



City Council Agenda Item Report

FROM: Luke Thompson, Director of Planning and Zoning

MEETING DATE: 07/14/2025

SUBJECT: Beach Day – Right of Way Signage Request

DESCRIPTION:

Crista Winteringham of Beach Day has submitted an application to install a 4' by 3' square Projecting Sign above the Entrance for the establishment. There will 11' of clearance below the sign. The sign will encroach into the City right of way (sidewalk).

The zoning ordinance requires the following:

154.141(L)(2) Any new permanent signs within the public right-of-way shall obtain City Council approval prior to erection. Signs shall not create a traffic vision obstruction, pedestrian traffic obstruction, or prevent the general accepted use of the public right-of-way.

Attached is a Revocable License Agreement that would allow for Beach Day LLC to have a projecting sign that encroaches into the City right of way.

BUDGET ACTION REQUIRED:

N/A

COMMITTEE/COMMISSION REVIEW:

Historic District Commission.

LEGAL REVIEW:

The City Attorney reviewed revocable license agreement language for signs in the public right of way.

SAMPLE MOTION:

Motion to approve the Revocable License Agreement for a sign in the public right-of-way for Beach Day.

REVOCABLE LICENSE AGREEMENT
REGARDING SIGN IN THE RIGHT-OF-WAY

THIS AGREEMENT is made this _____ day of _____, 2025, between the CITY OF SAUGATUCK, (hereinafter “**City**”) a Michigan municipal corporation located in Allegan County, Michigan; and Beach Day LLC (hereinafter “**Licensee**”).

Recitals

- A. Licensee has leasehold interest in real property located at 115 Butler Culver Street in the City, further described as P.P. No. 03-57-300-187-50 (the “**Property**”).
- B. A public right-of-way owned and controlled by the City crosses the Property as shown on the sketch map attached as Exhibit A and incorporated by reference.
- C. Licensee desires to install an approximately five square foot projecting sign in the City’s right-of-way with at least eight and a half feet of clearance below the sign (the “**Encroachment**”). Licensee seeks a license in order to install the Encroachment.
- D. Licensee will insure and maintain the Encroachment within and immediately adjacent to the public right-of-way for Culver Street as hereinafter described.
- E. The City is amenable to granting a revocable license to Licensee for the installation and maintenance of the Encroachment within the right-of-way for Culver Street, subject to terms of this Agreement.

Agreement

- 1. The City hereby grants to Licensee a revocable license for the Encroachment for the purpose of installing and maintaining the Encroachment in the precise location shown on Exhibit A subject to the terms of this Agreement. The Encroachment shall be as depicted on attached Exhibit A, which is incorporated by reference.
- 2. The Encroachment shall meet all requirements of the City of Saugatuck Code including, without limitation, any historic district requirements.
- 3. Licensee shall maintain the Encroachment in the public right-of-way in good condition at all times, and in compliance with all applicable laws and regulations of the City, County and State of Michigan.
- 4. Licensee shall indemnify and hold harmless the City, and its officers, agents, and employees, from any and all claims, demands, or suits by any person or entity for damages, injuries, or losses in any way connected or arising out of the placement, maintenance, existence or use of the Encroachment. The provisions of this section shall survive any termination of this Agreement.
- 5. Licensee shall obtain and maintain general liability insurance in a form and amount satisfactory to the City for the Encroachment at all times that this Agreement is in effect and the City shall be named as an additional insured on any such policy.

6. The placement of the Encroachment in no way creates any title, claim of right, or other property rights or interest for Licensee in any public right-of-way.
7. The license granted to the Licensee and this Agreement shall not be assigned or otherwise transferred by Licensee to any other person or business entity without the City's prior written approval.
8. The license granted by this Agreement shall be revocable at the will of the City, with or without cause, by the City giving Licensee or its successor thirty (30) days written notice of intent to revoke. Upon written notice to Licensee or its successor, mailed by regular mail to 115 Butler St, Saugatuck, MI 49453, Licensee or its successor shall immediately remove the Encroachment and discontinue placing anything in the City right-of-way. The area where the Encroachment was removed shall be returned to its previous condition by the Licensee at no cost to the City.
9. At the time of execution of this Revocable License Agreement, Licensee shall pay to the City the cost of preparation of this Agreement.

In witness whereof, the parties have caused this Agreement to be executed on the date first set forth above.

City of Saugatuck, a Michigan municipal
corporation

By: _____

Its: _____

By: _____

Its: _____

Beach Day LLC

By: _____

Its: _____



16' 0"
 16' 0" Building width.



