



**CITY COUNCIL WORKSHOP AGENDA  
January 7, 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
  - 5.A. Street End Leases
  - 5.B. Gazebo Rental Policy – Coghlin Park
  - 5.C. Bequest from Arnold L Shafer Trust
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:

[citymanager@saugatuckcity.com](mailto:citymanager@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 [kirk@saugatuckcity.com](mailto:kirk@saugatuckcity.com) for further information.

**ITEM #5A**



## City Council Workshop Discussion Item

To: Saugatuck City Council  
From: Karen Doyle Homan, Interim City Manager  
Meeting Date: January 07, 2021  
Re: Street End Leases

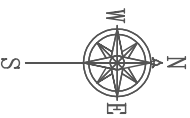
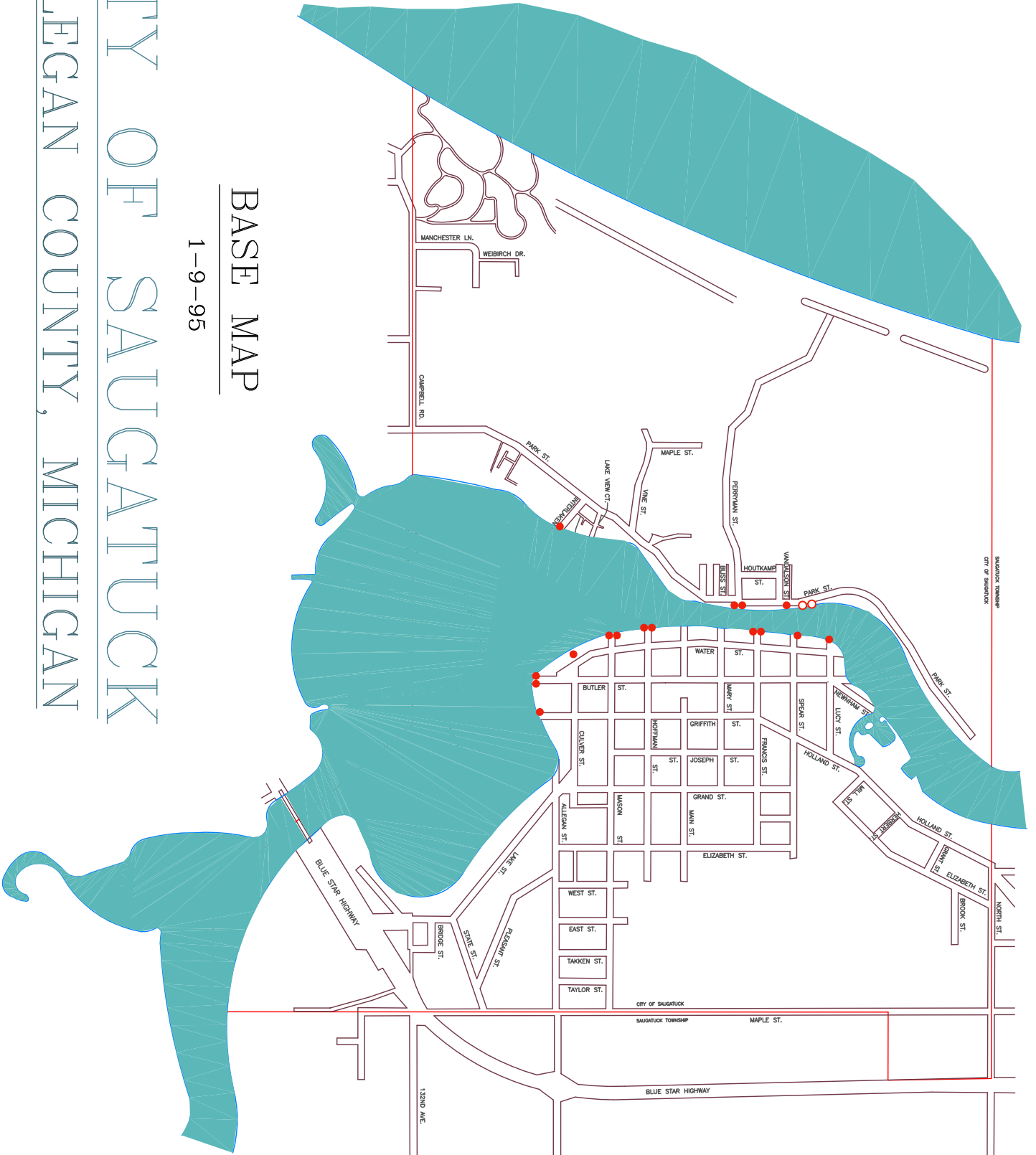
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The City of Saugatuck allows property owners abutting open water to license the street ends for their personal use. Mayor Bekken is going to give us all a primer on the history of this practice in preparation for Monday's 2021 license approval.

