



CITY COUNCIL MEETING AGENDA

March 24, 2025

The meeting will start at 6:30 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.

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Mayor's Comments

E. City Manager Comments

F. Agenda Changes (Additions/Deletions)

G. Guest Speaker: Pg.3

A. Saugatuck Public Schools Community Recreation Director –
Scott Kierzek

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

I. Consent Agenda: (Roll Call) Pg.8

A. Regular Meeting Minutes – March 10, 2025.

B. Resolution No. 250324-B: A Resolution Providing City Council's Public Comment to the United States Army Core of Engineers on Northshore of Saugatuck, LLC's Permit to Build a Boat Launch.

C. Award 2025-2027 Pavement Markings Agreement to Advanced Pavement Marking in the amount of \$81,085.35.

D. Spear Street Launch Ramp Management Agreement.

E. 2025 Boat Slip Management Agreement.

J. Staff Reports, Boards, Commissions & Committees: Pg.58

A. Staff Reports:

1. City Manager
2. Treasurer
3. Clerk
4. Planning and Zoning

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 rcummins@saugatuckcity.com for further information.

5. Department of Public Works
6. Police
7. Engineer

B. Boards, Commissions & Committees:

1. Fire District Administration Board
2. Interurban Board
3. Kalamazoo Lake Sewer & Water Authority
4. Kalamazoo Lake Harbor Authority
5. Zoning Board of Appeals
6. Historic District Commission
7. Planning Commission
8. Parks & Public Works Committee
9. Tri-Community Non-Motorized Trail Study Committee
10. Water System Operations Contract Advisory Committee
11. Wildlife Management Committee

K. Approval of Accounts Payable: (Roll Call) Pg.78

- A. Accounts Payable in the amount of \$90,303.73.

L. Public Hearings

M. Unfinished Business

N. New Business: Pg.80

- A. Resolution No. 250324-A: A Resolution Authorizing Submission of a Recreation Passport Grant Application.
- B. Ordinance No. 250324-A: Michigan Gas Utilities Corporate Franchise Agreement.
- C. Ordinance No. 250324-B: Short-Term Rental Licensing Ordinance Amendment.
- D. Resolution No. 250324-C: A Resolution Approving a Change in the City's Schedule of Fees to Add a Late Short-Term Rental Application Penalty Fee.
- E. Culver Street Parking Lot Operation Agreement.
- F. 2025 Street End and Dock License Rates and Agreements.

O. Public Comments (Limit 3 minutes)

P. Correspondence:

Q. Council Comments

R. Adjourn (Voice Vote)

Saugatuck Public Schools Community Recreation Directors Report March, 2025

Current Advisory Board Members:

Anthony Grech – SPS Administrator
Andy Diaz – SPS Coaching Staff
Kelly Roche – City of Saugatuck
Neil Seabert – City of Douglas
Ashley Little Rea – Saugatuck Twp.
TBA– Laketown Twp.

Winter 2025

Youth Basketball (November – February): DES Gym, SMS Gym, SHS Gym

- Start Smart – 12 participants
- K-2 =61 participants
- 3-4 Girls=17 participants
- 3-4 Boys= 18 participants
- 5-6 Girls= 17 participants
- 5-6 Boys= 30 participants
- 7-8 Girls= 14 participants
- 7-8 Boys= 20 participants
- Total = 177

Hiking Club (All year): Local hiking trails

- Monday mornings – Frank Lamb = 30+ Participants
- Open Enrollment – FREE
- They have added several more hikes during the week

Adult Basketball (November – March): SHS Gym

- 10 – 25 participants nightly
- Sunday nights
- \$3 per night or \$25 for season for non-residents

Ski Club: (December – March): Timber Ridge Ski Area

- I work with Timber Ridge Ski Resorts to provide discounted rates for skiing and snowboarding
- Bittersweet is too expensive and inconvenient
- All ages = 26 participants

Boys High School Volleyball (November – May): DES Gym & SHS Gym

- Boys 9-12 Grade = 1 team / 11 players
- Third year as a club sport
- Conference Champions 2024

Fall 2024

Rocket Football (August – October): Beery Field, SHS Softball Field & SHS Stadium

- Flag football plays in our Lakeshore League and Tackle is in the SWM 8 man league.
- Boys K-2 Flag Football = 18 players
- Boys Flag 3/4 = 13 players
- Boys Tackle 5/6 = 15 players
- Total = 46

Soccer (August – October): Schultz Park & SHS Stadium

- Under 6 years old Coed= 53 players
- Under 8 years old Coed = 58 players
- Under 10 years old Girls = 22 players
- Under 10 years old Boys = 25 players
- Under 12 years old Girls = 27 players
- Under 12 years old Boys = 22 players
- Total = 207

Cheerleading (August – October): SHS Stadium

- 3-6 grade = 9 participants

Pickleball (April – November): Schultz Park

- Courts at Schultz Park are still getting a lot of use
- Saugatuck/Douglas Pickleball Club
- Comm Rec helped fund the resurfacing of the courts/ Spring 2023

Pickleball Youth Camp (August): Schultz Park

- Partner with the Saugatuck/Douglas Pickleball Club
- Ages 10 – 14 = 25 participants (with waiting list)

Bridge Walk (Labor Day): Blue Star Bridge

- Cancelled. We could not get the city permits due to safety concerns and lack of resources.

Summer 2024

Little League (March – June): DES Gym, Beery Field, Shultz Park, Laketown Twp. Park, SHS Softball Field and DES High School Field

- Start Smart – 14 participants
- Tee Ball - 43
- Girls Minor 1 =30 participants
- Girls Minor 2=14 participants
- Girls Majors = 13 participants
- Girls Middle School= 4 participants (Holland Rec)
- Boys Minor 1 = 27 participants
- Boys Minor 2 = 24 participants
- Boys Majors = 21 participants
- Boys Middle School = 23 participants
- Total 213

Summer Youth SHS Sports Camps (June- August): SHS Gym & SHS Stadium

- Boys Basketball = 16 participants
- Girls Basketball = 11 participants
- Track = 50 participants
- Soccer = Youth Camp 50 participants
- Soccer = MS Camp 27 participants
- Volleyball = Youth Camp 23 participants
- Football = 22
- Total = 199

Swimming Lessons (June-August): Safe Harbor Tower Marina

- Kerri Prince Instructor
- Three Levels/Three Sessions
- Session 1 = 14 participants
- Session 2 = 17 participants
- Session 3 = 17 participants
- Total = 48

Tennis Lessons (July): SHS Tennis Courts

- Three Levels/One Session = 14 participants
- Instructors from the Hope Professional Tennis Management Program and Kip Klinge

SMS Summer Volleyball (July & August): SMS Gym

- Girls 7/8 Grade = 28 players
- Lakeshore League with Holland, West Ottawa and Fennville

Lakeshore Track Meet (July): Zeeland Stadium

- Grades 3-8 = 175+ Regional athletes
- Saugatuck = 17 participants

Adult Outdoor Fitness Classes (June-August): Beery Field

- Adults = 25 participants
- Free classes sponsored by Blue Star Gym
- Instructor Kathlyn Norman

SPS Community Recreation Needs

- Full Size Soccer Field (2 acres)
- Full Size Football Field (2 acres)
- Full Size Baseball Field (4 acres)
- Recreation Center – Indoor Pickleball, Basketball, Soccer, Track etc.

Marketing - How does Community Recreation promote its programs?

- Facebook: Saugatuck Recreation
- Twitter: Saugatuck Recreation
- Instagram: SPS Recreation
- Website: saugatuckps.com (community recreation)
- Saugatuck Recreation Blue Sombrero Online Store.
- Registration forms are sent home with every student at SPS. Registration forms are also located at every SPS office.
- Flyers- Promotional flyers are put up at each school.
- Info is sent out via email to every parent through the bi-weekly DES Newsletter.
- Announcements are made at schools when deadlines are drawing near.
- DES Marquee:
- Using the school alert system, we can notify past participants of upcoming registration deadlines.

Community Updates

- 5 Year Parks and Recreation Plan (complete)
- Saugatuck
- Douglas
- Laketown Twp.
- Saugatuck Twp.
- SPS Athletics

Scholarships (Grant Rogers Burd Fund)

Sport	Gender	Age	Amount
Basketball	Boys/Girls	3-16 years old	\$432.00
9 scholarships out of 217 @\$48			
Little League	Boys/Girls	3-16 years old	\$720.00
15 scholarships out of 143 @ \$48			
Summer Camps	Boys/Girls	3-16 years old	
& Lessons			
7 scholarships out of 224 @\$23			\$161.00
Soccer	Boys/Girls	3-16 years old	\$288.00
6 scholarships out of 207 @\$48			
MS Summer Volleyball	Girls	11-14 years old	\$96.00
2 scholarships out of 28 @\$48			
Swimming Lessons	Boys/Girls	3-16 years old	\$265.00
5 scholarships out of 48 @\$53			
Football	Boys/Girls	3-16 years old	\$126.00
2 scholarships out of 46 @ \$63			
TOTAL			\$1,601



CITY COUNCIL REGULAR MEETING MINUTES- *proposed*
March 10, 2025

The City Council met to have a Regular Council Meeting at City Hall.
102 Butler St., Saugatuck, MI 49453.

The meeting was called to order by Mayor Anderson at 6:30 p.m.

Pledge of Allegiance.

Attendance:

Present: Mayor Anderson, councilmembers Clark, Dean and Gardner.

Absent: Mayor Pro-Tem Stanton and councilmember Peterson.

Motion by Clark, second by Dean to excuse both Peterson and Stanton from tonight's meeting.

Via voice vote, motion carried 4-0.

Councilmember Muncey entered the meeting at 6:34 p.m.

Others Present: City Manager Cummins, Zoning Director Thompson, Treasurer Bredeweg and Clerk Wolters.

Mayor Comments:

Mayor Anderson congratulated the Saugatuck Douglas Convention Bureau Director Lisa Mize and her team for their efforts in promoting the local art scene, highlighting the area's recognition as USA Today's #3 best small-town art scene. She emphasized the positive impact on the economy and expressed gratitude. Additionally, she celebrated the Saugatuck High School varsity girls' basketball team for winning districts and advancing to regionals, cheering them on in their upcoming game in Grandville.

City Manager Comments:

City Manager Ryan Cummins provided an update to the mayor and council, highlighting several key topics:

Pothole Patching – The Department of Public Works (DPW) has started addressing potholes around town as the freeze-thaw cycle creates new issues. Crews began patching on Friday and will continue as conditions allow. Residents are encouraged to report any missed or newly formed potholes.

Budget Season – Per the city charter, budget proposals from department heads were submitted today. Cummins and the treasurer have begun reviewing requests, and the budgeting process will go through multiple iterations before the final proposal is presented at the April 23 workshop.

Ferry Street Project in Douglas – Work is progressing, with infrastructure improvements underway. The project remains on track for completion before Memorial Day.

Agenda Changes: None.

Guest Speakers:

Saugatuck Douglas District Library director Ingrid Boyer presented an overview of the new building, available programs, schedule of events including the concert series, described their resources and services, reviewed their 2-year strategic plan and upcoming projects.

Public Comment on Agenda Item Only:

Christine Murphy Pierce commented on agenda item #14e.

Consent Agenda:

- A. Regular Meeting Minutes – February 24, 2025
- B. Letter of Support for Township Department of Natural Resources Trust Fund Grant
- C. Board and Commission Appointments
 - David Ignasiak to the Harbor Authority as a Permanent Member
 - Chris Raphael to the Harbor Authority as an Alternate Member

Motion by Dean, second by Muncey to approve the consent agenda. Via roll call vote, motion carried 5-0.

Staff Reports, Boards, Commissions & Committees:

The City Manager, Treasurer, City Clerk, Director of Planning & Zoning, Department of Public Works, Engineer and Police submitted status reports of current activities since the last regular council meeting for their respective departments.

Fire District Administration Board, Dan Fox:

Fire District Event Data – A review of fire district event hours showed a shift in focus towards higher-priority events under Greg Jane's leadership. The goal is to align events with the district's mission of community risk reduction, reducing emergency demand.

