



**CITY COUNCIL WORKSHOP AGENDA
September 20, 2023 – 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. AT&T Lease First Review Pg.3**
 - B. Hardscaping/Heavy Landscaping in ROW Policy Pg.34**
 - C. 850 Park Street Slope Erosion Pg.42**
 - D. Asset Water Management Plan Pg.49**
 - E. Recycling Cans In Park Pg.81**
 - F. ZBA Appointment Pg. 85**
 - G. Special Event Application- Homecoming Parade Pg.87**
 - H. Special Event Application- Turkey Trot Pg.93**

7. Public Comments (Limit 3 minutes)

8. Closed Session:

A. AT&T Lease First Review:

Motion by _____, supported by _____, to move into a closed session pursuant to MCL 15.268(1)(h) to discuss a confidential written legal opinion regarding the proposed lease with AT&T for space within the Mount Baldhead Radar Dome and adjacent premises.

B. Hardscaping/Heavy Landscaping in ROW Policy:

Motion by _____, supported by _____, to move into closed session pursuant to MCL 15.268(1)(h) to consult with the City attorney regarding a confidential legal opinion regarding potential courses of action to address hardscaping improvements in the right

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:
ryan@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.

of way.

C. 850 Park Street Slope Erosion:

Motion by _____, supported by _____, to move into closed session pursuant to MCL 15.268(1)(h) with the City attorney regarding a confidential legal opinion regarding erosion on Park Street and any obligations, legal liability, or limitations for the City to expend funds related to a resolution.

9. Correspondence

10. Council Comments

11. Adjourn



City Council Agenda Item Report

FROM: Ryan Heise

MEETING DATE: 9/20/23

SUBJECT: AT&T Lease Mt. Baldhead Cellular Services

DESCRIPTION:

Staff and legal counsel are presenting a draft version of a lease agreement with AT&T for cellular services to be provided at the MT Baldhead tower. The draft lease will be reviewed in detail at your Council Workshop and is a 1st review.

BUDGET ACTION REQUIRED:

NA

COMMITTEE/COMMISSION REVIEW

NA

LEGAL REVIEW:

Yes

SAMPLE MOTION:

Move to approve the lease with AT&T to provide cellular services at the MT Baldhead radome site, conditioned on Zoning Board of Appeals (ZBA) approval and all other local, state and federally required conditions.

Market: OUTSTATE MI
Cell Site Number: GRANMI5943 SAUGATUCK Cell Site Name: [Insert Site Name] GRANMI5943 SAUGATUCK
Search Ring Name:
Fixed Asset Number: 15448500

TOWER STRUCTURE LEASE AGREEMENT

THIS TOWER STRUCTURE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by the City of Saugatuck, a Michigan Home Rule City, having a mailing address of 102 Butler Street, Saugatuck, MI 49453 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with a tower structure, specifically the Mount Baldhead Radar Dome (the “**Tower**”), together with all rights and privileges arising in connection therewith, located at [Insert Address if known, or Describe Location], in the County of Allegan, State of Michigan (collectively, the “**Property**”). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement. The parties acknowledge that the Tower is a landmark that is historically, culturally, and aesthetically important to Landlord, and thus agree that an integral purpose of this Agreement is to minimize, to the extent practicable, the visual impact of Tenant’s use of the Tower and Property and any damage or modification to the same.

The parties agree as follows:

1. LEASE OF PREMISES. Landlord hereby leases to Tenant a portion of the Property consisting of:

(a) Approximately 300 square feet of ground space, as described on attached **Exhibit 1**, for the placement of Tenant’s equipment (the “**Ground Space**”);

(b) The portion of the Tower selected by Tenant and dedicated for Tenant’s exclusive use and consisting of an envelope of twelve (12) contiguous vertical feet of space located exclusively within the radar dome within which any portion of Tenant’s communication equipment and improvements might be located, operated or maintained (the “**Primary RAD Space**”). The Primary RAD Space includes any area on a horizontal plane, extending in all directions from the Tower, that is perpendicular to such 12-foot vertical envelope and is not occupied by other preexisting equipment within the radar dome, and any portion of vertical space on the Tower on which Tenant’s communication equipment is located, but does not include any area outside of the radar dome. The location of the Primary RAD Space is identified in **Exhibit 1**. At any time during the Term of this Agreement, Tenant may, upon written request to Landlord, use portions of the Tower outside of, but adjacent to, the Primary RAD Space to accommodate Tenant’s improvements and equipment that extend outside the Primary RAD Space (the “**Extended Primary RAD Space**”), subject to Tenant’s confirmation that the space is available and that sufficient structural loading capacity is available or can be made available through structural modifications of the Tower and upon Landlord’s approval of the same, which may be withheld in Landlord’s sole discretion. In no event shall the Extended Primary RAD Space occupy any area outside the radar dome. The Primary RAD Space, as it might be expanded by the Extended Primary RAD Space at any time during the Term of this Agreement, shall continue to be referred to as the Primary RAD Space;

(c) Those certain areas where Tenant’s conduits, wires, cables, cable trays and other necessary connections (and the cables, wires, and other necessary connections and improvements of such third parties related to Tenant, such as Tenant’s utility providers) are located between the Ground Space or any Incremental Ground Space and the Primary RAD Space or any Additional RAD Space and between the electric power, telephone, fiber, and fuel sources for the Property (hereinafter collectively referred to as the “**Connection Space**”). Landlord agrees that Tenant shall have the right to install connections between Tenant’s equipment in the Ground Space and Primary RAD Space; and between Tenant’s equipment in the Ground Space and the electric power, telephone,

and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the Premises. Tenant agrees that, to the extent possible, all such utility lines, wires, poles, cables, conduits, pipes and other necessary connections shall be placed underground. The Ground Space, Primary RAD Space, and Connection Space are hereinafter collectively referred to as the “**Premises.**”

2. PERMITTED USE.

(a) Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include antennas, an equipment shelter or cabinet and any other items necessary to the successful and secure use of the Premises (the “**Communication Facility**” or “**Communication Facilities**”), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, provided such equipment is located within the Primary RAD Space (collectively, the “**Permitted Use**”). Landlord and Tenant agree that the Communication Facility and Tenant’s Permitted Use will adhere to drawings described on **Exhibit 1**. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord’s execution of this Agreement will signify Landlord’s approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use at their own risk Landlord’s contiguous, adjoining or surrounding property (the “**Surrounding Property**”) as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property’s main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant’s Permitted Use, including the right to install warning signs to make individuals aware of risks, install protective barriers and to install any other control measures reasonably required by Tenant’s safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant’s expense, provided that Tenant first confers with Landlord regarding the installation of warning signs, protective barriers and control measures reasonably required by Tenant’s safety procedures and obtains Landlord’s express approval for the same, which shall not be unreasonably withheld, conditioned, or delayed. Landlord’s approval will not be required for the installation of warning signs, protective barriers and other control measures required by applicable law, but Tenant shall still confer with Landlord and obtain Landlord’s confirmation that the visual impact of any such required warning signs, protective barriers and control measures is minimized to the extent practicable. Tenant has the right to install, modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Primary RAD Space at any time during the Term. Tenant may install, modify, supplement, replace, upgrade, expand Communication Facility within the Premises and outside of the Primary RAD Space at any time during the Term, but only if Tenant first obtains Landlord’s express approval, which shall not be unreasonably withheld, unduly delayed, or conditioned on additional payment of Rent. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations provided that Tenant first confers with Landlord regarding the alterations and obtains Landlord’s express approval for the same, which shall not be unreasonably withheld, conditioned or delayed. Landlord shall not prohibit Tenant from making alterations required by applicable laws, rules, or regulations, but Tenant shall still confer with Landlord and obtain Landlord’s confirmation that the visual impact of any such alterations is minimized to the extent practicable.

(b) [DELETED].

3. TERM.

(a) The initial lease term will be ten (10) years (the “**Initial Term**”), commencing on the Effective Date. The Initial Term will terminate on the tenth (10th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for sixteen (16) additional five (5) year term(s) (each additional five (5) year term shall be defined as an “**Extension Term**”), upon the same terms and conditions set forth herein, unless Tenant notifies Landlord in writing of Tenant’s intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or first Extension Term or second Extension Term. Upon the third Extension Term (ten (10) years after the expiration of the Initial Term), Landlord or Tenant may notify the other party in writing of their intention not to renew this Agreement at least sixty (60) days prior to the expiration of the applicable Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (“**Annual Term**”) until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly Rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term, increased by [[Spell Out Percent] percent (%)] over the applicable Rent in effect during the previous Annual Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the “**Holdover Term**”), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the “**Term**.”

4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the “**Rent Commencement Date**”), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, [Spell Out Dollar Amount] and No/100 Dollars (\$.00) (the “**Rent**”), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within ninety (90) days after the Rent Commencement Date.

(b) [DELETED].

(c) [DELETED].

(d) [DELETED].

(e) Upon the commencement of each Extension Term, the monthly Rent will increase by [[Spell Out Percent] percent (%)] over the applicable Rent in effect during the previous five (5) year term.

(f) [DELETED].

5. APPROVALS.

(a) Landlord agrees that Tenant’s ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant’s ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant’s sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant’s use of the Premises will be compatible with Tenant’s engineering specifications, system, design, operations or Government Approvals.

(d) Landlord’s approval of this Agreement shall be not construed as a waiver of Landlord’s statutory, zoning, police, or other municipal powers, nor shall Landlord’s approval of this Agreement be construed as

excusing Tenant from complying with any of Landlord's applicable ordinances, codes, rules, regulations, or policies.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

(f) by either party as set forth in Section 3(b).

7. **INSURANCE.** During the Term, Tenant will carry and maintain in effect such commercial general liability policy as Tenant may deem necessary. Said policy of commercial general liability insurance, per ISO Form CG 00 01 or equivalent, will provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00) per occurrence and in the aggregate and shall include Landlord as an additional insured by endorsement with respect to this Agreement.

8. **INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement, except to the extent such interference is necessary to prevent imminent harm or injury to the public or the Premises. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, access, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees, invitees, agents or independent contractors, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors. Nothing in this Section shall be construed as a waiver of Landlord's governmental immunity.

(c) Tenant agrees to indemnify, defend, and hold harmless Landlord, its elected officials, employees, officers, directors, agents, and representatives from any and all injury, loss, damage and/or claims related to or arising out of Tenant's use of the Mount Baldhead Park Trail, related steps or other path/trail to access the Premises, which consists of an unimproved trail providing access to the west side of the Premises, and steps intended for pedestrian use providing access to the east side of the Premises (the "Mount Baldhead Park Trail").

(d) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the Tower; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord ; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest in the form attached hereto as **Exhibit 10(b)**.

(c) The parties acknowledge that Landlord makes no warranty as to the condition or suitability of access to the Premises.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, based on the personal knowledge of the current City Council members and City manager at the time of execution of this Agreement, (i) the Property, as of the Effective Date, has no known hazardous substances, including asbestos-containing materials and lead paint that have been identified in any evaluation or study of the Property by the City, and (ii) the Property has never been subject to any any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, Tenant and its employees, agents, and subcontractors, will have reasonable access ("Access") to and over the Property, from the Mount Baldhead Park Trail to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Tenant acknowledges that the Mount Baldhead Park Trail is not designed for vehicular access, that the western portion of Mount Baldhead Park Trail is unimproved, and that Landlord is under no obligation under the terms of this Agreement to provide for upkeep, maintenance, preservation, or repairs to the Mount Baldhead Park Trail, including but not limited to snow removal. Tenant acknowledges and agrees its use of the Mount Baldhead Park Trail is at its own risk and that Tenant shall be responsible for any and all injury, loss, damage or liability, costs or expenses incurred by its employees, independent contractors, subcontractors, agents, or assigns while using the Mount Baldhead Park Trail. Before using the Mount Baldhead Park Trail to access the Premises, Tenant will provide Landlord with at least twenty-four (24) hours' advance notice, except in the event of an emergency, in which instance notice will be provided as soon as reasonably practical. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. If Tenant elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS.

13. REMOVAL/RESTORATION.

(a) All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities.

(b) Upon expiration or termination of this Agreement for any reason, Tenant agrees to remove all portions of the Communication Facility brought onto the Property by Tenant at its own expense and repair any damage to the Tower and Property attributable to Tenant's use, ordinary wear and tear excepted, all within one hundred twenty (120) days after such expiration or termination. Tenant will pay the Rent during the one hundred twenty (120)

day removal period or until Tenant's equipment is removed, whichever is earlier, at the amount that was in effect at the expiration or termination of the Agreement. Tenant's equipment removal obligations hereunder shall survive such expiration or termination for any reason. If the Communication Facility and any property belonging to Tenant are not removed from Property, and the Tower and Property are not returned to the condition required herein upon the termination or expiration of the Agreement within one hundred twenty (120) days after expiration or termination for any reason other than the fault of Landlord, Landlord may, at its sole discretion, remove and dispose of the Communication Facility and any property belonging to Tenant and restore the Tower and Property to the condition required hereunder. The cost incurred by Landlord will be charged to Tenant and paid within thirty (30) days of receipt of an invoice.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted.

(b) Landlord will maintain and repair the Property, and all areas of the Premises, subject to reasonable wear and tear and damage from the elements, excepting the Mount Baldhead Park Trail, which Landlord is under no duty to maintain or repair. Landlord will be responsible for maintenance of current landscaping on the Property. Landlord, , shall maintain the Tower's structural integrity at all times (which shall mean that at no time will Landlord allow the Tower's condition to become, or remain, overstressed under the applicable structural standards set forth in the then-current version of the ANSI TIA-222). Landlord shall at all times during the Term of this Agreement reserve and have ready for Tenant's immediate use sufficient structural loading capacity on the Tower to support Tenant's installation of up to thirty-five thousand square inches (35,000 sq. in.) of Wind Load Surface Area, in the aggregate, of Communication Facilities anywhere on the Tower (the "**Allowed Wind Load Surface Area**"). "**Wind Load Surface Area**" means the Flat Plate Equivalent Area, as defined in ANSI TIA standards, of any appurtenance (excluding all mounts, platforms, cables and other non-operating equipment) at ninety degrees (90°) perpendicular to wind direction, possessing the characteristics of flat material, with associated drag factors. Landlord shall be responsible for the costs of all structural modifications to the Tower, including the costs of related Government Approvals or other approvals, to support the Allowed Wind Load Surface Area. In the event that Tenant has used the Allowed Wind Load Surface Area and an installation of Communication Facilities within the Primary RAD Space will require structural modifications to comply with the Structural Standards, Tenant will pay Landlord for the portion of the structural modifications that is necessary to support Tenant's loading in excess of the Allowed Wind Load Surface Area. In the event that Tenant has used the Allowed Wind Load Surface Area and an installation of Communication Facilities within the Additional RAD Space will require structural modifications to comply with the Structural Standards, Tenant shall pay Landlord the portion of the structural modifications that is necessary to support Tenant's loading in excess of the Allowed Wind Load Surface Area. In no event shall Tenant be responsible for Tower modification costs to support the installations of other tenants or for the Tower to comply with applicable law so long as Tenant's installation is within the Allowed Wind Load Surface Area.

