



CITY OF ALLEGAN
CITY COUNCIL MEETING
Monday, June 12, 2023 – 7:00PM
City Hall – 231 Trowbridge Street Allegan, MI 49010

7:00 PM Council Meeting (Action to be taken by Council on the following agenda items)

Note: Please be courteous and turn cell phones off during the meeting.

1. CALL TO ORDER

2. ROLL CALL (Excused Absences if Any)

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

4A – Approval of the Regular Council Meeting Agenda for June 12, 2023.

5. APPROVAL OF MINUTES

5A – Approval of the Study Session Minutes from May 22, 2023, Council Meeting.

5B – Approval of the Regular Meeting Minutes from May 22, 2023, Council Meeting.

6. SPECIAL PRESENTATIONS & RECOGNITIONS BY MAYOR OR COUNCIL

7. FIRST READING OF ORDINANCES and SCHEDULING OF PUBLIC HEARINGS

8. PUBLIC HEARINGS AND ADOPTION OF ORDINANCE

9. PUBLIC COMMENT

10. WRITTEN PETITIONS & REPORTS FROM SPECIAL COMMITTEES

10A – Request from the Allegan Area Arts Council.

11. REPORTS FROM BOARDS, COMMISSIONS & CITY OFFICES

11A. City Boards, Commissions and Area Agencies

11A.1 – Airport Advisory Board June Meeting – Peter Hanse

11A.2 – Historic District Commission June Meeting – Mike Zeter

11B. Finance Department

11B.1 – Request to approve Accounts Payable and Payroll.

11B.2 – Request to adopt Resolution 23.20 authorizing FY2023 4th quarter budget adjustments.

11B.3 – Request to adopt Resolution 23.21 approving a wage increase for non-union full-time and part-time employees.

11C. Police Department

11D. Water Utilities

11D.1 – Request to approve a purchase order for Wade Trim for engineering services for the Eastern Ave lift station rehab in the amount of \$45,000.00.

11E. Public Works

11E.1 – Request to approve abandoning the turf runway at Padgham Field Airport.

11E.2 – Request to approve Prein & Newhof for engineering services related to abandoning the Padgham Field turf runway and authorize a budget amendment in the amount of \$7,000.00 for these services.

11E.3 – Request to approve an easement with Michigan Gas Utilities for the Riverfront Park.

11E.4 – Request to adopt Resolution 23.22 approving a grant application to the Michigan Department of Natural Resources for the SPARK Program.

11E.5 – Request to adopt Resolution 23.23 approving a grant application to the Michigan Department of Transportation.

11F. City Manager & City Clerk

11F.1 – Request to approve the City of Allegan Code Enforcement Manual.

11F.2 – Request to accept the MEDC Ready Redevelopment Communities Technical Assistance Grant in the amount of \$27,750 to help fund a Wayfinding Assessment and Schematic Plan.

11F.3 – Request to approve P.O. # in the amount of \$37,000 for Guide Studio, Inc. to develop a Wayfinding Assessment and Schematic Plan for the City of Allegan.

12. BOARD APPOINTMENTS

12A – Appointment of Carolyn Blass to the Historic District Commission with a term set to expire on December 31, 2025.

12B – Appointment of Rosie Hunter to the Historic District Commission with a term set to expire on December 31, 2026.

12C – Appointment of Jason Watts to the Zoning Board of Appeals/Construction Board of Appeals with a term set to expire on December 31, 2025.

12D – Appointment of Rachel McKenzie to the Zoning Board of Appeals/Construction Board of Appeals with a term set to expire on December 31, 2026.

13. COMMUNICATIONS FROM CITY MANAGER, COUNCIL & MAYOR

14. CLOSED SESSION

15. ADJOURNMENT

PLEASE NOTE

AUDIENCE PARTICIPATION:

In addition to addressing the Council during public hearings and under “Public Comment,” members of the audience may address the Council, on items listed under agenda numbers 11B-11F; please limit your comments to three minutes or less per item. Please step up to the Podium and state your name and address.

The proposed process for items listed under agenda numbers 11B-11F above shall be as follows:

1. Announcement of the agenda item by the Mayor.
2. Verbal report provided by staff.
3. Mayor asks councilmembers if they have any questions for staff to clarify the staff report.
4. Mayor opens/closes the floor to receive public comment (if a public hearing is required or if the mayor determines public comments is warranted).
5. Motion is made by a council member and seconded by another council member.
6. Mayor then calls on councilmembers to discuss the motion if councilmembers wish to discuss.
7. Mayor calls for a vote on the item after discussion has occurred.



**CITY OF ALLEGAN
CITY COUNCIL STUDY SESSION MINUTES
Monday May 22, 2023, at 5:30 PM
City Council Chamber – 231 Trowbridge Street
Allegan, Michigan**

1. Call to Order

Mayor Galloway called the meeting to order at 5:31 PM.

2. Public Comment

No comment given.

3. Round Table Discussion amongst Council Members

Councilmember Morgan discussed his recent experience at an MML conference.

Councilmember Andrus asked for an update on the search for the source of water loss.

Councilmember Redding inquired about the new construction schedule for the Downtown Infrastructure and Streetscape project.

Mayor Pro-Tem Bird expressed his gratitude for the wooden sidewalks that have been placed throughout downtown Allegan to help pedestrians safely navigate the streets under construction.

Mayor Galloway inquired about the pace of lead service replacements throughout the city.

4. Presentation regarding Code Enforcement and Review of Code Enforcement Manual

Police Chief Jay Gibson, Officer Josh Morgan, and City Clerk Michaela Kleehammer presented a draft code enforcement manual and various statistics related to the city's code enforcement activities in 2022 and in the current calendar year. Council held a general discussion. Councilmember Hanse suggested the removal of "In most cases" from page 6 of the code enforcement manual.

5. Discussion regarding a Proposed Infill Ordinance

City Manager Joel Dye outlined the purpose of an infill ordinance and how an infill ordinance may benefit the city if Ordinance 510 is adopted during the regular meeting. Council held a general discussion regarding the proposed infill ordinance.

The minutes of this meeting will be available at City Hall, 231 Trowbridge Street Allegan, MI 49010 269.673.5511
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- 6. Review of April Revenue and Expenditure Report**
- 7. Review of Council Agenda**
- 8. Adjournment**

Mayor Galloway adjourned the meeting at 6:51 PM.

Respectfully submitted,

Michaela Kleehammer, City Clerk



**CITY OF ALLEGAN
CITY COUNCIL REGULAR MEETING MINUTES
Monday May 22, 2023, at 7:00 PM
City Council Chamber – 231 Trowbridge Street
Allegan, Michigan**

1. Call to Order

Mayor Galloway called the meeting to order at 7:00 PM.

2. Roll Call

Present: Bird, Galloway, Hanse, Morgan, Redding, Zeter

Absent: Andrus

Motion by Hanse with support from Bird to excuse Councilmember Andrus. **Motion passed 6-0.**

Also Present: City Manager Joel Dye, Downtown Manager Parker Johnson, and City Clerk Michaela Kleehammer.

3. Pledge of Allegiance

4. Approval of Agenda

4A – Approval of the Regular Council Meeting Agenda for May 22, 2023.

Motion by Zeter with support from Hanse to approve the Regular Council Meeting Agenda for May 22, 2023. **Motion passed 6-0.**

5. Approval of Minutes

5A – Approval of the Study Session Minutes from May 8, 2023, Council Meeting.

Motion by Zeter with support from Hanse to approve the study session minutes from May 8, 2023. **Motion passed 6-0.**

5B – Approval of the Regular Meeting Minutes from May 8, 2023, Council Meeting.

Motion by Morgan with support from Bird to approve the regular meeting minutes from May 8, 2023. **Motion passed 6-0.**

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6. Special Presentations & Recognition by Mayor or Council

7. First Reading of Ordinances and Scheduling of Public Hearings

8. Public Hearings and Adoption of Ordinance

8A – Public hearing, second reading, and adoption of Ordinance 510 to repeal Chapter 13 – Historic Preservation, of the City of Allegan Code of Ordinances.

Public Hearing (7:04 – 7:18) – The following residents spoke in opposition of Ordinance 510 during the public hearing:

- Paula Mintek (350 Kalamazoo)
- Jim Kauppi (105 Depot Hill Ct)
- Linda Kauppi (105 Depot Hill Ct)
- Rosie Hunter (240 Cutler)
- Carolyn Blass (107 Delano)
- Becky Burnett (508 N Cedar)

Motion by Bird with support from Hanse to adopt Ordinance 510. **Motion failed 3-3. Yea: Bird, Galloway, Hanse. Nay: Morgan, Redding, Zeter.**

9. Public Comment (7:36 – 7:39)

- Carolyn Blass (107 Delano) described a positive interaction she had Downtown Allegan.
- Jim Kauppi (105 Depot Hill Ct) discussed the condition of a property neighboring his.

10. Written Petitions & Reports from Special Committees

11. Reports from Boards, Commissions & City Offices

11A. City Boards, Commissions, and Area Agencies

11A.1 – Downtown Development Authority May Meeting – Teresa Galloway

11A.2 – Public Spaces Commission May Meeting – Bill Morgan

11A.3 – Planning Commission May Meeting – Roger Bird

11B. Finance Department

11B.1 – Request to approve Accounts Payable and Payroll.

Motion by Bird with support from Morgan to approve accounts payable and payroll.
Motion passed 6-0.

11B.2 – Request to adopt Resolution 23.16 to adopt the Fiscal Year 2024 Budget.

Motion by Bird with support from Hanse to adopt Resolution 23.16. **Motion passed 5-1.**
Yea: Bird, Galloway, Hanse, Morgan, Zeter. Nay: Redding.

11C. Police Department

11D. Water Utilities

11E. Public Works

11F. City Manager & City Clerk

11F.1 – Request to adopt Resolution 23.17 Approval for a Social District Permit for Heronmark Farms, LLC.

Motion by Hanse with support from Bird to adopt Resolution 23.17. **Motion passed 6-0.**

11F.2 – Request to adopt Resolution 23.18 Approval for a Social District Permit for Tilt 118, LLC.

Motion by Bird with support from Hanse to adopt Resolution 23.18. **Motion passed 6-0.**

11F.3 – Request to adopt Resolution 23.19 to Amend the Downtown Social District Plan.

Motion by Hanse with support from Morgan to adopt Resolution 23.19. **Motion passed 6-0.**

11F.4 – Request to approve the Griswold Auditorium Regional Asset Framework, the Griswold Auditorium Policies and Procedures, and the Griswold Auditorium Rental Form.

Motion by Hanse with support from Bird to approve the Griswold Auditorium Regional Asset Framework, Griswold Auditorium Policies and Procedures, and the Griswold Auditorium Rental Form. **Motion passed 6-0.**

11F.5 – Request to approve the City of Allegan Section 3 Policy.

Motion by Hanse with support from Bird to approve the City of Allegan Section 3 Policy. **Motion passed 6-0.**

11F.6 – Request to approve the plat amendment to divide parcel 51-180-024-00 at 228 James Street.

Motion by Hanse with support from Bird to approve the plat amendment at 228 James St. **Motion passed 6-0.**

12. Board Appointments

12A – Appointment of Eddie Quinones-Walker to the Public Spaces Commission with a term

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set to expire on December 31, 2026.

Motion by Bird with support from Hanse to approve the appointment of Eddie Quinones-Walker to the Public Spaces Commission. **Motion passed 5-1. Yea: Bird, Galloway, Hanse, Morgan, Redding. Nay: Zeter.**

13. Communications from City Manager, Council & Mayor

City Clerk Kleehammer provided an update on the redistricting of election precincts.

Downtown Manager Johnson highlighted the stores coming to the City of Allegan and upcoming summer events, including Fork in the Road food truck rally, Rollin' on the River, and Bridgefest.

Mayor Galloway noted that the Planning Commission will be hosting an open house on June 8th for the updated master plan.

14. Closed Session

15. Adjournment

Mayor Galloway adjourned the meeting at 8:08 PM.

Respectfully submitted,

Michaela Kleehammer, City Clerk



Allegan Area Arts Council

**May 30, 2023
Allegan City Council
231 Trowbridge Street
Allegan, Michigan 49010**

Dear Allegan City Council,

The Allegan Area Arts Council is planning to, once again, after a very successful session last summer, to offer their Summer Art Camp for school-age students again this year!! We would like to request the use of the lower level of the Griswold for our art camp. The camp would take place August 14th through August 18th and would begin with a short set up time on Sunday the 13th of August to bring in our supplies and materials. Our daily sessions would run from 8:00 am until approximately 12:30 pm, to include daily set up and clean-up.

We have always been fortunate enough to hold our AAAC Art Camp in this Griswold space and more than 500 children have benefitted from these experiences. They have been exposed to a wide variety of artist styles, mediums and created many exciting projects. The week culminates with an art show to exhibit their masterpieces and proudly show them to their family and friends.

We could not offer this successful program without the perfect space the Griswold provides. Your generosity in providing this space to the Allegan Area Arts Council for these young art lovers in Allegan, to learn and explore the arts, has been greatly appreciated. We are requesting, once again, that the City of Allegan, be kind enough, to grant us use of this space at no cost, to the Allegan Area Arts Council so as to not make the cost prohibitive for our families to be able to participate and experience this Summer Art Camp adventure! Thank you for your consideration and all you have done, and do, to promote the arts in Allegan. After all, road construction is an art and that is showing great artistic progress. When it is completed, I am certain it will be a glorious work of art!

**Sincerely,
Judith McCall**


on behalf of the AAAC Board of Directors



**City of Allegan
Airport Advisory Board
740 Grand Street
Allegan MI 49010
June 5, 2023 at 5:30PM**

MINUTES

I. Call to Order: Chair Millin called the meeting to order at 5:30 p.m.

II. Attendance:

Members Present: Andy Millin - Chair, Jason Apol – Vice Chair, Peter Hanse, Richard Guilifoil, Jack Ephofen, and Craig Warren

Members Absent: Bernie Sosnowski, Dennis Bennett

Others Present – Gerry Douth, Mike Jones from Allegan Taxi.

III. Approval of minutes from May 2023 meeting.

Motion by Jason, Supported by Craig to approve the minutes of the May 2023 meeting.
Passed unanimously.

IV. Old Business:

- a. Turf Runway Abandonment. Kadzban gave update that the turf runway abandonment is scheduled to be an agenda item at the regular city council meeting scheduled for Monday June 12, 2023. At the May meeting, the Airport Advisory Board made a motion to **notify the City council that the board advises to close the turf runway due to compliance issues**, and to begin the process, which was supported by all present. City staff concurs with closure.
- b. Discussion ensued about contacting the Allegan Credit Union (ACU) to see if they would be willing to provide an easement in the future to potentially re-open the turf runway following the abandonment of the turf runway.
- c. Discussion relating to potentially constructing box hangars where the turf runway exists presently, Richard has seen a sketch to that effect. Also discussed a possible undesignated parallel turf runway (similar to Plainwell) on the south side of the main runway.

V. New Business:

Copies of the minutes of the Airport Advisory Board may be obtained at City Hall, 231 Trowbridge Street, Allegan, Michigan 49010. (269) 673-5511

- a. Car show and fly in – Presentation and request for assistance. Mike Jones of Allegan Taxi discussed his plan to have a car cruise and airplane fly-in on July 22, 2023, from 1 to 5 p.m., asking if any board member would help organize the fly-in portion. Board members provided Mike with a number of groups that may be able to help, including Experimental Aircraft, Mustang club of America. Hangar tenant email list to be provided to Mike by Kadzban (done on Tuesday 06/06/2023). Mike can contact the tenants to inform them of the upcoming event. Insurance to cover the airport was discussed, should be provided by group putting on the exhibition. Means of keeping people safe from propellers was discussed, perhaps an airplane coordinator should be present.

VI. Airport Manager Comments:

- a. Next meeting scheduled for Monday August 7, 2023. ***JULY MEETING CANCELLED.***
- b. Hangar leases – Full occupancy as of 05/30/23.

VII. Advisory Board Comments:

- Discussion of AWOS alternative, information on alternate was provided by Jason. Need to compare purchase and install cost of AWOS (currently in ACIP) to the alternative. Annual maintenance and operating costs need to be considered, too. Potential presentation from alternate supplier to be arranged by Jason.

VIII. Adjournment: ***Motion by Craig, Supported by Rich*** to adjourn at 6:26 p.m.

Submitted by Doug Kadzban



CITY OF ALLEGAN
MINUTES OF THE HISTORIC DISTRICT COMMISSION
Held at Allegan City Hall
231 Trowbridge Street, Allegan, MI 49010
On Monday June 5, 2023, 7:00pm

1. The meeting was Called to Order at 7:00 p.m. by Chairperson Quinones-Walker

2. Attendance

Present: Jason Ramaker, Mike Zeter, Kristen Stein, and Eddie Quiñones-Walker
Absent: Stacy Todd and Two Vacant Positions
Staff: Joel Dye, City Manager

3. Approval of Previous Meeting Minutes

Motion by Eddie Quinones-Walker, supported by Jason Ramaker, to approve the minutes of March 6, 2023, Historic District Commission. Motion carried 4-0.

4. Public Comment

The owners of 218 Ely Street asked the Commission if they could build a steel sided garage on their property. The Commission instructed the owners that they can't comment on a project without an application and asked the owners to contact PCI and complete a Certificate of Appropriateness Application. After the application is completed, the Commission will review the application at the next upcoming meeting after the completed application is submitted.

Sarah Ramaker mentioned she is applying to be on the HDC.

Rosie Hunter mentioned she is applying to be on the HDC.

5. Certificate of Appropriateness Applications

5A. 132 Hubbard Street – Façade Renovation

The Commission reviewed the application which was a request to replace damaged brown shingles with black asphalt shingles, remove the weathered and warped grey panels with black T1-11 siding, limewash the unfinished brick with a tinted dark limewash, paint the existing T1-11 siding black and install gold lettering.

The commission held a discussion regarding this application and felt the improvements did not take away from the historical character of the property.

Motion by Jason Ramaker, supported by Kristen Stein, to approve this application based on the Department of Interior Standards 1, 4, and 7. Motion Carried 4-0.

6. Discussion on next steps for the Historic District Commission

City Manager Dye informed the Commissioners that the City Council voted 3-3 to keep the Historic District Commission intact. The Commission then held a long discussion, sometimes with members in the audience regarding the next steps for the Commission. After the discussion the Commission agreed to move forward with the following tasks:

- Staff are instructed to enforce the current ordinance.
- Beginning at the next meeting, the Commission will start the review of the of each property in the city's historic districts and determine whether they are still contributing properties to their respective historic district.
- The Commission will work with the State Historic Preservation Office to determine the best process forward, including only requiring contributing buildings to go through the full review process, and possibly resizing the districts.

7. Member and Staff Comments

Jason Ramaker reported the following properties have done work in the historic district and asked staff to investigate if these are a violation of the ordinance:

134 Cook Street
418 Hastings Street
448 Trowbridge Street
120 River Street

Mike Zeter inquired if Eddie Quinones-Walker resigned from the Commission. Joel Dye responded that he was misinformed when he told Mike Zeter that Eddie Quinones-Walker resigned.

Eddie Quinones-Walker stated that he was deeply disappointed in the three councilors who voted against the HDC recommendation after appointing them to find a solution, especially Mike Zeter. He stated that the City Council's decision sends a clear message that they do not trust the HDC and the work they did for the past year and a half by rejecting the HDC recommendation to dissolve the HDC.

8. Adjournment

Chairman Quinones-Walker adjourned the meeting at 8:37 p.m.

Respectfully submitted by
Joel Dye, City Manager



City of Allegan
Finance Department
269.673.5511
231 Trowbridge Street
Allegan, MI 49010

MEMORANDUM

TO: Allegan City Council
FROM: Carol Canales, Finance Clerk
REVIEWED BY: Joel Dye, City Manager
DATE: June 12th, 2023

SUBJECT: Approval of Accounts Payable and Payroll

Action Requested:

It is requested that City Council approve accounts payable in the amount of \$1,602,819.76 and payroll in the amount of \$189,229.88 for a total disbursement of \$1,792,049.64.

Background:

Attached is the Disbursement Report highlighting the accounts payable by fund as well as listing the individual payments to the vendors paid through June 12th, 2023.

Attachment(s):

Disbursement Report

Disbursement Report

June 12, 2023

Accounts Payable by Fund May 23rd through June 12th, 2023

General Fund	\$	101,848.07
Major Streets	\$	115,195.20
Local Streets	\$	282,651.50
Grants	\$	-
DDA	\$	1,000.00
PA	\$	5,823.65
Sewer	\$	323,382.13
Water	\$	746,686.33
Motor Vehicle Pool	\$	26,232.88
Trust & Agency	\$	-
Total A/P by Fund	\$	1,602,819.76
Regular Check Run	\$	1,377,823.65
ACH/EFT/Wires	\$	214,581.95
Off-Cycle Check Runs	\$	10,414.16
Total Checks	\$	1,602,819.76
Payroll Check Remittances	\$	4,804.38
Payroll EFT Remittances	\$	37,814.39
Total Remittances	\$	42,618.77
Payroll - May 24th (for WE 05/21/2023)	\$	72,427.40
Payroll - June 7th (for WE 06/04/2023)	\$	74,183.71
Total Payroll	\$	189,229.88
Total Disbursements	\$	1,792,049.64

6/12/2023

Off Cycle Check Runs

Ck#	Vendor	Description	Amount	Date
6024	AMAZON CAPITAL SERVICES	Supplies	\$ 20.98	05/31/23
6025	DELUXE ECHOSTAR LLC	Film	\$ 40.00	05/31/23
6026	LIONS GATE	Film	\$ 350.00	05/31/23
6027	STATE INDUSTRIAL PRODUCTS CORP	Water Treatment Program	\$ 207.83	05/31/23
6028	WARNER NORCROSS + JUDD LLP	Professional Services	\$ 1,755.00	05/31/23
6029	WALT DISNEY STUDIOS	Film	\$ 721.35	05/31/23
6030	AUTO-OWNERS INSURANCE	Notary Bond	\$ 45.00	06/01/23
6031	ALLEGAN JAYCEES	Sponsorship	\$ 1,000.00	06/02/23
6032	SHORELINE TECHNOLOGY SOLUTIONS	May Licensing	\$ 624.00	06/02/23
6033	ANDREW PHILLIP STRUCKMEYER	Rollin' on the River 2023	\$ 800.00	06/05/23
6034	CITY OF ALLEGAN-PETTY CASH	Bridgefest Rides	\$ 500.00	06/05/23
6035	JACOB BETTS	Rollin' on the River 2023	\$ 850.00	06/05/23
6036	SOME PEOPLES KIDS LLC	Rollin' on the River 2023	\$ 1,000.00	06/05/23
6037	TYLER NEWKIRK	Rollin' on the River 2023	\$ 700.00	06/05/23
6038	ZION LION	Bridgefest	\$ 1,800.00	06/05/23
Total Manual Checks			\$ 10,414.16	

Payroll Remittance Checks Report

Ck#	Vendor	Description	Amount	Date
6019	CZFC INC	Wage Garnishments	\$ 110.00	05/25/23
6020	MISDU	Child Support	\$ 860.96	05/25/23
6021	HOLLAND COMMUNITY HOSPITAL	Wage Garnishments	\$ 133.31	05/25/23
6022	SEIU LOCAL 517M	Union Dues	\$ 530.00	05/25/23
6023	ALLEGAN CO COURT	Wage Garnishments	\$ 12.50	05/25/23
6039	Trey Clifford	Payroll Reissue	\$ 1,617.70	06/08/23
6040	CZFC INC	Wage Garnishments	\$ 99.00	06/08/23
6041	MISDU	Child Support	\$ 860.96	06/08/23
6042	HOLLAND COMMUNITY HOSPITAL	Wage Garnishments	\$ 133.31	06/08/23
6043	COAM	Union Dues	\$ 124.04	06/08/23
6044	POAM	Union Dues	\$ 310.10	06/08/23
6045	ALLEGAN CO COURT	Wage Garnishments	\$ 12.50	06/08/23
Total Payroll Checks			**Included in Payroll Total \$ 4,804.38	

EFT Payroll Payment Report

EFT#	Vendor	Description	Amount	Date
EFT 1022	JOHN HANCOCK	Retirement - 457/Loan	\$ 3,438.71	06/08/23
EFT 1023	AFLAC	Premiums	\$ 349.04	06/08/23
EFT 1024	FEDERAL TAX DEPOSIT	Federal Taxes	\$ 25,754.65	06/08/23
EFT 1025	MERS DC	Retirement - PD	\$ 292.97	06/08/23
EFT 1026	JOHN HANCOCK	Retirement - MPP	\$ 7,979.02	06/08/23
Total Payroll EFT Payments			\$ 37,814.39	

Total Manual Checks			\$ 53,032.93	
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Check Register - EFT