The attached map shows where the street end licenses are located. Following that are the license renewals for 2021.

# CITY OF SAUGATUCK ALLEGAN COUNTY, MICHIGAN

BASE MAP  
1-9-95



LOCATION	LESSEE	Commercial/ NonCommercial	2021 RATE (+ CPI 1.1%)	Licensed Feet	Total Charge	Credits	Credit Comments	Balance Due	PROPERTY TYPE	TERM	Agreement Expires
W. 1/2 of S. Butler	Butler Enterprises	C	\$68.67	33	\$2266.01			\$2266.01	66' Street-end	1 year	12/31/2021
E. 1/2 of S. Butler	Sgt. 's Marine	C	\$68.67	33	\$2266.01			\$2266.01	66' Street-end	1 year	12/31/2021
N. 1/2 Francis	Wilson	C	\$68.67	33	\$2266.01			\$2266.01	66' Street-end	1 year	12/31/2021
S. 1/2 Francis	Shp 'N Shore	C	\$68.67	33	\$2266.01			\$2266.01	66' Street-end	1 year	12/31/2021
W. 1/2 Griffith	Sgt 's Marine	C	\$68.67	33	\$2266.01			\$2266.01	66' Street-end	1 year	12/31/2021
N. 1/2 Hoffman	Water Street Marina	C	\$68.67	33	\$2266.01			\$2266.01	66' Street-end	1 year	12/31/2021
S. 1/2 Hoffman	Coral Gables	C	\$68.67	33	\$2266.01			\$2266.01	66' Street-end	1 year	12/31/2021
S. 1/2 Lucy	TODO, LLC	C	\$68.67	15	\$1030.01			\$1030.01	15' Street-end	1 year	12/31/2021
N. 1/2 Mason	Coral Gables	C	\$68.67	33	\$2266.01			\$2266.01	66' Street-end	1 year	12/31/2021
S. 1/2 Mason	Butler Enterprises	C	\$68.67	33	\$2266.01			\$2266.01	66' Street-end	1 year	12/31/2021
N. 22' Spear	716 Water Street LLC	C	\$68.67	22	\$1510.68			\$1510.68	66' Street-end	1 year	12/31/2021
Interlaken	Feinstein	NC	\$31.22	50	\$1560.98			\$1560.98	50' Street-end	1 year	12/31/2021
N. 1/2 Perryman	Holiday Yacht Club Condo Assoc.	NC	\$31.22	25	\$780.49			\$780.49	50' Street-end	1 year	12/31/2021
S. 1/2 Perryman	Riverwatch Condominium Association/Wilson	NC	\$31.22	25	\$780.49			\$780.49	50' Street-end	1 year	12/31/2021
N. 1/2 south of Museum	Solberg		\$1221.73		\$1221.73			\$1221.73	City Parcel #0357-009-050-00	5 year Agreement expires 2022	12/31/2022
S. 1/2 south of Museum	Lefort/Weingart		\$1221.73		\$1221.73			\$1221.73	City Parcel #0357-009-050-00	5 year Agreement expires 2022	12/31/2022
Van Dalsen	Tuesdale		\$1221.73		\$1221.73			\$1221.73	City Parcel #0357-009-057-00	5 year Agreement expires 2022	12/31/2022
Cook Park	Butler Enterprises	C	\$12982.84		\$12982.84		\$4993.33 for maintenance credit	\$7989.51	City Parcel #0357-009-215-00	5 year Agreement expires 2022	12/31/2022



**FROM:** Erin Wilkinson, City Clerk

**MEETING DATE:** January 7, 2021

**SUBJECT:** Coghlin Park Gazebo Rental Policy

**DESCRIPTION**

While building the website forms, some questions arose around our policy for renting the Coghlin Park Gazebo. Requests have begun to come in for upcoming weddings and events, so I need direction from council to move forward.

