



CITY COUNCIL WORKSHOP AGENDA

March 19, 2025, 4:00 p.m.

This is an in-person meeting at Saugatuck City Hall, 102 Butler St, Saugatuck, MI 49453.

The meeting will also be available live, virtually on Zoom.

1. Call to Order

2. Roll Call

3. Agenda Changes (Additions/Deletions)

4. Public Comment on Agenda Items Only (Limit 3 minutes)

5. Discussion Items:

- A.** Ordinance No. 250324-A: Michigan Gas Utilities Corporation Franchise Agreement. **Pg. 2**
- B.** 2025 Pavement Markings Agreement with Advanced Pavement Marking in the amount of \$81,085.35. **Pg. 13**
- C.** Resolution No. 250324-A: A Resolution of Authorizing Submission of a Recreation Passport Grant Application. **Pg. 16**
- D.** Ordinance No. 250324-B: Short-Term Rental Licensing Ordinance Amendment. **Pg. 21**
- E.** Further Review of Slow No Wake Zone Request. **Pg. 29**
- F.** Resolution No. 250324-B: A Resolution Providing City Council's Public Comment to the United States Army Corps of Engineers on Northshore of Saugatuck, LLC's Permit to Build a Boat Launch. **Pg. 37**
- G.** Culver Street Parking Lot Operation Agreement. **Pg. 60**
- H.** Spear Street Launch Ramp Management Agreement. **Pg. 65**
- I.** 2025 Boat Slip Management Agreement. **Pg. 71**

6. Public Comments (Limit 3 minutes)

7. Correspondence

- A.** Ping Wei

8. Council Comments

9. Adjourn

NOTICE:

Join online by visiting:

<https://us02web.zoom.us/j/2698572603>

Join by phone by dialing:

**(312) 626-6799 -or-
(646) 518-9805**

Then enter "Meeting ID":

2698572603

Please send questions or comments regarding meeting agenda items prior to meeting to:

rcummins@saugatuckcity.com

Requests for accommodations or interpretive services must be made 48 hours prior to this meeting.

Please contact Saugatuck City Clerk at 269-857-2603 or

rcumming@saugatuckcity.com for further information.



City Council Agenda Item Report

FROM: Ryan Cummins, City Manager

MEETING DATE: March 19, 2025

SUBJECT: Ordinance No. 250324-A: Michigan Gas Utilities Corporation Franchise Agreement

DESCRIPTION:

On September 26, 1994, City Council granted Michigan Gas Utilities (MGU) a 30-year franchise to use the highways, streets, alleys and other public places of the City.

That franchise is now expired and MGU has submitted the attached petition for a new 30-year franchise. MGU also proposed a new franchise agreement ordinance. Section 12.1(c) of the City Charter allows franchise to be granted for up to 30-years. Staff and legal reviewed and the following redline changes have been proposed:

- Clarifying that the franchise is non-exclusive.
- Expressly stating that Michigan Gas must obtain a permit before conducting any work in public places.
 - Please note this is already required and current practice.
- Providing that if the City opts to change the grade of any street and that requires relocation of Michigan Gas' facilities, such relocation shall be at Michigan Gas' expense.
- Cleaning up the indemnification language.
- Adding an "entire agreement" clause clarifying that this ordinance/agreement constitutes the entire understanding between the parties.
- Cleaning up publication and recording sections and simply stating that the ordinance shall be published and recorded as required by law.

BUDGET ACTION:

N/A.

LEGAL REVIEW:

Legal reviewed and will be at your meeting to answer questions.

SAMPLE MOTION:

Motion to approve Ordinance No. 250324-A, Michigan Gas Utilities Corporation Franchise Agreement.

**PETITION OF MICHIGAN GAS UTILITIES
TO THE CITY COUNCIL OF THE CITY
OF SAUGATUCK, COUNTY OF ALLEGAN,
STATE OF MICHIGAN FOR A FRANCHISE**

Now comes Michigan Gas Utilities Corporation. a Delaware corporation doing business in the State of Michigan under the assumed name Michigan Gas Utilities, (hereinafter referred to as "Grantee"), and petitions the City Council of the City of Saugatuck, County of Allegan, State of Michigan, to grant a franchise to Grantee, its successors and assigns, giving it the right, power, authority and permission to use the highways, streets, alleys and other public places of the City of Saugatuck, County of Allegan, State of Michigan, for the purpose of laying and maintaining gas pipes, mains, conduits, valves, drips and all necessary appurtenances in, under and along the highways, streets, alleys and other public places, of said City, and the right, power and permission to conduct and operate a general gas business and distribution system in said City of Saugatuck, County of Allegan, State of Michigan, for a period of thirty (30) years.

MICHIGAN GAS UTILITIES
CORPORATION

By: Renee Burzynski
Renee Burzynski
Area Manager

Date: November 25, 2024

CITY OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN

ORDINANCE NO. ____

MICHIGAN GAS UTILITIES CORPORATION FRANCHISE AGREEMENT

Deleted: **FRANCHISE**

At a meeting of the City Council of the City of Saugatuck, Allegan County, Michigan, held at the City of Saugatuck Hall on _____, 202__ at _____ p.m., City Council Member _____ moved to adopt the following ordinance, which motion was seconded by City Council Member _____.

An Ordinance granting to Michigan Gas Utilities Corporation, a Delaware Corporation, its successors and assigns, the right, power, authority and permission to use the highways, streets, alleys, and other public places of the City of Saugatuck, County of Allegan, State of Michigan, for the purpose of laying and maintaining gas pipes, mains, conduits, valves, drips, and all necessary appurtenances in, under and along the highways, streets, alleys, and other public places, of said City, and the right, power, and permission to conduct and operate a general gas business and distribution system in said City of Saugatuck, County of Allegan, State of Michigan, for a period of thirty (30) years.

THE CITY OF SAUGATUCK, ALLEGAN COUNTY, ORDAINS:

Deleted: THE CITY COUNCIL OF THE CITY OF SAUGATUCK, COUNTY OF ALLEGAN, STATE OF MICHIGAN HEREBY ORDAINS...

SECTION 1. GRANTING OF NON-EXCLUSIVE FRANCHISE TO USE HIGHWAYS, STREETS, ALLEYS AND PUBLIC PLACES. The City of Saugatuck, County of Allegan, State of Michigan, (hereinafter called "Grantor" or "City"), hereby grants to Michigan Gas Utilities Corporation, a Delaware corporation (hereinafter called "Grantee"), its successors and assigns, a non-exclusive franchise to use the highways, streets, alleys and other public places of the City of Saugatuck, County of Allegan, State of Michigan, for the purpose of constructing, maintaining and operating a gas distribution system in said City with full right, power and authority to establish, construct, maintain, extend and operate a plant, stations, mains, pipes, conduits, valves, drips and all other appurtenances, apparatus and appliances within the corporate limits of the City of Saugatuck, County of Allegan, State of Michigan, for the purpose of supplying and distributing to said City and its inhabitants gas for heating and other purposes and, for such purposes, to enter

upon and use the highways, streets, alleys, and public lands of said City and lay, maintain, operate, repair and extend therein, through and thereunder such mains, pipes, conduits, valves, drips, apparatus, appliances and other appurtenances as may be necessary and proper for the distribution of gas throughout and beyond said City and for the purpose of conducting and operating a gas business in said City, subject to the terms and conditions hereinafter provided, applicable provisions of the Michigan Constitution of 1963, and applicable federal, state, local, and City statutes, ordinances, rules and regulations.

SECTION 2. USE OF HIGHWAYS, STREETS, ALLEYS, AND OTHER PUBLIC PLACES.

- (a) In laying its pipes, mains and other appurtenances and repairing and maintaining the same, Grantee shall interfere as little as possible with public travel.
- (b) After opening any portion of the highways, streets, alleys or other public place, Grantee shall within a reasonable time restore such highway, street, alley, or other public place to the same order and condition as prevailed before opening.
- (c) While any portion of the highways, streets, alleys or other public place is open, Grantee shall maintain reasonable barriers and lights at night and other warnings to the users of said highways, streets, alleys, or other public place.
- (d) No highway, street, alley, or other public place within the City shall be opened by Grantee until application has been made to the City and any other authority having jurisdiction in the premises, stating the nature of the work and the route, and until the consent of the City and any other authority has been received, except that in emergency situations, Grantee shall take immediate unilateral actions as it determines are necessary to protect the public health, safety, and welfare; in which case, Grantee shall notify the City as soon as reasonably possible. Grantee is solely responsible for obtaining any necessary governmental permits for excavation or construction and shall pay such reasonable and prudent fees, charges, and/or escrows as may be legally required by such public authority to offset its direct costs of permitting.
- (e) If the City lawfully elects to alter or change the grade of any highway, street, alley, or other public place, or construct or replace any underground infrastructure, and

Deleted: NON-DISTURBANCE OF PUBLIC TRAVEL;
RESTORATION: CONSTRUCTION MAINTENANCE

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Grantee's pipes, mains, or other appurtenances must be relocated due to a conflict with the alteration, change, construction or replacement, upon reasonable notice from the City. Grantee shall relocate such pipes, mains, or other appurtenances at its own expense.

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SECTION 3. HOLD HARMLESS. Grantee shall use due care in exercising the privileges in this Ordinance and, at its sole cost and expense, shall at all times indemnify and hold harmless the City and its officials, employees, contractors, and agents from any loss, damage or expense of any kind on account of the laying, constructing, maintenance, and use of said mains, pipes, conduits and other appurtenances, or any other activity authorized by this Ordinance. However, Grantee need not indemnify or save City harmless from claims, losses and expenses arising out of the negligence of the City, its employees, contractors or agents.

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SECTION 4. RATES ESTABLISHED BY MICHIGAN PUBLIC SERVICE COMMISSION. The rates to be charged by Grantee and all rules of service shall be those which are established from time to time by the Michigan Public Service Commission or such other body which shall succeed to the jurisdiction, rights, powers and authority of said Commission.

SECTION 5. TERM: EFFECTIVE DATE. The rights granted in this franchise shall continue in full force and effect for a period of thirty (30) years from the effective date thereof. The effective date of this franchise shall be the latter of the date of the acceptance of the franchise by Grantee, which if accepted, shall be filed by the Grantee, in writing, within sixty (60) days after the enactment of this ordinance or the day following the date of publication of the ordinance.

SECTION 6. FRANCHISE REVOCABLE; IRREVOCABILITY UPON APPROVAL OF ELECTORS. The franchise herein granted shall be revocable at the will of the governing body of this City, PROVIDED, however, that the same shall become irrevocable if and when confirmed by a three-fifths (3/5) majority of the electors voting upon the question at the next general election or at any special election called for that purpose. Such special election may be held at the request of said Grantee.

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SECTION 7. EXPENSES OF ELECTION PAID BY GRANTEE. In the event of a special election, the expenses thereof shall be deposited with the Clerk of this City by the Grantee.

SECTION 8. REPEAL OF PRIOR ORDINANCE. The Franchise Ordinance adopted on

September 26, 1994, by this City, known as Chapter 26 Gas Franchise of Title II Utilities and Services and all amendments thereto, are hereby repealed. The repeal of the above Ordinance and its amendments does not affect or impair any act done, offense committed, or right accruing, accrued, or acquired or liability, penalty, forfeiture, or punishment incurred prior to the time enforced, prosecuted, or inflicted.

SECTION 9. ENTIRE AGREEMENT. This Ordinance contains the entire agreement between the City and Grantee which grants a gas franchise and thereby, the permission to use the highways, streets, alleys or other public places within the City. Neither the City nor Grantee makes any representations except those expressly or by reference set forth in this Ordinance.

SECTION 10. PUBLICATION AND RECORDING. This Ordinance shall be published and recorded as required by law.

YEAS: _____

NAYS: _____

ABSENT/ABSTAIN: _____

ORDINANCE DECLARED ADOPTED.

Holly Anderson
City of Saugatuck, Mayor

CERTIFICATION

I, Jamie Wolters, being the duly elected and acting Clerk of the City of Saugatuck, Allegan County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of an Ordinance duly adopted by the City Council at a regular meeting held on _____, 202__, at which meeting a quorum was present and remained throughout, (2) that an original thereof is on file in the records of the City, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

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Deleted: The City Clerk is hereby directed to cause a true copy of this ordinance to be published in *The Commercial Record*, a newspaper circulating within the City within the community which this ordinance affects within ten (10) days of its passage

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Deleted: SECTION 110. RECORDING OF ORDINANCE. Within one week after the publication of this ordinance, the City Clerk shall record the ordinance within the books and records of the City kept by the Clerk for such purpose and the recording shall be authenticated by the signatures of the Mayor and the City Clerk.

Deleted: Presented by: _____

Seconded by: _____

Voting in Favor: _____

Voting Against: _____

We hereby certify that the foregoing Ordinance was adopted by the City Council of the City of Saugatuck, County of Allegan, State of Michigan at a regular meeting held on the _____ day of _____, 202__.

Dated: _____

Saugatuck City Mayor

Dated: _____

Saugatuck City Clerk

We certify as follows:

Date of Publication: _____

(Newspaper Proof of _____

Publication attached)

Published in: _____

Ordinance No.: _____ Date recorded in books _____
and records of the City: _____

Dated: _____

Saugatuck City Mayor

Dated: _____

Saugatuck City Clerk

CITY OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN
ORDINANCE NO. 250324-A
MICHIGAN GAS UTILITIES CORPORATION FRANCHISE AGREEMENT

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Holly Anderson
City of Saugatuck, Mayor

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City Council Agenda Item Report

FROM: Scott Herbert – Public Works Superintendent

MEETING DATE: March 19, 2025

SUBJECT: Road Work – Pavement Marking

DESCRIPTION:

Pavement marking is an annual routine maintenance item that must be completed on our local streets, major streets, and parking lots. In prior years, this work has been completed using a combination of in-house staff and outside contractors. Each year, staff would bring a recommendation forward to the council on how best to complete this work. Since this is annual routine work, staff recommend a 3-year pavement marking contract to streamline this process.

Fleis & Vandenbrink has provided scope and bidding assistance for this project. Two bids were received with the lowest bid being from Advanced Pavement Marking (APM) in the amount of \$81,085.35. This amount does not include repainting the rainbow crosswalks at the Butler Street and Culver Street intersection.

Fleis & Vandenbrink and Public Works recommend an award to Advanced Pavement Marking.

Fleis & Vandenbrink Recommendation of Award - Enclosed
Bid Tabulation – Enclosed

BUDGET ACTION REQUIRED:

Major and Local Street Funds in the amount of \$81,085.35.

COMMITTEE/COMMISSION REVIEW:

N/A

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Discussion Only.

Motion to approve award to Advanced Pavement Marking for 2025-2027 pavement markings in the amount of \$81,085.35.



RECOMMENDATION OF AWARD

March 13, 2025

Via Email: scott@saugatuckcity.com

Scott Herbert, Superintendent of Public Works
City of Saugatuck
102 Butler Street
PO Box 86
Saugatuck, MI 49453

RE: 2025-2027 Pavement Markings

Dear Scott,

We received bids for the 2025-2027 Pavement Markings project on March 13, 2025. This is a 3-year Citywide pavement marking contract to repaint all pavement markings in the City, with the exception of the decorative crosswalk markings at the intersection of Culver Street and Butler Street. Two bids were received, and a tabulation is attached. Both bids were comparable to bid prices for similar scope of work in previous years on an annualized basis. The low is from Advanced Pavement Marking (APM) of West Olive Michigan. We are not aware of other projects that APM has performed for the City, however, the references they provided with their bid include similar areawide pavement marking projects for comparable size communities. APM was a potential bidder that we identified and invited to bid on the project. They have been responsive in their communications during the bidding period, and the multi-year nature of the project provides additional incentive to perform well. We recommend an award to Advanced Pavement Marking in the amount of \$81,085.35. Please feel free to contact me with any questions.

