

TO:

The City of the Village of Douglas City Council

FROM:

Lisa Nocerini, City Manager

SUBJECT:

Saugatuck Township: Cemetery Services Agreement

The City of Douglas and Saugatuck Township have in the past entered into a Cemetery Services Agreement in which the two communities share the cost of lawn care maintenance of the Township's two cemeteries known as Riverside Cemetery and Dougals Cemetery. Public Act 35 of 1951 allows intergovernmental contracts between municipal corporations to furnish any lawful service to property outside the corporate limits and to prescribe conditions for the performance of those contracts. The Township also enters into a separate agreement with the City of Saugatuck for the same services.

The Township's current lawn care agreement with GMS expires on April 1, and they have formally solicited bids per their purchasing policy, and received two proposals in response from GMS and Heavener Property Services. Heavener was the low bidder, and the Township would like to enter into a three-year agreement with Heavener to provide lawn care services for the two cemeteries.

In determining the proportionality of the costs, the participating municipalities shall be the City of Saugatuck (15.21%); Saugatuck Township (60.55%); and the City of Douglas (24.23%) and the amount is proportional to each local unit's population.

The annual lawn care expenses are projected as follows:

FY2023-2024: \$34,651.68; FY2024-2025: \$37,313.77; FY2025-2026: \$40,074.98

The following information reflects the proposed payment schedule for the City of Douglas based on current population proportions:

FY2023-2024: \$8397.82; FY2024-2025: \$9,042.98; FY2025-2026: \$9,712.16

Funds for this expenditure are budgeted under the General Fund, Parks and Recreation, Saugatuck Township Cemetery Maintenance Fund 101-751-809.

Motion to approve entering into three-year agreement with Saugatuck Township for Cemetery Services and authorize the Mayor and City Clerk to sign on behalf of the City. - roll call vote

CEMETERY SERVICES AGREMENT

| THIS CEM | ETERY SERVI | CES AGREN | /IENT ("Agi | eement"), | is made th | his da | ay of | 2024, k | etween |
|--------------|----------------|---------------|--------------|------------|--------------|-----------|-------------|-----------|-------------|
| Saugatuck | Township, a M | ichigan gene | eral law tow | nship, the | business | address o | of which is | 3461 E | Blue Star |
| Hwy, Saug | atuck Michigan | 49453 ("Tov | vnship") an | d the City | of the Villa | age of Do | uglas, a N | /lichigar | n home rule |
| city, the bu | siness address | of which is 8 | 36 W. Cent | er Street, | Box 757, E | Douglas M | lichigan 4 | 9406 (" | City"). |

RECITALS

- A. Act 35 of the Public Acts of 1951 authorizes a municipal corporation to join with another to operate, perform or provide a service which each has the power to provide separately.
- B. The Township and the City are authorized to acquire, operate and perpetually maintain cemeteries.
- C. The City does not have a cemetery. The Township is the owner of two cemeteries within the Township, known as Riverside Cemetery and Douglas Cemetery (collectively, the "Cemeteries"). For a number of years the City and Township have shared the costs of operating the Cemeteries, in exchange for which City residents are treated identically to Township residents for purposes of acquiring burial grounds and operations.
- D. The Township and City desire to contract to share in the costs of lawn care maintenance of the Cemeteries; in exchange for which City residents will be treated identically to Township residents for purposes of acquiring burial grounds and operations.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the sufficiency of which is acknowledged, the parties agree as follows:

- 1. <u>Provision of Cemetery Services</u>. During the term of this Agreement the Township will provide the following cemetery services to residents of the City on terms identical to those afforded to residents of the Township: operation and improvement of the Cemeteries; the provision of care for graves in the Cemeteries; and, permitting the purchase and maintenance of burial sites and rights, at Township taxpayer/resident rates.
- 2. <u>Other Terms of Services</u>. The Cemeteries shall be available for use by City and Township residents subject to such rules, regulations and charges pertaining to the use of the Cemeteries established by the Township Board and consistent with the terms of this Agreement, and the availability of the Cemeteries shall be the same for each entity and their constituents. Without limitation, City residents will pay the same rates for grave burial rights as Township taxpayer/residents.
- 3. <u>Administration and Operation</u>. Except as expressly provided in this Agreement, the Township shall be responsible for administering, operating and maintaining all aspects of the Cemeteries including, without limitation, an obligation to maintain all requisite insurance coverages, provide training for all associated

personnel, record keeping, selling of burial rights, grounds maintenance, and grave marking for burials cremains. The City shall be provided with monthly reports for burials made by the Township during the term on this Agreement. The Township and its personnel providing services under the terms of this Agreement are independent contractors and shall not be regarded as employees of the City for purposes.

