



**CITY COUNCIL AGENDA
January 25, 2021 – 7:00 P.M.**

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF MINUTES
 - A. **Regular City Council Meeting of January 11, 2021 (ROLL CALL)**
 - B. **Special City Council Meeting of January 14, 2021 (ROLL CALL)**
 - C. **Special City Council Closed Meeting of January 14, 2021 (ROLL CALL)**
 - D. **Special City Council Meeting of January 19, 2021 (ROLL CALL)**
4. MAYOR’S COMMENTS
5. CITY MANAGER’S COMMENTS
6. AGENDA CHANGES (ADDITIONS/DELETIONS)
7. GUEST SPEAKERS:
 - A. **Lt. Brett Ensfield – Allegan Co. Sheriff’s Department**
 - B. **Dan Fox – Saugatuck Township Fire Dept**
8. 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.*
9. REQUESTS FOR PAYMENT
 - A. **Approval of Accounts Payable (ROLL CALL)**
10. INTRODUCTION OF ORDINANCES:
11. PUBLIC HEARINGS:
12. UNFINISHED BUSINESS:
13. NEW BUSINESS
 - A. **Saugatuck Douglas Garden Club Community Pride Event Application (ROLL CALL)**
 - B. **SCA Mountainfest Banner Approval (ROLL CALL)**
 - C. **Resolution to Adopt Poverty Exemption Income Guidelines and Asset Test (ROLL CALL)**
 - D. **Extend Interim City Manager Contract One (1) Week (ROLL CALL)**
 - E. **2021 Boat Slip Management Agreement with Sergeant Marine (ROLL CALL)**
 - F. **School Tax Collection Agreement (ROLL CALL)**
 - G. **Ottawa Area ISD Election Agreement (ROLL CALL)**
14. CONSENT AGENDA:
15. PUBLIC COMMENTS *(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.*
16. COMMUNICATIONS:
 - A. **Ruth & Mike Johnson regarding Park Street Safety**

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:
citymanager@saugatuckcity.com



17. **BOARDS, COMMISSIONS & COMMITTEE REPORTS**
Planning Commission, Harbor Authority, Fire Board, Tree Board, KLSWA
18. COUNCIL COMMENTS
19. ADJOURN (*ROLL CALL*)

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 erin@saugatuckcity.com for further information.

Proposed Minutes
Saugatuck City Council Regular Meeting
January 11, 2021 at 7:00 pm
102 Butler St., Saugatuck, MI 49453

Due to COVID-19 restrictions currently in place, the meeting was held via Zoom.

1. **Call to Order:** Mayor Bekken called the meeting to order at 7:00 pm
2. **Roll Call:**
Present: Bekken, Dean, Leo, Lewis, Peterson, Stanton, Trester
Absent: None
Others Present: Interim City Manager Doyle Homan, Zoning Administrator Osman, Treasurer Stanislawski, Clerk Wilkinson
3. **Approval of Minutes:**
 - A. **Regular City Council Meeting of December 28, 2020** - A motion was made by Peterson, 2nd by Dean, to approve the minutes as presented. Upon roll call vote the motion passed unanimously.
4. **Mayor's Comments:** Mayor Bekken recognized a moment of local pride, as the National Championship Game between University of Alabama and Ohio State, will feature former Saugatuck resident Butch Jones, who is one of the Assistant Coaches. He also updated council on a thank you that was sent in response to the \$10,000 donation from Arnold Shafer.
5. **City Manager's Comments:** Interim City Manager Doyle Homan recognized the donation from Arnold Shafer and paid tribute to him. She also updated council on the progress being made to fill the open DPW position.
6. **Agenda Changes:** Additional information was provided to council regarding the short term rental policy already on the agenda for consideration.
7. **Guest Speakers:**
 - A. **Lt. Brett Ensfield - Allegan Co. Sheriff's Department:** Lt. Ensfield sent quarterly statistics and updated council on COVID status with scheduling.
 - B. **Gregory Muncey - SDABA:** Gregory Muncey provided council with an update on SDABA accomplishments, plans and activities planned for the upcoming year.
8. **Public Comment:** None
9. **Request for Payment:** A motion was made by Trester, 2nd by Lewis, to approve the accounts payable in the amount of \$470,943.01. Upon roll call vote the motion passed unanimously.
10. **Introduction of Ordinances:** None
11. **Public Hearings:** None
12. **Unfinished Business:** None

13. New Business:

- A. **Master Meeting Schedule** - A motion was made by Lewis, 2nd by Stanton, to approve resolution 210111-A to adopt the regular 2021 Schedule of Meetings as presented. Upon roll call vote the motion passed unanimously.
- B. **Street End License Renewals** - A motion was made by Peterson, 2nd by Lewis, to approve the 2021 municipal license agreement rates as presented on Attachment A and authorize the Mayor and City Clerk to sign all non-pending agreements for 2021 as presented. Upon roll call vote the motion passed unanimously.
- C. **Short Term Rental Fees** - A motion was made by Lewis, 2nd by Leo, to approve the changes to the City of Saugatuck Schedule of Fees to allow for investigation fees for those who fail to register or reregister after written notice(s). Upon roll call vote the motion passed unanimously.
- D. **Compensation Committee Appointments** - A motion was made by Peterson, 2nd by Trester, to approve Mayor Bekkin's reappointment of Peg Sanford, Jim Miur, and William Lint to the Compensation Commission for 3-year terms expiring December 31, 2023. Upon roll call vote the motion passed unanimously.
- E. **Aquatic Doctors Contract for Eurasian Water Milfoil Treatment in Kalamazoo Lake & Harbor** - A motion was made by Trester, 2nd by Dean, to approve contracting with Aquatic Doctors Lake Management Inc. for one year as per the attached contract for the 2021 treatment season. Upon roll call vote the motion passed unanimously.

14. Consent Agenda: None

15. Public Comments: Chris Parker (resident) - President of Bridges of Saugatuck condos - expressed his appreciation and gratitude for treating the invasive species.

16. Communications:

- 1. **Arnold Shafer Bequest** (received as information)

17. Boards, Commissions & Committee Reports: The council received reports from:

- A. Saugatuck Township Fire District - December 2020, End of Year, Historical Trends
- B. Tri-Community Non-Motorize Trail Study Committee
- C. Historic District Commission

18. Council Comments: None

19. Adjourn: A motion was made for Trester, 2nd by Peterson, to adjourn the meeting at 08:10 pm. Upon roll call vote the motion passed unanimously.

Respectfully Submitted,

Erin K. Wilkinson
City of Saugatuck Clerk

Proposed Minutes
Saugatuck City Council Special Meeting
January 14, 2021 at 4:00 pm
102 Butler St., Saugatuck, MI 49453

Due to COVID-19 restrictions currently in place, the meeting was held via Zoom.

1. **Call to Order:** Mayor Bekken called the meeting to order at 4:00 pm
2. **Roll Call:**
Present: Bekken, Dean, Leo, Lewis, Peterson, Stanton, Trester
Absent: None
Others Present: Interim City Manager Doyle Homan, Zoning Administrator Osman, Incoming City Manager Heise, City Attorney Sluggett, Clerk Wilkinson
3. **Public Comment:** None
4. **New Business:**
 - A. **Closed Session** - A motion was made by Lewis, 2nd by Trester, to enter into closed session at 4:06 pm, under section 8(e) of the Open Meetings Act to consider information or records subject to the attorney-client privilege and exempt from public disclosure as permitted under Section 13(1)(g) of the Freedom of Information Act. Upon roll call vote the motion passed unanimously.
5. **Conduct Closed Session** - A motion was made by Peterson, 2nd by Lewis, to end the closed session and return to open session. Upon roll call vote the motion passed unanimously.
6. **Return to Open Session** - Council returned to open session at 4:36 pm
7. **Public Comments** - None
8. **Council Comments** - Councilperson Leo thanked Interim City Manager Doyle Homan and Zoning Administrator for all their extra effort on the project.

Mayor Bekken agreed with Councilperson Leo and thanked Ryan Heise and Jeff Sluggett for attending the meeting.
9. **Adjourn:** A motion was made by Trester, 2nd by Lewis, to adjourn the meeting at 4:39 pm. Upon Roll call vote the motion passed unanimously.

Respectfully Submitted,

Erin K. Wilkinson
Clerk
City of Saugatuck

Proposed Minutes
Saugatuck City Council Special Meeting
January 19, 2021 at 11:00 am
102 Butler St., Saugatuck, MI 49453

Due to COVID-19 restrictions currently in place, the meeting was held via Zoom.

1. **Call to Order:** Mayor Bekken called the meeting to order at 11:00 am
2. **Roll Call:**
Present: Bekken, Dean, Lewis, Peterson, Stanton, Trester
Absent: Leo (with prior notice)
Others Present: Interim City Manager Doyle Homan, Zoning Administrator Osman, Incoming City Manager Heise, City Attorney Bloom, Clerk Wilkinson
3. **Public Comment:** None
4. **New Business:**
 - A. **Temporary Moratorium Ordinance** - A motion was made by Lewis, 2nd by Trester, to approve Moratorium Ordinance 210119-A as amended to limit the moratorium to a 5 month time period. Upon roll call vote the motion passed unanimously.
5. **Public Comment: Gary Medler** (resident) said the ordinance was ill-advised. He suggested reviewing the Monroe County Florida Ordinance prohibiting house-boats, which took into account the US Supreme Court Decision on the subject matter.

Brenda Marcy (non-resident) said she was glad the council has adopted this ordinance and hopes they will consider the many complicated matters other boaters have to comply with such as preventing death by electrical shock, annual coast guard inspections, and other safety concerns. She expressed interest in helping to inform the final ordinance.

Jane Underwood (resident) expressed her agreement with Brenda Marcy's comments and encouraged the council to think very carefully about the final ordinance. She also asked about the status of the fence at the Dunegrass boat slips by the Chain Ferry and expressed her concern for public safety.
6. **Adjourn:** A motion was made by Trester, 2nd by Dean, to adjourn the meeting at 11:55 am. Upon Roll call vote the motion passed unanimously.

Respectfully Submitted,

Erin K. Wilkinson
Clerk
City of Saugatuck



Incident Analysis Report

Detail



Print Date/Time: 01/22/2021 14:10
Login ID: allegancounty\bensfield
Incident Type: All
Call Source: All

From Date: 01/11/2021 00:00
To Date: 01/22/2021 23:59

Allegan County Sheriff's Office
ORI Number: MI0310300
Officer ID: Hagerty, Janel L.
Location: All

Incident Date/Time	Incident Number	Incident Type	Location	Caller	Source
01/13/2021 08:09	2021-00000656	Alarm	BLUE STAR HWY		Telephone
	Report Required:	Yes	Officers		
			424 - Hagerty		
01/13/2021 13:21	2021-00000679	Alarm	WATER ST		Telephone
	Report Required:	Yes	Officers		
			424 - Hagerty		
01/14/2021 06:28	2021-00000715	Disorderly Conduct	LAUREN ST		Telephone
	Report Required:	Yes	Officers		
			424 - Hagerty		
01/14/2021 11:20	2021-00000726	PDA	56TH ST		Telephone
	Report Required:	Yes	Officers		
			424 - Hagerty		
01/18/2021 09:26	2021-00000926	Abandoned Vehicle	138TH AVE / SHOREWOOD DUNES TRL		Telephone
	Report Required:	Yes	Officers		
			424 - Hagerty		
01/18/2021 10:54	2021-00000929	Animal-Dog Running	138TH AVE / SHOREWOOD DUNES TRL		Telephone
	Report Required:	Yes	Officers		
			424 - Hagerty		
01/18/2021 13:17	2021-00000938	Civil	66TH ST		Officer
	Report Required:	Yes	Officers		
			424 - Hagerty		
01/18/2021 13:23	2021-00000939	Obstruct Justice	66TH ST		Telephone
	Report Required:	Yes	Officers		
			424 - Hagerty		
01/18/2021 15:38	2021-00000947	Road Hazard	145TH AVE / 62ND ST		Telephone
	Report Required:	Yes	Officers		
			424 - Hagerty		
01/19/2021 08:02	2021-00000978	Fire	PALMER DR / RAVINES CT		911
	Report Required:	Yes	Officers		
			424 - Hagerty		
01/19/2021 11:04	2021-00000985	Assault	ELIZABETH ST		Officer

	Report Required:	Yes	Officers	
01/19/2021 13:04	2021-00000989	Alarm	424 - Hagerty SINGAPORE DR	Telephone
	Report Required:	Yes	Officers	
01/19/2021 15:57	2021-00001010	Child Custody Dispute	424 - Hagerty 132ND AVE	Telephone
	Report Required:	Yes	Officers	
01/22/2021 10:26	2021-00001154	Domestic Assault	424 - Hagerty LADYBUG LN	Telephone
	Report Required:	Yes	Officers	
01/22/2021 12:28	2021-00001169	Fraud	424 - Hagerty WATER ST	Telephone
	Report Required:	Yes	Officers	
			424 - Hagerty	
Total Matches : 15				



Incident Analysis Report

Detail



Print Date/Time: 01/22/2021 14:43
Login ID: allegancounty\bensfield
Incident Type: All
Call Source: All

From Date: 01/11/2021 00:00
To Date: 01/22/2021 23:59

Allegan County Sheriff's Office
ORI Number: MI0310300
Officer ID: Flokstra, Robert John
Location: All

