City Council Agenda Item Report

FROM: Ryan Cummins, City Manager

MEETING DATE: September 9, 2026

SUBJECT: Proposal for Deer Cull at Oval Beach

DESCRIPTION:

Building on the findings and recommendations of the Tri-Community Wildlife Committee, City Council has prioritized implementing a deer cull for fiscal year 2026/2027. As part of implementing that priority, City Council updated the firearms ordinance to allow for a deer cull and staff have been evaluating options for conducting a controlled cull during the upcoming winter.

Staff has met with and gathered information from the Allegan County Sheriff's Office, Michigan Department of Natural Resources (DNR), United States Department of Agriculture (USDA), Meridian Township and a private deer management contractor. Both the USDA and a private contractor were identified as viable options. However, the private contractor has the ability to conduct a cull as soon as this winter, whereas the USDA does not have availability until the following winter.

Proposal from Berg's Animal & Bug Control

Staff has been working with Berg's Animal & Bug Control (BABC), a Michigan company with experience conducting municipal and institutional deer population reduction programs. BABC recently conducted a cull for the City of Grand Haven and reports experience with programs for the City of Jackson/Jackson County Parks, University of Michigan-Dearborn, Stellantis/Chrysler Proving Grounds, Village of Barton Hills, and other entities.

BABC has provided the City with a proposal to conduct a deer cull at Oval Beach at a cost of $495 per deer. The per-deer cost includes supplemental feed when permitted by the DNR, setup and removal of stands and other equipment, shooting and recovery, field dressing, required biological data collection, transportation for processing and/or distribution for human consumption, and processing through BABC's established donation program.

City Council has budgeted $30,000 for deer management. At $495 per deer, the budget would accommodate up to 60 deer, subject to the number ultimately authorized through the permitting process and actual field conditions.

Operations and Safety

BABC has provided its Deer Management Profile, Standard Operating Procedure, and project-specific safety protocol. Preparation will include confirming site boundaries, evaluating deer and human activity during both daytime and nighttime hours, conducting thermal reconnaissance, developing site-specific strategies, and completing project-specific training. BABC reports that members of its shooting team complete annual training based on *Shooting in Sensitive Areas* coursework.

Oval Beach has the space and vehicular access control necessary for a cull. The proposed operation would be carefully controlled. BABC's procedures contemplate pre-baiting for approximately 7–21 days (depending on DNR permit requirements) followed by harvesting during authorized hours, commonly at night when public activity is lowest. BABC utilizes equipment including thermal/night-vision optics, sound suppressors, and elevated platforms.

Safety protocols include establishing defined shooting boundaries, utilizing earthen backstops and downward trajectories, confirming that the backdrop is clear of people, pets, structures, utilities and vehicles, prohibiting shots across roadways or at running deer, and maintaining communication among members of the shooting team. BABC's broader operating procedures also call for restricting public access to operational areas, establishing safe firing lanes, temporarily closing trails or roads where necessary, and immediately suspending operations if unauthorized persons or pets enter a restricted area.

Law Enforcement and Regulatory Coordination

Staff has shared BABC's proposal, operating procedures, and safety information with the Allegan County Sheriff's Office for initial review. Under the City's weapons ordinance, the Sheriff's Office will approve the final safety plan before culling operations may occur.

The project will also require applicable DNR authorization. BABC's Standard Operating Procedure identifies state permitting, local government authorization, and law-enforcement coordination as prerequisites to conducting a municipal deer population reduction program.

Specific operational dates, locations, closures, notification procedures, and other safety measures will be finalized through coordination among BABC, City staff, the Sheriff's Office, and DNR before operations begin.

Coordination with Other Property Owners

A successful deer management program benefits from coordination beyond City-owned property because deer move throughout the community and do not recognize jurisdictional or property boundaries.

Staff has shared BABC's contact information with the Shorewood Association, Dunegrass Association, and Ox-Bow so those entities can independently explore whether they would like to participate in deer management efforts on their respective properties.

