CITY COUNCIL WORKSHOP AGENDA
February 21, 2024 – 4:00 pm
This is an in-person meeting at Saugatuck City Hall, 102 Butler St, Saugatuck, MI 49453.
The meeting will also be available live, virtually on Zoom.

1. **Call to Order**
2. **Roll Call**
3. **Agenda Changes** *(Additions/Deletions)*
4. **Guest Speaker**
5. **Public Comment on Agenda Items Only** *(Limit 3 minutes)*
6. **Discussion Items:**
   - **A.** Ordinance 240229-A- Zoning Ordinance Amendment - STRs and ADUs
   - **B.** Ordinance 240229-B- Police Powers Licensing Ordinance- STRs
   - **C.** Ordinance 240229-C- Amendment to Noise Ordinance
   - **D.** Short-Term Rental Police Power Moratorium- R-1 Residential Zoning District
   - **E.** Intergovernmental Agreement- Minor Revisions to Blue Star Trail Phase 2
   - **F.** Revocable License Agreement – GROW Estate, LLC
   - **G.** Revocable License Agreement- GROW Estate, LLC
   - **H.** Revocable License Agreement- Scooter's Café & Pizzeria
   - **I.** Revocable License Agreement- Boardwalk Café
   - **J.** Request for Proposal- Oval Beach Concession Stand
   - **K.** Equipment Purchase- Asphalt Hot Box
   - **L.** Social District Permit – Grow Estate, LLC
   - **M.** Right of Way Sign Permit – SCA Events
   - **N.** Right of Way Sign Permit – SCA Interurban Parking
   - **O.** Board of Review Appointment
7. **Public Comments** *(Limit 3 minutes)*
8. **Correspondence**
   - **A.** Board Vacancy Notice
9. **Council Comments**
10. **Adjourn**

NOTICE:
Join online by visiting:
https://us02web.zoom.us/j/2698572603

Join by phone by dialing:
(312) 626-6799 -or-
(646) 518-9805

Then enter "Meeting ID":
2698572603

Please send questions or comments regarding meeting agenda items prior to meeting to:
rcummins@saugatuckcity.com

Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact Saugatuck City Clerk at 269-857-2603 or JWolters@saugatuckcity.com for further information.

City Council Agenda Item Report

FROM: Ryan Cummins, Director of Planning and Zoning

MEETING DATE: February 29, 2024

SUBJECT: Zoning Ordinance Amendment – STRs and ADUs

DESCRIPTION:

The City's STR Task Force met for several months and finalized its report at the end of September. The Task Force recommendations were presented to the Planning Commission on October 19 and the City Council on November 8. On November 16 and December 21, the Planning Commission reviewed and discussed the STR Task Force recommendations. The Planning Commission found consensus on several of the Task Force recommendations. For items for which there was a consensus and for others staff identified as needing further clarity, a draft police-powers ordinance, zoning amendments, and noise ordinance amendments were drafted.

The Planning Commission reviewed the draft zoning amendments at its January 18 meeting and held a public hearing on February 15. The Planning Commission voted 7-0 to recommend the attached zoning amendments.

The following highlights some of the changes in the proposed text amendment:

- Three-year certificate requirements are removed as STRs will now be required to obtain an annual license under a separate police-powers ordinance.
- Updated accessory dwelling units (ADU) to clarify who may occupy an ADU and when an accessory dwelling unit can be rented.
    - Note: The current requirements that both an ADU and single-family dwelling be rented under a single contract, or the owner occupy the home and receive special land use approval to rent the ADU separately remain unchanged. Not renting the ADU and single-family home separately also remains unchanged.
- Made language consistent in how an accessory dwelling unit size should be measured.

- Made clear that both an ADU and single-family dwelling, even if rented under a single contract, will still each be required to have their own STR license and inspection if rented 31 days or less.
- Clarified where certain dwellings and apartments can be located in the City Center, Water Street North, Water Street East, and Water Street South zoning districts. Also clarified which may be used for STRs.
    - Note: Some single-family dwellings and first floor apartments exist in these districts, and they do not have frontage on the street. Many are ineligible to be used as STRs as they are not wholly located on the second or third floor. The language changes would still maintain the original intent to ensure that restaurants, retail, etc., were on first floors fronting active "main street" environments.
- Changed the definition of Flood Hazard Area to address a typo.
- Removed definition of rental occupancy certificate.

LEGAL REVIEW:

The City Attorney prepared the draft zoning ordinance amendment. The City Attorney will be at your meeting to answer any questions you may have.

SAMPLE MOTIONS:

Motion to adopt Ordinance No.240229-A to amend the City of Saugatuck's Zoning Ordinance to update provisions governing short-term rentals and to clarify specific provisions pertaining to accessory dwelling units and the rental of the same.

CITY OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN

ZONING ORDINANCE AMENDMENT

ORDINANCE NO.240229-A

At a meeting of the City Council of the City of Saugatuck, Allegan County, Michigan, held at the City of Saugatuck Hall on _____, 2024 at _____ p.m., City Council Member _____moved to adopt the following ordinance, which motion was seconded by City Council Member _____.

> *An ordinance to amend the City of Saugatuck's Zoning Ordinance to update provisions governing short-term rentals and to clarify specific provisions pertaining to accessory dwelling units and the rental of the same.*

CITY OF SAUGATUCK, ALLEGAN COUNTY, ORDAINS:

SECTION 1. AMENDMENT TO ZONING ORDINANCE, SECTION 154.022(V): The City of Saugatuck Zoning Ordinance, Section 154.022(V) is amended to remove certain provisions that will now be encompassed in the City of Saugatuck's Short-Term Rental Ordinance. Section 154.022(V) will now read as follows:

(V) *Short-term rentals*. Short-term rentals shall require a license pursuant to the City of Saugatuck's Short-Term Rental Ordinance, Chapter 99.5 of the City Code, and shall comply with the following requirements:

(1) Short-term rentals shall only be permitted in dwelling units that satisfy all the applicable requirements of this chapter.

(2) Signs shall be subject to the applicable provisions of § 154.141 of this Chapter.

SECTION 2. AMENDMENT TO ZONING ORDINANCE, SECTION 154.022(W): The City of Saugatuck Zoning Ordinance is amended to clarify certain provisions in Section 154.022(W), which shall now read as follows:

(W) *Accessory dwelling unit.* An accessory dwelling unit, as defined in § 154.005 of this chapter shall meet the following criteria:

(1) An accessory dwelling unit shall be permitted on a lot where the principal use is an existing single-family detached dwelling.

(2) Occupancy of an accessory dwelling unit permitted by right shall be limited to the following:

a. Owners/occupants of the single-family detached dwelling on the same property.

b. Non-renting invited guests of the owners/occupants of the single-family detached dwelling on the same property, such as family or friends.

c. Renters of the single-family detached dwelling on the same property if both the single-family detached dwelling and accessory dwelling unit are rented under a single contract. Renting both the single-family detached dwelling and the accessory dwelling unit under a single contract does not require a special land use approval. If an accessory dwelling unit is rented in conjunction with a single-family detached dwelling for less than 31 days, each dwelling unit must obtain a short-term rental license pursuant to the City of Saugatuck's Short-Term Rental Ordinance, Chapter 99.5 of the City Code, and shall otherwise adhere to all of this chapter's requirements concerning short-term rentals.

(3) An accessory dwelling unit shall have a minimum of 375 square feet of gross finished floor area and shall not exceed the lesser of 30% of the gross finished floor area contained within the single-family detached dwelling or 600 square feet of gross finished floor area; except, in the CRC zone district when the parcel on which the accessory dwelling unit is located is two or more acres in area, the floor area of an accessory dwelling unit shall not exceed the lesser of 30% of the gross floor area of the principal residence or 1,500 square feet. For purposes of this section, the floor area of an accessory dwelling unit is the total gross finished floor area intended for living, sleeping, bathing, eating and cooking. In the case of an accessory dwelling unit attached to or incorporated with a detached accessory building intended for other purposes, such as accessory studio, shop, or storage space, there shall be no internal access and connection to the additional floor area intended for the other purpose if the result of the connection would exceed the maximum gross finished floor area required for the accessory dwelling unit.

(4) An accessory dwelling, which is not located within the single-family detached dwelling, shall not be located between the front door of the single-family detached dwelling and the public right-of-way, unless located above an existing detached accessory structure.

(5) An accessory dwelling shall be subject to all setback and lot coverage requirements applicable to a single-family detached dwelling in the district in which it is located.

(6) No more than one accessory dwelling unit is permitted on any lot.

(7) Accessory dwellings shall not be permitted to have independent electric, gas, or water meters from the single-family detached dwelling.

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(8) An accessory dwelling unit attached to a single-family detached dwelling shall have a separate entrance from the exterior of the single-family detached dwelling.

(9) A lot with an accessory dwelling unit shall provide one additional parking space on a fully improved surface of concrete, asphalt, or brick, gravel, stone, or other surface approved by the city.

(10) The rental of an accessory dwelling unit independently from the single-family detached dwelling on the same parcel shall be prohibited without receiving special land use approval from the Planning Commission as authorized in § 154.092(J).

SECTION 3. AMENDMENT TO ZONING ORDINANCE, SECTION 154.092(J): The City of Saugatuck Zoning Ordinance, Section 154.092(J) is amended to read as follows:

(J) *Rental of an accessory dwelling unit*. Unless otherwise specified below, a rental accessory dwelling unit shall conform to all regulations in § 154.022(W) and the following:

(1) A rented accessory dwelling unit shall only be permitted on a parcel that contains a single-family detached dwelling that is occupied and used by the owner as his or her primary, year-round residence. Under no circumstances may a single-family detached dwelling and an accessory dwelling unit on the same parcel be rented to separate parties or under separate contracts.

(2) Accessory dwelling units rented for less than 31 days shall require a short-term rental license pursuant to the City of Saugatuck's Short-Term Rental Ordinance, Chapter 99.5 of the City Code, and shall otherwise adhere to all of this chapter's requirements concerning short-term rentals.

SECTION 4. AMENDMENT TO ZONING ORDINANCE, SECTION 154.024(B): The City of Saugatuck Zoning Ordinance, Section 154.024(B), Permitted Uses, shall be amended to read as follows:

(B) Permitted uses:

(1) Essential public services;
(2) Retail stores;
(3) Personal service establishments;
(4) Art galleries;
(5) First-floor and upper-floor apartments, except that first-floor apartments shall not front public streets. First-floor apartments may front public or private alleys, private streets, private driveways, side yards, and rear yards;
(6) Home occupations;

(7) Short-term rental of allowable apartments; and,

(8) Business, professional offices on first or upper floors, except that first-floor offices shall not front public streets. First-floor offices may front public or private alleys, private streets, private driveways, side yards, and rear yards.

SECTION 5. AMENDMENT TO ZONING ORDINANCE, SECTION 154.039(B): The City of Saugatuck Zoning Ordinance, Section 154.039(B), Permitted Uses, shall be amended to read as follows:

(B) Permitted uses:

(1) Essential public services;
(2) Retail stores;
(3) Domestic business repairs;
(4) Personal service establishment;
(5) Art gallery;
(6) Dwelling, single-family detached;
(7) First-floor and upper-floor apartments, except that first-floor apartments shall not front public streets. First-floor apartments may front public or private alleys, private streets, private driveways, side yards, and rear yards;
(8) Short-term rental of allowable dwelling units or apartments; and,
(9) Home occupations.

SECTION 6. AMENDMENT TO ZONING ORDINANCE, SECTION 154.040(B): The City of Saugatuck Zoning Ordinance, Section 154.040(B), Permitted Uses, shall be amended to read as follows:

(B) Permitted uses:

(1) Dwelling, single-family detached;
(2) Dwelling unit, two-family;
(3) Essential public services;
(4) Retail stores;
(5) Personal service establishments;
(6) Art gallery;
(7) Marinas/commercial boats;
(8) First-floor and upper-floor apartments, except that first-floor apartments shall not front public streets. First-floor apartments may front public or private alleys, private streets, private driveways, side yards, and rear yards;
(9) Charter fishing/tours;
(10) Home occupations; and
(11) Short-term rental of allowable dwelling units or apartments.

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SECTION 7. AMENDMENT TO ZONING ORDINANCE, SECTION 154.041(B): The City of Saugatuck Zoning Ordinance, Section 154.041(B), Permitted Uses, shall be amended to read as follows:

(B) Permitted uses:

(1) Essential public services;
(2) Retail stores;
(3) Bed and breakfasts;
(4) Personal service establishments;
(5) Art gallery;
(6) Parks;
(7) Dwelling, single-family detached;
(8) First-floor and upper-floor apartments, except that first-floor apartments shall not front public streets. First-floor apartments may front public or private alleys, private streets, private driveways, side yards, and rear yards;
(9) Home occupations; and
(10) Short-term rental of allowable dwelling units or apartments.

SECTION 8. AMENDMENT TO ZONING ORDINANCE, SECTION 154.005: The City of Saugatuck Zoning Ordinance, Section 154.005, Definitions, shall be amended to delete the definition of "Rental Occupancy Certificate" and to revise the definition of "Flood Hazard Area," which shall read as follows:

FLOOD HAZARD AREA. The area designated as a flood hazard area (100-year floodplain) on the city's Flood Insurance Rate Map (FIRM), issued by the Federal Emergency Management Agency (FEMA), as from time to time amended.

SECTION 9. SEVERABILITY: Should a court of competent jurisdiction find any provision, clause, or portion of this ordinance amendment to be invalid, the balance or remainder of this ordinance amendment shall remain valid and in full force and effect and shall be deemed "severable" from the portion, clause, or provision deemed to be invalid by the court.

SECTION 10. REPEAL: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 11. EFFECTIVE DATE: This Ordinance shall take effect seven (7) days after publication of a notice of adoption of this Ordinance, unless referendum procedures are initiated under MCL 125.3402. If referendum procedures are initiated, this Ordinance will take effect in accordance with MCL 125.3402.

YEAS: _____

NAYS: _____

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ABSENT/ABSTAIN: _____

ORDINANCE DECLARED ADOPTED.

_____
Lauren Stanton
City of Saugatuck, Mayor

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CERTIFICATION

I hereby certify that:

1. The above is a true copy of an ordinance adopted by the City of Saugatuck at a duly scheduled and noticed meeting of the City Council held on _____, _____ 2024, pursuant to the required statutory procedures.

2. A summary of the above ordinance was duly published in the _____ newspaper, a newspaper that circulates within the City of Saugatuck, on _____, 2024.

3. Within 1 week after such publication, I recorded the above ordinance in a book of ordinances kept by me for that purpose, including the date of passage of the ordinance, the names of the members of the City Council voting, and how each member voted.

4. I filed an attested copy of the above ordinance with the Allegan County Clerk on _____, 2024.

ATTESTED:

_____
Jamie Wolters
City of Saugatuck, Clerk

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CITY OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN

NOTICE OF ADOPTION

ZONING ORDINANCE AMENDMENT

ORDINANCE NO. 240229-A

Please take notice that on _____, 2024, the City Council of City of Saugatuck adopted Ordinance No. ___, which amends the City of Saugatuck Zoning Ordinance ("Zoning Ordinance") to, among other things, clarify provisions pertaining to short-term rentals and accessory dwelling units. Copies of the ordinance may be obtained from Jamie Wolters, City of Saugatuck Clerk, at 102 Butler Street, P.O. Box 86, Saugatuck, Michigan 49453 during regular business hours.

The Zoning Ordinance Amendment has the following sections, which are summarized below: Section 1: Amendment to Zoning Ordinance, Section 154.022(V); Section 2: Amendment to Zoning Ordinance, Section 154.022(W); Section 3: Amendment to Zoning Ordinance, Section 154.092(J); Section 4: Amendment to Zoning Ordinance, Section 154.024(B); Section 5: Amendment to Zoning Ordinance, Section 154.039(B); Section 6: Amendment to Zoning Ordinance, Section 154.040(B); Section 7: Amendment to Zoning Ordinance, Section 154.041(B); Section 8: Amendment to Zoning Ordinance Section 154.005; Section 9: Severability; Section 10: Repeal; and Section 11: Effective Date, which is seven days after publication of this notice of adoption unless referendum procedures are initiated under MCL 125.3402

Jamie Wolters
City of Saugatuck, Clerk
(269) 857-2603
JWolters@saugatuckcity.com

Publication Date: _____, 2024

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City Council Agenda Item Report

FROM: Ryan Cummins, Director of Planning and Zoning

MEETING DATE: February 29, 2024

SUBJECT: Police-Powers Licensing Ordinance – Short Term Rentals

DESCRIPTION:

The City's STR Task Force met for several months and finalized its report at the end of September. The Task Force recommendations were presented to the Planning Commission on October 19 and the City Council on November 8.

On December 11 the City Council authorized the Planning Commission to make police-power ordinance recommendations regarding short-term rentals.

On November 16 and December 21, the Planning Commission reviewed and discussed the STR Task Force recommendations. The Planning Commission found consensus on several of the Task Force recommendations. For items for which there was a consensus and for others staff identified as needing further clarity, a draft police-powers ordinance, zoning amendments, and noise ordinance amendments were drafted.

The Planning Commission reviewed a draft police powers ordinance at its meetings on January 18 and February 15. The Planning Commission voted 6-1 to recommend approval of the attached short-term rental licensing ordinance.

The following highlights some of the key elements of the licensing ordinance for short-term rentals:

- An annual license and inspection will be required for each short-term rental.
- Occupancy - Set at two (2) per bedroom, plus an additional two (2) occupants per finished floor but not to exceed a maximum of twelve (12).
- Visitor Maximum - The maximum number of visitors to be equal to the maximum number of occupants multiplied by a factor of 1.5. Visitors permitted only between the hours of 7:00 am and 11:00 pm.
    - While not a Task Force recommendation, staff and some Planning Commissioners raised concern about how maximum sleeping occupancy can be enforced. This will

assist. It is also consistent with the "quiet hours" in the existing noise ordinance. The factor can be modified, or the suggested regulation can be removed entirely.

