City Council Agenda Item Report

FROM: Jamie Wolters

MEETING DATE: April 8, 2026

SUBJECT: Updates to Wicks Park Boat Slip Leasing Policy

DESCRIPTION:
I am submitting the revised Wicks Park boat slip policy for your review, along with this summary highlighting the key differences from the prior policy. The updated policy introduces clearer eligibility standards and strengthens safeguards to ensure fairness in the allocation of a limited amount of slips.

- The policy now screens applicants at three levels—person, household, and real property taxpayer—to prevent multiple applications that could unfairly increase an individual's chances of selection.
- The new policy bars applications from individuals whose lease was terminated for cause in the prior year.
- Allows the City Clerk to assign any remaining slips on a first-come, first-served basis following the initial lottery, which will reduce the need to conduct multiple lotteries.
- The lease has also been updated to allow a lessee to substitute one boat for another during the lease term.

Overall, these revisions are intended to provide greater clarity, fairness, and administrative efficiency.

BUDGET ACTION REQUIRED:
None.

COMMITTEE/COMMISSION REVIEW:
City Council Workshop Discussion.

LEGAL REVIEW:
Yes.

SAMPLE MOTION:
Motion to approve/deny the updates to the Wicks Park Boat Slip Leasing Policy as presented.

Policy/Procedure: Wicks Park Boat Slip Leasing

Date Adopted or Implemented:

Revision Date:

Resolution Number (if applicable):

CITY OF SAUGATUCK

I. Purpose and Intent.

1. **Purpose**. This policy governs the issuance of seasonal leases for 10 City-owned boat slips at Wicks Park on the Kalamazoo River, which are approximately 26 feet long and 10 feet wide. As there are a limited number of slips available, this policy establishes a lottery through which interested persons may apply for and potentially receive the ability to lease a City-owned slip for one season.

2. **Intent**. It is the intent of this policy to accomplish the following objectives:
    a. Establish a fair and equitable means of providing interested persons with an opportunity to lease a slip, with priority being assigned to City of Saugatuck real property taxpayers in recognition of their investment in and contribution to the City of Saugatuck.
    b. Prevent multiple slips from being held by the same person, household, or real property taxpayer so as to evenly distribute boat slips.
    c. Prevent a single real person, household, or property taxpayer from unfairly increasing their odds of receiving a boat slip.

II. Applications

1. **Application Deadline**. Each year, the City will publish and post notice of the date that the boat slip lottery will be held. Applications to lease a boat slip may be submitted during the two weeks before the lottery date, but no later than the day before the lottery.

2. **Review for Completeness; Corrections**. The City Clerk will review applications for completeness and shall notify applicants of any deficiencies. Applicants may correct deficiencies up to the day before the lottery. Failure to correct deficiencies by this time shall result in the rejection of the application.

3. **Eligibility**. Applications may only be submitted by a natural born person owning real property within the City of Saugatuck and not by a corporation, trust, or other entity. Only one application shall be permitted per person, per household, or per real property taxpayer, and only one application shall be submitted per boat. For the purposes of

this policy, a “household” shall mean two or more persons whose domestic relationship is of a continuing, non-transient character and who reside together as a single housekeeping unit in a single dwelling unit. Further, “real property taxpayer” shall mean anyone who is listed as an owner of record of real property within the City (either individually or jointly), or in the case of property held by a trust, partnership, corporation, or other entity, anyone with an ownership interest in or who is a trustee or beneficiary of such trust, partnership, corporation, or entity.

4. **Application Contents**. An application to lease a City-owned slip shall be signed and dated by the applicant and shall contain the following:
    a. The applicant’s name, address, and contact information.
    b. Proof that the applicant is a real property taxpayer of the City of Saugatuck.
    c. An indication of whether the applicant is a resident of the City of Saugatuck.
    d. A non-refundable application fee, in an amount established by resolution of the City Council.
    e. Identification of the boat intended to be moored in the slip (including dimensions), along with a copy of current boat registration listing the applicant as the registered owner of the boat.
    f. If desired, a preferred slip number, although the City cannot guarantee assignment of any particular slip number due to the lottery process.

5. **Rejection of Application**. The City Clerk may reject an application for the following reasons:
    a. The application does not contain all the information required by this Policy or the application form and has failed to correct those deficiencies in a timely fashion;
    b. The applicant is not eligible to apply;
    c. The applicant misrepresented information included in their application; or
    d. The applicant held a lease with the City for a boat slip the previous year which was terminated by the City for cause.

III. Selection Process

1. **Lottery**. The City will select lessees via a random lottery drawing open to the public.