Staff believes there is value in having participating entities utilize the same contractor while maintaining separate contractual relationships for their individual properties and needs. This would allow BABC to coordinate timing, permitting, safety planning, baiting, and other logistics across participating properties while keeping each entity responsible for decisions and costs associated with its own property. Any cull on private property would also have to be approved by City Council.

Coordination with City of the Village of Douglas
All research to date has been shared with the City of the Village of Douglas. The Douglas City Manager advised the following:

> After discussion, Council's direction was to continue with Douglas' existing deer management program for the upcoming season and reevaluate its effectiveness in the future before considering additional measures.
>
> Douglas currently allows bow hunting on qualifying private properties through our established program, and applications for the 2026 hunting season are already being picked up. Our program relies primarily on private property owners voluntarily participating and allowing hunting on qualifying parcels. Tony Schippa is also assisting with identifying additional private properties that may be appropriate for participation, which could potentially expand the program this year.
>
> Given that our program is already underway, Douglas has limited public property suitable for a professional cull, and no funding is currently budgeted for such a program, Council felt it made sense to continue with our existing approach for this season and evaluate the results.
>
> We certainly appreciate Saugatuck sharing the information regarding Berg's Animal and Bug Control and including Douglas in the conversation. It is helpful information to have should we decide to revisit additional deer management options in the future.
>
> Please keep us updated on how Saugatuck's program progresses if you decide to move forward.

Reporting

Following the cull, BABC proposes providing a summary identifying the number of deer harvested, dates and hours of operations, general locations, weather conditions, and disease-testing results when required.

BUDGET ACTION REQUIRED:
None at this time. The budget includes $30,000 for deer management.

LEGAL REVIEW:
The proposed agreement and other documents have been reviewed.

SAMPLE MOTION:
Motion to approve the deer cull service agreement with Berg's Animal & Bug Control for a deer cull at Oval Beach at a cost of $495 per deer, in a total amount not to exceed $30,000, and authorize the City Manager to coordinate implementation of the program, subject to receipt of all required permits and approvals, including approval of the final safety plan by the Allegan County Sheriff's Office.

Berg's Animal & Bug Control
Deer Management Profile

Primary Contact: Mike Berg

From the day of an approved contract, we begin our onsite preparations such as:

- Site boundary lines confirmed
- Herd activity which includes locations and numbers of deer
- Site recon day and night with the use of thermal equipment
- Human activity around the site day and night
- Team meetings which include site visits and strategy planning
- Project specific training and equipment training with range time

Professional Experience of Key Staff Members

Mike Berg has taken a class through the University of Nebraska titled "Shooting in Sensitive Areas", which is the basis for the guidelines of BABC annual training. All members of our shooting team complete our training course every year. The team meets multiple times a year to sharpen our shooting skills as well as go over equipment use and/or maintenance. Our shooters have worked for BABC for many years on multiple deer reduction projects as well as other reduction projects.

Proposed Timeline

Phase 1: 7-21 days pre-bait period which is based on the State Wildlife Agency (DNR in Michigan) approved permit outlines.

Phase 2: Will be the dates and times the harvest is being performed.

Company Experience and Qualifications

BABC and our shooting team have been conducting deer harvests and controlled hunts for over 30 years with 100% safe success. We follow the restrictions and guidelines of the DNR-issued permit and can handle large volumes of deer. Our team gathers, records, and reports all the biological data required by the DNR.

State of the Art Equipment used by BANC's Shooting Team

- Night Vision Scopes (thermal, IR & illumination lights)
- Sound Suppressors
- Pressurized Cylinder Pellet (PCP) air rifles that fall within the regulations of the DNR
- Game Tracking Equipment (special blood illuminating lights)

- Elevation Platforms with shooting rails or shooting tables affixed to them

BABC Team Training

- Ballistics research and load development
- Continual range time and positive shot placement training
- Deer body language and manipulation
- Geography, topography and satellite imagery
- Tracking and Trailing
- Stand placement
- Laws specific to the site and site preparation

Deer Harvesting Projects

BANC Contracted Municipal Deer Population Reduction Programs:

