



City Council Agenda Item Report

FROM: MEETING Jamie Wolters

DATE: January 26, 2026

SUBJECT: 2026 Municipal License Renewals

DESCRIPTION:

Each year, the Saugatuck City Council reviews and renews municipal license agreements. For 2026, the municipal license rate has been adjusted to reflect a 2.7% increase in the Consumer Price Index (CPI), as calculated by the U.S. Bureau of Labor Statistics.

Attached for your reference are the following:

- The 2026 municipal license rate schedule
- The standard municipal license agreement
- The 2025 Consumer Price Index for the Midwest Region

BUDGET ACTION REQUIRED: None.

LEGAL REVIEW: None.

SAMPLE MOTION: Motion to approve the 2026 municipal license agreement rates as presented and authorize the Mayor and City Clerk to sign such agreements for 2026 as presented.

Sort Order	LOCATION	LESSEE	Commercial/ Non Commercial	2025 Calculation	2026 RATE (+ CPI 2.7%)	Licensed Feet	2026 Total Charge	Monthly Holdover Charges	Balance Due	PROPERTY TYPE	TERM	Agreement Expires
1	W. ½ of S. Butler	Butler Place Property, LLC	C	\$2742.30 (33'x\$83.10)	\$85.34	33	\$2816.22	\$234.69	\$2816.22	66' Street-end	1 year	12/31/2026
2	E. ½ of S. Butler	Sergeant Marina Condominium Association	C	\$2742.30 (33'x\$83.10)	\$85.34	33	\$2816.22	\$234.69	\$2816.22	66' Street-end	1 year	12/31/2026
25	N. ½ Francis	Wilson	C	\$2742.30 (33'x\$83.10)	\$85.34	33	\$2816.22	\$234.69	\$2816.22	66' Street-end	1 year	12/31/2026
4	S. ½ Francis	Ship 'N Shore Motel Boatel, LLC	C	\$2742.30 (33'x\$83.10)	\$85.34	33	\$2816.22	\$234.69	\$2816.22	66' Street-end	1 year	12/31/2026
5	W. ½ Griffith	Sergeant Marina Condominium Association	C	\$2742.30 (33'x\$83.10)	\$85.34	33	\$2816.22	\$234.69	\$2816.22	66' Street-end	1 year	12/31/2026
6	N. ½ Hoffman	Water Street Marina	C	\$2742.30 (33'x\$83.10)	\$85.34	33	\$2816.22	\$234.69	\$2816.22	66' Street-end	1 year	12/31/2026
7	S. ½ Hoffman	Coral Gables	C	\$2742.30 (33'x\$83.10)	\$85.34	33	\$2816.22	\$234.69	\$2816.22	66' Street-end	1 year	12/31/2026
8	S. ½ Lucy	TODO, LLC	C	\$1246.50 (15'x\$83.10)	\$85.34	15	\$1280.10	\$106.68	\$1280.10	15' Street-end	1 year	12/31/2026
9	N. ½ Mason	Coral Gables	C	\$2742.30 (33'x\$83.10)	\$85.34	33	\$2816.22	\$234.69	\$2816.22	66' Street-end	1 year	12/31/2026
10	S. ½ Mason	Butler Place Property, LLC	C	\$2742.30 (33'x\$83.10)	\$85.34	33	\$2816.22	\$234.69	\$2816.22	66' Street-end	1 year	12/31/2026
11	N. 22' Spear	716 Water Street LLC	C	\$1828.20 (22'x\$83.10)	\$85.34	22	\$1877.48	\$156.46	\$1877.48	66' Street-end	1 year	12/31/2026
12	Interlaken	Feinstein	NC	\$1888.00 (50'x\$37.76)	\$38.76	50	\$1938.00	\$161.50	\$1938.00	50' Street-end	1 year	12/31/2026
13	N. ½ Perryman	Holiday Yacht Club Condo Assoc.	NC	\$944.00 (25'X\$37.76)	\$38.76	25	\$969.00	\$80.75	\$969.00	50' Street-end	1 year	12/31/2026
14	S. ½ Perryman	Riverwatch Condominium Association	NC	\$944.00 (25'X\$37.76)	\$38.76	25	\$969.00	\$80.75	\$969.00	50' Street-end	1 year	12/31/2026
15	N. ½ south of Museum	Solberg	NC	\$1,393.27	\$1,430.88		\$1,430.88	\$119.24	\$1430.88	City Parcel #0357-009-	5 year	12/31/2027
16	S. ½ south of Museum	Wern/Melrose	NC	\$1,393.27	\$1,430.88		\$1,430.88	\$119.24	\$1430.88	City Parcel #0357-009-	5 year	12/31/2027
17	Van Dalson	Truesdale	NC	\$1,393.27	\$1,430.88		\$1,430.88	\$119.24	\$1430.88	City Parcel #0357-009-	5 year	12/31/2027
18	Cook Park	Butler Place Property, LLC	C	\$15,709.58 - \$6,042.34 (credit for park maintenance) \$9,667.24	\$16133.74		\$16,133.74 - \$6,205.48 (credit for park maintenance) \$9,928.26	\$758.63	\$9928.26	City Parcel #0357-009-215-00	5 year	12/31/2027

