



**CITY COUNCIL AGENDA  
JANUARY 25, 2016 – 7:00 P.M.**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF MINUTES
  - A. **Regular City Council Meeting of January 11, 2016**
5. MAYOR'S COMMENTS
6. CITY MANAGER'S COMMENTS
7. AGENDA CHANGES (ADDITIONS/DELETIONS)
8. GUEST SPEAKERS:
  - A. **Berthiaume & Company FY 14/15 Audit Review**
  - B. **City Treasurer Peter Stanislawski – Financial Report FY 2015/2016**
  - C. **Rolf Timmerman – State of the School Address**
9. PUBLIC COMMENT *Agenda Items Only (Limit 3 minutes)*
10. REQUESTS FOR PAYMENT
  - A. **Approval of Accounts Payable**
11. PUBLIC HEARINGS: **None**
12. UNFINISHED BUSINESS: **None**
13. NEW BUSINESS
  - A. **Alcohol License Approval (VOICE VOTE)**
  - B. **WWMT 'Live Eye' License Agreement Renewal (VOICE VOTE)**
  - C. **Professional Services – Chain Ferry Management Agreement (VOICE VOTE)**
  - D. **2016 Boat Slip Management Agreement (VOICE VOTE)**
  - E. **Municipal License Renewals (VOICE VOTE)**
  - F. **Saugatuck/Douglas Library Board Reappointment (VOICE VOTE)**
  - G. **Various Boards & Commission Appointments (VOICE VOTE)**
14. CONSENT AGENDA:
  - A. **Annual St. Patrick's Day Parade – March 12, 2016**
15. PUBLIC COMMENTS *(Limit 3 minutes)*
16. COMMUNICATIONS:
17. BOARDS, COMMISSIONS & COMMITTEE REPORTS
  - A. **KLSWA, Harbor Authority, Fire Board, Police Commission, Planning Commission**
18. COUNCIL COMMENTS
19. ADJOURN

**NOTICE**

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

**Proposed Minutes**  
**Saugatuck City Council Meeting**  
**Saugatuck, Michigan, January 11, 2016**

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

1. **Call to Order** by Mayor Peterson at 7:00 p.m.
2. **Pledge of Allegiance**
3. **Attendance:**  
Present: Spangler, Bekken, Johnson, Hess, Verplank, Peterson & Trester  
Absent: None  
Others Present: City Manager Harrier & City Clerk Nagel
4. **Approval of Minutes:** A motion was made by Verplank, 2<sup>nd</sup> by Trester, to approve the December 28, 2015 regular meeting minutes as presented. Upon voice vote the motion carried unanimously.
5. **Mayor's Comments:** Mayor Peterson announced the new DPW sidewalk tractor is working well in clearing the sidewalks.
6. **City Manager's Report:** None
7. **Agenda Changes:** (*deletion*) **8(A) Berthiaume & Company – FY 14/15 Audit Review**
8. **Guest Speakers:**  
~~A. Berthiaume & Company – FY 14/15 Audit Review~~
9. **Public Comment:** None
10. **Request for Payment:** A motion was made by Hess, 2<sup>nd</sup> by Spangler, to approve the accounts payable in the amount of \$530,370.87. Upon voice vote the motion carried unanimously.
11. **Public Hearings:** None
12. **Unfinished Business:** None
13. **New Business:** None
14. **Consent Agenda:** None
15. **Public Comment:** Dan Fox (*resident*) regarding a recent article in the Local Observer about local police protection, he would like Council to further research the 24 hour police protection and if the community feels it's necessary.
16. **Communications:** None
17. **Boards, Commissions & Committee Reports:** None
18. **Council Comments:** Council Member Verplank commended DPW employee Scott Herbert for salting sidewalks on New Year's Eve and the Saugatuck Township Fire Department for manning downed electrical lines during recent snow/ice storm.  
  
Mayor Peterson announced she personally walked to each business on Butler Street apologizing to the business owners after she was made aware the public restrooms were left locked.
19. **Adjournment:** Mayor Peterson adjourned the meeting at 7:09 p.m.

Respectfully Submitted,

Monica Nagel, CMC  
City Clerk

10A

Vendor Name	Description	Amount
1. ALLEGAN COUNTY TREASURER	PROPERTY TAXES	11,257.98
2. BLOOM SLUGGETT MORGAN	TAX TRIBUNAL	297.50
	LEGAL FEES	2,100.00
	TOTAL	2,397.50
3. CAPITAL ONE	SUPPLIES	11.97
4. CMS MEDICARE INSURANCE	HEALTH INSURANCE	382.30
5. DIANNA MC GREW	ASSESSING SERVICES	2,388.87
6. EDGEWATER RESOURCES	HARBOR	5,950.00
7. FRIS OFFICE OUTFITTERS	DPW SUPPLIES	131.48
8. FRONTIER	TELEPHONES	299.39
9. HOLLAND MEDI-CENTER	DOT PHYSICALS	46.00
10. HOLLAND P.T.	SUPPLIES	19.84
11. INTERURBAN TRANSIT AUTHORITY	PROPERTY TAXES	3,234.52
12. KALAMAZOO LAKE SEWER & WATER	607 BUTLER STREET	476.11
13. MINER SUPPLY CO	SUPPLIES	254.41
14. OTTAWA AREA INTERMEDIATE	SCHOOL DIS	
	PROPERTY TAXES	1,020.10
15. PETER STANISLAWSKI	PHONE REPAIR	32.38
16. PETTY CASH	POSTAGE & UNIFORM	31.75
17. SAUGATUCK DOUGLAS LIBRARY	PROPERTY TAXES	3,346.37
18. SAUGATUCK DRUG	SUPPLIES	4.89
19. SAUGATUCK FIRE	PROPERTY TAXES	10,895.57
	SHORT TERM RENTAL	30.00
	TOTAL	10,925.57
20. SAUGATUCK PUBLIC SCHOOLS	PROPERTY TAXES	57,167.07
21. SHELL	GASOLINE & DIESEL	34.17
22. STANDARD INSURANCE COMPANY	INSURANCE	298.95
23. VITA NOVA GROUP	PLANNING & HDC SERVICES	1,761.00
24. WILLIAMS & WORKS	TRI COMMUNITY PLAN	118.16
TOTAL - ALL VENDORS		101,590.78
<b>FUND TOTALS:</b>		
Fund 101 - GENERAL FUND		13,911.54
Fund 202 - MAJOR STREETS		22.38
Fund 203 - LOCAL STREETS		25.74
Fund 661 - MOTOR POOL FUND		233.40

01/22/2016 11:26 AM  
User: Peter  
DB: Saugatuck

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF SAUGATUCK  
EXP CHECK RUN DATES 01/12/2016 - 01/22/2016  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

Vendor Name	Description	Amount
Fund 701 - CURRENT TAX FUND		87,397.72

Post Date	Journal	Summ/Det	Ref #	Description	DR Amount	CR Amount
01/15/2016	PR	S	17603 263	SUMMARY PR 01/15/2016		
101-000-001.000				CASH IN CHEMICAL		7,387.96
101-000-228.002				STATE INCOME TAX WITHHELD		648.12
101-000-229.000				DUE TO FEDERAL GOVERNMENT		4,423.83
101-000-234.000				DUE TO RETIREMENT PLANS		4,975.47
101-101-702.000				SALARY	37.50	
101-101-720.000				FRINGE BENEFITS	2.87	
101-173-702.000				SALARY/WAGES	3,308.31	
101-173-720.000				FRINGE BENEFITS	828.85	
101-215-702.000				SALARY/WAGES	1,903.56	
101-215-720.000				FRINGE BENEFITS	488.82	
101-253-702.000				SALARY/WAGES	2,389.43	
101-253-720.000				FRINGE BENEFITS	613.61	
101-265-702.000				SALARY/WAGES	236.18	
101-265-720.000				FRINGE BENEFITS	79.34	
101-441-702.000				SALARY/WAGES	4,053.39	
101-441-720.000				FRINGE BENEFITS	1,459.13	
101-721-702.000				SALARY/WAGES	60.00	
101-721-720.000				FRINGE BENEFITS	4.59	
101-751-702.000				SALARY/WAGES	1,225.25	
101-751-720.000				FRINGE BENEFITS	358.75	
101-756-702.000				SALARY/WAGES	282.59	
101-756-720.000				FRINGE BENEFITS	103.21	
202-000-001.000				CASH IN BANK		1,370.98
202-463-702.000				SALARY/WAGES	207.82	
202-463-720.000				FRINGE BENEFITS	71.84	
202-464-702.000				SALARY/WAGES	807.41	
202-464-720.000				FRINGE BENEFITS	283.91	
203-000-001.000				CASH IN BANK		1,729.99
203-463-702.000				SALARY/WAGES	245.07	
203-463-720.000				FRINGE BENEFITS	93.43	
203-464-702.000				SALARY/WAGES	1,025.21	
203-464-720.000				FRINGE BENEFITS	366.28	
661-000-001.000				CASH IN BANK		1,130.31
661-443-702.000				SALARY/WAGES	849.06	
661-443-720.000				FRINGE BENEFITS	281.25	
					<u>21,666.66</u>	<u>21,666.66</u>
					<u>21,666.66</u>	<u>21,666.66</u>