Community Engagement – One highlighted event was a collaborative effort with Douglas Police at Douglas Elementary School. The initiative taught young children the importance of knowing their home address for emergencies. Students who demonstrated this knowledge received a pizza lunch, reinforcing the lesson in a fun and engaging way.

Pennsylvania Fire Grants – Fox mentioned a news item about 70 Pennsylvania fire departments receiving \$1 million each in state grants. The fire chief is looking into the funding source to explore potential opportunities for local departments.

Traffic Light Fix – On a personal note, he thanked Scott for addressing the intermittent flashing stoplight at North Street, which is now functioning more reliably.

Fox concluded by welcoming all to the upcoming board meeting on March 17.

Interurban Board, Councilmember Muncey:

Councilmember Muncey noted the next meeting is next week. New Sunday hours started, now staying open until 7 p.m.

Kalamazoo Lake Sewer & Water Authority: None.

Kalamazoo Lake Harbor Authority, Mayor Anderson: Next meeting is Tuesday March 11.

Zoning Board of Appeals: None.

Historic District Commission, Councilmember Gardner:

Rus Gardner provided an update on the recent meeting, highlighting the following key points:

New Member – Leah Root was welcomed to the commission and was surprised by the meeting's efficiency.

Agenda Items – Four items were on the agenda, but one was pulled before the meeting:

- **611 Lake Street** – A proposed sauna was not prohibited, but lot coverage was an issue, leading to the application being withdrawn.
- **Sergeant Marina** – Approval was granted to reside the building with bathrooms and a picnic area at the end of Butler Street.
- **234 Butler Street** – Approval was given for a roof replacement.
- **Bike Racks** – Locations were approved, but there were questions regarding the installation pads, requiring follow-up.

Administrative Approval – A sign amendment was approved for 201 Butler Street.

Special Meeting – A meeting on March 13 is planned to discuss the Cook Park Winter Art Installation.

Gardner concluded by noting potential follow-ups on the bike rack installation concerns.

Planning Commission, Councilmember Clark: None.

Parks and Public Works Committee, Mayor Anderson:

Naming the Old Airport Property – The city is seeking public and student input. A letter will be sent to gather name suggestions, which PPW will narrow down for council review and final decision.

Willow Tree Remains – Various ideas were discussed for repurposing the tree. Members will reach out to local artists, with one example being a carved tree trunk at Herrick District Library in Holland. Additionally, a local resident has offered to cut large branches into slabs for potential use.

Friends of the Parks Initiative – There is community interest in forming a nonprofit separate from the city (501(c)(3)) to support parks. This aligns with discussions from the city's strategic planning meeting on creating funding opportunities through a community foundation or other avenues.

Tri-Community Non-Motorized Trail Study Committee, Councilmember Dean: None.

Water System Operations Contract Advisory Committee, Councilmember Gardner and Councilmember Clark:

Councilmember Gardner informed the council that the attorneys are working on a red line draft.

Wildlife Management Committee, Councilmember Dean: None.

Education & Ordinance Change – An FAQ is being developed on deer control, and a minor ordinance amendment will be proposed to allow archery hunting on private property, with hunters coordinating
102 Butler St. ★ PO Box 86 ★ (269) 857-2603 ★ www.SaugatuckCity.com

retrieval with neighbors.

Deer Culling Program – To jumpstart control efforts, the task force recommends a USDA-led cull using suppressed rifles and frangible ammunition for safe, efficient removal. Funding will be requested from all three communities, with specifics determined by an upcoming drone survey.

Meat Donation – Harvested and culled deer will be donated to local food banks.

Dean acknowledged the sensitivity of the issue but noted strong public support for lethal control to restore ecological balance. Recommendations will be presented soon.

Approval of Accounts Payable:

Motion by Gardner, second by Clark to approve the accounts payable in the amount of \$60,648.89. Via roll call vote, motion carried 5-0.

Public Hearing: None.

Unfinished Business: None.

New Business:

Ordinance No.250310-A - Bed and Breakfast Zoning Text Amendment-

Motion by Clark, second by Muncey to approve Ordinance No. 250310-A an ordinance to amend Title XV, chapter 154, of the Code of the City of Saugatuck to amend section 154.005 to revise the definition of bed and breakfast establishment; to amend section 154.022(H)(7) to expand on the habitation options of accessory structures; to amend 154.022(R) to allow bed and breakfast establishments to host guests in accessory guest buildings in the R-4 City Center Transitional Residential (CER) Zoning District if certain conditions are satisfied; to amend 154.025 (B)(4) to allow bed and breakfast establishments as permitted uses when guest rooms are in the principal building; and to amend section 154.025 (C) to allow bed and breakfast establishments with accessory guest buildings as special land uses. Via Roll Call vote, motion carried 5-0.

Resolution No. 250310-A - Budget Amendments for Fiscal Year 24-25-

Motion by Gardner, second by Dean to approve Resolution No.250310-A to amend the budget of the 2024/2025 general appropriations act. Via roll call vote, motion carried 5-0.

Temporary Art Installation at Cook Park-

Motion by Clark, second by Dean to approve the temporary Flower World art installation at Cook Park from October 2025 – March 2026, contingent upon the Convention and Visitors Bureau submitting required insurance, receiving Historic District Commission approval, and receiving final layout approval from staff. Via voice vote, motion carried 5-0.

Agreement to Indemnify and Provide Insurance Coverage for July 5 Fireworks and Donate \$5,000 toward the Display-

Motion by Muncey, second by Gardner to approve a \$5,000 donation to the Saugatuck Douglas Area Convention & Visitors Bureau (CVB) for the July 5 fireworks displays and approve an Agreement to Indemnify and Provide Insurance Coverage for the event. Via roll call vote, motion carried 4-1. Yes- Clark, Dean, Gardner, Muncey. No- Anderson.

Special Event Request – Wick’s Park Bar and Grille-

Applicant withdrew application.

Updated 5-Year Capital Improvement Plan-

Motion by Gardner, second by Muncey to approve the updated capital improvement plan. Via roll call vote, motion carried 5-0.

Milfoil Treatment for 2025-

Motion by Dean, second by Clark to approve a one-year agreement with Aquatic Doctors to treat Milfoil in the areas presented in the not to exceed amount of \$74,750. Via roll call vote, motion carried 5-0.

Public Comment:

Lisa Mize thanked the city council.

Correspondence:

Richard G. And Ethelyn I. Haworth submitted a request for improvement of

Council Comments:

Councilmember Gardner did not comment.

Councilmember Dean did not comment.

Councilmember Muncey wished all a happy St. Patrick's Day weekend.

Councilmember Clark thanked the council for approving the zoning ordinance, he is excited for Cook Park and he vote to approve the fireworks cause he believes it is his civic duty.

Mayor Anderson noted the great meeting and does not like being the one that kills fireworks for Fourth of July.

Adjournment:

Motion by Dean, second by Gardner to adjourn the meeting. Upon voice vote, motion carried unanimously. Mayor Anderson adjourned at 8:12 p.m.

Respectfully Submitted

Jamie Wolters, City Clerk



City Council Agenda Item Report

FROM: Ryan Cummins, City Manager

MEETING DATE: March 19, 2025

SUBJECT: 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

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 **staff** 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. 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

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

RESOLUTION NO. 250324-B

**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.

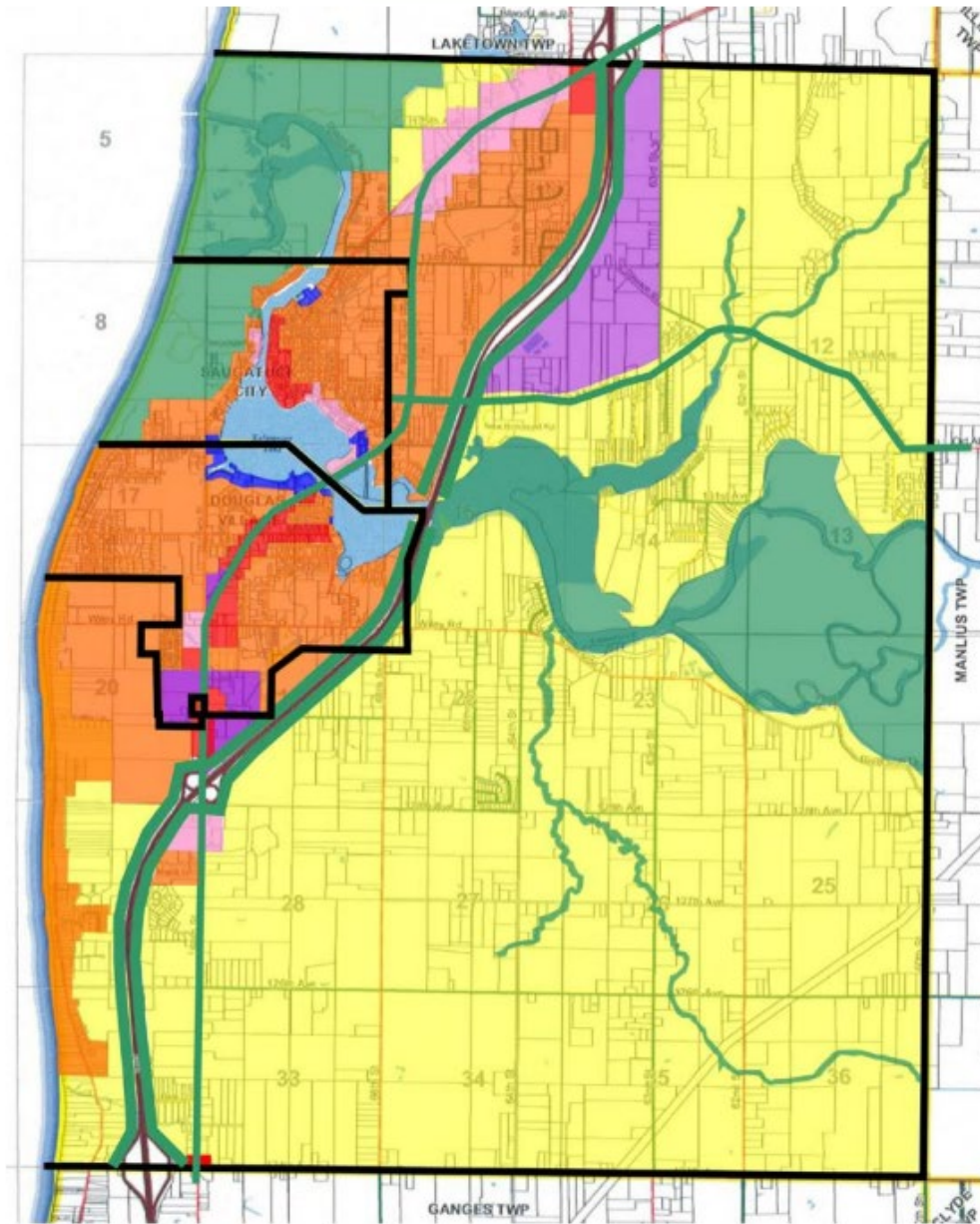
⁴⁷ *Id.* at 13-2.

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
 Medium to High Density Single and Multi-Family Residential
 Mixed Use Residential/Commercial
 Waterfront Mixed Use

Commercial
 Industrial
 Greenspace, Preserve
 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: 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**

SECTION 00 52 00

AGREEMENT

This Agreement is by and between **City of Saugatuck** ("Owner") and _____ ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: 2025 – 2027 Pavement Markings

ARTICLE 2 - THE PROJECT

- 2.01 Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2025 – 2027 Pavement Markings

ARTICLE 3 - ENGINEER

- 3.01 The Owner has retained Fleis & VandenBrink Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Dates

- A. The Work will be substantially complete on or before June 20th of each respective year and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the Friday before Memorial Day of each respective year.
- B. Once work has begun, it shall continue until Substantial Completion is achieved.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner **\$200** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$100** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract.

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. 90 percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - 2) Zero percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the percent per annum rate 2.0% higher than the Prime Rate on the date of bid opening.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual.
 - 6. Addenda (numbers _____ to _____, inclusive).
 - 7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
 - c. _____.
 - 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.

- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 - REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, if any, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - 11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution.
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C 700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____, 20____ (which is the Effective Date of the Contract).

Owner:

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By:

(individual's signature)

By:

(individual's signature)

Date:

(date signed)

Date:

(date signed)

Name:

(typed or printed)

Name:

(typed or printed)

Title:

(typed or printed)

Title:

(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:
Name: _____
(typed or printed)
Title: _____
(typed or printed)
Address: _____

Phone: _____
Email: _____

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:
Name: _____
(typed or printed)
Title: _____
(typed or printed)
Address: _____

Phone: _____
Email: _____
License No.: _____
(where applicable)
State: _____

END OF SECTION



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 _____

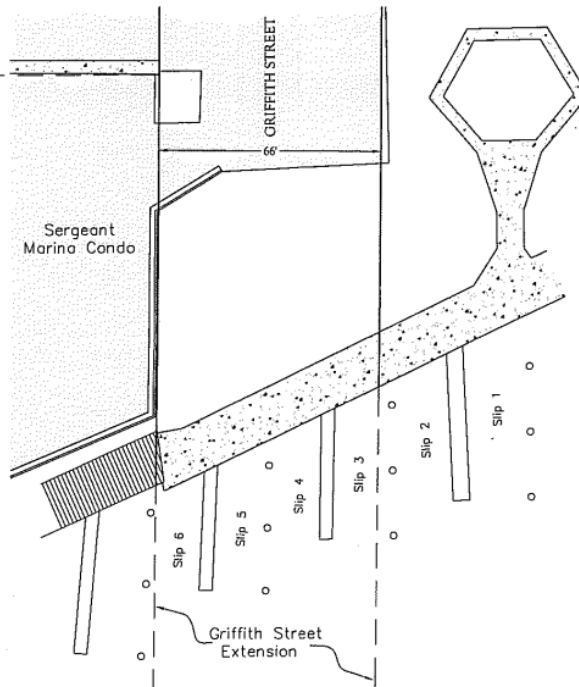
Its _____

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





City Manager Report

March 24, 2025

Interurban Pilot Program

- The Interurban has been hard at work on a pilot to expand service beyond Saugatuck, Douglas, and Saugatuck Township. The pilot program will include service to Precinct 3 in Laketown Township and Fennville. Fennville is also interested in potentially joining the service area through millage support.
- The Holland Sentinel covered this and more in a great article about the Interurban. You can view it here: <https://tinyurl.com/ycyxpnj8>

Personnel Manual

- The City's personnel policies were last updated in 2019. I have drafted several proposed updates, including making our policies compliant with the new Earned Sick Time Act and new policies for artificial intelligence and social media.
- Legal has reviewed and provided feedback.
- I plan to present the draft to Council at your next workshop for review and feedback.

Boat Slips

- Please help spread the word! We still have four boat slips available at Wicks Park.
- The City Clerk put out another lottery notice. Applications are due March 28th by 5p.
 - Application: <https://tinyurl.com/msp4uudj>
- Both real property taxpayers and non-taxpayers may apply.
 - Real property taxpayers will be processed first.

Michigan Municipal League (MML) Capital Conference and Road Funding

- I attended the annual CapCon this week.
- The MML is very hopeful that we will see some level of road funding increases.
 - The house passed several road funding bills this week and the MML supports nearly all of them. Rep. Andrews also supported the proposal which will send more money to local roads, create a Neighborhood Roads Fund, and protect Constitutional Revenue Sharing. A huge thank you to him!
 - MML advised the package will "bring \$1.1 billion more into local roads and will result in an average funding increase of 150% for each city and village local road agency if supported in the senate and signed by the governor." Further details can be viewed here:

<https://mml.org/inside208/2025/03/20/house-passes-3-1-billion-transportation-proposal/>

- I attended the following sessions:
 - League Legislative Team Breaks It Down
 - Earned Sick Time Act Update
 - Legislative Breakfast
 - Cutting Through the Bureaucracy: A Federal Perspective
 - On the Front Line: Leadership in Times of Tragedy
 - Networking Lunch

Maple Street Project

- The improvements currently planned include:
 - Road reconstruction and rehabilitation
 - Water main replacement (including replacement of services, some to inside the home/building)
 - Sanitary sewer repairs
 - Drainage and stormwater management improvements
 - Culvert repairs
 - Concrete sidewalk
- Review of a plan to fund the project with current fund balances (savings/reserves) occurred at the Council's February 19 workshop. The details are available in the meeting packet: https://www.saugatuckcity.com/uploads/1/3/3/9/133977444/p_2-19-25.pdf
- The City engineer prepared a design engineering proposal and the Township and staff are reviewing. We have had some recent correspondence and meetings with the Township to further discuss an agreement for the cost share. Legal is preparing the necessary documents to finalize the details.
- I hope to present the engineering proposal and agreement to Council at your next workshop meeting.

Mt. Baldhead Bathroom Replacement

- We received several bids for the project and the engineer has prepared a recommendation.
- In late February, the Mayor and I sent correspondence to the tribes to request a meeting to discuss the project. The Mayor has also attempted phone contact. We hope to hear back soon.

Airport Property Project

- The ODC advised this week that they are ramping up with construction and anticipate more activity on site in the next month or so.
- Based on the consensus feedback from Council, the Parks and Public Works Committee was asked to gather community feedback and recommend a new name for the property.

- Please encourage your constituents to send us their ideas here: Send us your name idea for the airport property here: <https://www.surveymonkey.com/r/FY73CVM>
- The PPW committee will be discussing further on March 25.

AT&T Cellular

- No new updates for this report. As previously reported:
 - The State Historic Preservation Office (SHPO) recently sent AT&T a follow up letter regarding their September 24 submittal. The Federal Communications Commission has engaged in government-to-government coordination with the tribes and is still ongoing.
 - AT&T's decision on the City's agreement request remains pending resolution of SHPO approval.

Blue Star Trail

- Staff continues to follow up on the items that were discussed in the recent closed session.
- As previously reported:
 - MDOT received concerns from a Tribal Nation and MDOT started coordination. The coordination and additional assessment process will be lengthy and construction in calendar year 2025 is now unlikely.
 - On site tribal evaluation is planned for this spring/early summer.
 - As more details are known, MDOT will move the allocated TAP grant funding to future years and evaluate additional funding.
 - I recently confirmed with the Department of Natural Resources that they are also willing to consider an extension of the trust fund grant.

Miscellaneous

- Met with DPW Superintendent and Oval Beach Manager
- Attended Harbor Authority meeting.
- Held Department Head team meeting.
- Held meetings with water-sewer agreement committee members.
- Held one on one with Treasurer/Finance Officer
- Presented update on City priorities and projects at Women's Club
- Attended meeting with Douglas staff, DPW Superintendent, and our respective engineers to review last Blue Star Bridge inspection and plan for maintenance and repairs.
- Attended Convention and Visitors Bureau Board meeting.
- Met with DPW and City Engineer to review conceptual plans for Village Square court improvements.
 - The engineer plans to review some options with Council on Monday.

Blast from the Past

- Below is a publication that was in the paper on March 15, 1973.

- Finding revenue sources to pay for road improvements can be a challenge. It's one that many government officials have wrestled with for years:

Saugatuck Eyes Special Assessments, Boat Slip Fee

Saugatuck, faced with increasing demands for street improvements, is considering the use of special assessments so that property owners on the improved streets will bear some of the cost.

The Village Council Monday agreed to have president Julius Van Oss check with a lawyer on an ordinance to outline the special assessment procedure. In the past the village has paid for street improvements out of tax funds and motor vehicle tax rebates from the state.

Now, with many roads in bad shape because of repeated thawing, and the likelihood that available funds will be used up on several costly resurfacing projects, the village may turn to property owners. A similar plan was put into use in Douglas last year.

One project that should be considered for special assessment, Van Oss said, is James street. James is an undeveloped street running east from Elizabeth. A builder plans some houses there and would like the street graded and graveled, Van Oss said.

Treasurer Report
March 24, 2025



Tax:

- Worked through the last NSF payment.
- Settled the property taxes with the County
- Pushing property tax payments to the County.
- Learned how to do a tax certification

Payables:

- Continue to convert the vendors from Peter's account information to mine
- Processed a payables run
- Work with Fleis on billing for the seawall and concrete repairs project
- Updated a vendor with our W9 information.

Miscellaneous:

- Pushed through the main reconciliation for December, January, and February (still need to work through the variances and recording interest or service fee).
- Took a variety of credit card payments (parking fines, permits, etc)
- Continue working with Peter to determine how to proceed with the Water/Sewer money collection.
- Discuss procedures on the Maple St project with Peter.
- Ordered Oval Beach passes (seasonal and daily) and other supplies
- Started working next year's budget (provided reports, meetings with employees, started making the base document for reviewing)
- Upgraded the cost analysis for parades, then tweaked it for the Wicks situation.
- Working with Luke on the escrow deposits payouts
- Reviewed the escrow deposits account as a pre-audit prep step.
- Pushed Comcast on our franchise fee disbursements

Payroll:

- Processed the 03/14/25 payroll
- Consulted with BS&A on a quote for their timesheet module (which is a no-go)
- Working through BS&A's ESTA process to make sure that it works



City Clerk Department Report

March 24, 2025

Activity Since March 10:

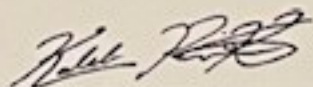
- Deputy Clerk Sara Williams has completed her second year at MAMC Clerk Institute on March 14th and I completed my third and final year on March 21st.
- Elections:
 - There will be a May 6, 2025 election with ballot language from Ottawa Area ISD.
- Currently processing 2025 Business Licenses. There have been 36 licenses issued out of approximately 150 total licenses.
- Sent out airport property name submission survey.
- Scheduled resident board of review appeal meetings for March 11th and 12th meetings.
- Sent out another Wicks Park Boat Slip lottery with application deadline of March 27th at 5pm. We have 4 open slips available after winners forfeited after the first lottery.
- Currently have two FOIA requests.
- Continuing work re-designing city website.
- Coordinated and prepared meeting packets and minutes.
- Clerk Meetings:
 - City Council Meeting - Wolters
 - Department Head Meeting - Wolters
 - Historic District Committee - Wolters
 - Special Historic District Committee - Wolters
 - DPW Team Meeting - Williams
 - City Council Workshop - Williams
 - Planning Commission - Williams

Central Michigan University

THIS CERTIFICATE OF ACHIEVEMENT IS AWARDED TO

Jamie Wolters

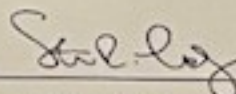
FOR SUCCESSFULLY COMPLETING THE
Michigan Municipal Clerks Institute
SPONSORED BY: MICHIGAN ASSOCIATION OF MUNICIPAL CLERKS
MARCH 2025



Kaleb G. Patrick, Ed.D.
INTERIM VICE PRESIDENT FOR
CMU INNOVATION AND ONLINE



CENTRAL
MICHIGAN UNIVERSITY



Steve Ludwig
MAMC INSTITUTE DIRECTOR
AND FACILITATOR



Planning, Zoning and Project Report

March 24, 2025

Planning and Zoning

- Attended scheduled internal meetings.
- Prepared for and attended HDC Regular and Special Meeting.
- Prepared for Planning Commission Meeting.
- Sent mail notification for April ZBA Meeting.
- Reviewed Master Plan.
- Met with Legal for STR regulation discussion.
- Sent enforcement letters as required.
- Performed inspections on projects as required.
- Continued discussions with Granicus to ensure boundary lines are correct.
- Continued discussions with Legal regarding hardscaping in ROW.
- Had discussions with Legal regarding waterfront enforcement issue.
- Reached out to previous years EODA business owners for this season.
- Had further discussions with residents regarding STR ownership transfers.
- Followed up on unpaid Permits.
- Followed up on ongoing enforcement cases.
- Followed up on general code enforcement.
- Issued permits and completed casework as outlined below.

