



VILLAGE OF SUTTONS BAY
REMOTE Access Village Council Meeting
420 N. Front Street, Suttons Bay, MI 49682
REGULAR MEETING
Tuesday February 22, 2022 5:30 p.m.
Agenda

Due to continuing concerns about COVID-19 transmission, there will also be a Zoom link (which can be found on our website at www.suttonsbayvillage.org) for remote attendance for those members of the public wishing to participate. Members of the public participating in person will be required to wear a mask.

1. Regular Meeting Called to Order
2. Roll Call
3. Consent Agenda
 - a. Approval of Minutes -January 18, 2022
 - b. Payment of Invoices
4. Agenda Approval
5. Public Comment / Communication and Reports (please limit to no more than three (3) minutes)
 - a. MLCC Transfer of License – Roux 9, LLC
6. Unfinished Business
7. New Business
 - a. Report VSB 2022-10 Zoning Ordinance Amendment-Tasting Room Language
 - b. Cherryland Electric Franchise Agreement
 - c. Report VSB 2022-11 John Deere Loader Purchase
 - d. Report VSB 2022-12 Water Sewer Ordinance Review
 - e. Meeting Room Acoustics Update
8. Special Committee Reports/Staff Reports (Verbal)
9. Good of the Order (Council Member Comments)
10. Public Comment (please limit to no more than three (3) minutes)
11. Adjournment

If you are planning on attending this meeting and are disabled requiring any special assistance, please notify the Village Clerk by calling 231.271.3051 or by email suttonsbay@suttonsbayvillage.org as soon as possible.



VILLAGE OF SUTTONS BAY
VILLAGE COUNCIL REGULAR MEETING
MINUTES OF JANUARY 18, 2022

The meeting was called to order by Steve Lutke at 5:30 p.m.

Present: Karl Bahle, Will Case, Colleen Christensen, Steve Lutke, Debra Smith and Roger Suppes
Absent: Mike Long
Staff present: Lorrie DeVol, Shar Fay, Rob Larrea and Dorothy Petroskey

Consent Agenda

Bahle moved, Case seconded, CARRIED, to approve the Consent Agenda as presented. The Village Council meeting minutes of December 20, 2021, are approved. The payment of invoices is approved. The 2021 Planning Commission report is accepted. Ayes: 6, No: 0.

Approval of Agenda

Smith moved, Suppes seconded, CARRIED, to approve the agenda as presented. Ayes: 6, No: 0.

Public Comment

Bill Perkins commented the cost for a 2nd deputy for the upcoming Suttons Bay Art Festival would cost \$80.00 per hour, for 16 hours. Perkins suggests a meter maid to write parking tickets instead of hiring a 2nd deputy with the revenue going to the Village.

Report VSB 2022-06 MDOT Annual Performance Resolution

Suppes moved, Bahle seconded, CARRIED, that the 2022 Performance Resolution provided by MDOT and attached to report VSB-2022-06, be adopted, with an affirmative unanimous roll call vote. Ayes: 6, No: 0.

Managers Contract

Following discussion, it was the consensus of Council to approve a legal review of the Manager's contract for the purpose of amending the contract including extending the contract for one year and two months (through December 31, 2024), and add a \$10,000 longevity bonus should the Manager fulfill the contract, to be paid at the end of a three-year term (2024), based on the Manager's yearly performance reviews.

DDA Appointment

Council appointed Dan Derigiotis to the Downtown Development Authority, for a term ending 2024.

Good of the Order

Christensen stated she has been looking into a sound buffering system for the Village Hall to help with the rebound noise and poor acoustics in the conference room. A company will be doing an acoustics review.

Public Comment

Lois Bahle commented on the poor acoustics in Council Chambers.

Mike Long stated it was difficult to hear during the zoom meeting.

Karin Andrews commented on the difficulty of hearing the meeting.

The meeting adjourned at 5:44 p.m.

Meeting minutes submitted by Shar Fay, Village Clerk.