- 4. <u>No Assumption of Liability</u>. It is expressly understood and agreed that the City shall not incur any liability in having the Township provide cemetery services under the terms of this Agreement or in any manner incident thereto. It is further the express intent of the parties that in providing these cemetery services the parties are engaged in an essential governmental function.
- 5. <u>Compensation</u>. The City shall annually pay to the Township, for the cemetery services provided for in this Agreement, an amount proportional to each participating municipality's total population as determined by the last federal decennial census or by the most recent federal census hereafter taken subject to the following.
 - (a) The City's financial responsibility is limited to the direct lawn care maintenance for the Cemeteries as provided for in the relevant contract and not indirect costs associated with that maintenance (e.g., Township administrative costs in contracting for services, overseeing the Cemeteries, etc.
 - (b) In determining the proportionality of costs as provided for herein, the participating municipalities shall be the City of Saugatuck, Saugatuck Township and the City of the Village of Douglas.
 - (c) The City of the Village of Douglas agrees to the following payment schedule:

2023-2024- not to exceed \$8397.82 2024 -2025- not to exceed \$9,042.98 2025 -2026-not to exceed \$9,712.16

- (d) The City's financial responsibility shall be limited as provided for herein to the amount of the actual lawn care contract awarded by the Township, which contract shall be bid not less frequently than once each three years.
- (e) The City has the right to review and approve any lawn care contract for the Cemeteries as provided for herein prior to an award of the same by the Township.
- 6. <u>Release and Waiver.</u> The Township, on behalf of itself, its agents, assigns, employees and officers, waives the right to assert any and all rights, claims, damages or causes of action against the City, its employees, officers, agents, successors and assigns (collectively and individually, the "City Parties") and fully release and discharge the City Parties from any and all rights, claims, damages or causes of action or nature Whatsoever, against the City Parties arising out of or connected in any manner with burials or similar services provided by the Township for or on behalf of City residents (whether pursuant to contract or otherwise) prior to the date of this Agreement or involving actions or omissions by the Township, its officers, employees or agents in providing cemetery services or otherwise operating the Cemeteries during the term of this Agreement.
- 7. Term. The term of the Agreement shall be for three years (July 1, 2024 to June 30, 2026).
- 8. <u>Sale Agreement</u>. This Agreement is the only agreement or contract between the parties with respect to the matters referred to herein and no other agreements or understandings of any kind of nature shall be binding on the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed pursuant to the authority granted by their respective governing bodies, on the day and year first above written.

| TOWNSHIP OF SAUGATUCK |
|--------------------------------|
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| |
| Ву |
| Abby Bigford, Supervisor |
| |
| |
| Ву |
| Rebecca Israels, Clerk |
| |
| |
| CITY OF THE VILLAGE OF DOUGLAS |
| |
| |
| BY |
| Cathy North, Mayor |
| Cattly North, Mayor |
| |
| |
| Ву |
| Laura Kasper, Clerk |



Cemetery Landscape Services

Issued: January 12, 2024

Questions due: January 30, 2024

Responses to questions by: February 2, 2024

Proposal due by: February 6, 2023

Approximate selection date: February 15, 2024



REQUEST FOR PROPOSALS

CEMETERY MAINTENANCE

Saugatuck Township, Allegan County, is accepting proposals from qualified contractors to provide landscaping maintenance services for Saugatuck Township's two cemeteries; (1) Riverside Cemetery consisting of ± 14 acres and (2) Douglas Cemetery, including the North Annex, consisting of ± 9 acres.

Required landscape services include keeping both cemeteries clean, groomed, accessible, and in a presentable condition, satisfactory to the Township. In addition, the contractor would be responsible for maintaining and servicing the cemeteries' irrigation systems. Please specify in your proposal whether any irrigation maintenance and operation must be contracted to a third party. The contractor shall have and use all necessary tools and equipment to satisfactorily perform all the duties of the Cemetery Maintenance Contract. The Township shall not be responsible for repairs, maintenance, fuel, lubricants, or other supplies used for and in the contractor's tools and/or equipment.

