



CITY COUNCIL MEETING AGENDA

January 8th – 7:00 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. Pledge of Allegiance
3. Roll Call
4. Mayor's Comments
5. City Manager Comments
6. Agenda Changes *(Additions/Deletions)*
7. Guest Speakers
8. Public Comment on Agenda Items Only *(Limit 3 minutes)*
9. Consent Agenda: *(Roll Call)*
 - A. Regular City Council Meeting Minutes – December 11th, 2023. Pg.3
 - B. Regular City Council Meeting Minutes – December 20th, 2023 Pg.7
 - C. City Council Strategic Planning Meeting Minutes – December 20th, 2023 Pg.9
10. Staff Reports, Boards, Commissions & Committees:
Starting on Pg.11
 - A. Staff Reports:
 1. City Manager
 2. Treasurer
 3. Planning and Zoning
 4. Department of Public Works
 5. Police
 6. Engineer

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 Wolters@saugatuckcity.com for further information.

B. Boards, Commissions & Committees:

1. Fire District Administration Board
2. Interurban Board
3. Kalamazoo Lake Sewer & Water Authority
4. Kalamazoo Lake Harbor Authority
5. Zoning Board of Appeals
6. Historic District Commission
7. Planning Commission
 - a) Short Term Rental Task Force
8. Parks & Public Works Committee
9. Tri-Community Non-Motorized Trail Study Committee
10. Tri-Community Recycling Ad-Hoc Committee

11. Request for Payment: None

12. Approval of Accounts Payable: *(Roll Call)*

- A. Accounts Payable in the amount of \$813,053.30 *Pg.28*

13. Introduction of Ordinances: None

14. Unfinished Business: None

15. New Business:

- A. Audit Presentation *Pg.33*
- B. AT&T Lease *(Roll Call) Pg.34*
- C. Dune Ridge Update *Pg.65*
- D. Temporary Banner Sign – Village Square *(Voice Call) Pg.66*

16. Public Comments *(Limit 3 minutes)*

17. Correspondence:

- G Corwin Stoppel *Pg.69*

18. Council Comments

19. Adjourn *(Voice Vote)*



**CITY COUNCIL MEETING MINUTES - Proposed
December 11, 2023**

The City Council met for Regular Council Meeting at 7:00 p.m.
City Hall
102 Butler St., Saugatuck, MI 49453.

Call to Order:

The meeting was called to order by Mayor Stanton at 7:00 p.m.

Attendance:

Present: Mayor Stanton, Mayor Pro-Tem Baldwin and Councilmembers Anderson (via Zoom), Dean, Gardner, Muncey and White.

Absent: None.

Others Present: City Manager Heise, Director of Planning, Zoning & Project Management Cummins, Treasurer Stanislawski, Department of Public Works Assistant Superintendent Herbert, Attorney Kyle O'Meara and Clerk Wolters.

Mayor's Comments:

Mayor Stanton thanked April Gundy for coming in last second to oversee the holiday parade along with the Christmas Pub Crawl following. She did an amazing job and if there was a way to nominate her for Citizen of the Year, she deserves it. She thanked DPW, Sheriff's department and Fire department for changing the route at the last minute. It was a wonderful time.

City Manager Comments: City Manager echoes Mayor Stanton's comments on April Gundy.

Agenda Changes: None.

Guest Speakers: None.

Public Comment on Agenda Item Only:

Nancy Kimble, resident: Member of PPW Committee and on the board for Friends of the Blue Star Trail. Spoke in favor of item 15C, Blue Star Trail. It will be a positive addition to the community and a benefit not only residents but visitors as well. The trail presents an opportunity to improve both the safety and aesthetics of the intersection at Blue Star Hwy and Lake St.

Consent Agenda:

A. Regular City Council Meeting Minutes – November 27th, 2023.

Motion by Dean, second by Baldwin to approve the regular city council meeting minutes from November 11th, 2023. Upon roll call vote, motion carried unanimously.

Staff Reports:

City Manager, Director of Planning & Zoning, Treasurer, DPW Superintendent and Engineer submitted status reports of current activities since the last Council meeting on November 27th, 2023, for their respective departments.

Boards, Commissions & Committees:

Fire District Administration Board, Dan Fox:

- The next meeting is a week from tonight at 4:00 p.m.
- The sub-committee met for the second time on the ambulance discussion.
 - Three board members are on the team including Chief Janik and Chris Mantels.
 - Learned more in that meeting about challenges, opportunities, and potential changes in ambulance service structure within the Fire District than in the past two years.
 - Next meeting most likely within the first two weeks in January.

Interurban Board, Councilmember Muncey:

- Next meeting on December 19th.
- They had a sub-committee meeting about extending hours.
- Their audit is almost finished and will have a copy at the next meeting to review.
- They are waiting on plans from their engineer regarding the building expansion.

KLSWA, Barry Johnson: None.

Kalamazoo Lake Harbor Authority, Mayor Stanton:

- They are meeting in January.

Zoning Board of Appeals: None.

Historic District Commission, Councilmember Gardner:

- Had his first HDC meeting on December 7th.
- They had one application; 245 Francis St. and the application was tabled.

Planning Commission, Chair Councilmember Anderson:

- The next meeting is December 21st.
 - They will be discussing waterfront properties and short-term rentals.
- Mayor Stanton noted she and Chair Manns will be interviewing candidates for the open Planning Commission seat.

Parks and Public Works Committee, Mayor Pro-Tem Baldwin: None.

Tri-Community Non-Motorized Trail Study Committee, Councilmember Dean: He has not met with the Committee yet.

Tri-Community Recycling Ad-Hoc Committee: None.

Request for Payment: None.

Approval of Accounts Payable:

- A. Accounts Payable in the amount of \$166,439.46.

Mayor Stanton noted City Manager Heise request to pull item number eleven for additional review.

Motion by Anderson, second by Baldwin to approve the accounts payable in the amount of \$164,355.46. Via roll call vote, motion carried unanimously.

Introduction of Ordinances: None.

Unfinished Business: None.

New Business:

Waterfront Moratorium Extension- Resolution 231211-B:

Motion by Dean, second by Baldwin to approve Resolution No. 231211-B, A Resolution Extending the Temporary Waterfront Commercial Development and Construction Moratorium. Via roll call vote, motion carried unanimously.

Council Approval of STR Police Powers:

Motion by Dean, second by White to authorize the Planning Commission to make police-power ordinance recommendations regarding short-term rentals. Via voice vote, motion carried unanimously.

Blue Star Trail:

Motion by Baldwin, second by Anderson to allow staff and legal to approve the Blue Star Trail amendment with a not to exceed cost of \$55,800 as presented in the amendment. Via roll call vote, motion carried 5-2. Yes- Anderson, Baldwin, Dean, Stanton and White. No- Garnder and Muncey.

Poverty Guidelines- Resolution 231211-C:

Motion by Muncey, second by Dean for the approval of the 2024 Poverty exemption guidelines. Via roll call vote, motion carried unanimously.

Council Meeting Dates- Resolution 231211-A:

Motion by Muncey, second by Anderson to approve Resolution 231211-A listing the City Council schedule of meetings for the year 2024. Via roll call vote, motion carried unanimously.

Public Comment: None.

Correspondence: None.

Council Comments:

- Councilmember Anderson: None.
- Councilmember Gardner: Thanked fellow Councilmembers and staff for listening to him when he talks about issues of concern to him as a Councilmember.
- Mayor Pro-Tem Baldwin: She volunteered for the holiday parade and the pub crawl and continued to be inspired by a lot of the people that work to effect some positive change in the community. She agrees with Councilmember Gardner on fiscal responsibility. There are certain things that they need to be spending money on. As a taxpayer she just wants to know what she is getting for happily paying them. She is happy to see that they are putting the money in the right direction.
- Councilmember Dean: Echoed Mayor Stanton on thanking April Gundy and the volunteers and first responders that made the holiday parade such a success.
- Councilmember Muncey: Explained his vote on item 15C- Blue Star Trail. I certainly supports it and always has, he just can't honestly vote on something that he didn't know much about. He missed the workshop meeting and didn't have enough time to read everything about it.
- Councilmember White: None.

Adjournment:

Motion by Gardner, second by Dean to adjourn the meeting. Upon voice vote, motion carried unanimously. Mayor Stanton adjourned at 7:49 p.m.

Respectfully Submitted

Jamie Wolters, City Clerk



**CITY COUNCIL MEETING MINUTES - Proposed
December 20, 2023**

The City Council met for Regular Council Meeting at 10:00 a.m.
Saugatuck Center for the Arts
400 Culver St. Saugatuck, MI 49453.

Call to Order:

The meeting was called to order by Mayor Stanton at 10:00 a.m.

Attendance:

Present: Mayor Stanton, Mayor Pro-Tem Baldwin and Councilmembers Anderson, Dean, Gardner, Muncey and White.

Absent: None.

Others Present: Director of Planning, Zoning & Project Management Cummins, Department of Public Works Assistant Superintendent Herbert, Attorney Jake Witte, Deputy Clerk/DPW Admin Williams, and Clerk Wolters.

Public Comment: None.

Approval of Accounts Payable:

A. Accounts Payable in the amount of \$509,293.31.

Motion by Muncey, second by Baldwin to pass the accounts payable in the amount of \$509,293.31. Via roll call vote, motion carried unanimously.

New Business:

Planning Commission Appointment:

Motion by Baldwin, second by Anderson to accept the Mayor's recommendation to appoint Joe Clark to the Planning Commission with the term ending July 1, 2025. Via voice vote, motion carried unanimously.

Library Appointment:

Motion by Anderson, second by Muncey to accept the Mayor's recommendation to approve Sara Nelson to the Library Board with term ending October 1, 2025. Via voice vote, motion carried unanimously.

Public Comment:

Mark Klungle, resident: Sometimes the City Council workshops, and regular meetings are confusing and workshops are inconsistent.

Adjournment:

Motion by Anderson, second by Baldwin to adjourn the City Council meeting. Upon voice vote, motion carried unanimously. Mayor Stanton adjourned at 10:09 a.m.

Respectfully Submitted

Jamie Wolters, City Clerk



**CITY COUNCIL MEETING MINUTES - Proposed
December 20, 2023**

The City Council met for a Strategic Planning Meeting at 10:10 a.m.
Saugatuck Center for the Arts
400 Culver St. Saugatuck, MI 49453.

Call to Order:

The meeting was called to order by Mayor Stanton at 10:10 a.m.

Attendance:

Present: Mayor Stanton, Mayor Pro-Tem Baldwin and Councilmembers Anderson, Dean, Gardner, Muncey and White.

Absent: None.

