



**CITY COUNCIL WORKSHOP AGENDA  
March 4, 2021 – 4:00 P.M.**

1. **CALL TO ORDER**
2. **ATTENDANCE (*ROLL CALL*)**
3. **AGENDA CHANGES (ADDITIONS/DELETIONS)**
4. **PUBLIC COMMENT AGENDA ITEMS ONLY** (*Limit 3 minutes*) *Select “unmute” mic in the Zoom interface and speak your name to be recognized or press \*6 if you are calling in by phone to unmute your phone to speak.*
5. **DISCUSSION ITEMS**
  - A. **Manager’s Report**
  - B. **Radar Speed Signs**
  - C. **Mutual Aid Agreement**
  - D. **Oval Beach Fee Increase**
  - E. **Open Board Positions**
    1. **Library Board**
    2. **Harbor Authority Board**
6. **PUBLIC COMMENT** (*Limit 3 minutes*) *Select “unmute” mic in the Zoom interface and speak your name to be recognized or press \*6 if you are calling in by phone to unmute your phone to speak.*
7. **COUNCIL COMMENTS**
8. **ADJOURN (*ROLL CALL*)**

**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:  
[ryan@saugatuckcity.com](mailto:ryan@saugatuckcity.com)

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](mailto:erin@saugatuckcity.com) for further information.



5A

## City Council Workshop Discussion Item Report

**To:** Saugatuck City Council  
**From:** Ryan Heise  
**Meeting Date:** March 4, 2021  
**Re:** City Managers Report – Highlights March 4, 2021

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### **Social District Update**

The Social District (SD) officially begins Sunday the 7th. The City is required to provide participating businesses with sticker design for their cups and place signage at the boundaries of the SD. Staff has been working in partnership with the CVB and with assistance from the recycling committee along with business owner Matt Balmer. A special thanks to Lisa Mize, Ronna Alexander and Matt Balmer for their extremely quick footwork, contributions and collaboration. The signs will be delivered this Monday the 8th, and the CVB will have window clings and stickers available for the businesses. They have also arranged a group purchase price for compostable cups (paper and plastic options).

### **A note from Lisa Mize:**

We are happy to help. This is within our mission of enhancing the visitor experience from a sponsorship standpoint, similar to the Christmas lights. We appreciate being involved in the creative process as the consistency of brand for our area is both valuable and important. It also conveys an image to our guests that communicates a well thought out campaign inline with our digital, social and online presence. It benefits everyone! Please see the attached graphics on pp.6-7.

Five businesses have either started the required paperwork provided by the state (a several week process for approval), or have indicated their desire to participate in the SD. Lt. Ensfield and I have discussed the potential for increased patrols and he has offered some thoughts on the subject, please see attached letter- p.8.

### **Blue Star Trail Update**

City/Township Manager's continue to discuss next steps and "path" forward; which include creating an interlocal agreement for the City to review and consider entering. The committee has solicited proposals for engineering services and will make a future recommendation to Council. Friends of the Blue Star Trail have committed to fund the engineering cost.

### **Floating Homes**

The permanent ordinance is in draft stage and is being reviewed by legal counsel and staff. Given the length of the ordinance and relative complexities, Council should discuss their preference for vetting the ordinance, possibly through a working group, potential action item for a March meeting. It's recommended that the zoning ordinance approval (separate from the regulatory ordinance) be fast-tracked.

### **Dune Ridge Updates**

The fence issue and resolution for compliance is being discussed by legal counsel, staff and Paul Heule. Waiting on a plan to be presented to Plan Commission and Zoning Board of Appeals by Paul's development team.

Bathroom with kitchenette- any plans for bathroom and kitchenette will need to go to Plan Commission and Zoning Board of Appeals as well. However, absent any change in zoning, this appears to be something of a non-starter given the restrictions with existing setbacks.

### **Road resurfacing (and utility) projects**

**North Park Street** This road resurfacing project is a spring '21 project, and will require your consideration for including residential water service line replacement to the scope of work. Kalamazoo Lake Sewer and Water Authority (KLSWAA) has made staff aware that they have found galvanized water services in this area in the past. Replacement of galvanized services that have lead connections are the City's responsibility, not the

property owners. KLSWA has offered to “pothole” some of the services in the project area to give us a better understanding whether there are services that will need to be replaced in the near future to meet EGLE mandates. It would obviously be nice to do that ahead of the resurfacing work, if logistically practical and could be added to the resurfacing contract. KLSWA mentioned that the City of Grand Rapids is handling this by sending out a letter offering to replace the service in accordance with EGLE requirements (EGLE requires that it be replaced all the way to the meter or at least 18” inside the house), and once it is replaced it becomes the property owner’s responsibility once more. If the property owner refuses, it is their responsibility. With the planned construction coming up soon, the details will need to be worked out quickly and/or construction delayed once more. F & V indicated it’s a few thousand dollars per service, either pay now or pay later (and dig up the new road). Please see draft correspondence for the residents attached p.9, which will require updating if water line service replacement is added to scope.

**Park Street** survey is being reviewed by the engineers; I anticipate a preliminary findings report in the coming weeks. I have requested that F&V be prepared to provide an overview of the project history and next steps at an upcoming meeting. Discussions on the project will likely include adding waterline service replacement to the scope.