(c) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within thirty (30) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(d) As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four

(24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(e) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises, subject to Landlord's approval, which shall not be unreasonably withheld, conditioned, or delayed. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement without Landlord's consent, provided that the assignee assumes, recognizes and also agrees to become responsible to Landlord for the performance of all terms and conditions of this Agreement to the extent of such assignment. Upon notification to Landlord by Tenant of any assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment. Tenant shall have no right to sublease the Premises or its rights herein. .

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Tower Asset Group - Lease Administration

Re: Cell Site #: GRANMI5943; Cell Site Name: SAUGATUCK (MI)
Fixed Asset #: _15448500
1025 Lenox Park Blvd NE 3rd Floor
Atlanta, Georgia 30319

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: _GRANMI5943_; Cell Site Name: _SAUGATUCK (MI)
Fixed Asset #: _15448500_____
208 S. Akard Street
Dallas, TX 75202-4206

If to Landlord: City of Saugatuck
Attn: City Manager Ryan Heise
102 Butler Street
Saugatuck, MI 49453

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. COMMUNICATION FACILITY AS PERSONAL PROPERTY. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The

Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent, subject to Section 13(b) above.

21. TAXES.

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment is received by Landlord. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid the same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall have the right to split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant as long as the split, bifurcation, separation or division does not negatively or adversely affect the Tenants' access, Premises (as shown in Exhibit 1) or Tenant's Permitted Use.

(
(f) Any tax-related notices for which Landlord seek reimbursement shall be sent to Tenant in the manner set forth in Section 17 of this Agreement. Otherwise, any applicable state law, STC rule or guideline, or other local practice or policy shall control.

(

[DELETED].

23. [DELETED].

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate, except as stated in Paragraph 2 and 3; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity

means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord’s name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **[DELETED].**

(n) **[DELETED] WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **No Additional Fees/Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by Landlord and/or Tenant, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and Permitted Use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

“LANDLORD”

Witnessed by:

City of Saugatuck
a Michigan Home Rule City

Name: _____

By: _____

Print Name: [_____]
Its: _____ [Insert Title]
Date: _____ [Insert Date]

Name: _____

“TENANT”

Witnessed by:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

Name: _____

By: AT&T Mobility Corporation
Its: Manager

Name: _____

By: _____
Print Name: [_____]
Its: _____ [Insert Title]
Date: _____ [Insert Date]

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, _____ of _____, a _____ corporation, on behalf of the corporation.

Name: _____
Notary Public

Serial No.: _____

[NOTARIAL SEAL]

LANDLORD ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, _____ of _____, a _____ corporation, on behalf of the corporation.

Name: _____
Notary Public

Serial No.: _____

[NOTARIAL SEAL]

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page of

to the Tower Structure Lease Agreement dated [Insert Date] , 20 , by and between the City of Saugatuck, a Michigan Home Rule City, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The Premises are described and/or depicted as follows:

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 10(b)

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

[FOLLOWS ON NEXT PAGE]

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (“Agreement”), dated as of the date below, between [Insert Mortgagee's Name] having its principal office at [Insert Mortgagee's Address], (hereinafter called “**Mortgagee**”) and [Insert Landlord's Name], a [Insert Jurisdictional State, and Entity Type] having its principal office/residing at [Insert Landlord's Address] (hereinafter called “**Landlord**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

RECITALS:

- A. Tenant has entered into a certain Option and Lease Agreement dated [Insert Date], 20 , (the “**Lease**”) with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the “**Premises**”); and
- B. Landlord has given to Mortgagee a mortgage (the “**Mortgage**”) upon property having a street address of [Insert Address], being identified as Lot in Block in the of [Insert City], [Insert County] County, State of [Insert State] (“**Property**”), a part of which Property contains the Premises; and
- C. The Mortgage on the Property is in the original principal sum of [Spell Out Dollar Amount](\$) Dollars, which Mortgage has been recorded in the appropriate public office in and for [Insert County] County, [Insert State] (“**Mortgage**”); and
- D. Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant’s trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant’s right to possession of the Premises and any of Tenant’s other rights under the Lease in the exercise of Mortgagee’s rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and

Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

- (a) personally liable for any act or omission of any prior landlord (including Landlord); or
- (b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to paragraph 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

7. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

LANDLORD: [Insert Landlord's Name]
[Insert Jurisdictional State, and Entity Type]

By: _____
Print Name: [_____]
Its: _____ [Insert Title]
Date: _____ [Insert Date]

TENANT: New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: [_____]
Its: _____ [Insert Title]
Date: _____ [Insert Date]

MORTGAGEE: [Insert Mortgagee's Name] ,

By: _____
Print Name: [_____]
Its: _____ [Insert Title]
Date: _____ [Insert Date]

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

ACKNOWLEDGEMENTS

LANDLORD

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20__, before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

TENANT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20__, before me personally appeared _____, who acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

MORTGAGEE

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20__ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Mortgagee for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

The Property is legally described as follows:

The Premises is legally described as follows:

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

[INSERT AS APPLICABLE]

EXHIBIT 12

STANDARD ACCESS LETTER

FOLLOWS ON NEXT PAGE

EXHIBIT 24(b)
MEMORANDUM OF LEASE
[FOLLOWS ON NEXT PAGE]

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this _____ day of _____, 20____, by and between the City of Saugatuck, a Michigan Home Rule City having its principal office/residing at 102 Butler Street, Saugatuck, MI 49453 (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Tower Structure Lease Agreement ("**Agreement**") on the _____ day of _____, 20____, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be ten (10) years commencing on the Effective Date, with sixteen (16) successive automatic five (5) year options to renew. .
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

the City of Saugatuck, a
a Michigan Home Rule City

By: _____
Print Name: [_____]
Its: _____ [Insert Title]
Date: _____ [Insert Date]

TENANT:

New Cingular Wireless PCS, LLC
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: [_____]
Its: _____ [Insert Title]
Date: _____ [Insert Date]

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, _____ of _____, a _____ corporation, on behalf of the corporation.

Name: _____
Notary Public

Serial No.: _____

[NOTARIAL SEAL]

LANDLORD ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, _____ of _____, a _____ corporation, on behalf of the corporation.

Name: _____
Notary Public

Serial No.: _____

[NOTARIAL SEAL]

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page of

to the Memorandum of Lease dated _____, 20____, by and between the City of Saugatuck, a Michigan Home Rule City, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The Premises are described and/or depicted as follows:

W-9 FORM

[FOLLOWS ON NEXT PAGE]

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2	Business name/disregarded entity name, if different from above		
Print or type. See Specific Instructions on page 3.	3	Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
		<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5	Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6	City, state, and ZIP code		
7	List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

	Social security number					
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-			
	or					
	Employer identification number					
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



City Council Agenda Item Report

FROM: Ryan Cummins, Director of Planning and Zoning

MEETING DATE: September 20, 2023

SUBJECT: Hardscaping and Heavy Landscaping in City Right of Way

DESCRIPTION:

Complaints have been received and staff have personally observed instances where the installation of hardscaping and heavier landscaping have taken place without proper licensing. In response, City staff have initiated enforcement actions to address these violations.

While the City has established ordinances allowing licenses for certain items in the right of way, there is a lack of clear guidance for more permanent hardscaping and heavier landscaping. This issue raises several important considerations, including:

- Access and improvements to City infrastructure
- Safety
- Visual aesthetics
- Liability (both personal injury and property damage claims)
- Ongoing maintenance

At the July 19 workshop meeting, City Attorney Chris Patterson and I engaged in a discussion with the City Council and sought guidance in order to ensure the appropriate management and regulation of hardscaping and heavier landscaping within the City right of way. The City Council asked for further evaluation and a report back with options.

Attached is a report prepared by the City Attorney. Staff is seeking Council feedback and further direction on the recommendations.

LEGAL REVIEW:

Staff has discussed and consulted with the City Attorney on various right of way issues. City Attorney, Chris Patterson, prepared the attached report.

SAMPLE MOTIONS:

N/A at this time.

September 18, 2023

Via Electronic Mail

City Council
c/o Ryan Cummins
City of Saugatuck
102 Butler St.
Saugatuck, MI 49453

Dear Council Members:

Re: Liability for Resident Features in the Right-of-Way

We have worked with Ryan Cummins, Director of Planning, Zoning & Project Management, to provide guidance as to how the City of Saugatuck (the “City”) should address residents who are choosing to modify the City’s right of way by greenscaping, landscaping and/or hardscaping. In assessing this query, we first assessed the potential liability of the City in allowing various improvements within the City streets, and the limits on such liability due to the City’s various protections under the Governmental Tort Liability Act, MCL 691.1401 *et seq.*, and Michigan case law. Additionally, the City is not the first to deal with this issue, and thus we surveyed various regulations and permitting requirements of other Michigan municipalities and the MML, setting forth those that are representative of a balance in allowing City residents to make some improvement on City streets that are unimproved and contiguous to the City residents’ property, but allowing use by the City in the future. The overview of potential liability and analysis of relevant legal theories are set forth in a separate legal opinion for Council’s own edification in reviewing other information set forth in this memorandum.

As set forth below, we are recommending that the City implement a permitting process for certain features that could be permitted in the City streets, in which homeowners’ obligations will differ based on the type of improvement desired, and the potential for liability.



HOW OTHER MUNICIPALITIES HAVE REGULATED RESIDENT USE OF THE RIGHT OF WAY

Some municipalities have developed ordinances that address adjacent residents' use of the municipality's right of way. At a minimum, a municipality will adopt an ordinance that assigns duty to maintain sidewalks to the landowners abutting them. See City of Kalamazoo Ordinance, Section 33-38. However, some municipalities, such as the City of Royal Oak, have developed a comprehensive permitting system which regulates the types of improvements a property owner can make to land in the right of way.

Under such system, an individual is required to obtain a permit to construct in the right-of-way, unless such activity constitutes lawful and customary use by adjoining property owners (i.e., landscaping and lawful repair activities) or the landowner has already received city approval to do so. RO Ordinance, Section 650-12(A)(2); see City of Farmington Code of Ordinances, Section 28-1(a) (noting that permitting process does not apply to "de minimis activities" such as cutting the grass, removing snow, or parking vehicles in the right of way). A landowner must obtain approval to place items such as fences, rocks, stones, walls, planters, pots, or snow in the "highway, alley, public place, sidewalk, or crosswalk." RO Ordinance, Section 650-7(A). If required to apply for a permit, the system enumerates certain standards for the applicant to meet to obtain and keep a permit. RO Ordinance, Section 650-12(C), (F). Absent such approval and/or permit, the landowner must remove the constructed item within 24 hours of receiving notice from the City Engineer. RO Ordinance, Section 650-7(C).

Some municipalities have adopted systems that heavily regulate permitting sought by utility companies, though take a more laid-back approach to others. The City of Farmington requires an individual to obtain a permit from the city manager or designee "to make any excavation in, or to conduct any construction and/or maintenance activities within, over or below any public right-of-way." Farmington Ordinance, Section 28-1(a). This requirement does not apply to de minimis activities such as grass cutting, snow removal, sprinkler system installation, landscaping, or installation of other activities authorized by the code. Farmington Ordinance, Section 28-1(b).

However, for endeavors that require a permit, the Farmington Ordinance creates an application process and sets out standards to be met to obtain a permit. Property owners of single family residences excavating less than two feet are exempt from obtaining a permit to build in the right of way. See Section 28-3(f). However, utility companies and other property owners must comply with the application process, which includes submittal of a site plan, a description of the proposed equipment to be installed, and review by the city manager or his designee to determine whether installation would damage the existing utilities or infrastructure. Section 28-3. The Farmington Ordinance expressly regulates utility companies seeking to use the public right of way in Section 28-5.

THE CITY'S OPTIONS TO REGULATE HARDSCAPING AND LANDSCAPING IN THE RIGHT OF WAY

The City has state law protections from liability arising out of features such as fencing, topiary, or hardscaping, installed by property owners on the unimproved part of the right of way. The City could have liability for features that encroach into the improved portion of the roadway and for improperly maintained sidewalks established by landowners. With this in mind, the City has a few options that we have investigated for further evaluation by Council:

(I) Maintain Status Quo

At this time, the City's Code of Ordinances prohibits individuals from placing "any article, thing or obstruction" or tree in any street¹, except upon receipt of a permit, Saugatuck Code, Sections 96.21(B), 96.22, and 97.04.² One can obtain a permit for street openings, backfilling, curb cuts, snow removal, house moving, and outdoor seating. See e.g., Section 96.21 *et seq.* However, there is no provision expressly pertaining to placement of hardscaping or landscaping in the roadway.

The City Code gives landowners some responsibility for features placed in the street. Under Section 96.27:

Every owner of and every person in control of any estate hereafter maintaining a sidewalk vault, coal hole, manhole or any other excavation, or any post, pole, sign, awning, wire, pipe, conduit or other structure in, under, over or upon any street which is adjacent to or a part of his or her estate shall do so only on condition that the maintenance shall be considered as an agreement on his or her part with the city to keep the same and the covers thereof, and any gas and electric boxes and tubes thereon, in good repair and condition at all times during his or her ownership or control thereof, and to indemnify and save harmless the city against all damages or actions at law that may arise or be brought by reason of the excavation or structure being under, over, in or upon the street, or being unfastened, out off repair or defective during the ownership or control.

This places the responsibility for these installations on the property owners. While it does not directly address security for removal of these encroachments, it does allow the City to

¹ Definition of "street" includes "all of the land lying between property lines on either side of all streets, alleys and boulevards in the city, and includes lawn extensions and sidewalks and the area reserved therefor where the same are not yet constructed. Saugatuck Code, Section 96.20.

² Placement of a tree in the right of way merely requires permission from the Department of Public Works Superintendent. See Saugatuck Code, Section 97.04(B)(2).

charge the cost of encroachment removal to the abutting landowner. Section 96.29. It is assumed that “other structure” would encompass encroachments not authorized by the City Code.

Further, the City Code requires individuals to obtain a permit to construct, rebuild, or repair a sidewalk. Saugatuck Code, Section 96.48. The permit places the duty to maintain the sidewalk on the adjacent property owners. See Saugatuck Code, Section 96.54. If the property owner fails to maintain such sidewalk, the City can undertake the repair and charge the property owner. Section 96.55(C).