- All advertising will have to reference the license number.
- Still required to comply with zoning.
- Requires providing and posting of the rules and regulations, name of the license holder and/or local agent responsible, that individual's telephone number and email address that they may be reached on a 24-hour basis, notification of the maximum number of overnight occupants, a copy of the City's noise ordinance, notification that an occupant and/or a visitor of an occupant may be cited for a violation and a copy of the Good Neighbor Guide.
    - Note: The Good Neighbor Guide will contain considerations for noise, trash disposal, parking, and maximum occupancy.
- Trash - One (1) outdoor garbage can and one (1) recycling bin required. If occupancy is six (6) or more, at least two (2) outdoor garbage cans and at least one (1) recycling bin. Exposed waste or garbage will be considered a violation.
    - Note: Some discussion occurred on whether two recycling bins should be required. Staff plans on negotiating twice monthly pickup with Republic, but the current contract doesn't expire until October.
- All rooms in a dwelling must be rented under a single contract. No individual renting of rooms or subletting.
- Owner shall not allow use of fireworks by STR occupants and visitors.
- Rental insurance must be maintained.
    - Note: The Fire Department advised "we have had owners within the District, that had a fire at their property and found out after the fact that their standard homeowner's insurance did not cover renting the property, and the loss they incurred was not covered." The recommendation was "an effort to help protect property owners to ensure they have adequate information and proper coverages."
- Registry - By applying for a license, the owner and/or license holder agrees to have their name, contact information, the address of the short-term rental, maximum occupancy and contact information for their local agent included in the City's publicly available short-term rental registry.
- Current STR Certificates – Intent to "grandfather" certificates that were issued under the Zoning ordinance until those certificates expire. Once a previously issued short-term rental certificate expires, the certificate-holder must receive a short-term rental license to continue operating at the premises.
- Duty to Address Issues - The license holder and/or local agent will have the duty to remedy a violation, including the noise ordinance, within two hours. If they do not, it would be a violation.
    - Note: This makes it clear that the local agent or license holder has a responsibility to act and respond to concerns. The time limit can be modified if desired.
- A suspension and revocation process is outlined. Any suspension time will occur during primary tourist season.
    - Note: Months can be modified if desired.
- Fraudulent Complaints – Anyone who makes a fraudulent complaint will face their own violation.
- Licenses cannot be transferred.

- Note: STR certificates do not transfer to new owners either. The language provides much more detail to define a transfer. Depending on whether the Planning Commission desires to recommend residential caps and at what level, transfer of ownership clarity will be important.

LEGAL REVIEW:
The City Attorney prepared the draft police powers ordinance. The City Attorney will be at your meeting to answer any questions you may have.

SAMPLE MOTION:
Motion to adopt Ordinance No. 240229-B to provide for the public peace and health and for the safety of persons and property in the City of Saugatuck by the licensing and regulation of short-term rentals, to provide procedures for the suspension and revocation of short-term rental licenses, and to provide penalties for violations of short-term rental regulations.

CITY OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN

SHORT-TERM RENTAL LICENSING
ORDINANCE ORDINANCE NO. 240229-B

At a meeting of the City Council of the City of Saugatuck, Allegan County, Michigan, held at the City of Saugatuck Hall on _____, 2024 at _____ p.m., City Council Member _____ moved to adopt the following ordinance, which motion was seconded by City Council Member _____.

> *An ordinance to provide for the public peace and health and for the safety of persons and property in the City of Saugatuck by the licensing and regulation of short-term rentals, to provide procedures for the suspension and revocation of short-term rental licenses, and to provide penalties for violations of short-term rental regulations.*

THE CITY OF SAUGATUCK, ALLEGAN COUNTY, ORDAINS:

SECTION 1: AMENDMENT TO TITLE IX OF THE CITY CODE. The City of Saugatuck Code of Ordinances, Title IX, shall be revised to add the following new and additional Chapter 99.5, which shall read as follows:

CHAPTER 99.5: SHORT-TERM RENTALS

§99.51 INTENT AND PURPOSE.

The purpose of this chapter is to protect and promote the health, safety and welfare of the City's residents, property owners, and visitors by licensing short-term rentals within the City and establishing standards and regulations for the operation of the same.

The City's Short-Term Rental Task Force gathered facts and data pertaining to the potential community impacts of short-term rentals, both positive and negative, and provided recommendations on how to revise the City's short-term rental regulations, which this chapter seeks to implement into a cohesive regulatory framework. Consistent with those findings and recommendations, the City recognizes that short-term rentals have the potential to promote tourism and visitors to the City, increase property values, and provide valuable business opportunities for property owners. The City also recognizes that without appropriate regulation and enforcement, short-term rentals have the potential to create conflicts with adjacent properties, degrade the residential character of neighborhoods, impact long-term housing availability, and create nuisance conditions.

Accordingly, the intent and purpose of this chapter is to license and regulate short-term rentals in a manner that promotes the healthy development of short-term rentals and maintains the City's status as a tourist destination while minimizing potential adverse impacts of short-term rentals and preserving the character of the City that makes it such a popular destination for residents and visitors alike.

§99.52 APPLICABILITY.

All persons who desire to operate a short-term rental located anywhere within the City must first obtain a license from the City under the terms and conditions established in this chapter.

§99.53 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

BEDROOM. A room which is intended, arranged, and designed to be occupied by one or more individuals primarily for sleeping purposes, as determined by the enforcing officer.

DWELLING UNIT. Any building or portion thereof having independent cooking, bathing, and sleeping, facilities, which is occupied wholly as the home, residence, or sleeping place, either permanently or transiently, with an independent entrance not located within another dwelling. In no case shall a motor home, trailer coach, automobile chassis, tent, or portable building be considered a dwelling. In case of mixed occupancy where a building is occupied in part as a dwelling unit, the part so occupied shall be deemed a dwelling unit for the purpose of this chapter and shall comply with the provisions thereof relative to dwellings. A dwelling unit shall include both manufactured units (mobile homes and modular homes) and site-built units. Hotels, motels, motor courts, bed and breakfasts, and inns, as those terms are defined by the Saugatuck City Zoning Ordinance, are not included in the definition of a "dwelling unit."

ENFORCING OFFICER. The City of Saugatuck Zoning Administrator or his or her designee.

FINISHED FLOOR. The finished horizontal base of any story of a dwelling unit that meets all building code requirements for a habitable space.

LICENSE HOLDER. The person who applies for and receives a short-term rental license from the City pursuant to this chapter. A license holder may or may not be the owner of the dwelling unit and/or premises where the short-term rental is located.

LOCAL AGENT. The individual or management company designated by the license holder to perform obligations under this ordinance and to serve as the contact person for issues relating to a short-term rental. A local agent may be, but is not required to be, an owner or license holder, provided such owner or license holder satisfies the requirements of this chapter.

MAXIMUM OCCUPANCY. The maximum number of allowable occupants and visitors of a short-term rental, as established in Section 7(b) of this chapter.

OCCUPANT. An individual living in, sleeping in, or otherwise having possession of a short-term rental. An individual present in a dwelling unit during the term of a short-term rental shall be presumed to be an occupant unless circumstances clearly indicate that the individual is a visitor, as defined herein.

OWNER. Any person holding legal or equitable title to a property or to real improvements upon a property solely, jointly, by the entireties, in common, or as a land contract vendee.

PERSON. An individual, firm, corporation, association, partnership, limited liability company, or other legal entity.

PREMISES. The property on which a short-term rental will be located.

SHORT TERM RENTAL. A dwelling unit which is rented to a person for less than thirty-one (31) consecutive days, or is advertised to be rented for any period less than thirty-one (31) days.

VIOLATION NOTICE. A written notice issued by City advising the license holder and/or the local agent of a violation of this chapter.

VISITOR. An individual visiting a short-term rental who will not stay overnight. A visitor shall not be considered an occupant, as defined herein.

§99.54 LICENSE REQUIRED.

An owner of any dwelling unit located anywhere within the City shall not rent, or allow to be rented, a dwelling unit to another person for less than thirty-one (31) consecutive days, unless the owner or the owner's authorized agent has obtained a short-term rental license for that dwelling unit in accordance with the requirements of this chapter. A short-term rental license is required for every dwelling unit intended to provide short-term rental accommodations, even if there are multiple dwelling units located on the same premises.

§99.55 APPLICATION FOR SHORT-TERM RENTAL LICENSE.

(A) *Responsibility*. The owner, either directly or through an authorized agent, shall apply for a short-term rental license through the submission of a short-term rental license application.

(B) *Application information required*. A person seeking a license under this chapter shall submit a complete application, certified as being true, to the enforcing officer. The application shall include documentation and information reasonably required to demonstrate current and continuing compliance with the standards and regulations contained in Section 99.56 and Section 99.57 of this chapter and all of the following information:

(1) The name, address, telephone numbers (home, work, or cell phone), and email address of the owner of the proposed short-term rental. If the proposed short-term rental owner is a corporate entity, the application must identify all current members and their percentage ownership interests in the corporation or other entity. If the proposed short-term rental owner is a trust, the application must identify all beneficiaries and trustees of the trust.

(2) A signed attestation by the owner of the proposed short-term rental granting authority to the applicant to act on behalf of the owner to request a license under this chapter, if the applicant is not the owner.

(3) The name, address, telephone numbers (home, work, or cell phone), and email address of the applicant, if different than the owner.

(4) The name, address, telephone numbers (home, work, or cell phone), and email address of the local agent.

(5) The address and parcel identification number of the subject parcel containing the dwelling unit of the proposed short-term rental.

(6) Documentation showing the owner's valid tenancy, ownership, or other legal interest in the proposed short-term rental premises, which may include, but is not necessarily limited to, a deed, land contract, or lease agreement. If the owner possesses less than fee ownership in the proposed short-term rental premises, a signed attestation from the owner of the premises authorizing the use of the same for a short-term rental must also be included.

(7) A floorplan drawing of the proposed short-term rental that includes the number of bedrooms intended to be occupied as part of the short-term rental.

(8) Proposed occupancy of the dwelling unit, not to exceed the maximum occupancy established by this chapter.

(9) A drawing of the premises on which the short-term rental will be located that includes all buildings on the premises and the location where all parking will be provided.

(10) A signed certification from the owner stating that the dwelling unit will be operated in conformance with all applicable requirements of this chapter.

(14) A completed and signed rental inspection checklist from the Saugatuck Township Fire District.

(15) Documentation showing that the dwelling unit that is being used as a short-term rental has been insured as a rental dwelling.

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(16) The owner shall notify the city of any changes to the approved application within no later than thirty (30) days of the date of the change, including change of mailing address, contract information, or local agent/rental agency.

(C) *Application fee; eligibility*. The application shall be accompanied by an application fee as established and set forth in the City's schedule of fees. This fee schedule shall also establish an "after the fact" fee that must be paid when a short-term rental is operated but without first complying with the procedural requirements of this chapter. This "after the fact" fee is not intended to be a penalty but shall reflect the additional legal and administrative costs incurred by the City as the result of the applicant's failure to initially comply with the requirements of this chapter. In addition, to be eligible for a short-term rental license, applicants must have no outstanding City taxes, permit or inspection fees, escrow deposits, or other amounts due and owing to the City.

(D) *Complete application*. A short-term rental license application shall not be considered accepted until the enforcing officer deems it to be complete. If the enforcing officer determines that all required information was not supplied and/or if the applicant fails to pay the required fee, then the enforcing officer shall send written notification via mail or email to the applicant of the deficiencies. If the applicant fails to provide all the information required by this chapter and/or fails to pay the required fee within fourteen (14) days after being notified of the deficiencies, then the application shall be deemed incomplete and shall be denied on that basis.

(E) *License*. Once deemed to be complete, if an application complies with all the standards and regulations of this chapter and the required fire inspection certificate has been submitted pursuant to Section 99.56 below, the enforcing officer shall approve the short-term rental license. Each short-term rental license shall be designated with a unique license number.

§99.56 FIRE INSPECTION.

(A) *Required fire inspection*. The short-term rental unit shall meet all applicable building, health, fire, and related safety codes at all times and shall be inspected annually by the Saugatuck Township Fire District no later than thirty (30) days following of the submittal of the application for a short-term rental license or an application to renew a short-term rental license. Violations found by the Saugatuck Township Fire District shall be corrected within fifteen (15) days of notification from the Fire Inspector. No license or renewal shall be issued until after the fire inspection has been completed and approved. The owner or rental agency shall submit a completed and approved inspection certificate from the Saugatuck Township

Fire District to the City prior to the approval of any license application or license renewal.

(B) *Fire inspection criteria*. The Saugatuck Township Fire District shall promulgate the criteria necessary to pass a short-term rental fire inspection, including but not limited to, requirements regarding smoke alarms, emergency exits, fire hydrants, fire extinguishers, occupancy/capacity, fire exits, fire escapes, and any other criteria that the Saugatuck Township Fire District finds necessary to protect to the health, safety, and general welfare of the community.

§99.57 SHORT-TERM RENTAL STANDARDS AND REGULATIONS.

A license for a short-term rental shall be issued when an applicant demonstrates that all of the following standards and regulations are met. Continued compliance with the following standards and regulations is required to maintain a valid short-term rental license within the City.

(A) *Occupancy*. The maximum occupancy for short-term rentals shall be determined as follows:

(1) The maximum number of occupants shall be two (2) per bedroom, plus an additional two (2) occupants per finished floor as defined herein, but not to exceed a maximum of twelve (12) occupants.

(2) The maximum number of visitors shall be equal to the maximum number of occupants as calculated above multiplied by a factor of 1.5. Visitors are permitted only between the hours of 7:00 am and 11:00 pm.

(B) *Designation of a local agent*. If the owner or license holder does not qualify as, or does not desire to be, a local agent, then the license holder shall designate a local agent and authorize in writing the local agent to act as the license holder's agent for any acts required of the license holder under this chapter. The local agent must reside or maintain a physical place of business within a 25-mile radius of the short-term rental. The local agent shall be knowledgeable about the premises and accountable for responding to the premises 24 hours per day, 7 days per week, 365 days per year.

(C) *Information*. All notification information for the owner, license holder, and local agent shall be kept current and up to date.

(D) *Advertising*. All advertising for the short-term rental shall display the number of the license issued pursuant to this chapter. If a short-term rental license holder within the City chooses to advertise the short-term rental online (for instance, on AirBnB, VRBO, or a similar website) the license holder shall post their short-term rental license number within the listing.

(E) *Water and sewer.* All water and sewer connections and/or systems servicing short-term rentals shall be fully functional and shall meet the minimum applicable requirements

imposed by the City, the Kalamazoo Lake Water and Sewer Authority, and/or the Allegan County Health Department.

(F) *Compliance with zoning; signage*. The short-term rental dwelling unit and premises shall, at all times, fully comply with all applicable requirements of the Saugatuck City Zoning Ordinance, including applicable provisions concerning signs.

(G) *Rules and regulations to be provided to occupants*. The license holder or local agent will provide all occupants of a short-term rental with the following information prior to occupancy and will post such information in a conspicuous place within each short-term rental:

(1) The name of the license holder and/or local agent responsible to perform obligations related to the short-term rental under this chapter, that individual's telephone number(s), and an email address at which that individual may be reached on a 24-hour basis.

(2) Notification of the maximum number of overnight occupants permitted in the short-term rental.

(3) A copy of the City's Noise Ordinance as set forth in Section 94.04 of the City Code, as may be amended from time to time.

(4) A copy of this chapter, as it may be amended from time to time.

(5) Notification that an occupant and/or a visitor of an occupant may be cited for a violation of this chapter, the City's Noise Ordinance as set forth in Section 94.04 of the City Code, in addition to any other citations or remedies available to the City.

(6) A copy of the City's Good Neighbor Guide, which contains considerations for noise, trash disposal, parking, and maximum occupancy.

(H) *Pets*. The occupants and visitors of a short-term rental shall be informed prior to occupancy that all pets must be secured on the premises or on a leash at all times.

(I) *Taxes*. The person who rents a short-term rental shall pay any applicable sales tax and/or required Michigan Use Tax for any stay of thirty-one (31) nights or less.

(J) *Garbage and recycling*. All short-term rentals must provide at least one (1) outdoor garbage can and one (1) recycling bin of sufficient size to service a single-family residential dwelling. If a short-term rental has an occupancy of six (6) or more, at least two (2) outdoor garbage cans and at least one (1) recycling bin shall be provided. All waste generated by a short-term rental, its occupants, and visitors must always be stored in a garbage can or similar trash receptacle, and exposed waste or garbage shall

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be considered a violation of this chapter. Occupants of the short-term rental shall be notified prior to occupancy that they are not allowed to leave waste outside of garbage cans or recycling bins.

(K) *Subletting or renting individual rooms*. No owner, agent, or license holder may rent individual rooms within a dwelling unit used for a short-term rental, nor may any occupants of a short-term rental sublease rooms within a short-term rental. All rooms within a dwelling unit that is rented as a short-term rental shall be fully rented under a single contract. However, nothing in this section shall prevent an owner or license holder from occupying a dwelling unit while it is being used as a short-term rental.

(L) *Tent, campers, or similar sleeping facilities*. The use of tents, campers, or similar temporary sleeping facilities at a short-term rental premises shall be prohibited.

(M) *Fireworks*. Owners/and or license holders shall prohibit the use of fireworks by short-term rental occupants and visitors.

(N) *Insurance*. A dwelling unit that is licensed as a short-term rental must, at all times, maintain rental property insurance.

(O) *Short-term rental registry*. By applying for and being issued a short-term rental license from the City, the owner and/or license holder consents to having their name, contact information, the address of the short-term rental, the maximum occupancy of the short-term rental, and contact information for their local agent included in the City's publicly available short-term rental registry.

§99.58 DURATION OF LICENSE; RENEWAL.

(A) Except as otherwise provided herein, a license issued under this chapter shall remain in effect for a period of one (1) year from the date it was issued unless it is suspended or revoked by the City.

(B) The license holder or local agent may apply for a renewed license by submitting a renewal application to the enforcing officer no later than thirty (30) days prior to the date that the license is set to expire, along with the license renewal fee established by the City's fee schedule.

(C) All information submitted with the prior application(s) shall be deemed submitted with the application for renewal, except that each year a new completed and signed fire safety checklist must be submitted, a new fire inspection must be conducted, and an approved fire inspection certification must be issued before a license can be renewed. Aside from the renewed fire safety checklist and fire inspection, the license holder or local agent shall only be required to submit new information with the application for renewal when that application information has changed since the last application was filed with the

City.

(D) A renewed license for a short-term rental shall be issued when all of the standards and regulations of this chapter are met.

(E) If the short-term rental premises does not meet all the requirements of this chapter at the time of renewal, the City shall promptly notify the license holder. The license holder shall have thirty (30) calendar days from the date the notice of a deficiency was sent to cure any deficiencies. If the license holder cannot demonstrate full compliance with this chapter at the end of the cure period, the short-term rental license will not be renewed and will be deemed expired.

§99.59 EFFECT ON PREVIOUSLY ISSUED SHORT-TERM RENTAL CERTIFICATES.

(A) It is the express intent of this chapter to "grandfather" short-term rental certificates that were issued under the City's previous regulatory scheme until those certificates expire. Therefore, short-term rentals with certificates issued pursuant to the Saugatuck City Zoning Ordinance prior to the effective date of this chapter may continue to operate until the certificate expires, subject to the requirements in effect at the time the short-term rental certificate was issued.

(B) Once a previously issued short-term rental certificate expires, the certificate-holder must receive a short-term rental license under this chapter to continue operating a short-term rental at the premises.

(C) No short-term rental certificates issued pursuant to the Saugatuck City Zoning Ordinance may be renewed after the effective date of this chapter.

§99.60 DUTY TO REMEDY VIOLATIONS.

(A) *Duty to remedy*. The license holder and/or local agent shall have the duty to remedy any violation of this chapter and the City's Noise Ordinance, as set forth in Section 94.04 of the City Code, by the occupants and visitors of a short-term rental.