# City Council Agenda Item Report

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City of Saugatuck

**FROM:** Kirk Harrier, City Manager  
**MEETING DATE:** January 25, 2016  
**SUBJECT:** Alcohol License Approval

## **DESCRIPTION**

Kimberly Bale has applied for a permit from the Michigan Liquor Control Commission to serve alcohol at a new proposed restaurant located at 329 Water Culver St. The applicant is proposing to open a new restaurant and as part of the request is requesting approval to serve alcohol for onsite consumption and outdoor seating fully located on private property. Per the revised regulations under Chapter 90 of the Code of Ordinances and Sections 154.049 and 154.092(P) of the Zoning Code, the applicant is seeking approval from City Council. A public hearing was held on January 21, 2016 by the Planning Commission in accordance with the revised regulations. At that meeting the Planning Commission approved to recommend to City Council the approval of the application.

The property at 329 Water Street was originally constructed as a residential structure, but has been home to multiple retail uses over the past few years. The subject property is zoned Water Street East (C-2), and per Section 154.039 restaurants are listed as a permitted use by right. Furthermore, 154.049 requires Planning Commission special land approval use for outdoor seating and for a recommendation to City Council before any new liquor license can be issued. The properties to the North, South, and East are also zoned Water Street East and the property to the west on the opposite side of Water Street is zoned Water Street South (C-2).

## **BUDGET ACTION REQUIRED**

N/A

## **COMMITTEE/COMMISSION REVIEW**

The Planning Commission approved a recommendation following a public hearing at the January 21, 2016 Planning Commission meeting.

## **LEGAL REVIEW**

Municipal attorney, Jeff Sluggett, has prepared the language in the attached agreement.

## **SAMPLE MOTION:**

Motion to approve/deny the agreement dated, January 25, 2016 for the onsite service of alcohol at 329 Water Street, in accordance with Chapter 90 of the Code of Ordinances and Sections 154.049 and 154.092(P) of the Zoning Code.

AGREEMENT REGARDING ISSUANCE  
OF A CLASS C RESORT LIQUOR LICENSE  
CITY OF SAUGATUCK, MICHIGAN

THIS AGREEMENT is entered into this 25th day of January, 2016, between Roots MI LLC, (the "Applicant"), 6462 118<sup>th</sup> Ave, Fennville Michigan 49408 and the CITY OF SAUGATUCK, a Michigan municipal corporation (the "City"), 102 Butler Street, P.O. Box 86, Saugatuck, Michigan 49453.

RECITALS

WHEREAS, the Applicant has requested that the City consent to the transfer of a Tavern License and upgrade to a Class C license and acquire a new SDM license to be held by the Applicant and used at 329 Water Street, in the City of Saugatuck; and

WHEREAS, the City has adopted zoning provisions requiring that applicants seeking an on-premises liquor license obtain special land use approval; and

WHEREAS, following a noticed public hearing the City Planning Commission adopted a motion approving the Applicant's request for special land use approval to permit the operation of an establishment serving alcoholic beverages for on-premises consumption conditioned, in part, on the Applicant's entering into this agreement; and

WHEREAS, as an inducement of the City to approve its request, the Applicant affirmatively represents that it will abide by the terms of this Agreement if the Applicant's request for transfer of the liquor license is approved.

NOW, THEREFORE, in consideration of their mutual promises, the parties agree as follows:

1. The Recitals set forth above are affirmed as correct and are deemed to be an integral part of this Agreement.
2. In reliance upon Applicant's pledges herein, the City will take all actions reasonably requested by the Applicant to notify the State of Michigan or Michigan Liquor Control Commission ("MLCC") of the City's issuance of all zoning approvals required to operate an establishment serving alcoholic beverages for on-premises consumption.
3. Applicant agrees that if the aforesaid liquor license is transferred it will operate its establishment in accordance with all state laws, City ordinances and approvals received from the City, including any conditions attached to the special land use approval granted by the City Planning Commission.
4. Nothing in this Agreement shall prohibit the Applicant from selling, assigning or transferring its interest in the licenses and/or business subject to all legal requirements and the terms of this Agreement.
5. In the event the Applicant transfers, sells, or assigns its interest in the license and/or business to another person or entity, it shall make the provision, as a requirement of the sale, that the purchaser or purchasers abide by the terms of this Agreement, in writing, or in

the alternative, enter into a new agreement with the City under the same terms and conditions as stated herein.

6. The City and the Applicant acknowledges that this Agreement and the covenants herein are unique, and in the event of default by the Applicant, the City would not be able to be adequately compensated for damages. It is therefore agreed that in the event of a default by the Applicant, the City shall have the right to enforce the terms and provisions hereof by an action for specific performance and/or other equitable relief.

**Roots MI LLC**

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

Its: \_\_\_\_\_

**City of Saugatuck**

\_\_\_\_\_  
Christine Peterson, Mayor

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



# City Council Agenda Item Report

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City of Saugatuck

**FROM:** Kirk R. Harrier, City Manager  
**MEETING DATE:** January 25, 2016  
**SUBJECT:** WWMT 'Live Eye' License Agreement Renewal

**DESCRIPTION**

This License Agreement renewal between Sinclair Broadcast Group, Inc. ('WWMT-TV') involves the continued operation of the New Channel 3 'Live Eye' skycam on City property, at the top of Mt. Baldhead. During the term of this Agreement, WWMT-TV will pay the city \$1,000.00 in annual \$500.00 installments, commencing on January 25, 2016 and ending on January 31, 2018.

**BUDGET ACTION REQUIRED**

N/A

**COMMITTEE/COMMISSION REVIEW**

N/A

**LEGAL REVIEW**

N/A

**SAMPLE MOTION:**

Motion to approve/deny License Agreement between the City of Saugatuck and Sinclair Broadcast Group, Inc. as presented.

## LICENSE AGREEMENT

This License Agreement ("**Agreement**") between Sinclair Broadcast Group, Inc ("**WWMT-TV**") and the city of Saugatuck, a Michigan municipal corporation ("**City**"), involves the installation and operation of a Newschannel 3 "Live Eye" skycam on City property, at the top of Mt Baldhead.

A. WWMT-TV has requested of the City, and the City has agreed to grant, permission to install and operate a skycam on the inactive radar tower at the top of Mt. Baldhead, in a location as approved by the City ("**Premises**"), in order to broadcast from Saugatuck and the surrounding area.

B. WWMT-TV has also requested of the City, and the City has agreed to grant, permission to install equipment necessary to enable live microwave TV transmissions from the Premises consistent with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. WWMT-TV may install, operate and maintain a skycam and other equipment necessary to the operation of the skycam at the Premises in a location approved in advance by the City. WWMT-TV shall be solely responsible for all operating and maintenance costs related to its equipment including electrical power. The permission granted by this Agreement is limited to the installation, operation and maintenance of the skycam and related equipment. Under no circumstances shall other equipment or appurtenances be installed on the Premises without the express written consent of the City. WWMT-TV's operation of the skycam shall at all times be consistent with federal and state laws with respect to matters of personal privacy.

2. WWMT-TV shall provide the City and the Saugatuck-Douglas Convention and Visitors Bureau ("**CVB**") with an image from the skycam for use on their respective Internet web sites. This may be in the form of a link to <[wwwmt.com](http://wwwmt.com)> or some other mutually agreeable display method. This image will be provided to the City and the CVB at no cost and WWMT-TV grants permission for use of this image on the two entities' web sites as long as it is identified as "Newschannel 3 Saugatuck Live Eye." (If a link, this information will already be displayed on the bottom of the image, along with the time and date the image was captured by computer equipment.)