2026 STREET END / STRUCTURE-DOCKAGE LICENSE

THIS LICENSE AGREEMENT ("License") is made on this _____, by and between the CITY OF SAUGATUCK, a municipal corporation, located in Allegan County, Michigan (the "City") and _____, whose address is _____ ("Licensee").

IN CONSIDERATION of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Description of the Licensed Premises: The City grants a license to Licensee as to the following described land ("Premises"):

[Location Description]

The Premises include the water frontage and fifteen (15) feet landward of the shoreline or bulkhead line, as well as the bottomlands attributable to the Premises.

2. Purpose of License: Licensee may use the Premises and waters of the Kalamazoo River and Kalamazoo Lake comprising the Premises for the purpose of boat docking, but for no other purpose (or purposes) unless specifically approved beforehand in writing by the City Council of the City. Licensee may utilize such specific boat slip(s)/mooring(s) as are agreed to by the City.
3. Term: The term of this License shall be for one (1) year and shall commence on January 1, 2026, and shall terminate on December 31, 2026. This License can be canceled pursuant to Sections 14 and/or 15 of this Lease.

4. License Charge: In consideration for this License, the Licensee shall pay to the City the sum of \$_____ for the one-year term, payable in full to the City in advance. Holdover charges shall be \$_____ per month (due on the first day of each month).
5. Control of Structures: The Licensee shall have the right, at the end of the term of this License, to remove the following structures and equipment presently located on the Premises and owned by the Licensee, or which may be constructed during the term of this License and located on the Premises and owned by the Licensee, or in or over the waters of the Kalamazoo River which abut the Premises: pilings, power pedestals, finger piers, dock boxes, and lighting fixtures. In the event the Licensee elects not to remove the aforesaid structures or equipment as permitted in the preceding sentence, then ownership of the same shall lie with the City, which may dispose of such structures or equipment as it, in its sole discretion, deems fit. Licensee shall not remove the aforesaid structures or equipment during the term of this License. Notwithstanding the foregoing, the parties agree that full ownership of any structure(s), including any docks, seawall, bulkhead, underground power supply and public utilities, and boardwalk located on the Premises, or which may be constructed during the term of its License and located on the Premises, or in or over the waters of the Kalamazoo River which abut the Premises may not be removed or interfered with by the Licensee or its agents, assigns, or sublicensees and that the same fixtures and equipment shall be and remain property of the City. Licensee acknowledges that the current dock and related improvements are owned by the City.

6. New Construction, Alterations or Major Repair: Licensee may not undertake any new construction, alterations, or major repair work (i.e. over \$2,500) of any kind or description on, within or to the Premises (or any structures thereon), or in the waters of the Kalamazoo River or Kalamazoo Lake within the Premises, without the prior written permission of the City. Licensee further agrees that it will, prior to commencement of any construction, alteration, or repair, obtain any necessary permits required under the City Waterfront Construction Ordinance, Zoning Ordinance, or other applicable ordinance, as well as any required Michigan Department of the Environment, Great Lakes and Energy or Army Corps of Engineer permits or approvals. If any construction, alterations or major repair work that will be done by Licensee shall in any way impact or affect any City property or utility or any seawall, retaining wall, boardwalk or similar structure or item, the Licensee shall not commence any such construction, alteration or major repair unless and until the Licensee consults with the City (and obtains City approval) and the parties negotiate about whether the City will contribute any monies for any such alteration or modification of or to any such City property, utility, seawall, retention wall, boardwalk or similar item or structure.
7. Liability Insurance: Licensee will obtain and maintain public liability insurance with limits of not less than \$ 1,000,000.00 for each person and \$ 1,000,000.00 for each occurrence of bodily injury and \$ 1,000,000.00 for each property damage occurrence arising out of the use of the Premises. The City of Saugatuck shall be added to that policy of insurance as a named insured, and Licensee shall file a certificate of insurance or other written proof of such insurance coverage (acceptable to the City) with the City Clerk not later than the

date of the signing of the License at its inception. Such insurance shall not be canceled or cancelable during the term of this License (or beyond the term of the License or after the termination of this License so long as any dock or boat, structure, or item belonging to Licensee is present on or at the Premises).