This current system covers liability arising from defective sidewalks and, in a limited sense, encroachments in the streets. However, it still does not expressly permit any encroachments in the street. It is expected that a City will strictly enforce the terms of its Ordinance. Should the City do that, it may have a negative impact on the aesthetic and feel of the City. It would discourage individuals from beautifying the area abutting the right of way. It may also impose tension for current properties that already have improvements within the City rights-of-way and, to our knowledge, have made such improvements without proper permits. Such prohibition would prevent an individual from doing something as minimal as planting flowers along or mowing the edge of their property. Should the City wish the continuance of such improvements, one may argue that it should undertake the costs and time associated with this itself.

(2) Limited Allowance by Permit of Landscaping and Hardscaping in the Right of Way

Should the City wish to permit some limited development of the right of way (especially as to the unimproved areas), it can adopt a regulatory scheme which requires a permit for individuals to build City-approved features in the right of way.

A comprehensive scheme allows the City to choose what sorts of improvements are placed in the right of way. Under such a scheme, the City can not only foster a certain aesthetic for the community, but also regulate the types of improvements built or desired to be built. This allows the City to monitor if features encroach on the improved portion of the highway. Furthermore, it gives the City a method (by bond or cost recovery ordinance) to fund removal of the improvement to enable City or utility improvements in the right of way.

If the City chooses to adopt this approach, it may consider exempting certain “softscaping” from the permitting process. This would constitute improvements such as flower beds, mulch, and general landscaping that pose little risk of causing injury and are easily removable.

With that said, the City can regulate more obtrusive features, such as fences, walls, or pavers, by requiring the permitholder to name the City as an additional insured on their homeowners' policy and agree to defend and indemnify the City if any adverse injury were to result that would subject the City to liability. This would help protect the City in the event of liability arising out of poor maintenance of the features. Additionally, this approach allows the City to prohibit features that constitute large liabilities—such as boulders or waterfall fixtures or other large scale features—that may fall into the improved portion of the roadway and lead to damage or injury.

CONCLUSION AND RECOMMENDATION

The City's liability is fairly limited in regards to landscaping and hardscaping encroaching on the right of way. As the City Code is currently drafted, individuals can only place certain objects in the right of way and require a permit to do so. Many of the encroachments placed by property owners do not fall under the permitted categories. Therefore, if the City chooses to permit some property owners to make aesthetic changes to the right of way and regulate what is placed in the right of way, it should consider amending the City Code to delineate what would be acceptable improvements and provide security for the City in the event that such improvements need to be removed or cause damage.

Should the City choose to undertake such an approach, we would recommend that the City amend its current regulatory ordinance that regulates prospective uses in the right of way based on a tiered system, as set out below:

Regulation of Permitted and Prohibited Uses:

(1) De Minimis Activities

- Permitted as of right
- Encompasses easy-to-remove features that do not pose a great risk of liability, such as yard clippings (grass, weeds, and soft clippings), snow, organic mulch, artificial turf and flowers and flower beds
- 48-hour notice required for removal

(2) Licensed Uses

- Permitted with License
- Encompasses mid-tier permanent features that have higher installation costs and pose a greater risk of harm, but generally improve and support the aesthetic of the community
- Examples: pavers, features that do not have the potential to create a dangerous condition in the roadway, small to medium sized planters, posts, small bushes that do not obscure view of the public right of way
- Licensees shall have reasonable notice to remove the feature should the City deem removal necessary to perform maintenance or other activity in the right of way

- City Council has discretion to grant exceptions to these rules
- (3) Prohibited Uses
 - These uses are expressly prohibited from being established and/or installed in the City Right of Way
 - Should be expressly delineated in the Ordinance
 - Encompasses features that are permanent, costly, and pose a great risk of harm to those utilizing the right of way if manipulated or moved or by operation
 - Examples: statutes; concrete, brick, or stone walls; boulders; fountains; bridges; light posts; accessory buildings; homes; and any feature that has the potential to create a dangerous condition in the roadway
 - Can be permitted only if pre-existing, incredibly costly to remove, and approved by the City Council. Examples of circumstances where such approval would be granted include pre-existing homes that abut the public right of way. Such approved use will be governed by the Licensed Uses standard, unless additional conditions are set by the City Council
 - This would not apply to traditional driveway access to property or curb cuts

For uses that require a license, we would recommend that the City Council adopt the following process:

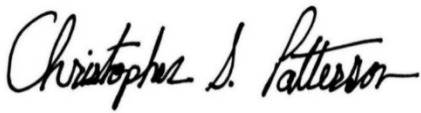
- Application submitted to the City Council containing at minimum the following information:
 - Name, address, and contact information for applicant
 - Desired Use/Installation
 - Prospective Cost of Installation
- License Application shall require an escrow deposit to cover any costs associated with reviewing the Application
- Within 30 days, reviewed by City Council, who can approve, deny, or approve with conditions.
 - Example of potential condition:
 - Requirement that the Applicant deposit with the City a bond constituting the reasonable cost of removal
 - City Council can consider proposed uses that are not expressly enumerated or prohibited in the Ordinance
 - City Council has discretion to deny such a use if it poses an unreasonable risk of harm to citizens
 - City Council must expressly set forth its reasons for denial or approval
- Any approved license may be filed by the Property Owner with the Register of Deeds
- All licenses issued are revocable

Revocation of a license may take place only after a hearing before the City Council upon not less than seven days written notice to the licensee at the address stated in the application of the licensee stating the time and place of the hearing and the reasons for revocation.

By imposing a system such as this, the City can effectively regulate features encroaching the right of way and limit its potential exposure for liability. This would serve to protect the City from unnecessary litigation expenses, as well as honor the community's desires to improve these parts of the roadway and create an aesthetically pleasing environment. Further, note that use of the public right of way for outdoor dining should be expressly exempted from these provisions, as it is covered by a process set forth in a different section of the City Code.

Please let us know any questions and concerns regarding this issue or our recommendation.

Sincerely,



CHRISTOPHER S. PATTERSON
MEMBER

Direct: 517.381.3205

cpatterson@fsbriaw.com

CSP/kjm



City Council Agenda Item Report

FROM: Ryan Heise

MEETING DATE: 9/20/23

SUBJECT: 850 Park Street Erosion Concern

DESCRIPTION:

In spring 2021, the City completed a resurfacing project on Park Street north of Mount Baldhead. Following the completion of this resurfacing project, ongoing concerns have been raised regarding erosion between the road and the Kalamazoo River. The property owners have requested that the City take action to rectify this erosion. Jon Moxey of F&V, Scott Herbert, Ryan Heise, and the City attorney have been involved in communicating with the property owners and conducting due diligence on the erosion and its impact to the roadway and property. In assessing the situation, City staff has identified potential costs for a resolution to the matter. Photographs are included to show the pre and post construction status of the area. The City attorney will also present any separate legal concerns in a legal opinion that can be discussed in closed session.

BUDGET ACTION REQUIRED:

\$25,700.00 Proposal

COMMITTEE/COMMISSION REVIEW

NA

LEGAL REVIEW:

Yes

SAMPLE MOTION:

Move to approve the proposal from Krohn Excavation in the amount of \$25,700.00.

Jon Moxey

From: Steve Krohn <steve@krohn.com>
Sent: Monday, August 14, 2023 11:02 AM
To: Jon Moxey
Subject: Park street

CAUTION: **EXTERNAL EMAIL DO NOT click links or open attachments unless you recognize the sender and know the content is safe.**

Jon

Our pricing for the Park Street storm sewer work.

Price includes:

Mobilization of equipment

Barrels as needed for our work

Use long reach excavator to install apr. 35' of 12" Schedule 40 PVC pipe w/ 2 ea. 45's, 2' dia. CB

Install rip rap

Regrade and topsoil bottom area and slopes w/ mulch blankets

Mill 2' wide by 1.5" deep and install asphalt curb

Restore area behind curb

\$25,700.00

The fittings must be ordered so please give us as much notice as possible.

Thanks

Steve

CITY OF SAUGATUCK
850-860 PRECONSTRUCTION PHOTOS (5/13/2019 & 6/19/2019)



860 Park Street area looking north



856 Park Street area looking north

CITY OF SAUGATUCK
850-860 PRECONSTRUCTION PHOTOS (5/13/2019 & 6/19/2019)



856 Park Street area looking north



856 Park Street area looking east

CITY OF SAUGATUCK
850-860 PRECONSTRUCTION PHOTOS (5/13/2019 & 6/19/2019)



850 Park Street area looking south

CITY OF SAUGATUCK
850-860 PARK STREET POST CONSTRUCTION PHOTOS



850 area looking east (3/3/2023)



850 area looking south (3/3/2023)

CITY OF SAUGATUCK
850-860 PARK STREET POST CONSTRUCTION PHOTOS



850 Park Street area looking north (4/5/2023)



City Council Agenda Item Report

FROM: Ryan Heise

MEETING DATE: 9/20/23

SUBJECT: Asset Water Management Plan

DESCRIPTION:

City/Township Managers continue to discuss the Asset Management Plan (AMP), along with our respective attorneys and engineers. The City Council engaged Baker Tilly (consultant) to assist with the AMP and the first meeting was conducted on 8.9.23. The Tri-Communities have directly engaged with EGLE to ensure that our respective municipalities stay in compliance. Discussions with the City Council will be needed to ensure that assets owned by the city are funded for replacement after their useful life.

The City Engineer has provided a draft Drinking Water Assessment Plan, and in turn Baker Tilly has provided a draft financial analysis.

Baker Tilly has highlighted key points:

1. No decisions will be made until after Authority discussions are completed.
2. Unsure of Drinking Water State Revolving Fund (DWSRF) funding at this point, but not anticipated this year.
3. City will need to implement a user rate to have funding needed to do future capital improvements.
4. Talk through what current expectations are with capital responsibilities and how they may change over time.

The immediate focus for the City Council is to 1) comply with EGLE mandates for lead and copper rules and 2) provide a water asset management plan.

BUDGET ACTION REQUIRED:

None at this time

COMMITTEE/COMMISSION REVIEW

NA

LEGAL REVIEW:

Yes

SAMPLE MOTION:

Move to approve the draft water asset management plan as provided by Baker Tilly.

CITY OF SAUGATUCK (MICHIGAN) WATER FUND

COMPARATIVE STATEMENT OF NET POSITION

	As Of		
	<u>6/30/2020</u>	<u>6/30/2021</u>	<u>6/30/2022</u>
	(-----Per Audit-----)		
Assets			
Cash and cash equivalents	\$464,503	\$381,884	\$318,985
Investments	193,702	168,885	169,296
	<u> </u>	<u> </u>	<u> </u>
Total Assets	<u>\$658,205</u>	<u>\$550,769</u>	<u>\$488,281</u>
Liabilities			
Accounts payable	\$127,735	-	-
	<u> </u>	<u> </u>	<u> </u>
Fund Balances			
Public Works	530,470	\$550,769	\$488,281
	<u> </u>	<u> </u>	<u> </u>
Total Liabilities and Fund Balances	<u>\$658,205</u>	<u>\$550,769</u>	<u>\$488,281</u>

CITY OF SAUGATUCK (MICHIGAN) WATER FUND

COMPARATIVE STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

	Fiscal Year Ended		
	<u>6/30/2020</u>	<u>6/30/2021</u>	<u>6/30/2022</u>
	(-----Per Audit-----)		
Operating Revenues			
Charges for services	\$8,450	\$19,810	\$29,650
Interest and rents	15,468	1,489	306
Total operating revenues	<u>23,918</u>	<u>21,299</u>	<u>29,956</u>
Operating Expenses			
Public Works	<u>41,566</u>	<u>1,000</u>	<u>92,444</u>
Net operating income (loss)	<u>(17,648)</u>	<u>20,299</u>	<u>(62,488)</u>
Fund balance, beginning of year	<u>548,118</u>	<u>530,470</u>	<u>550,769</u>
Fund balance, end of year	<u><u>\$530,470</u></u>	<u><u>\$550,769</u></u>	<u><u>\$488,281</u></u>

CITY OF SAUGATUCK (MICHIGAN) WATER FUND

COMPARATIVE DETAIL OF OPERATING EXPENSES

		<u>Fiscal Year Ended</u>			<u>Test Year</u>	<u>Multiplier</u>
		<u>6/30/2022</u>	<u>6/30/2023</u>	<u>6/30/2024</u>		
		<u>(-----Per Client-----)</u>				
Expenditures						
801.000	Contractual Services	\$92,444	-	\$5,000	-	3.0%
	Salaries, Wages, & Benefits	-	-	-	\$10,000	3.0%
	Total Water Operating Expenses	<u>\$92,444</u>	<u>-</u>	<u>\$5,000</u>	<u>\$10,000</u>	

CITY OF SAUGATUCK (MICHIGAN) WATER FUND

SCHEDULE OF ESTIMATED CAPITAL IMPROVEMENTS - SCENARIO ONE

<u>Project Name/Description</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>
Complete Distribution System Materials Inventory	\$150,000			
Lead Service Line Replacement - Systemwide	500,000	\$5,000,000		
Wellhouse #5 Improvements	20,000	200,000		
Install Permanent Generator for Wells #4 & #5	10,000	100,000		
Maple Street Water Service Separation (720/ Olde Mill)		30,000		
Maple Street Water Main Replacement - Blue Star to S of North	115,000	1,150,000		
Elizabeth Street Water Main Replacement - Allegan to Main	35,000	350,000		
Lucy Street Water Main Replacement - Water to Butler	15,000	150,000		
Hoffman Street Water Main Replacement - Griffith to Grand	20,000	200,000		
Butler Street Water Main Replacement - Culver to Lucy	100,000	1,000,000		
Grand Street Water Main Replacement - Mason to Hoffman & Francis to St. Joseph	20,000	200,000		
Water Main Replacement/Looping in Well Field, Maple to High School	35,000	350,000		
River Crossing Water Main Replacement - Park to Water	85,000	850,000		
Bridge Street Water Main Extension				\$600,000
Total Estimated Capital Improvements:	\$1,105,000	\$9,580,000	-	\$600,000
Cash Funded:	\$150,000	\$30,000	-	-
Bond Funded:	-	10,505,000 [1]	-	\$600,000 [2]

[1] Includes 2023/24 & 2024/25 capital improvements.

[2] Includes 2026/27 capital improvements.