Incident Date/Time	Incident Number	Incident Type	Location	Caller	Source
01/11/2021 13:08	2021-00000561	PIA	136TH AVE / 58TH ST		Telephone
	Report Required:	Yes	Officers		
			1133 - Flokstra		
01/11/2021 15:30	2021-00000570	General Assist	42.6655500000000000 -86.2014340000000000		Telephone
	Report Required:	Yes	Officers		
			1133 - Flokstra		
01/12/2021 10:19	2021-00000615	Abandoned Vehicle	N MAPLE ST		Telephone
	Report Required:	Yes	Officers		
			1133 - Flokstra		
01/12/2021 15:59	2021-00000631	Motorist Assist	36 SB I 196 HWY		Telephone
	Report Required:	No	Officers		
			1133 - Flokstra		
01/15/2021 08:43	2021-00000768	Civil	ELIZABETH ST		Officer
	Report Required:	Yes	Officers		
			1133 - Flokstra		
01/15/2021 08:55	2021-00000770	Domestic Assault	56TH ST		Telephone
	Report Required:	Yes	Officers		
			1133 - Flokstra		
01/15/2021 15:13	2021-00000785	PIA	46 SB I 196 HWY		Telephone
	Report Required:	Yes	Officers		
			1133 - Flokstra		
01/15/2021 15:41	2021-00000787	Vehicle in the Ditch	45 NB I 196 HWY		Officer
	Report Required:	Yes	Officers		
			1133 - Flokstra		
01/16/2021 15:38	2021-00000840	Check Welfare	MASON ST / BUTLER ST		Telephone
	Report Required:	Yes	Officers		
			1133 - Flokstra		
01/17/2021 10:19	2021-00000877	PPO Violation	N MAPLE ST D1		Telephone
	Report Required:	Yes	Officers		
			1133 - Flokstra		
01/17/2021 13:03	2021-00000887	Civil	58TH ST		Telephone

	Report Required:	Yes	Officers	
01/17/2021 13:08	2021-00000886	Check Welfare	1133 - Flokstra 123RD AVE	Telephone
	Report Required:	Yes	Officers	
01/17/2021 14:23	2021-00000884	Check Welfare	1133 - Flokstra 54TH ST	Telephone
	Report Required:	Yes	Officers	
01/17/2021 15:32	2021-00000889	Vehicle in the Ditch	1133 - Flokstra 40 NB I 196 HWY	Telephone
	Report Required:	Yes	Officers	
01/20/2021 07:58	2021-00001057	Motorist Assist	1133 - Flokstra 43 NB I 196 HWY	Cell Phone
	Report Required:	No	Officers	
01/20/2021 09:03	2021-00001059	Alarm	1133 - Flokstra 62ND ST	Telephone
	Report Required:	Yes	Officers	
01/20/2021 09:37	2021-00001061	PDA	1133 - Flokstra 58TH ST / 138TH AVE	Cell Phone
	Report Required:	Yes	Officers	
01/21/2021 07:09	2021-00001105	Domestic Assault	1133 - Flokstra HARTER DR	Telephone
	Report Required:	Yes	Officers	
			1133 - Flokstra	
Total Matches : 18				



Incident Analysis Report

Detail



Print Date/Time: 01/22/2021 14:46
Login ID: allegancounty\bensfield
Incident Type: All
Call Source: All

From Date: 01/11/2021 00:00
To Date: 01/22/2021 23:59

Allegan County Sheriff's Office
ORI Number: MI0310300
Officer ID: Kruithoff, Jason Lee
Location: All

Incident Date/Time	Incident Number	Incident Type	Location	Caller	Source
01/11/2021 01:09	2021-00000543	General Assist	BUTLER ST / MAIN ST		Officer
	Report Required:	Yes	Officers		
			490 - Kruithoff		
01/14/2021 16:55	2021-00000742	Civil	63RD ST		Telephone
	Report Required:	Yes	Officers		
			490 - Kruithoff		
01/14/2021 18:08	2021-00000746	MDOP-29000	58TH ST		Telephone
	Report Required:	Yes	Officers		
			490 - Kruithoff		
01/14/2021 18:45	2021-00000750	Car/Deer PDA	138TH AVE		Telephone
	Report Required:	Yes	Officers		
			490 - Kruithoff		
01/14/2021 18:49	2021-00000751	Civil	LINCOLN RD		Telephone
	Report Required:	Yes	Officers		
			490 - Kruithoff		
01/15/2021 00:55	2021-00000762	General Assist	BUTLER ST / MAIN ST		Officer
	Report Required:	Yes	Officers		
			490 - Kruithoff		
01/18/2021 17:12	2021-00000952	Check Welfare	LUCY ST		Telephone
	Report Required:	Yes	Officers		
			490 - Kruithoff		
01/19/2021 00:24	2021-00000968	General Assist	BUTLER ST / MAIN ST		Officer
	Report Required:	Yes	Officers		
			490 - Kruithoff		
01/19/2021 01:47	2021-00000972	Check Welfare	N MAPLE ST		Telephone
	Report Required:	Yes	Officers		
			490 - Kruithoff		
01/19/2021 17:29	2021-00001016	PIA	38 NB I 196 HWY		Telephone
	Report Required:	Yes	Officers		
			490 - Kruithoff		
01/20/2021 00:14	2021-00001047	General Assist	BUTLER ST / MAIN ST		Officer

Report Required: Yes

Officers

490 - Kruthoff

Total Matches : 11



Incident Analysis Report

Detail



Print Date/Time: 01/22/2021 14:48
Login ID: allegancounty\bensfield
Incident Type: All
Call Source: All

From Date: 01/11/2021 00:00
To Date: 01/22/2021 23:59

Allegan County Sheriff's Office
ORI Number: MI0310300
Officer ID: Klinge, Phillip A.
Location: All

Incident Date/Time	Incident Number	Incident Type	Location	Caller	Source
01/11/2021 19:40	2021-00000585	Juvenile Delinquent	MASON ST		911
	Report Required:	Yes	Officers		
			648 - Klinge		
01/11/2021 22:29	2021-00000595	General Assist	BUTLER ST / MAIN ST		Officer
	Report Required:	Yes	Officers		
			648 - Klinge		
01/11/2021 23:38	2021-00000596	Check Welfare	109TH AVE	anon	Telephone
	Report Required:	Yes	Officers		
			648 - Klinge		
01/12/2021 02:21	2021-00000600	Check Welfare	56TH ST		Telephone
	Report Required:	Yes	Officers		
			648 - Klinge		
01/12/2021 22:35	2021-00000642	General Assist	BUTLER ST / MAIN ST		Officer
	Report Required:	Yes	Officers		
			648 - Klinge		
01/13/2021 02:05	2021-00000647	Suspicious Situation	WATER ST / MASON ST		Officer
	Report Required:	Yes	Officers		
			648 - Klinge		
01/15/2021 22:23	2021-00000812	General Assist	MAIN ST / BUTLER ST		Officer
	Report Required:	Yes	Officers		
			648 - Klinge		
01/15/2021 22:40	2021-00000813	Suspicious Situation	138TH AVE		Telephone
	Report Required:	Yes	Officers		
			648 - Klinge		
01/16/2021 02:08	2021-00000823	OWI	37 NB I 196 HWY		Telephone
	Report Required:	Yes	Officers		
			648 - Klinge		
01/16/2021 16:09	2021-00000850	Assault	58TH ST		911
	Report Required:	Yes	Officers		
			648 - Klinge		
01/16/2021 16:17	2021-00000847	Harassment/Threats	54TH ST		Telephone

	Report Required:	Yes	Officers	
01/16/2021 20:10	2021-0000856	Trespassing	648 - Klinge 103RD AVE	Telephone
	Report Required:	Yes	Officers	
01/16/2021 22:31	2021-0000864	Check Welfare	648 - Klinge BUTLER ST	Telephone
	Report Required:	Yes	Officers	
01/17/2021 00:52	2021-0000866	General Assist	648 - Klinge MAIN ST / BUTLER ST	Officer
	Report Required:	Yes	Officers	
01/17/2021 18:09	2021-0000897	PIA	648 - Klinge SB I 196 HWY	Telephone
	Report Required:	Yes	Officers	
01/17/2021 22:17	2021-0000909	General Assist	648 - Klinge BUTLER ST / MAIN ST	Officer
	Report Required:	Yes	Officers	
01/17/2021 23:07	2021-0000911	Suspicious Situation	648 - Klinge 53RD ST	Telephone
	Report Required:	Yes	Officers	
01/20/2021 22:42	2021-00001093	General Assist	648 - Klinge BUTLER ST / MAIN ST	Officer
	Report Required:	Yes	Officers	
01/21/2021 18:15	2021-00001126	911 Welfare - Misdials	648 - Klinge WOODCREST CT	Telephone
	Report Required:	Yes	Officers	
01/21/2021 22:54	2021-00001140	General Assist	648 - Klinge BUTLER ST / MAIN ST	Officer
	Report Required:	Yes	Officers	
			648 - Klinge	
Total Matches : 20				

Vendor Name	Description	Amount
1. ALLEGAN COUNTY NEWS	PRINTING	350.00
2. ALLEGAN COUNTY SHERIFF	RESERVE DEPUTIES	304.00
	SHERIFF CONTRACT	25,725.72
	TOTAL	26,029.72
3. ALLEGAN COUNTY TREASURER	TAX CHARGEBACKS	64.79
	PROPERTY TAXES	24,305.31
	TOTAL	24,370.10
4. AT&T MOBILITY	CELL PHONES	76.83
5. BLOOM SLUGGETT PC	LEGAL FEES	6,312.50
6. BOUWKAMP	STREET CUT REFUND	1,000.00
7. BS&A SOFTWARE	SOFTWARE UPDATES & ANNUAL SUPPORT	475.00
8. CAPITAL ONE	SMALL TOOLS	6.30
9. COMCAST	INTERNET	84.90
10. CONSUMERS ENERGY	ELECTRIC	3,431.46
11. D & L TRUCK & TRAILER LLC	TRUCK 1 REPAIRS	2,360.60
12. DIANNA MC GREW	ASSESSING SERVICES	2,689.47
13. DUNESVIEW KWIK SHOP INC	GASOLINE & DIESEL	755.28
	GASOLINE & DIESEL	360.41
	TOTAL	1,115.69
14. FASTENAL	SUPPLIES	59.36
15. FIRST NATIONAL BANK OF AMERICA	CD GENERAL FUND	250,000.00
16. FLEIS & VANDENBRINK ENGINEERING INC	ENGINEERING FEES	1,893.63
	PARK STREET SURVEY	7,521.12
	WATER SYSTEM	1,000.00
	TOTAL	10,414.75
17. HOLLAND MEDI-CENTER	DOT PHYSICAL	46.00
18. IHLE AUTO PARTS	SUPPLIES	1,445.69
19. INTERURBAN TRANSIT AUTHORITY	PROPERTY TAXES	6,797.68
20. KALAMAZOO LAKE SEWER & WATER	WATER & SEWER	973.33
21. MERS	RETIREMENT	4,500.00
22. MICHIGAN GAS UTILITIES	BUTLER STREET BATHROOM	135.66
	DPW GARAGE	214.05
	CITY HALL	64.92
	TOTAL	414.73

Vendor Name	Description	Amount
23. MICHIGAN MUNICIPAL LEAGUE		
	CITY MANAGER AD	172.20
24. MUTT MITT		
	MUTT MITTS	1,091.83
25. NET2PHONE INC		
	TELEPHONES	177.63
26. NEWCOMER PLOW & HITCH		
	SNOW PLOW SHOES	169.80
	CUTTING EDGE SNOW PLOWS	445.51
	TOTAL	615.31
27. PRINTING SYSTEMS, INC.		
	TAX FORMS	149.11
28. PRIORITY HEALTH		
	HEALTH INSURANCE	3,804.59
29. REPUBLIC SERVICES		
	TRASH	281.75
30. SAUGATUCK DOUGLAS GARDEN CLUB		
	FLOWERS	1,500.00
31. SAUGATUCK DOUGLAS LIBRARY		
	PROPERTY TAXES	10,705.24
32. SAUGATUCK FIRE		
	SHORT TERM RENTALS	750.00
	PROPERTY TAXES	30,915.51
	TOTAL	31,665.51
33. SAUGATUCK PUBLIC SCHOOLS		
	PROPERTY TAXES	109,503.93
34. STANDARD INSURANCE COMPANY		
	INSURANCE	269.85
TOTAL - ALL VENDORS		502,890.96
FUND TOTALS:		
Fund 101 - GENERAL FUND		303,499.80
Fund 202 - MAJOR STREETS		7,674.65
Fund 203 - LOCAL STREETS		1,918.58
Fund 592 - WATER AND SEWER		1,000.00
Fund 661 - MOTOR POOL FUND		6,488.40
Fund 701 - CURRENT TAX FUND		182,227.67
Fund 715 - ROSE GARDEN		81.86

Bloom Sluggett, PC

15 Ionia Ave, SW, Suite 640
Grand Rapids, MI 49503
(616) 965-9340

Invoice submitted to:
City of Saugatuck
Attn: Erin Wilkinson, Clerk
102 Butler Street
PO Box 86
Saugatuck, MI 49453

January 7, 2021

Invoice # 21128

Professional Services

			<u>Hours</u>	<u>Amount</u>
12/1/2020	CHB	Email - annual dock leases; analysis (.1 hour - no charge).	0.10	NO CHARGE
	JVS	Review and revise street end template. Conference with C. Bloom. Draft transmittal.	0.40	80.00
12/2/2020	JVS	Final revision of Street End license and transmit to client.	0.10	20.00
	JVS	Review inquiry regarding short term rental signage. Review (briefly) Zoning ordinance and Code. Draft brief response to client.	0.20	40.00
12/9/2020	JVS	Review inquiry from client regarding Historic District issues. Brief review of code. Draft response to client.	0.30	60.00
12/11/2020	CHB	Email - invasive species in the river - permit issues; analysis; conference with the Interim City Manager.	0.40	80.00
	CHB	Conference with the Interim City Manager - Dunegrass - fence issue; emails; meet with Jeff S.; review of the relevant documents; analysis.	0.60	120.00
	JVS	Review Historic District follow up inquiry. Legal research of City Code. Draft response regarding review authority. Conference with C. Bloom regarding invasive species inquiry. Telephone call with client regarding several issues.	1.30	260.00

