



CITY OF ALLEGAN
CITY COUNCIL MEETING
Monday, July 24, 2023 – 7:00PM
City Hall – 231 Trowbridge Street Allegan, MI 49010

Amended 7/24/2023

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 July 24, 2023.

5. APPROVAL OF MINUTES

5A – Approval of the Study Session Minutes from July 10, 2023, Council Meeting.

5B – Approval of the Regular Meeting Minutes from July 10, 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 Wings of Hope.

11. REPORTS FROM BOARDS, COMMISSIONS & CITY OFFICES

11A. City Boards, Commissions and Area Agencies

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

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

11A.3 – Zoning Board of Appeals July 13th Meeting – Joel Dye

11B. Finance Department

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

11C. Public Safety

11C.1 – Request to declare the emergency siren located at 300 Monroe Street as surplus and discuss emergency siren coverage in the City of Allegan.

11D. Water Utilities

11E. Public Works

11E.1 – Request to authorize a transfer of FY2019 airport funds to the Coleman A. Young Airport in Detroit, Michigan.

11E.2 – Request to authorize a purchase order for Riverworks Construction for repairs to the Riverfront Boardwalk in the amount of \$87,610.00 and reject the low bid of TJM Services for bid inaccuracies.

11F. City Manager & City Clerk

11F.1 – Request to accept the June 2023 Downtown Infrastructure and Streetscape Project Progress Report.

11F.2 – Request to approve the proposed land division of Parcel# 03-51-200-004-00, located at 925 River Street.

11F.3 – Request to approve the proposed plat amendment of Parcel# 03-51-100-061-00 and -190-027-00.

11F.4 – Request to approve the FY2024 Lakeshore Advantage Contract.

11F.5 – Request to authorize the Mayor and City Clerk to sign a three-year lease agreement with Saunders Chiropractic Clinic, PLLC.

12. BOARD APPOINTMENTS

12A – Appointment of Sara Ramaker to the Historic District Commission with a term set to expire on December 31, 2026

12B – Appointment of Marjori Cantwell to the Historic District Commission 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.
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**CITY OF ALLEGAN
CITY COUNCIL STUDY SESSION MINUTES
Monday July 10, 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 5:30 PM.

2. Public Comment

No comment given.

3. Round Table Discussion amongst Council Members

Councilmember Morgan discussed Allegan Township's partnership with the Allegan County Sheriff's department for code enforcement.

Mayor Pro-Tem Bird asked for an update regarding the downtown refuse program.

Mayor Galloway inquired about a hole on the Riverfront and a 360° evaluation of the City Manager.

4. Presentation by Lakeshore Advantage

5. Discussion regarding Rental Inspection and Building Inspection Program

Council discussed whether the city would benefit from switching to SAFEbuilt for rental inspection and building inspection services.

6. Discussion regarding a Historic District Study Committee

Council briefly discussed the formation of a HDC study committee but decided to hold off on major discussion until the July 24, 2023, regular Council meeting when Vice Chair Jason Ramaker will be available to participate in the discussion.

7. Review of May Revenue and Expenditure Report

8. Review of Council Agenda

The minutes of this meeting will be available at City Hall, 231 Trowbridge Street Allegan, MI 49010 269.673.5511
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Mayor Pro-Tem Bird inquired about the next phases of the Downtown Infrastructure and Streetscape project.

Councilmember Andrus asked for an update about the construction of a hotel at 101 Brady Street.

9. Adjournment

Mayor Galloway adjourned the meeting at 6:47 PM.

Respectfully submitted,

Michaela Kleehammer, City Clerk



**CITY OF ALLEGAN
CITY COUNCIL REGULAR MEETING MINUTES
Monday July 10, 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: Andrus, Bird, Galloway, Morgan, Redding, Zeter

Absent: Hanse

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

Also Present: City Manager Joel Dye, Downtown Manager Parker Johnson, City Clerk Michaela Kleehammer, and Finance Director/Treasurer Tracy Stull.

3. Pledge of Allegiance

4. Approval of Agenda

4A – Approval of the Regular Council Meeting Agenda for July 10, 2023.

Motion by Zeter with support from Andrus to approve the Regular Council Meeting Agenda for July 10, 2023, as amended. **Motion passed 6-0.**

5. Approval of Minutes

5A – Approval of the Regular Meeting Minutes from June 26, 2023, Council Meeting.

Motion by Bird with support from Andrus to approve the study session minutes from June 26, 2023. **Motion passed 6-0.**

6. Special Presentations & Recognition by Mayor or Council

7. First Reading of Ordinances and Scheduling of Public Hearings

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8. Public Hearings and Adoption of Ordinance

9. Public Comment (7:02 – 7:16)

- Ron Jones (217 Lincoln)
- Zeb and Kim Flora (130 & 136 Park Ave)
- Paul Wylie (643 Sherman)
- Sara Ramaker (334 Marshall)

10. Written Petitions & Reports from Special Committees

11. Reports from Boards, Commissions & City Offices

11A. City Boards, Commissions, and Area Agencies

11A.1 – Election Commission June 28th Meeting – Michaela Kleehammer

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

11B. Finance Department

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

Motion by Bird with support from Andrus to approve accounts payable and payroll.

Motion passed 6-0.

11B.2 – Request to approve the annual auditing services contract with Siegfried Crandall.

Motion by Morgan with support from Bird to approve the annual auditing services contract with Siegfried Crandall. **Motion passed 6-0.**

11B.3 – Request to approve the MERS Contribution Addendum and Agreement.

Motion by Andrus with support from Bird to approve the MERS Contribution Addendum and Agreement. **Motion passed 6-0.**

11C. Police Department

11D. Water Utilities

11E. Public Works

11F. City Manager & City Clerk

11F.1 – Request to adopt Resolution 23.24 to Redistrict Election Precincts.

Motion by Andrus with support from Morgan to adopt Resolution 23.24. **Motion passed 6-0.**

12. Board Appointments**13. Communications from City Manager, Council & Mayor**

City Manager Dye discussed positive comments he received on Friday about Allegan and Rollin' on the River.

Councilmember Morgan asked whether portable carports are permitted in the city.

Councilmember Redding asked about a conflict of interest that would prevent Sara Ramaker from serving on the Historic District Commission. Redding also asked about the issues brought by Ron Jones and Zeb & Kim Flora during public comment.

Mayor Galloway asked City Manager Dye about plans for the next wayfinding meeting. Galloway also extended thoughts and prayers to those affected by the fireworks incident at July 3 Jubilee.

14. Closed Session**15. Adjournment**

Mayor Galloway adjourned the meeting at 7:43 PM.

Respectfully submitted,

Michaela Kleehammer, City Clerk



(269)-686-8659 | 800-796-2676

Fax (269) 686-9643

wingsofhopehospice.com

530 Linn Street Allegan, MI 49010

July 2023

Dear Joel Dye & City of Allegan Council Members,

Wings of Hope Hospice holds an annual fundraising event each summer to raise money for patient care. Donors are asked to make a monetary donation and/or purchase a butterfly in memory or honor of a loved one. We'd love to display these butterflies on the Riverfront Boardwalk where they would be visible for those that purchased them and for those in our incredible community as well.

Each butterfly is approximately 6" by 6" and are made of a heavy cardstock. The name of the loved one is written on the butterfly. Wings of Hope is requesting to place these butterflies on the boardwalk railing at the Allegan Riverfront. The butterflies are attached to fabric which is then attached to the boardwalk railing.

Wings of Hope would like to have the butterflies on display from 9/8/23 through 9/12/23. We would be responsible to removing all butterflies and would be taken down no later than 9/12/2023.

We also think this could be a great opportunity to bring some activity to our beautiful riverfront. We would share the event information in our letter to donors (5,000+ mailed), website, social media and our local newspapers.

Please let me know if you have any questions/concerns. Hoping you will consider our request.

Thank you for your time,

Theresa Lynn, PhD, RN, LMSW
Certified Thanatologist
Executive Director



City of Allegan
Downtown Development Authority Meeting
City of Allegan Council Chambers
231 Trowbridge Street

July 12, 2023

1. Call to Order

Meeting was called to order at 8:00am.

