

**SAUGATUCK
TOWNSHIP**

**Tri-Community Non-Motorized Trail Study Committee Agenda
September 3, 2021 at 2:00 pm**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF AGENDA**
- 4. APPROVAL OF MINUTES**
 - A. August 27, 2021
- 5. PUBLIC COMMENTS/TODAY'S AGENDA TOPICS ONLY (LIMIT 3 MINUTES)** *Use the "raise hand" button in the participant's screen found in the Zoom interface or enter *9 if calling in by phone to raise hand.*
- 6. REVIEW/DISCUSSION:**
 - A. Maintenance Cost associated with Trail Design
 - B. Operations and maintenance agreement
 - C. Township Report
- 7. REVIEW NEXT STEPS**
- 8. PUBLIC COMMENTS (LIMIT 3 MINUTES)** *Use the "raise hand" button in the participant's screen found in the Zoom interface or enter *9 if calling in by phone to raise hand.*
- 9. MEMBER CLOSING COMMENTS**

NOTICE:

This public meeting will be held using **Zoom** video/audio conference technology due to the COVID-19 restrictions currently in place.

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:

hleo@saugatuckcity.com

Tri-Community Trail Committee (TCC)

Minutes Aug 27, 2021 Meeting

Meeting commenced at 2:00 PM.

Present: Cindy Osman, Kathy Mooradian, Jerry Donovan, Ken Trester, Holly Leo, John Adams, Richard Donovan. Joe Frey (Township) Rich Labombard (Douglas) excused, Ryan Heise (Saugatuck)

Also attending: Craig Atwood from Allegan Road Commission, M. Betts from SDFD. Larry Fox and Emily Myerson from C2AE.

Motion to approve agenda made by Marcy, seconded by Leo.

Motion to approve minutes made by Mooradian, seconded by Trester.

PUBLIC COMMENTS: Linda McIntyre thanked committee for the hard work. Explained she felt the two lane option was best and why. She felt it was possible that having the Fire Chief at the public hearing may have inadvertently been overly influential on some attendees.

New Business: Review of public feedback results. The committee got copies of all the surveys to review before the meeting. Fox and Myerson reviewed them ahead and shared the summary results (details can be found in the Aug 27 meeting packet). We were reminded that the public can still give feedback at the Library until Sept 1.

- The tri-community was represented fairly equally with people from each community there.
- The 2 Lane option over the bridge was favored 35 to 12, about 3 to one. However, the traffic light had mixed reviews with some favoring the 2 lane wanting it for sure and others not.
- The option most popular on the Lake Street to Maple section was the Boardwalk over the curb gutter by 30 to 11.
- The other two sections had no options. People were generally excited this is all moving forward stating 'just get it done'

Discussion: Trester reminded that previously the Friends had agreed to help with maintenance in 2019. Adams clarified that was a timing thing during which a donor was involved and had an end date. That date passed, donor gone so that is now off the table. Costs are up etc since that time.

E. Myerson shared some raw costs for trail maintenance. It attempts to look at preventative over a 20 year period as not all things are annual. It does include snow removal. In this way, costs can be put into a cities capital plan. Frey reminded us of the interlocal agreement that said all communities will do their own maintenance. ALL agreed but the committee likes the idea of consistency in things like snow plowing- one vendor so it is all done same day, same way and so on over all 3 communities just doing it their own way. Cost sharing makes sense.

Fox went over preliminary funding numbers showing the local share needed if an award of a 50% tap grant happens or we get the 60% tap award. Local share in this context means the part the FOBST group is responsible for. C2AE reps feel that governments should also have 'skin in the game' as that shows MDOT that they support the project too, a plus in winning grant awards. Nothing was decided on how much each community should or will give yet.

Fox felt a funding case could be made for either option on the segments with alternative choices

Grant timing issues were discussed, especially on the township level since they have a shorter window to have things ready before the Oct 13 grant deadline. Emily will send out what is needed for the grant

Marcy asked for the grant guidelines. Leo sent immediately after meet: The Transportation Alternatives Program (TAP) Grant is administered by MDOT. The Guideline booklet is

here:https://www.michigan.gov/documents/mdot/TAP_Applicant_Guide_645657_7.pdf

Mooradian asked for the preliminary funding sheet that Fox presented to also be sent to all. It was.

Frey to write the Township report and send to all as a possible template.

Adams was to send examples of other community maintenance agreements that can be adapted to go to our respective councils. Myerson may have some to share as well.

NEXT STEPS: We will meet again Sept 3rd to discuss what Myerson reviewed to be still needed in order to move forward with the grant.

- Confirmation of who is the TAP grant applicant
- Concurrence that both townships (perhaps Laketown Tshp could join) are willing to apply for a MNRTF grant.

- Final Route decision
- Funding package, how much to request from TAP? Although a 50% grant is most competitive, 40% is average, 30% is possible.
- What is realistic on local funding capacity?
- Maintenance agreement.
 - Note: the agreement John shared showing the collaboration will be good for the Trust Fund grant but would work fine for the TAP grant.

PUBLIC COMMENTS: NONE

COMMITTEE COMMENTS: NONE

Trester made a motion to adjourn, Marcy seconded. Meeting ended at 3:38pm.

Minutes respectfully presented by Kathy Mooradian, Recording Secretary

BST Douglas portion - Trail Maintenance Cost Calculator								
Facility Type	Distance (Miles)/ # Bridges/ Sq. Feet Retaining Wall	Annual Maintenance & Operations Costs/Mile***	Annual Ops Cost	Preventative Maintenance Costs/Mile Includes: Annual inspection, 7 year trenching, as needed crack sealing, and/or culvert clearing***	Annual Preventative Cost	Annual Snow Removal Cost/Mile***	Snow Removal Cost	Total
On road or shared Roadway: Includes updating pavement markings and signage	0.07	\$850.00	\$59.50	\$200.00	\$14.00	\$2,000.00	\$140.00	\$213.50
Asphalt Shared-Use Path (25 year life): Includes updating pavement markings and signage, debris & tree limb clearing, mowing, minor isolated surface repair	0	\$1,700.00	\$0.00	\$725.00	\$0.00	\$2,000.00	\$0.00	\$0.00
Concrete Shared-Use Path (30 year life): Includes updating concrete markings and signage, debris & tree limb clearing, mowing, minor isolated surface repair	0	\$1,700.00	\$0.00	\$725.00	\$0.00	\$2,000.00	\$0.00	\$0.00
Crushed Limestone Shared-Use Path (10 year material add): Includes updating signage, tree limb clearing, mowing, periodic grading	0	\$1,700.00	\$0.00	\$225.00	\$0.00	\$2,000.00	\$0.00	\$0.00
Timber Boardwalk (20 year deck life): Includes updating signage, debris & tree limb clearing, isolated deck board replacement	0	\$550.00	\$0.00	\$200.00	\$0.00	\$2,000.00	\$0.00	\$0.00
Bridge (25 year deck life): Annual inspection**	0	\$300.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00
Railings (25 year life); not associated with boardwalk	0	\$100.00	\$0.00	\$100.00	\$0.00	NA	\$0.00	\$0.00
Fencing (25 year life)	0	\$100.00	\$0.00	\$100.00	\$0.00	NA	\$0.00	\$0.00
Retaining Wall (50 year life)	0	\$0.00	\$0.00	\$100.00	\$0.00	NA	\$0.00	\$0.00
Trailhead Maintenance^	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	0.07		\$59.50		\$14.00		\$140.00	\$213.50

*Maintenance Cost Data Sources: TART Trails Current & Historical Costs, Sleeping Bear Heritage Trails Current & Historical Costs

**Assumes private contractor inspection 1x/year

*** Assume annual 3% inflation increase/adjustment

^ Trailhead maintenance is relative to what amenities exist at the site and the amount of use.