Sign
4' x 3'

3'
 4'

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

RESOLUTION NO. 250714-A

**A RESOLUTION BY THE SAUGATUCK CITY COUNCIL TO AMEND
THE TERMS OF THE CITY MANAGER'S EMPLOYMENT
AGREEMENT**

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

RECITALS

WHEREAS, consistent with Section 6.2 of its Charter, the City of Saugatuck employs the City Manager. The terms of the City Manager's employment are set by Charter and an employment agreement approved at the June 10, 2024 City Council meeting;

WHEREAS, the City Council engaged in the first annual performance evaluation of the City Manager pursuant to said agreement and determined to increase the car allowance term to \$6,000 effective July 1, 2025; establish a minimum salary of \$135,000 effective July 1, 2025, \$145,000 effective July 1, 2026, and \$160,000 effective July 1, 2027; and to make certain other housekeeping updates to the agreement to reflect the passage of time.

WHEREAS, the City Manager and City Council, if in agreement, must approve any changes to the employment agreement in writing via approved Resolution, and executed in the same fashion as the agreement.

WHEREAS, the City Manager and City Council have reviewed Exhibit A, which incorporates all such changes.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Saugatuck, the updated City Manager's employment agreement, included at Exhibit A, is approved.

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 MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of July, 2025 by and between the City of Saugatuck, State of Michigan, a municipal corporation, (“Employer”), and Ryan Cummins, (“Employee”), (collectively, “Parties”), both of whom understand as follows:

RECITALS

WHEREAS, Employer desires to employ Employee to serve as City Manager of the City of Saugatuck, which employment shall be at the pleasure of its City Council, and

WHEREAS, it is the desire of the Employer to provide certain benefits, establish certain conditions of employment and to set working conditions of Employee.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration as provided in this Agreement, the sufficiency of which is acknowledged, the parties agree as follows:

Section 1: EMPLOYMENT

Subject to the terms of this Agreement, Employer hereby employs Employee as its City Manager for the City of Saugatuck to perform the functions and duties required and permitted by state law including, without limitation, those duties as set forth in the City Charter, the City Code of Ordinances, and such other functions and duties as the City Council shall from time to time assign. Employee shall perform such duties in an efficient and conscientious manner, exercising his discretion, judgment and authority in the best interests of the City and in compliance with all applicable laws, rules, regulations, orders and directives of any officer or agency of competent jurisdiction.

The Employee is an exempt employee and is expected to engage in those hours of work necessary to fulfill the obligations of the City Manager’s position. The Employee does not have set hours of work as the Employee is expected to be available as needed; however, certain exceptions apply, including personal time off when the Employee is not available by phone. During periods in which the Employee anticipates being unreachable by phone, the Employee shall make arrangements to delegate responsibilities and tasks as necessary, and to provide the City with an alternative means of contacting the Employee in the event of an emergency.

It is recognized that the Employee must devote a great deal of time to business of the City outside of the City's customary office hours; accordingly, the Employee’s work schedule is anticipated to vary in accordance with work required to be performed. Employee shall spend sufficient hours on site to perform his duties; however, Employee has discretion over his work schedule so long as his schedule does not interfere with the best interests of the City.

From time to time during his employment, Employee may be appointed by the City Council, by the Mayor, by operation of law or contract or otherwise to various boards, commissions or other bodies as a nonvoting member. Employee agrees that the termination of his employment as City Manager for any reason shall constitute his resignation from and termination of his office or membership on such other boards, commission and bodies that he holds by virtue of his position as City Manager.

Section 2: TERM

A. This Agreement has no set term and shall expire upon either Party exercising its right to terminate as provided elsewhere in this Agreement.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the service of Employee at any time, subject only to the provisions set forth elsewhere in this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the Employer, subject only to the provisions set forth elsewhere in this Agreement.

D. Employee agrees to remain in the exclusive employment of Employer until termination of this Agreement and neither to accept other employment nor to become employed by any other employer, unless specifically approved by the Council, until the termination of this Agreement, except as otherwise provided in this Agreement.

Section 3: SALARY

The Employer agrees to pay Employee for services rendered pursuant to this Agreement an annual salary as set forth below, payable in installments at the same time as other employees of the Employer are paid. As a salaried, exempt employee, Employee shall not be paid overtime or any other added amounts for time spent outside of regular working hours. The salary shall be no less than the following if, and so long as, the employment continues:

July 1, 2025: \$135,000

July 1, 2026: \$145,000

July 1, 2027: \$160,000

Employee's salary and/or benefits may be modified during the term of the Agreement in such amounts and to such extent as the City Council may determine is beneficial to the City. Salary changes beyond that provided in this section may be implemented by the City Council as part of its review and approval of the annual City budget and the performance evaluation process. The City may only reduce Employee's salary below the salary specified under this Agreement to the extent across-the-board salary reductions are implemented for all City employees. Nothing about these salary provisions modify the Employee's employment relationship with the City.

