



**CITY COUNCIL WORKSHOP AGENDA  
THURSDAY, MAY 5, 2016 – 4:00 P.M.**

1. **CALL TO ORDER**
2. **ATTENDANCE**
3. **PUBLIC COMMENT** (Agenda Items Limit 3 minutes)
4. **DISCUSSION ITEMS**
  - A. Big Lake Outfitters Right-of-Way Request
  - B. 129 Griffith Street re: proposed improvements on city parking lot
  - C. Harbor Authority re: roles/responsibilities
  - D. Draft Township Harbor Authority Resolution
  - E. Allegan County Hazardous Waste Proposal
5. **OTHER ITEMS OF DISCUSSION**
6. **PUBLIC COMMENT** (Limit 3 minutes)
7. **COUNCIL COMMENT**
8. **ADJOURN**



# City Council Workshop Report

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City of Saugatuck

**FROM:** Kirk Harrier, City Manager

**MEETING DATE:** May 5, 2016

**SUBJECT:** Use of Public Right-of-Way

**DESCRIPTION:**

City Staff was notified of a potential use of the public right-of-way by a private business. The business is storing kayaks as part of their rental business near the Spear Street Boat Launch. Staff investigated and identified the storage of the Kayaks are in the public right-of-way. The business would like to continue to store the kayaks in the public right-of-way.

If the Council determines to allow this use, then a use agreement would need to be prepared and executed between the business and the City of Saugatuck.



Your Headquarters for Outdoors Adventure

HOME OF BEST CHANCE CHARTERS

640 Water St. Saugatuck, Mi 49453

Kirk,

In talking with Cindy Osman she has suggested that Adem Magoon and I request to be on the City Council Agenda for Monday May 9<sup>th</sup>.

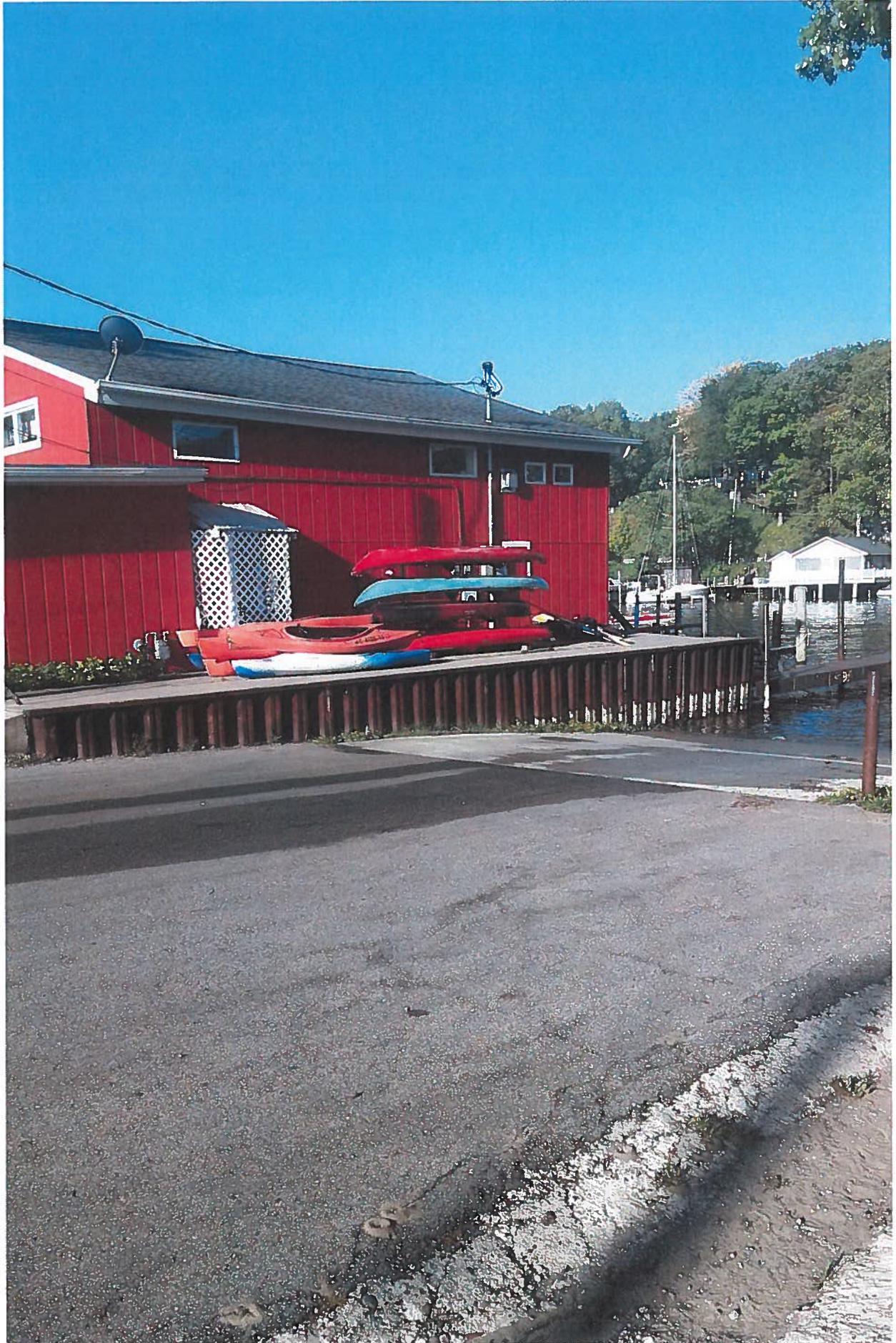
The concern is over the Kayak storage near the launch on Water Street near our Shop. We have used this area for many years, always getting permission from the River Market as well as property owners. We have been made aware that this is City Property and not private by Cindy. We hope to continue to use this area and feel that it is actually a better, safer and more efficient location than other options. We have always been conscious of others using the launch, including the STAR, DUCK BOAT, and general public.