**Campbell Road** project was slated as a summer project, however if Council is OK with delaying until fall, Douglas would be OK too. Campbell Road is grant eligible for road resurfacing, which has been applied for twice before. If the grant award committee awards extra points for persistence, Saugatuck/Douglas will be well positioned. Given that the grant narrative has largely been written and design work is going well, there is no significant cost for pursuing a third time. There is no budget impact as grant submittal can be covered under existing agreement. If the city does not receive the grant, the project can be completed fall of '21. If the grant is awarded the project would become a spring '22 project. This is a shared project with Douglas, their City Manager will be taking this to his Council for discussion.

### **Master Project List & Strategic Planning**

The “master project list” is being compiled by Erin Wilkinson. Staff plans to further categorize the projects and redistribute to Council allowing them to rank the projects. The number of projects stands at around 60, with more likely to be added. I would

recommend that the final prioritization of projects be discussed at a strategic meeting. Mayor Pro Tem Lewis has offered Isabel's as a potential meeting space to host a strategic meeting. I have been in touch with the vendor that the City was going to utilize before COVID-19 for strategic planning. A portion of the strategic planning meeting will be a discussion on the Council Management form of government and how we can work best as a team.

### **Milfoil update**

There are 29 potential participants for the milfoil treatment program. Through staff's efforts (namely Cindy) we have been able to contact 24 of them and continue to track down the remaining five. We have received a request for treatment at the Chain Ferry and Cook Park. Staff will bring these additional requests back to Council for consideration after discussing with Aquatic Doctors.

Cindy and Erin have created a map to determine ownership along the with linear front footage of the property, which is the basis for the individual charge. Peter- plans to create invoices to track payment (or lack thereof) to be sent out mid-April and returned by mid-May.

First treatment will be scheduled early to mid-June, and a second application mid-to-late July and a third mid-to-late August if needed. Have discussed splitting the EGLE permit fee with Douglas for treatment.

### **Police interceptor**

Has been delivered to Mark's Autobody for retrofitting and decals. The effort is being coordinated by Allegan Co. Sheriff Department and Department of Public Works.

### **Oval Beach**

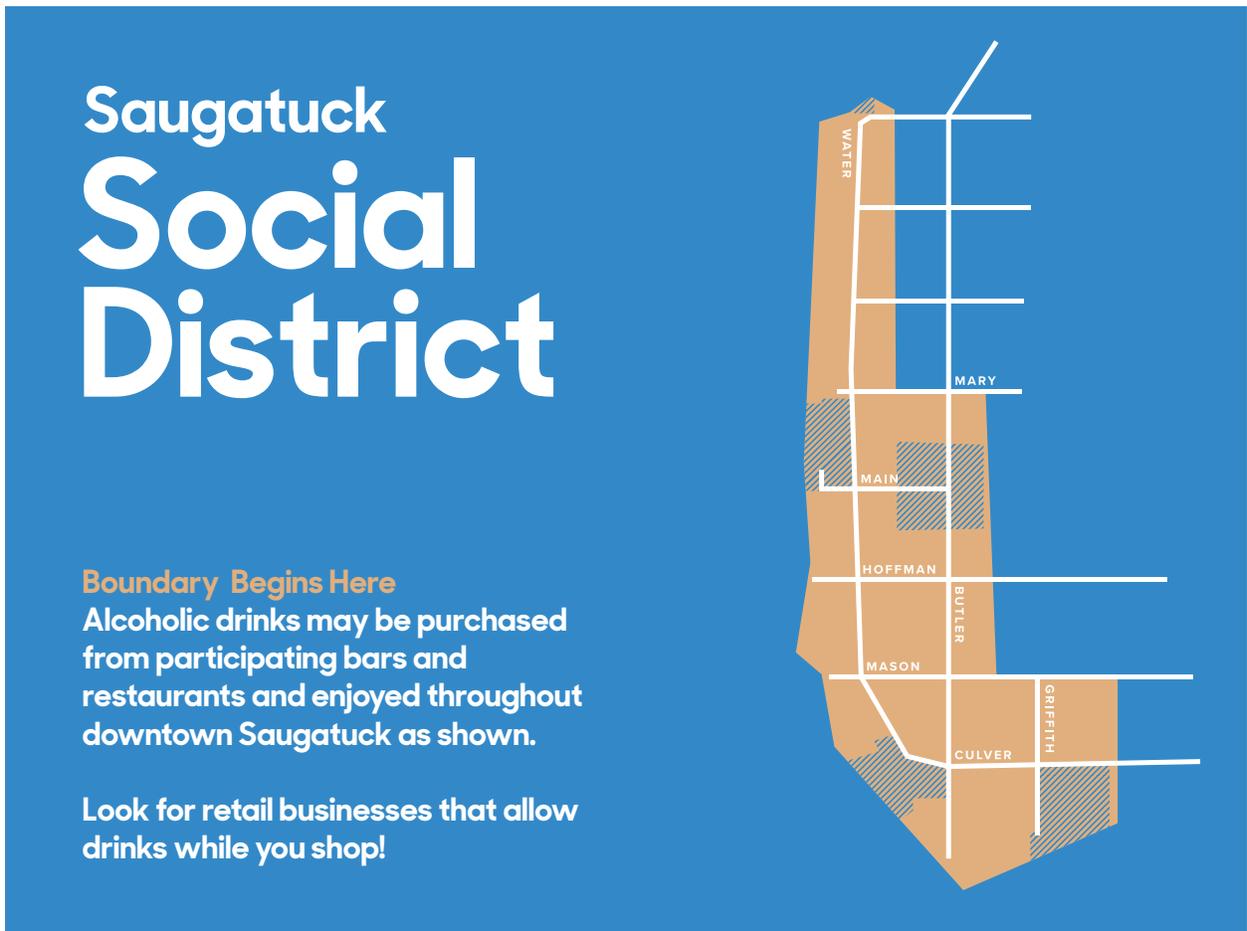
Staff has placed the advertisements for the open positions. Additionally, staff will be recommending that Council review the fee schedule at your March meeting.



