



**CITY COUNCIL AGENDA
MAY 13, 2019 – 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 April 22, 2019**
5. MAYOR'S COMMENTS
6. CITY MANAGER'S COMMENTS
7. AGENDA CHANGES (ADDITIONS/DELETIONS)
8. GUEST SPEAKERS:
 - A. **Lt. Brett Ensfield – Allegan Co. Sheriff Department**
 - B. **Felicia Fairchild - Michigan Port Collaborative Economic Impact Study**
 - C. **John Sharar - Willow Park Public Boat Dock Proposal**
9. PUBLIC COMMENT *Agenda Items Only (Limit 3 minutes)*
10. REQUESTS FOR PAYMENT
 - A. **Approval of Accounts Payable**
11. INTRODUCTION OF ORDINANCES:
12. PUBLIC HEARINGS: **None**
13. UNFINISHED BUSINESS: **None**
14. NEW BUSINESS
 - A. **Chain Ferry Services Agreement (VOICE VOTE)**
 - B. **Special Event Application – SCA Culver Street Parking Spaces (VOICE VOTE)**
 - C. **Special Event Application - Town Crier Race (VOICE VOTE)**
 - D. **Special Event Application – Independence Day Waterfront Festival & Parade (VOICE VOTE)**
15. CONSENT AGENDA: **None**
16. PUBLIC COMMENTS *(Limit 3 minutes)*
17. COMMUNICATIONS:
18. BOARDS, COMMISSIONS & COMMITTEE REPORTS
 - A. **HDC, Tree Board**
19. COUNCIL COMMENTS
20. 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 for further information.

Proposed Minutes
Saugatuck City Council Meeting
Saugatuck, Michigan, April 22, 2019

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 Pro-Tem Spangler at 7:00 p.m.
2. **Pledge of Allegiance**
3. **Attendance:**
 Present: Spangler, Bekken, Johnson, Hess, Verplank & Peterson
 Absent: Trester
 Others Present: City Manager Harrier & City Clerk Nagel

A motion was made by Johnson, 2nd by Hess, to excuse Mayor Trester with prior notification. Upon voice vote the motion carried unanimously.

4. **Approval of Minutes:** A motion was made by Peterson, 2nd by Verplank, to approve the April 8, 2019 regular meeting minutes as presented. Upon voice vote the motion carried unanimously.

5. **Mayor's Comments:** None

6. **City Manager's Report:** City Manager Harrier announced the following: Allegan Street hill will receive final paving on Thursday, April 25, 2019; there will be no additional brush/leaf pick-up scheduled this spring; presented Council with millage rate comparisons for City of Saugatuck, City of Douglas, Laketown Township and Saugatuck Township.

7. **Agenda Changes:** (addition) 8C – County Commissioner Dean Kapenga

8. **Guest Speakers:**

A. Lt. Brett Ensfield – Allegan Co. Sheriff's Department: Sheriff Baker spoke on behalf of Lt. Ensfield and updated Council on various projects happening in the Sheriff's Department.

B. Allegan County Legal Assistance Center: Chief Circuit Court Judge Marge Bakker and staff presented Council with information regarding the resources the Allegan County Legal Assistance Center provides to Allegan County residents.

C. County Commissioner Dean Kapenga – Allegan County Commissioner Dean Kapenga updated Council on various Allegan County projects.

9. **Public Comment:** None

10. **Request for Payment:** A motion was made by Hess, 2nd by Johnson, to approve the accounts payable in the amount of \$40,161.10. Upon voice vote the motion carried unanimously.

11. **Introductions of Ordinances:**

A. Chapter 154 – Section 154.041 – C2 Water Street South District: A motion was made by Bekken, 2nd by Johnson, to postpone indefinitely ordinance amendment to amend Chapter 154, Section 154.041 of the Code of the City of Saugatuck and to send back to the Saugatuck Planning Commission to further explore options for Planned Unit Development (PUD). Upon voice vote the motion carried unanimously.

12. **Public Hearings:** None

13. **Unfinished Business:** None

14. New Business:

A. Resolution No. 180422-A – Off Premises License Application for New Holland Brewing:

A motion was made by Verplank, 2nd by Johnson, to approve Resolution No. 180422-A a local government recommendation for approval of an Off-Premises Tasting Room License for New Holland Brewing Company, LLC at 201 Culver Street #3. Upon roll call the motion carried unanimously.

B. Revocable License Agreement – Old Pike Sign: A motion was made by Hess, 2nd by Peterson, to approve the License Agreement between the City of Saugatuck and Relax Rentals, LLC as presented. Upon voice vote the motion carried unanimously.

C. Special Event Application – Eat Drink SDF: A motion was made by Peterson, 2nd by Hess, to approve the Special Event Application to hold a food and beverage tasting event in Wicks Park contingent on the city receiving the signed Letter of Understanding from Eat Drink SDF. Upon voice vote the motion carried unanimously.

D. Special Event Application – Annual Venetian Festival: A motion was made by Hess, 2nd by Verplank, to approve the Special Event Application to hold the Venetian Festival in Coghlin Park contingent upon the city receiving the signed Letter of Understanding from Cow Hill Yacht Club. Upon voice vote the motion carried unanimously.

E. Special Event Application - Annual Free Movie in the Park: A motion was made by Johnson, 2nd by Verplank, to approve the Special Event Application to hold a free movie night in Coghlin Park contingent upon the city receiving the signed Letter of Understanding from Mill Pond Realty. Upon voice vote the motion carried unanimously.

F. Special Event Application – Ferrari Club Parking: A motion was made by Peterson, 2nd by Hess, to approve the Special Event Application from Ferrari Club of America as presented. Upon voice vote the motion carried unanimously.

15. Consent Agenda: None

16. Public Comment: None

17. Communications:

A. Douglas Dutchers Base Ball Club: *Accept as information*

B. Law Enforcement Expenditure Report: *Accept as information*

18. Boards, Commissions & Committee Reports: Council received reports from the following committee(s): KLSWA, Fire Board, Planning Commission

19. Council Comments: Council Member Johnson inquired as to the status of the Lucy Street-end property line survey.

Council Member Bekken reiterated the importance of the Planning Commission exploring options for PUD's in the C-2 Water Street South District.

20. Adjournment: Mayor Pro-Tem Spangler adjourned the meeting at 8:25 p.m.

Respectfully Submitted,

Monica Nagel, CMC
City Clerk

10. A

Vendor Name	Description	Amount
1. ACTION INDUSTRIAL SUPPLY CO	SAFETY VEST & RAIN GEAR	306.86
2. AL VANDERBEEK	PYLON POLES OVAL & SIGN	200.00
3. ALLEGAN COUNTY SHERIFF	DEBT CREW	200.00
	DEBT CREW	204.00
	SHERIFF CONTRACT	25,725.72
	TOTAL	26,129.72
4. AT&T MOBILITY	CELL PHONES	80.57
5. BELL EQUIPMENT CO	AIR FILTERS	85.43
6. BLOOM SLUGGETT PC	LEGAL FEES	3,106.40
	ORDINANCE FEES	66.00
	LEGAL FEES	961.00
	TOTAL	4,133.40
7. BS&A SOFTWARE	SOFTWARE UPDATES	977.00
8. COMCAST	TELEPHONES & INTERNET	284.60
9. CONSUMERS ENERGY	ELECTRIC	3,180.11
10. ENGEL'S NURSERY	TREES MT BALDHEAD	392.00
11. ETNA SUPPLY	SUPPLIES	65.50
	PARKS	40.17
	TOTAL	105.67
12. FIRST BANK CARD	OVAL	148.12
	CLERK, TRAINING & SURVEYS	2,884.76
	TOTAL	3,032.88
13. FLEIS & VANDENBRINK ENGINEERING INC	5 YEAR PARK PLAN	490.00
	GRANT APPLICATION MT BALDHEAD	3,100.00
	TOTAL	3,590.00
14. FRIS OFFICE OUTFITTERS	SUPPLIES	125.37
15. FRONTIER	DPW GARAGE	219.04
	OVAL	132.55
	911 OVAL PHONE	71.06
	TOTAL	422.65
16. GIL- ROY'S HARDWARE	GRASS SEED	155.79
17. GREAT LAKES ORNAMENTALS	PARKWAY TREES	672.00
18. GROUNDS MANAGEMENT SOLUTIONS	PARKS	70.00
19. HOLLAND LITHO PRINTING SERVICE	OVAL PASSES	603.81
	CULVER STREET PASSES	154.53

Vendor Name	Description	Amount
	SPEAR STREET LAUNCH	298.01
	TOTAL	1,056.35
20. IHLE AUTO PARTS	SUPPLIES	246.89
21. INTERURBAN TRANSIT AUTHORITY	PROPERTY TAXES	3,396.06
22. KALAMAZOO LAKE SEWER & WATER	WATERMAIN REPAIR	24,300.44
	DELINQUENT WATER TAXES	632.03
	TOTAL	24,932.47
23. LAKE CONSTRUCTION CO	PILING DRIVERS	300.00
24. MACATAWA BANK	ROAD BOND	24,162.75
25. MC CANN INDUSTRIES INC	BACKHOE REPAIR	697.40
26. MERCHANTS BANCARD NETWORK	OVAL FEES	106.14
27. MICHIGAN GAS UTILITIES	DPW GARAGE	72.81
	CITY HALL	70.77
	BUTLER ST BATHROOM	90.07
	TOTAL	233.65
28. MICHIGAN OFFICE SOLUTIONS	COPIER USE	57.08
29. MICHIGAN WOOD FIBERS	MULCH PARKS	1,850.00
30. MINER SUPPLY CO	SUPPLIES	238.72
31. MONICA NAGEL	ELECTION	127.82
32. OOSTING'S FURNITURE & APPLIANCE	DPW GARAGE	569.00
33. OVERISEL LUMBER COMPANY	SUPPLIES	1,129.08
34. PETTY CASH	START UP OVAL BEACH	5,400.00
35. PLUMMER'S ENVIRONMENTAL SERVICES IN	STORM BASINS CLEANING	3,036.00
36. REPCOLITE	PAINT SUPPLIES	74.55
	PAINT SUPPLIES	119.95
	TOTAL	194.50
37. SAUGATUCK FIRE	RENTAL INSPECTIONS	250.00
	PROPERTY TAXES	13,736.61
	TOTAL	13,986.61
38. SHELL	GASOLINE & DIESEL	960.30
	GASOLINE & DIESEL	104.81
	TOTAL	1,065.11
39. SHERWIN WILLIAMS	STREET PAINT	619.15
40. SHORELINE TECHNOLOGY SOLUTIONS		

Vendor Name	Description	Amount
	WEBSITE	35.00
	COMPUTER SERVICES	45.00
	COMPUTER SERVICES	533.75
	TREASURER COMPUTER	1,886.00
	TOTAL	2,499.75
41. SPRING BROOK SUPPLY	IRRIGATION SUPPLIES	343.30
	IRRIGATION SUPPLIES	9.38
	TOTAL	352.68
42. STANDARD INSURANCE COMPANY	INSURANCE	343.60
43. STREAMLINE DESIGN.COM LLC	OVAL SWIM POLES	112.00
44. VALLEY CITY LINEN INC	SHOP TOWELS	108.40
45. WESTENBROEK MOWER INC	SUPPLIES	613.11
46. XEROX FINANCIAL SERVICES	COPIER LEASE	430.36
TOTAL - ALL VENDORS		131,808.73
FUND TOTALS:		
Fund 101 - GENERAL FUND		59,438.24
Fund 202 - MAJOR STREETS		374.55
Fund 203 - LOCAL STREETS		463.22
Fund 301 - DEBT SERVICE		24,162.75
Fund 592 - WATER AND SEWER		24,300.44
Fund 661 - MOTOR POOL FUND		5,275.17
Fund 701 - CURRENT TAX FUND		17,764.70
Fund 715 - ROSE GARDEN		29.66

