City Council Agenda Item Report

FROM: Ryan Cummins, City Manager

MEETING DATE: July 14, 2025

SUBJECT: Temporary Sign Installation Agreement between City, Township, and Road Commission

DESCRIPTION:

In May, City Council directed me to temporarily re-locate the Saugatuck sign along the river to Holland/Blue Star until new signage is designed and approved.

Since that time, I have been working with Saugatuck Township (Township) and the Allegan County Road Commission (ACRC) to finalize an agreement to temporarily re-locate the sign to the right of way that is under their jurisdiction.

Key terms of the agreement include:

- The Township and ACRC permit the City to install a temporary sign at Holland/Blue Star. The sign is explicitly temporary, not permanent. The temporary sign may remain for no more than three years from installation.
- The City and Township commit to collaborate on a permanent sign design that features both municipalities. If no collaborate sign is installed, the Township may pursue a project independently.
- The City must remove the temporary sign (at its own cost) once the permanent one is installed.
- The City will cover all installation, maintenance, utilities, lighting, and removal costs. The City must keep the sign in good repair and promptly address any safety or maintenance issues.

The Township has agreed to continue to maintain the grass in the area, but if we add additional landscaping, it will be up to the City to maintain. Public Works advised we may need to install some additional lighting.

A copy of the agreement is attached.

LEGAL REVIEW:
Legal has reviewed the agreement and will be at your meeting for any questions.

SAMPLE MOTIONS:
Motion to approve the Temporary Sign Installation Agreement between the City of Saugatuck, Saugatuck Township, and Allegan County Road Commission.

TEMPORARY SIGN INSTALLATION AGREEMENT

THIS TEMPORARY SIGN INSTALLATION AGREEMENT ("Agreement") is made _____, 2025 ("Effective Date"), between the City of Saugatuck, a Michigan home rule city, 102 Butler Street, Saugatuck, Michigan 49453 ("City"), the Township of Saugatuck, a Michigan general law township, 3461 Blue Star Highway, Saugatuck Michigan 49453 ("Township"), and the Allegan County Road Commission ("ACRC"), 1308 Lincoln Road, Allegan, MI 49010.

RECITALS

WHEREAS, the City previously maintained a sign located in the road right-of-way at the corner of Blue Star Highway and Holland Street within the Township ("Sign Location"), which was damaged beyond repair and removed approximately one year ago;

WHEREAS, the City now desires to install a new temporary sign at the Sign Location with the intent to collaborate with the Township in the future on a permanent sign design that will highlight both municipalities and the historic downtown and Blue Star Corridor; and

WHEREAS, the Township and ACRC are willing to permit the temporary sign installation subject to the terms and conditions set forth herein;

NOW THEREFORE, in exchange for the consideration for the promises and of the mutual undertakings in this Lease, the parties agree as follows:

1. Temporary Sign Installation Permission. The Township and the ACRC hereby grant the City permission to install a temporary sign at the Sign Location, subject to all terms and conditions of this Agreement. The parties acknowledge and agree that this sign is expressly temporary in nature and is not intended as a permanent installation.

2. Future Collaboration Commitment. The City acknowledges and agrees that the parties intend to work together as soon as reasonably possible to design and install a new permanent sign that features both the Township and the City and highlights the historic downtown and Blue Star Corridor, with costs to be shared between the City and the Township as mutually agreed at that time. The City agrees that the temporary sign installed pursuant to this Agreement will be removed at the City's sole expense upon the installation of such collaborative permanent sign. Upon expiration of this Agreement pursuant to Section 5, if no collaborative permanent sign has been installed, the Township may pursue any sign project or general landscape improvement project at the Sign Location independently, and the City agrees to remove the temporary sign at the City's sole expense within thirty (30) days of written notice from the Township.

3. City's Financial Responsibilities. The City shall be solely responsible for all costs associated with the temporary sign, including but not limited to:

   a. Design, fabrication, and procurement costs;

b. Installation costs and related permits;

c. Ongoing maintenance and repairs, including cleaning, painting, and replacement of any rotten or damaged wood components to ensure the temporary sign remains in good condition;

d. Utility connections and ongoing utility bills (water, electric, or other services);

e. Installation and ongoing costs for adequate lighting or external illumination of the temporary sign throughout the duration of this Agreement; and

f. Removal costs when required under this Agreement.

4. Additional Improvements. Any additional improvements to the Sign Location, including but not limited to additional lighting, landscaping, hardscaping, or other enhancements, shall require:

a. Prior written approval from the Township; and

b. All necessary permits as required by applicable law and Township ordinances.

The City acknowledges that Township approval under this section may be withheld in the Township's sole discretion.

5. Duration of Temporary Sign. The temporary sign shall remain in place for no more than three (3) years from the date of installation.

6. Maintenance and Safety. The City shall maintain the temporary sign in good condition and repair at all times. The City shall promptly address any safety concerns or maintenance issues identified by the Township or the ACRC or brought to the City's attention.

7. Term. This Agreement shall remain in effect until the earlier of: (a) removal of the temporary sign upon installation of the collaborative permanent sign referenced in Section 2; or (b) the expiration of the duration set forth in Section 5.

8. Indemnification. The City shall hold the Township and ACRC harmless from, indemnify it for, and defend it against any and all demands, claims, liabilities, obligations, damages, awards, judgments, or other losses or expenses the Township may receive or incur as a result of the installation, maintenance, or presence of the temporary sign authorized by this Agreement. The City shall maintain general liability insurance with coverage of at least $1,000,000 per occurrence.

9. Restoration Upon Removal. Upon removal of the temporary sign for any reason, the City shall restore the Sign Location to its condition prior to sign installation, including but not limited to removal of all foundations, utilities, and other improvements, and restoration of landscaping and ground surfaces. The Township may waive any restoration requirements that it deems unnecessary in light of the work necessary to install a new permanent sign at the Sign Location.

10. Assignment. Neither party shall have the right to assign its rights, duties, obligations or interests under this Agreement without the prior written consent of the other party, which written

consent will not be unreasonably refused and which will be given or denied with reasons given for the denial within 30 days of a written request therefore.

11. Entire Agreement. This writing constitutes the entire Agreement between the parties to it. No oral or written, prior or contemporaneous agreement shall have any force or effect, nor shall any subsequent agreements have any force or effect unless made in writing and signed by both parties.

12. Governing Law and Venue. This Agreement was made in and shall be interpreted, construed, enforced and performed pursuant to the laws of the State of Michigan. The jurisdiction and venue for any action to enforce this Agreement shall be in Allegan County, Michigan, in accordance with the laws and rules governing the jurisdictional amounts and equity jurisdiction.

13. No Third Party Beneficiaries. No third party, except permitted representatives, successors, and assigns of parties shall be a beneficiary of any provision of this Agreement.

14. No Waiver of Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental immunity by the City, the Township, or the ACRC.

15. Severability. Any provision or portion of any provision of this Agreement which is found to be illegal or void shall be treated as if it had never been a part hereof and shall have no effect whatsoever on the entire Agreement or provisions hereof.

16. Binding Upon Successors. The covenants, representations, understandings, promises and agreements in this Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted representatives, successors and assigns.

17. Authorization. The undersigned representatives of each party warrant and represent that they are properly authorized to enter into this Agreement.

The parties have executed this Agreement as of the date first above written.

CITY OF SAUGATUCK

By: _____

By: _____

TOWNSHIP OF SAUGATUCK

By: _____

By: _____

ALLEGAN COUNTY ROAD COMMISSION

By: _____

By: _____