Check Date	Check	Vendor Name	Description	Amount
Bank GEN FIFTH THIRD CHECKING				
01/21/2022	18533(E)	POSTMASTER	TRIMBLE RETURN	16.35
01/21/2022	18534(E)	AMAZON	LOGITECH WIRELESS MOUSE	29.99
01/21/2022	18535(E)	BLUE CROSS BLUE SHIELD OF MICH	GR 007015354 0001-MONTHLY PREM -JAN 2022	373.29
01/21/2022	18536(E)	BLUE CROSS BLUE SHIELD OF MICH	GR 007015354-FEB PREM 2022	373.29
01/21/2022	18537(E)	GFL ENVIRONMENTAL	1520 RICHTER ROAD 6 YD	246.61
01/21/2022	18538(E)	PITNEY BOWES	ACCT#0016108756	24.22
01/21/2022	18539(E)	VISION SERVICE PLAN	ACCT# 30 017164001 MONTHLY PREM-JAN 2022	205.06
01/21/2022	18540(E)	VISION SERVICE PLAN	ACCT# 30 017164001 MONTHLY PREM-FEB 2022	205.06
01/21/2022	18541(E)	CHARTER COMMUNICATIONS	ACCT# 824512120023735 NORTH PARK CAMERA	74.98
01/28/2022	18542(E)	CERRYLAND ELECTRIC	ACCT#8364410 JAN 2022	212.96
01/28/2022	18543(E)	ADOBE	SOFTWARE UPDATE-MNGRS	15.89
01/28/2022	18544(E)	AMAZON	2-LED MAGLITES	140.72
01/28/2022	18545(E)	MICHIGAN MUNICIPAL EXECUTIVES	NME MEMBERSHIP DUES	145.00
01/28/2022	18546(E)	MI MUNICIPAL LEAGUE	MICHIGAN EXECUTIVE CONFERENCE	349.00
01/28/2022	18547(E)	MICHIGAN STATE UNIVERSITY	CITIZEN PLANNER COURSE-PONTIUS	250.00
01/28/2022	18548(E)	OFFICE DEPOT	COPY PAPER \$375.88 LESS TAX OF \$21.28	354.60
01/28/2022	18549(E)	PITNEY BOWES	QUARTERLY LEASE PAYMENT 12/31/2021	140.10
01/28/2022	18550(E)	STAPLES	SHOP CALENDAR	39.29
01/31/2022	18551(E)	CHARTER COMMUNICATIONS	ACCT# XXX-2588 146 S SHORE	137.96
01/31/2022	18552(E)	CHARTER COMMUNICATIONS	ACCT #9774 420 FRONT STREET JAN 2022	142.97
01/31/2022	18553(E)	FIFTH THIRD BANK	BANK FEES-JANUARY	183.66
01/31/2022	18554(E)	PITNEY BOWES - PURCHASE POWER	CUST# 8000909002229933 JANUARY	201.00
02/02/2022	18561(E)	FIRST INTERNET BANK OF INDIANA	FIFPC - SUTTONS BAY, MI 2018- 3013-39801	19,968.75
02/09/2022	18562(E)	AMAZON	16X20X2 AIR FILTERS HVAC FURNACE FILTERS	93.72
02/15/2022	18563(E)	STATE OF MI-DEAL	MIDEAL-284, 2022 ANNUAL MEMB FEE	180.00
02/16/2022	18564(E)	BLUE CROSS BLUE SHIELD OF MICH	GR 007015354 0001 MARCH 2022 PREMIUM	373.29
02/16/2022	18565(E)	FIFTH THIRD BANK	BANK FEES FEBRUARY 2022	224.02
02/16/2022	18566(E)	PITNEY BOWES - PURCHASE POWER	ACCT#8000-9090-0222-9933-POSTAGE	201.00
02/16/2022	18567(E)	STATE OF MICHIGAN -DEQ	NPDES ANNUAL PERMIT & FEE	2,003.92
01/21/2022	45575	DC COLLECTIVE GROCER	TRASH BAGS 40 CT	8.47
01/21/2022	45576	DTE ENERGY	MULTIPLE ACCOUNTS THRU FEB 1, 2022	1,256.79
01/21/2022	45577	CENTURYLINK	ACCT# 89115093 JANUARY 2022	143.40
01/21/2022	45578	LESLIE COURTIER	ZONING ADMIN AGREE - JAN, 2022	480.00
01/21/2022	45579	FLEIS & VANDENBRINK ENGINEERING	PROJECT 842140 WHPP SERVICES	2,400.00
01/21/2022	45580	KDP RETIREMENT PLAN SVCS, INC	4TH QTR ESTIMATE 10/1/21 TO 12/31/21	270.00
01/21/2022	45581	MICHIGAN CAT	ACCT # 12464 924-LOADER	135.55
01/21/2022	45582	INTEGRITY BUSINESS SOLUTIONS	ACCT#957380 OFFICE SUPPLIES	333.15
01/21/2022	45583	PURE WATER WORKS	5 GAL WATER/DEPOSITS	33.00
01/21/2022	45584	RICHARD BLODGETT	REIMBURSE-SAFETY GEAR	0.00
01/21/2022	45585	SECURITY SANITATION, INC	PORTA JOHN RENTAL-MARINA/DPW JAN 2022	400.00
01/21/2022	45586	USABUEBOOK	SAFETY EQUIPMENT	398.01
01/21/2022	45587	WINDEMULLER	CUST# 128466 EXTERIOR LIGHTING	228.61
01/26/2022	45588	GRAINGER	ACCT#871012852 HEADLAMP-AIRBAG	979.64
01/26/2022	45589	ART'S AUTO AND TRUCK PARTS INC	CUST# 20090 FILTER	152.32
01/26/2022	45590	COUNTY OF LEELANAU	POLICE PERSONNEL/MILEASE OCT 2021	23,977.64
01/26/2022	45591	ACTION INDUSTRIAL SUPPLY	ORDER# 1780157 SAFETY EQUIPMENT	93.59
01/26/2022	45592	AT&T MOBILITY	ACCT#28734252169 JAN 2022	509.52
01/26/2022	45593	KECO INC. - PUMP & EQUIPMENT	REPAIR KIT-MARINA PUMP OUT	1,645.85
01/26/2022	45594	LEELANAU COUNTY EQUALIZATION	7-MAPS 24X36 PARKS REC MASTER PLAN	140.00
01/26/2022	45595	MR CLEAN	JANITORIAL SERVICES-DECEMBER 2021	340.00
01/26/2022	45596	INTEGRITY BUSINESS SOLUTIONS	ACCT# 957380 OFFICE SUPPLIES	108.66
01/26/2022	45597	PRIORITY HEALTH	GROUP 784340 S001, PREMIUM FEB 2022	7,999.86
01/26/2022	45598	STANDARD INSURANCE COMPANY	642946 0117, JAN 2022 PREMIUM	1,721.07
01/26/2022	45599	TRUCK & TRAILER SPECIALTIES	HYDRAULIC MOTOR	64.83
01/26/2022	45600	WELLS FARGO FINANCIAL LEASING	ACCT# 6030214439000 COPIER LEASE AGREEM	72.92
01/26/2022	45601	WINDEMULLER	PORT SUTTON LIFT STATION WO 129407	212.00
02/01/2022	45602	ROBERTO LARREA	HOTEL/FUEL/MEAL REIMBURSEMENT	619.29

Check Date	Check	Vendor Name	Description	Amount
02/09/2022	45603	BRAMER AUTO SUPPLY	CUST#8571 OIL FILTER-369	669.88
02/09/2022	45604	CONSUMERS ENERGY	JANUARY 2022-MULTIPLE ACCOUNTS	5,678.63
02/09/2022	45605	CENTURYLINK	ACCT # 300439566 DUE FEBRUARY	649.67
02/09/2022	45606	CENTURYLINK	ACCT# 405593377 FEBRUARY 2022	223.17
02/09/2022	45607	GRAINGER	ACCT# 871012852 MISC SUPPLIES	1,357.28
02/09/2022	45608	ART'S AUTO AND TRUCK PARTS INC	TRUCK 838 SLACK ADJUSTER KIT	198.29
02/09/2022	45609	NORTHERN BUILDING SUPPLY, LLC	ACC # VILLO MULTIPLE INVOICES	182.87
02/09/2022	45610	LELANAU ENTERPRISE	CUST # 2074 LEGALS	150.40
02/09/2022	45611	CENTURYLINK	ACCT# 89115093 FEBRUARY 2022	143.40
02/09/2022	45612	DANBROOK ADAMS RAYMOND	EMPLOYMENT AGREEMENT REVIEW	700.00
02/09/2022	45613	MICHIGAN CAT	ORDER# 13094052 CUSHION KIT	123.63
02/09/2022	45614	NETLINK BUSINESS SOLUTIONS	3 MO. MAINTENANCE AGREEMENT/COPIES	362.69
02/09/2022	45615	JACOBS ENGINEERING GROUP, INC	PER AGREEMENT FEBRUARY 2022	14,437.83
02/09/2022	45616	INTEGRITY BUSINESS SOLUTIONS	ACCT# 2317883-0 OFFICE SUPPLIES	68.59
02/09/2022	45617	DOROTHY PETROSKEY	OFFICE SUPPLIES-OFFICE/SHOP	37.76
02/09/2022	45618	SOS ANALYTICAL	PROJECT # WSSN 6500 BACTI TESTING	100.00
02/09/2022	45619	TIME WARNER CABLE	ACCT# 103479401 1522 RICHTER	112.97
02/09/2022	45620	TRUCK & TRAILER SPECIALTIES	ORDER #BS0016128	456.96
02/09/2022	45621	USABLEBOOK	CUST#820127 RAYOVAC BATTERIES	1,531.77
02/09/2022	45622	VALLEY CITY LINEN	FEBRUARY 2022	25.00
02/17/2022	45623	BRAMER AUTO SUPPLY	CUST# 8571 FITTINGS	146.84
02/17/2022	45624	ART'S AUTO AND TRUCK PARTS INC	CUST #20090 MOTOR VEHICLE SUPPLIES	302.86
02/17/2022	45625	FERGUSONS LAWN EQUIP.	CUST#7057 VALVE COVER ASSEMBLY KIT	217.64
02/17/2022	45626	AIRGAS USA, LLC	CUST# 1459542 GLASS GARDNER	165.41
02/17/2022	45627	AIRGAS USA, LLC	CUST# 1459542 LENSES FOR WELDING HELMET	21.69
02/17/2022	45628	CUMMINS BRIDGEWAY, LLC	ANNUAL MAINTENANCE ONAN WWTP	371.94
02/17/2022	45629	FLEIS& VANDENBRINK ENGINEERING	PROJ 842140 - WHPP SERVICES THRU 3/31/22	2,400.00
02/17/2022	45630	MI ASSOC OF MUNICIPAL CLERKS	MAMC CONF S FAY MT PLEASANT MARCH 20-25	650.00
02/17/2022	45631	MR CLEAN	JANITORIAL SERVICES JANAUARY 2022	410.00
02/17/2022	45632	NETLINK BUSINESS SOLUTIONS	3 MO. MAINTENANCE AGREEMENT 1522 RICHTER	144.00
02/17/2022	45633	SECURITY SANITATION, INC	WATERWHEEL PARK PORTA JOHN-FEB 2022	220.00