05/10/2019 CHECK REGISTER FOR CITY OF SAUGATUCK				
CHECK DATE FROM 04/01/2019 - 04/30/2019				
Check Date	Check	Vendor Name	Description	Amount
Bank GEN GENERAL POOLED CASH				
04/05/2019	DD3944(A)	BULTMAN, LINDA	PAYROLL	1,099.55
04/05/2019	DD3945(A)	HARRIER, KIRK	PAYROLL	2,117.75
04/05/2019	DD3946(A)	HERBERT, SCOTT	PAYROLL	1,644.89
04/05/2019	DD3947(A)	JOHNSON, MATTHEW	PAYROLL	1,047.56
04/05/2019	DD3948(A)	KAZDA, NATHAN	PAYROLL	1,104.03
04/05/2019	DD3949(A)	NAGEL, MONICA	PAYROLL	1,526.40
04/05/2019	DD3950(A)	OSMAN, CINDY	PAYROLL	1,365.61
04/05/2019	DD3951(A)	STANISLAWSKI, PETER	PAYROLL	1,400.03
04/05/2019	DD3952(A)	WENDT, MICHAEL	PAYROLL	1,103.42
04/05/2019	EFT1143(E)	457-VALIC	PAYROLL	3,581.22
04/05/2019	EFT1144(E)	STATE OF MICHIGAN	PAYROLL	64.37
04/05/2019	EFT1145(E)	MERS HYBRID	PAYROLL	1,055.50
04/05/2019	EFT1146(E)	FEDERAL TAX DEPOSIT	PAYROLL	4,728.54
04/08/2019	16156	CAPITAL ONE	KEY TAGS	20.58
04/08/2019	16157	MC NALLY ELEVATOR COMPANY INC	ANNUAL MAINTENANCE	416.70
04/08/2019	16158	OVERISEL LUMBER COMPANY	SUPPLIES	272.52
04/08/2019	2355(E)	BARTLETT TREE EXPERTS	STUMP GRINDING	2,245.00
04/08/2019	2356(E)	CONSUMERS ENERGY	ELECTRIC	3,187.62
04/08/2019	2357(E)	FIRST BANK CARD	REPAIRS	3,190.60
04/08/2019	2358(E)	MICHIGAN GAS UTILITIES	CITY HALL	97.19
04/08/2019	2359(E)	MICHIGAN GAS UTILITIES	BUTLER ST BATHROOM	165.95
04/08/2019	2360(E)	MICHIGAN GAS UTILITIES	DPW GARAGE	368.97
04/08/2019	2361(E)	SHELL	GASOLINE & DIESEL	85.22
04/08/2019	2362(E)	VALLEY CITY LINEN INC	SHOP TOWELS	128.00
04/08/2019	2363(E)	XEROX FINANCIAL SERVICES	COPIER LEASE	430.36
04/08/2019	2364(A)	ETNA SUPPLY	SWIM POLES OVAL	651.83
04/08/2019	2365(A)	FLEIS & VANDENBRINK ENGINEERING IN	SEWER METERING PROJECT	31,669.95
04/08/2019	2366(A)	FRIS OFFICE OUTFITTERS	SUPPLIES	37.76
04/08/2019	2367(A)	GLOBAL EQUIPMENT COMPANY	DPW LOCKERS & TRASH CAN LIDS	2,023.03
04/08/2019	2368(A)	GOVERNMENTAL BUSINESS SYSTEMS	ELECTION	54.63
04/08/2019	2369(A)	STREAMLINE DESIGN.COM LLC	OVAL BEACH PASSES	1,195.00
04/08/2019	16159	SAUGATUCK DOUGLAS ART CLUB	MAYOR'S AWARD	200.00
04/19/2019	DD3953(A)	BULTMAN, LINDA	PAYROLL	1,164.55
04/19/2019	DD3954(A)	HARRIER, KIRK	PAYROLL	1,959.04
04/19/2019	DD3955(A)	HERBERT, SCOTT	PAYROLL	1,709.91
04/19/2019	DD3956(A)	JOHNSON, MATTHEW	PAYROLL	1,306.25
04/19/2019	DD3957(A)	KAZDA, NATHAN	PAYROLL	1,144.04
04/19/2019	DD3958(A)	NAGEL, MONICA	PAYROLL	2,205.79
04/19/2019	DD3959(A)	OSMAN, CINDY	PAYROLL	1,365.61
04/19/2019	DD3960(A)	STANISLAWSKI, PETER	PAYROLL	1,400.05
04/19/2019	DD3961(A)	WENDT, MICHAEL	PAYROLL	1,143.43

05/10/2019 CHECK REGISTER FOR CITY OF SAUGATUCK				
CHECK DATE FROM 04/01/2019 - 04/30/2019				
Check Date	Check	Vendor Name	Description	Amount
04/19/2019	EFT1147(E)	457-VALIC	PAYROLL	3,581.22
04/19/2019	EFT1148(E)	STATE OF MICHIGAN	PAYROLL	64.37
04/19/2019	EFT1149(E)	MERS HYBRID	PAYROLL	1,055.50
04/19/2019	EFT1150(E)	FEDERAL TAX DEPOSIT	PAYROLL	4,907.29
04/19/2019	EFT1151(E)	MERS	PAYROLL	3,075.02
04/19/2019	EFT1152(E)	MI DEPT OF TREASURY	PAYROLL	1,431.64
04/22/2019	16160	DUNESVIEW KWIK SHOP INC	GASOLINE & DIESEL	3,145.89
04/22/2019	16161	GRAND RIVER BANK	CD TRANSFER	250,000.00
04/22/2019	16162	IHLE AUTO PARTS	SUPPLIES	365.77
04/22/2019	16163	KAECELE PUBLICATIONS	ELECTION NOTICE	83.00
04/22/2019	16164	MINER SUPPLY CO	SUPPLIES	361.84
04/22/2019	16167	SAUGATUCK PUBLIC SCHOOLS	PROPERTY TAXES	4,801.91
04/22/2019	16168	SUPERIOR ASPHALT INC	COLD PATCH ASPHALT	140.00
04/22/2019	16169	WYOMING ASPHALT PAVING CO	HOT PATCH ASPHALT	438.35
04/22/2019	2375(E)	SHELL	GASOLINE & DIESEL	930.04
04/22/2019	2376(A)	ALLEGAN COUNTY TREASURER	PROPERTY TAXES	13.07
04/22/2019	2377(A)	BLOOM SLUGGETT PC	LEGAL	5,319.50
04/22/2019	2378(A)	DIANNA MC GREW	ASSESSING SERVICES	2,535.08
04/22/2019	2379(A)	FLEIS & VANDENBRINK ENGINEERING IN	2018 STREET IMPROVEMENTS	7,888.68
04/22/2019	2380(A)	FRIS OFFICE OUTFITTERS	COPY PAPER	66.37
04/22/2019	2381(A)	HIGH POINT ELECTRIC	WICK PARKS STERNBERGS	250.40
04/22/2019	2382(A)	HOLLAND P.T.	CAT BACKHOE REPAIRS	59.01
04/22/2019	2383(A)	OTTAWA AREA INTERMEDIATE SCHOOL	PROPERTY TAXES	6.00
04/22/2019	2384(A)	SAUGATUCK FIRE	RENTAL INSPECTIONS	825.00
04/22/2019	2385(A)	SHORELINE TECHNOLOGY SOLUTIONS	COMPUTER SERVICES	543.25
04/22/2019	16165	RATHCO SAFETY SUPPLY CO	SIGNS SNOW	330.31
04/22/2019	16166	SAUGATUCK DOUGLAS GARDEN CLUB	ANNUAL FLOWERS	1,200.00
04/22/2019	2370(E)	DELUXE	CHECK STOCK	159.71
04/22/2019	2371(E)	KALAMAZOO LAKE SEWER & WATER	WATER	948.20
04/22/2019	2372(E)	MERS	RETIREMENT	2,397.00
04/22/2019	2373(E)	PRIORITY HEALTH	HEALTH INSURANCE	7,034.07
04/22/2019	2374(E)	REPUBLIC SERVICES	TRASH	318.65
Total of 73 Checks:				385,954.59
Less 0 Void Checks:				0.00
Total of 73 Disbursements:				385,954.59



City Council Agenda Item Report

City of Saugatuck

FROM: Kirk Harrier, City Manager
MEETING DATE: May 13, 2019
SUBJECT: Chain Ferry Services Agreement

DESCRIPTION:

In March of 2019 the city advertised for proposals to operate the Saugatuck Chain Ferry. The city received two proposals and the City Council reviewed the proposals. Based on extensive analysis, the Council instructed the City Manager to prepare a services agreement with the Star of Saugatuck, LLC and present to City Council for approval. The attached document is the result of that work.

BUDGET ACTION REQUIRED:

N/A

COMMITTEE/COMMISSION REVIEW:

N/A

LEGAL REVIEW:

Municipal Attorney, Jeff Sluggett, has approved the Chain Ferry Services Agreement as to form and content.

SAMPLE MOTION:

Motion to **approve/deny** the Chain Ferry Services Agreement between the City of Saugatuck and the Star of Saugatuck, LLC as presented.

CITY OF SAUGATUCK
CHAIN FERRY SERVICES AGREEMENT

This Agreement is made as of _____, 2019, between the City of Saugatuck, a Michigan home rule city, the address of which is 102 Butler Street, Saugatuck Michigan, 49453 Attn: City Manager (the “City”) and the Star of Saugatuck, LLC, a Michigan limited liability company, the address of which is _____ (the “Operator”).

RECITALS

A. The Diane (the “Vessel”) is the only remaining chain-driven ferry in the United States and has been in use since 1838. Three pullies maintain its line as it pulled across the Kalamazoo River. The operator turns a crank on the inside of the Vessel and this pulls it along the chain.

B. The Vessel and associated ferry landings are owned by the City. While the City has historically operated and administered the Vessel, it is now desirous of contracting with a third party to perform such services in exchange for keeping a portion of the receipts from users.

C. The Operator submitted a proposal to provide those services set forth herein. Based on its review of the proposal and subject to the terms of this Agreement, the City has determined that contracting with the Operator to provide the services is in the City’s best interest.

AGREEMENT

In exchange for the consideration in and referred to by this Agreement the parties agree as follows:

ARTICLE I

OPERATOR’S RESPONSIBILITIES

1. **Basic Services.** The Operator shall provide the following services:
 - A. Maintain and administer an employee roster and recruit staff for the operation of the Vessel.
 - B. Maintain and administer a training program for all of Operator’s employees to comply with United States Coast Guard (USCG) regulations and requirements.
 - C. Maintain and administer accounts as reasonably necessary in order to permit the City to ensure compliance with this Agreement.
 - D. Report to the City as reasonably requested the passenger counts for the Vessel.
 - E. Maintain, administer and promote a marketing plan to maximize use of the Vessel.
 - F. Charge fares to patrons of the Vessel consistent with the following:
 1. Fares shall initially be paid only in cash but other forms of payment may be accepted upon mutual agreement of the parties.

2. Unless otherwise agreed to by the parties in writing, the fares charged shall not exceed \$2.00 per person/each way. Not less than annually, the parties shall review the fare structure and, where mutually agreed, the fare structure may be modified in writing by the parties without further amendment to this Agreement.

G. Provide regular maintenance services for the Vessel as reasonably needed throughout the term of this Agreement at no cost to the City. Improvements or maintenance not provided for in the preceding sentence shall only be made with the prior written approval of the City. Failure to approve a repair or improvements shall not be deemed a breach of this Agreement and the Operator waives and releases any claims of any nature predicated upon the same. Throughout the season as well as off season Operator shall schedule with the USCG the Vessel's required inspections or safety inspections.

H. Perform services in addition to those detailed above upon written request of the City subject to payment as mutually agreed upon in writing prior to the performance of those services.

I. Operate the Vessel consistent with the following schedule:

1. Dates and hours are subject to employee availability.

2. The Vessel shall be operated in fair weather only and shall not be operated in strong winds, heavy current, electrical storms or heavy rain.

3. Subject to the provisions of this subsection, the Vessel shall be operated for a period each season running, minimally, from Memorial Day to Labor Day.

4. The Operator shall post the Vessel's operating schedule with appropriate signage, such signage to be in compliance with applicable City ordinances and regulations.

2. Qualifications. The Operator represents and covenants that it employs adequate certified, registered and licensed individuals qualified to perform the services set forth herein or that it will, at its sole expense, engage subcontractors who are so qualified. If subcontractors are employed or retained by the Operator, the City shall be so informed and the Operator will be solely responsible for any payments due to the subcontractors.

3. Equipment and Supplies. The Operator at its sole expense shall provide all necessary equipment and supplies for the provision of services as set forth in this Agreement.

4. Independent Contractor. The Operator is and shall for all purposes continue to be an independent contractor. None of the Operator's employees, subcontractors, or agents are or shall for any reason be construed or interpreted to be an employee of the City. The City shall neither have nor exercise any control or direction over them except as provided in or contemplated by this Agreement.

5. Insurance and Indemnification.

A. The City shall not obtain or maintain any insurance covering the Operator, its agents or its employees. The Operator shall obtain and maintain all necessary and appropriate insurance policies covering the negligent and wrongful acts of its employees, subcontractors, or agents, including property liability, general liability and automobile liability coverage. The Operator agrees, to the fullest extent permitted by law, to indemnify and hold the City harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Operator's negligent acts, errors or omissions in the performance of services under this Agreement and those of anyone acting on the Operator's behalf. The Operator is not obligated to indemnify the City for the City's own negligence. The Operator shall provide any necessary unemployment or worker's disability compensation coverage.

B. The City agrees to the fullest extent permitted by the law, to indemnify and hold the Operator harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused solely by the City's negligent acts.

C. The Operator shall acquire, continuously maintain while this Agreement remains in effect, and provide the City with acceptable proof of the types and amounts of insurance coverage as noted in Exhibit A, which is incorporated by reference. A minimum thirty (30) days' notice to the City prior to cancellation, revocation or change in any such insurance shall be endorsed on each policy. The City shall be named as an additional insured on any property or general liability policies.

The obligations set forth in this Section 5 shall survive any termination of this Agreement.

6. Compliance with Legal Requirements. The Operator and its agents and representatives shall, in performing their duties under this Agreement, comply with all applicable laws, rules and regulations.

ARTICLE 2 CITY'S RESPONSIBILITIES

1. Duties of City. The City shall, to the extent reasonable, do the following:

A. Make available copies of pertinent existing records, historical records, drawings or similar data as necessary for the Operator's provision of services.