Our current policy requires renters use an approved rental company for services. Historically they have been required to use “The Rental Company,” but it is not clear why. The Rental Company is now under new ownership and the name Alpine Rental.

One of the interested parties plans to use Taylor Rental Company for her reception at the Saugatuck Center for the Arts. Previous email exchanges regarding her request to use Taylor Rental for Coghlin Park as well, indicate it was prohibited.

I suggest we add Taylor Rental to our list of acceptable vendors, unless there is a known reason we should not.

Policy/Procedure: Coghlin Park Gazebo Rental Policy

Date Adopted or Implemented: 03-13-2017

Resolution Number (if applicable):

<b>CITY OF SAUGATUCK</b>
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The City of Saugatuck allows the use of the Coghlin Park Gazebo for private events such as wedding/commitment ceremonies, family reunions, club or organization picnics. Private use of Coghlin Park is subject to the policies and rules set forth herein. **The City of Saugatuck expressly reserves the right in its sole discretion to cancel a private event for City purposes and applicant agrees, as a term of its use of Coghlin Park, to release and waive all claims of any kind (including a claim for consequential damages), against the City, its officers or employees arising out of cancellation of the user's event.**

**Site Users:** Please be aware that Coghlin Park is a public park and will remain open to the public during your rental.

**Reservations:** Reservations are on a first come, first serve basis. Only one event may be held at a given time. The responsible party who has reserved this gazebo must be present during the period the gazebo is used.

**Rental Fee:** Non-refundable fee of \$500.00 - event date will not be secured until payment is made.

**Refunds:** No refunds will be provided unless the City cancels the rental as provided for in this Policy, in which case the City will issue a full refund of any rental fee paid to the City.

**Time Parameters:** Five (5) hour maximum time allotment.

**Seating:** Setting up of chairs is permitted (200 maximum) as identified on the attached drawing. Chairs can be set up two (2) hours prior to event and must be removed no later than two (2) hours after event. Actual ceremony maximum time is one (1) hour. **To avoid damage to the City's property, the applicant is required and may only use a vendor approved by the City in advance for delivery, setup and removal of chairs. The City is not involved in organizing this service and applicant remains responsible to make all arrangements with the vendor.**

**Decorations:** Potted flowers/plants may be used to decorate the gazebo. No tape, wire, screws, nails, staples, tacks or other fasteners are permitted. Gazebo may not be decorated prior to the rental period. All decorations must be removed by the end of the rental period. **Throwing or dispersing rice, birdseed or other similar food material, confetti or other material is prohibited.** Blowing soap bubbles or similar acts that neither create a littering problem nor attract birds or other animals to the site are permitted.

**Restrictions:** In accordance with the City of Saugatuck Code of Ordinances, the following is strictly prohibited:

- Alcohol – City Ordinance 95.02 prohibits alcoholic beverages in any City park.
- Open Flame / Fire - including but not limited to Chinese Lanterns, torches and candles.
- "Roping off" or otherwise limiting access to other sections of the Park outside of the approved location of event.
- Tent Staking- due to underground sprinkling and electrical lines.
- Electronic sound amplification equipment of any nature unless approved in advance by the City Manager or his/her designee.

**Personal Items:** The City is not responsible for lost or stolen articles.

**Clean Up/Damages:** Please be respectful of our City Parks and facilities. If any City property is damaged, please inform City Hall at the conclusion of your event, 269-857-2603. Resolution of any damages will be handled on a case-by-case basis.

**Insurance:** Applicant must procure and maintain Comprehensive General Liability insurance for the event, with combined single limits of \$1,000,000 for any one occurrence in which bodily injury or property damage is alleged. Applicant shall furnish the City with a Certificate of Insurance evidencing such coverage naming the City, its officers and employees as additional insureds on the Comprehensive General Liability Policy. The insurance policy shall provide that it may not be canceled, revoked or modified unless thirty (30) days prior written notice is given to the City.