(B) *Notification from City*. For any violation of the above, the City may (in addition to other remedies) notify the license holder and/or local agent for the short-term rental of such violation by telephone or return receipt email. The license holder and/or local agent shall be deemed to have received notice of the violation upon being contacted by telephone (including a call or text message, if applicable) or when a return receipt email message is received by the City, whichever is sooner.

(C) *Corrective action*. Upon receiving notice of the violation, the license holder and/or local agent shall ensure that the violation is remedied within two (2) hours of receipt of such notice.

(D) *Failure to remedy*. Failure to remedy the violation within two (2) hours after receiving notice of the violation, without good cause, shall constitute a violation of this chapter and may subject the license issued under this chapter to suspension or revocation pursuant to Section 99.61 of this chapter and may subject the license holder and/or local agent to court enforcement proceedings and the penalties under Section 99.62 of this chapter.

§99.61 SUSPENSION AND REVOCATION OF LICENSE.

(A) *Suspension or revocation of license*. The following shall constitute grounds for suspending or revoking a short-term rental license:

(1) A license holder, owner, and/or authorized agent's inclusion of false, incorrect, or misleading information and/or statements on an application for a short-term rental license.

(2) A license holder, owner and/or local agent's failure to comply with the standards and regulations set forth in Section 99.57.

(3) A license holder, owner, and/or local agent's failure to timely remedy a violation of this chapter or the City's Noise Ordinance, as set forth in Section 99.60.

(4) A license holder and/or owner's attempted transfer of a short-term rental license, as defined in Section 99.63.

(B) *Violation notice*. If the enforcing officer has reason to believe that there are grounds to suspend or revoke a short-term rental license, the enforcing officer may, but is not required to, prepare a written notice specifying the alleged grounds for suspension or revocation and the factual basis for this belief. The written notice shall inform the alleged violator of the time, date, and place of the hearing before the City Council, shall be served on the license holder either personally or by certified mail no less than twenty-one (21) days before the hearing.

(C) *Violation hearing*. If such a violation notice is prepared and served, the City Council shall hold a hearing at which time the license holder shall be given an opportunity to show cause why the short-term rental license issued under this chapter should not be suspended or revoked. The City Council's decision shall be in writing and shall specify the factual evidence upon which it is based and shall be final and binding upon the license holder. A copy of the City Council's written decision shall then be provided to the license holder.

(D) *Subsequent violations*. After a short-term rental license has been suspended, any additional violation(s) committed by the license holder and/or local agent within one (1) year of the expiration of the last suspension shall be grounds for a second suspension. If it has been more than two (2) years since the expiration of an initial suspension of a short-term rental license, a subsequent violation shall be deemed to be a first suspension. Upon a

determination that a short-term rental license holder has been suspended two (2) or more times and is facing a third suspension, the City Council may permanently revoke the short-term rental license.

(E) *Length and timing of suspensions and/or revocations*. Subject to subsection (F) below, suspensions and revocations shall generally be effective immediately. Provided, however, if any portion of the suspension time falls outside the primary tourist season of May through September, then the balance of the suspension time shall carry over to the next primary tourist season, with rental activity outside of the primary tourist season remaining prohibited until the suspension expires. Suspensions/revocations shall be for the following periods:

(1) First suspension - three (3) months.
(2) Second suspension - six (6) months.
(3) Revocation - permanent.

(F) *Existing contracts*. Existing short-term rental contracts up to sixty (60) nights beyond the beginning date of any suspension/revocation may be honored by the license holder with approval by the City Council. Those existing contracts beyond sixty (60) nights shall be canceled. The time period approved to honor existing contracts shall be added to the end of any suspension period.

(G) *Fraudulent complaints*. Any person who knowingly files a fraudulent, false, or fictitious complaint about a short-term rental shall be deemed to be in violation of this chapter and may be subject to court enforcement proceedings and the penalties under Section 99.62 of this chapter.

§99.62 VIOLATIONS AND PENALTIES.

(A) Any person who violates any provision of this chapter, including the continued operation of a short-term rental after the license for that short-term rental has been suspended or revoked as provided in this chapter, shall be responsible for a municipal civil infraction as defined in Public Act 12 of 1994, amending Public Act 236 of 1961, being Sections 600.101-600.9939 of Michigan Compiled Laws, and shall be required to pay a civil fine established by resolution of the City Council along with statutory costs. Each day this chapter is violated shall be considered as a separate violation.

(B) The enforcing officer, deputies of the Allegan County Sheriff's Department, and other persons appointed by the City Council are hereby designated as the authorized City officials to issue municipal civil infraction citations directing alleged violators of this chapter to appear in court.

(C) A violation of this chapter is hereby declared to be a public nuisance or a nuisance per se and is declared to be offensive to the public health, safety, and welfare.

(D) In addition to any other remedies available to it, the City may initiate proceedings in the Circuit Court to abate or eliminate the nuisance per se or any other violation of this chapter.

§99.63 TRANSFER OF OWNERSHIP.

(A) *Transfers prohibited*. Short-term rental licenses are non-transferable, and a short-term rental license issued under this chapter shall become void upon the attempted transfer of a license or transfer of ownership of the dwelling unit for which the license is issued. In the event of an unauthorized transfer, a new short-term rental license must be obtained by the new owner of the dwelling unit from the City before short-term rentals may be resumed in the dwelling unit.

(B) *Transfer defined*. As used in this chapter, a "transfer" of a short-term rental license shall include the following:

(1) Any transfer, sale, change in ownership, or other conveyance of a short-term rental license to a person or entity other than the owner or license holder;

(2) Any transfer, sale, change in ownership, or other conveyance of the premises;

(3) Any transfer, sale, change in ownership, or other conveyance of an interest or membership in the corporate entity which is the owner of the premises or the short-term rental license; or

(4) Any change in the trustee(s), beneficiary, or beneficiaries of the trust which is the owner of the premises or the short-term rental license.

§99.64 ADMINISTRATION AND INTERPRETATION.

The enforcing officer shall have the authority to administer and interpret this chapter. This shall include, but shall not be limited to, developing, and enacting administrative policies and procedures pertaining to short-term rental licenses and interpreting or construing provisions of this chapter so as to give effect to the City Council's intent underlying the enactment of this chapter.

SECTION 2: REPEAL. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 3: SEVERABILITY. If any section, clause, or provision of this Ordinance be declared unconstitutional or otherwise invalid by a court of competent jurisdiction, said declaration shall not affect the remainder of the Ordinance. The City Council hereby declares that it would have passed this Ordinance and each part, section, subsection, phrase, sentence and clause irrespective of the fact that any one or more parts, sections, subsections, phrases, sentences, or clauses be declared invalid.

SECTION 4: EFFECTIVE DATE. This Ordinance shall become effective immediately at the later to

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occur of: 1) the effective date of Ordinance No. 240229-B; or 2) the date of this Ordinance's publication as required by law.

YEAS: _____

NAYS: _____

ABSENT/ABSTAIN: _____

ORDINANCE DECLARED ADOPTED.

_____
Lauren Stanton
City of Saugatuck, Mayor

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CERTIFICATION

I, Jamie Wolters, being the duly elected and acting Clerk of the City of Saugatuck, Allegan County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of an Ordinance duly adopted by the City Council at a regular meeting held on _____, 2024, at which meeting a quorum was present and remained throughout, (2) that an original thereof is on file in the records of the City, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

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City Council Agenda Item Report

FROM: Ryan Cummins, Director of Planning and Zoning

MEETING DATE: February 29, 2024

SUBJECT: Amendment to Noise Ordinance

DESCRIPTION:

The City's STR Task Force met for several months and finalized its report at the end of September. The Task Force recommendations were presented to the Planning Commission on October 19 and the City Council on November 8.

On December 11 the City Council authorized the Planning Commission to make police-power ordinance recommendations regarding short-term rentals.

On November 16 and December 21, the Planning Commission reviewed and discussed the STR Task Force recommendations. The Planning Commission found consensus on several of the Task Force recommendations. For items for which there was a consensus and for others staff identified as needing further clarity, a draft police-powers ordinance, zoning amendments, and noise ordinance amendments were drafted.

The Planning Commission reviewed noise ordinance amendments at its meetings on January 18 and February 15. The Planning Commission voted 7-0 to recommend approval of the attached noise ordinance.

The following highlights some of the key elements of the noise ordinance:

- Language was modified to be compliant with recent case law and more defensible.
- Time limitations were left unchanged except for construction noises and lawn maintenance equipment. These were changed to 8a-8p.
    - Note: Some have thought "quiet hours" started at 10p while others believed it was 11p. The existing ordinance states 11p.

LEGAL REVIEW:

The City Attorney prepared the draft noise ordinance. The City Attorney will be at your meeting to answer any questions you may have.

SAMPLE MOTION:

Motion to adopt Ordinance No. 240229- C to amend the City Code, Title IX, Section 94.04 to update the City's noise ordinance to, among other things, clarify provisions related to the quiet hours and provide examples of violations of this Ordinance to better protect the public health, safety, and general welfare of the City, its residents, and visitors.

CITY OF SAUGATUCK
ALLEGAN COUNTY, MICHIGAN

AMENDMENT TO NOISE ORDINANCE

ORDINANCE NO. 240229-C

At a meeting of the City Council of the City of Saugatuck, Allegan County, Michigan, held at the City of Saugatuck Hall on _____, 2024 at _____ p.m., City Council Member _____ moved to adopt the following ordinance, which motion was seconded by City Council Member _____.

> *An Ordinance to amend the City of Saugatuck City Code, Title IX, Section 94.04 to update the City's noise ordinance to, among other things, clarify provisions related to the quiet hours and provide examples of violations of this Ordinance to better protect the public health, safety, and general welfare of the City, its residents, and visitors.*

THE CITY OF SAUGATUCK, ALLEGAN COUNTY, ORDAINS:

SECTION 1: AMENDMENT TO TITLE IX, SECTION 94.04 OF THE CITY CODE. The City of Saugatuck Code of Ordinances, Title IX, Section 94.04 shall be amended and will now read as follows:

§ 94.04 UNLAWFUL NOISE; EXCEPTIONS.

(A) *Intent and purpose*. The intent and purpose of this section is to promote the public health, safety, and welfare of the residents and visitors of the City by prohibiting noises that would annoy or disturb the quiet, comfort, and repose of a reasonable person of normal sensitivities or disrupt the reasonable conduct of basic human activities.

(B) *Definitions*. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

(1) ***PLAINLY AUDIBLE***. Any sound that can be detected by a person using his or her unaided hearing faculties.

(2) ***NOISE DISTURBANCE***. Any sound that exceeds the maximum permissible sound levels in this section; that endangers or injures the safety or health of humans or animals; unreasonably annoys or disturbs a person of normal sensitivities; disrupts the reasonable conduct of basic human activities such as conversing or sleeping; or endangers or injures real or personal property.

(C) *General regulation*. No person, firm or corporation shall cause, create, or continue, or assist in creating any noise disturbance, or as an owner, lessee, or occupant of the property on which the activity is located, permit the continuation of any noise disturbance. Each noise that continues or is repeated in a 1/2-hour time frame may be considered a separate violation of

this section, subject to additional prosecution and civil penalties.

(D) *Specific violations*. The following noise disturbances are hereby declared to be a violation of this section, but this enumeration shall not be deemed to be exclusive:

(1) *Animal and bird noises*. The keeping of any animal or bird which, by causing frequent or long continued noise, creates a noise disturbance. Allowing or permitting any dog to bark repeatedly in an area where such barking is plainly audible on the property of another or within a building or dwelling unit other than that upon which it is located, shall be prima facie evidence of a violation.

(2) *Construction noises*. The erection, excavation, demolition, alteration, or repair of any building, and the excavation of streets and highways, in such a manner as to create a noise disturbance, at any time on Sundays, and on other days except between the hours of 8:00 a.m. and 8:00 p.m., unless a permit has been first obtained from the City Manager, which permit shall limit the periods that the activity may continue.

(3) *Sound amplifiers*. Use of any loudspeaker, amplifier, or other instrument or device, whether handheld, stationary or mounted on a vehicle, in such a manner or with such volume as to create a noise disturbance. If such a device is plainly audible on the property of another or within a building or dwelling unit other than that within which the device is located, or if such a device used between the hours of 11:00 p.m. and 7:00 a.m., shall serve as prima facie evidence of a violation of this section.

(4) *Engine exhausts*. The discharge into the open air of the exhaust of any engine or motor vehicle, except through a muffler or other device which effectively prevents loud or explosive noises therefrom, so as create a noise disturbance.

(5) *Vehicle noise*. The use of any automobile, motorcycle, or vehicle so out of repair, so loaded, or in such a manner as to create loud and unnecessary grating, grinding, rattling, or similar noise, which creates a noise disturbance. Any such noise that is plainly audible on the property of another or within a building or dwelling unit other than that upon which it is located shall serve as prima facie evidence of a violation of this section.

(6) *Tire Noise*. Intentionally or by the immoderate operation of a motor vehicle to cause tires to screak or screech, so as to create a noise disturbance.

(7) *Blowers*. The discharge into the open air of air from any noise-creating blower or power fan in such a manner as to create a noise disturbance.

(8) *Hawking*. The hawking of goods, merchandise, or newspapers in a loud and boisterous manner so as to create a noise disturbance.

(9) *Horns and signal devices*. The sounding of any horns or signal device on any automobile, motorcycle, bus, or other vehicle, in a manner that creates a noise disturbance, unless necessary to operate said vehicle safely or as required by the

Michigan Motor Vehicle Code. Horns or signal devices shall not be altered, replaced, or in a state of disrepair so as to create unreasonably loud or harsh sound. The sounding of the horn or signal device for an unnecessary and unreasonable period of time so as to be disturbing to a reasonable person of normal sensitivities shall constitute a noise disturbance and be deemed a violation of this section.

(10) *Radios, musical instruments, and music playing devices*. The playing of any radio, television set, speaker, musical instrument, or music playing device in such a manner or with such volume so as to create a noise disturbance. The playing of such a device or in such a manner as to be plainly audible on the property of another or within a building or dwelling unit other than that within which the device is located, or the playing of such a device between the hours of 11:00 p.m. and 7:00 a.m., shall serve as prima facie evidence of a violation of this section.

(11) *Shouting and whistling*. Yelling, shouting, hooting, whistling, speaking loudly, or singing or the making of any other loud noise on the public streets any time so as to create a noise disturbance. The creation of such noises so as to be plainly audible on the property of another or within a building or dwelling unit other than that within which the noise is made, or the creation of such noises between the hours of 11:00 p.m. and 7:00 a.m., shall serve as prima facie evidence of a violation of this section

(12) *Whistles or sirens*. The blowing of any whistle or siren in such a manner as to create a noise disturbance, except to give notice of the time to begin or stop work or as a warning of fire or danger, or for duly authorized tests.

(13) *Fireworks and Explosives*. The ignition, discharge, or detonation of any firework explosive or explosive device, firecracker, shell, consumer firework, or other article whereby the device or article undergoes a rapid chemical reaction with the production of noise, heat and/or violent explosion of gases, except as provided in Section 92.02 of the City Code.

(E) *Exceptions*. None of the terms or prohibitions of Section 94.04(C) shall apply to or be enforced against:

(1) Any government owned or operated police or fire vehicle or any ambulance, while engaged in emergency business.

(2) Excavations or repairs of bridges, streets, or highways by or on behalf of the City or the State of Michigan.

(3) Warning devices emitting sound for warning purposes as authorized by law.

(4) Customary lawn maintenance equipment for residential use, such as lawn mowers, leaf blowers, and chain saws, if the equipment is in good working order and is being operated between the hours of 8:00 a.m. and 8:00 p.m.

(5) Snow blowers and other snow removal equipment engaged in the removal of snow, if the equipment is in good working order and reasonable precautions are taken to minimize disruptions to the public.

(6) City street and sidewalk maintenance equipment or snow removal equipment and such equipment used by a school or hospital or medical care facility or their agents.

(7) The operation of any equipment used for the control of mosquitoes, when authorized by the City as part of an approved mosquito control program.

SECTION 2: REPEAL. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 3: SEVERABILITY. If any section, clause, or provision of this Ordinance be declared unconstitutional or otherwise invalid by a court of competent jurisdiction, said declaration shall not affect the remainder of the Ordinance. The City Council hereby declares that it would have passed this Ordinance and each part, section, subsection, phrase, sentence and clause irrespective of the fact that any one or more parts, sections, subsections, phrases, sentences, or clauses be declared invalid.

SECTION 4: EFFECTIVE DATE. This Ordinance shall become effective immediately upon publication.

YEAS: _____

NAYS: _____

ABSENT/ABSTAIN: _____

ORDINANCE DECLARED ADOPTED.

_____
Lauren Stanton
City of Saugatuck, Mayor

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CERTIFICATION

I, Jamie Wolters, being the duly elected and acting Clerk of the City of Saugatuck, Allegan County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of an Ordinance duly adopted by the City Council at a regular meeting held on _____, 2024, at which meeting a quorum was present and remained throughout, (2) that an original thereof is on file in the records of the City, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

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City Council Agenda Item Report

FROM: Ryan Cummins, Director of Planning and Zoning

MEETING DATE: February 29, 2024

SUBJECT: Short-Term Rental Police Power Moratorium in R-1 Residential Zoning Districts

BACKGROUND:

In 2023, the City Council established short-term rental (STR) regulations, including minimizing damage with loss of housing stock, as an essential priority. Concurrently, the Planning Commission established updates to the zoning ordinance regarding short-term rentals as a priority.

In February 2023, responding to these priorities, the Planning Commission proposed the creation of a STR Task Force. The City Council subsequently approved the creation of a Task Force to serve as an advisory committee to research and discuss STR issues and opportunities.

In March 2023, the Planning Commission recommended approval of a temporary police power moratorium on new certificates for STRs. Following deliberations, the City Council decided not to enact a moratorium at that time.

The City's STR Task Force met for several months and finalized its report at the end of September. The Task Force's recommendations were subsequently presented to both the Planning Commission and the City Council for review.

Following several meetings, the Planning Commission reached consensus on several Task Force recommendations. Draft ordinances, including a police-powers ordinance, zoning amendments, and noise ordinance amendments, were prepared and submitted to the City Council for consideration.

RESIDENTIAL CAPS AND MORATORIUM:

The Task Force stated in its report that "further review and analysis of instituting a cap on the number of rentals may be required. However, for the purpose of the Short-Term Rental Task Force, a consensus from the members was given that no definitive direction on caps was achieved."

During its regular meeting on February 16, the Planning Commission deliberated on whether to explore the possibility of implementing caps on short-term rentals. A consensus emerged against city-wide or commercial zoning district caps. A majority of Commissioners expressed interest in studying caps in residential zoning districts or neighborhoods.

Similar to the Task Force report, consulting planner, David Jirousek, proposed that the Planning Commission conduct further study. He recommended four steps:

1. Study Areas
    a. Identify and analyze natural neighborhoods.
2. Create Table Assessing Characteristics
    a. Evaluate factors that indicate suitability for caps.
    b. Matrix to include parking, lot sizes, area characteristics, and Task Force survey results.
3. Decision on Areas
    a. Determine which neighborhoods warrant consideration for caps.
4. Evaluate Options and Methodologies for Caps
    a. Explore the specifics of potential caps, including the number, percentage, and potential spatial separations.