Others Present: Director of Planning, Zoning & Project Management Cummins, Department of Public Works Assistant Superintendent Herbert, Attorney Jake Witte, Deputy Clerk/DPW Admin Williams, and Clerk Wolters.

Marilynn Semonick, Chief Exploration Officer of The Success Studio facilitated the meeting.

Mrs. Semonick introduced herself and ask of each person in the room to introduced themselves along with providing their thoughts on the previous year.

City Manager Heise reviewed Key Results Area priorities that were set in 2022.

Mayor Stanton reviewed the Citizen Survey Results.

In small groups, City Council and City Staff:

- Discussed current priorities and added new items.
- They categorized them all into four different priorities:
 - Essential, Desirable, Acceptable and Deferrable.

Mrs. Semonick will collect all data and prepare a report to send City Manager Heise to distribute to City Council and City Staff.

Adjournment:

Motion by Anderson, second by Muncey to adjourn the City Council meeting. Upon voice vote, motion carried unanimously. Mayor Stanton adjourned at 3:16 p.m.

Respectfully Submitted

Jamie Wolters, City Clerk



City Managers Report – January 8, 2023

Infrastructure- Cellular Service Discussions Continue with AT&T

AT&T Lease on the Council agenda, other items to be addressed:

- 1) Review any concerns that the State Historical Preservation Office (SHPO) has with placing equipment within the existing boundaries of utilized facilities.
- 2) Schedule Special Meeting to review proposed lease, including rent negotiations. Return for Council approval.
- 3) Present to Council needed electrical upgrades for current code compliance, and in preparation for AT&T wireless infrastructure.
- 4) Final SHPO review and permitting.
- 5) 1st Net discussions and contract working with emergency service partners.
- 6) Data from Emergency Services teams on historical issues with lack of cellular service.

City staff is required to go to bid to select a vendor to assist with ensuring that current electric connections servicing the radome are safe and code compliant. There is a parallel discussion of including any necessary electrical upgrades as part of the AT&T improvements. The Department of Public Works has begun removing all ancillary equipment, allowing AT&T to finalize their design from the antenna array within the dome. The city will need to rotate a large existing antenna within the radome for the AT&T team to complete their design (allowing the existing antenna to stay intact). AT&T remains focused on completing this project by summer of '24... but is largely dependent on the City taking timely action on the following items: electrical upgrades, removing of non-historical & ancillary equipment, lease negotiations, final SHPO discussions and permitting.

Infrastructure- Discussions on Potential Downtown WiFi

Meetings continue with Allegan County Broadband Director, Ms. Jill Dunham, and staff will coordinate a “needs survey,” to be disseminated to business owners and residents. Also, looking for independent outside consultants to provide a proposal for site assessment. Ms. Dunham and I continue to meet with potential vendors to install booth fiber and WiFi.

Infrastructure- Ongoing- Kalamazoo Lake Sewer and Water (KLSWA) Agreement- Tri-Community

Meeting conducted with EGLE and the tri-communities along with Baker Tilly. Council has approved Water Asset Management Draft Plan.

The Tri-Communities have directly engaged with EGLE to ensure that our respective municipalities stay in compliance. Discussions with the City Council will continue to ensure that assets owned by the city are funded for replacement after their useful life.

Infrastructure - Blue Star Highway Multi-Modal Path

Please look forward to a Parks and Public Works Committee discussion on how to maintain the existing palette sign and improve landscape, along with increasing vehicle and multi-modal safety at the intersection of Lake and Blue Star. Additionally, the public meetings will review options for the bridge crossing and will trigger a roughly fifteen (15) year-old discussion about the options for traffic signalization at Lake Street and Blue Star HWY.

MDOT Exit 36 and 41 Bridge Work

Complete! Excellent communication between MDOT and Emergency services.

Parks and Recreation Master Plan- Tri-Community Effort (Including Saugatuck Public Schools Community Recreation).

A Tri-Community effort- Development of plan is underway. Community survey has been completed.

The purpose of the plan is to: Evaluation of recreation facilities • Identify recreational needs - public perception • Provide a guide for improvements – goals • Set timetable for improvements – actions • Eligible for recreation grants through DNR.

Sections of the plan include: • Community Description • Administrative Structure • Recreation Inventory • Recreation Needs / Deficiencies • Public Input Process • Goals and Objectives • Action Plan.

Public Input Methods include: • On-line survey • Public Input Open House • Input Collection at Community Event • 30-day Public Review • Public Hearing.

Timeline of the project- Five-month process ending with a plan adoption by Council in late January.

Ongoing- Oval Beach Staffing and Operations

Winter maintenance and staff continuity.

City Hall

City Hall exterior repair project complete! City staff has done an outstanding job with winter décor. Landscape and irrigation improvements are forthcoming. City staff is also working on soliciting a proposal for connecting storm gutters to the stormwater system to improve drainage.

Old news- Dune Ridge Waterfront Update

Litigation continues...we typically do not discuss ongoing litigation.

Meetings

- Airport Property site visit with legal
- Holiday Lunch with staff
- AT&T Meeting to discuss next steps and existing hurdles with SHPO
- West Michigan Managers Meeting
- Strategic planning meetings
- MME coordination meetings.

Council-Manager form of Government Tid-bit

I look forward to joining Mr. Pat McGinnis (City of Portage Manager), Mr. Jason Grant (Director of Advocacy for the International City/County Management Association, based out of Washington DC), and Mr. Matt Fulton (Midwest International City/County Management Representative) for a joint presentation at the Michigan Municipal Executive Conference to discuss the city manager- council form of government.

Description: Join Portage City Manager Pat McGinnis and Saugatuck City Manager Ryan Heise as they share the work done by your Advocacy Committee in 2023. Jason Grant, ICMA Director of Advocacy will join Pat and Ryan to advance resources for you to promote the Council/Manager form of government in your Township, County, Village or City. Pick up (and share) best practices to effectively communicate to municipal staff, schools, service clubs, chambers, churches, citizens (anyone who will listen), and, most importantly, the elected officials on your board, commission or council. We are on a mission to deliver a message, and Michigan's Municipal Executives and the International City/County Management Association are our best messengers!



Treasurer Report

Below is a summary of notable activities carried out by the Treasurer's Office since the last council meeting on 12/20/2023:

- Paid routine bills
- Completed and disseminated bi-weekly payroll
- Completing Calendar year items



Planning, Zoning and Project Report

January 8, 2024

Planning and Zoning

- Prepared for and attended Historic District Commission meeting.
- Prepared for and attended Planning Commission meeting.
 - The Planning Commission recommended zoning ordinance amendments regarding the waterfront preservation project. Should be before Council for review and discussion at January 17 workshop.
- Interviewed Planning Commission candidates with Mayor Stanton and Chair Manns.
- Held a Zoom information session for restaurants regarding expanded outdoor dining for future seasons.
- Facilitated new Council Member orientation. This included a tour of the Department of Public Works, the Fire Department and Kal-Lake Water-Sewer Authority.
- Attended department head team meeting.
- Attended Council Strategic Planning session.
- Met with legal and planning consultant to discuss STR next steps based on Planning Commission feedback.
- Met with Allegan County GIS to go over updates to the zoning map and request updated arial imagery.
- Reviewed and provided feedback on hardscaping in the right of way draft ordinance edits.
 - Planning on Council review and discussion at January 17 workshop.
- Met and talked with property owners and applicants to answer questions and provide resources.
- Continued follow-up on complaints of code violations throughout the City.
- Completed planning and zoning casework as outlined in the chart below.

Planning and Zoning Casework

241 Culver	Enforcement	Evidence previously found that home is being rented without a STR certificate. STR application was reviewed with legal and denied back in March due to not meeting zoning ordinance requirements. Discussed enforcement options with legal. Sent violation letter via e-mail and mail with opportunity to voluntarily cease use as STR within 7 days. Response received from owner's attorney reviewed by legal. City Attorney reviewed and sent response. Worked with legal on second response to owner's attorney. Provided owner with options. Owner's attorney provided update that they were gathering further historical documents but did not provide any. Legal asked owner's attorney for a follow up due to length of time and discovered evidence that additional rental dates are being booked.
560 Mill and 860 Simonson	Enforcement	Enforcement of hardscaping in ROW report back to City Council for further policy direction occurred at September 20 workshop meeting. Work is ongoing in finalizing formal policy and ordinance amendments for Council review/decision. Aiming for January Council meeting.
615 Park St	Structural Improvements	Zoning permit application previously received for exterior wall, deck and foundation work. Some units will also receive interior re-builds due to water damage. Reviewed with legal and consultant. Advised applicants of issues related to substantial improvements in a floodplain, zoning, and current moratorium. Discussed further with applicant. Discussed market value questions with FEMA. Met in person with HOA president and applicant to discuss findings and options. Answered questions from additional independent appraisers. Received independent appraisal. Assessor and I reviewed. Sent questions on the appraisal back to association president. Received and reviewed responses from association. EGLE floodplain permit pending. Association applied for waiver from moratorium. After a public hearing, Council approved waiver. Still awaiting further submittal from owners.
439 Butler	Enforcement/Historic Request	Complaint of mural, signage, and window tint work occurring without permits. Checked site and found mural being painted and freshly painted wall signage. Some rear building windows did appear to be tinted. Sent owner a letter to stop work and apply for required permits. HDC app received for mural, paint touch up to wall sign, and window tint for rear unit. Chair advised full commission review needed. Advised applicant. Chair advised work was still occurring. Talked with applicant who denied any further work but stated scaffolding is still up. HDC approved signage and tint but denied mural request due to painting of unpainted masonry on contributing resources not meeting historic district guidelines. Continued follow up with owner and property manager to develop timeline to remove unapproved mural. Property manager provided details regarding removing during spring (warmer weather needed).