Invoice # 21128
Invoice Date January 7, 2021

		<u>Hours</u>	<u>Amount</u>
12/11/2020	JVS Telephone call with City Manager regarding several issues. Begin preliminary legal research of City Code regarding fencing issues. Draft e-memoranda to City regarding records of same. Review Swap Agreement. Draft initial response to client. Review revised Agreement and draft mark ups.	1.40	280.00
12/12/2020	CHB Draft a client email opinion regarding aquatic weed treatments and EGLE; analysis.	0.30	60.00
	CHB Meet with J. Sluggett regarding the Dune Grass marina fence issue (2x); conference with the Interim City Manager; review of the relevant documents - the fence; analysis.	0.70	140.00
	JVS Review series of e-memoranda regarding fence issues. Multiple Conference with C. Bloom regarding same. Review documentation from client. Review Zoning ordinance regarding fencing issues. Draft synopsis to client.	1.60	320.00
12/14/2020	CHB Conference with the Interim City Manager regarding the fence controversy; emails regarding the same; conference with J. Sluggett.	0.40	80.00
	CHB Draft the EGLE / weed treatment opinion email.	0.30	60.00
	JVS Exchange e-memoranda with client regarding closed session issues. Conference with C. Bloom regarding status. Review and respond to inquiry regarding closed session minutes.	0.60	120.00
	JVS Conference with C. Bloom regarding his work in ???. Draft several e-memoranda to client regarding fencing. Draft file notes. Telephone call with M. Bekker regarding background. Telephone call with K. Harrier regarding fence background.	1.50	300.00
12/15/2020	ML Review employment agreement for city manager, edit and email the same.	0.30	52.50
	CHB Work regarding the Dune Ridge - fence - marina issue; conference with J. Sluggett (3x); conference call with Cindy O. and J. Sluggett.	0.70	140.00
	CHB Email - houseboats; analysis; begin to draft a houseboat ordinance amendment.	0.20	40.00
	JVS Telephone call with C. Bloom regarding fence issues. Telephone call to C. Osman regarding same. Review notes in preparation for telephone call. Telephone call with client. Draft lengthy outline. Review multiple e-memoranda regarding same.	1.40	280.00
	JVS Review file notes. Draft status e-memoranda to client. Edit same and transmit. [NOTE: NO CHARGE AS CLIENT COURTESY]	0.80	NO CHARGE

		<u>Hours</u>	<u>Amount</u>
12/16/2020	JVS Review analysis of City Manager contract. Draft transmittal to client. Telephone call from Mayor. Draft e-memoranda to Council regarding update.	0.80	160.00
12/17/2020	CHB Draft new houseboat regulations.	0.50	100.00
12/18/2020	ML Review email, revise city manager's employment contract and email to E. Wilkonson. Review email with additional changes and discuss with J. Sluggett.	0.80	140.00
	CHB Draft the new proposed houseboat regulations; research regarding the same.	0.70	140.00
	CHB Work regarding the marina / fence matter; meet with J. Sluggett regarding the same.	0.20	40.00
	JVS Draft e-memoranda to M. Nagel regarding background for fence issue. Exchange numerous e-memoranda regarding fence matters. Conference with M. Landis regarding City Manager contract.	0.50	100.00
	JVS Multiple conferences with M. Landis regarding City Manager contract modifications. Review same.	0.40	80.00
12/21/2020	ML Draft red-lined and clean version of employment agreement for R. Heise incorporating final edits and email E. Wilkinson.	0.70	122.50
	CHB Draft the houseboat ordinance; email.	0.30	60.00
	CHB Emails - Dune Grass - fence; meet with J. Sluggett.	0.10	20.00
	JVS Exchange and review numerous e-memoranda regarding fence/privacy screen. Draft transmittal to client. Draft file notes. [NOTE: NO CHARGE AS CLIENT COURTESY]	0.40	NO CHARGE
12/22/2020	CHB Meet with J. Sluggett regarding Dune Ridge fence issues.	0.10	20.00
	JVS Review e-memoranda regarding special assessment question. Telephone call to client (left message). Review materials regarding Sellman donation. Draft transmittal regarding same.	0.40	80.00
12/23/2020	ML Email from T. Dudley; review executed documents on DeSoto parcel swap.	0.10	17.50
	CHB Draft the new houseboat ordinance; meet with J. Sluggett regarding SAD and the Dune Ridge fence matters.	0.90	180.00

Invoice # 21128
Invoice Date January 7, 2021

		<u>Hours</u>	<u>Amount</u>	
12/23/2020	JVS	Draft e-memoranda to client regarding invasive weed situation. Begin lengthy review of materials from client regarding fence background. Telephone call to K. Homan regarding invasive species payment options. Conference with C. Bloom regarding invasive species options. Conference with D. Eberle regarding matters.	1.20	240.00
	JVS	Outline and draft initial memoranda outlining probable fence matters. Draft file notes. Continue review of City materials.	1.70	340.00
12/24/2020	CHB	Draft the new houseboat ordinance; research regarding same.	0.90	180.00
	JVS	Review series of e-memoranda from client regarding fencing issues. Draft file notes.	0.30	60.00
12/26/2020	JVS	Continue review of materials from client regarding fence issue. Draft file notes.	0.60	120.00
12/28/2020	CHB	Emails - the fence and boathouse; analysis; meet with J. Sluggett regarding the same; draft the houseboat ordinance.	0.80	160.00
	JVS	Continue review of documents. Exchange multiple e-memoranda regarding DEQ/EGLLE status. Draft extensive file notes. Begin outlining background.	1.50	300.00
12/29/2020	CHB	Meet with J. Sluggett regarding the fence and boat house matters; review of documents regarding the same.	0.30	60.00
	CHB	Draft the houseboat ordinance.	0.40	80.00
	JVS	Review additional documents regarding Dune Ridge from client. Draft file notes. Exchange e-memoranda with client.	0.90	180.00
12/30/2020	JVS	Telephone call with client regarding review status. Continue review of documentation supplied by City. Begin outlining opinion letter.	1.80	360.00
	CHB	Meet with J. Sluggett regarding the marina fence and boat house matter; draft the houseboat ordinance.	0.50	100.00
12/31/2020	JVS	Review of Aquatic Docks contract. Mark up recommendations and transmit to client.	0.80	160.00
	CHB	Conference with J. Sluggett regarding the lake weed treatment matter; draft the houseboat ordinance.	0.90	180.00
		For professional services rendered	33.10	\$6,312.50



From: Erin Wilkinson, City Clerk
To: Karen Doyle Homan, Interim City Manager
Meeting Date: January 25, 2021
Subject: Special Event Application - Jane Dreyer/Saugatuck Douglas Garden Club - Community Pride

Description:

The Saugatuck Douglas Garden Club hosts an annual event called Community Pride in the parking lot next to the SCA. The event involves the garden club and 6th grade class. With the help of the students the garden club plants 42 pots with flowers to help beautify and take pride in our community.

If the mayor is available they would like him to give a quick talk explaining the importance of taking pride in our community before they start planting.

They will need help from the DPW to deliver the pots to the parking lot and provide any cones or barricades required.

Sample Motion:

Motion to **approve/deny** the Saugatuck Douglas Garden Club special event application to hold the Community Pride event and close a portion of the parking lot next to the SCA on May 26th, 2021 from 8:30 am - 11:00 am contingent on applicant signing the letter of understanding dated January 25, 2021.



January 25, 2021

Ms. Jane Dreyer
Saugatuck-Douglas Garden Club
P.O. Box 1011
Douglas, MI 49406-1011

Re: Letter of Understanding Regarding City Payment to Saugatuck Douglas Garden Club

Dear Ms. Dreyer:

This letter reflects the understanding between the City of Saugatuck and the Saugatuck-Douglas Garden Club. The City has agreed to pay \$1,500.00 to the Garden Club for Community Pride Day 2021. The City is making this payment in exchange for services offered by the Garden Club to City residents and others, including beautification activities for the greater community.

Specifically, these services are recognized by the parties to contribute to the continued community development and economic enhancement of the City. The parties recognize the contribution provided by the Garden Club's promotion of community gardens, plantings and beautification activities in the community through the placement of potted plantings at various locations throughout the City and through other beautification activities as part of Community Pride Day. In recognition of these valuable services, the City is committing to make a payment of \$1,500.00.

In order to confirm your acceptance of this letter of understanding, we request that you return a signed copy to our office.

Sincerely,

Mark Bekken, Mayor

This is to confirm the acceptance of the above-stated letter of understanding between the City of Saugatuck and the Saugatuck Douglas Garden Club.

Jane Dreyer - Saugatuck Douglas Garden Club

Date

Submitted Information:

Legal Business Name

Saugatuck Douglas Garden Club

Primary Contact Name

Jane Dreyer

Primary Contact Email

janem.dreyer@gmail.com

Primary Contact Phone Number

8102528096

Address

2618 Lakeshore Drive
Fennville, MI 49408

Is the Primary Contact the same as the Day of Event Contact? (if yes, skip to next section)

Yes

Day of Event Contact Name

Email

Phone

Event Name

Community Pride

Event Date(s)

Wednesday may 26, 2021

Event Hours

8:30am until 11:00am

Alternate Rain Date

Set-up Date

Tuesday May 25, 2021

Set-up Time

sometime when the Works department can set out the 42 pots

Clean-up Date

May 26, 2021

Clean-up Time

11:00am

What is the purpose of this event?

This project involves the garden club and the 6th grade class. With the help of the students the garden club plants 42 pots with flowers to help beautify and take pride in our community.

Please select all that apply. Non-Profit

1

If other, please describe

Estimated number of attendees

the 6th grade class

Estimated number of volunteers

20

Will music be provided during this event?

No

Time Music will begin and end

Will you have food vendors/concessions?

No

Will alcohol be served?

No

If yes, please describe what measures will be taken to prohibit the sale of alcohol to minors

Will there be fireworks?

No

Will you have yard signs?

No

If yes, how many signs will you have?

Would you like to put a banner under the Saugatuck palette sign?

No

Will you have signage at the event site?

No

If yes, please describe any signs you will have at the event site and where they will be placed

Will you have Tents?

No

If yes, how many?

If yes, what size?

Will you have Awnings?

No

If yes, how many? _1

Will you have booths?

No

If yes, how many? _2

Will you have tables?

No

If yes, how many? _3

Will you have portable toilets?

No

If yes, how many? _4

Will you have hand washing stations?

No

If yes, how many? _5

Will you have vendors?

No

Have you made arrangements for Vendor parking?

No

If yes, where do you propose your vendors park?

Will the Interurban be utilized?

No

If yes, what time(s)?

For each item you would like to use, please list the item and quantity

Do you have any additional requests for the DPW?

Will additional officers be required?

No

If yes, how many officers do you think are needed total?

Please describe any special needs you may have and what times you would like additional support

Please provide any additional information for the Police Department

Will streets need to be closed?

No

Please detail dates and times for when streets will be closed and re-opened

Will sidewalks need to be closed?

No

Describe sidewalk use including locations, closing and re-opening dates and times

Will Parking Lots need to be closed?

No

Describe parking lot use including locations, closing and reopening dates and times

We use the city parking lot next to the SCA to unload the flowers. the 6th graders meet us there and we explain how to plant the pots and water them. If the mayor is available a quick talk is given explaining the importance of taking pride in our community. then we proceed to the pots.

What parking arrangements are proposed to accommodate potential attendance?

If any documents are not attached, please explain

Applicant Digital Signature

Jane Dreyer



City Council Agenda Item Report

FROM: Cindy Osman, Planning and Zoning

TO: Karen Doyle Homan, Interim City Manager

MEETING DATE: January 25, 2021

SUBJECT: Signs in ROW for SCA Mountainfest in March 2021

DESCRIPTION

Hannah Town-Bowen, Operations Manager for the Saugatuck Center for the Arts has submitted an application for the installation of temporary signs and a banner on the Pallet Sign from March 1 through March 31, 2021. Normally, signs within the right of way (with the exception of banners) can be administratively approved. The City Council may approve a banner as an exception, as listed in section 150.30(H). The conditions for approval of the exception are as follows:

1. The sign does not create a traffic vision obstruction;
2. The sign does not create a pedestrian traffic obstruction;
3. The sign is compatible with the surroundings and is not uniquely out of character for the community;
4. The sign does not create a situation which could be detrimental to health safety, or welfare; and,
5. The banner shall be displayed for no more than three 14-day periods between January 1 and December 31 of any year. This application will “use up” two of these three allowed installations.

BUDGET ACTION REQUIRED N/A

COMMITTEE/COMMISSION REVIEW None

LEGAL REVIEW None

SAMPLE MOTION:

Motion to approve/deny the request to install a banner within the public right of way as indicated on the attached right of way sign permit application.



Right of Way Sign Application

APPLICANTS INFORMATION

APPLICATION NUMBER _____ - _____

Name _____ Address / PO Box _____
 City _____ State _____ Zip _____ Phone _____
 E-Mail _____
 Signature Hannah Town-Bowen Date _____

SIGN DESCRIPTION (ATTACH MORE SHEETS IF NECESSARY)

Type: Number of Yard Signs _____ Number of Banners _ _____
 Dates to be displayed _____
 Further Comments: _____

PLEASE INCLUDE THE FOLLOWING INFORMATION

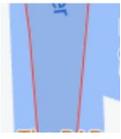
Pursuant to Section 150.30, please attach the following supporting documents when applying for sign approval

Y N NA

- Dimensions and type of each proposed sign
- Map showing the location of each sign
- Explanation of how each sign will be attached and secured

Pursuant to Section 150.30(H), please to the following questions:

- Will the signs create a traffic vision obstruction?
- Will the signs create a pedestrian traffic obstruction?
- Are the signs compatible with the surroundings and is not uniquely out of character for the community? and
- Do the signs create a situation which could be detrimental to health, safety, or welfare?