CONTRACTOR SEASONAL OBLIGATION

SPRING

Remove all large tree limbs, branches, and leaves by the first Friday of May.

Coordinate a time with Township to turn on irrigation system and administer any necessary servicing. If identified, contractor to advise the Township on any necessary maintenance to the irrigation system.

Keep cemeteries mowed and cleared of large tree limbs, branches, twigs and brush. Grass, brush and weeds must be trimmed to the ground around curbs and monuments so that grounds are in best possible condition in the days prior to Memorial Day.

SPRING AND SUMMER

Remove all dead flowers, funeral displays or floral arrangements as needed, and dispose at onsite receptacle.

Keep grounds clear of scrap paper, plastic or disposable pots and flats or other debris and place in the same dumpster.

Trim all shrubbery at least twice each year. Keep grounds cleared of large limbs, branches, twigs and brush, being especially vigilant after windstorms. Contractor is responsible for removal of



limbs, branches, twigs and brush. The Township will be responsible for pro-actively trimming limbs and removal of fallen trees.

Keep cemeteries mowed and keep grass, weeds, and brush trimmed to the ground around curbs and monuments. Extend mowing to the pine trees at the east side of Douglas Cemetery and mow the roadside and ditch east of Douglas Cemetery to the nearest neighbor on the east.

FALL

Maintain cemeteries in the same manner as during the spring and summer, by trimming, mowing, and brush and debris pickup.

In October, remove dead annual flowers and place in the dumpster. Do not remove perennial plants unless at direction or concurrence of the Township.

Remove pots and containers as directed by the Township.

Remove large limbs, branches, twigs and brush and transport off-site.

Rake leaves and remove as thoroughly as possible before snowfall.

Prior to first frost, coordinate a time with the Township to turn off and winterize irrigation system.

WINTER

Weather permitting keep cemetery grounds cleared of brush and limbs and trash.

INDEMINIFICATION

Before commencement of work the contractor will have delivered to the Township a certificate of general liability insurance in the amount of \$1,000,000 each occurrence and \$2,000,000 general aggregate including \$10,000 fire damage, \$5,000 medical expenses and \$1,000,000 personal injury coverage, which names the Township as an additional insured.

The contractor, before commencement of work, will have delivered to the Township a certificate of worker's compensation conforming to statutory limits and naming the Township of Saugatuck as an additional insured.

GENERAL

The contractor must remove all leaves from the cemetery premises as they are collected. The Township will not provide areas for leaf storage. All new burials shall be roped off with property stakes and reseeded with black dirt until pre-burial conditions are restored. Black dirt will be provided by the Township.

The Contractor will be responsible for servicing and monitoring the Township's irrigation systems. The contractor will provide guidance for preparing, running, winterizing, and general monitoring of the irrigation systems throughout the year including making adjustments for



optimal operation. Please specify in your proposal whether any irrigation maintenance and operation must be contracted to a third party.

The proposed agreement for landscape maintenance services will be in effect from April 1st 2024 through March 31st 2027 and annual service fee will be made payable in 12 equal installments on the 15th day of each month of the contract year.

INFORMATION TO BE INCLUDED IN THE REQUEST FOR PROPOSALS

In order to be considered, your submittal must include the following information:

- 1. Cover Letter. The cover letter shall be signed by a member of the landscaping maintenance firm empowered to commit the firm to a contractual arrangement with the Township. The cover letter shall also identify the person who will be responsible for regular communications with the Township.
- 2. Contractor Background. Provide information on the firm's background, including:
 - a. Organization, size and office location(s).
 - b. All necessary equipment to be used to complete all contractual obligations.
 - c. A description of the range of services provided by the firm. Specify any areas of expertise the firm has, or members of the firm that have special qualifications to handle landscaping maintenance obligations.
- 3. Experience and References. Provide descriptions of prior experience with similar landscaping maintenance duties undertaken within the last five (5) years. Include all experience with any and or all public entities and municipalities. Include the name, title and telephone number of a representative the Township may contact to discuss your experience.
- 4. Fee Schedule: Provide annual fee inclusive of all requested services for each of the three years of the service agreement, specifying any rate increases. Note that the Township will consider service rate increases on an annual basis exclusively.