Open Casework

515 St Joseph	STR Renewal of Accessory Structure. No SLU obtained, advised they need to go before the PC. Had meeting to discuss case. Received SLU App. Requested information on Gross Finished Floor Measurements. Postponed until later date. Notified applicants that their case will be at the March PC Meeting.	PC
450 Spear	SLU app for rental of an accessory dwelling unit. Need fee paid and app signed. Schedule for September PC meeting. Received signed app. Received fee. Dimensions too small. ZBA agreed to look at regulations and bring this back before the commission after that date. Notified applicants that their case will be at the March PC Meeting.	Zoning
550 Dunegrass Circle	Received notice of violation from EGLE. Researched property to ensure process shall be followed, in talks with developer in regards to potential development, will address requirements in regards to egle violation when determined. Had discussion with contract planner to determine how to move forward with proposed development. Further research done on SLU and Site Plan approval for 500 and 550 Dunegrass. sent legal questions for appropriate next steps. Reached out to developer with information regarding potential future project and also with plans to resolve EGLE violations. Reps from site will be required to submit vegetation removal plan to the PC. Developer stated that they would be reaching out to an environmental consulting firm to put together information. had discussion with environmental consultants on what needs to be provided to the PC. Received questions from environmental consultants, scheduled call with developer for further discussion. Emailed environmental consultants with expectations for site plan review application.	Enforcement

568 Mason	Emailed Contractor about damaged water line. Sent application to engineer. Asked applicant for more information. Confirmed Drawings are being made. Spoke with developers about issue. Still awaiting complete application and drawings for work completed onsite to address waterline issue. Had further discussions about what happened on site and emailed engineer and KLWSA to determine appropriate action. Recommendations received from Kal Lake and City Engineer, passed on to Contractor. discussion on utility work continues. Invoice for Asphalt work sent to Contractor. Further confirmation still needed, discussion with contractor, engineer, and KLWSA continue. Spoke with contractor for update. discussions continue with Contractor and Kal-Lake. Reached out to contractor to again discuss reimbursement for Kal-Lake.	KLWSA
306 Mary St	Application for SLU for ADU STR. Scheduled for 12-19 PC. Postponed due to potential regulatory changes. Notified applicants that their case will be at the March PC Meeting.	PC
825 Bridge St	Application for STR ADU SLU received. Had discussion about minimum size not meeting requirements. Applicant explained structure had been rented since 2011. suggested waiting for the 12-19-2024 Meeting for discussion on regulations before submitting application. Spoke further about minimum size requirements and how to best relay concerns to the PC. Spoke to owner again about potential timeline for review. Owner picked up checks for application, still intends to apply for SLU at future time. SLU Application received, still need payment.	PC
405 Park St	Received application for addition of bathrooms and interior renovation. Sent to Contract planner for discussions. Administrative review deemed inappropriate due to location and scope of project, Formal site plan review scheduled for pc. Site plan review approved contingent upon applicable flood plain requirements being met. Waiting on owner to send additional documentation. Emailed owner regarding conditioned site plan approval and asked about required documentation.	Zoning
150 Taylor St	Application for STR renewal received. More information needed from applicant. Info provided, sent to Fire Department. Sent email to applicant explaining that due to transfer of ownership to LLC, application is currently pending.	STR
842 Lake St Unit 7	Str application with no required documentation provided, sent back to local agent. Info received, still need payment. Sent email asking for update on payment.	STR
807 Lake St 7	Incomplete STR application received. Sent back to local agent. Received info, asked for further information. Info received, sent to fire department.	STR

249 Mason	Change of Use application received. Had discussion with fire department and sent request for more information to applicant.	
304 Lucy St	Received STR renewal with new owners. Noted a different license holder on application from previous years. Transfer occurred Jan 2024, existing certificate never updated. Application denied due to unauthorized transfer of ownership. Email and letter sent to owner. Discussions with the owner and local agent in regards to appropriateness of denial was had. Owner to provide timeline of events for argument to be sent to legal. Explained to owner that their application is considered denied due to transfer.	STR
940 Pleasant	Received site plan review from fire department. Reached out to Ryan with questions. Sat down with owner to discuss plan. More information needed. Application received, asked for engineering drawings for storm water.	Zoning
40 Butler St	HDC application for Fence received. Sent to Contract planner. HDC approved contingent upon material used being wood. Sent applicant Zoning permit application for next steps.	HDC
555 Griffith St	STR application received. Sent to fire department. Notified of pipe burst at property, inspection postponed until further notice.	STR
618 Water St	Spoke to sign company in regards to requirements for monument sign in the historic District. Discussion continues on requirements of HDC.	HDC
419 Lake St	STR application received. Sent to fire department	STR
338 Park St	Application received for existing STR. Noted transfer from owner to LLC, notified owner that license is currently pending. Sent email to applicant explaining that due to transfer of ownership to LLC, application is currently pending. Spoke with applicant about upcoming City Council Workshop.	STR
781 Manchester Dr	STR application received. Sent email to applicant explaining that due to transfer of ownership to LLC, application is currently pending.	
231 Grand St	STR Application received. Local Agent outside of allowed radius, notified owner.	STR
332 Mary St	Discussion with STR owner, resources provided.	STR
152 Butler St	Spoke to applicant about replacing exterior tiles at commercial property. Provided resources.	HDC
131 Mason St	Fire department notified me of fence blocking egress, owner intends to remove panel of fence, emailed HDC chair to confirm that administrative approval is appropriate for modification of a fence behind a building line.	HDC
129 Griffith St Unit 7	STR Application. Need more information. Sent to fire department. License issued.	STR
405 Park St	Received concerns for a floating dock at 405 Park which has no permits. Reached out to owner for clarification.	Enforcement

102 Butler	Application received for art installation, Special Meeting approved for 03-13-2025	HDC
412 Mason St	STR Application received. More information needed. Information received, sent to fire department.	STR
110 Butler St	STR Application received, more information needed.	
120 Mary St	Spa application received, HDC approved on 05-23-2024. Dimensions different from what has been approved, sent to HDC chair for clarification on process. Sent email to contractor notifying them of dimensional difference and need for HDC meeting.	Zoning
131 Griffith St	application for street cut ROW permit. Invoice sent.	ROW
40 Butler St	ZBA application received for variance from waterfront fence requirements.	ZBA
237 Francis St	STR application received. More info needed.	STR
665 Spear	Had meeting with resident about final requirements for occupancy permits and explained that there are no available STR licenses in the CR district.	STR
673 Lake St	HDC application received for pool house and acc building. Sent invoice to applicant.	HDC
790 Simonson	STR application received. Sent to fire department.	STR
715 Pleasant	STR Application received. Sent to fire department.	STR
807 Lake St #5	STR Application received. Sent to fire department.	STR
635 Holland St	STR Application received. Sent to fire department.	STR
731 Butler St	STR Application received. Sent to fire department.	STR
131 Griffith St	HDC application received for reroof.	HDC
991 Ridgeview Ln	STR Application received, need payment.	STR
120 Mary St	HDC application for spa received.	HDC
565 Weirich Dr	Notified of potential enforcement case for STR.	Enforcement
70 Park St	Spoke to applicant about installation of solar.	Zoning

Closed Casework

413 Lake St	STR application received with no supporting documents. Request for more info. Info provided, sent to fire department. License Issued.	STR
409 Lake St	STR application received with no supporting documents. Request for more info. Info provided, sent to fire department. License Issued.	STR
997 Singapore Dr	Spoke to resident about STR regulations and applying for a license early. Application received, sent to fire department. License Issued.	STR
638 Allegan	Answered questions regarding whether or not property will be able to continue to rent after it is sold.	STR
31 Butler St	HDC application received to reside building. Advised that payment is still needed. Payment Received. HDC permit issued, sent to MTS.	HDC
234 Butler St	HDC application for reroof. Approved on 03-06-2025. Sent to MTS.	HDC
102 Butler St	HDC Application for bike rack. Approved on 03-06-2025.	HDC
611 Lake St	Application for HDC permit for sauna received. Location of sauna does not meet Zoning Code, left message for applicant to discuss further. Had discussion about placement of structure not conforming with Zoning regulations. Awaiting response regarding new placement. Notified applicant that changing location will require new meeting, advised that location is chosen prior to meeting. Contractors stated that the applicants will be applying for a variance upon HDC approval, I illustrated concerns and potential issues that they may run into. Forwarded dimensional concerns raised by Horizon to applicant. Application withdrawn, no further action at this time.	HDC
231 North St	STR application received. More information needed. Information provided sent to fire department. License Issued.	STR
714 Park	STR application received. Sent to fire department. License Issued.	STR
131 Butler	Spoke to applicant about potential roofing project and HDC requirements.	HDC
540 Campbell Rd	STR application received. Sent to fire department. License Issued.	STR
116 Riverside Dr	Received questions about jurisdiction of property.	Zoning
589 Hoffman St	STR application received. Sent to fire department. License Issued.	STR

149 Griffith	Provided resources for applicant looking to add patio to rear of business in Historic District.	HDC
129 Griffith Unit 2	Received concerns from MTS that change of use is occurring without proper permits. Continued discussion with MTS, change of use application expected. Had discussion with applicant on processes. Provided resources. Discussions continue with applicant and fire department. Spoke with applicant about timelines for approval. Continued discussion with applicant and fire department. Change of use issued, Fire department sent application to MTS.	Zoning
450 Spear	Received questions relating to the fire department.	Zoning
129 Griffith	Received questions relating to renting and what constitutes an allowable apartment.	STR
775 Manchester Dr	Trash left out after pickup day. Enforcement letter sent. Owner to address issue.	Enforcement
322 Culver St	Applicant reached out to renew EODA for the year. Asked for updated insurance. Insurance provided, sent invoice.	EODA
149 Lucy St	Answered process questions.	Zoning
129 Griffith St Unit 7	STR Application. Need more information. Sent to fire department. License issued.	STR
530 S Maple	STR Application. Sent to fire department. License issued.	STR
254 Francis St	Sent contractor W9 for Escrow return.	Escrow
750 Park	Sent contractor W9 for Escrow return.	Escrow
1020 Holland St	Addition to res structure received. Waiting on topo survey. Reached out to contractor to confirm topo survey is on the way. Topographic survey received. Sent engineering drawings to engineer. Engineer confirmed no concerns. Permit issued.	Zoning
322 Culver St	Sent email to owner in regards to outdoor dining regulations. Asked that all outdoor dining equipment be removed and not used until April 1.	Enforcement
646 Francis St	ROW application for water connection. ROW permit issued, advised that applicant reach out to coordinate with City Engineer.	ROW
329 Water St	STR application. More information needed. Information provided, insurance does not illustrate rental coverage, asked for further information. Sent to fire department. License issued.	STR
888 Holland St	Had discussion regarding use and lot size.	Zoning
401 Elizabeth St	Answered questions and provided resources for future repaving project for Saugatuck Public Schools. Discussion continues. No further action at this time.	Zoning
790 Simonson Rd	Had meeting with resident about transfer regulations for STR licenses.	STR
540 Mason St	STR Application received. More information needed. Sent to fire department. License issued.	STR

822 Allegan St	STR Application received. More information needed. Sent to fire department. License issued.	STR
819 Bridge St	STR Application received. Sent to fire department. License issued.	STR
312 Hoffman	Spoke about STR transfer regulations.	STR



Department of Public Works

Below is a summary of notable activities carried out by the Department of Public Works since the last council meeting on 3/10/2025:

CPR AED Training:

Public Works staff completed CPR AED recertification training, hosted by Tony Schippa through Holland Hospital and the American Heart Association. The certifications are valid for 2 years. The topics that were covered were CPR, AED, and infant CPR. Public Works is committed to ensuring the safety of our many visitors, residents, and businesses.

Oval Beach:

As the summer season quickly approaches, some staffing adjustments have been made between Public Works and Oval Beach operations. Scott Morrow has accepted the position of Equipment Operator/Maintenance Worker/Oval Beach Manager. Scott brings with him a robust background in management, team leadership, and retail experience. Noah Aramendi will now work year-round as an Equipment Operator/Maintenance Worker at Public Works where his skills will continue to be a valuable contribution to the team. Noah did a great job managing the beach through the 2024 summer season.