A consensus of the Planning Commissioners agreed to undertake these steps. The Planning Commission discussed that thorough and thoughtful evaluation is necessary, and it will take time to make an informed recommendation.

In a 6-1 vote, the Planning Commission recommended the following to City Council:

> City Council reconsider the police power moratorium on new STR licenses that the Planning Commission previously recommended with the following changes:
> - The moratorium be limited to just R-1 residential zoning districts.
> - The moratorium be in effect for six months.

CITY COUNCIL CONSIDERATION:

The City Council may choose to concur with the Planning Commission recommendation, modify the Planning Commission recommendation, or take no action at all.

A temporary STR moratorium for just R-1 residential zoning districts would apply to the following districts. A zoning map is attached for reference:

- Community Residential
- Maple Street
- Peninsula North - Duneside
- Peninsular North – Riverside
- Peninsula South
- Peninsula West

It is important to note that a moratorium on new STR licenses will not cease all STR use or activity within the City. Existing STR units could continue to operate during a temporary moratorium provided there is not a change in ownership. The moratorium would apply to any property that does not currently have an existing STR certificate or license.

If the City Council desires to enact a temporary moratorium on STR certificates and licenses, legal will prepare the draft ordinance for your consideration.

LEGAL REVIEW:
The City Attorney was at the Planning Commission meeting and will be at your meeting to answer any questions you may have.

SAMPLE MOTION:
Workshop item at this time.

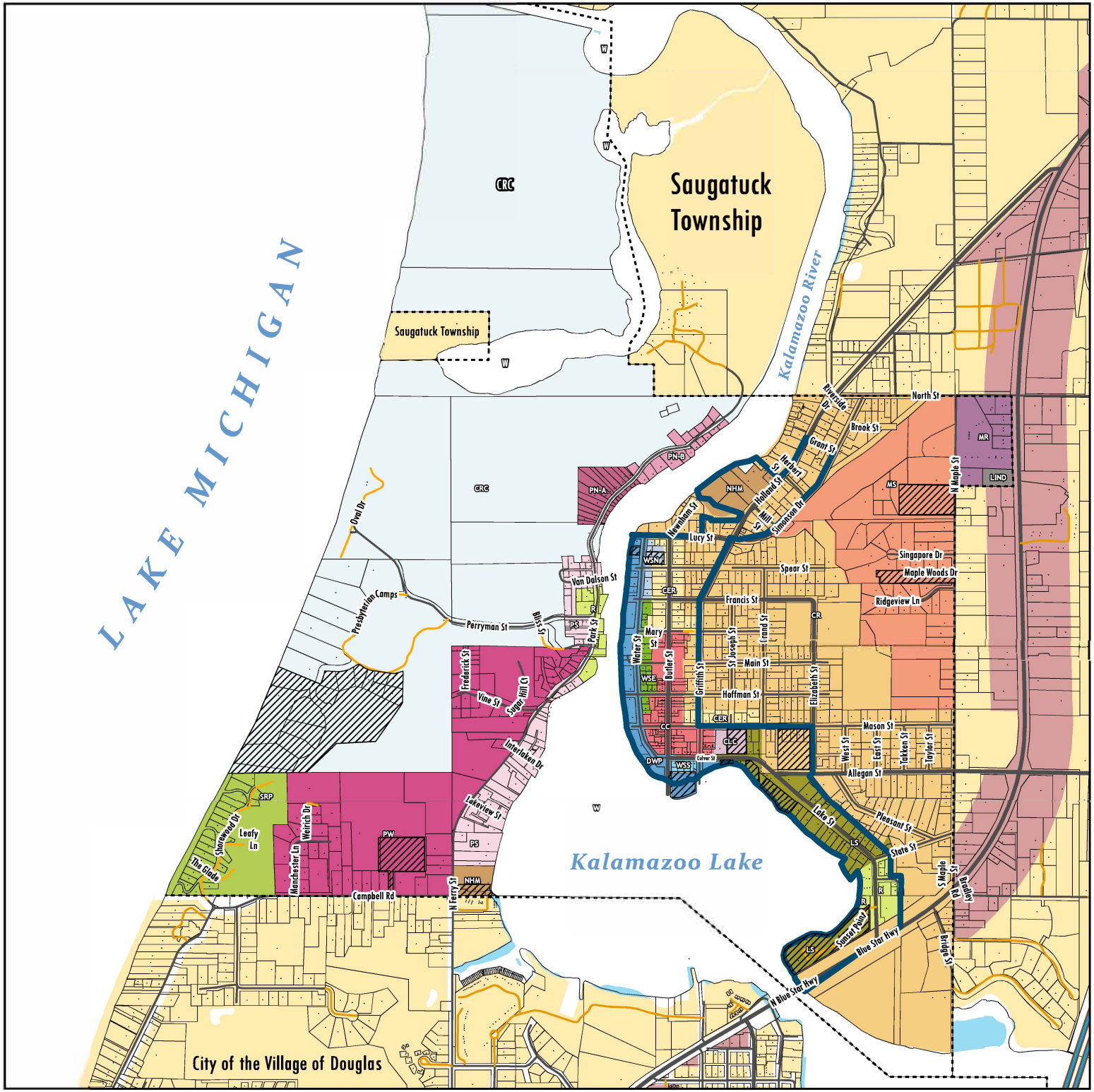
CITY OF SAUGATUCK

ALLEGAN COUNTY, MICHIGAN

ZONING MAP

As Amended Through January 9, 2024.

0 0.1 0.2 0.3 0.4 0.5 Miles



Map Legend

ZONING

- BLUE STAR DISTRICT - LI-1
- CENTER RESIDENTIAL - R-4
- CITY CENTER - C-1
- COMMUNITY RESIDENTIAL - R-1
- CONSERVATION RECREATION CAMP
- CULTURAL COMMUNITY
- LAKESTREET- R-2
- MAPLE STREET - R-1
- MULTI-FAMILY RESIDENTIAL R-3
- NEIGHBORHOOD MARINE
- PENINSULANORTH (DUNESIDE) - R-1
- PENINSULA NORTH (RIVERSIDE) - R-1
- PENINSULA SOUTH - R-1
- PENINSULA WEST - R-1
- RESORT DISTRICT - C-4
- SUMMER RESORT & PARK ASSOCIATION
- WATER
- DOWNTOWN WATERFRONT PRESERVATION - C-2
- WATER STREET EAST - C-2
- WATER STREET NORTH - C-1
- WATER STREET SOUTH - C-2

ZONING OVERLAYS

- HISTORIC DISTRICT
- Planned Unit Development

ADJACENT ZONING (GENERALIZED)

- AGRICULTURAL
- COMMERCIAL
- INDUSTRIAL
- OPEN SPACE
- RESIDENTIAL
- RIGHTOF WAY
- RURAL
- WATER

I HEREBY ATTEST THIS TO BE THE OFFICIAL ZONING MAP FOR THE CITY OF SAUGATUCK AS DESCRIBED IN SECTION 154-043 OF THE ZONING CODE.

Lauren Stanton

Lauren Stanton (Feb 6, 2024 15:12 EST)

CITY MAYOR

Jamie Wolters

CITY CLERK

ALLEGAN COUNTY GEOGRAPHIC INFORMATION SERVICES ASSUMES NO LIABILITY FOR RESULTS OR CONCLUSIONS DRAWN FROM THE USE OF THIS DATA.
MAP UPDATED JANUARY 9, 2024.

City Council Agenda Item Report

FROM: Ryan Heise

MEETING DATE: February 29, 2024

SUBJECT: Minor Revisions to Blue Star Trail Phase 2 Intergovernmental Agreement

DESCRIPTION:
On April 24, 2023, City Council approved a revised intergovernmental agreement for phase two design engineering for the development and continuation of the Blue Star Trail:

> Motion by Baldwin, second by Stanton to approve the revised Intergovernmental Agreement and the Phase 2 C2AE Contract, with staff returning to Council for approval to proceed with the Construction Management Phase. Appoint Councilmember Lewis as the liaison to the Council for trail design and construction, with member Leo remaining. Upon roll call vote, motion carried 6-1. Yays- Baldwin, Dean, Leo, Lewis, Muncey and Stanton. No- Gardner.

Saugatuck Township and the City of the Village of Douglas proposed two changes to the agreement:

1. A change to Section 4, which clarifies the City to be Saugatuck City and Township to be Saugatuck Township.
2. A change to Section 20, which relates to available remedies in the event of dispute.

City Council is asked to review the proposed revisions and consider approval so the agreement can be fully executed. A red line and clean copy are attached.

The requested revisions are reasonable, and staff recommends approval.

LEGAL REVIEW:
The City Attorney reviewed the proposed revisions.

SAMPLE MOTION:
Motion to **approve/deny** the revised Intergovernmental Agreement to retain engineering services for Phase 2 of the north section of the blue star trail.

INTERGOVERNMENTAL AGREEMENT
TO RETAIN ENGINEERING SERVICES FOR PHASE 2
THE NORTH SECTION OF THE BLUE STAR TRAIL

This INTERLOCAL AGREEMENT is entered into pursuant to Act 7 of PA 1967 (hereinafter defined), by and among Saugatuck Township, 3461 Blue Star Hwy. P.O. Box 100, Saugatuck, MI 49453, the City of Saugatuck, 102 Butler St., Saugatuck, MI 49453, and the City of the Village of Douglas, PO Box 757, 86 W. Center St., Douglas MI 49406-0757 (the "Municipalities"), each of them a "public agency" as defined in Act 7.

RECITALS

WHEREAS, the Friends of the Blue Star Trail (FOTBST) is a 501(c)(3) non-profit organization incorporated in the State of Michigan for the charitable purpose of advocating for the development and continuance of the Blue Star Trail from South Haven to Saugatuck ("Trail"); and

WHEREAS the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of Michigan, 1967, Ex. Sess., MCL 124.501 et seq. ("Act 7"), permits a public agency to exercise jointly with any other public agency any power, privilege, or authority which such public agencies share in common and which each might exercise separately; and

WHEREAS the Municipalities have supported the Trail and in 2019-20 each passed a Joint Resolution that reaffirmed their support for the Trail and for pursuing construction of the Trail through their territories (the "Project"), including creation of a Joint Tri-community Study Committee ("TCC"); and

WHEREAS the Municipalities desire to enter into an interlocal agreement, pursuant to Act 7, to jointly pursue the Project through the authority granted by Act 7.

WHEREAS each Municipality has the power, privilege and authority to perform various economic development and recreational activities and administrative functions supportive of economic development and recreational activities, and to enter into this Agreement.

WHEREAS the TCC has determined that it is necessary to retain the services of a professional engineering firm to advise it as to how best to proceed with the Project; and

WHEREAS the TCC identified a number of qualified engineering firms, obtained proposals from four firms, selected two finalists, checked their references, conducted interviews of the firms, selected Capital Consultants, Inc. ("C2AE"), and arranged for legal counsel to negotiate the form of a proposed contract with that firm; and

WHEREAS the parties and the FOTBST have agreed to pay the reasonable fees of C2AE related to the Project as set forth below; and

WHEREAS C2AE has provided a proposal for the Phase 2 engineering work for the Project and the Municipalities and the FOTBST desire to retain C2AE to complete Phase 2 engineering; and

WHEREAS each Municipality, pursuant to resolution of its governing body, is authorized to execute and deliver this Agreement.

CORE TERMS

NOW, THEREFORE, the parties agree as follows:

1. The Municipalities will all execute the phase 2 contract, attached, at a meeting of their respective governing body.
2. To minimize costs and the risk of miscommunication, the parties hereby designate Ryan Heise, Saugatuck City Manager, as their liaison for the project (the "Project Liaison"). The Project Liaison shall be principal contact for the engineering firm. The Project Liaison shall provide regular status reports on the project to the Project/Advisory Team, which consists of representatives of each municipality and the FOTBST. Further, the Project Liaison shall consult with the chief administrative officer (i.e. the municipal manager) for the municipality before making any material decisions regarding the design of a trail segment located in that municipality.
3. Any changes in the scope of work to be provided by C2AE under this contract must be approved in writing by the Project Liaison, in consultation with the Project/Advisory Team and the chief administrative officer for each municipality in which the affected portion of the trial is located. Further, each municipality is free to retain C2AE or another individual or entity to render additional services to it under a separate agreement.
4. The Municipalities and FOTBST agree to share in payment of C2AE's fees as follows:

Party	Commitment Toward Match	% of Total Commitment	Dollar Share for Phase 2
FOTBST	$205,000	77.3 %	$48,320
Saugatuck City	50,000	18.8	11,751
Saugatuck Township	10,000	3.7	2, 312

In addition, the Township has agreed to pay the fee for the archeological consultant to perform the services required by MDOT within the boundaries of the Township.

5. The parties expect to follow these procedures for dealing with C2AE's fees (6-12):

6. C2AE will break down its work into appropriate segments.

7. Prior to beginning work on the next segment, C2AE will provide a not-to-exceed estimate of its fee to the Project Liaison and to the FOTBST.

8. The Allegan County Community Foundation, as fiduciary to the FOTBST, will confirm in writing to the Project Liaison that it has sufficient funds on account to pay the fee for Phase 2.

9. The Project Liaison will authorize C2AE to commence work on the next segment absent an objection by a Municipality. Municipalities shall have ten (10) working days to object/challenge the scope of work/estimate prior to the start of each segment.

10. C2AE will issue monthly invoices according to the terms of its contract.

11. Upon approval by the Project Liaison and the FOTBST, the FOTBST will authorize the ACCF to pay the invoice from the FOTBST's account [or from a new account to be set up dedicated to the TCC Project].

12. Subject to the terms of the contract with C2AE, the Project Liaison, in consultation with the Project/Advisory Team, may determine to suspend or halt the work of C2AE at any time.

MISCELLANEOUS

13. Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter hereof, except as expressly stated herein.

14. No Presumption. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted.

15. Severability of Provisions. If any provision of this Agreement, or its application to any Person or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected but will be enforced to the extent permitted by law.

16. Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan without regard to the doctrine of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

17. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement. They are solely for convenience of reference and do not affect this Agreement's interpretation.

18. Terminology. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

19. Cross-References. References in this Agreement to any Article include all Sections, subsections, and paragraphs in the Article; references in this Agreement to any Section include all subsections and paragraphs in the Section.

20. Jurisdiction and Venue. ~~In the event of any dispute between the Parties over the meaning, interpretation or implementation of the terms, covenants or conditions of this Agreement, the matter under dispute, unless resolved between the parties, shall be submitted to the courts of the State of Michigan.~~ All claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for nonbinding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. Any party hereto may initiate mediation within the time allowed for filing per State law and the parties hereto agree to fully cooperate and participate in good faith to resolve dispute(s). The Cost of mediation shall be shared equally by the parties involved. If mediation fails to resolve the claim or dispute, the matter shall be submitted to a court of competent jurisdiction.

21. Amendment. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement of all Parties. In the event that an amendment to this Agreement or alternative form of Agreement is approved by less than all Parties, any Party which has not approved of the amendment or alternative form of Agreement may withdraw from the Agreement.

22. Execution of Agreement; Counterparts. Each Party shall duly execute three (3) counterparts of this Agreement, each of which (taken together) is an original but all of which constitute one instrument.

IN WITNESS WHEREOF, this Agreement is executed by each Party on the date hereafter set forth.

CITY OF THE VILLAGE OF DOUGLAS

By:_____

Its: _____

DATE: _____

CITY OF SAUGATUCK

By:_____

Its: _____

DATE: _____

SAUGATUCK TOWNSHIP

By:_____

Its: _____

DATE: _____

INTERGOVERNMENTAL AGREEMENT
TO RETAIN ENGINEERING SERVICES FOR PHASE 2
THE NORTH SECTION OF THE BLUE STAR TRAIL

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WHEREAS the Municipalities desire to enter into an interlocal agreement, pursuant to Act 7, to jointly pursue the Project through the authority granted by Act 7.

WHEREAS each Municipality has the power, privilege and authority to perform various economic development and recreational activities and administrative functions supportive of economic development and recreational activities, and to enter into this Agreement.

WHEREAS the TCC has determined that it is necessary to retain the services of a professional engineering firm to advise it as to how best to proceed with the Project; and

WHEREAS the TCC identified a number of qualified engineering firms, obtained proposals from four firms, selected two finalists, checked their references, conducted interviews of the firms, selected Capital Consultants, Inc. ("C2AE"), and arranged for legal counsel to negotiate the form of a proposed contract with that firm; and

WHEREAS the parties and the FOTBST have agreed to pay the reasonable fees of C2AE related to the Project as set forth below; and

WHEREAS C2AE has provided a proposal for the Phase 2 engineering work for the Project and the Municipalities and the FOTBST desire to retain C2AE to complete Phase 2 engineering; and

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CORE TERMS

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In addition, the Township has agreed to pay the fee for the archeological consultant to perform the services required by MDOT within the boundaries of the Township.

5. The parties expect to follow these procedures for dealing with C2AE's fees (6-12):

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IN WITNESS WHEREOF, this Agreement is executed by each Party on the date hereafter set forth.

CITY OF THE VILLAGE OF DOUGLAS

By:_____

Its: _____

DATE: _____

CITY OF SAUGATUCK

By:_____

Its: _____

DATE: _____

SAUGATUCK TOWNSHIP

By:_____

Its: _____

DATE: _____

City Council Agenda Item Report

FROM: Ryan Cummins – Director of Planning and Zoning

MEETING DATE: 2/29/2024

SUBJECT: GROW Estate, LLC – 650 Water - Right of Way Signage Request

DESCRIPTION:
Alec Payleitner, owner of GROW Estate, LLC has submitted a request to install a freestanding sign in the right of way at 650 Water Street. The signage is for a new restaurant and will be replacing an existing sign in the same location.

The zoning ordinance requires the following:

> 154.141(L)(2) Any new permanent signs within the public right-of-way shall obtain City Council approval prior to erection. Signs shall not create a traffic vision obstruction, pedestrian traffic obstruction, or prevent the general accepted use of the public right-of-way.

Attached is a Revocable License Agreement that would allow for GROW Estate LLC to have a freestanding sign that encroaches into the City right of way.

BUDGET ACTION REQUIRED:
N/A

COMMITTEE/COMMISSION REVIEW:
The Planning Commission approved the site plan with a condition that the signage receive administrative approval.

The Historic District Commission reviewed and approved the signage.

LEGAL REVIEW:
The City Attorney reviewed revocable license agreement language for signs in the public right of way.

SAMPLE MOTION:
Motion to **approve/deny** the Revocable License Agreement for a sign in the public right-of-way for GROW Estate, LLC.

