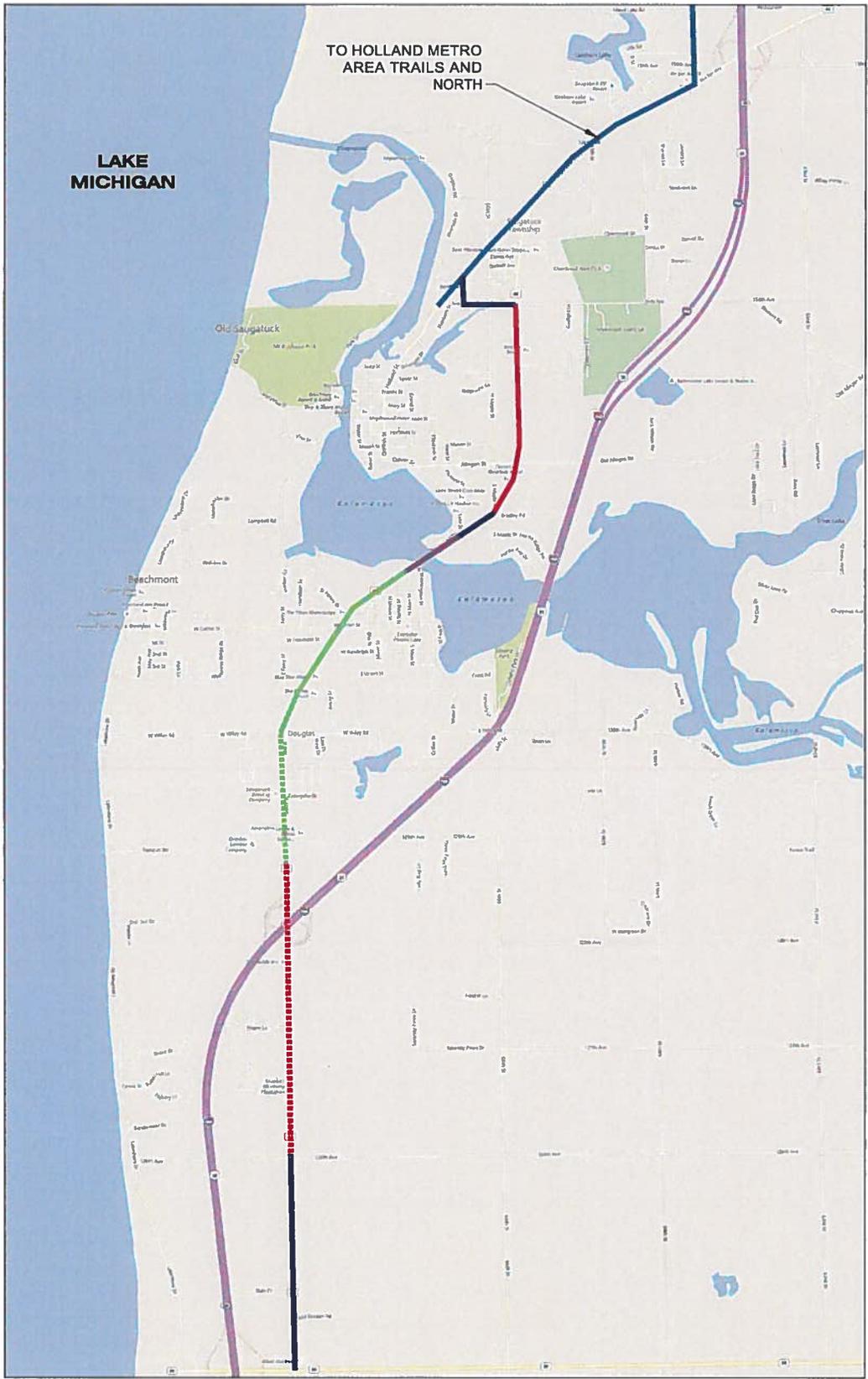




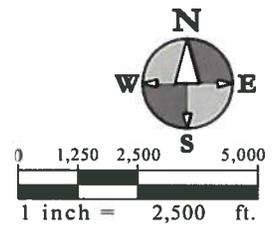
**CITY COUNCIL WORKSHOP AGENDA
THURSDAY, SEPTEMBER 8, 2016 – 4:00 P.M.**

1. **CALL TO ORDER**
2. **ATTENDANCE**
3. **PUBLIC COMMENT** (Agenda Items Limit 3 minutes)
4. **DISCUSSION ITEMS**
 - A. Jeanne Van Zoeren re: Blue Star Trail
 - B. Art Display re: draft program guidelines
 - C. Ordinance Amendment re: 92.26 open fires
 - D. Ordinance Amendment re: 70.15 tour permit
 - E. Police Services re: joint study committee
 - F. Memorial Bench Request
 - G. Harbor Management Plan re: public presentation September 13th
5. **OTHER ITEMS OF DISCUSSION**
6. **PUBLIC COMMENT** (Limit 3 minutes)
7. **COUNCIL COMMENT**
8. **ADJOURN**



- BEELINE TRAIL HOLLAND METRO AREA TRAILS (EXISTING)
- BLUE STAR TRAILWAY (2016/17)
- ⋯ BLUE STAR TRAILWAY (2017/18)
- BLUE STAR TRAILWAY - CITY OF DOUGLAS (EXISTING)
- ⋯ BLUE STAR TRAILWAY - CITY OF DOUGLAS (2016)
- BLUE STAR TRAILWAY - CITY OF DOUGLAS (2017)
- BLUE STAR TRAILWAY - BLUE STAR TRAIL (FUTURE)

**BLUE STAR TRAILWAY
CONNECTIONS TO
OVERALL REGIONAL
TRAILS**





LORNAIS 11/15 2016

Friends of the Blue Star Trail

Chronology of events leading to the construction of an off-road trailway connecting South Haven and Saugatuck along the lakeshore.