B. Provide access to the Vessel and ferry landings as reasonably required for the Operator's provision of services.

C. Meet with the Operator as reasonably necessary to provide general guidance or direction.

ARTICLE 3 COMPENSATION AND PAYMENT

1. Compensation. Operator shall pay the City the sum of \$3,000 in the first year of this Agreement and, thereafter, such sum shall be increased annually at the rate of 7%.

2. Billing and Payment. The payments to the City set forth herein shall be made annually to the City and payable no later than September 30.

3. Liens. Neither the Operator nor any of its agents, consultants or subcontractors shall place any lien upon any City property or any of its buildings, improvements, fixtures or appurtenances, or any other City property.

ARTICLE 4 TERM AND TERMINATION

1. Term. Unless earlier terminated in accordance with the terms hereof, this Agreement shall initially be for a term of five years. The Agreement shall thereafter automatically renew for an additional single five-year term unless, not less than 180 days prior to that renewal, either party shall notify the other in writing of its intent not to renew, which determination shall be at the party's sole discretion.

2. Termination. This Agreement may be terminated prior to the date(s) set forth above under any of the following circumstances:

A. This Agreement may be terminated by either party, in its sole discretion, upon 120 days' written notice.

B. In the event either party shall give written notice to the other that the other party has substantially defaulted in the performance of any obligation under this Agreement and such default shall not have been cured within fifteen (15) days following the giving of such notice, this Agreement shall terminate on any future date specified in such notice.

C. In the event of the Operator's failure to maintain its qualifications as provided in this Agreement and following reasonable written notice by the City, the Agreement shall automatically terminate.

D. If the Operator dissolves or if two or more principals leave the Operator and the City in its sole opinion believes the Operator is incapable of completing the terms of this Agreement, the City may terminate this Agreement upon fifteen (15) days written notice to the Operator.

E. If the Operator files for protection from its creditors or for dissolution in any bankruptcy court or if any such action is filed against it by any creditor resulting in a bankruptcy court having jurisdiction over it, this Agreement shall automatically terminate.

3. Effects of Termination. Upon termination of this Agreement neither party shall have any further obligations except for (i) obligations occurring prior to the date of termination, and (ii) obligations, promises or covenants made in this Agreement which are expressly made to extend beyond the terms of this Agreement. Upon receiving notice of termination not requested by or agreed to by the Operator, the Operator shall immediately discontinue all services (unless the notice directs otherwise) and deliver all City property to the City including, without limitation, the Vessel.

ARTICLE 5

MISCELLANEOUS

1. Notices. Any notice or other communication required or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, to the addresses first written above, or delivered to the contact persons for either party.
2. Governing Law and Remedies. This Agreement is being executed and delivered and is intended to be performed in the State of Michigan and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, law of the State of Michigan.
3. Waiver of Breach. Neither party's waiver of a breach of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or another provision.
4. Enforcement. If either party takes legal action to enforce this Agreement, the prevailing party shall be entitled to recover its actual, reasonable costs of such action, including, without limitation, actual, reasonable attorneys' fees, to the extent not otherwise prohibited by law.
5. Entire Agreement. This Agreement supersedes all previous or contemporaneous Agreements between the parties relating to its subject matter. No other oral statements or prior or contemporaneous written material not specifically incorporated in this Agreement shall have any effect and no changes or additions to this Agreement shall be effective unless made in writing and signed by the parties. In entering into this Agreement, the parties are relying solely upon the representations and agreements in this Agreement and no others.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

CITY OF SAUGATUCK

STAR OF SAUGATUCK, LLC

By: _____
_____, Mayor

By: _____

Its: _____

By: _____
_____, Clerk

EXHIBIT A
INSURANCE REQUIREMENTS

The Operator shall purchase and maintain, at its sole expense and as long as it is providing services to the City, the following minimum standard insurance coverage unless otherwise specified in the contract:

- a. Commercial General Liability – Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to name the City as an additional insured for work performed by the Operator in accordance with the Agreement.

Minimum Limits:

- \$1,000,000 per occurrence/\$2,000,000 general aggregate
- \$2,000,000 aggregate for products and completed operations
- \$1,000,000 personal injury

- b. Motor Vehicle Liability – Including Michigan No-Fault coverage, covering owned, non-owned, and hired vehicles.

Minimum Limits:

- No-fault coverage – statutory
- \$1,000,000 per occurrence combined single limit for bodily injury and property damage

- c. Workers' Compensation and Employer's Liability – Statutory coverage or proof acceptable to the City of approval as a self-insurer by the State of Michigan.

The Operator shall provide proof of Workers' Compensation Insurance in compliance with the required statutory limits.

Said policies of insurance shall be with companies licensed and or approved to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of A- or better from A.M. Best Company. Certificates of insurance with a thirty (30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under the Agreement. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the City.

The City reserves the right to request a complete certified copy of the insurance policies for the above coverages.



City Council Agenda Item Report

City of Saugatuck

FROM: Kirk Harrier, City Manager
MEETING DATE: May 13, 2019
SUBJECT: Special Event Application (SCA Culver Street Parking Spaces)

DESCRIPTION:
Special event request from Saugatuck Center for the Arts to reserve parking spaces in the Culver Street parking lot for catering vendor to park for wedding receptions

BUDGET ACTION REQUIRED:
N/A

COMMITTEE/COMMISSION REVIEW:
N/A

LEGAL REVIEW:
N/A

SAMPLE MOTION:
Motion to **approve/deny** special event application from Saugatuck Center for the Arts as presented.



2019 Saugatuck Center for the Arts (Culver St. Parking Lot Spaces)
Letter of Understanding

May 13, 2019

Saugatuck Center for the Arts
Attn: Teresa Zerfas
PO Box 940
Saugatuck, MI 49453

Re: Letter of Understanding

Dear Ms. Zerfas:

This Letter of Understanding (“Letter”) is intended to memorialize the City of Saugatuck’s understanding with respect to the **Saugatuck Center for the Arts** (“Applicant”) request for **Reserved Parking Spaces** in the city owned Culver Street parking lot on **June 7, 15, 29, August 20, September 7, 14, 28, & October 5, 2019** (“Event”).

The Special Event Application and associated materials dated April 25, 2019 (collectively, the “Application”) submitted to the City has been reviewed by the City Council. After due consideration, the City Council has approved that Application subject to Applicant’s willingness to sign this Letter. This Letter shall be construed to incorporate and include the Application as well as the materials attached thereto. In the event of a conflict between the terms of this Letter and the Application, the terms of this Letter shall control.

In granting approval for the event, the City is consenting to the use of **specific parking spaces identified on Exhibit A.**

In exchange for the City’s approval as set forth above, the Saugatuck Center for the Arts shall:

- Submit payment to the City in the amount of \$550 (\$50 per space for each day during a period from Memorial Day, May 27th thru Labor Day, September 2nd). *This reflects the period of time in which the City collects a fee from the general public to park in the parking lot.*
- Comply with all adopted local, county and state codes, regulations, and laws.

- Provide adequate event personnel for the safety and well-being of attendees.
- (Indemnification and Hold Harmless Provision) save, defend, reimburse, indemnify, and hold the City and its officials, employees, officers, and agents (such parties are included in the term "City" in this section), harmless from and against any liability, damages, causes of action, cost, expense (including attorney's fees), or claim that is made against the City or incurred by the City as a result of: (a) any breach of this Letter by Applicant, its agents and contractors, and others acting for or through Applicant (b) any bad act, omission, or negligence of Applicant its agents and contractors, and others acting for or through Applicant and/or (c) all claims for damages to public or private property and for injuries to persons arising out of the work, use, or presence of Applicant, and its agents and contractors, and others acting for or through Applicant, with respect to this Event.
- Return the area(s) to a condition similar to that prior to use immediately after Event. Applicant may be charged a cleanup fee if property is left in an unreasonable disorderly condition. Any damage to asphalt, underground utilities or irrigation systems will be responsibility of Applicant.
- The City of Saugatuck may cancel or postpone Event for any condition affecting the public health or safety of the city or any condition that would place parks, facilities or other property at risk of damage or destruction if the Event were permitted to take place.

Assuming the above accurately reflects the Applicant's understanding and agreement please have an authorized official(s) sign and date where indicated below and return one original copy of this Letter to the City with payment.

Sincerely,

CITY OF SAUGATUCK

Date: _____, 2019

By: _____
Kirk Harrier, City Manager

The foregoing accurately reflects the understanding and our agreement with respect to our proposal to hold, operate and conduct the Event in the City of Saugatuck.