For a modern facility that needs regular cleaning budget \$10,000-\$12,000 annually

For a rural gravel lot with a pit toilet that needs weekly

cleaning budget \$3000-45000 annually

BST City of Saugatuck portion - Trail Maintenance Cost Calculator

Facility Type	Distance (Miles)/ Bridges/ # Sq. Feet Retaining Wall	Annual Maintenance & Operations Costs/Mile***	Annual Ops Cost	Preventative Maintenance Costs/Mile Includes: Annual inspection, 7 year trenching, as needed crack sealing, and/or culvert clearing***	Annual Preventative Cost	Annual Snow Removal Cost/Mile***	Snow Removal Cost	Total
Shared Roadway: Includes updating pavement markings and signage	0.09	\$850.00	\$76.50	\$200.00	\$18.00	\$2,000.00	\$180.00	\$274.50
Asphalt Shared-Use Path (25 year life): Includes updating pavement markings and signage, debris & tree limb clearing, mowing, minor isolated surface repair	0.13	\$1,700.00	\$221.00	\$725.00	\$94.25	\$2,000.00	\$260.00	\$575.25
Concrete Shared-Use Path (30 year life): Includes updating concrete markings and signage, debris & tree limb clearing, mowing, minor isolated surface repair	0	\$1,700.00	\$0.00	\$725.00	\$0.00	\$2,000.00	\$0.00	\$0.00
Crushed Limestone Shared-Use Path (10 year material add): Includes updating signage, tree limb clearing, mowing, periodic grading	0	\$1,700.00	\$0.00	\$225.00	\$0.00	\$2,000.00	\$0.00	\$0.00
Timber Boardwalk (20 year deck life): Includes updating signage, debris & tree limb clearing, isolated deck board replacement and railing replacement	0.13	\$550.00	\$71.50	\$200.00	\$26.00	\$2,000.00	\$260.00	\$357.50
Bridge (25 year deck life): Annual inspection**	0	\$300.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00
Railings (25 year life); not associated with boardwalk	0.09	\$100.00	\$9.00	\$100.00	\$9.00	NA	\$0.00	\$18.00
Fencing (25 year life)	0	\$100.00	\$0.00	\$100.00	\$0.00	NA	\$0.00	\$0.00
Retaining Wall (50 year life)	0.04	\$0.00	\$0.00	\$100.00	\$4.00	NA	\$0.00	\$4.00
Trailhead Maintenance^	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	0.35		\$378.00		\$151.25		\$700.00	\$1,229.25

*Maintenance Cost Data Sources: TART Trails Current & Historical Costs, Sleeping Bear Heritage Trails Current & Historical Costs

**Assumes private contractor inspection 1x/year

*** Assume annual 3% inflation increase/adjustment

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For a rural gravel lot with a pit toilet that needs weekly

cleaning budget \$3000-45000 annually

BST Saugatuck Township portion - Trail Maintenance Cost Calculator

Facility Type	Distance (Miles)/ Bridges/ # Sq. Feet Retaining Wall	Annual Maintenance & Operations Costs/Mile***	Annual Ops Cost	Preventative Maintenance Costs/Mile Includes: Annual inspection, 7 year trenching, as needed crack sealing, and/or culvert clearing***	Annual Preventative Cost	Annual Snow Removal Cost/Mile***	Snow Removal Cost	Total
Shared Roadway: Includes updating pavement markings and signage	0	\$850.00	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00
Asphalt Shared-Use Path (25 year life): Includes updating pavement markings and signage, debris & tree limb clearing, mowing, minor isolated surface repair	0.47	\$1,700.00	\$799.00	\$725.00	\$340.75	\$2,000.00	\$940.00	\$2,079.75
Concrete Shared-Use Path (30 year life): Includes updating concrete markings and signage, debris & tree limb clearing, mowing, minor isolated surface repair	0	\$1,700.00	\$0.00	\$725.00	\$0.00	\$2,000.00	\$0.00	\$0.00
Crushed Limestone Shared-Use Path (10 year material add): Includes updating signage, tree limb clearing, mowing, periodic grading	0	\$1,700.00	\$0.00	\$225.00	\$0.00	\$2,000.00	\$0.00	\$0.00
Timber Boardwalk (20 year deck life): Includes updating signage, debris & tree limb clearing, isolated deck board replacement	0.09	\$550.00	\$49.50	\$200.00	\$18.00	\$2,000.00	\$180.00	\$247.50
Bridge (25 year deck life): Annual inspection**	0	\$300.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00
Railings (25 year life); not associated with boardwalk	0	\$100.00	\$0.00	\$100.00	\$0.00	NA	\$0.00	\$0.00
Fencing (25 year life)	0	\$100.00	\$0.00	\$100.00	\$0.00	NA	\$0.00	\$0.00
Retaining Wall (50 year life)	0.08	\$0.00	\$0.00	\$100.00	\$8.00	NA	\$0.00	\$8.00
Trailhead Maintenance^	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	0.56		\$848.50		\$366.75		\$1,120.00	\$2,335.25
					\$2,335.25			

*Maintenance Cost Data Sources: TART Trails Current & Historical Costs, Sleeping Bear Heritage Trails Current & Historical Costs

**Assumes private contractor inspection 1x/year

*** Assume annual 3% inflation increase/adjustment

^ Trailhead maintenance is relative to what amenities exist at the site and the amount of use.

For a modern facility that needs regular cleaning budget \$10,000-\$12,000 annually

For a rural gravel lot with a pit toilet that needs weekly

cleaning budget \$3000-45000 annually

**MEMORANDUM OF UNDERSTANDING
REGARDING
MAINTENANCE OF THE BLUE STAR TRAIL**

This Memorandum of Understanding is entered into by SAUGATUCK TOWNSHIP, THE CITY OF SAUGATUCK, LAKETOWN TOWNSHIP and THE CITY OF THE VILLAGE OF DOUGLAS (“Municipalities”).

WHEREAS the Blue Star Trail is a non-motorized, shared use trail or linear park that is planned to extend from Saugatuck Township in the north to South Haven in the south, with connections to existing trails;

WHEREAS SAUGATUCK TOWNSHIP, THE CITY OF SAUGATUCK, and THE CITY OF VILLAGE OF DOUGLAS have agreed to cooperate in building a section of the Blue Star Trail to connect existing sections of trail within their borders, including applications for certain grants from MDOT and DNR;

WHEREAS LAKETOWN TOWNSHIP already has the Beeline Trail and other trails, to which the Blue Star Trail will connect (collectively with the Blue Star Trail, the “Trail”); and

WHEREAS the parties recognize that cooperating in the maintenance of the Trail is likely to be more efficient and economical for all of them, as well as to enhance the appearance and value of the Trail;

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;

WHEREAS the Municipalities desire to enter into an interlocal agreement, pursuant to Act 7, to jointly pursue maintenance of 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.

NOW THEREFORE the parties agree as follows:

Core Terms

1. **Each party shall be responsible for the maintenance of, and costs associated with maintenance of, the segment of the Trail within its borders, unless otherwise agreed in a writing signed by all parties.**
2. The parties agree to maintain the Trail in accordance with generally accepted engineering standards of design, inspection, construction, and maintenance, including guidance provided by C2AE (engineers for the Tri-community Committee), the engineer for each municipality, and recognized trail organizations such as Rails to Trails and the Michigan Recreational and Parks Association.
3. Maintenance of the Trail may include but is not limited to semi-annual inspection, sweeping, crack sealing, spraying of weeds, removal of trees and fallen limbs, tree trimming, grass mowing, trail sweeping, repair of wooden bridge or railings, cleaning and replacement of drains, edging, repair or replacement of signs and other activities associated with regular use of non-motorized trail facilities. Maintenance does not include replacement of major sections of the Trail over the long term.
4. The Parties agree to collaborate on maintenance of the Trail sections within their respective jurisdictions whenever reasonably possible. This shall include the sharing of equipment as well as the joint preparation of formal requests for proposals and contracts with contractors to perform maintenance services.
5. The heads of the respective Departments of Public Works shall meet at least once a year to discuss desired trail maintenance work for the coming year, ways to jointly reduce costs, and preparation of related budget requests.
6. The parties will encourage the use of volunteers to perform suitable maintenance activities on the Trail, with assistance from the Friends of the Blue Star Trail in recruiting and supervising such volunteers.
7. The parties agree to coordinate efforts in case of catastrophic weather conditions to facilitate timely repairs of damage or loss to the Trail.
8. Any issues or concerns concerning the operation of this agreement shall first be raised with the respective Manager of the municipality involved, then escalated as necessary to the governing body.