Cup Sticker



Window Cling



Boundary Sign

# Saugatuck Social District

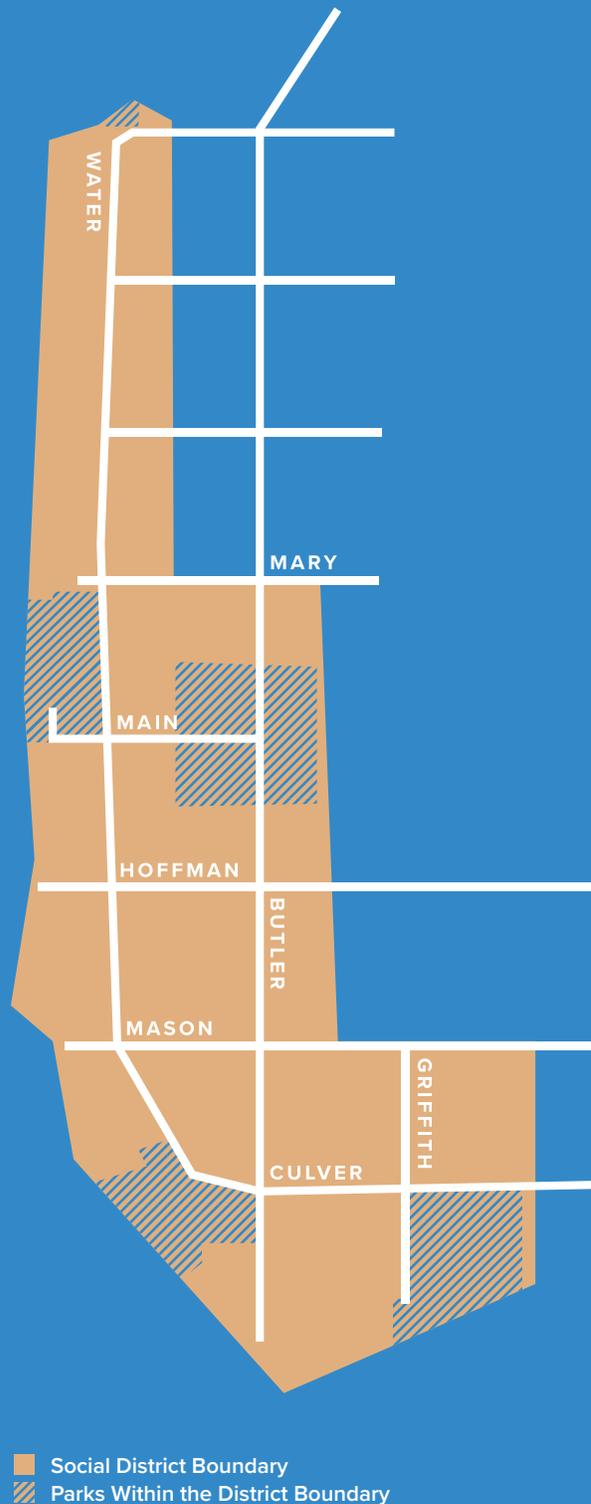
## Enjoy within the Boundaries

Alcoholic drinks may be purchased from participating bars and restaurants and enjoyed throughout downtown as shown.

The Saugatuck Social District is open from March 7 through May 24.

Social District Hours:  
Daily from 11:00 am until 11:00 pm

Look for Saugatuck Social District window decals of participating restaurants, bars and shops. Please respect those shops that do not have a decal by keeping your drink outside.



Flyer

## **Letter from Lt. Brett Ensfield Regarding Social Districts**

The new social district brings many variables and possible scenarios that are hard for us to plan for in law enforcement. Liquor establishments, with the current LCC regulations, tend to self-regulate because the laws are written to control behavior within the confines of the establishments. This leads to a controlled environment within the footprint of the businesses. The presumptive plan for the city's alcohol establishments (social district) has just become a large portion of the business district of the city. We have identified several factors that could lead to possible changes in policing strategy within the city, the most obvious being the flow of customers partaking in the social district and their adherence to the social district guidelines and LCC laws. The law enforcement plan for the social district will need to be fluid to adjust to any needs or problems that arise. We do not have the ability to design a plan at this time as this is not something we have ever worked with before and have no data to reference in making the best policing decisions.

The Saugatuck/Douglas area is very different from other cities in the county. Saugatuck/Douglas attracts many more tourists than other cities that have implemented social districts. One of the main tourism attractions in this area is the dining/social atmosphere.

The success of this endeavor will rely on the businesses ability to control the way that the social district is advertised and executed as well as the general public's response to these actions.

Our law enforcement plan at this time is to work closely with the City of Saugatuck and the City Council to monitor the progress and adjust accordingly. This may lead us to add additional reserve deputies, overtime shifts for full-time officers, as well as adjustment of staffing hours for current deputies assigned to Saugatuck. The adjustment of staffing hours may also lead to additional service reductions in some areas – such as speed enforcement and having an officer available at Saugatuck High School.