CITY OF SAUGATUCK (MICHIGAN) WATER FUND

CASH FLOW ANALYSIS - SCENARIO ONE

	<u>2023/24</u>		<u>Increases Per Year</u>	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>	<u>2027/28</u>	<u>Increases Per Year</u>	<u>2028/29</u>	<u>2029/30</u>
	<u>July - Dec.</u>	<u>Jan. - June</u>								
Assumptions										
Meter Equivalent Units (MEU) Billed	1,382	1,382		1,382	1,382	1,382	1,382		1,382	1,382
MEU Charge (monthly)	\$0.00	\$23.00	\$3.00	\$26.00	\$29.00	\$32.00	\$35.00	\$1.00	\$36.00	\$37.00
<i>Typical homeowner's monthly bill</i>										
Charges from City	-	\$23.00		\$26.00	\$29.00	\$32.00	\$35.00		\$36.00	\$37.00
Charges from KLSWA	\$25.40	25.40		26.16	26.95	27.76	28.59		29.45	30.33
Typical homeowner's monthly bill (assumes 4,500 gallons/month)	\$25.40	\$48.40		\$52.16	\$55.95	\$59.76	\$63.59		\$65.45	\$67.33
Revenue										
MEU Charge	-	\$190,716		\$431,184	\$480,936	\$530,688	\$580,440		\$597,024	\$613,608
Miscellaneous	\$3,000	-		3,000	3,000	3,000	3,000		3,000	3,000
Total Revenues	3,000	190,716		434,184	483,936	533,688	583,440		600,024	616,608
Less: Total Operating Expenditures	(5,000)	-		(10,300)	(10,609)	(10,927)	(11,255)		(11,593)	(11,941)
Net Operating Revenue	(2,000)	190,716		423,884	473,327	522,761	572,185		588,431	604,667
Less: Estimated Cash-Funded Capital Improvements	(150,000)	-		(30,000)	-	-	-		-	-
Estimated Debt Service #1 2024/25 State Revolving Fund Bonds [1]	-	-		(100,000)	(430,000)	(430,000)	(430,000)		(430,000)	(430,000)
Estimated Debt Service #2 2026/27 Open Market Bonds [2]	-	-		-	-	(15,000)	(80,000)		(80,000)	(80,000)
Net Cash Flow	(\$152,000)	\$190,716		\$293,884	\$43,327	\$77,761	\$62,185		\$78,431	\$94,667
Cash & Investments	\$260,957	\$108,957	\$299,673	\$593,557	\$636,884	\$714,644	\$776,829		\$855,260	\$949,928

[1] Estimated debt service payments based on \$9,454,500 30-year state revolving fund bond issue at an estimated interest rate. Total project assumed to be \$10,505,000 with \$1,050,500 grant.

[2] Estimated debt service payments based on \$600,000 10-year open market bond issue at an estimated interest rate.

CITY OF SAUGATUCK (MICHIGAN) WATER FUND

SCHEDULE OF ESTIMATED CAPITAL IMPROVEMENTS - SCENARIO TWO

<u>Project Name/Description</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>
Complete Distribution System Materials Inventory	\$150,000			
Lead Service Line Replacement - Systemwide	100,000	\$200,000	\$200,000	\$5,000,000
Wellhouse #5 Improvements				220,000
Install Permanent Generator for Wells #4 & #5				110,000
Maple Street Water Service Separation (720/ Olde Mill)			30,000	
Maple Street Water Main Replacement - Blue Star to S of North				1,265,000
Elizabeth Street Water Main Replacement - Allegan to Main				385,000
Lucy Street Water Main Replacement - Water to Butler				165,000
Hoffman Street Water Main Replacement - Griffith to Grand				220,000
Butler Street Water Main Replacement - Culver to Lucy				1,100,000
Grand Street Water Main Replacement - Mason to Hoffman & Francis to St. Joseph				220,000
Water Main Replacement/Looping in Well Field, Maple to High School				385,000
River Crossing Water Main Replacement - Park to Water				935,000
Bridge Street Water Main Extension				600,000
Total Estimated Capital Improvements:	<u>\$250,000</u>	<u>\$200,000</u>	<u>\$230,000</u>	<u>\$10,605,000</u>
Cash Funded:	\$250,000	\$200,000	\$230,000	-
Bond Funded:	-	-	-	\$10,605,000 [1]

[1] Includes 2026/27 capital improvements.

CITY OF SAUGATUCK (MICHIGAN) WATER FUND

CASH FLOW ANALYSIS - SCENARIO TWO

	2023/24		Increases Per Year	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30
	July - Dec.	Jan. - June							
Assumptions									
Meter Equivalent Units (MEU) Billed	1,382	1,382		1,382	1,382	1,382	1,382	1,382	1,382
MEU Charge (monthly)	\$0.00	\$20.00	\$3.00	\$23.00	\$26.00	\$29.00	\$32.00	\$35.00	\$38.00
<i>Typical homeowner's monthly bill</i>									
Charges from City	-	\$20.00		\$23.00	\$26.00	\$29.00	\$32.00	\$35.00	\$38.00
Charges from KLSWA	\$25.40	25.40		26.16	26.95	27.76	28.59	29.45	30.33
Typical homeowner's monthly bill (assumes 4,500 gallons/month)	\$25.40	\$45.40		\$49.16	\$52.95	\$56.76	\$60.59	\$64.45	\$68.33
Revenue									
MEU Charge	-	\$165,840		\$381,432	\$431,184	\$480,936	\$530,688	\$580,440	\$630,192
Miscellaneous	\$3,000	-		3,000	3,000	3,000	3,000	3,000	3,000
Total Revenues	3,000	165,840		384,432	434,184	483,936	533,688	583,440	633,192
Less: Total Operating Expenditures	(5,000)	-		(10,300)	(10,609)	(10,927)	(11,255)	(11,593)	(11,941)
Net Operating Revenue	(2,000)	165,840		374,132	423,575	473,009	522,433	571,847	621,251
Less: Estimated Cash-Funded Capital Improvements	-	(250,000)		(200,000)	(230,000)	-	-	-	-
Estimated Debt Service #1 2026/27 State Revolving Fund Bonds [1]	-	-		-	-	(160,000)	(540,000)	(540,000)	(540,000)
Net Cash Flow	(\$2,000)	(\$84,160)		\$174,132	\$193,575	\$313,009	(\$17,567)	\$31,847	\$81,251
Cash & Investments	\$260,957	\$258,957	\$174,797	\$348,929	\$542,504	\$855,512	\$837,945	\$869,792	\$951,044

[1] Estimated debt service payments based on \$10,605,000 30-year state revolving fund bond issue at an estimated interest rate.

CITY OF SAUGATUCK
ALLEGAN COUNTY, MI



DRAFT
DRINKING WATER
ASSET MANAGEMENT PLAN

September 2023
Project No. 862350



ASSET MANAGEMENT TEAM

Utility Information

Utility Name: Saugatuck Water Utility System
Street Address: 102 Butler St
City: Saugatuck
Zip Code: 49453
Phone Number: (269) 857-2603
WSSN: 03525

Number of Connections: 907

Personnel

City of Saugatuck

Contact Person: Scott Herbert
Title: Superintendent, Department of Public Works
Email: scott@saugatuckcity.com

Team Member: Ryan Heise
Title: City Manager
Email: ryan@saugatuckcity.com

Kalamazoo Lake Sewer & Water Authority

Contact Person: Daryl VanDyke
Title: Manager, Kalamazoo Lake Sewer & Water Authority
Email: daryl@klswa.com

Fleis & VandenBrink

Contact Person: Jon Moxey, PE
Title: Client Manager
Email: jmoxey@fveng.com

Team Member: Elaine Venema, PE
Title: Project Manager
Email: evenema@fveng.com

Team Member: Peter Drogosh, PE
Title: Project Engineer
Email: pdrogosh@fveng.com

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Appendix B: Asset Inventory

Appendix C: Capital Improvements Plan

Appendix D: Water System Budget

Appendix E: Billing Rate Structure

I. BACKGROUND

A. SERVICE AREA

The City of Saugatuck (City) is located in western Allegan County on Lake Michigan and has an area of 1.77 square miles. Saugatuck is located 11 miles southwest of the City of Holland and 18 miles north of the City of South Haven. As of the 2020 U.S. Census, Saugatuck has a permanent population of 865, though the City and other surrounding municipalities see a large increase in seasonal population during the summer months. According to the City's 2019 Parks & Recreation Plan, a seasonal influx of cottage owners, visitors, and boaters is estimated to virtually double the region's population.

The City of Saugatuck, the City of the Village of Douglas, and Saugatuck Township are Constituent Municipalities of the Kalamazoo Lake Sewer & Water Authority (KLSWA). KLSWA provides sanitary sewer and water service within the three Constituent Municipalities, as well as within Laketown Township. Laketown Township receives service through various contractual arrangements, but is not a Constituent Municipality of KLSWA under Act 233 and KLSWA's Articles of Incorporation.

B. PURPOSE

In a letter dated January 11, 2021 addressed to KLSWA and the managers of the Constituent Municipalities, the Michigan Department of Environment, Great Lakes, and Energy (EGLE) outlined deficiencies identified in a Partial Sanitary Survey of the KLSWA water system. The following is an excerpt from the letter:

EGLE's evaluation of KLSWA has revealed issues with ownership accountability, defined authority between owners and managers/operators, and fiscal management and revenue sourcing.

EGLE understands that KLSWA operates and maintains the water supply facilities, and the individual units of government have retained ownership of the water supply facilities within their jurisdictional boundaries. Therefore, the owner of the water supply facilities is not maintaining their own facilities; KLSWA is serving as a contract operator with additional authority to make operation and maintenance decisions and repairs. This agreement only establishes authority for daily operations and maintenance of facilities, and does not include a structure for capital improvements, long term asset management, authority for cross connection inspections, or other items necessary for the long term management of a water supply.

In a Corrective Action Plan dated April 27, 2021 addressed to EGLE, KLSWA and the managers of the Constituent Municipalities elected to develop, adopt, and implement a new water service agreement between KLSWA and the Constituent Municipalities. Additionally, each Constituent Municipality would prepare and submit an Asset Management Plan (AMP) and associated Capital Improvements Plan (CIP) for the water system assets located within their jurisdictional boundary.

The purpose of this report is to provide the City of Saugatuck with an AMP and associated CIP for the water system assets located within its jurisdictional boundary, to comply with EGLE and the Michigan Safe Drinking Water Act (Act 399 of 1976). Rule 1606 of Act 399 (R 325.11606) states that a community water supply that serves more than 1,000 people shall implement an asset management program (as defined in R 325.10102).

The intent of asset management is to ensure the long-term sustainability of the water utility by helping the utility manager make informed decisions on when it is most appropriate to repair, replace, or rehabilitate particular assets and by developing a long-term funding strategy. This report is intended to be the master plan for guiding the City on the overall water system improvements needed to ensure its ability to perpetually deliver the required level of service.

II. ASSET INVENTORY

Saugatuck’s publicly owned water system assets consist of two groundwater production wells, approximately 13 miles of water main, and a concrete ground storage reservoir; the City shares equal ownership of the reservoir with the City of the Village of Douglas. A map of the system is provided as Figure 1 in Appendix A.

Well #4 is rated for a capacity of 500 gpm, Well #5 is rated for 300 gpm, and together they produce between 51 and 64 million gallons of water annually. Water treatment at the wells consists of injection of chlorine for disinfection and polyphosphate for iron sequestration. The wells are housed in two separate buildings.

Water mains range from 4” to 16” in diameter and are composed of cast iron, ductile iron, and HDPE. The oldest water mains pre-date 1927, and were constructed as part of the original distribution system. Throughout the system, there are 134 fire hydrants with valves and approximately 162 water main isolation valves.

The storage reservoir has a capacity of 1,000,000 gallons and is the only storage available for Saugatuck, as well as the greater KLSWA water system.

The water asset inventory is presented in Appendix B and provides asset descriptions, year installed, location, manufacturer (where applicable), replacement cost, useful life, and criticality assessment. All information in the asset inventory is based on construction record drawings and other data received from the City and KLSWA. Not all assets had record drawings available, so their construction dates are either unknown or approximated based on record drawings from adjacent projects. There is currently a Geographic Information System (GIS) in place for refining the inventory as assets are replaced and further documented.

III. CRITICALITY ASSESSMENT

The criticality of each water system asset is based on a combination of its Probability of Failure and its Consequence of Failure. Determining each asset’s criticality allows the City to manage its risk and aids in determining where to spend operation and maintenance dollars and plan capital expenditures.

When determining an asset’s Probability of Failure, the following factors are considered: asset age, physical condition of asset, failure history, historical knowledge, experiences with that type of asset in general, maintenance records, and knowledge regarding how that type of asset is likely to fail. The table below details the Probability of Failure rating system. These ratings have been applied to each asset listed in the asset inventory in Appendix B.

Probability of Failure		
Rating	Probability	Description
5	Imminent	Will occur several times in the life of an item
4	Probable	Likely to occur several times in the life of an item
3	Occasional	Likely to occur sometime in the life of an item
2	Remote	Unlikely, but possible to occur in the life of an item
1	Improbable	So unlikely, it can be assumed occurrence may not be experienced

When determining an asset’s Consequence of Failure, the following factors are considered: cost of repair; social cost associated with the loss of the asset; repair/replacement costs related to collateral damage caused by the failure; legal costs related to additional damage caused by the failure; environmental costs created by the failure; loss of business revenue to the community; and any other associated costs or asset losses. The Consequence of Failure can be high if any one of these costs is significant or the accumulation of several costs occur with a failure. Other considerations when determining an asset’s Consequence of Failure may include the following:

- Can the system continue to produce an acceptable quantity and quality of water if asset fails?
- Is there redundancy for the asset built into the system?
- Are replacements / replacement parts on hand to replace/repair the asset on site?
- How long does it take to obtain parts or have service completed?

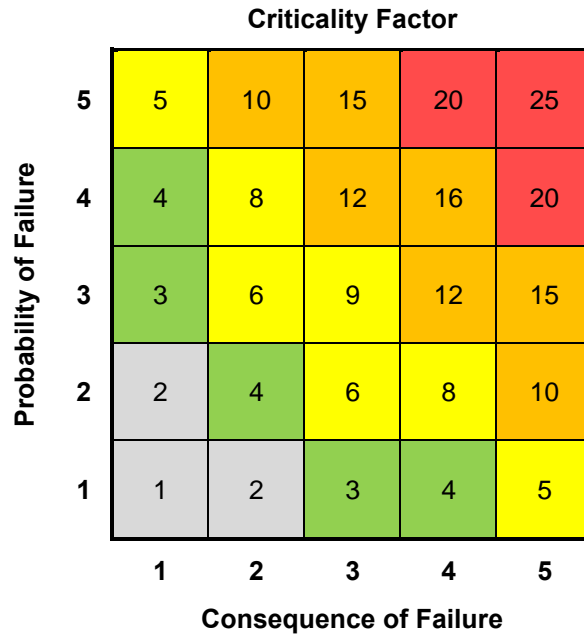
The table below details the Consequence of Failure rating system. These ratings have been applied to each asset listed in the asset inventory in Appendix B.