Miscellaneous Terms

9. Entire Agreement. This Agreement sets forth the entire agreement among 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.

10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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: _____

[signed by Managers for each jurisdiction]

MEMORANDUM OF UNDERSTANDING

REGARDING

THE BLUE STAR TRAIL

BETWEEN

SAUGATUCK TOWNSHIP AND LAKETOWN TOWNSHIP AND THE CITY OF VILLAGE OF DOUGLAS

PURPOSE: The purpose of this Memorandum of Understanding is to illustrate that the “Blue Star Trail”, a non-motorized trail linear park, will be shared, maintained, and operated in a mutual beneficial and collaborative manner between the entities of Saugatuck Township and Laketown Township and the City of the Village of Douglas (“The Partners”).

SCOPE: The scope of this agreement is limited to the constructed sections of the Blue Star Trail that traverses the partners’ respective legal jurisdictions.

HISTORY OF RELATIONSHIP:

- The Partners work together on preparing plans and routes for the Blue Star Trail.
- The Partners support good faith efforts to collaborate on general maintenance of the Blue Star Trail which may include sharing of equipment, materials and/or staff, Allegan County “Debt Crew” services, as necessary and as agreed to in advance.
- The Partners have residents and taxpayers in the independent non-profit “Friends of the Blue Star” organization that assists with maintenance, development, and events related to the “Blue Star Trail”.
- The Partners collaborate on funding and development efforts of the “Blue Star Trail”.
- All the Partners have recognized regional safety, economic and sociological benefits of the “Blue Star Trail” and encouraged collaboration between local governments and Allegan County and Allegan County Parks Department.

UNDERSTANDING:

1. The Partners agree to collaborate on maintenance associated with public ownership/operation of their owned non-motorized trails. **Each Partner shall be responsible for all costs associated with their segment of the Blue Star Trail.** Such activities may include but are not limited to: weed spraying, tree removal, tree trimming, grass mowing, trail sweeping, non-motorized trail drain replacement and/or improvements, edging, sign replacement and/or other activities associated with regular use of non-motorized trail facilities.

2. The Partners agree to collaborate on sectional trail replacements, asphalt crack sealant, asphalt repairs and/or replacements, bridge span repairs and/or replacements and other large projects such as grant applications, engineering design and/or planning and engineering.

3. The Partners will at their option utilize staff members, private contractor(s) and/or volunteers to conduct shared trail maintenance. The Partners will endeavor to utilize common request for proposals, bids and/or contract agreements for maintenance services. The parties further agree to coordinate solicitation of resources including any grant applications, requests to foundations, or public fundraising efforts.

ACTIVITES:

1. Project development – The Partners will plan and work together to identify projects necessary or that are desired to maintain or enhance a uniform and cost effective Blue Star Trail experience.

A. To reduce regular maintenance costs of mobilization and coordinate work schedules of private contractor services and public employees such as tree trimming, weeding, lawn mowing and or fertilizing;

B. Partners shall endeavor to fund and replace uniform trail signage that exists along their respective portions of the Blue Star Trail and shall endeavor to preserve any approved artistic metal sculptures along the Blue Star Trail.

C. Partners shall endeavor to share formal “Request for Proposals” (RFP) and agree on terms and evaluation criteria that is to be used to grade the proposals or bids pursuant to the formal RFPs.

D. Partners agree to coordinate efforts in case of catastrophic weather conditions to facilitate timely repairs of damages or losses to the Blue Star Trail.

E. Partners agree to adhere to generally accepted engineering standards of design, inspection, and construction of all portions of the Blue Star Trail that exist in their jurisdictions. Partners agree to adhere to appropriate public developmental practices for all repairs, reconstructions or extensions of the Blue Star Trail.

2. Construction - The Partners will coordinate construction, alteration, repairs, reconstruction, or improvement projects for the Blue Star Trail.

3. Special Events – The Partners will determine that special events designed to promote the Blue Star Trail are appropriate and will work cooperatively as appropriate to conduct such events.

4. Community Promotion – The Partners may from time to time determine to engage in community promotional efforts and will endeavor to work cooperatively to conduct such promotion efforts for the Blue Star Trail. These may include but not be limited to such projects as trail newsletter, Facebook posts, and local newspaper articles.

OTHER:

1. Addressing issues and concerns – Any issues or concerns with this Memorandum of Understanding should be addressed to the Manager of the Partner Office or other chief appointed official(s) of the partnership as appropriate.

2. This Memorandum of Understanding is a formal agreement that shall be in effect upon signing by all Partners.

NOW, THEREFORE, it is hereby agreed to by and between the partners the following:

- Saugatuck Township and Laketown Township and the City of the Village of Douglas will continue to collaborate on development, operation, and maintenance of the “Blue Star Trail.”
- Resources, including staff time, materials and/or equipment will be shared on an as needed basis in a working collaborative relationship that shall minimize public expense of each Partner and maximize value of each Partners’ owned portion of the Blue Star Trail.

IN WITNESS WHEREOF, the parties hereto have caused this Memo of Understanding to be a formal agreement between the aforementioned public entities.

Linda Anderson

City of the Village of Douglas Date

Title: Mayor 8-14-18

Terry Hofmeyer 8-14-18

Laketown Township Date

Title: Supervisor

Cheryl Grunig 8-14-18
Saugatuck Township Date

Title: SUPERVISOR

Iosco County
Board of Commissioners

015-101⁽⁹⁾

COURT HOUSE
Tawas City, Michigan 48763

RESOLUTION

DATE: JULY 15, 2015

THE HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, the full Board reviewed the Pathway Maintenance and Construction Agreement with the Iosco Exploration Trail and

WHEREAS, the full Board accepts the Agreement in its entirety.

NOW THEREFORE BE IT RESOLVED, the full Board authorizes the Chairman, Jeffrey Matthews to execute the agreement as presented.

Move: Jeffrey Matthews

Support: John A. Moelning

Roll Call: Ayes 4

Nays 0

Absent 1

PATHWAY CONSTRUCTION & MAINTENANCE AGREEMENT

AGREEMENT is here made by and between the **COUNTY OF IOSCO, a Michigan Municipal Corporation, of 422 Lake Street, Tawas City, MI 48764** subsequently referred to as "COUNTY", and the **IOSCO EXPLORATION TRAIL, a 501c3 Michigan non-profit corporation, of 440 US-23, Oscoda, MI 48750**, subsequently referred to as "EXPLORATION", who hereby enter into this agreement for consideration which is acknowledged by the signatures of the duly authorized representatives signing this document, clarifying the relationship between COUNTY and EXPLORATION as it concerns the construction and maintenance of EXPLORATION-developed non-motorized pathways in the Townships of AuSable and Oscoda.

WHEREAS the COUNTY intends to construct bicycle and non-motorized pathways within the COUNTY; and

WHEREAS the mission of EXPLORATION is to plan, develop, construct and maintain non-motorized pathways in Iosco County; and

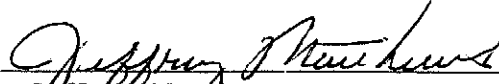
WHEREAS the parties have the mutual goal of planning for the maintenance of the said pathways, without imposing additional burden on existing COUNTY revenue streams.