REVOCABLE LICENSE AGREEMENT

REGARDING SIGN IN THE RIGHT-OF-WAY

THIS AGREEMENT is made this _____ day of _____, 2024, between the CITY OF SAUGATUCK (the "**City**") a Michigan municipal corporation located in Allegan County, Michigan, and GROW Estate LLC, a Michigan limited liability company with leasehold interest in real property commonly known as 650 Water Street, Saugatuck MI 49453, P.P. No. 57-300-029-00 (the "**Licensee**").

Recitals

A. Licensee has leasehold interest in real property located at 650 Water Street in the City, further described as P.P. No. 57-300-029-00 (the "**Property**").

B. A public right-of-way owned and controlled by the City crosses the Property as shown on the sketch map attached as Exhibit A and incorporated by reference.

C. Licensee desires to install an approximately twenty square foot freestanding sign in the City's right-of-way (the "**Encroachment**"). Licensee seeks a license in order to install the Encroachment.

D. Licensee will insure and maintain the Encroachment within and immediately adjacent to the public right-of-way for Water Street as hereinafter described.

E. The City is amenable to granting a revocable license to Licensee for the installation and maintenance of the Encroachment within the right-of-way for Water Street, subject to terms of this Agreement.

Agreement

1. The City hereby grants to Licensee a revocable license for the Encroachment for the purpose of installing and maintaining the Encroachment in the precise location shown on Exhibit A subject to the terms of this Agreement. The Encroachment shall be as depicted on attached Exhibit A, which is incorporated by reference.

2. The Encroachment shall meet all requirements of the City of Saugatuck Code including, without limitation, any historic district requirements.

3. Licensee shall maintain the Encroachment in the public right-of-way in good condition at all times, and in compliance with all applicable laws and regulations of the City, County and State of Michigan.

4. Licensee shall indemnify and hold harmless the City, and its officers, agents, and employees, from any and all claims, demands, or suits by any person or entity for damages, injuries, or losses in any way connected or arising out of the placement, maintenance, existence or use of the Encroachment. The provisions of this section shall survive any termination of this Agreement.

5. Licensee shall obtain and maintain general liability insurance in a form and amount satisfactory to the City for the Encroachment at all times that this Agreement is in effect and the City shall be named as an additional insured on any such policy.

6. The placement of the Encroachment in no way creates any title, claim of right, or other property rights or interest for Licensee in any public right-of-way.

7. The license granted to the Licensee and this Agreement shall not be assigned or otherwise transferred by Licensee to any other person or business entity without the City's prior written approval.

8. The license granted by this Agreement shall be revocable at the will of the City, with or without cause, by the City giving Licensee or its successor thirty (30) days written notice of intent to revoke. Upon written notice to Licensee or its successor, mailed by regular mail to PO Box 841, Saugatuck, MI 49453, Licensee or its successor shall immediately remove the Encroachment and discontinue placing anything in the City right-of-way. The area where the Encroachment was removed shall be returned to its previous condition by the Licensee at no cost to the City.

9. At the time of execution of this Revocable License Agreement, Licensee shall pay to the City the cost of preparation of this Agreement.

In witness whereof, the parties have caused this Agreement to be executed on the date first set forth above.

CITY OF SAUGATUCK, a municipal corporation

By: _____

_____

Its: _____

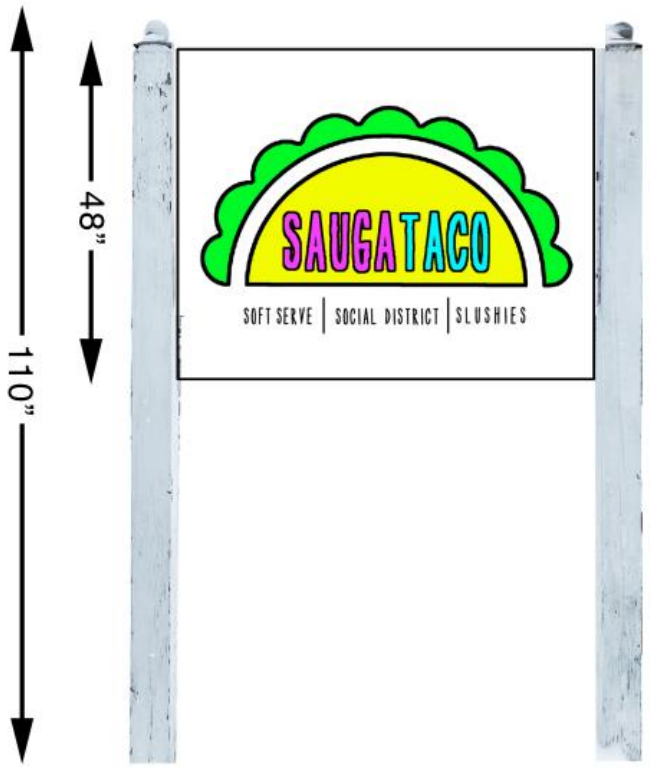
_____, a _____

By: _____

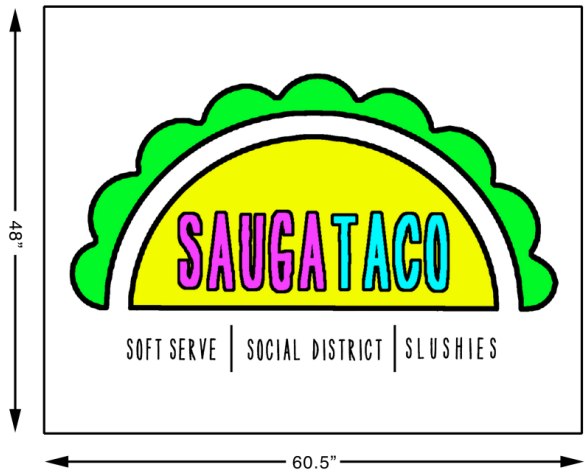
_____

Its: _____

Exhibit A



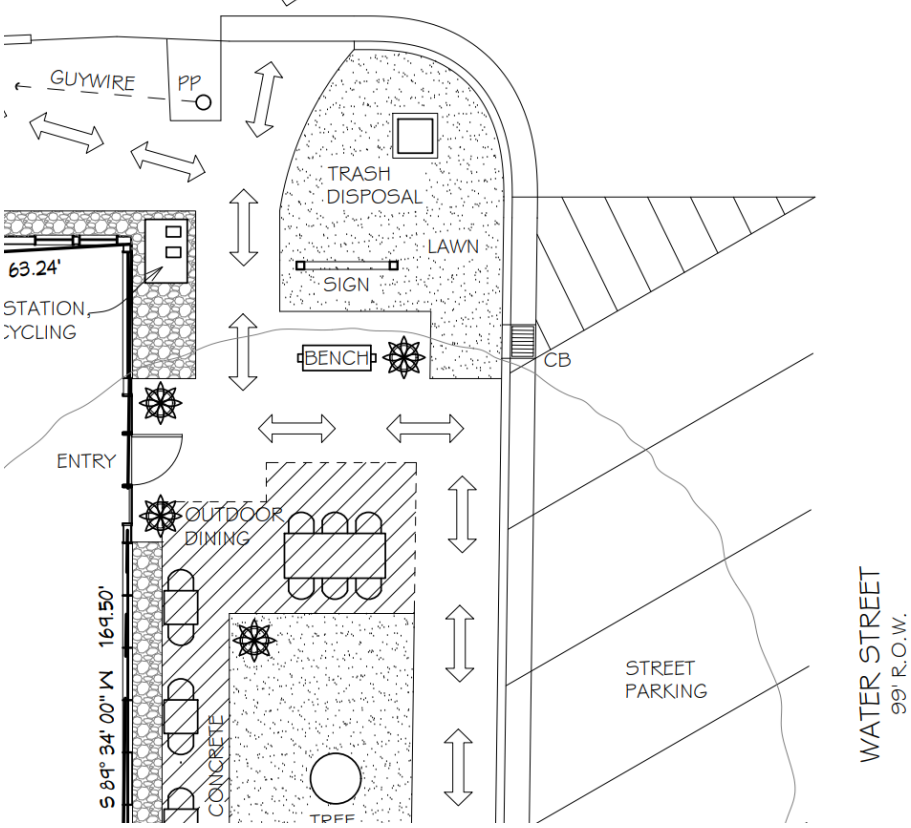
650 Water Street | Proposed Sign Design



***Color palette is subject to minor changes.

(Scale = 1:8)

(Scale = 1:20)



City Council Agenda Item Report

FROM: Ryan Cummins – Director of Planning and Zoning

MEETING DATE: 2/29/2024

SUBJECT: Sidewalk Seating Request – 650 Water - GROW Estate LLC

DESCRIPTION:
Alec Payleitner, owner of GROW Estate, LLC, has submitted a request to place 6 tables (of a size to seat two persons), 1 table (of a size to seat six persons), 18 chairs, 1 sanitation station for waste and recycling collection, and 4 planters within and on the public sidewalk adjoining the property at 650 Water Street, to be utilized in conjunction with a new restaurant. The seating will only be on the east side of the building. Mr. Payleitner advised they are not pursuing seating on the north side of the building for 2024.

Attached is a Revocable License Agreement that would allow for GROW Estate LLC to have temporary restaurant seating in the public right-of-way until November 1, 2029. It is of note the seating must still be removed seasonally from November 1 to April 1.

BUDGET ACTION REQUIRED:
N/A

COMMITTEE/COMMISSION REVIEW:
The Planning Commission and Historic District Commission have both reviewed the request and approved.

LEGAL REVIEW:
The City Attorney reviewed revocable license agreement language for restaurant seating in the public right of way.

SAMPLE MOTION:
Motion to **approve/deny** the Revocable License Agreement for temporary restaurant seating in the public right-of-way for GROW Estate, LLC.

REVOCABLE LICENSE AGREEMENT

FOR RESTAURANT SEATING IN THE PUBLIC RIGHT OF WAY

THIS AGREEMENT is made this __ day of _____, 2024, by and between the CITY OF SAUGATUCK, (hereinafter "City") a municipal corporation located in Allegan County, Michigan; and GROW Estate LLC, (hereinafter "Licensee").

Recitals

A. Licensee has leasehold interest in real property located at 650 Water Street, in the City of Saugatuck, further described as PP No. 03-57-300-029-00. A restaurant is operated on the property.

B. Licensee desires to place 6 tables (of a size to seat two persons), 1 table (of a size to seat six persons), 18 chairs, 1 sanitation station for waste and recycling collection, and 4 planters within and on the public sidewalk adjoining the property, to be utilized in conjunction with the restaurant.

C. The public sidewalk is under the control and jurisdiction of the City and the City is amenable to granting a revocable license to Licensee for the purposes described herein, subject to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, it is agreed as follows:

Agreement

1. The parties affirm that the recitals set forth above are correct, form an integral part of this Agreement and are incorporated by reference.

2. The City grants to the Licensee, and the Licensee accepts from the City, a non-exclusive, revocable license to place and utilize the number of tables and chairs set forth above within and on the public sidewalk directly adjacent to the Licensee's property, in the precise location shown on the attached sketch plan, marked as Exhibit A (the "Licensed Premises") subject to the terms and conditions of this Agreement. Without limiting the foregoing, the placement and use of the seating and tables shall not obstruct or interfere with a five (5) foot wide path on the improved sidewalk, which path shall be continuously maintained for pedestrian travel.

3. The Licensee acknowledges and agrees that Licensee has inspected the Licensed Premises and has determined such premises to be in a satisfactory condition and that the Licensee's entry upon and use of the Licensed Premises constitutes acceptance of the Licensed Premises on an "as is" basis. The City makes no representations or warranties as to the condition of the public right-of-way, the suitability of the use of the Licensed Premises proposed by Licensee, or any physical or other condition. The City will have no liability or responsibility for upkeep, maintenance, or any other action

with regard to personal property located on the Licensed Premises or the Licensed Premises as a result of this Agreement. Licensee will comply with all applicable ordinances, laws, and regulations governing the same and will keep personal property placed thereon in neat and clean condition, reasonable wear and tear excepted.

4. This Agreement is subject, without limitation, to the following general restrictions:

   A. The use of the personal property on the Licensed Premises shall not be conducted in such a way as to become a public nuisance; and Licensee's use of the Licensed Premises shall not interfere with traffic or circulation on any adjoining streets, alleys, sidewalks or public open-space areas.

   B. The Licensee is responsible for maintaining, in a clean and safe condition, the personal property as well as the Licensed Premises.

   C. The personal property shall only be located in that area expressly designated on Exhibit A.

5. This Agreement shall not authorize the use or placement of any other personal property within or on the Licensed Premises, including, but not limited, to signage, fencing, trash cans, service stations, or features except those items referenced in Recital B above.

6. The Licensee shall 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 use or placement of the tables and chairs within and on the public sidewalks or from the City's permitting the Licensee to install and maintain such encroachment, regardless of whether the Licensee or any of its officers, employees, or agents are negligent. The obligations of the Licensee under this paragraph shall survive the termination of this Agreement for a period of three years.

7. The license granted by this Agreement shall expire on November 1, 2029. Notwithstanding the foregoing, the license granted by this Agreement shall be revocable at the will of the City, with or without cause, by the City giving Licensee 15 days written notice of intent to revoke. Upon written notice to Licensee, mailed by regular mail to the Licensee at the property Licensee's address of record (PO Box 841, Saugatuck, MI 49453), Licensee shall forthwith remove the tables, chairs and rope barrier from within the City right-of-way. In the event the license is revoked, neither Licensee nor its successors or assigns shall be entitled to any compensation.

8. Any food service shall conform to applicable local, county, state, and federal laws, regulations, licensing requirements, and standards, subject to any limits imposed in this license.

9. The Licensee shall obtain, continuously maintain for the duration of this Agreement, and provide the City prior to execution of this Agreement, and from time to time thereafter, with proof acceptable to the City Manager of commercial general liability insurance coverage, naming the City as an additional insured party. Such insurance shall have an initial limit of $1,000,000 per occurrence and $2,000,000 general aggregate. Said insurance must contain comprehensive coverage to insure against any and all claims arising out of or attributable to the encroachment of the tables and chairs into the Licensed Premises or other public right-of-way, regardless of whether the Licensee or any of its officers, employees, or agents are negligent in any manner. 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 material change in coverage of the insurance policy provided. If the Licensee fails to maintain the required insurance in force, the City may, at its option, obtain such insurance at its own expense and bill the costs of the same to the Licensee, which costs the Licensee agrees to promptly pay.

10. In no event shall the City be responsible for loss or damage to improvements or personal property owned by the Licensee or its invitees or employees and located on the Licensed Premises, which are caused by fire, theft, loss, vandalism or other casualty.

11. The failure of either party to enforce any covenant or condition of this Agreement shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this License. No provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing.

12. Licensee acknowledges and agrees that the City is the owner of the Licensed Premises, that the license granted under this Agreement involves the permission to enter and use property which is a public right of way, that the public's rights are paramount, and that the Licensee's use under this license may not interfere with the public's rights to the reasonable use of the Licensed Premises. Licensee further acknowledges that its use of the Licensed Premises does not constitute any title, claim of right, or other interest in the Licensed Premises.

13. Violations of a term of this Agreement by Licensee shall result in the suspension of Licensee's rights hereunder with 24-hour notice to Licensee.

14. This license is personal with the Licensee and does not run with the land. This license shall not be assigned or transferred in any manner by the Licensee to any other person or business entity. The City, in its sole discretion, may authorize the assignment or transfer of this license to a third party by amendment to this Agreement or by a separate license agreement.

In witness whereof, the parties have caused this Agreement to be executed on the date first set forth above.

CITY OF SAUGATUCK, a municipal corporation

By: _____

_____

Its: _____

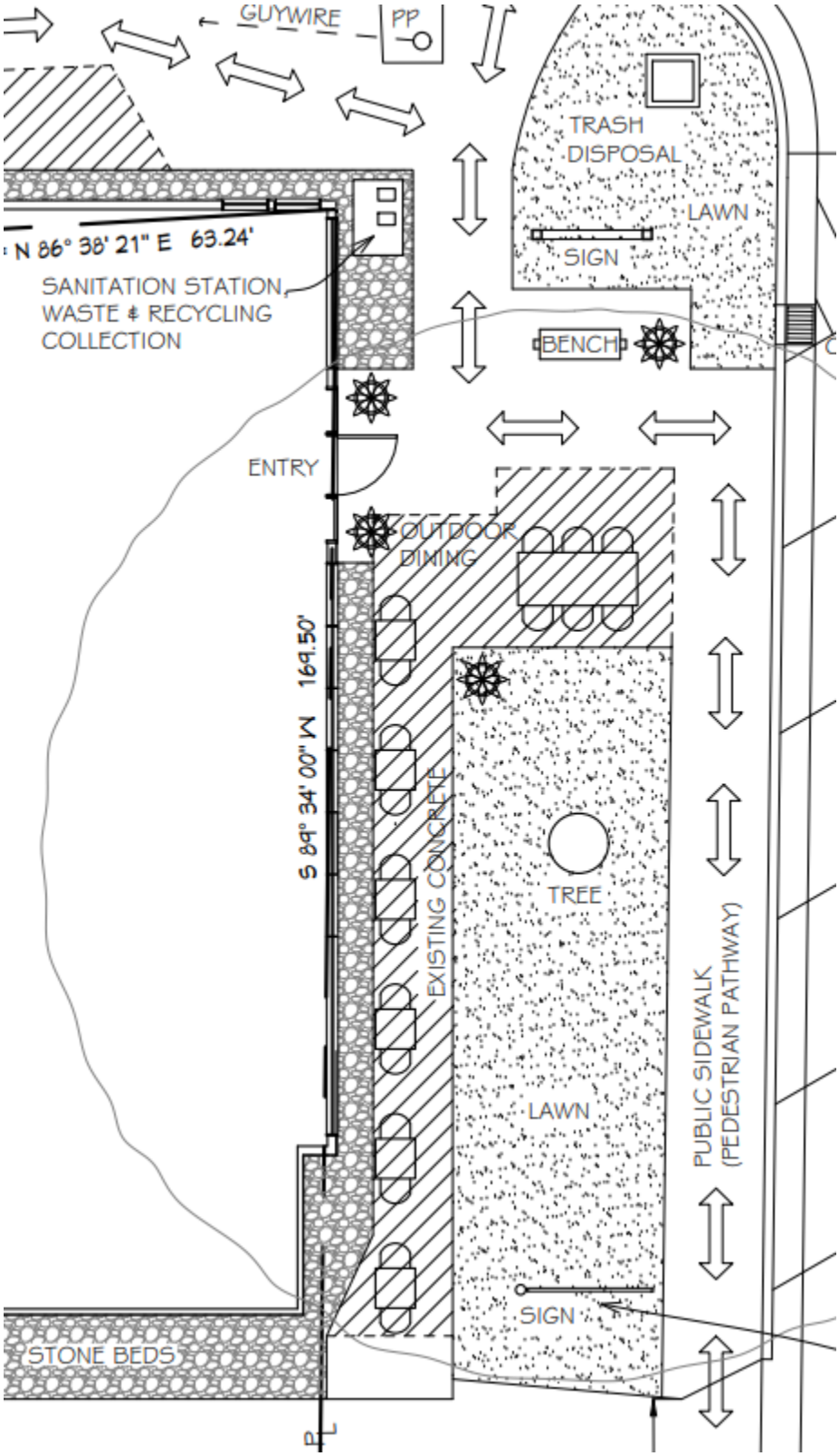
_____, a _____

By: _____

_____

Its: _____

EXHIBIT A


GUYWIRE
PP
TRASH
DISPOSAL
LAWN
SIGN
N 86° 38' 21" E 63.24'
SANITATION STATION,
WASTE & RECYCLING
COLLECTION
BENCH
ENTRY
OUTDOOR
DINING
S 89° 34' 00" W 169.50'
EXISTING CONCRETE
TREE
LAWN
PUBLIC SIDEWALK
(PEDESTRIAN PATHWAY)
SIGN
STONE BEDS
P.L.