6/12/2023

Check Date	Ck#	Vendor Name	Description	Total Amount
5/8/2023	3132	INVOICE CLOUD	Monthly Credit Card Fees	\$ 192.85
5/15/2023	3133	CHARTER COMMUNICATIONS HOLDING CO	Internet	\$ 1,649.54
5/15/2023	3134	CITY OF ALLEGAN	Water Usage March 2023	\$ 5,745.96
5/15/2023	3135	HUNTINGTON BANK	Account Analysis Fee	\$ 313.48
5/16/2023	3136	CONSUMERS ENERGY	MAY 2023 - 5511 - 1451 29TH ST	\$ 148.11
5/16/2023	3137	CONSUMERS ENERGY	MAY 2023 - 3674 - 1451 29TH ST	\$ 59.57
5/16/2023	3138	HORIZON BANK	2023 GOLT Bond	\$ 57,939.74
5/17/2023	3139	CONSUMERS ENERGY	MAY 2023 - 2350 - 231 TROWBRIDGE ST	\$ 677.57
5/17/2023	3140	CONSUMERS ENERGY	MAY 2023 - 1078 - 261 HUBBARD ST	\$ 673.25
5/23/2023	3141	ENTERPRISE FLEET MANAGEMENT	Maintenance Management	\$ 14,956.89
5/23/2023	3142	REPUBLIC SERVICES INC	April Service	\$ 14,715.76
5/24/2023	3143	CONSUMERS ENERGY	MAY 2023 - 3314 - 435 N EASTERN AVE	\$ 1,073.26
5/24/2023	3144	CONSUMERS ENERGY	MAY 2023 - 4734 - 170 MONROE ST	\$ 546.45
5/24/2023	3145	CONSUMERS ENERGY	MAY 2023 - 5442 - 211 TROWBRIDGE ST	\$ 517.43
5/24/2023	3146	CONSUMERS ENERGY	MAY 2023 - 0173 - 125 BRADY ST	\$ 403.05
5/24/2023	3147	CONSUMERS ENERGY	MAY 2023 - 2192 - 691 AIRWAY DR	\$ 387.97
5/24/2023	3148	CONSUMERS ENERGY	MAY 2023 - 0803 - 634 HOOKER RD	\$ 190.74
5/24/2023	3149	CONSUMERS ENERGY	MAY 2023 - 8548 - 621 VERNON ST	\$ 181.71
5/24/2023	3150	CONSUMERS ENERGY	MAY 2023 - 9610 - 740 GRAND ST NEW TERM	\$ 176.17
5/24/2023	3151	CONSUMERS ENERGY	MAY 2023 - 2691 - 740 GRAND ST STE 22	\$ 173.35
5/24/2023	3152	CONSUMERS ENERGY	MAY 2023 - 0527 - 111 2ND ST	\$ 129.75
5/24/2023	3153	CONSUMERS ENERGY	MAY 2023 - 7046 - 740 GRAND ST AIRPRT LTS	\$ 117.06
5/24/2023	3154	CONSUMERS ENERGY	MAY 2023 - 3769 - 401 HUBBARD ST	\$ 115.18
5/24/2023	3155	CONSUMERS ENERGY	MAY 2023 - 4007 - 335 HUBBARD ST	\$ 110.86
5/24/2023	3156	CONSUMERS ENERGY	MAY 2023 - 5804 - 130 WATER ST	\$ 104.38
5/24/2023	3157	CONSUMERS ENERGY	MAY 2023 - 5852 - 740 GRAND ST HSE	\$ 97.77
5/24/2023	3158	CONSUMERS ENERGY	MAY 2023 - 3817 - 810 GRAND ST	\$ 86.85
5/24/2023	3159	CONSUMERS ENERGY	MAY 2023 - 4627 - 224 MONROE ST	\$ 85.50
5/24/2023	3160	CONSUMERS ENERGY	MAY 2023 - 3850 - 177 THOMAS ST	\$ 61.20
5/24/2023	3161	CONSUMERS ENERGY	MAY 2023 - 5795 - 613 1/2 GRAND ST	\$ 61.20
5/24/2023	3162	CONSUMERS ENERGY	MAY 2023 - 3479 - 225 LANE ST	\$ 61.20
5/24/2023	3163	CONSUMERS ENERGY	MAY 2023 - 8468 - 1000 MARSHALL ST	\$ 53.10
5/24/2023	3164	CONSUMERS ENERGY	MAY 2023 - 5001 - 700 RIVER ST STE B	\$ 51.22
5/24/2023	3165	CONSUMERS ENERGY	MAY 2023 - 6392 - 101 MARSHALL ST	\$ 50.41
5/24/2023	3166	CONSUMERS ENERGY	MAY 2023 - 3799 - 1 RIVERFRONT PLAZA	\$ 44.33
5/24/2023	3167	CONSUMERS ENERGY	MAY 2023 - 2263 - 111 HUBBARD ST	\$ 43.92
5/24/2023	3168	CONSUMERS ENERGY	MAY 2023 - 6558 - 301 MARSHALL ST	\$ 41.36
5/24/2023	3169	CONSUMERS ENERGY	MAY 2023 - 5699 - 211 1/2 TROWBRIDGE ST	\$ 40.95
5/24/2023	3170	CONSUMERS ENERGY	MAY 2023 - 7927 - 150 KENT ST	\$ 39.62
5/24/2023	3171	CONSUMERS ENERGY	MAY 2023 - 6575 - 1201 113TH AVE	\$ 39.62
5/24/2023	3172	CONSUMERS ENERGY	MAY 2023 - 3660 - 355 THOMAS ST	\$ 39.62
5/24/2023	3173	CONSUMERS ENERGY	MAY 2023 - 6641 - 1251 29TH ST	\$ 39.62
5/24/2023	3174	CONSUMERS ENERGY	MAY 2023 - 7010 - 605 DELANO ST	\$ 39.62
5/24/2023	3175	CONSUMERS ENERGY	MAY 2023 - 3876 - 130 MILL RD	\$ 39.08
5/24/2023	3176	CONSUMERS ENERGY	MAY 2023 - 3922 - 1505 LINCOLN RD SIGN	\$ 38.94
5/24/2023	3177	CONSUMERS ENERGY	MAY 2023 - 6768 - 540 CUTLER ST	\$ 36.24
5/24/2023	3178	CONSUMERS ENERGY	MAY 2023 - 2790 - 477 WESTERN AVE	\$ 32.76
5/24/2023	3179	CONSUMERS ENERGY	MAY 2023 - 2022 - 311 WESTERN AVE	\$ 32.04
5/24/2023	3180	CONSUMERS ENERGY	MAY 2023 - 0928 - 636 HOOKER RD	\$ 30.44
5/24/2023	3181	CONSUMERS ENERGY	MAY 2023 - 0363 - 115 BRADY ST	\$ 29.21
5/24/2023	3182	CONSUMERS ENERGY	MAY 2023 - 0009 - 139 1/2 BRADY ST	\$ 28.81
5/24/2023	3183	CONSUMERS ENERGY	MAY 2023 - 3199 - 401 HUBBARD ST	\$ 28.81
5/25/2023	3184	MICHIGAN GAS UTILITIES	APRIL 2023 SERVICE - 0503949974-00001 - 401 HUBBARD	\$ 653.28
5/25/2023	3185	MICHIGAN GAS UTILITIES	APRIL 2023 SERVICE - 0507845294-00001 - 100 PARK AVE	\$ 577.70
5/25/2023	3186	MICHIGAN GAS UTILITIES	APRIL 2023 SERVICE - 0502395219-00001 - 691 AIRWAY DR	\$ 548.89
5/25/2023	3187	MICHIGAN GAS UTILITIES	APRIL 2023 SERVICE - 0505770651-00001 - 740 GRAND	\$ 546.13

Check Register - EFT

6/12/2023

Check Date	Ck#	Vendor Name	Description	Total Amount
5/25/2023	3188	MICHIGAN GAS UTILITIES	APRIL 2023 SERVICE - 0502783913-00001 - 350 NORTH ST	\$ 487.79
5/25/2023	3189	MICHIGAN GAS UTILITIES	APRIL 2023 SERVICE - 0504049022-0001 - 211 TROWBRIDGE	\$ 389.78
5/25/2023	3190	MICHIGAN GAS UTILITIES	APRIL 2023 SERVICE - 0504694273-00001 - 170 MONROE	\$ 294.08
5/25/2023	3191	MICHIGAN GAS UTILITIES	APRIL 2023 SERVICE - 0505770651-00002 - 740 GRAND ST TI	\$ 122.05
5/25/2023	3192	MICHIGAN GAS UTILITIES	APRIL 2023 SERVICE - 0502395219-00002 - 435 EASTERN	\$ 69.39
5/25/2023	3193	MICHIGAN GAS UTILITIES	APRIL 2023 SERVICE - 0507889939-0001 - 621 VERNON ST	\$ 47.29
5/25/2023	3194	MICHIGAN GAS UTILITIES	APRIL 2023 SERVICE - 0502395219-00004 - 223 RIVERFRON	\$ 313.77
5/26/2023	3195	CONSUMERS ENERGY	MAY 2023 - 2579 - 223 HUBBARD ST UNIT 3	\$ 70.74
5/26/2023	3196	MICHIGAN GAS UTILITIES	APRIL 2023 SERVICE - 0503420042-00002 - 231 TROWBRIDG	\$ 274.47
5/26/2023	3197	MICHIGAN GAS UTILITIES	APRIL 2023 SERVICE - 0502395219-00005 - 223 HUBBARD ST	\$ 48.50
4/30/2023	3198	MICHIGAN GAS UTILITIES	MARCH 2023 SERVICE - 0503420042-00002 - 231 TROWBRID	\$ 527.92
4/30/2023	3199	MICHIGAN GAS UTILITIES	MARCH 2023 SERVICE - 0502395219-00004 - 223 RIVERFRO	\$ 405.56
4/30/2023	3200	MICHIGAN GAS UTILITIES	MARCH 2023 SERVICE - 0502395219-00005 - 223 HUBBARD	\$ 60.29
4/30/2023	3201	WEX BANK	March Statement - Speedway	\$ 138.18
6/1/2023	3202	METLIFE	Premiums	\$ 613.77
6/1/2023	3203	PRIORITY HEALTH	Premiums	\$ 56,599.63
6/2/2023	3204	CONSUMERS ENERGY	JUNE 2023 - 5978 - 346 NORTH ST	\$ 20,571.16
6/2/2023	3205	CONSUMERS ENERGY	JUNE 2023 - 5747 - 100 PARK AVE #C	\$ 13,601.56
6/6/2023	3206	CONSUMERS ENERGY	MAY 2023 - 3117 - STREET LIGHTS	\$ 4,311.83
6/6/2023	3207	CONSUMERS ENERGY	MAY 2023 - 8350 - 49010 LED LIGHT ROAD	\$ 1,981.00
6/6/2023	3208	CONSUMERS ENERGY	MAY 2023 - 3208 - STREET LIGHTS	\$ 69.39
6/6/2023	3209	CONSUMERS ENERGY	MAY 2023 - 3356 - TRAFFIC LIGHTS	\$ 51.44
6/6/2023	3210	CONSUMERS ENERGY	MAY 2023 - 3370 - 321 WATER ST	\$ 33.79
6/6/2023	3211	CONSUMERS ENERGY	MAY 2023 - 4732 - 1451 29TH ST L4 LIGHT	\$ 18.17
6/6/2023	3212	CONSUMERS ENERGY	MAY 2023 - 0836 - 49010 SIREN RD	\$ 5.76
6/6/2023	3213	HEARTLAND	Credit Card Fees	\$ 666.96
6/6/2023	3214	WEX BANK	May Statement - EFM	\$ 4,583.94
6/6/2023	3215	WEX BANK	May Statement - Speedway	\$ 804.28
6/7/2023	3216	INVOICE CLOUD	Monthly Fees	\$ 208.95
6/7/2023	3217	ONEAMERICA	Premiums	\$ 2,242.24
6/7/2023	3218	OPTUM BANK	Monthly Fees	\$ 68.75
Total EFT Payments: 87				\$ 214,581.95

Check Register

6/12/2023

Check Date	Check #	Vendor Name	Description	Total Amount	# Invoices
6/12/2023	6046	AMAZON CAPITAL SERVICES	Supplies	\$ 2,027.06	9
6/12/2023	6047	ARCHIVESOCIAL LLC	Annual Subscription 2023 - 2024	\$ 2,988.00	1
6/12/2023	6048	ASSESSING SOLUTIONS INC	Assessing - May 2023	\$ 3,600.00	1
6/12/2023	6049	AUTO-WARES GROUP	Auto Parts & Supplies	\$ 72.66	1
6/12/2023	6050	BELL EQUIPMENT CO	Parts/Supplies	\$ 310.31	1
6/12/2023	6051	BERENDS HENDRICKS STUIT INSURANCE	Drone Liability Insurance	\$ 1,125.00	1
6/12/2023	6052	C-COMM INC.	Parts/Supplies	\$ 383.00	3
6/12/2023	6053	CAMP & CRUISE	Waterfront Service	\$ 550.00	1
6/12/2023	6054	CFP HOLDING COMPANY LLC	Inspections	\$ 577.08	1
6/12/2023	6055	CURCIO LAW FIRM PLC	Professional Services	\$ 1,710.00	1
6/12/2023	6056	DELUXE ECHOSTAR LLC	Film	\$ 40.00	1
6/12/2023	6057	DIEMERS FARM & GREENHOUSE	Plants & Flowers	\$ 3,150.00	2
6/12/2023	6058	ECONO SIGN & BARRICADE LLC	Signs	\$ 128.26	1
6/12/2023	6059	EJ USA,INC./EAST JORDAN IRON WORKS	Meter Pit Supplies/Valve	\$ 2,909.95	2
6/12/2023	6060	ENVIRONMENTAL RESOURCE ASSOC	Testing	\$ 1,267.54	1
6/12/2023	6061	ETNA SUPPLY COMPANY	Parts/Supplies	\$ 2,201.80	5
6/12/2023	6062	GALLAGHER INDUSTRIAL LAUNDRY INC	Uniforms	\$ 548.64	2
6/12/2023	6063	GLOBAL ENVIRONMENTAL CONSULTING LLC	Testing	\$ 350.00	1
6/12/2023	6064	GRAND RAPIDS POPCORN, LLC	Regent Concessions	\$ 1,205.25	1
6/12/2023	6065	HACH COMPANY	Lab Supplies	\$ 854.42	1
6/12/2023	6066	HAVILAND PRODUCTS COMPANY	Salt	\$ 2,079.50	1
6/12/2023	6067	HYDROCORP	Cross Connection Inspections	\$ 1,812.00	2
6/12/2023	6068	JAMIE VAN SLYKE	Cleaning Services	\$ 405.00	1
6/12/2023	6069	JOE'S LAWN AND GARDEN	Air Cleaner	\$ 17.99	1
6/12/2023	6070	JWC ENVIRONMENTAL LLC	Thermal Printer & Paper	\$ 555.89	1
6/12/2023	6071	LOCK MASTER SECURITY LLC	Cloud Access Control	\$ 150.00	1
6/12/2023	6072	MICHIGAN RURAL WATER ASSOCIATION	Annual Dues	\$ 910.00	1
6/12/2023	6073	MICROTECH SCIENTIFIC	Supplies	\$ 1,662.18	1
6/12/2023	6074	MILBOCKER & SONS INC	Downtown Streetscape Project	\$ 891,764.98	1
6/12/2023	6075	MILBOCKER & SONS INC	Lead Service Replacement	\$ 423,244.30	1
6/12/2023	6076	NORTHWEST KENT MECHANICAL CO	Raw Water Pipe Replacement	\$ 4,961.95	1
6/12/2023	6077	PIVOT POINT PARTNERS, LLC	Annual Fees	\$ 657.65	1
6/12/2023	6078	PJ PRINTING LLC	Printing Services	\$ 139.70	1
6/12/2023	6079	PLUMBER'S PORTABLE TOILETS	Portable Toilet Rental	\$ 125.00	1
6/12/2023	6080	PROFESSIONAL CODE INSPECTONS OF MI	Planning and Zoning	\$ 4,382.50	1
6/12/2023	6081	QUINONES-WALKER, WILLIAM & ELVIN	Tax Refund	\$ 310.39	1
6/12/2023	6082	RICOH USA, INC.	Printing Services	\$ 246.10	2
6/12/2023	6083	SCOTT'S LANDSCAPE MANAGEMENT INC	Topsoil	\$ 1,200.00	1
6/12/2023	6084	SHORELINE TECHNOLOGY SOLUTIONS	June Licensing	\$ 619.20	1
6/12/2023	6085	SITEONE LANSCAPING SUPPLY	Parts/Supplies	\$ 394.07	1
6/12/2023	6086	STATE INDUSTRIAL PRODUCTS CORP	Supplies	\$ 239.22	1
6/12/2023	6087	STEENSMA LAWN & POWER EQUIP	Parts/Supplies	\$ 188.83	2
6/12/2023	6088	SUMNER PLUMBING	Water Hook Ups	\$ 3,990.00	2
6/12/2023	6089	SYSCO GRAND RAPIDS	Regent Concessions	\$ 1,025.51	2
6/12/2023	6090	SYSTEMS SPECIALTIES COMPANY	Parts/Supplies	\$ 1,020.00	1
6/12/2023	6091	TRACE ANALYTICAL LABORATORIES INC	Testing	\$ 71.00	1
6/12/2023	6092	TRUCK & TRAILER SPECIALTIES INC	Parts/Supplies	\$ 2,889.34	1
6/12/2023	6093	UNITED WHOLESALE GROCERY	Regent Concessions	\$ 950.03	1
6/12/2023	6094	USABBLUEBOOK	Lab Supplies	\$ 1,228.35	1
6/12/2023	6095	WESSELING SERVICE LLC	Fertilize Lawns	\$ 4,584.00	2
Total Checks: 50				\$ 1,377,823.65	77



City of Allegan
Finance Department
269.673.5511
231 Trowbridge Street
Allegan, MI 49010

MEMORANDUM

TO: Allegan City Council
FROM: Tracy J. Stull, Finance Director/Treasurer
REVIEWED BY: Joel Dye, City Manager
DATE: June 12, 2023

SUBJECT: Request to adopt Resolution 23.20 to authorize the Finance Director/Treasurer to make 4th Quarter Budget Adjustments

Action Requested:

It is requested that the City Council adopt Resolution 23.20 to authorize the Finance Director to make 4th Quarter Budget Adjustments.

Background:

After each fiscal year quarter, the Finance Department prepares the necessary budget adjustments that must be approved by City Council to ensure that the fiscal year ends with budget parameters.

To ensure that all budgeted funds and activities for the FY2023 Budget year end within budget parameters the Finance Director shall have the authority to make these adjustments and shall reflect the approved FY2023 City of Allegan Budget.

Attachment(s):

Resolution 23.20



**CITY OF ALLEGAN, MICHIGAN
RESOLUTION 23.20**

Authorizing FY2023 4th Quarter Budget Adjustments

WHEREAS, in order to ensure all budgeted fund and activities for the FY2023 budget year end with a positive fund balance,

BE IT RESOLVED, the City Finance Director is authorized to make the necessary budget adjustments to complete this action.

DATED: May 22, 2023

YEAS:

NAYS:

ABSENT:

ABSTAIN:

RESOLUTION DECLARED: ADOPTED

Michaela Kleehammer, City Clerk

CERTIFICATION

I, Michaela Kleehammer, duly appointed City Clerk of the City of Allegan, do hereby certify that the above is a true and correct copy of a resolution adopted by the City Council of the City of Allegan, Michigan, on this 22nd day of May 2023.

Michaela Kleehammer, City Clerk



City of Allegan
Finance Department
269.673.5511
231 Trowbridge Street
Allegan, MI 49010

MEMORANDUM

TO: Allegan City Council
FROM: Tracy J. Stull, Finance Director/Treasurer
REVIEWED BY: Joel Dye, City Manager
Michaela, Kleehammer, City Clerk
DATE: June 12, 2023

SUBJECT: Approval of Non-Union Wage Increases for Fiscal Year 2024

Action Requested:

It is requested that City Council adopt resolution 23.21 approving a wage increase of 3.0% to the Compensation Plan for all Non-Union full-time and regular part-time employees.

Background:

The Fiscal Year 2024 Budget recently approved by City Council includes a wage increase for all Non-Union full-time and regular part-time employees in the amount of 3.0% effective July 1, 2023.

Attachment(s):

Resolution 23.21



**CITY OF ALLEGAN
RESOLUTION 23.21**

**A RESOLUTION APPROVING A WAGE INCREASE FOR NON-UNION FULL-TIME
AND REGULAR PART-TIME EMPLOYEES**

WHEREAS, the approved Fiscal Year 2024 Budget Recommendations include a wage increase for all full-time and regular part-time employees: and

NOW, THEREFORE, BE IT RESOLVED, all non-union, full-time and regular part-time employees shall receive a 3.0% salary increase effective July 1, 2023.

DATED: June 12, 2023

AYES:

NAYS:

ABSTAIN:

ABSENT:

RESOLUTION DECLARED: ADOPTED

Michaela Kleehammer, City Clerk

CERTIFICATE

I, Michaela Kleehammer, duly appointed City Clerk of the City of Allegan, does hereby certify that the above is a true and correct copy of a resolution passed and approved by the City Council of the City of Allegan, Michigan, on this 12th day of June, 2023.

Michaela Kleehammer, City Clerk



City of Allegan
Water Utilities Department
350 North Street
Allegan, MI 49010

MEMORANDUM

TO: Allegan City Council
FROM: Doug Sweeris, Water Utilities Director
REVIEWED BY: Joel Dye, City Manager
DATE: June 12, 2023

SUBJECT: Eastern Ave Lift Station Rehab Engineering

Action Requested: It is requested that the City Council approve the purchase order in the amount of \$45,000 for the engineering proposal to provide engineering services for the Eastern Ave lift station rehab from Wade Trim 555 S. Saginaw St., suite 201, Flint MI, 48502.

Background: The Eastern Avenue lift station recently had to have emergency piping repairs after several sections of pipe degraded and started leaking. Wade Trim was hired to do an inspection and assessment of the lift station piping and structural integrity, inspection report is attached. Their proposal recommends the complete replacement of the piping, valves, and flow meter from the pumps to the PVC force main.

The proposal is for engineering services to cover the following: design, preparation of plans, specifications, and bidding; preparation of the bidding documents, distribution of bid packets, pre-bid meeting, review of bids, and recommendation of award; construction phase engineering to include review of shop drawings, site observation, inspections, review of pay requests, punch list items and final review of the project.

This project, engineering and construction costs are not in the current budget. This work is listed in the asset management plan but has a 50 plus year life, so it has not been planned or budgeted for many years yet.

The damage to the lift station is a direct result of the discharge of acidic and caustic materials from Perrigo. Per section 29-230 of the city sewer use ordinance, ordinance 499, any discharger that causes damage to the POTW shall be held liable and shall reimburse the POTW for all expenses, costs, losses, or damages (direct or indirect) payable or incurred by the POTW as a result of any such discharge. Perrigo has already covered the costs associated with the emergency repairs of this lift station and they will be invoiced for the engineering inspection. Perrigo will be invoiced for all costs associated with the rehab of the lift station including staff time.



City of Allegan
Water Utilities Department
350 North Street
Allegan, MI 49010

This work will require a budget transfer from the General Fund Balance to the Sewer Fund to cover this cost.

Attachment(s):

Wade Trim engineering proposal

Wade Trim inspection report

P.O.

Pictures of Eastern Ave



City of Allegan
Water Utilities Department
350 North Street
Allegan, MI 49010



Eastern Ave lift station job site



City of Allegan
Water Utilities Department
350 North Street
Allegan, MI 49010



Pipe from pump #2, between wet well and valve chamber



City of Allegan
Water Utilities Department
350 North Street
Allegan, MI 49010



Pipe found on October 4, rags sealing the hole



City of Allegan
Water Utilities Department
350 North Street
Allegan, MI 49010



Pipe after coupling and rags removed, this is the pipe after all three pumps merge into one pipe



City of Allegan
Water Utilities Department
350 North Street
Allegan, MI 49010



Repairs made to pumps #1 and 2 discharge pipes



City of Allegan
Water Utilities Department
350 North Street
Allegan, MI 49010



Pipe removed from pump #2 discharge



Wade Trim, Inc.

2851 Charlevoix Drive SE, Suite 108 • Grand Rapids, MI 49546
616.956.3304 • www.wadetrim.com

June 2, 2023

City of Allegan
350 North Street
Allegan, MI 49010

Attention: Mr. Doug Sweeris
Utilities Director

Re: Proposal for Professional Engineering Services
Eastern Avenue Lift Station

Dear Mr. Sweeris:

Project Understanding

We are pleased to present this proposal for professional engineering services related to the Eastern Avenue lift station. This Scope of Services is based on the engineering study for this station and the recommendations provided in the report for improvements (report dated May 2023). The scope of the lift station improvements generally includes replacement of existing piping and valves in the pump station, concrete restoration work in the wet well and adjacent concrete structures, and replacement of buried piping on the site.

Scope of Services

The following Scope of Services are included:

Task 100 – Design Phase Services

Wade Trim will prepare plans, specifications, and bid documents for the proposed work as outlined in the report. These documents will be provided to the City for review and comment before finalizing. A final cost opinion will also be prepared for the work. We anticipate that this project will also require a permit from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for construction, so we will submit a permit application with sealed plans and specifications for this purpose.

Task 200 – Bidding Assistance

Wade Trim will coordinate bidding of the project to contractors. This will include assisting the City with advertisement of the project, City distribution of the contract documents on the City website, issuance of addenda during bidding, attendance at a pre-bid meeting, receiving and reviewing bids, and providing the City with a recommendation of award.

Task 300 – Construction Phase Services

We anticipate the following tasks during the construction period:

- Attendance at a preconstruction meeting.
- Review of shop drawings and requests for information.
- Periodic site observation as the work is progressing (assumed at ten visits).

- Review of pay requests and recommendation of payment.
- Final punch list.
- Final closeout documents, including record drawings.

Assumptions and Owner's Responsibilities

Our proposal is based on the following assumptions and with the understanding that the City will take certain actions:

- No soil borings/geotechnical work is required.

Schedule

We are able to commence work on this project immediately upon your authorization and have developed the following project milestone schedule:

- | | |
|--------------------------------------|-----------------------|
| • Preliminary Design | June-July 2023 |
| • Final Design and Bidding Documents | August-September 2023 |
| • Bidding and Procurement | October-November 2023 |
| • Construction | Spring 2024 |

Proposed Fee

Wade Trim will provide the services outlined above for an Estimated, Not to Exceed Fee of **\$45,000**. Fees by task are outlined below and are derived from Wade Trim's current standard hourly Rate Schedule, which is updated annually, as well as reimbursable expenses.

- | | |
|--|----------|
| • Task 100 – Design Phase Services | \$19,000 |
| • Task 200 – Bidding Assistance | \$ 3,500 |
| • Task 300 – Construction Phase Services | \$22,500 |

Additional Services

Additional services not identified in this proposal will be discussed as they arise. We will provide additional services on a Time and Materials Basis in accordance with our current Rate Schedule.

Changes in Scope and Additional Services

For changes in Scope or any other additional work, we will provide the services of our staff on an Hourly Basis in accordance with our current Rate Schedule, plus reimbursable expenses. Additional services will require a Contract Amendment, approved by the City, prior to the start of additional work.