MILESTONES

- 2008** • A 16-member Visionary Task Force consisting of local/ state transportation planners and engineers, along with lakeshore area township, city and state government officials develop a conceptual plan for the creation of a 20-mile pathway from South Haven to Saugatuck. The SW Michigan Regional Planning Commission provides staff support.
- 2010** • Fund raising is officially initiated with the creation of the Blue Star Trail Case Statement.
 - The Friends of the Blue Star Trail Board of Directors is formed and incorporated as a not-for-profit, 501 (c) 3 organization.
- 2011** • Lakeshore area Townships and Cities provide resolutions of support for the initiative.
- 2012** • The first annual Lakeshore Harvest Ride is created as an ongoing fundraising event. A professional feasibility study is conducted to determine levels of interest and financial support.
- 2013** • Allegan County Community Foundation is officially recognized as the judiciary for The Friends of the Blue Star Trail.
 - Fund raising is officially initiated with the creation of the Blue Star Trail Case Statement.
- 2014** • Allegan County trustees vote to own various south sections of the trailway as they are developed.
 - Saugatuck Township signs a memorandum of understanding with the Friends.
 - A Congestion Mitigation Air Quality (CMAQ) federal grant is awarded for trailway construction.
- 2015** • A conditionally-approved MDOT Transportation Alternative Program (TAP) is awarded for trailway construction.
- 2016** • MDOT approves final plans for 2016 construction in Saugatuck Township along the west side of Blue Star Highway.

ACCOMPLISHMENTS (to date)

- Over \$420,000 has been raised among individual donor, corporations, and foundations to match dollars for government grants.
- Two federal grants have been awarded totaling over \$800,000.
- The Southwest Michigan Land Conservancy has agreed to allow the trailway through the south section of WA-Ke-Nah.
- A sophisticated data system has been established to track donors, volunteers, and cooperating organizations and businesses.
- Right of Way certification (ROW) along Blue Star Highway in Saugatuck Township has been obtained for trail construction.

Friends of the Blue Star Trail Questions and Answers

1. What is proposed?

A 19.5-mile non-motorized off road trail commencing from Baseline Road and extending north on the west side of Blue Star Highway to the existing Blue Star Highway trail in Saugatuck Township. Summer 2016 is the tentative start date for construction on the north end of the trail starting at North Street St and ending at Maple Avenue, a distance of about 1.2 miles. A CMAQ grant , administered by Saugatuck Township, is providing the funding along with community dollars raised by our all-volunteer Friends group.

2. How much will it cost?

The project is expected to cost \$6.1 million dollars excluding Phase I (Douglas), which is now under construction on the west side of Blue Star Highway.

3. Who will be the fiduciary for federal and state grants?

The fiduciary must always be a government entity such as the Allegan County Road Commission, or local township or city. Which ones we use are dependent upon the particular grant. For example, Saugatuck Township is the fiduciary for the CMAQ, while the Allegan County Road Commission is responsible for the MDOT TAP grant.

4. Where will the funding come from?

A combination of state and federal grants administered through the MDOT, CMAQ, and MDNR Trust Funds will provide 65%; area corporations, foundations, and individuals will provide the remainder. Local dollars will be used for required match money for the government grants.

5. Will there be any special programming?

Yes. Programming via a QR system in numbered posts connected to cell phones will provide information about the historic West Michigan Pike and the development of the agricultural industry with special emphasis on red haven peaches and blueberries.

6. Will an endowment fund be established?

Yes. Working in conjunction with the Allegan County Community Foundation (ACCF) two funds will be in place; a development project (in and out) fund for local matching dollars and fees, and an endowment fund for maintenance and repair of the pathway.

7. Who will own the Blue Star Trail?

The pathway will extend across several local government units along the lakeshore. Allegan County will own/operate for two townships: Casco and Ganges Townships. Douglas and Saugatuck Towns will/operate their respective areas. An informal alliance of trail owners will meet quarterly to insure uniform rules, regulations, mile markers, etc.

8. How can you become involved?

- Join us... Go to www.bluestartrail.com or www.fotbst.org
- Volunteer for committees or donate your special skills for specific events and projects
- Promote us on Facebook, your workplace, your neighborhood, town hall meetings
- Host a community information session in your neighborhood
- DONATE online or with a check made payable to the Allegan County Community Foundation

DRAFT

EXHIBIT 1 City of Saugatuck Public Art Policy

Overview:

The City of Saugatuck City Council is committed to promoting art in public places that reflects diverse social and cultural perspectives in our community to enrich the lives of the City's residents and visitors, and contribute to the vitality of the City's economic development.

