



**CITY COUNCIL WORKSHOP AGENDA  
JULY 23, 2020 – 4:00 P.M.**

**NOTICE:**

This public meeting will be held using Zoom video/audio conference technology due to the COVID-19 restrictions currently in place.

Join online by visiting:

<https://us02web.zoom.us/j/2698572603>

Join by phone by dialing:

**(312) 626-6799 -or-  
(646) 518-9805**

Then enter “Meeting ID”:

**2698572603**

Please send questions or comments regarding meeting agenda items prior to meeting to:

[kirk@saugatuckcity.com](mailto:kirk@saugatuckcity.com)

1. CALL TO ORDER
2. ATTENDANCE (*ROLL CALL*)
3. AGENDA CHANGES (ADDITIONS/DELETIONS)
4. PUBLIC COMMENT AGENDA ITEMS ONLY (*Limit 3 minutes*) Select “unmute” mic in the Zoom interface and speak your name to be recognized or press \*6 if you are calling in by phone to unmute your phone to speak.
5. DISCUSSION ITEMS
  - A. **Balas/Sellman Band Shell at Wicks Park Project**
  - B. **FY 20/21 City Projects**
  - C. **Invasive Species Kalamazoo Harbor**
  - D. **Cemetery Operations**
  - E. **3 Hour Parking Enforcement**
  - F. **Manager Evaluation Process**
6. PUBLIC COMMENT (*Limit 3 minutes*) Select “unmute” mic in the Zoom interface and speak your name to be recognized or press \*6 if you are calling in by phone to unmute your phone to speak.
7. COUNCIL COMMENTS
8. ADJOURN (*ROLL CALL*)



## City Council Workshop Discussion Item Report

To: Saugatuck City Council  
From: Kirk Harrier — City Manager  
Meeting Date: July 23, 2020  
Re: Balas/Sellman Band Shell at Wicks Park Project

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On December 23, 2019 the Saugatuck City Council unanimously passed a donation agreement between the City of Saugatuck and the David Balas/Jim Sellman Living Trust. A motion was made by Verplank, 2nd by Lewis, to approve Resolution No. 191223-A accepting a donation from and approving a Donation Agreement with the David Balas and Jim Sellman living trust. A copy of the executed donation agreement is attached to this report. The City received the donation funds in full in the amount of \$100,000 on January 13, 2020. The donation agreement specifies the project shall be completed as soon as can be properly accomplished but no later than May 15, 2021 unless otherwise agreed to by the parties in writing.

On February 24, 2020 the City Council unanimously approved a professional services agreement with Fleis & Vandenbrink Engineering for Wicks Park planning services associated with the Balas/Sellman project in an amount not to exceed \$4,800. A copy of the professional services agreement is attached to this report.

The Council appropriated funds in the FY 20/21 Budget to complete this project. In order to move forward with this project, representatives from Fleis & Vandenbrink Engineering will be present at the workshop meeting to discuss the project with Council.

## **DONATION AGREEMENT**

THIS DONATION AGREEMENT (“Agreement”) is made this 23rd day of December, 2019, by and between the David Balas Jim Sellman Living Trust (the “Trust”) and the City of Saugatuck, a municipal corporation in the County of Allegan, State of Michigan (the “City”).

### **RECITALS**

WHEREAS, the Trust holds sole title to certain securities (the “Securities”); and

WHEREAS, Trust intends to irrevocably convey the Securities to the City for the purpose of increasing the aesthetic appeal of Wicks Park and the promotion of the performing arts at Wicks Park; and

WHEREAS, the City intends to accept the Securities and utilize them for purposes not inconsistent with this Agreement.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the respective covenants contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. This Agreement is deemed to have been adopted and entered into by the Trust upon the signature of its representative below and after the passage of a resolution by the City Council approving this Agreement. This Agreement is deemed to have been adopted and entered into by the City upon the signature of its representative below and after the passage of a resolution by the City Council approving this Agreement (the “Effective Date”)
2. The parties affirm and acknowledge the accuracy of the recitals set forth above and incorporate the provisions of the same herein as if fully restated.
3. The Trust conveys the Securities to the City to be used in a manner not inconsistent with this Agreement.
4. This Agreement, as of its Effective Date, shall serve as constructive conveyance of the Securities until such time as actual conveyance can be made.
5. The City, as of the Effective Date, accepts the Securities as conveyed by the Trust.
6. Implied in the conveyance of the Securities is the City’s right to and ownership of any funds derived therefrom.