Planning and Zoning Casework Continued

118 Hoffman	Enforcement	Complaint of structures built without screening or permits. Complainant advised outdoor refrigeration building was built in late winter/early spring. Checked area and discovered two structures built in northwest section of property. Refrigeration unit not permitted by zoning or historic district. Checked with MTS and no building permits. Prior approved plans and survey did not show any structures in the northwest area of the property. Assessing photos confirm this. Previously a mix of retail. Construction began on new restaurant in October 2021. Water Street East zoning changed in November 2020 to make restaurants a SLU instead of permitted use. No special land use or formal site plan approvals. Sent owner letter to apply for permits for recent structures and apply for SLU and formal site plan review for restaurant use. Met with owner and answered questions and provided resources. Owner submitted special land use and HDC application. HDC tabled pending further detail and plans. Planning Commission approved with conditions that other approvals are obtained. Variance application received. Requested as built survey to verify dimensions. Owner withdrew historic district and variance applications as they will now be removing the shed and freezer. Owner advised shed was being removed week of 12/4 but still remains. Sent owner letter to remove both shed and freezer by end of January or further enforcement will occur. Owner advised items will be removed soon.
145 Grant	Variance Request	ZBA application for setback and lot coverage variances for home addition and new garages. ZBA approved variances for home addition but denied variances related to detached garage. Owner submitted a historic district application but withdrew until a later date. Met with owner and answered his questions as he considered next steps. Owner submitted another ZBA application for the detached garage for a lesser lot coverage variance. Scheduled for January ZBA meeting.
350 Mason	Water-Sewer	Water-Sewer replacement app. Requested updated plan of intended connection and plumber section filled out. Info received. Sent to engineer for review. Engineer feedback on connections and stormwater notes provided to applicant. Asked to update plans. Still need fee.
254 Francis	New Home	HDC app for new home. HDC tabled until January and requested renderings to assist with evaluating siting and massing. Questions about lot coverage. Answered questions. Zoning app also received. Height noted as concern. Revised elevations and renderings received. Height lowered to be compliant.
297 Sugar Hill	New Home	Zoning app for new home. Roof encroached further than allowed. Appears to be ADU with internal connection which is not allowed. Advised applicant of concerns and that zoning fees and water-sewer app still needed. Talked with applicant about ADU. Updated plans for eaves received. Still awaiting water-sewer connection app.

Planning and Zoning Casework Continued

1050 Holland	Enforcement	Curb not restored as stipulated in curb cut permit. Sent contractor and owner e-mail asking for confirmation of the work being scheduled and advising engineer monitoring and inspection will be required. Contractor advised work was turned over to landscaper. Contractor advised he is contacting concrete sub-contractor to schedule. Awaiting a response on a date.
989 Singapore	Enforcement	DPW observed brush and/or leaves in ROW after scheduled pickup dates. DPW to attempt verbal contact. Sent letter to remove within 10 days per previously approved policy. Owner left note advising items were removed. DPW to do follow-up check.
120 Maple	Enforcement	DPW observed brush and/or leaves in ROW after scheduled pickup dates. DPW to attempt verbal contact. Sent letter to remove within 10 days per previously approved policy. DPW to do follow-up check.
708 Mason	Enforcement	DPW observed brush and/or leaves in ROW after scheduled pickup dates. DPW to attempt verbal contact. Sent letter to remove within 10 days per previously approved policy. Owner advised she placed a plant and removed it, but otherwise the leaves and brush are from neighbors that all place items on the corner. Advised the owner the City policy requires brush and leaves to be placed outside ones own property. Advised DPW. DPW to do follow-up check.
160 Takken	Enforcement	DPW observed brush and/or leaves in ROW after scheduled pickup dates. DPW to attempt verbal contact. Sent letter to remove within 10 days per previously approved policy. DPW to do follow-up check.
580 Mason	Enforcement	DPW observed brush and/or leaves in ROW after scheduled pickup dates. DPW to attempt verbal contact. Sent letter to remove within 10 days per previously approved policy. DPW to do follow-up check.
237 B Francis	Enforcement	DPW observed brush and/or leaves in ROW after scheduled pickup dates. DPW to attempt verbal contact. Sent letter to remove within 10 days per previously approved policy. DPW to do follow-up check.
135 Grant	Enforcement	DPW observed brush and/or leaves in ROW after scheduled pickup dates. DPW to attempt verbal contact. Sent letter to remove within 10 days per previously approved policy. Owner left voicemail advising neighbor put items on his property by mistake. Neighbor advised he would move it. Advised DPW. DPW to do follow-up check.
149 Lucy	Enforcement	DPW observed brush and/or leaves in ROW after scheduled pickup dates. DPW to attempt verbal contact. Sent letter to remove within 10 days per previously approved policy. Property caretaker advised items were not in front of their property. DPW to do follow-up check.
836 Newnham	Enforcement	DPW observed brush and/or leaves in ROW after scheduled pickup dates. DPW to attempt verbal contact. Sent letter to remove within 10 days per previously approved policy. DPW to do follow-up check.
561 Main	Enforcement	DPW observed brush and/or leaves in ROW after scheduled pickup dates. DPW to attempt verbal contact. Sent letter to remove within 10 days per previously approved policy. DPW to do follow-up check.

Planning and Zoning Casework Continued

345 Grand	Enforcement	DPW observed brush and/or leaves in ROW after scheduled pickup dates. DPW to attempt verbal contact. Sent letter to remove within 10 days per previously approved policy. Homeowner left voicemail advising they have no refuse in the public right of way. Advised DPW. DPW to do follow-up check.
558 Hoffman	Enforcement	DPW observed Styrofoam in right of way. Sent letter to remove within 10 days. Owner called. She advised she did not put out any Styrofoam and she checked area and could not locate any. DPW to do follow-up check.
57-850-010-00	Easement	Current owner requested copy of water main easement. Engineer and I unable to locate. Referred to register of deeds. Owner advised they could not locate one. Engineer later advised it appears watermain easement was recorded for Dunegrass Condos to the west, but this one parcel was missed. Dune Ridge had to install water main as part of site condo development. Legal will prepare easement documents to present to current property owners.
520 S Maple	Short Term Rental	STR app. Need further info on local contact and distance. Updated contact received. Sent to Fire Department for inspection.
650 Water	New Restaurant	SLU and site plan app for a restaurant with an expanded outdoor dining area and service of alcoholic beverages. Asked for additional detail on outdoor seating which was provided. Scheduled for January 18 PC meeting.
N/A	Inquiry	Questions about peddle taxis and pub peddle regulations. To be researched.
345 Hoffman	Short Term Rental	STR app. Renewing. Sent to Fire Department for inspection. Failed. Sent reinspection invoice.
239 Mary	Short Term Rental	STR app. Renewing. Sent to Fire Department for inspection.
547 Butler and 219 Francis	Short Term Rental	STR app for each unit. Renewing. Appears to have been converted to a duplex several years ago. Sent to Fire Department for inspection.
100 Park	Sewer	Questions about water-sewer connection infrastructure for new home. Provided initial engineer feedback and applications. Contractor made request for septic. Engineer not willing to recommend septic as sewer is available and needed construction techniques are common. Contractor has concerns they would not be able to keep at least one lane open to connect to City sewer. Sent to engineer for further feedback. Reviewed engineer feedback and ordinance. Advised contractor sewer connection required. Contractor requested to meet. Advised escrow deposit will be required for further review or meetings. Contractor advised owner willing to pay. Advised escrow deposit is not a guarantee of a recommendation to Council for septic. Meeting scheduled. Awaiting escrow payment.
255 Spear	Short Term Rental	STR app. Renewing. Need separate STR app for ADU. Advised owner. Answered owner questions.
650 Water St	Enforcement	News owners have not applied for STR certificate for existing STR units. E-mailed to advise of requirement to obtain STR certificate. They advised they will submit.

Planning and Zoning Casework Continued

842 Lake Unit 6	Enforcement	New owner of property with STR certificate. New owner has not applied. Advised new owner of requirement to apply for STR certificate if they wish to operate unit as STR. Asked to advise if no longer an STR.
234 Spear	Enforcement	New owner of property with STR certificate. New owner has not applied. Advised new owner of requirement to apply for STR certificate if they wish to operate unit as STR. Asked to advise if no longer an STR.
842 Lake Unit 2	Enforcement	New owner of property with STR certificate. New owner has not applied. Advised new owner of requirement to apply for STR certificate if they wish to operate unit as STR. Asked to advise if no longer an STR.
615 Park #5	Short Term Rental	STR app. Renewing. Sent to Fire Department for inspection.
146 Butler	Enforcement	Painting contractor sign in right of way. Temporary signs cannot be in right of way. Sent contractor an e-mail to remove. Contractor advised he will remove it.
449 Water	Enforcement	Follow up on minor site plan amendment approval to see if fireplace was moved. Owner advised fireplace was removed. They plan to use two fire pits on "casket rollers". Sent to Fire Department for assessment based on open fires ordinance. Also observed tables and chairs still on sidewalk after expiration of license agreement approval. License only allowed tables and chairs until November 1. Temporary heaters were also on sidewalk without approval. Sent e-mail to owner to remove. Owner advised they will be removed and they have read open fires ordinance.
383 Dunegrass	Inspection	Received a call from someone who has concerns about the temporary power at the construction site. The complainant stated the power line was initially on the ground, but is now on a 2x4 marked with a flag. The complainant stated the power line is still very low to the ground and is concerned that children or others may easily come into contact with it. MTS to check site.
N/A	Inquiry	Question about whether a permit is required to install fence. Answered questions.
395 Dunegrass	Inquiry	Owner requested copy of digital plans. Copy provided. Referred to MTS for plumbing permit.
Various	Shared Information	Sent e-mail and mailed letters to restaurant owners advising of required approvals for expanded outdoor dining for future seasons and inviting them to an info session via Zoom on January 4.
901 Allegan	Enforcement	Erosion from site construction entering city catch basin. DPW sent photo and concerns. Forwarded to Allegan County Environmental Health asking if there is a soil and erosion control permit and advising of concerns. Allegan County confirmed a soil erosion permit is in place and they will follow up on the concerns.
530 Spear	Fence	Fence permit app to install cedar fence along side lot line. Permit issued.
640 Water	Inquiry	Questions about current uses and potential uses if waterfront project changes occur. Answered questions.
N/A	Inquiry	Questions about status of possible STR ordinance changes. Provided update.

Planning and Zoning Casework Continued

345 Grand	Enforcement	DPW observed brush and/or leaves in ROW after scheduled pickup dates. DPW to attempt verbal contact. Sent letter to remove within 10 days per previously approved policy. Homeowner left voicemail advising they have no refuse in the public right of way. Advised DPW. DPW to do follow-up check.
558 Hoffman	Enforcement	DPW observed Styrofoam in right of way. Sent letter to remove within 10 days. Owner called. She advised she did not put out any Styrofoam and she checked area and could not locate any. DPW to do follow-up check.
57-850-010-00	Easement	Current owner requested copy of water main easement. Engineer and I unable to locate. Referred to register of deeds. Owner advised they could not locate one. Engineer later advised it appears watermain easement was recorded for Dunegrass Condos to the west, but this one parcel was missed. Dune Ridge had to install water main as part of site condo development. Legal will prepare easement documents to present to current property owners.
520 S Maple	Short Term Rental	STR app. Need further info on local contact and distance. Updated contact received. Sent to Fire Department for inspection.
650 Water	New Restaurant	SLU and site plan app for a restaurant with an expanded outdoor dining area and service of alcoholic beverages. Asked for additional detail on outdoor seating which was provided. Scheduled for January 18 PC meeting.
N/A	Inquiry	Questions about peddle taxis and pub peddle regulations. To be researched.
345 Hoffman	Short Term Rental	STR app. Renewing. Sent to Fire Department for inspection. Failed. Sent reinspection invoice.
239 Mary	Short Term Rental	STR app. Renewing. Sent to Fire Department for inspection.
547 Butler and 219 Francis	Short Term Rental	STR app for each unit. Renewing. Appears to have been converted to a duplex several years ago. Sent to Fire Department for inspection.
100 Park	Sewer	Questions about water-sewer connection infrastructure for new home. Provided initial engineer feedback and applications. Contractor made request for septic. Engineer not willing to recommend septic as sewer is available and needed construction techniques are common. Contractor has concerns they would not be able to keep at least one lane open to connect to City sewer. Sent to engineer for further feedback. Reviewed engineer feedback and ordinance. Advised contractor sewer connection required. Contractor requested to meet. Advised escrow deposit will be required for further review or meetings. Contractor advised owner willing to pay. Advised escrow deposit is not a guarantee of a recommendation to Council for septic. Meeting scheduled. Awaiting escrow payment.
255 Spear	Short Term Rental	STR app. Renewing. Need separate STR app for ADU. Advised owner. Answered owner questions.
650 Water St	Enforcement	News owners have not applied for STR certificate for existing STR units. E-mailed to advise of requirement to obtain STR certificate. They advised they will submit.