Saugatuck Center for the Arts

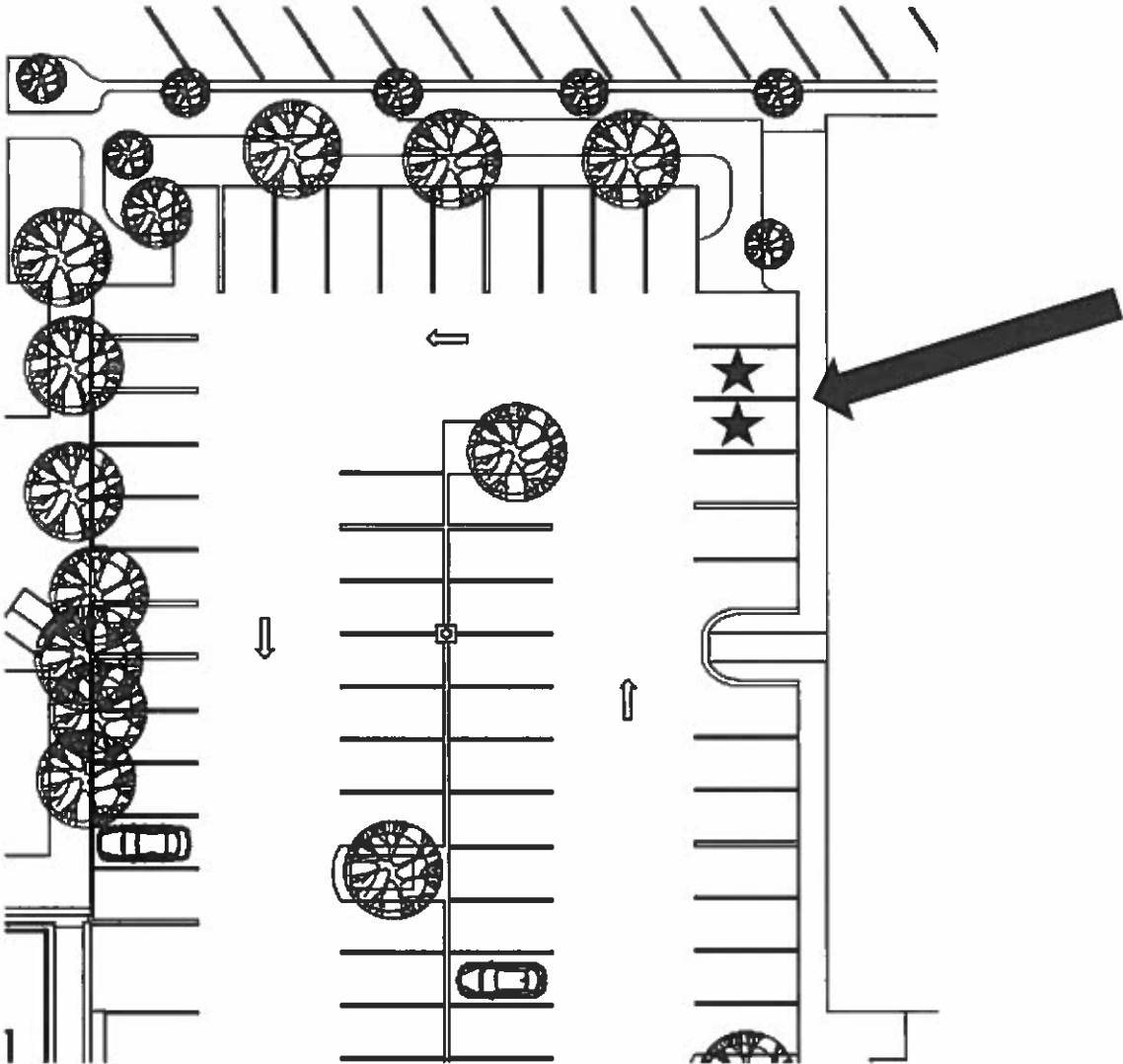
Date: _____, 2019

By: _____
Its: _____

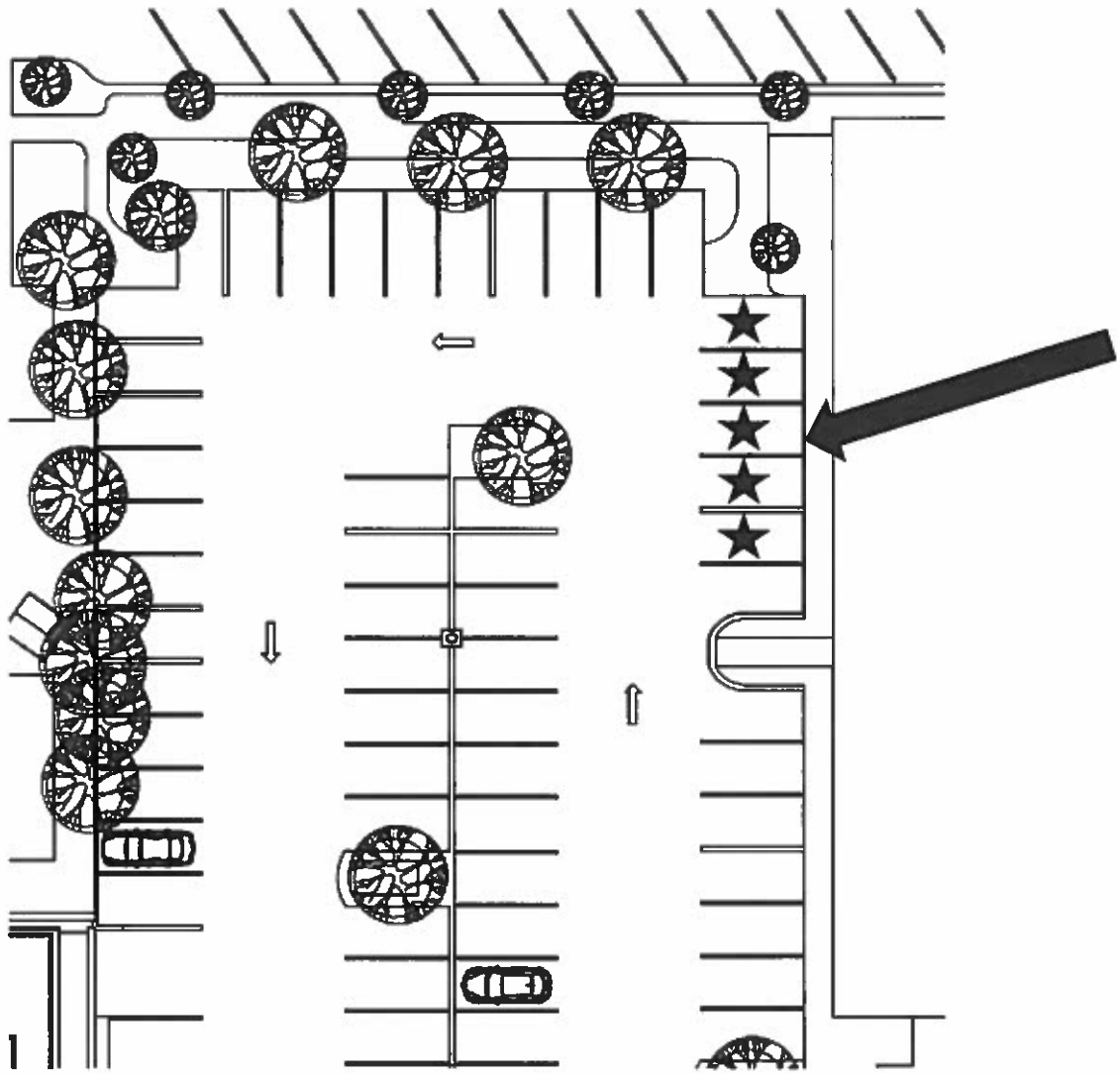
By: _____
Its: _____

EXHIBIT A (PARKING SPACES CULVER STREET PARKING LOT)

June 7, 29, August 20, September 7, 14, 28, October 5



June 15





102 Butler Street • P.O. Box 86 • Saugatuck, MI 49453
Phone: 269-857-2603 • Website: www.saugatuckcity.com

SPECIAL EVENT APPLICATION

Must be filled out in its entirety & returned to the City Clerk's Office 30 days prior to scheduled event

SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: SAUGATUCK CENTER FOR ^{the} ARTS TELEPHONE: 269. ---. ---. 19

MAILING ADDRESS: P.O. BX 940 SAUGATUCK

CONTACT NAME: TERESA ZEFFAS

TELEPHONE: 269. ---. ---. 1

E-MAIL ADDRESS: teresa@scta.org

CELL PHONE: _____

CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: TERESA ZEFFAS

TELEPHONE: 269. ---. ---. 19

E-MAIL ADDRESS: t. zeffas@saugatuckmi.org

CELL PHONE: _____

EVENT INFORMATION

NAME OF EVENT: RECEPTIONS

6/17, 6/15, 6/29, 8/20, 9/17,
9/14, 9/28, 10/5

PURPOSE OF EVENT: CATERER TO PARK

RAIN DATE: NONE

- Non-Profit For-Profit City Operated/Sponsored Co-Sponsored
 Marathon/Race Festival/Fair Video/Film Production Other _____

EVENT LOCATION: (2) SPOTS ON ALL DATES LISTED . . . EVENT HOURS: 2pm - 8pm

ESTIMATED NUMBER OF ATTENDEES: _____

ESTIMATED NUMBER OF VOLUNTEERS: _____

ESTIMATE DATE / TIME FOR SET-UP: ____/____/____ A.M. P.M. (circle one)

ESTIMATE DATE / TIME FOR CLEAN-UP: ____/____/____ A.M. P.M. (circle one)

EVENT DETAILS

WILL MUSIC BE PROVIDED DURING THIS EVENT: Yes

No

PARKING LOT

TYPE OF MUSIC PROPOSED: Live

Amplification

Recorded

Loudspeakers

PROPOSED TIME MUSIC WILL BEGIN: _____

END: _____

FOOD VENDORS/CONCESSIONS: (Contact Allegan County Health Department) Yes

No

Provide Copy of Health Department Food Service License

WILL ALCOHOL BE SERVED AT THIS EVENT: Yes

No

PARKING LOT

Provide Copy of Liquor Liability Insurance (listing the City as additionally insured)

Provide Copy of Michigan Liquor Control License

If yes, describe measures to be taken to prohibit the sale of alcohol to minors: _____

WILL FIREWORKS BE APART OF EVENT: Yes

No

PARKING LOT

Provide Copy of Liability Insurance (listing the City as additionally insured)

Provide Copy of Fireworks Permit

EVENT SIGNAGE: City Council approval is required for any temporary signing in the public right-of-way, across a street or on City property. Which of the following signs are requested for this event:

"YARD" SIGNS - Number requested: ____ (Maximum size is 2' x 2'. Cannot be displayed no more than 15 days prior to first day of event and must be removed 24 hours after end of event.)

BANNER UNDER SAUGATUCK PALETTE SIGN - (Size cannot be greater than 14' x 4'). Cannot be displayed more than 15 days prior to first day of event and must be removed 24 hours after end of event.)

SIGNAGE AT EVENT SITE - Location(s): _____

Description of signs: _____

(Signs at event site cannot be displayed prior to day of the event and must removed at the end of the event.)

TENTS/CANOPIES/MISC: The City of Saugatuck does not have tents, stage, tables or chairs available for rental. There are a number of businesses listed in the yellow pages under "Rental Service Stores" that specialize in the rental of event supplies. Will the following be constructed or located in the event area:

BOOTHS - QUANTITY _____

TENTS - QUANTITY _____

AWNINGS - QUANTITY _____

TABLES - QUANTITY _____

PORTABLE TOILETS - QUANTITY _____

VENDOR PARKING: Have you made arrangement for vendor parking? Yes No

If yes, where do you propose your vendors park? _____

Will the Interurban be utilized? Yes No

Time(s) _____

APPLICATION CHECK LIST

- Completed Application
- Event Map (includes detailed event layout for vendors, booths, porta potties, etc.)
- Road/Sidewalk/Parking Lot Closure Map N/A
- Certificate of Insurance (listing the City of Saugatuck as additionally insured) N/A
- Fireworks Permit (if applicable) N/A
- Michigan Liquor Control Commission Special Event License (if applicable) N/A
- Health Department Food Service License (if applicable) N/A

If document is missing, please explain: _____

The applicant and sponsoring organization understand and agrees to:

Provide a certificate of insurance with all coverages deemed necessary for the event, name the City of Saugatuck as an additional insured on all applicable policies and submit the certificate to the City Clerk's Office no later than one (1) week following notice of the event approval.

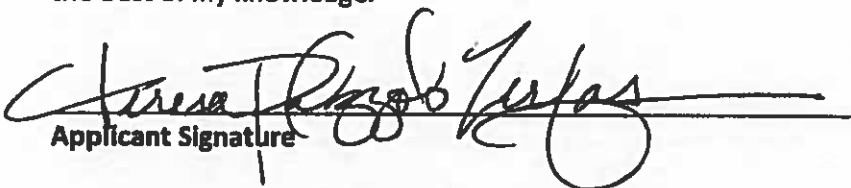
Comply with all City and County Ordinances and applicable State laws, City policies and acknowledges that the special events permit does not relieve the applicant or organization from meeting any application requirements of law or other public bodies or agencies.

Applicant and sponsoring organization further understands the approval of this special event may include additional requirements and/or limitations based on the City's review of this application. The applicant and sponsoring organization understands that it may be necessary to meet with City staff during the review of this application and that City Council approval is necessary.

Applicant understands that he/she is responsible for contacting the Michigan Liquor Control Commission and/or Allegan County Health Department to secure all permits required for this event.

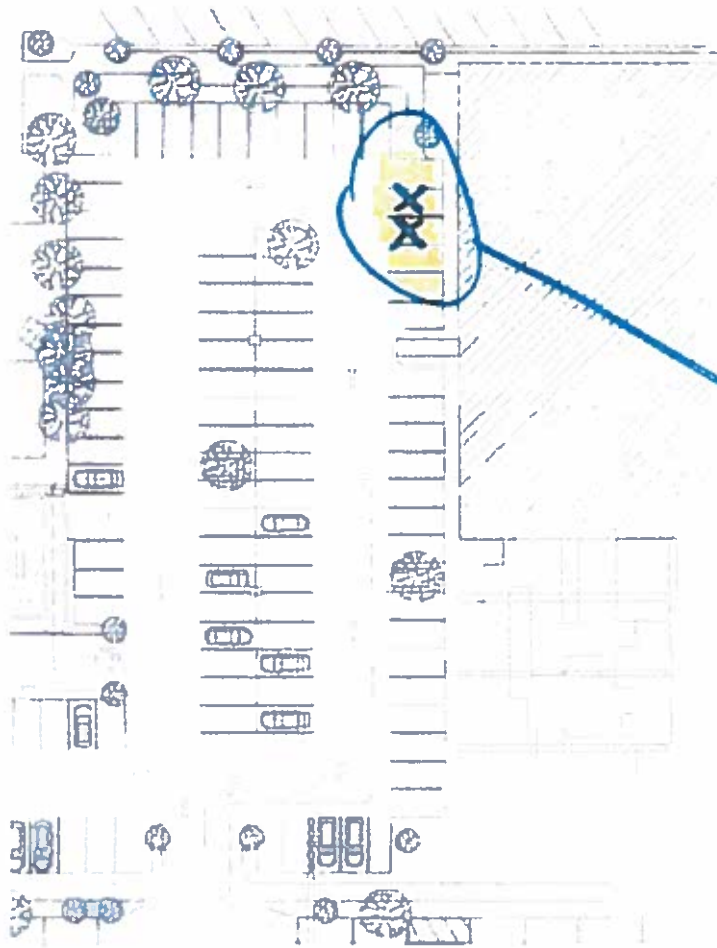
Applicant agrees to defend, indemnify and hold harmless the City of Saugatuck, Michigan from any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from this Special Event by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss cost of expense is caused in whole or in part by the negligence of the City of Saugatuck or by third parties, or by the agents, servants, employees or factors of any of them.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event and affirm the above understandings. The information provided on this application is true and complete to the best of my knowledge.

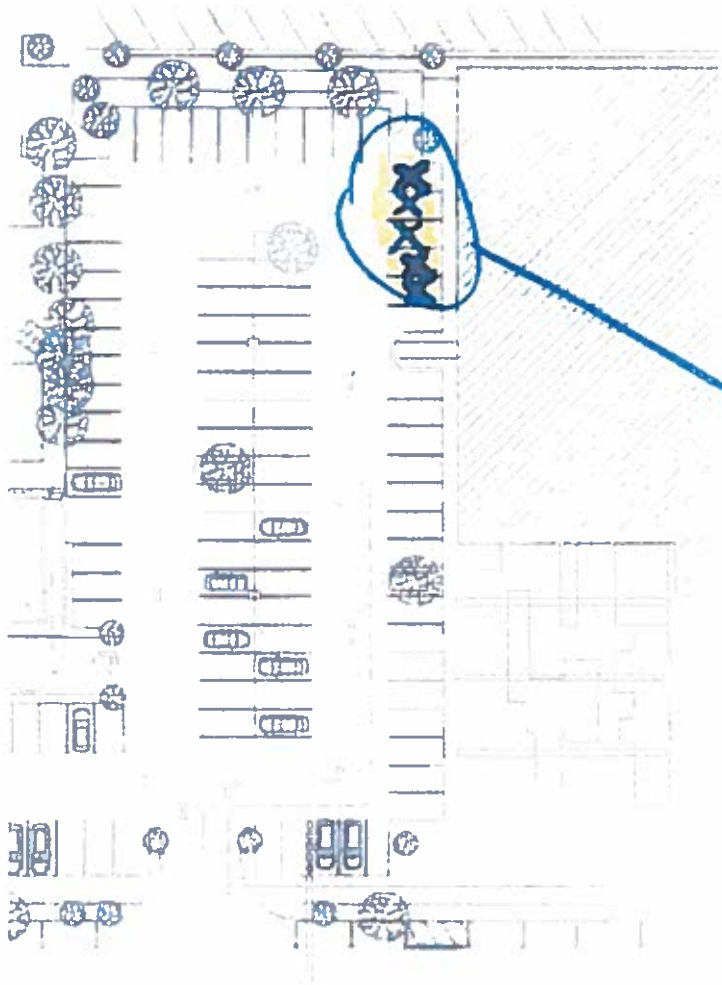

Applicant Signature

4.25.19

Date



TO BE CONED OFF
ON DATES NOTED ON
ISI PAGE EXCEPT FOR
6/15.



