mill road millage has been reduced by Headlee rollbacks to 1.7974 mills in 2016; and

**WHEREAS**, the road millage expires following the July 1, 2016 tax levy; and

**WHEREAS**, the City Council wishes to seek voter approval of the renewal of the current road millage of 1.7974 mills and an increase of 0.2026 mills up to the original voted 2 mills, starting in 2017; and

**WHEREAS**, the City Council wishes to submit the road millage proposal to City voters at the regular City election on November 8, 2016.

**NOW, THEREFORE, IT IS RESOLVED THAT:**

1. The City Council approves and certifies the following proposal to the Allegan County Clerk for submittal to the qualified electors of the City at the regular City election on November 8, 2016:

**CITY OF SAUGATUCK  
ROAD MILLAGE PROPOSAL  
2 MILLS FOR 15 YEARS**

Shall the previously voted increase in the limitation on general ad valorem taxes within the City of Saugatuck of 2 mills (\$2.00 per \$1,000 of taxable value), reduced to 1.7974 mills (\$1.7974 per \$1,000 of taxable value) by the required millage rollbacks, be renewed and increased by 0.2026 mills (\$0.2026 per \$1,000 of taxable value) up to the original voted millage of 2 mills (\$2.00 per \$1,000 of taxable value), and shall the City of Saugatuck levy such 2 mills on all taxable property annually for 15 years, 2017 through 2031, inclusive, to provide funds for the repair, maintenance, renovation and improvement of public roads in the City, thereby raising an estimated \$278,000 for such purposes in the first year of the levy?

Yes \_\_\_  
No \_\_\_

3. The City Clerk is hereby authorized and directed to submit a certified copy of this Resolution to the Allegan County Clerk.

4. The City Clerk and the Allegan County Clerk are hereby authorized and directed to print the ballots, publish all notices for such election, and to take all other action as necessary or desirable in connection with such election .

5. All resolutions and parts of resolutions that conflict with the provisions of this Resolution are rescinded.

YEAS: Council Members: \_\_\_\_\_

NAYS: Council Members: \_\_\_\_\_

ABSTAIN: Council Members: \_\_\_\_\_

ABSENT: Council Members: \_\_\_\_\_

**ADOPTED** this 23rd day of May, 2016

\_\_\_\_\_  
Chris Peterson, Mayor

\_\_\_\_\_  
Monica Nagel, City Clerk

**CERTIFICATION**

I, Monica Nagel, the duly appointed Clerk of the City of Saugatuck do hereby certify the foregoing is a true and complete copy of a resolution adopted by the Saugatuck City Council at a regular meeting held on May 23, 2016, in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

Attest:

\_\_\_\_\_  
Monica Nagel, City Clerk



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

### SPECIAL EVENT APPLICATION

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

#### SPONSORING ORGANIZATION INFORMATION = 2016

LEGAL BUSINESS NAME: Town Crier @SPS TELEPHONE: 269-857-1400

MAILING ADDRESS: 201 Randolph Pobox 818 Douglas MI 49406

CONTACT NAME: Attn: Rick Bauer TELEPHONE: \_\_\_\_\_

E-MAIL ADDRESS: rbauer@saugatuckps.com CELL PHONE: 616-848-9313

#### CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: Rick Bauer / Linda Kinnaman TELEPHONE: L 616-566-7316

E-MAIL ADDRESS: rbauer@saugatuckps.com  
lindabkinnaman@gmail.com CELL PHONE: R 616-848-9313

#### EVENT INFORMATION

NAME OF EVENT: Town Crier 5K/10K Run/Walk DATE(S) OF EVENT: June 18, 2016

PURPOSE OF EVENT: Funding of Cross Country + Track Teams RAIN DATE: Ø

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

EVENT LOCATION: Coral Gables + Race Route EVENT HOURS: 8am - Noon

ESTIMATED NUMBER OF ATTENDEES: 400

ESTIMATED NUMBER OF VOLUNTEERS: 50-60

ESTIMATE DATE / TIME FOR SET-UP: 06 / 18 / 2016 6:30 **(A.M.)** P.M. (circle one)

ESTIMATE DATE / TIME FOR CLEAN-UP: 06 / 18 / 2016 12:30 A.M. **(P.M.)** (circle one)

**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): some signs with arrows placed on  
Description of signs: corners when volunteer is not available.  
(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 0
- TENTS – QUANTITY 0
- AWNINGS – QUANTITY 0
- TABLES – QUANTITY 0
- PORTABLE TOILETS – QUANTITY 0