Sincerely,

FLEIS & VANDENBRINK

Jonathan W. Moxey, P.E.
Project Manager

Cc: Ryan Cummins, City Manager
Sara Williams, Deputy Clerk

Encl.

2960 Lucerne Drive SE
Grand Rapids, MI 49546

P: 616.977.1000

F: 616.977.1005

www.fveng.com

City of Saugatuck
2025 - 2027 Pavement Markings
Bid Tabulation



Project No.: 3187-48
 By: JWM
 Date: 3/13/2025

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	Advanced Pavt Mrkgs		Ace Parking Lot Striping	
				BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
1	General Conditions, Bonds, and Insurance, Max 5%	LSum	1	\$ 2,210.00	\$ 2,210.00	\$ 1,750.00	\$ 1,750.00
2	Pavt Mrkg, Waterborne, 4 inch, White - Year 2025	Ft	13,100	\$ 0.085	\$ 1,113.50	\$ 0.25	\$ 3,275.00
3	Pavt Mrkg, Waterborne, 4 inch, Yellow - Year 2025	Ft	53,800	\$ 0.085	\$ 4,573.00	\$ 0.25	\$ 13,450.00
4	Pavt Mrkg, Waterborne, 6 inch, Crosswalk - Year 2025	Ft	380	\$ 0.52	\$ 197.60	\$ 1.00	\$ 380.00
5	Pavt Mrkg, Waterborne, 4 inch, White, Prkg - Year 2025	Ft	28,000	\$ 0.28	\$ 7,840.00	\$ 0.25	\$ 7,000.00
6	Pavt Mrkg, Waterborne, 12 inch, Crosswalk - Year 2025	Ft	5,400	\$ 0.92	\$ 4,968.00	\$ 1.00	\$ 5,400.00
7	Pavt Mrkg, Waterborne, 24 inch, Stop Bar - Year 2025	Ft	975	\$ 1.45	\$ 1,413.75	\$ 1.00	\$ 975.00
8	Pavt Mrkg, Waterborne, Lt Turn Arrow Sym - Year 2025	Ea	1	\$ 30.00	\$ 30.00	\$ 50.00	\$ 50.00
9	Pavt Mrkg, Waterborne, Rt Turn Arrow Sym - Year 2025	Ea	1	\$ 30.00	\$ 30.00	\$ 50.00	\$ 50.00
10	Pavt Mrkg, Waterborne, Thru Lt Turn Arrow Sym - Year 2025	Ea	1	\$ 40.00	\$ 40.00	\$ 100.00	\$ 100.00
11	Pavt Mrkg, Waterborne, Thru Rt Turn Arrow Sym - Year 2025	Ea	1	\$ 40.00	\$ 40.00	\$ 100.00	\$ 100.00
12	Pavt Mrkg, Waterborne, Rt Lt Turn Arrow Sym - Year 2025	Ea	1	\$ 55.00	\$ 55.00	\$ 150.00	\$ 150.00
13	Pavt Mrkg, Waterborne, Thru Arrow Sym - Year 2025	Ea	11	\$ 30.00	\$ 330.00	\$ 50.00	\$ 550.00
14	Pavt Mrkg, Waterborne, Only - Year 2025	Ea	2	\$ 40.00	\$ 80.00	\$ 100.00	\$ 200.00
15	Curb Head, Yellow - Year 2025	Ft	2,600	\$ 0.58	\$ 1,508.00	\$ 0.45	\$ 1,170.00
16	Pavt Mrkg, Waterborne, Accessible - Year 2025	Ea	30	\$ 45.00	\$ 1,350.00	\$ 25.00	\$ 750.00
17	Pavt Mrkg, Waterborne, 4 inch, Blue, Prkg/XH - Year 2025	Ft	940	\$ 0.30	\$ 282.00	\$ 0.45	\$ 423.00
18	Pavt Mrkg, Waterborne, 4 inch, Yellow, XH - Year 2025	Ft	2,300	\$ 0.30	\$ 690.00	\$ 0.45	\$ 1,035.00
19	Pavt Mrkg, Waterborne, 4 inch, White - Year 2026	Ft	13,100	\$ 0.089	\$ 1,165.90	\$ 0.25	\$ 3,275.00
20	Pavt Mrkg, Waterborne, 4 inch, Yellow - Year 2026	Ft	53,800	\$ 0.089	\$ 4,788.20	\$ 0.25	\$ 13,450.00
21	Pavt Mrkg, Waterborne, 6 inch, Crosswalk - Year 2026	Ft	380	\$ 0.57	\$ 216.60	\$ 1.00	\$ 380.00
22	Pavt Mrkg, Waterborne, 4 inch, White, Prkg - Year 2026	Ft	28,000	\$ 0.30	\$ 8,400.00	\$ 0.25	\$ 7,000.00
23	Pavt Mrkg, Waterborne, 12 inch, Crosswalk - Year 2026	Ft	5,400	\$ 0.99	\$ 5,346.00	\$ 1.00	\$ 5,400.00
24	Pavt Mrkg, Waterborne, 24 inch, Stop Bar - Year 2026	Ft	975	\$ 2.00	\$ 1,950.00	\$ 1.00	\$ 975.00
25	Pavt Mrkg, Waterborne, Lt Turn Arrow Sym - Year 2026	Ea	1	\$ 32.00	\$ 32.00	\$ 50.00	\$ 50.00
26	Pavt Mrkg, Waterborne, Rt Turn Arrow Sym - Year 2026	Ea	1	\$ 32.00	\$ 32.00	\$ 50.00	\$ 50.00
27	Pavt Mrkg, Waterborne, Thru Lt Turn Arrow Sym - Year 2026	Ea	1	\$ 42.00	\$ 42.00	\$ 100.00	\$ 100.00
28	Pavt Mrkg, Waterborne, Thru Rt Turn Arrow Sym - Year 2026	Ea	1	\$ 42.00	\$ 42.00	\$ 100.00	\$ 100.00
29	Pavt Mrkg, Waterborne, Rt Lt Turn Arrow Sym - Year 2026	Ea	1	\$ 42.00	\$ 42.00	\$ 150.00	\$ 150.00
30	Pavt Mrkg, Waterborne, Thru Arrow Sym - Year 2026	Ea	11	\$ 32.00	\$ 352.00	\$ 50.00	\$ 550.00
31	Pavt Mrkg, Waterborne, Only - Year 2026	Ea	2	\$ 45.00	\$ 90.00	\$ 100.00	\$ 200.00
32	Curb Head, Yellow - Year 2026	Ft	2,600	\$ 0.60	\$ 1,560.00	\$ 0.45	\$ 1,170.00
33	Pavt Mrkg, Waterborne, Accessible - Year 2026	Ea	30	\$ 48.00	\$ 1,440.00	\$ 25.00	\$ 750.00
34	Pavt Mrkg, Waterborne, 4 inch, Blue, Prkg/XH - Year 2026	Ft	940	\$ 0.31	\$ 291.40	\$ 0.45	\$ 423.00
35	Pavt Mrkg, Waterborne, 4 inch, Yellow, XH - Year 2026	Ft	2,300	\$ 0.31	\$ 713.00	\$ 0.45	\$ 1,035.00
36	Pavt Mrkg, Waterborne, 4 inch, White - Year 2027	Ft	13,100	\$ 0.098	\$ 1,283.80	\$ 0.25	\$ 3,275.00
37	Pavt Mrkg, Waterborne, 4 inch, Yellow - Year 2027	Ft	53,800	\$ 0.098	\$ 5,272.40	\$ 0.25	\$ 13,450.00
38	Pavt Mrkg, Waterborne, 6 inch, Crosswalk - Year 2027	Ft	380	\$ 0.68	\$ 258.40	\$ 1.00	\$ 380.00
39	Pavt Mrkg, Waterborne, 4 inch, White, Prkg - Year 2027	Ft	28,000	\$ 0.32	\$ 8,960.00	\$ 0.25	\$ 7,000.00
40	Pavt Mrkg, Waterborne, 12 inch, Crosswalk - Year 2027	Ft	5,400	\$ 0.99	\$ 5,346.00	\$ 1.00	\$ 5,400.00
41	Pavt Mrkg, Waterborne, 24 inch, Stop Bar - Year 2027	Ft	975	\$ 2.00	\$ 1,950.00	\$ 1.00	\$ 975.00
42	Pavt Mrkg, Waterborne, Lt Turn Arrow Sym - Year 2027	Ea	1	\$ 32.00	\$ 32.00	\$ 50.00	\$ 50.00
43	Pavt Mrkg, Waterborne, Rt Turn Arrow Sym - Year 2027	Ea	1	\$ 32.00	\$ 32.00	\$ 50.00	\$ 50.00
44	Pavt Mrkg, Waterborne, Thru Lt Turn Arrow Sym - Year 2027	Ea	1	\$ 44.00	\$ 44.00	\$ 100.00	\$ 100.00
45	Pavt Mrkg, Waterborne, Thru Rt Turn Arrow Sym - Year 2027	Ea	1	\$ 44.00	\$ 44.00	\$ 100.00	\$ 100.00
46	Pavt Mrkg, Waterborne, Rt Lt Turn Arrow Sym - Year 2027	Ea	1	\$ 60.00	\$ 60.00	\$ 150.00	\$ 150.00
47	Pavt Mrkg, Waterborne, Thru Arrow Sym - Year 2027	Ea	11	\$ 32.00	\$ 352.00	\$ 50.00	\$ 550.00
48	Pavt Mrkg, Waterborne, Only - Year 2027	Ea	2	\$ 50.00	\$ 100.00	\$ 100.00	\$ 200.00
49	Curb Head, Yellow - Year 2027	Ft	2,600	\$ 0.60	\$ 1,560.00	\$ 0.45	\$ 1,170.00
50	Pavt Mrkg, Waterborne, Accessible - Year 2027	Ea	30	\$ 50.00	\$ 1,500.00	\$ 25.00	\$ 750.00
51	Pavt Mrkg, Waterborne, 4 inch, Blue, Prkg/XH - Year 2027	Ft	940	\$ 0.32	\$ 300.80	\$ 0.45	\$ 423.00
52	Pavt Mrkg, Waterborne, 4 inch, Yellow, XH - Year 2027	Ft	2,300	\$ 0.32	\$ 736.00	\$ 0.45	\$ 1,035.00

Bid Total: \$ 81,085.35 \$ 106,924.00



City Council Agenda Item Report

FROM: Ryan Cummins, City Manager

MEETING DATE: March 19, 2025

SUBJECT: Resolution No. ____ - A Resolution of Authorizing Submission of a Recreation Passport Grant Application

DESCRIPTION:

Improvements to the courts at Village Square Park are listed as a priority for this fiscal year and next fiscal year.

Our engineers have evaluated the area. The condition of the concrete isn't a concern, but the current courts are smaller than regulation courts as they don't contain the out of bounds perimeters. The Parks and Public Works Committee previously suggested making the courts more multipurpose. The DPW Superintendent has noted that improvements to the courts have been planned for many years and could benefit from improvements to fencing and bringing back bleachers.

Our engineer has provided the attached project cost estimate of \$300,000 to:

- Enlarge the existing basketball court to 56-foot width by 100-foot length (50'x94' plus 3' out of bounds area around the perimeter).
- Enlarge the existing tennis court to 60-foot width by 102-foot length (36'x78' plus 12' out of bounds area around the perimeter).
- Replace the basketball hoops.
- Replace the tennis net.
- Replace perimeter fencing.
- Add seating.
- Resurface both courts.
- Incorporate a Futsal (or other multi-sport) court

A donor has come forward and offered to pay \$100,000 toward a project. Our engineers have recommended applying for a \$150,000 DNR Passport Grant to also help fund the project.

Grant Application

In February, Council approved an engineering proposal to prepare and submit the grant application. The donor is covering the cost of the grant application.

Attached is a resolution authorizing the submittal of the passport grant application. The engineer recommends adding some local match commitment from the City to make the application more competitive. Council may revise the amount suggested.

A grant announcement will not occur until December 2025. If awarded the grant, design would start fall 2025 and construction would occur in fall 2026. If we are unsuccessful with the grant application, staff will re-evaluate project options and cost and discuss further with Parks and Public Works and City Council.

LEGAL REVIEW:

The City Attorney will be at your meeting if you have any questions.

SAMPLE MOTION:

Resolution No. ____ - A Resolution of Authorizing Submission of a Recreation Passport Grant Application

City of Saugatuck
Village Square Court Improvements
Engineer's Pre-Design Estimate of Probable Project Cost



Project No.: 3187-38
 By: JWM
 Date: 10/24/2024

Scope: Enlarge the existing basketball court to 56-foot width by 100-foot length (50'x94' plus 3' out of bounds area around the perimeter). Enlarge the existing tennis court to 60-foot width by 102-foot length (36'x78' plus 12' out of bounds area around the perimeter). Replace the basketball hoops. Replace the tennis net. Replace perimeter fencing. Add bleachers. Resurface both courts. Incorporate a Futsal court.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	ESTIMATED UNIT PRICE	ESTIMATED AMOUNT
1	General Conditions, Bonds, Insurance & Mobilization (10%)	LSUM	1	\$ 21,800.00	\$ 21,800
2	Soil Erosion and Sedimentation Control	LSUM	1	\$ 1,000.00	\$ 1,000
3	Fence Removal	Ft	100	\$ 10.00	\$ 1,000
4	Miscellaneous Removals	LSUM	1	\$ 2,500.00	\$ 2,500
5	Excavation and Grading	LSUM	1	\$ 5,000.00	\$ 5,000
6	Sand Subbase (6")	Cyd	90	\$ 30.00	\$ 2,700
7	Concrete Court Paving, 4 inch	Sft	4,240	\$ 10.00	\$ 42,400
8	Court Joint Repair and Coating	Syd	1,330	\$ 25.00	\$ 33,250
9	Basketball Goal Replacement (New Posts)	Ea	2	\$ 7,500.00	\$ 15,000
10	Tennis Net Replacement (New Posts)	Ea	1	\$ 5,000.00	\$ 5,000
11	Bleacher Structure, 5 Rows w/Guardrails, 15' Long	LSUM	1	\$ 10,000.00	\$ 10,000
12	Perimeter Fencing, 10 foot (Tennis Backstops)	Ft	100	\$ 130.00	\$ 13,000
13	Perimeter Fencing, 4 foot (Remainder of Perimeter, Both Courts)	Ft	530	\$ 105.00	\$ 55,650
14	Stone Edging Along Fencing	Syd	150	\$ 40.00	\$ 6,000
15	Upgrade Basketball Goals and Fencing with Futsal Nets	Ea	2	\$ 10,000.00	\$ 20,000
16	Turf Restoration	Syd	500	\$ 10.00	\$ 5,000

Estimated Construction Costs (Rounded): \$ 240,000
 Undeveloped Details & Contingencies (10%): \$ 24,000
Est. Design & Construction Engineering, Permitting & Admin (15%): \$ 36,000
Total Estimated Project Cost: \$ 300,000

The Design Professional has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing. Bid prices may vary significantly based on these factors and market conditions at time of bid.

**CITY OF SAUGATUCK
COUNTY OF ALLEGAN
STATE OF MICHIGAN**

RESOLUTION NO. _____

**RECREATION PASSPORT GRANT PROGRAM
RESOLUTION OF AUTHORIZATION**

WHEREAS, the City of Saugatuck supports the submission of an application titled "Village Square Court Renovation" to the Recreation Passport Grant Program for the development of tennis and basketball court renovation and related work at Village Square Park; and,

WHEREAS, the proposed application is supported by the Community's 5-Year Approved Parks and Recreation Plan and Current Annual Capital Improvement Plan; and,

WHEREAS, the City of Saugatuck is hereby making a financial commitment to the project in the amount of \$110,000 matching funds, in cash; and,

WHEREAS, if the grant is awarded the applicant commits its local match and donated amounts from the following sources:

Private Anonymous Donor:	\$100,000
<u>City of Saugatuck General Fund:</u>	<u>\$10,000</u>
Total:	\$110,000

NOW THEREFORE, BE IT RESOLVED that the City of Saugatuck hereby authorizes submission of a Recreation Passport Grant Program application for \$260,000 and further resolves to make available a local match through financial commitment and donations of \$110,000 (42%) of a total \$260,000 project cost, during the 2025-2026 fiscal year.