NOW, THEREFORE, it is agreed between the parties as follows:

1. The Owner of the said pathways shall be the COUNTY.
2. On behalf of the COUNTY, EXPLORATION shall bear principal responsibility for development of the said pathways, which responsibility will include but not be limited to developing lead agency agreements to cover engineering and project costs, construction, operation, and maintenance of the completed project.
3. In pursuit of its objectives and the parties' mutual objectives, EXPLORATION shall in all ways remain in compliance with all applicable laws, and shall further comply with the requirements of grants received and sought by the COUNTY in regard to the said project.


4. In specific regard to maintenance, EXPLORATION accepts responsibility for establishing a mechanism for funding the ongoing maintenance of the pathways, which may or may not consist of it being paid by COUNTY monies, but if it is, it will be through a new revenue stream or fund, procured by the efforts of EXPLORATION.
5. For its part, COUNTY agrees that a portion of revenue if any generated by pathway use shall be dedicated to maintenance, in a form to be agreed between the parties.
6. It is agreed by all parties that damage caused to said pathways beyond normal wear and tear caused by the actions or activities of any person or persons shall be the responsibility of that person(s). Damages may include but not be limited to damage created through construction activity for a residence, associated structures or other site improvements; and damage beyond normal wear and tear, created by person(s) using or accessing the pathway. Damages that are a third party's responsibility that are not repaired within a reasonable amount of time shall be subject to correction by EXPLORATION and billable to the person or persons causing said damages.
7. It is further understood that EXPLORATION shall erect and maintain the appropriate signs and pavement markings as may be required by the Michigan Manual or Uniform Traffic Control Devices and Michigan Department of Transportation.
8. Further, if one clause of this agreement is found to be invalid, the remaining clauses shall remain in full force and effect.
9. Any modifications to this agreement shall be done in writing only, and signed by all parties hereto.
10. This agreement integrates all verbal and written understandings of all parties, as it relates to the general scope of this document.

IOSCO COUNTY BOARD OF COMMISSIONERS

By: 
Jeffrey Matthews
Its Chairperson

Dated: 7/15/15

IOSCO EXPLORATION TRAIL

By: 
Timothy Kellstrom
Its Chairperson

Dated: _____

Drafted By:

Thomas B. Huck
Attorney at Law
Thomas B. Huck, P.C.
314 Newman Street
East Tawas, MI 48730
(989) 362-4447

And Modified By:

Ann Victoria Hopcroft
Attorney at Law
Hopcroft Law PLC
P.O. Box 372
Oscoda, Michigan 48750
(989) 630-3792

Iosco County Board of Commissioners

*Emailed
Bruce 5/18/16* (2)

COURT HOUSE
Tawas City, Michigan 48763

RESOLUTION

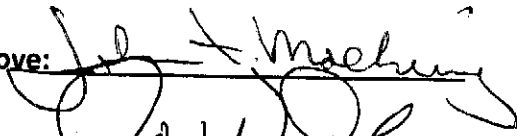
DATE: MAY 18, 2016

THE HONORABLE BOARD OF COMMISSIONERS:

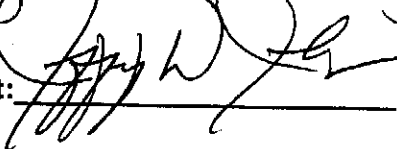
WHEREAS, the full board reviewed the Lead Agency Agreement between the Iosco County Road Commission and the County of Iosco as it relates to the construction and maintenance of a non-motorized bike path traversing through various parts of the County of Iosco and

NOW THEREFORE BE IT RESOLVED, the full board approves and accepts the Lead Agency Agreement as attached and authorizes its chairman to execute the same on behalf of the County of Iosco.

Move:



Support:



Roll Call: Ayes 4

Nays 1

Absent 0

LEAD AGENCY AGREEMENT

NOW COMES the IOSCO COUNTY ROAD COMMISSION, whose address is 3939 M-55, Tawas City, Michigan 48763 subsequently referred to as "ICRC", and THE COUNTY OF IOSCO, a Michigan Municipal Corporation, whose address is 422 Lake Street, Tawas City, MI 48764, herein referred to as "COUNTY", who hereby enter into this agreement for consideration which is acknowledged to be fair, and received by the signatures duly authorized representatives below, so as to clarify any understandings between and amongst all of these municipalities, as it concerns the construction and maintenance of a non-motorized bike path traversing through various parts of the COUNTY of Iosco.

1. There is a grant application that has been sought on behalf of the above-stated COUNTY, to construct, and thereafter maintain a bike path pursuant to various grant obligations, as it traverses through two (2) Townships within said COUNTY, being Oscoda and AuSable Townships. It is believed that the underlying grant programs require ICRC to be the lead agency in this application process. Therefore, in return for ICRC's agreement to be the lead agency so designated, the COUNTY hereby indemnifies ICRC for any financial, legal, or other costs, damage, fine, penalty, or other obligation and/or liability incurred either during the construction process and/or for the required length of time for maintenance of same. Furthermore, the COUNTY shall accept from ICRC, a transfer of any surface rights along said bike path and/or bridge associated with said bike path, being only a portion of the overall road right-of-way under ICRC's jurisdiction. This transfer of ownership therefore shall satisfy the COUNTY's requirement to be able to insure the indemnifications as set forth above. However, said transfer shall not in any way interfere with ICRC's exercise of jurisdiction over, under, and/or near said right-of-way, and/or to relocate portions of same.

Further, if the bike path falls into a state of disrepair and is not properly maintained by the COUNTY, then, and in that event, at ICRC's option, ICRC shall receive the road right-of-way rights being hereby transferred returning unto it and all COUNTY rights thereto shall revert

and therefore transfer back to the ICRC by this document, free and clear of any interest of the COUNTY, and record same at the Iosco County Register of Deeds.

2. Further, if one clause of this agreement is found to be invalid, the remaining clauses shall remain in full force and effect.

3. This agreement shall bind the heirs, successors, and assigns of all parties hereto.

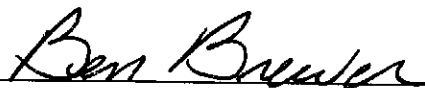
4. If a legal claim arises between the parties to this agreement, the jurisdiction of any relevant court to settle said dispute shall be that court whose jurisdiction includes the County of Iosco, State of Michigan.

5. Any modifications to this agreement shall be done in writing only, and signed by all parties hereto.


6. This agreement integrates all verbal and written understandings of all parties, as it relates to the general scope of this document.

IOSCO COUNTY ROAD COMMISSION

Dated: 5/23/16

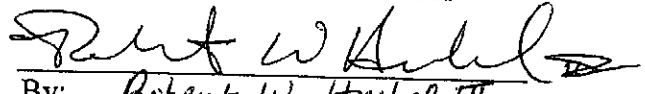

By: Ben Brewer
Its: Chairperson

Dated: 5/23/16


By: Kara Coleman
Its: Clerk

Dated: 5/18/16

IOSCO COUNTY COMMISSION



By: Robert W. Hrubel III
Its: Chairman

Crawford County Iron Belle Trail – Kirtland Community College Connector Maintenance Plan and Memorandum of Understanding

This proposed phase (III) of the Crawford County Iron Belle Trail will consist of 4.75 miles of a 10' wide trail with an asphaltic surface and 2' wide shoulders consisting of either gravel or grass surface. The trail will connect the Kirtland Community College Health Sciences Center at 4 Mile Road/I-75 in Grayling Township to the City of Grayling's existing bike route at Huron St. and Brink Street.

About 1.25 miles of the trail will be located in the City of Grayling, within the City's road right-of-way along Industrial St. and within MDOT's road right-of-way along Huron St. (M-72). The remaining 3.5 miles of trail will be located on a 100' wide parcel of land within and owned by Grayling Charter Township.