7. The City shall not use the Securities, or any funds derived therefrom, for any purpose inconsistent with this Agreement.
8. The City shall use the Securities, and any funds derived therefrom, for the installation and construction of a permanent band shell (the “**Band Shell**”) in the City’s Wicks Park consistent with the City’s Master Plan for Park Improvement and Development.
9. The name of the Band Shell shall be the “Balas Sellman Band Shell at Wicks Park” in perpetuity.
10. The construction of the Band Shell shall be completed as soon as can be properly accomplished but no later than May 15, 2021 unless otherwise agreed to by the parties in writing. If construction of the Band Shell is not completed by May 15, 2021 or such other date as agreed to by the parties, the City shall return any outstanding Securities, or funds derived therefrom, to the Trust; however, the City shall not be liable for nor responsible to return any funds which have already been spent in a manner not inconsistent with this Agreement.
11. The parties acknowledge that this is a one-time gift of the Securities by the Trust.
12. The Band Shell shall be the exclusive property of the City and the Trust disclaims any interest in the same except as provided for in this Agreement.
13. Should there be remaining Securities, or funds derived therefrom, following the completion of the Band Shell, the City may utilize them for landscaping around the Band Shell, general maintenance and upkeep of the Band Shell, or reinvestment provided the future funds are used for purposes not inconsistent with this Agreement.
14. The parties shall take all actions reasonably necessary to effectuate this Agreement.
15. This Agreement may be altered or modified only in writing signed by the parties.
16. The signatories to this Agreement affirm that they are authorized to bind their respective parties.
17. This Agreement shall be construed in accordance with the laws of the State of Michigan

IN WITNESS WHEREOF, the parties execute this Agreement as of the day and year first above written.

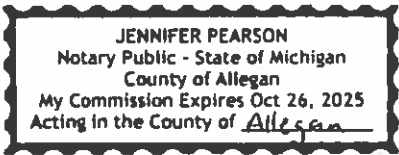
CITY OF SAUGATUCK

By: [Signature]  
Ken Trester, Mayor

By: [Signature]  
Monica Nagel, Clerk

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF ALLEGAN     )

Acknowledged before me in Allegan County, Michigan, on 12-27-19, by Ken Trester and Monica Nagel, respectively the Mayor and Clerk of the City of Saugatuck, a Michigan municipal corporation, on behalf of the corporation, who are personally known to me or who produced their drivers' licenses as identification.



[Signature]  
\* Jennifer Pearson

Notary Public, Allegan County, Michigan  
Acting in Allegan County  
My commission expires: Oct 26, 2025

(Remainder of page left intentionally blank.)

THE DAVID BALAS JAMES SELLMAN  
LIVING TRUST,

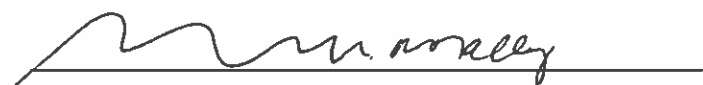
By: James Sellman



Its: Trustee

STATE OF MICHIGAN    )  
                                  ) ss.  
COUNTY OF Allegan )

Acknowledged before me in Allegan County, Michigan, on January 3, ~~2019~~<sup>2020</sup>,  
by James Sellman, the trustee, of the David Balas James Sellman Living  
Trust, on behalf of the trustee, who is personally known to me or who produced \_\_\_ driver's  
license as identification.



\* Barbara N. McNally

Notary Public, Ottawa County, MI  
Acting in Allegan County  
My commission expires: 04/29/2022

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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.

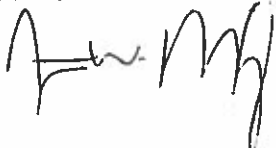
We are available to begin this work upon authorization and anticipate that it can be completed within 60-90 days, depending on meeting schedules and the City's desired schedule. We can prepare a scope of work and engineering budget for design activities once the project scope has been finalized.

2960 Lucerne Drive SE  
Grand Rapids, MI 49546  
P: 616.977.1000  
F: 616.977.1005  
www.fveng.com

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: Neil Horvitz

Title: CITY MANAGER

Date: 2-25-2020





# Preliminary Concept Plan

## Wicks Park - City of Saugatuck



0' 20' 40'  
January 17, 2017



**D**



KEY	DESCRIPTION	CONDITION	NOTES
A	Picnic Pavilion	2	Difficult to retrofit to meet ADA accessibility. Relocation and replacement suggested.
B	Parking	3.5	Add ADA accessible parking signs and pavement markings
C	Restroom Building	1.5	Difficult to retrofit to meet ADA accessibility. Relocation and replacement suggested
D	Future Bandshell	N/A	

**CONDITION RATING**  
 4— Very Good : Park Amenity is new or in excellent condition. Meets or exceeds ADA/ Universal access considerations and sized to meet future demand.  
 3— Good: Park amenity needs some minor repair or maintenance. The feature meets current and foreseeable future demand and is ADA compliant for the most part.  
 2—Fair: Amenity is functional but is in need of upgrades or possible replacement to meet current ADA standards and to meet future demand  
 1—Poor: Amenity is reaching end of useful life cycle and is in need of total replacement.



**A**

Butler St



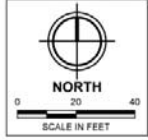
**C**



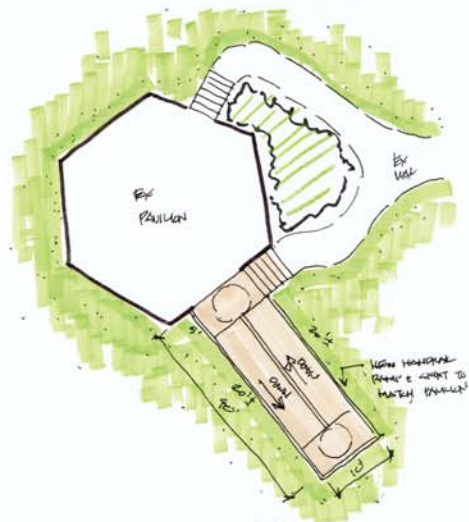
Parcel Boundaries  
(Approximate)