Non-Refundable Fee - \$500.00

Paid: \_\_\_\_\_

Approved \_\_\_\_\_ Denied \_\_\_\_\_

## APPLICATION FOR COGHLIN PARK GAZEBO RENTAL

### APPLICANT / ORGANIZATION INFORMATION

Applicant/Organization Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
Home Phone Cellular Phone

E-Mail Address: \_\_\_\_\_

### EVENT INFORMATION

Event Name: \_\_\_\_\_

Date(s) of Event: \_\_\_\_\_

Hours of Event: \_\_\_\_\_ Maximum Number Attending: \_\_\_\_\_

Detailed Description of Event: \_\_\_\_\_

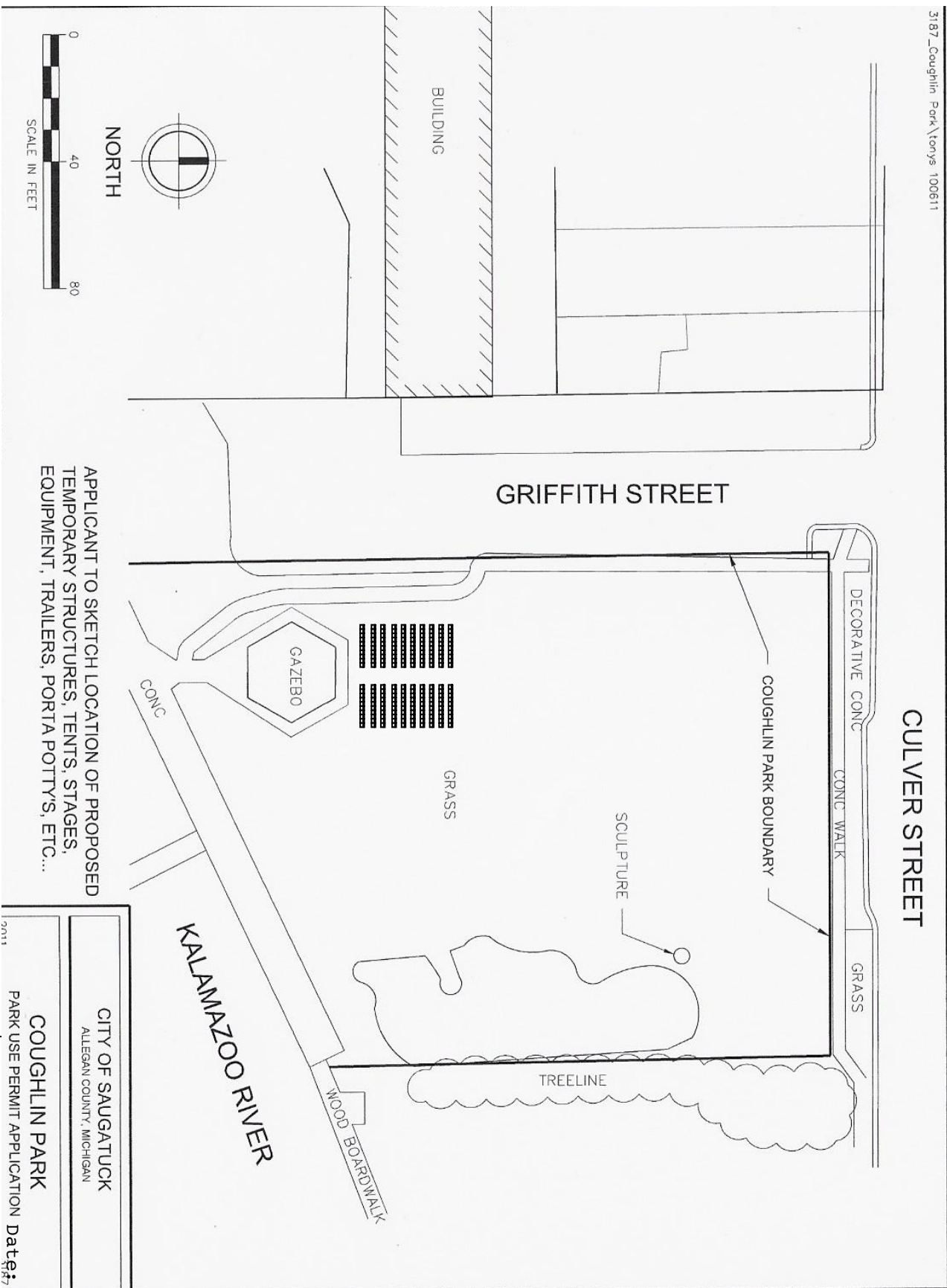
*I agree to fully comply with all City of Saugatuck ("City") rental policies, rules and applicable laws. I agree to defend, indemnify, and hold harmless the City, its authorized agents, officials, employees and contractors against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages of any kind, including bodily injury or death, and/or property damage, which may be asserted, claimed or recovered against the City, its authorized agents, officials, employees or contractors relating to or arising out of the rental or use of the Coghlin Park gazebo or any related City facilities, grounds or equipment (collectively, the "facilities"). I understand that the facilities are provided by the City "as is," and that the City disclaims any representation or warranty of any kind, express, implied, or statutory without limitation regarding the facilities. I understand that the City will not be liable to me or others on my behalf for any special, consequential, exemplary or incidental damages, arising from any claim relating to this application or the rental of the City facilities, whether such claim is based on warranty, contract, tort (including negligence) or otherwise, even if a City representative is advised of the possibility of such damages.*