Stormwater – Ditches and Catch Basins:

Now that the ground has thawed, we can prepare for spring rain. Part of those preparations included cleaning out ditches. We submitted MISS Dig locate requests, then cleaned out the ditches at the following locations:

- Blue Star Highway – Between Maple Street and Bridge Street (both sides)
- Mason Street – Between Taylor Street and Maple Street
- Mason Street – Between East Street and West Street

We've also manually checked each stormwater catch basin in the City and determined that approximately 55 of them need to be cleaned this spring. We typically average 30-40 catch basin cleanings each year, so this year is slightly above average. The low water levels are likely a contributor to the increase since catch basins that are typically submerged along Water Street are now visible and can be cleaned.

Asphalt Patching:

Patch work continues almost weekly in the City. Potholes can develop rather quickly once the ground is thawed, and the base layers of streets become saturated by rains and melting snow. Residents and motorists are quick to draw our attention to specific locations. This work will continue weekly or bi-weekly for the next couple of months or until the most significant potholes have been patched.

Chain Ferry:

The iconic Chain Ferry is in need of attention. Originally, DPW and F&V planned on adding repairs to the seawall and concrete project scope, however, upon further review it was decided that this should be a standalone project. Repairs are planned out into three different phases.

Phase 1 (Spring 2025) Minor repairs to the landings should be addressed this spring to ensure safe functionality. The scope of this work is somewhat minimal and can be handled in-house with existing staff and equipment. New decking would be installed along with welding metal plates over areas in need within the frame of the landings.

Phase 2 (Fall 2025) Diversified Welding and Fabrication has provided the City with a quote of \$17,000 to reconstruct the arbors. The idea is to replicate exactly what exists today. It's a fairly simple angle iron frame with cedar shake shingles and painted wood covers over the columns. Two modifications would be done. The first is to reconstruct the columns using slightly thicker gauge metal to correct some of the issues that we're seeing with the thinner 1/8" metal today. The second is that an epoxy based black paint will be applied to all bare steel. This will better protect the metal from the marine elements.

Phase 3 (Spring 2026): DPW will recommend that F&V assist the City with designing new landings all together capturing as much of the historic charm that the Chain Ferry is known for. A close examination of what exists currently would show that inferior products were used to construct this area and DPW feel that this historical piece, so iconic to Saugatuck, deserves much better.

Meetings:

- **3/10/2025 – DPW Weekly Goals Meeting**
- **3/11/2025 – Oval Beach Leadership Meeting**
- **3/12/2025 – Department Head Team Meeting**
- **3/13/2025 – Blue Star Bridge Meeting – Saugatuck and Douglas**
- **3/14/2025 – DPW Weekly Goals Follow Up Meeting**
- **3/17/2025 – DPW Weekly Goals Meeting**
- **3/20/2025 – Village Square Courts Conceptual Meeting**
- **3/21/2025 – DPW Weekly Goals Follow Up Meeting**

Sheriff's Office Monthly Report - February

44 total dispatched calls and/or self-initiated calls Abandoned 911 calls - 1

Accidents – 1

Assault - 1

Assist other agencies – 5 (assist to fire/ems on medicals) Fire Alarm – 1

General assist – 23

Loud noise – 1

Open Door – 1

Ordinance violation - 1

Parking – 3

Traffic offense – 1

Tree down – 1

Weapons – 1

Below are traffic stops by the 4 Deputies contracted by the city and amount of times they are at the school.

Traffic stops – 20

School contacts – 22

**City of Saugatuck
Status Report of Engineering Activities
March 20, 2025**

General Consultation

- 2024 Asphalt Repairs: The project is complete with the exception of punch list work to be completed in the spring, as weather allows.
- Village Square Court Renovation: Preparing a DNR Passport Program application to be submitted prior to the April 1 deadline. Reviewing draft conceptual drawings with staff on March 20. The council resolution will be on the March 24 regular meeting agenda for adoption.
- Developing a proposal for inspection of larger culvert crossings and storm sewer outfalls.
- Updated the CIP based on council and other feedback. Prepared a draft CIP specific to the Blue Star Highway bridge to assist Saugatuck and Douglas with budgeting for maintenance and longer-term repairs.
- Opened bids for a 3-year pavement marking contract on March 13 and prepared a recommendation of award for consideration at the March 24 council meeting. Work is to be completed by mid-June each year.
- Attended several meetings related to water and sewer agreements and provided supplemental information/feedback.

EGLE Technical, Managerial and Financial (TMF) Project

- The City was awarded \$221,600 in funding from EGLE's Community Technical, Managerial, and Financial (TMF) support for lead service line identification (100% grant).
- Prepared the City's Complete Distribution System Materials Inventory and submitted it to EGLE to meet the October 16 deadline. An updated version will be provided when potholing work is complete.
- Potholing work is anticipated to resume soon and be completed in April. A number of addresses have been added to fully utilize the grant dollars available.

Mt. Baldhead Projects

- AT&T Project Assistance
 - Providing assistance on an as-needed basis.
- Restroom Building Replacement
 - The bid opening was held on February 13.
 - The project is on hold for City coordination with project stakeholders.
- Observation Platform Replacement
 - Design work is progressing. Additional survey work is complete.
 - The Allegan Conservation District has provided the Vegetation Removal Assurance, which is a report required for the EGLE/USACE Critical Dunes Permitting. The report evaluates impacts on vegetation, native, non-native and invasives, and provides guidance for the design and construction. The report includes guidance for several of the unhealthy, dead or undesirable species to be removed as part of the project and replaced with native/desirable ones.

Sea Wall and Concrete Repairs

- Design work is nearly complete.
- Met with DPW and steel fabricator to provide direction for short term ramp framing repairs at the chain ferry.
- We are working to get the project out for bids as soon as possible with construction to be completed prior to the 4th of July holiday.

Maple Street Improvements – Study Phase

- Planning work was presented to council at the January 22, 2025 workshop.
- The City's MDOT Category B grant was selected for funding. This grant will fund \$250,000 of the road restoration costs on the project.
- We are currently anticipating design starting in spring 2025 and construction starting in spring 2026 following the Allegan County Drain Commissioner's Blue Star Highway Drain project, which will require closure of Blue Star Highway for a time. MDOT has approved extending the Category B funding to 2026.
- Drafted a design phase proposal for discussion.

Park Street Improvements – Study Phase

- Park Street between Campbell Road and Mt. Baldhead has no specific non-motorized facility and a number of unique challenges and right-of-way encroachments. The asphalt pavement is deteriorating. A number of development projects have recently been completed or are ongoing along the corridor. A planning phase proposal has been developed to build on prior study work and develop a scope, concept and cost estimate for improvement of the corridor.
- We are awaiting results of our application to EGLE's Michigan Coastal Management Program, which was submitted on December 20, 2024 followed by a council resolution on December 23. If funded, the grant would cover up to 50% of the planning cost and an updated proposal will be prepared to align with the funding. EGLE has reached out several times with follow-up questions/clarifications on the application.

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INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF SAUGATUCK
EXP CHECK RUN DATES 03/12/2025 - 03/25/2025
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Page: 1/2

Vendor Name	Description	Amount
1. ALLEGAN COUNTY SHERIFF		
	JAN '25 CORRECTIONS SERVICES	104.00
	FEB '25 SHERIFF CONTRACT	32,656.80
	TOTAL	32,760.80
2. BARRY CHESTERMAN		
	REFUND UNUSED ESCROW	1,740.00
3. CAPITAL ONE		
	FEB '25 STATEMENT BALANCE	601.48
4. CLIMATE GUYS.COM		
	HEATING & COOLING SERVICE	1,083.54
5. COMCAST		
	02/28 - 03/27 INTERNET SERVICE	263.40
6. COMMERCIAL RECORD		
	DISPLAY LEGALS	490.00
7. CONVENTION AND VISITORS BUREAU		
	FIREWORKS CONTRIBUTION	5,000.00
8. DO IT CORPORATION		
	OVAL BEACH PASSES	858.00
9. FAHEY SCHULTZ BURZYCH RHODES		
	FEB '25 2023 STR LEGAL ISSUES/TASK FORCE	3,300.00
	FEB '25 WATER AND SEWER	4,246.50
	FEB '25 CITY ETHICS PROJECT	737.50
	FEB '25 GENERAL LEGAL	6,572.00
	FEB '25 ZONING	2,138.00
	FEB '25 CITY COUNCIL	5,475.00
	FEB '25 MANAGER	3,356.50
	FEB '25 DUNE RIDGE V (ORIGINAL ACTION)	477.30
	FEB '25 EMPLOYMENT	88.50
	TOTAL	26,391.30
10. FASTENAL		
	SUPPLIES (BOBCAT)	56.95
	SUPPLIES (BOBCAT)	34.78
	SUPPLIES (TRUCK ONE)	427.26
	TOTAL	518.99
11. FLEIS & VANDENBRINK ENGINEERING INC		
	01/26 - 02/22 ENGINEERING FEES - GEN CONSULT	904.00
	01/26 - 02/22 ENGINEERING FEES - MAPLE ST IMPS	282.50
	01/26 - 02/22 ENGINEERING FEES - MT. BALDHEAD	1,200.00
	01/26 - 02/22 ENGINEERING FEES - SEA WALL AND	6,020.00
	TOTAL	8,406.50
12. FRONTIER		
	11/20 - 12/19 SERVICE	302.69
	12/20 - 01/19 SERVICE	35.26
	01/20 - 02/19 SERVICE	99.00
	01/20 - 02/19 SERVICE	253.04
	TOTAL	689.99
13. GLOBAL EQUIPMENT COMPANY		
	URINAL SCREEN	664.90
14. IHLE AUTO PARTS		
	FEB '25 MOTOR PURCHASES	642.12
15. KENDALL ELECTRIC INC		
	STREET LIGHTS	47.70
	RETURNED STREET LIGHTS	(47.70)
	WELDER PLUG	52.50
	TOTAL	728.50

78

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INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF SAUGATUCK
EXP CHECK RUN DATES 03/12/2025 - 03/25/2025
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Page: 2/2

Vendor Name	Description	Amount
16. MERCHANTS BANCARD NETWORK		
	FEB '25 CC PROCESSING - CONCESSIONS AND OFFICE	152.82
17. MICHIGAN GAS UTILITIES		
	01/23 - 02/20 SERVICE - 102 BUTLER	162.67
	01/23 - 02/21 SERVICE - 345 BUTLER	220.77
	01/27 - 02/23 SERVICE - 3338 BLUE STAR	516.42
	TOTAL	899.86
18. NET2PHONE INC		
	MAR '25 PHONE SERVICE	216.31
19. OCCUPATIONATIONAL HEALTH CENTERS		
	DOT PHYSICAL - HERBERT	136.00
20. PURITY CYLINDER GASES INC		
	SUPPLIES	118.34
21. REPUBLIC SERVICES		
	MAR '25 DISPOSAL AND PICKUP SERVICE - BLUE STA	2,028.90
22. SAUGATUCK FIRE		
	RENTAL HOME INSPECTIONS	350.00
	RENTAL HOME INSPECTIONS	1,225.00
	TOTAL	1,575.00
23. SAUGATUCK TOWNSHIP		
	W/S CONTRACT 2024-2025	508.25
24. SCHIPPERS CONSTRUCTION		
	REFUND UNUSED ESCROW	1,371.62
25. STATE OF MICHIGAN		
	MILFOIL TREATMENT - PERMIT FEE	800.00
26. STINGERS PEST CONTROL		
	PEST CONTROL CITY HALL	150.40
	PEST CONTROL DPW	150.40
	TOTAL	300.80
27. UNEMA PLUMBING & EXCAVATING		
	REFUND UNUSED ESCROW	1,904.91
28. VALLEY CITY LINEN INC		
	SHOP TOWELS	63.70
	SHOP TOWELS	63.70
	TOTAL	127.40
TOTAL - ALL VENDORS		90,303.73
FUND TOTALS:		
Fund 101 - GENERAL FUND		87,457.11
Fund 202 - MAJOR STREETS		282.50
Fund 203 - LOCAL STREETS		100.00
Fund 661 - MOTOR POOL FUND		2,464.12



City Council Agenda Item Report

FROM: Ryan Cummins, City Manager

MEETING DATE: March 19, 2025

SUBJECT: Resolution No. 250324-A - 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. 250324-A - 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. 250324-A

**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

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.