Please place us on the agenda. My cell is 616-638-3997 and I will be available to meet anytime after May 4<sup>th</sup>

Respectfully,

John Bird

Adem Magoon





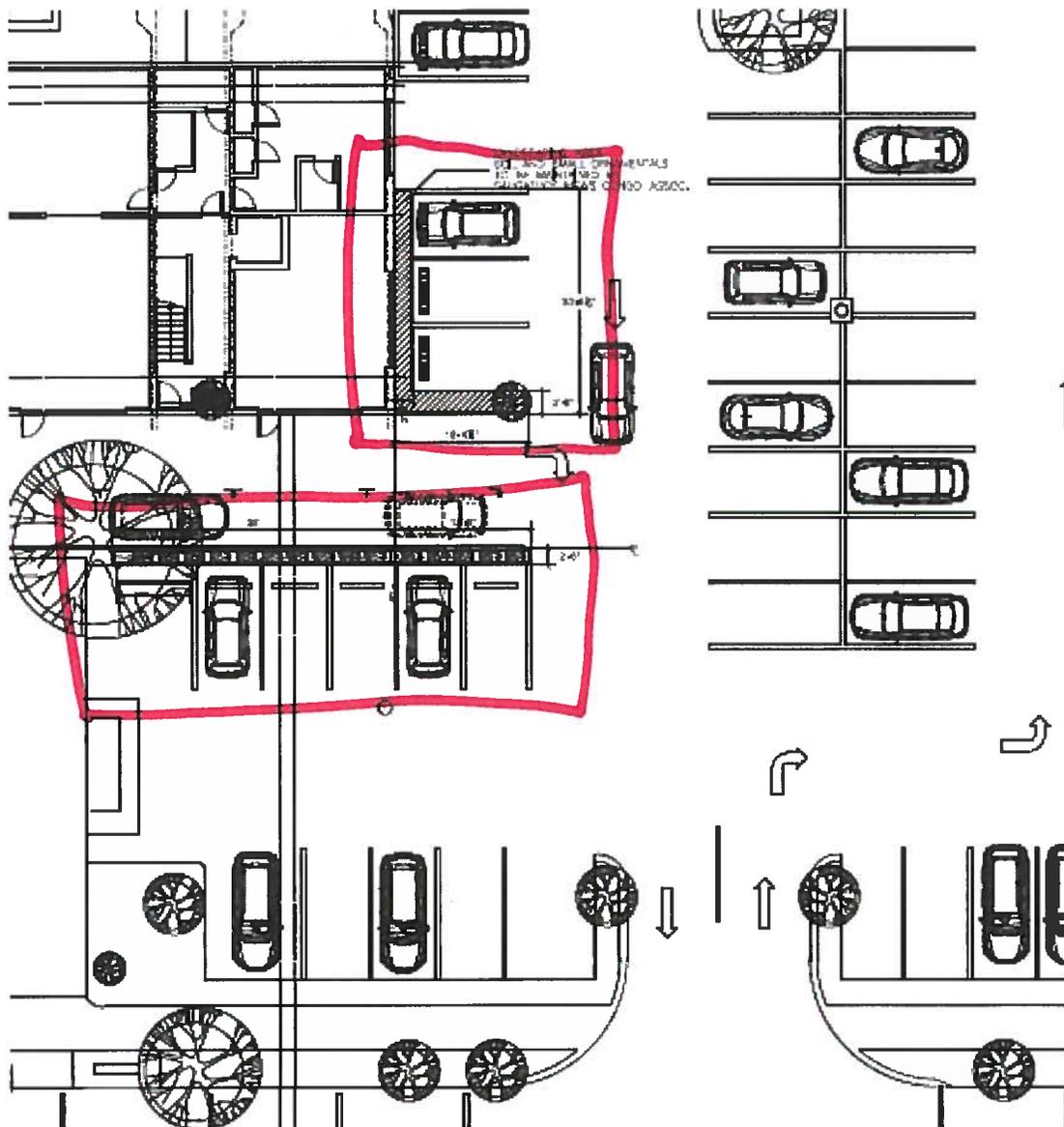
# City Council Workshop Report

City of Saugatuck

**FROM:** Kirk Harrier, City Manager  
**MEETING DATE:** May 5, 2016  
**SUBJECT:** Proposed Modifications to Culver Street Parking Lot

**DESCRIPTION:**

The owner of the new building at 129 Griffith as asked to discuss the potential of adding some additional parking lot modifications to the Culver Street Parking lot in conjunction with the proposed planter.





# City Council Workshop Report

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City of Saugatuck

**FROM:** Kirk Harrier, City Manager  
**MEETING DATE:** May 5, 2016  
**SUBJECT:** Harbor Authority Roles/Responsibilities Review

**DESCRIPTION:**  
City Council members were recently given a matrix to complete regarding how they view the roles and responsibilities of the Harbor Authority. Attached are the compiled results for discussion.

# Kalamazoo Lake Harbor Authority Role Considerations

Tabulation of "yes" responses

	Independent Authority	Initiate Recommendations	Engage when asked
<b>Regulatory/policy</b>			
Capital construction in harbor		5	2
Navigational rules & policies	2	6	6
Long range planning (ie Edgewater work)	1	6	6
Dredging/navigation maintenance strategy	1	5	5
Municipal marina advocacy	2	4	5
State & federal policy advocacy	3	5	5
Grant funding requests	2	5	5
Land use & economic development		4	5
Intercity coordination		7	5
<b>Operational</b>			
Dredging/navigation maintenance		4	4
Buoys		8	4
Launch ramp signage, etc.		7	4
Municipal marina		4	4
PR & Communications	2	4	4
Staff support		7	4
Budget and financing		7	4
Invasive species control		7	4



# City Council Workshop Report

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City of Saugatuck

**FROM:** Kirk Harrier, City Manager

**MEETING DATE:** May 5, 2016

**SUBJECT:** Draft Resolution Language (Harbor Authority)

**DESCRIPTION:**

A sub-committee of the Harbor Authority has been exploring the possibilities of having Saugatuck Township join the Harbor Authority. Attached is a draft resolution the committee has been working on that would ultimately be presented to the Township for comment. The Committee has asked the Saugatuck Council to review and discuss the draft resolution and offer any comments/suggestions to the Committee before approaching the Township.