Park Assessments  
- Wicks Park -  
Saugatuck, Michigan

DRAWN BY: SWL DATE: 8/24/2015  
 PROJECT NO: 3187 SCALE: 1:240  
 FILE LOCATION: M:\Projects\3187\3187 SAUGATUCK\3187.dwg  
 3187 13 Park Assessment\3187\3187.dwg  
 SOURCES:  
 Allegan County, Michigan Geographic Data Library

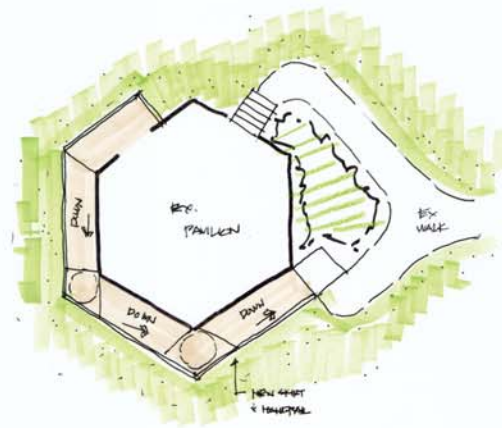


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OPTION A RAMP  
 $1/8" = 1'-0"$

RAMP PARAMETERS  
 3' to 3'-6" RAMP  
 16' RAMPWAY FOR ACCESS  
 2' W/OUT LANDING  
 42' OF RAMP MAY REQUIRE  
 30' MIN.



OPTION B RAMP  
 $1/8" = 1'-0"$

# Preliminary Concept Plan-Ramp

## Wicks Park - City of Saugatuck



0' 8' 16'  
 January 17, 2017



## City Council Workshop Discussion Item Report

To: Saugatuck City Council  
From: Kirk Harrier — City Manager  
Meeting Date: July 23, 2020  
Re: FY 20/21 City Projects

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A Council request was submitted to place “city projects” on this workshop agenda for discussion.

Below is a bullet point list of priority projects that Council approved appropriations for in the FY 20/21 budget.

- Capital Project \$180,000 – Park Street Resurfacing – Mt. Baldhead Park to North City Limits. Start fall of 2020. This project was a carryover from the 2019/2020 fiscal year postponed due to the COVID-19 Pandemic.
- Capital Project \$2,000 – Mill Street Asphalt Millings – Holland Street to Simonson Drive. Start fall of 2020. This project will use the millings from the Park Street project to complete.
- Capital Project \$350,000 – Campbell Road Reconstruction – Manchester Drive to Park Street. Start spring of 2021. This is a combined project with the City of Douglas. Total project cost is \$700,000 shared between the two communities. The current road has many dangerous surface issues and the underground utilities need replacement.
- Capital Project \$180,000 – Wicks Park Outdoor Performance Structure – City Council entered into an agreement and accepted \$100,000 from the estate of David Balas and Jim Sellman to construct an outdoor performance structure in accordance with the City’s Park Master Plan no later than May 15, 2021.
- Capital Project \$50,000 – Mt. Baldhead Radar Building Removal – The radar building (not tower) has to be removed for the safety of the general public. The site is also contaminated and cannot be remediated until the building is removed.
- Capital Project \$30,000 – Mt. Baldhead Stairs Repair – Certain stair stringers need to be replaced. This involves removing complete sections of the stairway in order to replace.

- Facilities \$130,000 – City Hall Building Renovations – Remove and replace exterior siding. The exterior of City Hall has deteriorated and siding will no longer hold paint. There is also suspected internal structural damage that needs to be addressed, as well insulating the structure. Interior office layout needs to be redesigned to increase efficiency of personnel and workflow.
- Facilities \$20,000 – City Hall Technology and Council Chamber Meeting Upgrades – Technology improvements are needed for improving meetings. Currently audio visual aids are deficient, proper live streaming capability is lacking and upgrades are needed to allow better remote meeting access and working remotely by employees when applicable. The current Council chamber desk is large, bulky and inefficient. A modular type desk system that is easily and quickly reconfigured for different activities is required. Specific needs are proper social distancing during meetings, better elections setup, pop-up work spaces and conference table capabilities.
- Facilities \$12,000 – City Hall Computer Server Replacement – The current computer server used for all City Hall operations has reached the end of its useful recommend life.
- Elections \$12,500 – Upgrades necessary to hold safe elections during COVID-19 conditions.
- Motor Pool \$60,000 – New Sheriff Patrol Vehicle – This purchase would replace the 2015 “blue” vehicle received from the City of Douglas contract termination.
- Motor Pool \$40,000 – DPW pickup Truck. This purchase will replace the 2014 GMC 2500 in the current fleet. This truck is used primarily for maintenance of all the parks in the City.
- Training \$3,000 – Capital Improvement Plan Long Term Planning Session – The City Council was scheduled to convene in April, 2020 with a third party facilitator to work as a team and prioritize the projects identified in the capital improvement plan using a long term focus objective. Session was postponed due to the COVID-19 Pandemic.