The proposed maintenance plan for this trail, as indicated in the table below, includes regular and as-needed tasks along with the corresponding responsible entity and estimated costs for completion.

REGULAR MAINTENANCE

Task	Location	Responsible Party	Est. Annual Cost/Value
Trail inspection (once/week if possible) including removal of debris & trash and noting/reporting any areas/items that need repair	Entire trail	Volunteers or City./Twp. Public Works Employees	\$ 1,800.00
* Mowing/trimming of grass shoulders (twice/mo., or as needed)	Grayling Twp.	Township/Volunteers	\$ 750.00
	City of Grayling	City/Volunteers	\$ 800.00
*Sweep the trail with a power broom (once per month, or more if needed)	Grayling Twp.	Township/Volunteers	\$ 750.00
	City of Grayling	City/Volunteers	\$ 246.00
Removal of large fallen trees/ tree limbs	Grayling Twp.	Township/Volunteers	\$ 1000.00
	City of Grayling	City/Volunteers	\$ 200.00
*Spraying of the trail with herbicide to prevent weed growth (once per growing season)	Grayling Twp.	Township/Volunteers	\$ 750.00
	City of Grayling	City/Volunteers	\$ 500.00
Repair/replace trail signage (as needed)	Grayling Twp.	Township/Volunteers	\$ 750.00
	City of Grayling	City/Volunteers	\$ 500.00
*Pavement maintenance/repair including crosswalk striping, joint and crack filling, tree root removal and patching (as needed)	Grayling Twp.	Township/Volunteers	\$ 750.00
	City of Grayling	City/Volunteers	\$ 500.00
Total Annual Maint. Cost			\$9,296.00

Note: * indicates tasks to be completed in spring, summer and fall

For maintenance tasks that are not under the purview of local volunteers, tasks may be completed by a licensed and qualified contractor, or employees of the local government entity assigned to the task. At the end of the trail's lifecycle (estimated 20 years), trail reconstruction will be done by a qualified contractor.

Grayling Charter Township's 2017-2018 FY budget has allocated over \$23,000 for parks and recreation. \$2,000 of that budget department is allocated for park and trails repairs and maintenance. The Township's annual budget would have to increase by an estimated \$4,550 per year to fund the maintenance for the portion of the trail that will be located within the Township.

The City of Grayling's 2016-2017 FY budget has allocated \$6,000 for parks and recreation operations and maintenance, \$2,000 of which is allocated specifically for maintenance. The City's annual budget would have to increase by an estimated \$1,200 per year to fund the maintenance for the portion of the trail that will be located within the City.

**Crawford County Iron Belle Trail – Kirtland Community College Connector
Maintenance Plan and Memorandum of Understanding**

The annual costs for maintenance along the trail are anticipated to be fairly low in the first few years after construction and could easily be handled by local volunteers from the Trails Committee and employees of the City of Grayling or Grayling Charter Township. As the trail infrastructure ages, the City and the Township will likely need to adjust their budgets to accommodate the increased cost of more expensive maintenance tasks, and match funding for grants to rebuild the trail at the end of its lifecycle.

Estimated lifecycle cost of the trail:

\$2,000,000 to design, engineer and construct by 2019
+ \$186,000 estimated annual regular maintenance costs over 20 years
= **\$2,186,000 TOTAL ESTIMATED LIFECYCLE COST**

The following parties hereby indicate their responsibility for maintenance tasks as outlined above, indicating commitment to the long-term maintenance and perpetual encumbrance of the trail, providing that Grayling Charter Township's 2017 MNRTF grant application, along with the Crawford County Road Commission's 2017 TAP grant application, are awarded for the development of the trail.

Printed Name: Rick Harland

Title: Supervisor, Grayling Charter Township

Signature: _____

Date: _____

May 12, 2017

Printed Name: Douglas Baum

Title: Manager, City of Grayling

Signature: _____

Date: _____

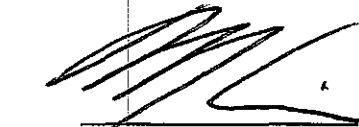
May 10, 2017

**AGREEMENT REGARDING OPERATION AND MAINTENANCE
OF THE
BOYNE VALLEY TRAILWAY**

THIS AGREEMENT is made to be effective this 1st day of October , 2016, between Boyne Valley Township, a Michigan general law township, whose address is 2489 Railroad Street, P.O. Box 191, Boyne Falls, Michigan, 49713 (Township) and the City of Boyne City, a Michigan home rule city, whose address is 319 N. Lake St., Boyne City, Michigan, 49712 (City).

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

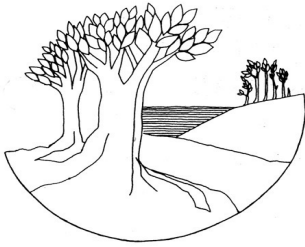
- 1.) The proposed Boyne Valley Trailway will be shared and maintained by both the City and the Township within their respective limits.

	<u>City Manager</u>	<u>9-30-16</u>
Signature	Title	Date

<u>Sue Hobbs</u>	<u>Supervisor</u>	<u>10-1-16</u>
Signature	Title	Date

Signature	Title	Date
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Signature	Title	Date
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SAUGATUCK TOWNSHIP

WWW.SAUGATUCKTOWNSHIP.ORG

3461 BLUE STAR HIGHWAY
P.O. BOX 100
SAUGATUCK, MI 49453

PHONE (269) 857-7721
FAX (269) 857-4542

TO: Non-Motorized Trail Committee
FROM: Joe R. Frey, Township Manager
CC:
DATE: September 2, 2021
RE: Trail Report Memo

Strategic Plan Touch Stone: N/A

Budget Action:

Committee/Commission Review:

Legal Review:

Recommended Motion:

Motion to approve the first of two reports and recommendations to the three governing bodies.

Description:

The report attached reviews the items listed within the Joint Resolution that was adopted by the three governing bodies. A highlight of the report is below:

- Identifies the required items listed within the Joint Resolution and the Committees recommendations, *found on Page 3 of the report.*
 - This recommendation also includes an additional recommendation to request an extension of the Committees existence until the grants have been submitted and awarded. *Page 5.*
- The Committee will be submitting a second report to recommend a final route selection for crossing the river. The Committee is also finalizing the local match goals for the grant application process. *Page 5.*
- Appendix A is a proposed Intergovernmental Agreement, in resolution form, to accept (*Page 7*)
 - Clarify the shared aspect of the trail and that trail will be maintained by the municipality that the trail is within.
 - Appoints the City of Saugatuck as the Act 51 grant applicant.
 - Appoints the Township of Saugatuck as the MDNR grant applicant on behalf of the communities.
 - Agrees that the Friends of the Blue Star Trail shall provide the funding match for the identified grants within the report,

- And finally accepts the report as presented.
- Appendix B is to include the City of Saugatuck in the maintenance Memorandum of Understanding (MOU). This is to address the Friends of the Blue Star Trail concerns and to clarify additional responsibilities for each municipality. This MOU is already in effect between the City of the Village of Douglas, Laketown Township, and Saugatuck Township.
- Appendix C is a draft letter of support required for the grant application process. Each community can write their own letter, the one attached is an example.
- Appendix D is the proposed route currently. The second report will have a final proposed route that include only one route for crossing the river. The acceptance of this route will focus on the majority of the trail.

BLUE STAR NON-MOTORIZED TRAIL COMMITTEE

Report and Recommendations

PROPOSED

September 3, 2021

Blue Star Non-Motorized Trail Committee Recommendation Report

Introduction:

The Blue Star Bike Trail has been a project goal for the Tri-Community area for a number of years. In 2020 the three communities, the City of Saugatuck, City of Douglas, and Saugatuck Township, and the Friends of the Blue Star Bike Trail agreed to create the Non-Motorized Trail Committee (now referred to as the Committee) and reaffirmed their support for the project. The Committee included two members from each municipality and two members from the Friends of the Blue Star Trail. The committee also included the Allegan County Road Commission and the municipal managers.