City Council Agenda Item Report

FROM: Karen Doyle Homan, Interim City Manager
TO: City Council
MEETING DATE: January 25, 2021
SUBJECT: **RESOLUTION NO. 210125-C**

DESCRIPTION

Public Act 253 of 2020 was signed into law on December 23, 2020. The Act made several changes to the poverty exemption statute (MCL 211.7u) that will impact how local units, assessors and boards of review handle the poverty tax exemption starting with 2021 tax year.

Assessor Dianna McGrew recommends the City adopt the changes by approving Resolution 210125-C A Resolution to Adopt Poverty Exemption Income Guidelines and Asset Test.

A summary of the key provisions and changes in PA 253 follows the Resolution.

BUDGET ACTION REQUIRED N/A

LEGAL REVIEW N/A

SAMPLE MOTION:

Motion to approve/deny Resolution No. 210125-C A Resolution to Adopt Poverty Exemption Income Guidelines and Asset Test.

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

RESOLUTION NO. 210125-C

**A RESOLUTION TO ADOPT POVERTY EXEMPTION INCOME GUIDELINES
AND 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 board of review, by reason of poverty, are unable to contribute to the public charges is eligible for exemption in whole or part from taxation under the General Property Tax Act; and

WHEREAS, the City Council is required by Section 7u of the General Property Tax Act, Public Act 206 of 1893 (MCL 211.7u), amended by Public Act 253 of 2020, to adopt guidelines for poverty exemptions;

NOW, THEREFORE, BE IT HEREBY RESOLVED, pursuant to MCL 211.7u, the **City of Saugatuck, Allegan County**, adopts the following guidelines for the 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 of immediately preceding year.

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

- (1) Own and occupy as a principal residence the property for which an exemption is requested. The person shall affirm this ownership and occupancy status in writing by filing a form prescribed by the state tax commission with the local assessing unit.
- (2) File a claim with the board of review on a form prescribed by the state tax commission and provided by the local assessing unit, accompanied by federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns, filed in the immediately preceding year or in the current year. Federal and state income tax returns are not required for a person residing in the principal residence if that person was not required to file a federal or state income tax return in the tax year in which the exemption under this section is claimed or in the immediately preceding tax year. If a person was not required to file a federal or state income tax return in the tax year in which the exemption under this section is claimed or in the immediately preceding tax year, an affidavit in a form prescribed by the state tax commission may be accepted in place of the federal or state income tax return. The filing of a claim under this subsection constitutes an appearance before the board of review for the purpose of preserving the claimant's right to appeal the decision of the board of review regarding the claim.
- (3) Produce a valid driver license or other form of identification if requested by the supervisor or board of review.
- (4) Produce a deed, land contract, or other evidence of ownership of the property for which an exemption is requested if required by the supervisor or board of review.
- (5) Meet the federal poverty guidelines published in the prior calendar year in the Federal Register by the United States Department of Health and Human Services under its authority to revise the poverty lines under 42 USC 9902, or alternative guidelines adopted by the governing body of the local assessing unit provided the alternative guidelines do not provide income eligibility requirements less than the federal

guidelines.

- (6) The application for exemption under this section must be filed after January 1 but before the day prior to the last day of the board of review.
- (7) The governing body of the local assessing unit shall determine and make available to the public the policy and guidelines used for the granting of exemptions under this section. If the local assessing unit maintains a website, the local assessing unit shall make the policy and guidelines, and the form described in subsection (2)(b), available to the public on the website. The guidelines must include, but are not limited to, the specific income and asset levels of the claimant and total household income and assets.
- (8) The board of review shall follow the policy and guidelines of the local assessing unit in granting or denying an exemption under this section. If a person claiming an exemption under this section is qualified under the eligibility requirements in subsection (2), the board of review shall grant the exemption in whole or in part, as follows:
 - (a) A full exemption equal to a 100% reduction in taxable value for the tax year in which the exemption is granted.
 - (b) A partial exemption equal to 1 of the following:
 - (i) A 50% or 25% reduction in taxable value for the tax year in which the exemption is granted.
 - (ii) As approved by the state tax commission, any other percentage reduction in taxable value for the tax year in which the exemption is granted, applied in a form and manner prescribed by the state tax commission.
- (9) Notwithstanding any provision of this section to the contrary, a local assessing unit may permit by resolution a principal residence exempt from the collection of taxes under this section in tax year 2019 or 2020, or both, to remain exempt under this section in tax years 2021, 2022, and 2023 without subsequent reapplication for the exemption provided there has not been a change in ownership or occupancy status of the person eligible for exemption under subsection (2) and may permit a principal residence exempt for the first time for the collection of taxes under this section in tax year 2021, 2022, or 2023 to remain exempt under this section for up to 3 additional years after its initial year of exempt status without subsequent reapplication for the exemption under subsection (2), if the person who establishes initial eligibility under subsection (2) receives a fixed income solely from public assistance that is not subject to significant annual increases beyond the rate of inflation, such as federal Supplemental Security Income or Social Security disability or retirement benefits. Both of the following apply to a person who obtains an extended exemption under this subsection:
 - (a) The person shall file with the local assessing unit, in a form and manner prescribed by the state tax commission, an affidavit rescinding the exemption as extended under this subsection within 45 days after either of the following, if applicable:
 - (i) The person ceases to own or occupy the principal residence for which the exemption was extended.
 - (ii) The person experiences a change in household assets or income that defeats eligibility for the exemption under subsection (2).
 - (b) If the person fails to file a rescission as required under subdivision (a) and the property is later determined to be ineligible for the exemption under this section, the person is subject to repayment of any additional taxes with interest as described in the subdivision. Upon discovery that the property is no longer eligible for the exemption under this section, the assessor shall remove the exemption of that property and, if the tax roll is in the local tax collecting unit's possession, amend the tax roll to reflect the removal of the exemption, and the local treasurer shall, within 30 days of the date of the discovery, issue a corrected tax bill for any additional taxes with interest at the rate of 1% per month or fraction of a month computed from the date the taxes were last payable without interest. If the tax roll is in the county treasurer's possession, the tax roll must be amended to reflect the removal of the exemption and the county treasurer shall, within 30 days of the date of the removal, prepare and submit a supplemental tax bill for any additional taxes, together with interest at the rate of 1% per month or fraction of a month computed from the date the taxes were last payable without interest. Interest on any tax set forth in a corrected or supplemental tax bill again begins to accrue 60 days after the date

the corrected or supplemental tax bill is issued at the rate of 1% per month or fraction of a month. Taxes levied in a corrected or supplemental tax bill must be returned as delinquent on the March 1 in the year immediately succeeding the year in which the corrected or supplemental tax bill is issued.

- (10) A person who files a claim under this section is not prohibited from also appealing the assessment on the property for which that claim is made before the board of review in the same year.
- (11) Notwithstanding any provision of this section to the contrary, if the assessor determines that a principal residence of a person by reason of poverty is still eligible for this exemption and the property was exempt from the collection of taxes under this section in tax year 2019 or 2020 if, on or before February 15, 2021, the governing body of the local assessing unit in which the principal residence is located adopts a resolution that continues the exemption through tax year 2021 for all principal residences within the local assessing unit that were exempt from the collection of taxes under this section in tax year 2019 or 2020, or both. The local assessing unit may require the owner of a principal residence exempt from the collection of taxes under this subsection to affirm ownership, poverty, and occupancy status in writing by filing with the local assessing unit the form prescribed by the state tax commission under subsection (2)(a).
- (12) A local assessing unit that adopts a resolution under subsection (6) or (8) must develop and implement an audit program that includes, but is not limited to, the audit of all information filed under subsection (2). If property is determined to be ineligible for exemption, as a result of an audit, the person who filed for the exemption under subsection (2) is subject to repayment of additional taxes including interest to be paid as provided in subsection (9)(b). The state tax commission shall issue a bulletin providing further guidance to local assessing units on the development and implementation of an audit program under this subsection.
- (13) As used in this section, "principal residence" means principal residence or qualified agricultural property as those terms are defined in section 7dd.

BE IT ALSO RESOLVED that the 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 should be a deviation from the policy and federal guidelines and these are communicated in writing to the claimant.

YEAS:

NAYS:

ABSTAIN:

ABSENT:

The **Mayor** declared the resolution adopted this _____ day of _____ 2021.

Signed: _____
Erin Wilkinson, City Clerk

I, _____, the duly appointed clerk for The City of Saugatuck, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by Saugatuck City Council at the regular meeting held on _____, in compliance with the Open Meetings Act, Act No 267 of the Public Acts of Michigan, 1976, as amended, and at which meeting a quorum was present by a roll call vote and said members as herein before set forth; that said resolution was ordered to take immediate effect. The minutes of the meeting were kept and will be or have been made available as

required by said Act.

Signed: _____
Erin Wilkinson, City Clerk

Summary of Changes to MCL 211.7u Poverty Exemption in Public Act 253 of 2020

Public Act 253 of 2020 was signed into law on December 23, 2020. The Act made several changes to the poverty exemption statute (MCL 211.7u) that will impact how local units, assessors, and boards of review handle the exemption starting with the 2021 tax year:

- Removes the word “supervisor” from statute, making it clear that only the Board of Review can grant/deny poverty exemption
- Clarifies that the federal income levels used are those adopted in the *prior* tax year (2020 federal levels are used for 2021 exemptions)
- Requires the local unit to make the policy, guidelines and application form available on their website
- Removes the ability for Boards of Review to deviate from the adopted policy/guidelines for “substantial and compelling reasons”
- Local units can adopt a resolution that allows an exemption granted in 2019 or 2020 to carry forward to 2021, 2022 and 2023 for those persons who receive a fixed income solely from public assistance that is not subject to significant annual increases (Federal Supplemental Security Income, Social Security disability or retirement benefits). Local units can also adopt a resolution for any new exemptions in 2021, 2022 or 2023 to remain exempt for up to 3 years for persons who receive a fixed income (MCL 211.7u(6))
- Local units can carry a poverty exemption forward that was granted in 2019 or 2020 for the 2021 tax year, without an application or protest to the Board of Review. **Local units must adopt a resolution by February 15, 2021 to carry the exemption forward** (MCL211.7u(8))
- If a person meets all eligibility requirements in statute, the Board of Review must grant a full exemption equal to a 100% reduction in taxable value OR a partial exemption equal to a 25% or 50% reduction in taxable value OR any other percentage reduction in taxable value approved by the STC

A person receiving the extended exemption in MCL 211.7u(6) for up to 3 years due to receiving a fixed income is required to file an affidavit rescinding the exemption within 45 days of no longer being eligible for the exemption.

Local units that adopt a resolution to extend the poverty exemption for up to 3 years for those persons who receive a fixed income solely from public assistance **or** local units that carry the 2019/2020 granted poverty exemptions forward to 2021 must implement an audit program and if found ineligible, the person is subject to repayment of the taxes plus interest.

Local units may need to revise their guidelines, policies, etc to implement the changes in statute. This includes revised guidelines that remove any other calculation of the taxable value for approved poverty exemptions, i.e. formulas that take into consideration the homestead tax credit to calculate the property tax liability and revised TV based on that calculated tax liability. The guidelines may only provide for a full exemption equal to a 100% reduction in taxable value (TV of 0) or a partial exemption equal to a 25% reduction or 50% reduction in taxable value, or any other percentage reduction approved by the State Tax Commission.

PA 253 requires the State Tax Commission to issue a bulletin on how to develop and implement the audit program for the extended poverty exemption provisions in MCL 211.7u(6) and (8). The State Tax Commission will also be working to create the statutorily required poverty application form and other necessary forms and guidance.

Act No. 253
Public Acts of 2020
Approved by the Governor
December 22, 2020
Filed with the Secretary of State
December 22, 2020
EFFECTIVE DATE: December 22, 2020

**STATE OF MICHIGAN
100TH LEGISLATURE
REGULAR SESSION OF 2020**

Introduced by Senators Runestad and Chang

ENROLLED SENATE BILL No. 1234

AN ACT to amend 1893 PA 206, entitled "An act to provide for the assessment of rights and interests, including leasehold interests, in property and the levy and collection of taxes on property, and for the collection of taxes levied; making those taxes a lien on the property taxed, establishing and continuing the lien, providing for the sale or forfeiture and conveyance of property delinquent for taxes, and for the inspection and disposition of lands bid off to the state and not redeemed or purchased; to provide for the establishment of a delinquent tax revolving fund and the borrowing of money by counties and the issuance of notes; to define and limit the jurisdiction of the courts in proceedings in connection with property delinquent for taxes; to limit the time within which actions may be brought; to prescribe certain limitations with respect to rates of taxation; to prescribe certain powers and duties of certain officers, departments, agencies, and political subdivisions of this state; to provide for certain reimbursements of certain expenses incurred by units of local government; to provide penalties for the violation of this act; and to repeal acts and parts of acts," by amending section 7u (MCL 211.7u), as amended by 2012 PA 135.

The People of the State of Michigan enact:

Sec. 7u. (1) The principal residence of a person who, in the judgment of the supervisor and board of review, by reason of poverty, is unable to contribute toward the public charges is eligible for exemption in whole or in part from the collection of taxes under this act. This section does not apply to the property of a corporation.

(2) To be eligible for exemption under this section, a person shall, subject to subsections (6) and (8), do all of the following on an annual basis:

(a) Own and occupy as a principal residence the property for which an exemption is requested. The person shall affirm this ownership and occupancy status in writing by filing a form prescribed by the state tax commission with the local assessing unit.

(b) File a claim with the board of review on a form prescribed by the state tax commission and provided by the local assessing unit, accompanied by federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns, filed in the immediately preceding year or in the current year. Federal and state income tax returns are not required for a person residing in the principal residence if that person was not required to file a federal or state income tax return in the tax year in which the exemption under this section is claimed or in the immediately preceding tax year. If a person was not required to file a federal or state income tax return in the tax year in which the exemption under this section is claimed or in the immediately preceding tax year, an affidavit in a form prescribed by the state tax commission may be accepted in place of the federal or state income tax return. The filing of a claim under this subsection constitutes an appearance before the board of review for the purpose of preserving the claimant's right to appeal the decision of the board of review regarding the claim.