However it is worth noting some of the other outstanding City matters I am currently working on include:

- 1.) Hiring a new city clerk
- 2.) Filling a vacant DPW equipment operator position
- 3.) Project oversight regarding the agreement between the City of Saugatuck and the Fire District for the installing of a new fire dock
- 4.) Cemetery services agreement,
- 5.) Harbor invasive species
- 6.) Park Street pathway study
- 7.) On going COVID safety matters
- 8.) Water Street sink holes
- 9.) Wellhead protection team meetings

- 10.) Stormwater GIS implementation
- 11.) Kosick litigation settlement
- 12.) Flooding mitigation project oversight
- 13.) MDOT I-96 2021 construction impacts to Saugatuck
- 14.) Blue Star Bridge inspection report maintenance
- 14.) General management of daily operations of the City

Other projects that have been identified that are in the queue are as follows:

- Peterson Preserve Citizen Group—concerns about increased vegetation, low water
- KLSWA water and sewer agreements
- Water sewer infrastructure financing (capital improvement fee on water/sewer bills)
- Saugatuck Harbor Natural Area Master Plan Review
- State of Michigan Saugatuck Harbor Natural Area annexation denial from State of Michigan
- DPW staffing full-time and seasonal
- Finalize distribution of assets police services agreement City of Douglas
- Review effectiveness and purpose of current Harbor authority structure
- Harbor Authority: township inclusion
- Parks Master Plan update (priorities)
- Holiday lights (next 5 years)
- Culver Street parking lot (maximize revenue)
- Downtown special assessment district to fund specific business needs/wants
- Chain Ferry landing improvements
- Special event process review for efficiency and costs recovery
- Assessing services preparation (June 30, 2022)
- Mt. Baldhead radar station contamination
- NAGPRA requirements disbursement of remains held by U of M
- DPW Mail box replacement policy and design standards
- Mt. Baldhead radar tower maintenance (dome and vegetation growth)
- Willow Park sidewalk connection
- Oval Beach cold storage building
- Oval Beach additional parking
- Oval Beach additional restrooms water/sewer expansion
- Recycling services review (businesses and condo units)
- City social media communications policy
- KLSWA master metering project reimbursement of construction costs
- Memorial bench policy



## City Council Workshop Discussion Item Report

To: Saugatuck City Council  
From: Kirk Harrier — City Manager  
Meeting Date: July 23, 2020  
Re: Invasive Species Kalamazoo Harbor

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The City Council has been discussing the problem with Eurasian Water Milfoil in the Kalamazoo Harbor for some time; specifically an area just north of the Blue Star Bridge as shown in the photo below.



Eurasian Water Milfoil is aggressive and invasive. The vast majority of waterfront property owners up stream along the Kalamazoo River are simply cutting the offending vegetation which then spreads it down river to the Saugatuck/Douglas location. Boats also spread the vegetation. In 2019 staff solicited bids from six (6) different chemical contractors to submit proposals for a one-time treatment. The City received two bids.

- Clarke Aquatic Services bid for chemical treatment was \$1,200 per acre with an estimated treatment area of 11.5 acres (\$13,800). The City would also be responsible for obtaining the required authorization forms from each property owner in the treatment area and paying the fee for the State of Michigan permit (\$408). Total cost \$14,208.
- Aquatic Doctors bid for chemical treatment listed a number of different chemical treatment options and costs. However if the City is interested in just treating the Eurasian Water Milfoil they recommend using the Navigate granular herbicide which is \$315 per acre. 11.5 acres would cost \$3,622. The City would also be responsible for obtaining the required authorization forms from each property owner in the treatment area paying the fee for the State of Michigan permit, which is assumed to be the same costs as identified by Clarke Aquatic Services (\$408). Total cost \$4,030.

The City never moved forward with treatment due to a few reasons noted below. Discussions regarding the matter lost momentum due to the many other pressing priority issues Council had/has on the docket.

1.) The two bids received had a substantial difference in pricing and the City was unable to receive confirmation regarding the pricing spread to determine if the low bid was worth completing or would provide less than desirable results compared to the more expensive option.

2.) Funding concerns, i.e. should treatment be financed via a special assessment so the property owners that benefit the most have the most responsibility or should treatment options be paid for through general property tax revenues consisting of all the properties in the City, not just waterfront. The City does not own the water or the bottom land in the majority of the proposed treatment areas due to riparian rights issues.

2.) Some residents raised issues with using chemicals in the waterway for invasive species treatment and suggested using a non-chemical approach such as weevils; which has been verified as having some success in studies.

3.) The City received conflicting information on the best treatment approach. Some experts said chemical treatment was the best and others said physically cutting was the best.

4.) The Outdoor Discovery Center was consulted and they stated they would not recommend treating vegetation with herbicide/algacide as those treatments require a granular (solid) which sinks to the root zone of these plants and slowly dissolves thus killing the submerged vegetation. Being in a riparian system like the Kalamazoo River, this method runs the risk of significant off target kill dependent on currents. The Outdoor Discovery Center has attempted milfoil granular treatments in Kalamazoo River in the past and said they have had very moderate success.