GEN TOTALS:

(1 Check Voided)

Total of 87 Disbursements:

103,892.04



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

ORLENE HAWKS
DIRECTOR

February 8, 2022

Roux 9, LLC
c/o Attorney James Bellanca III
(email: jbellanca@cebhlaw.com)

RID #2109-13972

Reference/Transaction: Transfer Membership Interest in the 2016 licensing year by dropping existing member Paul Carlson; and as a result, existing member Nicholas Welty will hold 100% membership interest; and Transfer Stock Interest by dropping existing member Nicholas Welty; and as a result, new member Nicholas McMarlin will hold 100% membership interest, in conjunction with 2021 Resort Class C and SDM (issued under MCL 436.1531(3), non-transferable) licensed corporation with Sunday Sales Permit (AM), Sunday Sales Permit (PM), Specific Purpose Permit (Food), Outdoor Service (2 areas) and Catering Permit located at 303 N. St. Joseph St., Suttons Bay, MI. 49682, Leelanau County.

Please let this letter serve as notice the Michigan Liquor Control Commission has authorized this application for a license.

Applicant/Licensee: Roux 9, LLC

Business address and phone number: 303 N. St. Joseph St., Suttons Bay, MI. 49682,
Leelanau County (B) 231-271-2999

Home address and phone number of partner(s)/subordinates: Nicholas McMarlin, 4395
Briarcliff Dr., Traverse City, MI. 49684 (B) 231-271-1175 (C) 619-3154-6319

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office:

Grand Rapid District Office (616) 447-2647

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

Since this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required. However, a copy of this notice is also being provided to **Local Governmental Unit** should they wish to submit an opinion on the application or advise of any local non-compliance issues.

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.


Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor.

Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011

jmm

cc: Suttons Bay Village Council

		VILLAGE OF SUTTONS BAY REPORT VSB -2022-10	
Prepared:	February 16, 2022	Pages:	1 of 1
Meeting:	February 22, 2022	Attachments:	<input checked="" type="checkbox"/>
Subject:	Wine Tasting Zoning Amendment		

PURPOSE

To discuss an amendment to various sections of the Zoning Ordinance to allow wine tasting in our commercial districts.

BACKGROUND

Over the past year, wineries have expressed interest in opening tasting rooms within the Village, however, as drafted, the Ordinance does not currently allow for the use and the reason we are discussing the amendment tonight. The intent of the business model is to allow wineries/distilleries etc. the ability to offer their product to patrons who frequent high volume locations. These tasting rooms will be permitted to offer samples with the intent of introducing their product and ultimately selling bottles of their product to these new customers.

From a planning and zoning perspective, the use has proven beneficial in other tourist-oriented communities and simply allows destination-oriented businesses to offer their product in an urban setting. Although this can be viewed as a more progressive use than the Village is accustomed to, it is important that we continue to be open to uses that are desired, such as tasting rooms, to ensure our downtown remains vibrant.

The Amendment before you will essentially create two additional uses and associated definitions, being On Premise and Off Premise tasting rooms. These tasting room uses will be considered “by right” uses within the CB-Central Business, NG -North Gateway, and SG- South Gateway zoning districts. Attached you will find the changes being made to allow the use as discussed in this report.

ACTION REQUESTED:

Should the Village Council agree with the Planning Commission’s recommendation to move forward with the amendment, a motion for consideration is as follows:

THAT the Village Council upon recommendation by the Planning Commission adopt the Amendment to the Village of Suttons Bay Zoning Ordinance to allow tasting rooms as described in Report VSB-2022-10 and being made a part of this motion.

STATE OF MICHIGAN
COUNTY OF LEELANAU

VILLAGE OF SUTTONS BAY
PUBLIC HEARING

AMENDMENT TO THE VILLAGE ZONING ORDINANCE

The Village of Suttons Bay Planning Commission will hold a public hearing to consider the following Zoning Ordinance Amendment(s) at their regular planning commission meeting scheduled for Wednesday, February 9, 2022 at 5:00 P.M.

Add the following to Section 20-12 (B), Definitions U-V, in alphabetical order and renumber accordingly.

Off Premise Tasting Room - A State of Michigan licensed facility affiliated with a wine maker or small wine maker license, distillery or small distillery license or similar use that serves samples for the purpose of selling the product manufactured at the facility at an offsite location.

On Premises Tasting Room - A State of Michigan licensed facility affiliated with a wine maker or small wine maker license, distillery or small distillery license or similar use that serves samples for the purpose of selling the product manufactured at the facility.

Add the following to Table 5-2 Schedule of Uses: Mixed Use Districts

Under Accommodation, Hospitality, Entertainment, in alphabetical order

Off Premise Tasting Room- Permitted Use "P" in CB, NG, SG

On Premises Tasting Room- Permitted Use "P" in CB, NG, SG

Information regarding the amendment may be examined by contacting the Office of Planning & Zoning at the Village of Suttons Bay, during regular business hours of 8:00 a.m. – 4:00 p.m., Monday through Thursday, and 8:00 a.m. – Noon on Friday, at 231-271-3051 or by email at suttonsbay@suttonsbayvillage.org. Comments may be made in writing, addressed to Planner, c/o Village of Suttons Bay, PO BOX 395, Suttons Bay, Michigan 49682.

Section 5-1 Intent and Purpose

- A. *Central Business (CB)*. The CB district protects the traditional, small town character of the downtown and enhances a pedestrian-oriented environment. The district accommodates a mix of retail stores, offices, entertainment, civic spaces, residential uses and related activities that are mutually supporting and serve the needs of the Village. The intent of this district is to encourage a lively social environment and economically viable downtown with a wide variety of uses in a pedestrian oriented and unified setting.
- B. *North Gateway (NG)*. The NG district accommodates a mix of residential and commercial uses while maintaining residential neighborhood design characteristics to the north of the CBD.
- C. *South Gateway (SG)*. The SG district accommodates a mix of residential and commercial uses while maintaining residential neighborhood design characteristics to the south of the CBD.
- D. *Bay View (BV)*. The BV district is a mixed use district intended to accommodate residential use at a variety of densities, civic use, office space and retail, in addition to mixed use buildings.