Lt. Brett Ensfield  
Allegan County Sheriff's Office

<<Date>>

<<Property Owner Name>>

\_\_\_ Park Street  
Saugatuck, MI 49453

Dear Property Owner,

As you are by now probably aware, the City has been working to make improvements on Park Street between Mt. Baldhead Park and the north end of the road. Design work is complete and we have a contractor lined up to replace the severely deteriorated pavement. Construction was originally planned for the spring of 2020, but the impacts of COVID led us to delay the project a year. The specific start date is highly weather-dependent, however, construction is anticipated to begin in April and be complete in early May.

The road width will not be increased, and any changes to topography will be minor within a foot or two of the pavement to restore shoulders. The City does not have a public storm sewer system in this area, and the project is not intended to alter the drainage in the area.

As you are certainly aware, the road is quite narrow. This creates logistic challenges during construction. The road will never be closed, but there will be times when ingress and egress will be delayed. To mitigate those challenges, we want to be proactive with communication. We are planning to send out a daily update via email during construction to get current and timely to you so that you can plan accordingly. If you would like to receive those updates, please send an email to either me at [citymanager@saugatuckcity.com](mailto:citymanager@saugatuckcity.com) or our engineering consultant, Jon Moxey of Fleis & VandenBrink at [jmoxey@fveng.com](mailto:jmoxey@fveng.com). You will receive a blind copy to help keep your address private.

One other reason for making you aware of this project is to provide you the opportunity to upgrade/replace your water service. In recent years, several property owners in the area have found their existing service to be inadequate for their current needs, either from a capacity or condition standpoint. Once the City has invested in resurfacing, we will likely not allow the new pavement to be cut for this type of work. We would encourage you to consider replacing your service with modern materials, properly sized for your specific use. Please feel free to reach out if you would like assistance connecting with local contractors to obtain quotes for the work.

We look forward to a successful paving project and need your help to make it happen. Please feel free to contact me at 269-857-2603 or Jon at 616-977-1000 with any questions or concerns.

Sincerely,

Ryan Heise  
City Manager



5B

## City Council Workshop Discussion Item Report

**To:** Saugatuck City Council  
**From:** Ryan Heise  
**Meeting Date:** March 4, 2021  
**Re:** Radar Feedback Signs

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There is a desire to purchase and utilize additional radar feedback signs. Given the long lead time for delivery, it is recommended that action be taken quickly if the desire is to have them for the summer season. The City of Douglas has a style that can be relocated on occasion and are not solar powered at a price of \$3,300.00 per unit. The style the City of Saugatuck has purchased are solar powered and \$2,400.00 per unit. If the more portable version is selected, staff would appreciate placing some basic parameters related to site selection. This is anticipation of receiving requests from residents for placement near their home. The parameters could be as simple as – collector roads and as recommended by the Allegan County Sheriffs Department.

### **COMMITTEE/COMMISSION REVIEW:**

Initially requested as an agenda by Mayor Bekken.

### **BUDGET ACTION REQUIRED:**

This is a non-budgeted item. Budget impact will be known once style and quantity are determined by Council. Will require a future budget adjustment.

### **LEGAL REVIEW:**

NA

**POSSIBLE MOTION:**

Motion to approve the purchase of \_ number of radar signs, with a cost not to exceed \$\_\_.



5C

## City Council Workshop Discussion Item Report

**To:** Saugatuck City Council  
**From:** Ryan Heise  
**Meeting Date:** March 4, 2021  
**Re:** Mutual Aid Agreement

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Municipalities are stronger and more efficient when they support their neighbors. Before my arrival the City of Douglas and Saugatuck had been working on a mutual aid agreement to provide services for public works, if needed and requested. The information in the packet includes the resolution and agreement. City of Douglas has approved their agreement and their City Manager Rich LaBombard has placed a lot of time and effort into the agreement. The agreement is supported by the City of Saugatuck's Department of Public Works Director Scott Herbert.

### **LEGAL REVIEW:**

Sent to counsel for review

### **POSSIBLE MOTION:**

Approve the mutual aid agreement as presented.

CITY OF SAUGATUCK  
COUNTY OF ALLEGAN  
STATE OF MICHIGAN

RESOLUTION 210308-A

**A RESOLUTION ADOPTING AND AUTHORIZING EXECUTION OF A PUBLIC WORKS MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN THE CITY OF DOUGLAS AND THE CITY OF SAUGATUCK**

\_\_\_\_\_

At a regular meeting of the City Council for the City of Saugatuck, Michigan, held virtually by Zoom, on the 8<sup>th</sup> day of March 2021 at 7:00 p.m.

Present:

Absent:

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

**RESOLUTION**

**WHEREAS**, the City of Douglas and the City of Saugatuck are geographically vulnerable to a variety of natural weather events; and

**WHEREAS**, the COVID-19 Pandemic could have the potential to leave vulnerable all employees of the Public Works Department; and

**WHEREAS**, MCL 30.410(2) permits municipalities and counties to make the most efficient use of their powers by enabling them to cooperate with other municipalities on a basis of mutual cooperation and recognizing this vulnerability and providing that this Agreements intended purposes are to:

- (1) Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property;
- (2) Prepare for prompt and efficient utilization of resources in the City of Douglas and the City of Saugatuck; and

**WHEREAS**, in addition to the State, the Federal Emergency Management Agency (FEMA) has recognized the importance of the concept of coordination between the State and local governments; and

**WHEREAS**, MCL 30.410(2) allows municipalities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of personnel, facilities, services, supplies and other resources; and

**WHEREAS**, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance among one another at the appropriate times.

**THEREFORE, BE IS RESOLVED**, the City of the Village of Douglas hereby adopt and authorize the execution of the Public Works Mutual Aid and Assistance Agreement Between the City of Douglas and the City of Saugatuck as of the date set forth in this Agreement.