3.) Dr. Bob Shuchman, the Co-Director at Michigan Tech Research Institute put the City in contact with a researcher, Colin Brooks, who performed some extensive research on Eurasian Water Milfoil through Michigan Technological University (report attached). Mr. Brooks stated chemical treatment of Eurasian Water Milfoil comes back very quickly, often times within a month or two. A small fragment of milfoil will establish and most of the issues in



Saugatuck Harbor are from contamination up river which makes it difficult and expensive to control. Mr. Brooks stated the best success so far he has seen is the use of DASH (diver assisted suction harvesting) which produces less fragmentation. However it is the most expensive approach. Mr. Brooks attended the June 8, 2020 City Council meeting and discussed the matter. The video and discussion with Mr. Brooks can be viewed via this link: [https://youtu.be/B\\_tL9KB96Vg?t=155](https://youtu.be/B_tL9KB96Vg?t=155). It is recommended Council members watch this segment of the June 8, 2020 meeting prior to the workshop meeting.



## City Council Workshop Discussion Item Report

To: Saugatuck City Council  
From: Kirk Harrier — City Manager  
Meeting Date: July 23, 2020  
Re: Cemetery Operations

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### **LEGAL AUTHORITY**

Act No. 113 of the Public Acts of 1915 authorizes and directs townships to care for, operate and maintain township cemeteries within their boundaries. In Michigan, cities are not legally required to own or operate cemeteries. Act No. 113 does however permit the legislative body of a city to contribute to the maintenance and care of cemeteries owned by a township if it so chooses.

### **BACKGROUND**

The City of Saugatuck has for many years contributed funds to Saugatuck Township for the operations and or maintenance of their cemeteries in exchange for Saugatuck City residents to purchase cemetery plots at the Township resident rate. The City of Douglas also contributes in order to receive the same benefits. The Township calculated the contribution amount using a taxable value method and the cities were billed a percentage of the total annual Township Cemetery budget. This method was later determined to have potential legal issues and not equitable to the Saugatuck City Tax payers. The City of Saugatuck and Douglas renegotiated new agreements using a population method to determine the contribution amount to be used for a portion of the maintenance contract verses the entire operating budget.

For many years Saugatuck Township has had a dedicated voter approved cemetery millage for the operation, maintenance, repair, etc. of their cemeteries. Currently there are no other townships in Allegan that levy a dedicated millage for cemetery operations. The current Saugatuck Township cemetery millage expires in December of 2020. Saugatuck Township has one of the lowest general operating millages compared to all townships in Allegan County.

Staff conducted an analysis of all the townships in Allegan County regarding cemetery operations. All townships in Allegan County provide cemetery functions per Act No. 113 of the Public Acts of 1915. Below is the information compiled for Council review:

					<b>LOT COST</b>
<b>UNIT NAME</b>	<b>BUDGET</b>	<b>DEDICATED FUND BALANCE</b>	<b>DEDICATED MILLAGE</b>	<b>LOT COST RESIDENT</b>	<b>NON- RESIDENT</b>
Laketown Twp	\$5,000	\$0	NO	\$100	\$500
Manlius Twp	\$7,000	\$0	NO	\$300	\$750
Valley Twp	\$10,000	\$0	NO	\$350	\$750
Leighton Twp	\$15,000	\$0	NO	\$50	\$400
Fillmore Twp	\$15,000	\$0	NO	\$100	\$500
Clyde Twp	\$16,500	\$0	NO	\$100	\$750
Lee Twp	\$18,700	\$0	NO	\$75	\$500
Dorr Twp	\$20,000	\$0	NO	\$200	\$600
Heath Twp	\$20,000	\$0	NO	\$350	\$1,200
Monterey Twp	\$20,000	\$0	NO	\$0	\$500
Trowbridge Twp	\$20,000	\$0	NO	\$100	\$500
Watson Twp	\$20,000	\$0	NO	\$100	\$400
Salem Twp	\$20,178	\$3,000	NO	\$200	\$600
Overisel Twp	\$22,000	\$0	NO	\$200	\$600
Hopkins Twp	\$23,000	\$0	NO	\$100	\$800
Cheshire Twp	\$24,000	\$4,200	NO	\$50	\$500
Martin Twp	\$27,092	\$0	NO	\$100	\$750
Ganges Twp	\$32,000	\$0	NO	\$200	\$3,000
Allegan Twp	\$36,000	\$0	NO	\$100	\$600
Casco Twp	\$47,000	\$0	NO	\$200	\$800
Wayland Twp	\$60,000	\$0	NO	\$200	\$500
Saugatuck Twp	\$90,800	\$214,000	YES	\$120	\$2,000
Gun Plain Twp	\$100,000	\$0	NO	\$200	\$1,400
Otsego Twp	\$112,000	\$50,000	NO	\$250	\$750

## **FUTURE**

If it is the desire of the Saugatuck City Council to continue to participate in funding cemetery operations for its citizens, it would be prudent at this juncture to look at more long-term options/solutions.

First and foremost the costs associated with operating any cemetery will continue to increase year after year mainly due to labor costs increasing. Continuing to use the City's general fund account to fund cemetery expenditures will likely become problematic as the demand for fiscal resources for critical capital improvement infrastructure and other municipal needs increase. The City of Saugatuck is primarily "built out" with limited room to substantially grow its tax base unlike the Township and the City of Douglas.