* TO BE COATED OFF ONLY
ON JUNE 15th 2019 (Noted on
ISI PAGE).



City Council Agenda Item Report

City of Saugatuck

FROM: Kirk Harrier, City Manager
MEETING DATE: May 13, 2019
SUBJECT: Special Event Application (Town Crier Race)

DESCRIPTION:
Special event request from Town Crier Races to hold a Town Crier Race event in the City of Saugatuck on June 15, 2019.

BUDGET ACTION REQUIRED:
N/A

COMMITTEE/COMMISSION REVIEW:
N/A

LEGAL REVIEW:
N/A

SAMPLE MOTION:
Motion to **approve/deny** special event application from Town Crier Races as presented.



2019 Town Crier Race
Letter of Understanding

May 13, 2019

Town Crier Races
PO Box 1040
Saugatuck, MI 49453

Re: Letter of Understanding

Dear Ms. Kinnamna:

This Letter of Understanding (“Letter”) is intended to memorialize the City of Saugatuck’s understanding with respect to **Town Crier Races** (“Applicant”) proposal to hold, operate and conduct a **Town Crier Race** within the City on **June 15, 2019** (“Event”).

The Special Event Application and associated materials dated April 24, 2019 (collectively, the “Application”) submitted to the City has been reviewed by the City Council. After due consideration, the City Council has approved that Application subject to Applicant’s willingness to sign this Letter. This Letter shall be construed to incorporate and include the Application as well as the materials attached thereto. In the event of a conflict between the terms of this Letter and the Application, the terms of this Letter shall control.

In granting approval for the event, the City is consenting to the use of **City Streets** as defined in the Application.

In exchange for the City’s approval, Applicant agrees to the following:

- Attend a pre-event planning meeting if requested by City.
- Compliance with all adopted local, county and state codes, regulations, and laws.
- No later than five (5) business days prior to the Event, Applicant shall receive written approval of the Allegan County Sheriff’s Office (ACSO) and the Saugatuck Township Fire District (STFD). Failure to receive written approval from the ACSO & STFD) will result in cancellation of the Event.

- Provide adequate event personnel for the safety and well-being of attendees. If additional law enforcement or safety personnel are required for the Event, the Applicant agrees to cover the costs associated with additional staffing.
- No later than five (5) business days prior to the Event, Applicant shall provide to the City Clerk a valid certificate of insurance for the Event with a minimum of \$1,000,000 per occurrence. Without limiting the foregoing, the certificate must identify the City as additional insured. All special events that involve the approved sale and consumption of alcoholic beverage must provide a liquor liability endorsement coverage limit of no less than \$1,000,000 for each occurrence. Failure to produce a valid Certificate of Insurance will result in cancellation of the Event.
- Return the streets to a condition similar to that prior to use immediately after Event. Applicant may be charged a cleanup fee if property is left in an unreasonable disorderly condition. Any damage to asphalt, underground utilities or irrigation systems will be the responsibility of Applicant.
- The City of Saugatuck may cancel or postpone Event for any condition affecting the public health or safety of the city or any condition that would place parks, facilities or other property at risk of damage or destruction if the Event were permitted to take place.

Assuming the above accurately reflects the Applicant's understanding and agreement please have an authorized official(s) sign and date where indicated below and return one original copy of this Letter to the City.

Sincerely,

CITY OF SAUGATUCK

Date: _____, 2019

By: _____
Kirk Harrier, City Manager

The foregoing accurately reflects the understanding and our agreement with respect to our proposal to hold, operate and conduct the Event in the City of Saugatuck.

Town Crier Races

Date: _____, 2019

By: _____
Its: _____

By: _____
Its: _____



Council Action

_____ Approved

_____ Denied

_____ Date

102 Butler Street • P.O. Box 86 • Saugatuck, MI 49453
Phone: 269-857-2603 • Website: www.saugatuckcity.com

SPECIAL EVENT APPLICATION

Must be filled out in its entirety & returned to the City Clerk's Office 30 days prior to scheduled event

SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: TownCrier Races

TELEPHONE: 269 _____

MAILING ADDRESS: PO Bx 1040

CONTACT NAME: Linda B Kinnaman

TELEPHONE: 6 _____

E-MAIL ADDRESS: _____@_____om

CELL PHONE: _____

CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: Rick Bauer

TELEPHONE: _____

E-MAIL ADDRESS: _____@_____s.com

CELL PHONE: _____

EVENT INFORMATION

NAME OF EVENT: TownCrier Races

DATE(S) OF EVENT: June 15

PURPOSE OF EVENT: \$ For SPS CC, Track, running club

RAIN DATE: 0

- Non-Profit For-Profit City Operated/Sponsored Co-Sponsored
- Marathon/Race Festival/Fair Video/Film Production Other _____

EVENT LOCATION: City, Village and Township

EVENT HOURS: 7am - 10am

ESTIMATED NUMBER OF ATTENDEES: 500

ESTIMATED NUMBER OF VOLUNTEERS: 30-50

ESTIMATE DATE / TIME FOR SET-UP: 6:30 _____ 7:00 _____ A.M. P.M.

ESTIMATE DATE / TIME FOR CLEAN-UP: 10:00 _____ 11:00 _____ A.M. P.M.

EVENT DETAILS

WILL MUSIC BE PROVIDED DURING THIS EVENT: Yes No

TYPE OF MUSIC PROPOSED: Live Amplification Recorded Loudspeakers

PROPOSED TIME MUSIC WILL BEGIN: _____ END: _____

FOOD VENDORS/CONCESSIONS: (Contact Allegan County Health Department) Yes No
 Provide Copy of Health Department Food Service License

WILL ALCOHOL BE SERVED AT THIS EVENT: Yes No
 Provide Copy of Liquor Liability Insurance (listing the City as additionally insured)
 Provide Copy of Michigan Liquor Control License

If yes, describe measures to be taken to prohibit the sale of alcohol to minors: _____

WILL FIREWORKS BE APART OF EVENT: Yes No
 Provide Copy of Liability Insurance (listing the City as additionally insured)
 Provide Copy of Fireworks Permit

EVENT SIGNAGE: City Council approval is required for any temporary signing in the public right-of-way, across a street or on City property. Which of the following signs are requested for this event:

- "YARD" SIGNS** - Number requested: ____ (Maximum size is 2' x 2'. Cannot be displayed no more than 15 days prior to first day of event and must be removed 24 hours after end of event.)
- BANNER UNDER SAUGATUCK PALETTE SIGN** - (Size cannot be greater than 14' x 4'). Cannot be displayed more than 15 days prior to first day of event and must be removed 24 hours after end of event.)
- SIGNAGE AT EVENT SITE** - Location(s): _____
Description of signs: _____
(Signs at event site cannot be displayed prior to day of the event and must removed at the end of the event.)

TENTS/CANOPIES/MISC: The City of Saugatuck does not have tents, stage, tables or chairs available for rental. There are a number of businesses listed in the yellow pages under "Rental Service Stores" that specialize in the rental of event supplies. Will the following be constructed or located in the event area:

- BOOTHS – QUANTITY** _____ **TENTS – QUANTITY** _____
- AWNINGS – QUANTITY** _____ **TABLES – QUANTITY** _____
- PORTABLE TOILETS – QUANTITY** _____

VENDOR PARKING: Have you made arrangement for vendor parking? Yes No

If yes, where do you propose your vendors park? _____

Will the Interurban be utilized? Yes No Time(s) _____

APPLICATION CHECK LIST

- Completed Application
- Event Map (includes detailed event layout for vendors, booths, porta potties, etc.)
- Road/Sidewalk/Parking Lot Closure Map *N/A*
- Certificate of Insurance (listing the City of Saugatuck as additionally insured) *Provided to City by School*
- Fireworks Permit (if applicable)
- Michigan Liquor Control Commission Special Event License (if applicable)
- Health Department Food Service License (if applicable)

if document is missing, please explain: _____

The applicant and sponsoring organization understand and agrees to:

Provide a certificate of insurance with all coverages deemed necessary for the event, name the City of Saugatuck as an additional insured on all applicable policies and submit the certificate to the City Clerk's Office no later than one (1) week following notice of the event approval.

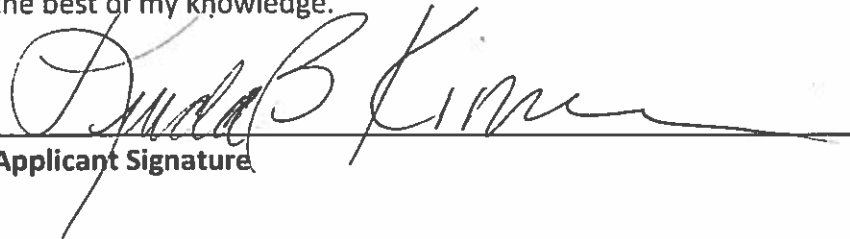
Comply with all City and County Ordinances and applicable State laws, City policies and acknowledges that the special events permit does not relieve the applicant or organization from meeting any application requirements of law or other public bodies or agencies.

Applicant and sponsoring organization further understands the approval of this special event may include additional requirements and/or limitations based on the City's review of this application. The applicant and sponsoring organization understands that it may be necessary to meet with City staff during the review of this application and that City Council approval is necessary.

Applicant understands that he/she is responsible for contacting the Michigan Liquor Control Commission and/or Allegan County Health Department to secure all permits required for this event.

Applicant agrees to defend, indemnify and hold harmless the City of Saugatuck, Michigan from any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from this Special Event by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss cost of expense is caused in whole or in part by the negligence of the City of Saugatuck or by third parties, or by the agents, servants, employees or factors of any of them.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event and affirm the above understandings. The information provided on this application is true and complete to the best of my knowledge.


Applicant Signature

24 April 2019
Date



5K & 10K Race Maps

5K

10K



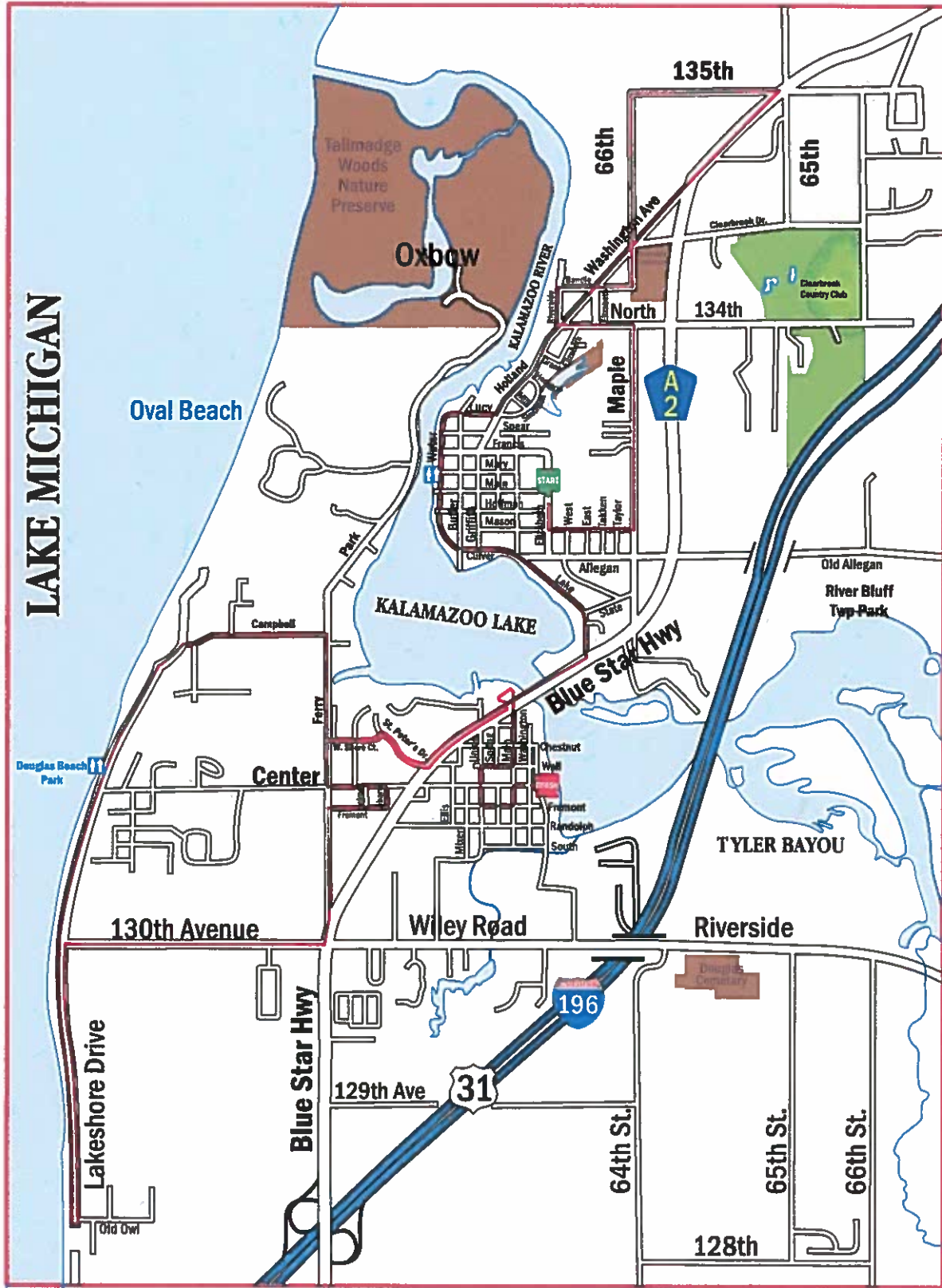
5K



10K



Half Marathon Race Map





City Council Agenda Item Report

City of Saugatuck

FROM: Kirk Harrier, City Manager

MEETING DATE: May 13, 2019

SUBJECT: Special Event Application (4th of July Waterfront Festival and Parade)

DESCRIPTION:

Special event request from Saugatuck/Douglas Rotary Club to hold a 4th of July Waterfront festival, parade, and evening fireworks event in the City of Saugatuck on July 4, 2019.