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

RESOLUTION DECLARED ADOPTED.

Dated: _____, 2025

Holly Anderson, Mayor

Jamie Wolters, City Clerk

CERTIFICATION

I, Jamie Wolters, the City 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 _____, 2025, 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:

Jamie Wolters, City Clerk



City Council Agenda Item Report

FROM: Ryan Cummins, City Manager
Luke Thompson, Director of Planning and Zoning

MEETING DATE: March 19, 2025

SUBJECT: Short-Term Rental Licensing Ordinance Amendment

DESCRIPTION:

At the March 5 workshop, staff presented on the status of implementing the Short-Term Rental (STR) Task Force recommendations and STR Enforcement Plan. Legal also presented a full report on transfers, late applications, and appeals.

Based on the consensus feedback on March 5, legal has prepared draft changes to the STR licensing ordinance. The draft changes would:

- Provide a mechanism to process late applications. Late applications would be subject to a late fee.
- Require submittal of proof of corporate entity ownership each year.
- Allow transfers of ownership in limited circumstances, which include transfers that change the form of ownership but not the identity of the persons having an ownership in a STR.
 - This would be retroactive.

Full details of the draft amendment are redlined on the attached.

LEGAL REVIEW:

The City Attorney prepared the draft amendments and will be at your meeting for any questions.

SAMPLE MOTION:

N/A. Workshop item only at this time.

CITY OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN

SHORT-TERM RENTAL LICENSING ORDINANCE AMENDMENT

ORDINANCE NO. _____

At a meeting of the City Council of the City of Saugatuck, Allegan County, Michigan, held at the City of Saugatuck Hall on _____, 2025 at _____ p.m., City Council Member _____ moved to adopt the following ordinance, which motion was seconded by City Council Member _____.

An ordinance to amend the City of Saugatuck's Short-Term Rental Licensing Ordinance, Ordinance No. 240229-B, as amended, to provide for the imposition of late fees for late applications to renew Short-Term Rental Licenses, and to authorize certain types of transfers relating to Short-Term Rentals, to protect the public health, safety, and welfare.

CITY OF SAUGATUCK, ALLEGAN COUNTY, ORDAINS:

SECTION 1. AMENDMENT TO ORDINANCE NO. 240299-B, SECTION 99.58: City of Saugatuck Ordinance No. 240229-B, Section 99.58 shall be amended to read as follows:

§99.58 DURATION OF LICENSE; RENEWAL.

- (A) Except as otherwise provided herein, a license issued under this chapter shall remain in effect for a period of one (1) year from the date it was issued unless it is suspended or revoked by the City.
- (B) The license holder or local agent may apply for a renewed license by submitting a renewal application to the enforcing officer no later than thirty (30) days prior to the date that the license is set to expire, along with the license renewal fee established by the City's fee schedule. Renewal applications may be submitted no later than five (5) days after this deadline, subject to a late fee established by resolution of the City Council. Renewal applications submitted after this five (5) day grace period by any amount of time shall be deemed untimely and shall not be processed by the City, and the short-term rental license shall be deemed expired.
- (C) All information submitted with the prior application(s) shall be deemed submitted with the application for renewal, except that each year a new completed and signed fire safety checklist must be submitted, a new fire inspection must be conducted, and an approved fire inspection certification must be issued before a license can be renewed In addition, short-term rentals owned by corporate entities must submit updated documentation each year showing that the interest in that corporation has not changed so as to constitute a transfer as defined in this Ordinance. Aside from

the renewed fire safety checklist, ~~and~~ fire inspection, and corporate ownership documentation, the license holder or local agent shall only be required to submit new information with the application for renewal when that application information has changed since the last application was filed with the City.

- (D) A renewed license for a short-term rental shall be issued when all of the standards and regulations of this chapter are met.
- (E) If the short-term rental premises does not meet all the requirements of this chapter at the time of renewal, the City shall promptly notify the license holder. The license holder shall have thirty (30) calendar days from the date the notice of a deficiency was sent to cure any deficiencies. If the license holder cannot demonstrate full compliance with this chapter at the end of the cure period, the short-term rental license will not be renewed and will be deemed expired.

SECTION 2. AMENDMENT TO ORDINANCE NO. 240299-B, Section 99.59: City of Saugatuck Ordinance No. 240229-B, Section 99.59 shall be amended to read as follows:

§99.59 EFFECT ON PREVIOUSLY ISSUED SHORT-TERM RENTAL CERTIFICATES.

- (A) It is the express intent of this chapter to “grandfather” short-term rental certificates that were issued under the City’s previous regulatory scheme until those certificates expire. Therefore, short-term rentals with certificates issued pursuant to the Saugatuck City Zoning Ordinance prior to the effective date of this chapter may continue to operate until the certificate expires, subject to the requirements in effect at the time the short-term rental certificate was issued.
- (B) Once a previously issued short-term rental certificate expires, the certificate-holder must receive a short-term rental license under this chapter to continue operating a short-term rental at the premises. Applications for a short-term rental license may be submitted no later than five (5) days after the previously issued short-term rental certificate expires, subject to a late fee established by resolution of the City Council. Applications submitted after this five (5) day grace period by any amount of time shall be deemed untimely and shall not be processed by the City, and the short-term rental certificate shall be deemed expired. In addition, it is the intent of the City for this provision to apply retroactively to applications for short-term rental licenses that were submitted before the effective date of this Ordinance but after August 26, 2024. Such applications may be processed and a short-term rental license issued, subject to the payment of the late fee and satisfaction of all other requirements of the City Code.
- (C) No short-term rental certificates issued pursuant to the Saugatuck City Zoning Ordinance may be renewed after the effective date of this chapter.

SECTION 3. AMENDMENT TO ORDINANCE NO. 240299-B, Section 99.63: City of Saugatuck Ordinance No. 240229-B, Section 99.63 shall be amended to read as follows:

§99.63 TRANSFER OF OWNERSHIP.

(A) *Transfers prohibited.* Short-term rental licenses are non-transferable, and a short-term rental license issued under this chapter shall become void upon the attempted transfer of a license or transfer of ownership of the dwelling unit for which the license is issued. In the event of an unauthorized transfer, a new short-term rental license must be obtained by the new owner of the dwelling unit from the City before short-term rentals may be resumed in the dwelling unit.

(B) *Transfer defined.* As used in this chapter, a “transfer” of a short-term rental license shall include the following:

- (1) Any transfer, sale, change in ownership, or other conveyance of a short-term rental license to a person or entity other than the owner or license holder;
- (2) Any transfer, sale, change in ownership, or other conveyance of the premises;
- (3) Any transfer, sale, change in ownership, or other conveyance of an interest or membership in the corporate entity which is the owner of the premises or the short-term rental license; or
- (4) Any change in the trustee(s), beneficiary, or beneficiaries of the trust which is the owner of the premises or the short-term rental license.

(C) Permitted transfers. Notwithstanding the above, the City recognizes that as a matter of public policy it is equitable and consistent with the intent of this ordinance to enable transfers of short-term rental licenses in certain limited circumstances, which include transfers that change the form of ownership but not the identity of the persons having an ownership in a short-term rental. Consistent with these policy goals, short-term rental licenses may be transferred under the following circumstances, provided that a transfer application conforming to the requirements and regulations set forth in this ordinance and indicating the relationship of the transferor to the transferee is first submitted to and approved by the enforcing officer:

- (1) Short-term rental licenses or premises may be transferred to a corporate entity from individuals, trusts, or other corporate entities, provided that the transferee corporate entity is solely owned and controlled by all of the current owners of the short-term rental license or premises, and that no third parties (meaning individuals or entities who do not currently have an interest in the short-term rental licenses or premises) will hold any interest or membership in said corporate entity.
- (2) Short-term rental licenses or premises may be transferred to a trust from individuals, corporate entities, or other trusts, provided that the transferee trust

is solely owned, controlled by, and benefits all of the current owners of the short-term rental license or premises, and that no third parties will be designated as settlors, trustees, or beneficiaries of said trust.

(3) Short-term rental licenses or premises may be transferred to an individual or individuals from a corporate entity or trust, provided that the individual or individuals are the current owners, members, settlors, trustees, or beneficiaries of the corporate entity or trust that currently owns the short-term rental license or premises.

(4) No transfer will be permitted that has the effect of changing the composition of the individuals, owners, or members, that own the short-term rental license or premises, including any transfer that attempts to add or remove individuals or entities owning, controlling, or having any interest in a short-term rental license or premises.

(D) ~~Waiver~~. For transfers not expressly authorized herein, a license holder may make a written application to the enforcing officer for a waiver from this ordinance's prohibition on transfers. Such application must demonstrate that the proposed transfer is only a change of the form of ownership without changing the identity of the owner or owners and is otherwise consistent with the purpose and objectives of this ordinance on good cause shown to the enforcing officer. The enforcing officer shall approve or deny such applications, and his or her decision shall be final.

(~~C~~)(E) *Retroactive effect.* It is the intent of the City for the permitted transfers enumerated herein to apply retroactively to transfers of short-term licenses or certificates that occurred during the time period between August 26, 2021, and the effective date of this Ordinance, provided such transfers would have been permissible under this Section. Notwithstanding prior City regulations to the contrary, the City may process and approve applications for short-term rental licenses from short-term rental certificate holders and renewal applications for short-term rental licenses that were subject to a permitted transfer set forth in this Section in the timeframe identified above, provided such applications otherwise satisfy all of the applicable requirements of the City Code.

Commented [JW1]: Ryan: I think it may be prudent to add this language as a catchall given the myriad of different ownership arrangements that may be encountered.

SECTION 4. SEVERABILITY: Should a court of competent jurisdiction find any provision, clause, or portion of this ordinance amendment to be invalid or unconstitutional, the balance or remainder of this ordinance amendment shall remain valid and in full force and effect and shall be deemed "severable" from the portion, clause, or provision deemed to be invalid or unconstitutional by the court.

SECTION 5. REPEAL: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 6. EFFECTIVE DATE: This Ordinance shall become effective immediately upon the date of this Ordinance's publication as required by law.

YEAS: _____

NAYS: _____

ABSENT/ABSTAIN: _____

ORDINANCE DECLARED ADOPTED.

Holly Anderson
City of Saugatuck, Mayor

DRAFT

CERTIFICATION

I hereby certify that:

1. The above is a true copy of an ordinance adopted by the City of Saugatuck at a duly scheduled and noticed meeting of the City Council held on _____, ____ 2024, pursuant to the required statutory procedures.
2. A summary of the above ordinance was duly published in the _____ newspaper, a newspaper that circulates within the City of Saugatuck, on _____, 2024.
3. Within 1 week after such publication, I recorded the above ordinance in a book of ordinances kept by me for that purpose, including the date of passage of the ordinance, the names of the members of the City Council voting, and how each member voted.
4. I filed an attested copy of the above ordinance with the Allegan County Clerk on _____, 2024.

ATTESTED:

Jamie Wolters
City of Saugatuck, Clerk

**CITY OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN**

NOTICE OF ADOPTION

SHORT-TERM RENTAL LICENSING ORDINANCE AMENDMENT

ORDINANCE NO. ____

Please take notice that on _____, 2024, the City Council of City of Saugatuck adopted Ordinance No. ____, which, among other things, amends the City of Saugatuck's Short-Term Rental Licensing Ordinance, Ordinance No. 240229-B, to impose maximum limits on the number of short-term rental licenses in specific zoning districts, establish the effect of such limits on existing licenses, establish how available licenses will be issued, and provide a mechanism for the City Council to adjust such maximum limits. Copies of the ordinance may be obtained from Jamie Wolters, City of Saugatuck Clerk, at 102 Butler Street, P.O. Box 86, Saugatuck, Michigan 49453 during regular business hours.

The Zoning Ordinance Amendment has the following sections, which are summarized below:
Section 1: Amendment to Ordinance No. 240299-B, Section 99.55; Section 2: Severability;
Section 3: Repeal; and Section 4: Effective Date.

Jamie Wolters
City of Saugatuck, Clerk
(269) 857-2603
JWolters@saugatuckcity.com

Publication Date: _____, 2024



City Council Agenda Item Report

FROM: Ryan Cummins, City Manager

MEETING DATE: March 19, 2025

SUBJECT: Further Review of No Wake Zone Request for Kalamazoo Lake

DESCRIPTION:

In September, Council discussed that Sergeant Marina submitted the attached request requesting that all of Kalamazoo Lake be no wake.

Here is the current no wake map:



There are several steps involved in creating a no wake zone, which is a local watercraft control. The Department of Natural Resources (DNR) has provided the attached procedures for permanent local watercraft controls.

- If the City Council desires to consider the no wake request from Sergeant Marina, the first step will include drafting a resolution requesting a local watercraft control and hold a public hearing on the resolution.
- After a public hearing, the Council would then make a decision on whether to approve the resolution and send it to the DNR for investigation, preparation of a report, and additional public hearing.
- If the DNR determines there is a need for a local watercraft control, the DNR will propose a local watercraft control ordinance for the City to consider adopting.
- If the DNR determines there is not a need, the City will be notified and provided specific reasons for denial.

It is important to note that the City can only request a no wake zone within our jurisdictional boundaries. I previously advised Sergeant Marina that they must make the same request for portions of the lake that are within the City of the Village of Douglas. They have since done that.

Follow Up from Workshop Meeting

At the September workshop, Council requested that staff reach out to the fire department, sheriff's office, and other marinas in the City to gather initial feedback on the request. The feedback was mixed. The following is a summary of the feedback:

- **Sheriff's Office Marine Unit Administrator, Sgt. Todd Wagner** - He advised there is a historical lack of significant wake-related damage reports, with most complaints being about boat rocking rather than actual property damage. He reviewed boating accident reports from 2024 back to 2004. Only one report of boat damage as it relates to the Kalamazoo Lake and the Slow No-Wake Zone surrounding both Sergeant's Marina and Singapore Yacht Club. He advised there were other incidents, but they related to operator errors and were not related to boat wakes. The existing SNW zone near Sergeant's Marina extends 240 feet in all directions, and an option to extend it to 500 feet could be considered to help mitigate wake energy. He pointed out a few key considerations. The presence of vessel training and sailboat races at Saugatuck Yacht Club, which could be affected by a full-lake SNW designation. The impact on recreational activities such as tubing and skiing, which draw visitors to Saugatuck. Concerns about extending travel time for boaters, potentially increasing violations due to impatience. He noted limited marine enforcement resources, as the county's marine division is funded through a \$75,000-\$80,000 DNR grant that must cover patrols across the entire county, including Lake Michigan. They can do more enforcement if additional funding were provided by the cities or marinas. He warned that implementing a local watercraft control is much easier than removing one, as such regulations tend to be permanent.