*I acknowledge that I have received and read, understand and agree to abide by the terms, conditions and guidelines set forth in the City's rental policy. I agree that I am fully responsible for all activities conducted at the facilities on the day, date and time stated and agree to return the facilities to an equivalent or better condition than when rented. I affirm and represent that I will reimburse the City for any clean-up and/or damages to the facilities, whether caused by me, my guests or third parties. I agree that if the facilities are used in a manner not permitted by the City during my rental period, then the City may prohibit me from using this or another City facility in the future, may seek reimbursement from me for damages to City property and may subject me to other enforcement action as authorized by law.*

\_\_\_\_\_  
Applicants Signature

\_\_\_\_\_  
Date





APPLICANT TO SKETCH LOCATION OF PROPOSED TEMPORARY STRUCTURES, TENTS, STAGES, EQUIPMENT, TRAILERS, PORTA POTTYS, ETC...

CITY OF SAUGATUCK  
ALLEGAN COUNTY, MICHIGAN

COUGHLIN PARK

PARK USE PERMIT APPLICATION Date: #/ /

Project:   
 Owner:   
 Designer:   
 #/ /

**ITEM #5C**



## City Council Workshop Discussion Item

To: Saugatuck City Council  
From: Karen Doyle Homan, Interim City Manager  
Meeting Date: January 07, 2021  
Re: Bequest from Arnold L Shafer Revocable Trust

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The City of Saugatuck Michigan, right before the Christmas Holiday, received a bequest in the amount of \$10,000 from the estate of the Arnold L Shafer Revocable Trust for the specific purpose of dredging the harbor. Because that project is likely a long way off, Mayor Bekken wondered if we could possibly use the money for treating the Eurasian Water Milfoil. The successor Trustee has agreed to allow the bequest to be used for this purpose.

I am attaching the correspondence received for your review.

Dear Ms. Doyle Homan,

I have discussed your suggestion with the Successor Trustee and she has agreed to distribute the bequest for use as you describe. Please forward the signed receipt to us and we will forward you the bequest. Best of luck with the project.

Regards,

**Pedersen**  
Pedersen & Houpt

John J. Hayes  
Attorney at Law  
161 North Clark Street, Suite 2700  
Chicago, Illinois 60601  
312-261-2121  
[jhayes@pedersenhaupt.com](mailto:jhayes@pedersenhaupt.com)

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**From:** City Manager [<mailto:citymanager@saugatuckcity.com>]  
**Sent:** Monday, January 04, 2021 11:36 AM  
**To:** Hayes, John  
**Cc:** Mark Bekken; Garnet Lewis  
**Subject:** Arnold L Shafer Trust Bequest

Mr. Hayes,

Good morning! The City of Saugatuck Michigan recently received a bequest in the amount of \$10,000 from the estate of the Arnold L Shafer Revocable Trust for the specific purpose of dredging the harbor. Kalamazoo Lake Harbor has had issues with its health that dredging would certainly solve. Where the water is shallow, we've seen the establishment of the invasive species, Eurasian Water Milfoil. It has invaded about 17 acres of the harbor. This is a serious and immediate threat to the health of the harbor's ecosystem. The City is committed to eliminating it where possible. This will be a multi-year project.