Invoicing

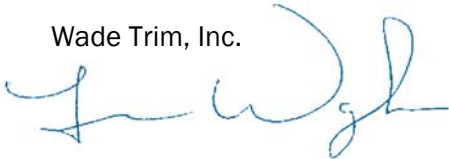
Invoices for our services and reimbursable expenses will be submitted monthly, based on the actual effort and costs incurred for the project. It is agreed Wade Trim's invoices shall be paid within 30 days, barring any disputed portion of an invoice. If the City of Allegan disputes any portion of an invoice, they shall promptly notify Wade Trim of the portion in question and work to resolve the dispute. All invoices shall be paid within 30 days of the date of the invoice. Wade Trim reserves the right to stop work when accounts receivable exceeds 90 days. All deliverables are the property of Wade Trim until payment obligations are met.

Please find attached a Short Form Professional Services Agreement. If this proposal meets with your approval, please sign, date, and return a copy of the Agreement to our office. Our receipt of the executed Agreement will serve as our authorization to proceed.

We look forward to working with the City on this project. If you have any questions, please do not hesitate to call.

Very truly yours,

Wade Trim, Inc.

A handwritten signature in blue ink, appearing to read 'T. Wagenmaker', written in a cursive style.

Trevor Wagenmaker, PE
Senior Project Manager

A handwritten signature in blue ink, appearing to read 'Jason R. Kenyon', written in a cursive style.

Jason R. Kenyon, PE
Vice President

TEW:JRK;jlb
AAA 1000.23
20230602_SWEERIS-ALLEGANLIFTSTATIONLTR.DOCX
Attachment (Short Form Agreement)



Professional Services Agreement (Short Form)

Agreement

To engage the Services of Wade Trim, Inc. as a Design, Planning, Testing and/or Land Survey Professional.

This Agreement, entitled Professional Engineering Services, Eastern Avenue Lift Station between the City of Allegan of 350 North Street, Allegan, Michigan 49010, hereinafter called "Owner," and Wade Trim, Inc., 2851 Charlevoix Drive SE, Suite 108, Grand Rapids, Michigan 49546, hereinafter called "Professional," is as follows:

The Owner and Professional, for mutual consideration hereinafter set forth, agree as follows:

A. Professional agrees to perform certain professional services for Owner as follows:

As outlined in Wade Trim's proposal letter dated June 2, 2023.

B. Owner agrees to pay Professional as compensation for his services as follows:

An Estimated, Not to Exceed Fee of **\$45,000**.

C. Owner agrees to establish an allowance of **\$NA** for additional services on this Project (not less than 10% of the compensation amount specified in Item B.)

D. The Owner and Professional agree to conditions as set forth on the reverse side in the General Provisions of this Agreement.

E. The Owner and Professional agree to the following schedule:

As outlined in Wade Trim's proposal letter dated June 2, 2023.

F. Professional has the option to render this Agreement null and void, if it is not executed within 60 days.

Owner:

Professional:

By: Doug Sweeris
(Print Name)

By: Jason R. Kenyon, PE
(Print Name)

Title: Utilities Director

Title: Vice President

Date Signed: _____

Date Signed: _____

General Provisions

1.01 Basic Agreement

A. Professional shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Professional for such Services as set forth herein.

2.01 Payment Procedures

A. *Preparation of Invoices.* Professional will prepare a monthly invoice in accordance with Professional's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Professional for services and expenses within 30 days after receipt of Professional's invoice, the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Professional may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Professional has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above.

B. Owner shall pay Professional for such additional services as follows: For additional services of Professional's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Professional's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Professional's consultants' charges with a 15% mark-up, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Professional:

1) upon seven days written notice if Professional believes that Professional is being requested by Owner to furnish or perform services which are outside of the agreed upon scope of services without compensation, which are contrary to Professional's responsibilities as a licensed professional; or

2) upon seven days written notice if the Professional's services for the Project are delayed or suspended for more than 90 days for reasons beyond Professional's control.

3) Professional shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Professional.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Professional to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Professional shall be compensated for Basic Services performed through the date of termination as set forth herein and for work performed per 4.01.B in the manner set forth in 3.01.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Professional each is hereby bound and the partners, successors, executors, administrators, employees and legal representatives of Owner and Professional (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Professional) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services

performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with Professional's services. Professional and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers and Professional shall not be responsible for design services provided by others.

B. Professional shall not at any time supervise, direct, or have control over any contractor's work, nor shall Professional have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Professional neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Professional shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Professional's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Professional.

E. The provisions in this Agreement supersede and render null and void any contrary provisions in the contract documents between Owner and Contractor.

F. All design documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Professional (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Professional's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Professional, whichever is less.

H. The parties acknowledge that Professional's scope of services does not include any services related to a Hazardous Environmental Condition (including but not limited to the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Professional or any other party encounters a Hazardous Environmental Condition, Professional may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Dispute Resolution

Except for debt collection cases for less than \$25,000, and except as otherwise provided herein, all claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction.

Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event may the demand for arbitration be made after the expiration of one year from the date the cause of action accrued. The cause of action whether based in tort, contract, indemnity, contribution, or any other form of action, legal or equitable, shall be deemed to have accrued at the time the party asserting the claim either knew or, by the exercise of reasonable diligence, should have known of the existence of the facts underlying such claim, dispute or other matter in question regardless of when damages occur. After the expiration of said one year, any claim between the parties hereto shall be barred.

No arbitration arising out of, or relating to this Agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this Agreement.

The award rendered by the arbitrators will be final, not subject to appeal and judgment may be entered upon it in any court having jurisdiction thereof.

9.01 Total Agreement

A. This Agreement (together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Professional, supersedes all prior written or oral understandings, and becomes binding as if fully executed at the time Professional commences work. To the extent that the terms of any appendices or documents referenced in this Agreement conflict with the terms of this Agreement, the terms of this Agreement shall govern. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



Wade Trim, Inc.
2851 Charlevoix Drive SE, Suite 108 • Grand Rapids, MI 49546
616.956.3304 • www.wadetrim.com

May 9, 2023

City of Allegan
350 North Street
Allegan, Mi 49010

Attention: Doug Sweeris
Utilities Director

Re: Eastern Avenue Pump Station
Engineering Report

Dear Mr Sweeris:

We have evaluated the referenced pump station for rehabilitation due to degradation that occurred in the station from the industrial wastewater and this report presents our findings.

The station was noticed to have issues late last year when the exposed ductile iron pipes in the valve vault developed a hole in them and began leaking. Emergency repairs were done to the pipe, and in the process, it was found that all of the ductile pipe that was removed was severely degraded, i.e., the thickness of the pipe wall was significantly reduced.

It is known that the main source of flow into this station is from Perrigo facilities along Eastern Avenue. In fact, Perrigo has their own pH adjustment station at this location to raise the pH of the wastewater they discharge to the City to comply with the City's IPP program. However, they have not always been in compliance with the IPP limits, and the City has learned that often even after adjusting the pH in their station, it will shortly thereafter go lower again. This is obviously happening as the type of degradation in the piping is indicative of a low pH (i.e., acidic) condition.

For normal municipal wastewater, the life of this ductile iron pipe can be over 100 years, it is very resilient and durable. So, for it to have degraded like this in just over 10 years since this station was constructed is very unusual and we conclude that it is due to Perrigo's flow.

Because all of the ductile iron pipe that was removed in the exposed areas of the station was degraded, we are recommending that it all be replaced. This would be done to the point that the ductile iron pipe transitions to PVC pipe approximately 30 feet from the vault location (buried). At this point, the pumped force main pipe is PVC which is not susceptible to this type of corrosion and should be in good condition. The material of the new pipe should be resistant to low pH in case that the flows from Perrigo continue to exhibit these characteristics.

The valves in the valve vault were recently inspected by Kennedy Industries and we understand that they also showed signs of degradation and should be replaced as part of this project. The pumps themselves have shown signs of degradation with their motors above the water line. The City has replaced these as needed and is planning to continue to monitor them, so no work is planned for the pumps as part of this project. In addition, there is a magnetic flow meter in the vault which may have had its liner and/or sensor compromised by the low pH water and should be replaced.

Furthermore, we conducted a site inspection with our structural engineer of the concrete in the wet well of the station and the main manhole feeding the station to determine if degradation has occurred there as well.

A detailed site report is attached to this letter. Based on this, we are recommending that minor crack repair and minor recoating be done on the wet well/structure concrete.

To perform the work recommended in this report, the station should be bypassed for a period of approximately two months. A temporary bypass pumping system can be installed to accomplish this.

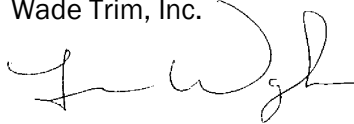
We have estimated the cost for this proposed work which is summarized below for your use.

<u>Item</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Demolition	1 LS	\$ 5,000	\$ 5,000
Replace Pipe (exposed)	80 LF	\$ 300	\$ 24,000
Replace Pipe (buried)	40 LF	\$ 500	\$ 20,000
Replace Valves/Meter	9 EA	\$ 4,000	\$ 36,000
Bypass Pumping	2 MO	\$20,000	\$ 40,000
Concrete Restoration	1 LS	\$20,000	\$ 20,000
Subtotal			\$145,000
Contractor General Conditions			<u>\$ 40,000</u>
Construction Total			<u>\$185,000</u>
Engineering and Contingency (35%)			<u>\$ 65,000</u>
Project Cost			<u>\$250,000</u>

We appreciate the opportunity to provide this report to the City. If you have any questions, please contact us.

Sincerely,

Wade Trim, Inc.



Trevor Wagenmaker, PE
Senior Project Manager

TW;rld
ALG2003.01F
Enclosure

DRAFT



Allegan Eastern Ave Lift Station

STRUCTURAL CONDITION ASSESSMENT REPORT

May 05, 2023



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APPENDICES

- Appendix A. Inspection Documentation
- Appendix B. Inspection Photographs

Acronyms	
WT	Wade Trim
TM	Technical Memo
CA	Condition Assessment
NDT	Non-destructive Testing
DT	Destructive Testing
RC	Reality Capture
IBC	International Building Code
MBC	Michigan Building Code
MRC	Michigan Rehabilitation Code
ACI	American Concrete Institute
SUAS	Small Unmanned Aerial System

EXECUTIVE SUMMARY

The Allegan Eastern Ave. Lift Station had previously reported their cement lined ductile pipes were developing holes and leaks. A structural condition assessment was requested for the lift station in its entirety. The coating present on the concrete was applied due to the industry that is present with the intent of further protecting the concrete. This is abnormal as other wet wells are not coated. A team mobilized to the site on April 12, 2023, to conduct the assessment and scan of the station. A scan was completed along with photographic documentation with the assessment being conducted at the same time.

Minor structural defects were identified during the assessment, but nothing causing immediate concern. Exposed reinforcing steel is present on the wall of the old wet well. Non-structural cracks occur on the walls of the sampling wet well and the old wet well. The lift station where the pumps are located is experiencing coating failure on the wall and base slab. Deterioration was only observed in the lift station and the other two structures were not noted to have coating failure. Overall, the facility was in good condition both structurally and aesthetically. There were no conditions or defects observed that represent an immediate concern to structural integrity.

1.0 FIELD INSPECTION

1.1 CODES, STANDARDS, AND REFERENCES

The following codes, standards, and references apply to the structural condition assessment of the Allegan Eastern Ave. Lift Station:

- 2015 Michigan Building Code (2015 IBC with Michigan Amendments, as adopted in April 2017)
- 2015 Michigan Rehabilitation Code for Existing Buildings (2015 IEBC with Michigan Amendments, as adopted in December 2016)
- ACI 201.1R Guide for Conducting a Visual Inspection of Concrete in Service
- ACI 228.2R Report on Non-destructive Test Methods for Evaluation of Concrete in Structures
- ACI 311.4R Guide for Concrete Inspection
- ACI 364.1R Guide for Evaluation of Concrete Structures before Rehabilitation
- ACI 546.3R Guide to Materials Selection for Concrete Repair

1.2 APPROACH

1.2.1 Visual and Non-Destructive Testing

The structural inspection included a visual survey of the major structural elements at the facility. Non-destructive test methods were used to evaluate the facility and identify the concrete's condition, structural cracks, spalls, delamination, and exposed reinforcing. These areas of deterioration were recorded on electronic structural survey report forms in a tablet-based environment, photographed, and mapped to identify their locations throughout the facility.

Non-destructive testing included sounding of concrete surfaces using a combination of sounding hammer, chain drag, and wheeled sounding tool to identify delaminated or unsound concrete. Soundings of the concrete surfaces of base slab, walls, and roof slab were performed at regular intervals to identify unsound areas and to map the extent of potential delamination.

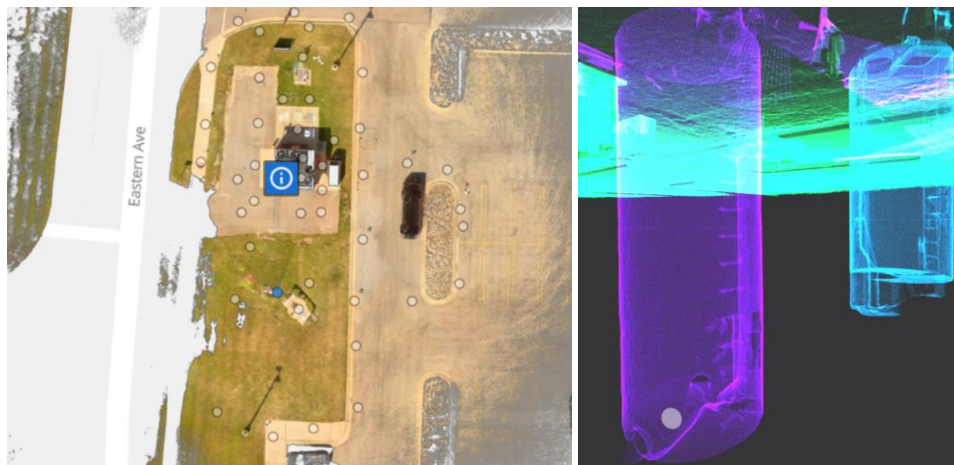
The team inspected and assessed the following facility components:

- Elevated Concrete Slabs
- Concrete Walls
- Concrete Base Slab
- Assembly Components (Bolts, Nuts, Washers)

As part of the visual inspection, the Team performed reality capture in which the Team scanned and collected point cloud data to and high-definition 360-degree panoramic imagery to produce a time-stamp representation of existing conditions. Small unmanned aerial systems (SUAS-aerial drones) were also utilized to assess the site from an overhead view. The data and panoramic imagery are

accessible via an immersive, navigable virtual environment. Access to this information is available via provided login credentials.

Figure 1-1: Reality Capture



1.2.2 Destructive Testing

Destructive testing was not planned as part of the condition assessment. Rather, the need for destructive testing was determined during the inspections. For this facility, destructive testing was not necessary. Since WT did not observe any severely degraded concrete or other defects that would suggest a need for further examination of the physical, chemical, or microstructural characteristics of the in-situ concrete, destructive testing was not requested.

2.0 SUMMARY OF INSPECTION FINDINGS

A summary of the observed structural defects for each of the Allegan Eastern Ave. Lift Station components are presented below. Refer to **Appendix A** for a detailed inspection documentation plan set.

2.1 SAMPLING WET WELL

A non-structural crack is present at the base of the wet well, to the right of the ladder. The crack propagates from the base of the wet well to the first horizontal joint.

2.2 OLD WET WELL

The northwest wall six feet above the base of the wet well has exposed reinforcing steel. The coating on the wall has some noticeable ribbing and a hammer was used to remove the coating on the wall and verify the reinforcing steel. An anchor bolt is also present to the west of the exposed steel with no protective coating.

2.3 LIFT STATION

The southwest corner of the pump chamber is experiencing coating failure. The wall in this location has the coating peeling away in two locations, allowing the fluids to penetrate and degrade the concrete. The base slab at the southwest corner has failed coating and the concrete has been exposed.

3.0 OBSERVED DEFECT QUANTITIES

The following tables summarize the quantities of observed defects and related rehabilitation methods that were documented at the Allegan Eastern Ave Lift Station. Each table represents a different structure.

Table 3-1 Sampling Wet Well Defects by Type

Defect Type	Quantity	Units
NON-STRUCTURAL CRACK REPAIR – LEAKING, <6' AF (LFT)	3	LFT

Table 3-2 Old Wet Well Defects by Type


Defect Type	Quantity	Units
EMBEDDED METALS CORROSION (EA)	1	EA
EXPOSED REBAR (SF)	6	SFT

Table 3-3 Lift Station Defects by Type

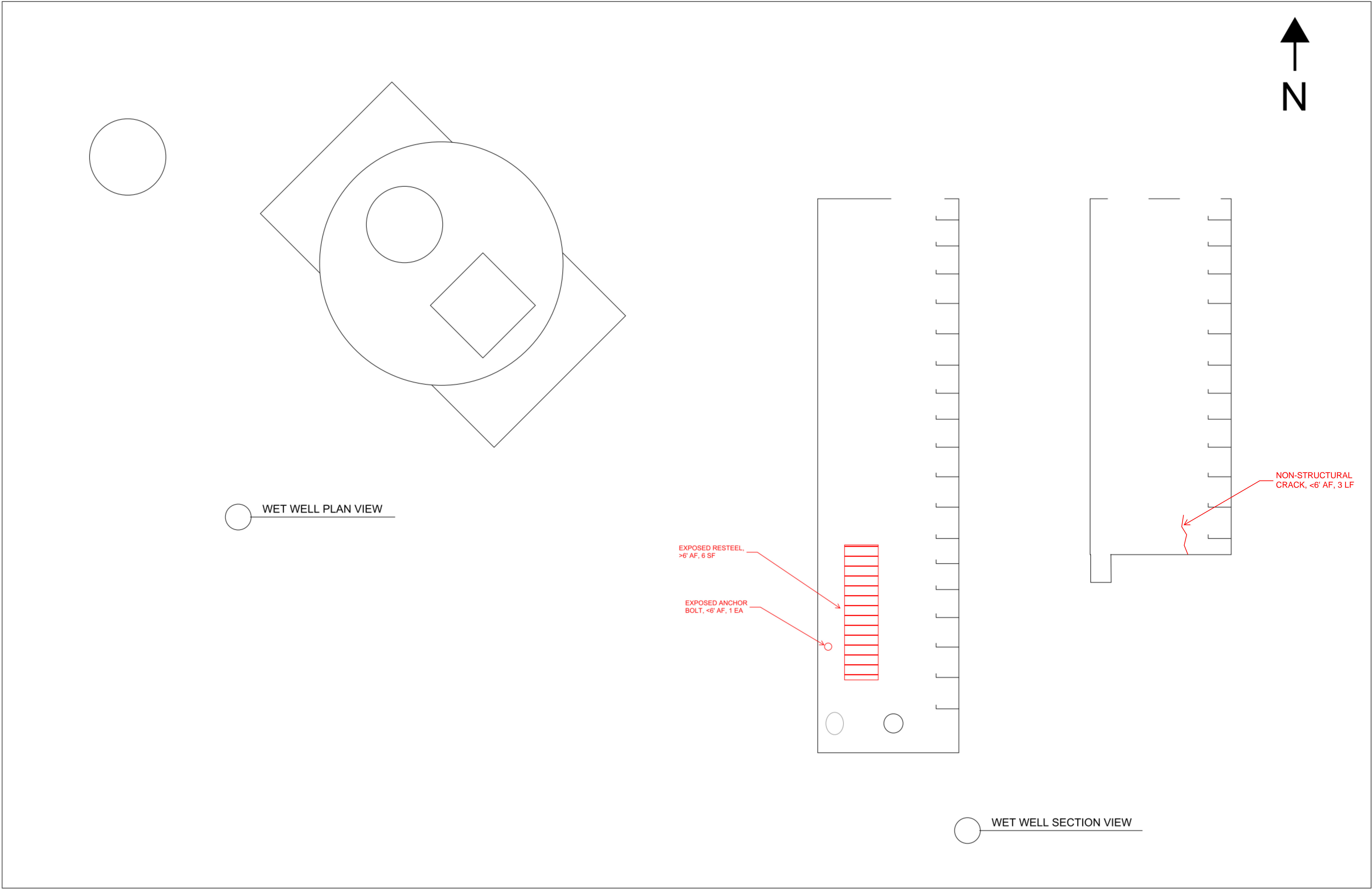
Defect Type	Quantity	Units
CONCRETE COATING FAILURE (SF)	5	SFT

4.0 RECOMMENDATIONS

This report summarizes the field condition assessment including observed distresses or deficiencies at this facility at the time the inspection was performed. Wade Trim is recommending the non-structural crack be injected and sealed to prevent any leaking into the surrounding soil. The exposed reinforcing steel and embedded metal shall be chipped back and exposed, cleaned, and coated with corrosion inhibitor to further protect the material from degradation and surrounding concrete from spalling. The existing coating is holding up well apart from the noted areas above. Those locations shall have the coating removed and replaced to protect the concrete underneath. A lump sum value of \$20,000 was calculated based on the observed defects and recommended repairs.



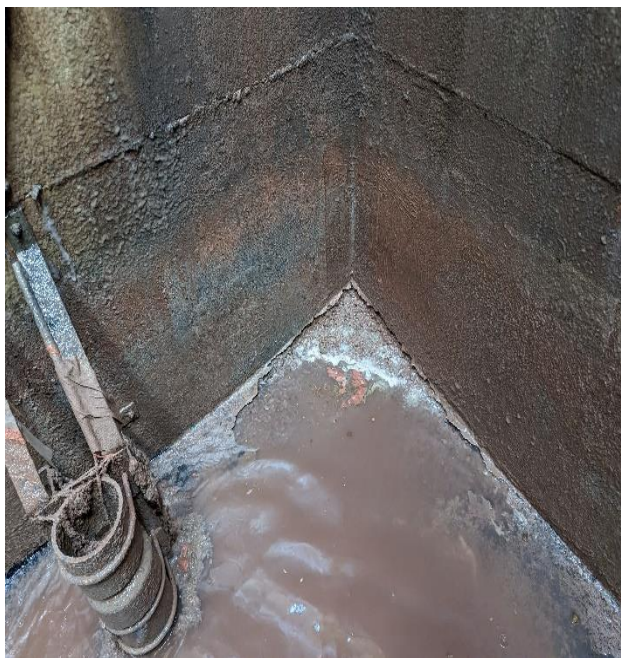
Appendix A. Inspection Documentation



WET WELL - PLANS AND SECTIONS
SCALE: NONE

CITY OF ALLEGAN EASTERN AVE LIFT STATION WET WELL - PLANS AND SECTIONS		500 Griswold Avenue, Suite 2500 Detroit, MI 48226 313.963.8800 www.wadetrin.com		WADE TRIM		REV#		DATE		DESCRIPTION		BY	
ISSUED FOR:		DATE:		BY:									
JOB NO. ALG2003-01F		SHEET S-103		© Wade Trim Group, Inc.									

Appendix B. Inspection Photographs



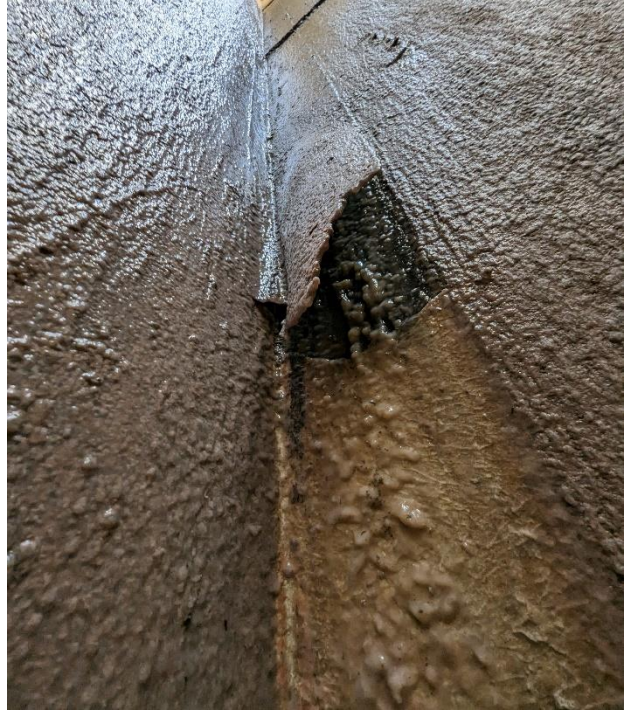
Lift Station - Failed Base Slab Coating



Lift Station - Failed Wall Coating



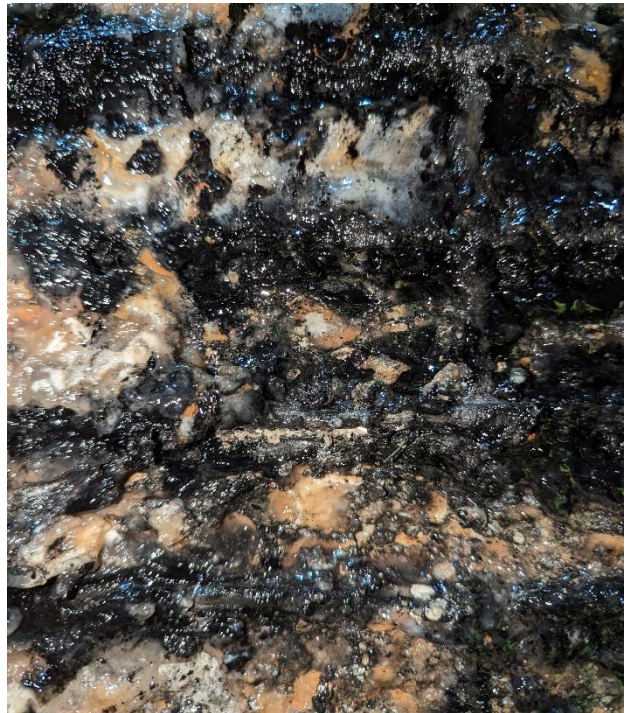
Lift Station - Protruding Coating Measurement



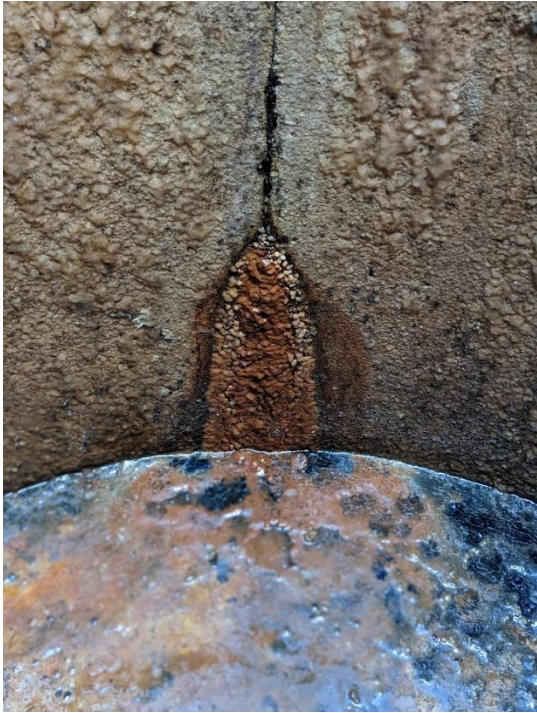
Lift Station - Protruding Coating



Old Wet Well - Exposed Anchor Bolt



Old Wet Well - Exposed Resteel



Sampling Wet Well – Non-Structural Crack

06/05/2023



City of Allegan
231 Trowbridge Street
Allegan, MI 49010
(269) 673-5511
(269) 686-5139

Purchase Requisition

Requested Date 06/05/2023

Purchase Requisition No 24-0710

Requested By DSweeris
Department 568

Preferred Vendor 6814
WADE TRIM, INC
Address 555 S SAGINAW STREET
SUITE 201
FLINT, MI 48502

Contract/Job #:

Req. Description: Engineering servcie Eastern Ave L.S.