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.

Deleted: Grantor

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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

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:

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

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.

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.

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.

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.



City Council Agenda Item Report

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

MEETING DATE: March 24, 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 and March 19, 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 or trust 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.
- Allow for removal or reallocation of ownership interests, but prohibit transfers that add individuals or entities.

Legal has also updated the suspension and revocation of licenses process to be consistent with the changes above and provide greater clarity.

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:

Motion to approve Ordinance No. 250324-B 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 for short-term rental licenses, to update penalties for violations, 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, MICHIGAN

SHORT-TERM RENTAL LICENSING ORDINANCE AMENDMENT

ORDINANCE NO. 250324-B

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 for short-term rental licenses, to update penalties for violations, 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) calendar days after this deadline, subject to a late fee established by resolution of the City Council. Renewal applications submitted after this five (5) calendar 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 or trusts must submit updated documentation each year showing that the interest, composition,

membership, or ownership in said corporation or trust has not changed so as to constitute a transfer as defined in this chapter. Aside from the renewed fire safety checklist, ~~and fire inspection, and updated 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) calendar 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.

- a. Notwithstanding anything in this chapter to the contrary, an application for a short-term rental license may be submitted by an owner who previously held a short-term rental certificate if the following apply: 1) the short-term rental certificate expired between August 26, 2024 and the effective date of this Ordinance; and 2) the certificate holder did not timely apply for a short-term rental license but otherwise satisfied all applicable requirements of the City Code. In such circumstances, the

certificate holder may apply for a short-term license no later than five (5) calendar days after the effective date of this Ordinance. Such applications may be processed and a short-term rental license issued, subject to the payment of the late fee set forth herein and satisfaction of all other requirements of the City Code.

~~(B)(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 99.61, shall be amended to read as follows:

§99.61 SUSPENSION AND REVOCATION OF LICENSE.

- (A) *Suspension or revocation of license.* The following shall constitute grounds for suspending or revoking a short-term rental license:
- (1) A license holder, owner, and/or authorized agent's inclusion of false, incorrect, or misleading information and/or statements on an application for a short-term rental license.
 - (2) A license holder, owner and/or local agent's failure to comply with the standards and regulations set forth in Section 99.57.
 - (3) A license holder, owner, and/or local agent's failure to timely remedy a violation of this chapter or the City's Noise Ordinance, as set forth in Section 99.60.
 - (4) A license holder and/or owner's ~~attempted~~ transfer of any interest in a short-term rental license or premises to a person or entity that does not have an existing interest in said license or premises, as defined in Section 99.63.
- (B) *Violation notice.* If the enforcing officer has reason to believe that there are grounds to suspend or revoke a short-term rental license, the enforcing officer may, but is not required to, prepare a written notice specifying the alleged grounds for suspension or revocation and the factual basis for this belief. The written notice shall inform the alleged violator of the time, date, and place of the hearing before the City Council, shall be served on the license holder either personally or by certified mail no less than twenty-one (21) days before the hearing.
- (C) *Violation hearing.* If such a violation notice is prepared and served, the City Council shall hold a hearing at which time the license holder shall be given an opportunity to show cause why the short-term rental license issued under this chapter should not be suspended or revoked. The City Council's decision shall be in writing and shall specify the factual evidence upon which it is based and shall be final and binding upon the

license holder. A copy of the City Council's written decision shall then be provided to the license holder. The City Council's determination that an unauthorized transfer of interest in a short-term rental license or premises took place or that an applicant included false, incorrect, or misleading information and/or statements on an application for a short-term rental license and that the inclusion of the correct information would have rendered the applicant ineligible for a short-term rental license, shall result in the immediate revocation of the short-term rental license. For all other types of violations found by the City Council, a short-term rental license shall first be suspended before being revoked, as set forth below.

- (D) *Subsequent violations.* After a short-term rental license has been suspended, any additional violation(s) committed by the license holder and/or local agent within one (1) year of the expiration of the last suspension shall be grounds for a second suspension. If it has been more than two (2) years since the expiration of an initial suspension of a short-term rental license, a subsequent violation shall be deemed to be a first suspension. Upon the City Council's ~~sa~~ determination that a short-term rental license holder has ~~been suspended two (2) or more times and is facing a third suspension~~ committed an additional violation within two (2) years of the expiration of a second suspension, the City Council may permanently revoke the short-term rental license, at which point that license holder will be permanently ineligible to apply for a short-term rental license for the premises in question.
- (E) *Length and timing of suspensions and/or revocations.* Subject to subsection (F) below, suspensions and revocations shall generally be effective immediately. Provided, however, if any portion of the suspension time falls outside the primary tourist season of May through September, then the balance of the suspension time shall carry over to the next primary tourist season, with rental activity outside of the primary tourist season remaining prohibited until the suspension expires. Suspensions/revocations shall be for the following periods:
- (1) First suspension - three (3) months.
 - (2) Second suspension - six (6) months.
 - (3) Revocation - permanent.
- (F) *Existing contracts.* Existing short-term rental contracts up to sixty (60) nights beyond the beginning date of any suspension/revocation may be honored by the license holder with approval by the City Council. Those existing contracts beyond sixty (60) nights shall be canceled. The time period approved to honor existing contracts shall be added to the end of any suspension period.
- (G) *Fraudulent complaints.* Any person who knowingly files a fraudulent, false, or fictitious complaint about a short-term rental shall be deemed to be in violation of this chapter and may be subject to court enforcement proceedings and the penalties under Section 99.62 of this chapter.

SECTION 4. 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.* ~~§Except as expressly provided herein, 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 to a new owner or owners or the transfer of ownership of the dwelling unit for which the license is issued short-term rental premises to a new owner or owners. Any attempt by an existing owner of a short-term rental to convey partial interest in a short-term rental license or premises to a third party while retaining some interest in the short-term rental license or premises shall render the license revocable.~~ In the event of an unauthorized transfer, a new short-term rental license must be obtained by the new owner of the ~~dwelling unit short-term rental premises~~ 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, and transfers that reallocate or remove current ownership interests but do not add any new ownership interests. 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) Change to the form of ownership. The following transfers that change the form of ownership, but not the identity of the owners, shall be permitted:
 - i. 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.

ii. 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.

iii. 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.

(2) Removal or reallocation of ownership interests. Where more than one individual or entity has an interest in a short-term rental license or premises, the composition of ownership may be altered so as to remove an existing ownership interest or to reallocate ownership interests among existing owners. By way of example but not limitation, this could include the following scenarios:

i. A short-term rental premises owned by a married couple can be transferred to the surviving spouse upon the death of a spouse.

ii. A trust owning a short-term rental license can be revised to remove a beneficiary.

iii. A corporation owning a short-term rental premises can reallocate ownership interests among its members or remove members.

(3) General prohibition. Notwithstanding anything in this chapter to the contrary, no transfer will be permitted that has the effect of conveying any sort of interest in a short-term rental license or premises to an individual or entity who does not have an existing interest in said license or premises, including any transfer that attempts to add 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 only changes the form of ownership or removes or reallocates existing ownership interests without adding any new ownership interests 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.

~~(E)~~ Retroactive effect. It is the intent of the City for the permitted transfers enumerated herein to apply both prospectively and 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.

SECTION 5. 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 6. REPEAL: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 7. 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

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 _____, _____ 2025, 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 _____, 2025.
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 _____, 2025.

ATTESTED:

Jamie Wolters
City of Saugatuck, Clerk

**CITY OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN**

NOTICE OF ADOPTION

SHORT-TERM RENTAL LICENSING ORDINANCE AMENDMENT

ORDINANCE NO. 250324-B

Please take notice that on _____, 2025, the City Council of City of Saugatuck adopted Ordinance No. 350324-B, which, among other things, amends the City of Saugatuck's Short-Term Rental Licensing Ordinance, Ordinance No. 240229-B, to provide for the imposition of late fees for late applications for short-term rental licenses, to update penalties for violations, and to authorize certain types of transfers relating to short-term rentals. 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 Amendment to Ordinance No. 240299-B has the following sections, which are summarized below: Section 1: Amendment Section 99.58; Section 2: Amendment to Section 99.59; Section 3: Amendment to Section 99.61; Section 4: Amendment to Section 99.63; Section 5: Severability; Section 6: Repeal; and Section 7: Effective Date.

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

Publication Date: _____, 2025

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 for short-term rental licenses, to update penalties for violations, 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) calendar days after this deadline, subject to a late fee established by resolution of the City Council. Renewal applications submitted after this five (5) calendar 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 or trusts must submit updated documentation each year showing that the interest, composition,

membership, or ownership in said corporation or trust has not changed so as to constitute a transfer as defined in this chapter. Aside from the renewed fire safety checklist, fire inspection, and updated 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) calendar 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.
 - a. Notwithstanding anything in this chapter to the contrary, an application for a short-term rental license may be submitted by an owner who previously held a short-term rental certificate if the following applies: 1) the short-term rental certificate expired between August 26, 2024 and the effective date of this Ordinance; and 2) the certificate holder did not timely apply for a short-term rental license but otherwise satisfied all applicable requirements of the City

Code. In such circumstances, the certificate holder may apply for a short-term license no later than five (5) calendar days after the effective date of this Ordinance. Such applications may be processed and a short-term rental license issued, subject to the payment of the late fee set forth herein 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 99.61, shall be amended to read as follows:

§99.61 SUSPENSION AND REVOCATION OF LICENSE.

- (A) *Suspension or revocation of license.* The following shall constitute grounds for suspending or revoking a short-term rental license:
- (1) A license holder, owner, and/or authorized agent's inclusion of false, incorrect, or misleading information and/or statements on an application for a short-term rental license.
 - (2) A license holder, owner and/or local agent's failure to comply with the standards and regulations set forth in Section 99.57.
 - (3) A license holder, owner, and/or local agent's failure to timely remedy a violation of this chapter or the City's Noise Ordinance, as set forth in Section 99.60.
 - (4) A license holder and/or owner's transfer of any interest in a short-term rental license or premises to a person or entity that does not have an existing interest in said license or premises.
- (B) *Violation notice.* If the enforcing officer has reason to believe that there are grounds to suspend or revoke a short-term rental license, the enforcing officer may, but is not required to, prepare a written notice specifying the alleged grounds for suspension or revocation and the factual basis for this belief. The written notice shall inform the alleged violator of the time, date, and place of the hearing before the City Council, shall be served on the license holder either personally or by certified mail no less than twenty-one (21) days before the hearing.
- (C) *Violation hearing.* If such a violation notice is prepared and served, the City Council shall hold a hearing at which time the license holder shall be given an opportunity to show cause why the short-term rental license issued under this chapter should not be suspended or revoked. The City Council's decision shall be in writing and shall specify the factual evidence upon which it is based and shall be final and binding upon the

license holder. A copy of the City Council's written decision shall then be provided to the license holder. The City Council's determination that an unauthorized transfer of interest in a short-term rental license or premises took place or that an applicant included false, incorrect, or misleading information and/or statements on an application for a short-term rental license and that the inclusion of the correct information would have rendered the applicant ineligible for a short-term rental license, shall result in the immediate revocation of the short-term rental license. For all other types of violations found by the City Council, a short-term rental license shall first be suspended before being revoked, as set forth below.