(c) Produce a valid driver license or other form of identification if requested by the supervisor or board of review.

(d) Produce a deed, land contract, or other evidence of ownership of the property for which an exemption is requested if required by the supervisor or board of review.

(e) Meet the federal poverty guidelines published in the prior calendar year in the Federal Register by the United States Department of Health and Human Services under its authority to revise the poverty line under 42 USC 9902, or alternative guidelines adopted by the governing body of the local assessing unit provided the alternative guidelines do not provide income eligibility requirements less than the federal guidelines.

(3) The application for an exemption under this section must be filed after January 1 but before the day prior to the last day of the board of review.

(4) The governing body of the local assessing unit shall determine and make available to the public the policy and guidelines used for the granting of exemptions under this section. If the local assessing unit maintains a website, the local assessing unit shall make the policy and guidelines, and the form described in subsection (2)(b), available to the public on the website. The guidelines must include, but are not limited to, the specific income and asset levels of the claimant and total household income and assets.

(5) The board of review shall follow the policy and guidelines of the local assessing unit in granting or denying an exemption under this section. If a person claiming an exemption under this section is qualified under the eligibility requirements in subsection (2), the board of review shall grant the exemption in whole or in part, as follows:

(a) A full exemption equal to a 100% reduction in taxable value for the tax year in which the exemption is granted.

(b) A partial exemption equal to 1 of the following:

(i) A 50% or 25% reduction in taxable value for the tax year in which the exemption is granted.

(ii) As approved by the state tax commission, any other percentage reduction in taxable value for the tax year in which the exemption is granted, applied in a form and manner prescribed by the state tax commission.

(6) Notwithstanding any provision of this section to the contrary, a local assessing unit may permit by resolution a principal residence exempt from the collection of taxes under this section in tax year 2019 or 2020, or both, to remain exempt under this section in tax years 2021, 2022, and 2023 without subsequent reapplication for the exemption, provided there has not been a change in ownership or occupancy status of the person eligible for exemption under subsection (2), and may permit a principal residence exempt for the first time from the collection of taxes under this section in tax year 2021, 2022, or 2023 to remain exempt under this section for up to 3 additional years after its initial year of exempt status without subsequent reapplication for the exemption, provided there has not been a change in ownership or occupancy status of the person eligible for exemption under subsection (2), if the person who establishes initial eligibility under subsection (2) receives a fixed income solely from public assistance that is not subject to significant annual increases beyond the rate of inflation, such as federal Supplemental Security Income or Social Security disability or retirement benefits. Both of the following apply to a person who obtains an extended exemption under this subsection:

(a) The person shall file with the local assessing unit, in a form and manner prescribed by the state tax commission, an affidavit rescinding the exemption as extended under this subsection within 45 days after either of the following, if applicable:

(i) The person ceases to own or occupy the principal residence for which the exemption was extended.

(ii) The person experiences a change in household assets or income that defeats eligibility for the exemption under subsection (2).

(b) If the person fails to file a rescission as required under subdivision (a) and the property is later determined to be ineligible for the exemption under this section, the person is subject to repayment of any additional taxes with interest as described in this subdivision. Upon discovery that the property is no longer eligible for the exemption under this section, the assessor shall remove the exemption of that property and, if the tax roll is in the local tax collecting unit's possession, amend the tax roll to reflect the removal of the exemption, and the local treasurer shall, within 30 days of the date of the discovery, issue a corrected tax bill for any additional taxes with interest at the rate of 1% per month or fraction of a month computed from the date the taxes were last payable without interest. If the tax roll is in the county treasurer's possession, the tax roll must be amended to reflect the removal of the exemption and the county treasurer shall, within 30 days of the date of the removal, prepare and submit a supplemental tax bill for any additional taxes, together with interest at the rate of 1% per month or fraction of a month computed from the date the taxes were last payable without interest. Interest on any tax set forth in a corrected or supplemental tax bill again begins to accrue 60 days after the date the corrected or supplemental tax bill is issued at the rate of 1% per month or fraction of a month. Taxes levied in a corrected or supplemental tax bill must be returned as delinquent on the March 1 in the year immediately succeeding the year in which the corrected or supplemental tax bill is issued.

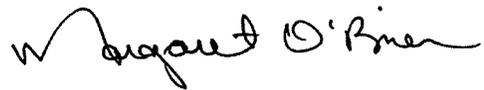
(7) A person who files a claim under this section is not prohibited from also appealing the assessment on the property for which that claim is made before the board of review in the same year.

(8) Notwithstanding any provision of this section to the contrary, if the assessor determines that a principal residence of a person by reason of poverty is still eligible for this exemption and the property was exempt from the collection of taxes under this section in tax year 2019 or 2020, or both, the property shall remain exempt from the collection of taxes under this section through tax year 2021 if, on or before February 15, 2021, the governing body of the local assessing unit in which the principal residence is located adopts a resolution that continues the exemption through tax year 2021 for all principal residences within the local assessing unit that were exempt from the collection of taxes under this section in tax year 2019 or 2020, or both. The local assessing unit may require the owner of a principal residence exempt from the collection of taxes under this subsection to affirm ownership, poverty, and occupancy status in writing by filing with the local assessing unit the form prescribed by the state tax commission under subsection (2)(a).

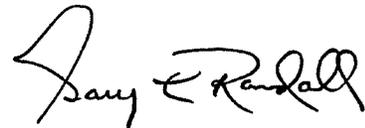
(9) A local assessing unit that adopts a resolution under subsection (6) or (8) must develop and implement an audit program that includes, but is not limited to, the audit of all information filed under subsection (2). If property is determined to be ineligible for exemption as a result of an audit, the person who filed for the exemption under subsection (2) is subject to repayment of additional taxes including interest to be paid as provided in subsection (6)(b). The state tax commission shall issue a bulletin providing further guidance to local assessing units on the development and implementation of an audit program under this subsection.

(10) As used in this section, "principal residence" means principal residence or qualified agricultural property as those terms are defined in section 7dd.

This act is ordered to take immediate effect.



Secretary of the Senate



Clerk of the House of Representatives

Approved _____

Governor



City Council Agenda Item Report

FROM: Karen Doyle Homan

MEETING DATE: January 25, 2021

SUBJECT: 2nd Amendment Employment Agreement with Interim City Manager

DISCUSSION

City Manager Ryan Heise will start on February 1, 2021. The last date of my contract as interim is January 29, 2021. Mayor Bekken, Ryan and myself have discussed my working an additional week to assist with a smooth transition. If this is something Council desires, I would be happy to stay another week.

Please find attached the Second Amendment to Employment Agreement between the City of Saugatuck and Karen Doyle Homan. There is no change in the terms of the agreement except to extend the termination date by one (1) week. The new termination date is at the close of business on February 5, 2021.

BUDGET ACTION REQUIRED: N/A

LEGAL REVIEW: Reviewed by City Attorney Jeff Sluggett

SAMPLE MOTION:

Motion to **approve/deny** the Second Amendment Employment Agreement between the City of Saugatuck and Karen Doyle Homan

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment to Employment Agreement (“Second Amendment”) is made as of January 25, 2021, between the City of Saugatuck, a Michigan municipal corporation, whose business address is 102 Butler Street, Saugatuck, Michigan 49453, as the employer (“Saugatuck”) and Karen Doyle Homan, whose address 5836 Woodbriar Drive, NE, Belmont, Michigan 49306, as the employee (“Interim Manager”).

RECITALS

- A. Saugatuck and the Interim Manager entered into an Employment Agreement dated September 14, 2020 (“Employment Agreement”) by which Saugatuck employed the Interim Manager on a temporary basis to serve as Saugatuck’s City Manager.
- B. The original term of the Employment Agreement expired on December 1, 2020.
- C. The First Amendment to the Employment Agreement called for an additional period of two months to allow Saugatuck sufficient time to find and retain a new City Manager. The extended term is set to expire January 29, 2021.
- D. The parties desire to extend the term of the Employment Agreement for an additional period of one week (or such other date agreed to by the parties in writing) to allow for a one-week overlap with the new City Manager.

Now, therefore, for good and valuable consideration referred to herein, the parties agree as follows:

1. Amendment of Section 3 of the Employment Agreement. That Section 3 of the Employment Agreement shall be amended to read in full as follows:

3. Compensation. Saugatuck shall pay Interim Manager a weekly fee of \$2,000.00 for her services to Saugatuck and she shall receive no other compensation or benefits of any kind except as expressly set forth herein.

2. Amendment of Section 8 of the Employment Agreement. That Section 8 of the Employment Agreement shall be amended to read in full as follows:

8. Term and Termination. The term of this Agreement and Interim Manager’s employment under it shall begin on the Starting Date and shall terminate at the close of business on February 5, 2021 or such other date agreed to by the parties in writing. In addition, this Agreement and Interim Manager’s employment pursuant to it may be terminated as follows:

(a) By Saugatuck, in its sole discretion, upon thirty (30) days prior written notice to Interim Manager.

(b) By Interim Manager, in her sole discretion, upon thirty (30) days prior written notice to Saugatuck.

(c) By action of the Saugatuck City Council, to take effect immediately, for any of the following reasons:

(i) Conviction or a plea of no contest to a felony by Interim Manager;

(ii) Misconduct, whether during or outside the course of employment, which substantially impairs Interim Manager’s ability to function effectively as Interim City Manager or which brings disrepute to the office of Saugatuck City Manager;

(iii) Gross negligence in the performance of duties;

(iv) Fraud or embezzlement;

(v) Dishonesty, intentional falsification of records or documents, financial improprieties, misuse of position for personal gain, or deliberate misrepresentation of material facts to the Saugatuck City Council;

(vi) Willful neglect or abandonment of Interim Manager’s duties;

(vii) Drug test confirming the use of illegal substances, or intoxication while working;

(viii) Violations of federal or state laws, the Saugatuck Charter and the Code of Ordinances of the Saugatuck which would expose the Saugatuck to civil liability and/or affect the validity and enforceability of Saugatuck actions; or

(ix) Material breach of this Agreement.

3. Remaining Terms Unchanged. Except as expressly set forth in this Second Amendment, all terms and provisions of the Employment Agreement, as amended, shall be and remain in effect.

The parties have signed this Agreement as of the date first written above.

CITY OF SAUGATUCK

KAREN DOYLE HOMAN

By: _____

Its: _____

By: _____

Its: _____

EMPLOYMENT AGREEMENT

This Employment Agreement is made as of September 14, 2020, between the City of Saugatuck, a Michigan municipal corporation, whose business address is 102 Butler Street, Saugatuck, Michigan 49453, as the employer (“Saugatuck”) and Karen Doyle Homan, whose address 5836 Woodbriar Drive, NE, Belmont, Michigan 49306, as the employee (“Interim Manager”).

1. Employment.

(a) On September 14, 2020, the Saugatuck Council selected Interim Manager to serve as the Saugatuck’s Interim City Manager, which employment is at the pleasure of the Saugatuck Council.

(b) From time to time, the Saugatuck Council may appoint Interim Manager to serve, or as a result of her employment as Interim City Manager she may serve, in other offices or on other boards, commissions and other bodies as permitted by law and as directed by the Saugatuck Council. Interim Manager agrees that her terms of such offices or on such bodies will be coterminous with her employment as Interim Saugatuck Manager, so that her resignation from or the Saugatuck Council’s termination of her employment as Interim City Manager shall serve as her resignation from such other offices and bodies without further action of the parties.

(c) Interim Manager shall begin her employment pursuant to this Agreement beginning on September 15, 2020 (“Starting Date”).

2. Duties. Interim Manager shall fulfill the duties of City Manager of Saugatuck as directed, required and permitted by state law, the Saugatuck City Charter, the Code of Ordinances of the City of Saugatuck and actions of the Saugatuck City Council. She shall perform such duties in an efficient and conscientious manner, exercising her discretion, judgment and authority in the best interests of Saugatuck and in compliance with all applicable laws, rules, regulations, orders and directives of any officer or agency of competent jurisdiction.

3. Compensation. Saugatuck shall pay Interim Manager a weekly fee of \$2,000.00 for her services to Saugatuck and she shall receive no other compensation or benefits of any kind except as expressly set forth herein. She shall be paid on the same schedule as Saugatuck department heads are paid.

4. Insurance Benefits. Saugatuck shall provide and pay for all state-mandated workers’ compensation coverages for Interim Manager’s employment. No other benefits will be provided to Interim Manager under this Agreement.

5. Withholding. At Interim Manager’s request, and to the extent and in the manner otherwise authorized by law, Saugatuck shall make payroll withholdings. Interim Manager shall be solely liable for any tax liability or tax consequences relative to her receipt of income as provided for hereunder.

6. Liability and Insurance. Saugatuck shall hold Interim Manager harmless from, indemnify her for and defend her against any threatened, pending or completed claim, demand, suit, settlement, judgment, award or civil, criminal, administrative or investigative

proceeding or action which results from her performance of her duties under this Agreement. However, the Saugatuck shall have no such obligation if she did not act in good faith or knowingly violated applicable laws, rules, regulations, guidelines, orders, directives or policies. With respect to any criminal proceeding, Saugatuck shall have no obligation under this provision unless Interim Manager had no reasonable cause to believe her conduct was unlawful. Saugatuck shall obtain and maintain liability insurance which provides coverage for Interim Manager for her good faith acts in the performance of her duties under this Agreement. The limits of Saugatuck's obligations under this section are to provide coverage or indemnification for liability of up to \$2,000,000. Saugatuck may provide additional coverage or indemnification, but it is not obligated to do so.