Consequence of Failure		
Rating	Consequence	Description
5	Catastrophic disruption	Massive system failure, severe health effects and death, persistent and extensive damage
4	Major disruption	Major effect, major loss of system capacity, major health effects, major costs, important LOS compromised
3	Moderate disruption	Moderate effect, moderate loss of system capacity, moderate health effects, moderate costs, important LOS still achieved
2	Minor disruption	Minor effect, minor loss of system capacity, minor health effects, minor costs
1	Insignificant disruption	Slight effect, slight loss of system capacity, slight health effects

Assessing an asset’s criticality requires an examination of its Probability of Failure and its Consequence of Failure as discussed above. The assets that have the greatest probability of failure and the greatest consequences associated with the failure will be the assets that are the most critical and, therefore, present the greatest business risk to the City. An analysis of each asset reveals which assets have the highest criticality factors and, therefore, which assets require the most attention either for repair or replacement. The following formula is used to determine an asset’s criticality:

$$\text{Criticality Factor} = \text{Probably of Failure} \times \text{Consequence of Failure}$$

The matrix below presents the various possible criticality factors, which are color coded based on their associated business risk. These factors have been applied to each asset listed in the asset inventory in Appendix B.



Assets with higher criticality factors and associated business risk should be more closely monitored and scheduled for rehabilitation or replacement. The table below provides recommended inspection and rehabilitation strategies based on an asset’s business risk.

Business Risk Management		
Criticality Factor	Business Risk	Strategies for Asset Rehabilitation or Replacement
17 - 25	Very High	Inspect immediately and replace in 1-2 years
10 - 16	High	Inspect immediately and develop short- to medium-term rehabilitation plan
5 - 9	Medium	Inspect immediately and develop long-term rehabilitation plan
3 - 4	Low	Develop short-term inspection strategy and long-term rehabilitation plan
1 - 2	Very Low	Develop medium- to long-term inspection strategy and long-term rehabilitation plan

IV. LEVEL OF SERVICE GOALS

The City of Saugatuck’s mission, as it relates to the water system, is to provide the community with continuous, safe drinking water and adequate fire protection that meets or exceeds Federal and State requirements by maintaining and improving the water system through the most cost-effective means without sacrificing quality.

The Asset Management Team (F&V and City staff) reviewed the City’s Level of Service (LOS) goals to ensure they aligned with the City’s standards and capabilities; the goals are detailed in the table below. The goals will be reviewed on an annual basis to determine if the City was successful in achieving the goals and what steps can be taken to improve the City’s performance.

LOS Determinant	Define the Goal	How the Goal is Achieved
Safe Drinking Water	Meet all Federal and State water quality regulations	Monitor water quality: monthly for bacteria, annually for partial chemical, and triennially for metals.
Health & Safety	Provide a safe and injury-free workplace	Conduct regular safety meetings. Incur no MIOSHA safety violations.
Security	Secure all water installations from tampering	Maintain well-lit, fenced and/or locked facilities with proper signage.
Operator Certification	Retain certified personnel to operate and maintain the system	Employ at least 1 operator in charge and 1 backup operator. Operators must maintain a minimum of D-2 and S-2 licenses.
Customer Complaints	Provide excellent customer service	Investigate all customer complaints within 2 business days of report. Report results of the complaint to customer verbally, via the phone, in person, or in writing. Follow up on all complaints to ensure customer satisfaction.
Regulatory Changes	Be aware of regulatory changes and comply with changes as they occur	Attend industry conferences and training sessions to stay informed of changes and requirements. Request annual meeting with local EGLE representative to ensure compliance.
Response Time	Provide excellent customer service	Respond to customer emergencies within 2 hours. Provide customers with written notice 24 hours in advance of any planned interruption in service.
Financial	Maintain funds to address unexpected breakdowns and major expenses	Evaluate water rates every 5 years and adjust the rates/budget accordingly. Seek external funding for major projects as they present themselves. Maintain an operating reserve of 10%.
Water Supply	Maintain all well-related equipment	Have wells and pumps professionally inspected annually, then complete recommended maintenance items. Regularly test and perform maintenance on backup power generators. Maintain well houses in adequate condition.
Water Quality	Provide high-quality, good-tasting drinking water	Maintain water treatment equipment. Flush water mains at least once annually.
Water Storage	Maintain storage tank for longer lifespan	Have the storage tank professionally inspected every 5 years, then complete recommended maintenance items.
Water Distribution	Maintain water mains, hydrants, and valves to ensure good working order	Flush all hydrants at least once annually. Exercise all primary valves on a 4-year rotation. Maintain system pressure above 35 psi, but strive for 60-80 psi under normal conditions. Monitor water losses annually and maintain below 10%.
Administrative	Ensure accurate billing	Review discrepancies and correct in a timely fashion.
Rules & Regulations	Monitor and enforce	Update and review rules annually - cross connections, site sampling plan, required lab analysis, consumer confidence report, safety program.

V. CAPITAL IMPROVEMENTS PLAN

A Capital Improvements Plan (CIP) was developed for the City of Saugatuck based on the Water System Reliability Study (WSRS) completed for KLSWA in February 2021 by Fleis & VandenBrink. Some items have been refined as better information has become available since then. The CIP is summarized below and a complete table of capital improvements, including anticipated costs and dates of completion, is presented in Appendix C. A map of the proposed improvements is provided as Figure 2 in Appendix A.

A. WATER SUPPLY

According to the WSRS, the system's water supply capacity is sufficient to meet projected water demands. The City's well pumps were last inspected in November 2019 by Peerless Midwest and were found to be operating at their rated capacities. No improvements to the well pumps are recommended at this time.

Well 5 is housed in a building that is constructed of sheet metal, which is in fair to poor condition. The wellhouse should be replaced with an appropriate block/brick building to provide better protection and security for Well 5. Additionally, the underground electric line that serves Wells 4 and 5 is not well protected and needs to be replaced with additional protection against potential damage or tampering. It is also recommended that the City install a permanent generator to power Wells 4 and 5 in the event of a power outage.

B. WATER STORAGE

The storage tank was last inspected in October 2019 by Dixon Engineering and was found to be in good overall condition. No improvements to the tank are recommended at this time.

C. WATER DISTRIBUTION

EGLE requires all water supplies to submit a complete Distribution System Materials Inventory (DSMI) by January 1, 2025. The DSMI involves physically verifying the material of a uniformly random, statistically sound number (20%) of service lines of unknown material. Due to the prevalence of known lead service lines throughout Saugatuck's system, it is recommended that the City verify at least 50% of its 229 service lines of unknown material, which equates to 115 service line verifications. Once lead service lines throughout the system are confidently located, they must all be replaced by January 1, 2041.

Distribution system improvements are recommended to improve available fire flows and overall system reliability. These improvements should be considered and implemented by City officials as deemed necessary and as funding allows. The City should plan on replacing any water mains smaller than 6 inches as road improvements are conducted in the service area. These pipes should be replaced with minimum 8-inch pipes.

Anticipated project costs are meant to be rough estimates for budgeting purposes only. Unit prices were assumed at \$385 per foot of 8" water main, \$410 per foot of 12" water main, and \$1,000 per foot of 16" water main (directional drill river crossing). Unit prices were based on recent contractor bid prices from similar projects designed by Fleis & VandenBrink. The unit price of water main includes the cost of appurtenances (hydrants, valves, fittings, etc.) and surface restoration, assuming a worst case scenario of the water main being installed along the centerline of the roadway, requiring two lanes of road pavement restoration.

D. FUNDING SOURCES

Four possible sources of funding have been identified for The City of Saugatuck to complete the capital improvement projects if desired. A brief description of each follows:

Drinking Water State Revolving Fund

This is a preferred alternative. It is a low interest loan program sponsored by EGLE. The current interest rate is 1.875% for 20-year loans (or 30- to 40-year loans for overburdened applicants), and 2.125% for 30-year loans. Some communities may be eligible for principal forgiveness based on their overburdened status.

The program is competitive, and projects are scored on a point system that ranks them on a priority list. Not all submitted projects are funded, so it is important to maximize points on the application. Requirements include a fairly extensive project plan, but most expenses, including the project plan, are eligible activities that can be rolled into the loan. In order for a community to be competitive, they should have an active Source Water Protection Program. Applications are submitted by June 1st of every year.

Special Assessment Bonds

Special assessments levied under PA 188 of 1954 are one of the most common ways to finance infrastructure improvements. The City may levy special assessments against properties that receive special benefits from a public improvement. Property owners have petition rights that must be satisfied before the special assessment can go forward.

Special assessments typically can be repaid in installments with interest. The bonds may not exceed the amount of the special assessment roll and may be secured secondarily by a pledge of the City's full faith and credit.

Revenue Bonds

Revenue bonds are authorized by PA 94 of 1933. They authorize the City to borrow money and issue bonds. They are paid from user fees generated by the operation of the improvements.

Revenue bonds are subject to the right of referendum. Petitions for a public vote can be filed by registered City voters during a 45-day referendum period. Voter approval is not required if the referendum period expires without petitions being filed.

Contract Bonds

Contract bonds are authorized by several state laws. They authorize the City to enter into an agreement with the County or a public authority in order to have the County or authority issue bonds on behalf of the City.

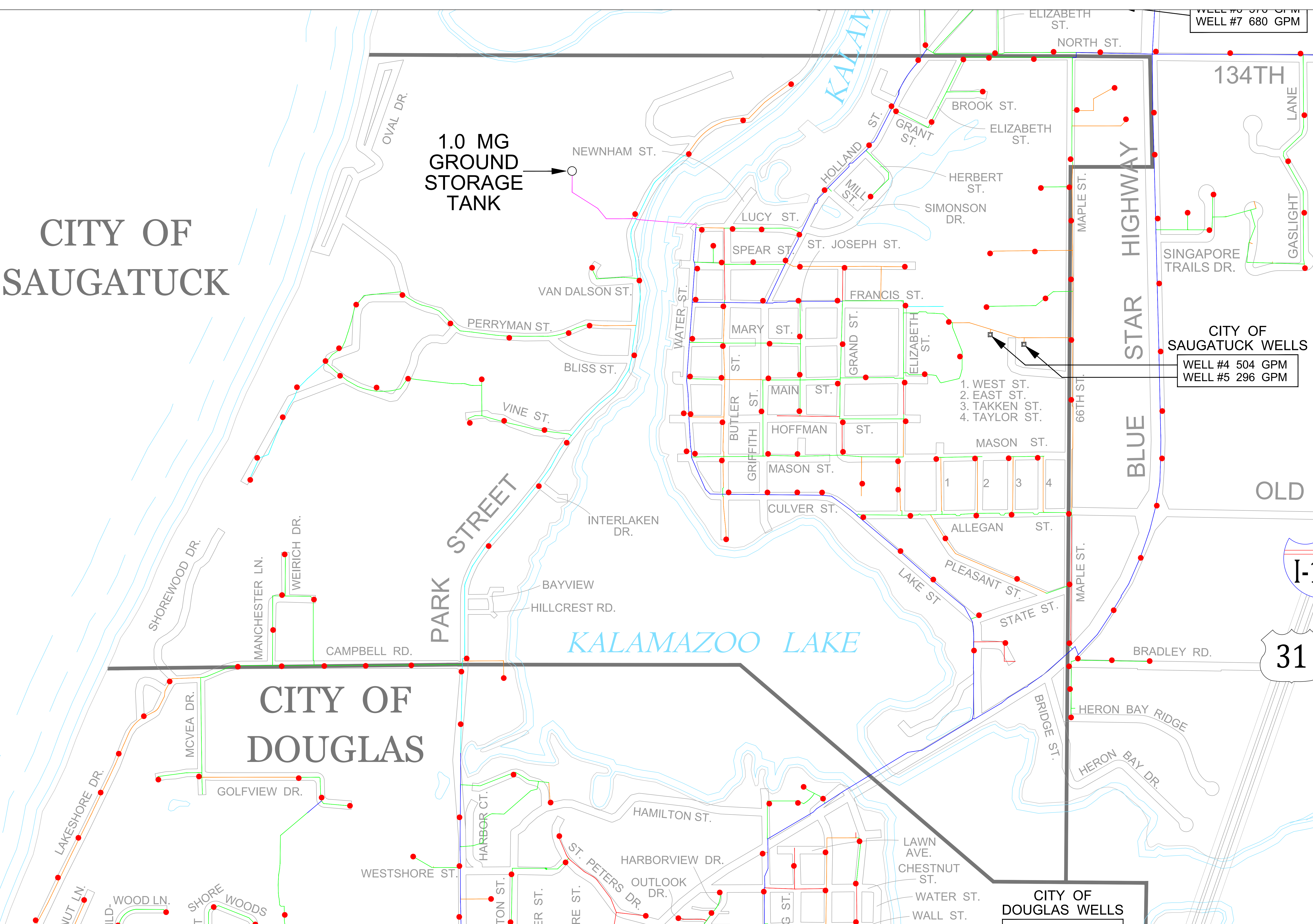
The City may want to consider a contract bond as the County may be able to borrow at a more favorable rate than the City if they are willing to pledge its taxing power as secondary security for repayment of the bonds. Also contract bonds may be paid back by a number of sources including specials assessments, connection fees, and user fees.

