



**CITY COUNCIL AGENDA
FEBRUARY 24, 2020 – 7:00 P.M.**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF MINUTES
 - A. **Regular City Council Meeting of February 10, 2020**
5. MAYOR'S COMMENTS
6. CITY MANAGER'S COMMENTS
7. AGENDA CHANGES (ADDITIONS/DELETIONS)
8. GUEST SPEAKERS:
 - A. **Lt. Brett Ensfield – Allegan Co. Sheriff Department**
9. PUBLIC COMMENT *Agenda Items Only (Limit 3 minutes)*
10. REQUESTS FOR PAYMENT
 - A. **Approval of Accounts Payable**
11. INTRODUCTION OF ORDINANCES:
12. PUBLIC HEARINGS: **None**
13. UNFINISHED BUSINESS: **None**
14. NEW BUSINESS
 - A. **Proclamation No. 200224-P1 –2020 Arbor Day (ROLL CALL)**
 - B. **Resolution No. 200224-A – 2020 Poverty Exemption Income Guidelines (ROLL CALL)**
 - C. **Intergovernmental Docking Agreement (VOICE VOTE)**
 - D. **Saugatuck Township Fire District Dock Permit Submission Approval (VOICE VOTE)**
 - E. **Street End Structure Dockage License (VOICE VOTE)**
 - F. **Fleis & Vandenbrink Professional Services – Wicks Park Planning Proposal (VOICE VOTE)**
 - G. **Special Event Application – SCA Adventure Climb Up Mt. Baldhead Event (VOICE VOTE)**
15. CONSENT AGENDA: **None**
16. PUBLIC COMMENTS *(Limit 3 minutes)*
17. COMMUNICATIONS:
 - A. **March Council Meeting Date Change – Accept as information**
 - B. **Blue Star Trail Joint Study Committee Meeting Agenda – Accept as information**
18. BOARDS, COMMISSIONS & COMMITTEE REPORTS
 - A. **Harbor Authority, Fire Board, Planning Commission, KLSWA**
19. COUNCIL COMMENTS
20. ADJOURN

NOTICE

This facility is wheelchair accessible with accessible parking spaces available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact Saugatuck City Clerk at 269-857-2603 or monica@saugatuckcity.com for further information.

Proposed Minutes
Saugatuck City Council Meeting
Saugatuck, Michigan, February 10, 2020

The City Council met in regular session at 7:00 p.m. at City Hall, 102 Butler Street, Saugatuck, Michigan.

1. **Call to Order** by Mayor Trester at 7:00 p.m.
2. **Pledge of Allegiance**
3. **Attendance:**
 Present: Bekken, Johnson, Leo, Lewis, Peterson, Verplank, & Trester
 Absent: None
 Others Present: City Manager Harrier & City Clerk Nagel
4. **Approval of Minutes:** A motion was made by Peterson, 2nd by Verplank, to approve the January 27, 2020 regular meeting minutes as presented. Upon voice vote the motion carried unanimously.
5. **Mayor's Comments:** None
6. **City Manager's Report:** None
7. **Agenda Changes: (deletion) 14(B) Resolution No. 200210-B – Boards/Commission Selection Policy (unanimous consent)**

(deletion) 14(F) Board of Review Appointment (yes: Leo, Lewis – no: Bekken, Johnson, Peterson, Verplank, Trester)
8. **Guest Speakers:**
A. Lt. Brett Ensfield – Allegan Co. Sheriff Department: Lt. Ensfield presented Council with the Incident Analysis Report for January 27-February 10, 2010 and announced House Bill 5401 was recently introduced regarding boat speed restrictions due to high water conditions.
9. **Public Comment:** Vicki Cobb (*resident*) regarding 14(F) stated she was offered the Board of Review vacancy position then the decision was rescinded, asked that the boards/commission applicant selection policy be clarified and followed in the future.
10. **Request for Payment:** A motion was made by Johnson, 2nd by Peterson, to approve the accounts payable in the amount of \$243,911.14. Upon voice vote the motion carried unanimously.
11. **Introductions of Ordinances:** None
12. **Public Hearings:** None
13. **Unfinished Business:** None
14. **New Business:**
A. Resolution No. 200210-A – 2020 Tri-Community Recycling Ad Hoc Committee: A motion was made by Johnson, 2nd by Leo, to approve Resolution No. 200210-A as presented and appoint Council Member Johnson, Council Member Lewis and Saugatuck Citizen At-Large Linda Escott to the Tri-Community Recycling Ad-Hoc Committee as City of Saugatuck representatives. Upon roll call the motion carried unanimously.

~~B. Resolution No. 200210-B – Board and Commission Selection Policy~~

C. Resolution No. 200210-C – Landscape Design Contract – Rose Garden: A motion was made by Peterson, 2nd by Verplank, to approve Resolution No. 200210-C as presented and authorize the Mayor and City Clerk to sign the agreement between the City of Saugatuck and Landscape Design Services, Inc. for the 2020 care and maintenance of the Memorial Rose Garden in the amount of \$7,310. Upon roll call the motion carried unanimously.

D. Professional Services Audit Engagement: A motion was made by Peterson, 2nd by Leo, to approve the engagement letter dated December 6, 2019 between the City of Saugatuck and Berthiaume & Company as presented and authorize the Mayor and City Clerk to sign the engagement letter. Upon voice vote the motion carried unanimously.

E. Municipal License Renewals: A motion was made by Peterson, 2nd by Verplank to approve the 2020 Municipal License Agreement rates as presented on attachment A and authorize the Mayor and City Clerk to sign all non-pending agreements for 2020 as presented. Upon voice vote the motion carried unanimously.

F. Board of Review Appointment: A motion was made by Johnson, 2nd by Peterson, to approve the Mayor's recommendation to appoint Ken Vlasity to the City of Saugatuck Board of Review with said term expiring January 1, 2021. Upon voice vote the motion carried unanimously.

G. Special Event Application - Mill Pond Realty Free Movie Night: A motion was made by Leo, 2nd by Lewis, to approve the special event application to hold a free movie night event in Coghlin Park on August 8, 2020 contingent upon the city receiving the signed letter of understanding from Mill Pond Realty. Upon voice vote the motion carried unanimously.

15. Consent Agenda: None

16. Public Comment: Glenna DeJong (*resident*) announced she is collecting signatures for a petition drive to expand Michigan law to include anti-discrimination protections for the LGBTQ community.

17. Communications:

A. US Army Corps of Engineers Emergency Management Meeting– Accepted as information

B. MML Risk Management Training– Accepted as information

C. 2020 Wicks Park Boat Slip Lottery Notice – Accepted as information

18. Boards, Commissions & Committee Reports: None

19. Council Comments: None

20. Adjournment: Mayor Trester adjourned the meeting at 7:58 p.m.

Respectfully Submitted,

Monica Nagel, CMC
City Clerk

10.A

Vendor Name	Description	Amount
1. AERIAL HYDRAULIC REPAIR INC	BUCKET TRUCK INSPECTION & REPAIR	2,936.50
2. ALLEGAN COUNTY NEWS	PLANNING NOTICE	77.00
3. ALLEGAN COUNTY SHERIFF	SHERIFF CONTRACT	25,725.72
4. ALLEGAN COUNTY TREASURER	PROPERTY TAXES	76,361.87
5. AXMAN ENTERPRISE INC	TREE REMOVAL & TRIMMING	7,600.00
6. BLOOM SLUGGETT PC	LEGAL FEES	16.50
	LEGAL FEES	5,122.50
	TOTAL	5,139.00
7. BUIST ELECTRIC	UPSTAIRS CITY HALL	430.00
8. BURNETT & KASTRAN PC	LEGAL FEES	240.00
	LEGAL FEES	120.00
	TOTAL	360.00
9. CAPITAL ONE	GARAGE DOOR OPENERS & SUPPLIES	259.76
10. COMCAST	TELEPHONES & INTERNET	284.60
11. D & L TRUCK & TRAILER LLC	REPAIR SALT SPREADER	745.00
12. DIANNA MC GREW	ASSESSING SERVICES	2,611.13
13. DUNESVIEW KWIK SHOP INC	GASOLINE & DIESEL	1,027.92
14. FLEIS & VANDENBRINK ENGINEERING INC	ENGINEERING FEES	366.00
	STREETS	580.00
	TOTAL	946.00
15. IHLE AUTO PARTS	SUPPLIES	50.45
16. INTERURBAN TRANSIT AUTHORITY	PROPERTY TAXES	22,446.78
17. KALAMAZOO LAKE SEWER & WATER	WATER & SEWER	920.73
	TAXES DELIQUENT WATER	560.96
	TOTAL	1,481.69
18. MERS	RETIREMENT	4,500.00
19. MICHIGAN GAS UTILITIES	BUTLER ST BATHROOMS	154.44
	DPW GARAGE	289.27
	CITY HALL	80.55
	TOTAL	524.26
20. MINER SUPPLY CO	SUPPLIES	129.26
21. MUSKEGON COUNTY	TRAINING	50.00
22. OTTAWA AREA INTERMEDIATE	SCHOOL DIS	
	PROPERTY TAXES	3,949.97

Vendor Name	Description	Amount
23. OTTAWA COUNTY	TRAINING	90.00
24. SAUGATUCK DOUGLAS LIBRARY	PROPERTY TAXES	35,657.47
25. SAUGATUCK DRUG	SUPPLIES	8.89
26. SAUGATUCK FIRE	SHORT TERM RENTAL	75.00
	PROPERTY TAXES	101,067.39
	TOTAL	101,142.39
27. SAUGATUCK PUBLIC SCHOOLS	PROPERTY TAXES	313,748.14
28. SMART BUSINESS SOURCE LLC	SUPPLIES	74.53
29. SOUTHWEST TRANSPORT CO	MANCHESTER DRIVE IMPROVEMENTS	20,982.50
30. SPECTRUM PRINTERS INC	ELECTION MATERIALS	596.38
31. STANDARD INSURANCE COMPANY	INSURANCE	349.59
32. STINGERS PEST CONTROL	PEST CONTROL CITY HALL	110.40
	PEST CONTROL OVAL BEACH	92.00
	PEST CONTROL DPW	110.40
	TOTAL	312.80
TOTAL - ALL VENDORS		630,599.60
FUND TOTALS:		
Fund 101 - GENERAL FUND		49,825.78
Fund 202 - MAJOR STREETS		604.82
Fund 203 - LOCAL STREETS		21,007.32
Fund 592 - WATER AND SEWER		138.00
Fund 661 - MOTOR POOL FUND		5,218.30
Fund 701 - CURRENT TAX FUND		553,792.58
Fund 715 - ROSE GARDEN		12.80



City Council Agenda Item Report

City of Saugatuck

FROM: Monica Nagel, City Clerk

MEETING DATE: February 24, 2020

SUBJECT: Arbor Day Proclamation

DESCRIPTION

As part of the requirements for securing the designation of Tree City USA, a proclamation for Arbor Day in the City of Saugatuck is required.

BUDGET ACTION REQUIRED

N/A

COMMITTEE/COMMISSION RECOMMENDATION

N/A

CITY ATTORNEY REVIEW

N/A

STAFF RECOMMENDATION

Staff recommends approval.

SAMPLE MOTION:

Motion to **approv/deny** Arbor Day proclamation as presented proclaiming April 24th, 2020 as Arbor Day in the City of Saugatuck.