The City would like to ask if the Successor Trustee, Ms. Julie Kohler, would be willing to allow the City of Saugatuck to use this \$10,000 bequest for fighting the Eurasian Water Milfoil. This bequest would help

pay about half of the first year's treatment. The dredging project will take millions of dollars and permitting by Michigan's Department of Environment, Great Lakes, and Energy (EGLE) is some years away because of contaminants that may be stirred up by dredging.

We look forward to your response.

Karen Doyle Homan  
Interim City Manager  
City of Saugatuck  
O: 269-857-2603 Ext 104  
C: 616-520-5131

# Pedersen

Pedersen & Houpt

December 18, 2020

**John J. Hayes**  
Attorney at Law  
312 261 2121  
Fax 312 261 1121  
jhayes@pedersenhaupt.com

City of Saugatuck  
P. O. Box 86  
Saugatuck, Michigan 49453

Re: Arnold L. Shafer Trust

Dear Sir or Madam:

As you may be aware, our firm represents Ms. Julie Kohler as Successor Trustee of the Arnold L. Shafer Revocable Trust. Your organization is named as a beneficiary under the trust agreement.

Since the date of Arnie's death on July 25, 2020, Ms. Kohler has gathered information regarding all assets of the decedent's trust and has taken control of all assets as Successor Trustee.


At this time the Successor Trustee is prepared to pay out all specific bequests of the Trust. You are entitled to one of those specific bequests in the amount of \$10,000.00. Such gift made for the specific purpose of dredging the harbor.

Enclosed is a Receipt and Release, which we ask that you review and sign. As is standard practice in trust and probate administration, we ask that each beneficiary sign and return a Receipt and Release to this office prior to us disbursing the funds. Please include your organization's determination letter provided by the IRS when returning the signed Receipt and Release to our office.

Please note that this law firm represents the Successor Trustee of the Trust, and not any individual beneficiary of the trust. If you have any questions regarding the amount of your distribution, the consequences of signing the Receipt and Release, or any questions regarding your rights under the Trust agreement, I would recommend that you contact an attorney who will review for you your rights as a beneficiary of the trust.

If you have any questions, please contact the undersigned. Thank you.

Very truly yours,

  
John J. Hayes  
JJH:kct

Enclosures

cc: Ms. Julie Kohler, via electronic mail

ARNOLD L. SHAFER REVOCABLE TRUST DATED JANUARY 8, 2004

**RECEIPT ON DISTRIBUTION;  
RELEASE AND REIMBURSEMENT AGREEMENT**

I, \_\_\_\_\_, acknowledge that the City of Saugatuck has received its full specific bequest as required pursuant to Article 3.4(a) in the amount of \$10,000.00 from the Arnold L. Shafer Revocable Trust dated January 8, 2004 ("Trust").

In consideration of the distribution of the aforesaid property to City of Saugatuck and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I:

(a) hereby forever release and discharge Julie Kohler individually and as Successor Trustee, of and from any and all claims, demands, suits, actions and liabilities or responsibilities of whatsoever kind or nature, arising out of or in connection with said trust in-so-far as it relates to the portion of the trust now being distributed; and

(b) hereby agree to assume and pay all liabilities for which the Successor Trustee may hereafter be personally liable in an amount not to exceed \$10,000, to the extent that the Successor Trustee would have been entitled to be reimbursed therefor from the property distributed had such property remained in the possession of the Successor Trustee.

\_\_\_\_\_  
City of Saugatuck  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Tax ID No: \_\_\_\_\_

\_\_\_\_\_  
Date

Attorney Name: John J. Hayes  
Firm Name: Pedersen & Houpt  
Address: 161 North Clark Street, Suite 2700  
Chicago, IL 60601  
Telephone: (312) 641-6888