- City of Grand Haven: BABC was contracted in 2026 to reduce the number of deer in the City of Grand Haven, MI to protect the flora and fauna of the environment, as well as providing public safety within city limits. We removed 25 deer from within the city limits with approximately 1000 pounds of meat being donated for human consumption.
- Stellantis/Chrysler Proving Grounds: BABC was contracted to reduce the number of deer and turkey over the last 5 years. We have removed 400 + deer from within the fenced area. Approximately 28,320 pounds of meat have been donated for human consumption. We have now moved our operations to a maintenance program of doing two harvests per year.
- University of Michigan-Dearboarn: BABC was contracted to reduce the number of dear to protect the flora and fauna diversity in a specific area that is studied and cared for by U of M. BANC held this contract for three years, harvesting 43 deer during a 3-night harvest each year. Approximately 8,400 pounds of meat were donated for human consumption.

Other Contracted harvests that BANC/Mike Berg has assisted in:

- Village of Barton Hills for the past 17 years—923 deer harvested, approximately 60,250 pounds of meat harvested
- City of Jackson and Jackson County Parks for 10 years—680 deer harvested, approximately 42,600 pounds of meat harvested.
- Jackson County Airport—38 deer harvested, approximately 1,500 pounds of meat harvested.
- Glenborough Home Owners Association in 2022—40 deer in three days harvested, 1,600 pounds of meat harvested.

Berg's Animal & Bug Control

[redacted]

Standard Operating Procedure (SOP) for Municipal Deer Population Reduction Program

Purpose and Scope

The SOP outlines the procedures, responsibilities, and safety measures that Berg's Animal & Bug Control (BABC) will follow for conducting a controlled deer population reduction within city limits. The goal is to:

- Reduce deer population density to ecologically sustainable levels
- Improve public safety by decreasing deer-vehicle collisions
- Protect native vegetation, forest regeneration, and private landscaping
- Conduct operations safely, ethically, and in full compliance with state and local laws

Legal Authority and Permitting

- State Wildlife Agency Authorization—obtain a wildlife damage or special control permit authorizing the use of bait, firearms, and nighttime operations (as required by law)
- Local Government Authorization—City council approval & coordination with municipal legal counsel.
- Law Enforcement coordination—secure permission for firearm discharge within city limits.
- Liability and Insurance—BABC will provide proof of insurance and certification.

Personal Qualifications

All sharp shooters must:

- Be certified and trained in BABC guidelines based on Shooting in Sensitive Areas through UNO (University of Nebraska).
- Demonstrate proficiency with approved equipment
- Receive annual safety and ethics training
- Follow all firearm safety, wildlife handling and evidence-chain procedures required by state statute
- Participate in pre-operation briefing each season

Site Selection and Preparation

Factors for selecting bait sites and shooting locations:

- Minimum required distance from residential structures (per local law)
- Natural backstops such as hills or earthen berms
- Restricted public access
- Adequate buffer zones and sightlines
- Avoidance of schools, parks, and busy corridors during operational hours
- Seasonal wildlife movement patterns
- Habitat suitability for deer attraction
- Pre-approve sites with city representatives.

Public Communication Plan

The following will be decided upon by the municipality that BABC is providing the Deer Population Reduction Program for

- Advance Notification
  Issue public notices (press release, website, email lists, social media)
  Provide clear dates, times, and general areas (but not exact bait sites)
- Signage
  Post temporary warning signs at trailheads, parks, and access points
- Resident Hotline/Email
  Establish a method for residents to ask questions or report concerns.
- Post-Operation Communication
  Share total deer removed, program outcomes and public safety notes.

BABC will contact Report All Poaching Hot Line on date of harvest and they in turn will contact all required emergency agencies.