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City Council Agenda Item Report

City of Saugatuck

FROM: Kirk Harrier, City Manager

MEETING DATE: February 24, 2020

SUBJECT: Resolution 200224-A (2020 Poverty Exemption Income Guidelines & Asset Test)

DESCRIPTION

Attached is a resolution to establish poverty exemption income guidelines & asset test for 2020 used in granting poverty exemptions from property taxes in the City of Saugatuck. Section 211.7(u) of Act 206 of Michigan Public Acts of 1893, the General Property Tax Act, as amended by Act 390 of the Public Acts of 1994 requires the Council to determine the policy and guidelines to be used by the Board of Review for granting exemptions from property taxes on principal residences of persons in poverty ("poverty exemptions").

BUDGET ACTION REQUIRED

N/A

COMMITTEE/COMMISSION REVIEW

N/A

LEGAL REVIEW

N/A

SAMPLE MOTION:

Motion to **approve/deny** Resolution No. 200224-A adopting poverty exemption income guidelines & asset test for the year 2020 as presented.

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

RESOLUTION NO. 200224-A

**A RESOLUTION TO ADOPT POVERTY EXEMPTION,
INCOME GUIDELINES & ASSET TEST**

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

WHEREAS, the homestead of persons who, in the judgment of the Saugatuck City Board of Review, by reason of poverty, are unable to contribute to the public charges is eligible for exemption from taxation under the General Property Tax Act; and

WHEREAS, the Saugatuck City Council is required by Section 7u of the General Property Tax Act 206 of 1893 (MCL 211.7u), to adopt guidelines for poverty exemptions;

NOW, THEREFORE, BE IT HEREBY RESOLVED, pursuant to MCL 211.7u, that Saugatuck City, Allegan County, adopts the following guidelines for the Saugatuck City Board of Review to implement

The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns, filed in the current or immediately preceding year:

To be eligible, a person shall do all the following on an annual basis:

1. Be an owner of and occupy as their principal residence the property for which an exemption is requested.
2. File a claim with the Saugatuck City Board of Review, accompanied by federal and state income tax returns for all persons residing in their principal residence, including any property tax credit returns filed in the immediately preceding year or in the current year.
3. Produce a valid Michigan drivers' license or other form of identification, if requested.
4. Produce a deed, land contract, or other evidence of ownership of the property for which an exemption is requested, if requested.
5. Meet the *federal poverty income guidelines* as defined and determined annually by the United States Office of Management & Budget.

The following are the federal poverty income standards for use in setting poverty exemption guidelines for 2020 assessments:

# of persons residing in home	Annual allowable income
1 person	\$ 12,490
2 persons	16,910
3 persons	21,330
4 persons	25,750
5 persons	30,170
6 persons	34,590
7 persons	39,010
8 persons	43,430
For each additional person, add	4,420

Income of students under the age of 18 years, shall not be included as income.

6. Meet additional eligibility requirements as determined by the Saugatuck City Council including: assets less than 20% of reported income.

BE IT ALSO RESOLVED, that the Saugatuck City Board of Review shall follow the above stated policy and federal guidelines in granting or denying an exemption, unless the Board of Review determined there are substantial and compelling reasons why there should be a deviation from the policy and federal guidelines and these are communicated in writing to the claimant.

YEAS: Council Members: _____

NAYS: Council Members: _____

ABSTAIN: Council Members: _____

ABSENT: Council Members: _____

ADOPTED this _____ day of February, 2020

Signed: _____
Ken Trester, Mayor

Signed: _____
Monica Nagel, City Clerk

CERTIFICATION

I, Monica Nagel, 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 Saugatuck City Council at a regular meeting held _____, 2020, in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended. The minutes of the meeting were kept and will be or have been made available as required by said Act.

Signed: _____
Monica Nagel, City Clerk



City Council Agenda Item Report

City of Saugatuck

FROM: Kirk Harrier, City Manager
MEETING DATE: February 24, 2020
SUBJECT: Intergovernmental Docking Agreement

DESCRIPTION

The Saugatuck Township Fire District has requested an agreement for the purpose of boat docking, emergency rescue and firefighting activities on property under the jurisdiction of the City of Saugatuck. The requested area is located at the Lucy and Water Street intersection along the Kalamazoo River. The proposed Intergovernmental Docking Agreement (“Agreement”) includes the water frontage and the shoreline or bulkhead line, as well as the bottomlands attributable to the premises as identified in the attached agreement drawing. The Saugatuck Township Fire District has licensed a portion of this area in the past for a number of years from the City of Saugatuck for the same emergency purposes. The proposed Agreement is for a 10-year period as allowed by City Charter. The Saugatuck Township Fire District is requesting a 10-year period as the organization is also seeking approval from City Council to construct a replacement dock in the same location however with a different configuration layout.

BUDGET ACTION REQUIRED

N/A

COMMITTEE/COMMISSION REVIEW

N/A

LEGAL REVIEW

Municipal attorney Cliff Bloom has drafted the attached agreement and approves as to form and content.

SAMPLE MOTION:

Motion to **approve/deny** the Intergovernmental Docking Agreement (09805-004-00103247.1) between the City of Saugatuck and the Saugatuck Township Fire District subject to payment made to the City for expenses incurred by the City in the preparation of the Agreement.

INTERGOVERNMENTAL DOCKAGE AGREEMENT

THIS AGREEMENT (“Agreement”) is made on this ___ day of _____, 2020, by and between the CITY OF SAUGATUCK, a municipal corporation, located in Allegan County, Michigan (the “City”) and the SAUGATUCK TOWNSHIP FIRE DISTRICT a joint public administrative body, whose address is 3342 Blue Star Highway, Saugatuck, Michigan 49453 (“Fire District”).

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

1. Description of the Covered Premises: This Agreement pertains to the land and bottomlands shown on Exhibit A as attached hereto (“Premises”). The Premises include the water frontage and the shoreline or bulkhead line, as well as the bottomlands attributable to the Premises.
2. Purpose of this Agreement: The Fire District may use the Premises and waters of the Kalamazoo River and Kalamazoo Lake comprising the Premises for the purpose of boat docking, emergency rescue and firefighting activities but for no other purpose (or purposes) unless specifically approved beforehand in writing by the City Council of the City.
3. Term: The term of this Agreement shall be for ten (10) years and shall commence on January 1, 2020 and shall terminate on December 31, 2029. This Agreement can be canceled pursuant to Sections 14 and/or 15 of this Lease.
4. Charge: In consideration for this Agreement, the Fire District shall pay to the City the annual sum of \$10.00, payable in full to the City in advance.

5. Control of Structures: The Fire District may, at the end of the term of this Agreement, remove any of the following structures and equipment belonging to the Fire District presently located on the Premises, or which may be constructed during the term of this Agreement and located on the Premises, or in or over the waters of the Kalamazoo River and Kalamazoo Lake within the Premises: docks, power pedestals, finger piers, dock boxes, and lighting fixtures. The Fire District shall leave any areas from which any such item has been removed in a good and reasonable condition. In the event the Fire District elects not to remove the aforesaid structures or equipment as permitted in the preceding sentence, then ownership of the same shall be with the City, which may dispose of such structures or equipment as it, in its sole discretion, deems fit and without any payment to the Fire District. The Fire District shall not remove the aforesaid structures or equipment during the term of this Agreement.

6. New Construction, Alterations or Major Repair: The Fire District may not undertake any new construction, alterations, or major repair work (i.e. over \$2,500) of any kind or description on, within or to the Premises (or any structures thereon), or in the waters of the Kalamazoo River or Kalamazoo Lake within the Premises, without the prior written permission of the City. The Fire District further agrees that it will, prior to commencement of any construction, alteration, or repair, obtain any necessary permits required under the City Waterfront Construction Ordinance, Zoning Ordinance, or other applicable City ordinance, as well as any required Michigan Department of the Environment, Great Lakes and Energy or Army Corps of Engineer permits or approvals. If any construction, alterations or major repair work that will be done by the Fire District shall in any way impact or affect any City property or utility or any seawall, retaining wall,

boardwalk or similar structure or item, the Fire District shall not commence any such construction, alteration or major repair unless and until the Fire District consults with the City (and obtains City approval) and the parties negotiate about whether the City will contribute any monies for any such alteration or modification of or to any such City property, utility, seawall, retention wall, boardwalk or similar item or structure.

7. Liability Insurance: The Fire District will obtain and maintain public liability insurance with limits of not less than \$ 1,000,000.00 for each person and \$ 1,000,000.00 for each occurrence of bodily injury and \$ 1,000,000.00 for each property damage occurrence arising out of the use of the Premises. The City of Saugatuck shall be added to that policy of insurance as a named insured, and the Fire District shall file a certificate of insurance or other written proof of such insurance coverage (acceptable to the City) with the City Clerk not later than the date of the signing of the Agreement at its inception. Such insurance shall not be canceled or cancelable during the term of this Agreement (or beyond the term of the Agreement or after the termination of this Agreement so long as any dock or boat, structure, or item belonging to the Fire District is present on or at the Premises).
8. Indemnification and Hold Harmless Provision: The Fire District shall indemnify, reimburse, and hold harmless the City (as well as any official, employee, officer, agent, or contractor of the City) for, from, and against any and all liabilities, damages, causes of action, attorney fees, and costs for injuries, death, or damages to any person or destruction of or damage to any property arising out of or related to the Fire District's (including for purposes of this Section 8, the Fire District's contractors, subcontractors, invitees, assignees or sub-agreements) use or presence within, on or at the Premises, or

structures of, within or at the Premises, including any use of a boat/watercraft or any dock or pier in the water abutting the Premises or the shore thereof. The provisions of this Section 8 shall survive any termination of this Agreement.

9. City Inspections: The City may, but is not obligated to, inspect any boardwalk, dock, pier, or other structure or item located on, within or at the Premises at the commencement of the Agreement (or at any time); and if any such item is not in a safe and reasonable condition, in the City's sole discretion, the City shall notify the Fire District, and the Fire District shall immediately repair the structure(s) or item(s) and put the structure(s) or item(s) in a safe and satisfactory condition as determined by the City in its sole discretion. Failure of the Fire District to repair the dock(s), items(s) or other structure(s), and to put the same in a safe and reasonable condition within fifteen (15) days from the date of notice by the City of its unsafe or unreasonable condition, shall be cause for the City to terminate this Agreement, and to re-enter into possession of the Premises. Failure to repair or replace the structure(s) or items(s) shall also constitute a material breach of this Agreement. Nothing in this Section 9 shall be construed as creating a duty or obligation, of any kind, on, by, or for the City.
10. Maintenance: The Fire District shall, at all times, keep the Premises free of debris and in a neat, clean, safe, reasonable and orderly condition, and keep all structures and items located thereon in good and safe maintenance and repair. The Fire District agrees not to move, alter or remove any deck, item or structure(s) now existing or hereafter built on, within or at the Premises without the prior written consent of the City.
11. No Assignment Without Prior City Approval: The Fire District shall not assign or sublicense any portion of the Premises or this Agreement to any other person or party for

any purpose without the prior written consent of the City, which approval shall not be unreasonably withheld. Any attempt to so assign or sublicense the Premises to anyone other than the Fire District shall automatically render this Agreement null and void unless expressly approved by the City as provided for herein. This Section 11 shall not, however, prevent the renting out of a particular boat slip or dock space.