2. Attendance

Present: Chair Mark Heather, Vice Chair Michelle Liggett (8:04am), Mayor Teresa Galloway, Carleigh Ackerman, Carl Canales, Nicole Heslip, Kelly McLean, Phil Siegler, Steve Tibbitts

Absent:

Others Present: Parker Johnson, Downtown Manager and Assistant to the City Manager
Joel Dye, City Manager

3. Approval of Previous Meeting Minutes

Motion to approve the minutes from June 14, 2023, by Galloway, supported by Heslip.
Motion carried 8-0.

4. Public Comment

None

5. Discussion Items

a. Downtown Allegan Improvement Project Update

Johnson gave an update regarding the Downtown Improvement Project. The update included the weekly updates from the contractor. General discussion was had.

b. Wayfinding Signage

Johnson gave an update regarding the wayfinding signage project including dates for upcoming site visits and follow up meetings. Heslip continues to serve as a representative of the DDA on the Wayfinding Signage Steering Committee.

c. Downtown Snow Removal

Johnson discussed sidewalk snow removal in the core downtown area. The Department of Public Works received no bids for the work this upcoming season. Board members agreed that the removal of snow was important, especially considering the improvements to the area and directed city staff to find a solution to continue the service.

Ackerman requested that the public sidewalk along Country House Furniture be added to the removal map, as well as a recommendation to add the public sidewalk along the Regent Theatre.

The discussion also included snow piling locations during downtown road clearing. The DDA's recommendations will be shared with DPW staff.

6. Comments from City Staff & Board Members

- a. Heather asked for an update on the 101 Brady Street project and Dye provided.

7. Adjournment

The meeting was adjourned at 8:37am.

**Respectfully Submitted,
Parker Johnson
Downtown Manager & Assistant to the City Manager**

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City of Allegan City Hall
231 Trowbridge Street, Allegan MI 49010
Wednesday, July 12, 2023 6:30pm

MINUTES

1. Call to Order

Meeting was called to order at 6:31pm

2. Attendance

Present: Chair Judi McCall, Vice Chair Paula Mintek, Carl Canales, Bill Morgan, Korree Johnson, Cyndi Reed, Peter Savage, Eddie Quiñones-Walker

Absent:

Others Present: Joel Dye, City Manager

Parker Johnson, Downtown Manager & Assistant to the City Manager

Jeff Morrie, Assistant Director of the Department of Public Works

3. Approval of Previous Meeting Minutes

Motion by Peter, supported by Carl, to approve the minutes from June 14, 2023. Motion carried 7-0. Cyndi abstained.

4. Public Comment

5. Parks & Recreation

a. Water Street Boardwalk Community Clean-Up

- i. The condition of the Water Street Boardwalk is overgrown and in need of maintenance before the winter season. A community clean-up effort was proposed, and a formal recommendation was made by Paula, supported by Eddie, to set the date for Friday, September 22, 2023. Motion passed 8-0.

b. Other Comment

- i. City staff will present an initial draft of the City of Allegan Parks Master Plan at the August Public Spaces Commission meeting.

6. Oakwood Cemetery

a. Other Comments

- i. Peter gave an update on the Friends of the Oakwood Cemetery.
- ii. Peter also inquired about the repairs to the brick pillars at the Arbor Street entrance.

b. Other Comments

7. Trees

a. Riverfront Park

- i. Jeff Morrie shared plans to plant four new Marmo Maple trees along the Riverfront Park where four trees were removed in recent years.

b. Other Comments

- i. Carl reported the dead tree in the public right-of-way in front of 108 Chestnut Street, also known as Beach Paradise Tanning and Tiki Kut Hair Salon.

8. Downtown Allegan Improvement Project

a. Street Furniture

- i. P. Johnson shared furniture color selections.

b. Tree Donor Programs

- i. Dye shared plans to start a tree donor program at the request of two residents.

c. Other Comment

- i. The board discussed recycling as part of the improvement project.

9. Other Discussion Items

a. Wayfinding Signage

i. P. Johnson gave an update regarding the wayfinding signage project including dates for upcoming site visits and follow up meetings. Korree continues to serve as a representative of the Public Spaces Commission on the Wayfinding Signage Steering Committee.

b. Girl Scout Property – August Tour

i. The Public Spaces Commission will meet at the Girl Scout Property for a site visit at their August meeting.

c. Other Comment

i. Eddie shared his desire to see more representation of Native American history reflected in City of Allegan Parks.

10. Comments from City Staff & Board Members

11. Adjournment

Meeting was adjourned at 7:46pm.

Respectfully submitted,
Parker Johnson
Downtown Manager & Assistant to the City Manager

The minutes of this meeting will be available at City Hall, 231 Trowbridge Street Allegan, MI 49010 269.673.5511

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**City of Allegan
Zoning Board of Appeals
Allegan City Hall 231 Trowbridge Street, Allegan MI 49010**

Minutes

Thursday, July 13, 2023 – 5:00 pm

1. Call to Order

Jon Cook called the meeting to order at 5:00 PM.

2. Attendance

Members Present: Jon Cook, Kurt Hatfield, and Jason Watts
Members Absent: Rachel McKenzie and Tim Perrigo

Motion by Jason Watts, supported by Jon Cook to excuse the absences of Rachel McKenzie and Tim Perrigo. Motion Carried 3-0.

3. Business Meeting

i. Election of Chair for 2023

Motion by Jason Watts, supported by Kurt Hatfield to appoint Jon Cook as Chairperson for 2023.

ii. Election of Vice Chair for 2023

Motion by Kurt Hatfield, supported by Jon Cook to appoint Jason Watts as Vice Chairperson for 2023.

4. Approval of the Agenda for July 13, 2023

Motion by Jason Watts, supported by Jon Cook to approve the agenda.
Motion Carried 3-0.

5. Application

a. 127 Robinson Street – Reduced Front Yard Setback for a Porch Addition

Jon Cook introduced the application and opened the public hearing.

Jessica Green, serving as the contractor for the project, gave an overview of the project, noting that the home is on a shallow lot and the only way to get a front porch is to encroach into the front yard.

There being no more comment, the public hearing was closed.

Motion by Jason Watts, supported by Kurt Hatfield approve the front yard setback variance as presented. Motion Carried 3-0.

4. Other Business

None

6. Adjournment

Jon Cook adjourned the meeting at 5:10 PM.

The minutes of this meeting will be available at City Hall, 231 Trowbridge Street, Allegan MI 49010
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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: July 24th, 2023

SUBJECT: Approval of Accounts Payable and Payroll

Action Requested:

It is requested that City Council approve accounts payable in the amount of \$1,431,747.66 and payroll in the amount of \$147,901.65 for a total disbursement of \$1,579,649.31.

Background:

Attached is the Disbursement Report highlighting the accounts payable by fund as well as listing the individual payments to the vendors paid through July 24th, 2023.

Attachment(s):

Disbursement Report

Disbursement Report

July 24, 2023

Accounts Payable by Fund July 11th through July 24th, 2023

General Fund	\$	314,488.32
Major Streets	\$	88,636.56
Local Streets	\$	207,657.54
Grants	\$	2,840.00
DDA	\$	-
PA	\$	14,234.36
Sewer	\$	219,346.21
Water	\$	574,970.83
Motor Vehicle Pool	\$	8,867.16
Trust & Agency	\$	706.68
Total A/P by Fund	\$	1,431,747.66
Regular Check Run	\$	1,065,622.27
ACH/EFT/Wires	\$	152,518.67
Off-Cycle Check Runs	\$	213,606.72
Total Checks	\$	1,431,747.66
Payroll Check Remittances	\$	993.59
Payroll EFT Remittances	\$	69,202.58
Total Remittances	\$	70,196.17
Payroll - July 17th (for WE 07/16/2023)	\$	77,705.48
Total Payroll	\$	147,901.65
Total Disbursements	\$	1,579,649.31

