



City Council Agenda Item Report

FROM: Ryan Cummins, City Manager

MEETING DATE: February 9, 2026

SUBJECT: Allegan County 2026 Imagery Partnership Agreement

DESCRIPTION:

Allegan County is seeking continued participation from local units of government in its partnership with EagleView to acquire updated orthographic and oblique aerial imagery, with flights planned for 2026 and 2029. This program follows prior successful acquisitions completed in 2018 and 2023 and shifts to a predictable three-year funding cycle.

The City has participated in previous EagleView imagery partnerships and continues to benefit from access to the imagery and platform.

Use of the Imagery

EagleView imagery and the Connect Explorer platform have been a valuable and effective tool for staff. The imagery is routinely used for assessing, planning, zoning, code enforcement, public works, and public safety functions, improving efficiency and reducing the need for on-site inspections.

Staff recommends approval of the Allegan County Imagery Partnership Agreement.

BUDGET ACTION REQUIRED:

None at this time. The total cost is \$1,668, which can be paid in six annual installments of \$278 beginning in 2026 and ending in 2032.

LEGAL REVIEW:

The agreement has been sent to legal for review. Legal will be at your meeting if you have any questions.

SAMPLE MOTION:

Motion to approve the Allegan County 2026 Imagery Partnership Agreement .



Allegan County
3283 122nd Avenue
Allegan, Michigan 49010
Tel: (269) 673-0470

Ryan Cummings, City Manager
City of Saugatuck
PO Box 86
Saugatuck, Michigan 49453
Date: January 21, 2026

Greetings,

The County is once again considering contracting with EagleView to collect standard (ortho) and side-view (oblique) aerial imagery of the entire County. This project would be identical to the acquisition done in 2018 and 2023 taking note of the following:

- Rather than acquiring imagery every four or five years (as in the past) and waiting until 2027 or 2028, the County would like to switch to a standard three-year cycle that will capture changes occurring within the County on a timelier basis.
- Given EagleView allows imagery acquisition payments to be spread across three years, this approach will allow for more consistent annual budgeting for both the County and our local partners.
- To reduce costs and overhead, the County is interested in committing to two imagery acquisition flights, the first in 2026 and a second in 2029. With this approach, there will not be any substantial increase from the current annual payment amount for the 2023 imagery.

However, this proposed change in acquisition frequency is contingent upon support from the County's local units of government. Thus, once again, the County is looking to reaffirm partnerships with local units for this proposed 2026-2029 acquisition. This will ensure the County can continue to coordinate county-wide imagery acquisitions and share the imagery with local units of government for their use in assessing, planning and zoning, code inspection, public safety, utility management and facilitating discussions around land-based issues.

Allegan County Equalization has been championing the use of this imagery since the 2018 acquisition and most local assessors now use the imagery on a daily basis. For those that are not familiar with EagleView's online Connect Explorer product used to view the imagery, an overview and specific help videos are available through EagleView's website at <https://explorer.eagleview.com/login.php> by clicking on "Training Videos". If you would like a listing of your currently registered Connect Explorer users or wish to add additional users, please reach out to infoserv@allegancounty.org.

In terms of payments, the initial invoice would be issued in October of 2026 assuming a successful acquisition and delivery of the imagery and each year thereafter. Each local unit would have the option of paying in six equal installments to spread the cost over all six fiscal years, making two lump sum payments (one in 2026 and one in 2029), or declining to participate in the project. Alternate payment terms may be negotiated if necessary.

Enclosed with this letter is a copy of the "Allegan County 2026 Imagery Partnership Agreement" which establishes the terms and conditions for the partnership between the County and those local units wishing to participate. It is the same agreement that was used in 2013 with updated payment terms to cover the two cycles of imagery acquisition in 2026 and 2029. **Please review, sign, scan and return via email to infoserv@allegancounty.org as soon as possible to ensure the County can finalize its contract with EagleView to acquire imagery in the spring of 2026 and 2029.**

If you have any questions, please feel free to contact Information Services at (269) 673-0470 or by email at infoserv@allegancounty.org. Thank you for your partnership in past aerial imagery acquisitions (many going all the way back to 1999) and we look forward to partnering for another successful project!