Public art has the power to transform daily experience by encouraging active engagement with our sense of place. It stimulates a community by attracting visitors, new residents, and businesses. There are over 400 municipal public art programs across the U.S. and Saugatuck, like many cities throughout the world, implements the public art policy to help share and celebrate its unique identity.

Saugatuck City staff will review and make recommendations to the City Council regarding all works of art to be on loan and installed in the City on public property.

Public art is:

A. Installation Art that which is on loan only, and installed for one year or more in open and freely accessible areas designated as a public area of City property, it is the intent of this program to change the art on a two year basis.

B. Loan Policy: It is the policy of the City to encourage art in public places on loan, and to act as the conduit for the purpose of administration of a public art policy.

C. Loan Procedures - All loans shall require an agreement addressing the terms of the loan; installation, instructions for maintenance; the manner in which work may be removed; and copyright, reproduction, and resale issues.

E. Review Policy- It is the policy of the City that all proposed loans will be reviewed by City staff for compliance with this policy and to determine appropriateness of the proposed location.

1. Review Procedures- All submissions shall include a rendition of the work, a written description of the work Including dimensions and material, proposed placement, a maintenance plan, and an estimated value.
2. The City of Saugatuck Public Art review criteria shall include:

Artwork Criteria

1. Aesthetics- The selection panel shall seek artwork of the highest quality in terms of timelessness of its vision, design and integrity. Public art will strive for the highest quality to complement Saugatuck's built and natural environment.

2. Context- The staff shall, in its deliberations, give due consideration to the appropriateness of the proposed project in terms of scale, materials, content and design with respect to its immediate and general, social and physical context.
3. Public Safety- Artwork shall be evaluated to ensure that it does not present a hazard to public safety.
4. Maintenance- Due consideration shall be given to structural and surface soundness, and to inherent resistance to theft, vandalism, weathering, and excessive maintenance or repair costs.
5. Public access- The staff will consider the visibility and accessibility of artwork for people with disabilities, and ensure the artwork is accessible to everyone.
6. Diversity- The staff shall seek diversity in style, scale, media and numbers of artists represented. A wide range of expressions from metaphorical and allegorical work will be encouraged in addition to artwork which is stunning in material, form, color, pattern and context.
7. The proposed art will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation; and
8. The proposed art complements its surroundings to some extent by relating to those surroundings in terms of scale, materials, form, and content; and meets at least two of the following criteria:
 - a. Has no other function than to be appreciated for aesthetic and/or intellectual reasons;
 - b. Has no corporate logos;
 - c. Is an original piece or a limited edition;
 - d. Is emblematic of local themes or depicts the shared past of our City, region, state, or nation;
 - e. Does not include mass produced items;
 - f. Is visible from the public right of way at all hours of the day; or
 - g. Is accompanied by a public outdoor seating and/or viewing area.

Public art should avoid:

1. Sharp edges, points, projections, or pinch-points which may cut, puncture or cause injury by impact, catch passing pedestrian clothing or entrapment of limbs.
2. Overhead parts which present a hazard to pedestrian traffic. Artwork should follow minimum sign height requirements in areas where pedestrian traffic is likely.
3. Trip hazards and slippery surfaces if set into sidewalks or flooring.
4. Unsafe climbing opportunities for children/adults.
5. Obstruction of any traffic control device.
6. Cynical, pornographic, and otherwise obscene artwork that is not appropriate for public display.

A recommendation will be made by staff to the City Council.

F. Installation Policy- It is the policy of the City to allow installation of works of public art in areas in which they will provide the greatest benefit to the community.

When determining the site of installation, the following criteria will be considered:

1. public safety
2. visibility
3. lighting
4. traffic patterns
5. function of the facility/ site
6. relationship of the proposed work to pre- existing works on the site
7. future development plans for the area
8. landscape design
9. environmental assessment
10. public accessibility
11. appropriateness of the physical characteristics of the site
12. relationship to the social and cultural identity of the immediate community

b. Responsibility/Costs: The City will provide or assist with a simple concrete base; otherwise, the owner shall be responsible for transportation, installation, repair, maintenance, removal and site restoration, if necessary, and all costs associated thereby. However, the City will provide assistance with installation and removal, so long as it is under the direct supervision of the artist or the artist's representative. The owner shall be solely responsible for any and all damage to the work of art while it is on loan to the City.

c. Each artwork shall be identified by a plaque stating the artist's name, artwork title, and the date the artwork was installed. The cost and installation of the plaque shall be the responsibility of the artist or loaning party unless otherwise stipulated in the agreement.

G. Maintenance Policy—It is the policy of the City to keep works of public art in their intended condition through inspection

1. City staff will perform a cursory inspection of installed works as part of the regular and customary maintenance of the site.

2. City Staff will alert the artists of any maintenance issues.

H. Removal Policy—It is the policy of the City to maintain public art in good condition and in keeping with the historical and cultural values of the community and will require removal of the work if the values are no longer met or if it is determined that it is not properly maintained.

a. Removal Procedures:

1. An agreement regarding the manner in which the work may be removed shall accompany all loans.

3. The following criteria will be used when determining removal of a work of art:

1. if the City cannot properly care for or store the work

2. if the aesthetic or the historical/ cultural value of the work is no longer evident
3. if the work demonstrates faults in design or workmanship
4. if the condition of the artwork requires repair or restoration in excess of the value in the loan agreement or available from the City.