12. Emergency Use: The Fire District understands and agrees that a City department, police department, or other emergency responders may, in the event of an emergency, use the Premises for access to the water or to temporarily place trucks or suction equipment in order to pump water from the Kalamazoo River or Kalamazoo Lake or for other emergency uses for police, emergency or rescue purposes. The Fire District will cooperate fully and promptly with any City department, police agency, or other emergency responders if and when an emergency arises requiring their use of the Premises.
13. Passage of the Public: The Fire District may not interfere with the orderly passage of members of the public, along with their personal effects, on any boardwalk which parallels the water, in passage over the Premises to the Kalamazoo River or Kalamazoo Lake or in passage from or to the Premises from adjacent parcels of land; provided, however, that to the extent permitted by law, the Fire District's docking privileges contained herein shall be exclusive for the benefit of the Fire District during the term of this Agreement.
14. Default: Each of the covenants and requirements of this Agreement are deemed to be material to the satisfactory performance of this Agreement, and a breach or failure of the Fire District to perform in accordance with any of the covenants or requirements of this

Agreement shall give the City the right to declare a forfeiture of this Agreement, to terminate this Agreement, and to retake possession of the Premises. In case of the Fire District's default, or failure to perform any of the covenants contained herein, the City shall give written notice of such default to the Fire District, or the failure to perform any of the covenants and requirements contained herein, and the Fire District shall then have 14 business days from the date the notice is received via certified US Mail, or personally served, to cure the default or comply with any of the covenants not being complied with. If the Fire District fails to do so, the City shall have the right to re-enter and retake possession of the Premises and this Agreement shall there upon be immediately terminated. Notice provided for in this section shall be sufficient if mailed by certified US mail to the Fire District's address as stated above, or notice is personally served upon the Fire District or any of its officers.

15. Termination by the City. The City shall have the right to terminate this Agreement at any time upon thirty (30) days' prior written notice to the Fire District if the Fire District (or any authorized sublicensee) substantially or materially breaches this Agreement, violates any City ordinance or code or any federal or state law regarding the Premises or endangers the public health or safety with regard to the Premises.
16. Removal of any Boat or Personalty of the Fire District. If this Agreement is terminated for any reason (including pursuant to Sections 14 or 15 hereof), the Fire District must remove any boat, personalty, or other item owned by the Fire District (except for structures as provided in Section 5 hereof) from the Premises within ten (10) days. If that does not occur, the City may remove any such item and bill the costs for removal back to

the Fire District who will pay and reimburse the City for such amount within ten (10) days.

17. The Fire District Takes the Premises “As-Is.” The parties agree to and acknowledge all of the following:

(a) The Fire District takes the Premises “as-is” and in its current condition. The City makes no representations, warranties, or promises regarding the Premises or the ability of the Fire District to use the Premises.

(b) It is up to the Fire District to determine where the underwater/riparian boundary lines are and to ensure that no boat mooring space, boat, or other item of the Fire District is moored, kept, or installed beyond the bottomlands attributable to the Premises or over or onto the bottomlands of another property owner.

(c) The City makes no representations, promises, or warranties regarding whether or not permanent or overnight dock mooring, anchoring, or boat slips are allowed on, within or at the Premises pursuant to the common or statutory law, Michigan property rights, or otherwise.

18. No Claims or Causes of Action Regarding Adverse Possession, Prescriptive Easement, or Similar Theories.

(a) The Fire District acknowledges and agrees that any prior use by the Fire District (or the Fire District’s predecessors) of the Premises was done or occurred with permission, and that any future use of the Premises by the Fire District will also be deemed permissive. The Fire District agrees not to claim any right or assert any cause of action regarding adverse possession, prescriptive easement,

acquiescence, or similar legal theory against the City or with regard to the Premises.

- (b) The Fire District agrees that the use of any property adjoining the Premises (whether involving dry land or bottomlands of the Kalamazoo River or Kalamazoo Lake), whether intentional or inadvertent, by the Fire District or by the Fire District's predecessor or predecessors was done with permission, and the Fire District has not claimed (and will not claim hereafter) any adverse possession, prescriptive easement, acquiescence, or other similar right or cause of action (whether on dry land or the bottomlands of the Kalamazoo River or Kalamazoo Lake) as to any adjoining property regarding the Premises.

19. The Adjoining Boardwalk(s) Shall Remain Open During this Agreement. Any boardwalk, sidewalk, or similar walkway along the waterfront which is located outdoors and on property owned, leased, or controlled by the City near or adjacent to the Premises shall remain open for pedestrians who are members of the general public to walk on while this Agreement is in effect.
20. Property Taxes. Property taxes, if any, which pertain to any of the dock (or related dock items or structures) covered by this Agreement (including _____) shall be the sole responsibility of the Fire District, without any reimbursement or offset by or from the City.
21. Amendments: This Agreement contains all of the agreements and understandings of the parties hereto, and shall not be amended or changed in any way, unless any such amendment is done in writing and is signed by the both Fire District and the appropriate City officials on authority of the City Council of Saugatuck.

22. Prior Agreement: Effective on January 1, 2020, any and all prior licenses, agreements, leases, or other arrangements between the parties hereto covering the Premises are hereby canceled and are for all purposes null and void, and of no further force or effect, except for matters specified in this document as continuing.
23. Representations of Authority: The Fire District represents that it has full authority to enter into this Agreement and to make it binding.
24. Compliance with All Laws: The Fire District agrees that the Fire District (as well as the Fire District's contractors, subcontractors, employees and invitees) shall comply with any and all applicable ordinances, codes, laws, and regulations regarding the Premises and any use thereof. The Fire District shall not create or permit any nuisance to occur on the Premises.
25. Controlling Law: The laws of Michigan shall control any disputes arising out of the interpretation or operation of this Agreement. Venue is proper in Allegan County.
26. Duplicate: This document may be executed in duplicate but constitutes only one contract or agreement.
27. Authority: This Agreement is authorized by Public Act No. 33 of 1951, as amended; by Public Act No. 57 of 1951, as amended; and by Public Act No. 35 of 1951, as amended.

CITY OF SAUGATUCK (“City”)

Dated: _____, 2020

By: _____
Ken Trester, Mayor

And by: _____
Monica Nagel, Clerk

SAUGATUCK TOWNSHIP FIRE DISTRICT
(Fire District)

Dated: _____, 2020

By: _____
Greg Janik
Its Fire Chief

Exhibit A



Corey J. Hughes PS
"Riparian Bottomlands and Boundary Consulting"

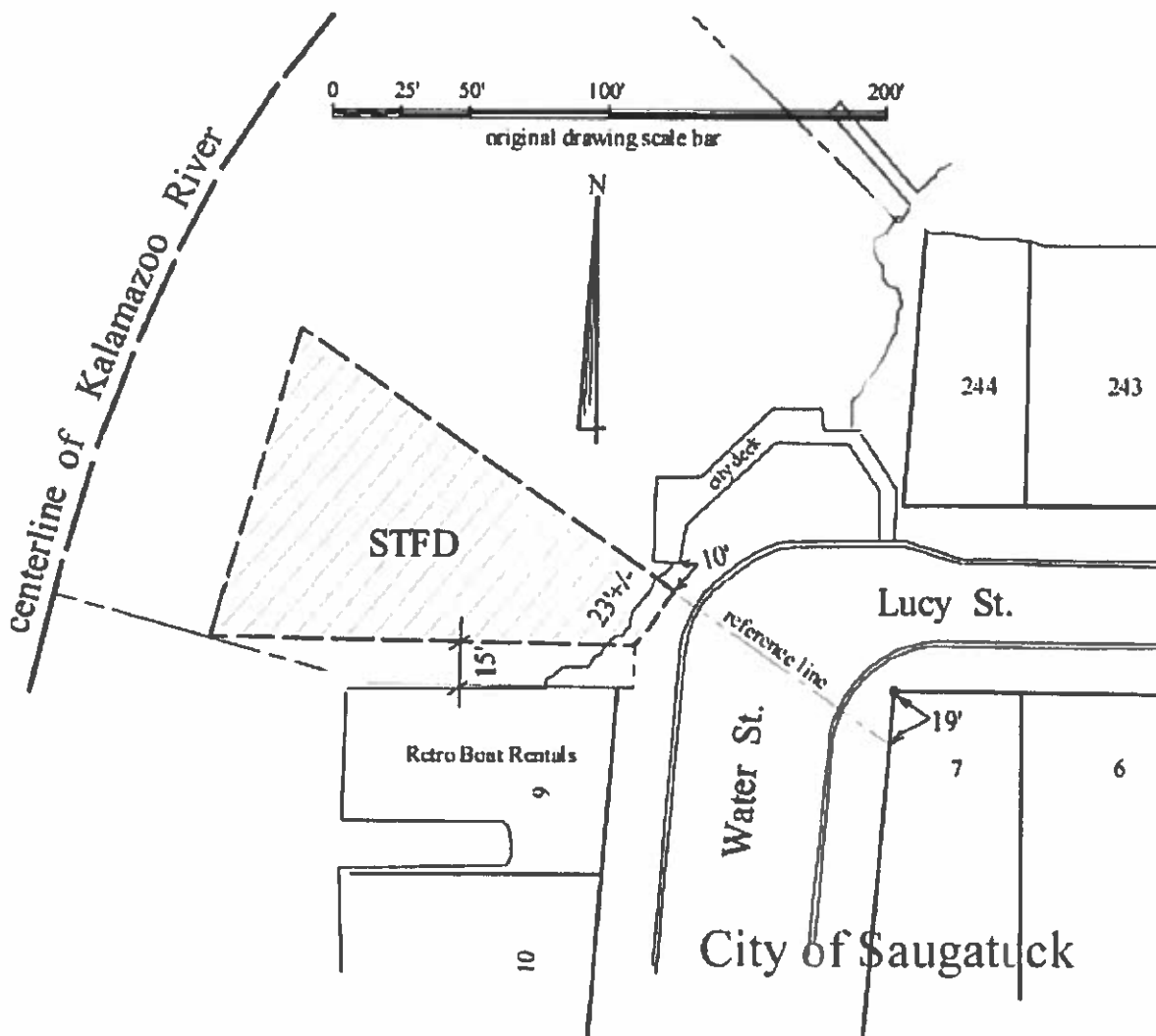
11 February 2020

CJH File No. 21 January 2020.1
Frontage at Water and Lucy St
Original Plat of Village of
Kalamazoo (Saugatuck)
Allegan County, Michigan

Client Representative:
Clifford Bloom
Bloom Sluggert, P.C.
15 Ionia Avenue, S.W.
Suite 640
Grand Rapids, MI 49503

Client:
City of Saugatuck
102 Butler Street
P.O. Box 86
Saugatuck, Michigan 49453

STFD
EXHIBIT 'A'



Corey J. Hughes PS (Michigan No. 20706)
"Riparian Bottomlands and Boundary Consulting"
9165 Stillwater Drive, West Olive, Michigan 49460
Phone : 231.649.4222, e-mail: ripariansurveyor@gmail.com / www.coreyhughes.com