2. **Selection of Applications**. Applications will be selected using the following methodology:
    a. Applications will be sorted into two categories, one for City residents and the other for non-residents.
    b. Applications will be drawn first from the resident category, then from the non-resident category.

c. Each application will be assigned a number based on priority of selection.
d. If one or more of the first ten (10) selected applications fail to obtain a lease as provided in subsection (3) below, the application(s) next in priority shall have the opportunity to obtain a lease. This process shall continue until all available leases are assigned.
e. If there are remaining boat slips available after the lottery drawing is concluded, the City Clerk shall accept applications and assign leases on a first-come, first-served basis. In such instance, the City Clerk may, but is not required to, provide the public with notice of available slips.

3. **Lease**. Selected applicants shall have ten (10) business days following the lottery drawing to provide the City with a signed lease agreement in a form acceptable to the City along with payment of the nonrefundable annual rent amount in full, which shall be established by resolution of the City Council. Failure to timely provide these items shall result in the forfeiture of the lease, which shall be offered to the next eligible applicant. Terms and conditions of boat slip leases, including lease amounts, are subject to change by the City from one boating season to the next.

IV. Amendments.

1. The City Council may authorize changes and/or adjustments to this Policy from time to time by majority vote.

DOCKING LEASE

THIS LEASE AGREEMENT (the "Lease") is made on this _____ day of _____ _____, 2027~~6~~, 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 LESSEE's non-commercial use of the same for personal recreational purposes 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: _____

LESSEE may substitute the boat designated above with another boat only upon LESSOR's written approval of the same. To apply for such a change, LESSEE shall provide proof that the boat is registered to LESSEE, along with the boat type, year, and VIN.

3. **Term:** This Lease shall commence on **April 1, 2027~~6~~,** and shall terminate on **October 1, 2027~~6~~**.

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 non-refundable, except as provided in Section 16~~5~~ hereof.

5. **Registration:** LESSEE ~~shall provide to~~has provided LESSOR ~~(prior to the commencement date stated above)~~ with a copy of the current boat registration that lists the LESSEE as the registered owner of the one allowed ~~watercraft~~boat upon application for to the City's boat slip lottery, and said registration shall name LESSEE as the registered owner of the boat throughout the duration of this Lease, unless LESSEE substitutes the boat as provided in Section 2 hereof.

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, transfer, or assign any portion of the Leased Premises. Any attempted sub-letting, transfer, or assignment of this Lease or the Leased Premises by LESSEE shall constitute grounds for termination by the LESSOR without an opportunity to cure.~~, 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 LESSEE**. LESSEE's use of the Leased Premises shall conform to the following requirements:

a. **Alteration of Slips**. Any alterations, additions, or modifications of the Leased Premises is prohibited.

b. **Lifts and Cradles.** Boat cradles, boat lifts, and similar structures are permitted within the Leased Premises only if authorized by the City Manager in writing. The City Manager may approve such requests if the Manager determines, in his or her discretion, that the installation will not adversely affect any other boat slip or waterborne traffic, and will otherwise be compatible with the site. Any such objects permitted shall be removed no later than the end of the Term.

c. **Mooring Boats**. No other boats except the boat registered to LESSEE and designated to the Leased Premises may be moored in the Leased Premises.

d. **Commercial Use Prohibited**. The Leased Premises is reserved exclusively for the personal, noncommercial use of LESSEE. No commercial or rental activity shall be permitted in the Leased Premises, including but not limited to subleasing the Leased Premises, renting the boat docked in the slip, or using said boat to provide any kind of for-profit service.

~~a.~~e. **Storage**. Aside from a single boat, lines, bumpers, and a lift or cradle if authorized by the City Manager, LESSEE is prohibited from storing any objects on the Leased Premises, including trailers, seasonal boats, supplies, materials, accessories, or any other items.

13~~2~~. 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.

143. 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.

154. 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.

165. 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 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.

176. 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. Notwithstanding the foregoing, LESSOR may terminate this Lease immediately upon written notice without opportunity to cure if LESSEE attempts to assign, transfer, or sublease this Lease, or if LESSEE violates the Lease Terms on more than two (2) occasions per year. LESSEE acknowledges and agrees that if LESSOR terminates this Lease as provided in this Section, LESSEE shall not be eligible to apply for a boat slip the following year.

18~~7~~. 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.

19~~8~~. 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.

20~~19~~. Binding Effects: This Lease shall be binding on the successors, heirs and personal representatives of the parties hereto.

21~~0~~. Duplicate: This Lease has been executed in duplicate but constitutes only one contract.

CITY OF SAUGATUCK, LESSOR

Dated: _____, 2027~~6~~ By: _____
Holly Anderson, Mayor

Dated: _____, 2027~~6~~ By: _____
Jamie Wolters, City Clerk

Dated: _____, 2027~~6~~ By: _____
LESSEE

Dated: _____, 2027~~6~~ By: _____
LESSEE

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.