4. The City shall dispose of all removed works in accordance with the terms specified in the loan agreement or, if no terms are specified, by sale, trade, transfer or destruction. Ethical standards will apply.

5. Any and all monies raised from removal will become the property of the City.

This policy shall remain in effect until modified or revoked by the City Council.

DRAFT

City of Saugatuck Loan Agreement for Public Sculpture

This Agreement is made and entered into as of (Date) _____, by and between the City of Saugatuck, a Michigan municipal corporation ("City"), and _____ ("Artist").

1. PURPOSE

Artist agrees to loan to City, and City agrees to permit Artist to display, the sculpture entitled "_____" (the "Sculpture"). This is not an agreement to purchase the Sculpture.

2. EXHIBITION SITE

The exhibition site for the Sculpture will be located at _____, or such other location as to which City and Artist shall agree in writing (the "Site").

3. TERM

The loan effective date is _____, and shall terminate on _____ (the "Termination Date"). Artist shall remove the Sculpture from the Site within thirty (30) days of the Termination Date. City, at its sole discretion, can terminate the loan and require Artist to remove the Sculpture from the Site prior to the Termination Date upon thirty (30) days prior written notice (the "Notice of Early Termination").

4. BASE

The Sculpture shall be installed on a base that is located at the Site (the "Base"). The Base will be constructed by City. By installing the Sculpture on the Base, Artist represents and warrants to City that the Base is suitable for display of the Sculpture. City shall at all times, and without prior notice to Artist, have the right to control access to the Site and the Base, and to modify and relocate the Base and any Sculpture thereon within the Site.

5. IDENTIFICATION PLAQUE

Artist shall design and install an identification plaque at the Site to identify the Artist's name, and the title and date of creation of the Sculpture (the "Plaque").

6. INSTALLATION AND REMOVAL

Artist shall be responsible for transportation and delivery of the Sculpture to the Site, and for installation of the Sculpture on the Base.

Artist shall be responsible for removal of the Sculpture from the Site, and for transportation of the Sculpture away from the Site.

All costs and expenses of transportation, delivery, installation and removal of the Sculpture shall be borne by Artist.

City may assist Artist with installation and removal of the Sculpture by providing a minimal workforce and equipment as agreed by City and Artist. City shall not seek reimbursement from Artist for any costs

and expenses incurred by City should it decide to assist Artist with installation and removal of the Sculpture.

In all cases, Artist shall obtain City's approval of the date and time of installation and removal of the Sculpture. City shall have the right, but not the obligation, to supervise and/or assist in the installation and removal of the Sculpture.

7. MAINTENANCE

Artist shall maintain the Sculpture at Artist's cost and expense. City shall not provide reimbursement to Artist for maintenance costs.

City shall maintain the Site, the Base and the Plaque at City's cost and expense. City shall not seek reimbursement for City's maintenance costs from Artist.

In the event of defacing of, or damage to, or extraordinary wear and tear of, the Sculpture, whether by vandalism, natural disaster, exposure to the elements, or otherwise, Artist shall within four (4) weeks of written notice from City make, or cause to be made, the necessary repairs to the Sculpture. If that time is not reasonable, Artist shall make the repairs within a reasonable time as agreed to by City and Artist. If the nature of the damage renders the Sculpture hazardous to the public, then the Sculpture must be restored to a safe condition as determined by City in its sole discretion within two (2) weeks. In the alternative, the Sculpture shall be removed from exhibition by City or Artist at the expense of Artist.

8. LIMITED GRANT OF LICENSE

Artist hereby grants to City and others it authorizes a non-exclusive, irrevocable, perpetual, worldwide, fully-paid license to make, reproduce, distribute, and publicly display and perform images of the Sculpture in any medium, now known or hereafter invented, for the "Permitted Uses." The "Permitted Uses" shall be any non-commercial or non-profit uses in City's promotional and descriptive materials of or authorized by City regarding City, City's Public Art Program and/or any other event, group, entity or activity authorized or associated with City, including, without limitation, catalogues, posters, web sites, brochures, books, slides, photographs, drawing, videos, films, advertisements, articles, and the like.

9. REMOVAL BY CITY

If Artist does not remove the Sculpture within the earlier of (30) days of the Termination Date or a Notice of Early Termination, the Sculpture may be removed by City. If City removes the Sculpture, City may dispose of the Sculpture as it sees fit, including by sale or destruction of the Sculpture.

10. RISK OF LOSS AND INSURANCE

Artist shall be responsible for the Sculpture at all times, including during transportation, delivery, installation, display and removal, and will bear the risk of loss or damage to the Sculpture. City will not be liable for any accident, theft, vandalism or damage to the Sculpture from any cause.

If Artist desires, Artist may provide property insurance on the Sculpture at Artist's cost and expense. City will not provide reimbursement to Artist for this insurance.