BUDGET ACTION REQUIRED:

N/A

COMMITTEE/COMMISSION REVIEW:

N/A

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Motion to **approve/deny** special event application from Saugatuck/Douglas Rotary Club as presented.



2019 July 4th Waterfront Festival and Parade
Letter of Understanding

May 13, 2019

Saugatuck/Douglas Rotary Club
PO Box 211
Douglas, MI 49406

Re: Letter of Understanding

Dear Mr. Rotonda:

This Letter of Understanding (“Letter”) is intended to memorialize the City of Saugatuck’s understanding with respect to **Saugatuck/Douglas Rotary Club’s** (“Applicant”) proposal to hold, operate and conduct a **July 4th Waterfront Festival and Parade** within the City on **July 4th, 2019** (“Event”).

The Special Event Application and associated materials dated February 26, 2019 (collectively, the “Application”) submitted to the City has been reviewed by the City Council. After due consideration, the City Council has approved that Application subject to Applicant’s willingness to sign this Letter. This Letter shall be construed to incorporate and include the Application as well as the materials attached thereto. In the event of a conflict between the terms of this Letter and the Application, the terms of this Letter shall control.

In granting approval for the event, the City is consenting to the use of **Coghlin Park**. In addition, the City agrees that, subject to compliance with this Letter, the City shall provide the following at its cost for the Event:

- Contribution of \$3,000 for the 4th of July community fireworks display as allowed by law.
- Assistance in installing banner under City “Pallet” sign at Lake Street and Blue Star Highway.
- Provision of available security fencing. **It is the responsibility of the applicant to install and remove security fencing.*

- Use of City owned electrical outlets/services in event location. City does not supply electrical extension cords. **It is the responsibility of the applicant to ensure that there is adequate electrical capacity to hold the event and to obtain additional electrical supply if needed.*

In exchange for the City's approval and commitments as set forth above, Applicant agrees to the following:

- Attend a pre-event planning meeting if requested by City.
- Compliance with all adopted local, county and state codes, regulations, and laws including applying for and obtaining any required state or county alcohol/food service permits. Alcohol to be served only from 1PM until 10PM.
- No later than five (5) business days prior to the Event, Applicant shall receive written approval of the Allegan County Sheriff's Office (ACSO) and the Saugatuck Township Fire District (STFD). Failure to receive written approval from the ACSO & STFD) will result in cancellation of the Event.
- Provide adequate event personnel for the safety and well-being of attendees.
- No later than five (5) business days prior to the Event, Applicant shall provide to the City Clerk a valid certificate of insurance for the Event with a minimum of \$1,000,000 per occurrence. Without limiting the foregoing, the certificate must identify the City as additional insured. All special events that involve the approved sale and consumption of alcoholic beverage must provide a liquor liability endorsement coverage limit of no less than \$1,000,000 for each occurrence. Failure to produce a valid Certificate of Insurance will result in cancellation of the Event.
- Return the area(s) to a condition similar to that prior to use immediately after Event. Applicant may be charged a cleanup fee if property is left in an unreasonable disorderly condition. Any damage to underground utilities or irrigation system will be the responsibility of Applicant.
- It is the responsibility of the Applicant to furnish and ensure there are a sufficient number of waste containers located throughout the event grounds and they are emptied during the Event in order to prevent overflow. If the waste generated by the event exceeds the capacity of Applicants on-site containers/dumpster(s), it is the Applicants responsibility to remove the excess waste from the site. **The City maintains a list of local waste hauler vendors. It is the responsibility of Applicant to arrange for all waste removal activities.*

- It is the responsibility of the Applicant to furnish and ensure there are a sufficient number of portable toilets for the Event and they are serviced during the event. **The City maintains a list of local portable toilet vendors. It is the responsibility of Applicant to arrange for all portable toilet facilities.*
- The City of Saugatuck may cancel or postpone Event for any condition affecting the public health or safety of the city or any condition that would place parks, facilities or other property at risk of damage or destruction if the Event were permitted to take place.

Assuming the above accurately reflects the Applicant's understanding and agreement please have an authorized official(s) sign and date where indicated below and return one original copy of this Letter to the City.

Sincerely,

CITY OF SAUGATUCK

Date: _____, 2019

By: _____
Kirk Harrier, City Manager

The foregoing accurately reflects the understanding and our agreement with respect to our proposal to hold, operate and conduct the Event in the City of Saugatuck.

Saugatuck Douglas/Rotary

Date: _____, 2019

By: _____
Its: _____

By: _____
Its: _____



The Rotary Club of Saugatuck-Douglas
Chapter 84123

To: City of Saugatuck, City Manager
Saugatuck, Michigan 49453

From: the Rotary Club of Saugatuck / Douglas
PO Box 211
Douglas, Michigan 49406

Greetings Kirk,

Please accept this application from the RCSD for your continued assistance with our 2nd annual July 4th Waterfront Festival. We are offering another full day of family fun and all age entertainment and community interaction. Access to all of our events and entertainment is FREE again this year. However, as you may know, the purchase of the Fireworks, rental of the barge to shoot them from, and the production and management of the Parade are not free. This year the Rotary Club will spend over \$10,000 to provide these 2 features alone. Would July 4th in Saugatuck be the same without these efforts and costs to our club? As such, we do ask for you to consider increasing your support in a measurable way if you find it fiscally responsible and worthy. Below are a few of the benefits of our efforts and we thank you for all that you have done to help us give back to our fantastically fun, diverse community.

The Rotary Club members are proud to present this day of fun, food, and entertainment as our signature community minded event. We believe free access to the beautiful park (donated by one of our founding members Thelma Coghlin) and all of our events and entertainment is an undeniably community friendly commitment that aligns with all of our 3 main goals.

1. Family and Children's Health and Empowerment- free admission and inexpensive fresh food allows a family of 4 to spend the holiday together having a great time for less than \$25-\$30.
2. Youth Leadership and Engagement- Students from the Middle and High School assist with the Parade and help in Kid's Corner activities with younger children. They also are giving back to Rotary for the assistance we provide for Scholarships, Mentoring, and International travel and studies in the Dominican Republic. Also, the Boy Scout Club helps with set up and clean up before and after the event.
3. Community Engagement- This is an easy one as I have already spelled out above and on the application. This is our gift to the community. If we do achieve a surplus of funding from this event all of the money goes right back to the efforts mentioned above, and to local groups and other needs-based giving. A few examples: Children's First Lakeshore is a program for at risk kids that provides them with "weekend backpacks" of food and snacks for weekends. Christian Neighbors- is another one of our charitable community arms of benevolence that vets needy families and kids, and provides many sources and types of assistance to the most needy throughout the year. A list of our many other charitable efforts of the RCSD is available on request.

I hope this letter helps the City of Saugatuck to understand our commitment to building a healthy vibrant community that assists all of our hard working citizens, vendors, shop owners, artists and hospitality workers, increase our vitality, openness, exposure and prosperity. If so, we feel hopeful that we can count on you for your significant continued support.

Respectfully,
John G Rotonda

RCSD "July 4th Waterfront Festival" Chairman



Council Action	
_____	Approved
_____	Denied
_____	Date

102 Butler Street • P.O. Box 86 • Saugatuck, MI 49453
 Phone: 269-857-2603 • Website: www.saugatuckcity.com

SPECIAL EVENT APPLICATION

Must be filled out in its entirety & returned to the City Clerk's Office 30 days prior to scheduled event

SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: ROTARY CLUB OF SAUGATUCK/DOUGLAS TELEPHONE: _____

MAILING ADDRESS: P.O. Box 211 DOUGLAS, MI 49406

CONTACT NAME: JOHN ROTONDA TELEPHONE: _____

E-MAIL ADDRESS: jrtonda@gmail.com CELL PHONE: _____

CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: JOHN ROTONDA TELEPHONE: _____

E-MAIL ADDRESS: _____ CELL PHONE: _____

EVENT INFORMATION

NAME OF EVENT: "Saugatuck's July 4th Watercraft Festival" (+Parade) DATE(S) OF EVENT: JULY 4, 2019

PURPOSE OF EVENT: Celebrate July 4th with community + friends RAIN DATE: _____

- | | | | |
|--|---|---|---------------------------------------|
| <input checked="" type="checkbox"/> Non-Profit | <input type="checkbox"/> For-Profit | <input checked="" type="checkbox"/> City Operated/Sponsored | <input type="checkbox"/> Co-Sponsored |
| <input type="checkbox"/> Marathon/Race | <input checked="" type="checkbox"/> Festival/Fair | <input type="checkbox"/> Video/Film Production | <input type="checkbox"/> Other _____ |

EVENT LOCATION: COGHLIN Park EVENT HOURS: NOON - ~~10PM~~ FIREWORKS

ESTIMATED NUMBER OF ATTENDEES: 750 - 1,500 TOTAL +/-

ESTIMATED NUMBER OF VOLUNTEERS: 60 - 70 TOTAL

ESTIMATE DATE / TIME FOR SET-UP: JULY 3RD - NOON JULY 4TH A.M. P.M.

ESTIMATE DATE / TIME FOR CLEAN-UP: JULY 4TH & JULY 5TH A.M. P.M.

EVENT DETAILS

WILL MUSIC BE PROVIDED DURING THIS EVENT: Yes No
TYPE OF MUSIC PROPOSED: Live Amplification Recorded Loudspeakers
PROPOSED TIME MUSIC WILL BEGIN: 5:30 PM END: 10 PM

FOOD VENDORS/CONCESSIONS: (Contact Allegan County Health Department) Yes No
 Provide Copy of Health Department Food Service License

WILL ALCOHOL BE SERVED AT THIS EVENT: Yes No
 Provide Copy of Liquor Liability Insurance (listing the City as additionally insured)
 Provide Copy of Michigan Liquor Control License

If yes, describe measures to be taken to prohibit the sale of alcohol to minors: Separate I.D. checks
for adult Beverage Tickets - WRISTBANDS

WILL FIREWORKS BE APART OF EVENT: Yes No
 Provide Copy of Liability Insurance (listing the City as additionally insured)
 Provide Copy of Fireworks Permit

EVENT SIGNAGE: City Council approval is required for any temporary signing in the public right-of-way, across a street or on City property. Which of the following signs are requested for this event:

- "YARD" SIGNS - Number requested: ___ (Maximum size is 2' x 2'. Cannot be displayed no more than 15 days prior to first day of event and must be removed 24 hours after end of event.)
- BANNER UNDER SAUGATUCK PALETTE SIGN - (Size cannot be greater than 14' x 4'). Cannot be displayed more than 15 days prior to first day of event and must be removed 24 hours after end of event.)
- SIGNAGE AT EVENT SITE - Location(s): COGHLIN PARK ENTRANCE
 Description of signs: Welcome to "Saugatuck's July 4th Waterfront Festival"
 (Signs at event site cannot be displayed prior to day of the event and must removed at the end of the event.)

TENTS/CANOPIES/MISC: The City of Saugatuck does not have tents, stage, tables or chairs available for rental. There are a number of businesses listed in the yellow pages under "Rental Service Stores" that specialize in the rental of event supplies. Will the following be constructed or located in the event area:

- BOOTHS - QUANTITY _____
- TENTS - QUANTITY 2-3
- AWNINGS - QUANTITY 4-5
- TABLES - QUANTITY 7-10
- PORTABLE TOILETS - QUANTITY 8-10

VENDOR PARKING: Have you made arrangement for vendor parking? Yes No
If yes, where do you propose your vendors park? ALONG COGHLIN PARK @ GRIFFITH ST.
Will the Interurban be utilized? Yes No Time(s) NOON TO MIDNIGHT

DEPARTMENT OF PUBLIC WORKS

APPROVED DENIED

Authorized Personnel Signature

Will this event require the use of any of the following municipal equipment: Yes No

TRASH RECEPTACLES - QUANTITY 8-10

BARRICADES - QUANTITY ONE or 2

TRAFFIC CONES - QUANTITY 6

PARKING SIGNS - QUANTITY 3?