Qty.	Description	GL Number	Unit Price	Amount
1	Design phase services	590-568-97900	19,000.00	19,000.00
1	Bidding assistance	590-568-97900	3,500.00	3,500.00
1	Construction phase services	590-568-97900	22,500.00	22,500.00

No - cost recovery **Total:** 45,000.00

Requested By: Doug Sweeris **Date** June 5, 2023

Finance Approval: _____ **Date** _____

CM/Council Approval: _____ **Date** _____

Notes:

This is for engineering services for the rehab of the Eastern Ave. lift station due to aggressive industrial discharge from Perrigo Co. This will cover design, bidding and construction phases of the project. All costs shall be recovered from the industrial user.

Summary of All Bids Received

Bidder Name

Bid Amount



City of Allegan
Department of Public Works
691 Airway Drive, Allegan, MI 49010
Phone: 269.686.1115

MEMORANDUM

TO: Allegan City Council
FROM: Doug Kadzban, Director of Public Works
REVIEWED BY: Joel Dye, City Manager
DATE: June 12, 2023

SUBJECT: Padgham Airport Turf Runway Abandonment

Action Requested: That the City Council approve abandoning the turf runway (RWY 15/33) at Padgham Field 35D.

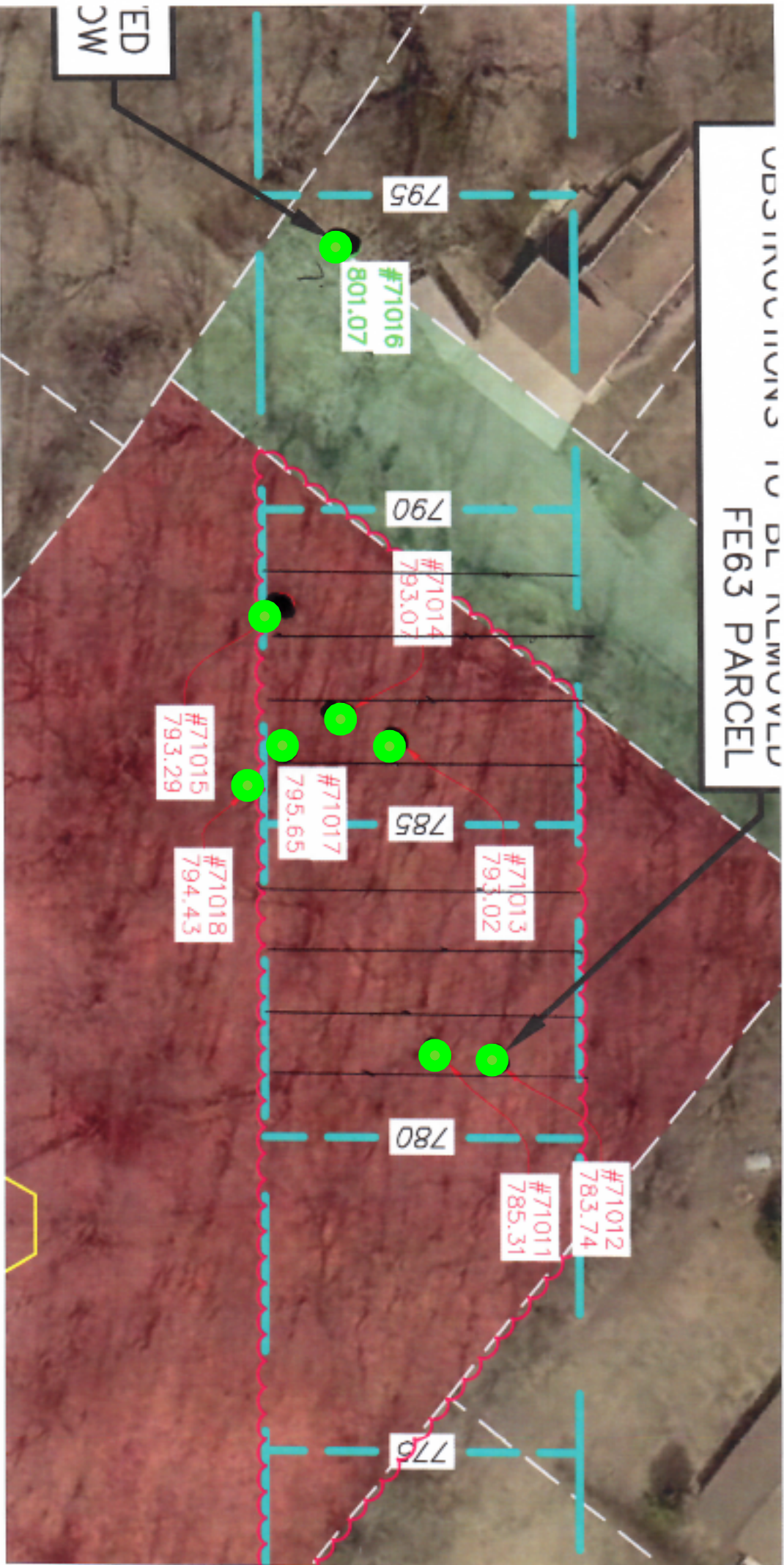
Background: As you are aware, Padgham Airport is currently operating under a Provisional License from the State based upon an inspection performed by MDOT. The inspection noted deficiencies in need of correction prior to the City receiving a Full license. The main deficiency included tree obstructions in the approach paths to the paved runway (RWY 11/29) and the turf runway (RWY 15/33). The trees intruding the paved runway have been removed by a contractor and the DPW. The trees on the south end of the turf runway were removed by the DPW. There are at least eight (8) trees on the north end of the turf runway situated on the Allegan Credit union parcel that remain too tall per a drone inspection performed by Prein & Newhof Engineering (PN), as can be seen on the attached map. The city does not have an easement on record to remove the trees and would need to go through the time and expense to purchase the easement. This time would extend the Temporary license and impact the capital improvement projects we have in the current Airport Capital Improvement Project (ACIP) list.

In recent conversation with MDOT, city staff learned that we can abandon the turf runway by placing a Notice to Airman (NOTAM), placing a visual X at either end, removing the yellow cones and signs, and update the Airport Layout Plan (ALP). Staff can perform the first three items, but PN would need to update the ALP for submitting to the State. The State would then notify the FAA of the closure.

At the May Airport Advisory Board meeting, a motion was made, seconded and approved to recommend the city council abandon the turf runway. In order to restore the airport license to Full status, staff recommends this abandonment.

Attachments: PN Drone Study Results
ACIP
May Airport Advisory Board Minutes

UBS INVOLUTIONS IN BL NEWBY
FE63 PARCEL



AIRPORT CAPITAL IMPROVEMENT PROGRAM (CIP) FY-2023 to FY-2027

Padgham Field - 35D

2023	Available Federal Grant Funds \$864,387 (\$564,387 Carryover from prior years)		
	Design: 8 Unit T-Hangar		\$55,000
	Crackseal Pavements		\$20,000
	Remark Pavements		\$10,000
	Construct: Sitework for T-Hangar		\$165,072
	Carryover \$639,322	(Local Share \$12,504)	Total \$250,072
2024	Available Grant Funds (NPE / BIL) \$939,322		
	Construct: 8 Unit T-Hangar		\$700,000
	AWOS A/V (Non-Federal)		\$150,000
	Design: Replace Hangar Doors Add Restroom to Existing Hangar		\$25,000
	Carryover \$151,822	(Local Share \$43,750)	Total \$875,000
2025	Available Grant Funds (NPE / BIL) \$451,822		
	Construct: Replace Hangar Doors Add Restroom to Existing Hangar		\$290,000
	Carryover \$190,822	(Local Share \$14,500)	Total \$290,000
2026	Available Grant Funds (NPE / BIL) \$490,822		
	Design: Animal Control Fencing (Phase I)		\$30,000
	Carryover \$463,822	(Local Share \$1,500)	Total \$30,000
2027	Available Grant Funds (NPE / BIL) \$613,822		
	Construct: Animal Control Fencing (Phase I)		\$399,000
	Carryover \$254,722	(Local Share \$19,950)	Total \$399,000

City Share:

T-Hangar Design	\$2,750.00
Construct Taxilane Design	8,253.60
Crackseal Pavement	1,000.00
Striping	500.00

TOTAL \$12,503.60



**City of Allegan
Airport Advisory Board
740 Grand Street
Allegan MI 49010
May 1, 2023 at 5:30PM**

MINUTES

- I. Call to Order: Chair Millin called the meeting to order at 5:31 p.m.
- II. Attendance:
- Members Present: Andy Millin - Chair, Jack Ephofen, Dennis Bennett and Craig Warren
Members Absent: Jason Apol – Vice Chair, Peter Hanse, Richard Guilifoil.
Bernie Sosnowski.
Others Present – Gerr Doult, Jon Van Duinen, P.E. of Prein & Newhof (PN)
- III. Approval of minutes from March 2023 meeting (April 2023 meeting was cancelled).
Motion by Andy, Supported by Dennis to approve the minutes of the March 2023 meeting. Passed unanimously.
- IV. Old Business:
- a. Airport tree update – PN Drone results, impact on turf runway and ACIP projects. PN drone results indicate at least eight trees are too tall and are interfering with the approach. Seven trees are located on the Allegan Credit Union (ACU) parcel, and we have no easement to trim or remove the trees. Jon and Doug discussed rotating the turf runway but could not find a suitable location that was not interfered with by tall trees. Jon mentioned there is not enough airport owned land to shift the runway southerly to gain the needed length. Current airport license status (provisional) does not allow us to proceed with ACIP projects. Discussion centered around vacating the turf runway. Ger suggested that we notify the tenants of the impending closure, should we close the turf runway. Jon indicated we are still receiving state funding for the airport, but with the provisional license, we are limited to the number of years we can postpone projects before funding is impacted. After further discussion, it was ***moved by Andy and Supported by Craig*** to **notify the City council that the board advises to close the turf runway due to compliance issues**, and to begin the process. Supported by all present.

Copies of the minutes of the Airport Advisory Board may be obtained at City Hall, 231 Trowbridge Street, Allegan, Michigan 49010. (269) 673-5511

V. New Business:

- a. Allegan Credit Union block party Saturday May 13, 2023. 1p to 4. With setup in the morning. NOTAM to be called in.

VI. Airport Manager Comments:

- a. Next meeting scheduled for Monday June 5, 2023.
- b. Hangar leases – Full occupancy as of 04/03/23. Andy mentioned he has vacated his hangar, and it was leased to another party. Andy will remain on the board and finish his term. **Thank you for your years of service, Andy.**
- c. Kadzban mentioned a neighboring parcel (outside the city limits) inquired about obtaining a through the fence easement to access the airport property. City opinion is to deny, and to allow construction on the airport property once turf runway is formally abandoned. Jon will verify if the request can be denied. More information from the adjoining property owner is needed – single hangar, t-hangar, location.

VII. Advisory Board Comments:

Dennis – asked about deer situation. Kadzban received information from the DNR, suggestions in that information are to have the deer cull coincide with a regular deer season.

Dennis gave an update on his proposal to install a self-contained jet fuel tank. It is a work in progress.

Dennis asked about rolling the turf around the sky dive tent area, and to restore the turf damaged by snow plowing. DPW will schedule.

Ger asked Jon how many hangars will be in the new building, 6 or 8. Unsure at this point in time, due to construction costs associated with new hangar construction.

Pavement Condition Index – contractor for MDOT-AERO will be in this Sunday 05/07/2023 to rate the asphalt surfaces. PCI relates to expected life expectancy of the asphalt surfaces.

Andy suggested it is time to survey other airports for rental rates, possibly adjust ours following the survey. He performed the last survey a few years ago.

VIII. Adjournment: ***Motion by Craig, Supported by Andy*** to adjourn at 6:25 p.m.



City of Allegan
Department of Public Works
691 Airway Drive, Allegan, MI 49010
Phone: 269.686.1115

MEMORANDUM

TO: Allegan City Council
FROM: Doug Kadzban, Director of Public Works
REVIEWED BY: Joel Dye, City Manager
DATE: June 12, 2023

SUBJECT: Padgham Airport Turf Runway Abandonment Engineering

Action Requested: That the City Council approve using Prein & Newhof Engineering, Inc. of Holland, for engineering services to abandon the turf runway in the estimated amount of \$7,000.00 and authorize a budget amendment in the amount of \$7,000.00 to account 101-595-93193 *Runway Maintenance*.

Background: As you are aware, Padgham Airport is currently operating under a Provisional License from the State based upon an inspection performed by MDOT, and this provisional license is holding us up from proceeding with capital improvement projects.

Staff recently participated in a virtual meeting with MDOT regarding abandoning the turf runway by placing a Notice to Airman (NOTAM), placing a visual X at either end, removing the yellow cones and signs, and update the Airport Layout Plan (ALP). Staff can perform the first three items, but PN would need to update the ALP for submitting to the State. The State would then notify the FAA of the closure.

PN has worked satisfactorily in this capacity for the City on prior airport projects, and staff recommends this contractor.

Attachments: PN Proposal
Purchase Order

May 25, 2023

Sent via email: dkadzban@cityofallegan.org

Mr. Doug Kadzban
City of Allegan

RE: Padgham Field (35D) Turf Runway Closure

Dear Mr. Kadzban,

Thank you for the opportunity to submit a proposal to perform the services needed for the closure of the turf Runway 15/33 at the Padgham Field Airport. The proposal is based on our email correspondence, phone communications with airport staff and MDOT Aero. Our proposal includes the following work:

SCOPE OF SERVICES

1. Update the existing Airport Layout Plan to remove Runway 15/33 from all plan sheets and add future hangar layout in the former turf runway area.
2. Coordinate with MDOT for submittal of the updated ALP to FAA through OEAAA.
3. One onsite meeting is planned to review the draft ALP.

PROFESSIONAL FEES

Based on the scope of services outlined herein, we anticipate a time and materials contract with a not-to-exceed value of \$7,000.00.

SCHEDULE

Once our contract is authorized, we anticipate that we can prepare a draft of the updated ALP, ready for review within 6 weeks, at which point a draft will be sent to MDOT and the airport for review. We would address comments, if any, within 2 weeks of the draft review meeting. Final versions of the revised ALP sheets showing where standards are not currently met will be submitted to MDOT for their submittal to the FAA.

A copy of our standard terms and conditions is attached. If this proposal meets with your approval, please sign and return the Professional Services Agreement as authorization to proceed. If you have any questions, please contact our office.

Mr. Doug Kadzban
May 25, 2023
Page 2

Sincerely,

Prein&Newhof



Jon Van Duinen
Project Manager



Christopher J. Cruickshank
Preincipal-In-Charge

Enclosure(s): Professional Services Agreement
Prein&Newhof Standard Terms & Conditions (Pages 1- 3 of 3).
Rate Schedule

Professional Services Agreement

This Professional Services Agreement is made this ____ day of _____, 2023 (“Agreement”) by and between Prein & Newhof, Inc. (“P&N”), of 3355 Evergreen Drive NE, Grand Rapids MI 49525, and the City of Allegan (“Client”), of 231 Trowbridge St, Allegan, MI 49010.

WHEREAS Client intends to:

obtain Professional Engineering Services for the **Turf Runway Closure** at Padgham Field.

NOW THEREFORE, for and in consideration of the terms and conditions contained herein, the parties agree as follows:

ARTICLE 1 – DESIGNATED REPRESENTATIVES

Client and P&N each designate the following individuals as their representatives with respect to the Project.

For Client

Name: Mr. Doug Kadzban
Phone Number: 269.686.1115
E-Mail Address: dkadzban@cityofallegan.org

For P&N

Name: Jonathan Van Duinen
Phone Number: 616-499-3104
E-Mail Address: jvanduinen@preinnewhof.com

ARTICLE 2 – GENERAL CONDITIONS

This Agreement consists of this Professional Services Agreement and the following documents which by this reference are incorporated into and made a part of this Agreement.

- ☒ P&N Standard Terms and Conditions for Professional Services
- ☒ P&N Padgham Field Turf Runway Closure Proposal dated, May 25, 2023
- ☒ P&N Standard Rate Schedule
- ☐ P&N Supplemental Terms and Conditions
- ☐ Other:

ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

Client hereby requests, and P&N hereby agrees to provide, the following services:

- ☒ P&N Padgham Field Turf Runway Closure Scope of Services per Proposal dated, May 25, 2023
- ☐ Scope of Services defined as follows:

ARTICLE 4 – COMPENSATION:

- ☐ Lump Sum for Services Described in Article 3 above - \$.
Additional services to be billed per P&N's Standard Rate Schedule in effect on the date the additional service are performed.
- ☐ Hourly Billing Rates plus Reimbursable Expenses per P&N's Standard Rate Schedule in effect on the date services are performed.
- ☒ Other: Hourly Billing Rates plus Reimbursable Expenses per P&N's Standard Rate Schedule in effect on the date services are performed, not to exceed \$7,000.00.

ARTICLE 5 – ADDITIONAL TERMS (If any)

NONE

This Agreement constitutes the entire Agreement between P&N and Client and supersedes all prior written or oral understandings. This Agreement may not be altered, modified or amended, except in writing properly executed by authorized representatives of P&N and Client.

Accepted for:

Prein&Newhof, Inc.

By: _____

Printed Name: Christopher Cruickshank

Title: Corporate Secretary

Date: _____

Accepted for:

City of Allegan

By: _____

Printed Name: _____

Title: _____

Date: _____

Current Fee Schedule

Prein&Newhof bills for each hour spent on a project at the hourly rate of the employees assigned. Mileage is charged at \$0.65 per mile. Direct expenses and sub-consultant costs are billed at invoice plus a 10% handling charge.

Identified below are the hourly rates for various employee classifications:

Employee Classification	Hourly Billing Rate*
Senior Consultant	\$200
Senior Project Manager II	\$185
Senior Project Manager	\$170
Project Manager, Senior Engineer III, Landscape Architect III, Senior Technician V	\$155
Senior Engineer II, Geologist, Lab Manager, Senior Technician IV	\$145
Senior Engineer, Landscape Architect II, Surveyor II, Senior Technician III	\$136
Engineer II, Senior Technician II, Senior Office Technician	\$128
Engineer, Surveyor, Senior Construction Observer, Senior Technician	\$118
Landscape Architect, Construction Observer II, Technician IV	\$108
Construction Observer, Technician III, Lab Technician, Office Technician	\$99
Technician II	\$87
Technician	\$74

*Hourly rates are typically adjusted yearly.

NOTE: Includes overhead, fringe benefits and profit; effective January, 2023.

Standard Terms & Conditions

- A. General** - As used in this Prein&Newhof Standard Terms and Conditions for Professional Services (hereinafter “Terms and Conditions”), unless the context otherwise indicates: the term “Agreement” means the Professional Services Agreement inclusive of all documents incorporated by reference including but not limited to this P&N Standard Terms and Conditions for Professional Services; the term “Engineer” refers to Prein & Newhof, Inc.; and the term “Client” refers to the other party to the Professional Services Agreement.

These Terms and Conditions shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan.

- B. Standard of Care** - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer’s profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.
- C. Disclaimer of Warranties** - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.
- D. Construction/Field Observation** - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.
- E. Construction Means and Methods** - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.
- F. Opinions of Probable Costs** - Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer’s opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.
- G. Client Responsibilities**
1. Client shall provide all criteria, Client Standards, and full information as to the requirements necessary for Engineer to provide the professional services. Client shall designate in writing a person with authority to act on Client’s behalf on all matters related to the Engineer’s services. Client shall assume all responsibility for interpretation of contract documents and construction observation/field observation during times when Engineer has not been contracted to provide such services and shall waive any and all claims against Engineer that may be connected thereto.
 2. In the event the project site is not owned by the Client, the Client must obtain all necessary permission for Engineer to enter and conduct investigations on the project site. It is assumed that the Client possesses all necessary permits and licenses required for conducting the scope of services. Access negotiations may be performed at additional costs. Engineer will take reasonable precaution to minimize damage to land and structures with field equipment. Client assumes responsibility for all costs associated with protection and restoration of project site to conditions existing prior to Engineer’s performance of services.
 3. The Client, on behalf of all owners of the subject project site, hereby grants permission to the Engineer to utilize a small unmanned aerial system (sUAS) for purposes of aerial mapping data acquisition. The Client is responsible to provide required notifications to the property owners of the subject project site and affected properties where the sUAS services will be performed. The Engineer will operate the sUAS in accordance with applicable State and Federal Laws.
- H. Hazardous or Contaminated Materials/Conditions**
1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.
 2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer’s services. Client agrees to compensate Engineer for any costs incident to the discovery of said Materials/Conditions.
 3. Client acknowledges that Engineer cannot guarantee that contaminants do not exist at a project site. Similarly, a site

which is in fact unaffected by contaminants at the time of Engineer's surface or subsurface exploration may later, due to natural phenomena or human intervention, become contaminated. The Client waives any claim against Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claims or liability for injury or loss in the event that Engineer does not detect the presence of contaminants through techniques commonly employed.

4. The Client recognizes that although Engineer is required by the nature of the services to have an understanding of the laws pertaining to environmental issues, Engineer cannot offer legal advice to the Client. Engineer urges that the Client seek legal assistance from a qualified attorney when such assistance is required. Furthermore, the Client is cautioned to not construe or assume that any representations made by Engineer in written or conversational settings constitute a legal representation of environmental law or practice.
5. Unless otherwise agreed to in writing, the scope of services does not include the analysis, characterization or disposal of wastes generated during investigation procedures. Should such wastes be generated during this investigation, the Client will contract directly with a qualified waste hauler and disposal facility.

I. Underground Utilities – To the extent that the Engineer, in performing its services, may impact underground utilities, Engineer shall make a reasonable effort to contact the owners of identified underground utilities that may be affected by the services for which Engineer has been contracted, including contacting the appropriate underground utility locating entities and reviewing utility drawings provided by others. Engineer will take reasonable precautions to avoid damage or injury to **underground** utilities and other underground structures. Client agrees to hold Engineer harmless for any damages to below ground utilities and structures not brought to Engineers attention and/or accurately shown or described on documents provided to Engineer.

J. Insurance

1. Engineer will maintain insurance for professional liability, general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Engineer. Client will maintain insurance for general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Client. Upon request, Client and Engineer shall each deliver certificates of insurance to the other evidencing their coverages.
2. Client shall require Contractors to purchase and maintain commercial general liability insurance and other insurance as specified in project contract documents. Client shall cause Engineer, Engineer's consultants, employees, and agents to be listed as additional insureds with respect to any Client or Contractor insurances related to projects for which Engineer provides services. Client agrees and must have Contractors agree to have their insurers endorse these policies to reflect that, in the event of payment of any loss or damages, subrogation rights under these Terms and Conditions are hereby waived by the insurer with respect to claims against Engineer.

K. Limitation of Liability - The total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, whether jointly, severally or individually, to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever, arising out of, resulting from, or in any way related to the Project or the Agreement, including but not limited to the performance of services under the Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, expressed or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, consultants, or any of them, shall not exceed the amount of the compensation paid to Engineer under this Agreement, or the sum of fifty thousand dollars and no cents (\$50,000.00), whichever is less. Recoverable damages shall be limited to those that are direct damages. Engineer shall not be responsible for or held liable for special, indirect or consequential losses or damages, including but not limited to loss of use of equipment or facility, and loss of profits or revenue.

Client acknowledges that Engineer is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Engineer, in the execution or performance of the Agreement, shall be made against Engineer and not against such director, officer, or employee.

L. Documents and Data

1. All documents prepared or furnished by Engineer under the Agreement are Engineer's instruments of service, and are and shall remain the property of Engineer.
2. Hard copies of any documents provided by Engineer shall control over documents furnished in electronic format. Client recognizes that data provided in electronic format can be corrupted or modified by the Client or others, unintentionally or otherwise. Consequently, the use of any data, conclusions or information obtained or derived from electronic media provided by Engineer will be at the Client's sole risk and without any liability, risk or legal exposure to Engineer, its employees, officers or consultants.
3. Any extrapolations, conclusions or assumptions derived by the Client or others from the data provided to the Client, either in hard copy or electronic format, will be at the Client's sole risk and full legal responsibility.