City Council Agenda Item Report

FROM: Ryan Cummins – Director of Planning and Zoning

MEETING DATE: 2/29/2024

SUBJECT: Sidewalk Seating Request – Scooters Café & Pizzeria

DESCRIPTION:
Charles Myers, managing partner of Scooters Café and Pizzeria, is requesting the placement of 2 tables (of a size to seat two persons), 2 tables (of a size to seat four persons), and 16 chairs on the public sidewalk adjoining the property. Scooters Café and Pizzeria received zoning approval for this seating in 2015, and no changes are proposed.

Attached is a five-year Revocable License Agreement that would allow for Scooters Café and Pizzeria to have temporary restaurant seating in the public right-of-way until November 1, 2029. It is of note, that while approval is granted until November 1, 2029, the seating must still be removed seasonally from November 1 to April 1.

BUDGET ACTION REQUIRED:
N/A

COMMITTEE/COMMISSION REVIEW:
The Planning Commission approved the sidewalk seating in 2015.

LEGAL REVIEW:
The City Attorney reviewed revocable license agreement language for restaurant seating in the public right of way.

SAMPLE MOTION:
Motion to **approve/deny** the Revocable License Agreement for temporary restaurant seating in the public right-of-way for Scooters Café & Pizzeria LLC.

REVOCABLE LICENSE AGREEMENT

FOR RESTAURANT SEATING IN THE PUBLIC RIGHT OF WAY

THIS AGREEMENT is made this __ day of _____, 2024, by and between the CITY OF SAUGATUCK, (hereinafter "City") a municipal corporation located in Allegan County, Michigan; and Scooters Café & Pizzeria LLC, (hereinafter "Licensee").

Recitals

A. Licensee has leasehold interest in real property located at 322 Culver Street, in the City of Saugatuck, further described as PP No. 03-57-300-195-00. A restaurant is operated on the property.

B. Licensee desires to place 2 tables (of a size to seat two persons), 2 tables (of a size to seat four persons), and 16 chairs on the public sidewalk adjoining the property, to be utilized in conjunction with the restaurant.

C. The public sidewalk is under the control and jurisdiction of the City and the City is amenable to granting a revocable license to Licensee for the purposes described herein, subject to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, it is agreed as follows:

Agreement

1. The parties affirm that the recitals set forth above are correct, form an integral part of this Agreement and are incorporated by reference.

2. The City grants to the Licensee, and the Licensee accepts from the City, a non-exclusive, revocable license to place and utilize the number of tables and chairs set forth above within and on the public sidewalk directly adjacent to the Licensee's property, in the precise location shown on the attached sketch plan, marked as Exhibit A (the "Licensed Premises") subject to the terms and conditions of this Agreement. Without limiting the foregoing, the placement and use of the seating and tables shall not obstruct or interfere with a five (5) foot wide path on the improved sidewalk, which path shall be continuously maintained for pedestrian travel.

3. The Licensee acknowledges and agrees that Licensee has inspected the Licensed Premises and has determined such premises to be in a satisfactory condition and that the Licensee's entry upon and use of the Licensed Premises constitutes acceptance of the Licensed Premises on an "as is" basis. The City makes no representations or warranties as to the condition of the public right-of-way, the suitability of the use of the Licensed Premises proposed by Licensee, or any physical or other condition. The City will have no liability or responsibility for upkeep, maintenance, or any other action with regard to personal property located on the Licensed Premises or the Licensed

Premises as a result of this Agreement. Licensee will comply with all applicable ordinances, laws, and regulations governing the same and will keep personal property placed thereon in neat and clean condition, reasonable wear and tear excepted.

4. This Agreement is subject, without limitation, to the following general restrictions:

   A. The use of the personal property on the Licensed Premises shall not be conducted in such a way as to become a public nuisance; and Licensee's use of the Licensed Premises shall not interfere with traffic or circulation on any adjoining streets, alleys, sidewalks or public open-space areas.

   B. The Licensee is responsible for maintaining, in a clean and safe condition, the personal property as well as the Licensed Premises.

   C. The personal property shall only be located in that area expressly designated on Exhibit A.

5. This Agreement shall not authorize the use or placement of any other personal property within or on the Licensed Premises, including, but not limited, to signage, fencing, trash cans, service stations, or features except those items referenced in Recital B above.

6. The Licensee shall 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 use or placement of the tables and chairs within and on the public sidewalks or from the City's permitting the Licensee to install and maintain such encroachment, regardless of whether the Licensee or any of its officers, employees, or agents are negligent. The obligations of the Licensee under this paragraph shall survive the termination of this Agreement for a period of three years.

7. The license granted by this Agreement shall expire on November 1, 2029. Notwithstanding the foregoing, the license granted by this Agreement shall be revocable at the will of the City, with or without cause, by the City giving Licensee 15 days written notice of intent to revoke. Upon written notice to Licensee, mailed by regular mail to the Licensee at the property Licensee's address of record (6189 Bayou Trail, Saugatuck, MI 49453), Licensee shall forthwith remove the tables and chairs from within the City right-of-way. In the event the license is revoked, neither Licensee nor its successors or assigns shall be entitled to any compensation.

8. Any food service shall conform to applicable local, county, state, and federal laws, regulations, licensing requirements, and standards, subject to any limits imposed in this license.

9. The Licensee shall obtain, continuously maintain for the duration of this Agreement, and provide the City prior to execution of this Agreement, and from time to time

thereafter, with proof acceptable to the City Manager of commercial general liability insurance coverage, naming the City as an additional insured party. Such insurance shall have an initial limit of $1,000,000 per occurrence and $2,000,000 general aggregate. Said insurance must contain comprehensive coverage to insure against any and all claims arising out of or attributable to the encroachment of the tables and chairs into the Licensed Premises or other public right-of-way, regardless of whether the Licensee or any of its officers, employees, or agents are negligent in any manner. 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 material change in coverage of the insurance policy provided. If the Licensee fails to maintain the required insurance in force, the City may, at its option, obtain such insurance at its own expense and bill the costs of the same to the Licensee, which costs the Licensee agrees to promptly pay.

10. In no event shall the City be responsible for loss or damage to improvements or personal property owned by the Licensee or its invitees or employees and located on the Licensed Premises, which are caused by fire, theft, loss, vandalism or other casualty.

11. The failure of either party to enforce any covenant or condition of this Agreement shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this License. No provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing.

12. Licensee acknowledges and agrees that the City is the owner of the Licensed Premises, that the license granted under this Agreement involves the permission to enter and use property which is a public right of way, that the public's rights are paramount, and that the Licensee's use under this license may not interfere with the public's rights to the reasonable use of the Licensed Premises. Licensee further acknowledges that its use of the Licensed Premises does not constitute any title, claim of right, or other interest in the Licensed Premises.

13. Violations of a term of this Agreement by Licensee shall result in the suspension of Licensee’s rights hereunder with 24-hour notice to Licensee.

14. This license is personal with the Licensee and does not run with the land. This license shall not be assigned or transferred in any manner by the Licensee to any other person or business entity. The City, in its sole discretion, may authorize the assignment or transfer of this license to a third party by amendment to this Agreement or by a separate license agreement.

In witness whereof, the parties have caused this Agreement to be executed on the date first set forth above.

CITY OF SAUGATUCK, a municipal corporation

By: _____

_____

Its: _____

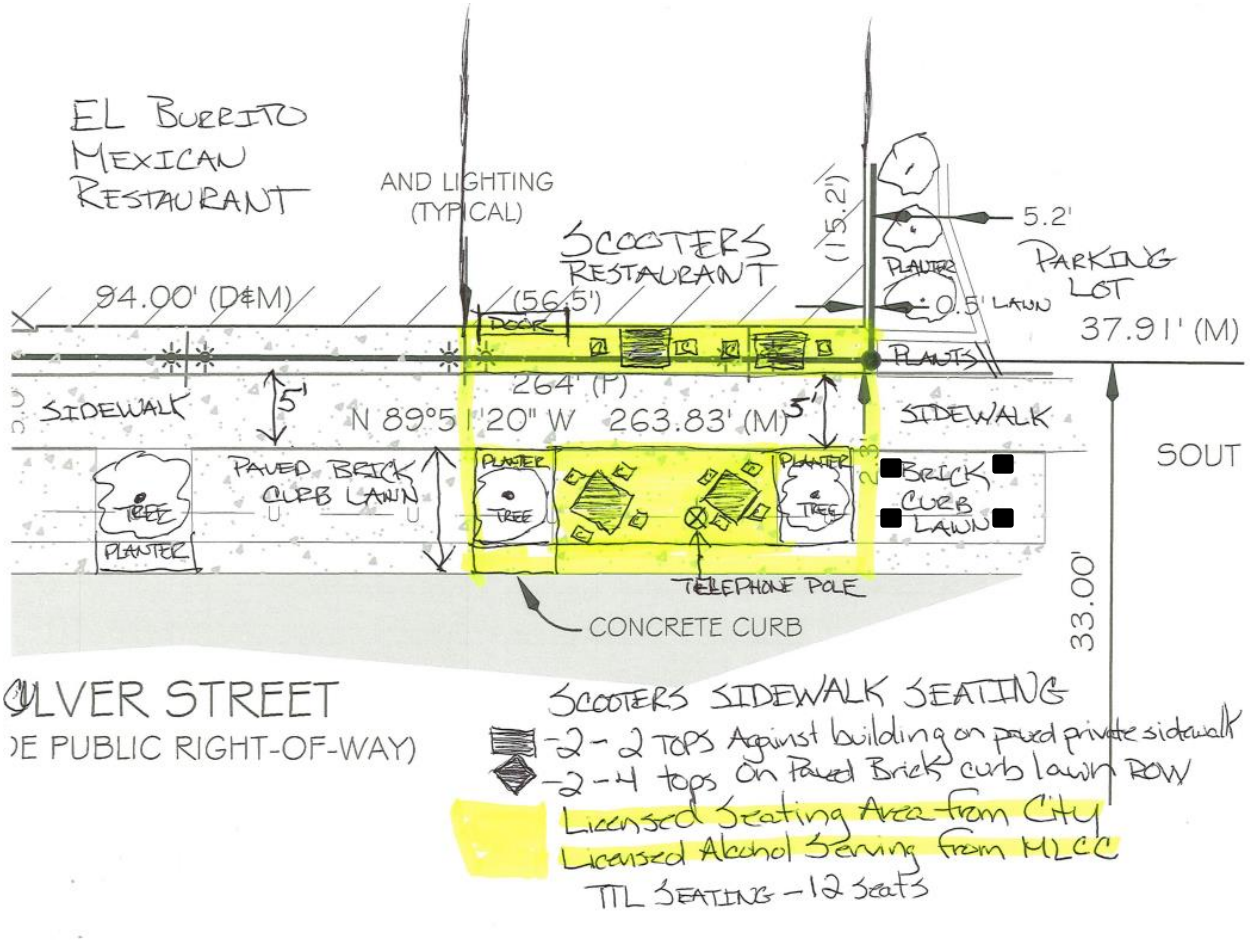
_____, a _____

By: _____

_____

Its: _____

EXHIBIT A


EL BURRITO MEXICAN RESTAURANT
AND LIGHTING (TYPICAL)
SCOOTERS RESTAURANT
(15.2')
5.2'
PARKING LOT
PLANTER
0.5' LAWN
94.00' (D&M)
(56.5')
DOORS
37.91' (M)
PLANTS
264' (P)
SIDEWALK
5'
N 89°51'20" W 263.83' (M)
5'
SIDEWALK
SOUT
PAVED BRICK CURB LAWN
PLANTER
TREE
PLANTER
TREE
PLANTER
TREE
BRICK CURB LAWN
TELEPHONE POLE
CONCRETE CURB
33.00'
LVER STREET
E PUBLIC RIGHT-OF-WAY)
SCOOTERS SIDEWALK SEATING
-2 - 2 TOPS Against building on paved private sidewalk
-2 - 4 tops On Paved Brick curb lawn ROW
Licensed Seating Area from City
Licensed Alcohol Serving from MLCC
TTL SEATING - 12 Seats

City Council Agenda Item Report

FROM: Ryan Cummins – Director of Planning and Zoning

MEETING DATE: 2/29/2024

SUBJECT: Sidewalk Seating Request – 311 Water - Boardwalk Cafe

DESCRIPTION:
Ehran Kara, owner of Boardwalk Café (Boardwalk Café LLC), has submitted a request to place six picnic tables on the public sidewalk adjoining the property. Boardwalk Café has previously placed picnic tables on the sidewalk in this area.

Attached is a five-year Revocable License Agreement that would allow for Boardwalk Café to have temporary restaurant seating in the public right-of-way until November 1, 2029. It is of note the seating must still be removed seasonally from November 1 to April 1.

BUDGET ACTION REQUIRED:
N/A

COMMITTEE/COMMISSION REVIEW:
The Planning Commission and Historic District Commission both reviewed the request and approved as presented.

LEGAL REVIEW:
The City Attorney reviewed revocable license agreement language for restaurant seating in the public right of way.

SAMPLE MOTION:
Motion to **approve/deny** the Revocable License Agreement for temporary restaurant seating in the public right-of-way for Boardwalk Café (Boardwalk Café LLC).

REVOCABLE LICENSE AGREEMENT

FOR RESTAURANT SEATING IN THE PUBLIC RIGHT OF WAY

THIS AGREEMENT is made this __ day of _____, 2024, by and between the CITY OF SAUGATUCK, (hereinafter "City") a municipal corporation located in Allegan County, Michigan; and Boardwalk Café (Boardwalk Café LLC), (hereinafter "Licensee").

Recitals

A. Licensee has leasehold interest in real property located at 311 Water Street, in the City of Saugatuck, further described as PP No. 03-57-300-103-00. A restaurant is operated on the property.

B. Licensee desires to place 6 picnic tables within and on the public sidewalk adjoining the property, to be utilized in conjunction with the restaurant.

C. The public sidewalk is under the control and jurisdiction of the City and the City is amenable to granting a revocable license to Licensee for the purposes described herein, subject to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, it is agreed as follows:

Agreement

1. The parties affirm that the recitals set forth above are correct, form an integral part of this Agreement and are incorporated by reference.

2. The City grants to the Licensee, and the Licensee accepts from the City, a non-exclusive, revocable license to place and utilize the number of tables and chairs set forth above within and on the public sidewalk directly adjacent to the Licensee's property, in the precise location shown on the attached sketch plan, marked as Exhibit A (the "Licensed Premises") subject to the terms and conditions of this Agreement. Without limiting the foregoing, the placement and use of the seating and tables shall not obstruct or interfere with a five (5) foot wide path on the improved sidewalk, which path shall be continuously maintained for pedestrian travel.

3. The Licensee acknowledges and agrees that Licensee has inspected the Licensed Premises and has determined such premises to be in a satisfactory condition and that the Licensee's entry upon and use of the Licensed Premises constitutes acceptance of the Licensed Premises on an "as is" basis. The City makes no representations or warranties as to the condition of the public right-of-way, the suitability of the use of the Licensed Premises proposed by Licensee, or any physical or other condition. The City will have no liability or responsibility for upkeep, maintenance, or any other action with regard to personal property located on the Licensed Premises or the Licensed Premises as a result of this Agreement. Licensee will comply with all applicable

ordinances, laws, and regulations governing the same and will keep personal property placed thereon in neat and clean condition, reasonable wear and tear excepted.

4. This Agreement is subject, without limitation, to the following general restrictions:

   A. The use of the personal property on the Licensed Premises shall not be conducted in such a way as to become a public nuisance; and Licensee's use of the Licensed Premises shall not interfere with traffic or circulation on any adjoining streets, alleys, sidewalks or public open-space areas.

   B. The Licensee is responsible for maintaining, in a clean and safe condition, the personal property as well as the Licensed Premises.

   C. The personal property shall only be located in that area expressly designated on Exhibit A.

5. This Agreement shall not authorize the use or placement of any other personal property within or on the Licensed Premises, including, but not limited, to signage, fencing, trash cans, service stations, or features except those items referenced in Recital B above.

6. The Licensee shall 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 use or placement of the tables and chairs within and on the public sidewalks or from the City's permitting the Licensee to install and maintain such encroachment, regardless of whether the Licensee or any of its officers, employees, or agents are negligent. The obligations of the Licensee under this paragraph shall survive the termination of this Agreement for a period of three years.

7. The license granted by this Agreement shall expire on November 1, 2029. Notwithstanding the foregoing, the license granted by this Agreement shall be revocable at the will of the City, with or without cause, by the City giving Licensee 15 days written notice of intent to revoke. Upon written notice to Licensee, mailed by regular mail to the Licensee at the property Licensee's address of record (PO Box 1121, Saugatuck, MI 49453), Licensee shall forthwith remove the tables and chairs from within the City right-of-way. In the event the license is revoked, neither Licensee nor its successors or assigns shall be entitled to any compensation

8. Any food service shall conform to applicable local, county, state, and federal laws, regulations, licensing requirements, and standards, subject to any limits imposed in this license.

9. The Licensee shall obtain, continuously maintain for the duration of this Agreement, and provide the City prior to execution of this Agreement, and from time to time thereafter, with proof acceptable to the City Manager of commercial general liability

insurance coverage, naming the City as an additional insured party. Such insurance shall have an initial limit of $1,000,000 per occurrence and $2,000,000 general aggregate. Said insurance must contain comprehensive coverage to insure against any and all claims arising out of or attributable to the encroachment of the tables and chairs into the Licensed Premises or other public right-of-way, regardless of whether the Licensee or any of its officers, employees, or agents are negligent in any manner. 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 material change in coverage of the insurance policy provided. If the Licensee fails to maintain the required insurance in force, the City may, at its option, obtain such insurance at its own expense and bill the costs of the same to the Licensee, which costs the Licensee agrees to promptly pay.

10. In no event shall the City be responsible for loss or damage to improvements or personal property owned by the Licensee or its invitees or employees and located on the Licensed Premises, which are caused by fire, theft, loss, vandalism or other casualty.

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In witness whereof, the parties have caused this Agreement to be executed on the date first set forth above.