**VENDOR PARKING:** Have you made arrangement for vendor parking?  Yes  No no vendors  
If yes, where do you propose your vendors park? \_\_\_\_\_

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

**DEPARTMENT OF PUBLIC WORKS**

APPROVED

DENIED

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 \_\_\_\_\_

**SAUGATUCK/DOUGLAS POLICE DEPARTMENT**

APPROVED

DENIED

ADDITIONAL OFFICERS REQUIRED?  Yes  No

If yes please describe & include times one officer (car) to lead & one to follow

Other (describe): 7:55am - 12

**SAUGATUCK TOWNSHIP FIRE DISTRICT**

APPROVED

DENIED

STREET CLOSURES:  Yes  No (use attached map to outline proposed closures) *No streets will be 100% closed*

Street closure date/time:  / / \_\_\_\_\_ A.M. P.M. (circle one)

Street re-open date/time:  / / \_\_\_\_\_ A.M. P.M. (circle one)

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

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

Sidewalk closure date/time:  / / \_\_\_\_\_ A.M. P.M. (circle one)

Sidewalk re-open date/time:  / / \_\_\_\_\_ A.M. P.M. (circle one)

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

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

Sidewalk closure date/time:  / / \_\_\_\_\_ A.M. P.M. (circle one)

Sidewalk re-open date/time:  / / \_\_\_\_\_ A.M. P.M. (circle one)

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

**CITY USE ONLY – Department representative please initial if approved**

[ ] DPW [ ] POLICE [ ] FIRE

CITY COUNCIL APPROVAL DATE: \_\_\_\_\_

AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

MONICA LOOMAN -CITY CLERK

## APPLICATION CHECK LIST

- Completed Application
- Event Map (includes detailed event layout for vendors, booths, porta potties, etc.) @ city Hall
- Road/Sidewalk/Parking Lot Closure Map
- Certificate of Insurance (listing the City of Saugatuck as additionally insured) sent to Kirk Harrisel
- 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.