Operational Procedures

1. Access Control
   - Closed designated areas to the public during operations
   - Use law enforcement or authorized staff to secure perimeters
   - Only essential personnel permitted within operational zones
2. Baiting Procedures
   - Use state-approved bait materials
   - Place bait at pre-approved locations
   - Follow all state regulations for timing and quantity
   - Bait stations set up 7 to 21 days prior to deer harvest
   - Use of time bait stations for safest and fastest outcome

3. Sharpshooting Operations

- Conduct operations during authorized hours (commonly nighttime)
- Use state-approved firearm types with noise-reduction equipment where permitted
- Equipment inspections are conducted at the beginning of each shooting session
- Establish safe firing lanes and check backdrops before each discharge
- All shots must be taken from elevated or fixed positions to ensure safe downward trajectories
- Maintain communication between team members
- Cease operations, if deemed necessary, if any person enters restricted zones
- Any shooting from vehicles will be done from inside a stationary vehicle only
- All ages and sexes are harvested
- When in doubt never shoot. Positive shots only

Animal Recovery and Handling

- Retrieve harvested deer promptly and safely
- Conduct field dressing at approved sites only
- Follow all state disease-surveillance requirements
- Handle carcasses hygienically and in compliance with public health regulations
- Arrange transport to processing facility or designated donation program

Data Collection and Reporting

- Record biological data that the State Wildlife Agency requires (DNR in the state of Michigan) and turn into the agency

The following will be given to the municipality in a summary report within 15 days after the harvest:

- Number of deer harvested
- Date and hours of harvest
- General location (ex. 10 in cemetery; 10 in the park)
- General weather conditions
- Disease testing results if required by State Wildlife Agency

Safety Protocols

1. Firearm Safety

- Firearms must remain unloaded outside the operational zone
- Confirm clear backdrop and safe arc-of-fire before any shot
- Maintain strict muzzle discipline and communication among team members
- Conduct pre- and post-operation safety briefings

2. Public Safety

- Trails, parks, and roads near operational sites may be temporarily closed for safety
- Use barricades, tape or officers to restrict access, if necessary (see signage under Public Communication Plan)
- Suspend operations for safety, if deemed necessary, if unauthorized persons or pets appear (see Sharpshooting Operations)

3. Team Safety

- Carry radios or secure communication devices
- Ensure first-aid kit is present
- Establish emergency extraction routes and nearest-hospital info

Ethical and Welfare Considerations

- Take only humane, well-placed shots
- Minimize stress and handling time
- Comply with AVMA (American Veterinary Medical Association) and state humane killing standards
- When in doubt never shoot. Positive shots only.

Berg's Animal and Bug Control

BABC Safety Protocol for Deer Cull

- Site assessment has been performed prior to setting up for any deer reduction programs.
- Feed stations are established from the results of our site assessment, to draw the deer to the areas selected for the safest, fastest outcome. Feed stations will be set up and maintained for a minimum of 7 days prior to the commencement of the deer cull.
- Equipment inspections are conducted at the beginning of each shooting session.
- Guns for cull will be cased and unloaded in non-designated areas.
- There will be no shooting outside the boundaries yet to be established. All shots will have an earthen back stop, bullets trajectory will be at the ground to prevent unexpected bullet travel.
- The backdrop of all targeted deer to be shot will be clear of people, pets, structures, utility services and vehicles.
- Shots will not be taken at any running targets.
- Any shooting from vehicles, will be done from inside stationary vehicles only. There will be no riding in beds of trucks.
- Shooters will communicate with each other via texts, phone calls, and/or 2 way radio. Reporting time of shooting, number of shots fired, deer confirmed down or not.
- There will be no shooting within 150 yards of any building without a signed safety zone waver from the City of Saugatuck (Oval Beach).
- Harvest operations are conducted during the times of day/night when outdoor human activity is at their lowest.
- No shooting deer that are on blacktop roads. Shots will not be taken across roadways.
- Guns will be unloaded when in the staging area.
- When in doubt never shoot. Positive shots only!
- Deer of all ages and sexes are harvested with mature does being primarily targeted.

BERG'S

ANIMAL & BUG CONTROL

Deer Cull Proposal

Dates may be extended by the DNR upon your request if numbers are not obtained by the original permit dates.