7/24/2023

Off Cycle Check Runs

Ck#	Vendor	Description	Amount	Date
6241	ALLEGAN AREA EDU SER AGENC	Taxes	\$ 32.86	07/06/23
6242	ALLEGAN DISTRICT LIBRARY	Taxes	\$ 25.24	07/06/23
6243	Guide Studio, Inc.	Wayfinding Program	\$ 5,550.00	07/12/23
6244	TRI-STATE THEATRE SERVICE, IN	Film	\$ 140.00	07/12/23
6245	WALT DISNEY STUDIOS	Film	\$ 664.67	07/12/23
6246	CARTER CONSULTING LLC	Admin Services - 119 Locust Rehab	\$ 1,980.00	07/12/23
6247	VERIZON WIRELESS SERVICES LI	Statement - May 2023	\$ 2,068.77	07/12/23
6248	ALLEGAN PUBLIC SCHOOLS	Taxes	\$ 526.08	07/12/23
6249	ALLEGAN PUBLIC SCHOOLS	Taxes	\$ 122.50	07/12/23
6250	BERENDS HENDRICKS STUIT INS	Policy Renewals	\$ 200,148.35	07/12/23
6251	CITY OF ALLEGAN	Taxes	\$ 219.97	07/12/23
6252	MICHIGAN MUNICIPAL LEAGUE	Quarterly Contribution	\$ 15.47	07/13/23
6276	ANDY'S ACE HARDWARE	Statement - May 2023	\$ 1,252.81	07/17/23
6277	CARTER CONSULTING LLC	Admin Services - 119 Locust Rehab	\$ 860.00	07/17/23
Total Manual Checks			\$ 213,606.72	

Payroll Remittance Checks Report

Ck#	Vendor	Description	Amount	Date
6274	MISDU	Child Support	\$ 860.96	07/17/23
6275	HOLLAND COMMUNITY HOSPIT	Wage Garnishments	\$ 132.63	07/17/23
Total Payroll Checks			\$ 993.59	

EFT Payroll Payment Report

EFT#	Vendor	Description	Amount	Date
EFT 1045	JOHN HANCOCK	Retirement - 457/Loan	\$ 3,509.10	07/17/23
EFT 1046	FEDERAL TAX DEPOSIT	Federal Taxes	\$ 57,148.98	07/17/23
EFT 1047	MERS DC	Retirement - PD	\$ 321.26	07/17/23
EFT 1048	JOHN HANCOCK	Retirement - MPP	\$ 8,223.24	07/17/23
Total Payroll EFT Payments			\$ 69,202.58	
Total Manual Checks			\$ 283,802.89	

Check Register - EFT

7/24/2023

Check Date	Ck#	Vendor Name	Description	n
7/6/2023	3312	OPTUM	2023 HSA Contributions	\$ 103,500.00
7/6/2023	3313	OPTUM	2023 Bonus HSA Contributions	\$ 39,576.80
7/6/2023	3314	OPTUM	VOIDED	\$ (233.33)
7/6/2023	3315	CONSUMERS ENERGY	JUNE 2023 - 3117 - STREET LIGHTS	\$ 3,946.84
7/6/2023	3316	CONSUMERS ENERGY	JUNE 2023 - 8350 - 49010 LED LIGHT ROAD	\$ 1,930.59
7/6/2023	3317	CONSUMERS ENERGY	JUNE 2023 - 3208 - STREET LIGHTS	\$ 60.15
7/6/2023	3318	CONSUMERS ENERGY	JUNE 2023 - 3356 - TRAFFIC LIGHTS	\$ 51.77
7/6/2023	3319	CONSUMERS ENERGY	JUNE 2023 - 3370 - 321 WATER ST	\$ 34.44
7/6/2023	3320	CONSUMERS ENERGY	JUNE 2023 - 4732 - 1451 29TH ST L4 LIGHT	\$ 18.23
7/6/2023	3321	CONSUMERS ENERGY	JUNE 2023 - 0836 - 49010 SIREN RD	\$ 5.79
7/6/2023	3322	WEX	June Statement	\$ 530.77
7/11/2023	3323	INVOICE CLOUD	Monthly Fees	\$ 178.85
7/11/2023	3324	OPTUM	Monthly Fees	\$ 68.75
7/10/2023	3325	CHARTER COMMUNICATIONS H	Internet	\$ 1,644.57
7/20/2023	3326	STATE OF MICHIGAN	Sales Tax - June 2023	\$ 971.12
Total EFT Payments: 15				\$ 152,518.67

Check Register
7/24/2023

Check Date	Check #	Vendor Name	Description	Total Amount	# Invoices
7/14/2023	6253	AMAZON CAPITAL SERVICES	Supplies	\$ 473.19	3
7/14/2023	6254	AUTO-WARES GROUP	Auto Parts/Supplies	\$ 151.06	4
7/14/2023	6255	BROKEN ARROW RECYCLING LLC	Dumpster Rental - June 2023	\$ 1,750.00	1
7/14/2023	6256	DELUXE ECHOSTAR LLC	Film	\$ 160.00	4
7/14/2023	6257	DISABILITY NETWORK/LAKESHORE	Letter of Support	\$ 240.00	1
7/14/2023	6258	FAMILY FARM AND HOME	Parts/Supplies	\$ 377.86	3
7/14/2023	6259	FIRST ADVANTAGE LNS OCC. HEALTH SO	Employee Physicals	\$ 164.76	1
7/14/2023	6260	GALLAGHER INDUSTRIAL LAUNDRY INC	Uniforms	\$ 294.17	1
7/14/2023	6261	GRANITE GUARD LLC	Elevator Phones	\$ 1,646.26	3
7/14/2023	6262	MITEL	Phones	\$ 1,653.83	1
7/14/2023	6263	NAPA AUTO PARTS OF ALLEGAN	Auto Parts/Supplies	\$ 165.08	3
7/14/2023	6264	NORTHWEST KENT MECHANICAL CO	Service Call	\$ 6,331.83	1
7/14/2023	6265	PURITY CYLINDER GASES, INC.	Gasses	\$ 368.00	1
7/14/2023	6266	SHORELINE TECHNOLOGY SOLUTIONS	Licensing	\$ 619.20	1
7/14/2023	6267	STATE INDUSTRIAL PRODUCTS CORP	Wastewater Program	\$ 1,711.49	1
7/14/2023	6268	STATE OF MICHIGAN	SOR Registration	\$ 30.00	1
7/14/2023	6269	STEENSMA LAWN & POWER EQUIP	Parts/Supplies	\$ 237.23	2
7/14/2023	6270	WAANDERS CONCRETE CO.	Fill Sand	\$ 484.11	1
7/14/2023	6271	WALT DISNEY STUDIOS	Film	\$ 1,448.37	1
7/14/2023	6272	WARNER BROTHERS	Film	\$ 100.00	1
7/14/2023	6273	WATER SOLUTIONS UNLIMITED	Water Solutions	\$ 4,390.00	1
7/20/2023	6278	1ST AYD CORPORATION	Cleaner	\$ 176.34	1
7/20/2023	6279	ACCURATE CLEANING SERVICE, LLC	Cleaning Services - June 2023	\$ 1,125.00	1
7/20/2023	6280	ALLEGAN RENTALS INC	Parts/Supplies	\$ 26.99	1
7/20/2023	6281	AMAZON CAPITAL SERVICES	Supplies	\$ 1,140.32	3
7/20/2023	6282	AMERICAN WATER WORKS ASSOC.	Membership Dues	\$ 87.00	1
7/20/2023	6283	ASCENSION BORGESS HOSPITAL	Employee Physicals	\$ 88.00	1
7/20/2023	6284	BLACK GOLD HOLDINGS	Asphalt	\$ 136.68	1
7/20/2023	6285	BRAVE INDUSTRIAL FASTENERS, INC.	Parts/Supplies	\$ 460.20	1
7/20/2023	6286	CARROT-TOP INDUSTRIES INC	Grave Markers	\$ 299.92	1
7/20/2023	6287	CRONK SERVICES, LLC	Cemetery Mowing	\$ 7,200.00	1
7/20/2023	6288	DELUXE ECHOSTAR LLC	Film	\$ 40.00	1
7/20/2023	6289	DESIGN MANUFACTURING LLC	Signs	\$ 41.64	1
7/20/2023	6290	ECONO SIGN & BARRICADE LLC	Signs	\$ 680.02	1
7/20/2023	6291	ETNA SUPPLY COMPANY	Curb Stop/Meter Setter	\$ 4,615.00	2
7/20/2023	6292	FAMILY FARM AND HOME	Parts/Supplies	\$ 10.99	1
7/20/2023	6293	FRONTIER COMMUNICATIONS OF MICH	Phones	\$ 162.59	2
7/20/2023	6294	GALLAGHER INDUSTRIAL LAUNDRY INC	Uniforms	\$ 278.46	1
7/20/2023	6295	GALLS, LLC	Belt	\$ 14.28	1
7/20/2023	6296	GLOBAL ENVIRONMENTAL CONSULTING	Testing	\$ 350.00	1
7/20/2023	6297	GRAND RAPIDS POPCORN, LLC	Regent Concessions	\$ 950.00	1
7/20/2023	6298	HAVILAND PRODUCTS COMPANY	Lab Supplies	\$ 2,824.50	7
7/20/2023	6299	JAMIE VAN SLYKE	Riverfront Restroom Cleaning	\$ 330.00	1
7/20/2023	6300	JASON CARNs	Employee Reimbursement - Work Boots	\$ 150.00	1
7/20/2023	6301	JAY GIBSON	Employee Reimbursement - Travel Expenses	\$ 327.49	1
7/20/2023	6302	JOEL DYE	Employee Reimbursement - Travel Expenses	\$ 53.57	1
7/20/2023	6303	LAURIE COURTNEY	Employee Reimbursement - Work Boots	\$ 133.11	1
7/20/2023	6304	LEGG LUMBER - ALLEGAN	Pineboard/Plywood	\$ 143.96	2
7/20/2023	6305	LOCK MASTER SECURITY LLC	Repair/Cloud Access Control Service	\$ 330.50	2
7/20/2023	6306	MILBOCKER & SONS INC	Projects	\$ 994,829.69	2
7/20/2023	6307	MWEA	Membership Dues	\$ 95.00	1
7/20/2023	6308	NORTH CENTRAL LABS	Lab Supplies	\$ 1,129.46	1
7/20/2023	6309	NORTHWEST KENT MECHANICAL CO	Service Call	\$ 870.45	1
7/20/2023	6310	PLUMBER'S PORTABLE TOILETS	Portable Toilet Rental	\$ 1,025.00	2
7/20/2023	6311	POWERPLAN-JOHN DEERE FINANCIAL	Leaf Vac Engine	\$ 2,680.57	1
7/20/2023	6312	ROBERT L GALLOWAY	Chain Link Materials	\$ 131.00	1
7/20/2023	6313	SIEGFRIED CRANDALL PC	Professional Services - June 2023	\$ 375.00	1
7/20/2023	6314	SNAP ON TOOLS	Tools	\$ 130.00	1
7/20/2023	6315	SYSCO GRAND RAPIDS	Regent Concessions	\$ 1,161.16	1
7/20/2023	6316	THE SAFETY COMPANY LLC DBA MTECH	Transmitter & Receiver	\$ 4,175.28	1