YEAS:

NAYS:

ABSTAIN:

ABSENT:

Motion approved this 15th day of February 2021.

Signed: \_\_\_\_\_  
Patricia Lion, Mayor

Signed: \_\_\_\_\_  
Pamela Aalderink, City Clerk

CERTIFICATION

I, Pamela Aalderink, the duly appointed clerk of the City of Douglas does hereby certify the foregoing is a true and complete copy of a resolution adopted by the Douglas City Council at a regular meeting held February 15, 2021, in compliance with the Open Meetings Act No. 267 of the Public Acts of Michigan, 1976, as amended. The minutes of the meeting were kept and will be or have been made available as required by said Act.

Signed: \_\_\_\_\_  
Pamela Aalderink, City Clerk

## **PUBLIC WORKS MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN THE CITY OF DOUGLAS AND THE CITY OF SAUGATUCK**

This Agreement is made this 8<sup>th</sup> day of March 2021 by and among the City of Douglas and the City of Saugatuck with reference to the following facts and circumstances.

### **SECTION I: DEFINITIONS**

The following definitions will apply to the terms appearing in this Agreement.

- A. *Agreement* means this document, the Public Works Mutual Aid and Assistance Agreement between the City of Douglas and the City of Saugatuck.
- B. *Aid and Assistance* include personnel, equipment, facilities, services, supplies, and other resources.
- C. *Authorized Representative* means a Party's employee, who has been authorized, in writing by that Party, to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each Party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.)
- D. *Mutual Aid Resource List* means the list of equipment and personnel maintained by the Party's Public Works Department.
- E. *Party* means a governmental entity, which has adopted and executed this Agreement.
- F. *Provider* means the Party providing aid and assistance.
- G. *Recipient* means the Party receiving or requesting aid and assistance.

### **SECTION II: INITIAL RECOGNITION OF PRINCIPLE OF ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES**

- A. As this is a reciprocal Agreement, it is recognized that any Party to this Agreement may be requested by another Party to be a Provider. It is mutually understood that each Party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any Party to this Agreement to provide Aid and Assistance pursuant to a request from another Party. Accordingly, when Aid and Assistance have been requested, a Party may in good faith withhold the resources necessary to provide reasonable and adequate services to its own community, by deeming itself unavailable to respond and so informing the Party setting forth the request.
- B. Given the finite resources of any jurisdiction and the potential for each Party to be unavailable for Aid and Assistance at a given point in time, the Party's mutually encourage each other to enlist other entities in mutual Aid and Assistance efforts and to enter into such Agreements accordingly. Concomitantly, the Party's fully recognize that there is a highly meritorious reason

for entering into this Agreement, and accordingly shall attempt to render Aid and Assistance in accordance with the terms of this Agreement to the fullest extent possible.

### **SECTION III: PROCEDURES FOR REQUESTING AID AND ASSISTANCE**

When the Recipient deems its resources inadequate, it may request mutual Aid and Assistance by communicating the request directly to Provider, indicating the request is made pursuant to this Agreement. The request shall be followed as soon as practicable by a written confirmation of that request. All requests for Aid and Assistance shall be transmitted as set for the below.

- A. *METHOD OF REQUEST FOR AID AND ASSISTANCE*: Recipient shall directly contact Provider's Authorized Representative, setting forth the information in paragraph B of this section. All communications shall be conducted directly between Recipient and Provider Authorized Representative's. Recipient shall be responsible for the costs and expenses incurred by Provider in providing Aid and Assistance pursuant to the provisions of this Agreement as noted in Section VII of this Agreement.
- B. *REQUIRED INFORMATION*: Each request for Aid and Assistance shall be accompanied by the following information, in writing or by any other available means, to the extent known:
  - (1) Area and Status: A general description of the area requiring Aid and Assistance.
  - (2) Services: Identification of the service function(s) for which Aid and Assistance is needed and the particular type of Aid and Assistance needed.
- C. *STATE AND FEDERAL ASSISTANCE*: If the severity of the emergency is expected to exhaust the reasonably available resources on the Mutual Aid Resource List, then the Recipient shall be responsible for notifying the appropriate state agencies or coordinating requests for state and/or federal assistance.

### **SECTION IV: PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER AID AND ASSISTANCE**

When contacted by a Recipient in need, Provider's Authorized Representative shall assess Provider's own local situation in order to determine available personnel, equipment, and other resources. If Provider's Authorized Representative determines that Provider has available resources, Provider's Authorized Representative shall so notify the Recipient. Provider shall complete a written acknowledgment regarding the Aid and Assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient for a final response. Provider's acknowledgement shall contain the following information:

- A. In response to the items contained in the request, an acknowledgment of the personnel, equipment, and other resources to be sent;
- B. The projected length of time such personnel, equipment, and other resources will be available to serve Recipient;
- C. The estimated time when the Aid and Assistance provided will arrive at the location designated by the Authorized Representative of the Recipient; and
- D. The name of the person(s) to be designated as Provider's supervisory personnel (pursuant to the Supervision and Control section [Section V] of this Agreement).