VI. REVENUE STRUCTURE & RATE METHODOLOGY

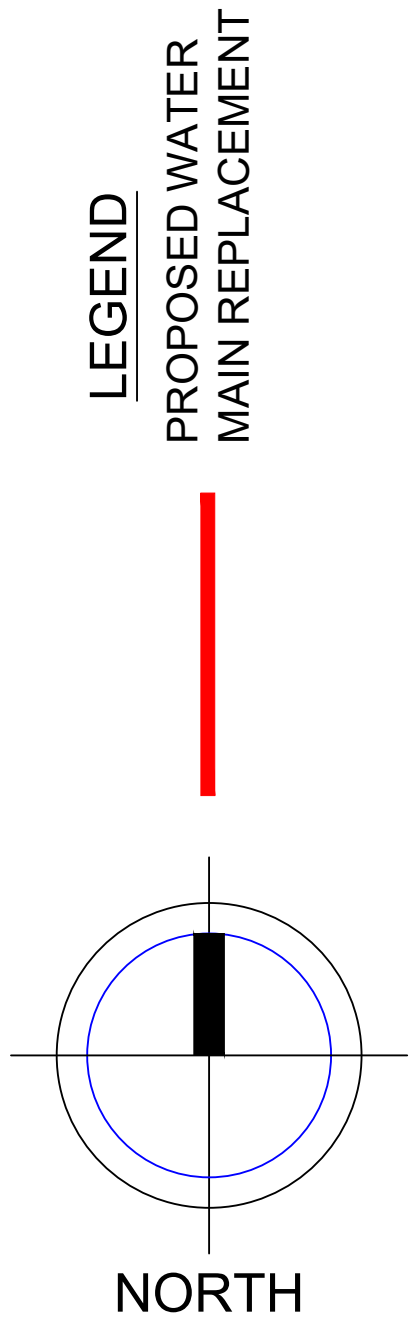
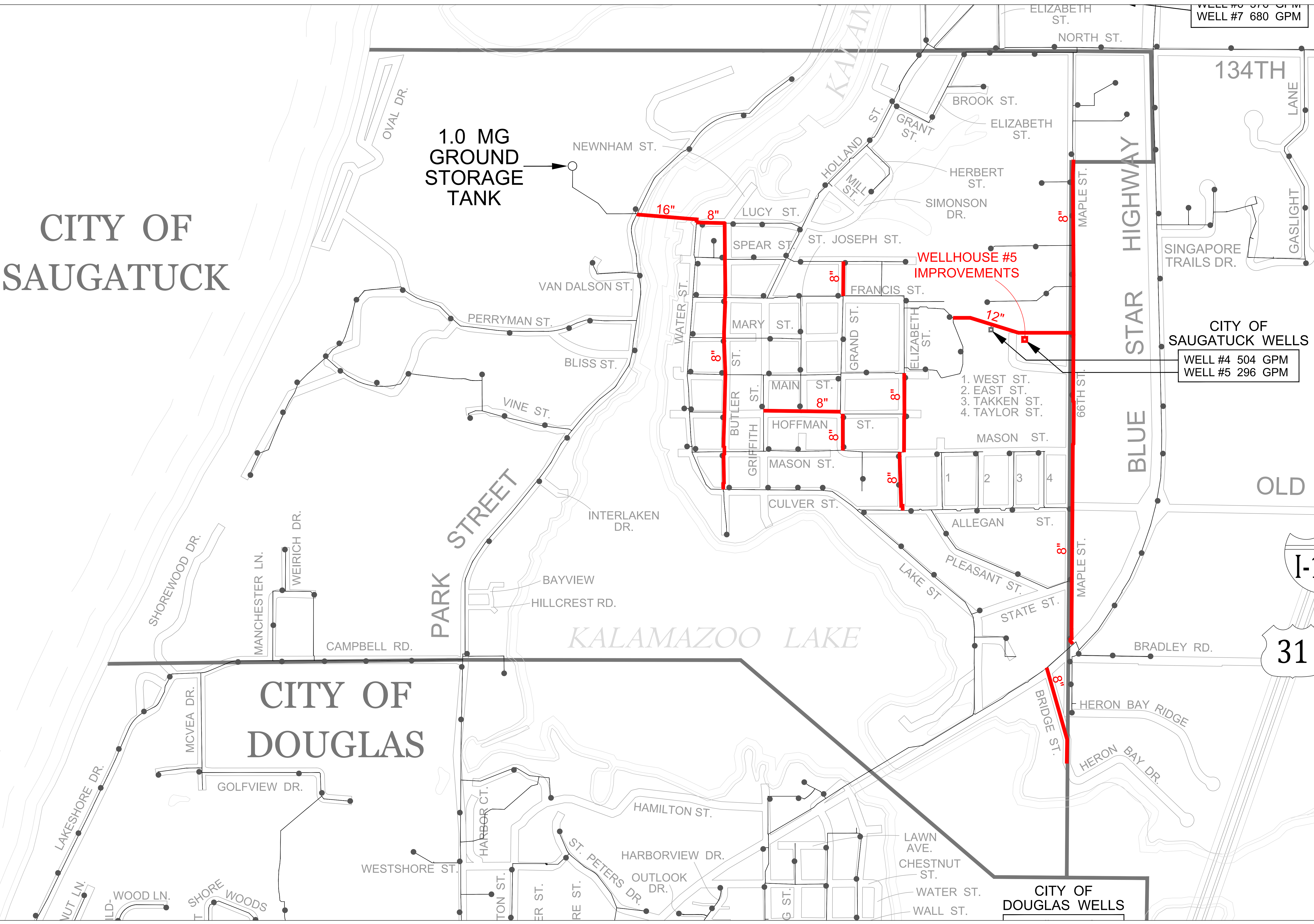
Saugatuck's financial advisor incorporated the CIP into the City's water system budget and determined the adjustments to the billing rate structure that will be required to generate sufficient revenue for implementing the CIP. The City has provided its water system budget in Appendix D and its current rate structure in Appendix E.

APPENDIX A: FIGURES

CITY OF SAUGATUCK



CITY OF SAUGATUCK



APPENDIX B: ASSET INVENTORY

Source Assets												
Source Assets	Year Installed (Year Overhauled)	Location	Latitude	Longitude	Manufacturer/Model	Replacement Cost	Estimated Useful Life in Years	Remaining Useful Life in Years	Percent of Useful Life Remaining	Probability of Failure	Consequence of Failure	Criticality Factor
Well #4 (12" diameter; 205' deep)	1966	Well #4	42.658722	-86.195667		\$ 150,000	90	33	37%	1	2	2
Well #5 (12" diameter; 157' deep)	1974	Well #5	42.658500	-86.194611		\$ 150,000	90	41	46%	1	2	2
Well #4 Wellhouse	1966	Well #4	42.658722	-86.195667		\$ 150,000	90	33	37%	1	1	1
Well #5 Wellhouse	1974	Well #5	42.658500	-86.194611		\$ 150,000	90	41	46%	4	1	4
Well #4 Pump (Rated 500 gpm @ 258 ft TDH)	1966 (2006)	Well #4	42.658722	-86.195667	Peerless	\$ 12,000	20	3	15%	3	2	6
Well #5 Pump (Rated 300 gpm @ 261 ft TDH)	1974 (2008)	Well #5	42.658500	-86.194611	Peerless	\$ 10,000	20	5	25%	3	2	6

Treatment Assets												
Treatment Assets	Year Installed	Location	Latitude	Longitude	Manufacturer/Model	Replacement Cost	Estimated Useful Life in Years	Remaining Useful Life in Years	Percent of Useful Life Remaining	Probability of Failure	Consequence of Failure	Criticality Factor
Chemical feed pump - chlorine	2015	Well #4	42.658722	-86.195667	Grundfos DDC 6-10	\$ 2,000	15	7	47%	2	4	8
Chemical feed pump - chlorine	2015	Well #5	42.658500	-86.194611	Grundfos DDC 6-10	\$ 2,000	15	7	47%	2	4	8
Chemical feed pump - phosphate	2015	Well #4	42.658722	-86.195667	Grundfos DDC 6-10	\$ 2,000	15	7	47%	2	4	8
Chemical feed pump - phosphate	2015	Well #5	42.658500	-86.194611	Grundfos DDC 6-10	\$ 2,000	15	7	47%	2	4	8

Storage Assets												
Storage Assets	Year Installed	Location	Material	Capacity (gal)	Manufacturer	Replacement Cost	Estimated Useful Life in Years	Remaining Useful Life in Years	Percent of Useful Life Remaining	Probability of Failure	Consequence of Failure	Criticality Factor
Ground storage tank (shared ownership w/ Douglas)	1984	Park St	concrete	1,000,000	Natgun	\$ 3,000,000	90	51	57%	2	4	8

Distribution Assets												
Distribution Assets	Year Installed	Material	Diameter (in)	Total Length (ft)	Manufacturer	Replacement Cost	Estimated Useful Life in Years	Remaining Useful Life in Years	Percent of Useful Life Remaining	Probability of Failure	Consequence of Failure	Criticality Factor
Water Mains	Unknown	Ductile Iron	6	385		\$ 108,000	110	Unknown	Unknown	2	1	2
Replacement Cost*:	Unknown	Ductile Iron	8	1,038		\$ 291,000	110	Unknown	Unknown	2	2	4
8" @ \$280 per foot	Unknown	Ductile Iron	10	344		\$ 104,000	110	Unknown	Unknown	2	2	4
12" @ \$300 per foot	Pre-1927	Cast Iron	4	2,355		\$ 660,000	125	Unknown	Unknown	5	1	5
16" @ \$320 per foot	Pre-1927	Cast Iron	6	1,791		\$ 502,000	125	Unknown	Unknown	5	1	5
	Post-1927	Cast Iron	4	198		\$ 56,000	125	Unknown	Unknown	4	1	4
*Assumes all water main less than 8" will be replaced with 8" water main	Pre-1979	Cast Iron	4	1,102		\$ 309,000	125	Unknown	Unknown	3	1	3
	Pre-1979	Cast Iron	6	4,274		\$ 1,197,000	125	Unknown	Unknown	3	1	3
*Assumes all 10" water main will be replaced with 12" water main	Post-1979	Ductile Iron	6	1,140		\$ 320,000	110	Unknown	Unknown	2	1	2
	Pre-1983	Ductile Iron	6	228		\$ 64,000	110	Unknown	Unknown	2	1	2
	Pre-1983	Ductile Iron	8	1,245		\$ 349,000	110	Unknown	Unknown	2	2	4
	Post-1984	Ductile Iron	6	303		\$ 85,000	110	Unknown	Unknown	2	1	2
	Pre-2000	Ductile Iron	6	327		\$ 92,000	110	Unknown	Unknown	2	1	2
	Pre-2000	Ductile Iron	8	618		\$ 174,000	110	Unknown	Unknown	2	2	4
	Pre-2005	Ductile Iron	8	784		\$ 220,000	110	Unknown	Unknown	1	2	2
	Pre-2010	Ductile Iron	8	260		\$ 73,000	110	Unknown	Unknown	1	2	2
	1966	Cast Iron	6	1,119		\$ 314,000	125	68	54%	3	1	3
	1979	Ductile Iron	6	104		\$ 30,000	110	66	60%	2	1	2
	1979	Ductile Iron	10	5,099		\$ 1,530,000	110	66	60%	2	2	4
	1980	Ductile Iron	6	1,033		\$ 290,000	110	67	61%	2	1	2
	1980	Ductile Iron	8	1,509		\$ 423,000	110	67	61%	2	2	4
	1984	Ductile Iron	6	455		\$ 128,000	110	71	65%	2	1	2
	1984	Ductile Iron	8	566		\$ 159,000	110	71	65%	2	2	4
	1984	Ductile Iron	12	8,186		\$ 2,456,000	110	71	65%	2	3	6
	1984	Ductile Iron	16	1,324		\$ 424,000	110	71	65%	2	3	6
	1987	Ductile Iron	6	3,248		\$ 910,000	110	74	67%	2	1	2
	1988	Ductile Iron	6	878		\$ 246,000	110	75	68%	2	1	2
	1988	Ductile Iron	8	736		\$ 207,000	110	75	68%	2	2	4
	1989	Ductile Iron	6	18		\$ 6,000	110	76	69%	2	1	2
	1989	Ductile Iron	8	966		\$ 271,000	110	76	69%	2	2	4
	1992	Ductile Iron	8	489		\$ 137,000	110	79	72%	2	2	4
	1994	Ductile Iron	6	412		\$ 116,000	110	81	74%	2	1	2
	1994	Ductile Iron	8	456		\$ 128,000	110	81	74%	2	2	4
	1996	Ductile Iron	6	753		\$ 211,000	110	83	75%	2	1	2
	1996	Ductile Iron	8	1,689		\$ 473,000	110	83	75%	2	2	4
	2000	Ductile Iron	6	85		\$ 24,000	110	87	79%	2	1	2
	2000	Ductile Iron	8	3,520		\$ 986,000	110	87	79%	2	2	4
	2003	Ductile Iron	8	651		\$ 183,000	110	90	82%	1	2	2
	2005	Ductile Iron	8	1,211		\$ 340,000	110	92	84%	1	2	2
	2007	Ductile Iron	8	730		\$ 205,000	110	94	85%	1	2	2
	2008	Ductile Iron	8	59		\$ 17,000	110	95	86%	1	2	2
	2008	Ductile Iron	12	1,063		\$ 319,000	110	95	86%	1	3	3
	2009	Ductile Iron	6	30		\$ 9,000	110	96	87%	1	1	1
	2009	Ductile Iron	8	1,456		\$ 408,000	110	96	87%	1	2	2
	2010	Ductile Iron	6	296		\$ 83,000	110	97	88%	1	1	1
	2010	Ductile Iron	8	2,980		\$ 835,000	110	97	88%	1	2	2
	2010	Ductile Iron	12	2,652		\$ 796,000	110	97	88%	1	3	3
	2010	HDPE	8	916		\$ 257,000	55	42	76%	2	2	4
	2011	Ductile Iron	6	74		\$ 21,000	110	98	89%	1	1	1
	2014	Ductile Iron	6	31		\$ 9,000	110	101	92%	1	1	1
	2014	Ductile Iron	8	513		\$ 144,000	110	101	92%	1	2	2
	2015	Ductile Iron	6	175		\$ 49,000	110	102	93%	1	1	1
	2015	HDPE	8	4,540		\$ 1,272,000	55	47	85%	1	2	2
	2015	HDPE	10	1,238		\$ 372,000	55	47	85%	1	2	2
	2018	Ductile Iron	8	394		\$ 111,000	110	105	95%	1	2	2
	2022	Ductile Iron	6	32		\$ 9,000	110	109	99%	1	1	1
	2022	Ductile Iron	8	1,072		\$ 301,000	110	109	99%	1	2	2

Distribution Assets												
Distribution Assets	Year Installed	Material	Diameter (in)	Quantity	Manufacturer	Replacement Cost	Estimated Useful Life in Years	Remaining Useful Life in Years	Percent of Useful Life Remaining	Probability of Failure	Consequence of Failure	Criticality Factor
Hydrants	Unknown			4		\$ 12,000	90	Unknown	Unknown	2	2	4
Replacement Cost: \$3,000 each	Pre-1927			6		\$ 18,000	90	Unknown	Unknown	3	2	6
	Pre-1979			7		\$ 21,000	90	Unknown	Unknown	3	2	6
	Post-1979			2		\$ 6,000	90	Unknown	Unknown	3	2	6
	Pre-1983			2		\$ 6,000	90	Unknown	Unknown	3	2	6
	Post-1984			1		\$ 3,000	90	Unknown	Unknown	2	2	4
	Pre-2005			2		\$ 6,000	90	Unknown	Unknown	1	2	2
	Pre-2010			1		\$ 3,000	90	Unknown	Unknown	1	2	2
	1979			7		\$ 21,000	90	46	51%	3	2	6
	1980			5		\$ 15,000	90	47	52%	3	2	6
	1984			23		\$ 69,000	90	51	57%	3	2	6
	1987			2		\$ 6,000	90	54	60%	2	2	4
	1988			7		\$ 21,000	90	55	61%	2	2	4
	1989			2		\$ 6,000	90	56	62%	2	2	4
	1994			2		\$ 6,000	90	61	68%	2	2	4
	1996			7		\$ 21,000	90	63	70%	2	2	4
	2000			9		\$ 27,000	90	67	74%	2	2	4
	2003			1		\$ 3,000	90	70	78%	2	2	4
	2005			2		\$ 6,000	90	72	80%	1	2	2
	2007			1		\$ 3,000	90	74	82%	1	2	2
	2008			1		\$ 3,000	90	75	83%	1	2	2
	2009			4		\$ 12,000	90	76	84%	1	2	2
	2010			14		\$ 42,000	90	77	86%	1	2	2
	2011			1		\$ 3,000	90	78	87%	1	2	2
	2014			3		\$ 9,000	90	81	90%	1	2	2
	2015			15		\$ 45,000	90	82	91%	1	2	2
	2022			3		\$ 9,000	90	89	99%	1	2	2