Section 4: VACATION, SICK AND PERSONAL TIME

Unless in conflict with the terms of this Agreement, Employee shall be entitled to vacation, sick and personal time pursuant to the duly adopted policies applicable to full-time exempt employees of the City of Saugatuck as amended from time to time. Employee shall notify the Mayor, Clerk, and Treasurer of any intent to utilize vacation, sick, or personal time.

Section 5: INSURANCE AND BENEFITS

A. Employer agrees to put into force and make required premium payments for Employee for insurance policies for life insurance, accidental death and dismemberment, disability and health insurance at the same coverage and benefit levels as provided to full-time exempt employees of the City of Saugatuck subject to the terms of applicable insurance policies and the City of Saugatuck's personnel policies as they may be revised or amended. Employee shall be responsible for complying with all eligibility and other terms of any such coverage and shall be responsible for any co-pays, deductibles and such other amounts as are required to be paid by the eligible employee under such policies. If there is a conflict between this Agreement, and the terms set forth by an insurance carrier, the terms of the carrier shall control.

B. Employer will reimburse Employee for documented dental and vision costs incurred by Employee, Employee's spouse, and dependents consistent with the duly adopted policies applicable to full-time exempt employees of the City of Saugatuck as amended from time to time.

C. Employer will make contributions to Employee's retirement plan consistent with the duly adopted policies applicable to full-time exempt employees of the City of Saugatuck as amended from time to time.

D. Employer agrees to match the Employee's contribution to a mutually agreed upon retirement plan in an amount not to exceed 4% of Employee's annual gross salary.

E. Employer will provide Employee job-related personal tools or equipment, such as a computer, cell phone, etc. reasonably necessary to perform Employee's functions and duties. Employee may elect to receive a cell phone reimbursement in lieu of receiving a cell phone; in such case, he shall be eligible for reimbursement consistent with the duly adopted policies applicable to full-time employees of the City of Saugatuck, as amended from time to time. Upon termination for any reason, Employee shall return all such equipment to the Employer no later than Employee's last day of employment.

Section 6: PROFESSIONAL DEVELOPMENT

Employer shall pay the cost of conferences and meetings attended by the Employee for business and professional purposes, including the Michigan Chapter ICMA meetings and activities, Michigan Municipal League functions, and other State and local meetings that the Employee chooses to attend after approval of the City Council.

Section 7: DUES AND SUBSCRIPTIONS

Employer agrees to pay Employee's professional dues as necessary or desirable after consulting with the Council. The City also agrees to pay for books, magazines and subscriptions that the Employee deems necessary and desirable for the performance of his duties after consulting with and receiving approval from the Council. These amounts are to be incorporated into the departmental budget for each fiscal year.

Section 8: GENERAL EXPENSES

The Employer agrees to pay the Employee the sum of Six Thousand Dollars (\$6,000) annually as an automobile allowance payable in twelve (12) equal installments. Employee shall not be provided with a City-owned vehicle. Employee shall be responsible for maintenance and insurance on Employee's vehicle. Employee shall not be compensated for mileage while conducting City business.

Section 9: INDEMNIFICATION

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in Employee's good faith performance of his duties as City Manager. Employer may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The foregoing shall not apply to matters in which the Employee is charged with the commission of a civil infraction, criminal offense, felony or misdemeanor, or for which the basis of liability is the commission of an intentional tort.

Section 10: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 11: PERFORMANCE EVALUATION

A. The City Council may conduct evaluations of the Employee. The City Council may undertake any such review on its own initiative or at the request of the Employee. To the extent permitted by law, Employee may request that an evaluation be conducted in a closed session of the City Council, subject to the City Council's approval. An evaluation shall be in accordance with specific criteria which may be added to or deleted from as the Council may from time to time determine, in consultation with the Employee. Further, the Mayor shall provide the Employee with a written summary statement of the findings of the Council and provide an adequate opportunity for the Employee to discuss his evaluation with the Council.

B. Annually, the City Council and Employee shall define goals and measurable performance objectives that they determine necessary for the proper operation of the City, and in the attainment of the City's policy objectives. The City may further establish a relative priority among those various goals and objectives, and reduce those goals and objectives to

writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

C. In effecting the provisions of this Section, the City Council and the Employee mutually agree to abide by the provisions of the applicable law.

Section 12: SUSPENSION

Employer may suspend the Employee with or without full pay and benefits at the discretion of the City Council at any time during the term of this Agreement, but only if:

1. A five-sevenths (5/7s) majority of the City Council agrees, or
2. A majority of the City Council votes to suspend Employee for just cause; provided, however, that Employee shall have been given written notice setting forth any charges at least five (5) days prior to such meeting by the City Council members bringing such charges.