### **SECTION V: SUPERVISION AND CONTROL**

- A. Provider shall designate a supervisory personnel, as necessary, among any employees sent to render Aid and Assistance to Recipient. As soon as a practicable, Recipient shall assign work tasks to Provider's supervisory personnel, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisory personnel and Recipient.

Based upon such assignments set forth by Recipient, Provider's supervisory personnel shall:

- (1) Have the authority to assign work and establish work schedules for Provider's personnel. Further, direct supervision and control of Provider's personnel, equipment, and other resources shall remain with Provider's supervisory personnel. Provider shall be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;
- (2) Maintain daily personnel time records, material records, a log of equipment hours, and other expenses;
- (3) Shall report work progress to Recipient at mutually agreed upon intervals.

#### **SECTION VI: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL**

- A. The duration of Provider's Aid and Assistance shall be for the period requested, starting from the time of arrival. Thereafter, Aid and Assistance may be extended as the situation warrants for periods agreed upon by the Authorized Representatives of Provider and Recipient.
- B. As noted in Section II of this Agreement, Provider's personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of Provider's intent to terminate portions or all Aid and Assistance, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

#### **SECTION VII: COST DOCUMENTATION**

- A. *Personnel* - Provider shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of Aid and Assistance, the Provider shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirement, etc.).
- B. *Expense* - Provider shall be reimbursed for travel time to and from Recipients designation area.
- C. *Equipment* - Provider shall document the use of its equipment during the period of Aid and Assistance. Provider shall be reimbursed at the current year MDOT Equipment Rental Rates, Schedule C.
- D. *Materials and Supplies* - Provider shall document all materials and supplies furnished by it and used or damaged during the period of Aid and Assistance.

- E. *Overhead* - Provider shall be reimbursed at either the Provider's MDOT approved overhead rate, if applicable. If Provider does not have MDOT approved overhead rate, then it shall be reimbursed at a rate not to exceed 8.5 percent.

#### **SECTION VIII: RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES**

Whenever Provider's employees are rendering Aid and Assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

#### **SECTION IX: PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKERS' COMPENSATION POLICY**

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees due to personal injury or death occurring during the period of time such employees are engaged in the rendering of Aid and Assistance under this Agreement. It is mutually understood that Recipient shall be responsible for payment of such workers compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers compensation benefits to its own respective employees.

#### **SECTION X: IMMUNITY**

Pursuant to GOVERNMENTAL LIABILITY FOR NEGLIGENCE Act 170 of 1964, all activities performed under this Agreement are hereby declared to be governmental functions and liability of both Provider and Recipient shall be governed as such.

#### **SECTION XI: PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS**

Each Party (as indemnitor) agrees to protect, defend, indemnify, and hold the other Party (as indemnitee), and its officers, employees, and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or emissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each Party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other Party's to this Agreement.

#### **SECTION XII: INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION**

This Agreement shall be binding for five (5) years from its effective date, unless terminated upon at least sixty (60) days advance written notice by a Party as set forth below. Thereafter, this Agreement shall be renewed in subsequent years.

#### **SECTION XIII: HEADINGS**

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

**SECTION XIV: SEVERABILITY - EFFECT ON OTHER AGREEMENTS**

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Party's declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the Party's that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentences(s), provisions(s), paragraphs(s), or other part(s) invalidated.

**SECTION XV: EFFECTIVE DATE**

This Agreement shall take effect upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.

IN WITNESS WHEREOF, the Party's have executed the Public Works Mutual Aid and Assistance Agreement Between the City of Douglas and the City of Saugatuck, effective the date first above written.

**CITY OF DOUGLAS**

Approved by: \_\_\_\_\_  
Patricia Lion, Mayor Date

Approved by: \_\_\_\_\_  
Pamela Aalderink, City Clerk Date

**CITY OF SAUGATUCK**

Approved by: \_\_\_\_\_  
Mark Bekken, Mayor Date

Approved by: \_\_\_\_\_  
Erin Wilkinson, City Clerk Date

**AUTHORIZED REPRESENTATIVES LIST  
PER PUBLIC WORKS MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN  
THE CITY OF DOUGLAS AND THE CITY OF SAUGATUCK**

**AUTHORIZED REPRESENTATIVE**

Authorized Representative means a Party's employee, who has been authorized, in writing by that Party, to request, to offer, or to otherwise provide assistance under the terms of the Agreement. This list of Authorized Representatives for each Party executing the Agreement shall be attached to the executed copy of the Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.)

**City of Douglas**

Name/Title:

Address:86 W Center St.

City/State/Zip: Douglas, MI 49406

Phone:269-857-1438

Fax:269-857-4751

**City of Saugatuck**

Name/Title:

Address: 102 Butler St.