Distribution Assets												
Distribution Assets	Year Installed	Material	Diameter (in)	Quantity	Manufacturer	Replacement Cost	Estimated Useful Life in Years	Remaining Useful Life in Years	Percent of Useful Life Remaining	Probability of Failure	Consequence of Failure	Criticality Factor
Valves	Unknown		8	3		\$ 6,000	70	Unknown	Unknown	2	2	4
Replacement Cost*:	Pre-1927		4	1		\$ 2,000	70	Unknown	Unknown	3	2	6
8" @ \$2,000 each	Pre-1927		6	1		\$ 2,000	70	Unknown	Unknown	3	2	6
12" @ \$3,000 each	Pre-1979		4	3		\$ 6,000	70	Unknown	Unknown	3	2	6
	Pre-1979		6	4		\$ 8,000	70	Unknown	Unknown	3	2	6
*Assumes all valves less than 8" will be replaced with 8" valves	Post-1979		6	2		\$ 4,000	70	Unknown	Unknown	3	2	6
*Assumes all 10" valves will be replaced with 12" valves	Pre-1983		6	1		\$ 2,000	70	Unknown	Unknown	3	2	6
	Pre-1983		8	3		\$ 6,000	70	Unknown	Unknown	3	2	6
	Post-1984		6	1		\$ 2,000	70	Unknown	Unknown	2	2	4
	Pre-2000		6	1		\$ 2,000	70	Unknown	Unknown	2	2	4
	Pre-2000		8	2		\$ 4,000	70	Unknown	Unknown	2	2	4
	Pre-2005		8	1		\$ 2,000	70	Unknown	Unknown	2	2	4
	Pre-2010		8	2		\$ 4,000	70	Unknown	Unknown	2	2	4
	1966		6	3		\$ 6,000	70	13	19%	5	2	10
	1979		10	8		\$ 24,000	70	26	37%	4	2	8
	1980		6	4		\$ 8,000	70	27	39%	4	2	8
	1980		8	4		\$ 8,000	70	27	39%	4	2	8
	1984		8	8		\$ 16,000	70	31	44%	3	2	6
	1984		12	9		\$ 27,000	70	31	44%	3	2	6
	1984		16	4		\$ 12,000	70	31	44%	3	2	6
	1987		6	10		\$ 20,000	70	34	49%	3	2	6
	1988		6	2		\$ 4,000	70	35	50%	3	2	6
	1988		8	1		\$ 2,000	70	35	50%	3	2	6
	1989		8	4		\$ 8,000	70	36	51%	3	2	6
	1992		8	1		\$ 2,000	70	39	56%	3	2	6
	1994		6	2		\$ 4,000	70	41	59%	3	2	6
	1994		8	1		\$ 2,000	70	41	59%	3	2	6
	1996		6	1		\$ 2,000	70	43	61%	2	2	4
	1996		8	5		\$ 10,000	70	43	61%	2	2	4
	2000		8	9		\$ 18,000	70	47	67%	2	2	4
	2003		8	5		\$ 10,000	70	50	71%	2	2	4
	2005		8	5		\$ 10,000	70	52	74%	2	2	4
	2007		8	3		\$ 6,000	70	54	77%	2	2	4
	2008		12	1		\$ 3,000	70	55	79%	2	2	4
	2009		8	5		\$ 10,000	70	56	80%	1	2	2
	2010		6	2		\$ 4,000	70	57	81%	1	2	2
	2010		8	18		\$ 36,000	70	57	81%	1	2	2
	2010		12	5		\$ 15,000	70	57	81%	1	2	2
	2011		6	1		\$ 2,000	70	58	83%	1	2	2
	2014		8	2		\$ 4,000	70	61	87%	1	2	2
	2015		8	10		\$ 20,000	70	62	89%	1	2	2
	2015		10	2		\$ 6,000	70	62	89%	1	2	2
	2018		8	1		\$ 2,000	70	65	93%	1	2	2
	2022		8	1		\$ 2,000	70	69	99%	1	2	2

APPENDIX C: CAPITAL IMPROVEMENTS PLAN

City of Saugatuck
Water System Capital Improvements Plan 2024-2028

Project	Anticipated Funding Source(s)	Anticipated Project Cost By Year					Total	Notes
		2024	2025	2026	2027	2028		
Water System								
Complete Distribution System Materials Inventory	Local/General	\$ 150,000					\$ 150,000	Due to State January 1, 2025
Lead Service Line Replacement - Systemwide	Potentially EGLE/DWSRF	\$ 500,000	\$ 5,000,000				\$ 5,500,000	Locations and final count TBD. Contingent on EGLE funding.
Wellhouse #5 Improvements	Potentially EGLE/DWSRF	\$ 20,000	\$ 200,000				\$ 220,000	Contingent on EGLE funding.
Install Permanent Generator for Wells #4 & #5	Potentially EGLE/DWSRF	\$ 10,000	\$ 100,000				\$ 110,000	Contingent on EGLE funding.
Maple Street Water Service Separation (720/Olde Mill)	Local/General		\$ 30,000				\$ 30,000	Concurrent with Maple St WM replacement
Maple Street Water Main Replacement - Blue Star to S of North Street	Potentially EGLE/DWSRF	\$ 115,000	\$ 1,150,000				\$ 1,265,000	Contingent on EGLE funding.
Elizabeth Street Water Main Replacement - Allegan to Main	Potentially EGLE/DWSRF	\$ 35,000	\$ 350,000				\$ 385,000	Contingent on EGLE funding.
Lucy Street Water Main Replacement - Water to Butler	Potentially EGLE/DWSRF	\$ 15,000	\$ 150,000				\$ 165,000	Contingent on EGLE funding.
Hoffman Street Water Main Replacement - Griffith to Grand	Potentially EGLE/DWSRF	\$ 20,000	\$ 200,000				\$ 220,000	Contingent on EGLE funding.
Butler Street Water Main Replacement - Culver to Lucy	Potentially EGLE/DWSRF	\$ 100,000	\$ 1,000,000				\$ 1,100,000	Contingent on EGLE funding.
Grand Street Water Main Replacement - Mason to Hoffman & Francis to St. Joseph	Potentially EGLE/DWSRF	\$ 20,000	\$ 200,000				\$ 220,000	Contingent on EGLE funding.
Well Field Loop Water Main Replacement - Maple to High School	Potentially EGLE/DWSRF	\$ 35,000	\$ 350,000				\$ 385,000	Contingent on EGLE funding.
River Crossing Water Main Replacement - Park to Water	Potentially EGLE/DWSRF	\$ 85,000	\$ 850,000				\$ 935,000	Contingent on EGLE funding.
Bridge Street Water Main Extension	Local/General				\$ 600,000		\$ 600,000	
	Subtotal Water System	\$ 1,105,000	\$ 9,580,000	\$ -	\$ 600,000	\$ -	\$ 11,285,000	

Note: Projects shaded blue/gray denote those that would be partially funded by EGLE and are thus contingent on EGLE funding.

APPENDIX D: WATER SYSTEM BUDGET

APPENDIX E: BILLING RATE STRUCTURE



2960 Lucerne Drive SE
Grand Rapids, MI 49546
P: 616.977.1000
F: 616.977.1005
www.fveng.com



City Council Agenda Item Report

FROM: Ryan Heise

MEETING DATE: 9/20/23

SUBJECT: Recycling Bins in Public Spaces & Trash Can Upgrades

DESCRIPTION:

This is a recommendation to start a pilot project to collect and properly dispose of recycled materials in public spaces. Members of the Parks and Public Works Committee have been working with the Department of Public Works to review details of the best options for collecting recycled materials in public spaces.

The pilot program will be a step towards the states goals and mandates to modernize waste management in Michigan and increase recycling and composting by overhauling regulations in the solid waste law, known as Part 115 of the Natural Resources and Environmental Protection Act.

Additionally, the staff recommends trash receptacles be purchased to match the adjacent recycling receptacles.

Proposal included in the agenda packet. Staff is not married to the design and cost included in the attached proposal.

The cost associated with the proposal is contained within the current budget.

BUDGET ACTION REQUIRED:

\$6,297.92

COMMITTEE/COMMISSION REVIEW

Reviewed with Parks and Public Works Committee

LEGAL REVIEW:

NA

SAMPLE MOTION:

Move to allow City staff to begin a pilot project to collect recyclables in public spaces, and purchase recycling receptacles along with new trash receptacles.

Recycling & Waste Barrel Proposal



ITEM CODE	QTY	DESCRIPTION	UNIT PRICE	TOTAL
N1-20355P1DT P-0-2424	3.00	55 Gallon Recycling and Waste Barrel with Circle Canopy Lid Size: 55 Gallon Body Color: Blue Lid: Canopy with 2 Way Circle - Blue Label : Cans & Bottles *Website \$1020.00 / Your Price: \$969.00	\$969.00	\$2,907.00
N1-20355P1DT	3.00	Recycling and Waste Barrel with Dome-Top Size: 55 Gallon Body Color: Black Lid: Dome Top - Black Label: Waste *Website \$1020.00 / Your Price: \$969.00	\$969.00	\$2,907.00

Subtotal	\$5,814.00
Tax	\$348.84
Shipping	\$483.92
Total	\$6,646.76

QUOTE DATE	QUOTE AMOUNT	QUOTE EXPIRES
July 25, 2023	\$6,646.76	August 28, 2023

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City Council Agenda Item Report

FROM: Ryan Cummins

MEETING DATE: 9/25/23

SUBJECT: Zoning Board of Appeals Alternate Appointment

DESCRIPTION:

The City Clerk provided notice that the City is accepting applications for the Zoning Board of Appeals alternate member vacancy. The City received one application.

Nicholas Barna was interviewed on 9/6/23. After consulting Chair Kubasiak and I, Mayor Dean is recommending that Nicholas Barna be appointed as a Zoning Board of Appeals alternate member with a term ending July 1, 2026.

BUDGET ACTION REQUIRED:

N/A

COMMITTEE/COMMISSION REVIEW:

Zoning Board of Appeals Chairperson, Bob Kubasiak, was provided with a copy of the application and interview questions, participated in the interview, and provided his recommendations to Mayor Dean.

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Motion to appoint Nicholas Barna to the Zoning Board of Appeals alternate member seat with a term ending July 1, 2026.



P.O. Box 86, Saugatuck, MI 49453
Phone: 269.857.2603 Fax: 269.857-4406
Website: www.saugatuckcity.com

APPLICATION FOR APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

Name: NICHOLAS BARNA Home Phone: 616-844-8788

Home/Mailing Address: 414 FRANCIS SAUGATUCK, MI 49453

E-mail Address: NICHOLAS BARNA45@GMAIL.COM

Employer: RETIRED Occupation/Position: _____

Business Phone: N/A Business Reference: _____

Are you a Saugatuck City resident? YES Are you a registered Saugatuck City voter? YES

Do you or your employer have any business dealings with the City which might present a conflict of interest? NO If yes, explain _____

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?

- | | | |
|-------------------------|------------------------------|--------------------------------|
| Planning Commission | Historic District Commission | <u>Zoning Board of Appeals</u> |
| Board of Review | Harbor Commission | Township Fire Board |
| Twp. Recreation Comm. | Kalamazoo Lake Sewer & Water | Library Board |
| Interurban Transit Auth | Construction Board | |

Please describe any qualifications, expertise or special interests that relate to your possible appointment:

I AM A RESIDENT OF THIS CITY, AND BEING RETIRED I HAVE
THE TIME & MOTIVATION TO HELP MAKE THINGS BETTER.

You may wish to submit a cover letter with your application. Please return the original to the City Clerk's office at the above address for processing. The City of Saugatuck recognizes and supports the concept of balanced representation in regard to filling vacancies on Boards and Commissions. To this end, every effort is made to appoint members who represent Saugatuck's diverse community, including citizens of all ethnic groups as well as people with disabilities. Reasonable accommodations and equal access to communication are provided upon request.

Signature: [Handwritten Signature] Date: 1-31-23

***Disclaimer: Per the City of Saugatuck's retention schedule this application will be kept on file for twelve months, unless you are chosen to serve on a board, then this application is kept on file for the duration of your term.*

COPY: Mayor City Council City Clerk



City Council Agenda Item Report

FROM: Jamie, Wolters
MEETING DATE: September 25, 2023
SUBJECT: Special Event Application- Saugatuck High School Parade

DESCRIPTION:

Attached is the special event form for Ride for the SHS Homecoming Parade sponsored by SHS. Safety planning to happen closer to event.

Special Event: SHS Homecoming Parade
Date: 10/20/23
Location: From SHS > Francis > Butler > Culver > Allegan >
Event Hours: SHS 4:15 or 4:35p.m.
Estimated Attendees: 500
Estimated Volunteers: None
Banner Palette Sign: No
Barricades: tbd
No Music, No Fireworks, No Liquor

BUDGET ACTION REQUIRED:

N/A

COMMITTEE/COMMISSION REVIEW:

N/A

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Motion to **approve/deny** the special event application Saugatuck High School Homecoming Parade to be held on October 20th, 2023.



Council Action

___ Approved

___ Denied

___ Date

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

SPECIAL EVENT & PARADE APPLICATION

Must be filled out in its entirety & returned to the City Clerk's Office 60 days prior to scheduled event

SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: Saugatuck High School TELEPHONE: 269-857-2133
MAILING ADDRESS: 401 Elizabeth
CONTACT NAME: Christina Lewis TELEPHONE: _____
E-MAIL ADDRESS: clewis3@saugatuckps.com CELL PHONE: 616-218-9593

CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: Christina Lewis TELEPHONE: _____
E-MAIL ADDRESS: above CELL PHONE: above

EVENT INFORMATION

NAME OF EVENT: SHS Homecoming Parade DATE(S) OF EVENT: 10/20/23
PURPOSE OF EVENT: homecoming RAIN DATE: N/A

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

EVENT LOCATION: High School EVENT HOURS: ~~4:30-5:30 PM~~
4:15pm - 4:35pm

ESTIMATED NUMBER OF ATTENDEES: 500
ESTIMATED NUMBER OF VOLUNTEERS: 0

ESTIMATE DATE / TIME FOR SET-UP: 10/20 _____ A.M. P.M.