As used in this Agreement, “just cause” shall mean:

1. the conviction or guilty or no contest plea by Employee to a felony;
2. an act of fraud, misappropriation of public funds, embezzlement, theft, or other comparable dishonest conduct in connection with Employee’s job duties or in the course of his employment with the City;
3. an intentional or grossly negligent action or failure to act by Employee in disregard for a lawful directive by the City Council constituting material insubordination;
4. harassment (in violation of federal, state, or local law) by Employee of City personnel, vendors, or citizens;
5. unauthorized and material misuse of City property, equipment, or facilities by Employee;
6. falsification or unauthorized alteration by Employee of City documents or records;
7. improper use of leave time by Employee, including falsification of information to secure such leave time;
8. willful and continued failure to perform substantially the principal aspects of Employee’s job duties, if that failure continues after 14 days’ written notice to him (other than as a result of physical or mental illness or incapacity);
9. conduct by Employee of illegal activity on Employer's premises;
10. a finding of misfeasance or malfeasance of office or duties after a hearing before the City Council.

Section 13: TERMINATION AND SEVERANCE PAY

A. The City Council may terminate Employee’s employment by a five-sevenths (5/7s) majority at any time and for any reason. If that termination is not for just cause as defined in this Agreement, Employer agrees to pay Employee wages and benefits for eight (8) months as severance pay. Each full year of completed service as City Manager since his appointment on

June 10, 2024 and prior to termination without just cause shall entitle the Employee to one (1) additional month of severance pay and benefits.

B. The City Council may terminate Employee's employment by a simple majority vote if the termination is for just cause as defined in this Agreement; provided, however, that Employee shall have been given written notice setting forth any charges at least five (5) days prior to such meeting by the City Council members bringing such charges. If Employee is terminated for just cause, the Employer shall not be obligated to pay any severance to Employee.

C. If the Employer, at any time during the term of this Agreement, reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of Employer, or if Employer refuses, following written notice, to comply with any other Agreement provision financially benefiting Employee, then Employee will be deemed to be terminated at the date of such reduction or such refusal to comply by Employer and Employee shall be entitled to severance pay as described in this Agreement commencing the date of termination.

D. If Employee voluntarily resigns his position with Employer before expiration of the term of his employment, then Employee shall give Employer one (1) months' notice in advance, unless the parties otherwise agree. Failure to give one (1) months' notice shall disqualify Employee from the payout for accrued but unused vacation and personal time provided for in the following Paragraph.

E. Upon his termination or resignation with proper notice, Employee shall be paid for accrued and unused vacation and personal time. Upon his termination or resignation, Employee shall be paid for accrued and unused sick time pursuant to the duly adopted policies and practices applicable to full-time exempt employees of the City of Saugatuck.

Section 14: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The City Council, in consultation with the Employee, shall fix any such terms and conditions of employment as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the City Charter or any law.

B. All provisions of the City Charter and policies and regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the Employee as they would to other employees of the Employer.

Section 15: REDUCTION OF BENEFITS

Employer shall not any time during the term of this agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction across the board for all employees or the Employer.

Section 16: HOME OFFICE

It is recognized that some functions of the Employee are a 24-hour per day responsibility. To that end, it is also recognized that the Employee may maintain an office at his place of residence for business purposes. The cost of maintaining that office is the sole responsibility of the Employee and not of the Employer.

Section 17: NOTICES

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage pre-paid, addressed as follows:

Mayor, City of Saugatuck, 102 Butler St., P.O. Box 86, Saugatuck, MI 49453.
Ryan Cummins, address on file at Saugatuck City Hall.

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 18: GENERAL PROVISIONS

A. The text herein shall constitute the entire agreement between the parties. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms may be based upon any prior representations or agreements, whether oral or written, between the parties. It is further understood that no amendment or modification of this Agreement shall be binding upon the City unless such amendment is approved by Resolution of the City Council, and the Employee, and until a copy of such Resolution is provided to all the parties to this Agreement, and the modification, amendment or alteration in the terms or conditions is reduced to a written document and executed in the same fashion as this Agreement.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.

C. This Agreement shall become effective July 1, 2025 and it shall remain in effect until expiration or termination.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

E. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

F. The rights and obligations contained in this Agreement are personal in nature and cannot be transferred or assigned by the Employee.

G. This Agreement is the result of negotiations between the Parties, and the rule of construction that a contract is to be construed against its drafters is not applicable to this Agreement.

IN WITNESS WHEREOF, the Employer has caused this agreement to be signed and executed In Its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first written above.

ATTEST:

EMPLOYER:

Jamie Wolters, Clerk
City of Saugatuck

Holly Anderson, Mayor
City of Saugatuck

EMPLOYEE:

Ryan Cummins