- **DNR Conservation Officer, Carter Woodwyk** - Acknowledged the concerns behind making Kalamazoo Lake a Slow No Wake (SNW) zone but questions how widespread the issue is. Proposed an alternative approach: restricting SNW to vessels over 26 feet, similar to regulations in other nearby waterways. This would allow smaller boats launching from public ramps to reach speed without a prolonged slow crawl. Expressed concerns that a SNW designation could limit boaters from easily navigating the lake for short trips. Highlighted the limited local options for tubing and skiing, suggesting this should be considered. While he acknowledged occasional rough wake conditions, he believes it is not a frequent problem and encouraged broader discussions to account for the interests of all boaters.
- **Fire Chief Janik** - Acknowledged the polarized discussions on making Kalamazoo Lake a No Wake zone and supports revisiting the issue from a safety and risk reduction perspective. The Singapore Yacht Club has long raised concerns about property damage and boater injuries caused by wakes. While injuries have been reported, many boaters do not call 911 for property damage since identifying responsible vessels is difficult. He outlined several factors supporting a No Wake zone, including increased boat traffic, the location of Sergeants Marina resulting in increased wake, rising popularity of kayaks and paddleboards, larger and faster boats, and more rental boat operators.
- **Deputy Fire Chief Mantels** – He acknowledged a few medical calls over 20 years related to falls on vessels due to wakes but no recorded reports of vessel or dock damage. Believes the main issue is a lack of compliance with Slow No Wake (SNW) rules when law enforcement is off duty. Many boaters learn the patrol schedule and ignore SNW rules during the week. Suggested enforcing SNW more consistently, possibly by funding a mid-week marine deputy or an additional patrol boat on busy weekends, could be beneficial. Rental boat operators also contribute to violations due to lack of education. The biggest wake issues come from boats tubing in circles near SNW buoys rather than those crossing the lake at higher speeds. Recommended exploring multiple solutions, including making all of Kalamazoo Lake SNW or prohibiting tubing/water skiing in certain areas.
- **Singapore Yacht Club** - Supports making Kalamazoo Lake a no-wake zone. SYC members have experienced significant issues due to wakes from boats, including damage to vessels, docks, and potential harm to individuals. They described how unexpected rocking can cause injuries and damage to property. SYC acknowledges the need for a public hearing and supports a resolution to the DNR for further review. They also express interest in attending hearings to testify about the safety and damage concerns caused by wakes.
- **Coral Gables Marina** – Does not believe there is a wake problem in the area.

- **Saugatuck Yacht Club** – No response.
- **Douglas City Manager**- Advised they received a similar request and will be reviewing. Raised concern about ability to enforce the no wake zone.

Worksession Review

Council discussed the request further at the March 5 workshop. Consensus was to revisit the discussion at this workshop as two Council Members were not present.

The no wake zone request was presented to the Harbor Authority by the Douglas representative. The Harbor Authority recommended that the municipalities conduct a community survey to gather further feedback. The Douglas Manager advised she would draft survey questions.

Next Steps

Staff seeks direction from City Council on how you would like to proceed. Options include:

- Not pursue changes at this time.
- Conduct a survey and discuss further.
- Direct staff to draft a resolution requesting a local watercraft control and hold a public hearing on the resolution. Options for a local watercraft control include:
 - Make the lake within the City no wake
 - Expand the no wake zone around Sergeant Marina
 - Make the areas in the City no wake for vessels over 26 feet
 - Restrict skiing and tubing hours

BOARD/COMMISSION REVIEW:

None at this time.

BUDGET ACTION:

N/A.

LEGAL REVIEW:

N/A at this time.

SAMPLE MOTION:

N/A. Workshop item only at this time.



Sergeant Marina Condominium Assoc.

Ryan Cummins

City of Saugatuck

Mr. Cummins

This letter is to follow up on our recent meeting. This is a formal request from Sergeant Marina to change the Kalamazoo Lake to a all no wake. We are bringing this to the City of Saugatuck as residents and taxpayers.

The wake issues have always been a problem and have increased steadily over the past few years. The constant bombardment from the recreational vehicles skirting the slow no wake area has become extremely dangerous. The potential for personal and property damage is a very real and concerning issue. The size of boats and rates of speed are ever increasing with some topping over 50 miles per hour and greater.

I have has some personal experiences with boats causing 3 foot wake doing circles with tubes for hours on end. Our boat will heal over as much as 25 degrees causing things to fall off counters. Other owners experience the same issues The No Wake one need to be changed for the safety of all.

I have traveled Michigan's coast and harbors with lakes larger than this have wake restrictions to help prevent property and personal accidents. You advised me that you would take our request to the proper city and government entities and this is what we will be counting on.

I appreciate you assistance. Please keep me updated at rk_lange1998@comcast.net and call me at 269-370-7371 with questions.

Thank you,

Rick Lange

Sergeant Marina



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
LANSING



DANIEL EICHINGER
DIRECTOR

Procedures for Permanent Local Watercraft Control

Local units of government that believe that a special local watercraft control (LWC) is needed on waters subject to their jurisdiction shall follow the procedures established in [MCL 324.80110](#) through [324.80112](#). Those procedures are detailed below. Local Watercraft Control is state terminology. When a local unit of government adopts a LWC they may use the term ordinance. The local unit of government initiates the process by submitting a resolution to the Department of Natural Resources (DNR).

The DNR shall investigate the need for special regulations for the use of vessel and other contrivances on the waters of the state to assure compatibility of uses and to protect public safety. Submitting a resolution does not guarantee approval of a LWC.

- 1) When a local unit of government believes a regulation is needed for the use of vessels on waters within their jurisdiction, they may submit a resolution for a LWC to the DNR Law Enforcement Division (LED).
 - a) The resolution shall be approved by a majority of the governing body of the local unit of government following a public hearing on the resolution.
 - i) The hearing must be specific on the resolution and not part of their regular meetings.
 - b) The resolution and hearing minutes shall be submitted to the DNR LED.
- 2) Once the request and resolution are received, the DNR will initiate an investigation and inquiry as directed in [MCL 324.80110](#).
- 3) Upon completion of the investigation and inquiry, the DNR will prepare a preliminary report that includes the findings of the investigation and a preliminary recommendation as to whether special rules are needed for the body of water, and submit a copy of the preliminary report to the local unit of government.
- 4) The DNR will work with the local unit of government to schedule a public hearing in the vicinity of the body of water to gather public input.
 - a) The public hearing will be scheduled and advertised at least 10 days (typically 30 days) prior to the hearing.
 - b) The DNR shall provide notice of the public hearing made in a newspaper of general circulation in the area where the water body is located.
 - c) It is recommended the local unit of government provide notice of the public hearing through any and all media and advertising platforms they have available.
- 5) The DNR will facilitate the public hearing.
 - a) At the public hearing, interested persons shall be afforded an opportunity to present their views on the preliminary report and the need for special rules, either orally or in writing.
 - b) The DNR will accept written comments for 30 days after the date of the public hearing.

- 6) Within 90 days after the public hearing, if the DNR determines there is a need for a LWC, the DNR will propose a LWC to the local unit of government.
 - a) The proposed LWC becomes valid only after the following conditions are met.
 - i) The local unit of government adopts the LWC in its entirety at a public meeting.
 - A. The wording used in the local unit of government's ordinance shall be identical to the proposed LWC recommended by the DNR.
 - ii) The local unit of government notifies the DNR of the adoption.
 - A. Notification to the DNR shall include all the following:
 - 1) A copy of minutes from the public meeting showing the adoption.
 - 2) Proof of publication in a locally circulated newspaper. The proof of publication must show the date and the name of the newspaper.
 - A. The page directly from the newspaper, or
 - B. A photocopy of the page from the newspaper
 - b) The conditions in 6) a) must be completed within 60 days from the date the DNR submits the proposed LWC to the local unit of government.
 - i) If the local unit of government fails to notify the DNR within 60 days, the proposed LWC is considered disapproved.
- 7) If the DNR determines there is not a need for a LWC, the DNR shall notify the local unit of government and provide the specific reasons for the denial.
 - a) The local unit of government may appeal to the Director of the DNR.
 - A. The Director shall make the final decision.
- 8) Other responsibilities of the local unit of government.
 - a) The boundaries of the area described in the LWC shall be marked with signs and/or with buoys and maintained by the local unit of government.
 - i) The local unit of government is responsible for the purchase, placement, maintenance and removal of all signs and buoys.
 - ii) All buoys must be placed as provided in a permit [Application for Permit to Place Buoys/Beacons in Michigan Water {PR9203}](#) issued by the DNR and be in conformance with the [State Uniform Waterway Marking System](#).
 - iii) Buoys shall not be placed in a commercial shipping channel.
 - b) Any state, county or local law enforcement officer having jurisdiction over the controlled area can enforce the LWC or ordinance.
 - i) A LWC or ordinance is only enforceable when clearly and properly marked.
 - c) It is recommended the local unit of government post signs at any public launches, marinas and beaches educating boaters of the LWC or ordinance.
 - d) It is recommended the local unit of government post information on their website and social media platforms educating boaters of the LWC or ordinance.
- 9) A LWC or ordinance can only be requested for waters within the jurisdictional boundaries of a local unit of government.

10) If a body of water is within multiple jurisdictions, each local unit of government shall follow this process to request a restriction within their jurisdiction.

11) Local units of government can email their requests to DNR-LED-RecSafety@michigan.gov or mail them to:

DNR-LED
P.O. Box 30031
Lansing, MI 48909
Attn: Boating Law Administrator

Submitting an application and resolution does not guarantee the approval of a LWC.



City Council Agenda Item Report

FROM: Ryan Cummins, City Manager

MEETING DATE: March 19, 2025

SUBJECT: Resolution No. ____ - A Resolution Providing City Council's Public Comment to the United States Army Corps of Engineers on Northshore of Saugatuck, LLC's Permit to Build a Boat Launch

DESCRIPTION:

At the February 19 workshop, Council reviewed a request from the Saugatuck Dunes Coastal Alliance (Coastal Alliance) that the City provide comments via resolution and/or letter to the Army Corps of Engineers related to an application by North Shores of Saugatuck LLC, for a permit to install a boat ramp in the Kalamazoo River.

Saugatuck Township advised they will not be submitting comments as they view this as an improvement of an existing piece of infrastructure that is for private use and the Township defers to EGLE for decisions on launch permits.

The Michigan Environment, Great Lakes, and Energy is considering the request and conducted a public hearing last summer. The video of the hearing can be viewed here: https://www.youtube.com/watch?v=C4X8U6IA_TM

Council requested that a resolution be drafted that opposes the proposed ramp. Attached is a draft resolution for Council consideration.

BUDGET ACTION:

None at this time.

LEGAL REVIEW:

Legal prepared the draft resolution and will be at your meeting for any questions.

SAMPLE MOTION:

Motion to approve Resolution No. ____ - A Resolution Providing City Council's Public Comment to the United States Army Corps of Engineers on Northshore of Saugatuck, LLC's Permit to Build a Boat Launch

**CITY OF SAUGATUCK
COUNTY OF ALLEGAN
STATE OF MICHIGAN**

RESOLUTION NO. _____

**A RESOLUTION PROVIDING CITY COUNCIL’S PUBLIC COMMENT
TO THE UNITED STATES ARMY CORPS OF ENGINEERS ON NORTSHORE OF
SAUGATUCK, LLC’S PERMIT TO BUILD A BOAT LAUNCH**

Council Member _____ offered the following resolution and moved for its adoption, seconded by Council Member _____.

WHEREAS, NorthShore of Saugatuck, LLC has applied for a United States Army Corps of Engineers (the “USACE”) permit (with USACE review file no. LRE-2010-00304-52-N24) under Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act to build a permanent boat launch located in the Kalamazoo River, near the mouth of the Kalamazoo in Saugatuck Township (the “Township”), Michigan.

WHEREAS, the site is located upland at 3574 Dugout Road and 6500 135th Avenue, Allegan County, Michigan 49453.

WHEREAS, the City’s jurisdictional boundaries, including its jurisdiction and control over the Kalamazoo River that exists within the City’s boundaries, is near to the proposed boat launch.

WHEREAS, the City further owns extensive acreage held as public lands with substantial frontage on the Kalamazoo River that is directly south of the proposed boat launch.

WHEREAS, NorthShore of Saugatuck, LLC previously applied for a USACE (review file no. LRE-2010-00304-52-517-2) and Michigan Department of Environmental and Great Lakes (“EGLE”) (EGLE Submission Number HPF-78A-RGC7Q) permit for the construction of a marina basin in the same location, both of which were denied in February 2024.

WHEREAS, the proposed boat launch is one component of NorthShore of Saugatuck, LLC’s larger development project, that once included the rejected marina basin project, and is posed to bring significant impacts to the Kalamazoo River Mouth area.

WHEREAS, the City opposes the proposed boat launch for similar reasons it opposed the marina basin project, and reiterates those concerns below.

WHEREAS, the adverse impacts associated with the boat launch are similar and are likely to exceed those associated with the marina basin project.

WHEREAS, the City has interests, as reflected below, that are impacted by developments in the area, including the City's interests as a fiduciary in holding public lands in trust for its community and representing the general interests of the public within the City.

WHEREAS, the USACE is required to take into account the effects of proposed undertakings on historic properties both within and beyond waters of the United States.

WHEREAS, the USACE provided further Public Notice on December 3, 2024, specifically regarding Section 106 to seek input on historic properties issues regarding the subject application pursuant to Section 106 of the National Historic Preservation Act and pursuant to 33 CFR 325, Appendix C.

WHEREAS, in response to the Public Notice and the understanding that the USACE will still consider public comment as part of the open application, City Council desires to provide public comment on the pending application and stress the importance of the USACE to carefully review and weigh the public interest factors as well as historic preservation of the historic and cultural history at and around the proposed location as set forth below.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. In its evaluation of permit applications, the USACE will conduct a public interest review in which "due consideration shall be given to" a "local agency having jurisdiction or interest over the particular activity" and the USACE will consider "those official views as a reflection of local factors of the public interest."¹
2. It is true that "[w]hen private enterprise makes application for a permit, it will generally be assumed that appropriate economic evaluations have been completed, the proposal is economically viable, and is needed in the market place. *However, the district engineer in appropriate cases, may make an independent review of the need for the project from the perspective of the overall public interest*" (emphasis added).²
3. In every application, the USACE will consider "[t]he extent and permanence of the beneficial and/or detrimental effects which the proposed structure or work is likely to have on the public and private uses to which the area is suited."³
4. With regard to "other Federal, state, or local requirements," "where the required Federal, state and/or local authorization and/or certification has been denied for activities which also require a Department of the Army permit before final action has been taken on the Army permit application, the district engineer will, after considering the likelihood of subsequent approval of the other authorization and/or certification and

¹ 33 CFR § 320.4.

² *Id.*

³ *Id.*

the time and effort remaining to complete processing the Army permit application, either immediately deny the Army permit without prejudice or continue processing the application to a conclusion. If the district engineer continues processing the application, he will conclude by either denying the permit as contrary to the public interest, or denying it without prejudice indicating that except for the other Federal state or local denial the Army permit could, under appropriate conditions, be issued.”⁴

5. The City, as a “local agency having jurisdiction or interest over the particular activity,” finds that the proposed excavation to build a boat launch within the Critical Dune Area adjacent to the Kalamazoo River appears “contrary to the public interest.”
6. The City finds that the cumulative, permanent detrimental impacts of the excavation and construction of the proposed boat launch on the Tri-Community tourist-based economy (City of Saugatuck, City of the Village of Douglas, and Saugatuck Township) far outweigh any possible economic benefit. The City therefore questions that the boat launch is clearly “needed in the market place.”
7. The City finds that the Tri-Community tourist-based economy relies on the preservation of the historical, ecological, and cultural values in the river mouth area, which appear will be impacted by the proposed boat launch.
8. The City finds that the proposed boat launch has the potential of impacting well-established “public and private uses to which the area is suited,” including public lands held by governmental agencies to the north and south of the proposed boat launch.
9. With regard to “other Federal, state, or local requirements,” the City only notes that litigation continues between the Saugatuck Dunes Coastal Alliance and Saugatuck Township regarding local approvals related to the boat launch.

THE PROPOSED BOAT LAUNCH IS INCONSISTENT WITH PAST AND CURRENT USES OF THE KALAMAZOO RIVER MOUTH AREA

10. USACE’s assumption in its December 3, 2024, letter to consulting parties that the primary use of the site is a marina is misguided.
11. The proposed boat launch will diminish the aesthetic of the surrounding landscape, the purpose of which is to preserve history, nature and recreation, while promoting the local tourism industry.
12. The proposed boat launch is inconsistent with past and current uses of the River Mouth Area, including Broward Marine’s use of the site as a boat lift.
13. Broward Marine was issued a Special Land Use Variance on April 27, 1977, the company utilized the site to launch its newly manufactured boats.