7. **Additional Benefits.** Saugatuck shall reimburse Interim Manager for legitimate business expenses she reasonably incurs in performing her duties under this Agreement, to the extent such expenses and the reimbursement requests comply with any Saugatuck policies and procedures. Except as expressly provided for in this Agreement, Interim Manager shall not be entitled to receive any coverages or benefits otherwise offered to Saugatuck's employees.

8. **Term and Termination.** The term of this Agreement and Interim Manager's employment under it shall begin on the Starting Date and, unless extended in writing on terms that are agreeable to both Saugatuck and Interim Manager, it shall terminate at the close of business on December 1, 2020. In addition, this Agreement and Interim Manager's employment pursuant to it may be terminated as follows:

(a) By Saugatuck, in its sole discretion, upon thirty (30) days prior written notice to Interim Manager.

(b) By Interim Manager, in her sole discretion, upon thirty (30) days prior written notice to Saugatuck.

(c) By action of the Saugatuck City Council, to take effect immediately, for any of the following reasons:

- (i) Conviction or a plea of no contest to a felony by Interim Manager;
- (ii) Misconduct, whether during or outside the course of employment, which substantially impairs Interim Manager's ability to function effectively as Interim City Manager or which brings disrepute to the office of Saugatuck City Manager;
- (iii) Gross negligence in the performance of duties;
- (iv) Fraud or embezzlement;
- (v) Dishonesty, intentional falsification of records or documents, financial improprieties, misuse of position for personal gain, or deliberate misrepresentation of material facts to the Saugatuck City Council;
- (vi) Willful neglect or abandonment of Interim Manager's duties;
- (vii) Drug test confirming the use of illegal substances, or intoxication while working;
- (viii) Violations of federal or state laws, the Saugatuck Charter and the Code of Ordinances of the Saugatuck which would expose the Saugatuck to

civil liability and/or affect the validity and enforceability of Saugatuck actions; or

(ix) Material breach of this Agreement.

9. Miscellaneous.

(a) This is the entire agreement between the parties and it supersedes and replaces all prior agreements between the parties regarding its subject matter. It may not be modified except in writing, signed by both parties. It shall not be affected by any course of dealing. The captions are for reference only and shall not affect its interpretation.

(b) Neither party may assign its rights, duties or interests in this Agreement without the prior written consent of the other party.

(c) Any notices shall be made in writing to the above addresses or such other addresses as requested by notice and shall be made by personal delivery or by postage prepaid United States first-class mail and shall be deemed completed when actually received or, if by first-class mail, five business days after mailing.

The parties have signed this Agreement as of the date first written above.

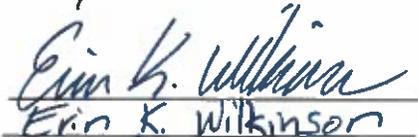
CITY OF SAUGATUCK

KAREN DOYLE HOMAN

By: 



Its: Mayor

By: 

Its: Clerk

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (“First Amendment”) is made as of November __, 2020, between the City of Saugatuck, a Michigan municipal corporation, whose business address is 102 Butler Street, Saugatuck, Michigan 49453, as the employer (“Saugatuck”) and Karen Doyle Homan, whose address 5836 Woodbriar Drive, NE, Belmont, Michigan 49306, as the employee (“Interim Manager”).

RECITALS

- A. Saugatuck and the Interim Manager entered into an Employment Agreement dated September 14, 2020 (“Employment Agreement”) by which Saugatuck employed the Interim Manager on a temporary basis to serve as Saugatuck’s City Manager.
- B. The original term of the Employment Agreement expires on December 1, 2020.
- C. The parties desire to extend the term of the Employment Agreement for an additional period of two months (or such other date agreed to by the parties in writing) to allow Saugatuck sufficient time to find and retain a new City Manager.

Now, therefore, for good and valuable consideration referred to herein, the parties agree as follows:

1. Amendment of Section 3 of the Employment Agreement. That Section 3 of the Employment Agreement shall be amended to read in full as follows:

3. Compensation. Saugatuck shall pay Interim Manager a weekly fee of \$2,000.00 for her services to Saugatuck and she shall receive no other compensation or benefits of any kind except as expressly set forth herein. For the period of December 1, 2020 through December 31, 2020 the Interim Manager shall be paid on or after January 1, 2021 at such time as directed by the Interim Manager in writing. Thereafter, for the remainder of the term of the Employment Agreement as amended, she shall be paid on the same schedule as Saugatuck department heads are paid.

2. Amendment of Section 8 of the Employment Agreement. That Section 8 of the Employment Agreement shall be amended to read in full as follows:

8. Term and Termination. The term of this Agreement and Interim Manager’s employment under it shall begin on the Starting Date and shall terminate at the close of business on January 29, 2021 or such other date agreed to by the parties in writing. In addition, this Agreement and Interim Manager’s employment pursuant to it may be terminated as follows:

- (a) By Saugatuck, in its sole discretion, upon thirty (30) days prior written notice to Interim Manager.
- (b) By Interim Manager, in her sole discretion, upon thirty (30) days prior written notice to Saugatuck.
- (c) By action of the Saugatuck City Council, to take effect immediately,

for any of the following reasons:

- (i) Conviction or a plea of no contest to a felony by Interim Manager;
- (ii) Misconduct, whether during or outside the course of employment, which substantially impairs Interim Manager's ability to function effectively as Interim City Manager or which brings disrepute to the office of Saugatuck City Manager;
- (iii) Gross negligence in the performance of duties;
- (iv) Fraud or embezzlement;
- (v) Dishonesty, intentional falsification of records or documents, financial improprieties, misuse of position for personal gain, or deliberate misrepresentation of material facts to the Saugatuck City Council;
- (vi) Willful neglect or abandonment of Interim Manager's duties;
- (vii) Drug test confirming the use of illegal substances, or intoxication while working;
- (viii) Violations of federal or state laws, the Saugatuck Charter and the Code of Ordinances of the Saugatuck which would expose the Saugatuck to civil liability and/or affect the validity and enforceability of Saugatuck actions; or
- (ix) Material breach of this Agreement.

3. Remaining Terms Unchanged. Except as expressly set forth in this First Amendment, all terms and provisions of the Employment Agreement shall be and remain in effect.

The parties have signed this Agreement as of the date first written above.

CITY OF SAUGATUCK

KAREN DOYLE HOMAN

By: 



Its: Mayor

By: 

Its: City Clerk



13E

FROM: Erin Wilkinson
MEETING DATE: January 25, 2021
SUBJECT: 2021 Boat Slip Management Agreement

DESCRIPTION:
2021 boat slip management agreement between the City of Saugatuck and Sergeant Marina for the management of boat slips #1 thru #4 located at the Griffith Street-end and a portion of Coghlin Park.

The revenues collected by the City over the last 12 years from this agreement are as follows:

2020	\$5,432.05
2019	\$2,156.40 (* Due to high water levels slip rentals were down.)
2018	\$5,831.00
2017	\$6,097.20
2016	\$6,501.60
2015	\$6,328.20
2014	\$7,681.40
2013	\$6,840.20
2012	\$5,347.70
2011	\$7,152.16
2010	\$6,947.70
2009	\$7,393.26

Budget Action Required
N/A

Committee/COMMISSION Recommendation
N/A

LEGAL REVIEW

Municipal attorney Jeff Sluggett prepared the original agreement. Dates were updated by staff.

SAMPLE MOTION:

Motion to approve/deny the 2021 Boat Slip Management Agreement between the City of Saugatuck and Sergeant Marina for the management of boat slips #1 thru #4 located at the Griffith Street-end and a portion of Coghlin Park as presented.

2021 BOAT SLIP MANAGEMENT AGREEMENT

The CITY OF SAUGATUCK, a Michigan home rule city with offices located at 102 Butler Street, Saugatuck, Michigan 49453 (“**City**”) and Sergeant Marina, a Michigan Corporation located at 31 Butler Street, Saugatuck, Michigan 49453 (“**Operator**”), enter into this 2021 Boat Slip Management Agreement (“**Agreement**”).

RECITALS

1. The City owns four (4) boat slips on Kalamazoo Lake (“**City Slips**”), as depicted in the attached Exhibit “A”.
2. The City desires to make available to the general public the City Slips for transient dockage.
3. Operator owns and operates a marina adjacent to the City Slips (“**Operator Property**”).
4. Operator is willing to oversee the rental of the City Slips and to provide certain services in connection with such rentals as more fully set forth in this Agreement.

AGREEMENT

The parties agree as follows:

1. Term. The term of this Agreement shall extend from January 25, 2021 through October 31, 2021, unless sooner terminated as provided in this Agreement.
2. Operator Obligations. Operator shall, at its sole cost and expense, oversee the rental of the City Slips and provide ancillary services to customers renting those slips. Operator’s obligations shall include:
 - 2.1. Scheduling the rental of the City Slips for transient dockage by the general public (including but not limited to slip assignment, maintenance of a waiting list, and other activities incidental to the rental of boat slips including the completion of any rental agreements utilized by Operator);
 - 2.2. Providing potable water and electrical service to each of the City Slips;
 - 2.3. Providing access for persons renting the City Slips to the bathroom and shower facilities located on the Operator Property;
 - 2.4. Providing parking for persons renting the City Slips to the vehicle parking areas located on the Operator Property;

- 2.5. Providing an on-site dock master for the City Slips; and
- 2.6. Assessing and collecting fees for rental and use of the City Slips (“**Rental Fees**”), with the Rental Fees to be determined by Operator but in no event less than those fees of other marinas located on Kalamazoo Lake that offer similar transient dockage. Operator agrees that it shall require customers to prepay all Rental Fees, which payments shall be evidenced by receipts or such other documents as the City may reasonably request.

The parties agree that Operator’s obligations shall not include maintenance, repair or replacement of the City Slips except to the extent such maintenance, repair or replacement is necessitated by the acts of Operator or any person acting at the direction or request of Operator. Operator agrees to promptly notify the City of any damage to, or condition of, the City Slips which may need repair or replacement. The Operator shall perform its obligations in compliance with all federal, state and local laws, as well as any permits issued with respect to the City Slips.

3. Operator Compensation. In consideration of its obligations, Operator shall be entitled to retain 60% of all of the Rental Fees assessed, and shall remit to the City 40% of the Rental Fees assessed. Payment of the City’s portion shall be accompanied by all documents the City may reasonably request to verify the calculation of Rental Fees and the City’s portion thereof, including without limitation all rental agreements and receipts. The amount to be paid to the City, and all supporting documentation, shall be delivered to the City on or before November 1, 2021. Additionally, the City may request at any time during the term of this Agreement that Operator provide to the City reports and other documents evidencing the rental activities with respect to the City Slips, including the amount of Rental Fees assessed and collected to date.
4. Taxes/Expenses. Operator shall pay all taxes attributable to the rental of City Slips and Operator’s provision of services hereunder. Operator shall provide and pay for all operational supplies, as well as all utilities and water service for the City Slips.
5. Relationship of the Parties. Operator shall act as an independent contractor and shall furnish the labor and all equipment and materials required in connection with the performance of its obligations under this Agreement. Nothing herein shall be deemed to grant to Operator any legal or equitable interest in the City Slips.
6. Termination. The City shall have the right to cancel this Agreement with 30 days’ prior written notice to Operator if Operator substantially or materially breaches this Agreement or Operator endangers the public health or safety with regard to the City Slips. Upon the termination by the City of this Agreement, Operator shall remit to the City 40% of all Rental Fees assessed through the date of such termination, and provide the City with all supporting documentation, within five days following such termination.

7. Indemnity. Operator agrees to hold the City (including for purposes of this paragraph, its officers and employees) harmless from, indemnify it for and defend it (with legal counsel reasonably acceptable to the City) against any liability for damages, injury or other casualty and costs or expenses, including reasonable attorneys' fees, caused or arising from any act or omission by Operator or any of its agents, servants, visitors, licensees or employees with respect to the City Slips.

8. Insurance. The City shall maintain general liability insurance with respect to the City Slips, as well as property insurance with respect to any damage or destruction of the City Slips. Operator shall be responsible for maintaining general liability insurance with respect to the performance of its obligations hereunder and with respect to the services it will provide pursuant to this Agreement. Additionally, Operator shall maintain automobile insurance in such amounts as the City may reasonably request.

9. No Assignment. This Agreement shall not be assigned, in part or in whole, without the prior written consent of the City in the City's sole and absolute discretion.

10. Third-Party Beneficiary. No person shall be deemed to be a third-party beneficiary of this Agreement.

11. Miscellaneous. This Agreement is written pursuant to the laws of the State of Michigan and was made in Allegan County, Michigan. This is the entire agreement between the parties regarding its subject matter. There are no contemporaneous agreements. It may not be modified or amended except in writing, signed by both parties. More than one copy of this Agreement may be signed, but all constitute but one agreement.

Executed this 25th day of January, 2021.