*Suida B Kinuaman*

Applicant Signature

*May 16, 2014*

Date



Park St

Wash

Lucy St

Spear St

Saugatuck

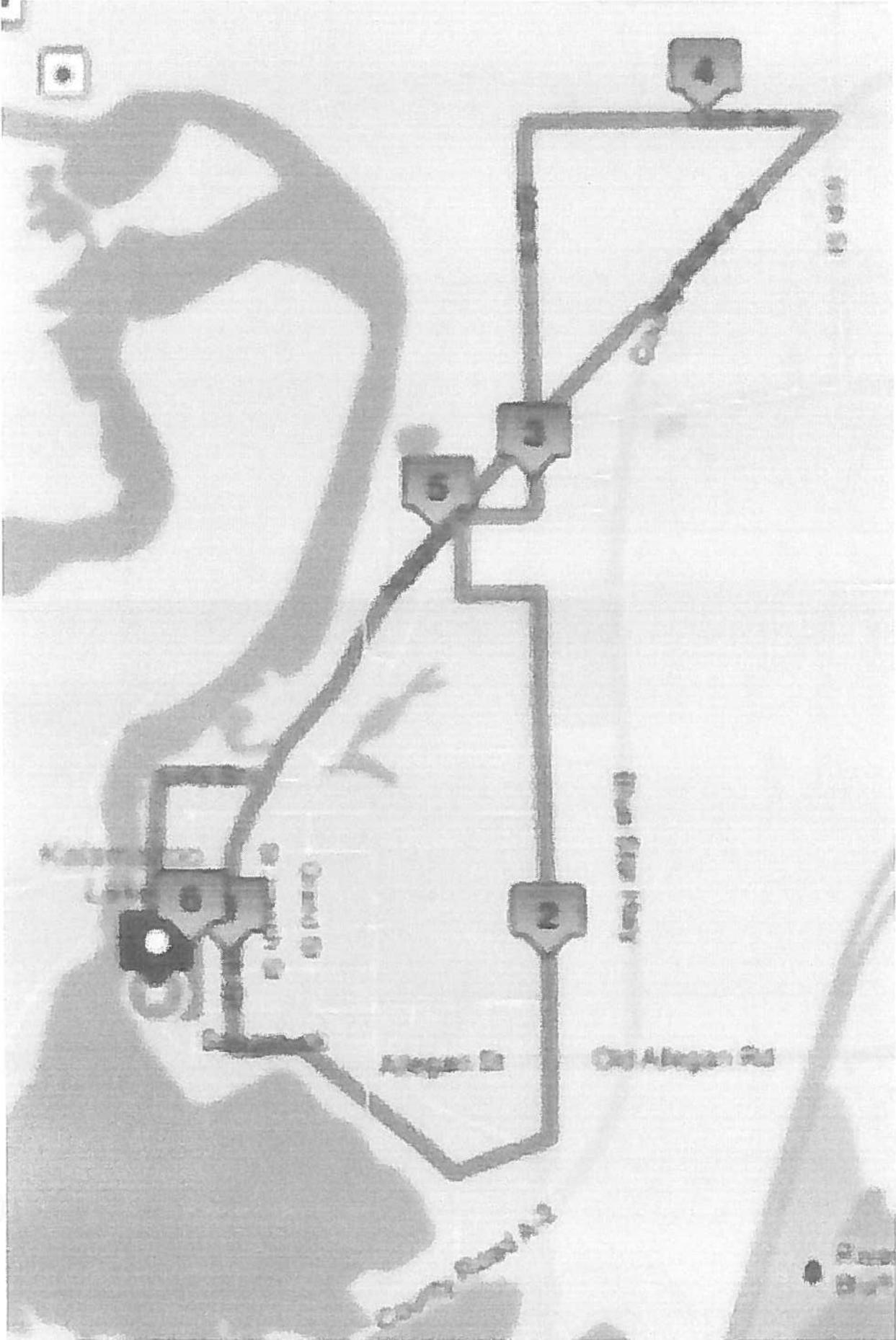
66th S

Wash St

Pleasant St

Lake St

amazoo Lake





## Memo

**To:** Saugatuck City Council  
**From:** Kirk Harrier—Saugatuck City Manager  
**Date:** May 20, 2016  
**Re:** Sign Ordinance Amendment (feather flags in right-of-way)

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City staff has been enforcing the City's Ordinance relating to the placement of large "feather flags" in the public right-of-way. Feather flags are currently not permitted in the right-of-way and if placed on private property are regulated as attached signs in the Sign Ordinance. Some Council members have expressed concerns that this specific type of signage should be allowed in the City right-of-way in the downtown business district. If the Council is interested in amending the City Sign Ordinance to allow feather flags, staff would recommend Council instruct the Planning Commission to review the current Ordinance and make a recommendation to City Council.

Feather Flag Examples:



16 B



## Memo

**To:** Saugatuck City Council  
**From:** Kirk Harrier—Saugatuck City Manager  
**Date:** May 20, 2016  
**Re:** Request to operate Business in city right-of-way

---

A request to set up a table in the public right-of-way to promote a guided tour business was recently submitted to the City. Staff reviewed the City Ordinance and contacted the City's legal counsel for a determination as to what Ordinance section this request would be regulated under. Attached to this memo is a copy of the request from Ms. Huffman and an e-mail from the City's legal counsel for your review and discussion.

## Kirk Harrier

---

**From:** Jeff Sluggett <jsluggett@bsmlawpc.com>  
**Sent:** Friday, May 20, 2016 11:24 AM  
**To:** Kirk Harrier  
**Subject:** Use of Public Sidewalks

Kirk:

This will confirm our discussion this morning regarding Ms. Huffman's request to the City Council to establish a work area in front of the Landsharks store to solicit for her guided hikes/tours. Ms. Huffman submitted her request premised on the application of Chapter 113 of the City Code to her business. You and I also discussed where Chapter 110 (outdoor business displays) might apply.

Initially, I read Chapter 110 of the Code as applying to any business in the City which seeks to display merchandise, etc. outdoors. Specifically applicable to Ms. Huffman's situation is Section 110.02(A)(1) of the Code, which prohibits a business from displaying merchandise in a public right-of-way, park or easement without first obtaining a license from the City. Section 110.02, which does apply to Ms. Huffman's proposal, would require that she obtain a license from the City in order to use its sidewalks to operate her business.

We also discussed whether Chapter 113 of the Code (entitled "Hawkers and Peddlers") applies to this request. As noted above, Ms. Huffman assumes that it does and has asked for relief from the provisions of Section 113.05(A)(2) which prohibits a person with a peddler's license from operating in a stationary location in the rights-of-way. (The definition of "peddler" found in Sections 113.02 is, frankly, unclear as to whether Ms. Huffman's business as described would fit within the meaning of "peddler." Assuming it does, she would need to obtain a permit in order to operate.)

Common to both chapters is the need, ultimately, for any commercial enterprise seeking to work in the public rights-of-way to obtain a license. While I believe the City has permitted the limited commercial use of rights-of-way in the past (largely outside of the main downtown thoroughfares), it has not, on a regular basis of which I am aware, permitted the "downtown" sidewalks to be used to operate regular, seasonal businesses.