11. HOLD HARMLESS AND INDEMNITY PROVISION

Artist shall hold harmless, indemnify and defend City, its officers, agents, employees and volunteers from all damages, costs or expenses in law or equity that may at any time arise or be asserted because of injury to property or bodily or personal injury (including death) occasioned by any willful or negligent act or omissions of Artist or any of Artist's officers, agents, employees and volunteers.

12. RESERVATION OF RIGHTS

Notwithstanding any other provision of this Agreement, if City is unable or unwilling to make, or to continue to make, the Site available, or to construct the Base (due to budgetary constraints, City Council action, inadequate available staffing, natural disaster or for any other reason, or no reason), Artist shall have no right to bring action or make any claim against City as a result of such action or inaction.

13. NOTICE

Unless otherwise provided herein, all notices required hereunder shall be given by United States registered or certified mail, or other form of mail which offers proof of mailing, postage prepaid and addressed to the party at the address below:

If to City:
City of Saugatuck
City Manager
102 Butler Street, PO Box 86
Saugatuck MI 49453

If to Artist:

14. WAIVER OF ARTIST'S RIGHT

Artist hereby waives any moral or statutory rights Artist may have to prevent anything specifically authorized by this Agreement or to demand anything not required by this Agreement and shall confirm such waivers from time to time upon request by City and others it authorizes.

15. APPLICABLE LAWS AND ATTORNEY'S FEES

This Agreement shall be interpreted and enforced pursuant to Michigan law. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Allegan County, Michigan. Should any legal action be brought by a party for breach of this Agreement, or to enforce any provision of this Agreement, the prevailing party shall be entitled reasonable attorney's fees, court costs, and other such costs as may be affixed by the court.

16. COUNTERPARTS; ENTIRETY; AMENDMENT

This Agreement may be executed in one or more counterparts which shall together constitute one Agreement. This Agreement constitutes the entire Agreement of parties and supercedes any prior written or verbal communication between the parties. This Agreement may only be amended by written Agreement signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written above.
CITY OF SAUGATUCK:

City Manager

ARTIST:

Artist

Print Name

92.26 ~~OPEN-FIRES.~~

(A) The Fire Chief shall have charge of the prevention and suppression of grass fires and other fires, ~~other than those for domestic purposes,~~ within the city.

(B) It shall be the duty of the Fire Chief to investigate the origin of fires which are illegal by the terms of this chapter, and actively endeavor to secure the conviction of all persons violating this chapter.

(C) the open burning of trees, logs, brush and stumps is prohibited.

(D) Burning of Household Trash. Public Act 102 of 2012 prohibits trash burning of household waste from a family dwelling with the exception of untreated paper. Trash that contains plastic, rubber, foam, chemically treated wood, textiles, electronics, chemicals, cardboard, or hazardous materials must not be burned as emissions release chemicals which pose a danger to human health and the environment.

~~(E) It shall be unlawful when the ground is not covered with snow to start or have an open fire except for domestic purposes or to protect persons or property in case of fire recreational fires as permitted in the International Fire Code as adopted in section 150.01 for this code of ordinances. , without permission in writing to do so from the Fire Chief or his or her authorized representative. DOMESTIC PURPOSES shall be defined as the disposal of refuse from household activities upon an occupant's own premises, refuse not to include garbage, so long as the disposal does not create a nuisance or fire hazard, is done in enclosed containers and in the presence of a responsible party.~~

~~(F) Permission to set fire to any woodlands, grasslands, brush, slash, structures or buildings or any purpose whatsoever shall be given only, when in the opinion of the Fire Chief, or his or her authorized representative, it is safe to do so. Forms will be furnished by the Fire Chief on which such permission may be given. Permission may also be verbal; provided, that when the permission is given, a qualified person with knowledge of fire control will constantly be in charge of the fires so as to prevent the spreading thereof.~~

~~(G) This chapter shall not apply to burning by persons in authorized areas in public parks for camping and similar purposes, as long as fire is in an approved container.~~

~~(H) In granting permission to start or have an open fire, the Fire Chief or his or her authorized representative shall be guided by the Burning Index and Wind Velocity Charts, as follows:~~

<i>Burning Index</i>	
Burning index as calculated by the Lake States Burning Index Meter. This takes into consideration the following factors: days since rain, condition of vegetation, relative humidity and wind velocity.	
Safe: 0 to 1	Fires will not spread beyond the head of a campfire or burning brush pile.
Very Low: 2 to 3	Fires will start from an open flame but spread slowly and tend to go out.

Low: 4 to 6	Fires will start from a lighted match and spread rapidly in dry grass and leaves until extinguished.
Moderate: 7 to 12	Fires start readily from a lighted match, burn briskly and tend to spread rapidly as they increase in size.
High: 13 to 24	Fires start readily from a match or glowing cinders, spread rapidly and tend to crown generally in young conifers.
Very High: 25 to 49	Fires will start from a glowing cigarette or sparks spread rapidly and tend to crown generally.
Extreme: 50 and up	Explosive conditions; fires start readily from sparks, burn fiercely, crown and spot generally.