# DRAFT

## SAUGATUCK TOWNSHIP

### ALLEGAN COUNTY, MICHIGAN

At a regularly scheduled meeting of the Board of Trustees of Saugatuck Township, Allegan County, Michigan, (hereinafter the Township) held on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 at \_\_\_\_\_ pm.. Eastern Daylight Savings Time at the Township Hall, Saugatuck Township, Michigan there were:

Present:

Absent:

The following resolution was offered by Trustee \_\_\_\_\_ and seconded by Trustee \_\_\_\_\_;

#### RESOLUTION OF INTENT TO BECOME A PARTY OF THE ACT 7 INTERLOCAL AGREEMENT CREATING THE KALAMAZOO LAKE HARBOR AUTHORITY.

WHEREAS, on or about November 15, 2011, the City of Saugatuck Michigan and the City of the Village of Douglas Michigan (hereinafter the Cities) entered into Act 7 Interlocal Agreement creating the Kalamazoo Lake Harbor Authority, (hereinafter the Agreement) and

WHEREAS, the Cities are public agencies and further known as Parties to the Agreement, and

WHEREAS, the Agreement anticipates the addition of other Parties, and

WHEREAS, the Agreement at Article X provides the procedure for "Admission of Other Parties", and

WHEREAS, the Township is a public agency desiring to become a Party to the Agreement, and

WHEREAS, the Township legal counsel has reviewed, on behalf of the Township, the Agreement and the By-Laws adopted by the Parties

NOW THEREFORE BE IT RESOLVED that Saugatuck Township, in accordance with Article X of the Agreement, hereby and herein submits to the Board of the Kalamazoo Lake Harbor Authority its request for admission to the Agreement all in accordance with the following terms and conditions:

1. That the Township shall appoint two (2) additional voting members to the Board of the Kalamazoo Lake Harbor Authority (hereinafter the Board).
2. That the members appointed to the Board by the Township shall represent the Township and be authorized to vote at all matters requiring a vote which come before the Board.
3. That the Township shall incur no financial responsibility for the acts of the Board or other Parties prior to the date the Township is admitted as a Party.

# DRAFT

4. That the Agreement and the By-Laws as adopted by the Parties shall be amended as appropriate to reflect the membership and voting rights of the Township.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

YEAS:

NAYS:

ABSTAIN:

THE RESOLUTION WAS DECLARED ADOPTED.

STATE OF MICHIGAN )

)SS

COUNTY OF ALLEGAN )

The undersigned, being duly qualified and acting as Clerk of Saugatuck Township, Michigan. Hereby certifies that the foregoing is a true and complete copy of s resolution duly adopted by the Trustees of Saugatuck Township at its meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2016 at which a quorum was present and remained throughout and that an original thereof is on file in the records of the Township. I further certify that minutes were kept and will be or have been made available as required.

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(name) Township Clerk

Dated:



# City Council Workshop Report

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City of Saugatuck

**FROM:** Kirk Harrier, City Manager  
**MEETING DATE:** May 5, 2016  
**SUBJECT:** Allegan County Hazardous Waste Proposal

**DESCRIPTION:**

Attached is the proposal from Allegan County Resource Recovery regarding a household hazardous waste only contract for the City of Saugatuck.

The contract is priced by the following:

- 1) Administration Fee Overhead = Total number of households in City x \$1.24. (Example 779 properties with principle resident exemptions x \$1.24 = \$965.96)
- 2) Activity reports will determine City's portion of the hazardous waste invoice per County's Contracted Price.

The City would not know the cost of the portion of hazardous waste invoiced until collection occurs. If the City is interested in pursuing this, it's recommended to budget between \$3,000 and \$5,000. Council should discuss implementation of a voucher procedure and possible fee to prevent abuse problems and make the program equitable to residents who don't use the service.