⁴ *Id.*

14. Broward Marine utilized the site for a total of 27 years and ceased launching boats in 2004.
15. The claim that the site is currently used as a gravel launch is misplaced, instead, the site had previously housed a boat lift to launch Broward Marine's newly manufactured boats.
16. On average, Broward Marine launched three boats per year during its use of the site (1977-2004), which is inconsistent with the proposed high intensity boat launch, described below.

**OPERATIONAL AND SAFETY CONCERNS: THE PROPOSED PROJECT WILL HAVE AN
ADVERSE EFFECT ON THE SAFETY AND NAVIGABILITY OF THE KALAMAZOO
RIVER MOUTH**

17. The proposed boat launch is a part of Northshore LLC's larger development project, that has resulted in the construction of over 65 boat storage units, each capable of housing several large boats.
18. Based on the above, the proposed boat launch could service more than 100 boats each year, double that of what was contemplated in Northshore LLC's rejected marina basin project.
19. The proposed boat launch site is located at a section of the Kalamazoo River Mouth that already poses significant navigational difficulties and is regularly used by the Star of Saugatuck boat tours.
20. The Kalamazoo River Mouth area is vulnerable to adverse weather events that, if coupled with an increase in marine traffic and navigability issues that would arise from the proposed boat launch, would significantly increase the likelihood of an accident and would pose an unacceptable risk to public safety.
21. The Kalamazoo River Mouth is also unsuited for boats to loiter while waiting to use the proposed boat launch, such that the "stacking" of boats waiting to use the launch would exponentially increase the chances of an accident beyond the other factors mentioned here.
22. The proposed boat launch does not include the requisite support infrastructure, including available parking areas for motor vehicles and boat trailers, to sustain the orderly operation of a high intensity boat launch and will negatively impact the public peace.
23. The City finds the proposed boat launch will have an adverse effect on the safety and navigability of the Kalamazoo River Mouth area due to a significant and unsustainable increase in marine traffic.

HISTORY OF THE TRI-COMMUNITIES' VALUES AND TOURIST ECONOMY: THE
BOAT LAUNCH IS "CONTRARY TO THE PUBLIC INTEREST" AND NOT "NEEDED IN
THE MARKET PLACE"

24. The Tri-Communities have a 137-year history of deliberately building a tourist-based economy centered on the *preservation* and *conservation* of public open space in the river mouth area.
25. In 1884, the Village of Saugatuck—the former governmental entity prior to incorporation of the Village into the now City of Saugatuck—purchased Mount Baldhead and the lake frontage to the west. The lake frontage would eventually become Oval Beach. Stairs up the east side of the dune and a pavilion at the bottom were built to attract tourists to the area.
26. In 1920, Thomas Eddy Tallmadge purchased 105 acres of forested dunes surrounding the Ox-Bow School of Art. To protect the school and land, Tallmadge made arrangements with the City to preserve the land as green space in times the school did not operate.
27. In 1936, the City opened Oval Beach.
28. In 1957, the National Park Service conducted a survey of potential park sites along Lake Michigan. The Park Service wrote in its study: "[b]y virtue of its fine beaches (Oval Beach) and scenic hinterlands, Saugatuck has a high public use value. . . . *Immediate steps should be taken to safeguard these values in order to meet the recreation demands of this region*" (emphasis added).
29. Between 1977 and 1988, local citizens worked to establish Saugatuck Dunes State Park and Natural Area.
30. In 1977, the Natural Areas Conservancy of West Michigan ("NACOWMI") acquired a 300-acre parcel, known as the Luther-Uhl property, which was adjacent to what would become the Saugatuck Dunes State Park.
31. Around this time, the State acquired 550 acres from the Augustinian Seminary. It kept 40 acres of this land for the operation of a prison and gave the remainder of the land to the Department of Natural Resources ("DNR").
32. Following its acquisition of the land, it advocated for the Luther-Uhl land to be protected as a natural area for scientific study.
33. Following this, the DNR announced its state park plan which called for a 1,500-car parking lot on the beach and an off-road vehicle area. ***The local response was immediate and unanimously negative.***

34. The DNR withdrew its state park plan and allowed for the formation of a citizen's advisory committee to draft a master plan for Saugatuck Dunes State Park. ***This was the first time a citizen's advisory committee was entrusted to create a State Park Master Plan.***
35. Patty Birkholz, a Parks Commissioner from the Township, was appointed Chair of the committee.
36. The committee's Master Plan called for a ***low-impact nature study*** and prohibited overnight camping—a rare prohibition in the state park system.
37. The Master Plan included detailed expansion plans for acquiring, among other lands, those around the proposed boat launch, including the NorthShore of Saugatuck property. These plans called for an expanded natural area and designated historic site where the buried ghost town of Singapore lies.
38. The Master Plan required the Luther-Uhl property to be legally designated as a Natural Area.
39. The citizens charged with drafting the Master Plan worked with the conservancy community, the DNR, and the State for six years to ensure the protection of the land. In 1982, the Master Plan was unanimously approved by the Natural Resources Commission.
40. In January 2004, *the DNR received over 100 individual letters supporting a proposed expansion of the Saugatuck Dunes State Park to include the Denison property, which then became the Singapore Dunes LLC property and most recently became the NorthShore of Saugatuck property.*
41. Between the years 2003 and 2005, the communities of the City of Saugatuck, the City of the Village of Douglas, and Saugatuck Township came together for a series of meetings to discuss and debate land use issues and future development. This meeting led to the publication of the 2005 Tri-Community Master Plan (the “2005 Master Plan”), which focused on protecting the historical, ecological, and cultural values that drive the tourist-based economy.
42. During this period of time, there were two townhall-style meetings, as well as the collection of data from a community survey. Almost every other resident in the community responded.
43. The 2005 Master Plan was unanimously approved by the City of Saugatuck, the City of the Village of Douglas, Saugatuck Township, and Allegan County.
44. To put the 2005 Master Plan into place, the municipalities took several actions towards protecting the natural areas.

45. In 2007, the Tri-Communities placed a conservative easement onto Tallmadge Woods Nature Preserve.
46. In 2009, the Tri-Communities assisted in the \$20 million public acquisition of the Saugatuck Harbor Natural Area. A grant of \$10.5 million from the Michigan Natural Resources Trust Fund was the largest public grant ever extended by this state fund.
47. In 2010, the City voters passed a millage to tax themselves for better support of the natural resources' local zoning protections.
48. In 2010, local organizations applied to have the Wild Heart of Saugatuck, an area including the river mouth, added to the National Trust for Historic Preservation's annual list of America's 11 Most Endangered Places.
49. Lana Pollack, former Chair of the Michigan Natural Resources Trust Fund Board, submitted the following letter to the National Trust for Historic Preservation in support of the designation and opposed to Northshore LLC's previous marina proposal, primarily in hopes of protecting the state's investment:

My own valuation of this area is best demonstrated by the recent MNRTF decision to grant \$10.5 million to protect a portion of the land now representing a significant part of this application. The grant approved in December 2009 is one of the largest MNRTF has ever made and is a particularly impressive commitment given the intense competition from other worthy applicants that year. Support for the grant did not come easily, but not because of a questioned worth of the project – 171 acres of critical dunes with globally imperiled inter-dunal wetlands, habitat that is home to several threatened and endangered species. The project's value was undoubtedly enhanced by its immediate proximity to Saugatuck's Oval Beach, the Saugatuck Lighthouse Cottage and the Ox-Bow School of Art. Although MNRTF is focused on saving natural landscapes, we also recognized in this case the historic and cultural context of the particular 171 acres that our grant was supporting.

The designation that we now seek from the National Trust for Historic Preservation is needed because of the threat of development on the parcel immediately north of the Saugatuck Harbor Natural Area. The current proposal calls for a major marina development with a suggested nine story hotel, restaurants, retail businesses as well as a 70 slip marina near the site of the buried ghost town of Singapore – all prohibited by current zoning. *If completed, the proposed development's impact on MNRTF's investment of \$10.5 million still leaves me concerned that our public investment may become mostly the enhanced viewscape for a commercial development.*

Fortunately, the history of preservation of the Saugatuck Dunes is strong. In the 1940's the State of Michigan looked at constructing a State Park at the mouth of the Kalamazoo River. In the 1950's the National Park Service surveyed the Saugatuck Dunes for its potential as a National Lakeshore. In the 1980's area citizens worked together to draft the Master Plan for the Saugatuck Dunes State Park and Natural Area. This followed the initial plan from the state DNR that called for paved roads and a parking plot on the beach, which was met with near unanimous resistance. Since that time several additional key parcels have been placed into conservation easements or turned into parks; historic buildings have been acquired by the local Historical Society; and progressive planning has established a Lakeshore Open Space District designed to better protect the historic and ecological treasures along the river and lakeshore.

It was with this in mind – the long and determinedly fought history of protecting the Saugatuck Dunes – that I felt comfortable urging MNRTF to award the \$10.5 million grant. The tenacious commitment of the local community to protect the Saugatuck Dunes' many historic, cultural and ecological resources ultimately held more sway than the threat of a developer's legal war chest to overturn protective zoning controls [emphasis added].

50. In 2016, the updated Tri-Community Master Plan (the “2016 Master Plan”) was released. The priority among the Tri-Communities remains: “Public acquisition of the Denison property on both sides of the Kalamazoo River is the top priority for the Tri-Communities.”⁵
51. Today, the City owns nearly 16,000 feet of water frontage in the River Mouth Area immediately adjacent to the proposed boat launch. A portion of this is the Saugatuck Harbor Natural Area, a 177-acre designated natural area/sanctuary held under the supervision of the City. The Saugatuck Harbor Natural Area has 570 feet of water frontage on the Kalamazoo River and nearly 6,200 feet of water frontage on the Old Harbor. All of this water frontage is in its natural state and does not have seawalls or riprap. The City also manages the Tallmadge Woods Nature Preserve, a 100-acre preserve with 6,200 feet of Kalamazoo River frontage and 2,900 feet of Old Harbor water frontage.
52. The Saugatuck Harbor Natural Area and the Tallmadge Woods Nature Preserve connect with Saugatuck's Oval Beach and Mount Baldhead Park, together comprising 415 acres of park land and natural areas. These areas are all managed as low-impact natural areas to ensure the protection of the ecological, historical, and cultural values that drive Saugatuck's tourism-based economy. These areas are indispensable to the economic well-being of the City of Saugatuck, the City of the Village of Douglas, and Saugatuck Township (the “Tri-Communities”).

⁵ City of Saugatuck, et al., Tri-Community Master Plan 9-6 (2016).

53. The NorthShore of Saugatuck development and management may directly affect these natural areas and sanctuaries that the City manages for the benefit of the community.
54. Because of its effect on the low-impact natural areas and City-owned property, the NorthShore of Saugatuck development may have significant impacts on the Tri-Communities' tourist-based economy.
55. Among the goals listed in the 2016 Master Plan is the goal to "[p]rotect special environments and open spaces, including but not limited to sand dunes, wetlands, and critical wildlife habitat, from the harmful effects of incompatible development activity by limiting the type and intensity of land development in those areas."⁶
56. The 2016 Master Plan also outlines the goal to "[g]uide development in a manner which is orderly, consistent with the planned expansion of public facilities, and strives to preserve the scenic beauty, foster the wise use of natural resources, protect environmentally sensitive areas, and enhance the special character of the Tri-Communities."⁷
57. The 2016 Master Plan states that "[t]hese joint goals and policies are premised on a pledge by Saugatuck Township, the City of Saugatuck, and the City of the Village of Douglas to mutually cooperate in guiding future development to advance a common vision. It is intended that these goals and policies be consulted when considering future land use decisions within an individual jurisdiction, as well as those decisions that affect the interests of more than one jurisdiction."⁸
58. The goals and policies in the 2016 Master Plan "are premised on a pledge by Saugatuck Township, the City of Saugatuck, and the City of the Village of Douglas to mutually cooperate in guiding future development to advance a common vision."⁹
59. The goals and policies outlined in the 2016 Master Plan and those outlined by the City here represent a "local agency having jurisdiction or interest over the particular activity" and should be considered "as a reflection of the local factors of the public interest."¹⁰
60. The 2016 Master Plan articulates the economic public interest in preserving the river mouth area of the Kalamazoo River for "low-impact development" or public open space.¹¹

⁶ City of Saugatuck, et al., Tri-Community Master Plan 1-12 (2016).

⁷ *Id.* at 1-4.

⁸ *Id.* at 1-2.

⁹ *Id.*

¹⁰ 33 CFR § 320.4(j)(1).

¹¹ See, generally, City of Saugatuck, et al., Tri-Community Master Plan (2016).

61. The City considers the 2016 Master Plan to be “a reflection of local factors of the public interest.” The 2016 Master Plan states “[t]hese joint goals and policies are premised on a pledge by Saugatuck Township, the City of Saugatuck, and the City of the Village of Douglas to mutually cooperate in guiding future development to advance a common vision. It is intended that these goals and policies be consulted when considering future land use decisions within an individual jurisdiction, as well as those decisions that affect the interests of more than one jurisdiction.”¹²
62. Specifically, the City considers the following 36 excerpts from the 2016 Master Plan to be “a reflection of local factors of the public interest”:
- a. “Goal: Guide development in a manner which is orderly, consistent with the planned expansion of public facilities, and strives to preserve the scenic beauty, foster the wise use of natural resources, protect environmentally sensitive areas, and enhance the special character of the Tri-Communities.”¹³
 - b. “Policy: Insure compatible land use planning and zoning across municipal borders and minimize land use conflicts by separating incompatible uses and requiring buffers where necessary.”¹⁴
 - c. “Policy: Support efforts to foster tourism by preserving the scenic beauty of the environment, expanding recreational opportunities, improving tourist attractions, preserving the historic character of the communities through the preservation of historic structures, expanding cultural and arts opportunities and encouraging development of promotional material which highlight the attractions of the Tri-Communities.”¹⁵
 - d. “Goal: Encourage planning efforts based on the understanding, knowledge and respect for the Tri-Community’s historical and cultural resources.”¹⁶
 - e. “Policy: Discourage the development of high intensity residential uses along the waterfront.”¹⁷
 - f. “Goal: Protect special environments and open spaces, including but not limited to sand dunes, wetlands, and critical wildlife habitat, from the harmful effects of incompatible development activity by limiting the type and intensity of land development in those areas.”¹⁸

¹² *Id.*

¹³ *Id.* at 1-4.

¹⁴ *Id.* at 1-5.

¹⁵ *Id.* at 1-6.

¹⁶ *Id.* at 1-10.

¹⁷ *Id.* at 1-12.

¹⁸ *Id.*

- g. “Policy: Identify development limitations on special environments which classify environments based on their value to the ecosystem, unique attributes, the presence of endangered plant and wildlife species, and other characteristics deemed significant.”¹⁹
- h. “Policy: Encourage acquisition of special environments of significant public value by public agencies or nonprofit conservancy organizations for the purpose of preservation.”²⁰
- i. “Policy: Prepare and maintain a subarea plan for the Oxbow Peninsula including the [NorthShore of Saugatuck Property] ‘Denison Property.’”²¹
- j. “Policy: Promote the preservation of open spaces and natural areas, as well as limited, carefully planned development along the Kalamazoo River, Kalamazoo Lake, Silver Lake, Goshorn Lake, and Lake Michigan and connecting streams, creeks, and drainage ways to protect and enhance the scenic beauty of these waterfront areas.”²²
- k. “In 2002 the City of Saugatuck completed a strategic plan for purposes of future growth and development and efforts involved an examination of local tourism and public opinion. The following data was secured from the plan’s survey of visitors to the area, and provides useful information considered applicable to each of the Tri-Communities when considering economic and recreational impacts on the area. . . Activities – beach (40%), dune rides (12%), and boating (11%) Spending Patterns - \$500 to \$599 (median range), 15% spend +\$1,000. . .”²³
- l. “The primary reasons people visit or live in the three communities are to enjoy the scenery and recreational opportunities and to live in a picturesque, safe place while they commute to nearby (or distant) urban centers. Beach recreation, boating and other water activities, shopping, art galleries and enjoying the scenery are the primary attractions for both tourists and year-around residents. While agriculture, industry and tourism are important economic sectors represented in the Tri-Communities, *tourism is king*” (emphasis added).²⁴

¹⁹ *Id.*

²⁰ *Id.*

²¹ *Id.*

²² *Id.* at 1-13.