SELECTION CRITERIA

Proposals will be reviewed based on the following criteria:

- Contractor's ability to provide the required services
- Qualifications of Personnel
- Community Reference and past experience with similar landscaping services

Questions due: January 30, 2024



Responses to questions by: February 2, 2024

Proposal due by: February 6, 2024

Approximate consultant selection date: February 15, 2024

It is the intent to eventually contract with the firm whose proposal is deemed most advantageous in experience, reliability, qualifications, price and other factors considered.

All qualifications must remain valid for at least ninety (90) days from the date of submission.

PROPOSALS RESPONSE DATE

Proposals labeled "Cemetery Landscape Services Proposal" will be received until February 6, 2024 at 12:00pm. All submissions may be submitted digitally in PDF format. Please email to: ddefranco@saugatucktownshipmi.gov

REJECTION OF PROPOSALS

The Township reserves the right to reject any and all proposals received as a result of this RFP, and to negotiate separately in any manner necessary to serve the best interest of the Township. The Township is not required to accept the lowest bid.

INCURRING COSTS

The Township is not liable for any costs incurred by the contractor prior to issuance of a contract.

INQUIRIES

If you have any questions regarding this RFP, please direct them to Daniel DeFranco, Saugatuck Township Manager, ddefranco@saugatucktownshipmi.gov



3461 Blue Star Hwy P.O. Box 100 Saugatuck, MI 49453

Phone (269) 857-7721 www.SaugatuckTownship.org

CEMETERY STANDARDS, RULES AND REGULATIONS & FEE SCHEDULE

Section 1. PURPOSE

In accordance with Chapter 12 Saugatuck Township Code of Ordinances the Cemetery Standards, Rules and Regulations as amended and adopted by the Saugatuck Township Board are to govern the management, maintenance, operation and use of all municipal cemeteries of the township and to carry out the purposes of the Cemetery Ordinance.

Section 2. CARE OF LOTS

- (a) No trees, shrubs or flowers shall be planted on any burial space or in any part of the cemetery grounds except by and with the permission of cemetery personnel.
- (b) No artificial flowers may be placed on any lot in any part of the cemeteries. Fresh flowers, wreaths and emblems are permitted to be laid on a lot for a short period only immediately following a burial, and immediately before, during and after Memorial Day observances, and, will be disposed of when determined necessary by cemetery personnel. Wreaths and winter holiday associated trees may be placed on the gravesite during the winter holiday season and shall be removed during the first week of January.
 - (1) Glass containers are not permitted for use.
 - (2) Flowerpots, upright vases and urns are prohibited in all areas of the cemeteries. Stone or concrete urns that were existent prior to May 1st 1995 are permitted to remain only as long as they continue to be in reasonable condition as determined by cemetery personnel. Damaged or deteriorated urns will be removed, without notice, by cemetery personnel and may not be replaced.
 - (3) Flower and plant containers that are movable are allowed on individual or group lots in the cemeteries provided the height of such containers does not exceed 15 inches. The illustrated type of basket (see below) is recommended because it is visually attractive and is so constructed that it can be moved and will not readily fall over. All such containers shall be



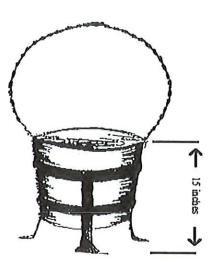
9461 Blue Star Hwy P.O. Box 100 Saugatuck, MI 49453

Phone (269) 857-7721 www.SaugatuckTownship.org

green in color. The location of such containers will be subject to determination by cemetery personnel, and for purposes of reasonable grounds maintenance procedures, all such containers should be removed in the fall (for the winter months). Cemetery personnel, without notice, will remove containers not removed after October 1st annually, as time and weather conditions dictate.

Section 3. MONUMENT FOUNDATIONS

All cemetery monuments and markers shall be on a foundation of a depth and size and of a material deemed adequate by cemetery personnel. All foundations shall be installed by cemetery personnel only.



Markers and monuments will not be permitted to be delivered to cemetery grounds until a proper order for a foundation installation has been issued to cemetery personnel. All orders must be made through the Saugatuck Township Office.

Section 4. CREMATION INTERMENTS

Cremation interments are permitted in all useable burial spaces in the Cemeteries. Interments involving multiple cremations are permitted but must be authorized by the Cemetery Sexton.

Section 5. OPENING AND CLOSING OF BURIAL SPACE

All burial space shall be open and closed by cemetery personnel only. Funeral Service agents are not permitted to open or close burial space in the cemeteries except with the permission of cemetery personnel.