Sincerely,
Allegan County

ALLEGAN COUNTY 2026 IMAGERY PARTNERSHIP AGREEMENT

This Agreement ("Agreement") is made by and between the **County of Allegan**, 3283 122nd Avenue, Allegan, Michigan 49010 ("County") and the **City of Saugatuck**, hereinafter referred to as a Participating Governmental Unit ("PGU") and sets forth the terms and conditions mutually agreed upon by the parties as follows:

1. Term of Agreement: The term of this Agreement begins upon signature by all parties and remains in effect while the PGU has access to, and/or digital copies of, the oblique or ortho imagery of Allegan County collected by EagleView in 2026 and 2029. This Agreement may be terminated in accordance with Section 6.

2. Payment: To participate, the PGU agrees to pay the County a total of **\$1668.00** to contribute funding for EagleView's imagery acquisition and license cost. A payment for one-sixth of the total amount, for **\$278.00**

shall be invoiced to the PGU in March of every year starting in 2026 and ending in 2032. The invoiced amount is to be paid within 30 days of receipt.

3. EagleView Connect Explorer Product: The County shall grant access to view the imagery through the web-based EagleView Connect Explorer solution (and any successors) to approved individual users performing services on behalf the PGU. Each individual wishing to access the EagleView imagery shall be required to fill out an access request form and agree to the terms and conditions of an EagleView Online Access License Agreement. Upon approval by the County, the requestor shall be granted a unique login and password allowing them to access the web-based EagleView Connect Explorer solution (and any successors). The County may suspend access for users affiliated with PGU if PGU fails to make timely payments until such payments are received.

5. Ortho Imagery Product. PGUs using GIS software may request copies of the 2026 and 2029 orthoimagery collected by EagleView through Allegan County Information Services. In receiving 2026 and 2029 orthoimagery from the County, PGU shall be granted a perpetual license to use the imagery for any purpose related to official business of the PGU. The PGU agrees that the County is the owner and copyright holder of the 2026 and 2029 ortho imagery. Imagery shall be provided to the PGU "as-is" with no warranties as to the fitness of the imagery for use in any application. The County shall not be liable for any errors in the imagery provided to the PGU.

The PGU is free to distribute the 2026 and 2029 orthoimagery collected by EagleView to its officials, staff and contracted service providers to help carry out official business of the PGU. In addition, officials, staff and other authorized users may distribute and/or copy printed materials showing portions of the aerial imagery and may charge fees for these products. This includes not only maps, reports and other hardcopy documents, but also electronic files such as screen captures and PDF files.

The PGU is prohibited from distributing or selling the imagery in its entirety to third-parties for other than official business of the PGU. Requests for such digital imagery should be directed to Allegan County Information Services and will be managed according the County's enhanced access to digital records policy and fee schedule in effect at the time of the request. The obligations of the PGU under this Section will survive any termination of this Agreement.

6. Termination of Agreement. Once signed, this Agreement is binding on the PGU to contribute the specified funding amount shown in Section 2 – Payment, when invoiced by the County. The County reserves the right to terminate this Agreement at any time for any or no reason. In such case, the County shall make best efforts to enable continued viewing of the oblique imagery through the web-based EagleView Connect Explorer solution (and any successors) by the PGU.

7. Indemnification. To the fullest extent permitted by law, the PGU shall protect, defend and indemnify the County and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including the PGU's own employees, or from loss or damage to any property, including property owned or in the care, custody or control of the County, in connection with or in any way incident to or arising out of the occupancy, use, operations or performance or non-performance of



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services by the County or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of the PGU under this Section will survive any termination of this Agreement or completion of the County's performance under this Agreement.

8. Choice of Law and Forum. This Agreement shall be governed by and interpreted according to the laws of the State of Michigan. The parties agree that the proper forum and venue for litigation arising out of this Agreement is in Allegan County, Michigan.

10. Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties, and no other negotiations, representations, understandings or agreements, written, oral, or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind the parties in any way.

The Parties hereby cause this Agreement to be executed by their duly authorized representatives.

City of Saugatuck

Sign: _____

Name: _____

Title: _____

Date: _____

COUNTY OF ALLEGAN:

Sign: _____

Name: ROBERT J. SARRO

Title: ADMINISTRATOR

Date: _____