



City Council Agenda Item Report

FROM: Ryan Cummins, City Manager

MEETING DATE: September 22, 2025

SUBJECT: Agreement for Removal of Mt. Baldhead Bathroom Structure

DESCRIPTION:

The City has moved forward with plans to replace the bathroom facility at Mt. Baldhead. While the City initially intended to demolish the existing structure, Lake Shore Resort LLC/Andrew Milauckas offered to remove and repurpose the building. By moving the structure to Lake Shore Resort, it keeps the old building in the area. It also saves us the cost of demolition and disposal which is a win win.

The attached agreement outlines the terms of the removal between the City and Lake Shore Resort LLC which includes the grantee accepting the structure in "as-is" condition with no warranties provided by the City.

BUDGET ACTION:

None required.

LEGAL REVIEW:

Legal prepared the draft agreement.

SAMPLE MOTION:

Motion to approve the agreement for removal of the Mt. Baldhead bathroom structure.

AGREEMENT FOR REMOVAL OF STRUCTURE

This Agreement for Removal of Structure (“Agreement”) is made this 11th day of September, 2025, by and between the City of Saugatuck (“the City”) and Lake Shore Resort LLC/Andrew Milauckas (“Grantee”) (collectively, the “Parties”).

RECITALS

WHEREAS, the City plans to replace the existing Mt. Baldhead bathroom facility (the “Structure”) located at Mt. Baldhead Park in Saugatuck, Michigan (the “Premises”);

WHEREAS, the City originally planned to demolish the Structure, but Grantee has offered to remove the structure at no expense to the City, to be used for Grantee’s own purposes; and

WHEREAS, the Parties desire to enter into this Agreement to clarify the Parties’ liabilities and obligations in relation to the removal of the Structure from the Premises.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

AGREEMENT

1. Removal of Structure: Grantee shall remove the Structure from the Premises at no expense to the City. Upon removal, title to and ownership of the Structure shall pass to Grantee. Grantee shall remove and transport the Structure in a safe and workmanlike manner and in compliance with any applicable state, federal, or local rules and regulations. Grantee shall exercise due care to ensure that no unnecessary damage is caused to the Premises. Following removal of the Structure, Grantee shall restore the Premises to a reasonable condition (excepting the area in which the Structure was previously located) and ensure that the Premises is reasonably clear of debris. Grantee

agrees and acknowledges that its obligation to remove the Structure shall persist even if the Structure is destroyed or damaged during removal.

2. Disconnection of Utilities: All utility connections to the Structure (including water, sewer, and electrical connections) shall be safely, neatly, and professionally disconnected to enable their use for the replacement bathroom to be constructed by the City.
3. As-Is: Grantee accepts the Structure as-is, and acknowledges that the City makes no warranties, express or implied, as to the condition of the Structure or its suitability for a particular purpose. Grantee further accepts and acknowledges that the City shall not be liable for any latent or patent defect, any fault, or any dangerous condition inherent to the Structure.
4. Indemnification: Grantee agree to defend, indemnify, and hold harmless the City and its respective officials, agents, servants, and employees, from any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against the City by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the Grantee's performance under this Agreement, and regardless of which claim, demand, damage, loss, cost, or expense is caused in whole or in part by the negligence of the City, or by third parties, or by the officials, agents, servants, employees, or factors of any of them. This obligation shall survive termination of this Agreement.
5. No Waiver: No provision of the Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by the City of any governmental immunity or any

other defense that would be available under state or federal law.

6. Applicable Law: This Agreement shall be interpreted in accordance with the laws of the State of Michigan, and should any disputes, disagreements or legal actions result between the parties under this Agreement, then the law of Michigan shall apply.
7. Amendments: This Agreement may not be amended by the parties unless such amendment is in writing and signed by the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

CITY OF SAUGATUCK

By: _____

Dated: _____

Its: _____

By: _____

Dated: _____

Its: _____

LAKE SHORE RESORT LLC/
ANDREW MILAUCKAS

By: Andrew Milauckas

Dated: Sept 11, 2025

Its: Owner Manger

2025.09.10 Agreement for Removal of Mt Baldhead Bathrooms V2

Final Audit Report

2025-09-11

Created:	2025-09-11
By:	Jamie Wolters (jwolters@saugatuckcity.com)
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"2025.09.10 Agreement for Removal of Mt Baldhead Bathrooms V2" History

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