City/State/Zip: Saugatuck, MI 49453

Cell Phone:269-857-2603

Fax:269-857-4406



5D

## City Council Workshop Discussion Item Report

**To:** Saugatuck City Council  
**From:** Ryan Heise  
**Meeting Date:** March 4, 2021  
**Re:** Oval Beach Fee Increase

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The following was provided to me by your Treasurer, Peter Stanislawski. Attached are the final numbers on oval beach for 2019 & 2020 seasons (not fiscal year). The real property owner season passes are \$20. Real property owners can get only one discounted season pass per real tax parcel. Additional passes would then be at the full rate. It would be best to keep this fee the same. They were free until the addition of the Saugatuck Harbor Area. The non-resident season pass has been \$50 since the season 2015. I would recommend increasing the fee to \$60 for 2021 season. That would average out to a 3.3% increase year over year from 2015 – 2021. Non-resident is anyone that does not own property in the City of Saugatuck. This includes people who rent apartments or houses in the City of Saugatuck.

Peter has explained to me that revenue generated from Oval Beach deficit funds the maintenance and operations of all other parks.

### **POSSIBLE MOTION:**

Approve the increase of the Oval Beach non-resident seasonal fee from \$50.00 to \$60.00 for the 2021 season.

## CITY OF SAUGATUCK OVAL BEACH/SAUGATUCK HARBOR NATURAL AREA FY 19-20 FINANCIAL REPORT

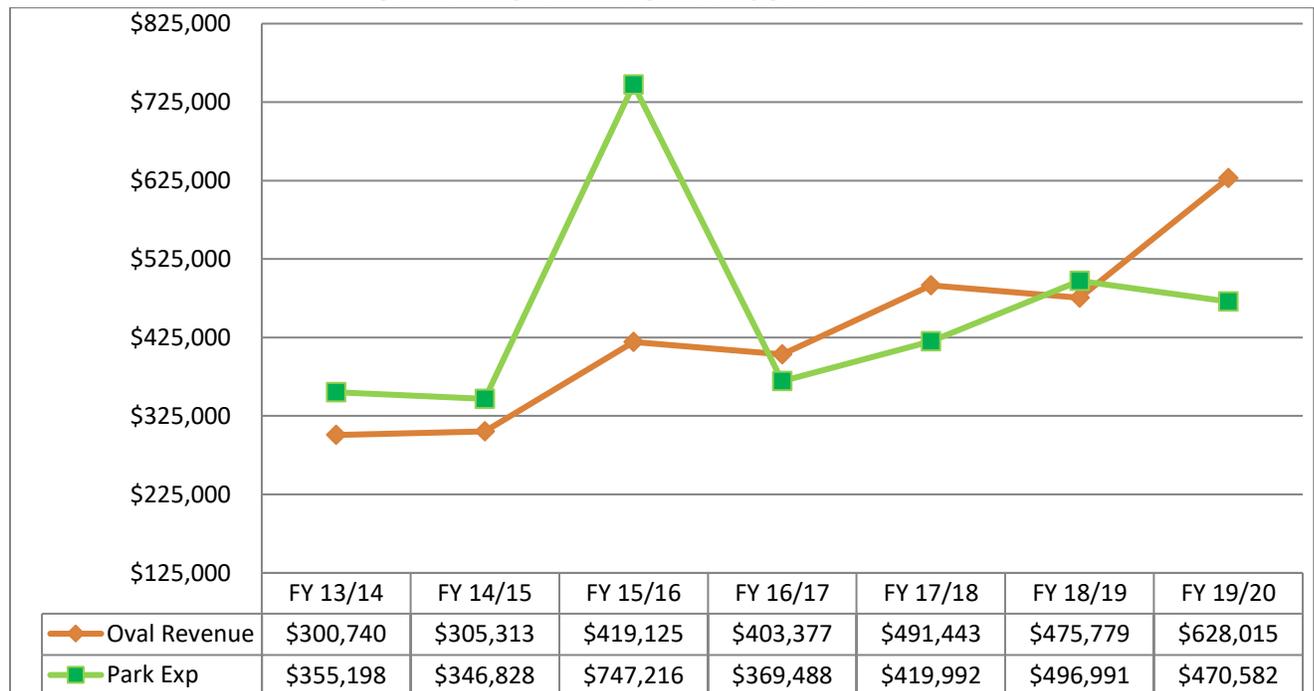
### 2019 SEASON ATTENDANCE/SALES:

- 43,969 daily passes sold
- 1698 non-discounted season passes
- 395 discounted (tax payer) season passes

### 2020 SEASON ATTENDANCE/SALES

- 57,457 daily passes sold
- 2243 non-discounted season passes
- 377 discounted (tax payer) season passes

**OVAL BEACH REVENUE BY FISCAL YEAR**



***\*Park expenses include: 4 restroom facilities, Wicks Park, Willow Park, Coghlin Park, Peterson Preserve Park and Mt. Baldhead Park. The “expenses” increase for FY 18/19 & FY 19/20 was due to the Shopper Dock capital improvements.***



5E

## City Council Workshop Discussion Item Report

**To:** Saugatuck City Council  
**From:** Erin Wilkinson  
**Meeting Date:** March 4, 2021  
**Re:** Open Board Positions

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The City of Saugatuck currently has an open board position on the **Kalamazoo Lake Harbor Authority** and the **Saugatuck-Douglas District Library Board of Trustees**.

Resolution 200311-B directs the clerk to notify council of any vacancies, prepare a notice to post in City Hall, and if directed by council, post the notice electronically or advertise via print media.

Mark Klungle is currently serving on the Harbor Authority. Mike VanLoon, the chair of the Harbor Authority welcomes his reappointment.

Cathy Brockington has resigned her position on the Library Board. We currently have two applicants, Lewis Wessel and Bonnie Lowe, who have expressed an interest in serving on the Library Board. Ingrid Boyer, the Director of the Library has expressed support for either candidate.