The Joint Resolution from the communities tasked the committee under Section 5 to draft an intergovernmental agreement, including but not limited to provisions that address listed below. The Joint Resolution also required a written report under Section 6.

Section 5:

- 5.A: The scope and nature of the project;
- 5.B: The potential lead (Act 51) agency for grant funding and oversight;
- 5.C: Responsibilities for preparing grant applications and for bidding and awarding contracts;
- 5.D: Indemnification and insurance requirements;
- 5.E: Expenses and responsibilities for the construction, maintenance, and future operations;
- 5.F: Possible funding options available to the Communities, and the funding of local match required;
- 5. G: The route of the trail; and,
- 5.H: The engineer of record.

The Joint Resolution also stated that the Committee would use its best efforts to complete the work by July 1, 2020.

Review of Progress to Date:

The Committee has continued to meet, even with the changes due COVID-19. The three communities did vote to extend the deadline until the Committee completes their work. Between the creation of the committee in 2020 and the spring of 2021, the Committee completed research and invited trail professionals to present options and paths forward. This led to the recommendation in April of 2021 that an engineer be hired to address a number of the required items within the Joint Resolution. This would be the first of two proposed intergovernmental agreements.

Blue Star Non-Motorized Trail Committee Recommendation Report

The Intergovernmental Agreement for Engineers Services was approved by the three communities in April/May of 2021. The cost of hiring the engineering firm would be covered by the Friends of the Blue Star Trail. The Committee recommended C2AE as the engineering firm. Once the engineering firm was selected the Committee started to work on determining the path and engineering approval. This led to the three Manager discussion on the trail maintenance and future operations. At the August 20, 2021, Committee Meeting, the consultants recommended that the Committee and communities start the discussion of a match. A local municipal match is highly recommended as it shows that the community has “skin in the game” and will add to grant points.

On August 24, 2021, the Committee held an open house for the public to give comments on the proposed designs of the trail. Much of the proposed trail has only one recommended option, which is located within the Township of Saugatuck. The section of path crossing the Kalamazoo River does have two options to select from.

On August 27, 2021, the Township proposed that an initial report be written, and a trail maintenance agreement be proposed to the communities. The proposal for the trail maintenance would state that each municipality would be responsible for their section of trail within their jurisdiction. Interest in a Maintenance Council did not show a positive response from each of the municipal representatives. The three Manager also discussed this option, and it was not recommended after discussion.

Committee Recommendations:

The Committee has completed and addressed the majority of the required tasks outlined within the Joint Resolution. Due to the timing of the grants and municipal meetings the Committee is recommending preparing two written reports and an interlocal maintenance agreement.

The first report will highlight most required tasks. The second report will address the remaining items.

Committee Initial Recommendations

The Committees recommendations for the Tri-Community Boards are listed below:

5.A: Scope & Nature of the project:

The three municipalities and the Friends of the Blue Star Trail intend to build three new sections of trail (the “Project”) to connect to existing sections, which will then constitute the 4.5-mile north section of the Blue Star Trail (“Trail”). The Trail will eventually extend approximately 20 miles from Saugatuck Township in the north, where it will connect to the existing Beeline Trail to Holland, to the Kal-Haven Trail in the south.

5.B: The potential lead (Act 51) agency for grant funding and oversight:

The Committee, after discussion, recommends that the City of Saugatuck act as the Act 51 Agency for the grant process.

5.C: Responsibilities for preparing grant applications and for bidding and awarding contracts.

C2AE, as a part of the engineering contract is providing grant assistance along with bidding and awarding contracts. The City Manager of Saugatuck has been designated as the main contact for the Engineers, per the Intergovernmental Agreement for Engineering. Each municipal manager is still responsible for construction in their jurisdiction.

The City of Saugatuck, as the Act 51 applicant will be required to process the grant, the grant funding process is stated to be reimbursement process.

5.D: Indemnification and insurance requirements

This has been agreed to as a part of the Engineering Interlocal Government Agreement that was approved in April/May 2021.

5.E: Expenses and responsibilities for the construction, maintenance, and future operations.

The Committee has determined that the Friends of the Blue Star Trail is responsible for the funding match for the construction of the trail. Each municipality will be responsible for the continued maintenance and capital replacement costs. The Committee is recommending an intergovernmental agreement that states that each of the three communities maintain their section of the trail. The proposed intergovernmental agreement is attached in *Appendix A: Intergovernmental Agreement*.

Blue Star Non-Motorized Trail Committee Recommendation Report

It is recommended to amend the Memorandum of Understanding between City of Douglas, Laketown Township, and Saugatuck Township to include the City of Saugatuck to address the agreement among all parties to maintain the trail system per a basic understanding of upkeep. The current and recommended Memorandum of Understanding is attached in *Appendix B: Memorandum of Understanding*.

The overall estimated cost for the project is between \$2,100,000 and \$2,240,000, depending on the final route selection

5.F: Possible funding options available to the Communities, and the funding of local match required.

The Committee, with assistance from C2AE, has determined that the communities will apply for the Michigan Department of Transportation (MDOT) Transportation Alternatives Program (TAP) Grant. The committee is also recommending applying for the Michigan Department of Natural Resources Trust Fund Grant. These two programs will require a match, which will be provided by the Friends of the Blue Star Trail. The match from the Friends of The Blue Star Trail will be determined once the final route selection is made. The MDOT TAP grant is due October 13, 2021, and the DNR grant is due in April of 2022.

The Committee is also recommending that the Township apply for the Natural Resource Trust Fund Grant on behalf of the three communities. It is recommended that each community approve a letter of support for the two grants, this is attached under *Appendix C: Letter of Support*. It is also recommended that within the Intergovernmental Agreement that the Township agree to apply for the Natural Resource Trust Fund Grant on behalf of the three communities.

The Committee will be reviewing and will recommend a local match amount later in the final report and recommendation.

5.G: Route of the trail

The Committee has identified the location and engineering for the majority of the trail. The diagrams are attached in *Appendix D: Proposed Trail System*. The Committee is finalizing a recommendation that will be presented in a final report regarding the City of Saugatuck and City of Douglas section.

5.H: Engineer of Record:

The three communities have hired and selected C2AE as the engineer of record for this project in the Intergovernmental Agreement that was approved in April/May 2021.

Blue Star Non-Motorized Trail Committee Recommendation Report

Additional Recommendation:

The Committee is also recommending to the three municipalities to allow the Committee to continue meeting until both grants have been submitted and awarded.

Second Report and Recommendation Items

The items below will be presented in a second report at a later date.

- Route of Trail (Crossing of River and City of Saugatuck Section)

The City of Saugatuck and City of Douglas representatives are still working on the final details and route/engineering selection on how to cross the Kalamazoo River. The Committee will finalize the route and engineering for the crossing in late September. The majority of the trail in the Township is finalized and can be recommended for Township approval.

- Municipal/Local Match

The Committee is still discussing its recommendation to its municipality on a recommended local match. The discussion so far has included an equal amount from each community to a pro-rated amount. This will be finalized prior to the October 13, 2021, grant deadline.

The Committee also needs to finalize the amount that the community will meet in a total match for the grant. This will determine how well the grant will do in the application review process.

Conclusion

The Blue Star Non-Motorized Committee recommends that each municipality accepts this report and the recommended resolutions and agreements. A final route report will be presented by October 2021.