- M. Differing Site Conditions** - Client recognizes that actual site conditions may vary from the assumed site conditions or test locations used by Engineer as the basis of its design. Consequently, Engineer does not guarantee or warrant that actual site conditions will not vary from those used as the basis of Engineer's design, interpretations and recommendations. Engineer is not responsible for any costs or delays attributable to differing site conditions. .
- N. Terms of Payment** - Unless alternate terms are included in the Agreement, Client will be invoiced on a monthly basis until the completion of the **Project**. All monthly invoices are payable within 30 days of the date of the invoice. Should full payment of any invoice not be received within 30 days, the amount due shall bear a service charge of 1.5 percent per month or 18 percent per year plus the cost of collection, including reasonable attorney's fees. If Client has any objections to any invoice submitted by Engineer, Client must so advise Engineer in writing within fourteen (14) days of receipt of the invoice. Unless otherwise agreed, Engineer shall invoice Client based on hourly billing rates and direct costs current at the time of service performance. Outside costs such as, but not limited to, equipment, meals, lodging, fees, and subconsultants shall be actual costs plus 10 percent. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any services in the event payment has not been made on a current basis.
- O. Termination** - Either party may terminate services, either in part or in whole, by providing 10 calendar days written notice thereof to the other party. In such an event, Client shall pay Engineer for all services performed prior to receipt of such notice of **termination**, including reimbursable expenses, and for any shut-down costs incurred. Shut-down costs may, at Engineer's discretion, include expenses incurred for completion of analysis and records necessary to document Engineer's files and to protect its professional reputation.
- P. Severability and Waiver of Provisions** - Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and P&N, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable **provision** that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.
- Q. Dispute Resolution** - If a dispute arises between the parties relating to the Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:
1. Prior to commencing a lawsuit, the parties must attempt mediation to resolve any dispute. The parties will jointly appoint a mutually acceptable person not affiliated with either of the parties to act as mediator. If the parties are unable to agree on the mediator within twenty (20) calendar days, they shall seek assistance in such regard from the Circuit Court of the State and County wherein the Project is located, who shall appoint a mediator. Each party shall be responsible for paying all costs and expenses incurred by it, but shall split equally the fees and expenses of the mediator. The mediation shall proceed in accordance with the procedures established by the mediator.
 2. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days' written notice to the other party, either party may pursue any other available remedy.
 3. In the event of any litigation arising from the Agreement, including without limitation any action to enforce or interpret any terms or conditions or performance of services under the Agreement, Engineer and Client agree that such action will be brought in the District or Circuit Court for the County of Kent, State of Michigan (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Western District of Michigan), and the parties hereby submit to the exclusive jurisdiction of said court.
- R. Force Majeure** - Engineer shall not be liable for any loss or damage due to failure or delay in rendering any services called for under the Agreement resulting from any cause beyond Engineer's reasonable control.
- S. Assignment** - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
- T. Modification** - The Agreement may not be modified except in writing signed by the party against whom a modification is sought to be enforced.
- U. Survival** - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason.
- V. Third-Party Beneficiary** - Client and Engineer agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by a third party.
- W. Fee Escalation** - Engineer's fees are based on its billing rates, which are adjusted annually. For multi-year projects, Engineer's fees incorporate an estimate of future billing rates. If inflation causes actual billing rates to exceed these estimates, Engineer reserves the right to adjust its fees accordingly.

06/05/2023



City of Allegan
231 Trowbridge Street
Allegan, MI 49010
(269) 673-5511
(269) 686-5139

Purchase Requisition

Requested Date 06/05/2023

Purchase Requisition No 24-0711

Requested By dkadzban
Department 266

Preferred Vendor 000732
PREIN & NEWHOF, INC.
Address 3355 EVERGREEN DRIVE N.E.

Contract/Job #: GRAND RAPIDS, MI 49525
Req. Description: Engineering for abandoning turf runway

Qty.	Description	GL Number	Unit Price	Amount
1	Engineerng fees to abandon Turf Runway	101-595-93193	7,000.00	7,000.00

Total: 7,000.00

Requested By: _____ **Date** _____

Finance Approval: _____ **Date** _____

CM/Council Approval: _____ **Date** _____

Notes:

Will require budget amendment of \$7,000.00 upon council approval.

Summary of All Bids Received

Bidder Name

Bid Amount



City of Allegan
City Manager's Office
269.673.5511
231 Trowbridge Street
Allegan, MI 49010

MEMORANDUM

TO: Allegan City Council
FROM: Joel Dye, City Manager
REVIEWED BY: N/A
DATE: June 12, 2023

SUBJECT: Approval of an easement with Michigan Gas Utilities Corporation to install the necessary equipment for transmitting gas along Riverfront Park in Downtown Allegan.

Action Requested:

It is requested that the City Council approve an easement with Michigan Gas Utilities Corporation to install the necessary equipment for transmitting gas along Riverfront Park in Downtown Allegan.

Background:

Michigan Gas Utilities Corporation is planning to install new gas mains along Riverfront Park to serve the properties in that general area. They need an easement from the city to install these gas mains this year. We would like them to install these gas mains this year when we are doing this construction.

Attachment(s):

Easement with Michigan Gas

GAS EASEMENT/MICHIGAN

3309155 MGUC

THIS INDENTURE, made this _____ day of _____,

_____, between **City of Allegan**, 231 Trowbridge St, Allegan, MI 49010 hereinafter called "Grantor" for One and no/100 dollar (\$1.00) (exempt from transfer tax by reason of MCLA 207.526(a) and 207.505(a) paid by MICHIGAN GAS UTILITIES CORPORATION, a Delaware Corporation, 899 South Telegraph Road, Monroe, MI 48161, its successors and assigns and hereinafter called

"Grantee", receipt whereof is hereby acknowledged, does hereby grant unto said Grantee, its successors and assigns, the perpetual right, permission, authority, privilege and easement, to construct, install, operate, maintain, remove, and replace necessary and usual appurtenant equipment, all for the purpose of transmitting gas upon, over, across, within, and/or beneath certain easement areas as shown below, or on attached Exhibit "A", on land owned by said Grantor in **City of Allegan, County of Allegan, State of Michigan** described as follows:

Return to:

Michigan Gas Utilities Corporation
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Parcel Identification Number (PIN)
51-305-009-01

Part of the Parcel described in the attached **Exhibit "B"**, being part of the Northeast Quarter of the Southwest Quarter (NE 1/4-SW 1/4) of Section 28, Township 2 North, Range 13 West, **City of Allegan, County of Allegan, State of Michigan**, **as shown on the attached Exhibit "A"**.

The Grantee shall have the right to go upon the Grantor's property outside of the easement area for the purpose of gaining access to the easement area in the event direct access to the easement area is not possible. Grantee shall notify the Grantor, when possible, before going upon the Grantor's property, except in the event of an emergency.

The Grantee shall refill any trenches in which said gas lines are laid, promptly and properly tamp the same and restore the surface of the ground and if the Grantee shall at any future time open said trenches for the purpose of repairing, renewing, or removing said gas lines, it will, as soon as said work is done, restore the surface of the ground, and that all work performed by the Grantee on said land will be performed in a proper workmanlike manner, and that during the progress of the work, the Grantee will properly safeguard said trench.

The Grantee shall have the right to control all brush and trees within the easement area by cutting, trimming and/or other means as determined by the Grantee which in its judgement may interfere with or endanger said gas facilities.

The Grantor further grants to the Grantee, its successors and assigns, the perpetual right, privilege and easement to enter upon said strip of land for the purpose of laying, patrolling, repairing, renewing or removing the said facilities.

The Grantor agrees that it will not construct any improvements, including buildings, concrete structures, or other objects, or change the grade more than four (4) inches over any gas lines without first securing the prior written consent of the Grantee. This agreement is to insure the conformance of the use of the easement with the Michigan Gas Safety Code and the Grantee's construction standards. The said Grantor further agrees that all costs incurred through the relocation of said facilities to avoid such buildings, concrete structures, or other objects or to obtain proper depth of land cover shall be borne by the Grantor.

The covenants herein contained shall bind the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed in its corporate name by its proper officers duly authorized and its corporate seal to be hereunto affixed the day and year first above written.

City of Allegan

Corporate Name

Sign Name

Print name & title

Sign Name

Print name & title

STATE OF _____)
COUNTY OF _____)SS

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____

City of Allegan, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name _____
Print Name _____

Notary Public, State of _____
My Commission expires: _____

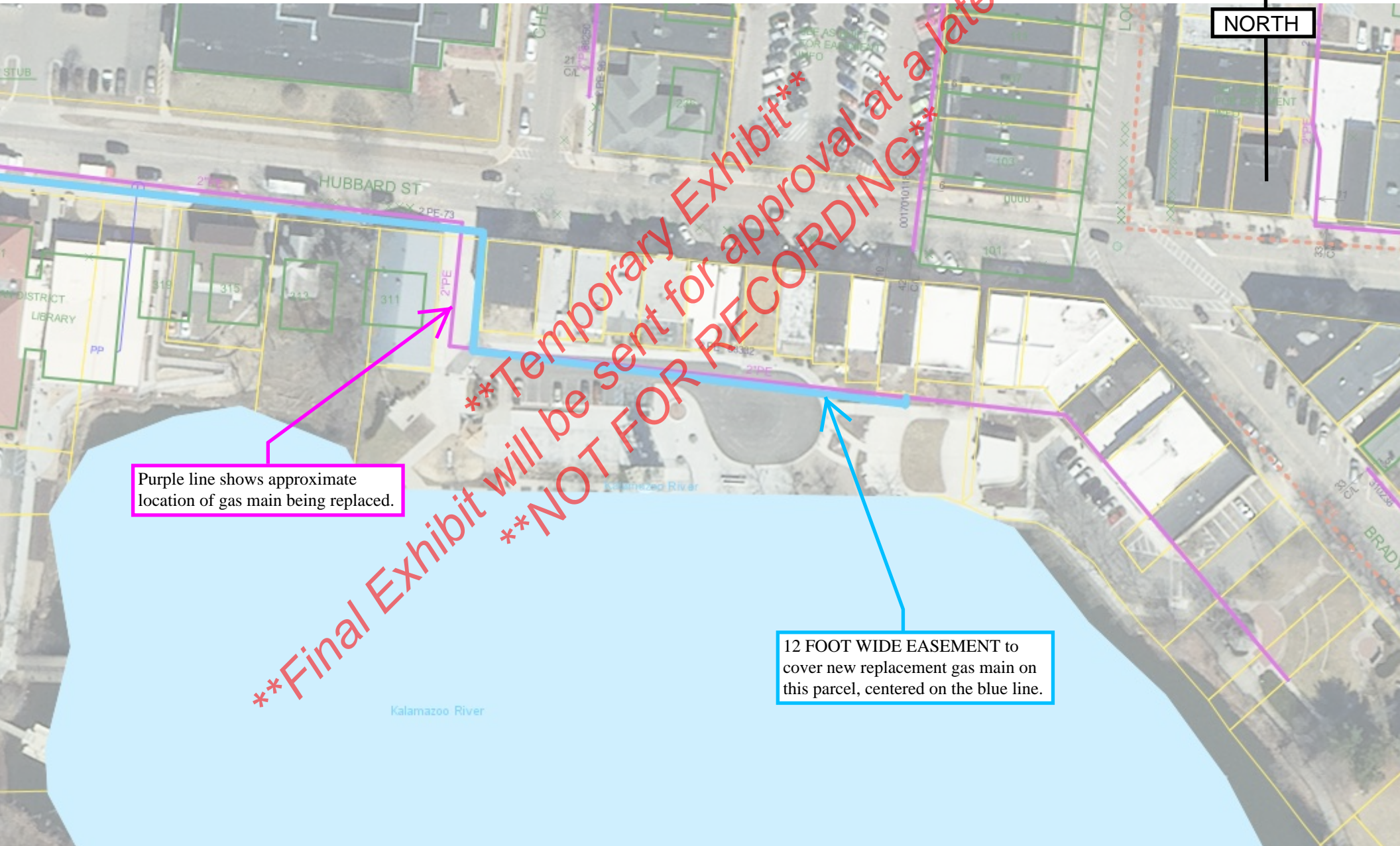
This instrument drafted by: Erin Jolivette

MICHIGAN GAS UTILITIES CORPORATION
2830 S. Ashland Avenue, Green Bay, Wisconsin, 54304

Date	County	Municipality	Site Address	Parcel Identification Number
June 6, 2023	Allegan	City of Allegan	135 Brady St	51-305-009-01
Real Estate Easement No.	MGU District	WR#	WR Type	I/O
3309155	Otsego-92	3369877	GMAP	21150055GC

TEMPORARY EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY



Purple line shows approximate location of gas main being replaced.

12 FOOT WIDE EASEMENT to cover new replacement gas main on this parcel, centered on the blue line.

EXHIBIT "B"

Property Description from Allegan County

Parcel Identification Number: **51-305-009-01**

NLY 1/2 MEASURED ALONG BRADY ST OF LOT 288 ALSO SLY 1/2 MEASURED ALONG BRADY ST OF LOT 289 EX COM INT OF BRIDGE ST & BRADY ST TH N 39DEG39'20" W ON CEN LN OF BRADY ST 384.23' TO EXTENSION OF SLY LN OF LOT 289 O.P. OF THE VILLAGE (NOW CITY) OF ALLEGAN TH S 50DEG20'40" W 33' TO ELY MOST COR LOT 289 & POB TH CONT S 50DEG20'40" W 79.9' TH N 39DEG39'20" W 25' TH N 50DEG20'40" E 79.9' TH S 39DEG39'20" E 25' TO POB ALSO COM SWLY COR LOT 289 TH N 36 DEG 56' W 26.3' FOR PL OF BEG TH N 36 DEG 56' W 24.6' TO N LOT LIN TH NELY ALG N LIN LOT 289 65.5' TH S 36 DEG 56' E 24.6' TH WLY PPL TO LOT LIN TO POB ALSO LOT 290 EX THE E'LY 79.5' ALSO 134A & 135A LOT 291 EX THE NLY 79.5' ALSO COM AT A PT ON LOT LIN 292 & 291, 79.5' FROM THE NE COR OF LOT 292 TH N 36 DEG 56' W 20' TH N 80 DEG 35' W 20' TH S 9 DEG 25' W TO SD LOT LIN 292 & 291, TH N 53 DEG 4' E ALG SD LOT LIN TO POB ALSO WLY 40' OF LOT 292 EX THE NLY 70.5' ALSO ELY 28' OF W 75' LOT 292 EX NLY 71.5' ELY 1/2 LOT 293 EX W 6 IN ALSO EX NLY 82.5' ALSO W 1/2 LOT 293 ALSO W 6 IN OF E 1/2 LOT 293 EX NLY 76' ALSO WLY 1/2 LOT 294 EX NLY 63' ALSO ELY 1/2 LOT 294 EX NLY 65' ALSO W 2.5' OF LOT 295 ALSO E 17.5' OF LOT 296 EX NLY 65' ALSO ELY 1/2 LOT 295 EX THE NLY 59.5' ALSO E 22.5' OF W 1/2 LOT 295 EX NLY 58.5' ALSO W 32.5' OF LOT 296 EX NLY 65.5' ALSO ELY 1/2 LOT 297 EX NLY 58.5' ALSO W 1/2 LOT 297 EX NLY 65.5' ALSO ELY 1/2 OF LOT 298 EX THE NLY 70.5' ALSO W 1/2 LOT 298 EX NLY 65.5' ALSO W 31' OF LOT 299 EX THE S 5' OF N 70.5' OF E 2.2' OF W 1/2 OF LOT 298 ALSO LOT 300 EX NLY 96.5' O. P. SEC 28 (2021) SPLIT/COMBINED ON 12/09/2020 FROM 51-305-009-00, 51-305-010-01, 51-305-012-00, 51-305-014-00, 51-305-015-50, 51-305-018-00, 51-305-020-00, 51-305-022-00, 51-305-024-00, 51-305-026-00, 51-305-028-00, 51-305-030-00, 51-305-032-00, 51-305-034-00, 51-305-036-00, 51-305-038-00, 51-305-040-00, 51-305-042-00, 51-305-044-00, 51-305-046-00, 51-305-048-00, 51-305-050-00;



City of Allegan
City Manager's Office
269.673.5511
231 Trowbridge Street
Allegan, MI 49010

MEMORANDUM

TO: Allegan City Council
FROM: Joel Dye, City Manager
REVIEWED BY: N/A
DATE: June 12, 2023

SUBJECT: Adoption of Resolution 23.22 to Approve a SPARK Grant Application for the Trestle Trail Bridge Renovation Project.

Action Requested:

It is requested that the City Council adopt Resolution 23.22 to approve a SPARK Grant Application for the Trestle Trail Bridge Renovation Project.

Background:

Last year, the City Council closed the Trestle Trail Bridge due to its unsafe conditions. Over the past year, staff have engaged our County Commissioner, Scott Beltman to find a solution to replacing the bridge. During this time staff has developed a rough estimate of \$1.3 million to remove the current structure and install a 12-foot wide by 70-foot-long multiuse clear span bridge. This bridge will be able to accommodate pedestrians, golf carts and off-road vehicles.

Through our conversations with the State of Michigan we were encouraged to apply for a SPARK Grant. This is a competitive grant. To be competitive, we have secured letters of support from both of our state representatives, the local ORV group, a local trails group, amongst others. We also propose to contribute more than \$300,000 to this project.

Attachment(s):

Resolution 23.22



**CITY OF ALLEGAN
COUNTY OF ALLEGAN, STATE OF MICHIGAN
A RESOLUTION TO APPROVE THE SPARK GRANT APPLICATION
FOR THE TRESTLE BRIDGE RENOVATION PROJECT
RESOLUTION 23.22**

WHEREAS, the City of Allegan supports the submission of an application titled “Trestle Bridge Renovation Project” to the Spark Grant program for renovation of the bridge located at Jaycee Park in Allegan, Michigan; and,

WHEREAS, the location of the proposed project is within the jurisdiction of the City of Allegan; and,

WHEREAS, the proposed project, if completed, will be a benefit to the community; and,

WHEREAS, the City of Allegan is hereby making a financial commitment to the project in the amount of \$300,000 matching funds, in cash and/or force account; and,

NOW THEREFORE, BE IT RESOLVED that the City of Allegan hereby authorizes submission of a Spark Application for \$1,000,000, and further resolves to make available its financial obligation amount of \$300,000 (23%) of a total \$1,300,000 project cost, during the 2023-2024 fiscal year.

AYES:

NAYES:

ABSENT:

MOTION APPROVED.

I HEREBY CERTIFY, that the foregoing is a Resolution duly made and passed by the City Council of the City of Allegan at their regular meeting held on June 12, 2023, at 7:00 p.m. in 231 Trowbridge Street, Allegan, MI 49010, with a quorum present.

Michaela Kleehammer, Clerk

Date



City of Allegan
Department of Public Works
691 Airway Drive, Allegan, MI 49010
Phone: 269.686.1115

MEMORANDUM

TO: Allegan City Council
FROM: Doug Kadzban, Director of Public Works
REVIEWED BY: Joel Dye, City Manager
DATE: June 8, 2023

SUBJECT: Adoption of Resolution 23.23 approving the submission of a TEDF - B Grant Application to the Michigan Department of Transportation.

Action Requested

That the City Council adopt Resolution 23.23 approving the submission of a TEDF - B Grant Application to the Michigan Department of Transportation for improvements to Chestnut Street, Weeks Street and Padgham Drive in the grant amount of \$190,930.00.

Background

On behalf of the City of Allegan, Abonmarche Consultants is applying for a TEDF – B grant for improvements to Chestnut Street, Weeks Street and Padgham Street. The matching grant amount applied for is \$190,390.00.

Abonmarche has provided a grant resolution which is attached for your review.

City staff recommends adopting this resolution allowing the grant application process to continue in order to meet the June 15, 2023, application deadline. If awarded, the funding is for State of Michigan's FY 2025.

Attachments

Resolution 23.23



**CITY OF ALLEGAN
RESOLUTION NO. 23.23**

**A RESOLUTION TO ESTABLISH A REQUEST FOR FUNDING, DESIGNATE AN AGENT, ATTEST TO THE
EXISTENCE OF FUNDS AND COMMIT TO IMPLEMENTING A MAINTENANCE PROGRAM FOR THE CITY OF
ALLEGAN CHESTNUT STREET, WEEKS STREET & PADGHAM DRIVE PROJECT FUNDED BY THE
TRANSPORTATION ECONOMIC DEVELOPMENT FUND CATEGORY B PROGRAM**

Minutes of a regular meeting of the City of Allegan, Allegan County, Michigan, held in the Allegan City Hall, 231 Trowbridge Street, in said City, on June 12, 2023 at 7:00 pm.

PRESENT:

ABSENT:

The following preamble and resolution were offered by Member _____ and supported by Member _____.

WHEREAS, the City of Allegan is applying for \$190,390 in funding through MDOT from the Transportation Economic Development Category B Program to improve Chestnut Street, Weeks Street and Padgham Drive located in Allegan, MI.

WHEREAS, MDOT requires a formal commitment from the public agency that will be receiving these funds and will be implementing and maintaining these infrastructure projects.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Allegan has authorized Doug Kadzban, Department of Public Works Director, to act as agent on behalf of the City to request Transportation Economic Development Fund Category B Program funding, to act as the applicant's agent during the project development, and to sign a project agreement upon receipt of a funding award.

BE IT FURTHER RESOLVED THAT the City of Allegan attests to the existence of, and commits to, providing at least 50% matching funds toward the total construction cost of the project(s), and all costs for design, permit fees, administration costs, and cost overruns.

BE IT FURTHER RESOLVED THAT the City of Allegan commits to owning, operating, funding and implementing a maintenance program over the design life of the facilities constructed with Transportation Economic Development Fund Category B Program funding.

PRESENT:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED.

Michaela Kleehammer, City Clerk

CERTIFICATION

I, Michaela Kleehammer, duly appointed City Clerk of the City of Allegan, do hereby certify that the above is a true and correct copy of a resolution adopted by the City Council of the City of Allegan, Michigan, on this 12th day of June 2023.

Michaela Kleehammer, City Clerk



City of Allegan
City Manager's Office
269.673.5511
231 Trowbridge Street
Allegan, MI 49010

MEMORANDUM

TO: Allegan City Council
FROM: Michaela Kleehammer, City Clerk
REVIEWED BY: Joel Dye, City Manager
DATE: June 12, 2023

SUBJECT: Approval of Code Enforcement Manual

Action Requested:

It is requested that the City Council approves the proposed City of Allegan Code Enforcement Manual.

Background:

In January 2023, the City Council outlined their goals for the upcoming year and listed code enforcement as a top priority. In response, City Staff began evaluating the City's current code enforcement practices and identifying areas where improvements are necessary. To start, staff felt that creating a manual to explain the structure of the City's code enforcement program and the program's processes. Attached is a draft Code Enforcement Manual, which has been reviewed by select members of the Allegan City Police Department and the City Attorney. While the manual is not a comprehensive guide to code enforcement, the manual's intended purpose is to outline a framework for code enforcement and serve as an educational guide for the public.

At the May 22, 2023, study session meeting, Council received a presentation from Police Chief Gibson, Officer Morgan, and Clerk Kleehammer regarding the city's current code enforcement process and reviewed the draft Code Enforcement Manual. Council discussed one minor change to the manual, which has been implemented in the attached manual.

Attachment(s):

City of Allegan Code Enforcement Manual



Code Enforcement Manual

City of Allegan

231 Trowbridge St, Allegan, MI 49010

Phone: (269) 673-5511

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PURPOSE

The Code Enforcement Manual is intended for use by the City of Allegan residents, business owners, and City Staff to help all understand the code enforcement process in the City. This manual describes the procedures and methods carried out by City Staff to enforce the Code of Ordinances.

Code enforcement tends to be a surprise to people living and working in the City of Allegan because they do not realize that some of their activities may violate Code provisions. For example, a resident may be unaware that storing an inoperable or unregistered vehicle in their driveway is not allowed, or a business owner may not realize that the Code requires them to shovel snow on the sidewalk in front of their building. The best method of enforcement is to inform the public about the standards that govern the City of Allegan's neighborhoods, as well as the process to correct a violation. People generally understand the need for safety, health, and welfare regulations. More difficult to understand, however, is how Code regulations work to enhance private property investments, reduce visual clutter, and create successful neighborhoods and business districts.

This manual is designed to provide public education, answer questions about the citation process, and explain how residents can address concerns about conditions in their neighborhoods. This manual does not summarize all the laws and regulations included in the Code of Ordinances but addresses the most common violations.

CODE ENFORCEMENT PROGRAM GOAL

The goal of the City of Allegan's Code Enforcement Program is to obtain voluntary compliance with the regulatory provisions of the Code of Ordinances. Complying with the Code of Ordinances assists in maintaining and enhancing the health, safety, and welfare of the community. Code enforcement activities are intended to be carried out fairly, with sensitivity, and in a timely manner.

It is the City's policy to encourage voluntary Code of Ordinances compliance by providing residents, business operators, property owners, and tenants the opportunity, with sufficient notice and information, to comply with the City of Allegan's Code of Ordinances and other applicable laws and requirements.

The City believes that voluntary compliance is the preferred method in initiating compliance. With the cooperation of residents, business operators, property owners, and tenants, this endeavor results in a respectful and satisfactory relationship between the City and the community.

Regardless of this policy, the City acknowledges that by allowing code violators sufficient time and opportunity to correct violations, occasional abuses of time extensions or failures to correct conditions as ordered may occur. In such cases, the City may find it necessary to impose corrections through involuntary means, such as abatement and/or legal action by issuing civil infraction tickets or through the court system.

HOW THE PROCESS WORKS

The City of Allegan Code of Ordinances identifies the property conditions and nuisances that will result in a code violation. These include, but are not limited to, abandoned/inoperable vehicles, trash/junk, overgrown vegetation, household furniture kept outside, front yard parking, and blighted structures (see FIGURE 1).



FIGURE 1: EXAMPLES OF CODE VIOLATIONS

- ☐ Noxious weeds and other rank vegetation.
- ☐ Storage of building materials without a building permit or following the conclusion of the project.
- ☐ Accumulation of junk, trash, rubbish, or refuse of any kind.
- ☐ Storage of inoperable vehicles (except in a completely enclosed building and excluding auto sales and dealerships services).
- ☐ Existence of a structure or partial structure damaged by fire, wind, or other natural disaster.
- ☐ Physical deterioration of structure which deems it unsafe.
- ☐ Vacant building, garage, or other outbuilding.
- ☐ Incomplete structures not currently under construction.
- ☐ Blighted building

The following describes a typical code enforcement process. Upon receipt of a complaint or discovering a violation firsthand, the Code Enforcement Administrator or their designee reviews the violation, conducts the necessary field inspections, and contacts the responsible party for corrective action once the violation is verified. The responsible party is typically the owner of the property or the person otherwise in charge of the premises involved (e.g., a tenant).

If the violation is considered to be an imminent danger to the public health and safety or the environment, the Code Enforcement Administrator or other appropriate public official(s) may commence proceedings to immediately abate the violation and may issue a citation.