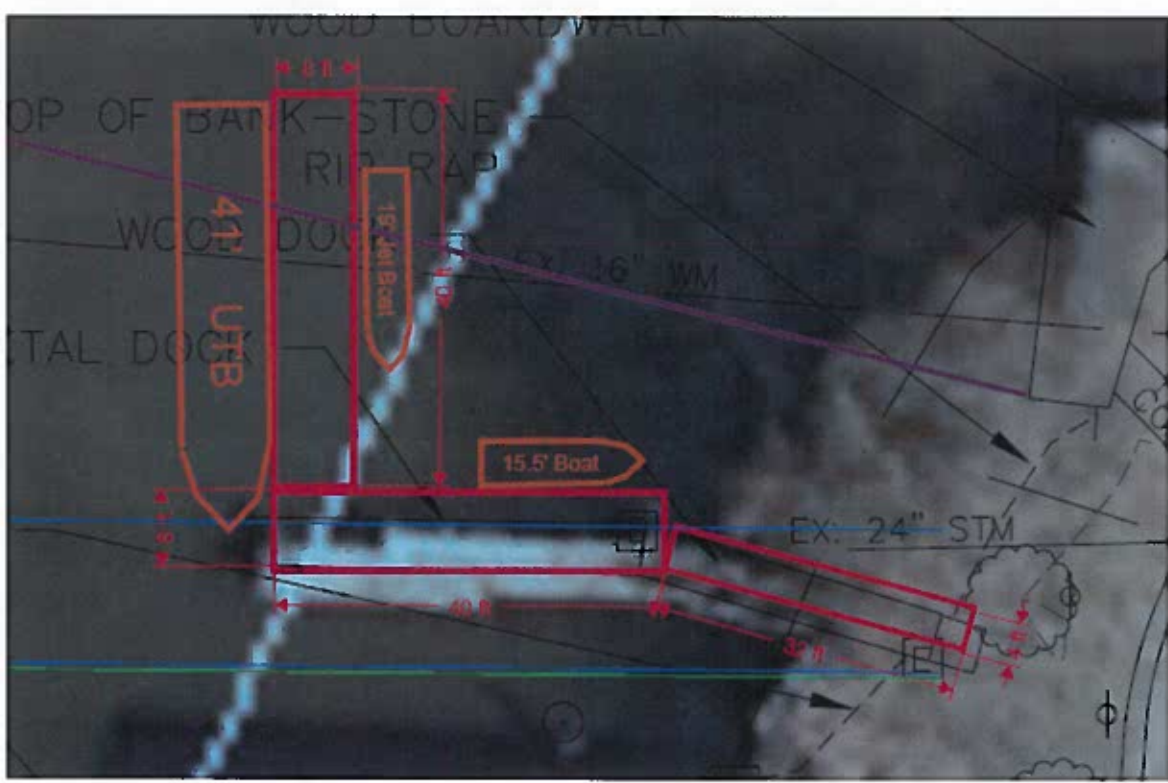
City Council Agenda Item Report

City of Saugatuck

FROM: Kirk Harrier, City Manager
MEETING DATE: February 24, 2020
SUBJECT: Saugatuck Township Fire District Dock Permit Submission Approval

DESCRIPTION

The Saugatuck Township Fire District (“STFD”) is seeking to construct a new dock at the Lucy Water Street end property for emergency rescue and firefighting activities. The existing dock is owned and maintained by the STFD and has reached the end of its useful life according to the STFD and a new configuration is requested. The STFD needs to apply for a permit through the Office of the Environment, Great Lakes and Energy (EGLE). However prior to the STFD submitting the permit for the new dock configuration, permission is required by the Saugatuck City Council as the land owner.



BUDGET ACTION REQUIRED
N/A

COMMITTEE/COMMISSION REVIEW

On December 23, 2019 The City Council appointed a 2020 Advisory Water/Lucy Street-End Committee (“Committee”) to work on issues with all stakeholders associated with the Water/Lucy Street-End and make recommendations to City Council. The Committee held two public meeting meetings and voted on January 16 to make final recommendation to City Council as follows:

“A motion was made by Peterson, 2nd by Bekken, to recommend sending to City Council for approval the fire dock configuration as presented and allow the Fire Department to submit application to EGLE. Upon voice vote the motion carried unanimously.”

Copies of the meeting minutes from both Committee meetings are attached to this report as Exhibit B.

LEGAL REVIEW

Municipal attorney, Jeff Sluggett, has reviewed and approved the sample motion language.

SAMPLE MOTION:

Motion to **approve/deny** the recommendation of the 2020 Advisory Water/Lucy Street-End Committee regarding the proposed Saugatuck Township Fire District’s dock configuration attached as Exhibit A and allow Saugatuck Township Fire District to submit a permit application to Office of the Environment, Great Lakes and Energy (EGLE); provided, however, that if EGLE issues a permit the Saugatuck Township Fire District shall return to the City Council for a final approval to ensure that all outstanding City ordinance and infrastructure requirements will be met.



SAUGATUCK TOWNSHIP FIRE DISTRICT

Proudly serving : Douglas | Saugatuck | Saugatuck Township

EXHIBIT A



3342 Blue Star Highway
Saugatuck, MI 49453
269 857-3000 / Fax: 269 857-1228
E-mail: office@saugatuckfire.org

January 2nd, 2020

2020 Advisory Water/Lucy Street-end Committee
c/o City of Saugatuck
102 Butler Street
Saugatuck, MI 49453

Dear Committee Members,

The Saugatuck Township Fire District is happy to offer a viable solution that would provide safer conditions for both the private business at 730 Water Street and Fire District public safety marine operations.

The Saugatuck Township Fire District has been collaborating with the City of Saugatuck for the past 43 years. We have been most fortunate to provide an enhanced level of safety to the residents and visitors by licensing the Lucy Street end for public safety marine operations 19 of those years. Prior to Lucy Street, the Fire District licensed the Griffith Street end for our shallow draft fire boat for approximately 5 years. As part of our Community Risk Reduction plan, the partnership and collaborative efforts with the City of Saugatuck have benefited all the Tri-Communities taxpayers, citizens, and visitors alike.

The Fire District wishes to provide a power point presentation at the January 9th, 2020 meeting with further details on our proposal to the 2020 Advisory Water/Lucy Street-end Committee.

Enclosed is a drawing that will allow both entities to remain in their respective locations that we feel mutually benefits all stakeholders. The Fire District is in urgent need of approval to move forward with the project, in order to get needed permits, materials ordered, and a dock installed before boating season of 2020 begins.

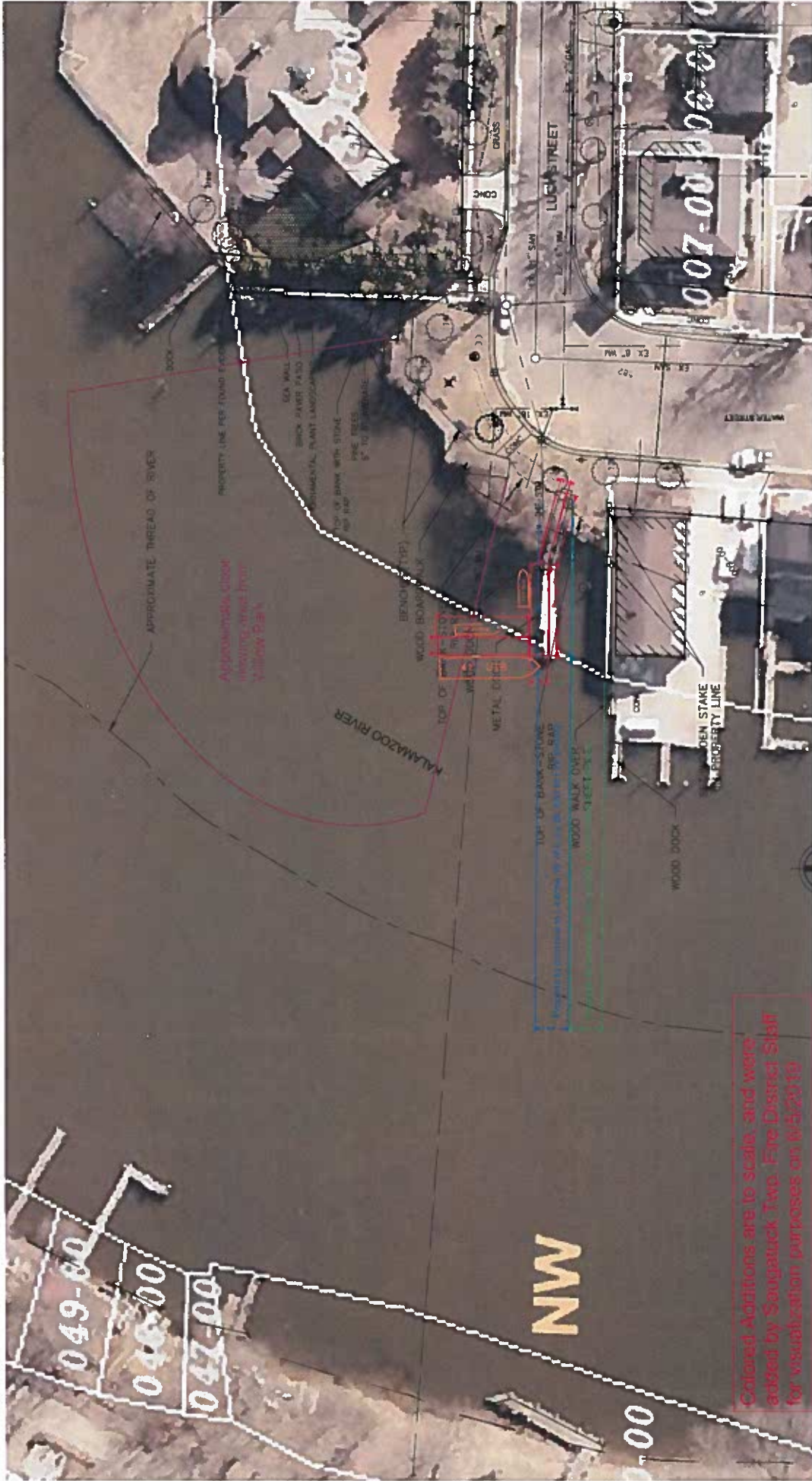
We look forward to continued discussions and collaborating with City of Saugatuck, our neighbors, and all stakeholders to maintain the high level of public safety service for the benefit of all our taxpayers and visitors.

Respectfully yours,

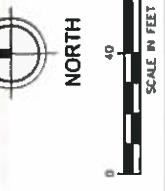
Greg Janik
Fire Chief / Fire Marshal

Chris Mantels
Deputy Chief / Fire Inspector

SKETCH OF SURVEY



Colored Additions are to scale, and were edited by Saugatuck Twp. Fire District Staff for visualization purposes on 6/5/2019



FEV PROJECT NO. 387
WATER & LUCY ST WATERFRONT
 SECTION 9, T3N, R13W
 ALLEGAN CO, MICHIGAN
CITY OF SAUGATUCK
 PARCEL NO./PARCEL ADDRESS

- LEGEND**
- FOUND IRON STAKE
 - SET IRON STAKE

4798 Campus Drive
 Kalamazoo, MI 49008
 P: 269.385.0011
 F: 269.382.6972

FLEISCHMANN & VANDENBRINK
 DESIGN, BUILD, OPERATE

**Minutes
Water/Lucy Street-End Advisory Committee
Saugatuck, Michigan, January 9, 2020**

The Water/Lucy Street-End Advisory Committee met at 10:00 a.m. at Saugatuck Township Fire District, 3342 Blue Star Highway, Saugatuck, Michigan.

1. **Call to Order** by Ken Trester at 10:00 a.m.
2. **Attendance:**
Present: Mayor Trester, KLSWA Rep Bekken, STFD Rep Verplank, Mayor Pro-Tem Peterson
Absent: None
Others Present: City Manager Harrier & City Clerk Nagel
3. **Elect Chairperson / Vice Chairperson:** A motion was made by Peterson, 2nd by Verplank, to nominate Ken Trester as Chairperson. Upon voice vote the motion carried unanimously.

A motion was made by Verplank, 2nd by Peterson, to nominate Mark Bekken as Vice Chairperson. Upon voice vote the motion carried unanimously.

4. **Approval of Minutes:** None

KLSWA Rep Bekken entered into session at 10:10 a.m.