²³ *Id.* at 2-8.

²⁴ *Id.* at 3-1.

- m. “Mature trees represent a valuable resource in maintaining the aesthetic character of the area, not to mention their overall importance to wildlife and the natural environment. *In particular, the wooded sand dunes along the Kalamazoo River and Lake Michigan, and those buffering adjacent uses from I-196, are especially important. They should be managed to insure their long term existence*” (emphasis added).²⁵
- n. “A large portion of the lakeshore both north and south of the mouth of the Kalamazoo River is undeveloped or very sparsely developed. *A portion of this segment of the shoreline is in public ownership as Oval Beach Park. In 2011, the City of Saugatuck completed its acquisition of the 173 acres of natural dunes and 3,650 feet of undeveloped Lake Michigan Shoreline, formerly owned by the Denison family, between the south Kalamazoo River pier and Oval Beach City Park. This was made possibly through a partnership between the City; the Land Conservancy of West Michigan; a 10.5 million grant from the Michigan Natural Resources Trust Fund; The Nature Conservancy; The Conservation Fund; and generous private donors.* The Saugatuck Harbor Natural Area, as it is now called, is open year round for low impact uses such as hiking, fishing, bird watching and beach combing.”²⁶
- o. “The Tri-Community area is rich in cultural, and historical points of interest and many archaeological sites can be found throughout the area. Leading economists and forward-thinking governmental leaders have recognized the social and economic value of promoting and preserving cultural and historic assets. The state of Michigan has made community cultural; planning a key part of its most publicized and marketed economic development strategies: the ‘smart growth’; ‘heritage/cultural tourism’; and ‘cool cities’ initiatives.”²⁷
- p. “Archaeological sites are of particular scientific value to the fields of anthropology, ecology and biology, and may have historic or ethnic significance as well. There are 120 archaeological sites scattered throughout the Tri-Community area, mostly related to Ottawa and Potawatomi cultures. Their exact locations have not been disclosed by the Bureau of history to protect them from exploitation. One of these sites, the Hacklander Site, located in Section 23 is listed on the National Register of Historic Places and has components representing Middle and Late Woodland periods. *A second important site is the old Singapore site located at the north edge of the ‘new’ (1906) harbor channel. Recipients of Federal assistance must ensure that their projects avoid damage or destruction of significant historical and archaeological resources.* The Michigan Bureau of History reviews these projects to assess their impact on archaeological sites” (emphasis added).²⁸

²⁵ *Id.* at 4-23.

²⁶ *Id.* at 5-7.

²⁷ *Id.* at 5-9.

²⁸ *Id.* at 5-11.

- q. “Parks, recreation, and open space are essential to the quality of life of area residents, and are an important component of the local tourist economy. They enhance property values, as well as physical and psychological well-being.”²⁹
- r. “According to the 2004 community opinion survey, following was the response to the question of whether the respondent would support the additional recreation-related activities even if it meant an increase in general property taxes. . . . The greatest support among recreation-related topics was for better water quality with 62.5%, bike lanes/pathways with 60.5% support and *parks and recreation at 50.9%. When citizens express a willingness to pay higher taxes for a service that is very significant*” (emphasis added).³⁰
- s. “Recreation is important to the Tri-Communities and the visual experience of the community is tied to the recreational experience. Residents like to live in the Tri-Communities, in part, because it is a uniquely attractive location. *Tourists visit and spend money in the Tri-Communities based in part on the visual experience. Natural features and open spaces are important components of the Tri-Communities*, contrasting with the concentrated, developed areas of the City of Saugatuck and the City of the Village of Douglas. The compact, strong identities of the City and Village are enhanced when natural, open spaces surround the two communities. Water is one of the natural features surrounding the City and Village and helping to give them form and identity. Wetlands, woodlands, farms and parks are other existing natural features that currently contribute to natural open space.”³¹
- t. “Tourists have always been attracted to the area, but tourism is now the number one economic activity. . . . Consequently, how the waterfront is used will be of crucial importance to the future of the Tri-Community area.”³²
- u. “*Although waterfront lands have high revenue generating potential, a major attraction of both the Lake Michigan and Kalamazoo River **waterfronts is their scenic, natural shorelines composed of forested sand dunes and large wetland areas.** Should these natural areas be greatly damaged or destroyed through inappropriate development, then the ‘goose that laid the golden egg’ will be dead. It is essential that the natural beauty of the waterfront be maintained along the Lake Michigan shoreline, the Kalamazoo River from the channel to Saugatuck, and from the Blue Star Highway Bridge inland*” (emphasis added).³³

²⁹ *Id.* at 7-1.

³⁰ *Id.* at 7-18.

³¹ *Id.*

³² *Id.* at 8-1.

³³ *Id.* at 8-1 through 8-2.

- v. “This plan seeks to define a balance between competing uses. It places protection of the natural environment at first and foremost in making future land use decisions along the Lake Michigan and Kalamazoo River waterfronts. The ultimate goal is to minimize disruption of the natural environment so that new development and redevelopment is in harmony with the environment, rather than in conflict with it. Alteration of existing natural features should be very limited, and with mitigation to provide the same values and functions nearby.”³⁴
- w. “Under the state Wilderness, Wild, and Natural Areas Program (Part 351 of the Natural Resources and Environmental Protection Act of 1994), the DNR is charged with identifying, dedicating and administering wilderness, wild and natural areas. Within the Saugatuck region, the DNR has dedicated the Saugatuck Dunes Natural Area to protect the unique dune ecosystem of open dunes, blowouts, interdunal wetlands and wooded dunes, Pitcher’s Thistle occurs within the area and is listed as a threatened species by both the state and federal government. The Saugatuck Dunes Natural Area is within Saugatuck Dunes State Park. Sensitive dune ecosystems also occur in the dune areas on either side of the Kalamazoo River mouth at Lake Michigan. This area is planned for protection but details have yet to be finalized. Management would likely be the responsibility of the City of Saugatuck, Saugatuck Township and the State Park. The entire Kalamazoo River, including the Saugatuck/Douglas area is designated as an area of particular concern by the DNR. Areas of particular concern are those having scarce resources, unusual scenic beauty, unusual economic value, recreational attractions, or some combination of the above. They are only located in coastal areas. Altering the environment in an area of ‘particular concern’ could have a significant impact on the quality of coastal and Great Lakes waters.”³⁵
- x. “As has been emphasized throughout this Plan, *the natural beauty of the waterfront has much to do with the attraction of the Tri-Community area*” (emphasis added).³⁶
- y. “***Several vistas have public values that deserve protection. These include the entry into and exit from Lake Michigan on the Kalamazoo River***, the view from Mount Baldhead, the view of Kalamazoo Lake from both ends, and approaches to the Kalamazoo River Bridge” (emphasis added).³⁷
- z. “In seeking to balance economic development with environmental protection, the concept of carrying capacity should be a major consideration. If the carrying capacity of land or water is exceeded, then activities cannot be undertaken without unacceptable impacts on users, the environment, or both. Impacts can

³⁴ *Id.* at 8-2.

³⁵ *Id.* at 8-6.

³⁶ *Id.* at 8-25

³⁷ *Id.*

include increased trip times, decreased safety, pollution, loss of open space, and many other considerations. The key is prevention of overuse by limiting intensity of use on adjoining lands and regulating surface water use. Environmental protection must be a leading principle in making future land use decisions along the waterfront. Environmentally sensitive areas such as sand dunes, wetlands, high risk erosion areas, floodplains, and key woodlands should be protected from unnecessary destruction. Development should complement rather than destroy these areas and their values. By doing so the environmental quality of the air and water will be improved, wildlife habitat will be preserved, scenic values will be protected, and the character of the area will be maintained. Some new intensive shoreline development will be desirable and necessary, but the balance should not be disproportionately on the side of new tax base as it has been for the past three decades. Opportunities to enhance the waterfront should be seized. Parks and open spaces should eventually be linked with other public places.”³⁸

- aa. “Protection mechanisms, like the Natural River designation, should be recognized for the ancillary benefits they bring to the community.”³⁹
- bb. “Good land use planning is essential to the future quality of life in the Tri-Communities. Actual future land uses are difficult to predict and guide to achieve desired results. A future land use map and plan expresses local and use goals and policies and provides a land use scenario which a community may use as a physical guide. Goals and policies, in turn, drive land use and development decisions.”⁴⁰
- cc. “The following planning and design principles are the technical foundation in support of the proposed land use arrangements graphically depicted on the Future Land Use Map. These principles are consistent with the goals and policies in Chapter 1 and should remain the basis for reviewing any subsequent changes to the proposed Future Land Use Map. These planning principles are:
 - Protection of public health and safety
 - *Conservation of natural resources*
 - *Environmental Protection*
 - Minimizing public service costs
 - Efficiency and convenience in meeting land use needs
 - *Insuring compatibility between land uses*” (emphasis added).⁴¹

³⁸ *Id.* at 8-25 through 8-26.

³⁹ *Id.* at 8-27.

⁴⁰ *Id.* at 10-1.

⁴¹ *Id.* at 10-1.

- dd. “Failure to consciously protect nonrenewable natural resources exposes a community to unbridled destruction of those resources which are the foundation for an area's character and quality of life. Conservation of natural resources usually focuses on: land, water, minerals, certain soils (such as prime farmland), wetlands, sand dunes, areas supporting an abundance and diversity of wildlife, and unique forested lands. Areas where the land and the water meet are the most important. Indiscriminate land subdivision frequently reduces the size or alters the shape of land, thereby compromising the resource value and production potential of those lands. This occurs frequently in prime agricultural areas and once lost, these lands may never be reclaimed for food production purposes.”⁴²
- ee. “This principle aims at preventing pollution, impairment or destruction of the environment. While there is considerable overlap with natural resource conservation issues, environmental protection measures focus primarily on air and water quality, and the impact of activities where the water meets the land. Environmental quality is best preserved by planning for appropriate land use activities in and near sensitive environmental areas, and managing development accordingly.”⁴³
- ff. “A central objective of land use planning is to locate future land uses so that they are compatible with one another. This prevents future nuisance situations between adjacent land uses, such as loud sound, ground vibrations, dust, bright lights, restricted air flow, shadows, odors, traffic, and similar impacts.”⁴⁴
- gg. “Other natural resource areas include sand dunes, wetlands, floodplains, streams, creeks and drains, the Kalamazoo River, Lake Kalamazoo, and areas at high risk of erosion along Lake Michigan. ***These areas are proposed for very limited future development in keeping with their fragility and importance in buffering Lake Michigan storms***, filtering and storing water during periods of flooding, draining stormwater from land, providing habitat for a wide range of plants and animals, and for their wide ranging open space values. ***Destroying these resources would destroy the essential qualities which continue to attract residents and tourists to the area.*** If conserved and wisely used, waterways and farms will become a natural greenbelt system that continues to enhance the area for years to come. Local zoning ordinances should be reviewed to ensure they include adequate conservation practices” (emphasis added).⁴⁵

⁴² *Id.* at 10-3.

⁴³ *Id.*

⁴⁴ *Id.* at 10-4.

⁴⁵ *Id.*

- hh. “The R-3 Lakeshore Residential Zoned District is that area of the township where controls are placed upon the use and development of areas adjacent to the shoreline of Lake Michigan *so as to preserve the shoreline as a natural resource to prevent and/or control erosion and to maintain the aesthetic qualities of the area*” (emphasis added).⁴⁶
- ii. “Public acquisition of the Denison property on both sides of the Kalamazoo River is the top priority for the Tri-Communities.”⁴⁷
- jj. “While the above priority initiatives are being implemented, the matters that come before planning commissions and governing bodies month-to-month will permit many opportunities to implement key policies in this Plan (see policies in Chapter 1). Following are key strategies that should be implemented at every opportunity through local zoning, subdivision regulations and capital improvement programs. Many may first require updates to existing Zoning Ordinances. Most of the following strategies focus on preservation of the existing charter of the Tri-Communities:
 - Protect the natural environment of the area AND Protect the visual quality of and visual access to the waterfront.”⁴⁸

63. The City finds that, as a “local agency having jurisdiction or interest over the particular activity,” the boat launch will harm the firmly established tourist-based economy and the standards and interests of the community and therefore is “contrary to the public interest” and contrary to the well-established “public and private uses to which the area is suited.”

64. The City, based on the policies and goals accepted by the tri-communities, finds that such policies and goals demonstrate that the boat launch will pose negative impacts to the local environment, tourism, and use of the Kalamazoo River, and therefore is not “needed in the market place.”

HISTORIC LAND-USE AND PLANNING: THE HIGH INTENSITY BOAT LAUNCH IS NOT UNIFORM WITH “THE PUBLIC AND PRIVATE USES TO WHICH THE AREA IS SUITED”

65. The City finds that the 2005 Master Plan and the 2016 Master Plan reflect the “public and private uses to which the area is suited.”

⁴⁶ *Id.* at 10-12.

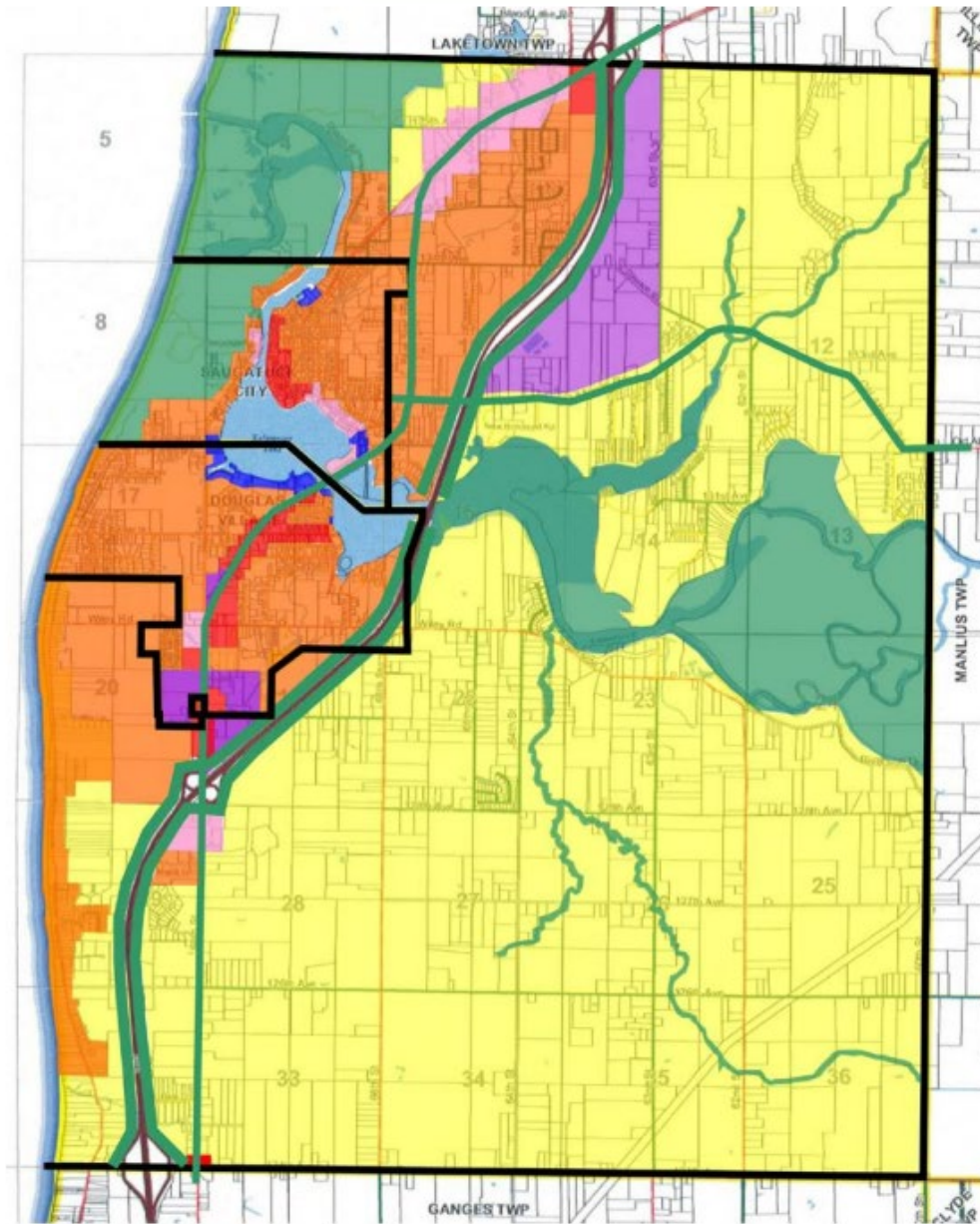
⁴⁷ *Id.* at 13-2.