- (D) *Subsequent violations.* After a short-term rental license has been suspended, any additional violation(s) committed by the license holder and/or local agent within one (1) year of the expiration of the last suspension shall be grounds for a second suspension. If it has been more than two (2) years since the expiration of an initial suspension of a short-term rental license, a subsequent violation shall be deemed to be a first suspension. Upon the City Council's determination that a short-term rental license holder has committed an additional violation within two (2) years of the expiration of a second suspension, the City Council may permanently revoke the short-term rental license, at which point that license holder will be permanently ineligible to apply for a short-term rental license for the premises in question.
- (E) *Length and timing of suspensions and/or revocations.* Subject to subsection (F) below, suspensions and revocations shall generally be effective immediately. Provided, however, if any portion of the suspension time falls outside the primary tourist season of May through September, then the balance of the suspension time shall carry over to the next primary tourist season, with rental activity outside of the primary tourist season remaining prohibited until the suspension expires. Suspensions/revocations shall be for the following periods:
 - (1) First suspension - three (3) months.
 - (2) Second suspension - six (6) months.
 - (3) Revocation - permanent.
- (F) *Existing contracts.* Existing short-term rental contracts up to sixty (60) nights beyond the beginning date of any suspension/revocation may be honored by the license holder with approval by the City Council. Those existing contracts beyond sixty (60) nights shall be canceled. The time period approved to honor existing contracts shall be added to the end of any suspension period.
- (G) *Fraudulent complaints.* Any person who knowingly files a fraudulent, false, or fictitious complaint about a short-term rental shall be deemed to be in violation of this chapter and may be subject to court enforcement proceedings and the penalties under Section 99.62 of this chapter.

SECTION 4. 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.* Except as expressly provided herein, 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 to a new owner or owners or the transfer of the short-term rental premises to a new owner or owners. Any attempt by an existing owner of a short-term rental to convey partial interest in a short-term rental licenses or premises to a third party while retaining some interest in the short-term rental licenses or premises shall render the license revocable. In the event of an unauthorized transfer, a new short-term rental license must be obtained by the new owner of the short-term rental premises from the City before short-term rentals may be resumed.

(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, and transfers that reallocate or remove current ownership interests but do not add any new ownership interests. 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) *Change to the form of ownership.* The following transfers that change the form of ownership, but not the identity of the owners, shall be permitted:

- i. 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.

- ii. 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.
- iii. 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.

(2) *Removal or reallocation of ownership interests.* Where more than one individual or entity has an interest in a short-term rental license or premises, the composition of ownership may be altered so as to remove an existing ownership interest or to reallocate ownership interests among existing owners. By way of example but not limitation, this could include the following scenarios:

- i. A short-term rental premises owned by a married couple can be transferred to the surviving spouse upon the death of a spouse.
- ii. A trust owning a short-term rental license can be revised to remove a beneficiary.
- iii. A corporation owning a short-term rental premises can reallocate ownership interests among its members or remove members.

(3) *General prohibition.* Notwithstanding anything in this chapter to the contrary, no transfer will be permitted that has the effect of conveying any sort of interest in a short-term rental license or premises to a third party who does not have an existing interest in said license or premises, including any transfer that attempts to add new 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

only changes the form of ownership or removes or reallocates existing ownership interests without adding any new ownership interests 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.

- (E) *Retroactive effect.* It is the intent of the City for the permitted transfers enumerated herein to apply both prospectively and 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.

SECTION 5. 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 6. REPEAL: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 7. 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

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 _____, _____ 2025, 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 _____, 2025.
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 _____, 2025.

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 _____, 2025, 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 provide for the imposition of late fees for late applications for short-term rental licenses, to update penalties for violations, and to authorize certain types of transfers relating to short-term rentals. 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 Amendment to Ordinance No. 240299-B has the following sections, which are summarized below: Section 1: Amendment Section 99.58; Section 2: Amendment to Section 99.59; Section 3: Amendment to Section 99.61; Section 4: Amendment to Section 99.63; Section 5: Severability; Section 6: Repeal; and Section 7: Effective Date.

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

Publication Date: _____, 2025



City Council Agenda Item Report

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

MEETING DATE: March 24, 2025

SUBJECT: Late Short-Term Rental Application Penalty Fee

DESCRIPTION:

City Council is considering amendments to the STR licensing ordinance that would allow for accepting late applications for up to five calendar days. The drafted ordinance language would require the applicant to pay a penalty fee for the late application. Setting the penalty fee at \$525 would double the normal application fee. City Council could choose to make the penalty fee higher or lower.

Current Late Penalty Fee	Proposed Late Application Penalty Fee
None	\$525

The attached resolution would modify the City's fee schedule to include the penalty fee.

LEGAL REVIEW:

The fee recommendations have been discussed with the City Attorney. The City Attorney will be at your meeting for any questions you may have.

SAMPLE MOTION:

Motion to approve Resolution No. ____ approving a change in the City's schedule of fees to add a late short-term rental application penalty fee.

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

RESOLUTION NO. 250324-C

A RESOLUTION APPROVING A CHANGE IN THE CITY'S SCHEDULE OF FEES

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

WHEREAS, the City of Saugatuck, acting through the City Council, is authorized by various ordinances and state law to set fees for the provision of permits, licenses, etc.; and

WHEREAS, the City Council adopts and establishes such fees from time to time by resolution; and

WHEREAS, based on matters of record presented to it, the City Council is of the opinion that certain City-imposed fees and charges need to be approved and incorporated into the City's Schedule of Fees.

NOW, THEREFORE, IT IS RESOLVED THAT:

1. The City Council hereby approves a change in the City's adopted Scheduled of Fees as follows:

Business Licenses	Current Fee	New Fee
Short-Term Rental – Late Application Penalty Fee	None	\$525

2. The City Manager and City Clerk are authorized to take all actions necessary to effectuate the terms of the Resolution including, without limitation, modifying the City's adopted Schedule of Fees maintained at City Hall.

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

YEAS: Council Members: _____

NAYS: Council Members: _____

ABSTAIN: Council Members: _____

ABSENT: Council Members: _____

ADOPTED this _____ day of _____, 2025

CITY OF SAUGATUCK

BY: _____
Holly Anderson, Mayor

BY: _____
Jamie Wolters, City Clerk

CERTIFICATION

I, Jamie Wolters, the duly appointed clerk of the City of Saugatuck do hereby certify the foregoing is a true and complete copy of a resolution adopted by the City Council at a regular meeting held _____, 2025.

Signed: _____
Jamie Wolters, City Clerk



City Council Agenda Item Report

FROM: Ryan Cummins, Interim City Manager

MEETING DATE: March 24, 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 \$15 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 three seasons:
 - 21 \$49,102
 - 22 \$56,634

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

Follow Up from Workshop Meeting

At the workshop meeting, City Council requested detail on revenues since there was a price increase. Council also wanted to explore increasing the fee to \$15 and whether electronic payment options were available. I talked with the organizer, Liz Wilson, and she advised the following:

- Revenues – The previous price increase was four years ago which is why the revenues provided aren't double. Mrs. Wilson's belief is that revenues were down last year because more vehicles may have stayed in the lot the entire day. There were also some bonus days that were not covered.
- Increase to \$15 – Mrs. Wilson believes an increase to \$15 or even \$20 would not deter visitors from using the lot or the lot still being filled. Mrs. Wilson advised \$20 would be easier from a change perspective, but she is supportive of \$15 as well.
- Electronic Payments – Mrs. Wilson advised they can explore electronic payment options and is willing to try it. She cautioned that this may slow down getting vehicles into the lot and cause traffic backups but she is going to brainstorm ways to address this.

LEGAL REVIEW:

The City Attorney reviewed the agreement language last year. The language remains the same except for date changes and price increase. 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 \$15 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: Jamie Wolters

MEETING DATE: March 19 & 24, 2025

SUBJECT: 2025 Municipal License Renewals

DESCRIPTION:

Each year, the Saugatuck City Council reviews the renewal of municipal license agreements. For 2025, the license rate has been adjusted based on the Consumer Price Index (CPI) increase of 2.9%, as calculated by the Bureau of Labor Statistics.

Attached, you will find detailed information on the updated municipal license rates, along with a copy of the standard agreement for your reference.

BUDGET ACTION REQUIRED:

N/A

COMMITTEE/COMMISSION REVIEW:

N/A

LEGAL REVIEW:

Last legal review 2022.

SAMPLE MOTION:

Motion to approve the 2025 municipal license agreement rates as presented and authorize the Mayor and City Clerk to sign such Agreements for 2025 as presented.

LOCATION	LESSEE	Commercial/ Non Commercial	2024 Calculation	2025 RATE (+ CPI 2.9%)	Licensed Feet	2025 Total Charge	Balance Due	PROPERTY TYPE	TERM
W. ½ of S. Butler	Butler Place Property, LLC	C	2664.75 (33'x\$80.75)	\$83.10	33	\$2742.30	\$2742.30	66' Street-end	1 year
E. ½ of S. Butler	Sergeant Marina Condominium Association	C	2664.75 (33'x\$80.75)	\$83.10	33	\$2742.30	\$2742.30	66' Street-end	1 year
N. ½ Francis	Wilson	C	2664.75 (33'x\$80.75)	\$83.10	33	\$2742.30	\$2742.30	66' Street-end	1 year
S. ½ Francis	Ship 'N Shore Motel Boatel, LLC	C	2664.75 (33'x\$80.75)	\$83.10	33	\$2742.30	\$2742.30	66' Street-end	1 year
W. ½ Griffith	Sergeant Marina Condominium Association	C	2664.75 (33'x\$80.75)	\$83.10	33	\$2742.30	\$2742.30	66' Street-end	1 year
N. ½ Hoffman	Water Street Marina	C	2664.75 (33'x\$80.75)	\$83.10	33	\$2742.30	\$2742.30	66' Street-end	1 year
S. ½ Hoffman	Coral Gables	C	2664.75 (33'x\$80.75)	\$83.10	33	\$2742.30	\$2742.30	66' Street-end	1 year
S. ½ Lucy	TODO, LLC	C	1211.25 (15'x\$80.75)	\$83.10	15	\$1211.25	\$1211.25	15' Street-end	1 year
N. ½ Mason	Coral Gables	C	2664.75 (33'x\$80.75)	\$83.10	33	\$2742.30	\$2742.30	66' Street-end	1 year
S. ½ Mason	Butler Place Property, LLC	C	2664.75 (33'x\$80.75)	\$83.10	33	\$2742.30	\$2742.30	66' Street-end	1 year
N. 22' Spear	716 Water Street LLC	C	1721.50 (22'x\$80.75)	\$83.10	22	\$1828.20	\$1828.20	66' Street-end	1 year
Interlaken	Feinstein	NC	1835.50 (50'x\$36.71)	\$37.76	50	\$1888.00	\$1888.00	50' Street-end	1 year
N. ½ Perryman	Holiday Yacht Club Condo Assoc.	NC	917.75 (25'X\$36.71)	\$37.76	25	\$944.00	\$944.00	50' Street-end	1 year
S. ½ Perryman	Riverwatch Condominium Association	NC	917.75 (25'X\$36.71)	\$37.76	25	\$944.00	\$944.00	50' Street-end	1 year
N. ½ south of Museum	Solberg	NC	\$1,354.00	\$1,393.27		\$1,393.27	\$1393.27	City Parcel #0357-009-050-00	5 year Agreement
S. ½ south of Museum	Wern/Melrose	NC	\$1,354.00	\$1,393.27		\$1,393.27	\$1393.27	City Parcel #0357-009-050-00	5 year Agreement
Van Dalson	Truesdale	NC	\$1,354.00	\$1,393.27		\$1,393.27	\$1393.27	City Parcel #0357-009-057-00	5 year Agreement
Cook Park	Butler Place Property, LLC	C	\$15,266.84 -\$5,872.05 (credit for park maintenance) \$9394.79	\$15709.58		\$15,709.58 -\$6,042.34 (credit for park maintenance) \$9,667.24	\$9667.24	City Parcel #0357-009-215-00	5 year Agreement

2025 STREET END / STRUCTURE-DOCKAGE LICENSE

THIS LICENSE AGREEMENT (“License”) is made on this ____ day of _____, 2025,
by and between the CITY OF SAUGATUCK, a municipal corporation, located in Allegan County,
Michigan (the “City”) and _____, whose address is

_____ (“Licensee”).

IN CONSIDERATION of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Description of the Licensed Premises: The City grants a license to Licensee as to the following described land (“Premises”):

PROPERTY DESCRIPTION

The Premises include the water frontage and fifteen (15) feet landward of the shoreline or bulkhead line, as well as the bottomlands attributable to the Premises.