5. **Public Comment:** Lauren Stanton-Sharar, Retro Boat Rental Co-Owner, expressed concerns regarding safety of the proposed "L" shape dock configuration as it is perpendicular with the flow of traffic causing customers to enter and exit the river in the flow of traffic. Inquired if new dock could be built north of Willow Park or at another city street-end. Requested next Advisory Committee meeting be held at Retro Boat Rentals for firsthand look as to business operation.

Marilyn Starring (*non-resident*) suggested Advisory Committee approve long term lease with fire department as this location is centrally located for a quicker response time.

6. **Order of Business:**
 - A. **Saugatuck Township Fire District Proposed Fire Dock Configuration Presentation:** Fire Chief Greg Janik presented a PowerPoint presentation proposing a floating dock "L" shape configuration that would provide safe conditions for both the Fire Department and Retro Boat Rentals.

Linus Starring (*non-resident*) keeping the "L" shaped dock as presented keeps the boats in the deeper water even when water levels fall.

Josh Harrington (*non-resident, property owner 730 Water St.*) suggested the "L" shaped dock be angled to replicate the flow of boat traffic.

Sean Steele (*non-resident*) as a long term plan, don't rush into a decision that may have consequences in the future.

After much discussion and input from audience, it was suggested the "L" shape floating dock be angled to become more parallel with boating traffic. The newly proposed conceptual design was agreed to by both the Saugatuck Township Fire District and Retro Boats.

Fire Department staff will contact engineers, dock manufacturer and Kalamazoo Lake Sewer and Water ~~tee~~ to confirm the new configuration will work.

B. 2020 Water/Lucy Street-End License Review: City Manager Harrier announced city street-end licenses are approved by City Council in January and if this committee is interested in splitting the street-end between the STFD and Retro Boat Rentals that language will need to be written into the Street-end License Agreement.

7. Public Comment: Marilyn Starring (*non-resident*) with regards to safety, all vessels should have a posted Lookout - Rules of the Waterways notice posted ~~on-board~~ onboard.

8. Adjournment: Chairperson Trester adjourned the meeting at 11:40 a.m.

Respectfully Submitted,

Monica Nagel, CMC
City Clerk

Minutes
Water/Lucy Street-End Advisory Committee
Saugatuck, Michigan, January 16, 2020

The Water/Lucy Street-End Advisory Committee met at 3:00 p.m. at Saugatuck City Hall, 102 Butler Street, Saugatuck, Michigan.

1. **Call to Order** by Ken Trester at 10:00 a.m.
2. **Attendance:**
Present: Mayor Trester, KLSWA Rep Bekken, STFD Rep Verplank, Mayor Pro-Tem Peterson
Absent: None
Others Present: City Clerk Nagel
3. **Approval of Minutes:**
A. January 9, 2020 Committee Meeting: A motion was made by Peterson, 2nd by Verplank, to approve the January 9, 2020 committee minutes as amended. Upon voice vote the motion carried unanimously.
4. **Public Comment:** None
5. **Communications:**
A. January 13, 2020 KSLWA E-mail: Daryl VanDyke, KLSWA Manager, with regards to the originally proposed fire dock "L" shaped configuration, sent a letter of communication to the committee with concerns regarding the 16" ductile iron watermain that runs across the bottom of the river. The watermain that was constructed in 1983 and inspected in 2014-15 showed exposed joints that were at or near their maximum deflection and concerned that vibrations of construction of pilings could cause a malfunction of the watermain and suggested a clearance of 20ft. from the watermain appropriate.
6. **Order of Business:**
A. Saugatuck Township Fire District Proposal Fire Dock Configuration: At the conclusion of the last committee meeting, both parties agreed to a conceptual design of angling the "L" shaped dock to be more parallel with boating traffic.

Saugatuck Township Fire District Staff reviewed the location and performed depth sounding and determined angling the dock to the north would not be optimal as the angled dock would be placed in shallow water and only a 13ft. watermain clearance. With the originally proposed dock configuration there is an 18ft. clearance where optimally Kalamazoo Lake Sewer Water Manager would like a 20ft. watermain clearance.

John Sharar, Retro Boat Rentals, proposed moving the fire dock to Willow Park and by doing so would alleviate pinch point safety concerns, provide necessary watermain clearance, provides an additional 25ft. of natural park the public gains back by removing dock railings.

B. Section 324.30106(a) of the Natural Resources and Environmental Protection Act:
Discussion item only, no action taken.

7. **Public Comment:** Sean Steele (*non-resident*) suggested the Lucy/Water Street-end license be split 50/50 between the STFD and Retro Boat Rentals, no matter where the dock is placed the same percentage of view shed is lost.

Marilyn Starring (*non-resident*) questioned if watermain is in disrepair what is KLSWA's stance on repairing.

Linus Starring (*non-resident*) with regards to Mr. Sharar's proposal, that area is very shallow when water levels drop.

Josh Harrington (*property owner 730 Water Street*) with regards to Mr. Sharar's proposal, when water levels drop to swing the "L" 90 degrees into the deeper water.

John Sharar (*resident*) stated that if the committee goes with the fire departments suggestion that will cause continuous issues throughout the summer and that it will be a decision the committee will regret.

A motion was made by Verplank, 2nd by Peterson, to recommend sending to City Council for approval of a 15ft. Street-end License Agreement for 730 Water Street. Upon voice vote the motion carried unanimously.

A motion was made by Peterson, 2nd by Bekken, to recommend sending to City Council for approval the fire dock configuration as presented and allow the Fire Department to submit application to EGLE. Upon voice vote the motion carried unanimously.

8. Adjournment: Chairperson Trester adjourned the meeting at 4:13 p.m.

Respectfully Submitted,

Monica Nagel, CMC
City Clerk



City Council Agenda Item Report

City of Saugatuck

FROM: Kirk Harrier, City Manager
MEETING DATE: February 24, 2020
SUBJECT: Street End-Structure Dockage License

DESCRIPTION

Attached is a proposed 2020 Street End-Structure Dockage License (“License”) for a 15’ portion of the Lucy Street end. The licensee may use the premises identified in the License and waters of the Kalamazoo River and Kalamazoo Lake comprising the premises for the purpose of boat docking. The license rate of \$67.92 per front foot is the same as the other 2020 licenses recently approved by Council. However this License differs slightly from other licenses due to the proximity next to Saugatuck Township Fired District operations and past riparian concerns. Therefor the language is slightly modified from the standard Street End-Structure Dockage License and also includes a map to provide clarification for all parties.

BUDGET ACTION REQUIRED

N/A

COMMITTEE/COMMISSION REVIEW

N/A

LEGAL REVIEW

Municipal attorney Cliff Bloom has drafted the attached agreement and approves as to form and content.

SAMPLE MOTION:

Motion to **approve/deny** the 2020 Street End-Structure Dockage License (09805-004-00102506.2) between the City of Saugatuck and Todo, LLC with a front foot rate of \$67.92 and subject to payment made to the City for expenses incurred by the City in the preparation of the License.

2020 STREET END/STRUCTURE-DOCKAGE LICENSE

THIS LICENSE AGREEMENT (“License”) is made on this ___ day of _____, 2020, by and between the CITY OF SAUGATUCK, a municipal corporation, located in Allegan County, Michigan (the “City”) and Todo, LLC, a Michigan limited liability company, whose address is 730 Water Street (“Licensee”).

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

1. Description of the Licensed Premises: The City grants a license to Licensee as to the area shown on the map as attached hereto as Exhibit A (“Premises”). The Premises includes the water frontage as shown on the attached map and fifteen (15) feet landward of the shoreline or bulkhead line, as well as the bottomlands attributable to the Premises.
2. Purpose of License: Licensee may use the Premises and waters of the Kalamazoo River and Kalamazoo Lake comprising the Premises for the purpose of boat docking, but for no other purpose (or purposes) unless specifically approved beforehand in writing by the City Council of the City. Licensee may utilize such specific boat slip(s)/mooring(s) as are agreed to by the City.
3. Term: The term of this License shall be for one (1) year and shall commence on January 1, 2020 and shall terminate on December 31, 2020. This License can be canceled pursuant to Sections 14 and/or 15 of this Lease.
4. License Charge: In consideration for this License, the Licensee shall pay to the City the sum of \$1,018.80 for the one-year term, payable in full to the City in advance. Holdover charges shall be \$_____ per month (due on the first day of each month).

5. Control of Structures: The Licensee may, at the end of the term of this License, remove any of the following structures and equipment belonging to Licensee presently located on the Premises, or which may be constructed during the term of this License and located on the Premises, or in or over the waters of the Kalamazoo River and Kalamazoo Lake within the Premises: docks, power pedestals, finger piers, dock boxes, and lighting fixtures. Licensee shall leave any areas from which any such item has been removed in a good and reasonable condition. In the event the Licensee elects not to remove the aforesaid structures or equipment as permitted in the preceding sentence, then ownership of the same shall be with the City, which may dispose of such structures or equipment as it, in its sole discretion, deems fit and without any payment to Licensee. Licensee shall not remove the aforesaid structures or equipment during the term of this License.
6. New Construction, Alterations or Major Repair: Licensee may not undertake any new construction, alterations, or major repair work (i.e. over \$2,500) of any kind or description on, within or to the Premises (or any structures thereon), or in the waters of the Kalamazoo River or Kalamazoo Lake within the Premises, without the prior written permission of the City. Licensee further agrees that it will, prior to commencement of any construction, alteration, or repair, obtain any necessary permits required under the City Waterfront Construction Ordinance, Zoning Ordinance, or other applicable ordinance, as well as any required Michigan Department of Environment, Great Lakes and Energy or Army Corps of Engineer permits or approvals. If any construction, alterations or major repair work that will be done by Licensee shall in any way impact or affect any City property or utility or any seawall, retaining wall, boardwalk or similar structure or item, the Licensee shall not commence any such construction, alteration or major repair unless and

until the Licensee consults with the City (and obtains City approval) and the parties negotiate about whether the City will contribute any monies for any such alteration or modification of or to any such City property, utility, seawall, retention wall, boardwalk or similar item or structure.

7. Liability Insurance: Licensee will obtain and maintain public liability insurance with limits of not less than \$ 1,000,000.00 for each person and \$ 1,000,000.00 for each occurrence of bodily injury and \$ 1,000,000.00 for each property damage occurrence arising out of the use of the Premises. The City of Saugatuck shall be added to that policy of insurance as a named insured, and Licensee shall file a certificate of insurance or other written proof of such insurance coverage (acceptable to the City) with the City Clerk not later than the date of the signing of the License at its inception. Such insurance shall not be canceled or cancelable during the term of this License (or beyond the term of the License or after the termination of this License so long as any dock or boat, structure, or item belonging to Licensee is present on or at the Premises).
8. Indemnification and Hold Harmless Provision: Licensee shall indemnify, reimburse, and hold harmless the City (as well as any official, employee, officer, agent, or contractor of the City) for, from, and against any and all liabilities, damages, causes of action, attorney fees, and costs for injuries, death, or damages to any person or destruction of or damage to any property arising out of or related to Licensee's (including for purposes of this Section 8, Licensee's contractors, subcontractors, customers, guests, invitees, tenants, assignees or sublicensees) use or presence within, on or at the Premises, or structures of, within or at the Premises, including any use of a boat/watercraft or any dock or pier in the

water abutting the Premises or the shore thereof. The provisions of this Section 8 shall survive any termination of this License.