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Wind Velocity	
Calm: 0 to 1 mph	Smoke rises vertically, no movement of leaves or branches. No effect on fires.
Very light: 1 to 3 mph	Direction of wind indicated by smoke drift, wind vane barely moves, aspen leaves in motion, tall grass sways gently. Little effect on fires.
Light: 4 to 7 mph	Wind felt on the face, leaves generally in motion, slender branches in the open sway gently, wind vane moves and small flags flutter. Fires in the open spread with the wind.
Gentle: 8 to 12 mph	Slender trees in the open and tree tops in dense stands sway, wind extends small flag. Fires in the open tend to run.
Moderate: 13 to 18 mph	Trees sway, branches toss and dust is raised in the road. Fires spread rapidly and tend to become longer than wide.
Fresh: 19 to 24 mph	Inconvenience felt in walking against the wind, crested wavelets form on inland lakes. Fires tend to run in the crowns of small conifers.
Strong: 25 to 31 mph	Whistling heard in telephone wires, small branches broken from trees. Fires tend to crown and spot.
Very Strong: 32 to 38 mph	Whole trees sway, difficulty experienced in walking against the wind.
Gale: 39 mph and up	Large branches broken from trees, shingles blown from roofs. Fires generally out of control.

(IG) Fire or burning permits.

(1) Determination of where or when not to issue burning permits shall be the responsibility of the department Fire Department issuing permits except when a situation is such that state or local conservation officials declare a hazardous condition exists.

(2) The burning index, as transmitted by the Fire Department, shall be considered a guide for the issuance of burning permits. Consideration shall be given to the time of day and other considerations which are a factor in determining whether safe conditions for burning exist.

(H) Recreational fires are permitted only in accordance with the following provisions:

1. The recreational wood burning unit, portable outdoor fireplace or recreational fire burn ring shall not be used to burn refuse.
2. The recreational wood burning unit, portable outdoor fireplace or recreational fire burn ring shall burn only clean firewood.
3. A recreational fire burn ring shall not exceed 3 feet in diameter and 2 feet in height
4. A recreational fire burn ring shall be located at least 25 feet from any and all structures. Conditions which could cause a fire to spread within 25 feet of a structure shall be eliminated prior to ignition.
5. A recreational wood burning unit or a portable outdoor fireplace shall be used in accordance with the manufacturer's instructions and shall not be operated within 15 feet of a structure or combustible material.
6. No person shall start or maintain any fire, including but not limited to a recreational wood burning unit, portable outdoor fireplace, or recreational fire burn ring which creates smoke or other combustion related nuisance to cause respiratory or skin irritation to neighbors. If a nuisance is determined to exist based on the facts and circumstances then prevailing, the Fire Chief or his or her designee will require the immediate extinguishment of the fire.
7. A recreational wood burning unit, portable outdoor fireplace or recreational fire burn ring shall be constantly attended until the fire is extinguished. A minimum of one portable fire extinguisher complying with a minimum 4-A rating or other approved on-site fire-extinguishing equipment, such as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization.

§ 70.15 COMMERCIAL TOUR VEHICLE PERMIT.

(A) The City Council finds that sightseeing and similar commercial vehicle tour operations enhance the vibrancy of the city and are a source of economic development. The City Council further recognizes that such operations may, if not reasonably regulated, interfere with the use of the city's limited public spaces and rights-of-way. The intent of this section is to regulate such vehicles and operations in a reasonable manner to limit their adverse impacts on the city's infrastructure and on the general public.

(B) Consistent with the terms of this section, the City Council may issue up to three commercial touring vehicle permits entitling a permittee to operate a commercial touring vehicle on city streets and other public places.

(C) No person or entity may operate a commercial touring vehicle on the city's streets or other public places without first obtaining a permit as provided for in this section. For purposes of this section, a **COMMERCIAL TOURING VEHICLE** means any vehicle operated for conducting sightseeing or similar tours for the general public and which have seating capacity in excess of eight passengers.

(D) Permits for the operation of a commercial touring vehicle may be issued by the City Council in accordance with the following provisions:

(1) Application. Application for a permit shall be made to the City Clerk on forms supplied by the City. The application shall contain the following information:

(a) Name and address of applicant. If applicant is an individual, his/her name and address; if applicant is a corporation or other type of entity, its name, address of principal place of business, name and address of registered agent (if any), state of formation, evidence of its qualification to do business in the state, and evidence of the entity's good standing.

(b) Proposed location of place(s) of business in the city.

(c) Identification of the year, model, make, unit number, serial number, and passenger (excluding driver) seating capacity of each vehicle that will be utilized.

(d) Relative to each driver who will be operating a commercial touring vehicle pursuant to the permit, evidence of current ~~drivers~~driver's license issued by the state and the class and type of vehicle authorized to be operated.

(e) Evidence that the applicant owns or leases the vehicle(s).

(f) Evidence of insurance coverage consistent with the terms of this section.

(g) Any trade name under which applicant proposes to operate.

(h) Applicant's previous experience in transportation of passengers including any government which has authorized applicant to operate motor vehicles for hire, whether such authority has ever been suspended or revoked, whether a request for issuance of such authority has ever been denied, and the reason for such suspension, revocation, or denial.

(i) Any other information requested by the City Manager or City Council.

(2) Application fee. Each application shall be accompanied by payment of a non-refundable fee in such amount as established by resolution of the City Council to defray the expense of administering, processing, and regulating the permit.