ESTIMATE DATE / TIME FOR CLEAN-UP: 10/20 _____ A.M. P.M.

blocking streets, only

EVENT DETAILS

WILL MUSIC BE PROVIDED DURING THIS EVENT: Yes No

TYPE OF MUSIC PROPOSED: Live Amplification Recorded Loudspeakers

PROPOSED TIME MUSIC WILL BEGIN: _____ END: _____

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

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

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

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

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

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

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

SIGNAGE AT EVENT SITE - Location(s): _____

Description of signs: _____

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

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

BOOTHS – QUANTITY _____ **TENTS – QUANTITY** _____

AWNINGS – QUANTITY _____ **TABLES – QUANTITY** _____

PORTABLE TOILETS – QUANTITY _____

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

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

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

DEPARTMENT OF PUBLIC WORKS

APPROVED DENIED

Authorized Personnel Signature

Will this event require the use of any of the following municipal equipment:

Yes No

TRASH RECEPTACLES – QUANTITY _____

BARRICADES – QUANTITY _____ *for blocking*
 PARKING SIGNS – QUANTITY _____ *Street*
 RESTROOM CLEANING _____ *only*

TRAFFIC CONES – QUANTITY _____

FENCING WATER ELECTRIC

OTHER _____

POLICE DEPARTMENT

APPROVED DENIED

Authorized Personnel Signature

ADDITIONAL OFFICERS REQUIRED? Yes No

If yes please describe & include times up to discretion of PP

Other (describe): _____

SAUGATUCK TOWNSHIP FIRE DISTRICT

APPROVED DENIED

Authorized Personnel Signature

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

Street closure date/time: 10/20 4:10 pm A.M. P.M.

Street re-open date/time: 10/20 4:40 pm A.M. P.M.

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

Describe Sidewalk Use: _____

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

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

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

Parking Lot Location: _____

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

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

What parking arrangements are proposed to accommodate potential attendance: _____

APPLICATION CHECK LIST

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

If document is missing, please explain: _____

The applicant and sponsoring organization understand and agrees to:

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

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

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

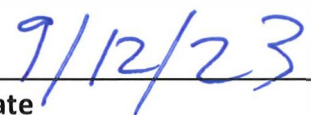
Applicant understands that he/she is responsible for contacting the Michigan Liquor Control Commission and/or Allegan County Health Department to secure all permits required for this event.

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

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



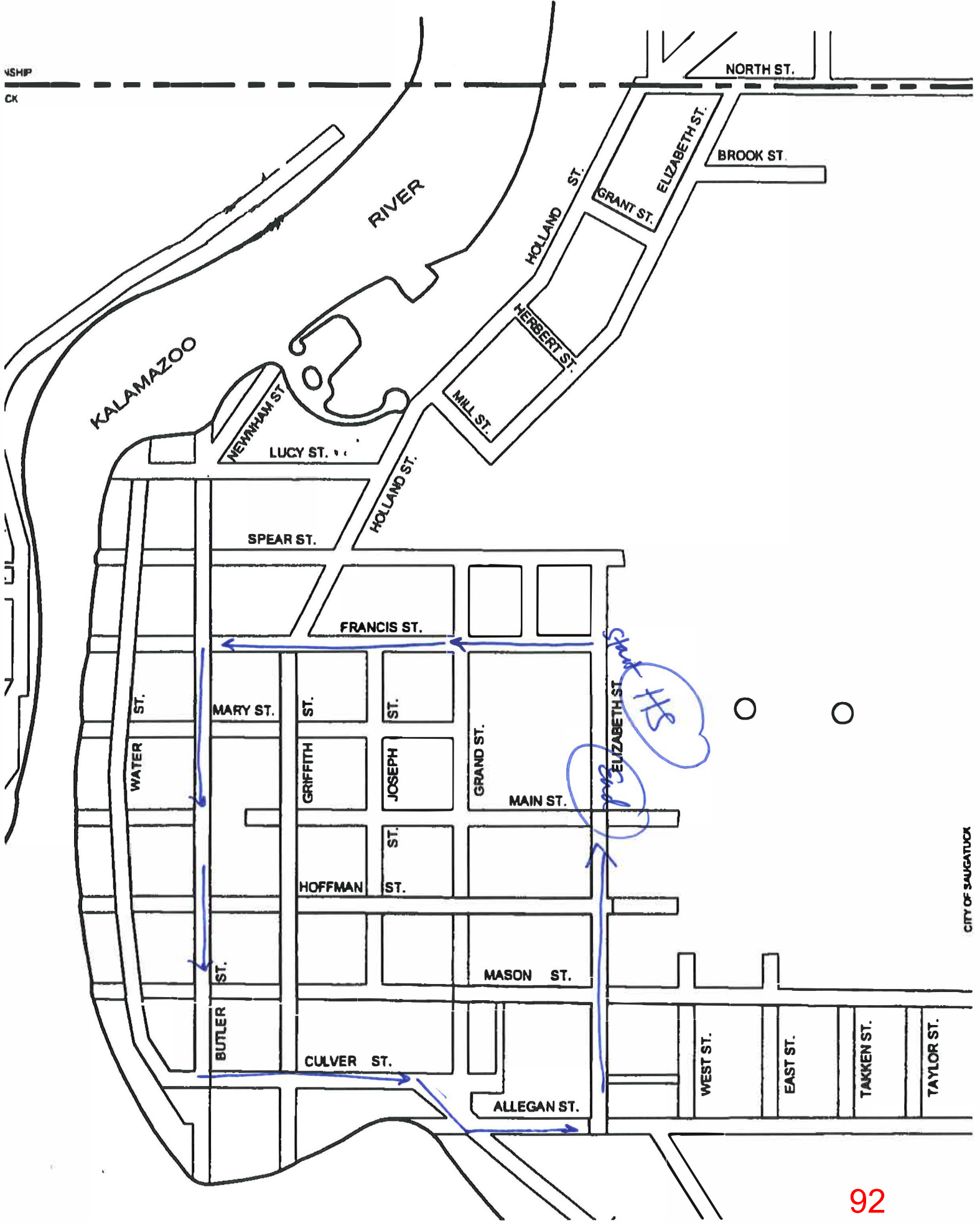
Applicant Signature



Date

Downtown Street / Sidewalk Closure(s)

MSHP
CK



CITY OF SAUGATUCK



City Council Agenda Item Report

FROM: Jamie, Wolters
MEETING DATE: September 25, 2023
SUBJECT: Special Event Application- Turkey Trot

DESCRIPTION:

Attached is the special event form for the Turkey Trot sponsored by Rotary Club of Saugatuck/Douglas. Safety planning to happen closer to event.

Special Event: Turkey Trot
Date: 11/18/23
Location: Downtown, start and end at Wick Park Bar and Grille
Event Hours: 10:30 a.m. - 1:00 p.m.
Estimated Attendees: 75-100
Estimated Volunteers: 15
Banner Palette Sign: Yes
Barricades: tbd
No Music, No Fireworks, No Liquor

BUDGET ACTION REQUIRED:

N/A

COMMITTEE/COMMISSION REVIEW:

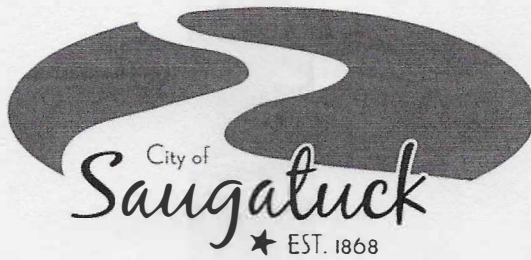
N/A

LEGAL REVIEW:

N/A

SAMPLE MOTION:

Motion to **approve/deny** the special event application Turkey Trot to be held on November 18th, 2023.



Council Action

_____ Approved

_____ Denied

_____ Date

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

SPECIAL EVENT & PARADE APPLICATION

Must be filled out in its entirety & returned to the City Clerk's Office 60 days prior to scheduled event

SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: Rotary Club of Saugatuck-Douglas TELEPHONE: 248-245-4210

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

CONTACT NAME: Helen Baldwin TELEPHONE: _____

E-MAIL ADDRESS: hbaldwin0925@gmail.com CELL PHONE: 248-245-4210

CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: Helen Baldwin TELEPHONE: _____

E-MAIL ADDRESS: hbaldwin0925@gmail.com CELL PHONE: 248-245-4210

EVENT INFORMATION

NAME OF EVENT: Turkey Trot

DATE(S) OF EVENT: Saturday Nov. 18, 2023

PURPOSE OF EVENT: Fundraiser

RAIN DATE: n/a

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

EVENT LOCATION: Wicks Bar + Grill

EVENT HOURS: 10:30 - 1pm

ESTIMATED NUMBER OF ATTENDEES: 75-100

ESTIMATED NUMBER OF VOLUNTEERS: 15

ESTIMATE DATE / TIME FOR SET-UP: n/a _____ A.M. P.M.

ESTIMATE DATE / TIME FOR CLEAN-UP: n/a _____ A.M. P.M.

EVENT DETAILS

WILL MUSIC BE PROVIDED DURING THIS EVENT: Yes No

TYPE OF MUSIC PROPOSED: Live Amplification Recorded Loudspeakers

PROPOSED TIME MUSIC WILL BEGIN: _____ END: _____

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

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

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

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

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

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

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

SIGNAGE AT EVENT SITE - Location(s): _____
Description of signs: signs for runners @ intersections during event only
(Signs at event site cannot be displayed prior to day of the event and must removed at the end of the event.)

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

BOOTHS – QUANTITY _____ TENTS – QUANTITY _____
 AWNINGS – QUANTITY _____ n/a TABLES – QUANTITY _____
 PORTABLE TOILETS – QUANTITY _____

VENDOR PARKING: Have you made arrangement for vendor parking? Yes No
If yes, where do you propose your vendors park? n/a

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

DEPARTMENT OF PUBLIC WORKS

APPROVED DENIED

Authorized Personnel Signature

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

- TRASH RECEPTACLES – QUANTITY _____ BARRICADES – QUANTITY _____
- TRAFFIC CONES – QUANTITY _____ PARKING SIGNS – QUANTITY _____
- FENCING WATER ELECTRIC RESTROOM CLEANING
- OTHER _____

POLICE DEPARTMENT

APPROVED DENIED

Authorized Personnel Signature

ADDITIONAL OFFICERS REQUIRED? Yes No

If yes please describe & include times _____

Other (describe): _____

SAUGATUCK TOWNSHIP FIRE DISTRICT

APPROVED DENIED

Authorized Personnel Signature

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

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

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

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

Describe Sidewalk Use: _____

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

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

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

Parking Lot Location: _____

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

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

What parking arrangements are proposed to accommodate potential attendance: _____

APPLICATION CHECK LIST

- Completed Application
- Event Map (includes detailed event layout for vendors, booths, porta potties, etc.)
- Road/Sidewalk/Parking Lot Closure Map *n/a*
- Certificate of Insurance (listing the City of Saugatuck as additionally insured)
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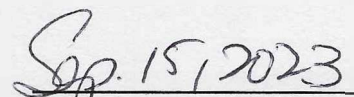
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Applicant agrees to defend, indemnify and hold harmless the City of Saugatuck, Michigan from any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from this Special Event by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss cost of expense is caused in whole or in part by the negligence of the City of Saugatuck or by third parties, or by the agents, servants, employees or factors of any of them.

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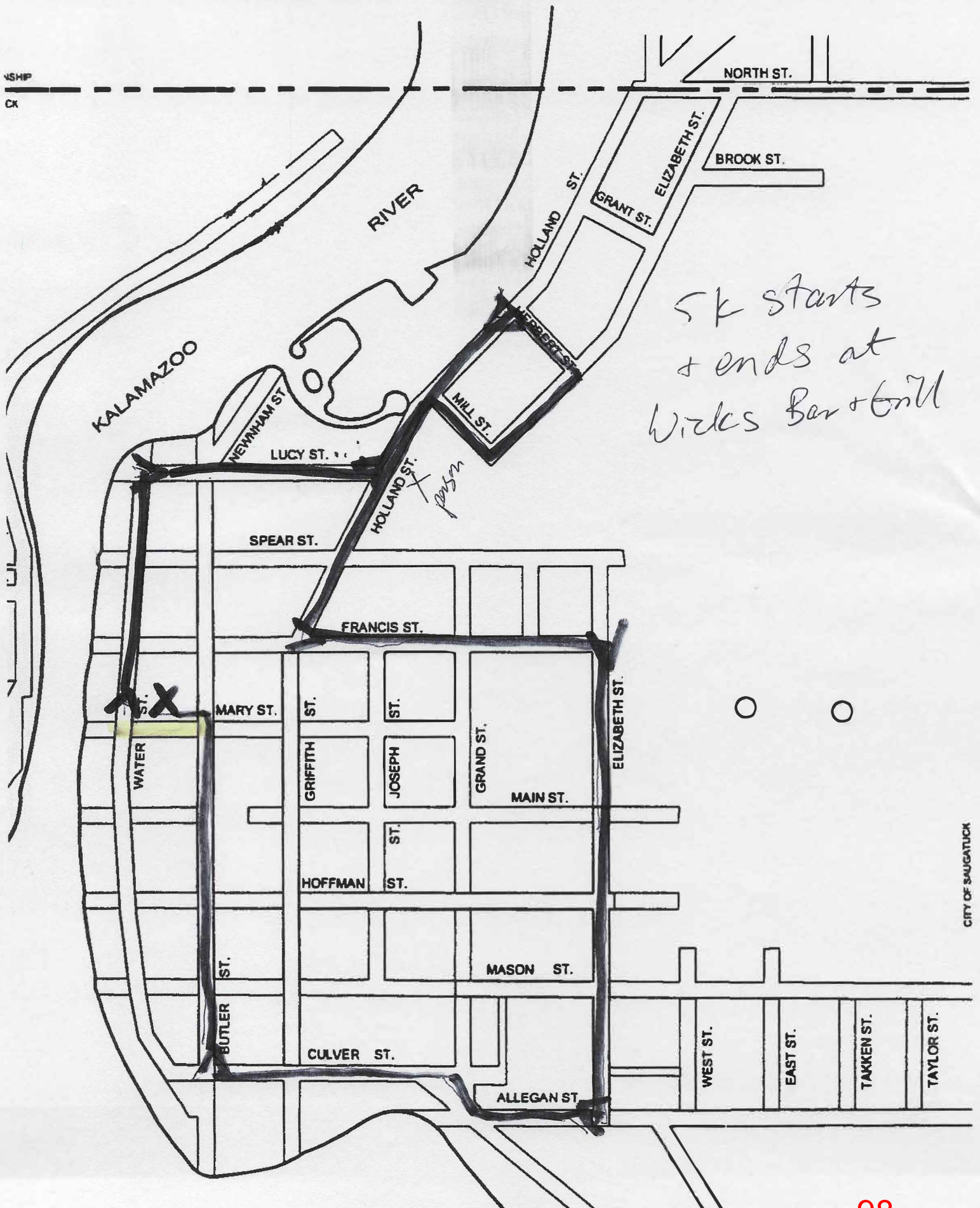
Applicant Signature



Date

Downtown Street / Sidewalk Closure(s)

45HP
CX



5k starts
+ ends at
Wilds Bar + Grill

CITY OF SAUGATUCK