3. WWMT-TV and the City have already shared in the initial cost of some improvements made by the City to the Premises. During the term of this Agreement, WWMT-TV will pay the City \$1,000.00, in annual \$500 installments, commencing on January 25, 2016 and ending on January 31, 2018. The City assumes no obligation to maintain the Premises and the parties agree that the Premises are being provided "as is."

4. The parties shall continue to meet, as necessary, to discuss ways to minimize vandalism at the site. Among the issues that will be explored are ways to prevent outsiders from gaining access to the Premises so as to prevent theft or damage to WWMT-TV's automated equipment as well as City property. The parties acknowledge and agree that the City assumes no obligation to undertake any of the concepts discussed at such meeting(s) and the City shall not be held liable for any damages or injuries arising out of WWMT-TV or its employees' or officers' use or exercise of this license. The City may choose to undertake certain security improvements at the site and to bear the cost of such improvements. However, WWMT-TV shall be responsible, at its sole cost and expense, for any specific site improvements made to the Premises requested by WWMT-TV and for its equipment. The City must approve any work on the Premises performed pursuant to the terms of this Paragraph in advance.

5. So long as this Agreement is in effect, the City shall not allow any third party to locate or install equipment on the Premises that would cause electronic interference with the video or audio microwave signals from WWMT-TV's receiving or transmitting equipment or of the skycam. This Paragraph shall not be interpreted or construed as limiting the right of the City to permit, license or lease the Premises or use of the Premises to other parties for other purposes (i.e.: telecommunications transmissions, internet transmissions, etc) so long as doing so does not unreasonably interfere with WWMT-TV's use of its equipment.

6. This Agreement shall terminate automatically on January 31, 2018. However, WWMT-TV has the right on every anniversary date of this Agreement (February 13) to terminate such contract with a 30-day written notice. Upon the termination date of January 31, 2018, if the City receives a bona fide offer from a third party for the use of the Premises to broadcast live microwave TV transmissions, the City may proceed to contract with the third party only after the City first gives WWMT-TV an opportunity to use the Premises on the same terms and conditions as contained in the third party's written offer. Upon termination of the Agreement for any reason, WWMT-TV shall promptly remove its equipment from the Premises and repair all damage to the Premises caused by WWMT-TV's use of the Premises or removal of the equipment.

7. WWMT-TV shall indemnify and hold harmless the City and its officers and employees from any and all claims, liens, judgments or demands of any kind or nature, arising out of this Agreement or the use of the Premises by WWMT-TV or its officers, employees, contractors or agents. The obligations of this paragraph shall survive any termination of this Agreement.

8. During the term of the Agreement WWMT-TV shall maintain in full force and effect and at its sole cost and expense, comprehensive commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall, without limitation, include coverage for WWMT-TV's equipment on the Premises; independent contractor's liability; and general and premises liability. All insurance policies shall be written on an occurrence and not on a claims made basis. The policy shall name the City of Saugatuck, a municipal corporation of the State of Michigan and its officers, boards, commissions, councils, employees, agents and contractors, as their respective interests may appear as additional insureds (herein referred to as the "**Additional Insureds**"). A certificate of insurance evidencing the preceding coverage shall be filed and maintained with the City annually during the term of the Agreement. The insurance policy maintained pursuant to this shall contain the following endorsement:

"At least thirty (30) days prior written notice shall be given to the City by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail to the City of Saugatuck."

As between City or Additional Insureds and WWMT-TV, if more than one policy of insurance does or may apply to a given claim or matter, then the policy maintained by WWMT-TV pursuant to this Agreement shall be deemed the primary policy, and that policy shall contain a provision that states that it is the primary policy as opposed to any other policy of insurance that may apply to City or the Additional Insureds on any given claim or matter.

(Remainder of this page intentionally left blank)

Authorized officers of the parties hereto have executed this Agreement as of the dates set forth below:

**For Sinclair Broadcast Group, Inc:**

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Dated

**For the City of Saugatuck:**

\_\_\_\_\_  
Christine Z. Peterson, Mayor

\_\_\_\_\_  
Dated

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

\_\_\_\_\_  
Dated

09805 (001) 444491.3



# City Council Agenda Item Report

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City of Saugatuck

**FROM:** Kirk R. Harrier, City Manager  
**MEETING DATE:** January 25, 2016  
**SUBJECT:** Professional Services – Chain Ferry Management Agreement

**DESCRIPTION**

Attached is the proposed Independent Contractor Management Agreement for the 2016 Saugatuck Chain Ferry Operations. The proposed compensation in the amount of \$5,775.00 will remain the same as in 2014 and 2015.

**BUDGET ACTION REQUIRED**

N/A

**COMMITTEE/COMMISSION REVIEW**

N/A

**LEGAL REVIEW**

N/A

**SAMPLE MOTION:**

Motion to approve/deny the Independent Contractor Management for 2016 Chain Ferry Operations as presented in the amount of \$5,775.00.

## INDEPENDENT CONTRACTOR MANAGEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made this 25<sup>th</sup> day of January, 2016 effective as of the date indicated in Section 1 below, by and between the City of Saugatuck (the "City"), a Michigan municipal corporation whose address is 102 Butler Street, Saugatuck Michigan 49453, and Marilyn Starring, a Michigan resident, whose address is 716 Water Street, Saugatuck, Michigan 49453 (the "Contractor").

### Recitals

A. The City operates a chain ferry that carries passengers across the Kalamazoo River (the "Ferry").

B. The Ferry requires staff to operate, including Ferry captains and mates, as well as a Ferry manager to oversee such staff, and to ensure proper operation and compliance of and by the Ferry.

C. The City deems it prudent to contract with a professional experienced in providing such Services (as defined below) for the position of Ferry manager on an independent contractor basis, and Contractor has held itself out as having such professional experience and specialized know how as a licensed captain with expertise in U.S. Coast Guard requirements applicable to the Ferry.

D. Accordingly, the City desires to enter into this Agreement to contract with Contractor to serve as Ferry manager, and Contractor desires to enter into this Agreement to contract with the City to fill such role and to provide all Services (as defined below) as the Ferry manager.

Therefore, in consideration of the mutual covenants and considerations set forth herein, the parties agree as follows:

### Agreement

1. Term. The "Term" of this Agreement shall commence upon ratification of this Agreement by the City Council of the City, at which time this Agreement becomes effective (the "Effective Date"), and shall expire on December 31, 2016. Notwithstanding the foregoing, the parties acknowledge and agree: (a) that the operating season of the Ferry is May 30, 2016 to September 5, 2016 (the "Season"), during which period Contractor shall keep regular hours as determined pursuant to Section 2; and (b) the Contractor shall also work certain pre and post Season hours as determined pursuant to Section 2. The Term may be terminated prior to its natural expiration pursuant to Section 8.

2. Services. In consideration of the compensation set forth in Section 3, Contractor shall perform all duties and job functions stated in the in the City's job description set forth as Exhibit A, as reasonably changed, modified, or amended by the City Council, or by direction of the City Manager of the City (the "City Manager") from time to time. Contractor shall report to the City Manager who shall provide Contractor a work schedule and general and specific instruction as appropriate. Contractor shall oversee and ensure the Ferry's compliance with all United States Coast Guard licensing requirements, processes, regulations, other agency or governmental regulations, and the like. All duties, functions, and responsibilities herein named are collectively termed the "Services". If the scope of those Services listed on Exhibit A is materially altered or increased, the parties will negotiate reasonable additional compensation for such additional, unforeseen duties.

3. Compensation; Hours. City shall pay to Contractor, in exchange for the Services set forth in Section 2, for the entire Season, the total compensation sum of Five Thousand Seven Hundred Seventy-Five Dollars \$5,775 payable in three installment payments on the dates and in the specific amounts as set forth on Exhibit B. The parties acknowledge and agree that Contractor will be available and provide Services as described in Section 2 for up to three hours per day during the Season. The parties acknowledge the actual time spent providing Services may vary from day to day, but on average will not exceed three hours per day. The compensation named in this Section 3 shall be the only compensation paid to the Contractor for the Services performed under this Agreement.

4. City Employees. Contractor acknowledges that except for Contractor, the staff of the Ferry including but not limited to Ferry captains and mates, are "City Employees" employed and paid by the City. Contractor shall manage all such City Employees pursuant and subject to the input and/or control of the City Manager, as the City Manager deems appropriate. Contractor shall not, without the prior written consent of the City Manager, employ any third persons, nor give any third persons authority, duties, nor access as an employee or agent of the City, the Ferry, or Contractor in relation to the Ferry or the carrying out of any of the Services. In acting toward City Employees, Contractor shall comply and cooperate with the City in its compliance with all Michigan and federal laws, regulations, and executive orders relating to hiring, hours of work, manner of pay, workers' compensation and unemployment benefits as relating to the City Employees.