While I am not advocating for or against such activities, I would recommend that the Council, before embarking on allowing such uses, consider referring the matter to its Planning Commission for study and a recommendation in terms of how to proceed, what ordinances would need to be amended, what other communities do, etc. The Planning Commission is, under state law and the City Code, the City's designated planning body with expertise including the projected long-term development of various districts, pedestrian and vehicular traffic management, aesthetics, economic development, etc. (for example, see the Planning Commission's role in development of the City's Master Plan).

Let me know if you want to discuss any of the above in more detail.

Jeff

Dear Saugatuck City Council,

I am writing to you today on behalf of obtaining a pardon for City Ordinance 113.05 section 2 (Use of Public Areas): no license shall be permitted to a stationary location within a congested area if the location operates to impede or inconvenience the public use and enjoyment of city streets, sidewalks, right-of-ways or parks. I am opening a new business in contingent with Landsharks called Lakeshore Trail Trekkers that will provide guided hiking tours at the state park. David Lokker at Landsharks has allowed me to establish my business in Landsharks under a contract service. David and I came to the conclusion that it is a good idea to set up a small table outside the store between the sidewalk and the parking for a few hours a few days a week in order to promote the new business (see image 1). Despite this being a good idea, the concept runs into conflicts pertaining ordinance 113.05. If the City Council were to pardon this ordinance for this specific and unique circumstance, walking traffic would *not* be inhibited but would enhance and benefit the experience of tourists and the local economy.

I completely understand the reasoning behind the current ordinance; I don't want our streets to flood with merchants that will further congest the already overpopulated city in summer. The last thing our city needs is another way to crowd the sidewalks which would inhibit tourists from having a positive experience and participate in commerce. However, I would like to implore the notion that my circumstance is unique in the fact that it would *not* constrict the flow of walking traffic on the sidewalk and would actually lead to a more positive experience for tourists while also increasing the local economy. Currently, there are two benches and one trash can placed along that stretch of sidewalk; the location where the table would go has neither a bench nor a trash can. The space sandwiched in between the sidewalk and street parking is empty and does *not* serve a purpose in aiding in the flow of pedestrians or by offering any other public resources. With that being said, there is seldom any foot traffic passing in the space which means that by setting up a table would *not* "impede or inconvenience" pedestrians because the space is *not* "located within a congested area" (see image 2). The table would only be set up for minimal hours for a few days a week. The table will only be set up on times when foot traffic is low because I will be giving tours during the height of the foot traffic. It should also be noted that the table will not take any business away from currently established businesses due to the fact that there are no other guided hiking tour businesses currently established in Saugatuck. Rather, this new business will attract more

customers to enjoy the numerous amenities of the shops downtown Saugatuck by providing the consumer with more diversity which will further enhance the uniqueness of our town. Adding more variety of business and attracting more business to Landsharks and other local businesses will result in an increase in the local economy. How does this correlate to a benefit to the local economy? By driving more business into Landsharks to purchase the tickets, Landsharks will see an increase in profits which will result in more tax revenue generated for the city. Saugatuck will also attract more tourists that are attracted to the concept that there are guided hiking tours and a greater emphasis on showcasing our natural surroundings—something that no other lakeshore town offers within the West Michigan area. In conclusion, the area will *not* “impede or inconvenience” pedestrians, will *not* conflict upon currently established businesses, but *will* benefit the the consumer and the local economy. I would like to ask the Saugatuck City Council to consider this proposition for a pardon of City Ordinance 113.05 section 2 for this specific and unique circumstance.

Thank you for your time and consideration,

Kit Huffman

Please feel free to email: [huffmankit@gmail.com](mailto:huffmankit@gmail.com) if you have any questions or concerns.

**Post Scriptum:**

Duly note that the table established will *not* conflict with City Ordinance 110.02 (Regulations), specifically section 5: (Cash registers, cash boxes and similar devices or equipment may not be operated outside of a principal structure or rented space. Expected otherwise provided herein, all business transactions for merchandise, goods and services shall occur in a structure.) All transactions will be made within Landsharks, and the businesses will sell tickets that can be purchased inside Landsharks.



**Image One:**

This is the space that faces the south side of Landsharks across from Tuck's Christmas shop. The city has already placed the benches and trash can in their locations for the summer; this is a vacant spot in the sidewalk.



**Image Two:**

This space is sandwiched in between the sidewalk and public street parking. Because of these conditions that the space falls under, there is no foot traffic that utilizes this space. A small table would not deter those from those using the sidewalk or those parking.