FENCING WATER ELECTRIC

RESTROOM CLEANING

OTHER _____

POLICE DEPARTMENT

APPROVED DENIED

Authorized Personnel Signature

ADDITIONAL OFFICERS REQUIRED? Yes No

If yes please describe & include times IT MIGHT BE ADVISABLE @ 8 PM - FIREWORKS

Other (describe): _____

SAUGATUCK TOWNSHIP FIRE DISTRICT

APPROVED DENIED

Authorized Personnel Signature

STREET CLOSURES: Yes ^{partial} No (use attached map to outline proposed closures)

Street closure date/time: ALLEGAN LAKE ^{OLD} NOON ^{1 PM} A.M. P.M.

Street re-open date/time: _____ 2 PM A.M. P.M.

SIDEWALK CLOSURES: Yes ^{partial} No (use attached map to outline proposed closures)

Describe Sidewalk Use: FOOD VENDORS, MUSIC STAGE, EVENT STAGING, PORTA-TOILET
^{@ GRIFFITH TO RIVER}

Sidewalk closure date/time: JULY 3RD NOON A.M. P.M.

Sidewalk re-open date/time: JULY 5TH NOON A.M. P.M.

PARKING LOT CLOSURES: Yes No (use attached map to outline proposed closures)

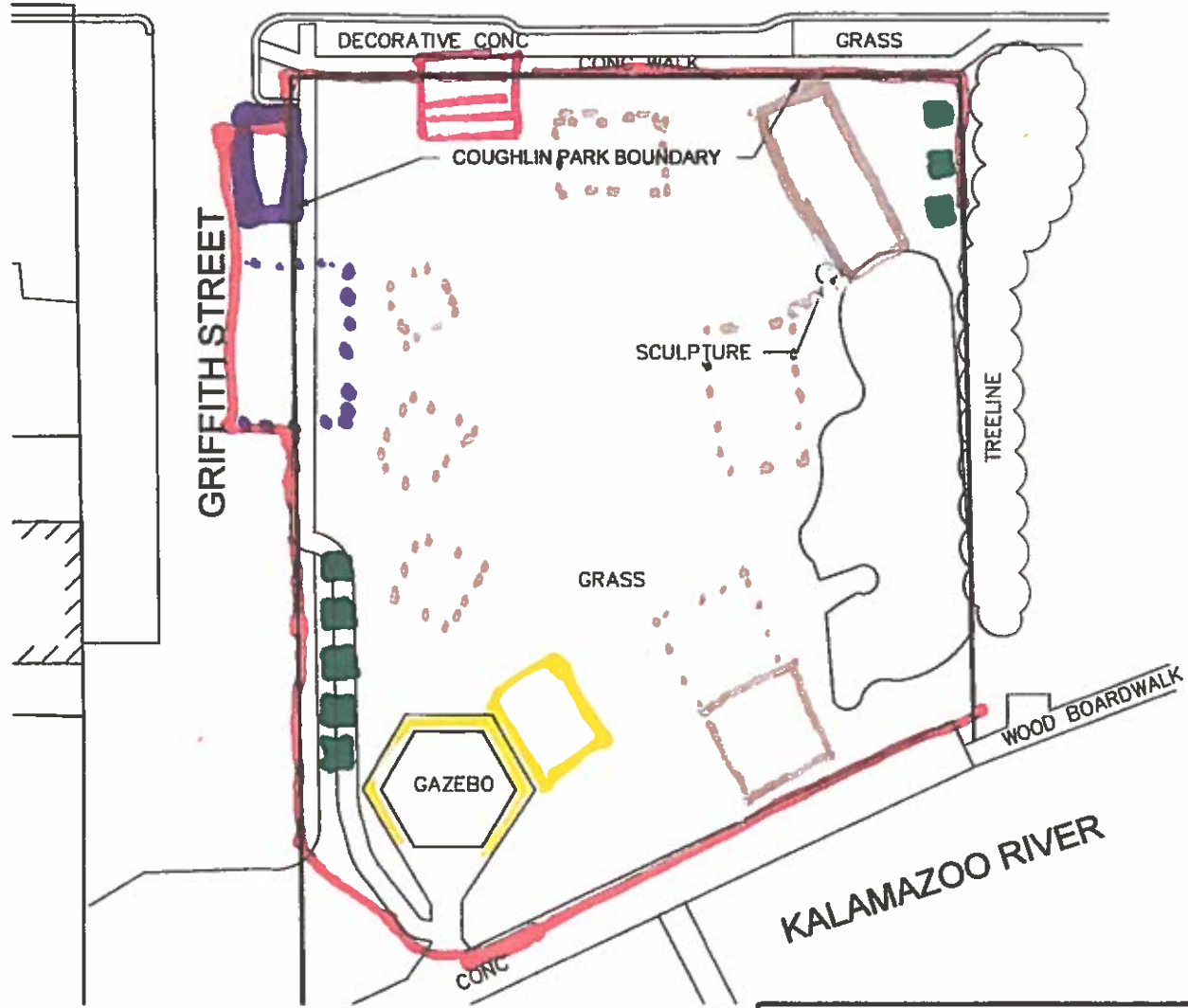
Parking Lot Location: _____
(NOT FORSEEN)

Sidewalk closure date/time: _____ A.M. P.M.

Sidewalk re-open date/time: _____ A.M. P.M.

What parking arrangements are proposed to accommodate potential attendance: _____

CULVER STREET



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







CITY OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN

COUGHLIN PARK
PARK USE PERMIT APPLICATION

2011

3187

ERING, INC.

-  FENCING
-  PALAZZOLO'S TRUCK
-  SHADES CANOPY
-  DEV. TENT, STAGE
-  KIDS' CORNER
-  Rainey Food Court

APPLICATION CHECK LIST

- Completed Application
- Event Map (includes detailed event layout for vendors, booths, porta potties, etc.)
- Road/Sidewalk/Parking Lot Closure Map
- Certificate of Insurance (listing the City of Saugatuck as additionally insured)
- Fireworks Permit (if applicable)
- Michigan Liquor Control Commission Special Event License (if applicable)
- Health Department Food Service License (if applicable)

If document is missing, please explain: THE PERMITS WILL BE FORTHCOMING

The applicant and sponsoring organization understand and agrees to:

Provide a certificate of insurance with all coverages deemed necessary for the event, name the City of Saugatuck as an additional insured on all applicable policies and submit the certificate to the City Clerk's Office no later than one (1) week following notice of the event approval.

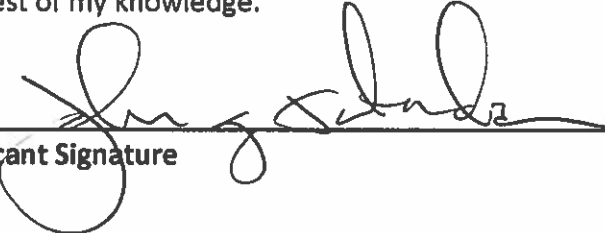
Comply with all City and County Ordinances and applicable State laws, City policies and acknowledges that the special events permit does not relieve the applicant or organization from meeting any application requirements of law or other public bodies or agencies.

Applicant and sponsoring organization further understands the approval of this special event may include additional requirements and/or limitations based on the City's review of this application. The applicant and sponsoring organization understands that it may be necessary to meet with City staff during the review of this application and that City Council approval is necessary.

Applicant understands that he/she is responsible for contacting the Michigan Liquor Control Commission and/or Allegan County Health Department to secure all permits required for this event. ✓

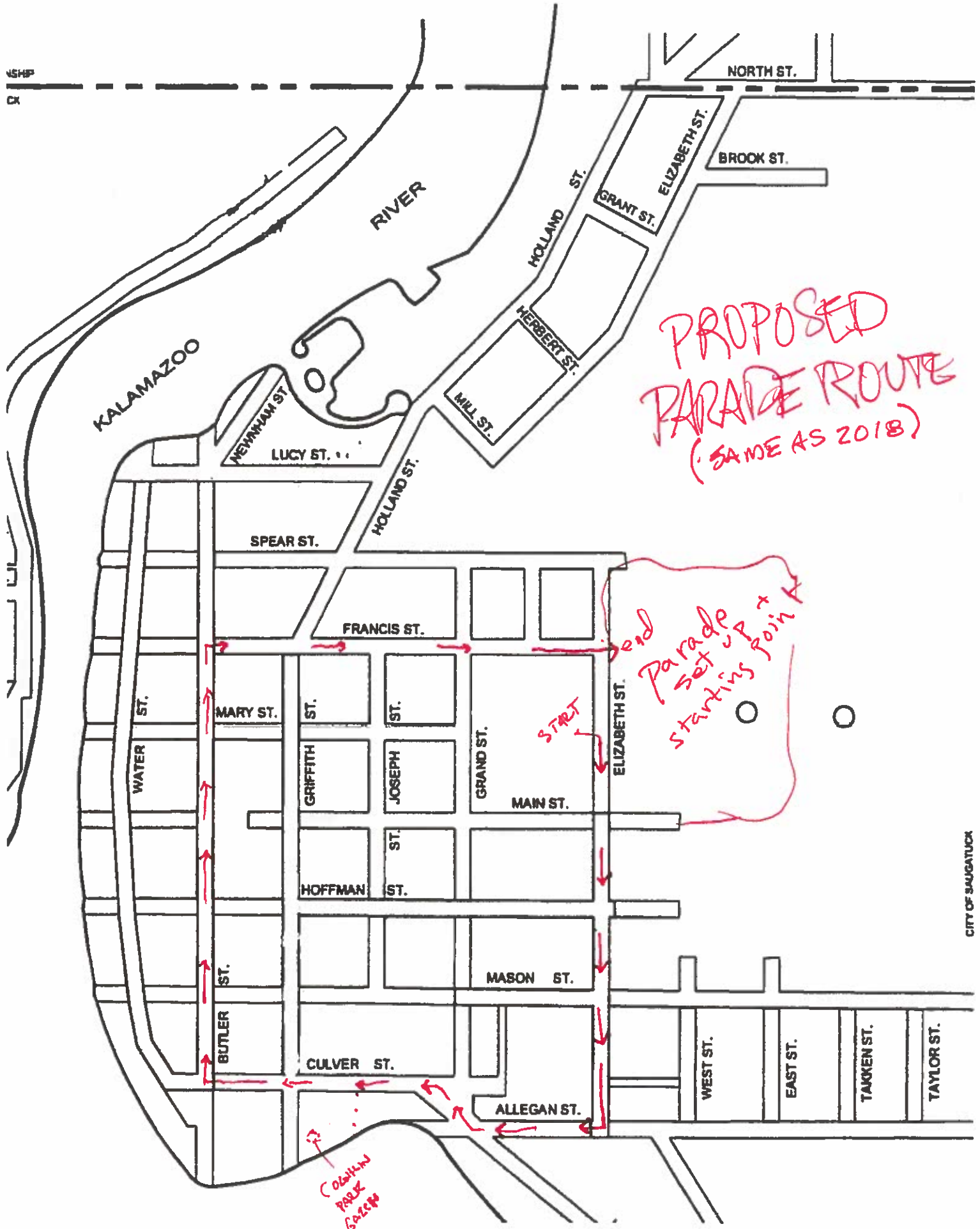
Applicant agrees to defend, indemnify and hold harmless the City of Saugatuck, Michigan from any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from this Special Event by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss cost of expense is caused in whole or in part by the negligence of the City of Saugatuck or by third parties, or by the agents, servants, employees or factors of any of them. ✓

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event and affirm the above understandings. The information provided on this application is true and complete to the best of my knowledge.


Applicant Signature

2-26-19
Date

Downtown Street / Sidewalk Closure(s)



**PROPOSED
PARADE ROUTE
(SAME AS 2018)**

end
Parade
set up +
starting point

Cobalted
Park
+ Garage



Michigan Department of Natural Resources - Law Enforcement
MARINE SPECIAL EVENT APPLICATION AND PERMIT

Issued under authority of Part 801, Marine, Part 811 ORV and Part 821 Snowmobile, of the Natural Resource and Environmental Protection Act, Act 451, P. A. of 1994, as amended. Failure to comply with the provisions of this Act is a misdemeanor and may result in fines and/or imprisonment.

FOR DNR USE ONLY
 Permit Number
7-M-AL-19-29

APPLICANT: This completed and signed application must be received by the appropriate DNR office at least 30 days prior to the event, or the permit may not be authorized. Locations and addresses on next page.