(3) Process. Following receipt of a completed application and the fee provided for in this section, the application shall be submitted to the City Council for review and action. In making its determination, the City Council shall consider compliance with the provisions of this section.

~~(E)~~ No permit issued hereunder may be transferred, sold, or assigned without approval of the City Council pursuant to the same procedure as a new permit application.

~~(F)~~ Any permit issued hereunder may be suspended or revoked by the City Council, following notice and a hearing before the City Council, if the City Council finds that any permit holder has violated any provision of this section or the City Code, has otherwise engaged in or allowed conduct not in the public interest, has violated any other law, has failed to maintain the insurance required by this section, or has failed to provide the service represented in his/her/its application. “Conduct not in the public interest” shall be deemed to include, but not be limited to, comments directed towards or treatment of any member of the public which are, or reasonably appear to be, motivated by a discriminatory animus based on the person’s perceived race, color, religion, disability, sex, age, national origin, ancestry, marital status or sexual orientation.

~~(G)~~ The permit holder shall obtain and maintain for the duration of the permit commercial liability insurance coverage at all times when the commercial touring vehicle is operated, naming the city and its officers and employees as additional insured parties. The insurance shall be written on an occurrence policy basis in a form satisfactory to the city. The permit holder shall provide the city, prior to the issuance of the permit, and from time to time thereafter at the request of the city, proof acceptable to the City Manager of the existence of such coverage and compliance with the terms of this paragraph. Such insurance shall have limits of not less than \$1,000,000 per each accident, property damage, or personal injury/death. The insurance must contain comprehensive coverage to insure against any and all claims arising out of or attributable to the presence or encroachment of the commercial touring vehicle in, upon, or over the public rights-of-way, Coughlin Park curb cut-out, or other city public property, regardless of whether the permit holder or any of its officers, employees, or agents are negligent in any manner, and also contractual liability coverage to insure that the indemnity obligations of the permit holder to the city pursuant to the permit are met. The certificate of insurance must contain an unqualified guarantee that the city will be provided with 30 days prior written notice of cancellation, termination, non-renewal, or a material change in coverage of the insurance policy provided. Nothing herein shall waive the permit holder’s obligation to otherwise comply with state insurance requirements, if any.

~~(H)~~ General requirements.

(1) Operation locations. Commercial touring vehicles may only be operated, staged, or displayed from the principal place of business as identified in the permit and at the Coughlin Park curb cut located at Culver Street. With respect to the Coughlin Park curb cut, permit holders shall mutually agree to schedules applicable to their respective use of the curb cut. Commercial touring vehicles may, however, occupy any otherwise lawful parking space while on tour, if necessary, for the conduct of the tour.

(2) Scope. During its regular business hours the permit holder may, pursuant to the permit and this section, pick up and drop off customers and stage the commercial touring vehicle for tours, all in compliance with the laws, ordinances, and rules of the city and the state, and subject to the general use of these rights-of-way and property by the general public. The city makes no representations or warranties as to the condition of the public rights-of-way or other public places, the suitability of these public places for the permit holder's use, or any physical or other condition. The city will have no liability or responsibility for additional upkeep, maintenance, scheduling, or any other duty with respect to the permit holder or its property as a result of the permit. The permit holder may not install or utilize any signage on or in the public places except with the written consent of the city; provided, however, any permit holder's sign previously located at the Coughlin Park curb cut-out as of the effective date of this section is expressly permitted without further action of the city for the duration of that permit.

(3) Authorized operation. No permit issued pursuant to this section shall be utilized by any person other than the owner of such vehicle or his/her duly licensed authorized agent.

(4) Public liability and indemnity. The permit holder will hold the city and its officers, employees, and agents harmless from, and defend and indemnify them against, any and all claims or lawsuits seeking recovery for damage or injury, including death, and against any other legal proceedings instituted against any of them, directly or indirectly, arising from the design, construction, or physical existence of the commercial touring vehicle or the operations of the permit holder on, within and over any public right of way or other city public property.

(5) Passengers limited. No vehicle operating pursuant to this section shall be operated with more passengers than the stated seating capacity of the vehicle.

(6) Compliance with traffic laws. All vehicles licensed pursuant to this section shall comply with and be subject to the traffic laws, rules and regulations of the city and the state. In this regard, said vehicles shall be operated with due respect for the safety, comfort, and convenience of passengers and for the safe and careful transportation of property of passengers and the safety of the general public, and all reasonable efforts shall be made to promote such safety at all times and under all conditions. In addition, commercial touring operators shall operate their vehicles in a manner which maintains a speed consistent with the normal flow of traffic upon the streets of the city so as not to restrict such traffic flow; provided, further, that commercial touring operators shall have no authority to stop, block, direct, or otherwise inhibit the flow of traffic when entering or departing a public street or highway.

(7) Loading or unloading passengers. No driver of any vehicle for hire shall stop to load or unload any passenger while situated in an intersection or crosswalk or in such manner as to interfere with the orderly flow of traffic. Operators of such vehicles shall not receive or discharge passengers in the street but shall pull up to the sidewalk or, in the absence of a sidewalk, to the extreme right side of the street, except on one-way streets, and there receive or discharge passengers. Double-parking for the purpose of loading, or unloading passengers is prohibited.