9. City Inspections: The City may, but is not obligated to, inspect any boardwalk, dock, or other structure or item located on, within or at the Premises at the commencement of the License (or at any time); and if any such item is not in a safe or reasonable and reasonable condition, in the City's sole discretion, the City shall notify the Licensee, and Licensee shall immediately repair the structure(s) or item(s) and put the structure(s) or item(s) in a safe and satisfactory condition as determined by the City in its sole discretion. Failure of Licensee to repair the dock(s), items(s) or other structure(s), and to put the same in a safe and reasonable condition within fifteen (15) days from the date of notice by the City of its unsafe or unreasonable condition, shall be cause for the City to terminate this License, and to re-enter into possession of the Premises. Failure to repair or replace the structure(s) or items(s) shall also constitute a material breach of this License. Nothing in this Section 9 shall be construed as creating a duty or obligation, of any kind, on, by, or for the City.
10. Maintenance: Licensee shall, at all times, keep the Premises free of debris and in a neat, clean, safe, reasonable and orderly condition, and keep all structures and items located thereon in good and safe maintenance and repair. Licensee agrees not to move, alter or remove any deck, item or structure(s) now existing or hereafter built on, within or at the Premises without the prior written consent of the City.
11. No Assignment Without Prior City Approval: Licensee shall not assign or sublicense any portion of the Premises or this License to any other person or party for any purpose without the prior written consent of the City, which approval shall not be unreasonably

withheld. Any attempt to so assign or sublicense the Premises to anyone other than Licensee shall automatically render this License null and void unless expressly approved by the City as provided for herein. This Section 11 shall not, however, prevent the renting out of a particular boat slip or dock space.

12. Fire Department and Emergency Use: Licensee understands and agrees that a public fire department, City department, police department, or emergency responders may, in the event of an emergency, use the Premises for access to the water or to temporarily place trucks or suction equipment in order to pump water from the Kalamazoo River or Kalamazoo Lake or for other emergency uses for firefighting, emergency or rescue purposes. Further, the City may permanently install suction stand pipes to facilitate access to water in the event of an emergency. Licensee will cooperate fully and promptly with any fire department, City department, police agency, or emergency responders if and when an emergency arises requiring their use of the Premises.
13. Passage of the Public: Licensee may not interfere with the orderly passage of members of the public, along with their personal effects, on any boardwalk which parallels the water, in passage over the Premises to the Kalamazoo River or Kalamazoo Lake or in passage from or to the Premises from adjacent parcels of land; provided, however, that to the extent permitted by law, Licensee's docking privileges contained herein shall be exclusive for the benefit of Licensee during the term of this License.
14. Default: Each of the covenants and requirements of this License are deemed to be material to the satisfactory performance of this License, and a breach or failure of Licensee to perform in accordance with any of the covenants or requirements of this License shall give the City the right to declare a forfeiture of this License, to terminate

this License, and to retake possession of the Premises. In case of Licensee's default, or failure to perform any of the covenants contained herein, the City shall give written notice of such default to Licensee, or the failure to perform any of the covenants and requirements contained herein, and Licensee shall then have 14 business days from the date the notice is received via certified US Mail, or personally served, to cure the default or comply with any of the covenants not being complied with. If Licensee fails to do so, the City shall have the right to re-enter and retake possession of the Premises and this License shall there upon be immediately terminated. Notice provided for in this section shall be sufficient if mailed by certified US mail to Licensee's address as stated above, or notice is personally served upon Licensee or any of its officers.

15. Termination by the City. The City shall have the right to terminate this License at any time upon thirty (30) days' prior written notice to Licensee if Licensee (or any authorized sublicensee) substantially or materially breaches this License, violates any City ordinance or code or any federal or state law regarding the Premises or endangers the public health or safety with regard to the Premises.
16. Removal of any Boat or Personalty of Licensee. If this License is terminated for any reason (including pursuant to Sections 14 or 15 hereof), Licensee must remove any boat, personalty, or other item owned by Licensee (except for structures as provided in Section 5 hereof) from the Premises within ten (10) days. If that does not occur, the City may remove any such item and bill the costs for removal back to Licensee who will pay and reimburse the City for such amount within ten (10) days.
17. Licensee Takes the Premises "As-Is." The parties agree to and acknowledge all of the following:

- (a) Licensee takes the Premises “as-is” and in its current condition. The City makes no representations, warranties, or promises regarding the Premises or the ability of Licensee to use the Premises.
- (b) It is up to Licensee to determine where the underwater/riparian boundary lines are and to ensure that no boat mooring space, boat, or other item of Licensee is moored, kept, or installed beyond the bottomlands attributable to the Premises or over or onto the bottomlands of another property owner.
- (c) The City makes no representations, promises, or warranties regarding whether or not permanent or overnight dock mooring, anchoring, or boat slips are allowed on, within or at the Premises pursuant to the common or statutory law, Michigan property rights, or otherwise.

18. No Claims or Causes of Action Regarding Adverse Possession, Prescriptive Easement, or Similar Theories; Boundary Line Dispute.

- (a) Licensee acknowledges and agrees that any prior use by Licensee (or Licensee’s predecessors) of the Premises was done or occurred with permission, and that any future use of the Premises by Licensee will also be deemed permissive. Licensee agrees not to claim any right or assert any cause of action regarding adverse possession, prescriptive easement, acquiescence, or similar legal theory against the City or with regard to the Premises.
- (b) Licensee agrees that the use of any property adjoining the Premises (whether involving dry land or bottomlands of the Kalamazoo River or Kalamazoo Lake), whether intentional or inadvertent, by Licensee or by Licensee’s predecessor or predecessors was done with permission, and Licensee has not claimed (and will

not claim hereafter) any adverse possession, prescriptive easement, acquiescence, or other similar right or cause of action (whether on dry land or the bottomlands of the Kalamazoo River or Kalamazoo Lake) as to any adjoining property regarding the Premises.

- (c) Notwithstanding the other provisions of this Section 18, Licensee and the City disagree regarding where the riparian boundary line is located (both on dry land and on the bottomlands of the Kalamazoo River) between the City property to the north/northeast (which is the extension of Lucy Street and Water Street) and the parcel owned by Licensee to the south/southwest. Pursuant to this License, the parties do not intend to resolve that dispute or to definitively establish the exact location of the common riparian boundary line. Accordingly, this document is without prejudice to either party's respective rights and positions regarding the actual location of the common riparian boundary line.

19. The Adjoining Boardwalk(s) Shall Remain Open During this License. Any boardwalk, sidewalk, or similar walkway along the waterfront which is located outdoors and on property owned, leased, or controlled by the Licensee near or adjacent to the Premises shall remain open for pedestrians who are members of the general public to walk on while this License is in effect.
20. Property Taxes. Property taxes, if any, which pertain to any of the docks (or related dock items or structures) covered by this License (including _____) shall be the sole responsibility of the Licensee, without any reimbursement or offset by or from the City. Any payment due hereunder may be paid by a City-approved sublicensee of the Licensee.

21. Amendments: This License contains all of the agreements and understandings of the parties hereto (except as otherwise expressly provided herein), and shall not be amended or changed in any way, unless any such amendment is done in writing and is signed by the both Licensee and the appropriate City officials on authority of the City Council of Saugatuck.
22. Prior License: Effective on January 1, 2020, any and all prior licenses, leases, or other arrangements between the parties hereto covering the Premises are hereby canceled and are for all purposes null and void, and of no further force or effect, except for matters specified in this document as continuing.
23. Representations of Authority: Licensee represents that it has full authority to enter into this License and to make it binding.
24. Compliance with All Laws: Licensee agrees that Licensee (as well as Licensee's family, contractors, subcontractors, employees, customers and invitees) shall comply with any and all applicable ordinances, codes, laws, and regulations regarding the Premises and any use thereof. Licensee shall not create or permit any nuisance to occur on the Premises.
25. Controlling Law: The laws of Michigan shall control any disputes arising out of the interpretation or operation of this Agreement. Venue is proper in Allegan County.
26. Duplicate: This document may be executed in duplicate but constitutes only one contract or agreement.

CITY OF SAUGATUCK (“City”)

Dated: _____, 2020

By _____
Mayor

Dated: _____, 2020

And by _____
Monica Nagel, Clerk

TODO, LLC, a Michigan limited liability
company (“Licensee”)

Dated: _____, 2020

By _____
_____, Licensee

Dated: _____, 2020

By _____
_____, Licensee

Exhibit A



Corey J. Hughes PS
"Riparian Bottomlands and Boundary Consulting"

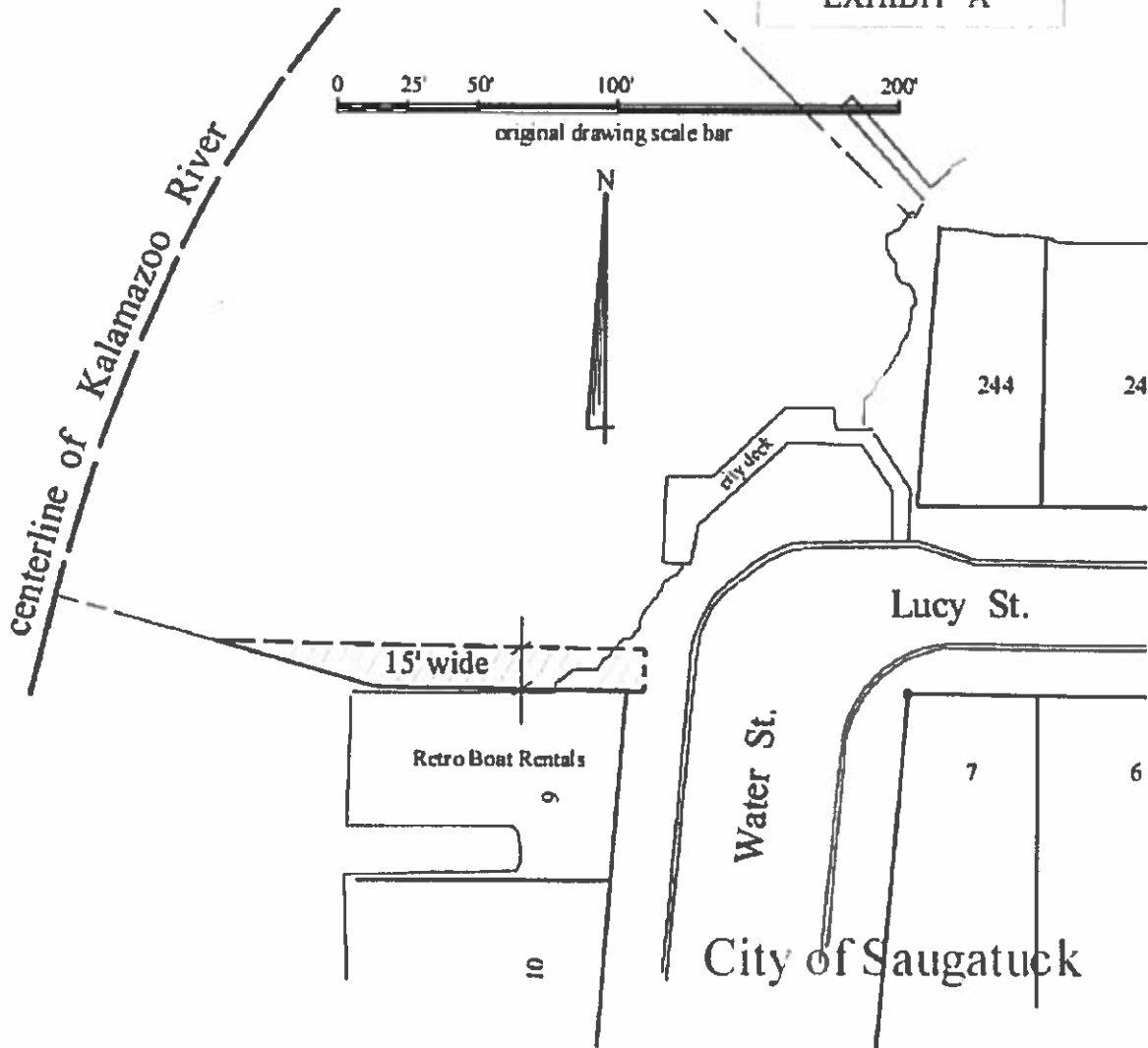
11 February 2020

CJH File No. 21January2020.1
Frontage at Water and Lucy St
Original Plat of Village of
Kalamazoo (Saugatuck)
Allegan County, Michigan