5. Independent Contractor. Contractor is an independent contractor, hereby contracting with the City to provide the Services, and is not and will not be an employee, partner, agent, or joint venturer of the City. Contractor has no right, power, or authority to bind the City or to assume or to create any obligation on behalf of the City, except as to obtaining licenses and other regulatory approvals with the U.S. Coast Guard pursuant to the performance of the Services, or as specifically authorized by the City Manager. Contractor shall receive from the City, within a reasonable time after the conclusion of calendar year 2016 a miscellaneous income statement showing all compensation paid to Contractor by the City. City shall not pay, and Contractor is solely responsible for, any and all taxes, fees, or contributions of any kind due to any third party from Contractor as a result of its compensation hereunder, including but not limited to the Social Security Act, the Internal Revenue Code, or the laws of the State of Michigan. Neither party may represent to any third party that the relationship between Contractor and the City is anything other than as set forth in this Agreement.

6. Complaints; Safety; Service. Contractor agrees to record and to timely report to the City Manager: (a) any material complaints received from City Employees or the public; (b) any issues regarding safety or maintenance that should, with reasonable exercise of caution, be repaired or otherwise addressed whether as to the Ferry or any fixture or appurtenance used in connection therewith; and (c) any and all injuries of any person or property, in which case notice to the City Manager and any proper authorities shall be made by Contractor immediately.

7. Compliance. Contractor agrees that all Services provided shall be conducted in accordance with applicable Michigan and federal laws and all ordinances, rules, and regulations of the City. If the City Manager or another agent of the City observes Contractor operating in violation of any of the foregoing, the City Manager will give immediate notice to Contractor in an attempt to aid Contractor in full operational compliance.

8. Termination. This Agreement may be terminated prior to expiration of the Term by mutual written agreement of the parties. The City may immediately suspend Contractor without pay pending the resolution of any dispute or breach of this Agreement. Either party may unilaterally terminate this Agreement by written notice to the other of seven (7) days. If this Agreement is terminated prior to the expiration of the Term, the compensation due Contractor will be equal to \$5,775 divided by the number of days in the Season, times the number of days that Contractor provided Services. If the amount due Contractor is more than the amount paid by the City to Contractor at the time of such termination, the City shall pay to Contractor the difference. If the amount due Contractor is less than the amount already paid by the City to Contractor at the time of such termination, the Contractor shall refund to the City the difference.

9. Assignment. This Agreement, and the rights, interests, duties, obligations, and/or benefits hereunder shall not be assigned, transferred, or pledged in any way. Any attempt to assign, transfer, or pledge this Agreement contrary to the foregoing shall be null and void.

10. Amendment. This Agreement may be amended only by a writing signed by both parties.

11. Merger. This Agreement is the entire agreement between City and Contractor. The Parties acknowledge and agree that no representation, inducement, or condition not set forth herein has been made or relied upon by either of the parties. All other terms, previous arrangements, understandings and the like are merged herein.

12. Severability. If any provision of this Agreement is held, in whole or in part, to be unlawful or invalid, the remainder of such provision and this Agreement as a whole shall remain in full force and effect with the offending term or provision being stricken, and the remainder of the Agreement being read in congruence with the intentions of the parties as evidenced by this Agreement.

13. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permissible assigns, if any.

14. Waiver. Waiver of any right created hereby, or by a breach hereof, shall be effective only if in writing and signed by the party charged with waiver. Failure by either of the parties to enforce any provision of this Agreement shall not operate as a waiver of the right to do so at a later time. Waiver by either of the Parties of a breach of any provision of the Agreement shall not operate as a waiver of any other or subsequent breach.

15. Applicable Law. This Agreement shall be governed, construed, interpreted, and enforced in accordance with the domestic laws of the State of Michigan.

16. Headings. Headings used herein are for convenience only, and shall not to be used in construing this Agreement.

17. Notices. Any notice given to a party shall be in writing and mailed or delivered to the party at their address set forth in the introductory paragraph of this Agreement, unless a party serves written notice to the other, designating an different addresses to which subsequent notices, approvals, consents, requests, demands, or formal actions shall be sent.

**CITY:**

City of Saugatuck, a Michigan municipal corporation,

By: \_\_\_\_\_  
Christine Z. Peterson  
Its: Mayor

By: \_\_\_\_\_  
Monica Nagel  
Its: Clerk

**CONTRACTOR:**

By: \_\_\_\_\_  
Marilyn Starring

This Agreement was approved by the City Council of the City of Saugatuck at a regularly scheduled City Council meeting held on January 25, 2016 by the affirmative vote of Saugatuck City Council.

**EXHIBIT A**

1. City of Saugatuck Job Description for Chain Ferry Manager / Captain

## **CHAIN FERRY CAPTAIN**

**Position Summary:** United States Coast Guard master licensed individual to operate the chain ferry “Diane” owned by the city of Saugatuck , in a safe manner, and transport paying passengers from the east to the west side of the Kalamazoo River, or vice versa.

**Report to:** Marilyn Starring, Chain Ferry Manager

**Supervises:** First Mates and passengers.

### **ESSENTIAL JOB FUNCTIONS:**

An employee in this position is required to perform the following essential functions with or without reasonable accommodation. These examples are not an exhaustive list of the duties which the employee may be expected to perform.

1. **General Management:** Directs chain ferry first mate and passengers. Reports to the manager any situations that arise, mechanical problems, injuries or employee concerns. Makes sure that passengers board and disembark safely, and see to their general safety and well being when crossing the river.
2. **Personnel Management and Safety:** Follows personnel policies and procedures – Including U. S. Coast Guard regulations to the safe operation of the chain ferry Diane and following all chain ferry rules and procedures necessary for the safe and efficient operation of the ferry, at all times. Captain is responsible for the safe crossing of the chain ferry, giving way to commercial vessels, looking out for other vessels on the water, and making sure passenger board and disembark the vessel safely, as well as, seeing to their comfort and safety when crossing the river. Person must be able to take charge in an emergency situation, work well with other employees, and provide excellent customer service to passengers using the ferry.
3. **Ferry Maintenance:** Will oversee and participate in daily ferry maintenance. Before opening will ensure ferry is clean and tidy – sweep cobwebs, sweep deck, unlock life jacket boxes, and make sure sufficient area literature is in rack. check to make sure lights and horn are functional, grease zirk fittings daily. At closing, make sure the chain ferry is safely secured to the dock, lock boxes locked, lights turned off and horn on charger if necessary.
4. **Receipts, Budget and Reports.** You will punch in and punch out a daily time card at the Star of Saugatuck. The first shift will pick up the cell phone and the last shift will bring cell phone back to be charged at the Star of Saugatuck’s dock. Each shift will have a cash box. Each shift will be responsible for balancing their drawer at the end of each shift and filling out a daily work sheet. SHORTAGES – any shortages over \$5.00 from your drawer will be taken in equal amounts from each employees pay check who works that shift the following pay period. Cash box is to be picked up from the Star of Saugatuck 10 minutes prior to the beginning of your work shift.

5. Community Relations: Have a positive community relationship with customers and business owners. Politeness and courtesy is a must – you represent the city of Saugatuck! Do not argue with a customer, and if a situation arises call the manager to see how a situation should be handled, or request that the manager come to assist you – if it is an emergency and you need police/medical assistance call 911.
6. Intergovernmental Relations: You will practice U.S. Coast Guard rescue drills (man-overboard, tossing ring buoy, fire). Once during the season there will be a coordinated drill with the fire department and sheriff's department for man overboard and related activities – it will be mandatory for everyone to attend this drill.
7. Operates the chain ferry in a timely manner. Assist with the loading and unloading of passengers and their belongings.
8. Perform other duties as required.

**MINIMUM QUALIFICATIONS AND REQUIRED KNOWLEDGE, SKILLS, ABILITIES:**

These requirements listed below are representative of the minimum qualifications, knowledge, skills, and abilities required to successfully perform the essential functions of the position.

Requirements include, but are not limited to, the following:

1. Age 16 or older.
2. Work permit from local high school (if still attending high school).
3. U.S. Coast Guard Masters License
4. CPR and First Aid certification.
5. Knowledge of chain ferry operations and water safety.
6. Self motivated, works well with others, friendly and outgoing personality.
7. Ability to assess situations and keep chain ferry and passengers out of imminent danger.
8. Ability to work constructively and interact professionally with passengers, employees, general public and various professional contacts.
9. Enrollment in a random drug testing program.

**PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT:**

The physical demands and work environment described here are representative of those an employee encounters while performing the essential functions of the job.

An employee in this position spends the majority of their time outdoors at the ferry launch site or on the ferry crossing the Kalamazoo River, which is typically unsteady.

An employee in this position must have the strength and balanced to climb up or down the launch ramp onto the ferry when water levels may vary considerably, and must have the upper body strength, stamina and physical coordination needed to hand crank the chain ferry across the water and load and unload passengers and their belongings, such as bicycles and strollers.

The employee is required to do all of this in outdoor weather conditions, including very hot weather, rain, and other inclement weather.

The employee is not to be pre-occupied with personal items such as I-pods, cell phone etc.

The employee will follow a dress code: City will provide a chain ferry shirt. The rest of the uniform will be shorts or long pants (shorts should be no higher than mid-thigh) clothing will not have any rips, tears or holes in them, either deck or tennis shoes, or sandals will be worn – no flip flops. Working on the water there may be a variation in temperature - jacket or sweatshirt, hat or visor, sunscreen, and sunglasses may be advisable to have with you at all times.

**EXHIBIT B**

Payments to Contractor

1. Payment in the amount of \$1,925 shall be paid to Contractor by June 30, 2016; and
2. Payment in the amount of \$1,925 shall be paid to Contractor by July 31, 2016; and
3. Payment in the amount of \$1,925 shall be paid to Contractor by August 31, 2016.



# City Council Agenda Item Report

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City of Saugatuck

**FROM:** Kirk R. Harrier, City Manager  
**MEETING DATE:** January 25, 2016  
**SUBJECT:** 2016 Boat Slip Management Agreement

## **DESCRIPTION**

2016 Boat Slip Management Agreement between the City of Saugatuck and Sergeant Marina for the management of four (4) boat slips located at the Griffith Street-end and a portion of Coghlin Park.

The revenues collected by the City in previous years from this agreement are as follows:

2015	\$6,328.20
2014	\$7,681.40
2013	\$6,840.20
2012	\$5,347.70
2011	\$7,152.16
2010	\$6,947.70

## **BUDGET ACTION REQUIRED**

N/A

## **COMMITTEE/COMMISSION REVIEW**

N/A

## **LEGAL REVIEW**

N/A

## **SAMPLE MOTION:**

Motion to approve/deny the 2016 Boat Slip Management Agreement between the City of Saugatuck and Sergeant Marina for the management for four (4) boat slips located at the Griffith Street-end and a portion of Coghlin Park as presented.

## 2016 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 2014 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, 2016 through October 31, 2016, 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, 2016. 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 25<sup>th</sup> day of January, 2016.

**CITY OF SAUGATUCK**

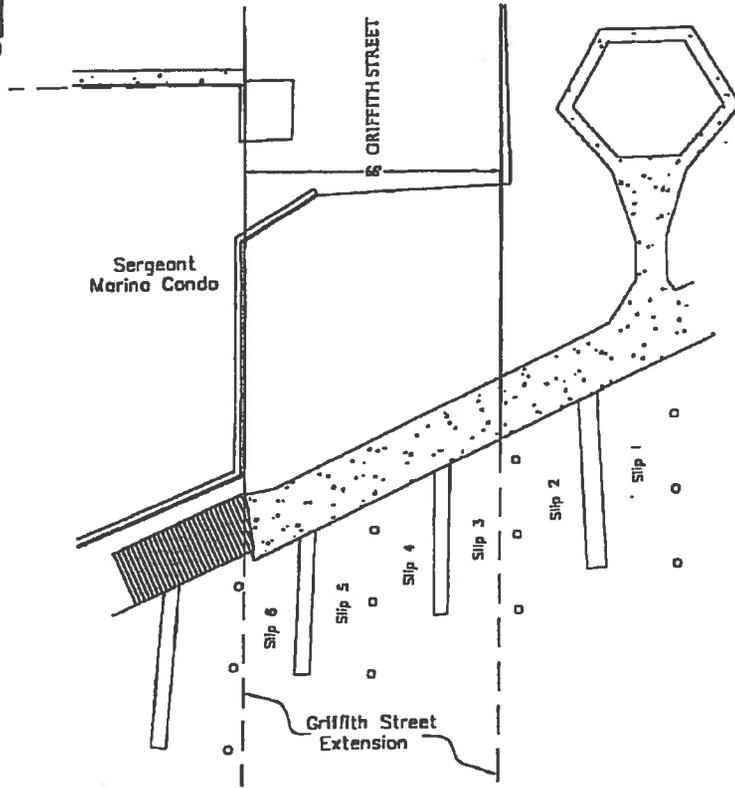
By \_\_\_\_\_  
Christine Z. Peterson  
Its Mayor

And by \_\_\_\_\_  
Monica Nagel  
Its City Clerk

**OPERATOR**

By \_\_\_\_\_  
\_\_\_\_\_  
Its \_\_\_\_\_

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



Scale 1" = 30'

- = Concrete
- D = Description dimension
- M = Measured dimension
- P = Plotted dimension
- ⊙ = Set iron stake
- = Found iron stake

Prepared For:  
City of Saugatuck  
102 Butler Street  
Saugatuck, MI 49453



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



EXHIBIT A



# City Council Agenda Item Report

City of Saugatuck

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**FROM:** Kirk R. Harrier, City Manager

**MEETING DATE:** January 25, 2016

**SUBJECT:** Municipal License Renewals

## DESCRIPTION

Annually the Saugatuck City Council reviews the renewal of Municipal License Agreements. The 2016 rate is calculated by applying the CPI calculated from the Bureau of Labor Statistics to the previous year's rate. There was no increase over the past 12 months, therefore the rates will remain the same as in 2015. **Attachment A** details all the municipal licenses and the new rates. **Attachment B** is a copy of the standard Agreement.

The License Agreement for the N. 22' of Spear Street will have the following section #26 added which allows additional consideration to the license for the use of the structure at 716 Water Street as follows:

26. Access to 716 Water St. During the term of this License, Licensee agrees to provide access to their building located at 716 Water St., Saugatuck, MI to the City's Chain Ferry employees for the purpose of clocking in and out of shifts and providing space for personal items during the term of this License, for which the City shall pay Licensee the sum of \$500.00 for the time period from May 30 through September 5, 2016. If the parties agree procedurally, Licensee shall be given a credit of \$500.00 as a partial offset to the \$1,378.96 amount due from licensee under this License for 2016. If this License is canceled during its term, Licensee shall repay the City for whatever portion of that \$500.00 amount remains applicable to the balance of the term.

## BUDGET ACTION REQUIRED

N/A

## COMMITTEE/COMMISSION REVIEW

N/A

## LEGAL REVIEW

Municipal Attorney Jeff Sluggett has prepared the Agreement

## SAMPLE MOTION:

Motion to approve/deny the 2016 Municipal License Agreement rates as presented on Attachment A and authorize the Mayor and City Clerk to sign such Agreements for 2016 as presented.