CITY OF SAUGATUCK, a municipal corporation

By: _____

_____

Its: _____

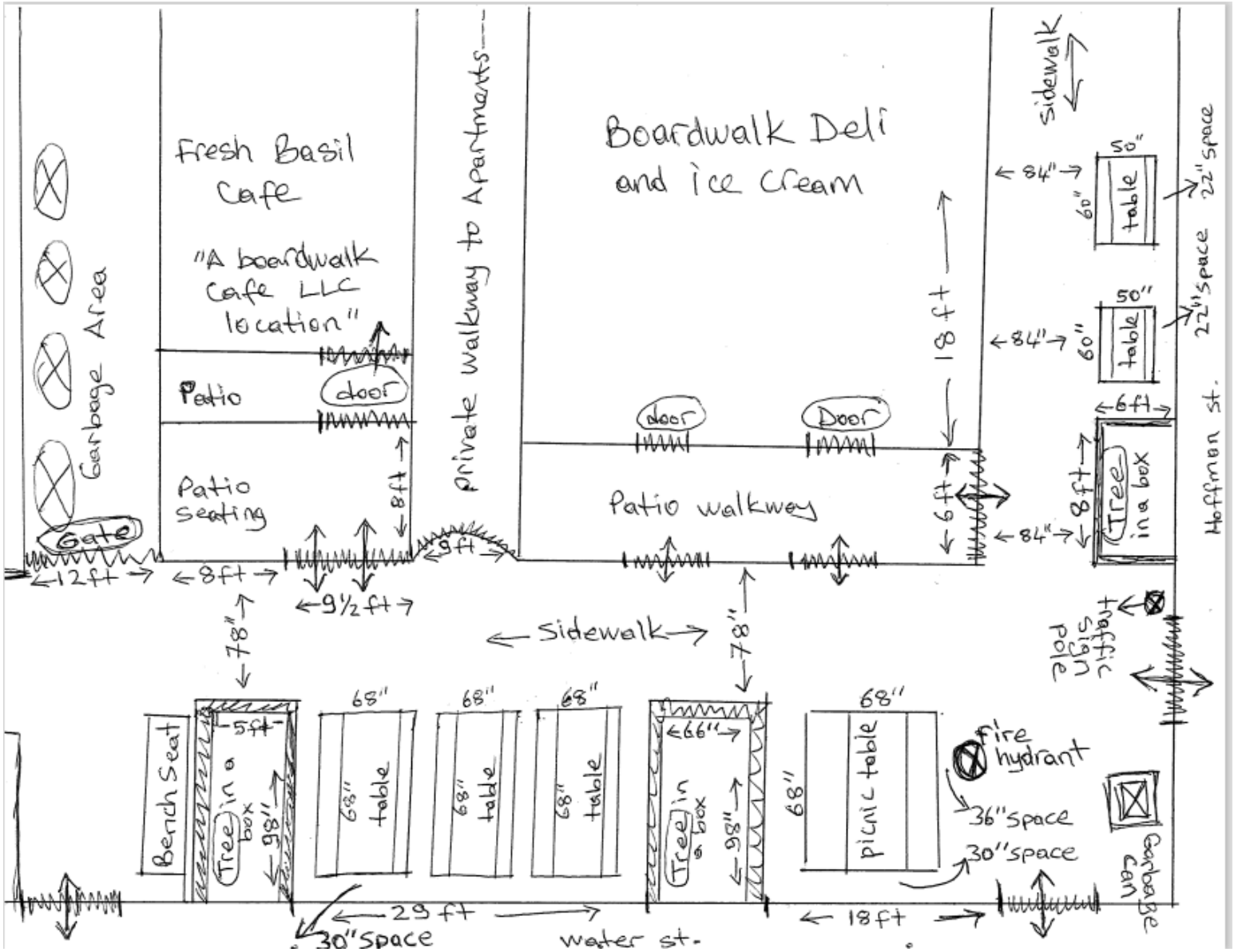
_____, a _____

By: _____

_____

Its: _____

EXHIBIT A


Fresh Basil Cafe
"A boardwalk cafe LLC location"
Patio
door
Patio seating
Gate
Garbage Area
12ft
8ft
9½ft
8ft
9ft
private walkway to Apartments
Boardwalk Deli and ice Cream
door
Door
Patio walkway
18ft
6ft
sidewalk
84"
50"
60"
table
22" space
6ft
8ft
Tree in a box
Hoffman st.
traffic sign pole
Sidewalk
78"
78"
Bench Seat
5ft
Tree in a box
98"
68"
table
66"
picnic table
fire hydrant
36" space
30" space
Garbage Can
29 ft
30" space
water st.
18ft

Workshop Agenda Item Report

FROM: Scott Herbert

MEETING DATE: February 21, 2024

SUBJECT: Oval Beach Concessions RFP

DESCRIPTION:
This Request for Proposal (RFP) is to solicit proposals from qualified vendors to use The Oval Beach Concessions located at 699 Perryman Street (Property) for food and beverages, bagged ice, and novelty souvenirs. This is in effort to provide services and relieve the Department of Public Works of some of their workload during a busy time of year for staff.

BUDGET ACTION REQUIRED:
N/A

COMMITTEE/COMMISSION REVIEW:
N/A

LEGAL REVIEW:
N/A

SAMPLE MOTION:
Move to approve DPW Scott Herbert to advertise RFP to solicit proposals from vendors to use the Oval Beach Concessions.

CITY OF SAUGATUCK
REQUEST FOR PROPOSAL
OVAL BEACH CONCESSION STAND

CITY OF SAUGATUCK
REQUEST FOR PROPOSAL
OVAL BEACH CONCESSION STAND

The City of Saugatuck is seeking proposals for furnishing equipment, supplies, and staffing necessary to provide food/beverage concessions at the City of Saugatuck Oval Beach.

Request for proposal packets may be obtained from the City Clerk at Saugatuck City Hall, 102 Butler Street, Saugatuck, MI 49453 or by calling 269-857-2603.

Technical questions regarding this Request for Proposal may be directed to the City Manager (Ryan Heise) at 269-857-2603.

Sealed proposals will be received by the City Clerk of the City of Saugatuck up to the hour of 2:00 p.m., **Monday, March 4, 2024.** Responses delivered after the said date and time will not be accepted. The City of Saugatuck is not responsible for delays in delivery.

All responses to this request that are mailed through the United States Postal Service shall be addressed to the Saugatuck City Clerk, P.O. Box 86, Saugatuck, MI 49453. All responses to this request that are mailed through the FedEx, UPS, or similar delivery service that do not deliver to P.O. Boxes shall be addressed to the Saugatuck City Clerk, 102 Butler Street, Saugatuck, MI 49453. Hand-delivered responses shall be delivered to the Saugatuck City Clerk, 102 Butler Street, Saugatuck, MI 49453.

All proposals shall be placed in a sealed envelope, which is clearly marked “OVAL BEACH CONCESSION RFP”. Responses by fax or e-mail will not be accepted.

The City of Saugatuck reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of the City and to the public; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposals process.

INTRODUCTION

The City of Saugatuck's Oval Beach Park, located on the shore of Lake Michigan, serves as a destination point for residents and visitors each year – generally commencing in May and concluding in October. The lakefront park offers swimming, hiking, boating and other water and dune recreational activities to park visitors, as well as City-owned restrooms and the Oval Beach Concession Building. The Oval Beach Concession stand is typically open 7 days a week starting Memorial Day through Labor Day each year. The purpose of the Oval Beach Concession stand is to offer visitors to Oval Beach a variety of food and beverage options at reasonable prices.

The equipment provided by the City of Saugatuck includes:

- 200lb. Manitowoc icemaker
- Standup freezer
- Refrigerator
- Hot dog roller/grill
- Microwave
- (3) Crockpot warmers
- Slushie machine
- Ice Cream Machine
- Miscellaneous supplies (cleaning, buckets, kitchen utensils, etc.)
- Picnic tables/umbrellas
- Cash register
- Shelving units

APPROXIMATE PROJECT TIMELINE

RFP issued:	February 5, 2024
Proposals Due:	March 4, 2024
Council award:	March 2024
Contract signed:	March 2024

PROPOSAL SUBMITTAL FORMAT

The *General Information* form, on the next page, is designed to serve as the cover sheet. Do not attach cover letters, title pages, or blank sheets ahead of this form, nor substitute letterhead paper for it. If additional space is needed, plain paper may be attached behind this form. **This form must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your agency.** This individual must be at least 18 years of age. **Failure to submit this form will result in your proposal being deemed non-responsive.**

CITY OF SAUGATUCK

OVAL BEACH CONCESSION STAND

General Information

This form must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your agency. To be considered for this project, the submittals must be completed in accordance with this RFP and this cover sheet must be attached. ***Failure to submit this form will result in your proposal being deemed non-responsive.***

Authorized Official (Signature)	Date
Print Name of Authorized Official	Title of Authorized Official
Company Name	Contact Person
Address	City, State, Zip
Phone Number	Fax Number
E-Mail Address	Federal Tax ID #

TO BE COMPLETED AND SUMBMITTED

The request for proposal (RFP) is to solicit proposals from qualified vendors to use Oval Beach Concession Stand located at 690 Perryman Street, Saugatuck, MI 49453 (Property), for food/beverages and novelty souvenirs. Those interested are required to submit a written proposal that best represents the Proposer. The Property will be used as is with no proposed improvements planned by the City of Saugatuck.

PROPOSERS QUALIFICATION STATEMENT:

Check One: An Individual_____ A Co-Partnership_____ A Corporation_____

Submitted by: _____

With principal office at: _____

The completion and submission of this questionnaire reflects accurate and truthful statements of the signatory. (Attach additional pages if necessary)

Request for Proposal: Requirements

The proposal should include the following to coincide with this RFP:

1. Provide a business plan or explain in detail the Proposer's proposed use of the Property and how it will contribute to the vitality of the City.

2. Explain how proposers use of the facility is compatible with the City's Zoning Ordinances.

3. Resumé of Proposer's previous experience, identifying not less than three (3) years of experience directly related to the proposed use.

4. Three (3) business and/or personal references. Note – the City reserves the right to contact the references listed and references other than, and/or in addition to, those being furnished.

5. Financial statements including, but not limited to, balance sheets and income statements (audited statements preferred) for the past two (2) years supporting the financial abilities of the Proposer to operate at the facility.

6. Statement that the proposer is or is not a subsidiary of, or affiliated with, any other corporations, partnerships, or firm. If so, please specify. If the Proposer is a subsidiary, please indicate the extent to which the parent entity will guarantee performance by the subsidiary.

7. In what other businesses are you financially invested?

8. Statement that the Proposer or its officers, principal members, shareholders, or investors, or any of its parent, subsidiary, or affiliated entities or other interested parties have or have not been adjudged bankrupt, either voluntarily or involuntarily, within the past ten (10) years? If so, explain.

9. Statement that there is or is not pending litigation against the Proposing entity or its officers, principal members, shareholders, or investors, or any parent, subsidiary or affiliated entities or other interested parties other than the minor personal injury suits involving claims under $250,000? If so, explain.

10. Letter(s) from any financial credit rating service for the Proposer with whom the City may contract or the member or members of that entity who will be responsible for financial obligations and on whom the City should rely for financial performance.

11. Any other financial statements and/or other documents that would indicate acceptable financial standing and the ability of Proposer to fund the proposed services on the City Property.

12. A complete description and history of the Proposer's entity (corporation, partnership, etc.) and identification of all parties including disclosure of all persons or entities having a beneficial and/or financial interest in the proposal. Include names and qualifications of corporate/company officers/owners, their addresses/location(s) and other appropriate contact information.

13. Description of employment opportunities that will be created by the proposed services including a description of the type, number of positions, and the estimated salary range of those positions.

14. Proposed operating schedule detailing days and hours open to the public. The City requires the Proposer to open operations every weekend (Friday – Sunday), Memorial Day (and the day before and after the holiday), Independence Day (and the day before and after the holiday), Labor Day (and the day before the holiday), with a minimum of two (2) days during any given week, Monday through Thursday.

15. Description of the proposed menu items or vendor items with pricing.

16. Description of the proposed marketing, advertising, and sales promotion plans.

17. Description of the proposed annual lease payment and proposed monthly percentage of gross revenue payment paid to the City during the two (2) year contract period. Tier percentage fees will not be accepted. The City expressly reserves the right to accept an offer other than the highest responsive offered price, and also reserves the right to negotiate any terms.

18. List all major equipment Proposer will supply to provide services and/or goods proposed in this proposal.

19. Affirmative statements that:
    a. The Proposer's entity will occupy the Property.
    b. The Proposer will not sublet or sublease the Property.

20. You may, if you desire, provide a narrative that would include anything you feel might assist the City of Saugatuck in evaluating your experience or Business Plan. If appropriate, describe plans you may have for, including projected expenditures. Attach additional sheets if necessary.

Workshop Agenda Item Report

FROM: Scott Herbert

MEETING DATE: February 21, 2024

SUBJECT: Equipment Purchase – Falcon Asphalt Hot Box Reclaimer

DESCRIPTION:
The Department of Public Works is recommending the purchase of a Falcon Asphalt Hot Box Reclaimer in the amount of $42,439.92.

BUDGET ACTION REQUIRED:
The amount is currently held in the 2023/2024 Motor Pool Fund.

COMMITTEE/COMMISSION REVIEW:
Parks and Public Works Committee (PPWC)

LEGAL REVIEW:
N/A

SAMPLE MOTION:
Discussion only at this time.

MIDEAL PRICING

2600 W Salzburg, Freeland, MI 48623
Phone: (989) 495-9332

Quote Date:	Quote Good Through:	Requested By:	Customer:
2/8/2024	5/8/2024	Nate	City of Saugatuk, MI

Additional Comments: Net 30 Days - 2 year machine and lifetime frame warranty included -90-120 days delivery

Model	Description	Price
4T1B-D	**4 Ton Transporter - Diesel**	$34,033.92
	12 volt batteries, Triple Wall Construction, Fully insulated, Automatic Temperature	
	Control, VIP, One-piece seamless ceramic combustion chamber, conspicuity tape	
	Diamond Tread Plate Hopper Access Platform, Battery charger package	
	Electric Brakes with safety breakaway	
	Tandem axle trailer frame - 2"x6"x1/4" Tubular steel	
	16" tires - Load Range E	
	Included Options:	
	Single Diesel burner	
	Dump Box	
	Standard frame - 16'	
	Falcon Smart Contol package includes:	
	7 day timer, fuel level gauge, hour meter, voltmeter, temperature gauge	
	LED Lighting package includes:	
	Two red stop/tail/turn lights and one green strobe per side, Warning Strobe light (green),	
	LED night work lights	
	Release agent basket, 3 position tool holder, hopper access step	
	Compaction package: 24"x24" compactor basket, Hoist with 12v winch	$4,708.38
	Additional Options:	
	solvent tank	included
	Spare tire with wheel	$370.54
	Spare tire holder	$417.10
	10 lb fire extinguisher	$392.94
	tool box 10x10x25	$493.73
	Spoils bin	$1,074.00
	Slow moving vehicle decal	$88.27
	Wheel chocks - mounted	$226.98
	Starter buddy	$234.06
	Freight to: Saugatuck, MI	$400.00
	Total including all options plus freight	**$42,439.92**
	Plus Applicable Sales Tax	
	Acceptance: Date:	

FALCON

GMC

FALCON
POTHOLE PATCHING EQUIPMENT
FALCON

DAVIT 1000

DAVIT 1000

City Council Agenda Item Report

FROM: Jamie Wolters

MEETING DATE: February 29, 2024

SUBJECT: Social District Application- Grow Estate, LLC

DESCRIPTION:
A qualified licensee that wishes to apply for a Social District Permit must first obtain approval from the governing body of the local governmental unit where the licensee is located and for which the local governmental unit has designated a social district with a commons area that is clearly marked and shared by and contiguous to the licensed premises of at least two (2) qualified licensees, pursuant to MCL 436.1551. Grow Estate, LLC at 650 Water St. has requested approval to be added to the City of Saugatuck Social District.

Resolution No. 240229-A establishing the Social District and Commons Area in the City of Saugatuck and Approving a Social District Plan is attached for reference along with the map of the City of Saugatuck Social District.

BUDGET ACTION REQUIRED:
N/A

COMMITTEE/COMMISSION REVIEW:
N/A

LEGAL REVIEW:
N/A

SAMPLE MOTION:
Motion to **approve/deny** Resolution 240229-A adding Grow Estate, LLC to the City of Saugatuck Social District.

Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____

Request ID: _____

(For MLCC Use Only)

Social District Permit Application

Part 1 - Licensee Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it appears on your Articles of Incorporation / Organization.

Licensee name: GROW Estate LLC		
Address: 650 Water Street		
City: Saugatuck	State: MI	Zip Code: 49453
Contact Name: Alec Payleitner	Phone: 312.480.8161	Email: alec@grow-food.com

Part 2 - Required Documents & Fees

☒ Local Governmental Unit Approval
Approval from the local governmental unit (city council, township board, village council) is required to be submitted with this application (See page 2 for approval form)

☒ $70.00 Inspection Fee (*MLCC Fee Code 4036*)

☒ $250.00 Social District Permit Fee (*MLCC Fee Code 4081*)

TOTAL DUE:

$320.00

Make checks payable to **State of Michigan**

Leave Blank - MLCC Use Only

Part 3 - Signature of Licensee

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this permit for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Alec Payleitner, member		02.19.2024
Print Name of Licensee & Title	Signature of Licensee	Date

Please return this completed form and fees to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906
Fax with Credit Card Authorization to: 517-284-8557

LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll Free: 866-813-0011 • www.michigan.gov/lcc

Business ID: _____

Request ID: _____
(For MLCC use only)

Local Governmental Unit Approval For Social District Permit

Instructions for Governing Body of Local Governmental Unit:
A qualified licensee that wishes to apply for a Social District Permit must first obtain approval from the governing body of the local governmental unit where the licensee is located and for which the local governmental unit has designated a social district with a commons area that is clearly marked and shared by and contiguous to the licensed premises of at least two (2) qualified licensees, pursuant to MCL 436.1551. Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered. RESOLUTION 240229-A

At a *Regular* meeting of the *City of Saugatuck* council/board
(regular or special) *(name of city, township, or village)*

called to order by *Mayor Stanton* on *February 29* at 7:00 p.m.
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from Grow Estate, LLC
(name of licensee - if a corporation or limited liability company, please state the company name)

for a **Social District Permit** is _____ by this body for consideration for approval by the
(recommended/not recommended)
Michigan Liquor Control Commission.

If not recommended, state the reason: _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the City of Saugatuck
(name of city, township, or village)
council/board at Regular meeting held on February 29, 2024
(regular or special) *(date)*

I further certify that the licensed premises of the aforementioned licensee are contiguous to the commons area designated by the council/board as part of a social district pursuant to MCL 436.1551.

Print Name of Clerk	Signature of Clerk	Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Saugatuck Social District

Enjoy within the boundaries

Social District Hours:
Daily from 11:00 am to 11:00 pm

Alcoholic beverages may be purchased from participating restaurants and bars.