# ALLEGAN COUNTY HEALTH DEPARTMENT

3255 – 122<sup>ND</sup> Ave., Suite 200, Allegan, MI 49010

**Office Administration**  
(269) 673-5411  
**Bioterrorism Preparedness**  
686-4570  
**Personal Health**  
673-5413  
673-5415



**Communicable Disease**  
686-4524  
**Environmental Health**  
673-5415  
**Resource Recovery**

## Allegan County (Resource Recovery) Service Contract

This Agreement is made between Saugatuck City, City Hall 102 Butler Street, P.O. Box 86, first party, referred to as Governmental Unit (GU) and the County of Allegan, Michigan, a public agency of the State of Michigan, as represented by its **Resource Recovery Program (ACRR)**, Allegan County Health Department, 3255 122<sup>nd</sup> Avenue, Suite 200, Allegan, Michigan 49010, second party.

**WHEREAS**, the Allegan County Resource Recovery Program (ACRR) will provide **Household Hazardous Waste Collection Service (HHW)** for the above mentioned GU.

**WHEREAS**, both parties agree on the following scope of service and desire to reduce their agreement to writing;

**NOW, THEREFORE**, it is agreed as the following **Scope of Service**:

1: ACRR will provide access to a **Residential Household Hazardous Waste Program**, including a Residential Sharps Exchange Program, for residents of GU. (\*Commercial and Agriculture Businesses are not allowed to participate.) Household Hazardous Waste will be accepted by appointment **two (2)** days a week at the Allegan County Health Department, 3255 122<sup>nd</sup> Ave, Suite 200, Allegan MI 49010, or at **Regional Household Hazardous Waste Events**.

2: The Recycling Coordinator will provide the following services:

- a) Assist the GU with education and informing residents about this program through website and newsletter design. (Newsletters will be printed by GU.)
- b) Serve as the contact for service and schedule appointments.
- c) Send quarterly invoices to GU including activity report.

3: ACRR will be compensated using the following price structure for Administration and Planning:

\$1.24 X Total Number of Households \_\_\_\_\_ in GU per year = \_\_\_\_\_.

\*This annual fee must be paid by July 1, 2016.

4: GU will compensate ACRR for HHW Supplies and their portion of HHW Vendor Invoice per activity report and the contracted vendor price. This invoice will be submitted to GU quarterly and must be paid within 30 days of date received.

5: See **Accepted Material Attachment**.

6: To the fullest extent permitted by law, the County will protect, defend and indemnify the GU from any claims, demands, suits and liability for death or injury to any person, or damage to or loss of property, which injury, loss or damage is caused by or arises out the execution of this Agreement.

7: To the fullest extent permitted by law, the GU will protect, defend and indemnify the County from any claims, demands, suits and liability for death or injury to any person, or damage to or loss of property, which injury, loss or damage is caused by or arises out the execution of this Agreement.

8: This agreement is in affect beginning July 1, 2016 and remains in effect through December 31, 2016.

IN WITNESS WHEREOF, this contract is signed by and on behalf of the parties:

Date: \_\_\_\_\_  
\_\_\_\_\_  
(City or Township Official)

Date: \_\_\_\_\_  
\_\_\_\_\_  
Robert J Sarro  
County Administrator

**Annual Allegan County (Resource Recovery) Service Contract**  
Attachment

***Allegan County Resource Recovery Accepted HHW:***

*Pesticides, Weed killer, Cleaners & Polishes, Aerosols, Wood Preservatives, Asphalt & Roofing Tar, Oil Based Paint Products (thinners, solvents, varnishes, deck sealer etc.), Mercury Thermometers/Thermostats, Fluorescent Bulbs, Glues, and Over The Counter Expired Medications.*

Not Accepted:

Explosives.

Latex Paint will be limited because it is non-toxic.

Prescription Medications

***Sharps Exchange Program Guidelines:***

*Sharps Accepted are: Needles, Syringes, Lancets and other Sharp Objects. Sharps must be in an **approved** Sharps Container with resident's name and phone number. Residents will receive **one** new container in exchange for future use.*

**2016 Pricing for Final Recycling or Disposal Cost**

Allegan County Resource Recovery is in a contract for disposal or recycling of household hazardous waste for a fee of \$0.79 per pound until December 31, 2016. There will also be a transportation fee and special event host fee that will be spread based on participation.

12-15. BAW