Check Register
7/24/2023

Check Date	Check #	Vendor Name	Description	Total Amount	# Invoices
7/20/2023	6317	TOWNSHIP OF ALLEGAN	Township Debt	\$ 3,665.58	1
7/20/2023	6318	TRACE ANALYTICAL LABORATORIES INC	Testing	\$ 663.00	3
7/20/2023	6319	UNITED WHOLESALE GROCERY	Regent Concessions	\$ 1,722.34	3
7/20/2023	6320	USABLUEBOOK	Parts/Supplies	\$ 671.27	1
7/20/2023	6321	VC3 INC	Laptop	\$ 3,056.00	1
7/20/2023	6322	VERIZON WIRELESS SERVICES LLC	Cell Phone Statement - June 2023	\$ 2,687.48	1
7/20/2023	6323	VISTAR	Regent Concessions	\$ 695.66	1
7/20/2023	6324	WEST OLIVE NURSERY INC.	Plants & Trees	\$ 685.00	1
7/20/2023	6325	WYOMING ASPHALT PAVING CO INC	Asphalt	\$ 200.33	1
Total Checks: 69				\$ 1,065,622.27	102



City of Allegan
269.673.5511
231 Trowbridge Street
Allegan, MI 49010

MEMORANDUM

TO: Allegan City Council
FROM: Joel Dye, City Manager
REVIEWED BY: N/A
DATE: July 24, 2023
SUBJECT: Discussion regarding the emergency siren at 300 Monroe Street

Action Requested:

It is requested that the City Council declare the emergency siren located at 300 Monroe Street as surplus, donate it to the Allegan Fire District, and then discuss emergency siren coverage in the City of Allegan.

Background:

There are currently four emergency sirens spread throughout the City of Allegan. These sirens are activated through the Allegan County Emergency Management System.

One of these sirens is located on the roof at the Allegan Fire Station (300 Monroe Street). This siren is being removed as part of a roof replacement project. The siren will not be reinstalled due to concerns about damaging the new roof as well as due to the age and reduced life expectancy of the current siren. Upon removing this siren, the city will only have three emergency sirens within the city limits. However, over 99% of the city will still be covered. Please see the attached coverage map.

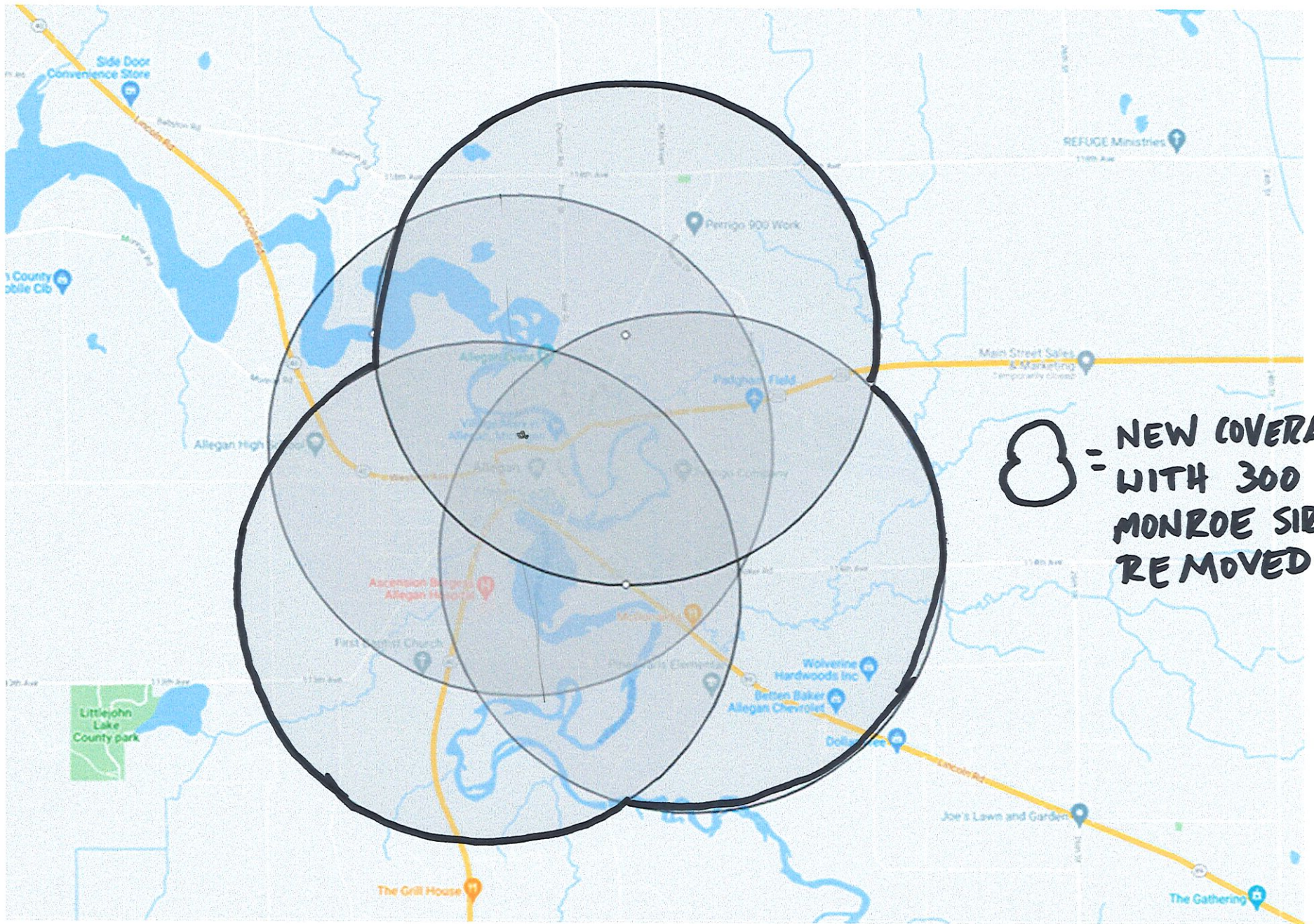
West Shore Services, Inc. has submitted 3 quotes of possible reinstallations. (This price does not include electrician costing for connecting electrical to new location.)