8. Indemnification and Hold Harmless Provision: Licensee shall indemnify, reimburse, and hold harmless the City (as well as any official, employee, officer, agent, or contractor of the City) for, from, and against any and all liabilities, damages, causes of action, attorney fees, and costs for injuries, death, or damages to any person or destruction of or damage to any property arising out of or related to Licensee's (including for purposes of this Section 8, Licensee's contractors, subcontractors, customers, guests, invitees, tenants, assignees or sublicensees) use or presence within, on or at the Premises, or structures of, within or at the Premises, including any use of a boat/watercraft or any dock or pier in the water abutting the Premises or the shore thereof. The provisions of this Section 8 shall survive any termination of this License.
9. City Inspections: The City may, but is not obligated to, inspect any boardwalk, dock, or other structure or item located on, within or at the Premises at the commencement of the License (or at any time); and if any such item is not in a safe and reasonable condition, in the City's sole discretion, the City shall notify the Licensee, and Licensee shall immediately repair the structure(s) or item(s) and put the structure(s) or item(s) in a safe and satisfactory condition as determined by the City in its sole discretion. Failure of Licensee to repair the dock(s), items(s) or other structure(s), and to put the same in a safe and reasonable condition within fifteen (15) days from the date of notice by the City of

its unsafe or unreasonable condition, shall be cause for the City to terminate this License, and to re-enter into possession of the Premises. Failure to repair or replace the structure(s) or items(s) shall also constitute a material breach of this License. Nothing in this Section 9 shall be construed as creating a duty or obligation, of any kind, on, by, or for the City.

10. Maintenance: Licensee shall, at all times, keep the Premises free of debris and in a neat, clean, safe, reasonable and orderly condition, and keep all structures and items located thereon in good and safe maintenance and repair. Licensee agrees not to move, alter or remove any deck, item or structure(s) now existing or hereafter built on, within or at the Premises without the prior written consent of the City.
11. No Assignment Without Prior City Approval: Licensee shall not assign or sublicense any portion of the Premises or this License to any other person or party for any purpose without the prior written consent of the City, which approval shall not be unreasonably withheld. Any attempt to so assign or sublicense the Premises to anyone other than Licensee shall automatically render this License null and void unless expressly approved by the City as provided for herein. This Section 11 shall not, however, prevent the renting out of a particular boat slip or dock space.
12. Fire Department and Emergency Use: Licensee understands and agrees that a public fire department, City department, police department, or emergency responders may, in the event of an emergency, use the Premises for access to the water or to temporarily place trucks or suction equipment in order to pump water from the Kalamazoo River or Kalamazoo Lake or for other emergency uses for firefighting, emergency or rescue

purposes. Further, the City may permanently install suction stand pipes to facilitate access to water in the event of an emergency. Licensee will cooperate fully and promptly with any fire department, City department, police agency, or emergency responders if and when an emergency arises requiring their use of the Premises.

13. Passage of the Public: Licensee may not interfere with the orderly passage of members of the public, along with their personal effects, on any boardwalk which parallels the water, in passage over the Premises to the Kalamazoo River or Kalamazoo Lake or in passage from or to the Premises from adjacent parcels of land; provided, however, that to the extent permitted by law, Licensee's docking privileges contained herein shall be exclusive for the benefit of Licensee during the term of this License.

14. Default: Each of the covenants and requirements of this License are deemed to be material to the satisfactory performance of this License, and a breach or failure of Licensee to perform in accordance with any of the covenants or requirements of this License shall give the City the right to declare a forfeiture of this License, to terminate this License, and to retake possession of the Premises. In case of Licensee's default, or failure to perform any of the covenants contained herein, the City shall give written notice of such default to Licensee, or the failure to perform any of the covenants and requirements contained herein, and Licensee shall then have 14 business days from the date the notice is received via certified US Mail, or personally served, to cure the default or comply with any of the covenants not being complied with. If Licensee fails to do so, the City shall have the right to re-enter and retake possession of the Premises and this License shall there upon be immediately terminated. Notice provided for in this section shall be

sufficient if mailed by certified US mail to Licensee's address as stated above, or notice is personally served upon Licensee or any of its officers.