The prices for the deer cull cover:

- Supplemental feed (shelled corn) if allowed by the DNR
- Set up (before the shoot) and removal (after the shoot) of our elevated stands and any other equipment.
- Shooting and recovering each deer
- Field dressing the deer.
- Performing any biological data collection, if required, for the DNR
- Transport deer for processing and/or distribution for human consumption.
- Processing fees are covered if City of Saugatuck uses program BABC has established. (If the City of Saugatuck has a program that they would like to use, there may be additional costs).

We arrange to:

- Submit deer head, if required, to the DNR.
- Submit all antlers to the DNR.

Cost per deer:

- $495.00 per deer
- Our minimum charge is 25 deer at $495.00 per deer.

BABC technicians will do their best to harvest the indicated number of deer on the permit.
Conditions such as weather, human activity, deer activity, etc., will dictate when we will be out to harvest.
BABC will notify "Owner" as to which days and times they will be out in advance.

The above stated terms and conditions are satisfactory and are hereby accepted.

X_____ _____

Owner/Representative Signature Date

X_____ _____

Own/Representative, Berg's Animal & Bug Control Date

Deer Cull Service Agreement

This Agreement is made between Berg's Animal & Bug Control, with an address of [redacted] ("BABC") and the City of Saugatuck, a Michigan Home Rule City, with an address of 102 Butler Street, Saugatuck, MI 49453 ("City") (collectively "Parties").

1. **Scope of Services.** BABC shall furnish all labor, personnel, supervision, firearms, ammunition, equipment, materials, and transportation necessary to perform professional deer culling services ("Services") for the City at the locations, dates and times authorized by the City and the Michigan Department of Natural Resources ("DNR"). BABC shall reduce the deer population within the designated culling areas, in a safe, humane, and lawful manner. The Services shall be performed in accordance with, and shall include the site selection, permitting and legal-authorization, personnel qualification, baiting, sharpshooting, access-control, public-communication, animal-recovery, data-reporting, safety, and humane-treatment requirements set forth in, the BABC's Standard Operating Procedure for Municipal Deer Population Reduction Program (Exhibit A), Deer Cull Safety Protocol (Exhibit B), and Deer Cull Proposal (Exhibit C), each of which is attached and incorporated by reference. BABC shall comply with all conditions of the DNR permit and all applicable federal, state, and local laws and ordinances, including all firearm-discharge restrictions.

2. **Term.** The initial term of this Agreement shall be **[INSERT DATE]** through **[INSERT DATE]** and unless terminated in accordance with this Agreement.

3. **Termination.**

   (a) The City may terminate this Agreement with or without cause upon providing thirty (30) days' prior written notice to BABC. BABC shall be entitled to payment only for the Services satisfactorily performed and deer lawfully taken through the effective date of termination, at the per-deer fee set forth in Exhibit C.

   (b) The City may terminate this Agreement immediately upon written notice if BABC fails to perform the Services in accordance with this Agreement, the Exhibits, or the DNR permit; violates any applicable firearm discharge or safety requirement; loses or fails to maintain any required permit, license, or insurance.

Payment Agreement. Due within seven (7) days after the execution of this Agreement, the City shall pay BABC an initial payment of twenty-five percent (25%) of the total contract amount based upon the per deer fee ($495.00) multiplied by the total number of deer authorized in the DNR permit. The initial

payment shall be credited against the per-deer fees as deer are taken, and once the initial payment has been fully applied, the City shall be charged on a per-deer basis for each additional deer lawfully taken up to the number of deer authorized by the DNR permit. Following the 25% initial payment, BABC shall invoice the City monthly for deer taken during the preceding month, and each invoice shall be due within thirty (30) days after the City receives it. If, for any reason, fewer deer are taken than the number covered by the initial payment, BABC shall refund to the City the unused portion of the initial payment, equal to the difference between the initial payment and the per-deer fees for the deer actually taken.

4. **Collection Policy.** The City is responsible for payment within the terms of the Agreement. There will be a late fee of $75.00 added per day to your balance due if not paid on the agreed due date. Payments that are more than thirty (30) days past due will start the collection process.

5. **Independent Contractor Status.** BABC agrees to and represents the following:

   (a) BABC fully intends to perform services for third partied during the term of this Agreement.

