



City Council Agenda Item Report

FROM: Jamie Wolters

MEETING DATE: February 5, 2025

SUBJECT: Wicks Park Boat Slips

DESCRIPTION:

The City of Saugatuck annually leases ten boat slips at Wicks Park, prioritizing real property taxpayers before opening availability to the general public through a lottery system. The rates, reviewed annually by the City Council, are currently set at \$1,800 for residents and \$2,000 for non-residents. Enclosed are historical rate data, the current docking lease agreement, and the Wicks Park boat slip policy for reference. The last fee increase was in 2022, staff suggested an increase to \$2,100 Non-Resident and \$1,900 Resident.

Previous Year Rates:

2021 \$1,700 Non-Resident and \$1,500 Resident
2022 \$2,000 Non-Resident and \$1,800 Resident
2023 \$2,000 Non-Resident and \$1,800 Resident
2024 \$2,000 Non-Resident and \$1,800 Resident

BUDGET ACTION REQUIRED:

N/A

COMMITTEE/COMMISSION REVIEW:

N/A

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Motion to approve/deny the proposed 2025 Wicks Park boat slip rate adjustment, setting the fee schedule at \$2,100 for non-residents and \$1,900 for residents.

Policy/Procedure: Wicks Park Boat Slip Leasing

Date Adopted or Implemented: 01-14-2019

Revision Date: N/A

Resolution Number (if applicable): N/A

CITY OF SAUGATUCK

I. General Purpose and Objective

To establish fair and equitable policies and procedures for the operation of leasing ten (10) Wicks Park Boat Slips, on the Kalamazoo River, owned/maintained by the City of Saugatuck. Boat slip season commences April 1 and ends Oct 1, weather permitting.

II. Season Dates & Fees.

1. April 1 – October 1 annually, weather & water level permitting.
2. Fee's will be established per Schedule of Fees adopted by City Council.

III. Criteria

1. City of Saugatuck real-property taxpayers will receive priority.
2. Boat slips are for pleasure (non-commercial) boats. Slips are 26 feet in length and are approximately 10 feet wide.

IV. Application/Selection Process

1. The city will accept applications (1 per real-property taxpayer) for a period of two weeks prior to the lottery date selected/advertised. Persons with multiple properties may only submit one application.
2. Applicants may request a particular slip number on application however the City cannot guarantee assignment due to lottery selection process.
2. Selection will be completed by random lottery drawing open to the public. City of Saugatuck real-property taxpayer applications will be processed first.
3. If additional slips remain, a random lottery of non-resident applications will be held.
4. All selected individuals shall sign a lease agreement providing personal, boat, and insurance information, which shall remain on file during lease period.
5. lessees selected during the lottery will have 10 business days following the lottery selection to submit completed lease agreement and full payment.

V. Cancellations

1. If lessee cancels the lease agreement, rental amount is un-refundable.
2. The lease agreement cannot be sublet, or transferred. Any attempted reassignment entitles the City to terminate lease agreement and require immediate vacation of the slip.

VI. Terms & Conditions

1. The City makes no guarantees concerning water level. Lessee will make its own independent determination. Lessee has an obligation to pay the total fee due under the lease agreement.
2. Lessee shall provide to City prior to commencement term a copy of current boat registration that list the lessee as the registered owner of watercraft. The boat registered with the City is the only watercraft to be moored in the slip.

3. City is NOT responsible for any damage or vandalism that occurs while boat is moored in the slip. Lease will include statements releasing City from liability.
4. Lessee is responsible for safety and actions of guests; and will be respectful of neighbors while accessing the boat slips.
5. Trailer and/or seasonal boat storage is not permitted on City property.
6. The City will assume no responsibility for the slip being occupied or obstructed by a third party. Lessee is prohibited from occupying or obstructing any other slips.
7. Alterations, additions, or modifications to the slip structure, water, or other structure is not permitted. Boat cradles, lifts, etc. are not permitted unless approved by City Council.
8. Storage of supplies, materials, accessories, or debris upon floats, slips, or docks is prohibited.
9. Terms and conditions of the lease, including fees, are subject to change from one boating season to the next.
10. Any infraction of the terms or conditions outlined in the lease agreement or as posted at the slip facility constitutes grounds, at the option of the City, to cancel the lease agreement. Lessee will be given 7 days after receipt of written notice to remove boat. No refund will be given.



2025 Wicks Park Boat Slip Lottery Application

To enter the lottery, an application must be submitted to Saugatuck City Hall, no later than Tuesday, February 25th, 2025, at 5:00 p.m., postmarks will not be accepted.