Alcohol consumed in the common areas of the Social District must be in the designated Social District container with the Social District logo and the logo of the participating business.

The public may NOT "bring your own" into the Social District.

Alcohol purchased from non-participating businesses is NOT allowed in the common area.

Alcohol purchased from one participating business may not be brought into another participating bar or restaurant.

Retail shopping is welcomed while enjoying the Social District. However, not every retailer permits Social District beverages within their business. Look for "Social District Participant" window decals, which indicate the businesses where drinks are permitted.

Social District beverages must be disposed of when leaving the boundaries.

Scan the QR Code to view digital version of the rules

City Council Agenda Item Report

FROM: Jamie Wolters

MEETING DATE: February 29th, 2024

SUBJECT: SCA Right of Way Signage Application

DESCRIPTION:
Saugatuck Center for the Arts has submitted a Right of Way Sign Application. The request is for 12 signs with the size 18" H X 24" W to be displayed on the following dates in the areas outlined on attached map:
Spring Market- April 11th - 13th.
Holiday Market- December 5th - 7th.
Farmer Market- Every Friday between May 24th – September 27th.

BUDGET ACTION REQUIRED:
N/A

COMMITTEE/COMMISSION REVIEW:
N/A

LEGAL REVIEW:
N/A

SAMPLE MOTION:
Move to approve the Right of Way Sign Application for the SCA for following event dates:
Spring Market- April 11th – April 13th.
Holiday Market- December 5th – December 7th.
Farmer Market- Every Friday between the dates of May 24th – September 27th.

City of Saugatuck EST. 1868

Right of Way Sign Application

APPLICANTS INFORMATION — APPLICATION NUMBER ____ - _____

Name Susan Poolman / SCA Address / PO Box 400 Culver St

City Saugatuck State MI Zip 49453 Phone 2698572399

E-Mail market@sc4a.org

Signature Susan L. Poolman Date 02/01/2024

SIGN DESCRIPTION (ATTACH MORE SHEETS IF NECESSARY)

Type: Number of Yard Signs 12 Number of Banners _

Dates to be displayed SMkt 04/11-04/13 HMkt 12/05-12/07 FMkt: Thursday-Friday May 24 - Sept 27

Further Comments:

Signs will be placed as shown in attached map. Signs will be 18" H x 24" W and will be secured with the metal stakes typical for yard signs

~~Spring Mkt is April 13th~~

~~Holiday Mkt is December 7th~~

~~Saugatuck Farmers Market runs Friday, May 24th - Friday, September 27th~~

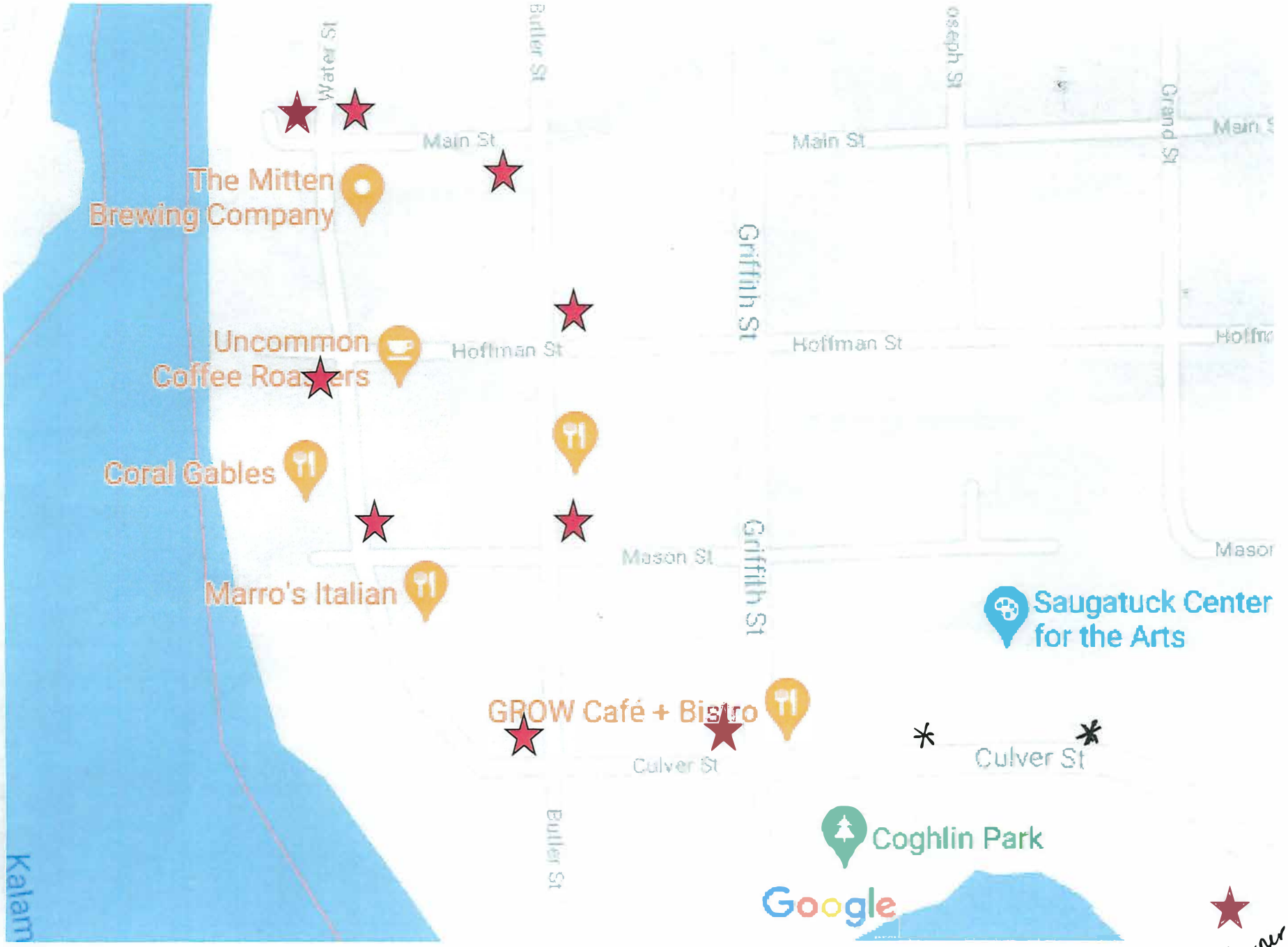
PLEASE INCLUDE THE FOLLOWING INFORMATION

Pursuant to Section 150.30, please attach the following supporting documents when applying for sign approval

Y	N	NA	
☑	☐	☐	Dimensions and type of each proposed sign 18"H X 24"W
☑	☐	☐	Map showing the location of each sign
☑	☐	☐	Explanation of how each sign will be attached and secured

Pursuant to Section 150.30(H), please to the following questions:

☐	☑	☐	Will the signs create a traffic vision obstruction?
☐	☑	☐	Will the signs create a pedestrian traffic obstruction?
☑	☐	☐	Are the signs compatible with the surroundings and is not uniquely out of character for the community? and
☐	☑	☐	Do the signs create a situation which could be detrimental to health, safety, or welfare?



Corner of BSH + Lake

City Council Agenda Item Report

FROM: Jamie Wolters

MEETING DATE: February 29th, 2024

SUBJECT: SCA Right of Way Signage Application

DESCRIPTION:
Saugatuck Center for the Arts has submitted a Right of Way Sign Application. The request is to display signage in the right of way to reserve parking for the Interurban which provides local transportation to and from the SCA during market season. See attached picture of sign placement.

BUDGET ACTION REQUIRED:
N/A

COMMITTEE/COMMISSION REVIEW:
N/A

LEGAL REVIEW:
N/A

SAMPLE MOTION:
Move to approve the Right of Way Sign Application for the SCA to display signage reserving a parking spot for the Interurban during the following dates:
April 13th, June 7th, August 3rd, December 7th, and Every Friday between the dates of May 24th – September 27th.

City of Saugatuck EST. 1868

Right of Way Sign Application

APPLICANTS INFORMATION — APPLICATION NUMBER ____ - _____

Name Susan Poolman / SCA Address / PO Box 400 Culver St

City Saugatuck State MI Zip 49453 Phone 2698572399

E-Mail market@sc4a.org

Signature Susan L. Poolman Date 02/01/2024

SIGN DESCRIPTION (ATTACH MORE SHEETS IF NECESSARY)

Type: Number of Yard Signs 1 Sandwhich Board Number of Banners _

Dates to be displayed SMkt 04/13 / HMkt 12/07 / FMkt 05/24 - 09/27 / JUMP 06/07 / SCA Benefit 08/03

Further Comments:

We have a shuttle sign for the Interurban that was used in 2023 and has been a major bonus for those that use our local transportation service to attend our market and special events. Those that are on on food assistance greatly appreciate our drop-off during market season. Guests that have taken advantage of the Interurban during all our events are thankful.

PLEASE INCLUDE THE FOLLOWING INFORMATION

Pursuant to Section 150.30, please attach the following supporting documents when applying for sign approval

Y	N	NA	
☑	☐	☐	Dimensions and type of each proposed sign (25" w x 45" H)
☑	☐	☐	Map showing the location of each sign
☑	☐	☐	Explanation of how each sign will be attached and secured (Weighted)

Pursuant to Section 150.30(H), please to the following questions:

☐	☑	☐	Will the signs create a traffic vision obstruction?
☐	☑	☐	Will the signs create a pedestrian traffic obstruction?
☑	☐	☐	Are the signs compatible with the surroundings and is not uniquely out of character for the community? and
☐	☑	☐	Do the signs create a situation which could be detrimental to health, safety, or welfare?

Location is on Culver St between the entrance & exit of the SCA Parking Lot.

We've already filled out an application for our yard signage for the season.

City Council Agenda Item Report

FROM: Jamie Wolters

MEETING DATE: February 29, 2024

SUBJECT: Board of Review Appointment

DESCRIPTION:

The City Clerk provided notice that the city is accepting applications for the Board of Review. An application recently came in with interest in the Board of Review. A copy of the application in your meeting packet. An interview was conducted with Mayor Stanton and Deputy Assessor Jollay. Mayor Stanton recommends appointing David Isljamovski to the Board of Review.

BUDGET ACTION REQUIRED:
N/A

COMMITTEE/COMMISSION REVIEW:
N/A

LEGAL REVIEW:
N/A

SAMPLE MOTION:
Move to appoint David Isljamovski to the Board of Review with a term ending January 1, 2026.

Jamie Wolters

From: no-reply@weebly.com
Sent: Friday, February 2, 2024 3:57 PM
To: Jamie Wolters
Subject: New Form Entry: Application for Boards & Commissions

Follow Up Flag: Follow up
Flag Status: Flagged

You've just received a new submission to your Application for Boards & Commissions.
Mark as Spam

Submitted Information:

Name
David Isljamovski

Email
disljamovski@gmail.com

Home Phone Number

Mobile Phone Number
15133103577

Address
350 N Maple Street
SAUGATUCK, MI United States 49453

Current Employer
C21 Affiliated

Occupation/Position
Real Estate

Business Phone Number
15133103577

Business Reference Name
Bill Underdown

Business Reference Phone Number
313-824-2000

Business Reference Email
billunderdown@gmail.com

Does your employer have any business dealings wth the City which might present a conflict of interest
No

If yes, please explain:
I am not sure if C21 has any dealing with the city as I am a new agent.

Are you a City of Saugatuck resident?
Yes

Are you a registered City of Saugatuck voter?
Yes

Serving on a board or commission can be time-consuming. Are you committed to attending all regularly scheduled meetings?
Yes

On which boards and/or commissions would you be willing to serve? .Board of Review
1

On which boards and/or commissions would you be willing to serve? .Historic District Commission
1

On which boards and/or commissions would you be willing to serve? .Kalamazoo Lake Harbor Authority
1

On which boards and/or commissions would you be willing to serve? .Kalamazoo Lake Sewer and Water Authority Board
1

On which boards and/or commissions would you be willing to serve? .Parks and Public Works Committee
1

On which boards and/or commissions would you be willing to serve? .Planning Commission
1

On which boards and/or commissions would you be willing to serve? .Zoning Board of Appeals
1

Please describe any qualifications, expertise or special interests that relate to your possible appointment:
I have two short term rentals and have gone through one of the most rigorous short term licensing processes in the country with Sonoma Country where my first and most successful STR is. I also have an STR business and plan to expand in the area this year.

I also have a design side of the business so have a passion for renovation and home design.

Digital Signature
David Isljamovski

Submitted Files
Resume david_isljamovski_resume_jan_2024.pdf

David Isljamovski *Saugatuck, MI*

513.310.3577 ● disljamovski@gmail.com ● https://www.linkedin.com/in/david-isljamovski-966a456/

Overview

Passionate business development and sales professional with 15+ years experience launching Ads, SaaS products and monetizing untapped markets across multiple industries. Trusted advisor who builds strong sustainable relationships with clients, vendors, and internal stakeholders, resulting in high employee performance, client retention and increased revenue. Highly organized, goal-oriented strategic planner – ground level at startup and high level at large corporations, managing transition and acquisition.

Professional Experience

C21 Affiliated Douglas, MI January 2024 - Present
Real Estate Agent
- Focused on the Lakeshore communities in Western Michigan

Sans Souci Hospitality Saugatuck, MI November 2021 - Present
Partner and Head of Sales
- Invests in, launches, and manages vacation/short term rental properties in California, North Carolina and Michigan
- Expanded business to two new markets and increased number of properties from 1 to 5 in 10 months
- Maintain near perfect 4.95 ratings (5 point scale) across multiple platforms including Airbnb and VRBO with over 1600 reviews/guests to date

Google, Mountain View, CA
Business Partner Lead - People Operations October 2019 – March 2023
- Partnering with Google 400+Vice Presidents on Org Strategy
- Managed team of 4 People Ops Consultants
- Oversaw strategy of AMER, EMEA, LATAM, and APAC markets for all VPs at Google
- Partner with recruiting orgs to help grow business for strategic roles
- Partnered with specialty groups within Google; Disability, LGBTQIA, Military, African American, Indigenous, LatinX on specific growth goals

Lead Performance/Senior Account Strategist - Mid-Market Ad Sales March 2018 – October 2019
- Consulting C-Suite for strategic Google clients in the Lead Generation vertical
- Lead a Pod of 2 Account Strategists
- Consistently increasing revenue quarterly for approx. 60 clients
- 3 Quarters of 100% goal attainment and over 140% implemented pipeline goal
- Consistently hitting all OKRs

Gaygler Mentor Program
- Mentoring 3 participants in Google's Gaygler (Inaugural) Mentorship program

Michigan Mutual/MiMutual, Charlotte, NC December 2016 – November 2017
National Business Development Manager (Consulting)
- Built team and launched business development efforts for newly-formed retail division, MiMutual
- Established new revenue channels, resulting in increased monthly revenue of $3M MoM
- Created growth opportunities for customers via talent acquisition, business referrals and partnerships

Intuit, Inc., Mountain View, CA May 2015 – May 2016
Senior Partner Manager
- Defined strategy for key partners and nurtured growth in QuickBooks ecosystem, acting as single business liaison for partners across Intuit
- Managed new product integrations with partners from inception to launch, ensuring cross-functional alignment, adherence to timeline, and successful deployment
- Grew Intuit customer base by 5% and partner's customer base by 3% in one year related to QBPS (QuickBooks Point of Sale)

Global Director, Employee Resource Group

David Isljamovski *Saugatuck, MI*

513.310.3577 ● disljamovski@gmail.com ● https://www.linkedin.com/in/david-isljamovski-966a456/

- Led 12 chapters globally to cultivate a more diverse and inclusive workplace culture at Intuit
- Organized events to engage and educate employees, including Pride Parade participation, fundraising opportunities, and educational speakers
- Initiated partnerships with external organizations and created networking opportunities for LGBTQ employees and allies

Demandforce, an Intuit Company, San Francisco, CA November 2010 – May 2015

Business Development Manager

- Led go-to-market strategy to launch new vertical
- Implemented sales team and oversaw growth to 20 account executives, resulting in 1000+ new customers and increased annual revenue of over $5M
- Created and implemented partner program for vertical, resulting in over 15 key partnerships

- Coordinated cross-functional teams - including product, integrations, marketing and sales - to ensure alignment and address ongoing partnership needs

Senior Regional General Manager

- Mentored and supervised 30+ account executives in the Lifestyle vertical
- Coached team on all aspects of deal from prospect to close, achieving 4 consecutive quarters of 110% of quota and leading multiple account executives to President's Club in 2013

Demandforce, an Intuit Company (Cont.)

Senior Account Executive

- Launched new customer vertical (Lifestyle) and grew sales to become the company's largest business unit in 2 years with over 500 new clients personally closed, generating $10M in recurring revenue
- Top ten producer in consultative and solution sales organization for marketing/communications SaaS product for small businesses
- Exceeded sales quotas for 10 consecutive quarters and achieved President's Club in 2012

Hobsons, Oakland, CA January 2006 - June 2008/November 2009 – November 2010

Account Executive

- Sold wide variety of products including interactive media and advertising to large education institutions
- Established, maintained, and managed over 100+ accounts
- Secured 40+ new clients and increased revenue in the Western Region by over 60%
- Top 10 Sales Person out of 30+ Sales Representatives of Advertising Division and 'Salesperson of the Month' three times and nominated 'Rookie Salesperson of the Year'

TravelCLICK, Chicago, IL July 2008 - September 2009

Northern California Sales Manager

- Developed $2.5M territory in one year from inherited $1M existing portfolio
- Established and managed over 250+ accounts, secured 50+ new clients and exceeded targets in all quarters
- Top 10 Salesperson quarter over quarter

Education

- University of Cincinnati, Cincinnati OH
  - BA Communications
  - French Business Certificate

Extracurricular

- Cyclist; French speaker; Yoga; Dog lover; Skier; Avid Traveler; Hiking; Community programs and volunteering

NOTICE

The CITY OF SAUGATUCK is accepting applications for appointments to the following Boards/Commissions:

Parks and Public Works Committee:
The City of Saugatuck Parks and Public Works Committee is a 6-member committee established for the purpose of providing City Council with guidance and information on matters relating to public works and parks. Committee members are residents of the City of Saugatuck appointed by the Mayor with City Council approval to serve two-year terms.

KLSWA Commission:
The KLSWA's primary purpose is to insure the proper operation of the public water system and the public sanitary sewer system. The Kalamazoo Lake Sewer & Water Authority Commission consists of five Commissioners: Saugatuck appoints two Commissioners, Douglas appoints two Commissioners, Saugatuck Township appoints one Commissioner. Each Commissioner has a three-year term. A Commissioner's term begins on March 1st or the first meeting in March. Meetings are held monthly on the third Monday of the month at 10:00 am in the KLSWA offices at 6449 Old Allegan Rd.

If you are a resident of the City of Saugatuck and have the desire and ability to serve, please contact City Hall at (269) 857-2603 for more information or to request an application.

Jamie Wolters
Saugatuck City Clerk
Dated: February 19, 2024