If immediate action is not required, the Code Enforcement Administrator or their designee will issue an official citation to the responsible party. The responsible party will be given a specific and reasonable amount of time to correct the violation. Seventy-two (72) hours' notice will be granted for long grass violations while ten (10) days' notice will be granted for most other violations. Upon re-inspection, if the violation has not been corrected the Code Enforcement Administrator has the discretion to start the abatement process or take legal action. The Code Enforcement Administrator or their designee should make every attempt to make actual contact with the responsible party when initiating enforcement activities.

RECEIPT AND CONFIDENTIALITY OF COMPLAINTS

Any resident, neighbor, business, City Staff member, or City Council member can file a complaint alleging a violation of the City of Allegan's Code of Ordinances.

Complaints of Code violations may be received in any form, such as written, telephone, electronic email, or other discernable form. Any complaint or reporting party may request to remain anonymous, and City Staff will attempt to honor that request to the extent possible. Notably, written complaints submitted to the City are generally subject to disclosure under the Freedom of Information Act.

City Staff may initiate code enforcement actions based on complaints initiated through official channels. Additionally, City Staff may proactively initiate code enforcement actions based on observations or reports from the community.

Field Inspections

Initial Inspections

Once a complaint has been received by the City, the Code Enforcement Administrator or their designee shall conduct an initial inspection on the property to identify the existence of any violation(s). At the discretion of the assigned Code Enforcement Administrator or their designee, circumstances may dictate a second or follow-up inspection, or the inspector may simply close the investigation following the original inspection.

To the extent possible, inspections shall be conducted from the street or other public property. The Code Enforcement Administrator will not enter upon private property to conduct an inspection unless he or she first obtains the consent of the property owner, or an administrative warrant issued by a district court judge or magistrate.

Re-Inspection

Following the date of compliance specified by the Code Enforcement Administrator or their designee, the property shall be re-inspected for compliance. If the violation has been corrected, the file is closed.

If the responsible party is making a good faith effort to comply and substantial progress has been made to correct the violation, the Code Enforcement Administrator or their designee may grant a reasonable extension of the compliance date. Any such extension of time granted must be in writing and shall be reported in the file. More than one extension of time may be granted if the Code Enforcement Administrator or their designee determines that such extensions are warranted based on the responsible party's effort to correct the violation(s).

If the responsible party has not corrected the violation(s) and the Code Enforcement Administrator or their designee has determined that the responsible party is not making a good faith effort to correct the violation, the City shall undertake the next enforcement action most appropriate, which may include issuance of a Civil Infraction citation, obtaining an abatement order, or seeking civil or criminal enforcement action through the court system.

NOTICES AND CITATIONS

In many instances, the person responsible for causing the violation may not be aware of the City regulations, and once the existence of a violation has been brought to their attention, the responsible party will generally make a voluntary effort to correct the violation.

The way in which a person is initially approached, informed of the possible violation, and notified that corrective action is required is of critical importance. It frequently will determine how the person elects to respond to the request for compliance. Good judgment, tact, and objectivity in performing the enforcement duties is essential. Based on the circumstances, the Code Enforcement Administrator or their designee has the discretion to issue either a verbal warning to the responsible party or a written violation notice. The Administrator or their designee shall also make information available and provide clarification when necessary.

OFFICIAL VIOLATION NOTICE

The Code Enforcement Administrator or designee will give the responsible party an official written violation notice to comply with the applicable regulation(s) or requirement(s). The Code Enforcement Administrator or designee will inform the responsible party that the City's goal is voluntary compliance and shall make it clear to the responsible party that this is their opportunity to correct the violation and avoid the need for further City action.

The official written violation notice will notify the responsible party of the location of the violation, type of violation, and the time frame in which to correct the violation. Forty-eight (48) hours' notice will be granted for long grass violations while ten (10) days' notice will be granted for most other violations. Any variation or extension beyond the ten-day compliance period will be at the discretion of the Code Enforcement Administrator or their designee. If the responsible party is not the property owner/property manager, copies of correspondence and notices shall be provided to the property owner/property manager. This gives the property owner/property manager sufficient notice that a violation exists on their property. A copy of the official written violation notice will also be placed in the case file in the City Clerk's office.

CODE ENFORCEMENT PERSONNEL

The Code Enforcement Administrator shall be the principal code enforcement authority and may designate other city officials or employees as code enforcement officers to assist with code enforcement.

Only those city officials or employees who are designated by the Code Enforcement Administrator may enforce the provisions of the Code of Ordinances.

It is highly advisable that Code Enforcement personnel drive a vehicle with an official city logo and possibly other identifying insignia while on official City business.

CODE OF ETHICS FOR CODE ENFORCEMENT PERSONNEL

As a member of the Code Enforcement staff, it is our fundamental duty to serve the general public and the citizens of the City of Allegan in particular by striving to achieve the highest level of quality in all aspects of our work. We will work in partnership with the citizens of our community and do our best, within the law, to solve community problems that affect the welfare and safety of our business and residential communities.

We have been given the honor and privilege of enforcing the law. We must always exercise integrity in the use of the authority that has been given to us by the people we serve. Our personal and professional behavior should be a model for all to follow. We will obey and support the letter and the spirit of the law.

A code enforcement officer should never act officiously or permit personal feelings, prejudices, animosities, or friendships to influence decisions. We will enforce the laws courteously and appropriately without malice or ill will towards anyone. Ever mindful of the rights of all citizens to justice and equality, we will be exemplary in obeying the laws and regulations of the City. Whatever you see or hear of a confidential nature or that is confided to you in your official capacity will be kept confidential unless revelation is necessary in the performance of your duties. As most code and law enforcement work is necessarily performed without close supervision, the responsibility for the proper performance of an officer's duties lies primarily with the performance of their assigned duties. Anything less violates the trust placed in us by the people, and nothing less qualifies as professional conduct.

The public demands that the integrity of its law enforcement officers be above reproach, and the dishonesty of a single officer may impair public confidence and cast suspicion upon the entire City. An officer must scrupulously avoid any conduct which might compromise the integrity of themselves or their fellow officers.

GENERAL PROCEDURES AND FIELD INVESTIGATION AND REPORTING FOR CODE ENFORCEMENT PERSONNEL

Code Enforcement personnel will be assigned to conduct investigations of City code violations by the Code Enforcement Administrator or their designee. If a violation is discovered while on official city business, a code enforcement officer may conduct an initial inspection of the violation.

A code enforcement officer, while conducting the initial inspection pursuant to a complaint or report of alleged Code of Ordinances violations, shall record the results of the inspection, including the date of the inspection. Each subsequent inspection shall also be reported, including the names of any persons contacted at the location. Any documents, records, or other information collected during the investigation should be retained in a case file for the property. All photographs of the violations, or the lack thereof, are taken, copies of those photographs should be retained in the case file along with information as to dates such photographs were taken by the officer. It is recommended that an officer always take photographs of conditions that are the source of the investigation or complaint, even if photos have been taken on previous occasions.

When a code enforcement officer interviews a witness or alleged violator pursuant to a complaint, the information should be reported and documented in the property's case file, including the date and location of the interview. The officer should make special note of any "admissions" by the potential violator as to the existence or knowledge of a code violation on their property. If a code enforcement officer experiences a hostile demeanor or a non-cooperative owner or user of property that has been reported in a complaint, such information should be included with the case information. Such information could be determinative of the course of action taken in the future should the violations not cease or be remedied voluntarily. Code enforcement personnel shall document in the file any contact numbers made available.

COMPLAINT INVESTIGATION PROCEDURES

A code enforcement officer shall enter information and photographs for each complaint into the City's code enforcement database or forward all relevant information and photographs to the Code Enforcement Administrator or their designee to be entered into the code enforcement database. A physical copy of all correspondence, reports, and other pertinent documents shall be kept in a case file in the City Clerk's office. The case file may consist of the following items, when available:

1. Original or copy of the citizen's complaint and related information.
2. Copies of all related reports and documents developed or created during the investigation of the complaint.
3. Originals or copies of all correspondence with alleged violators of city codes.
4. Originals or copies of all correspondence with public agencies, when applicable and appropriate.
5. Statements of any form from alleged violators of city codes, pertinent witnesses, and other parties contacted during the investigation.
6. All photographs that were taken during the investigation. Photos should have date stamps.

A code enforcement officer may include, and store additional information and items of evidentiary value obtained during an investigation as needed.

PROCEDURES FOR PHOTOGRAPHIC EVIDENCE

A code enforcement officer investigating a citizen's complaint about a violation of the Code of Ordinances shall cause photographs to be taken depicting the condition(s) constituting a violation whenever applicable. If the code enforcement officer maintains an on-going investigation resulting in a series of investigations of the condition(s), it is always advisable to take additional photographs of the site, even if it is a repeat of the prior photographs taken. This would tend to show the lack of remedial action by a violator and/or provide a pictorial history of an on-going violation or condition. The fact that photographs were taken at the site of an alleged code violation shall be noted in the case file and uploaded to the database. Copies of any photographs taken during an investigation shall be stored in the property case file for potential use in any future administrative or criminal actions taken by the City or any other official agency.



City of Allegan
City Manager's Office
269.673.5511
231 Trowbridge Street
Allegan, MI 49010

MEMORANDUM

TO: Allegan City Council
FROM: Joel Dye, City Manager
REVIEWED BY: N/A
DATE: June 12, 2023

SUBJECT: Approval of a Technical Assistance Grant from the Michigan Economic Development Corporation in the amount of \$27,750 to help pay for a Wayfinding Assessment and Schematic Plan for the City of Allegan.

Action Requested:

It is requested that the City Council approve a Technical Assistance Grant from the Michigan Economic Development Corporation in the amount of \$27,750 to help pay for a Wayfinding Assessment and Schematic Plan for the City of Allegan.

Background:

Starting last year, the City Council listed the development of a well-planned and thoughtful wayfinding signage plan for the Allegan Community as a top goal. In response to that goal staff began searching for funding to make this project a reality.

Staff secured funding from the MEDC to pay for 75% of this project and we are now in a place to move this project forward. City Council needs to approve this agreement and authorize the City Manager to sign the agreement.

Attachment(s):

MEDC Technical Assistance Agreement



City of Allegan
City Manager's Office
269.673.5511
231 Trowbridge Street
Allegan, MI 49010

MEMORANDUM

TO: Allegan City Council
FROM: Joel Dye, City Manager
REVIEWED BY: N/A
DATE: June 12, 2023

SUBJECT: Approval of P.O. 24-0712 in the amount of \$37,000 for Guide Studio, Inc. to develop a Wayfinding Assessment and Schematic Plan for the City of Allegan.

Action Requested:

It is requested that the City Council approve P.O. 24-0712 in the amount of \$37,000 for Guide Studio, Inc. to develop a Wayfinding Assessment and Schematic Plan for the City of Allegan.

Background:

Starting last year, the City Council listed the development of a well-planned and thoughtful wayfinding signage plan for the Allegan Community as a top goal. In response to that goal staff began engaging firms and searching for funding to make this project a reality. Staff was able to initially connect with three firms, RLR out of Indianapolis, Pro Image out of Traverse City, and Guide Studio out of Cleveland. Guide Studio was the only firm that stayed engaged with the city as we searched for funding opportunities. Staff secured funding from the MEDC to pay for 75% of this project and we are now in a place to move this project forward.

Guide Studio submitted a quote to create a Wayfinding Assessment and Schematic Plan for \$37,000. To accomplish this work, Guide Studio is proposing the following steps:

1. Community Engagement - a two-day process where Guide Studio will visit Allegan and engage us to learn more about our community and build a foundation for our wayfinding strategy.
2. Signage and Wayfinding Assessment – the creation of recommendations for the destinations, signage system hierarchy, preliminary budget for implementation and development of two conceptual design families.
3. Sign Program Design – the creation of message schedules, location plan, and designs for all sign types recommended.

Guide Studio is a well known and well-heeled company in the wayfinding and branding arena. In addition to their quote, I encourage council to review their company on their website by [clicking here](#).

This requires a budget transfer from the General Fund Balance in the amount of \$9,250.

Attachment(s):



City of Allegan
City Manager's Office
269.673.5511
231 Trowbridge Street
Allegan, MI 49010

Guide Studio, INC. Wayfinding Plan
P.O. 24-0712



19 May 2023

City of Allegan, Michigan
Joel Dye
jdye@cityofallegan.org

TERMS OF ENGAGEMENT

Thank you for the opportunity to work with your company. Our professional insurance carrier requires that we have an Engagement Letter for each client at Guide Studio. This letter spells out the basic services and responsibilities of our engagement. If you have any questions, please do not hesitate to call.

For each Project, Guide Studio shall provide the **City of Allegan, Michigan** ("Client") with a proposal (the "Project Quote, Exhibit A" and "Project Approach, Exhibit B") setting forth the scope and estimated cost of the Project.

1.0 BASIC TERMS & CONDITIONS

1.1 INVESTMENT. The total Investment for each element or phase of the Project will be comprised of Professional Fees and Reimbursable Expenses. An itemization of the estimated costs associated with a Project shall be included in each Project Quote (Exhibit A). All Project Quotes are reviewable by Guide Studio and subject to change if not accepted in writing within 60 days. Guide Studio will notify the Client in writing of any requests that are out of Scope and seek the Client's approval in writing for any increase in fees or expenses because of an out-of-Scope request.

1.2 PAYMENT TERMS AND ARRANGEMENTS. Guide Studio will begin work on the Project upon written approval of the Proposal and receipt of a signed copy of this Engagement Letter. Invoices will be issued monthly in alignment with the project schedule. Invoices shall be paid within thirty (30) days. A finance charge of 2% per month shall be applied to invoice balances overdue by 60 days. Client accepts responsibility for the payment of any legal fees, including reasonable attorney's fees, incurred in the collection of overdue invoice balances. Guide Studio reserves the right to cease work(s) in progress and delivery of completed work if invoice payments are overdue.

1.4 RELATIONSHIP BETWEEN THE PARTIES. The relationship between Guide Studio and Client shall only be considered that of independent contractors. Further, Guide Studio and Client hereby specifically agree that nothing contained herein shall create a "work made for hire" relationship between Guide Studio and the Client.

2.0 WORK PRODUCT

2.1 INTELLECTUAL PROPERTY. Guide Studio retains exclusive ownership and intellectual property rights in all Instruments of Service it creates. The Client is hereby granted a non-exclusive license to publish, reproduce, and otherwise use the Instruments of Service, in electronic or other tangible forms, in connection with the Client's business. Except for Brand Projects under section 2.2, Brand Ownership, "instruments of service" as used herein means all works of authorship, designs, discoveries, programs, routines, procedures, processes, formulas, know-how, techniques,



developments, drawings, notes, documents, objects or elements within a design, letter styles, images, materials made, conceived or developed, improvements, modifications, and derivative works, whether or not subject to copyright protection, in any media, including digital files, whether preliminary or final, which are made, conceived, expressed, written or authored by Guide Studio, solely or jointly with others, in connection with any services performed for, or at the request of Client, at any time during the course of Guide Studio's engagement with Client.

2.2 BRAND OWNERSHIP. In the case of Brand Projects, which may include Work Products such as strategy for use, logo, logotype, icon, or badge developed as a unique visual expression of the Client's place, service, product or business, key messages, as well as a brand style guide, Guide Studio shall transfer exclusive ownership and intellectual property rights to the Client upon project payment in full. The Parties agree that the exception set forth in this paragraph only applies to this contract only.

2.3 PORTFOLIO USE. Guide Studio hereby retains the right to use the Instruments of Service for the purposes of design competitions, future publications on design, educational purposes, and the marketing of Guide Studio's business, services, and portfolio, but no other use without the Client's express written consent.

2.4 REPRODUCTION RIGHTS. The client also acknowledges and agrees that Guide Studio retains all reproduction rights to the Instruments of Service and waives the right to challenge the validity of Guide Studio's ownership and reproduction rights to the Instruments of Service.

2.5 INSTRUMENTS OF SERVICE CREDIT. Guide Studio reserves the right to require the Client to include a credit line with any editorial use of the Work Product. In its sole discretion, Guide Studio further reserves the right to prohibit Client from attributing any credit to Guide Studio, in any form, in any editorial use of the Work Product. When required by Guide Studio, the credit line shall be in the following form: © Guide Studio, Inc. 20____. Client further agrees to employ best efforts to protect Work Product produced under this Engagement Letter from unauthorized duplication, reproduction, or alteration.

2.6 THIRD-PARTY SOFTWARE AND IMAGE LICENSES. Third-party software and image licenses are generally non-transferable. If the Client wishes to create any derivative works or reprint any Work Product for any use other than the Project described and delivered by Guide Studio without using Guide Studio, they may do so. However, the Client is responsible for purchasing the license to any fonts, photos, illustrations, other images, or software that may be used, as required by the product developer.

3.0 SIGNAGE DESIGN & WAYFINDING SERVICES

3.1 DESIGNER'S RESPONSIBILITY. Guide Studio shall design and recommend items required for a signage and wayfinding Project that may include specifications for materials and construction details. However, it is understood by the Client that the Designer is not a licensed engineer or architect and that responsibility for the interpretation of design drawings and design and engineering of all work performed under this contract to yield an effective and safe product is the responsibility of the Client's architect, engineer and/or Sign Contractor.



3.2 CODE COMPLIANCE. Guide Studio may provide the Client with signage and wayfinding solutions that require compliance with the Americans with Disabilities Act (ADA), Manual for Uniform Traffic Control Devices (MUTCD), Building Codes, including Fire Safety, and local Zoning Codes. The Client understands that the requirements of these rules, codes, ordinances, regulations, etc., may be subject to various and contradictory interpretations. Guide Studio will therefore employ its reasonable and professional efforts and judgment to interpret applicable requirements of federal, state, and local rules, codes, ordinances, and regulations as they apply to the project. Guide Studio, however, cannot and does not warrant or guarantee that the Project will comply with all interpretations of the requirements of these rules, codes, ordinances, regulations, etc., as they apply to the project.

3.3 DESIGN INTENT. Guide Studio may provide the Client with Design Intent Drawings. The graphic design requirements shown by the details on the sign type drawing documents are for design intent only and intended to establish basic dimensions of units or modules, profiles and sight lines of members, and appearance. They are not intended for fabrication reference and, therefore, may not be provided to a Sign Contractor without Guide Studio's express written consent and/or involvement in the fabrication phase of the Project.

3.4 SIGN CONTRACTOR'S RESPONSIBILITIES. The Sign Contractor shall supplement the general design shown with detailed shop drawings for written approval by the Owner/Construction Manager/Designers. The shop drawings shall include major aspects of the system proposed, such as sections, shapes, and connections of components and joints, how temperature movement is handled, venting, and anchorage to structure or ground. Guide Studio's review of shop drawings provided by the Sign Contractor is only for conformance with the design concept of the Project and compliance with the information given in the Design Intent Documents. A review of a specific item shall not include a review of an assembly of which the item is a component. The Contractor is responsible for: dimensions to be confirmed and correlated at the job site; information that pertains solely to the fabrication processes or the means, methods, techniques, sequences, and procedures of construction; coordination of the Work with that of all other trades and performing the Work in a safe and satisfactory manner. Corrections or comments made on the shop drawings during this review do not relieve the contractor from compliance with the requirements of the plans and specifications.

3.5 COSTS OF FABRICATION. Unless the Project Proposal describes the services as "Design-Build", the client shall contract and pay directly for implementation services such as fabrication or installation. The designer shall not be held responsible for the quality or timeliness of the fabricator's work, whether or not the designer assists the client in evaluating, selecting, or monitoring of the fabricator or installer.

4.0 TERMINATION OR SUSPENSION



4.1 TERMINATION. Either party can terminate this Engagement Letter or a Project by providing thirty (30) days written notice to the other party. If the Client should decide to terminate, then it would owe Guide Studio a pro-rated amount of the fee due for the Project phase in which work is authorized at the end of the thirty (30) days' written notice plus all actual expenses incurred at that same date. If Guide Studio should decide to terminate, it shall provide the Client with a report and design plans developed up to the point of termination for the Project phase in which work is authorized, and Guide Studio would be paid a pro-rated fee at the date of its termination letter plus all actual expenses incurred as of the date of such letter.

5.0 LIMITATIONS OF LIABILITY

5.1 LIMITATIONS OF LIABILITY. Guide Studio hereby disclaims any and all implied warranties of merchantability and/or warranties of fitness for a particular purpose. Guide Studio shall have no liability under this Agreement except for its actions constituting willful misconduct or negligence.

6.0 CLAIMS OR DISPUTES

6.1 DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the process of the Project or following the completion of the Project, the Client, and Guide Studio agree that all disputes between them and arising out of or relating to this Engagement or the Project shall be submitted to mediation unless the parties agree otherwise.

7.0 INSURANCE

Guide Studio shall, during the performance of the Agreement, keep in force statutory Workers' Compensation Insurance plus Comprehensive General Liability and Automobile Liability Insurance with a combined single limit of \$2,000,000 policy aggregate for bodily injury and property damage, plus Professional Liability (errors and omissions) Insurance with an aggregate limit of \$2,000,000.

8.0 MISCELLANEOUS

(a) In the event of any inconsistency or discrepancy between this Engagement Letter Agreement and the Quote attached hereto as Exhibit A and incorporated herein by reference, the terms and conditions of this Engagement Letter Agreement shall be controlled.

(b) This Agreement shall be governed by Michigan law. In the event that any dispute arising between the parties cannot be resolved in mediation, the parties may attempt to resolve their dispute in any court of competent jurisdiction located in Allegan County, Michigan.

(c) This Engagement Letter Agreement may be signed in counterparts, and such counterparts, considered together, shall constitute one and the same binding contract. Electronic and facsimile signatures shall be considered original signatures for purposes of this Engagement Letter Agreement.

SUMMARY

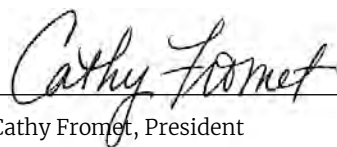


If you have any questions regarding the above terms and conditions, or if you ever have questions about our statements or services, please call me so we may resolve these matters. It is our desire to provide you with prompt and efficient services in this or any other matter for which you may engage us.

Again, we thank you for your consideration of our firm, and we look forward to working with you toward the satisfactory completion of the Project. You may indicate acceptance of the foregoing by signing a copy of this Engagement Letter and returning it to Guide Studio, Inc.

Respectfully submitted,

Guide Studio, Inc.



Cathy Fromet, President

Date

19 May 2023

Approved and Accepted by

Signature and Title of Authorizing Party

Date

Formal Company Name

Business Type

Tax ID

Quote No. 2402

Joel Dye
City of Allegan
231 Trowbridge Street
Allegan
MI 49010



Guide Studio, Inc.
2814 Detroit Avenue
Cleveland, OH 44113

Quoted By: Erica Deutsch

Quote

QUOTE DATE
05/18/2023

QUOTE TOTAL
37,000.00

VALID TO
07/17/2023

Exhibit A City of Allegan Wayfinding Assessment & Schematic Plan

PROJECT SCOPE

Guide Studio will develop a Wayfinding Assessment and Schematic Plan for the City of Allegan, Michigan.

PROJECT APPROACH

See attached Exhibit B Project Approach

PROJECT PARAMETERS

We expect to deliver this work within the context outlined below:

Project Timelines

We establish timelines with project milestone dates at the beginning of the project. These milestone dates are for review feedback, presentations, and/or meetings, and are set early to ensure all parties have proper notice for review time and attendance to presentations/meetings.

- Milestone meetings that need to be rescheduled within a week of the original date should not affect project timelines. However, milestones that are pushed back by the client team more than a week may get pushed 3-4 weeks back depending on Guide Studio's Active Project schedules.
- If a project is pushed back more than 2 months, additional time and service fees to manage the project back on track will be required.

Project Review and Feedback

Review and feedback from the Client Team and Owner/Approval Entity are required throughout the project. This feedback is critical for the development of the project but it can be difficult to decipher the desired direction when each person presents feedback separately.

- Rounds of revisions considered in scope are documented above based on the deliverable. A round of revisions is defined as any change or update requested by the Client or the Client's representative.
- We require that comments/feedback from the Owner/Approval Entity be consolidated by the Client Team to minimize the time spent on multiple rounds of revisions.
- The Client Team (with support from Guide) is responsible for approving the final direction based on the comments/feedback presented by the Owner/Approval Entity.
- Any revisions and requests for changes made after sign-off will be considered out-of-scope and a Change Order will be submitted prior to completing work. Additional revisions billed hourly.

Approvals

- Sign-off on work completed/approved direction of current Phase is required for all work to move into a new Phase.

AMOUNT	
Professional Fees	
Step 1	(TE)
Community Engagement & Discovery	9,500.00
Step 2	(TE)
Wayfinding Assessment & Conceptual Plan	15,500.00
Step 3	(TE)
Schematic Design & Programming	12,000.00
Subtotal	37,000.00
Total USD\$	37,000.00

Terms:

DEPOSIT

Upon approval of this Proposal, we will send an invoice for the 15% deposit typically requested for the start of projects.

REIMBURSABLE EXPENSES (Included)

In-house reimbursable expenses such as travel expenses, mileage, digital outputs (color), digital output (b/w), large format output (color), presentation materials, CDs, scans, postage/couriers, and other incurred costs are included in the total fee.

Fees and expenses estimates do not include applicable sales or use tax.