Per Policy:

- The City will accept applications (1 per real-property taxpayer) for a period of two weeks prior to the lottery date selected/advertised. February 11th – February 25th.
- Persons with multiple properties may only submit one application.

City of Saugatuck real property taxpayers receive priority. If there are any additional slips available, then the lottery will be opened up to the general public.

LOTTERY DRAWING: Thursday February 27th, 2025, at 2:00 p.m. at Saugatuck City Hall Council Chambers, 102 Butler Street, Saugatuck, MI 49453. This lottery is open to the public and will be livestreamed via Zoom (Zoom link will be emailed to all applicants). Need not to be present to win.

APPLICANT NAME: _____

RESIDENT: I am a real-property taxpayer of the City of Saugatuck () Yes () No

ADDRESS: _____

TELEPHONE: _____ **EMAIL:** _____

SLIP NUMBER _____ **Note* slip # can be requested, however, due to lottery process, the City cannot guarantee assignment.*

SIGNATURE: _____ **DATE:** _____

If your name was chosen in the lottery you will have until Thursday, March 13th 2025, at 5:00 p.m. to submit ALL of the following. If the following is not received by said date/time you will forfeit your spot and it will be given to the next individual on the waiting list.

*Fully completed Lease Agreement

*Non-refundable payment in the amount of \$ _____ (resident) \$ _____ (non-resident)

*Copy of boat registration that lists the lessee (taxpayer) as the registered owner of watercraft

Applications can be submitted as follows:

By Mail:

City of Saugatuck
PO Box 86
Saugatuck, MI 49453

In Person:

City of Saugatuck
102 Butler Street
Saugatuck, MI 49453

E-Mail:

jwolvers@saugatuckcity.com

The City of Saugatuck is not responsible for any lost or misdirected applications. If you desire confirmation that your application has been received, please call 269-857-2603.

Applicants on the waitlist will be contacted as boat slip vacancies occur.

FOR OFFICE USE ONLY

Date Received: _____ Received: () Mail () In Person () E-mail

Time Received: _____ Staff: _____

102 Butler Street / PO Box 86, Saugatuck, MI 49453
269-857-2603 – www.saugatuckcity.com

DOCKING LEASE

THIS LEASE AGREEMENT (the “Lease”) is made on this _____ day of _____, 2025, by and between the CITY OF SAUGATUCK, a municipal corporation, located in Allegan County, Michigan (“LESSOR”) and _____, whose address is _____ (“LESSEE”).

IN CONSIDERATION of the mutual covenants and promises contained herein, the parties hereto agree that LESSEE shall lease from LESSOR docking space at the Main Street boat slips owned by LESSOR subject to the following terms and conditions:

1. **Description of Leased Premises:** LESSEE shall lease Dock Slip Number _____ at the Main Street boat slips dock. The leased premises (“Leased Premises”) shall include Boat Slip Number _____ and the portion of the dock adjacent thereto and the water immediately abutting that boat slip and dock.
2. **Purpose of the Lease:** The LESSEE shall use the Leased Premises for the purpose of the docking of LESSEE’s one boat and for no other purpose or purposes unless specifically approved in writing by LESSOR prior to the start date of this Lease. The boat which LESSEE may dock at the Leased Premises is described as follows:

Type of boat: _____

Year: _____

VIN: _____

3. **Term:** This Lease shall commence on **April 1, 2025** and shall terminate on **October 1, 2025**.

4. **Rental Rate:** LESSEE shall pay annual rent to LESSOR in the sum of \$ _____ for this Lease, said amount being payable upon the execution of this Lease. This rental amount is nonrefundable, except as provided in Section 15 hereof.
5. **Registration:** LESSEE shall provide to LESSOR (prior to the commencement date stated above) a copy of the current boat registration that lists the LESSEE as the registered owner of the one allowed watercraft.
6. **Utilities and Parking:** LESSOR will not provide any utilities at the dock for LESSEE and shall not provide any parking space or facilities for LESSEE.
7. **Hold Harmless Provision:** LESSEE holds and uses the Leased Premises at LESSEE's own risk, LESSEE waives any and all claims against LESSOR (as well as LESSOR's officials, officers, employees, agents and assigns) and LESSEE also agrees to assume all risks related to the Leased Premises and this Lease. Furthermore, with regard to the holding and/or use of the Leased Premises, LESSEE agrees to reimburse, indemnify and hold harmless the LESSEE (as well as LESSEE's officials, officers, agents, assigns and employees) for, from and against any and all liabilities, causes of action, claims, attorney fees, costs and damages related to, arising out of or pertaining to the Leased Premises during the term of this Lease.
8. **Compliance with all Laws:** LESSEE shall comply with all laws, ordinances, codes, and requirements of the City of Saugatuck, County of Allegan, State of Michigan and United States government regarding LESSEE's boat and use of the Leased Premises.
9. **Takes "As Is":** LESSEE takes and will use the Leased Premises in its current condition and "As Is."