Section 5-2 Table of Uses

Buildings or land shall not be used and buildings shall not be erected, except for the following specified uses, unless otherwise provided for in this ordinance. Land and/or buildings in the districts indicated at the top of *Table 5-2* may be used for the purposes denoted by the following abbreviations:

- A. *Permitted Use (P)*. The use may be established by right on land and/or within buildings in the applicable zoning district, subject to all other applicable provisions of this ordinance.
- B. *Special Land Use (SLU)*. The use is subject to discretionary review by the Planning Commission.
- C. *Specific Conditions*. Indicates requirements or conditions that are applicable to specific uses.

Table 5-2 Schedule of Uses: Mixed Use Districts					
Use	CB	NG	SG	BV	Specific Conditions
ACCESSORY					
Accessory dwelling		P	P	P	Section 9-2
Accessory building	P	P	P	P	Section 2-3
Accessory sidewalk cafés and sales	SLU	SLU	SLU	SLU	Section 9-3
Home occupation		P	P	P	Section 9-6
Primary caregiver		P	P	P	Section 9-10
ACCOMMODATIONS, HOSPITALITY, ENTERTAINMENT					
Banquet hall	P	SLU	SLU	P	
Bed and breakfast	P	P	P		Section 9-4
Ecotourism	P			P	
Hotel/motel	P			P	
Marina	P			P	
Off Premise Tasting Room	P	P	P		
On Premises Tasting Room	P	P	P		
Restaurant	P	SLU	SLU	P	
Restaurant with micro-brewery, small distillery, or small winery	P	SLU	SLU	P	

Table 5-2 Schedule of Uses: Mixed Use Districts					
Use	CB	NG	SG	BV	Specific Conditions
Restaurant with accessory outdoor cooking, dining and entertainment	SLU	SLU	SLU	P	Section 9-3
Tavern	P				
Theater	P				
INDUSTRIAL, MANUFACTURING, ASSEMBLY					
Distillery, small	P	SLU	SLU		
Micro-brewery	P	SLU	SLU		
Winery, small	P	SLU	SLU		
INFRASTRUCTURE, TRANSPORTATION, COMMUNICATIONS					
Essential service	P	P	P	P	Section 2-7
INSTITUTIONAL/CIVIC					
Community oriented cultural facility	P	P	P		
Community public safety	P				
Meeting facility		P	P	P	
Parks, playgrounds, outdoor recreation areas	P			P	
Place of worship	P	P	P	P	
OFFICES AND SERVICES					
Animal services, animal clinic/hospital	P				
Child care center	P	SLU	SLU	P	
General offices and services	P	SLU	SLU	P	
RESIDENTIAL					
Day care (children), family day care home		P	P	P	
Day care (children), group day care home		SLU	SLU	SLU	
Dwellings, multi-family				P	Section 9-7
Dwellings, single-family detached		P	P	P	
Dwellings, two-family		P	P	P	
Dwellings, units on upper floors of buildings with non-residential uses at street level (single or multiple)	P	P	P	P	
Foster care home (adult), adult foster care family home		P	P	P	
Foster family home (children), foster family home		P	P	P	
Home, convalescent or nursing				P	
Housing, independent and assisted living				P	
RETAIL					
General retail (indoor), less than 5,000 SF	P	SLU	SLU	P	
General retail (indoor), 5,000 SF or greater				P	
OTHER					
Similar uses	SLU/ P	SLU/ P	SLU/ P	SLU/ P	Section 3-5

preservation, conservation, and sustainability. This use shall include at least two of the following characteristics:

- a. Located near or within a wilderness setting, park, or protected area;
 - b. Interpretive educational program with or without guides;
 - c. Outdoor activities; or
 - d. Cultural experiences.
4. **HOTEL/MOTEL** means a building under single management that provides rooms or suites intended primarily as sleeping accommodations for public rental on a daily basis for registered guests. A hotel (as distinct from a motel) contains a central interior lobby and provides daily room cleaning and linen changes. Other supportive facilities may also be included such as, but not limited to, meeting rooms, incidental retail sales, restaurants, lounges, swimming pools, recreational and fitness facilities and similar facilities/services intended principally to serve registered guests.
5. **OFF PREMISE TASTING ROOM** means a State of Michigan licensed facility affiliated with a wine maker or small wine maker license, distillery or small distillery license or similar use that serves samples for the purpose of selling the product manufactured at the facility at an offsite location.
6. **ON PREMISE TASTING ROOM** means a State of Michigan licensed facility affiliated with a wine maker or small wine maker license, distillery or small distillery license or similar use that serves samples for the purpose of selling the product manufactured at the facility.
7. **RECREATION FACILITY: COMMERCIAL INDOOR** means an establishment providing indoor amusement and entertainment services, often for a fee or admission charge, including, but not limited to: bowling alleys, coin-operated amusement arcades, movie theaters, electronic game arcades (video games, pinball, etc.), indoor ice skating and roller skating rinks, pool and billiard rooms as primary uses. Does not include adult-oriented businesses. May include bars and restaurants as accessory uses. Any establishment with four or more electronic games or amusement devices (e.g., pool or billiard tables, pinball machines, etc.) or a premise where 50 percent or more of the floor area is occupied by electronic games or amusement devices is considered an indoor recreation facility; three or fewer machines or devices are not considered a use separate from the primary use of the site.
8. **RECREATION FACILITY: COMMERCIAL OUTDOOR** means a facility for outdoor recreational activities where a fee is often charged for use. Examples include, but are not limited to, amusement and theme parks; go-cart tracks; golf driving ranges; miniature golf courses; marinas; watercraft rentals; and water parks. May also include commercial facilities customarily associated with the above outdoor commercial recreational uses, including bars and restaurants, video game arcades, etc. Marinas may include marine-related retail (bait and tackle, boat supplies), fuel sales, minor boat repair, and boat storage. This use does not include golf courses or campgrounds.
9. **RESTAURANT** means a business establishment whose method of operation involves either the delivery of prepared food by servers to customers seated at indoor or outdoor areas, or prepared food is acquired by customers at a counter or cafeteria line and consumed at tables within a completely enclosed building, but does not include drive-through services, which are separately defined and regulated.
- a. **RESTAURANT WITH MICRO-BREWERY** means a restaurant, as defined in this ordinance, that includes a facility that brews ales, beers, meads, and/or

VILLAGE OF SUTTONS BAY
ORDINANCE NO. Z-2022-01 (AMENDMENT 6 OF ORDINANCE 2 OF 2018)

**AN ORDINANCE TO AMEND SECTION 5-2 SCHEDULE OF USES AND TO AMEND
SECTION 20-12 DEFINITIONS**

NOTICE OF ADOPTION

At a regular meeting of the Village Council for the Village of Suttons Bay, Leelanau County, Michigan, held at 420 N. Front Street, on February 22, 2022, beginning at 5:30 p.m., the following Ordinance was offered for adoption by Council Member ___ and was seconded by Council Member ____:

THE VILLAGE OF SUTTONS BAY ORDAINS:

Section 1. To amend the Zoning Ordinance as follows:

A Public Hearing was held at the Planning Commission on February 9, 2022 to amend the following Section(s) of the Village Zoning Ordinance:

Add the following to Table 5-2 Schedule of Uses: Mixed Use Districts:

Under Accommodation, Hospitality, Entertainment, in alphabetical order
Off Premise Tasting Room- Permitted Use "P" in CB, NG, SG
On Premises Tasting Room- Permitted Use "P" in CB, NG, SG

Add the following to Section 20-12 (B), Definitions U-V, in alphabetical order and renumber accordingly.