**CITY OF SAUGATUCK  
2016 PROPERTY LICENSES**

<b>LOCATION</b>	<b>LESSEE</b>	<b>2016 RATE</b>	<b>COMMENTS</b>	<b>PROPERTY TYPE</b>	<b>TERM</b>
W. ½ of S. Butler	Butler Enterprises	2,068.44 (33'x\$62.68)		66' Street-end	<b>1 year</b>
E. ½ of S. Butler	Sgt.'s Marine	2,068.44 (33'x\$62.68)		66' Street-end	<b>1 year</b>
N. ½ Francis	Wilson	2,068.44 (33'x\$62.68)		66' Street-end	<b>1 year</b>
S. ½ Francis	Ship 'N Shore	2,068.44 (33'x\$62.68)		66' Street-end	<b>1 year</b>
W. ½ Griffith	Sgt.'s Marine	2,068.44 (33'x\$62.68)		66' Street-end	<b>1 year</b>
N. ½ Hoffman	Water Street Marina	2,068.44 (33'x\$62.68)		66' Street-end	<b>1 year</b>
S. ½ Hoffman	Coral Gables	2,068.44 (33'x\$62.68)		66' Street-end	<b>1 year</b>
S. ½ Lucy	S.T.F.D	\$1.00	Existing Dock	66' Street-end	<b>1 year</b>
N. ½ Mason	Coral Gables	2,068.44 (33'x\$62.68)		66' Street-end	<b>1 year</b>
S. ½ Mason	Butler Enterprises	2,068.44 (33'x\$62.68)		66' Street-end	<b>1 year</b>
N. 22' Spear	Starring	1,378.96 (22'x\$62.68). -500.00 878.96	Less \$500 for Chain Ferry Employee Bldg. Access	66' Street-end	<b>1 year</b>
Interlaken	Feinstein	1,425.00 (50'x\$28.50)		50' Street-end	<b>1 year</b>
N. ½ Perryman	Holiday Yacht Club Condo Assoc.	712.50 (25'X\$28.50)		50' Street-end	<b>1 year</b>
S. ½ Perryman	Wilson	712.50 (25'X\$28.50)		50' Street-end	<b>1 year</b>
N. ½ south of Museum	Solberg	1,089.21	Existing dock	City Parcel #0357-009-050-00	<b>5 year</b> <i>Agreement expires 2017</i>
S. ½ south of Museum	Lefort/Weingart	1,089.21	Existing dock	City Parcel #0357-009-050-00	<b>5 year</b>
Van Dalson	Truesdale	1,089.21	Existing dock	City Parcel #0357-009-057-00	<b>5 year</b>
Cook Park <i>Agreement expires 2017</i>	Butler Enterprises	11,852.16 -4,558.31 \$7,293.85	Less \$4,558.31 for maintenance credit	City Parcel #0357-009-215-00	<b>5 year</b> <i>Agreement expires 2017</i>

**\$32,906.40**

**2016 STREET END/PARCEL STRUCTURE-DOCKAGE LICENSE**

THIS LICENSE AGREEMENT is made on this 25<sup>th</sup> day of January, 2016 by and between the CITY OF SAUGATUCK, a municipal corporation, located in Allegan County, Michigan (the "City") and \_\_\_\_\_, whose address is \_\_\_\_\_, Saugatuck, Michigan 49453 ("Licensee").

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

- 1. Description of Licensed Premises: The City grants a license to Licensee as to the following described land ("Premises"):

The Premises include the water frontage and fifteen (15) feet landward of the shoreline or bulkhead line, as well as the bottomlands attributable to the Premises.

- 2. Purpose of License: Licensee may use the Premises and waters of the Kalamazoo River abutting the Premises for the purpose of boat docking, but for no other purpose (or purposes) unless specifically approved in writing by the City Council of the City. Licensee may utilize such boat slip(s)/mooring(s) as are agreed to by the City.

- 3. Term: The term of this License shall be for one (1) year and shall commence on January 25, 2016 and shall terminate on December 31, 2016; provided, however, that in the event the Premises is a parcel and not a street end, then the term of this License shall be for five (5) years and shall commence on January 1, \_\_\_\_\_ and shall terminate on December 31, \_\_\_\_\_. This License can be canceled pursuant to Sections 14 and 15.

- 4. License Charge: In consideration for this License, the Licensee shall pay to the City the sum of \$\_\_\_\_\_ for a one-year license (the "Base License Charge"), payable in full to the City in advance. Holdover charges shall be \$\_\_\_\_\_ per month (due on the first day of each month). In the event the Premises is a parcel and not a street end, then the Base License Charge will be

adjusted for each annual anniversary for so long as this License remains in effect. Such new adjusted Base License Charge will be equal to the product of the Base License Charge immediately prior to the adjustment multiplied by the CPI as reported by the Bureau of Labor Statistics (or successor agency) in October of the year immediately preceding the Base License Charge adjustment as exemplified below; provided, however, that the Base License Charge may not decrease in any year. If the CPI ceases to be published, a reasonable substitute index will replace it for purposes of this License. For purposes of this subsection, "CPI" means the Consumer Price Index of the Bureau of Labor Statistics, United States Department of Labor (CPI-U), all items index for all urban consumers-U.S. city average (October to October), or any subsequent replacement for that index. By way of example, if the relevant Base License Charge for Year 2 is \$100 and the CPI for the period October, Year 1 to October, Year 2 is two percent (2%), then the adjusted Base License Charge for Year 3 would be \$102.

5. Control of Structures: The Licensee may, at the end of the term of this License, remove any of the following structures and equipment presently located on the Premises, or which may be constructed during the term of this License and located on the Premises, or in or over the waters of the Kalamazoo River which abut the Premises: docks, power pedestals, finger piers, dock boxes, and lighting fixtures. In the event the Licensee elects not to remove the aforesaid structures or equipment as permitted in the preceding sentence, then ownership of the same shall lie with the City, which may dispose of such structures or equipment as it, in its sole discretion, deems fit. Licensee shall not remove the aforesaid structures or equipment during the term of this License.
6. New Construction or Major Repair: Licensee agrees not to undertake any new construction, alterations, or major repair work of any kind or description on or to the Premises (or any structures thereon), or in the waters of the Kalamazoo River abutting the Premises, without the prior written permission of the City. Licensee further agrees that it will, prior to commencement

of any construction, alteration, or repair, obtain any necessary permits required under the City Waterfront Construction Ordinance, Zoning Ordinance, or other applicable ordinance, as well as any required Michigan Department of Environmental Quality or Army Corps of Engineer permits or approvals. The City shall be responsible for the costs associated with replacement and/or major repair of the seawall and boardwalk on the Premises.

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

if any such item is not in a safe condition, in the City's sole discretion, the City shall notify the Licensee, and Licensee shall immediately repair the structure(s) and put the structure(s) in a safe and satisfactory condition as determined by the City in its sole discretion. Failure of Licensee to repair the dock(s) or other structure(s), and to put the same in a safe condition within fifteen (15) days from date of notice of its unsafe condition, shall be cause for the City to cancel this License, and to re-enter into possession of the Premises. Failure to repair the structure(s) shall constitute a material breach of this License. Nothing in this Section 9 shall be construed as creating a duty or obligation, of any kind, on, by, or for the City or to waive the City's entitlement to rely on a defense of governmental immunity to the extent otherwise provided by law.

10. Maintenance: Licensee shall, at all times, keep the Premises free of debris and in a neat, safe, and orderly condition, and keep any structures located thereon in good and safe repair. Licensee agrees not to move, alter or remove any deck or structure(s) now existing or hereafter built on or at the Premises without the prior written consent of the City.
11. No Assignment Without Prior City Approval: Licensee shall not assign or sublicense any portion of the Premises or this License to any other person or party for any purpose without the prior written consent of the City, which approval shall not be unreasonably withheld. Any attempt to so assign or sublicense the Premises to anyone other than Licensee shall automatically render this License null and void unless approved by the City as provided for herein. This Section 11 shall not, however, prevent the renting out of a particular boat slip or dock space.
12. Fire Department and Emergency Use: Licensee understands and agrees that a public fire department, police department, or emergency responders may, in the event of an emergency, use the Premises access to the water or to temporarily place trucks or suction equipment in order to pump water from the Kalamazoo River for fire fighting or rescue purposes. Further, the City may permanently install suction stand pipes to facilitate access to water in the event of an emergency.

Licensee will cooperate fully and promptly with any fire department, police agency, or emergency responders if and when an emergency arises requiring their use of the Premises.

13. Passage of the Public: Licensee may not interfere with the orderly passage of members of the public, along with their personal effects, on any boardwalk which parallels the water, in passage over the Premises to the Kalamazoo River or Kalamazoo Lake or in passage from or to the Premises from adjacent parcels of land; provided, however, that to the extent permitted by law, Licensee's docking privileges contained herein shall be exclusive for the benefit of Licensee during the term of this License.
14. Default: Each of the covenants and requirements of this License are deemed to be material to the satisfactory performance of this License, and a breach or failure of Licensee to perform in accordance with any of the covenants or requirements of this License shall give the City the right to declare a forfeiture of this License, to terminate this License, and to retake possession of the Premises. In case of Licensee's default, or failure to perform any of the covenants contained herein, the City shall give written notice of such default, or failure to perform any of the covenants and requirements contained herein and Licensee shall then have 14 business days from the date the notice is received via certified US Mail, or personally served, to cure the default or comply with any of the covenants not being complied with. If Licensee fails to do so, the City shall have the right to re-enter and retake possession of the Premises and this License shall there upon be immediately terminated. Notice provided for in this section shall be sufficient if mailed by certified US mail to Licensee's address as stated above, or notice is personally served upon Licensee or any of its officers.
15. Termination by the City. The City shall have the right to cancel this License at any time upon thirty (30) days' prior written notice to Licensee if Licensee substantially or materially breaches this License or Licensee endangers the public health or safety with regard to the Premises.