2. Purpose of License: Licensee may use the Premises and waters of the Kalamazoo River and Kalamazoo Lake comprising the Premises for the purpose of boat docking, but for no other purpose (or purposes) unless specifically approved beforehand in writing by the City Council of the City. Licensee may utilize such specific boat slip(s)/mooring(s) as are agreed to by the City.
3. Term: The term of this License shall be for one (1) year and shall commence on January 1, 2025 and shall terminate on December 31, 2025. This License can be canceled pursuant to Sections 14 and/or 15 of this Lease.

4. License Charge: In consideration for this License, the Licensee shall pay to the City the sum of \$_____ for the one-year term, payable in full to the City in advance. Holdover charges shall be \$_____ per month (due on the first day of each month).
5. Control of Structures: The Licensee shall have the right, at the end of the term of this License, to remove the following structures and equipment presently located on the Premises and owned by the Licensee, or which may be constructed during the term of this License and located on the Premises and owned by the Licensee, or in or over the waters of the Kalamazoo River which abut the Premises: pilings, power pedestals, finger piers, dock boxes, and lighting fixtures. In the event the Licensee elects not to remove the aforesaid structures or equipment as permitted in the preceding sentence, then ownership of the same shall lie with the City, which may dispose of such structures or equipment as it, in its sole discretion, deems fit. Licensee shall not remove the aforesaid structures or equipment during the term of this License. Notwithstanding the foregoing, the parties agree that full ownership of any structure(s), including any docks, seawall, bulkhead, underground power supply and public utilities, and boardwalk located on the Premises, or which may be constructed during the term of its License and located on the Premises, or in or over the waters of the Kalamazoo River which abut the Premises may not be removed or interfered with by the Licensee or its agents, assigns, or sublicensees and that the same fixtures and equipment shall be and remain property of the City. Licensee acknowledges that the current dock and related improvements are owned by the City.

6. New Construction, Alterations or Major Repair: Licensee may not undertake any new construction, alterations, or major repair work (i.e. over \$2,500) of any kind or description on, within or to the Premises (or any structures thereon), or in the waters of the Kalamazoo River or Kalamazoo Lake within the Premises, without the prior written permission of the City. Licensee further agrees that it will, prior to commencement of any construction, alteration, or repair, obtain any necessary permits required under the City Waterfront Construction Ordinance, Zoning Ordinance, or other applicable ordinance, as well as any required Michigan Department of the Environment, Great Lakes and Energy or Army Corps of Engineer permits or approvals. If any construction, alterations or major repair work that will be done by Licensee shall in any way impact or affect any City property or utility or any seawall, retaining wall, boardwalk or similar structure or item, the Licensee shall not commence any such construction, alteration or major repair unless and until the Licensee consults with the City (and obtains City approval) and the parties negotiate about whether the City will contribute any monies for any such alteration or modification of or to any such City property, utility, seawall, retention wall, boardwalk or similar item or structure.
7. Liability Insurance: Licensee will obtain and maintain public liability insurance with limits of not less than \$ 1,000,000.00 for each person and \$ 1,000,000.00 for each occurrence of bodily injury and \$ 1,000,000.00 for each property damage occurrence arising out of the use of the Premises. The City of Saugatuck shall be added to that policy of insurance as a named insured, and Licensee shall file a certificate of insurance or other written proof of such insurance coverage (acceptable to the City) with the City Clerk not later than the date of the signing of the License at its inception. Such insurance shall not be canceled or cancelable during the term of this License (or beyond the term of the License or after the

termination of this License so long as any dock or boat, structure, or item belonging to Licensee is present on or at the Premises).

8. Indemnification and Hold Harmless Provision: Licensee shall indemnify, reimburse, and hold harmless the City (as well as any official, employee, officer, agent, or contractor of the City) for, from, and against any and all liabilities, damages, causes of action, attorney fees, and costs for injuries, death, or damages to any person or destruction of or damage to any property arising out of or related to Licensee's (including for purposes of this Section 8, Licensee's contractors, subcontractors, customers, guests, invitees, tenants, assignees or sublicensees) use or presence within, on or at the Premises, or structures of, within or at the Premises, including any use of a boat/watercraft or any dock or pier in the water abutting the Premises or the shore thereof. The provisions of this Section 8 shall survive any termination of this License.
9. City Inspections: The City may, but is not obligated to, inspect any boardwalk, dock, or other structure or item located on, within or at the Premises at the commencement of the License (or at any time); and if any such item is not in a safe and reasonable condition, in the City's sole discretion, the City shall notify the Licensee, and Licensee shall immediately repair the structure(s) or item(s) and put the structure(s) or item(s) in a safe and satisfactory condition as determined by the City in its sole discretion. Failure of Licensee to repair the dock(s), items(s) or other structure(s), and to put the same in a safe and reasonable condition within fifteen (15) days from the date of notice by the City of its unsafe or unreasonable condition, shall be cause for the City to terminate this License, and to re-enter into possession of the Premises. Failure to repair or replace the structure(s) or

items(s) shall also constitute a material breach of this License. Nothing in this Section 9 shall be construed as creating a duty or obligation, of any kind, on, by, or for the City.

10. Maintenance: Licensee shall, at all times, keep the Premises free of debris and in a neat, clean, safe, reasonable and orderly condition, and keep all structures and items located thereon in good and safe maintenance and repair. Licensee agrees not to move, alter or remove any deck, item or structure(s) now existing or hereafter built on, within or at the Premises without the prior written consent of the City.
11. No Assignment Without Prior City Approval: Licensee shall not assign or sublicense any portion of the Premises or this License to any other person or party for any purpose without the prior written consent of the City, which approval shall not be unreasonably withheld. Any attempt to so assign or sublicense the Premises to anyone other than Licensee shall automatically render this License null and void unless expressly approved by the City as provided for herein. This Section 11 shall not, however, prevent the renting out of a particular boat slip or dock space.
12. Fire Department and Emergency Use: Licensee understands and agrees that a public fire department, City department, police department, or emergency responders may, in the event of an emergency, use the Premises for access to the water or to temporarily place trucks or suction equipment in order to pump water from the Kalamazoo River or Kalamazoo Lake or for other emergency uses for firefighting, emergency or rescue purposes. Further, the City may permanently install suction stand pipes to facilitate access to water in the event of an emergency. Licensee will cooperate fully and promptly with any fire department, City department, police agency, or emergency responders if and when an emergency arises requiring their use of the Premises.

13. Passage of the Public: Licensee may not interfere with the orderly passage of members of the public, along with their personal effects, on any boardwalk which parallels the water, in passage over the Premises to the Kalamazoo River or Kalamazoo Lake or in passage from or to the Premises from adjacent parcels of land; provided, however, that to the extent permitted by law, Licensee's docking privileges contained herein shall be exclusive for the benefit of Licensee during the term of this License.
14. Default: Each of the covenants and requirements of this License are deemed to be material to the satisfactory performance of this License, and a breach or failure of Licensee to perform in accordance with any of the covenants or requirements of this License shall give the City the right to declare a forfeiture of this License, to terminate this License, and to retake possession of the Premises. In case of Licensee's default, or failure to perform any of the covenants contained herein, the City shall give written notice of such default to Licensee, or the failure to perform any of the covenants and requirements contained herein, and Licensee shall then have 14 business days from the date the notice is received via certified US Mail, or personally served, to cure the default or comply with any of the covenants not being complied with. If Licensee fails to do so, the City shall have the right to re-enter and retake possession of the Premises and this License shall there upon be immediately terminated. Notice provided for in this section shall be sufficient if mailed by certified US mail to Licensee's address as stated above, or notice is personally served upon Licensee or any of its officers.
15. Termination by the City. The City shall have the right to terminate this License at any time upon thirty (30) days' prior written notice to Licensee if Licensee (or any authorized sublicensee) substantially or materially breaches this License, violates any City ordinance

or code or any federal or state law regarding the Premises or endangers the public health or safety with regard to the Premises.

16. Removal of any Boat or Personalty of Licensee. If this License is terminated for any reason (including pursuant to Sections 14 or 15 hereof), Licensee must remove any boat, personalty, or other item owned by Licensee (except for structures as provided in Section 5 hereof) from the Premises within ten (10) days. If that does not occur, the City may remove any such item and bill the costs for removal back to Licensee who will pay and reimburse the City for such amount within ten (10) days.
17. Licensee Takes the Premises “As-Is.” The parties agree to and acknowledge all of the following:
 - (a) Licensee takes the Premises “as-is” and in its current condition. The City makes no representations, warranties, or promises regarding the Premises or the ability of Licensee to use the Premises.
 - (b) It is up to Licensee to determine where the underwater/riparian boundary lines are and to ensure that no boat mooring space, boat, or other item of Licensee is moored, kept, or installed beyond the bottomlands attributable to the Premises or over or onto the bottomlands of another property owner.
 - (c) The City makes no representations, promises, or warranties regarding whether or not permanent or overnight dock mooring, anchoring, or boat slips are allowed on, within or at the Premises pursuant to the common or statutory law, Michigan property rights, or otherwise.

18. No Claims or Causes of Action Regarding Adverse Possession, Prescriptive Easement, or Similar Theories.
- (a) Licensee acknowledges and agrees that any prior use by Licensee (or Licensee's predecessors) of the Premises was done or occurred with permission, and that any future use of the Premises by Licensee will also be deemed permissive. Licensee agrees not to claim any right or assert any cause of action regarding adverse possession, prescriptive easement, acquiescence, or similar legal theory against the City or with regard to the Premises.
- (b) Licensee agrees that the use of any property adjoining the Premises (whether involving dry land or bottomlands of the Kalamazoo River or Kalamazoo Lake), whether intentional or inadvertent, by Licensee or by Licensee's predecessor or predecessors was done with permission, and Licensee has not claimed (and will not claim hereafter) any adverse possession, prescriptive easement, acquiescence, or other similar right or cause of action (whether on dry land or the bottomlands of the Kalamazoo River or Kalamazoo Lake) as to any adjoining property regarding the Premises.
19. The Adjoining Boardwalk(s) Shall Remain Open During this License. Any boardwalk, sidewalk, or similar walkway along the waterfront which is located outdoors and on property owned, leased, or controlled by the Licensee near or adjacent to the Premises shall remain open for pedestrians who are members of the general public to walk on while this License is in effect.
20. Property Taxes. Property taxes, if any, which pertain to any of the docks (or related dock items or structures) covered by this License (including _____) shall be the sole

responsibility of the Licensee, without any reimbursement or offset by or from the City.

Any payment due hereunder may be paid by a City-approved sublicensee of the Licensee.

21. Amendments: This License contains all of the agreements and understandings of the parties hereto, and shall not be amended or changed in any way, unless any such amendment is done in writing and is signed by the both Licensee and the appropriate City officials on authority of the City Council of Saugatuck.
22. Prior License: Effective on January 1, 2025, any and all prior licenses, leases, or other arrangements between the parties hereto covering the Premises are hereby canceled and are for all purposes null and void, and of no further force or effect, except for matters specified in this document as continuing.
23. Representations of Authority: Licensee represents that it has full authority to enter into this License and to make it binding.
24. Compliance with All Laws: Licensee agrees that Licensee (as well as Licensee's family, contractors, subcontractors, employees, customers and invitees) shall comply with any and all applicable ordinances, codes, laws, and regulations regarding the Premises and any use thereof. Licensee shall not create or permit any nuisance to occur on the Premises.
25. Controlling Law: The laws of Michigan shall control any disputes arising out of the interpretation or operation of this Agreement. Venue is proper in Allegan County.
26. Duplicate: This document may be executed in duplicate but constitutes only one contract or agreement.

CITY OF SAUGATUCK (“City”)

Dated: _____, 2025

By _____
Holly Anderson, Mayor

Dated: _____, 2025

And by _____
Jamie Wolters, Clerk

Dated: _____, 2

_____, Licensee