⁴⁸ *Id.* at 13-5.

66. The 2005 Master Plan states: “The northwest corner of the Township, along with [] most of the land in Saugatuck west of the Kalamazoo lake should be preserved for public open space and the portion that remains in private ownership should be maintained for low intensity uses (like the art colony and church camp).”⁴⁹
67. The 2005 Master Plan and the 2016 master plan state: “Although waterfront lands have a high revenue generating potential, a major attraction of both the Lake Michigan and Kalamazoo River waterfronts is their scenic, natural shorelines composed of forested sand dunes and large wetland areas. Should these natural areas be greatly damaged or destroyed through inappropriate development, then the ‘goose that laid the golden egg’ will be dead. It is essential that the natural beauty of the waterfront be maintained along the Lake Michigan shoreline, the Kalamazoo River from the channel to Saugatuck, and from the Blue Star Highway Bridge inland.”⁵⁰
68. The 300-acre Patty Birkholz Natural Area is immediately adjacent to the proposed boat launch. It is one of only 20 legally designated natural areas in the State of Michigan, and the City finds its preservation as one of the preeminent natural areas in the State of great importance to the local community and City.
69. The Master Plan for Saugatuck Dunes State Park and Patty Birkholz Natural Area calls for a low-impact nature area.
70. The parking lot for these nature areas was situated to be as far from the natural area as possible to ensure no noise, vibrations, glare, or fumes would be introduced into this sanctuary. The proposed boat launch itself would be contrary to those extra efforts to maintain the natural area in pristine environmental condition and quality.
71. The City finds that the proposed boat launch is contrary to the well-established “public and private uses to which the area is suited.”
72. For reference, the City acknowledges that the following is the future land use map proposed by the 2016 Master Plan.

⁴⁹ City of Saugatuck, et al., Tri-Community Master Plan 10-7 (2005).

⁵⁰ *Id.* at 8-1 through 8-2; City of Saugatuck, et al., Tri-Community Master Plan 8-1 through 8-2 (2016).



Legend

- | | |
|---|--|
| Rural Low Density Single Family Residential/Agricultural | Commercial |
| Medium to High Density Single and Multi-Family Residential | Industrial |
| Mixed Use Residential/Commercial | Greenspace, Preserve |
| Waterfront Mixed Use | Highway Buffer |

CONCLUSION

73. The City, as a “local agency having . . . interest over the particular activity,” finds that the proposed boat launch is “contrary to the public interest.”
74. The City finds that the cumulative, permanent detrimental impacts of the construction of the proposed boat launch on property held by the City, adjacent natural areas, and on the Tri-Community tourist-based economy far outweigh any benefits from the construction of the boat launch. The City therefore finds that the boat launch is not necessary for development of the property at issue.
75. The City finds that the Tri-Community tourist-based economy relies on the preservation of the historical, ecological, and cultural values in the river mouth area.
76. The City finds that the proposed boat launch is contrary to the well-established “public and private uses to which the area is suited.”
77. The City finds that the proposed boat launch will create a significant increase in marine traffic at a vulnerable section of the Kalamazoo River Mouth and will create an unacceptable risk to public safety.
78. Based on the findings in this Resolution, the City of Saugatuck asks the United States Army Corps of Engineers to make an independent review of the need for the project from the perspective of the overall public interest.
79. Based on the findings in this Resolution, the City of Saugatuck asks the United States Army Corps of Engineers to strongly consider the public interest factors.

YEAS: Council Members:_____

NAYS: Council Members:_____

ABSTAIN: Council Members:_____

ABSENT: Council Members:_____

RESOLUTION DECLARED ADOPTED.

Dated:_____

Holly Anderson, Mayor

CERTIFICATION

I, Jamie Wolters, the City 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 _____, in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, for which the minutes of the meeting were kept and will be or have been made available as required by said Act.

Attest:

Jamie Wolters, City Clerk



City Council Agenda Item Report

FROM: Ryan Cummins, Interim City Manager

MEETING DATE: March 19, 2025

SUBJECT: Culver Street Parking Lot Operation Agreement

DESCRIPTION:

The agreement with Saugatuck Public Schools to operate the Culver Street lot is due for renewal.

Highlights of the agreement include:

- **Term:** The agreement covers Memorial Day weekend through Labor Day (May 23 – September 1, 2025) with potential extensions for specific events.
- **School District Responsibilities:**
 - Operate and manage the parking lot during designated times.
 - Issue parking passes, collect fees (up to \$10 per vehicle), and manage traffic within the lot.
 - Deposit all collected fees daily into a designated City account.
 - Provide liability insurance naming the City as additional insured.
- **Hours of Service:**
 - Regular hours: Friday (5PM-9PM), Saturday (9AM-9PM), Sunday (10AM-5PM).
 - Extended hours for City-sponsored events (Memorial Day, 4th of July, Venetian Festival, Labor Day) with specific dates and times outlined in the agreement.
 - Bonus days for Saugatuck Center for the Arts events.
- **City Responsibilities:**
 - Provide parking permit stickers.
- **Compensation:** School District receives 50% of the collected fees and City retains 50%.
 - The City Treasurer advised the following gross revenue was received the last several seasons:
 - 21 \$49,102
 - 22 \$56,634

- 23 \$66,055
- 24 \$56,921

LEGAL REVIEW:

The City Attorney reviewed the agreement language last year. The language remains the same except for date changes. The City Attorney will be at your meeting for any questions.

SAMPLE MOTION:

Motion to approve the 2025 Culver Street Parking Lot Operation Agreement.

CULVER STREET PARKING LOT OPERATION AGREEMENT

The CITY OF SAUGATUCK, a Michigan home rule city (the "City") and the SAUGATUCK SCHOOL DISTRICT, a Michigan Public School District (the "School District") agree as follows:

1. School District shall operate and manage the City-owned parking lot adjacent to the Saugatuck Center for the Arts located on Culver Street (the "Culver Street Parking Lot") from Memorial Day 2025 through Labor Day 2025 (hereinafter, the "Term"), as well as such other dates approved in advance by the City Council, subject to the terms and conditions of this Agreement.
2. School District shall be responsible to issue a parking pass, collect a parking fee (not to exceed \$10 per vehicle) for each vehicle seeking to park in the Culver Street Parking Lot, manage traffic within the Culver Street Parking Lot and provide labor to perform these functions. School District shall provide such services for the year 2025, between Memorial Day and Labor Day, at the following times (the "Regular Hours of Service"):

Friday	5PM-9PM
Saturday	9AM-9PM
Sunday	10AM-5PM

The Regular Hours of Service shall be modified or extended as noted below to cover the following specific City- sponsored activities:

Memorial Day Activities

• May 23	5PM-10PM
• May 24	9AM-10PM
• May 25	10AM-5PM
• May 26	10AM-5PM

4th of July Activities

• July 4	9AM-10PM
• July 5	9AM-10PM
• July 6	10AM-9PM

Venetian Festival Activities

• July 25	4PM-10PM
• July 26	9AM-10PM
• July 27	10AM-5PM

Labor Day Activities

• August 29	5PM-9PM
• August 30	9AM-9PM
• August 31	10AM-9PM
• September 1	10AM-5PM

Subject to the School District being able to cover additional dates, the Regular Hours of Service shall also be extended as noted below to cover the following bonus days for Saugatuck Center for the Arts events:

May 22	5PM-7PM
--------	---------

June 24, 25 & 26	5PM-8PM
July 1, 2, 3, 8, 9 & 10	5PM-8PM
August 12, 13, 14, 19, 20, 21, 26, 27, & 28	5PM-8PM

In the event of a conflict between the Regular Hours of Service and the times noted above for the City-sponsored activities, the times identified for the City-sponsored activities shall control.

The parties may mutually agree to modify the foregoing times of service. School District agrees that no fees shall be charged to residents of the City Saugatuck who display an Oval Beach season pass/sticker marked with "P" at the time of their use of the Culver Street Parking Lot. School District shall deposit 100 percent (100%) of all fees collected into a designated City account on a daily basis.

3. School District shall at all times be an independent contractor to the City pursuant to this Agreement and shall furnish any labor, equipment, materials, and signage required for its operation of the Culver Street Parking Lot. The City will, however, provide the parking ticket/stickers referenced above.
4. School District agrees that the City shall have the right, in its sole discretion, to terminate this Agreement at any time and without notice. Upon the expiration of the Term or such earlier date as provided for in this Agreement, School District shall immediately return to the City all unsold parking tickets/stickers. Within fourteen (14) days of such date, the City shall disburse to School District any compensation due to the School District up to the date of termination and School District shall have no further claim against the City. The City reserves the right to conduct a review of School District's operation of the Culver Street Parking Lot to ensure that there is no discrepancy between the number of parking passes/tickets issued (and also those that are returned to the City) and the fees collected and deposited into the City's account, and to ensure that users of the Culver Street Parking Lot have been properly charged for such use. In the event of any discrepancy, the City may offset the amount of such discrepancy against the amount to be disbursed to School District.
5. School District shall receive as compensation for its provision of services hereunder fifty percent (50%) of the fees collected from the operation of the Culver Street Parking Lot as authorized herein. City shall remit such payment(s) to School District in a manner, and at such times, reasonably agreed to by the parties.
6. School District will hold the City (including for purposes of this paragraph, its officers and employees) harmless from, indemnify it for and defend it (with legal counsel reasonably acceptable to the City) against any liability for damages, injury or other casualty and costs or expenses, including reasonable attorneys' fees, caused by or arising from any act or use or negligence by or of the School District or any of its agents, servants, visitors, volunteers, licensees or employees occurring during the term of this Agreement. Nothing in this agreement shall be construed as a waiver on behalf of the City of any governmental immunity, or any defense it would be entitled to under state or federal law.
7. School District shall maintain general liability insurance in amounts reasonably satisfactory to the City, unless School District supplements lower amounts with umbrella liability coverage, protecting School District and the City against any liability to third persons arising out of the performance of or failure to perform this Agreement. All policies shall name the City, including its officers and employees, as an additional insured. School District shall provide the City with copies of policies and/or certificates of insurance showing that such coverage is in place within 30 days of the execution of this Agreement.

8. This Agreement shall not be assigned, in part or in whole, without the prior written consent of the City in the City's sole and absolute discretion.
9. This Agreement is written pursuant to the laws of the State of Michigan and was made in Allegan County, Michigan. This is the entire agreement between the parties regarding its subject matter. There are no contemporaneous agreements. It may not be modified or amended except in writing, signed by both parties. More than one copy of this Agreement may be signed, but all constitute but one agreement.

Executed this ____ day of _____, 2025.

CITY OF SAUGATUCK

Date _____

By _____
Holly Anderson
Its Mayor

Date _____

By _____
Jamie Wolters
Its City Clerk

OPERATOR

Date _____

By _____

Date _____

And By _____



City Council Agenda Item Report

FROM: Ryan Cummins, City Manager

MEETING DATE: March 19, 2025

SUBJECT: Spear Street Launch Ramp Management Agreement

DESCRIPTION:

The agreement with Star of Saugatuck, LLC to operate and manage the Spear Street launch ramp is due for renewal.

Highlights of the agreement include:

- **Term:** March 1, 2025 through November 30, 2025.
- **Operator Responsibilities:**
 - Oversee the launch ramp use according to established hours.
 - Collect fees set by the City and remit them monthly.
 - Maintain user records and report those who don't pay fees.
 - Provide restroom access during their business hours.
 - Report misuse of the ramp to the City.
 - Maintain liability insurance naming the City as additional insured.
- **Operator Compensation:** 50% of the collected fees. City retains remainder.
 - The City Treasurer advised the following gross revenue was received the last several seasons:
 - 21 \$1,291
 - 22 \$1,726
 - 23 \$1,339
 - 24 \$3,074
- **City Responsibilities:**
 - Print launch passes for the Operator.
 - Maintain general liability and property insurance for the ramp.

LEGAL REVIEW:

The City Attorney reviewed the agreement last year. Aside from the date changes, the agreement language remains the same.

SAMPLE MOTION:

Motion to approve the 2025 Spear Street Launch Ramp Management Agreement.

LAUNCH RAMP MANAGEMENT AGREEMENT

The CITY OF SAUGATUCK, a Michigan home rule city with offices located at 102 Street, Saugatuck, Michigan 49453 (“**City**”) and Star of Saugatuck, LLC of 716 Water St., Saugatuck, Michigan 49453 (the “**Operator**,” collectively, the “**Parties**”), enter into this Launch Ramp Management Agreement (“**Agreement**”).

RECITALS

1. The City owns a boat launch ramp located at the intersection of Spear Street and Water Street (“**Ramp**”) and used by the general public.
2. The City previously requested proposals from qualified persons to operate and manage the Ramp, and the Operator submitted a bid in response to the City’s request.
3. The City is willing to accept the Operator’s bid provided the Operator enters into this Agreement.
4. The Operator is willing to enter into this Agreement and operate and manage the Ramp according to the terms of this Agreement.

AGREEMENT

The Parties agree as follows:

1. Term. The term of this Agreement shall extend from March 1, 2025 through November 30, 2025, unless sooner terminated as provided in this Agreement. The Operator will provide services under this Agreement from March 1 through November 30 during each calendar year of the term.
2. Operator Obligations. The Operator shall, at its sole cost and expense, manage and operate the Ramp. The Operator’s obligations shall include:
 - 2.1. Overseeing the use of the Ramp, it being understood by the Operator that the Ramp has historically been used by the public from March through November and during both daylight and non-daylight hours; provided, however, that the minimum hours of supervision by the Operator required under this Agreement shall be from 8:00 a.m. to 5:00 p.m. for the months of March, April, May, September, October and November and from 8:00 a.m. to 9:00 p.m. for the months of June, July and August unless otherwise agreed to in writing by the City Manager;
 - 2.2. Collecting (including personally and via secured collection boxes) fees from users of the Ramp according to the schedule of fees adopted by the City (“**User Fees**”), and remitting such fees to the City on not less than a monthly basis;

- 2.3. Maintaining accurate records of all persons using the Ramp during the hours specified in Section 2.1 and all fees assessed and collected. The Operator will also use best efforts to prepare a list of those persons who use the Ramp during the hours of operation described in Section 2.1 but fail to pay User Fees. This provision will not require the Operator to conduct any investigation to determine the identity of users who fail to pay user fees, but the Operator will maintain records containing identifying information concerning such users, such as vehicle license plate numbers and/or watercraft MC numbers;
- 2.4. Providing access for those persons using the Ramp to the bathroom facilities located on the Operator's property adjacent to the Ramp during the hours the Operator's facilities are open to the public; and
- 2.5. Overseeing the use of the Ramp and adjacent street end in a good faith effort to control, and promptly reporting to the City any instance of, misuse or improper use of the Ramp, such as:
(1) the operation of boats causing damage to the Ramp or areas adjacent to it; (2) the mooring of boats at the Ramp; and (3) the conduct of commercial activities at the Ramp.