Client Representative:
Clifford Bloom
Bloom Sluggert, P.C.
15 Ionia Avenue, S.W.
Suite 640
Grand Rapids, MI 49503

Client:
City of Saugatuck
102 Butler Street
P.O. Box 86
Saugatuck, Michigan 49453

Retro Boat Rentals
EXHIBIT 'A'



Corey J. Hughes PS (Michigan No. 20706)
"Riparian Bottomlands and Boundary Consulting"
9165 Stillwater Drive, West Olive, Michigan 49460
Phone : 231.649.4222, e-mail: ripariansurveyor@gmail.com / www.coreyhughes.com



City Council Agenda Item Report

City of Saugatuck

FROM: Kirk Harrier, City Manager
MEETING DATE: February 24, 2020
SUBJECT: Professional Services (Wicks Park Planning Proposal)

DESCRIPTION

The estate of Dave Balas and Jim Sellman recently made a \$100,000 donation to the City for the purpose of “Enhancement of Outdoor Performing Art” consistent with the City’s adopted 5 year Parks and Recreation Master Plan. The attached proposal involves a comprehensive planning process to help identify and discuss location, orientation and configuration of any potential performance space as it relates to Wicks Park.

BUDGET ACTION REQUIRED

N/A

COMMITTEE/COMMISSION REVIEW

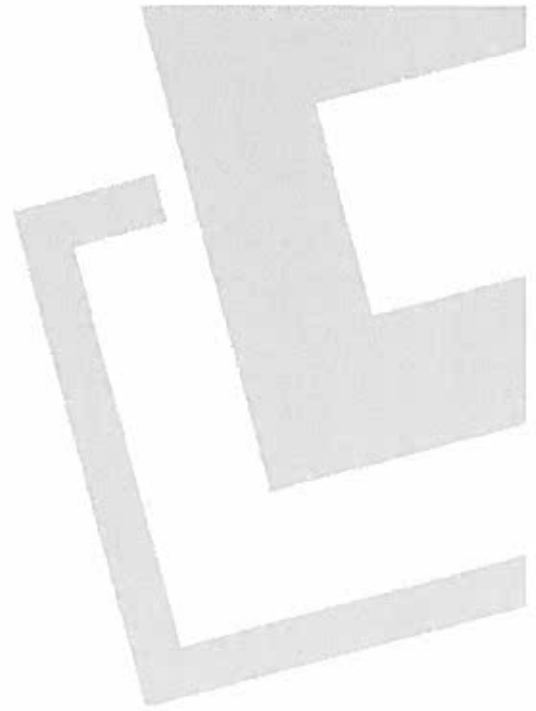
N/A

LEGAL REVIEW

N/A

SAMPLE MOTION:

Motion to **approve/deny** the professional services agreement for Wicks Park Planning services dated February 21, 2020 from Fleis and Vandenbrink in an amount not to exceed \$4,800.



February 21, 2020

Kirk Harrier, City Manager
City of Saugatuck
102 Butler Street
Saugatuck, MI 49453

RE: Wicks Park Planning

Dear Kirk:

We understand that the City received a private donation for the development of a public performance space (potentially a band shell) in Wicks Park. Before moving ahead with that improvement, a comprehensive planning process for the park is desired to help identify the proper location, orientation and configuration of the performance space. We propose the following scope of services to assist you:

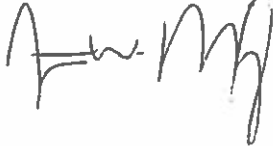
- Visit the site with City staff to review the current condition and layout of existing site amenities. Discuss prior maintenance activities and functional aspects of the various spaces. Obtain photographs and measurements as required.
- Meet with the City to review the preliminary conceptual plans that were developed for the park and ADA access for the pavilion as part of the 2015 recreation plan update and capital improvements plan. Gather input from City council on its vision for the performance space, pavilion, restroom and other aspects of the park.
- Based on direction from staff and council, prepare several alternatives for development of the park that include the new performance space and other desired amenities. Alternatives will include a conceptual plan similar to what was prepared in 2015 and a budgetary cost estimate for the alternative.
- Attend a public meeting to present and discuss the alternatives developed.
- Based on direction from council on specific amenities and layout, finalize the conceptual plan and cost estimate for the project.

We are available to begin this work upon authorization and anticipate that it can be completed within 60-90 days, depending on meeting schedules and the City's desired schedule. We can prepare a scope of work and engineering budget for design activities once the project scope has been finalized.

We propose to complete the scope of services identified above for a lump sum fee of \$4,800. Authorization to proceed with the work under our existing Professional Services Agreement for general consultation dated November 13, 2018 can be given by returning a copy of this proposal signed below as indicated. We look forward to working with you on this project. Please feel free to contact us with any questions.

Sincerely,

FLEIS & VANDENBRINK



Jonathan W. Moxey, P. E.
Project Manager



Paul R. Galdes, P.E.
President

**AUTHORIZATION TO PROCEED WITH
WICKS PARK PLANNING**

By: _____

Title: _____

Date: _____



City Council Agenda Item Report

City of Saugatuck

FROM: Kirk Harrier, City Manager
MEETING DATE: February 24, 2020
SUBJECT: Special Event Application (Adventure Climb Up Mt. Baldhead)

DESCRIPTION

Special event request from the Saugatuck Center for the Arts to hold a 2020 Adventure Climb Up Mt. Baldhead event in the City of Saugatuck.

BUDGET ACTION REQUIRED

N/A

COMMITTEE/COMMISSION REVIEW

N/A

LEGAL REVIEW

N/A

SAMPLE MOTION:

Motion to **approve/deny** special event application to hold a 2020 Adventure Climb Up Mt. Baldhead event in the City of Saugatuck on March 28th 2020 contingent on the city receiving the signed letter of understanding from the Saugatuck Center for the Arts.



2020 Saugatuck Center for the Arts Adventure Climb Up Mt. Baldhead
Letter of Understanding

February 24, 2020

Saugatuck Center for the Arts
400 Culver St.
Saugatuck, MI 49453

Re: Letter of Understanding

Dear Ms. Ihle:

This Letter of Understanding (“Letter”) is intended to memorialize the City of Saugatuck’s understanding with respect to the **Saugatuck Center for the Arts** (“Applicant”) proposal to hold, operate and conduct an **Adventure Climb Up Mt. Baldhead** event within the City on **March 28, 2020** (“Event”).

The Special Event Application and associated materials dated February 20, 2020 (collectively, the “Application”) to the City which has been reviewed by the City Council. After due consideration, the City Council has approved that Application subject to Applicant’s willingness to sign this Letter. This Letter shall be construed to incorporate and include the Application as well as the materials attached thereto. In the event of a conflict between the terms of this Letter and the Application, the terms of this Letter shall control.

In granting approval for the event, the City is consenting to the use of **Mt. Baldhead Park**. In addition, the City agrees that, subject to compliance with this Letter, the City shall provide the following at its cost for the Event:

- Use of City owned electrical outlets/services in event location. City does not supply electrical extension cords. **It is the responsibility of the applicant to ensure that there is adequate electrical capacity to hold the event and to obtain additional electrical supply if needed.*

- Four (4) trash receptacles at event site.

In exchange for the City's approval and commitments as set forth above, Applicant agrees to the following:

- Attend a pre-event planning meeting if requested by City.
- Compliance with all adopted local, county and state codes, regulations, and laws including applying for and obtaining any required state or county alcohol/food service permits.
- Provide adequate event personnel for the safety and well-being of attendees. **The City will make available the City's dedicated Sheriff Deputy on the day of the Event to assist personnel supplied by the Applicant. If additional law enforcement personnel are required for the Event, the City may charge the Applicant for the actual costs. The City does not supply other personnel for the Event.*
- It is the responsibility of the Applicant to furnish and ensure there are a sufficient number of portable toilets for the Event and they are serviced during the event. **The City maintains a list of local portable toilet vendors. It is the responsibility of Applicant to arrange for all portable toilet facilities.*
- No later than five (5) business days prior to the Event, Applicant shall provide to the City Clerk a valid certificate of insurance for the Event with a minimum of \$1,000,000 per occurrence. Without limiting the foregoing, the certificate must identify the City as additional insured. All special events that involve the approved sale and consumption of alcoholic beverage must provide a liquor liability endorsement coverage limit of no less than \$1,000,000 for each occurrence. Failure to produce a valid Certificate of Insurance will result in cancellation of the Event.
- Return the area(s) to a condition similar to that prior to use immediately after Event. Applicant may be charged a cleanup fee if property is left in an unreasonable disorderly condition. Any damage to underground utilities or irrigation system will be responsibility of Applicant.
- The City of Saugatuck may cancel or postpone Event for any condition affecting the public health or safety of the city or any condition that would place parks, facilities or other property at risk of damage or destruction if the Event were permitted to take place.

Assuming the above accurately reflects the Applicant's understanding and agreement please have an authorized official(s) sign and date where indicated below and return one original copy of this Letter to the City.

Sincerely,

CITY OF SAUGATUCK

Date: _____, 2020

By: _____
Ken Trester, Mayor

CITY OF SAUGATUCK

Date: _____, 2020

By: _____
Monica Nagel, City Clerk

Saugatuck Center for the Arts

Date: _____, 2020

By: _____
Its: _____

By: _____
Its: _____



Council Action

____ Approved

____ Denied

____ Date

102 Butler Street • P.O. Box 86 • Saugatuck, MI 49453
Phone: 269-857-2603 • Website: www.saugatuckcity.com

SPECIAL EVENT APPLICATION

Must be filled out in its entirety & returned to the City Clerk's Office 30 days prior to scheduled event

SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: Saugatuck Center for the Arts TELEPHONE: 269-857-2399
MAILING ADDRESS: 400 Culver St., Saugatuck, MI 49453
CONTACT NAME: Kristin Armstrong TELEPHONE: 269-857-2399
E-MAIL ADDRESS: kristin@sc4a.org CELL PHONE: _____

CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: Mary Ihle TELEPHONE: 269-857-2399
E-MAIL ADDRESS: mary@sc4a.org CELL PHONE: 815-685-8373

EVENT INFORMATION

NAME OF EVENT: Adventure Climb up Mt. Baldhead DATE(S) OF EVENT: 3/28/2020
PURPOSE OF EVENT: Community Engagement RAIN DATE: n/a

- Non-Profit For-Profit City Operated/Sponsored Co-Sponsored
 Marathon/Race Festival/Fair Video/Film Production Other _____

EVENT LOCATION: Mt. Baldhead Park EVENT HOURS: 11:30 am - 1:30 pm

ESTIMATED NUMBER OF ATTENDEES: 100

ESTIMATED NUMBER OF VOLUNTEERS: 10

ESTIMATE DATE / TIME FOR SET-UP: 3/28/20 10:30 A.M. P.M.