Off Premise Tasting Room - A State of Michigan licensed facility affiliated with a wine maker or small wine maker license, distillery or small distillery license or similar use that serves samples for the purpose of selling the product manufactured at the facility at an offsite location.

On Premises Tasting Room - A State of Michigan licensed facility affiliated with a wine maker or small wine maker license, distillery or small distillery license or similar use that serves samples for the purpose of selling the product manufactured at the facility.

Section 2. Effective Date. This Ordinance shall become effective upon the expiration of seven (7) days after publication in the manner and as provided by law. A copy of the Zoning Ordinance is available at the Village Hall or on the Village website at www.suttonsbayvillage.org.

The vote regarding the adoption of this Ordinance was as follows:

YEAS:

NAYS:

ABSENT/ABSTAIN: 0

Ordinance No. Z-2022-01 declared adopted.

**VILLAGE OF SUTTONS BAY
ELECTRIC FRANCHISE ORDINANCE**

Ordinance No. __ of 2022

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO USE
LOCAL PUBLIC WAYS AND TRANSACT LOCAL ELECTRIC BUSINESS
IN THE VILLAGE.

THE VILLAGE OF SUTTONS BAY ORDAINS:

Section 1. Grant of Non-Exclusive Right.

- A. Term. The Village of Suttons Bay (“Grantor” or “Village”) grants to Cherryland Electric Cooperative (“Grantee”), and its successors and assigns subject to the terms and conditions set forth below, the non-exclusive right, power and authority to install, maintain and operate overhead and underground electric lines, poles and services (hereinafter “Electric System”) on, along, across and under the highways, streets, alleys, bridges and other public places, and to operate a local electric public utility business in the Village (hereinafter “Public Ways”) and Grantee may produce, transmit, sell and distribute electricity into and through the Village and may conduct all other matters incidental thereto. Grantee is also given the authority to operate a local electric business within the boundaries of the Village for a period of fifteen (15) years unless and until revoked or terminated by one of the parties pursuant to Section 8 hereunder.
- B. Expansion of System. After first obtaining approval from Grantor of the route and placement of the Electric System components, which approval shall not be unreasonably withheld, Grantee may expand its use of the Public Ways by constructing and maintaining its own towers, masts, poles, cross-arms, guys, braces, feeders, transmission and distribution wires, transformers and other electric appliances. Any expansion of the Electric System by the Grantee as approved by the Grantor shall be subject to all terms and conditions of this Ordinance.
- C. Location in Public Ways. To the maximum extent possible, Grantee shall use existing utility facilities in the Public Ways.
- D. Lease. Grantee shall not lease or sublease any portion of its Electric System within the Village to a person who by law is required to obtain the Grantor’s permission or consent to transaction of business in the Village and to whom such permission or consent has not yet been granted.

Section 2. Consideration; Costs; Right-of-Way Fees.

- A. In consideration of the rights, power and authority granted by the Grantor, Grantee shall faithfully perform all duties required by the terms of this Ordinance.

- B. In further consideration of the rights, power and authority granted by the Grantor, Grantee agrees to compensate the Grantor: (1) for the amount of its actual expenses incurred by the Grantor in the drafting and preparation of this Ordinance, including reasonable actual attorney fees, and (2) for the amount of its actual expenses resulting from the process of adopting this ordinance. This franchise shall not become effective until all costs have been paid to Grantor.
- C. Grantee agrees to abide by all valid and applicable laws and ordinances enacted by Grantor. The Grantor shall notify Grantee within sixty (60) days of the formal adoption of any ordinance relating to the Grantee's franchise or use and occupancy of the Public Ways. Any new franchise granted by the Grantor to Grantee shall be subject to the provisions of such future ordinances.

Section 3. Use of Public Rights-of-Way by Grantee.

- A. No Burden on Public Ways. Grantee and its contractors, subcontractors and the Grantee's Electric System shall not unduly burden or interfere with the present or future use of any of the Public Ways within the Village. Grantee shall erect and maintain its Electric System so as to cause minimum interference with the use of the Public Ways and with the rights or reasonable convenience of property owners. No Public Way shall be obstructed longer than necessary during the work of construction or repair to the Electric System. Grantee's cable, wires, structures and equipment shall be suspended or buried so as to not endanger or injure persons or property in the Public Ways. If the Grantor in its reasonable judgment determines that any portion of the Electric System constitutes an undue burden or interference, Grantee at its expense shall modify its Electric System or take such other actions as the Grantor may determine is in the public interest to remove or alleviate the burden, and the Grantee shall do so within the time period established by the Grantor.
- B. Restoration of Public Ways. Grantee and its contractors and subcontractors shall immediately restore, at Grantee's sole cost and expense and in a manner approved by the Grantor, any portion of the Public Ways that is in any way disturbed, damaged, or injured by the construction, operation, maintenance or removal of the Electric System to as good or better condition than that which existed prior to the disturbance. In the event that Grantee, its contractor or subcontractors fail to make such repair within the time specified by the Grantor, the Grantor shall be entitled to complete the repair and Grantee shall pay the costs of the Grantor for such repair.
- C. Easements. Any easements over or under private property necessary for the construction or operation of the Electric System shall be arranged and paid for by Grantee. Any use or intrusion on private property without an easement or other instrument evidencing permission of the property owner shall constitute a trespass by Grantee and a violation of this Ordinance. Any easements over or under property owned by the Grantor other than the Public Ways shall be separately negotiated with the Grantor.
- D. Tree Trimming. Grantee may trim trees upon and overhanging the Public Ways so as to prevent the branches of such trees from coming into contact with the Electric

System. Grantee shall adhere to tree trimming standards set by the Rural Utilities Service. Grantee shall use its best efforts to notify Grantor prior to trimming trees in the Public Ways.