The Parties agree that the Operator's obligations shall not include maintenance, repair or replacement of the Ramp except to the extent such maintenance, repair or replacement is necessitated by the acts of the Operator or its agents or employees. The Operator agrees to promptly notify the City of any damage to, or condition of, the Ramp and signage which may need repair or replacement. The City may perform any such repair or replacement of the Ramp in its sole discretion and shall have no liability to Operator for failing to perform such repair or replacement. The Operator shall perform its obligations in compliance with all federal, state and local laws.

3. Operator Compensation. In consideration of its obligations hereunder, the City shall pay to the Operator 50% of all User Fees collected and remitted to the City by the Operator, which payment shall be made in accordance with City payment policies. Remittance of the User Fees to the City shall be accompanied by all documents the City may reasonably request. The Operator shall remit User Fees on at least a monthly basis, or more frequently if the Ramp is used frequently. Any User Fees due to the City that are more than 30 days delinquent shall bear interest at the rate of five percent (5%) per annum until paid by Operator. In addition, should the City be required to take any action to recover unpaid User Fees, the Operator shall be required to reimburse the City for all its costs of collection, including attorney fees and court costs. Additionally, the City may request at any time during the term of this Agreement that the Operator provide to the City reports and other documents regarding the use of the Ramp.
4. Expenses. The Operator shall, at its sole expense, provide all supplies, equipment and labor for performing, and shall pay all expenses associated with the performance of, its obligations under this Agreement; provided, however, that the City shall pay the expenses with respect to

the printing of launch passes to be used by the Operator.

5. Relationship of the Parties. The Operator shall act as an independent contractor. Nothing herein shall be deemed to grant to the Operator any legal or equitable interest in the Ramp.
6. Termination. Either party may terminate this Agreement at any time upon material breach of this Agreement by the other party. Further, either party may terminate this Agreement without cause upon 10 days prior written notice; provided, however, that the Operator shall not terminate this Agreement without cause from March through November. Upon termination, the Operator shall remit to the City the User Fees collected through the date of termination, and provide the City with all supporting documentation, and upon such remittance, the City shall pay the Operator as provided in Section 4.
7. Indemnity. Each party (“**Indemnifying Party**”) agrees to hold the other party, including such other party’s officers and employees (collectively, “**Indemnified Party**”), harmless from, indemnify the Indemnified Party for, and defend the Indemnified Party (with legal counsel reasonably acceptable to Indemnified Party) against any liability for damages, injury or other casualty and any costs and expenses, including reasonable attorneys’ fees, caused or arising from: (1) any act or omission by Indemnifying Party or its agents or employees with respect to Indemnifying Party’s obligations under this Agreement; and (2) a breach by Indemnifying Party of any of its obligations under this Agreement. Nothing in this Agreement shall be construed as a waiver on behalf of the City of any governmental immunity, or any defense it would be entitled to under state or federal law.
8. Insurance. The City shall maintain general liability insurance with respect to the Ramp, as well as property insurance with respect to any damage or destruction of the Ramp. The Operator shall be responsible for maintaining general liability insurance with respect to the performance of its obligations hereunder and with respect to the services it will provide pursuant to this Agreement. Additionally, the Operator shall maintain automobile insurance in such amounts as the City may reasonably request. All insurance Operator is required to maintain hereunder shall name the City as an additional insured, and Operator shall provide the City with proof of such insurance before charging User Fees for the use of the Ramp.
9. No Assignment. This Agreement shall not be assigned, in part or in whole, without the prior written consent of the City in the City’s sole and absolute discretion.
10. Third-Party Beneficiary. No person shall be deemed to be a third-party beneficiary of this Agreement.
11. Miscellaneous. This Agreement is written pursuant to the laws of the State of Michigan and was made in Allegan County, Michigan. This is the entire agreement between the Parties regarding its subject matter. There are no contemporaneous agreements. It may not be modified or amended except in writing, signed by both Parties. More than one copy of this Agreement may be signed, but all constitute but one agreement.

Executed this ____ day of _____, 2025.

CITY OF SAUGATUCK

Date _____

By _____

Holly
Anderson
Its Mayor

Date _____

And by _____

Jamie Wolters
Its City Clerk

OPERATOR

Date _____

By _____

Date _____

And by _____

391565.04



City Council Agenda Item Report

FROM: Ryan Cummins, City Manager

MEETING DATE: March 19, 2025

SUBJECT: Griffith Street End Boat Slip Management Agreement

DESCRIPTION:

The agreement with Sergeant Marina to manage the Griffith Street end transient slips is due for renewal.

Highlights of the agreement include:

- **Term:** March 1, 2025 through October 31, 2025.
- **Operator Responsibilities:**
 - Oversee boat slip rentals, including scheduling, waiting lists, and collecting fees.
 - Provide basic amenities (water, electricity) and access to marina facilities (restrooms, showers, parking).
 - Maintain an on-site dockmaster.
 - Set rental fees (at least as high as other similar marinas on the lake) and collect them upfront.
 - Comply with all laws and permits related to the boat slips.
- **Operator Compensation:** Keeps 60% of the rental fees, remits 40% to the City by November 1st with supporting documentation.
 - The City Treasurer advised the following net revenue was received the last three seasons:
 - 21 \$10,267
 - 22 \$ 9,904
 - 23 \$ 9,931
 - 24 \$ 8,900.72
- **City Responsibilities:**
 - Maintain general liability and property insurance for the boat slips.

LEGAL REVIEW:

The City Attorney reviewed the agreement last year. Except for date changes, the agreement remains the same.

SAMPLE MOTION:

Motion to approve the 2025 Griffith Street End Boat Slip Management Agreement

2025 BOAT SLIP MANAGEMENT AGREEMENT

The CITY OF SAUGATUCK, a Michigan home rule city with offices located at 102 Butler Street, Saugatuck, Michigan 49453 (“**City**”) and Sergeant Marina, a Michigan Corporation located at 31 Butler Street, Saugatuck, Michigan 49453 (“**Operator**,” collectively, the “**Parties**”), enter into this 2025 Boat Slip Management Agreement (“**Agreement**”).

RECITALS

1. The City owns four (4) boat slips on Kalamazoo Lake (“**City Slips**”), as depicted in the attached Exhibit “A.”
2. The City desires to make available to the general public the City Slips for transient dockage.
3. Operator owns and operates a marina adjacent to the City Slips (“**Operator Property**”).
4. Operator is willing to oversee the rental of the City Slips and to provide certain services in connection with such rentals as more fully set forth in this Agreement.

AGREEMENT

The Parties agree as follows:

1. Term. The term of this Agreement shall extend from March 1, 2025 through October 31, 2025, unless sooner terminated as provided in this Agreement.
2. Operator Obligations. Operator shall, at its sole cost and expense, oversee the rental of the City Slips and provide ancillary services to customers renting those slips. Operator’s obligations shall include:
 - 2.1. Scheduling the rental of the City Slips for transient dockage by the general public (including but not limited to slip assignment, maintenance of a waiting list, and other activities incidental to the rental of boat slips including the completion of any rental agreements utilized by Operator);
 - 2.2. Providing potable water and electrical service to each of the City Slips;
 - 2.3. Providing access for persons renting the City Slips to the bathroom and shower facilities located on the Operator Property;
 - 2.4. Providing parking for persons renting the City Slips to the vehicle parking areas located on the Operator Property;

- 2.5. Providing an on-site dock master for the City Slips; and
- 2.6. Assessing and collecting fees for rental and use of the City Slips (“**Rental Fees**”), with the Rental Fees to be determined by Operator but in no event less than those fees of other marinas located on Kalamazoo Lake that offer similar transient dockage. Operator agrees that it shall require customers to prepay all Rental Fees, which payments shall be evidenced by receipts or such other documents as the City may reasonably request.

The Parties agree that Operator’s obligations shall not include maintenance, repair or replacement of the City Slips except to the extent such maintenance, repair or replacement is necessitated by the acts of Operator or any person acting at the direction or request of Operator. Operator agrees to promptly notify the City of any damage to, or condition of, the City Slips which may need repair or replacement. The City may perform any such repair or replacement of the City Slips in its sole discretion and shall have no liability to Operator for failing to perform such repair or replacement. The Operator shall perform its obligations in compliance with all federal, state and local laws, as well as any permits issued with respect to the City Slips.

3. Operator Compensation. In consideration of its obligations, Operator shall be entitled to retain 60% of all of the Rental Fees assessed, and shall remit to the City 40% of the Rental Fees assessed. Payment of the City’s portion shall be accompanied by all documents the City may reasonably request to verify the calculation of Rental Fees and the City’s portion thereof, including without limitation all rental agreements and receipts. The amount to be paid to the City, and all supporting documentation, shall be delivered to the City on or before November 1, 2025. Any Rental Fees due to the City that are not paid by November 1, 2025, shall bear interest at the rate of five percent (5%) per annum until paid by Operator. In addition, should the City be required to take any action to recover unpaid Rental Fees, Operator shall be required to reimburse the City for all its costs of collection, including attorney fees and court costs. Additionally, the City may request at any time during the term of this Agreement that Operator provide to the City reports and other documents evidencing the rental activities with respect to the City Slips, including the amount of Rental Fees assessed and collected to date.
4. Taxes/Expenses. Operator shall pay all taxes attributable to the rental of City Slips and Operator’s provision of services hereunder. Operator shall provide and pay for all operational supplies, as well as all utilities and water service for the City Slips.
5. Relationship of the Parties. Operator shall act as an independent contractor and shall furnish the labor and all equipment and materials required in connection with the performance of its obligations under this Agreement. Nothing herein shall be deemed to grant to Operator any legal or equitable interest in the City Slips.
6. Termination. The City shall have the right to cancel this Agreement with 30 days’ prior written notice to Operator if Operator substantially or materially breaches this Agreement or Operator endangers the public health or safety with regard to the City Slips. Upon the termination by

the City of this Agreement, Operator shall remit to the City 40% of all Rental Fees assessed through the date of such termination, and provide the City with all supporting documentation, within five days following such termination.

7. Indemnity. Operator agrees to hold the City (including for purposes of this paragraph, its officers and employees) harmless from, indemnify it for and defend it (with legal counsel reasonably acceptable to the City) against any liability for damages, injury or other casualty and costs or expenses, including reasonable attorneys' fees, caused or arising from any act or omission by Operator or any of its agents, servants, visitors, licensees or employees with respect to the City Slips. Nothing in this Agreement shall be construed as a waiver on behalf of the City of any governmental immunity, or any defense it would be entitled to under state or federal law.
8. Insurance. The City shall maintain general liability insurance with respect to the City Slips, as well as property insurance with respect to any damage or destruction of the City Slips. Operator shall be responsible for maintaining general liability insurance with respect to the performance of its obligations hereunder and with respect to the services it will provide pursuant to this Agreement. Additionally, Operator shall maintain automobile insurance in such amounts as the City may reasonably request. All insurance Operator is required to maintain hereunder shall name the City as an additional insured, and Operator shall provide the City with proof of such insurance before renting any City Slips.
9. No Assignment. This Agreement shall not be assigned, in part or in whole, without the prior written consent of the City in the City's sole and absolute discretion.
10. Third-Party Beneficiary. No person shall be deemed to be a third-party beneficiary of this Agreement.
11. Miscellaneous. This Agreement is written pursuant to the laws of the State of Michigan and was made in Allegan County, Michigan. This is the entire agreement between the Parties regarding its subject matter. There are no contemporaneous agreements. It may not be modified or amended except in writing, signed by both Parties. More than one copy of this Agreement may be signed, but all constitute but one agreement.

Executed this _____ day of _____, 2025.

[Signature page to follow]

CITY OF SAUGATUCK

By _____
Holly Anderson
Its Mayor

And by _____
Jamie Wolters
Its City Clerk

OPERATOR

By _____

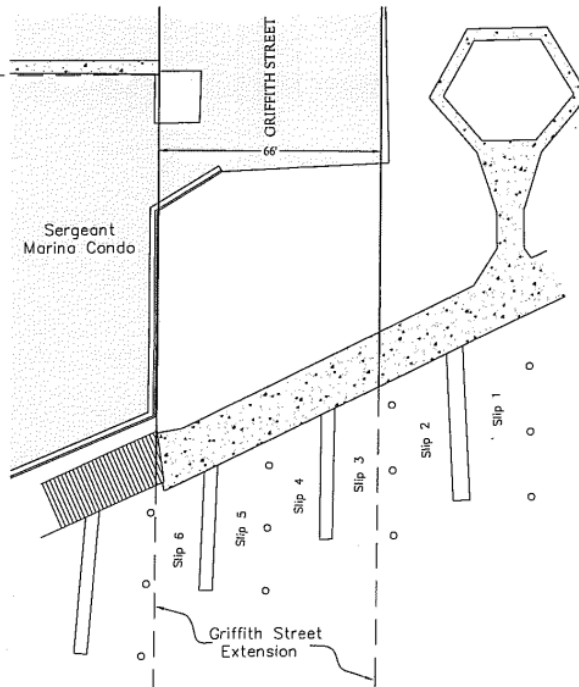
Its _____

Exhibit "A"

Date 4/18/08	Drawn eds	Job Number 1010801
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P.O. Box 410
Allendale, MI 49401

Phone (616) 895-7190
Fax (616) 895-7191



Scale 1" = 30'

Concrete

D = Description dimension
M = Measured dimension
P = Platted dimension

Set iron stake
Found iron stake

Prepared For:
City of Saugatuck
102 Butler Street
Saugatuck, MI 49453



By:

Todd D. Bronson
Licensed Professional Surveyor No. 45494



Jamie Wolters

From: no-reply@weebly.com
Sent: Monday, March 10, 2025 11:39 AM
To: Jamie Wolters
Subject: New Form Entry: Website Contact Us Form

Caution: This email originated from outside of the organization. DO NOT click on links or open attachments unless you recognize the sender and know the content is safe.

You've just received a new submission to your [Website Contact Us Form](#).

[Mark as Spam](#)

Submitted Information:

Name

Ping Wei

Email

bxiao7@gmail.com

Address

781 Manchester dr
Saugatuck, MI U.S. 49453

Comment

Dear Members of the Saugatuck City Council,

I hope this letter finds you well. I am writing to respectfully request an exception regarding our Short-Term Rental (STR) permit for our home located at 781 Manchester Dr, Saugatuck, MI 49453. This house holds a special place in our hearts as it is where we envision spending our retirement years.

We became the owners of this beautiful home on November 30, 2021. Initially, the property deed included three names: Krzysztof S. Klesyk, Ping Wei, and Yan Zhou. Due to personal reasons, we decided to execute a quit claim deed to remove my ex-partner Yan Zhou's name from the original deed. This change was officially recorded on June 19, 2023.

Upon receiving letters about the new STR regulations, I checked the BS&A website multiple times to verify the active permit status and expiration date. It simply didn't occur to me that removing a name from the deed would be considered a "change of ownership." Had I realized this, I would have promptly reapplied for the STR permit.

We are committed to complying with all city regulations and have every intention of doing so. However, we face the daily challenges of working full-time, managing family obligations, and caring for our young children. Moreover, Mr. Klesyk underwent open-heart surgery last year and is still in the recovery process.

Also, our current STR license is set to expire in two months, and we kindly ask if there is any possibility of granting us a "grace period" while the council considers the guidelines for "property transfer exceptions."

We are sincerely hopeful that you will consider our request with compassion and understanding. Thank you for taking the time to read our letter and for your consideration of our situation.

Warm regards,
Ping Wei