Appendix A: Proposed Intergovernmental Agreement

PROPOSED

**A JOINT RESOLUTION REGARDING THE OPERATIONS AND
MAINTENANCE OF THE BLUE STAR TRAIL AND APPROVAL OF THE
NON-MOTORIZED TRAIL COMMITTEE REPORT**

Saugatuck Township Resolution No. _____

City of the Village of Douglas Resolution No. _____

City of Saugatuck Resolution No. _____

THIS RESOLUTION, is here made by and between the City of the Village of Douglas (referred to as Douglas), City of Saugatuck (referred to as Saugatuck), and Township of Saugatuck (referred to as Township) who hereby enter into this agreement for consideration which is acknowledged by the signatures of the duly authorized representatives signing this document, clarifying the relationship between Douglas, Saugatuck, and the Township as it concerns to the construction and maintenance of the Blue Star Non-Motorized Trail located within Douglas, Saugatuck, and the Township.

WHEREAS, Douglas, Saugatuck, and the Township intends to apply for grant funding to construct a non-motorized trail as presented within the trail route within the Non-Motorized Committee Report;

WHEREAS, the construction of the Blue Star Non-Motorized Trail will be a benefit to the Tri-Community area;

WHEREAS, the parties have the mutual goal of planning for the maintenance of said trail, without imposing additional burden on the three communities;

WHEREAS, the communities desire cooperation and collaboration to the construction and maintenance of the Blue Star Non-Motorized Trail;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The proposed trailway will be shared and maintained by Douglas, Saugatuck, and the Township within their respective limits;
2. Agrees to appoint the City of Saugatuck as the Act 51 Agent for the purpose of applying to the Michigan Department of Transportation grant application for the construction of the non-motorized trail;
3. Agrees to appoint the Township of Saugatuck as the applicant for the Michigan Department of Natural Resources Trust Fund grant application for the construction of the non-motorized trail;
4. Agrees that the Friends of the Blue Star Trail shall provide the funding match for the identified grants;
5. Accepts the report as presented by the Blue Star Non-Motorized Trail Committee;

BE IT RESOLVED, that this resolution shall become effective only in the event that the governing body for each of the Communities adopts it in the form and substance as set forth herein. Thereafter, the last date of approval shall be considered its effective date.

Blue Star Non-Motorized Trail Committee Recommendation Report

The foregoing resolution was proposed by _____, and seconded by _____.

AYES : _____

NAYS: _____

ABSENT: _____

CERTIFICATION

As its Clerk, I certify that this is a true and complete copy of an adopted resolution by _____ at a regular meeting held on _____ in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended.

_____, Clerk

Date

PROPOSED

Appendix B: Memorandum of Understanding

PROPOSED

MEMORANDUM OF UNDERSTANDING

REGARDING

THE BLUE STAR TRAIL

BETWEEN

**SAUGATUCK TOWNSHIP AND LAKETOWN TOWNSHIP AND THE CITY OF
VILLAGE OF DOUGLAS AND CITY OF SAUGTUCK**

PURPOSE: The purpose of this Memorandum of Understanding is to illustrate that the "Blue Star Trail", a non-motorized trail linear park, will be shared, maintained, and operated in a mutually beneficial and collaborative manner between the entities of Saugatuck Township and Laketown Township and the City of the Village of Douglas and City of Saugatuck ("The Partners").

SCOPE: The scope of this agreement is limited to the constructed sections of the Blue Star Trail that traverses the partners' respective legal jurisdictions.

HISTORY OF RELATIONSHIP:

- The Partners work together on preparing plans and routes for the Blue Star Trail.
- The Partners support good faith efforts to collaborate on general maintenance of the Blue Star Trail which may include sharing of equipment, materials and/or staff, Allegan County "Debt Crew" services, as necessary and as agreed to in advance.
- The Partners have residents and taxpayers in the independent non-profit "Friends of the Blue Star" organization that assists with maintenance, development, and events related to the "Blue Star Trail".
- The Partners collaborate on funding and development efforts of the "Blue Star Trail".
- All the Partners have recognized regional safety, economic and sociological benefits of the "Blue Star Trail" and encouraged collaboration between local governments and Allegan County and Allegan County Parks Department.

UNDERSTANDING:

1. The Partners agree to collaborate on maintenance associated with public ownership/operation of their owned non-motorized trails. Each Partner shall be responsible for all costs associated with their segment of the Blue Star Trail. Such activities may include but are not limited to: weed spraying, tree removal, tree trimming, grass mowing, trail sweeping, non-motorized trail drain replacement and/or improvements, edging, sign replacement and/or other activities associated with regular use of non-motorized trail facilities.

Blue Star Non-Motorized Trail Committee Recommendation Report

2. The Partners agree to collaborate on sectional trail replacements, asphalt crack sealant, asphalt repairs and/or replacements, bridge span repairs and/or replacements and other large projects such as grant applications, engineering design and/or planning and engineering.
3. The Partners will at their option utilize staff members, private contractor(s) and/or volunteers to conduct shared trail maintenance. The Partners will endeavor to utilize common request for proposals, bids and/or contract agreements for maintenance services. The parties further agree to coordinate solicitation of resources including any grant applications, requests to foundations, or public fundraising efforts.

ACTIVITIES:

1. Project development - The Partners will plan and work together to identify projects necessary or that are desired to maintain or enhance a uniform and cost-effective Blue Star Trail experience.
 - A. To reduce regular maintenance costs of mobilization and coordinate work schedules of private contractor services and public employees such as tree trimming, weeding, lawn mowing and or fertilizing;
 - B. Partners shall endeavor to fund and replace uniform trail signage that exists along their respective portions of the Blue Star Trail and shall endeavor to preserve any approved artistic metal sculptures along the Blue Star Trail.
 - C. Partners shall endeavor to share formal "Request for Proposals" (RFP) and agree on terms and evaluation criteria that is to be used to grade the proposals or bids pursuant to the formal RFPs.
 - D. Partners agree to coordinate efforts in case of catastrophic weather conditions to facilitate timely repairs of damages or losses to the Blue Star Trail.
 - E. Partners agree to adhere to generally accepted engineering standards of design, inspection, and construction of all portions of the Blue Star Trail that exist in their jurisdictions. Partners agree to adhere to appropriate public developmental practices for all repairs, reconstructions, or extensions of the Blue Star Trail.
2. Construction - The Partners will coordinate construction, alteration, repairs, reconstruction, or improvement projects for the Blue Star Trail.
3. Special Events-The Partners will determine that special events designed to promote the Blue Star Trail are appropriate and will work cooperatively as appropriate to conduct such events.

Blue Star Non-Motorized Trail Committee Recommendation Report

4. Community Promotion - The Partners may from time to time determine to engage in community promotional efforts and will endeavor to work cooperatively to conduct such promotion efforts for the Blue Star Trail. These may include but not be limited to such projects as trail newsletter, Facebook posts, and local newspaper articles.

OTHER:

1. Addressing issues and concerns -Any issues or concerns with this Memorandum of Understanding should be addressed to the Manager of the Partner Office or other chief appointed official(s) of the partnership as appropriate.
2. This Memorandum of Understanding is a formal agreement that shall be in effect upon signing by all Partners.

NOW, THEREFORE, it is hereby agreed to by and between the partners the following:

- Saugatuck Township and Laketown Township and the City of the Village of Douglas and City of Saugatuck will continue to collaborate on development, operation, and maintenance of the "Blue Star Trail."
- Resources, including staff time, materials and/or equipment will be shared on an as needed basis in a working collaborative relationship that shall minimize public expense of each Partner and maximize value of each Partners' owned portion of the Blue Star Trail.

IN WITNESS WHEREOF, the parties hereto have caused this Memo of Understanding to be a formal agreement between the aforementioned public entities.

City of the Village of Douglas Date
Mayor

City of the Saugatuck Date
Mayor

Saugatuck Township Date
Supervisor

Laketown Township Date
Supervisor

Appendix C: Letter of Support

PROPOSED

Blue Star Non-Motorized Trail Committee Recommendation Report

Grant Agency

Address

September _____, 2021

RE: Municipality Name Letter of Support for Grant

Dear Agency,

The Municipality Name is writing this letter to show our support for the joint application to build the 4.5-mile sections of the Blue Star Non-Motorized Trail. This project is a top priority for the Municipality Name and our residents. The trail will provide access to nature and a safe pathway for residents to move within the community. We thank you for your time.