Planning and Zoning Casework Continued

842 Lake Unit 6	Enforcement	New owner of property with STR certificate. New owner has not applied. Advised new owner of requirement to apply for STR certificate if they wish to operate unit as STR. Asked to advise if no longer an STR.
234 Spear	Enforcement	New owner of property with STR certificate. New owner has not applied. Advised new owner of requirement to apply for STR certificate if they wish to operate unit as STR. Asked to advise if no longer an STR.
842 Lake Unit 2	Enforcement	New owner of property with STR certificate. New owner has not applied. Advised new owner of requirement to apply for STR certificate if they wish to operate unit as STR. Asked to advise if no longer an STR.
615 Park #5	Short Term Rental	STR app. Renewing. Sent to Fire Department for inspection.
146 Butler	Enforcement	Painting contractor sign in right of way. Temporary signs cannot be in right of way. Sent contractor an e-mail to remove. Contractor advised he will remove it.
449 Water	Enforcement	Follow up on minor site plan amendment approval to see if fireplace was moved. Owner advised fireplace was removed. They plan to use two fire pits on "casket rollers". Sent to Fire Department for assessment based on open fires ordinance. Also observed tables and chairs still on sidewalk after expiration of license agreement approval. License only allowed tables and chairs until November 1. Temporary heaters were also on sidewalk without approval. Sent e-mail to owner to remove. Owner advised they will be removed and they have read open fires ordinance.
383 Dunegrass	Inspection	Received a call from someone who has concerns about the temporary power at the construction site. The complainant stated the power line was initially on the ground, but is now on a 2x4 marked with a flag. The complainant stated the power line is still very low to the ground and is concerned that children or others may easily come into contact with it. MTS to check site.
N/A	Inquiry	Question about whether a permit is required to install fence. Answered questions.
395 Dunegrass	Inquiry	Owner requested copy of digital plans. Copy provided. Referred to MTS for plumbing permit.
Various	Shared Information	Sent e-mail and mailed letters to restaurant owners advising of required approvals for expanded outdoor dining for future seasons and inviting them to an info session via Zoom on January 4.
901 Allegan	Enforcement	Erosion from site construction entering city catch basin. DPW sent photo and concerns. Forwarded to Allegan County Environmental Health asking if there is a soil and erosion control permit and advising of concerns. Allegan County confirmed a soil erosion permit is in place and they will follow up on the concerns.
530 Spear	Fence	Fence permit app to install cedar fence along side lot line. Permit issued.
640 Water	Inquiry	Questions about current uses and potential uses if waterfront project changes occur. Answered questions.
N/A	Inquiry	Questions about status of possible STR ordinance changes. Provided update.

Planning and Zoning Casework Continued

57-550-004-02	Inquiry	Met with nearby property owner with questions about this parcel and review process for drives or roads. Answered questions and provided resources.
350 Mason	Inquiry	Questions about project and zoning requirements. Answered questions.
183 Park	Street Cut	Street cut application for gas line replacement. Sent to DPW and Engineer to review. Both stated road shall be restored with hot asphalt when available. Stipulation added. Permit issued.
405 Park	Street Cut	Street cut application for gas line replacement. Sent to DPW and Engineer to review. Both stated road shall be restored with hot asphalt when available. Stipulation added. Permit issued.
772 Manchester	Inquiry	Questions about internal modifications for a single family home. Advised zoning permit not needed, but building permits are. Owner will contact MTS.
548 Hoffman	Inquiry	Question about any zoning or historic district permits for new windows. Not in historic district. No zoning permit needed. MTS will issue permit for window opening extension.
312 Hoffman	Sewer Repair	Emergency sewer repair. Engineer reviewed. Provided resources to contractor. Provided apps. Application and fees received. Permit issued. No street cut needed. Engineer advised entirely on the private side of the property line (root intrusion from an open joint in a clay fitting that has been switched out to PVC). Issue repaired.
247 Grand	Short Term Rental	STR app. New STR. Sent to Fire Department for inspection. Passed. STR certificate issued.
125 Elizabeth	Short Term Rental	STR app. New Owner of existing STR. Need property transfer affidavit. Received warranty deed. Sent to Fire Department for inspection. Passed. STR certificate issued.
350 Mason	Unauthorized Burn Complaint	Complainant stopped into City Hall and advised construction materials are being burned. Complainant advised fire is going currently, not contained within anything, and being burned on the ground. Contacted Fire Department. They advised they would send someone over to check.
560 Campbell	Inquiry	Question about permit needed for a temporary storage pod. Advised via return voicemail a temporary zoning permit will be required.
149 Griffith	Sign	Sign app. Replacement of a damaged/destroyed non-confirming sign. Sent to HDC Chair. Chair agreed admin approval. Permit issued. Answered questions regarding temporary signage until new sign arrives.
582 Campbell	Inquiry	Questions about sewer tap fees. Already paid for. Advised street cut would be additional if that was needed. Advised new sewer app would be needed due to permit expiring, but tap fees wouldn't be charged.
129 Griffith Unit 12	Inquiry	Questions about whether STR is registered. Advised it is.
15 Park	Inquiry	Meeting to discuss land division options. Preliminary, no formal plans or application. Provided resources.

Planning and Zoning Casework Continued

127 Hoffman	Enforcement	Tables and chairs observed on sidewalk after approved date of November 1. E-mailed owner to remove. Chairs removed.
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Department of Public Works Report

Below is a summary of notable activities carried out by the Department of Public Works since the last council meeting on 12/11/2023:

Village Square Playground:

Preparations have begun to decommission the playground located in the Northwest quadrant of Village Square Park. Disassembly will begin the week of January 8th. This work is in preparation for the new playground that is to be installed in the spring of 2024.

Motor Pool Maintenance:

Heavy emphasis has been placed on motor pool maintenance over the past few weeks.

Detailing:

Due to the lack of snowfall, the DPW has been able to continuously detail parks, streets, and City owned properties by cleaning leaves, overgrowth, etc.

Meetings:

- **12/11/2023** – DPW Weekly Goals Meeting
- **12/12/2023** – City Hall Team Meeting
- **12/13/2023** – New Council Orientation/DPW Tour
- **12/15/2023** – DPW Weekly Goals Follow Up Meeting
- **12/18/2023** – DPW Weekly Goals Meeting
- **12/18/2023** – Mt. Baldhead Study Group Meeting
- **12/18/2023** – Capital Improvement Meeting
- **12/20/2023** – Strategic Planning Meeting
- **12/21/2023** – Holiday Lunch
- **12/22/2023** – DPW Weekly Goals Follow Up Meeting
- **12/27/2023** – DPW Weekly Goals Meeting
- **12/29/2023** – DPW Weekly Goals Follow Up Meeting
- **01/03/2024** – Weekly Goals Meeting
- **01/03/2024** – Airport Property Tour
- **01/05/2024** – DPW Weekly Goals Follow Up Meeting

**City of Saugatuck
Status Report of Engineering Activities
January 4, 2024**

General Consultation

- Olde Mill Apartments Water Service: This work could be combined with other work on Maple Street or the Drinking Water State Revolving Fund project.
- 2023 System-wide Pavement Markings: We are wrapping up paperwork for the work that was completed in 2023.
- 2023 System-wide Crack Sealing: Due to weather concerns, this work has been delayed to spring 2024.
- Grants Workshop: We are discussing the possibility of having grant experts from F&V put together a workshop for council, staff and other interested parties to review the various programs used in the past, recent applications and brainstorming for new opportunities.
- City-wide parking, safety, signage, etc. review: Prepared a letter reviewing on-street parking vs. sight distance concerns. We plan to conduct a kickoff meeting with City staff and F&V traffic team this fall to develop a scope for the broader study, if required.
- N. Park Street Slope Erosion: Prepared a Change Order to add the work to the 2023 Streets project with Krohn. Work is scheduled for the spring, due to planting restrictions.
- Bridge Street Resurfacing: Prepared a Change Order to add the work to the 2023 Streets project with Krohn. Work is scheduled for the spring, when asphalt plants reopen.

Blue Star Highway Bridge Navigation Lighting

- Bids were received on July 27, 2023 with construction scheduled to be complete prior to Memorial Day 2024. Prepared a Recommendation of Award to the low bidder. Once all three communities have awarded the project, a contract can be prepared.

EGLE Drinking Water State Revolving Fund

- The Intent To Apply was submitted on November 1 for the 2024 funding round. We are making minor updates to the Project Plan to resubmit in the 2024 round.

2023 Street Improvements (West, East, Takken, Taylor and N. Maple)

- Work is complete for the season.
- Grass will be planted in the spring.
- A final walkthrough will be held in the spring, and punch list items will be addressed.

Water System Asset Management Plan

- The draft AMP has been prepared and will be finalized based on input from the financial consultant and comments from EGLE.
- We will be preparing an application for EGLE's new Community Technical, Managerial, and Financial (TMF) support for lead line replacement grant. Applications will be accepted January 1-31, 2024. If successful, this would provide funding to help the City complete its final Distribution System Materials Inventory, which is due by January 1, 2025.

Mt. Baldhead Conceptual Planning

- We met with the work group and are preparing updated renderings for the restroom building (similar aesthetics, reduced footprint to be located in the existing building footprint).

Mt. Baldhead AT&T Project Assistance

- The EGLE/USACoE Critical Dunes permitting process has been put on hold for now, pending SHPO approvals.