16. Removal of any Boat or Personalty of Licensee. If this License is terminated for any reason (including pursuant to Sections 14 or 15), Licensee must remove any boat, personalty, or other item owned by Licensee (except for structures as provided in Section 5 hereof) from the Premises within ten (10) days. If that does not occur, the City may remove any such item and to bill the costs for removal back to Licensee who will pay and reimburse the City for such amount within ten (10) days.
17. Licensee Takes the Premises “As-Is.” The parties agree to and acknowledge all of the following:
- (a) Licensee takes the Premises “as-is” and in its current condition. The City makes no representations, warranties, or promises regarding the Premises or the ability of Licensee to use the Premises.
  - (b) It is up to Licensee to determine where the underwater/riparian boundary lines are and to ensure that no boat mooring space, boat, or other item is moored, kept, or installed beyond the bottomlands attributable to the Premises or over onto the bottomlands of another private property owner.
  - (c) The City makes no representations, promises, or warranties regarding whether or not permanent or overnight dock mooring, anchoring, or boat slips are allowed on or at the Premises involved pursuant to the common law, Michigan property rights, or otherwise.
18. No Claims or Causes of Action Regarding Adverse Possession, Prescriptive Easement, or Similar Theories.
- (a) Licensee acknowledges and agrees that any prior use by Licensee (or Licensee’s predecessors) of the Premises was done or occurred with permission, and that any future use of the Premises by Licensee will also be deemed permissive. Licensee agrees not to claim any right or assert any cause of action regarding adverse possession, prescriptive easement, acquiescence, or similar legal theory against the City or with regard to the Premises.

- (b) Licensee agrees that the use of any property adjoining the Premises (whether involving dry land or bottomlands of the Kalamazoo River), whether intentional or inadvertent, by Licensee or by Licensee's predecessor or predecessors was done with permission, and Licensee has not claimed (and will not claim hereafter) any adverse possession, prescriptive easement, acquiescence, or other similar right or cause of action (whether on dry land or the bottomlands of the Kalamazoo River) as to any adjoining property regarding the Premises.
19. The Adjoining Boardwalk(s) Shall Remain Open During this License. Any boardwalk, sidewalk, or similar walkway along the waterfront which is located outdoors and on property owned, leased, or controlled by the Licensee near or adjacent to the Premises shall remain open for pedestrians who are members of the general public to walk on while this License is in effect.
20. Property Taxes. Property taxes, if any, which pertain to any of the docks (or related dock items) covered by this License (including the westernmost dock) shall be the sole responsibility of the Licensee, without any reimbursement or offset by or from the City. Any payment due hereunder may be paid by a sublicensee of the Licensee.
21. Amendments: This License contains all of the agreements and understandings of the parties hereto, and shall not be amended or changed in any way, unless any such amendment is done in writing and is signed by the both Licensee and the appropriate City officials on authority of the City Council of Saugatuck.
22. Prior License: Effective January 25, 2016, any and all prior licenses, leases, or other arrangements between the parties hereto covering the Premises are hereby canceled and are for all purposes null and void, and of no further force or effect.
23. Representations of Authority: Licensee represents that it has full authority to enter into this License.

24. Compliance with All Laws: Licensee agrees that Licensee (as well as Licensee's family and invitees) shall comply with any and all applicable ordinances, laws, and regulations regarding the Premises and any use thereof. Licensee shall not create or permit any nuisance to occur on the Premises.
25. Controlling Law: The laws of Michigan shall control any disputes arising out of the interpretation or operation of this Agreement.

CITY OF SAUGATUCK, City

Dated: \_\_\_\_\_, 2016

By \_\_\_\_\_  
Christine Z. Peterson, Mayor

Dated: \_\_\_\_\_, 2016

And by \_\_\_\_\_  
Monica Nagel, Clerk

[LICENSEE], Licensee

Dated: \_\_\_\_\_, 2016

By \_\_\_\_\_  
\_\_\_\_\_, Licensee

Dated: \_\_\_\_\_, 2016

By \_\_\_\_\_  
\_\_\_\_\_, Licensee



# City Council Agenda Item Report

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City of Saugatuck

**FROM:** Kirk R. Harrier, City Manager  
**MEETING DATE:** January 25, 2016  
**SUBJECT:** Saugatuck/Douglas Library Board Reappointment

**DESCRIPTION**

The Saugatuck/Douglas Library Board serves Saugatuck Township and the cities of Saugatuck and Douglas. The six (6) member Board of Trustees consists of two (2) appointed members from each municipality with four (4) year terms with said term expiring January 2020..

**BUDGET ACTION REQUIRED**

N/A

**COMMITTEE/COMMISSION REVIEW**

N/A

**LEGAL REVIEW**

N/A

**SAMPLE MOTION:**

Motion to approve/deny the reappointment of Cathy Brockington to continue to serve on the Saugatuck/Douglas Library Board with said term expiring January 2019.

January 19, 2016

Saugatuck City Council  
PO Box 68  
Saugatuck, MI 49453

Dear Council Members:

Catherine Brockington's term as a Saugatuck-Douglas District Library board member has expired and I am requesting that you reappoint her for another four year term.

Ms. Brockington has a degree in library science and she has been an active and valuable asset. Ms. Brockington is familiar with our public library board and she is currently serving on the Personnel Committee.

Sincerely,

Ingrid S. Boyer  
Library Director



# City Council Agenda Item Report

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City of Saugatuck

**FROM:** Kirk R. Harrier, City Manager

**MEETING DATE:** January 25, 2016

**SUBJECT:** Various City Boards & Commission Appointments

**DESCRIPTION**

Per the City Charter Section 8.6 and City Ordinance Section 152.06 appointments shall be made by the Mayor subject to the confirmation/approval of the City Council. The Mayor's appointments are as follows:

**Board of Review (three year term) with said term expiring January 1, 2019**

Nico Leo

**Historic District Commission with said term expiring August 1, 2017 filling remaining term**

Elizabeth Burns

**BUDGET ACTION REQUIRED**

N/A

**COMMITTEE/COMMISSION REVIEW**

N/A

**LEGAL REVIEW**

N/A

**SAMPLE MOTION:**

Motion to **approve/deny** the Mayor's appointments as presented.



P.O. Box 86, Saugatuck, MI 49453  
Phone: 269.857.2603 Fax: 269.857-4406  
Website: [www.saugatuckcity.com](http://www.saugatuckcity.com)

**APPLICATION FOR APPOINTMENT TO  
BOARDS/COMMISSIONS/COMMITTEES**

Name: NICO LEO Home Phone: 269-857-2166

Home/Mailing Address: NICO.LEO@CBGREATLAKES.COM

E-mail Address: 419 ST JOSEPH ST.

Employer: self employed Occupation/Position: \_\_\_\_\_

Business Phone: 810-602-0564 Business Reference: MIKE DEEM

Are you a Saugatuck City resident? X Are you a registered Saugatuck City voter? X

Do you or your employer have any business dealings with the City which might present a conflict of interest? NO If yes, explain \_\_\_\_\_

Serving on a Board or Commission can be time-consuming. Are you committed to attending all regularly scheduled meetings? yes

On which Boards and/or Commissions would you be willing to serve?

- |                         |                              |                         |
|-------------------------|------------------------------|-------------------------|
| Planning Commission     | Historic District Commission | Zoning Board of Appeals |
| <u>Board of Review</u>  | Harbor Commission            | Township Fire Board     |
| Twp. Recreation Comm.   | Kalamazoo Lake Sewer & Water | Library Board           |
| Interurban Transit Auth | Peterson Nature Preserve     | Construction Board      |

Please describe any qualifications, expertise or special interests that relate to your possible appointment:

You may wish to submit a cover letter with your application. Please return the original to the City Clerk's office at the above address for processing. The City of Saugatuck recognizes and supports the concept of balanced representation in regard to filling vacancies on Boards and Commissions. To this end, every effort is made to appoint members who represent Saugatuck's diverse community, including citizens of all ethnic groups as well as people with disabilities. Reasonable accommodations and equal access to communication are provided upon request.

Signature: [Signature] Date: 10/21/15

**\*\*Disclaimer:** Per the City of Saugatuck's retention schedule this application will be kept on file for twelve months, unless you are chosen to serve on a board, then this application is kept on file for the duration of your term.