- E. Marking. Grantee shall mark its Electric System pursuant to the guidelines established by the Rural Utilities Service.
- F. Compliance with Laws. Grantee shall comply with all laws, statutes, ordinances, rules and regulations regarding the installation, construction, ownership or use of its Electric System whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Grantee shall secure all necessary permits, licenses and approvals from all appropriate departments, agencies, boards or commissions of the Grantor or other governmental entity as may be required by law, including, without limitation, all utility lines and highway permits. Grantee shall comply in all respects with applicable codes and industry standards. Grantee shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be enacted or amended.
- G. Street Vacation. If the Grantor vacates or consents to the vacation of a street or alley within its jurisdiction, and such vacation necessitates the removal and relocation of Grantee's facilities in the vacated Public Way, Grantee agrees, as a condition of this Ordinance, to consent to the vacation and to move its facilities at its sole cost and expense when asked to do so by the Grantor or a court of competent jurisdiction. Grantee shall relocate its facilities to such alternative route as the Grantor, acting reasonably and in good faith, shall designate.
- H. Relocation. If the Grantor requests Grantee to relocate, protect, support, disconnect, or remove its facilities because of street or utility work, Grantee shall relocate, protect, support, disconnect, or remove its facilities in the Public Ways, at its sole expense, to such alternate route as Grantor, acting reasonably and in good faith, shall designate.
- I. Miss Dig. If eligible to join, Grantee shall subscribe to and be a member of "MISS DIG", the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL 460.701. *et seq.*, and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- J. Use of Existing Facilities. Grantee shall utilize existing poles, conduits, and other facilities within the Public Ways wherever practicable, and shall not construct or install any new, different, or additional poles, or other facilities unless expressly authorized by the Village or the Michigan Department of Transportation, whichever has jurisdiction. In the event Grantee desires to utilize the existing poles, conduits or other facilities owned by the Grantor, Grantee shall be obligated to pay the existing standard charge for attachment to, placement in, or other use of those facilities.
- K. Underground Relocation. If Grantee has its facilities on another company's above ground utility poles and the owner of said poles relocates its facilities to an

underground conduit, Grantee shall relocate its facilities underground in the same location.

- L. Pole/Conduit License Agreement Notification. If Grantee forfeits or otherwise loses its rights under a pole/conduit license agreement with any entity, then Grantee shall notify the Village Council within a reasonable time period.
- M. Employee Identification. All personnel of Grantee or its contractors or subcontractors who have as part of their normal duties contact with the general public shall carry adequate personal identification bearing their name and photograph. Every service vehicle of Grantee, its contractors or subcontractors shall be clearly identified as such to the public, where possible.
- N. Construction Coordination. If Cherryland Electric Cooperative plans a significant construction program involving substantial excavation or the relocation of its facilities to an underground conduit, Cherryland Electric Cooperative shall coordinate its program of construction within the public ways with (a) the Village and the County Road Commission's program for street construction, rebuilding, resurfacing and repair to prevent unnecessary disturbance shortly after a rebuilding, resurfacing, or repair project and (b) existing facilities within the public right-of-way.
- O. Removal of Facilities. Within twelve (12) months after the use of any franchise equipment or facility has been permanently discontinued or after the franchise expires or is otherwise terminated, Cherryland Electric Cooperative shall remove such property from any public place in the Village and restore such public place so as to conform in all respects with the current condition of such public place at the date of such restoration; provided such property shall not be removed if the Village Manager shall determine that such removal shall cause unreasonable damage to such place, and the Village Manager thereupon requests that any such property shall remain in place then such property shall not be removed and title thereto shall become vested in the Village.
- P. Raising Facilities. Cherryland Electric Cooperative shall make due provisions upon 48 hours of notice in writing by raising its wires, or otherwise, for the passage of any barn, building, or any structure on or over any street or highway occupied by the facilities of said Cherryland Electric Cooperative.

Section 4. No Grantor Liability; Indemnification.

- A. Grantor Not Liable. The Grantor, its officers, employees, departments, boards and commissions shall not be liable to Grantee or Grantee's customers for any interference with or disruption in the operation of Grantee's Electric System, or the provision of service over or through the Electric System, or for any damages arising out of Grantee's use of the Public Ways.
- B. Indemnification. As part of the consideration for of this Ordinance, Grantee shall defend, indemnify, protect and hold harmless Grantor, its council members, officers, employees, departments, boards and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and

reasonable expenses of any nature (including, without limitation, actual fees and expenses of attorneys, expert witnesses and consultants), arising out of or resulting from the acts or omissions of Grantee, its officers, agents, employees, contractors, successors, or assigns, but only to the extent of the fault of the Grantee, its officers, agents, employees, contractors, successors, or assigns.

- C. Assumption of Risk. Grantee undertakes and assumes for its officers, agents, contractors and subcontractors and employees, all risk of dangerous conditions, if any, on or about any Grantor-owned or controlled property, including Public Ways, and Grantee hereby agrees to indemnify and hold harmless the Grantor against and from any claim asserted or liability imposed upon the Grantor for personal injury or property damage to any person arising out of the installation, operation, maintenance or condition of the Electric System or Grantee's failure to comply with any federal, state or local statute, ordinance or regulation.
- D. Notice, Cooperation and Expenses. The Grantor shall promptly notify Grantee of the making of any claim or the commence of any actions suit or other proceeding covered by the provisions of this Section. Nothing herein shall be deemed to prevent the Grantor from cooperating with Grantee and participating in the defense of any litigation by Grantor's own counsel. Grantee shall pay all expenses incurred by Grantor in defending itself with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by or on behalf of the Grantor's attorney, and the actual expenses of Grantor's agents, employees or expert witnesses, and disbursements and liability assumed by Grantor in connection with such suits, actions or proceedings.
- E. Due Care. Cherryland Electric, its successors and assigns shall use due care in exercising the privileges herein contained and shall be liable to the Village and to every owner of property abutting Cherryland Electric Cooperative's facilities, for all damages and costs arising from the negligence of Cherryland Electric Cooperative or its officers, agents, and servants. Cherryland Electric Cooperative shall restore, at Cherryland Electric Cooperative's sole cost and expense and in a manner approved by the Village any portion of the public rights-of-way that is in any way disturbed, damaged, or injured by the construction, operation, maintenance or removal of Cherryland Electric Cooperative's facilities to as good or better condition than that which existed prior to the disturbance. In the event Cherryland Electric Cooperative fails to make such repair within a reasonable time, the Village may complete the repair and Cherryland Electric Cooperative shall be the responsible for the costs incurred by the Village for the repair.

Section 5. Insurance.

Grantee shall obtain and maintain in full force and effect insurance covering all insurable risks associated with its exercise of the rights granted by this Ordinance, including Comprehensive and General Liability Insurance. Grantee shall provide thirty (30) days written notice to the Village prior to substantively amending any insurance policy such as to affect this Ordinance. If so requested by the Village, Grantee shall provide the Village with a

certificate of insurance evidencing such coverage and maintain a current certificate on file with the Village.

The Grantor shall be named as an additional insured in all applicable insurance policies. Grantee agrees to indemnify and hold harmless the Grantor from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Ordinance.

Section 6. Franchise Not Exclusive.

The rights, power and authority granted herein are not exclusive.

Section 7. Rates.