Vendor Name	Description	Amount
1. ACTION INDUSTRIAL SUPPLY CO	UNIFORMS & SAFETY EQUIPMENT	135.99
2. ALLEGAN COUNTY TREASURER	PROPERTY TAXES	107,401.63
3. ASSESSING SOLUTIONS INC	ASSESSING SERVICES	2,791.50
4. CAPITAL ONE	SUPPLIES	1,060.42
5. CHIPS GROUNDCOVER LLC	HOLIDAY LIGHTING	21,145.00
	HOLIDAY LIGHTING	2,800.00
	TOTAL	23,945.00
6. COMCAST	INTERNET	193.40
7. CONSUMERS ENERGY	ELECTRIC	3,676.10
8. ELECTION SOURCE	ELECTION	615.00
9. FIRST BANK CARD	SUPPLIES, TRAINING & HOLIDAY	6,224.33
10. FLEIS & VANDENBRINK ENGINEERING INC	ENGINEERING FEES	2,450.65
	EAST WEST TAKKEN TAYLOR	23,528.17
	TOTAL	25,978.82
11. FRONTIER	OVAL BEACH	173.29
	OVAL	85.44
	DPW GARAGE	227.63
	OVAL BEACH	85.44
	TOTAL	571.80
12. GATEHOUSE MEDIA MICHIGAN HOLDINGS I	PUBLISHING NOTICES	289.85
13. GIL- ROY'S HARDWARE	SUPPLIES	18.78
14. GIVE' EM A BRAKE SAFETY	STEEL POST SIGNS	672.00
15. INTERURBAN TRANSIT AUTHORITY	PROPERTY TAXES	28,710.03
16. KALAMAZOO LAKE SEWER & WATER	WATER & SEWER	1,041.38
	WATER & SEWER	60.65
	TOTAL	1,102.03
17. LORRIE PASTOOR	CLEANING SERVICES	360.00
18. MARILYNN J SEMONICK	STRATEGIC PLANNING	3,326.49
19. MASON LAWN & SNOW	PARTS	292.51
	PARTS	19.08
	PARTS	35.05
	TOTAL	346.64
20. MC NALLY ELEVATOR COMPANY INC	ELEVATOR CITY HALL	3,371.23
21. MERS	RETIREMENT	4,500.00

Vendor Name	Description	Amount
22. MICHIGAN GAS UTILITIES		
	CITY HALL	112.66
	BUTLER STREET TOILETS	133.11
	DPW GARAGE	295.41
	TOTAL	541.18
23. NET2PHONE INC		
	TELEPHONES	210.29
24. OTTAWA AREA INTERMEDIATE	SCHOOL DIS	
	PROPERTY TAXES	2,196.88
25. OVERISEL LUMBER COMPANY		
	SUPPLIES	474.65
26. OX BOW		
	HEMLOCK WOOLLY ADELGID	9,500.00
27. PRIORITY HEALTH		
	HEALTH INSURANCE	9,552.84
28. QUALITY DOOR COMPANY INC		
	REPAIRS	391.23
29. SAUGATUCK DOUGLAS LIBRARY		
	PROPERTY TAXES	42,294.19
30. SAUGATUCK FIRE		
	PROPERTY TAXES	101,552.10
	RENTAL INSPECTIONS	250.00
	TOTAL	101,802.10
31. SAUGATUCK PUBLIC SCHOOLS		
	PROPERTY TAXES	425,345.67
32. SHELL		
	GASOLINE & DIESEL	78.11
33. SHORELINE TECHNOLOGY SOLUTIONS		
	COMPUTER SERVICES	1,262.80
34. SISTERS IN INK		
	UNIFORMS	183.86
35. SMART BUSINESS SOURCE LLC		
	SUPPLIES	129.64
36. STANDARD INSURANCE COMPANY		
	INSURANCE	453.31
37. STAR OF SAUGATUCK LLC		
	SPEAR LAUNCH HALF	669.50
38. TERRY'S PRECAST PRODUCTS INC		
	SCULPTURE BASE	170.00
39. TRUCK & TRAILER SPECIALTIES		
	BLADES SNOW	1,731.50
	SUPPLIES	48.05
	TOTAL	1,779.55
40. VALLEY CITY LINEN INC		
	SHOP TOWELS	153.03
41. WESTENBROEK MOWER INC		
	SUPPLIES	198.43
42. WICK'S PARK BAR & GRILLE		
	STRATEGIC PLANNING	375.00
TOTAL - ALL VENDORS		813,053.30
FUND TOTALS:		
Fund 101 - GENERAL FUND		75,111.28
Fund 202 - MAJOR STREETS		933.07
Fund 203 - LOCAL STREETS		24,358.24
Fund 661 - MOTOR POOL FUND		5,089.56
Fund 701 - CURRENT TAX FUND		707,561.15

01/04/2024 CHECK REGISTER FOR CITY OF SAUGATUCK				
CHECK DATE FROM 12/01/2023 - 12/31/2023				
Check Date	Check	Vendor Name	Description	Amount
Bank GEN GENERAL POOLED CASH				
12/08/2023	DD6487(A)	ARAMENDI, NOAH	PAYROLL	1,487.63
12/08/2023	DD6488(A)	BOUWMAN, CHAD	PAYROLL	1,381.88
12/08/2023	DD6489(A)	CUMMINS, RYAN	PAYROLL	2,246.08
12/08/2023	DD6490(A)	HARDY, CODY	PAYROLL	1,448.48
12/08/2023	DD6491(A)	HEISE, RYAN	PAYROLL	3,464.36
12/08/2023	DD6492(A)	HERBERT, SCOTT	PAYROLL	2,015.48
12/08/2023	DD6493(A)	KERRIDGE, ADAM	PAYROLL	1,662.22
12/08/2023	DD6494(A)	MACK, ELLIS	PAYROLL	1,308.47
12/08/2023	DD6495(A)	MARTIN, DANNY	PAYROLL	757.16
12/08/2023	DD6496(A)	STANISLAWSKI, PETER	PAYROLL	1,559.93
12/08/2023	DD6497(A)	WILLIAMS, SARA	PAYROLL	1,742.69
12/08/2023	DD6498(A)	WOLTERS, JAMIE	PAYROLL	1,900.71
12/08/2023	EFT1754(E)	ALERUS	PAYROLL	3,559.17
12/08/2023	EFT1755(E)	EXPERT PAY	PAYROLL	139.54
12/08/2023	EFT1756(E)	MERS HYBRID	PAYROLL	2,223.89
12/08/2023	EFT1757(E)	FEDERAL TAX DEPOSIT	PAYROLL	7,182.56
12/11/2023	5016(E)	AT&T MOBILITY	CELL PHONES	172.79
12/11/2023	5017(E)	CAPITAL ONE	SUPPLIES	1,431.98
12/11/2023	5018(E)	COMCAST	INTERNET & TELEPHONES	193.40
12/11/2023	5019(E)	CONSUMERS ENERGY	ELECTRIC	3,188.90
12/11/2023	5020(E)	FIRST BANK CARD	ELECTIONS, SUPPLIES & TRAINING	940.52
12/11/2023	5021(E)	FRONTIER	OVAL	173.22
12/11/2023	5022(E)	FRONTIER	DPW GARAGE	227.63
12/11/2023	5023(E)	KALAMAZOO LAKE SEWER & WATER	WATER & SEWER	1,623.27
12/11/2023	5024(E)	MERS	RETIREMENT	4,500.00
12/11/2023	5025(E)	MICHIGAN GAS UTILITIES	DPW GARAGE	165.87
12/11/2023	5026(E)	MICHIGAN GAS UTILITIES	BUTLER STREET TOILETS	84.50
12/11/2023	5027(E)	MICHIGAN GAS UTILITIES	CITY HALL	73.28
12/11/2023	5028(E)	PRIORITY HEALTH	HEALTH INSURANCE	10,044.25
12/11/2023	5029(E)	VALLEY CITY LINEN INC	SHOP TOWELS	50.00
12/11/2023	5030(A)	ACTION INDUSTRIAL SUPPLY CO	UNIFORMS & SAFETY EQUIPMENT	252.14
12/11/2023	5031(A)	ALLEGAN COUNTY CLERK	ELECTIONS	798.35
12/11/2023	5032(A)	ALLEGAN COUNTY SHERIFF	DEBT CREW	214.00
12/11/2023	5033(A)	ALLEGAN COUNTY TREASURER	PROPERTY TAXES	22,585.30
12/11/2023	5034(A)	ASSESSING SOLUTIONS INC	ASSESSING SERVICES	2,791.50
12/11/2023	5035(A)	MICHIGAN CAT	LOADER REPAIR	908.76
12/11/2023	5036(A)	FLEIS & VANDENBRINK ENGINEERING I	EAST WEST TAKKEN TAYLOR	26,546.22
12/11/2023	5037(A)	GROUND MANAGEMENT SOLUTIONS	PARKS MAINTENANCE	1,426.70
12/11/2023	5038(A)	HORIZON COMMUNITY PLANNER	PLANNING & HISTORIC DISTRICT	2,207.50
12/11/2023	5039(A)	INTERURBAN TRANSIT AUTHORITY	PROPERTY TAXES	2,903.87
12/11/2023	5040(A)	LANDSCAPE DESIGN SERVICES INC	ROSE GARDEN MAINTENANCE	570.00
12/11/2023	5041(A)	OTTAWA AREA INTERMEDIATE SCHO	PROPERTY TAXES	6,686.24
12/11/2023	5043(A)	SAUGATUCK DOUGLAS LIBRARY	PROPERTY TAXES	4,278.16