Act No. 215 of Public Acts 1937 allows for the formation of a joint cemetery authority. The Act states, "The legislative body of 2 or more municipalities may authorize the formation of a nonprofit corporation as a joint cemetery authority to acquire, own, operate, maintain, and sell real and personal property used for a cemetery or burial ground." The formation of a joint cemetery authority does not require a vote of the electorate and can simply be implemented by action of the legislative bodies. However funding of the authority via a millage would require a vote.

Due to the fact the Saugatuck Township dedicated voter approved cemetery millage is expiring in December of 2020; this would be a prime opportunity to engage Saugatuck Township and City Douglas officials to discuss a ballot proposal for a cemetery authority millage.

If a dedicated tri-community cemetery millage were to pass to support a cemetery authority, this would ensure the long-term care of the cemeteries and also give the cities of Saugatuck and Douglas equal say at the table in regards to cemetery operations for their communities moving forward in perpetuity. This approach would also eliminate the financial burden to the City of Saugatuck's general fund for cemetery expenditures.

Based on the taxable values of the three communities, it is estimated that approximately a tenth of a mill would need to be levied in all jurisdictions. For the average property owner in the tri-community, this would equate to approximately \$20 per year on their tax bill for the operation, maintenance and repair of the cemeteries under the control of a created cemetery authority.

## **RECOMMENDATION**

Attached is a proposed cemetery agreement that would allow the City of Saugatuck to contribute to the cemeteries owned and operated by Saugatuck Township in exchange Saugatuck City residents will be treated identically to Township residents for purposes of acquiring burial plots. The term of this agreement is for one year to coincide with the maintenance contract the Township has executed with Ground Management Solutions (GMS).

This proposed agreement also has language included to address another outstanding issue involving the City of Saugatuck spending monies outside of the City's jurisdiction to maintain a portion of property in Saugatuck Township's jurisdiction at Blue Star Highway and Washington Road (A.K.A Holland St). The Saugatuck City attorney has advised the City has no legal authority to spend funds in this manner without an agreement in place. This proposed agreement, if adopted, would solve that issue.

Staff is recommending the Saugatuck City Council consider approving the proposed agreement at a regular meeting and forward to the Saugatuck Township Board of Trustees for consideration and open discussions regarding creating a cemetery authority and tri-community voter approved dedicated cemetery millage.

## CEMETERY SERVICES AGREEMENT

THIS CEMETERY SERVICES AGREEMENT (“**Agreement**”), is made this \_\_\_ day of \_\_\_\_\_, 2020, between Saugatuck Township, a Michigan general law township, the business address of which is 3461 Blue Star Hwy, Saugatuck, Michigan 49453 (“**Township**”) and the City of Saugatuck, a Michigan home rule city, the business address of which is 102 Butler Street, Saugatuck, Michigan 49453 (“**City**”).

### RECITALS

- A. Act No. 113 of the Public Acts of 1915 authorizes and directs townships to care for, operate and maintain township cemeteries within their boundaries.
- B. The Township owns and controls two cemeteries within the Township, known as Riverside Cemetery and Douglas Cemetery (collectively, the “**Cemeteries**”).
- C. Act No. 113 permits the legislative body of a city to contribute to the maintenance and care of cemeteries owned by a township.
- D. State law, including without limitation Act No. 7 of the Public Acts of 1967, authorizes townships and cities to enter into interlocal public agency agreements.
- E. The Township and City agree that the City will make payments to the Township as set forth herein, in exchange for which City residents will be treated identically to Township residents for purposes of acquiring burial grounds, operations, and maintenance of the Cemeteries.

### AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the sufficiency of which is acknowledged, the parties agree as follows:

1. Provision of Cemetery Services. During the term of this Agreement the Township will provide the following cemetery services to residents of the City on terms identical to those afforded to residents of the Township: operation and improvement of the Cemeteries; the provision of care for graves in the Cemeteries; and, permitting the purchase and maintenance of burial sites and rights at Township taxpayer/resident rates.
2. Other Terms of Services. The Cemeteries shall be available for use by City and Township residents subject to such rules, regulations and charges pertaining to the use of the Cemeteries established by the Township Board and consistent with the terms of this Agreement, and the availability of the Cemeteries shall be the same for each entity and their constituents. Without limitation, City residents will pay the same rates for grave burial rights as Township taxpayer/residents.
3. Administration and Operation. Except as expressly provided in this Agreement, the Township shall be responsible for administering, operating and maintaining all aspects of the

Cemeteries including, without limitation, an obligation to maintain all requisite insurance coverages, provide training for all associated personnel, record keeping, selling of burial rights, grounds maintenance, and grave marking for burials cremains. The City shall be provided with monthly reports for burials and sales of burial plots made by the Township during the term of this Agreement which reports shall identify the number of City residents included. The Township and its personnel providing services under the terms of this Agreement are independent contractors and shall not be regarded as employees of the City for any purposes.

4. No Assumption of Liability. It is expressly understood and agreed that the City shall not incur any liability in having the Township provide cemetery services under the terms of this Agreement or in any manner incident thereto. It is further the express intent of the parties that in providing these cemetery services the parties are engaged in an essential governmental function.