15. Termination by the City. The City shall have the right to terminate this License at any time upon thirty (30) days' prior written notice to Licensee if Licensee (or any authorized sublicensee) substantially or materially breaches this License, violates any City ordinance or code or any federal or state law regarding the Premises or endangers the public health or safety with regard to the Premises.
16. Removal of any Boat or Personalty of Licensee. If this License is terminated for any reason (including pursuant to Sections 14 or 15 hereof), Licensee must remove any boat, personalty, or other item owned by Licensee (except for structures as provided in Section 5 hereof) from the Premises within ten (10) days. If that does not occur, the City may remove any such item and bill the costs for removal back to Licensee who will pay and reimburse the City for such amount within ten (10) days.
17. Licensee Takes the Premises "As-Is." The parties agree to and acknowledge all of the following:
 - (a) Licensee takes the Premises "as-is" and in its current condition. The City makes no representations, warranties, or promises regarding the Premises or the ability of Licensee to use the Premises.
 - (b) It is up to Licensee to determine where the underwater/riparian boundary lines are and to ensure that no boat mooring space, boat, or other item of Licensee is moored, kept, or installed beyond the bottomlands attributable to the Premises or over or onto the bottomlands of another property owner.

- (c) The City makes no representations, promises, or warranties regarding whether or not permanent or overnight dock mooring, anchoring, or boat slips are allowed on, within or at the Premises pursuant to the common or statutory law, Michigan property rights, or otherwise.

18. No Claims or Causes of Action Regarding Adverse Possession, Prescriptive Easement, or Similar Theories.

- (a) Licensee acknowledges and agrees that any prior use by Licensee (or Licensee's predecessors) of the Premises was done or occurred with permission, and that any future use of the Premises by Licensee will also be deemed permissive. Licensee agrees not to claim any right or assert any cause of action regarding adverse possession, prescriptive easement, acquiescence, or similar legal theory against the City or with regard to the Premises.
- (b) Licensee agrees that the use of any property adjoining the Premises (whether involving dry land or bottomlands of the Kalamazoo River or Kalamazoo Lake), whether intentional or inadvertent, by Licensee or by Licensee's predecessor or predecessors was done with permission, and Licensee has not claimed (and will not claim hereafter) any adverse possession, prescriptive easement, acquiescence, or other similar right or cause of action (whether on dry land or the bottomlands of the Kalamazoo River or Kalamazoo Lake) as to any adjoining property regarding the Premises.

19. The Adjoining Boardwalk(s) Shall Remain Open During this License. Any boardwalk, sidewalk, or similar walkway along the waterfront which is located outdoors and on

property owned, leased, or controlled by the Licensee near or adjacent to the Premises shall remain open for pedestrians who are members of the general public to walk on while this License is in effect.

20. Property Taxes. Property taxes, if any, which pertain to any of the docks (or related dock items or structures) covered by this License (including _____) shall be the sole responsibility of the Licensee, without any reimbursement or offset by or from the City. Any payment due hereunder may be paid by a City-approved sublicensee of the Licensee.
21. Amendments: This License contains all of the agreements and understandings of the parties hereto, and shall not be amended or changed in any way, unless any such amendment is done in writing and is signed by the both Licensee and the appropriate City officials on authority of the City Council of Saugatuck.
22. Prior License: Effective on January 1, 2026, any and all prior licenses, leases, or other arrangements between the parties hereto covering the Premises are hereby canceled and are for all purposes null and void, and of no further force or effect, except for matters specified in this document as continuing.
23. Representations of Authority: Licensee represents that it has full authority to enter into this License and to make it binding.
24. Compliance with All Laws: Licensee agrees that Licensee (as well as Licensee's family, contractors, subcontractors, employees, customers and invitees) shall comply with any and all applicable ordinances, codes, laws, and regulations regarding the Premises and any use thereof. Licensee shall not create or permit any nuisance to occur on the Premises.

25. Controlling Law: The laws of Michigan shall control any disputes arising out of the interpretation or operation of this Agreement. Venue is proper in Allegan County.
26. Duplicate: This document may be executed in duplicate but constitutes only one contract or agreement.

CITY OF SAUGATUCK ("City")