A notice has been posted in City Hall and staff is prepared to advertise by any other means requested by council.



## NOTICE

**TO:** Citizens of Saugatuck  
**FROM:** Saugatuck City Council  
**DATE:** March 8, 2021  
**RE:** Boards / Commissions

The CITY OF SAUGATUCK is accepting applications for appointments to the KALAMAZOO LAKE HARBOR AUTHORITY (1). Meetings are held the third Tuesday of each month at 5:30 p.m. alternating between Saugatuck City Hall and Douglas Village Hall.

The CITY OF SAUGATUCK is accepting applications for appointments to the SAUGATUCK-DOUGLAS DISTRICT LIBRARY BOARD OF TRUSTEES (1) . Meetings are held at the Library the third Wednesday of each month at 7:00 PM, with the exception of combined meeting for July/August and November/December.

If you are a resident of the City of Saugatuck and have the desire and ability to serve, please apply online through our website FORMS page at [www.SaugatuckCity.com](http://www.SaugatuckCity.com) or contact City Hall at (269) 857-2603 for more information or to request a paper application.

Erin K. Wilkinson  
City of Saugatuck Clerk  
269-857-2603  
[erin@saugatuckcity.com](mailto:erin@saugatuckcity.com)

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

**RESOLUTION NO. 200311-B**

**A RESOLUTION TO APPROVE THE CITY OF SAUGATUCK  
BOARDS AND COMMISSIONS SELECTION POLICY**

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

- A. The City of Saugatuck Charter vests the City Council with all powers granted by law including, when not otherwise delegated, responsibility for City operations and functions.
- B. The City Charter further provides that the City Council is responsible to determine matters of policy on behalf of the City.
- C. Based on its review, the City Council concludes that adoption of a policy regarding membership on boards, commissions and similar appointive bodies is in the best interest of the City.

**NOW, THEREFORE, IT IS RESOLVED THAT:**

- 1. The Boards and Commission Selection Policy is hereby adopted to provide as follows:

This Policy is intended to set forth a uniform process for filling vacancies for City of Saugatuck boards, commissions, committees and similar appointive bodies (including, without limitation, the Planning Commission, Historic District Commission, Zoning Board of Appeals, Fire District Administrative Board, Fire District Board of Appeals, Construction Board of Appeals, Library Board, Interurban Board, Water Resource TIFA Board, Property Maintenance Board of Appeals, Board of Review, Tri-Community Planning Committee, and Tri-Community Recreation Advisory Board). The City Council can suspend this Policy by a majority vote.

- A. When a vacancy occurs on a City appointive body, the City Clerk will notify the City Council and prepare a notice which provides the necessary information needed for citizens to apply. The notice shall be included on the next regular Saugatuck City Council agenda under “Communications.”
- B. The notice shall be posted at the City Hall and may be advertised via electronic and/or print media.
- C. Applications will be available at City Hall and on the City’s web site.

D. The Mayor or his/her designee, a representative from the body which has the vacancy (typically the chair or vice chair based on availability) and a City staff member shall review applications, interview applicants and recommend a candidate to the Mayor.

E. The Mayor shall forward a recommendation for the appointment to the City Council, which recommendation shall be treated as a recommendation, appointment or otherwise as provided by the applicable statute or ordinance. The City Council must approve any appointment before the same may take effect. The City Council will be provided with a list of all applicants that applied with supporting material for the vacancy to be filled. In making an appointment the Council will use the following criteria as a guide for evaluating applicants:

- **Eligibility for Appointment**—The applicant is a resident of the City to the extent required by law, registered voter, does not have any outstanding debt owed to the City including, but not limited to, tax delinquency and/or pending litigation with the City and has submitted to a background check.
- **Time Commitment**—The applicant has an understanding of the time involved in serving, and expects to be available to attend meetings throughout the year.
- **Experience/Background in Relevant Fields**—The applicant has demonstrated professional or personal qualifications and backgrounds in relevant areas.
- **Contributive Potential**—The applicant has demonstrated the ability to effectively communicate, express ideas, concepts, and has a strong desire to perform public service.

The foregoing criteria are not exclusive, and the City Council need not assign ratings or rank applications. Engaging community members on a non-partisan basis with an emphasis, where practical, of including applicants who do not currently or have not previously served on a City of Saugatuck board or commission is a stated goal of this Policy.

Where state statute, the City Charter or City ordinance establish a process or criteria different that that set forth in this Policy, that statute, charter or ordinance provision shall be deemed to control to the extent of any conflict.

2. All resolutions and parts of resolutions in conflict herewith are, to the extent of such conflict, repealed.

YEAS: Council Members: Lewis, Leo, Verplank, Bekken, Trester

NAYS: Council Members: None

ABSTAIN: Council Members: None

ABSENT: Council Members: Peterson, Johnson

RESOLUTION NO. **200311-B** DECLARED ADOPTED.

Dated: March 11, 2020

Signed: \_\_\_\_\_  
Ken Trester, Mayor

\_\_\_\_\_  
Monica Nagel, City Clerk

#### CERTIFICATION

I, Monica Nagel, the appointed clerk of the City of Saugatuck do hereby certify the foregoing is a true and complete copy of a resolution adopted by the Saugatuck City Council at a regular meeting held March 11, 2020, in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

Attest:

\_\_\_\_\_  
City Clerk