01/04/2024 CHECK REGISTER FOR CITY OF SAUGATUCK				
CHECK DATE FROM 12/01/2023 - 12/31/2023				
Check Date	Check	Vendor Name	Description	Amount
12/11/2023	5044(A)	SAUGATUCK FIRE	PROPERTY TAXES	14,404.93
12/11/2023	5045(A)	SEPTIC TANK SYSTEMS CO INC	CITY HALL NO WATER	290.00
12/11/2023	5046(A)	SHORELINE TECHNOLOGY SOLUTIONS	COMPUTER SERVICES	1,262.80
12/11/2023	5047(A)	STANDARD INSURANCE COMPANY	INSURANCE	453.31
12/11/2023	17369	633 BUTLER LLC	ESCROW REFUND	2,000.00
12/11/2023	17370	GOLDMAN SACHS BANK USA	EMPLOYEE HOLIDAY APPRECIATION	691.69
12/11/2023	17371	KENDALL ELECTRIC INC	SUPPLIES	42.36
12/11/2023	17372	MCKELLIPS PLUMBING INC	OVAL BEACH	1,915.00
12/11/2023	17373	OVERISEL LUMBER COMPANY	SUPPLIES	850.55
12/11/2023	17374	SAUGATUCK CENTER FOR THE ARTS	PLANNING SESSION	300.00
12/11/2023	17375	SAUGATUCK PUBLIC SCHOOLS	PROPERTY TAXES	46,414.37
12/20/2023	5048(E)	MERCHANTS BANCARD NETWORK	BANKING FEES	52.56
12/20/2023	5049(E)	RICOH USA INC	COPIER LEASE	127.97
12/20/2023	5050(A)	ACTION INDUSTRIAL SUPPLY CO	UNIFORMS & SAFETY EQUIPMENT	145.59
12/20/2023	5051(A)	ALLEGAN COUNTY SHERIFF	SHERIFF CONTRACT	31,019.60
12/20/2023	5052(A)	ALLEGAN COUNTY TREASURER	PROPERTY TAXES	25,033.15
12/20/2023	5053(A)	FAHEY SCHULTZ BURZYCH RHODES	LEGAL FEES LAWSUIT	14,668.82
12/20/2023	5054(A)	FLEIS & VANDENBRINK ENGINEERING	ENGINEERING FEES	448.25
12/20/2023	5055(A)	INTERURBAN TRANSIT AUTHORITY	PROPERTY TAXES	6,949.50
12/20/2023	5056(A)	KROHN EXCAVATING LLC	EAST WEST TAKKEN TAYLOR	205,501.52
12/20/2023	5057(A)	MICHIGAN MUNICIPAL LEAGUE	TRAINING	190.00
12/20/2023	5058(A)	SAUGATUCK DOUGLAS LIBRARY	PROPERTY TAXES	10,237.63
12/20/2023	5059(A)	SAUGATUCK FIRE	PROPERTY TAXES	75,735.68
12/20/2023	5060(A)	TRUCK & TRAILER SPECIALTIES	REPAIRS	70.40
12/20/2023	17377	120 MARY ST LLC	ESCROW REFUND	767.00
12/20/2023	17378	633 BUTLER LLC	ZONING FEE REFUND	500.00
12/20/2023	17379	BERTHIAUME & COMPANY	AUDIT	10,475.00
12/20/2023	17380	ALLEGAN COUNTY CLERK ASSOCIATION	TRAINING	30.00
12/20/2023	17381	C2AE	BLUE STAR TRAIL	6,751.91
12/20/2023	17382	COMMERCIAL RECORD	PUBLISHING	335.00
12/20/2023	17383	ERHAN T KARA	ESCROW REFUND	1,562.50
12/20/2023	17384	IHLE AUTO PARTS	SUPPLIES	61.43
12/20/2023	17385	MINER SUPPLY CO	SUPPLIES	357.48
12/20/2023	17386	PETER STANISLAWSKI	HOLIDAY LIGHTING	2,084.00
12/20/2023	17387	PRINTING SYSTEMS, INC.	SUPPLIES	210.54
12/20/2023	17388	SAUGATUCK PUBLIC SCHOOLS	PROPERTY TAXES	115,577.78
12/20/2023	17389	T&S GREAT LAKES LLC	TRUCK BED REPAIR	400.00
12/22/2023	DD6499(A)	ARAMENDI, NOAH	PAYROLL	1,527.63
12/22/2023	DD6500(A)	ASPNES, LYNEE	PAYROLL	44.05
12/22/2023	DD6501(A)	BOUWMAN, CHAD	PAYROLL	1,483.27
12/22/2023	DD6502(A)	CUMMINS, RYAN	PAYROLL	2,246.08
12/22/2023	DD6503(A)	HARDY, CODY	PAYROLL	1,474.41
12/22/2023	DD6504(A)	HEISE, RYAN	PAYROLL	3,464.35
12/22/2023	DD6505(A)	HERBERT, SCOTT	PAYROLL	2,018.03
12/22/2023	DD6506(A)	KERRIDGE, ADAM	PAYROLL	2,092.98

01/04/2024 CHECK REGISTER FOR CITY OF SAUGATUCK				
CHECK DATE FROM 12/01/2023 - 12/31/2023				
Check Date	Check	Vendor Name	Description	Amount
12/22/2023	DD6507(A)	LEO, NICHOLAS	PAYROLL	43.55
12/22/2023	DD6508(A)	MACK, ELLIS	PAYROLL	1,406.40
12/22/2023	DD6509(A)	MARTIN, DANNY	PAYROLL	884.75
12/22/2023	DD6510(A)	MAYER, JOHN	PAYROLL	44.05
12/22/2023	DD6511(A)	STANISLAWSKI, PETER	PAYROLL	2,309.17
12/22/2023	DD6512(A)	WILLIAMS, SARA	PAYROLL	1,742.69
12/22/2023	DD6513(A)	WOLTERS, JAMIE	PAYROLL	1,900.71
12/22/2023	EFT1758(E)	ALERUS	PAYROLL	6,198.90
12/22/2023	EFT1759(E)	EXPERT PAY	PAYROLL	139.54
12/22/2023	EFT1760(E)	MERS HYBRID	PAYROLL	2,805.32
12/22/2023	EFT1761(E)	FEDERAL TAX DEPOSIT	PAYROLL	8,000.02
12/22/2023	EFT1762(E)	MERS	PAYROLL	5,233.79
12/29/2023	17390	MML UNEMPLOYMENT COMPENSATIO	PAYROLL	66.09
12/29/2023	DD6514(A)	ANDERSON, HOLLY	PAYROLL	237.86
12/29/2023	DD6515(A)	BAGIEREK, CHRISTOPHER	PAYROLL	105.72
12/29/2023	DD6516(A)	BALDWIN, HELEN	PAYROLL	263.30
12/29/2023	DD6517(A)	BARNA, NICHOLAS	PAYROLL	26.42
12/29/2023	DD6518(A)	BOUCK, JAMES	PAYROLL	52.86
12/29/2023	DD6519(A)	BROEKER, ANN	PAYROLL	78.29
12/29/2023	DD6520(A)	CANNARSA, JOHN	PAYROLL	51.66
12/29/2023	DD6521(A)	CRAWFORD, RICHARD	PAYROLL	52.26
12/29/2023	DD6522(A)	DEAN, SCOTT	PAYROLL	235.77
12/29/2023	DD6523(A)	GARDNER, RUSSELL	PAYROLL	361.62
12/29/2023	DD6524(A)	GAUNT, BOBBIE	PAYROLL	105.72
12/29/2023	DD6525(A)	HUNDRIESER, JAMES	PAYROLL	51.06
12/29/2023	DD6526(A)	KUBASIAK, ROBERT	PAYROLL	26.42
12/29/2023	DD6527(A)	LA CHEY, MARK	PAYROLL	104.72
12/29/2023	DD6528(A)	LEO, HOLLY	PAYROLL	87.10
12/29/2023	DD6529(A)	LEO, NICHOLAS	PAYROLL	52.26
12/29/2023	DD6530(A)	LEWIS, LEIGH	PAYROLL	182.91
12/29/2023	DD6531(A)	MANN, STEVEN	PAYROLL	105.72
12/29/2023	DD6532(A)	MC POLIN, KATE	PAYROLL	52.26
12/29/2023	DD6533(A)	MUNCEY, GREGORY	PAYROLL	264.30
12/29/2023	DD6534(A)	PATERSON, KEITH	PAYROLL	79.29
12/29/2023	DD6535(A)	STANTON-SHARAR, LAUREN	PAYROLL	235.78
12/29/2023	DD6536(A)	STRAKER, TIMOTHY	PAYROLL	26.13
12/29/2023	EFT1763(E)	FEDERAL TAX DEPOSIT	PAYROLL	518.44
12/29/2023	EFT1764(E)	MI DEPT OF TREASURY	PAYROLL	2,475.15
12/31/2023	5061(E)	MERS	RETIREMENT	4,500.00
12/31/2023	5062(E)	NET2PHONE INC	TELEPHONES	210.29
12/31/2023	5063(E)	FRONTIER	OVAL BEACH	85.44
Total of 129 Disbursements:				762,791.45



City Council Agenda Workshop

FROM: Peter Stanislawski

MEETING DATE: January 3, 2024

SUBJECT: 2023 Annual Audit

DESCRIPTION:

Berthiaume & Company from Saginaw conducted the 2023 Annual Audit. Mr. Ken Berthiaume will present the audited financial statements to the city council via zoom. We have hard copies of the audit at city hall or you can review the audit at the following link:

<https://treas-secure.state.mi.us/LAFDocSearch/>

Then the following directions to get to our audit: County select Allegan Year select 2023 Document group select Audit Document Type select Audit Financial-report Municipality type select City Municipality select Saugatuck then hit search it will draw down our audit.



City Council Agenda Item Report

FROM: Ryan Heise

MEETING DATE: 12/3/24

SUBJECT: AT&T Proposed Lease Agreement

DESCRIPTION:

City staff, legal counsel, and appraisal consultants representing the city have been working with AT&T to negotiate a lease agreement. Legal counsel believes that the redline version of the lease included in the packet – “adequately protects the City and embraces the sensitive nature of the Mount Baldhead site and the unique challenges and considerations associated with the same.” The lease has been included in the packet for full transparency as the final lease will be a public document.

City staff has also included a closed session to specifically address questions concerning specific lease provisions and rent/escalation values.

BUDGET ACTION REQUIRED:

None

COMMITTEE/COMMISSION REVIEW

NA

LEGAL REVIEW:

Yes

SAMPLE MOTION:

Move into a closed session pursuant to MCL 15.268(h) to discuss a confidential written legal opinion regarding a potential lease agreement with AT&T.

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**”).

Commented [RB1]: Landlord to complete

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.

Commented [RB2]: Is there a parcel ID # or other identifying information that may be inserted here?

Commented [RB3]: Landlord to complete

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**”);

Commented [RB4]: Michael please provide Exhibit 1

Commented [MSSR4]: CD’s to be added as Exhibit 1

(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**. Tenant shall not damage or make any alterations to the historic radar antenna and related equipment within the radar dome, but Landlord acknowledges the Tenant may have to make adjustments to the location of the historic radar antenna to mitigate material adverse impacts to Tenant’s Communication Facility. Landlord and Tenant agree that the Premises will be secured to prevent unauthorized entry, except by Landlord or Tenant. 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;

Commented [A6]: The City will need to review this exhibit before approving this language. It is important to the City that AT&T’s antennas be confined to the interior of the Mt Baldhead Dome, and I do not think that limitation is clearly expressed in this paragraph.

Commented [A7]: Given the aesthetic importance of the tower, the City will need final say over any such extensions. r

Commented [A8]:

(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 and does not materially increase the size or weight of Tenant’s Communication Facility. (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 employees, independent contractors, subcontractors, agents, or assigns 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 may install, modify, supplement, replace, upgrade, expand Communication Facility within the Premises at any time during the Term, provided that: 1) Tenant obtains Landlord’s express approval, which shall not be unreasonably withheld, unduly delayed, or conditioned; and 2) such additional, modified, supplemented, replaced, upgraded, or expanded equipment does not materially increase the size or weight of the Tenant’s Communication Facility within the Primary RAD Space. 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].