Sincerely,

Municipality Name

Appendix D: Proposed Trail System

~~The Route will be added from the PDF from C2AE~~

PROPOSED

Blue Star Trail - Route Descriptions and Alternates

Washington Street to Lake Street (Douglas and Saugatuck)

Option 1 – 3 Lane Roadway with 8' Non-motorized Trail

- Restripe roadway to provide three each 11 foot traffic lanes
- Add 3 foot separation between trail and southbound traffic lane via pavement marking and vertical separation (traffic delineators, or other to be determined).
- Provides 8 foot non-motorized pathway with paved 2 foot clear zones on each side.
- North bridge approach includes a 10 foot wide separated trail behind the curb with a bike rail on the west side along the embankment (same for both alternates).

Observations/Discussion

- May require "design exception" from MDOT for 8 foot wide trail. Good justification is available.
- Vertical separation proposed through use of traffic delineators. MDOT may require curb or other separation technique.
- Maintains full 3 lane section through bridge and approaches. 11 foot center lane highly desirable by emergency services.
- **Estimated Construction Cost for this Alternative is \$130,000**

Option 2 – 2 Lane Roadway with 10' Non-motorized Trail and Traffic Signal

- Restripe roadway to provide 2 lane bridge crossing with 4.5 foot paved shoulders and greater separation from non-motorized trail. Vertical separation also required or highly recommended (traffic delineators or other to be determined).
- Provides 10 foot wide non-motorized trail with paved 2' clear paved clear zones on each side.
- South bridge approach transitions back to 3 lanes for left turns at Washington Street. This section has 2 each 11' travel lanes with a 10' left turn lane and no shoulders.
- Two lane alternate requires traffic signal at Lake Street for emergency vehicles

Observations/Discussion

- Short left turn lane stacking at south end of bridge may cause traffic backups
- Vertical separation proposed through use of traffic delineators. MDOT may require curb or other separation technique.
- Traffic Signal Provides the following benefits:
 - o Southbound traffic lane through bridge can be cleared of traffic via remote control of the signal before emergency vehicles get to the bridge.
 - o Would provide traffic control of vehicular and pedestrian traffic at the Lake Street intersection during normal operation.
- Adds fairly significant cost (approx. \$150,000), of which only approximately 20% would be eligible for funding participation.
- **Estimated Construction Cost for this Alternative is \$280,000**

Alternates Also Considered for this section but not recommended for further evaluation

- Two lane roadway w/o traffic signal. – Not supported by Emergency Responders.
- Various width additions to the existing concrete sidewalk on north side. – Requires bike railing along traffic lane/edge of sidewalk as well as increased height rail on outer edge of bridge. Significantly changes the bridge loading and drainage systems. Very high costs.
- Three lanes configuration with 11.5' travel lanes and 10' left turn lane. – Not supported by Emergency Responders due to limited left turn lane width.
- For northerly bridge section, on roadway lane to Lake Street (utilizes existing acceleration lane). – Traffic impacts at Lake Street due to loss of existing acceleration lane.

Blue Star Trail - Route Descriptions and Alternates

Lake Street to Maple Street (City of Saugatuck)

Option 1 – Full Roadway Separation with At Grade Boardwalk or Retaining Wall Section

- Maintains existing roadway as-is
- Requires guardrail relocation north of Lake Street
- Limited top width and steep embankment section on northwest side of roadway requires adding an at-grade boardwalk or retaining wall section north to Bridge Street to provide 10' separated trail with required clear zone (5' from edge of paved shoulder).
- From Bridge Street to Maple Street, embankment reverses and retaining wall on west side of trail likely required.

Observations/Discussion

- AASHTO Compliant separation
- No roadway configuration changes
- **Estimated Construction Cost for this Alternative is \$675,000**

Option 2 – 10' Non-motorized Trail with Reduced Separation

- Because of the high cost of Option 1, it may be possible to reduce the roadway separation requirement by adding a vertical separation component. This option would add concrete curb and gutter to the west side of the roadway along with a vertical component such as delineators. This can then reduce the separation from the travel lane to approximately 4 feet, and reduces the overall top width requirement by approximately 7 feet from Option 1.
- Requires existing guardrail relocation to face of curb.
- Roadway reconfiguration consists of cutting and removing paved shoulder and adding concrete curb and gutter at lane line.
- From Bridge to Maple, embankment reverses and retaining wall on west side of trail likely required.

Observations/Discussion

- Reduced horizontal separation from AASHTO minimum 5 feet requires vertical element and design exception approval from MDOT.
- Vertical separation proposed through use of traffic delineators and curb and gutter. Curb and gutter may not be eligible for TAP funding and may increase the local share requirement.
- Roadway drainage reconfiguration required
- **Estimated Construction Cost for this Alternative is \$600,000**

Alternates Also Considered for this section but not recommended for further evaluation

- Utilize a portion of the existing paved shoulder with pavement marking and rumble strips. = Requires a significant design exception. AASHTO standards require a minimum 5' separation from the edge of the paved shoulder (not lane line). Existing paved shoulder width on roadway is needed to continue to comply with AASHTO roadway standards.

Blue Star Trail - Route Descriptions and Alternates

Maple Street to Old Allegan Road (Saugatuck Township)

Three Distinct Typical Cross Sections Apply to the Area (No Alternates Provided)

All Sections are AASHTO compliant Separated Trails with No Roadway Reconfiguration

10' HMA Trail with Retaining Wall - From Maple to approximately 350' north

This section has a steep embankment up from the roadway and some structures close to the right of way line that will require a retaining wall to be constructed in order to construct the path within the right of way.

10' Separated Trail

The section from 350 feet north of Maple to 900 feet north of Maple has grades that allow for a standard separated trail construction.

- AASHTO Compliant separation
- No roadway configuration changes

Boardwalk – Old Allegan Road to 300 feet South

The northernmost section of trail to Old Allegan Road has wetland/low area adjacent to the roadway and will require a boardwalk section.

Estimated Construction Cost for this section is \$450,000

Alternates Also Considered for this section but not recommended for further evaluation

- None

Blue Star Trail - Route Descriptions and Alternates

Blue Star Highway to Holland Street via North Street, Amalanchier Park and 66th Street (Saugatuck Township))

Two Distinct Typical Cross Sections Apply to the Area

All Sections are AASHTO compliant Separated Trails with No Roadway Reconfiguration

10' Separated Trail

The section will apply along North Street (construction along old RR grade offset from roadway) from the Blue Star Highway to just east of the creek crossing, then north through Amalanchier Park and then along the east side of 66th Street (adjacent to cemetery) to Holland Street and the Beeline Trail to Holland.

Boardwalk

This section will apply to the wetland/creek crossing in Amalanchier Park. The length of boardwalk will be limited as much as practical.

Observations/Discussion

- This section of trail will be routed through a forested, undeveloped park setting providing a high aesthetic user experience.
- This section of 66th Street has very few residences. Location on the east side would not impact any residences but may require some tree removal.
- **Estimated Construction Cost for this section is \$330,000**

Alternates Also Considered for this section but not recommended for further evaluation

- Continue trail along the west side of the Blue Star Highway to Clearbrook and then along Clearbrook to Holland Street. – Requires at grade boardwalk or retaining wall due to steep dropoff near roadway and high costs.
- Continue trail along the north side of North Street to Holland Street rather than north through Amalanchier Park. – Limited right of way and steep slopes would require retaining wall, higher costs and greater impact to residences than other alternatives. A timber bridge crossing of the creek would still be required.
- A shared use roadway for the 66th Street portion was considered by would not be supported by the Road Commission. Grant requirements would dictate concrete sidewalks on both sides of the roadway which make cost comparable to a separated trail.