CITY OF SAUGATUCK

By _____
 Mark Bekken
 Its Mayor

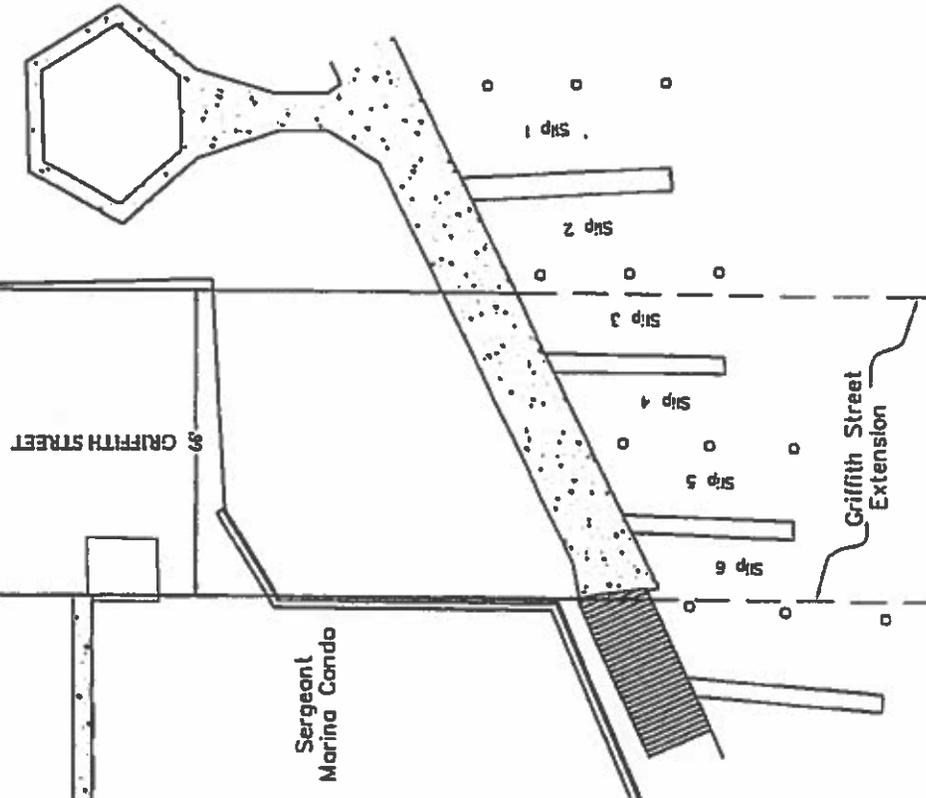
And by _____
 Erin Wilkinson
 Its City Clerk

OPERATOR

By _____

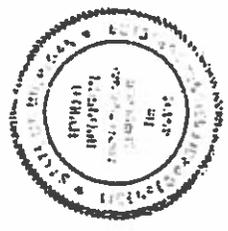
 Its _____

Date 4/18/08
 Drawn edb
 Job Number 1010801
 Phone (616) 895-7190
 Fax (616) 895-7191
 P.O. Box 410
 Allendale, MI 49401



Scale 1" = 30'
 [Symbol] = Concrete
 D = Description dimension
 M = Measured dimension
 P = Placed dimension
 ● = Set from stake
 ○ = Found from stake

Prepared For
 City of Saugatuck
 102 Duveler Street
 Saugatuck, MI 49453



By: 
 Todd D. Brennan
 Licensed Professional Surveyor No. 45494





13F

FROM: Peter Stanislawski, Treasurer / Finance Director
MEETING DATE: January 25, 2021
SUBJECT: Saugatuck Public Schools Tax Collection Agreement

DESCRIPTION

The attached agreement is between the City of Saugatuck and Saugatuck Public Schools for the collection of the Saugatuck Public Schools and the Ottawa Area Intermediate School District (OAISD) 2021 summer tax levies at a rate of \$2.75 per parcel. The other 3 municipal taxing units in the school district also have similar agreements in place. The rates of collection for other taxing units within the district are as follows:

Saugatuck Public Schools/OAISD Tax Collection rates (per parcel)

Saugatuck City = \$2.75
Douglas City = \$2.75
Laketown Township = \$3.00
Saugatuck Township = \$3.25

BUDGET ACTION REQUIRED

N/A

COMMITTEE/COMMISSION RECOMMENDATION

N/A

LEGAL REVIEW

N/A

SAMPLE MOTION:

Motion to authorize the Mayor and City Clerk to sign and enter into an agreement between the City of Saugatuck, Saugatuck Public Schools, and the OAISD for collection of the 2021 summer tax levies at a rate of \$2.75 per parcel.

**MEMORANDUM OF AGREEMENT
FEE FOR COLLECTION OF 2021 SUMMER TAXES**

WHEREAS, City/Township of _____, has, pursuant to Section 1613 of the School Code of 1976 (MCLA 380.1613 as amended), negotiated and reached an agreement with the school district of _____ (“Local School District”) on behalf of itself and the Ottawa Area Intermediate School District (“Intermediate School District”), for collection of the respective summer tax levies of the Local School District and Intermediate School District:

NOW THEREFORE, the City/Township, the Local School District, and the Intermediate School District understand and agree as follows:

1. The City/Township shall collect the respective **2021 Summer Tax Levies of the Local School District and of the Intermediate School District for an aggregate price of \$ _____. Per Parcel**, to be billed to, and paid by, the Local School District, subject to the Local School District’s rate of contribution from the Intermediate School District.
2. The above stated **2021 Summer Tax Levies will be collected at _____%**. (50% or 100%)
3. The **2021 Summer Taxes** collected by the City/Township for the Local School District and the Intermediate School District **shall be accounted for and delivered to said school districts as follows (select one):**

_____ a. Within the time prescribed by Section 43 of the General Property Tax Act (MCLA 211.43 as amended):

_____ b. If a shorter alternate delivery schedule has been negotiated and agreed upon, then such accounting and delivery shall be as follows:

Signature of City/Township Official

Signature of Local School Official

Title

Title

Date

Date

Acceptance by:

**Chris Lamer, Chief Financial Officer,
Ottawa Area Intermediate
School District**

Date



MEMORANDUM

TO: City/Township Clerks

FROM: Chris Lamer, Chief Financial Officer

DATE: January 13, 2021

RE: 2021 Summer Tax Collection

The Ottawa Area Intermediate School District Board of Education adopted a continuing Resolution on December 19, 1983 authorizing Summer Tax Collection. Adopted pursuant to Section 1613 of the School Code of 1976, this Resolution imposes Summer Tax Collection for that year, and all subsequent years in local K-12 school districts that levy summer tax. This summer tax levy is for one hundred percent of the school district's 2021 property tax levy. The Ottawa Area Intermediate School District Board of Education affirmed the continuing 1983 Resolution with adoption of the enclosed resolution at its December 16, 2020 meeting.

Pursuant to Section 1613, this letter is a formal request that your city or township collect on behalf of the Ottawa Area Intermediate School District, the ISD's 2021 Summer Property Tax levy upon property within your city or township.

Section 1613 provides that the city or township governing body shall negotiate a reasonable fee for collection of the Intermediate School District's summer property tax levy. As in previous years, the local school districts will be negotiating these fees for collection agreements on behalf of the Intermediate School District, as well as themselves. Multiple year agreements for fees to be collected may be negotiated; where they exist for some cities and townships, they may still be current.

The OAISD may refrain from collection of 2021 school property taxes in those cities and townships where the local school district will not be collecting summer taxes.

If you have questions, please feel free to contact me at 616-738-8940, extension 4037.

Enclosures: Resolution, Certificate

cc: County Equalization Departments
County Treasurers

**Ottawa Area Intermediate School District
Board of Education**

Resolution to Collect Summer 2021 Taxes

WHEREAS, the Board has, by resolution adopted on or about December 19, 1983, determined to impose a summer property tax levy, including debt service, to commence in the summer of 1984 and to continue during each subsequent summer until specifically revoked by the Board; and

WHEREAS, said continuing resolution further provided that each such summer property tax levy shall be for the total of the School District's annual school property taxes; and

WHEREAS, the Board desires to implement and enforce said continuing resolution in order to impose and collect its 2021 summer property tax levy;

NOW, THEREFORE, BE IT RESOLVED, by the Board of the Ottawa Area Intermediate School District, as follows:

1. That the Board does hereby ratify and affirm its continuing resolution, of December 19, 1983, determining to impose a summer property tax levy for the total of the School District's annual school property taxes;
2. That said continuing resolution is specifically ratified and affirmed insofar as the Board renews its determination to impose a summer property tax levy in the summer of 2021;
3. That, pursuant to said continuing resolution as herein ratified and affirmed, the Board does hereby specifically request that each city and township located in whole or in part in the School District agree to collect the School District's summer levy in 2021 for the total of the School District's annual school property taxes;
4. That the Secretary of the Board is hereby authorized and directed to communicate the Board's foregoing request to each such city and township, together with a copy of this resolution, in such a manner as to ensure that such requests are received by each such city and township before January 1, 2021; and
5. That, except as herein specifically altered or amended, the Board's continuing summer tax collection resolution, adopted on or about December 19, 1983, is hereby ratified and affirmed.

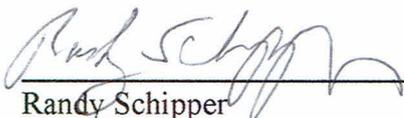
A motion was made by Randy Schipper and seconded by Ron Eding to adopt the resolution.

Roll Call Vote:

YES: Rick Dernberger, Ron Eding, Randy Schipper, John Siemion and Carol Slagh

NO: None

RESOLUTION DECLARED: adopted, 5-0.



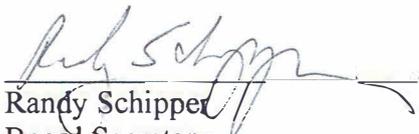
Randy Schipper

Board Secretary

Ottawa Area Intermediate School District

CERTIFICATE

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Education for the Ottawa Area Intermediate School District, at a duly noticed meeting held on December 16, 2020, at which the following Board members were present: Rick Dernberger, Ron Eding, Randy Schipper, John Siemion and Carol Slagh; that said resolution was offered by Board member Randy Schipper and supported by Board member Ron Eding that the following Board members voted in favor of the resolution: Rick Dernberger, Ron Eding, Randy Schipper, John Siemion and Carol Slagh and the following Board members voted in opposition to the resolution: None; and that public notice of the said meeting was given pursuant to and in full compliance with Michigan Act 267 of 1976, as amended, and minutes of the meeting will be kept as required by the Open Meetings Act.



Randy Schipper
Board Secretary
Ottawa Area Intermediate School District



MEMORANDUM:

TO: Superintendents
CC: Business Managers
FROM: Chris Lamer, Chief Financial Officer
DATE: December 1, 2020
RE: 2021 Summer Tax Collection

After the December 16, 2020 board meeting, we will send you a copy of the memo that will be sent to each city and township clerk within your school district notifying them of the Ottawa Area Intermediate School District's intent to levy our total 2021 property taxes in the summer of 2021.

We request that the cities and townships collect the ISD's 2021 Summer Property Tax levy on our behalf. We also ask that each governing body shall negotiate a reasonable fee for collection of the ISD summer property tax levy as provided in Section 1613 of the School Code, and that the local school districts may negotiate this fee on our behalf when negotiating their own fee for collection.

We are requesting that you negotiate our Fee for Collection Agreement, as you have done in the past. We will reimburse you for these summer tax collection costs, based on our current agreement.

We have included a PDF copy of the "Memorandum of Agreement: Fee for Collection of 2021 Summer Taxes" for you to use with each of the municipalities that fall within your district boundaries.

Please use this Memorandum of Agreement for finalization of the negotiated fee for your district and the ISD and return THREE copies for each city or township agreement, with appropriate signatures, to me. When approved by our Board in May, fully signed copies for the school district and the local governing units will be returned to you.

Your assistance with this is greatly appreciated. If you have questions, please feel free to call me at 616-738-8940, extension 4037.

Enclosure: Memorandum of Agreement Template



13G

FROM: Erin Wilkinson / City Clerk
MEETING DATE: January 25, 2021
SUBJECT: Schools Election Agreement

DESCRIPTION

Every four years the City of Saugatuck is required to sign the attached agreement with the Ottawa County Elections Coordinating Committee, to enable the county clerk to coordinate school elections. In recent years the law governing school elections was changed to shift responsibility from the schools to county clerks, in an effort to ensure continuity in administering elections.

BUDGET ACTION REQUIRED

N/A

COMMITTEE/COMMISSION RECOMMENDATION

N/A

LEGAL REVIEW

N/A

SAMPLE MOTION:

Motion to authorize the City Clerk to sign and enter into the attached agreement between the City of Saugatuck, and the Ottawa Area Intermediate School District Election Coordinating Committee regarding the conduct of school district elections.

**OTTAWA AREA INTERMEDIATE SCHOOL DISTRICT
ELECTION COORDINATING COMMITTEE
REPORT/AGREEMENT TO SECRETARY OF STATE
FOR CONDUCT OF SCHOOL DISTRICT ELECTIONS**

**Ottawa County, Michigan
Effective: January 2021**

SCHOOL DISTRICT: Ottawa Area Intermediate School District

COUNTY: Ottawa, Allegan, and Muskegon Counties

COMPONENT JURISDICTIONS: Coopersville City
Ferrysburg City
Grand Haven City
Holland City
Hudsonville City
Zeeland City
Allendale Township
Blendon Township
Chester Township
Crockery Township
Georgetown Township
Grand Haven Township
Holland Township
Jamestown Township
Olive Township
Park Township
Polkton Township
Port Sheldon Township
Robinson Township
Spring Lake Township
Tallmadge Township
Wright Township
Zeeland Township
Saugatuck City/Allegan County
Village of Douglas/Allegan County
Fillmore Township/Allegan County
Heath Township/Allegan County
Laketown Township/Allegan County
Manlius Township/Allegan County

Monterey Township/Allegan County
Overisel Township/Allegan County
Saugatuck Township/Allegan County
Salem Township/Allegan County
Norton Shores City/Muskegon County
Ravenna Township/Muskegon County
Sullivan Township/Muskegon County

ELECTION COORDINATOR:

Justin F. Roebuck,
Ottawa County Clerk

**ELECTION COORDINATING
COMMITTEE MEMBERS:**

Kimberly Borgman, Coopersville City Clerk
Debbie Wierenga, Ferrysburg City Clerk
Linda Browand, Grand Haven City Clerk
Kathy Grimm, Holland City Clerk
Diana VanSlyke, Hudsonville City Clerk
Pam Holmes, Zeeland City Clerk
Jody Hansen, Allendale Township Clerk
Robin Overway, Blendon Twp. Clerk
Helen Dietrich, Chester Township Clerk
Kathleen Buchanan, Crockery Twp. Clerk
Ryan Kidd, Georgetown Twp. Clerk
Laurie Larsen, Grand Haven Twp. Clerk
Michael Dalman, Holland Township Clerk
Candy DeHaan, Jamestown Township Clerk
Lona Bronkema, Olive Township Clerk
E.O. Keeter, Park Township Clerk
Connie Langeland, Polkton Township Clerk
Teresa DeGraaf, Port Sheldon Twp. Clerk
Christine Saddler, Robinson Township Clerk
H. Carolyn Boersma, Spring Lake Twp.
Clerk
Lenore Cook, Tallmadge Township Clerk
Theresa Frank, Wright Township Clerk
Kate Kraak, Zeeland Township Clerk
Erin Wilkinson, Saugatuck City Clerk
Pamela Aalderink, Village of Douglas Clerk
Elaine Mokma, Fillmore Township Clerk
Missy Harvey, Heath Township Clerk
Michelle Sall, Laketown Township Clerk
Kathy Lubbers, Manlius Township Clerk
Megan Frank, Monterey Township Clerk

Renee Hop, Overisel Township Clerk
Abby Bigford, Saugatuck Township Clerk
Betty Brower, Salem Township Clerk
Shelly Stibitz, Norton Shores City Clerk
Penny Sherman, Ravenna Township Clerk
Libby Spencer, Sullivan Township Clerk
Bob Genetski, Allegan County Clerk
Nancy Waters, Muskegon County Clerk
Randy Schipper, Secretary of the Board of
Education

**ELECTION COORDINATING
COMMITTEE MEETING:**

January 28, 2021

This report/agreement outlines the duties and responsibilities for conducting elections in the Ottawa Area Intermediate School District for a four-year period expiring January 2, 2025.