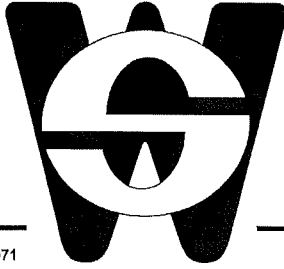
- Reinstall the old siren with new mounting parts and a pole in a city agreed location: \$8,800
- Purchase and install in a location chose by the city, a refurbished modern siren with mounting parts: \$17,600
- Purchase and install in a location chose by the city, a new siren with all mounting parts: \$27,200
- Do nothing, \$0

The City Council will have to decide if it is okay with the coverage as shown on the attached map. If the City Council is not comfortable with the coverage, then staff in coordination with the Fire District will analyze the siren type and placement and come back with the recommendation for the new placement for this siren.

Attachment(s):

Siren Coverage Map with three emergency sirens
West Shore Services, Inc Proposal





Est. 1971

West Shore Services, Inc.

Luke Miller – Director of Operations

6620 Lake Michigan Drive, P.O. Box 188, Allendale, MI 49401
Phone: 616-895-4347 ext. 171 Fax: 616-895-7158

July 13, 2023

Allegan Fire Department
Attn: Fire Chief Nick Brink
300 Monroe St.
Allegan, MI 49010

Re: Federal Signal Thunderbolt 1003 Siren Relocation – Option 1

Dear Chief Brink,

As a result of our discussion, here is the proposal to relocate your existing Thunderbolt siren. I have included the following scope of work along with pricing to complete the project.

The Following Work is Included

- Remove existing control cabinets from building.
- Remove compressor, piping, and siren head from the roof top.
- Remount the siren equipment on a new 50ft class II pole.
 - Note- New pole will be embedded 10ft in the ground in a location determined by the City.
- Provide a new steel blower platform to mount the existing blower assembly on the pole.
- Replumb the three-inch pipe between the blower and the head, as necessary.
- Reinstall the controls including all necessary interconnecting conduit and wiring.

Allegan Responsibilities

- Work with a local electrician to provide the existing disconnect if required, and provide the final electrical connection to the disconnect on the new pole.

The estimated cost to complete the work as described above is \$8,800.00

If you have questions or need any additional information, please feel free to contact me personally. I can be reached at the office at (616) 895-4347 ext. 171 or on my cell phone at (616) 262-0082.

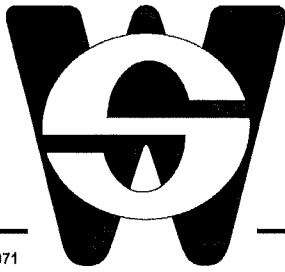
We appreciate the opportunity to work with the Allegan Fire Department.

Sincerely,

A handwritten signature in black ink that reads "Luke Miller". The signature is written in a cursive, slightly slanted style.

Luke Miller
Director of Operations

LGM/rl



Est. 1971

West Shore Services, Inc.

Luke Miller – Director of Operations

6620 Lake Michigan Drive, P.O. Box 188, Allendale, MI 49401
Phone: 616-895-4347 ext. 171 Fax: 616-895-7158

July 13, 2023

Allegan Fire Department
Attn: Fire Chief Nick Brink
300 Monroe St.
Allegan, MI 49010

RE: Used Federal Signal 2001 Siren Proposal – Option 2

Dear Chief Brink,

Provide A Refurbished Federal Signal 2001 Two-Way Siren

Each refurbished 2001 AC/DC remote warning site will include the following equipment:

- Refurbished 2001 SRN siren head
- Refurbished 2001 AC/DC all aluminum control and battery cabinet including four (4) new batteries
- Used transformer/rectifier
- New antenna, antenna mount, and cable
- Delivery and installation on a new 50' Class II wood pole with aluminum conduit and all necessary interconnection wiring between the siren components
- The unit will come equipped with a 60 amp disconnect for underground or overhead electrical service

The total cost to furnish, deliver, and install the equipment identified above is \$17,600.00

Note: This includes a \$1,000.00 credit for the reuse of the city's existing Federal Signal FCH control board and radio, which will be installed in the 2001 control cabinet. This board and radio are still the most current model of equipment that we would furnish in a brand-new installation.

Trade In

If you decide to move forward with either two or three, we will provide a trade in of \$800.00 for the existing thunderbolt equipment.

Customer Responsibilities

- Determine that no city-owned utilities are adjacent to the fire station in the area reviewed where the siren is to be installed. West Shore will be responsible for contacting the MissDig system to confirm the location of any public utilities.
- The city will be responsible for the final 120/240 volt, single-phase electrical connection to the 60amp pole-mounted disconnect we will be providing as part of the installation of the equipment.

Warranty

This equipment we are providing carries a one-year warranty for defects in materials or workmanship.

2001 Additional Information

I have enclosed a brochure on the Federal Signal 2001 unit we have recommended. This unit is one model back from the current production model and carries a dB rating of 128dB. The 2001 siren we have proposed has a coverage radius of approximately 4500 feet according to FEMA standards. This means the edge of the 4500 radius represents 68-70 dB of residual sound, which meets the FEMA standards for outdoor warning.

If you have questions or need any additional information, please feel free to contact me personally. I can be reached at the office at (616) 895-4347 ext. 171 or on my cell phone at (616) 262-0082.

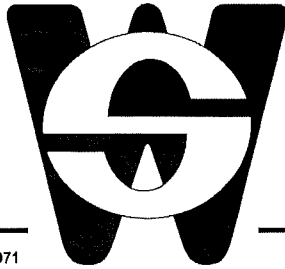
We appreciate the opportunity to work with the City of Allegan.

Sincerely,



Luke Miller
Director of Operations

LGM/rl



West Shore Services, Inc.

Luke Miller – Director of Operations

6620 Lake Michigan Drive, P.O. Box 188, Allendale, MI 49401

Phone: 616-895-4347 ext. 171 Fax: 616-895-7158

Est. 1971

July 13, 2023

Allegan Fire Department
Attn: Fire Chief Nick Brink
300 Monroe St.
Allegan, MI 49010

RE: New Federal Signal 2001 Siren Proposal – Option 3

Dear Chief Brink,

This option includes the cost to provide a new Federal Signal 2001-130 AC/DC remote warning siren site per the information identified below.

Provide A New Federal Signal 2001 Two-Way Siren Warning Siren Site

Each new 2001 AC/DC remote warning site will include the following equipment:

- 2001-130 SRN siren head
- DCFCTBDH AC/DC all aluminum two- way control and battery cabinet including four (4) new batteries
- Transformer/rectifier
- New antenna, antenna mount, and cable
- Delivery and installation on a new 50' Class II wood pole with aluminum conduit and all necessary interconnection wiring between the siren components
- The unit will come equipped with a 60 amp disconnect for underground or overhead electrical service

The total cost to furnish, deliver, and install the equipment identified above is \$27,200.00.

Note: This includes a \$1,000.00 credit for the reuse of the city's existing Federal Signal FCH control board and radio, which will be installed in the 2001 control cabinet. This board and radio are still the most current model of equipment that we would furnish in a brand-new installation.

Trade-In

If you decide to move forward with either option 2 or 3, we will provide a trade-in of \$800.00 for the existing Thunderbolt equipment.

Customer Responsibilities

- Determine that no city-owned utilities are adjacent to the fire station in the area reviewed where the siren is to be installed. West Shore will be responsible for contacting the MissDig system to confirm the location of any public utilities.
- The city will be responsible for the final 120/240 volt, single-phase electrical connection to the 60amp pole-mounted disconnect we will be providing as part of the installation of the equipment.

Warranty

This equipment we are providing carries a one-year warranty for defects in materials or workmanship.

2001 Additional Information

I have enclosed a brochure on the Federal Signal 2001 unit we have recommended. This unit carries a dB rating of 130dB. The new 2001 siren we have proposed has a coverage radius of approximately 4500 feet according to FEMA standards. This means the edge of the 4500 radius represents 68-70 dB of residual sound, which meets the FEMA standards for outdoor warning.

If you have questions or need any additional information, please feel free to contact me personally. I can be reached at the office at (616) 895-4347 ext. 171 or on my cell phone at (616) 262-0082.