ESTIMATE DATE / TIME FOR CLEAN-UP: 3/28/20 2:00 A.M. P.M.

EVENT DETAILS

WILL MUSIC BE PROVIDED DURING THIS EVENT: Yes No

TYPE OF MUSIC PROPOSED: Live Amplification Recorded Loudspeakers

PROPOSED TIME MUSIC WILL BEGIN: 11:15 am END: 1:30 pm

FOOD VENDORS/CONCESSIONS: (Contact Allegan County Health Department) Yes No
 Provide Copy of Health Department Food Service License

WILL ALCOHOL BE SERVED AT THIS EVENT: Yes No
 Provide Copy of Liquor Liability Insurance (listing the City as additionally insured)
 Provide Copy of Michigan Liquor Control License

If yes, describe measures to be taken to prohibit the sale of alcohol to minors: _____

WILL FIREWORKS BE APART OF EVENT: Yes No
 Provide Copy of Liability Insurance (listing the City as additionally insured)
 Provide Copy of Fireworks Permit

EVENT SIGNAGE: City Council approval is required for any temporary signing in the public right-of-way, across a street or on City property. Which of the following signs are requested for this event:

"YARD" SIGNS - Number requested: ___ (Maximum size is 2' x 2'. Cannot be displayed no more than 15 days prior to first day of event and must be removed 24 hours after end of event.)

BANNER UNDER SAUGATUCK PALETTE SIGN - (Size cannot be greater than 14' x 4'). Cannot be displayed more than 15 days prior to first day of event and must be removed 24 hours after end of event.)

SIGNAGE AT EVENT SITE - Location(s): please see attached map

Description of signs: sandwich board sign (25" x 45")

(Signs at event site cannot be displayed prior to day of the event and must be removed at the end of the event.)

TENTS/CANOPIES/MISC: The City of Saugatuck does not have tents, stage, tables or chairs available for rental. There are a number of businesses listed in the yellow pages under "Rental Service Stores" that specialize in the rental of event supplies. Will the following be constructed or located in the event area:

BOOTHS – QUANTITY n/a TENTS – QUANTITY n/a

AWNINGS – QUANTITY n/a TABLES – QUANTITY 3

PORTABLE TOILETS – QUANTITY 2

VENDOR PARKING: Have you made arrangement for vendor parking? Yes No

If yes, where do you propose your vendors park? Oval Beach

Will the Interurban be utilized? Yes No Time(s) 11:30 am - 1:30 pm

DEPARTMENT OF PUBLIC WORKS

APPROVED

DENIED

Authorized Personnel Signature

Will this event require the use of any of the following municipal equipment: Yes No

TRASH RECEPTACLES – QUANTITY 2

BARRICADES – QUANTITY _____

TRAFFIC CONES – QUANTITY _____

PARKING SIGNS – QUANTITY _____

FENCING WATER ELECTRIC

RESTROOM CLEANING

OTHER _____

POLICE DEPARTMENT

APPROVED

DENIED

Authorized Personnel Signature

ADDITIONAL OFFICERS REQUIRED? Yes No

If yes please describe & include times _____

Other (describe): _____

SAUGATUCK TOWNSHIP FIRE DISTRICT

APPROVED

DENIED

Authorized Personnel Signature

STREET CLOSURES: Yes No (use attached map to outline proposed closures)

Street closure date/time: _____ A.M. P.M.

Street re-open date/time: _____ A.M. P.M.

SIDEWALK CLOSURES: Yes No (use attached map to outline proposed closures)

Describe Sidewalk Use: _____

Sidewalk closure date/time: _____ A.M. P.M.

Sidewalk re-open date/time: _____ A.M. P.M.

PARKING LOT CLOSURES: Yes No (use attached map to outline proposed closures)

Parking Lot Location: _____

Sidewalk closure date/time: _____ A.M. P.M.

Sidewalk re-open date/time: _____ A.M. P.M.

What parking arrangements are proposed to accommodate potential attendance: _____

APPLICATION CHECK LIST

- Completed Application
- Event Map (includes detailed event layout for vendors, booths, porta potties, etc.)
- Road/Sidewalk/Parking Lot Closure Map
- Certificate of Insurance (listing the City of Saugatuck as additionally insured)
- Fireworks Permit (if applicable)
- Michigan Liquor Control Commission Special Event License (if applicable)
- Health Department Food Service License (if applicable)

If document is missing, please explain: _____

The applicant and sponsoring organization understand and agrees to:

Provide a certificate of insurance with all coverages deemed necessary for the event, name the City of Saugatuck as an additional insured on all applicable policies and submit the certificate to the City Clerk's Office no later than one (1) week following notice of the event approval.


Comply with all City and County Ordinances and applicable State laws, City policies and acknowledges that the special events permit does not relieve the applicant or organization from meeting any application requirements of law or other public bodies or agencies.

Applicant and sponsoring organization further understands the approval of this special event may include additional requirements and/or limitations based on the City's review of this application. The applicant and sponsoring organization understands that it may be necessary to meet with City staff during the review of this application and that City Council approval is necessary.

Applicant understands that he/she is responsible for contacting the Michigan Liquor Control Commission and/or Allegan County Health Department to secure all permits required for this event.

Applicant agrees to defend, indemnify and hold harmless the City of Saugatuck, Michigan from any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from this Special Event by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss cost of expense is caused in whole or in part by the negligence of the City of Saugatuck or by third parties, or by the agents, servants, employees or factors of any of them.

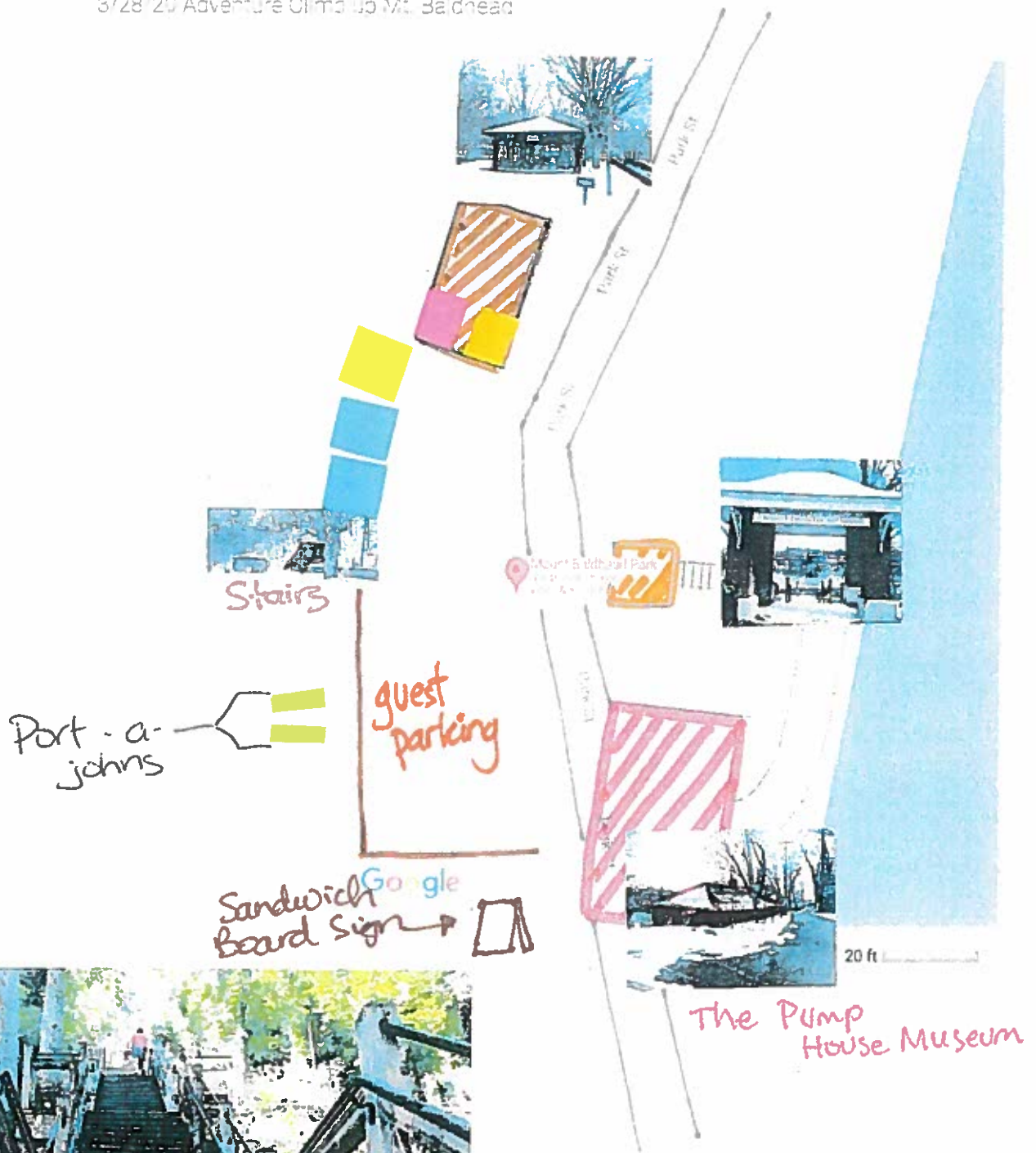
As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event and affirm the above understandings. The information provided on this application is true and complete to the best of my knowledge.



Applicant Signature

2/20/2020

Date



Mount Baldhead Park

4.7 ★ ★ ★ ★ ★ (395)

Park



17A

NOTICE

The regularly scheduled City Council meeting of Monday, March 9, 2020 at 7:00 p.m. has been *moved* to Wednesday, March 11, 2020 at 7:00 p.m. to accommodate the March 10, 2020 Presidential Primary.

Sorry for any inconvenience this may have caused.

Monica Nagel, CMC
Saugatuck City Clerk
269-857-2603
Dated: February 7, 2020



SAUGATUCK TOWNSHIP

WWW.SAUGATUCKTOWNSHIP.ORG

3461 BLUE STAR HIGHWAY
P.O. BOX 100
SAUGATUCK, MI 49453

PHONE (269) 857-7721
FAX (269) 857-4542

Blue Star Trail Joint Study Committee

First Meeting

Wednesday, February 26, 2020 2:00 p.m.

AGENDA

Location: Saugatuck Township Hall (3461 Blue Star Highway)

- 1) **Call to Order**
- 2) **Roll Call**
- 3) **Public Comments**

The Committee requests that speakers respect a three-minute time limit for individual comments and the five-minute time limit for an individual speaking on behalf of a group. This is not a question and answer session, it is an opportunity to voice your thoughts with the Joint Study Committee.

- 4) **Approval of Agenda**
- 5) **Approval of Minutes**
- 6) **Unfinished Business**
- 7) **New Business**
 - a) Election of Committee Chairperson & Vice Chairperson
 - b) Review of Committee Purpose
 - c) Discussion of Intergovernmental Agreement – Process & Timetable
 - d) Engineering
 - e) Discussion of “Deal-Breakers”
- 8) **Open Committee Discussion**
- 9) **Public Comments**
- 10) **Adjourn**

****Individuals with disabilities requiring auxiliary aids or services can contact Saugatuck Township for reasonable accommodations. If you require accommodations, please contact Township Manager Griffin Graham at least seven (7) days prior to the meeting in writing or by calling the Township Hall at (269) 857-7721.**