Commented [A9]: I do not believe any additional support structures or fencing is proposed or will be permitted.

Commented [RB10]: Christopher, the term "safety procedures" is not new. The revision in the following clause obligates AT&T to confer with your client and affords your client the right to approve signs, barriers and measures required by AT&T safety procedures. With respect to legally required signs, barriers, and measures, AT&T is obligated to confer with your client and obtain your client's confirmation as described.

Commented [A11]: Given the historic nature of the site, the City will need to approve such improvements in advance.

Commented [RB12]: Christopher, does this language address your concern? It balances Landlord's approval right with AT&T's obligation to comply with laws.

Commented [CP13R12]: See edits

Commented [RB14]: Christopher, language relating to expansion outside of Primary RAD space has been deleted.

Commented [RB15]: I inadvertently deleted the entire sentence rather than just the language relating to the expansion outside of Primary RAD space. So, I added the revised sentence here.

Commented [A16]: delete

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 three (3) 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. Upon , 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 Initial Term. In the event Landlord so notifies Tenant prior to the expiration of the Initial Term, Landlord agrees to permit Tenant to lease the Premises on a month-to-month basis until Tenant is able to complete construction of a replacement site. Upon every second Extension Term (e.g., every ten (10) years after 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 then applicable Extension Term.

(c) [DELETED].

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

Commented [A17]: tbd

Commented [RB18]: Christopher, please note the revisions in this subsection.

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 an annual rent payment of ~~Thirty Thousand~~TBD and No/100 Dollars (~~\$30,000.00~~TBD) (the “**Rent**”), at the address set forth above. In any partial year 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. Each annual payment shall be received by Landlord on or before the anniversary of the Rent Commencement Date.

(b) [DELETED].

(c) [DELETED].

(d) [DELETED].

(e) Beginning on the first anniversary of the Rent Commencement Date and every year thereafter, the annual Rent will increase by ~~three percent (3~~TBD (TBD%) over the applicable Rent in effect the previous year.

(f) [DELETED].

Commented [A19]: tbd

Commented [RB20]: To be determined

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. Tenant shall restore the Property to its original condition after completing the applicable tests.

(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 six (6) 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).

(g) by Landlord if Tenant's Communication Facility fails to provide cellular service to the area (including Oval Beach) within one (1) year following the execution of this Agreement. Landlord may, upon written request by Tenant and upon good cause shown, extend this deadline for ~~one (1)~~ up to five (5) additional ~~one (1)~~ year extensions. For the purposes of this Section, good cause shall include delays beyond Tenant's reasonable control related to Tenant's receipt of zoning and other necessary governmental approvals to construct its facilities on the Premises.

7. **INSURANCE.** During the Term, Tenant will carry and maintain in effect such commercial general liability policy. Said policy of commercial general liability insurance, per ISO Form CG 00 01 or equivalent, will provide a per occurrence single limit of One Million and No/100 Dollars (\$1,000,000.00) and ~~provide a combined~~ an aggregate limit of Two Million and No/100 Dollars (\$2,000,000.00) and shall include Landlord as an additional insured by endorsement with respect to this Agreement.

Commented [RB21]: Risk Assist review is required

Commented [LM22]: AT&T does not currently self-insure its CGL insurance. This statement is not needed.

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 materially 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, its elected officials, employees, officers, directors, agents, and representatives 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, Premises and Tower 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 Trail²"); as well as Tenant's use of the Premises and Tower.)

(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 the Premises, the Tower, or 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 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. Landlord shall provide Tenant with a means of accessing the Premises, which shall be secured to prevent unauthorized entry. 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) Tenant acknowledges that the Tower and Premises were not constructed by Landlord, are approximately 65 years old, and are located on certain sand dunes that may shift over time. In light of the unique nature of the Tower and Premises, Tenant acknowledges that it is not feasible for Landlord to guarantee the condition or structural integrity of the Tower or Premises, and that Landlord shall not be responsible for the maintenance or repair of the Tower or Premises beyond basic exterior painting and landscaping. Tenant agrees that it accepts the Tower and Premises "as is," that its use of the Tower and Premises will be at its own risk, and that the Tenant is responsible for conducting the necessary studies, tests, and surveys to determine that the Tower and Premises are suitable for Tenant's Communication Facilities and Permitted Use. ~~Tenant further 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 Tower and/or Premises.~~

(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, Tenant will read the meter and provide Landlord with a reading and usage data on a monthly basis. Upon being provided with the meter reading and usage data from Tenant, Landlord will provide an invoice to Tenant and Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord agrees to provide the 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, at terms and conditions reasonably acceptable to Landlord.

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. 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.

Commented [A23]: not appropriate

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

Commented [RB24]: Michael, please complete

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

Commented [RB25]: To be provided by landlord

Commented [RB26]: Landlord to complete

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; FORCE MAJEURE.

(a) 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.

(b) The parties recognize that given the unique nature of the site, it may be impracticable for Landlord to rebuild in the event of casualty or harm to the Tower or Premises. Accordingly, Landlord shall have the sole discretion to determine whether it is feasible for Landlord to rebuild or restore the Tower or Premises so affected. Should Landlord determine not to rebuild or restore the Tower or Premises, Landlord shall terminate this Agreement upon Landlord's written notice to Tenant within thirty (30) days of casualty or harm. If casualty or harm is only to Tenant's Communications Facilities and not to the Tower or Premises, Tenant shall have the sole discretion to determine whether to rebuild or restore the Communication Facilities or terminate this Agreement pursuant to subsection (a) herein.

(c) The parties recognize that given the unique nature of the site, it may be impracticable for Landlord to rebuild in the event of casualty or harm to the Tower or Premises. Accordingly, if the Premises or Tower is damaged or destroyed by a Force Majeure Event (defined below) Landlord shall have the sole discretion to determine whether it is feasible for Landlord to rebuild or restore the Tower or Premises so affected. Should Landlord determine not to rebuild or restore the Tower or Premises, the casualty or harm to the Tower or Premises shall be considered a force majeure event and shall terminate this Agreement upon Landlord's written notice to Tenant within thirty (30) days of casualty or harm. For the purposes of this Section, "Force Majeure Event" means the complete or partial destruction of the Premises or Tower through: (a) fire, flood, earthquake, structural or subsurface collapse, physical deterioration, elements of nature, acts of God, or similar events; or (b) wars (declared and undeclared), acts of terrorism, sabotage, riots, civil disorders, rebellions, revolutions, or similar events.

(d) If Landlord or Tenant undertakes to rebuild or restore the Tower, Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, subject to necessary approvals and ~~permits~~ permits, until the reconstruction of the Tower, Premises, or Communication Facility is completed. Landlord agrees that the Rent shall be abated until the Property

and/or the Premises are rebuilt or restored, unless Tenant places a temporary transmission and reception facilities on the Property.

(e) If Landlord determines not to restore or rebuild the Tower or Premises, 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.

20. COMMUNICATION FACILITY AS PERSONAL PROPERTY. The Communication facility and any portion thereof shall be exempt from any and all liens, statutory or otherwise, except as agreed to between the parties. 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 is a unit of government exempt from taxation. Tenant shall be responsible for 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 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.

(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

Commented [A27]: Again, the City will need to review all of the exhibits once they are assembled.

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]

Commented [A28]: delete

Commented [RB29R28]: This exhibit needs to remain since it is specifically referenced in Section 10b.

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

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT 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 _____)

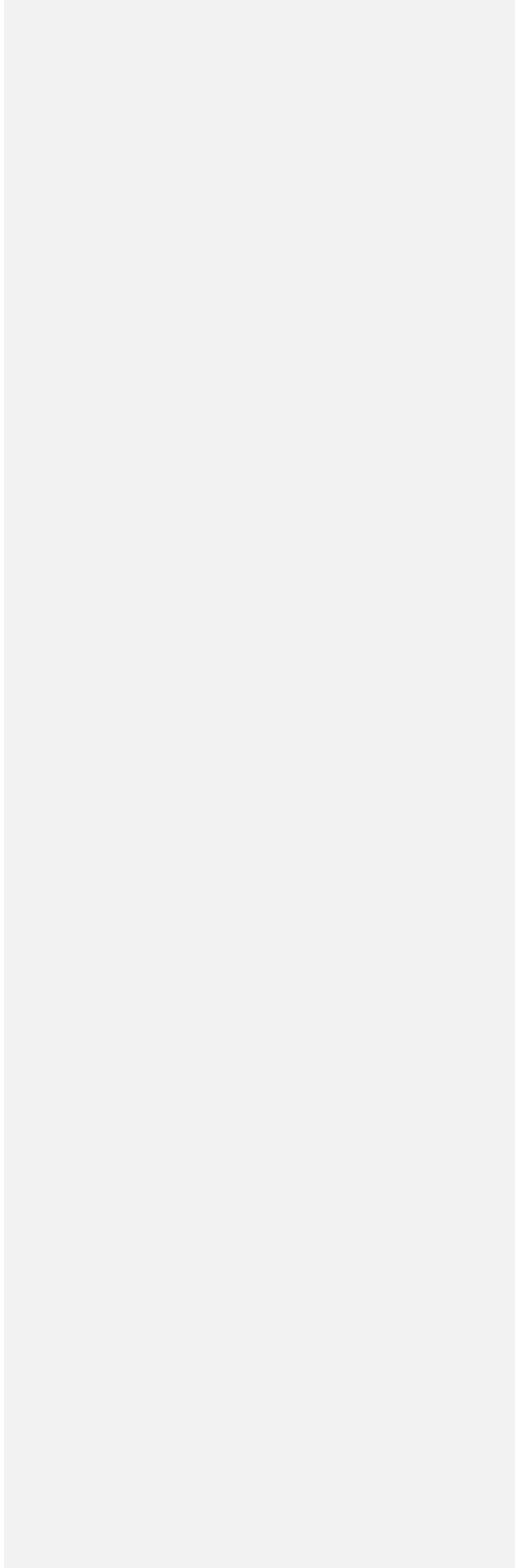
On the ____ day of _____, 20__ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Mortgagee for the purposes therein contained.