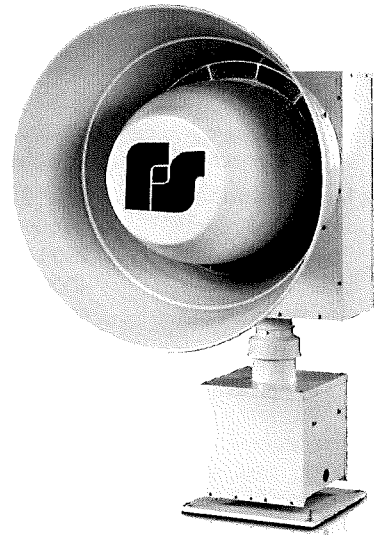
We appreciate the opportunity to work with the City of Allegan.

Sincerely,



Luke Miller
Director of Operations

LGM/rl



► Model 2001-130 and Equinox

High Power, Directional Rotating Siren

The Federal Signal 2001-130 and Equinox sirens is a high power, rotating, unidirectional outdoor warning siren. The high-decibel output provides maximum coverage with minimum installation cost. Radio/cellular/satellite or wireless IP activation can further minimize installation costs by eliminating the need for leased dedicated control lines.

The siren's projector produces a 60-degree projection of sound which rotates at 3 RPM and can produce three distinct warning signals: steady, wail and fast wail. The siren will supply a minimum of 15 minutes of full power output from its batteries after AC power loss. The siren controls are available with battery operation, solar, AC operation, and AC operation with battery back-up, one-way and two-way radio control, wired or wireless Ethernet, satellite/cellular or landline. The 2001 Series is offered in low frequency (500 Hz) or mid-range frequency (790 Hz).

Ideal applications for this warning siren include hazardous weather conditions, fires, floods, chemical spills and other types of community or facility emergencies.

FEATURES

- High-powered rotating siren for maximum coverage
- Available in low and mid-range frequency
- Three distinct warning signals
- AC or Solar powered with battery operation or back-up
- Weather-resistant coating

High Power, Directional Rotating Siren (2001-130/Equinox)

SPECIFICATIONS

Power:¹

Sirens can be powered from 120VAC, 240VAC, with battery back-up or battery operation. Solar powering can also be provided

Signal Information:	2001-130	Equinox
Signal /Sweep Rate	Frequency Range	500 Hz
Steady /Continuous	790 Hz	
Wail /10 sec.	470-790 Hz	180-500 Hz
Fast Wail /3.5 sec.	600-790 Hz	300-500 Hz
Coverage: ²	2001-130	Equinox
70dB	Up to 6,500'	Up to 6,100'
60dB	Up to 13,200'	Up to 12,200'

Pole Mounts:

Wood, steel, composite or concrete poles can be provided.

Contact Federal Signal for details

Communications:

Federal Signal can supply one-way and two-way communications. Radio, IP, Landline, Satellite and Cellular can be combined to provide a robust alerting solution

Operating Temperature:³ -22°F to 140°F -30°C to 60°C

Dimensions H x W x D: 62" x 37" x 41"
(157 cm x 94 cm x 104 cm)

Net Weight:	420 lbs	190 kg
Shipping Weight:	460 lbs	205 kg
Equinox Net Weight	390 pounds	159 kg
Equinox Shipping Weight	460 pounds	205 kg

HOW TO ORDER

Contact our Federal Signal Sales Engineers to design a system that meets your specific requirements.

Description Part Number

Siren Ordering Information:

Rotating electro-mechanical siren 130 dBc +/- 1 dBc @ 100' (30.5m) 48VDC, pole mount included **2001-130**

Rotating electro-mechanical siren, low frequency, 125 dBc +/- 1 dBc @ 100' (30.5m) 48VDC, pole mount included **Equinox**

Siren Control Ordering Information:

One-way FC Controller, 120VAC operation	FC/H/U
Two-way FC Controller, 120VAC operation	FCTBD/H/U
One-way FC Controller, 120VAC to battery operation	DCFCB/H/U ⁴
Two-way FC Controller, 120VAC to battery operation	DCFCTBD/H/U ⁴

Command and Control for Multiple Siren Installation:

Console for siren activation (R for rack mount)	SS2000+/R
Commander software for PC based siren activation, monitoring and control	SFCD ⁵

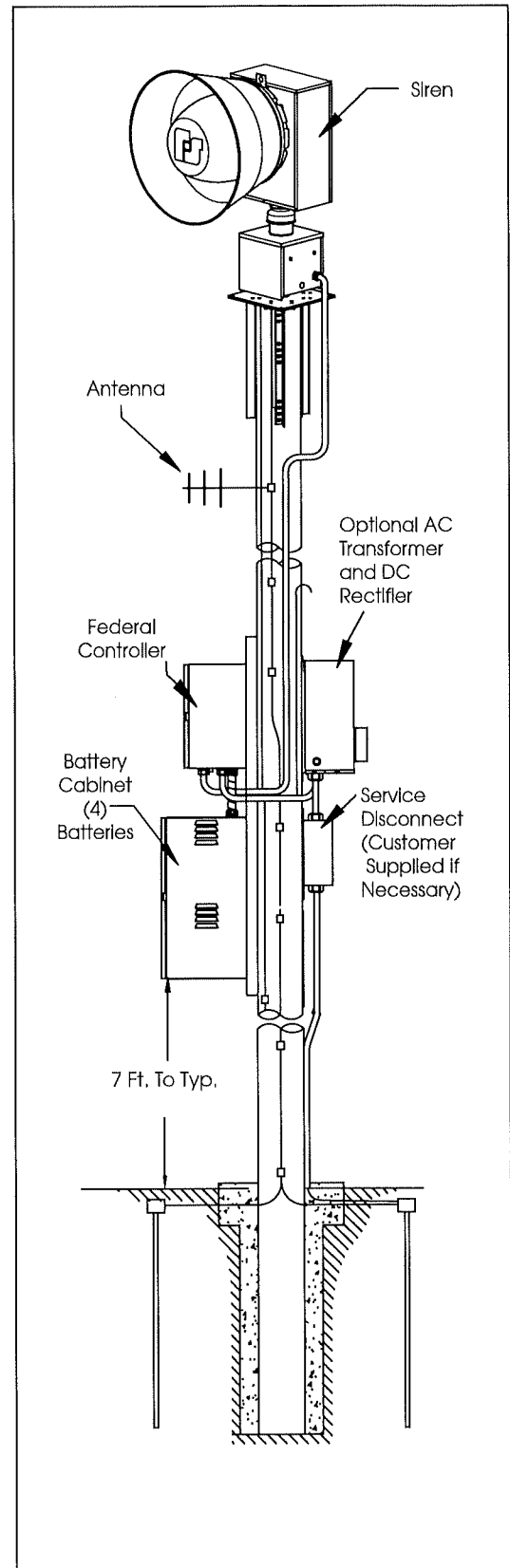
¹ Contact Federal Signal for powering options

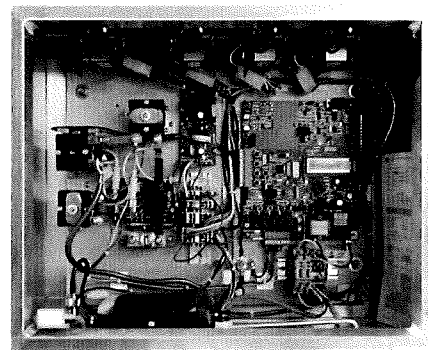
² Actual coverage is dependent on many factors, contact Federal Signal for sound analysis of your specific location

³ The siren can operate throughout this temperature range provided that battery temperature is maintained at 18°C or higher