Grantee shall be entitled to charge the inhabitants of the Grantor for electricity furnished at the rates approved by the applicable regulatory authority which has authority and jurisdiction to fix and regulate electric rates and promulgate rules regulating such service in the Village.

Section 8. Revocation.

The franchise granted by this Ordinance is subject to revocation or termination at the will of either party upon sixty (60) days' written notice to the other party.

Section 9. Jurisdiction.

Grantee shall be and remain subject to all Ordinances, rules and regulations of the Grantor now in effect or which might subsequently be adopted for the regulation of land uses or for the protection of the health, safety and general welfare of the public; provided, however, that nothing herein shall be construed as a waiver by Grantee of any of its existing or future rights under Michigan or federal law or a limitation upon the existing or future powers of the Grantor pursuant to its charter or Michigan or federal laws.

Section 10. Enforcement.

Subject to applicable federal, state law, and the Village ordinances, in the event the Village determines that Cherryland Electric Cooperative is not in compliance with any provision of this Ordinance, the Village may do one or more of the following: (1) Seek an injunction to require specific performance of any provision of this Ordinance, which reasonably lends itself to such a remedy; (2) commence an action at law for monetary damages; (3) commence an action with the Michigan Public Service Commission; or (4) immediately revoke this Franchise.

Section 10. Effective Date.

This Ordinance shall take effect sixty (60) days after adoption by the Village Council and shall continue in effect as provided in Section 1.A. above, subject to the revocation provision of Section 8 above; provided, however, it shall cease and be of no effect unless and until within fifteen (15) days after adoption, the Grantee shall file its written acceptance of the same with the clerk, and pay to the Grantor the sum required by Section 2(B) hereof.

VILLAGE OF SUTTONS BAY

BY: _____

ITS: PRESIDENT

BY: _____

ITS: CLERK

Date of Council Approval: _____

Date of Publication: _____

Effective Date: _____

ORDINANCE CERTIFICATION

At a regular meeting of the Suttons Bay Village Council, Leelanau County, held in the Suttons Bay Village Hall, located at 420 Front Street, Suttons Bay MI 49682 on February ____, 2022, at ____ p.m..

PRESENT:

ABSENT:

It was moved by _____ and supported by _____ that the following Ordinance be adopted.

(See attached Village Ordinance)

Yes:

No:

ORDINANCE DECLARED ADOPTED


Village of Suttons Bay

By: _____
President

I, the undersigned, the Clerk of the Village of Suttons Bay, Leelanau County, Michigan do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Suttons Bay Village Council of said county at its regular meeting held on February __, 2022, relative to the adoption of the ordinance therein set forth; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976 and that the minutes of said meeting were kept and will be made available as required by said Act; this ordinance was published in the _____, 2022, edition of the Leelanau Enterprise.

Dated: _____

Village Clerk

		VILLAGE OF SUTTONS BAY REPORT VSB -2022-11	
Prepared:	February 16, 2022	Pages:	1 of 1
Meeting:	February 22, 2022	Attachments:	<input checked="" type="checkbox"/>
Subject:	Loader Purchase		

OVERVIEW

Our intent has been to purchase a snow plow in 2022 and the loader in 2023 and therefore we fiscally prepared ourselves to meet that goal. From a financial perspective, we are in the position to purchase the loader without financial concern. We are also more prepared to move forward with the purchase of a loader than a plow truck purchase, simply due to the difference in the process and preparation.

We have been working with AIS of Williamsburg over the past two years to determine our need, financial commitment and best fit for the Village. AIS delivered a John Deere loader in 2021, so we could demo the product and extend our research. The prices on loaders have increased since then and will once again increase on March 1st, therefore, we would recommend placing our order prior to the price increase.

We are comfortable with our request to move forward with purchasing the loader 1-year early and postponing the snow plow purchase. The cost of the new John Deere loader with an 84-month warranty will cost the Village just under \$213,000. AIS will provide the Village with an appraisal and trade in value on our current loader, prior to payment and delivery. Our current loader was purchased in 2001 for \$105,908 and paid off in 2006, following over 20 years of use, we anticipate the trade in value to be in the \$30,000 range. Once ordered, the new loader will be delivered (cost included) in approximately 8 months. The opportunity to save money presented itself at a time our loader has seen an increase in repairs. Should the Village Council agree with the recommendation of this report a motion for consideration is provided.

REQUESTED MOTION

THAT the Village Council authorize the Manager to enter into a contract with AIS for the purchase of a new John Deere loader as described in the attached documents.

Required when ordering code 5840 No Fork Frame

8220	Rear Hitch and Counterweight	1	No Added Cost
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Total **\$268,233.00**

MIDEAL DISCOUNT \$89,858

MIDEAL BASE \$178,375

PDI and shop \$1,784

Delivery \$350

IT 28 COUPLER Compatible with DPW attachments \$8,880

Freight and INSTALL \$2,500

MIDEAL WITH COUPLER/ BEFORE ATTACHMENTS \$191,889

MP Bucket 4in1, coupler compatible, with BOCE, AUX kit included \$17,150


PTH extneded warranty 84m/4000h & No cost of Travel for 12m \$3,892

TOTAL ALL including labor, supplies, freight \$212,931

OPTIONS (NOT INCLUDED IN ABOVE)

GP Bucket 2.75 cu yd with BOCE \$7,600

Existing bucket rework / coupler adjustmen per attachment \$730

		VILLAGE OF SUTTONS BAY	
		REPORT VSB -2022-12	
Prepared:	February 16, 2022	Pages:	1 of 1
Meeting:	February 22, 2022	Attachments:	<input checked="" type="checkbox"/>
Subject:	Water Sewer Ordinance Review		

PURPOSE

To approve the contract with a local engineering firm to review our water /sewer ordinances.

OVERVIEW

As we continue to work through the review of our Village ordinances, we will bring those forward that we feel need to reviewed and/or updated. The Village has an expectation that all utility installations will be designed and installed using best management practices. In order to achieve that sentiment in an efficient manner, we have an obligation to ensure that the Ordinances clearly guide engineers in their design.

REQUESTED MOTION

THAT the Village Council direct the manager to enter into a contract to have the water and sewer ordinances reviewed.



Engineering
Surveying
Testing &
Operations

123 West Front Street
Traverse City, Michigan 49684
231.946.5874 
231.946.3703 

January 18, 2022

Mr. Rob Larrea, Village Manager
Village of Suttons Bay
402 North Front Street
P.O. Box 395
Suttons Bay, MI 49682

Re: Sewer and Water Ordinance Review & Update

Dear Rob,

Thank you for the opportunity to submit this proposal to assist with updating select ordinances for the Village of Suttons Bay. This proposal letter presents our scope of services, fee, time schedule, and "Standard Terms and Conditions." Should you have any questions regarding the information contained herein please do not hesitate to contact me.

Project Description:

The Village desires to have a technical review and possible updates incorporated into their existing sewer and water ordinances that were adopted in 2017. The review and updates would be intended to provide additional language to:

- 1) Improve procedures for providing service to the citizens of the community.
- 2) Address any discrepancies that may exist between the current zoning ordinance and other policies and procedures.
- 3) Incorporate current Village and Industry standards and practices related to design and construction of water and sewer infrastructure.