5. Compensation. During the term of this Agreement, the City shall pay to the Township, for the cemetery services provided for in this Agreement, an amount proportional to each participating municipality's total population as determined by the last federal decennial census or by the most recent federal census hereafter taken, which at this time is 18.3%, subject to the following:

(a) The City's financial responsibility is limited to the direct lawn care maintenance costs for the Cemeteries as provided for in the relevant contract and not indirect costs associated with that maintenance (e.g., Township administrative costs in contracting for services, overseeing the Cemeteries, etc.).

(b) In determining the proportionality of costs as provided for herein, the participating municipalities shall be the City, Township and the Village of Douglas.

(c) The City's financial responsibility shall be limited as provided for herein to the amount of the actual lawn care contract awarded by the Township, which contract shall be bid not less frequently than once each three years.

(d) The City shall have the right to review and approve any lawn care contract for the Cemeteries as provided for herein prior to an award of the same by the Township.

(e) The amount of \$5,833.86 shall be paid in one of two ways as determined by the Township in its sole discretion:

(i) The City shall expend not less than \$4,000 annually in the maintenance and upkeep of real property within the Township located at Holland Avenue and Bluestar Highway, as shown on the map attached as Exhibit A hereto. In addition to such maintenance, the City will annually pay no later than \_\_\_\_\_ the amount of \$1,833.86 to the Township.

Or

(ii) The City will annually pay no later than \_\_\_\_\_ the amount of \$5,833.66 to the Township; it being the parties' understanding that the City will pay this amount in part by no

longer maintaining the real property within the Township located at Holland Avenue and Bluestar Highway, as shown on the map attached as Exhibit A hereto.

6. Release and Waiver. The Township, on behalf of itself, its agents, assigns, employees and officers, waives the right to assert any and all rights, claims, damages or causes of action against the City, its employees, officers, agents, successors and assigns (collectively and individually, the “**City Parties**”) and fully release and discharge the City Parties from any and all rights, claims, damages or causes of action which Township now has or may have, whether known or unknown, of any kind or nature whatsoever, against the City Parties arising out of or connected in any manner with burials or similar services provide by the Township for or on behalf of City residents (whether pursuant to contract or otherwise) prior to the date of this Agreement or involving actions or omissions by the Township, its officers, employees or agents in providing cemetery services or otherwise operating the Cemeteries during the term of this Agreement.

7. Term. The term of this Agreement shall be for one year (from April 1, 2020 until March 31, 2021).

8. Sole Agreement. This Agreement is the only agreement or contract between the parties with respect to the matters referred to herein and no other agreements or understandings of any kind or nature shall be binding on the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed pursuant to authority granted by their respective governing bodies, on the day and year first above written.

TOWNSHIP OF SAUGATUCK

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

CITY OF SAUGATUCK

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_



# EXHIBIT A





## City Council Workshop Discussion Item Report

To: Saugatuck City Council  
From: Kirk Harrier — City Manager  
Meeting Date: July 23, 2020  
Re: 3 Hour Parking Enforcement

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For many years the City has been enforcing the 3 hour parking limit on a complaint basis (see attached memo). This specific policy was implemented due to retail business owners not wanting tourist/visitors to receive parking tickets while shopping longer than 3 hours. However due to the pop-up patios in the street that were recently allowed as part of COVID-19 mitigation and the resulting reduction in parking spaces, some business owners are now asking the City to enforce the 3 hour parking ordinance more proactively rather than via a complaint basis. Before implementing a revised enforcement policy regarding downtown parking enforcement, staff is seeking Council feedback on the matter.



## **PUBLIC NOTICE**

### City of Saugatuck Downtown 3-Hour Parking Enforcement

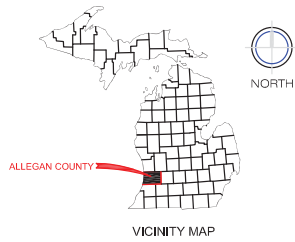
Business owners in the Saugatuck downtown business district have voiced concerns the 3-hour parking limit is being abused; thus preventing potential customers and visitors from finding parking for shopping. The City of Saugatuck has requested its law enforcement agency to enforce the 3-hour parking per City Ordinance 70.09 in the general downtown business district on a complaint basis. Individuals that have specific complaints regarding 3-hour time limit violations are instructed to call 269-673-3899 and report the specific location and vehicle. A Saugatuck City Sheriff Deputy will investigate. If the Deputy can confirm a vehicle is in violation of the 3-hour limit, a \$25 parking citation will be issued per City Ordinance.