⁴ Batteries not included

⁵ See product page for additional information





► Model DCFCTBD

Two-Way Digital Controller for Electro-Mechanical Sirens

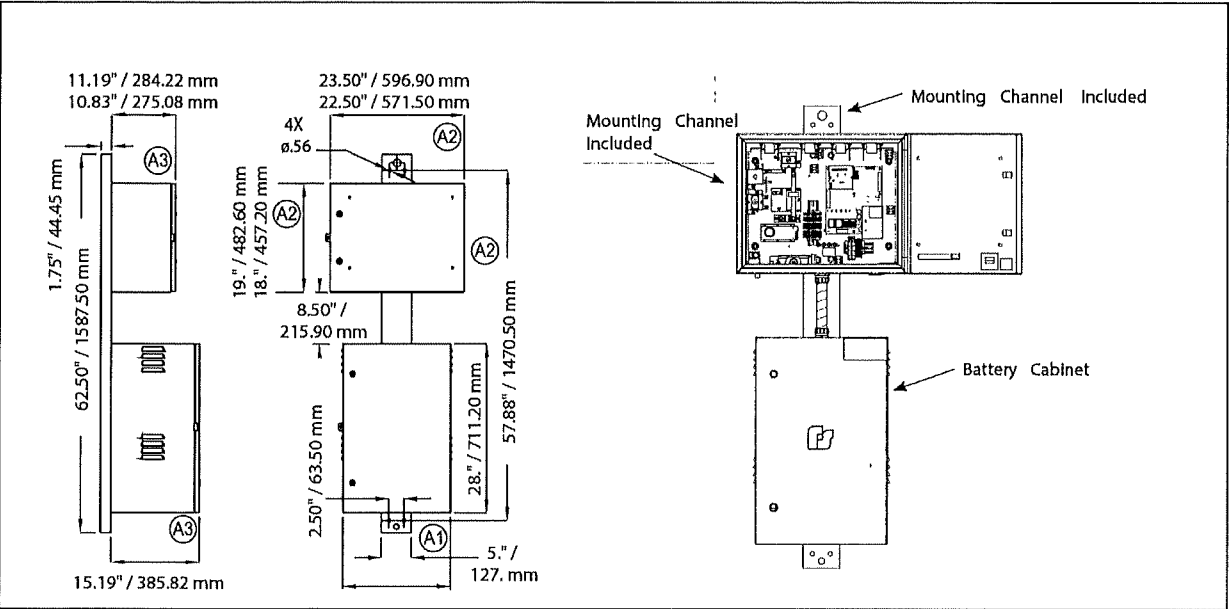
Federal Signal DCFCTBD siren controllers are two-way digital, battery-operated/back-up and status monitoring systems for use with the Federal Signal 2001-130, Equinox, 508-128 and Eclipse8 sirens. The DCFCTBD siren controller typically interfaces with off-the-shelf two-way radio transceivers and communicates to a base controller. DCFCTBD siren controllers can be used with radios utilizing single-tone, two-tone sequential, DTMF, POCSAG, AFSK, EAS and digital formats such as P25 and Tetra. The DCFCTBD controllers can be equipped with optional communications such as landline, IP, fiber, satellite, and cellular. This makes DCFCTBD siren controllers compatible with virtually any existing siren control system or communication method. There are four local inputs and four local push buttons for activation, plus a reset option.

DCFCTBD models come equipped with four independent relay outputs that can be programmed to activate with local inputs, local pushbuttons or via the communications channels. Activation codes, relay timing, and optional warning sounds are programmed into the unit through a standard RS232 serial port or over-the-air from the central control point. The DCFCTBD siren controller offers six user programmable functions in addition to the five pre-set functions (arm, disarm, report, growl test and master reset). These controllers include sensors to supply information on the following areas of operation: AC power status, communications status, low battery status, intrusion, siren activation, current intrusion, siren rotation and local activation.

FEATURES

- Two-way siren controller for 48VDC Sirens
- Two-way radio control and status monitoring
- Simultaneous two-tone sequential, DTMF, EAS, POCSAG, and digital AFSK decoding for security
- Able to utilize multiple communication paths for redundancy
- Controls mechanical sirens, including models 2001-130, Equinox, 508-128 and Eclipse8
- Solar options available
- Push buttons for local activation
- Landline, Ethernet (IP) or radio control
- UL Listed for general signaling
- DNV Certified

Two-Way Digital Controller for Electro-Mechanical Sirens (DCFCTBD)



SPECIFICATIONS

Operating Temperature:	-22°F to 149°F / -30°C to 65°C	
AC supply voltage:	120VAC @ 4.0 Amps 240VAC @ 2.0 Amps	
Battery Backup:	48VDC	
Current Draw:	+/- 10%, 50/60 Hz, maximum standby current	
DCFCTBD Power Supply:	6A @ 13.3VDC	
Battery Backup:	48VDC	
Current Draw:	< 0.2 amps in standby	
Serial Port Protocol:	RS232C 1200, N, 8, 1	
Programmable Frequency:	Power Out and Private Line options. For further details, consult the Vertex® product manual.	
EAS:	Supports standard EAS codes and wildcards	
POCSAG:	Supports binary AFSK 512 Baud numeric messages.	
4 relay outputs:	SPST	
Contact Rating:(4 relays standard)	5A @ 28VDC – 8A @ 240VAC	
Shipping Weight:		
DCFCTB Total Weight (including batteries)	364 lbs	165 kg
Shipping Weight (excluding batteries)	300 lbs	136 kg
2001TRBP Net Weight	150 lbs	68 kg
2001TRBP Shipping Weight	190 lbs	86.2 kg

HOW TO ORDER

Contact our Federal Signal Sales Engineers to design a system that meets your specific requirements.

Description	Part Number
Two-way Controller DC Powered, no radio	DCFCTBD
Two-way Controller, Radio Controlled, DC Powered (H=high band, U=UHF)	DCFCTBDH/U
Two-way Controller, IP-enabled, DC Powered	DCFCTBD-IP

Note:
Antenna and cable are not included with radio activation control and must be ordered separately
Batteries required. Call for assistance with specific system requirements

OPTIONAL ACCESSORIES

Description	Part Number
Federal programming software (Non-digital applications)	FSPWARE
Commander® Software System, *10, 25, 255, or 512 Site License	SFCD*
208-240VAC operation	2001TRBP
Activation system	SS2000+
Solar powered option	Contact Federal Signal
Antenna	Contact Federal Signal



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: July 17, 2023

SUBJECT: Authorization to transfer Airport Funds to Coleman A. Young
Municipal Airport (DET)

Action Requested:

That the City Council authorizes Mayor Galloway to sign the attached document transferring FY19 airport funding to the Coleman A. Young airport in Detroit.

Background: MDOT – AERO recently contacted the city notifying that they recommend we transfer our remaining FY 19 funds of \$104,000 to another airport in Michigan that can use these funds by their expiration date of 09/23/2023. The inability to use the FY19 funds relates to the provisional airport license we operated under recently.

MDOT is asking that we transfer the funds to Coleman A. Young (DET) airport. Deadline for this transfer is July 31, 2023. Mayor needs to sign the Certification of Transferring Sponsor (attached), which then needs to be emailed to our city attorney for witnessing before returning it by email to MDOT before the deadline.

Staff recommends transferring these FY2019 funds.

Attachments: Request for FAA Approval of Agreement for Transfer of Entitlements
Certification of Transferring Sponsor



Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor:

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47114(c) for

the: Name of Transferring Airport (and LOCID): ()

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Total		

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements: ()

Name of Receiving Airport's Sponsor:

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: _____

Name:

Title:

Date:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Signature of Sponsor's Authorized Official: _____

I, _____, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of _____. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Signature of Sponsor's Attorney: _____



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: July 24, 2023

SUBJECT: Riverfront Boardwalk Repair Project

Action Requested:

That the City Council approve a purchase order for Riverworks Construction in the amount of \$87,610.00 for repairs to the Riverfront Boardwalk and reject the low bid of TJM Services for bid inaccuracies.

Background:

In 2022 the City Council directed staff to evaluate riverfront boardwalk. During this evaluation it was determined that part of the boardwalk between Hanson Park and the Veteran's Monument needed to be repaired.

The city contracted with Abonmarche to develop engineering bids for this repair and set aside \$100,000 to conduct this repair. DPW staff advertised and received bids for the repair to this portion of the Riverfront Boardwalk.

Three (3) bids were received by the City Clerk's office on June 21, 2023, and were opened by the city clerk with two bidders present. Abonmarche checked the bids for completeness and accuracy and provided their recommendation (attached).

Attachments:

Abonmarche Recommendation Letter
Purchase Order

July 7, 2023

Mr. Doug Kadzban – Public Works Director
City of Allegan
691 Airway Drive
Allegan, MI 49010

Re: Recommendation for Contract Award
Structural Repairs to Riverfront Boardwalk

Mr. Kadzban,

On June 21, 2023, three (3) bids were received for the Structural Repairs to the Riverfront Boardwalk in Allegan, MI. Per your request, Abonmarche checked the bids for completeness and accuracy. A summary of the bid tabulation is provided below:

Bid Summary

Bidder	Bid Bond	Bid
Engineer's Estimate	-	\$73,139.00
TJM Services LLC (Allegan, MI)	✓	\$71,409.00
Riverworks Construction (Holland, MI)	✓	\$87,610.00
Milbocker & Sons, Inc. (Allegan, MI)	✓	\$117,029.00

The low bid was submitted by **TJM Services LLC** of **Allegan, MI**. Their bid appears to have qualifications on possible joist repair work that does not meet the specifications of the bid documents and plans (reinforcing vs replacement of joists and no connection to deck boards installed from above boardwalk as specified on plans). Therefore, we recommend that the next low bid be chosen for award. **Riverworks Construction** of **Holland, MI** is the next low bid, which appears to meet the requirements of the bid plans. Abonmarche recommends award of the contract to **Riverworks Construction** in the amount of **\$87,610.00**.