10. Maintenance: LESSOR shall be responsible for the maintenance and repair of the dock structure except for any damage caused by LESSEE and/or LESSEE's invitees, in which situation it shall be the responsibility of LESSEE to repair the damage forthwith upon notification to the LESSEE by the LESSOR of the need for repair. LESSEE shall keep the Leased Premises free of debris and in a neat and orderly condition and shall return the Leased Premises to LESSOR at the end of this Lease in at least as good condition as the Leased Premises was in at the commencement of this Lease, normal wear and tear excepted.

11. Sub-Letting and Assignment: LESSEE shall **not** sub-let or assign any portion of the Leased Premises, without the prior written consent of LESSOR. LESSOR shall have the sole discretion as to whether or not to grant such consent.

12. Use by Other Lessees: Other lessees or users shall have the use of the dock areas lying adjacent to LESSEE's boat slip for purposes of access to the boat slips of the other lessees or user. LESSEE shall not interfere with the orderly use and passage by other dock lessees or members of the public. However, LESSEE's docking privilege as provided for herein shall be exclusive for the benefit of LESSEE within the boat slip rented by LESSEE pursuant to this Lease.

13. Insurance: LESSEE shall carry liability insurance covering LESSEE's use of the Leased Premises and LESSEE's boat during the term of this Lease in an amount equal to at least \$1,000,000. Such insurance shall be kept in full force and effect by LESSEE during the term of this Lease. LESSEE shall provide written proof of such insurance to the LESSOR at the commencement of this Lease.

14. Quiet Enjoyment: Upon the payment of the rent provided for herein and performance of all of the covenants herein by LESSEE, LESSEE shall peacefully and quietly have, hold and enjoy the Leased Premises without interference from the LESSOR.

15. High Water: If high water causes the Leased Premises to be unusable or unsafe, the LESSOR shall declare the Leased Premises unusable and LESSEE shall not utilize the Leased Premises while such an order is in effect. If the LESSOR issues such a nonuse order or high water effectively prevents LESSEE from reasonably using the Leased Premises, the LESSOR shall issue a full or partial refund of the rent to LESSEE based proportionately upon the amount of time during this Lease that LESSEE cannot utilize the Leased Premises. If the LESSEE disagrees with how such rent rebate is apportioned, LESSEE can appeal the matter in writing to the City Council for the City of Saugatuck.

16. Default: Each of the covenants of this Lease are deemed to be material to the satisfactory performance of this Lease, and a breach or failure by the LESSEE to perform in accordance with any of the covenants or conditions of this Lease shall give the LESSOR the right to declare a forfeiture of this Lease, to terminate this Lease, and to retake possession of the Leased Premises. In case of LESSEE's default, or failure to perform any of the covenants contained herein, LESSOR shall give written notice of such default or failure to perform in writing to the LESSEE, and LESSEE shall have seven (7) days from the date said notice is mailed, or personally served, to cure the default or comply with any of the covenants not being complied with. If LESSEE fails to do so, LESSOR shall have the right to re-enter and retake possession of the Leased Premises and this Lease shall thereupon be immediately terminated. Notice provided for in this paragraph shall be

sufficient if mailed by first class mail to LESSEE's address as mentioned above stated, or notice may be personally served upon LESSEE.

17. Amendments: This Lease contains all of the agreements and understandings of the parties hereto, and shall not be amended or changed in any way, unless an amendment is in writing and signed by both the LESSEE and LESSOR.

18. Controlling Law: The laws of the State of Michigan shall control any disputes arising out of the interpretation or operation of this Lease. Venue shall be in Allegan County.

19. Binding Effects: This Lease shall be binding on the successors, heirs and personal representatives of the parties hereto.

20. Duplicate: This Lease has been executed in duplicate, but constitutes only one contract.

CITY OF SAUGATUCK, LESSOR

Dated: _____, 2025

By: _____
Holly Anderson, Mayor

Dated: _____, 2025

By: _____
Jamie Wolters, City Clerk

Dated: _____, 2025

By: _____
LESSEE

Dated: _____, 2025

By: _____
LESSEE