(8) Representative to Public. In accepting and utilizing a permit as provided for in this section, the permittee acknowledges and agrees that, while not an employee or officer of the city, the permittee will be perceived as a representative of the city and its businesses and is expected to act in a manner evidencing the highest level of courtesy and professionalism recognizing that the permittee's undertakings will influence public perceptions of the city and its businesses.



Y.E

Memo

To: Saugatuck City Council
From: Kirk Harrier—City Manager
Date: September 7, 2016
Re: Police Services Joint Study Committee

Attached to this memo is a resolution that was approved by the Douglas City Council at their Tuesday, September 6, regular meeting. Douglas officials identified the scope of this project in a broader context. Any recommendation to form a police authority and fund it with a new millage vote will need to address specific questions of how to integrate police, fire and EMS.

If the Saugatuck City Council is in agreement with this approach, then staff is recommending adopting the same resolution language.

COPY

CITY OF THE VILLAGE OF DOUGLAS
COUNTY OF ALLEGAN
STATE OF MICHIGAN

RESOLUTION NO. 33-2016

RESOLUTION TO CREATE A JOINT STUDY COMMITTEE WITH
THE CITY OF SAUGATUCK AND SAUGATUCK TOWNSHIP TO MAKE
RECOMMENDATIONS FOR THE POLICE SERVICES WITHIN THE THREE
MUNICIPALITIES

At a regular meeting of the City Council for the City of the Village of Douglas, Michigan, held at the City of the Village of Douglas City Hall, Douglas, Michigan, on the 6th day of September, 2016, at 7:00 p.m.

PRESENT:

ABSENT:

The following Resolution was offered by Councilperson _____ and supported by Councilperson _____.

RESOLUTION

WHEREAS, the Cities of Douglas and Saugatuck currently operate a Police Department through an Interlocal Agreement that Established a Police Commission and sets out the funding, organization and operational requirements and responsibilities for the Department, and

WHEREAS, the Police Commission has recommended to both cities that operational and funding alternatives should be explored to take into account the changing needs of the community, services being provided outside municipal boundaries and options to provide stable and equitable funding for the future, and

WHEREAS, staffing reductions at the County and State levels have resulted in reduced coverage and the reliance on the 'Saugatuck/Douglas Police Department to respond to numerous calls every month in Saugatuck Township at the expense of the taxpayers of Saugatuck and Douglas and with no reimbursement arrangements, and

WHEREAS , the Saugatuck Township Fire Department relies on the Saugatuck/Douglas Police Department to provide security and support for their operations in Saugatuck Township because Sheriff Department or State Police support is often not available or not timely,

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. A joint Study Committee will be formed by the City of the Village of Douglas, the City of Saugatuck and Saugatuck Township with the following representation: two (2) representatives appointed by each municipality with one (1) an elected representative, (to be appointed from the Police Commission for Saugatuck and Douglas), and one (1) non-elected representative; the Allegan County Commissioner representing District 1, the appointed Managers from Douglas, Saugatuck and Saugatuck Township, the Police Chief, the Saugatuck Township Fire Chief, and the Allegan County Sheriff or his designee.
2. The Study Committee will organize and elect a chairperson and vice chairperson, and conduct meetings in compliance with the open meetings act.
3. The Study Committee will be tasked with making written recommendations to the three municipalities regarding:
 - a. Options and recommendations for future funding.
 - b. Recommendations to retain or modify the current organizational structure (Interlocal Agreement or an Authority).

- c. In the event the Study Committee recommends an Authority structure as the preferred funding and organizational model, their recommendations shall also address the optimization of all Emergency Services (Police, Fire and EMS) in terms of the physical location of facilities, governance and staffing.
- 4. The work of the Study Committee will be completed and their written recommendations delivered to the three municipalities no later than June 30, 2017.
- 5. The Cities of Saugatuck and Douglas have allocated funds to assist the Study Committee with expenses such as record keeping, legal review and consultants or facilitators.
- 6. That any prior Resolutions in conflict with this Resolution are here by rescinded.

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

ADOPTED this 6th day of September, 2016.

CITY OF THE VILLAGE OF DOUGLAS

BY: _____
James I. Wiley, Mayor

BY: _____
Jean E. Neve, City Clerk



PUBLIC NOTICE

HARBOR MANAGEMENT PLAN PRESENTATION

On April 27, 2015 the City of Saugatuck entered into a professional services agreement with Edgewater Resources to develop a Harbor Management Plan. The purpose of the Plan is to review all available alternatives to manage sedimentation in Kalamazoo Lake, evaluate the alternatives from both a feasibility and permitting standpoint, and identify the most cost effective solution to addressing long-term harbor maintenance.

The Saugatuck City Council adopted the Harbor Management Plan dated August 9, 2016 at the regular City Council meeting that was held on August 22, 2016.

Edgewater Resources will make a public presentation and answer questions regarding the adopted Harbor Management Plan on **Tuesday, September 13, 2016 at 7PM.** The presentation will be held at the Saugatuck High School in the Media Room. The address is **401 Elizabeth Street, Saugatuck MI, 49453.**

A Copy of the full plan can be viewed on the City of Saugatuck's web site: <http://www.saugatuckcity.com/harbor-plan-2016.pdf>

POSTED: 08-26-2016