**CONDUCT OF ELECTIONS FOR THE OTTAWA AREA INTERMEDIATE
SCHOOL DISTRICT:**

ELECTION COORDINATOR DUTIES AND RESPONSIBILITIES

The County Clerk shall serve as the “Election Coordinator” for the Ottawa Area Intermediate School District and shall perform the following duties:

- a. Receive filing fees or nominating petitions and affidavits of identity from candidates for school board [MCL 168.301];
- b. Receive requests from the school board to hold special elections [MCL 168.301, MCL 168.646(a)];
- c. Certify candidates [MCL 168.301];
- d. Receive notices of withdrawal of candidates for school board [MCL 168.303];
- e. Receive ballot proposal language by resolution of the school board [MCL 168.301, MCL 168.646(a)];
- f. Receive petitions for special elections called pursuant to MCL 168.641(4). [See also: MCL 168.302(a) & MCL 168.646(a)];
- g. Schedule any special election called pursuant to MCL 168.641(4);
- h. Set up, proof, and print ballots;
- i. Order precinct supply kits;
- j. Program and code voting equipment;
- k. Publish the “Notice of Close of Registration” and “Notice of Election”;

- l. Present election results to the County Board of Canvassers for the Official Canvass of the school election [MCL 168.307];
- m. Provide election day support;
- n. Maintain certified records of the Board of Canvassers of the election results and provide copies to the school district Superintendent. Also, provide copies to the County Treasurer and to others as may be applicable;
- o. Provide notice to the individuals declared elected to the office of school board member within 5 days after canvass certification [MCL 168.308];
- p. Execute and deliver to the individual declared elected a “Certificate of Election” [MCL 168.308];
- q. Present a verified account of the actual costs of conducting any school election not later than **84** days after the date of that election to the school Superintendent [MCL 168.315];
- r. Perform any other functions necessary to conduct school elections in accordance with applicable law.
- s. Perform the necessary testing of voting equipment and publish the appropriate “Notice” for such test;
- t. Train election inspectors [MCL 168.683].
- u. If required, publish a Treasurer’s Notice along with the Notice of Election (See MCL 211.202, MCL 211.203 & MCL 211.24f)
- v. Perform any other functions necessary to conduct school elections in accordance with applicable law.

COORDINATING COMMITTEE MEMBERS DUTIES AND RESPONSIBILITIES:

Township/City Clerks as Coordinating Committee Members shall perform the following duties

- a. Conduct each election of the school district utilizing municipal precincts and polling locations [MCL 168.301];
- b. Conduct each election requested by the school board to submit a ballot question to the public or to fill a vacancy on the school board [MCL 168.301];
- c. Provide voting equipment [MCL 168.301];
- d. Issue, distribute, receive, and process absent voter ballots (A.V. ballots) [MCL 168.301];
- e. Be available on the Saturday prior to the election to issue A.V. ballots [MCL 168.759];
- f. Coordinate the hiring and scheduling of election inspectors for each precinct;
- g. Set up precincts for election day;
- h. Store voted ballots;
- i. Present a verified account of the actual costs of conducting a school election not later than **14 days** after the date of that election to the Secretary of the Board of Education;
- j. By resolution of the City/Township Election Commission and pursuant to MCL 168.659, consolidate precincts in instances where the precincts to be consolidated are located in the same polling place.

- k. Keep permanent absentee voter lists;
- l. Print all necessary Qualified Voter Lists;
- m. Perform any other functions necessary to conduct school elections in accordance with applicable law.

NON-PARTICIPATING COORDINATING COMMITTEE MEMBERS DUTIES & RESPONSIBILITIES

Non-participating Township/City Clerks Coordinating Committee Members shall perform the following duties:

- a. Distribute, receive and process AV ballot applications;
- b. Be available for at least 8 hours on the weekend prior to the election to verify AV applications, pursuant to MCL 168.761b;
- c. Be available on the Monday prior to the election to verify AV applications;
- d. Be available on Election Day from 7am to 8pm for the purposes of voter registration and issuing the voter a receipt stating that they registered to vote at their city or township clerk's office on election day, pursuant to MCL 168.497.

(The voters from these township/cities eligible to vote will be assigned to the nearest precinct of one of the township/city listed above as participating.)

SECRETARY OF SCHOOL BOARD DUTIES & RESPONSIBILITIES

The Ottawa Area Intermediate School District Secretary of the Board of Education (Secretary) shall perform the following duties:

- a. At least 82 days before the election date, the Secretary shall certify to the County Clerk the wording of a ballot question to be submitted to the voters at a regular or special election at which no state or federal offices are to be voted on [MCL 168.646a].
- b. If the ballot question is submitted to the voters during an election where state or federal offices are to be voted on; the Secretary shall certify the wording to the County Clerk at least 82 days before the election [MCL 168.646a];
- c. At least 14 days before the date the ballot wording must be certified to the Clerk, the Secretary shall file petitions to place a ballot question on the ballot with the County Clerk [MCL 168.646a];
- d. Within 3 days after the appointment to fill a vacancy, the Secretary shall provide written notice of appointment to the Election Coordinator. Notice shall include name, address and office of person who vacated the office and of the person filling such vacancy [MCL 168.311];

- e. Upon receipt of billing from the Election Coordinator, the School Board shall pay costs within **14 days**, unless the School Board disapproves all or a portion of the account of actual costs for conducting the election within **84 days** after receiving the verified account [MCL 168.315];
- f. All other duties required of a Secretary to conduct the school election in accordance with applicable law.

If a special election is called on a date provided under MCL 168.641(4) by petition, the Election Coordinating Committee shall schedule a special election date. [MCL 168.641]

COUNTY ELECTION COMMISSION DUTIES & RESPONSIBILITIES

The Ottawa County Election Commission (Judge of the Probate Court, County Treasurer and County Clerk) shall perform the following duties and be responsible for:

- a. Consolidation of precincts pursuant to MCL 168.659. The County Election Commission may consider input received from the coordinating committee members relating to the consolidation of precincts.
- b. Ballot proofing, unless delegated to the office of the County Clerk.

OTHER ISSUES

- a. This Report/Agreement may be altered or revised in writing upon the consent of the undersigned jurisdictions.
- b. As of January 1, 2021, this Report shall be governed by, and construed in accordance with, the laws of the State of Michigan.
- c. After January 1, 2021, if any clause, provision or section of this Report shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.
- d. This Report is binding on the undersigned jurisdictions until January 2, 2025, or until such time as a revised Report is filed with the State of Michigan, Department of State, Bureau of Elections.

IN WITNESS WHEREOF, the undersigned jurisdictions have executed this Report by and through their respective duly authorized representatives as of the date so indicated.

Date: January _____, 2021 _____
Ottawa County Clerk
Ottawa Area Intermediate School District
Election Coordinator

Date: January _____, 2021 _____
Coopersville City Clerk

Date: January _____, 2021 _____
Ferrysburg City Clerk

Date: January _____, 2021 _____
Grand Haven City Clerk

Date: January _____, 2021 _____
Holland City Clerk

Date: January _____, 2021 _____
Hudsonville City Clerk

Date: January _____, 2021 _____
Zeeland City Clerk

Date: January _____, 2021 _____
Allendale Township Clerk

Date: January _____, 2021 _____
Blendon Township Clerk

Date: January _____, 2021 _____
Chester Township Clerk

Date: January _____, 2021 _____
Crockery Township Clerk

Date: January _____, 2021 _____
Georgetown Township Clerk

Date: January _____, 2021 _____
Grand Haven Township Clerk

Date: January _____, 2021 _____
Holland Township Clerk

Date: January _____, 2021 _____
Jamestown Township Clerk

Date: January _____, 2021 _____
Olive Township Clerk

Date: January _____, 2021 _____
Park Township Clerk

Date: January _____, 2021 _____
Polkton Township Clerk

Date: January _____, 2021 _____
Port Sheldon Township Clerk

Date: January _____, 2021 _____
Robinson Township Clerk

Date: January _____, 2021 _____
Spring Lake Township Clerk

Date: January _____, 2021 _____
Tallmadge Township Clerk

Date: January _____, 2021 _____
Wright Township Clerk

Date: January _____, 2021 _____
Zeeland Township Clerk

Date: January _____, 2021 _____
Saugatuck City Clerk

Date: January _____, 2021 _____
Village of Douglas Clerk

Date: January _____, 2021 _____
Fillmore Township Clerk

Date: January _____, 2021 _____
Heath Township Clerk

Date: January _____, 2021 _____
Laketown Township Clerk

Date: January _____, 2021 _____
Manlius Township Clerk

Date: January _____, 2021 _____
Monterey Township Clerk

Date: January _____, 2021 _____
Overisel Township Clerk

Date: January _____, 2021 _____
Saugatuck Township Clerk

Date: January _____, 2021 _____
Salem Township Clerk

Date: January _____, 2021 _____
Norton Shores City Clerk

Date: January _____, 2021 _____
Ravenna Township Clerk

Date: January _____, 2021 _____
Sullivan Township Clerk

Date: January _____, 2021 _____
Allegheny County Clerk

Date: January _____, 2021 _____
Muskegon County Clerk

Date: January _____, 2021 _____
**Ottawa Area Intermediate School District
Secretary of Board of Education**

January 18, 2021

City of Saugatuck
102 Butler Street
Saugatuck, MI 49453

Dear City Manager and Council Members:

My family and I have been living at 399 Park St. for the last 20 years. We know how difficult it is to walk, bike, or run down Park St., especially during the peak tourist season. We truly understand the need and desire to make this unique corridor a safe avenue for tourists and residents alike. With the placement of radar signs and an increased number of patrol cars, there has been a noticeable change in the past couple of seasons when it comes to safety for pedestrians and bikers. We want to thank you for these efforts that were set in place to slow traffic down, and we understand that there is a need for continued discussion and implementation of more solutions to keep people safe.

The October 1, 2020 issue of the Commercial Record presented three options to help reduce speeders and enhance safety for non-vehicular users of Park St. Although we applaud discussions of any kind, to us these options seem extreme and expensive without much creativity to address the uniqueness of Park St. With its narrow widths, wetlands, protective dune areas, the river's bank, tourist attractions and trees that are older than many of us, the Park St. corridor is as unique as our two communities of Saugatuck and Douglas and needs to be addressed as such. The options presented seem to apply a typical residential design to Park St. without taking into account the factors listed above. Also, widening a street will most likely increase the speed of traffic and possibly lead to more accidents, two things we want to avoid.

Less aggressive and less costly options should be discussed before any decision is made. Speed bumps that can be removed in the off season should be placed strategically throughout sections of Park St. Lowering the speed limit to 15 mph by Bliss St and continuing north to Ox-Bow would help to slow traffic through one of the most dangerous and narrow areas of Park St. Installing a crosswalk by the Chain Ferry would offer a safer option for tourists to continue their journey on the other side. Adding flashing caution lights, more radar signs, additional patrol cars, and allowing residents to place signs in the right-of-way will all help to slow drivers down and keep them aware of pedestrians and cyclists.

Driving down Park St is an experience all should be able to safely enjoy whether on foot, bicycle, moped or vehicle. We can implement more safety features while preserving the existing charm and character, keeping our gateway to Lake Michigan preserved and protected.

Thank you,

Ruth and Mike Johnson
399 Park St.



To: Saugatuck City Council
From: Saugatuck Planning Commission
Date: January 21, 2021
Re: 2020 Planning Commission Activities

The purpose of this memo is to provide an overview on the activities for the Planning Commission for the 2019 calendar year. Permit activity is as follows:

Year	2020	2019	2018	2017	2016	2015	2014	2013	2012
Permits	52	98	107	108	89	77	62	100	80

In 2020, the Planning Commission met 6 times and held public hearings regarding the following projects:

- Three public hearings for ordinance amendments.
- One meeting was cancelled due to Covid-19

The Planning Commission also held public hearings and made recommendations for amendments to the Zoning Ordinance in 2019:

- Corrected an error in the front yard setbacks in the Peninsula South zone district.
- Allowed for offices on the second or third floors only in the centrals business districts.
- Had a public hearing for various other uses in the downtown, and various discussions regarding uses and their fit to the zone district in which they may be permitted.
- Received a report on the Pop Up Patios.
- Held a public hearing on fence heights on corner lots.
- Held a public hearing on protections to non-conforming structures in the flood plain.

If you should have any further questions, please contact Planning Director Cindy Osman.