Name of Applicant Night Magic Displays		Sponsoring Organization/Individual/Group Saugatuck-Douglas Rotary Club		Name of Person in Charge of Event Steve Truax	
Street Address 3999 Hupp Road, Building R-3-1		Street Address PO Box 211		Street Address 10691 Star Road	
City, State, ZIP La Porte, IN 46350		City, State, ZIP Douglas, MI 49406		City, State, ZIP Osceola, IN 46561	
Email Address magicpyro@aol.com		Email Address (mark.vanderklee)@com		Email Address stvetruax1@gmail.com	
Business Telephone (Br) J	Home Telephone (5 12	Business Telephone (616) 490-6134	Business Telephone (Home Telephone) (5 577)(5 77		
Event Date(s) (mm/dd/yyyy) if seasonal, attach proposed schedule 07/04/2018				Where will "Person in Charge" be during the event? On site	
Event Starting and Finishing Times 10:20 to 10:50 pm				How can "Person in Charge" be contacted during the event? cell phone (5 77	
Type of Event (Check appropriate boxes) <input checked="" type="checkbox"/> Marine - Pursuant to Section 80164 of Act 451, P.A. of 1994, as amended. <input type="checkbox"/> Canoe Race <input type="checkbox"/> Parade <input type="checkbox"/> Hydroplane Race <input type="checkbox"/> Offshore Race <input type="checkbox"/> Sailboat Race <input type="checkbox"/> Motorboat Race <input type="checkbox"/> Water Skiing <input checked="" type="checkbox"/> Fireworks* <input type="checkbox"/> Swimming <input type="checkbox"/> Raft Race <input type="checkbox"/> Sailboard <input type="checkbox"/> Other (Specify) _____ *Applicant must include copy of Fireworks Display Permit issued by local unit of government. <input type="checkbox"/> Off-Road Vehicle (ORV) - Pursuant to Section 81122 of Act 451, P.A. of 1994, as amended. <input type="checkbox"/> Bike <input type="checkbox"/> ORV <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Snowmobile - Pursuant to Section 82118 of Act 451, P.A. of 1994, as amended.					
Location of Event - Body of Water Douglas Mi Kalamazoo Lake			Township Saugatuck	County Allegan	Section(s)
Estimated Number of Vehicles N/A	Number of spectators (if applicable) 4,000	Number of Event Participants two	Sponsor of Patrol Vessels Allegan County Marine Patrol		
Do conditions require special law enforcement patrols? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Types of Medical Support Units (if any) Saugatuck Fire Department EMT's		Number of Medical Support Units two	

APPLICANT: Read all pages and attachments before certification and signature.

CERTIFICATION

I hereby certify that I have read, understand, and agree to abide by the conditions contained on page 2, governing this permit in the conduct of the operations under this permit, and that the information provided is true and accurate to the best of my knowledge.

Richard Wilson 3/29/19
 Applicant Signature Date

APPLICANT: Submit completed and signed application to appropriate DNR office at least 30 days prior to event or permit may not be authorized. Locations and addresses on next page.

FOR DNR USE ONLY

Investigation Findings & Recommendations: State any problems this event may cause, special equipment the event may require, special enforcement effort that may be required, special use permits, and where they may be obtained.

Fireworks possession/use permit must be secured along with liability insurance. All litter/garbage associated with event must be removed/cleaned up from the site and lake water after event. Recommend fire department and EMS on standby at event.

Investigating Officer (Please Print): **LT. THAYER** 50 Signature *Mel Thompson* Date of Investigation (mm/dd/yyyy) **4/2/19**

AUTHORIZATION

EVENT IS AUTHORIZED for the date(s) and time(s) specified as long as conditions are complied with prior to and/or during stated event(s). Failure to meet all specified conditions automatically invalidates this permit and may subject permittee to prosecution.

Number of Law Enforcement Patrol Boats Vehicles _____ Type _____

Special Conditions - See Page 2:
 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16

Other _____

EVENT IS NOT AUTHORIZED

DISTRIBUTION: Original - DNR District Office Copy - Applicant, County Sheriff, DNR CO

RECEIVED

SEE SPECIAL CONDITIONS PAGE 2
 LT. THAYER

APR 2 2019
 LAW - PLAINWELL

ADDITIONAL CONDITIONS AND REQUIREMENTS

This permit is subject to the following conditions and requirements as indicated by the numbers checked in the "authorization" section.

1. Post a bond of sufficient amount to cover anticipated clean-up costs, in addition to other such penalties as may be stipulated by Part 89, Littering, of Act 451, P. A. 1994, as amended.
2. Permittees must have proof of current American Power Boat Association membership in possession when testing watercraft.
3. All participants must have American Power Boat Association approved personal flotation device or Coast Guard approved personal flotation device.
4. Markers (buoys, trail markers, etc.) for intended event(s) must be placed on the day of event(s) and removed as soon after the completion of the scheduled event(s) as is practicable, except in cases where the State or Coast Guard buoy permit has been issued authorizing permanent establishments of buoys.
5. Any litter resulting from this event shall be cleaned up immediately after the event by the Permittees.
6. All craft participating in the event must have identification attached and the sponsor shall be responsible to have all craft removed from the area after the event.
7. All fishing laws, rules and Director's Orders of the Michigan Department of Natural Resources, when applicable with this sanction, must be complied with.
8. Sponsor of the event(s) shall publish in the local paper a Notice To Boaters that a hazardous condition will exist in the area during the fireworks display or other authorized event.
9. If another organization requests the use of these waters on one or more of the sanctioned dates, this authorization will be subject to review and possible cancellation for that date or dates.
10. No registration or license is required for ORVs and snowmobiles participating in a special event under authority of this permit.
11. This event and vessels participating in this event SHALL NOT impede commercial shipping and must yield the right-of-way to any commercial ship.
12. This permit does not authorize any special privileges regarding use of state owned public access sites. Special Use Permits for public access sites must be obtained from the Michigan DNR, Parks and Recreation Division at 517-373-9900. Hours of operation and site rules will not be altered.
13. This sanction is valid only if a resolution is obtained to waive the Special Watercraft ordinance on said body of water, and resolution must accompany this permit at time of application.
14. **LIABILITY** - Grantee hereby releases, waives, discharges and covenants not to sue the State of Michigan, its departments, officers, employees and agents, from any and all liability to Grantee, its officers, employees and agents, for all losses, injury, death or damage, and any claims or demands thereon, on account of injury to person or property, or resulting in death of Grantee, its officers, employees or agents, in reference to the activities authorized by this permit.
15. **INDEMNIFICATION** - Grantee hereby covenants and agrees to indemnify and save harmless, the State of Michigan, its departments, officers, employees and agents, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) issuance of this permit; (2) the activities authorized by this permit; and (3) the use or occupancy of the premises which are the subject of this permit by the Grantee, its employees, contractors, or its authorized representatives.
16. **PENALTY** - The Michigan Department of Natural Resources reserves the right to cancel this permit at any time if conditions and requirements are not adhered to.

Michigan Department of Natural Resources District Offices, and the Counties under District Jurisdiction

COUNTIES		DISTRICTS		COUNTIES		DISTRICTS	
Baraga Dickinson Gogebic Houghton Iron	Keweenaw Marquette Manominee Ontonagon	DISTRICT 1 LAW ENFORCEMENT MARQUETTE OPERATIONS SERVICE CENTER MICHIGAN DEPARTMENT OF NATURAL RESOURCES 1950 US-41 SOUTH MARQUETTE MI 49855 TELEPHONE (906) 228-6561		Bay Grafton Huron Isabella Midland	Montcalm Saginaw Sanilac Tuscola	DISTRICT 6 LAW ENFORCEMENT BAY CITY OPERATIONS SERVICE CENTER MICHIGAN DEPARTMENT OF NATURAL RESOURCES 3580 STATE PARK DRIVE BAY CITY MI 48705 TELEPHONE (989) 684-8141	
Alger Chippewa Delta	Luce Mackinac Schoolcraft	DISTRICT 2 LAW ENFORCEMENT NEWBERRY OPERATIONS SERVICE CENTER MICHIGAN DEPARTMENT OF NATURAL RESOURCES 5100 STATE HWY M-123 NEWBERRY MI 49868 TELEPHONE (906) 280-5131		Allegan Benry Berrien Cass Ionia Kalamazoo	Kent Muskegon Ottawa St. Joseph Van Buren	DISTRICT 7 LAW ENFORCEMENT PLAINWELL OPERATIONS SERVICE CENTER MICHIGAN DEPARTMENT OF NATURAL RESOURCES 621 NORTH 10th STREET PLAINWELL MI 49880 TELEPHONE (269) 695-6851	
Alcona Antrim Charlevoix Cheboygan	Emmet Montmorency Osego Presque Isle	DISTRICT 3 LAW ENFORCEMENT GAYLORD OPERATIONS SERVICE CENTER MICHIGAN DEPARTMENT OF NATURAL RESOURCES 1732 WEST M-32 GAYLORD MI 49735 TELEPHONE (989) 732-3541		Branch Calhoun Clinton Eaton	Hillsdale Ingham Jackson Shawanssee	DISTRICT 8 LAW ENFORCEMENT ROSE LAKE FIELD OFFICE MICHIGAN DEPARTMENT OF NATURAL RESOURCES 8562 EAST STOLL ROAD EAST LANSING MI 48823 TELEPHONE (517) 641-4900	
Benzie Grand Traverse Lake Leelanau Marquette	Mason Mecosta Newaygo Oceana Oshtemo Westford	DISTRICT 4 LAW ENFORCEMENT CADILLAC OPERATIONS SERVICE CENTER MICHIGAN DEPARTMENT OF NATURAL RESOURCES 8015 MACKINAW TRAIL CADILLAC MI 49601 TELEPHONE (231) 775-8727		Genesee Lapeer Lenawee Livingston Macomb	Monroe Oakland St. Clair Wayne Washtenaw	DISTRICT 9 LAW ENFORCEMENT METRO DETROIT CUSTOMER SERVICE CENTER MICHIGAN DEPARTMENT OF NATURAL RESOURCES 1881 ATWATER DETROIT MI 48207 TELEPHONE (313) 396-6850	
Alcona Arenac Clare Crawford Gladwin Iosco	Kalamazoo Missaukee Ogemaw Oscoda Roscommon	DISTRICT 5 LAW ENFORCEMENT ROSCOMMON OPERATIONS SERVICE CENTER MICHIGAN DEPARTMENT OF NATURAL RESOURCES 8717 NORTH ROSCOMMON ROAD ROSCOMMON MI 48853 TELEPHONE (989) 275-5151		MICHIGAN DNR WEBSITE: www.michigan.gov/dnr			

2019

Permit for Fireworks Other Than Consumer or Low Impact
Michigan Department of Licensing & Regulatory Affairs
Bureau of Fire Services
P.O. Box 30700
Lansing, MI 48909
(517) 241-8847

Authority	2011 PA 298	The Department of Licensing & Regulatory Affairs will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, contact your needs known to this agency.
Compliance	Required	
Penalty	Permit will not be issued.	

This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only.

Public Display		
ISSUED TO	Night Magic Displays (Steve Truex)	AGE (18 or over)
ADDRESS	3999 Hupp Road, Bldg R-3-1, LaPorte, IN 46350	
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION	NIGHT MAGIC DISPLAYS	
ADDRESS	3999 HUPP RD, LA FORTE IN 46350	
NUMBER AND TYPES OF FIREWORKS	355 pcs 3 and 4 inch display shells 6 pcs multi shot boxes	
EXACT LOCATION OF DISPLAY OR USE		
CITY, VILLAGE, TOWNSHIP	DATE	TIME
BOND OR INSURANCE FILED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		AMOUNT \$10,000,000.00

Issued by action of the Legislative Body of a

city village township of Douglas on the 18th day of MARCH 2019.

Samuel J. Goldsmith, City Clerk
(Signature and Title of Legislative Body Representative)
 Approved by City Council on March 19, 2019

FORM IS VALID FOR YEAR SHOWN ONLY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME PHONE (A/C No. Ext): 216-658-7100 FAX (A/C No.): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED 2321 Mland Inc. dba Night Magic Displays 3999 E. Hupp Rd, Building R-3-1 La Porte IN 48350	INSURER A : Everest Indemnity Insurance Co.	10851
	INSURER B : Everest Denali Insurance Company	16044
	INSURER C : Maxum Indemnity Company	26743
	INSURER D : Liberty Mutual Insurance Co	
	INSURER E : Liberty Mutual Insurance Co	25035
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 1089359901** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDRESS (HOME / WORK)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		SB0LD1480-191	2/4/2019	2/4/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) 3 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 3
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BRCA00185-191	2/4/2019	2/4/2020	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) 3 BODILY INJURY (Per accident) 3 PROPERTY DAMAGE (Per accident) 3 3
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEF <input type="checkbox"/> RETENTION S		EXC6034145	2/4/2019	2/4/2020	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 3
D E	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WCS388714854 WCS348524913 WCS233114538	2/4/2019 2/4/2019 2/4/2019	2/4/2020 2/4/2020 2/4/2020	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Additional insured extension of coverage is provided by above referenced General Liability policy where required by written agreement. The Rotary Club of Saugatuck - Douglas, Saugatuck - Douglas Fire District, The City of The Village of Douglas, The City of Saugatuck and Lake Construction are named as additional insured with respects to the July 4, 2019 firework display in Saugatuck MI.

CERTIFICATE HOLDER 9 Rotary Club of Saugatuck - Douglas P.O. Box 211 Douglas MI 49406	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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