Acceptance

Signed: _____ Date: _____



WAYFINDING ASSESSMENT & SCHEMATIC PLAN

Allegan, Michigan

QUALIFICATIONS | 17 MAY 2023

Guide

**WAYFINDING AND BRANDING
FOR PLACES WITH PEOPLE-TRAFFIC**

2814 Detroit Avenue
Cleveland, OH 44113

guidestudio.com
216-921-0750

Visit Farragut



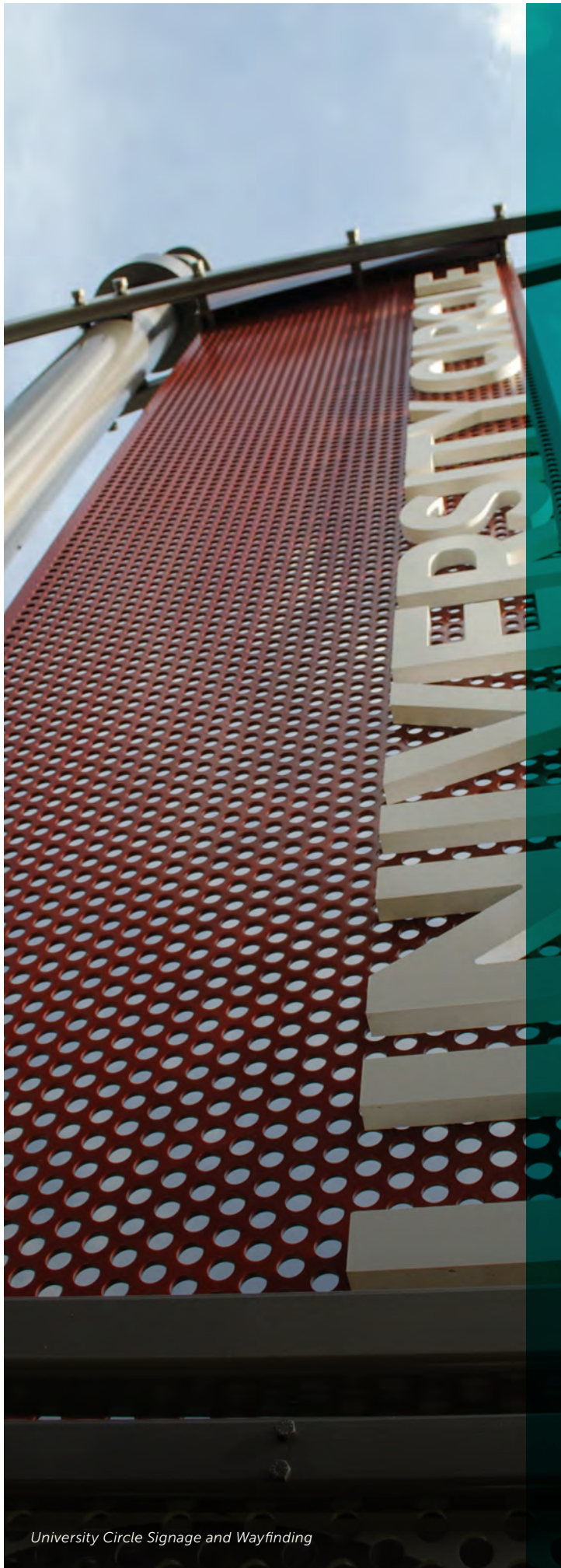
Guide[↑]

Branding & Wayfinding for Places with People-traffic

Guide Studio is a multidisciplinary design studio that helps communities and public places engage people, manage image, and enhance experience — so these organizations can work to strengthen pride and attract investment in their communities.

When we approach any project, we consider the opportunities each person has to engage with your place. We help you create the image you want and provide the tools that ensure your brand is positively and appropriately represented in each interaction — from the first visit to your website to the moment they walk through your streets and any communication that follows.

Communities and public places share the unique challenges of connecting philosophical, physical and virtual experiences. When each touch-point represents your vision and values, the visitors, residents, and stakeholders that engage and trust become champions by demonstrating pride and investment.



Services

We believe that Brand and Wayfinding are powerful communication tools that can improve image, elevate experience, and contribute to positive economic growth for communities and public places.

When people experience a place, they encounter many touch-points – each interaction an opportunity for things to go wrong (or right!). Guide Studio services make building your image and managing your reputation easier while helping you create positive, lasting impressions along the way.

Wayfinding

Wayfinding is one of the most valuable communication tools that public places can use to set up a positive and engaging experience for people who are new to or unfamiliar with a place. Signage and technology are part of the wayfinding tool kit; but more than that it's a strategy that provides information in the right way, at the right moments, so people don't get lost or confused.

Place Branding

Branding is important to any public place. It defines the critical elements that people value about a community and provides a foundation for how to express these things to the most people in the most consistent way.

Brand Implementation

A place brand is so much more than a logo. Understanding how to use a brand platform to effectively communicate to audiences, attract new people or businesses, and improve the image of place requires planning, creative implementation and resource management.



Methodology

Design With Direction®

Since 1997, Guide Studio has partnered with communities and place-based organizations to communicate and engage with their residents, visitors, and local businesses — helping them create places where people thrive.

Investing in signage and wayfinding can positively shape people's experiences and perceptions. **Design With Direction®** is the 4-step methodology that helps us develop thoughtful strategies, plans, and designs that will help improve the use, understanding, and enjoyment of your environments.

- ① **ENGAGE**
It starts with people.
- ② **PLAN**
A blueprint for everything.
- ③ **DESIGN**
Tools to tell your story.
- ④ **IMPLEMENT**
Guidance and support to help you succeed.



Design With Direction®

1

ENGAGE

It starts with people.

The best part of our jobs is getting to know new people and places! We have developed a tool box of fun and engaging exercises that allow us to facilitate strength-based conversations. From these we can gain an understanding of how people perceive, use, and navigate your places and spaces.

We are experienced facilitators who value appreciative inquiry and face-to-face engagement with the people of your community. While we may have the expertise to develop wayfinding strategies and designs, the members of your community hold the knowledge to inform how these plans influence the desired experience.

DISCOVERY DAYS

Our community engagement begins with a multi-day visit. It is important that we spend uninterrupted time with your people and place. During our time with you we will conduct a variety of focus groups and exercises which may include:

- Two-hour wayfinding discovery workshop(s) with your steering committee and with an invited group of community stakeholders
- Windshield and Walking tours of your parks
- Focus groups and interviews for more specific feedback. This may include: children and teens, visitor-based organizations, residents groups, etc.

ONLINE SURVEYS

We use online surveys for broader outreach. We do this to gain information on initial beliefs, perceptions, and experiences.



Design With Direction®

2

PLAN

A blueprint for everything.

Effective wayfinding is essential for creating a positive user experience and can help to improve comfort, safety, and accessibility for all users. A wayfinding strategy and plan defines the visual cues and navigational tools to help people find their way in your environment. It aims to create a user-friendly experience that guides people efficiently and effectively while minimizing confusion and frustration.

We begin with the end in mind, our responsibility is an project that reaches our clients' goals. From our discovery sessions and visit, we develop a Wayfinding Framework that outlines the strategies and tactics for improving the experience of your environments.

Wayfinding strategy and planning include the following exercises:

- Analysis of streets, facilities, places and spaces to identify key points of interest, decision points and navigation challenges.
- Audience assessment to understand the expectations and needs of various user groups such as people with disabilities, non-native speakers, or children, to ensure that the wayfinding experience is accessible to all.
- Research related to Department of Transportation standards and best practices, state and federal regulations, accessibility requirements and guidelines, and other rules that apply to your environments.

Your Wayfinding Framework contains the following documentation which will be the foundation of your program:

- User profiles and recommendations
- Sign Type Hierarchy
- Naming Convention/Nomenclature Matrix for messaging
- Preliminary location planning
- Preliminary budget development
- “Beyond signage” placemaking and experience recommendations



Design With Direction®

3

DESIGN

Tools to tell your story.

Design is time for creativity combined with problem-solving, allowing you to see your wayfinding strategy converted into tangible visual tools to guide people through your desired experience.

Signage is a complex form of communication. Clear, consistent visual language that reflects your community's character and provides users with the information they need in the right way, at the right moments, so people don't get lost or confused.

When designing signage and wayfinding systems, we use a three-step iterative design process that allows for your team's review and input at each stage. Through the design solutions we present, our team is always keeping the following in mind:

- **Messaging:** This is the main purpose of signs, which means the message not only needs to fit the sign, but context, placement, and legibility must all be considered as part of the design.
- **Context and placement:** The environment where the sign will be placed also affects the sign's design.
- **Regulatory parameters:** Many different types of sign codes and regulations affect the size of signs, lettering reflectivity for night visibility, placement or location of signs, accessibility considerations, and even the materials used in construction. Local, state, or federal agencies dictate these, and our team investigates these requirements so they are taken into consideration during design.
- **Updateability and maintenance:** How signs are constructed, as well as the materials used, affect the use, durability, and longevity of a sign program. Industry best practices, along with your expectations, are taken into consideration as part of the sign program design.
- **Budget:** We continually review and consider your budget in the design decisions we recommend. Our team of experienced designers knows how to provide cost-effective design adjustments without sacrificing the quality of the design.



Design With Direction®

4

IMPLEMENTATION

Guidance and support to help you succeed.

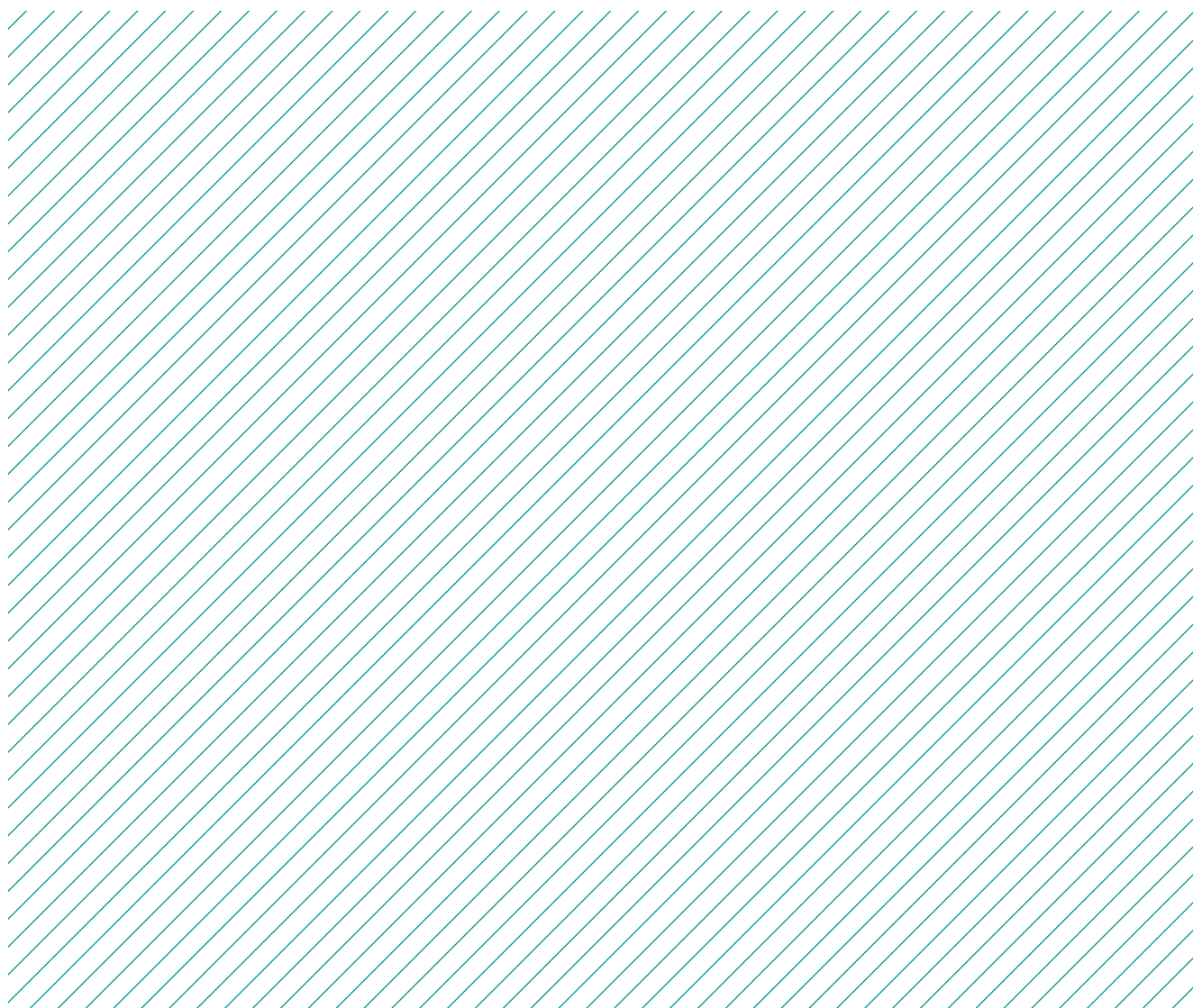
Signage and wayfinding programs are all fun and games until they have to be built and installed. The plan and design – won't be worth your investment if it's not fabricated and implemented to spec, making your vision the reality. The process involves third parties, long timelines, materials, and lots of documentation and communication. Needless to say, things can get complicated.

We recognize that implementation is a major investment for our clients. Our responsibility is to ensure the finished product aligns with the original design intent and quality expectations. We coordinate with the selected contractors, carefully review their documents and materials, and bring up any questions and concerns so they can be addressed before construction and installation begin.

Our involvement in the implementation phase provides the following:

- **Elevated accountability:** The finished program is a reflection of our wayfinding and design expertise, so we take full accountability for design coordination, production, and installation.
- **Attention to detail:** Implementation requires a lot of details. Our team will carefully review all contractor's documentation, proofs, and final materials and bring up any questions or concerns on your behalf.
- **Cost savings:** We have worked with fabrication and installation contractors for over 20 years. We understand the industry and our collaboration with these partners can uncover recommendations that maintain or improve the finished product's quality while bringing cost savings to you.
- **Less worries:** We know you have a variety of other responsibilities. If our team is involved, all the coordination legwork is off your plate.

Description of Services



Our Promise

- To guide you through a creative and strategic process that helps you understand how brand, wayfinding and placemaking tools can be effectively used in YOUR community;
- Provide a process that allows you and your stakeholders to feel that you contributed and feel a sense of ownership for the project and its outcomes;
- And project deliverables that allow your team to feel prepared to confidently implement this work when you are ready.
- That you have supportive partners in our team as you begin to work on your image and experience.

Project Scope

1. **Project Work Area** We will study and provide comprehensive recommendations for the entire Allegan area that guides travelers to key public destinations including landmarks, points of interest, parks, shopping, dining, and parking opportunities utilizing Gateway, vehicular and pedestrian directionals.
2. **Discovery & Engagement** We involve members of the community to provide their own observations regarding signage and wayfinding issues and experiences as well as tapping into their expertise of place — understanding the character, personality and unique stories that make your community special.
3. **Wayfinding Assessment and Framework** The Framework will present our observations and recommendations for improving the experience of your City.
4. **Sign System Design** The design phases are through DRAFT Programming and Schematic Design.
5. **Program Budget and Development Proposal** We will present a budget for the implementation of the program, and a recommended scope and approach for the next phase of development.

Project Approach

Getting Started

- **Client Team:** We refer to the Client Team as the one to two individuals from your organization who will act as the project managers on the client side.
- **Steering Committee:** For balanced support throughout the project process, we will utilize a Steering Committee made up of local and civic organizations. With the support of Guide, this group will be responsible for advising the process, making decisions and advocating for the determined solution.

Research

- **Kick-off Meeting with the Client Team:** To establish priorities, define the work plan and project timeline, set benchmarks, define the working relationships, and identify the appropriate public and/or internal communication process. We will determine the approach to gathering both qualitative and quantitative data and learn about challenges as you see them to help guide our Phase 1 work.
- **Existing Brand, Master Plans, Special Initiatives Review:** We will request any existing strategic plans, narratives, brand and identities currently in use for review and analysis. This information helps to inform how we develop our discovery sessions as well as future recommendations.

Based on our Methodology Design With Direction® outlined in the previous pages, we expect to include the following tasks, activities and deliverables to fulfill the expectations outlined in your RFP.

1

COMMUNITY ENGAGEMENT

Discovery for Wayfinding Assessments We recommend in-person discovery that includes the following activities:

- **Experience Tour and meeting with the project team:** This will be a mix of windshield and walking tours where you highlight for us, all the amenities and experiences offered in your community.
- **Discovery Workshop:** The consulting team will conduct Discovery Workshops with the Steering Committee. This workshop will help us understand in greater detail what your stakeholders see as the biggest challenges and greatest opportunities for the ideal experience.

Wayfinding Planning session Our project team will spend the next morning analyzing the results of the site visit and discovery workshop to begin developing the wayfinding strategy.

- **Preliminary Wayfinding Strategy Working Meeting w/Steering Committee:** On the afternoon of the second day, we will conduct a meeting to share with you the initial thoughts from our Planning Session — the foundation for the wayfinding strategy. This working session allows us to make sure we all are on the same page before we begin to develop the Signage and Wayfinding Plan.

2

SIGNAGE & WAYFINDING ASSESSMENT

Assessment Development

The Assessment contains our recommendations for signage and wayfinding for your community. This comprehensive document may contain the following information:

- User profiles and recommendations
- Present an audit and analysis of the study area
- Destination List
- Sign Type Hierarchy that outlines and defines the recommended sign types
- Naming Convention/Nomenclature Matrix for messaging
- Preliminary Location Plan
- Preliminary budget development
- “Beyond signage” placemaking and experience recommendations

Conceptual Ideation

- **Conceptual Ideation** will address functional and aesthetic goals for your sign program. We will present up to (2) conceptual design themes for the proposed program. Client team/Steering Committee will select a conceptual direction to move forward and provide consolidated feedback to inform the next phase of development.
 - Conceptual Design typically includes hand sketches, support imagery and notations to describe the concepts.

- 4-6 sign types will be selected from the Sign Type Hierarchy to demonstrate the conceptual design themes.
- We will present the completed Framework and Conceptual Ideation to the Steering Committee.
- Based on selected direction and the preliminary location plan, we will develop your preliminary program budget.

3

SIGN PROGRAM DESIGN

Based on the selected concept direction, our team will begin to develop the sign family, which includes the development of a coordinated Message/Content Schedule and Location Plan. Activities and deliverables include:

- **Programming** We will create message schedules and location plans for the sign program. Client team will review and provide consolidated feedback.
 - Review, comment and update of location plans and message schedule will occur at the time of fabrication and installation to ensure an accurate program at the time of implementation.
- **Sign Family Design (30% Schematic):** Based on the selected Conceptual Theme, we will develop designs for all the sign types recommended.
 - Schematic level designs provide scaled drawings with basic dimensions, material, color and recommended fabrication techniques. Client team will review and provide consolidated feedback. Any revisions will be presented in the Design Development completed in collaboration with selected fabricator.

Schematic Design and Programming Presentation Progress will be presented to the client team for review and comment on the design direction before moving on to the development of the project budget and implementation plan.

Implementation Plan

- **Updated Program Budget** we will work with a fabrication partner to get budget numbers based on the selected design.
- **Phased Implementation Plan** we will provide recommendations on how the Sign Program may be implemented over a period of time with alignment of projects and resources.

Proposed Project Schedule

WEEKS 1-2	<ul style="list-style-type: none"> • Kick-off meeting with client team via online meeting • Internal project & Discovery Workshop preparation • Conduct initial research; Review of existing research, plans, etc.
WEEK 3	<ul style="list-style-type: none"> • Visit #1: Discovery Workshop
WEEKS 3-7	<ul style="list-style-type: none"> • Conduct Wayfinding Assessment and develop Wayfinding Assessment • Conceptual Sign Program Design • Visit #2: Presentation of Wayfinding Assessment and Concepts to Client Team/Steering Committee
WEEKS 8-12	<ul style="list-style-type: none"> • Sign System Programming (Round 1) • Schematic Design (30%) • Presentation of Design Development to Client Team/Steering Committee via online meeting
WEEKS 13-15	<ul style="list-style-type: none"> • Budget and next step proposal development • Presentation of Budget and Implementation Plan via online meeting

Next Steps

Once we know and understand the exact needs of your community and you have decided on the design direction, we will be able to provide you with a formal proposal for the development of the full system or specific focus areas based on your budget and priorities.

The following are considered the next steps of design development and are not included in this proposal.

3

SIGN PROGRAM DESIGN

Based on the selected concept direction, our team will begin to develop the sign family, which includes the development of a coordinated Message/Content Schedule and Location Plan. Activities and deliverables include:

- **Sign Family Design (60% Design Intent):** Based on the selected Conceptual Theme, we will develop designs for all the sign types recommended.
 - Design Intent includes more functional details with selected material, color, finishes, etc. Detailed views of architectural elements, construction and installation will also be developed in this step. Mock-ups/photo renderings of the signs within the context of the proposed environment will be developed.

Design Intent Presentation Final presentation of the Wayfinding Signage Program. This would also be a great time to regroup with Stakeholders to share the progress of the work they helped develop.

Bid/Construction Documentation

Based on the phasing plan, we will create Bid/Construction Documents for each “project”.

- **Sign System Programming:** Location plans and a coordinated message schedule will undergo a final update including notations for barriers to installation.
- **Sign Type Drawings:** Drawings may include additional views and details for each sign type along with more extensive dimensioning of sign structure components. Material and installation specifications will be finalized.

4

IMPLEMENTATION

Implementation Support

While design may be complete, the implementation phase is when the sign program comes gets built and installed. Our team will be there every step of the way to help in finding qualified contractors and ensuring that the program being fabricated meets design intent and quality expectations.

- **Pre-Bid Meeting:** if applicable, we will attend a pre-bid meeting to aid in presenting the project intent to potential contractors and answer any questions that will aid them in submitting a proposals.
- **Bid RFI's - Answer** Requests for Information during the bidding/Requests for Proposal process, our team will formally respond to requests for information (RFI's).
 - **Bid Review and Evaluation** - The project team will review submitted proposals and provide the client with a compilation of project bids and evaluation report, along with a formal recommendation for the project award.

- **Fabrication Support Includes:**

- Meeting with the selected contractor(s) for the start of work to review all program documents.
- Shop Drawing/Sign Face Layout Review – Colors, materials, and fabrication methods via the review of shop drawings and message layouts. We will red-line shop drawings and send them to your team for review and understanding of any design intent issues we may find with the recommended fabrication methods.
- Material and Finish Review – Material samples and sign-type mock-ups (if specified) to confirm that all submitted items comply with our design intent.
- Sign Location verification and walk-through with client and contractor.
- Survey of the finished project; prepare a detailed punch list.

Something for Everyone

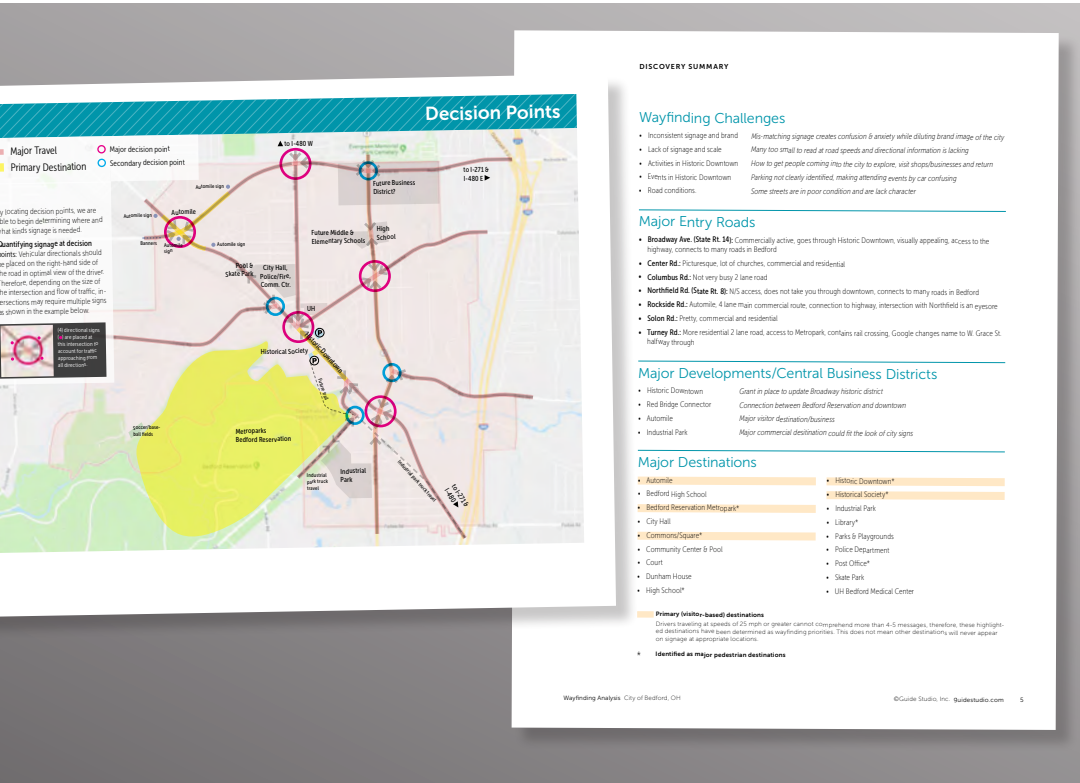
With a vast Metropark, historic Automile, and bustling business community, The City of Bedford attracts many visitors who are unaware of its unique assets and charming Historic Downtown.

Guide Studio was first hired to analyze the city’s existing signage program to determine how effective it was in helping visitors comfortably navigate the city and to determine if it properly reflected the experiences that the Cleveland suburb has to offer. Following a question and answer session with City officials, a tour and audit, and an on-line public survey, Guide produced a detailed report identifying the current wayfinding challenges, top destinations, primary travel paths, and gateways into the city. By analyzing this data, Guide made recommendations that would enhance the City’s image through wayfinding and placemaking. The report also showed sign system examples and cost estimates, which helped the City budget for the design and implementation of the new signage system.

Armed with supportive data and a sound strategy, the City was able to get the approval from Council to move forward with design and implementation. Guide was able to quickly develop an attractive and functional sign system that was bid, fabricated, and installed within budget.



Existing signage was inconsistent and in poor condition.



The Wayfinding Analysis Report details wayfinding challenges, strategies, and recommendations.



The new sign system provides a cohesive family of related visual elements and messages.



Guide Services

Wayfinding Analysis

Sign Plan Development

Sign Messaging

Sign System Design

Implementation Support

Client

City of Bedford, OH

Wayfinding Assessment & Conceptual Plan

Located in the heart of Arapahoe County, Centennial, Colorado, is a vibrant and thriving city with over 110,000 residents. Established in 2001, Centennial is one of the youngest cities in the state. In 2021, the city celebrated its 20th anniversary, which became a time of reflection: how they’ve grown, what they have accomplished, and how that affects and inspires their vision of the future.