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:



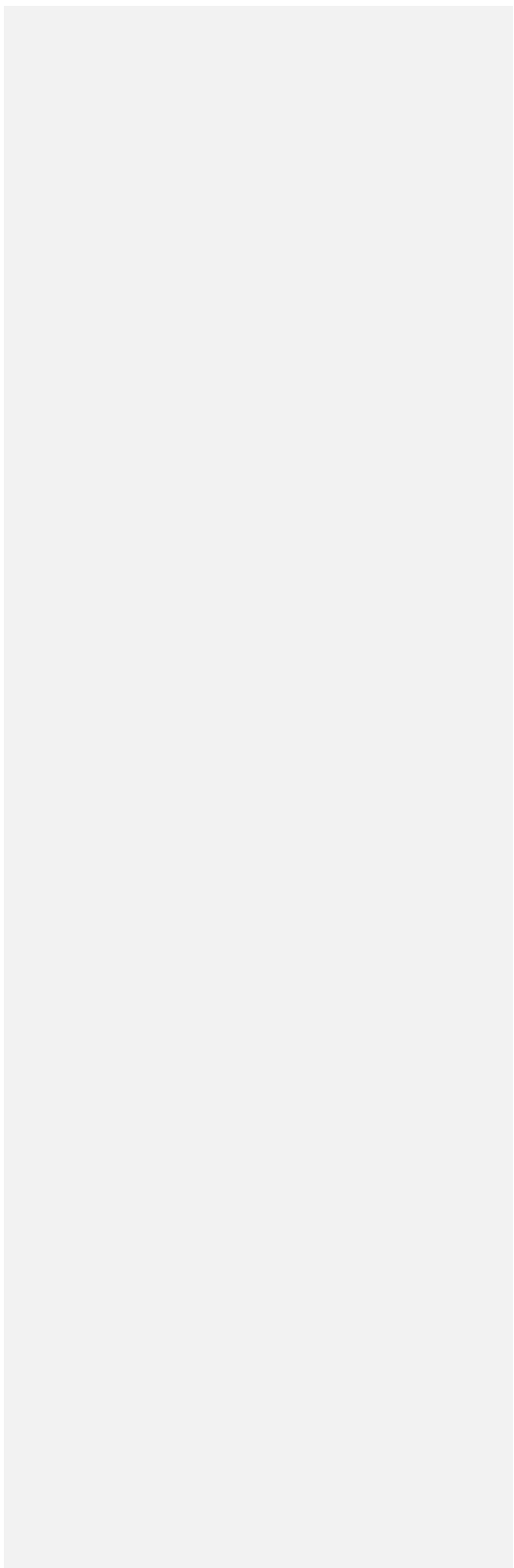


EXHIBIT 11

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]

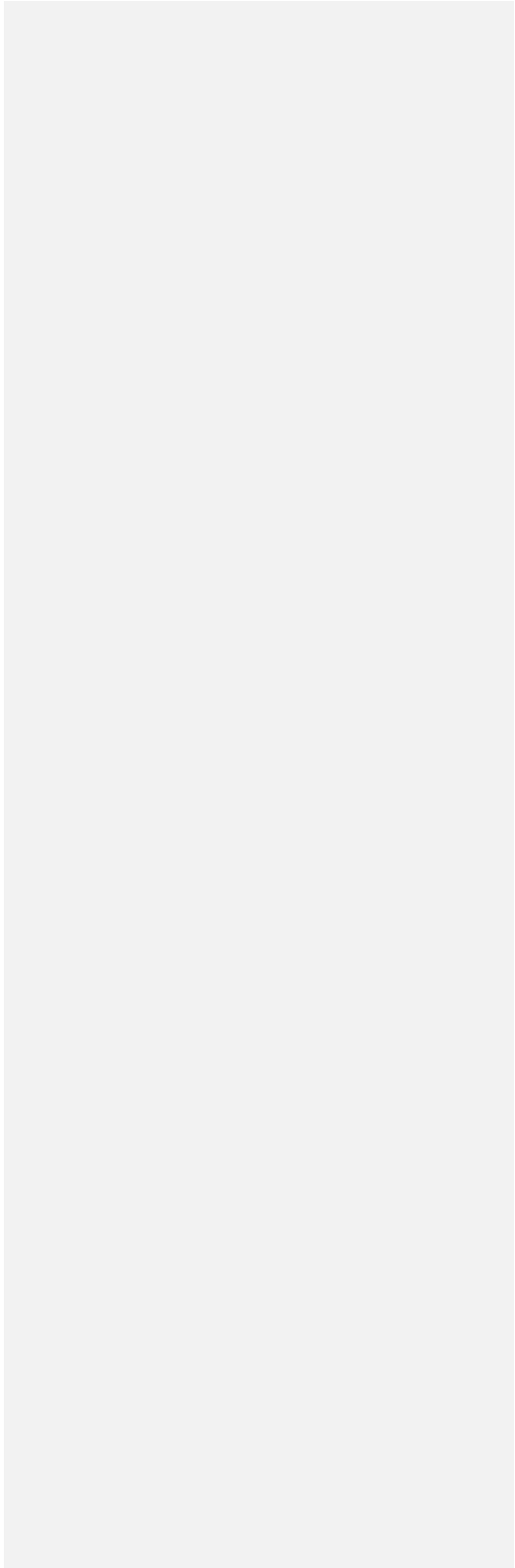
Commented [A30]: to be discussed

EXHIBIT 12
STANDARD ACCESS LETTER
[FOLLOWS ON NEXT PAGE]

Commented [A31]: delete

Commented [RB32R31]: This exhibit is specifically referenced in Section 12 so it must remain

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)~~three (3) 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

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

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

Print or type. See specific instructions on page 3.

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			
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.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>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.</small> <input type="checkbox"/> Other (see instructions) ▶ _____		<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate 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																
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or																
Employer identification number																
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Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 Heise

MEETING DATE: 12/3/24

SUBJECT: Dune Ridge Cover Page

DESCRIPTION:

Legal Counsel is prepared to provide City Council with updates related to the ongoing Dune Ridge V. City of Saugatuck litigation.

BUDGET ACTION REQUIRED:

None

COMMITTEE/COMMISSION REVIEW

NA

LEGAL REVIEW:

Yes

SAMPLE MOTION:

Move into a closed session pursuant to MCL 15.268(e) and (h) to discuss a confidential written legal opinion regarding the ongoing lawsuit with Dune Ridge SA, LP.



City Council Agenda Item Report

FROM: Ryan Cummins, Director of Planning and Zoning

MEETING DATE: January 4, 2024

SUBJECT: Temporary Banner Sign – Village Square

DESCRIPTION:

The Parks and Public Works Committee is requesting the installation of a 3ft x 3ft temporary banner sign at Village Square to update the community on the new playground equipment that is forthcoming. The sign would be in place until the equipment is installed.

The Chair of the Historic District Commission has agreed this can be administratively approved.

The banner sign meets the temporary sign ordinance requirements except that the banner will be in place longer than is allowed:

154.30 (C) (3) The banner shall be displayed for no more than three 14-day periods between January 1 and December 31 of any year;

154.30 (H) allows the City Council to waive any of the requirements the temporary sign regulations subject to the following:

- (1) The sign does not create a traffic vision obstruction;
- (2) The sign does not create a pedestrian traffic obstruction;
- (3) The sign is compatible with the surroundings and is not uniquely out of character for the community; and
- (4) The sign does not create a situation which could be detrimental to health, safety, or welfare.

Staff recommends waiving the time requirement as the temporary sign is for a governmental purpose, does not create a traffic vision or pedestrian traffic obstruction, is compatible with the surroundings, is

not uniquely out of character for the community, and it does not create a situation which could be detrimental to health, safety, or welfare.

LEGAL REVIEW:

Legal will be at your meeting if you have any questions.

SAMPLE MOTION:

Motion to approve the temporary banner sign in Village Square as presented until the playground equipment is installed.



Building Saugatuck's Future

Coming Spring 2024



Village Square Playground Project

[Learn More](#)



To: Saugatuck City Managers, City Council, Historic District and Planning Board
From: G Corwin Stoppel
579 Mason Street
Saugatuck, MI 49453
2023 December 19

RE: The mural on the old hardware store building

I have been following the on-going saga of the partially completed mural on the old hardware store wall. I realize that a decision has been made, yet it is my hope that you will be willing to reconsider it. My understanding that when there are municipal ordinances and guidance from the historical and zoning committees, there is often room for a variance.

Saugatuck and Douglas have long been known for supporting the arts, particularly the visual arts. When someone purchases a piece of art, often they take it home for their own pleasure and that of their guests. Very few outsiders have the opportunity to see it.

Public art is a different matter because anyone can see it. For a few years we participated in that tradition with the Art Round Town. Unfortunately it came to an end over the debate about "That Sculpture" which had been placed in front of City Hall. What could have been a meaningful tradition evaporated in acrimony and hurt feelings.

We sometimes mistakenly believe that we can learn history from public art, especially statues. Like many of you, Pat and I have visited London where it is impossible to go very far on any street without seeing a statue of a general or field marshal who died trying to make certain the sun would never set on the British Empire. Or, we have heard about the removal of statues of Confederate soldiers, Christopher Columbus, or poets such as Sidney Lanier. The hue and cry goes up that we are trying to cancel our history. That is not quite accurate. Statues are not erected to teach history, but they do teach a culture's values.

This is an ancient tradition going back to ancient Egypt. During the reign of Queen Hatshepsut she authorized public art to promote the grandeur of her accomplishments. Think of it as political propaganda and even self aggrandizement. As soon as she was dead, her son, Thutmose III decreed all statues of her were to be destroyed. Similarly, when King Akhenaton died, the priestly class decreed all statues of this notorious atheist, were to be excised. His son, Tutankhaten was forced to change his name to Tutankhamen to honor and recognize all of the ancient religious traditions of the land. It was a matter of just a few letters, but it signified an important shift in values.

Again, we do not learn the history of people, nearly so much as what they value.

A parallel tradition are public murals. This tradition which came to prominence with the era of the Aztecs, was further expanded by the great Mexican Muralists of the past century - Diego Rivera and David Siqueiros. Both became a target and magnet for their depictions of the peasants striving for recognition and political equality. The murals survived because those in power agreed that the work depicted what their people valued.

More recently, in London people zealously protect the murals of Banksy, and in Paris, the Pac-Man like murals of an anonymous artist.

All of that brings us to our own current controversy. Mr. Faasen began work on public mural of something I believe all of us highly value - the Kalamazoo River, the dunes, and surrounding land.

We continue to work very hard at protecting the river and our natural resources. We see ourselves, not as owners, but stewards and trustees. We do invest our time, resources, and effort because we value it.

That is the set of values this mural, should it be completed, will remind all of us. Just as importantly, it makes a statement to our visitors, "This represents what is important to us. We value our natural resources."

I believe that is a message we want to convey to ourselves and our visitors.

Again, my hope is that the decision about the mural will be revisited and carefully considered.

Sincerely,



G Corwin Stoppel
579 Mason St
Saugatuck, MI 49453