COPY: Mayor City Council City Clerk



P.O. Box 86, Saugatuck, MI 49453  
Phone: 269.857.2603 Fax: 269.857-4406  
Website: [www.saugatuckcity.com](http://www.saugatuckcity.com)

**APPLICATION FOR APPOINTMENT TO  
BOARDS/COMMISSIONS/COMMITTEES**

Name: Elizabeth Burns Home Phone: 314 413-1089  
Home/Mailing Address: PO Box 142 Saugatuck, mi. 49453  
E-mail Address: betsyburns1@sbcglobal.net  
Employer: Saugatuck Douglas Area Business Assoc. Occupation/Position: marketing/Admin  
Business Phone: 269-857-1626 Business Reference: Marilyn Starring  
Are you a Saugatuck City resident?  Are you a registered Saugatuck City voter?

Do you or your employer have any business dealings with the City which might present a conflict of interest? no If yes, explain \_\_\_\_\_

Serving on a Board or Commission can be time-consuming. Are you committed to attending all regularly scheduled meetings? yes

On which Boards and/or Commissions would you be willing to serve?

- |                            |                                     |                         |
|----------------------------|-------------------------------------|-------------------------|
| <u>Planning Commission</u> | <u>Historic District Commission</u> | Zoning Board of Appeals |
| <u>Board of Review</u>     | Harbor Commission                   | Township Fire Board     |
| Twp. Recreation Comm.      | Kalamazoo Lake Sewer & Water        | Library Board           |
| Interurban Transit Auth    | Peterson Nature Preserve            | Construction Board      |

Please describe any qualifications, expertise or special interests that relate to your possible appointment: Plz see resume

You may wish to submit a cover letter with your application. Please return the original to the City Clerk's office at the above address for processing. The City of Saugatuck recognizes and supports the concept of balanced representation in regard to filling vacancies on Boards and Commissions. To this end, every effort is made to appoint members who represent Saugatuck's diverse community, including citizens of all ethnic groups as well as people with disabilities. Reasonable accommodations and equal access to communication are provided upon request.

Signature: Elizabeth Burns Date: 7/31/15

**\*\*Disclaimer:** Per the City of Saugatuck's retention schedule this application will be kept on file for twelve months, unless you are chosen to serve on a board, then this application is kept on file for the duration of your term.

COPY: Mayor City Council City Clerk

Monica Looman  
Saugatuck City Hall  
102 Butler Street  
P.O. Box 86,  
Saugatuck MI, 49453

Re: Planning Commission Position– **Resume of Elizabeth Burns**

Dear Monica and City of Saugatuck Officials:

Attached is my resume for your consideration for the open position on the Saugatuck Planning Commission. My legal and marketing experience, as well as my business experience and passion for Saugatuck/Douglas, make me a strong candidate for this role.

I am a driven, creative legal professional with over 20 years of experience and have had the opportunity to work with great success in several practice areas including marketing and customer service. My interest in the Planning Commission position springs from my love affair with the Saugatuck Douglas area. I welcome the opportunity to enhance and preserve our superior resort community. We are blessed with the perfect combination of natural wonders, retail bliss, and epicurean delights. Couple these attributes with our established historical significance and we have a perfect combination of resort destination relevance and authenticity.

Additionally, I am a proven, results oriented individual who can assimilate large amounts of information in a short time and target the most plausible solution that benefits my client and end user. I am computer literate and familiar with working on boards and commissions. I have served on a number of fund raising committees and board of directors. Please see my attached list of volunteer activities.

I am mature, disciplined, dependable and able to prioritize multiple pressing issues. I learned these skills as a litigator and as corporate counsel for a large convention based hotel operator. Perhaps my greatest asset is my sincere enthusiasm for the success of a community that has an amazing array of special experiences to offer!

I am attaching my resume demonstrating my commitment to excellence and community. As you consider your options, please know that the enthusiasm and excitement I already bring to this position is genuine

Thank you for your consideration.

Sincerely,

Elizabeth A. Burns

# **Elizabeth A. Burns**

610 Lake Street, PO Box 142

Saugatuck, Michigan 49453

(314) 413-1089

Betsyburns1@sbcglobal.net

## **Professional Experience:**

### **Marketing Professional and Attorney**

2014-present

#### **Saugatuck Douglas Area Business Association**

Establish marketing strategy to promote existing and future S-D ABA events. Utilize state of the art social media campaigns and technology for brand exposure and fund raising efforts.

### **Contract Attorney**

#### **Hudson Legal, St. Louis, MO**

2013

Document review team member specializing in complex litigation matters including SEC, patent infringement, antitrust, and class action wage and hour dispute utilizing Relativity and various review platforms for *E-Discovery*.

#### **Williams Venker & Sanders LLC, St. Louis, MO**

2011-2013

Key team member assigned to national litigation conducting Visual Evidence *E-Discovery*. Worked directly with trial team on discovery and production of documents.

#### **JurisTemps, Inc., Clayton, MO**

2005-2010

Assigned exclusively to **Margulis Grant & Margulis, P.C.** Case management and investigation, client interviews, document review including *E-Discovery* using Concordance, legal research and writing, appellate work.

### **Corporate Counsel**

#### **HBE Corporation, St. Louis, MO**

Managed civil litigation matters for one of the nation's largest design/build construction firms and hotel operators employing over 5000 workers nationwide. Practice included:

- Management of outside counsel for over 200 cases annually including personal injury, employment, construction and commercial litigation, as well as accountability for attorney fees, regulatory compliance, and claims administration.
- Investigation, trial preparation, contract drafting and review, settlement of general liability, worker's compensation and employment lawsuits.
- Counsel for corporate and hotel human resource departments.

### **Associate Attorney**

#### **Durbin, Larimore & Bialick, P.C., Oklahoma City, OK**

Civil litigation, with emphasis on defense of personal injury cases. Practice included all aspects of insurance defense litigation, bad faith and declaratory judgment actions with trial experience in state and federal courts.

### **Associate Attorney & Law Clerk**

#### **Long & Jaudon, P.C., Denver, CO**

Civil litigation, with emphasis on defense of medical and legal malpractice, personal injury cases, premises liability, product liability and motor vehicle matters.

### **Admitted to Practice:**

Missouri Bar, Oklahoma Bar, Colorado Bar

### **Education:**

University of Denver College of Law, Denver, CO (J.D.)

Albion College, Albion, MI (B.A., Magna Cum Laude)

### **Honors and Achievements:**

Recipient: American Jurisprudence Award for Insurance Law

Albion College Webster Merit Scholarship

Phi Sigma Alpha, Political Science Honorary

Albion College Swim Team, NCAA Division III All American

**References and writing samples available on request.**

**Volunteer Activities for  
Elizabeth A. Burns  
610 Lake Street  
PO Box 142  
Saugatuck, Michigan 49453  
(314) 413-1089  
Betsyburns1@sbcglobal.net**

- CASA/Voices for Children** 2011 - 2014  
Court-appointed volunteer advocate for abused and neglected children of St. Louis city striving to find placement in a safe, permanent home.
- Windgate Christian Counseling Center** 2000-2005  
**Board of Directors**  
**Vice President**  
General legal counsel to the Director. Areas of expertise included contracts, labor and employment, and premises liability. Drafted, negotiated, and executed facility leases. Organized and executed several fundraising campaigns which ultimately culminated in the successful relocation of the counseling center to an off site location.
- St. John's Lutheran Church** 2001-2010
- DivorceCare Small Group Leader** 2001-2004  
Facilitator for this nationally recognized divorce recovery program.
- Grand Canyon Leadership Adventure** 2004  
Participant in one-week leadership training adventure to the Grand Canyon which included 14-mile day hike off the South Rim.
- Oasis Youth Ministry Mentor** 2008 – 2010  
Mentor middle school youth through the confirmation catechism at St. John's Lutheran Church, Ellisville, MO.
- Mason Ridge Elementary School** 2001- 2007  
**Parent Volunteer**  
**Co-Chairman of Mason Ridge, Live!** (school's annual talent show with 300 children and staff participants held at Missouri Baptist University with 1000 attendees).  
**Library Assistant**  
**Classroom Planner**  
**Safety Committee**
- Parkway West Middle and High Schools** 2008-2011  
**Library Assistant, WPO Volunteer**
- Equine-Assisted Therapeutic Horsemanship Program** 2006-2010  
Various activities for this therapeutic horsemanship program serving disabled children and adults.