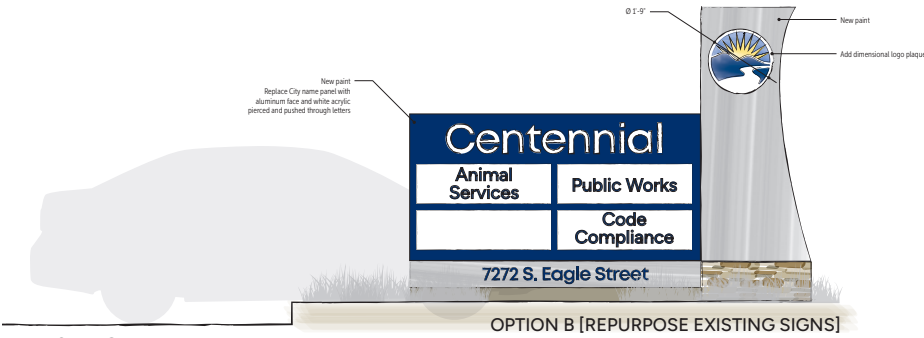
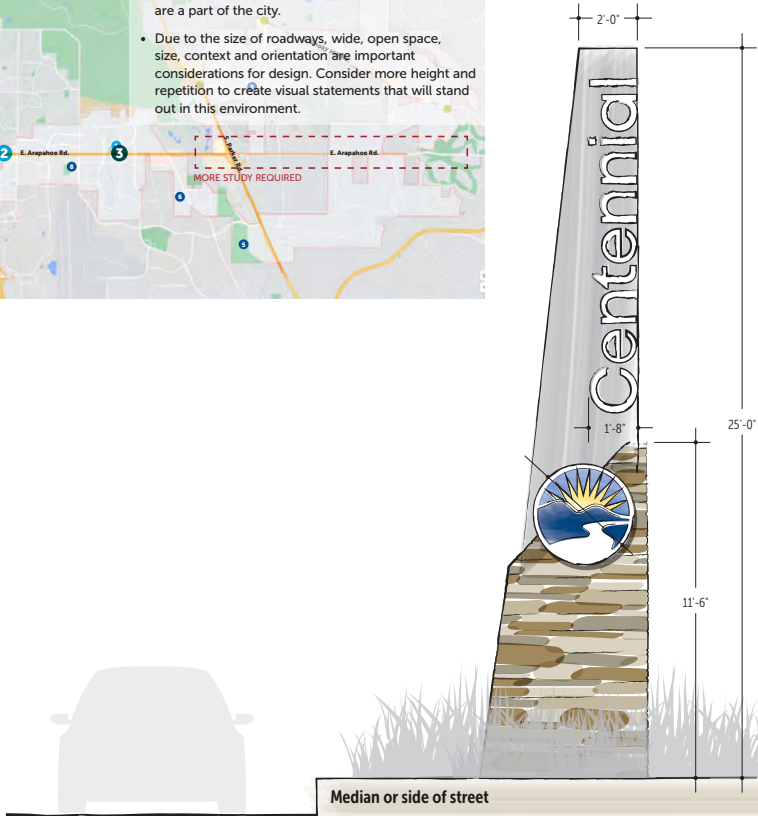
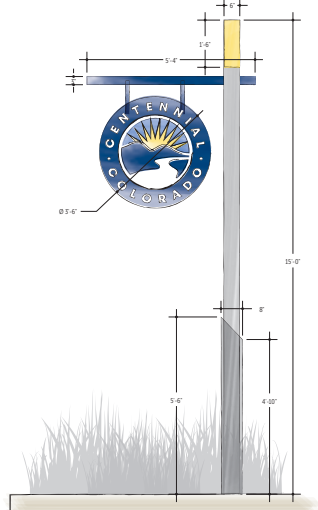
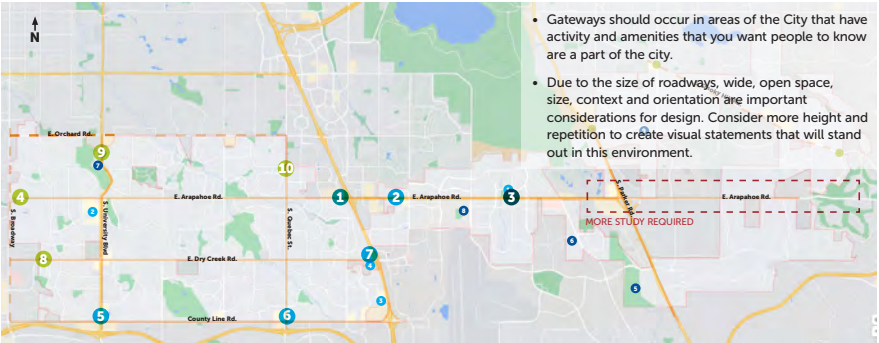
The Guide Studio team helped refresh Centennial’s brand identity, which inspired the City to consider how signage could help better define its community.

Through a wayfinding assessment and conceptual plan, the team identified key city gateways and recommended updating existing facility signage. It was also noted that while Centennial doesn’t have a downtown, City Hall and Centennial Center Park create a civic campus at the heart of the city. Signage, wayfinding, and enhanced entry elements were recommended to help the city highlight this special asset.

As with all assessments and conceptual plans, a budget and priority recommendations were made to help prioritize and fund the development of the city-wide sign program.



Existing signage



New Sign Concepts

Guide Services

Wayfinding Analysis

Wayfinding Framework

Conceptual Design

Implementation Plan and Budget

Client

City of Centennial, CO

Home Town Living, Modern Spirit

Located in the center of Ohio just north of Columbus, the City of Delaware is home to a population of around 38,000 residents, a robust light industrial/ manufacturing base, Ohio Wesleyan University and a charming downtown shopping district.

While the city was doing just fine, they wanted to stand out even more. With their sights set on continued development and economic vitality, they asked for our help with a new wayfinding system. But during the process, they ended up with a new brand first.

The new logo triggers nostalgia and pride with its classic, Americana vibe. Along with the logo, “Traditions Badges” highlight the city’s eclectic attributes and can be used in a variety of marketing communications pieces. A new wayfinding program was developed and infused with brand character and prioritized getting people to and from the historic downtown district. With brand guidelines and robust sign standards in place, the City has been to building and expanding brand awareness through their own platforms as well as those of their community stakeholders.



Traditions Badges



In 2019, Historic Downtown Delaware was designated by the American Planning Association as 1 of 4 Great Neighborhoods in America for their Great Places Awards.

Guide Services

Community Engagement

Brand Strategy

Brand Identity Design

Brand Standards

Downtown Wayfinding

City-wide Wayfinding

Park System Sign Standards

Industrial/Business Park Sign Strategy

Client

City of Delaware, OH

A Bright Culture

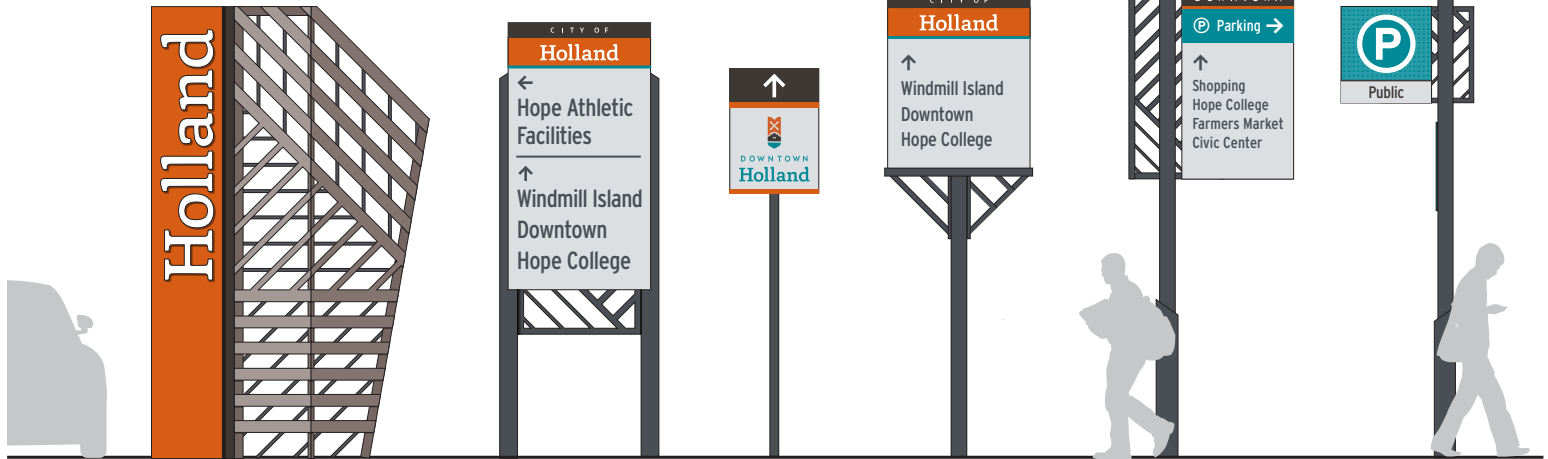
Guide Studio provided a comprehensive wayfinding system for the City of Holland. With a recent logo and branding update the city needed a refresh of their family of wayfinding signs. Drawing on the prominence of Hollands connection to Lake Michigan, and the deep cultural ties in the region, Guide Studio created signs that at once gesture to the city’s rich culture and also speak to the vision for its future.



Image of fabricated signs currently in use



photo courtesy of the City of Holland



Schematic Design

Guide Services

Sign System Design

Message & Location
Programming

Client

City of Holland, MI

City-wide Signage and Wayfinding Program

The City of Kaukauna, Wisconsin, is located approximately 100 miles north of Milwaukee and on the Fox River. Known for beautiful landscapes with over 240 acres of protected land and natural resources, Kaukauna is a true midwest city, rich in history and traditional values.

The City realized that when they seek to attract new business investment, maximize their tourism assets, or encourage new residential development. After working with Guide Studio to develop its brand strategy and new identity, they knew the next piece of the puzzle was to welcome, guide to, and identify the community’s many amenities.

The team conducted a signage assessment and wayfinding analysis to identify the types of signage and other placemaking interventions that would help elevate the image and experience of the community.

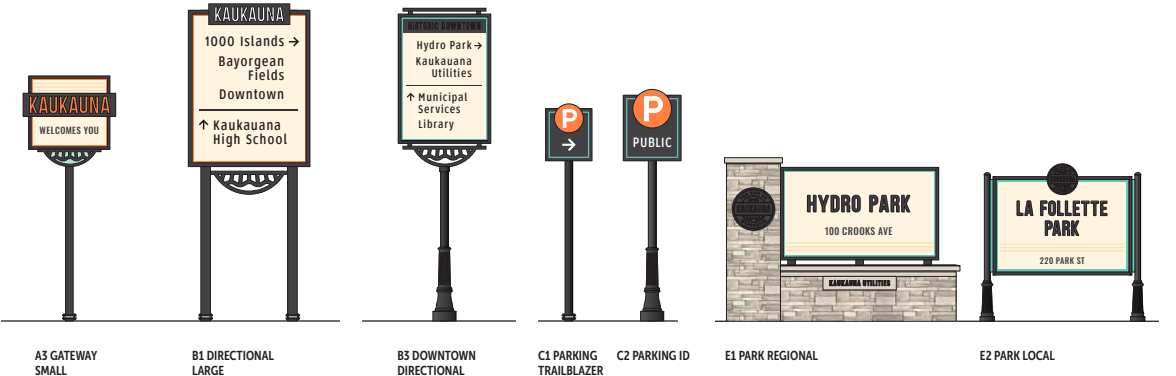
The new sign program was designed to help bring the new identity to the city’s physical environment.



new logo



New Sign Concepts



- Guide Services
- Guide Services
- Wayfinding Analysis
- Wayfinding Framework
- Conceptual Design
- Sign Program Design
- Bid Package Development
- Implementation Plan and Budget

Client
City of Kaukauna, WI

City on the Kinni

River Falls is a growing community situated along the scenic Kinnickinnic River, in northwest Wisconsin, within the eastern portion of the Twin Cities, MN metropolitan area. The city is home to a historic Main Street, the University of Wisconsin–River Falls, a host of recreational destinations, a riverfront trail system, and more.

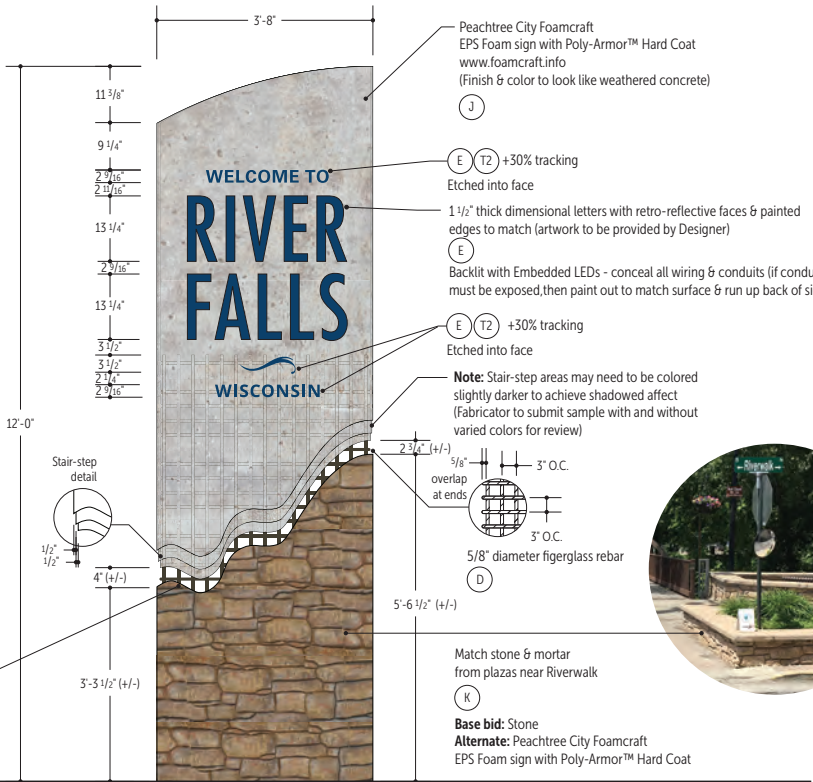
Several wayfinding challenges plagued the city, including inconsistent and nondescript signage, a highway that bypasses the core downtown area, and obscured views of the river.

Guide Studio established a functional sign system that embodies the community’s unique character and not only directs visitors, but showcases its local amenities and natural resources. Drawing visitors to the historic Main Street, and getting them to stay, became a key goal of the project. It was also paramount that the system connect residents and visitors to the river.

The comprehensive sign family includes gateways that welcome residents and visitors, vehicular and pedestrian directionals, and standards for identifying municipal facilities and parks. Guide worked with the city to develop a four year phased implementation plan that would allow the city to budget appropriately from year to year.



Photo courtesy of Dan Koecher and City of River Falls Facebook



Detailed bid documents ensure the design intent is met by the sign fabricator.



The new sign system reflects the character and history of the community.

Guide Services

Stakeholder Engagement

Wayfinding Framework

Message & Location Programming

Sign System Design

Phasing Plan

Bid Evaluation

Implementation Management

Client

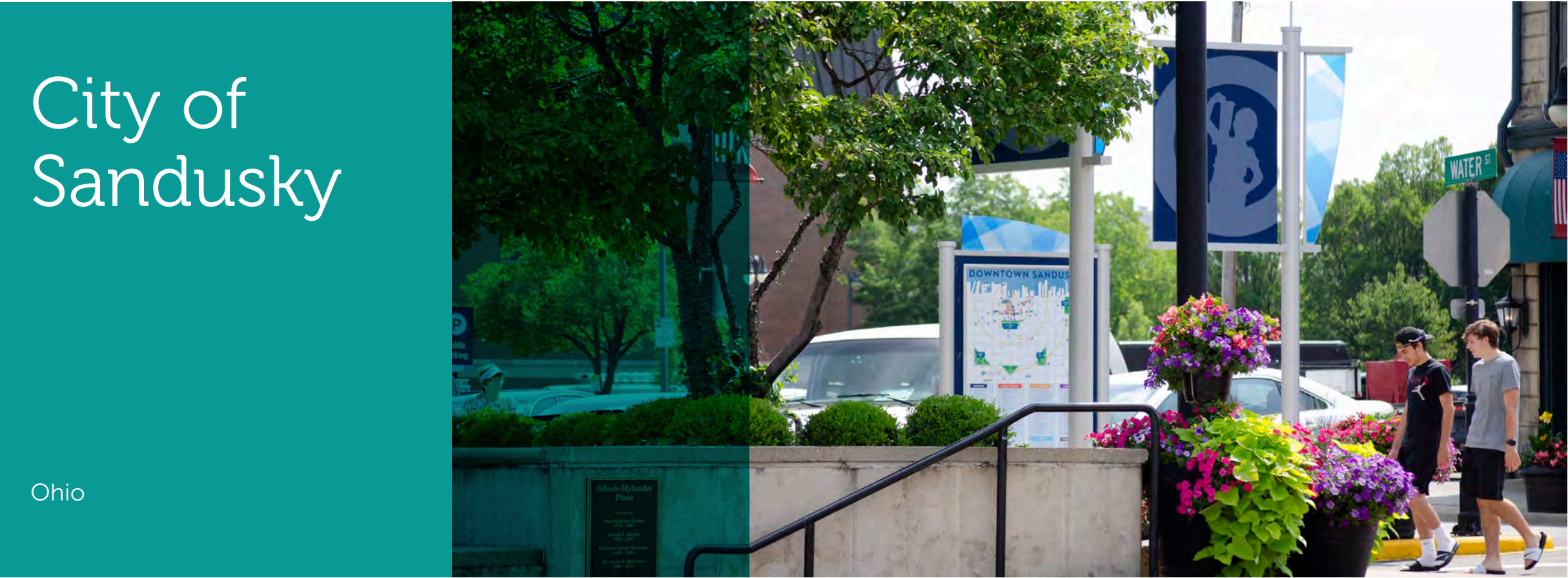
City of River Falls, WI

More than the Roller Coaster
Capital of the World

Best known for Cedar Point, Sandusky has a lot more to offer beyond the thrill of roller coasters. The city has developed into a diverse Lake Erie port town and gateway to nearby island recreation destinations. However, limited public awareness around community assets outside of Cedar Point meant visitors were missing out much of what Sandusky has to offer.

City leaders understood that attracting even a small percentage of Cedar Point traffic would transform visitors into advocates, resulting in a tremendous impact on local businesses. The comprehensive brand strategy and wayfinding system champions a special experience beyond the “Roller Coaster Capital of the World.” Bearing a nautical design, the signage points the way to and through Sandusky’s bustling waterfront downtown.

The wayfinding program has been a piece of a larger branding, placemaking and development puzzle for the City. Named “Best Coastal Small Town” in the 2019 USA Today Readers’ Choice Poll, Sandusky continues to position itself as a welcoming place for regional residents, investors, and visitors.



“The goal is to give people a sense of arrival not only to Sandusky, but to our core and historic district as well. We’re building on existing assets like Cedar Point while letting visitors know there is an entire city they can explore.”

Eric Wobser, City Manager, City of Sandusky



Guide
Services

Site Audit

Stakeholder
Engagement

Brand Positioning

Wayfinding Framework

Sign System Design

Message & Location
Programming

Bid Evaluation

Implementation
Management

Client

City of Sandusky, OH

Showcasing history — for the future

As one of the Midwest’s first-planned communities, Worthington has preserved its historical roots and established itself as a dynamic hub for commercial businesses, residents and visitors. While Worthington is the quintessential place to live and work, a citywide steering committee wanted to make their brand and wayfinding experience better so even more people could connect with this picture perfect community.

Working with a steering committee made up of local stakeholders, Guide developed a wayfinding plan that addressed their concern about making main attractions and parking more accessible. The committee selected a concept that felt both modern and traditional – keeping in alignment with the community character and history.

The new wayfinding design enables them to sustain their traditional community feel while making movement easier and more pleasant regardless of whether you’re walking, biking or driving throughout the city.

The City opted to implement the comprehensive program over a period of five years. The standard of design for the sign program made it easy for them to apply the program consistently everywhere — even with a phased approach.



photo courtesy of the City of Worthington



“As Columbus continues to expand, we needed to maintain our own distinct identity. From the outset, we were so impressed with Guide Studio, not only for their creativity, but their approach to the relationship. Rather than dictating their own process and ideas, they opened up a dialogue and listened.”

Lee Brown, Director, Planning and Building Department, City of Worthington



Guide Services

- Stakeholder Engagement
- Wayfinding Audit
- Wayfinding Analysis
- Sign Plan
- Sign Program Design
- Implementation Plan
- Implementation Oversight

Client
City of Worthington, OH

RECEIVED
MAY 23 2023

BY:



A separate application is required for each board or commission you wish to join.
Resumes are encouraged and may be attached to your **completed** application.

Name of Board or Commission for which you are applying: <i>Historic Commission</i>	
Name: <i>Carolyn Blass</i>	
Home Address: <i>107 DeLano St</i>	Work Address:
Home Phone: <i>269 650-5438</i>	Work Phone:
Cell Phone: <i>269 650-5438</i>	Email: <i>I don't look at the often</i> <i>SNOWMOM83@gmail.com</i>
Please note your preferred method(s) to be contacted: <input checked="" type="checkbox"/> Home Phone <input type="checkbox"/> Work Phone <input checked="" type="checkbox"/> Cell Phone <input type="checkbox"/> Email	
Residency is required for most boards and commissions. <input checked="" type="checkbox"/> I am a resident. If so, for how many years? <i>33 years</i>	

Describe any experiences that led to your desire to serve the community. <i>I have served on the commission in past</i> <i>Architecture has always been a hobby of mine</i> <i>I like to see how things are built old & new styles</i>

Provide a brief biography including your skills, background and expertise, as well as involvement in the community, professional or other nonprofit organizations that are specifically applicable to this board or commission.

I believe I answered some of this already
 I have been involved in kids programs
 sports etc
 I was director of Top Kids Hope USA
 for several years
 I am retired, have some mobility
 problems but can be a contributor in
 the area

Employment: List your three most recent employment experiences.

Dates of Employment	Company Name/Location	Position	Job Description
retired			

Education: List your most recent educational experiences.

Educational Institution/School	Certificate/Degree Received	Area(s) of Study
1 year college		

Supplemental Information: Supplemental Information may be available for certain positions. Some boards and commissions are a mix of citizens with certain qualifications and others are citizens representing the general public. Even if you do not believe you have the experience or professional background to fill the position, the community desires you to still apply. The community needs citizens with diverse backgrounds on its boards and commissions.

Important Public Records Information: All information submitted in this application is public information and subject to disclosure in response to a public records request made pursuant to the Freedom of Information Act. Please contact the City Manager at 269-673-5511, if you have any questions or concerns about the disclosure of specific information.

Truth and Accuracy: I certify that the information contained on this form is accurate and complete to the best of my knowledge. I understand that all information disclosed on this form will be available to the public as part of a Freedom of Information Act request.

Carlyn Bless
Applicant's Signature

5/22/23
Date

Return completed forms to:

Michaela Kleehammer, Deputy City Clerk
City of Allegan
231 Trowbridge Street
Allegan MI 49010
(269) 673-5511
mkleehammer@cityofallegan.org

The City of Allegan is an Equal Opportunity Provider and Employer



A separate application is required for each board or commission you wish to join.
Resumes are encouraged and may be attached to your **completed** application.

Name of Board or Commission for which you are applying: <u>Allegan Historic Assoc.</u>	
Name: <u>Rosalie "Rosie" Hunter</u>	
Home Address: <u>240 Cutler St.</u>	Work Address:
Home Phone: <u>269 673-3525</u>	Work Phone:
Cell Phone: <u>269 358-7215</u>	Email:
Please note your preferred method(s) to be contacted: <input checked="" type="checkbox"/> Home Phone <input type="checkbox"/> Work Phone <input type="checkbox"/> Cell Phone <input checked="" type="checkbox"/> Email ^{Text}	
Residency is required for most boards and commissions. <input checked="" type="checkbox"/> I am a resident. If so, for how many years? <u>1970-2002 2018-Present</u>	

Describe any experiences that led to your desire to serve the community. <u>I Love Allegan. It has become my "hometown" and I have lived here for over fifty years. History was my undergrad Major and my family has been here in Van Buren / Allegan county for my entire life and was preceded by five generations. My Great Great Grandfather, Robertson built an Italianate farmhouse that was in the family for five generations in the Bloomington area. The "feel" of a neighborhood. Maintaining the integrity of housing give us and inter generation connection to our history. A belonging and sense of purpose is accomplished by strong neighborhoods.</u>
--

Provide a brief biography including your skills, background and expertise, as well as involvement in the community, professional or other nonprofit organizations that are specifically applicable to this board or commission.

I will be eighty years old this fall and have served the community in a number of capacities such as president of the Pro, Riverfront Development project Hospital Service League and a number of political campaigns. From cleaning sections of highways to volunteering, participating in bird counts.

My passion has always been to help form a more just society and creating an environment that helps others thrive.

Professionally I graduate with a Bachelor of Arts in History. I worked as a Juvenile Care Worker for the Probate Court in Allegan, raised Annie, then went back for my MSW. After receiving my Masters of Social Work and then received my ACSW. I was a counselor in Mental Health with the Veteran Administration in B.C., MI.

Employment: List your three most recent employment experiences.

Dates of Employment	Company Name/Location	Position	Job Description
1968 1974	Allegan Co Probate Court	Juvenile Probation Officer	assessing and supervising child neglect situations
1988 1996	Veteran Administration	social worker	mental Health counselor
1996 2004	Allegan Co Sheriff Dept.	Jail Counselor	substance abuse / mental health counselor

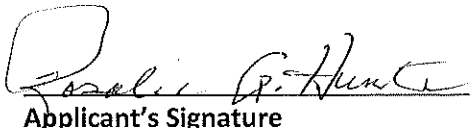
Education: List your most recent educational experiences.

Educational Institution/School	Certificate/Degree Received	Area(s) of Study
WMU	B.S. '66 MSW '88	Social work mental Health counseling
M.S.U. 1999	Master Gardening Program	I did not do the volunteer work to complete

Supplemental Information: Supplemental Information may be available for certain positions. Some boards and commissions are a mix of citizens with certain qualifications and others are citizens representing the general public. Even if you do not believe you have the experience or professional background to fill the position, the community desires you to still apply. The community needs citizens with diverse backgrounds on its boards and commissions.

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Applicant's Signature

May 30, 2023
Date

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231 Trowbridge Street
Allegan MI 49010
(269) 673-5511
mkleehammer@cityofallegan.org

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