The objective would be to establish a committee of Village Staff and Village Department of Public Works to work with Gourdie-Fraser (GFA) to gather information and develop language to address these issues.



Scope of Services

Gourdie-Fraser's services for this project will include the following for the preparation of the draft water and sewer ordinance documents:

1. Review of existing documents to evaluate and denote discrepancies and clarifications to make documents more user friendly.
2. Attend a work session with a Village Committee including Village Zoning Official, Manager, and DPW to develop goals and objectives and to identify the concerns.
3. Develop a draft Water and Sewer Ordinance with updates and receive input from the Ordinance Committee, Village Council, the Village Attorney and the public, as applicable.
4. Prepare a final ordinance revision for both water and sewer along with memo outlining changes proposed.
5. Prepare it for publishing by the Village in accordance with applicable requirements for ordinance changes.

Clarifications and Assumptions

The proposed Scope of Services and fee are based on the following Clarifications and Assumptions:

1. An initial work session/meeting and one (1) Village Council Meeting attendance are anticipated and included in the fee. If more sessions are required, the project fee can be adjusted according to the Additional Services Section below or by negotiated agreement.
2. The cost for notifications and publishing of the ordinance in a local paper of general circulation or by other means will be the responsibility of the Village.

Responsibilities of Client/Owner

The Village of Suttons Bay will provide existing records required for the completion of the project to Gourdie-Fraser.

Additional Services

Any work or additional meetings desired by the Village in addition to the work scope described above, can be completed by GFA on an hourly time and material basis in accordance with the attached 2022 Rate Schedule (Exhibit 2) or as a revision to this proposal.



Time Schedule

GFA can commence work immediately upon notification of acceptance of this proposal. A minimum of four weeks between the first work session and the submittal of the draft changes are anticipated.

Fee

GFA will perform the services described above, for a lump sum fee not to exceed \$2,950, including reimbursables. This proposal will remain valid for a period of 60 calendar days from the date of submission.

Contract Terms and Conditions

Exhibit 1 (attached), "Standard Terms and Conditions," dated September 2017 is incorporated into this proposal by reference.

Acceptance

If this proposal is acceptable to you, please sign where indicated on the following page, initial page 2 of Exhibit 1 "Standard Terms and Conditions" and return a copy, of both, to my attention. Receipt of this signed proposal will serve as our authorization to proceed. Thank you for giving us the opportunity to be of service. We look forward to working with you in the very near future on this project.

Gourdie-Fraser, Inc.
CONSULTANT

Village of Suttons Bay
CLIENT/OWNER

_____	(Signature)	_____
Jennifer Hodges, P.E.	(Name)	Rob Larrea
_____	(Title)	_____
Director of Engineering	(Title)	Village Manager
_____	(Date)	_____
January 18, 2022	(Date)	

Two audio-related issues have been identified in the village council chambers. The first is a problem with the ability of remote audience members to hear participants in the village council chamber room during Zoom conference calls. Audience members include both village residents and the village manager and staff. No issues are currently identified with hearing council members speak.

The second is in the actual acoustics of the room that cause “echoing” of voices, making it sometimes hard to understand speakers, especially with face masks on; this has caused issues with the village clerk being able to easily create meeting minutes. This echoing is caused by sound bouncing off hard surfaces. There are many causes for poor room acoustics, but the main cause is the hard surfaces in the council chambers that include the ceiling, walls, and windows. The floor is carpeted and thus a non-issue. We have met with acoustic experts from Macaire, Inc., and Mr Eric Grey, an acoustical engineer at Interlochen Arts Academy, and have received several opinions/options on possible solutions.

Possible solutions to the above are outlined below:

1. Zoom meetings.
 - a. Organize the room so that the council members are in a “U” shape so that the main zoom/telephone speaker is in the middle. Use the extended microphones (there are 2) for audience participation. Audio check tests will need to be made to ensure proper setup. Have audience members who need to talk stand, take off their masks and speak clearly near the extended microphones. The village clerk will attend via Zoom to document meeting notes more easily.
 - b. Organize the room so that the council members are in a U shape. Arrange all speakers at the council table to ensure all can hear council members. Invest in two wireless microphones with a speaker so audience members who need to talk can stand and speak clearly in front of the microphones. The village clerk will attend via zoom to document meeting notes more easily. Cost is approximately \$200-\$400.
2. Room “echoing” Solutions
 - a. Purchase acoustic panels for the approximate cost of \$1700- \$2500. Panels would be placed on the ceiling and on the walls. Acoustic panels absorb sound and prevent it from bouncing around the room. An acoustic panel quote is attached to this communication.
 - b. Add window coverings—this would include either drapes or shades. Translucent shades would help with acoustic reflection of the windows, as we saw with a visit to Interlochen Arts Academy. Drapes could also help with acoustics but would most likely be heavy and light-blocking. We would need to research costs.
 - c. Add plants or furnishings around the periphery of the room.
 - d. Do nothing. Monitor the situation and determine if Zoom solutions will be good enough to hold effective, functional meetings.

Recommendation:

1. Solve the Zoom issue first. We recommend starting with 1a and 2d above and tweak the room setup as needed.
2. If the room acoustics continue to cause problems outside of the Zoom issues, we recommend adding 150 square feet of acoustic paneling on ceiling/walls and evaluate from there. The audio engineers we talked to indicated 150 square feet of acoustic panel coverage should meet our needs



400 Ann NW; Suite 205 * Grand Rapids MI 49504
(616) 364-5470 * FAX (616) 364-5478

TO: Suttons Bay Village Council
Attn: Colleen Christensen

DATE: 2/7/2022

FROM: Vern Shumaker

PAGES: 1

RE Acoustical Panels

We are pleased to provide you with a quotation for the following:

Kinetics Noise Control

- (4) 48" x 96" x 1" Hardside panels, 1" total thickness, 6-7 PCF density fiberglass core, Square and chemically hardened edges, Wrapped in Guilford FR-701-2100 fabric Color TBD, RotoFast cloud clips (shipped loose)

Total net price \$1,631.00

- (4) 36" x 48" x 2" Hardside panels, 2" total thickness, 6-7 PCF density fiberglass core, Square and chemically hardened edges, Wrapped in Guilford FR-701-2100 fabric Color TBD, HS impaling clips for mounting.

Total net price is ordered with above panels \$820.00

Additional freight will be needed if ordered separately.

Due to Market volatility, freight delays, and rapid price increases from raw material manufactures, Bid is valid for 30 days with shipment before June 30, 2022

Please call with any questions. Sincerely

A handwritten signature in black ink that reads "Vern Shumaker".

Vern Shumaker
Macaire, Inc.

Michigan sales tax NOT included in quoted price.

Quotation subject to possible amendment after 30 days, **shipment prior to June 30, 2022**

Material shipped FOB factory, **freight prepaid and allowed.**

Terms are NET 30 DAYS upon receipt of satisfactory credit information, No retainage