* Burial in any cemetery burial space is restricted to the certificate holder for such lot or space and the certificate holder's spouse, child or stepchild, parent or stepparent, or grandchild or step grandchild. In the event of unforeseen circumstances or questions of identity, the township sexton shall reach a determination for the right of usage taking into consideration any and all available evidence either written or oral. The determination of the township sexton is considered to be final unless appealed to the township board within 30 calendar days. Upon appeal the township board decision is conclusive and binding on all parties.



Cemetery Fees

3461 Blue Star Hwy P.O. Box 100 Saugatuck, MI 49453

Phone (269) 857-7721 www.SaugatuckTownship.org

Schedule IV

| *Foundation \$.25 per sq. in. | | | |
|---------------------------------------------------------------------------------------------|--|--|--|
| A. Standard Burial *Weekday Non-Holiday | | | |
| B. Cremation Burial *Weekday Non-Holiday \$150 * Saturday \$175 * Sunday / Holiday \$200 | | | |
| Standard Burial Plot Fees | | | |
| A. Resident or Taxpayer a. Standard Plot 1-2 spaces | | | |
| Cremation Burial Plot Fees | | | |
| A. Resident or Taxpayer a. Cremation Plot 1-2 spaces | | | |
| a. Cremation Plot\$1500/space | | | |

The fees and charges for burial rights are for the use of cemetery grounds and lots and the purpose of recovering the costs for acquisition, construction, reconstruction, maintenance and operation, and shall be established, adopted and amended from time to time by the Township Board. Such fees and charges may be established for but are not limited to the sale of lots and perpetual care of such lots, burials, removals, foundations, certificate issuance, certificate transfer, and operational and maintenance services as may be determined.

CONTRACTOR SERVICES AGREEMENT

| This Contractor Services Agreement is made as of | , 202, between the Saugatuck Towns | shir |
|-----------------------------------------------------|------------------------------------|------|
| (the "Township"), and Heavener Property Services, 1 | LLC (Contractor"). | |

RECITALS

- 1. The Township has determined to have certain seasonal work completed as described in the Request for Proposals attached as Exhibit A (the "Work").
- 2. The Township wishes to retain the services of the Contractor to perform the Work in accordance with the terms and conditions of this Agreement,

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

- a. Terms. Contractor will perform the Work as follows:
 - i. Contractor's performance of the Work shall be in compliance with the work description set forth in the Request for Qualifications attached as Exhibit A.
 - ii. Contractor shall report directly to the Township Manager who shall serve as the Township's designated representative and Work Manager for the Work.
 - iii. Notwithstanding anything to the contrary in the Request for Proposals, the Contractor shall not be responsible for maintaining or operating the Township's irrigation systems. That work will be addressed under a separate contract with another entity.
- b. Term. The Contract shall be for a term of 3 years commencing on April 1, 2024.
- c. <u>Compensation</u>. The Township shall pay Contractor at \$3,053 per month for the first year of the term, with an increase reflecting the inflation rate plus 2% in year two, and an additional increase reflecting inflation rate plus 2% for year three. Each increase shall be based on the Consumer Price Index (CPI). The increase shall be calculated by comparing the CPI in February of the second year of the contract to the CPI of February of the base year, and applying any percentage increase, plus an additional two percent, to the original contract price.
- d. <u>Warranties and Compliance</u>. The standard of care for services performed or furnished by Contractor and its employees and agents will be the same care and skill ordinarily used by workers practicing under similar circumstances at the same time and in the same locality. Contractor's performance of the Agreement shall comply with all applicable laws, rules, and regulations. Contractor shall warrant and be responsible for any work, action, performance or failure to perform by any contractor whom Contractor may retain to perform any part of the Work.
- e. <u>Equipment and Supplies</u>. Contractor shall, at its sole expense, provide all necessary equipment and supplies for performance of the services under this Agreement.
- f. Audit and Records. Contractor shall cooperate with any audit required of the Township or reasonably requested by the Township on its own accord, (including but not limited to providing any necessary written authorizations) and shall comply with generally accepted accounting principles and generally accepted government auditing standards. Contractor shall maintain records pertaining to the Work for a minimum of 3 years following satisfactory completion of the Work and promptly shall make such records available to the Township upon the Township's written reasonable request.
- g. <u>Termination</u>. This Agreement may be terminated before it expires under any of the following circumstances:
 - i. If the Township and Contractor mutually agree in writing, this Agreement may be terminated on the terms and dates so stated.
 - ii. If either party gives written notice to the other that such other party has substantially defaulted in the performance of any obligation under this Agreement and such default shall not have been cured within 30

days following the giving of such notice, this Agreement shall terminate on any future date specified in such notice.