Dated: _____, 2026

By _____
Holly Anderson, Mayor

Dated: _____, 2026

And by _____
Jamie Wolters, Clerk

Dated: _____, 2026

_____, Licensee

Dated: _____, 2026

By _____
_____, Licensee

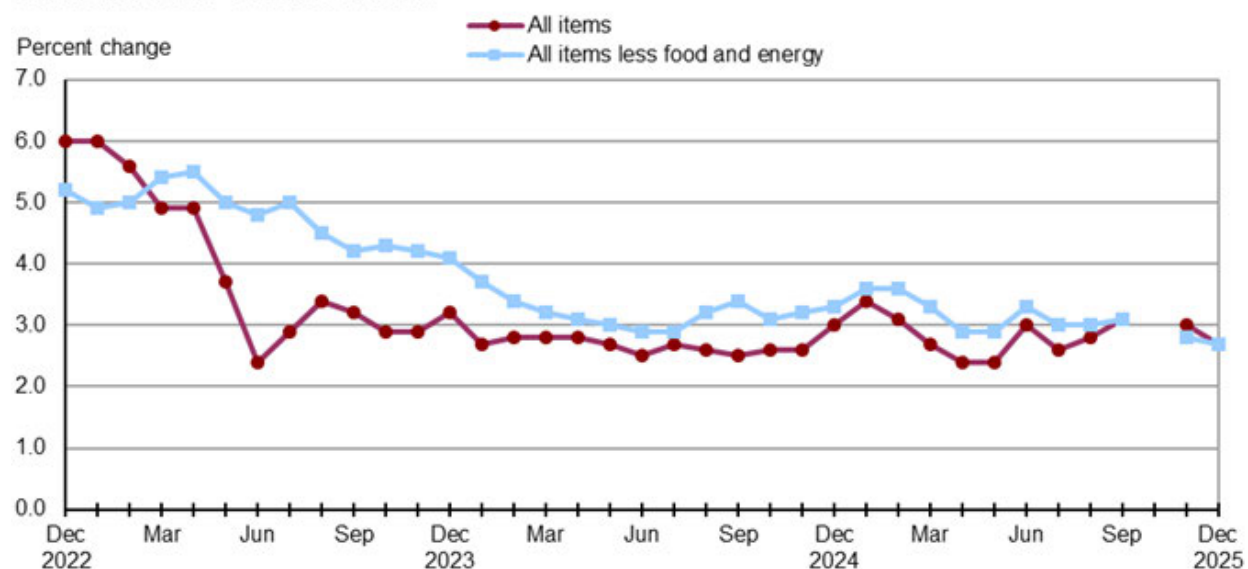
Consumer Price Index, Midwest region — December 2025

Regional prices were down 0.1 percent in December, up 2.7 percent over the year

The Consumer Price Index for All Urban Consumers (CPI-U) in the Midwest region decreased 0.1 percent in December, the U.S. Bureau of Labor Statistics (BLS) reported today. Energy prices fell 2.1 percent, led by declining gasoline prices. The index for all items less food and energy remained unchanged in December, while the index for food rose 0.2 percent. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect the impact of seasonal influences.)

The Midwest all items CPI-U advanced 2.7 percent for the 12 months ending in December. The index for all items less food and energy rose 2.7 percent over the year, and food prices increased 2.6 percent. Energy prices also advanced 2.7 percent.

Chart 1. Over-the-year percent change in CPI-U, Midwest region, December 2022–December 2025



Note: The October 2025 data values are not available due to the 2025 lapse in appropriations.
Source: U.S. Bureau of Labor Statistics.

[View Chart Data](#)

Food

Food prices increased 0.2 percent in December. The index for food away from home (restaurant, cafeteria, and vending purchases) increased 0.5 percent, while the index for food at home (grocery store purchases) was unchanged for the month of December. Within the index for food at home, the indexes for fruits and vegetables (+1.4 percent), and cereals

and bakery products (+0.7 percent) led increases. The indexes for meats, poultry, fish, and eggs (-0.9 percent) as well as dairy and related products (-1.2 percent) led declines.

Food prices advanced 2.6 percent over the year. The index for food away from home increased 4.0 percent, and the index for food at home rose 1.8 percent, with higher prices in 4 of the 6 major grocery store food groups. The index for meats, poultry, fish, and eggs led the rise, advancing 4.7 percent over the year.

Energy

The energy index fell 2.1 percent over the month, largely due to lower prices for gasoline (-7.0 percent). Prices paid for electricity (-0.8 percent) also declined over the month, while the index for natural gas service rose 7.1 percent, partially offsetting the decline.

From December 2024 to December 2025, the energy index increased 2.7 percent. The indexes for electricity and natural gas service both increased by 11.4 percent. The index for gasoline declined 6.7 percent over the 12-month period.

All items less food and energy

The index for all items less food and energy was unchanged in December. Prices were higher for recreation (+1.1 percent), medical care services (+0.5 percent), and owners' equivalent rent of residences (+0.2 percent). In contrast, prices were lower for education and communication (-1.0 percent), used cars and trucks (-1.5 percent), and lodging away from home.

The index for all items less food and energy rose 2.7 percent over the year. Components contributing to the increase included owners' equivalent rent of residences (+4.1 percent), recreation (+4.4 percent), and medical care services (+3.3 percent).