#### **ORDINANCE 70.09 TIME ZONES**

*Parking on both sides of Butler Street between the Kalamazoo River on the south end to Main Street on the north end; and both sides of Culver Street from Butler Street on the west end to 350 feet east of Griffith Street on the east end shall be restricted to 3-hour parking.*

*(Ord. 03-01, passed 5-27-2003)*

Posted: June 10, 2020



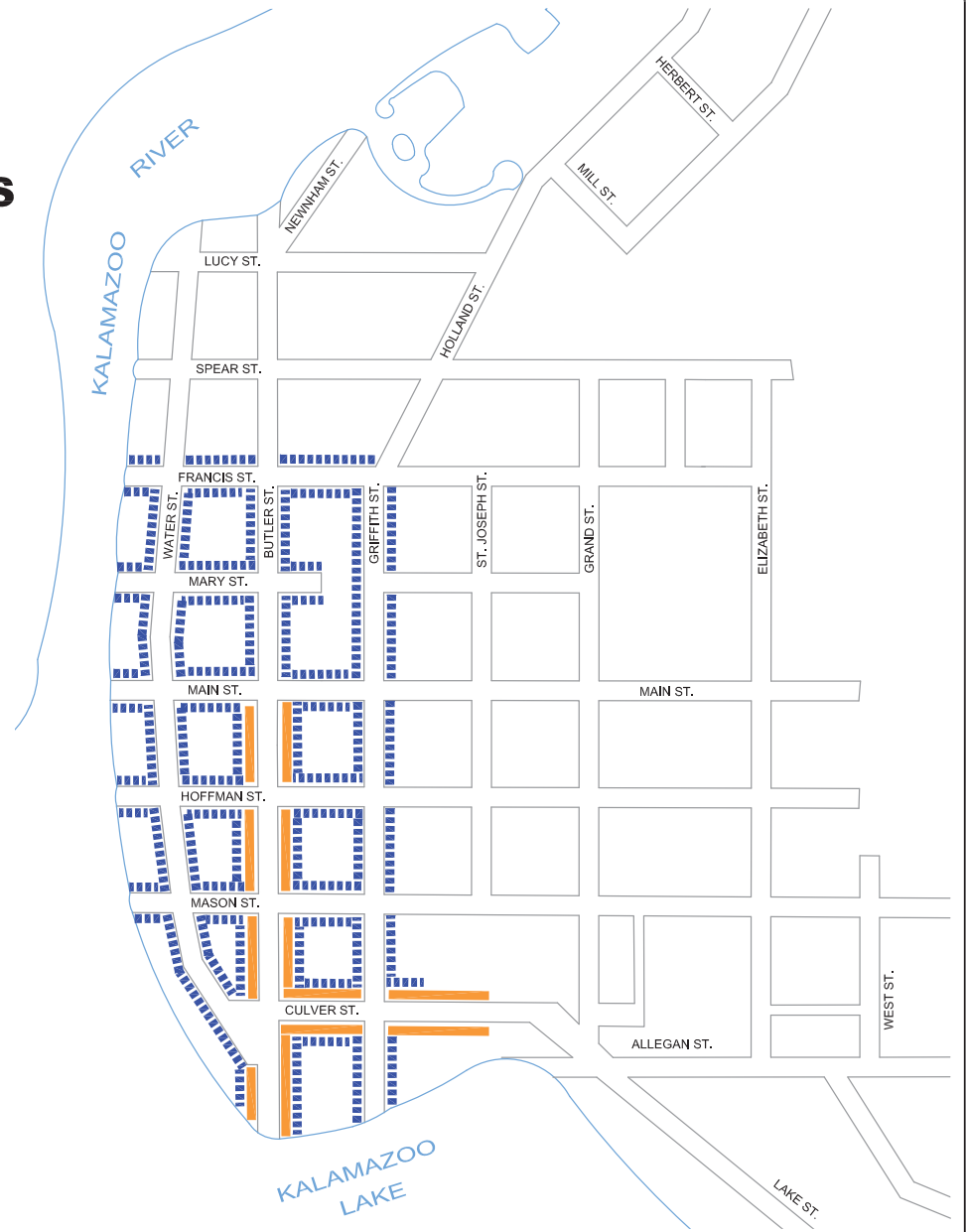
# CITY OF SAUGATUCK ALLEGAN COUNTY, MICHIGAN PARKING RESTRICTIONS

## 70.07 TRUCKS AND TRAILERS; PARKING RESTRICTED.

- (A) From May 1 through and including September 30 of each year, it shall be unlawful to park any boat trailer of any length, or to park any motor vehicle in excess of 20 feet in length, on Water, Butler and Griffith Streets between Francis Street to the north and the Kalamazoo River to the south, and on Francis, Mary, Main, Hoffman, Mason and Culver Streets, between Griffith Street to the east and the Kalamazoo River to the west.
- (B) From May 1 through and including September 30 of each year, it shall be unlawful to park any motor vehicle in excess of 20 feet in length on the north side of Culver Street from Griffith Street easterly 132 feet to the streets on which the parking of motor vehicles is prohibited under division (A). (Ord. 03-01, passed 5-27-2003) Penalty, see #10.99.

## 70.09 TIME ZONES.

Parking on both sides of Butler Street between the Kalamazoo River on the south end to Main Street on the north end; and both sides of Culver Street from Butler Street on the west end to 350 feet east of Griffith Street on the east end shall be restricted to 3-hour parking. (Ord. 03-01, passed 5-27-2003).



### LEGEND

- TRAILER / LONG VEHICLE RESTRICTION
- 3-HOUR PARKING



## City Council Workshop Discussion Item Report

To: Saugatuck City Council  
From: Kirk Harrier — City Manager  
Meeting Date: July 23, 2020  
Re: Manager Evaluation Process

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Mayor requested Council discuss the process for manager evaluation during COVID-19 pandemic.