- iii. If Contractor dissolves or two or more of its principals leave Contractor and the Township, in its sole opinion, believes Contractor is incapable of completing the Work under the terms of this Agreement, the Township may terminate this Agreement upon 30 days written notice to Contractor.
- iv. If Contractor files for protection from its creditors or for dissolution in any bankruptcy court or if any such action is filed against it by any creditor resulting in a bankruptcy court having jurisdiction over it, the Township may terminate this Agreement.
- h. Effect of Termination. Upon termination of this Agreement neither party shall have any further obligation except for (i) obligations occurring prior to the date of termination, and (ii) obligations, promises or covenants made in this Agreement which are expressly made to extend beyond the terms of this Agreement. Upon receiving notice of termination not requested by or agreed to by Contractor, Contractor shall immediately discontinue all services (unless the notice directs otherwise) and deliver copies of all data, drawings, specifications, reports, estimates, summaries and such other materials it has accumulated in performing its obligations under this Agreement, whether completed or in the process. Unless the termination results from Contractor's default, breach or failure to perform according to this Agreement, an equitable adjustment shall be made in the compensation to be paid Contractor on a time and expense basis but no amount shall be paid on profit anticipated for services not yet performed by Contractor unless the termination results solely from the Township's default, breach or failure to perform according to the Agreement. This adjustment shall be calculated based on an accounting provided by Contractor to the Township of hours expended for services performed and direct costs incurred but not yet billed as of the date of termination (but shall not include work not yet performed) and shall use as a basis the Contractor's standard hourly rates as stated in paragraph b above.

Insurance.

- i. Contractor shall obtain and maintain a comprehensive general liability insurance policy, automobile coverage, workers' compensation and any requisite endorsements, covering the activities of Contractor and its officers, employees, contractors, sub-contractors and other agents involved in the Work. Such comprehensive liability coverage will be in an amount of not less than \$1,000,000 per occurrence and \$2,000 in the aggregate.
- ii. Upon the Township's request, Contractor shall provide a copy of the certificate(s) of insurance to the Township, together with any requisite endorsements, showing such policy and coverage to be in place and the premiums have been fully paid. That insurance shall provide that coverage cannot be modified or terminated without at least 30 days prior written notice to the Township.
- j. <u>Indemnification</u>. Contractor shall hold the Township (defined for the purposes of this provision to also include the Township's officers and employees) harmless from and indemnify it for administrative proceedings, judgments, awards, or orders arising from Contractor's (or Contractor's contractors') performance or failure to perform under this Agreement. This indemnity shall survive the expiration and termination of this Agreement.
- k. <u>Assignment</u>. Neither party may assign this Agreement or its rights, duties or obligations under this Agreement without the other party's prior written consent. Upon any permitted assignment, the assignee shall have all of the rights, duties and obligations of the assignor.

l. Miscellaneous.

- i. Any notice or other communication required or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, to addresses first written above or delivered to the contact persons for either party.
- ii. To the extent any term contained in this Agreement conflicts with any term contained in the attached Exhibit, the terms of this Agreement shall control.
- iii. This Agreement constitutes the entire Agreement of the parties, and supersedes all prior oral or written representations and agreements, including superseding all of Contractor's proposal, terms and conditions,

or other terms and conditions. This Agreement may not be modified or amended except in writing signed by the parties. It shall not be affected by any course of dealing. The captions are for reference only and shall not affect its interpretation. The recitals are an integral part of the Agreement.

- iv. The parties represent, warrant and agree that they have had the opportunity to receive independent legal advice from their attorneys with respect to the advisability of entering into this Agreement and are signing this Agreement after having been fully advised as to its effect. This Agreement shall be construed as if mutually drafted.
- v. To the extent permitted by law, the jurisdiction and venue for any action brought pursuant to, arising from, or to enforce any provision of this Agreement shall be solely in the state courts in the County in Michigan in which the Township is located.

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

| SAUGATUCK TOWNSHIP | HEAVENER PROPERTY SERVICES, LLC |
|-----------------------------------|------------------------------------|
| Abby Bigford, Township Supervisor | Glen Heavener, Principal and Owner |
| Rebecca Israels, Township Clerk | |