   (b) The Services required by this Agreement will be performed by BABC, or BABC's employees or contact personnel, and the City will not hire, supervise, or pay any assistants to help BABC.

   (c) Neither BABC nor BABC's employees or contract personnel will receive any training from the City in the professional skills necessary to perform the Services required by this Agreement.

   (d) BABC does not receive the majority of its annual compensation from the City.

6. **No Payroll Taxes, Employment Taxes, Workers' Compensation or Unemployment Compensation.** The City will not withhold or pay payroll or employment taxes of any kind for or on behalf of BABC. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. The City has not and will not obtain workers' compensation insurance on account of BABC or BABC's employees or contract personnel. The City will not make state or federal unemployment compensation payments on behalf of BABC or BABC's employees or contract personnel. BABC will not be entitled to these benefits in connection with the Services performed under this Agreement.

7. **Liability.** BABC will be responsible for any and all losses, liabilities, damages, injuries, claims, charges and costs to persons or property that in any way arise out of or relate to the performance of the Services provided by BABC or its employees or contract personnel.

8. **Indemnification.** To the fullest extent permitted by law, BABC will defend, indemnify and hold harmless the City, its elected officials, employees and volunteers and others working on behalf of the City against any and all claims, suits, damages, losses, or expenses, including but not limited to attorney's fees, arising out of, relating to, or resulting from the BABC's performance of the Services under this Agreement or the performance of such Services by any employee, agent, or subcontractor of BABC.

9. **Insurance.** Prior to commencing any Services, and continuing throughout the term of this Agreement, BABC, shall obtain and maintain, at its sole expense, insurance of the following types and amounts set forth below:

(a) Commercial General Liability. Occurrence-based coverage of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate for bodily injury, death, personal injury and property damage.

(b) Commercial Automobile Liability. Coverage of not less than One Million Dollars ($1,000,000.00) combined single limit per accident, including Michigan No-fault coverages, for bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles and hired vehicles.

(c) Workers' Compensation Insurance. BABC shall provide workers' compensation insurance in accordance with all applicable statutes of the State of Michigan. Coverage shall include employer's liability coverage.

(d) Umbrella/Excess Liability. Excess coverage of not less than Two Million Dollars ($2,000,000.00) per occurrence and aggregate, in excess of the general liability and automobile liability coverage required above.

(e) Additional Insured. The City shall be named as an additional insured on all policies. BABC shall provide the City with a Certificate of Insurance evidencing such coverage upon the effective date of this Agreement and maintain on file with the City a current certificate through the term of this Agreement.

10. **Governmental Immunity.** No provision of this Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by the City of any governmental immunity or any other defense that would be available to it under State Law.

11. **Notice.** All notices, demands or other writings in this Agreement provided to be given or made or sent shall be deemed to have been fully given or made or sent when made in writing and delivered to the principal of the Party to whom notice is given, or deposited in the United States mail, registered and postage prepaid and addressed as follows:

TO THE CITY: City of Saugatuck
102 Butler Street
Saugatuck, MI 49453

TO BABC: BABC

12. **Amendment.** This Agreement may be extended, renewed, altered, modified, or amended only by written agreement signed by both Parties. All provisions of this Agreement shall apply to all Services and all periods of time during which BABC provides Services to City.

13. **Assignment.** This Agreement may not be assigned or subcontracted without the express written consent of the City.

14. **Applicable Law and Waiver.** This Agreement will be governed by the laws of the State of Michigan. Any dispute arising out of, related to, or connected with this Agreement shall be litigated, if at all, solely in the Courts of Allegan County. The waiver of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach.

15. **Entire Agreement.** This Agreement and the Exhibits attached and incorporated by reference herein represents the entire understanding between the City and BABC and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this contract.

AGREED to this ___ day of _____, 2026, at _____, State of Michigan.

CITY OF SAUGATUCK

Date_____ By: _____
Holly Anderson
Its Mayor

Date_____ By: _____
Jamie Wolters
Its City Clerk

BABC

Date_____ By: _____

Its: _____

EXHIBIT A

EXHIBIT B

EXHIBIT C