If you have any questions or comments on our recommendation, please feel free to contact me.

Sincerely,
ABONMARCHE



Scott Leblang, PE
Senior Project Engineer

07/20/2023



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

Purchase Requisition

Requested Date 07/20/2023

Purchase Requisition No 24-0721

Requested By dkadzban
Department 101

Preferred Vendor 547892
Riverworks Construction
Address 5776 143rd Ave

Contract/Job #: Holland, MI 49423

Req. Description: Structural Repairs to the Riverfront Boardwalk

Qty.	Description	GL Number	Unit Price	Amount
1		101-751-97900	87,610.00	87,610.00

Total: 87,610.00

Requested By: _____ **Date** _____

Finance Approval: _____ **Date** _____

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

Notes:

Riverworks Construction's bid is well within the \$100,000 that was budgeted for this project as part of the FY2024 budget.

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: July 24, 2023

SUBJECT: Downtown Infrastructure and Streetscape Project Progress Report

Action Requested:

It is requested that the City Council accept the June 2023 Downtown Infrastructure and Streetscape Project Progress Report.

Background:

Each month the City Council receives a report on the Downtown Infrastructure and Streetscape Project. This typically occurs at the first meeting of the month and covers the work that was done the month before. However, even though the report was done for your July 10, 2023, meeting, it was inadvertently not put in the packet.

Attached is the report for June 2023.

Attachment(s):

June 2023 Downtown Infrastructure and Streetscape Project Progress Report



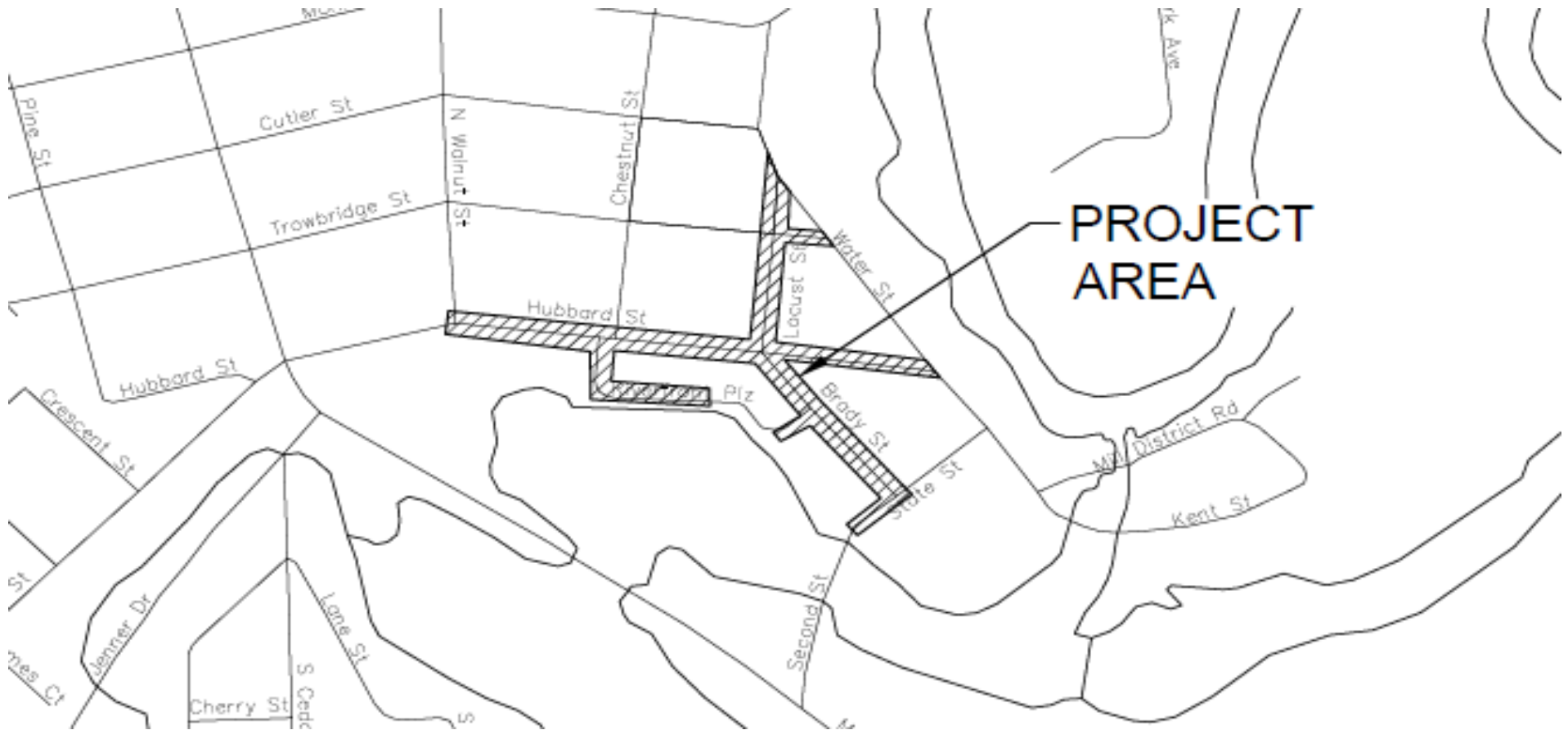
Downtown Infrastructure & Streetscape Project Progress Report



Monthly Update – June 2023



Project Scope



The Downtown Infrastructure and Streetscape Project is a capital improvement project being conducted by the City of Allegan to completely replace all underground utilities, streets, sidewalks, landscaping, streetlights, and other pedestrian amenities along Hubbard Street, Brady Street, and Locust Street in Downtown Allegan. This includes the creation of a public plaza the east end of Trowbridge Street between Locust Street and Water Street.



Project Schedule — This schedule is dependent on weather and material availability.

Work	Duration	Estimated Start Date	Estimated End Date
Brady Street			
Storm Sewer	6 Days	1-May-23	8-May-23
Test Watermain	4 Days	1-May-23	4-May-23
State Street /Perrigo Watermain Tie In	1 Day	5-May-23	5-May-23
Tie Ins/Water Services	5 Days	8-May-23	12-May-23
Excavate/Place Aggregate	5 Days	15-May-23	19-May-23
Curb and Gutter	3 Days	22-May-23	24-May-23
Electrical Underground	7 Days	25-May-23	2-Jun-23
Sidewalk/Drives	7 Days	5-Jun-23	13-Jun-23
HMA Leveling	3 Days	14-Jun-23	16-Jun-23
Restoration	3 Days	19-Jun-23	21-Jun-23
East Hubbard Street (Locust Street to Water Street)			
Sanitary	6 Days	9-May-23	16-May-23
Watermain	4 Days	15-May-23	18-May-23
Storm Sewer	6 Days	23-May-23	30-May-23
Excavate/Place Aggregate	5 Days	31-May-23	6-Jun-23
Curb and Gutter	3 Days	7-Jun-23	9-Jun-23
Electrical	7 Days	12-Jun-23	20-Jun-23
Sidewalk/Drives	7 Days	21-Jun-23	29-Jun-23
HMA Leveling	3 Days	30-Jun-23	4-Jul-23
Restoration	3 Days	5-Jul-23	7-Jul-23

Work	Duration	Estimated Start Date	Estimated End Date
West Hubbard Street (Locust Street to Chestnut Street)			
Sanitary	4 Days	17-May-23	22-May-23
Watermain	6 Days	19-May-23	26-May-23
Test Watermain (East and West Hubbard)	3 Days	29-May-23	31-May-23
Storm Sewer (Chestnut to to Locust)	5 Days	31-May-23	6-Jun-23
Water Services (East and West)	12 Days	1-Jun-23	16-Jun-23
Riverfront Sanitary to West	16 Days	19-Jun-23	10-Jul-23
Storm Sewer (West of Chestnut)	4 Days	11-Jul-23	14-Jul-23
Excavate/Place Aggregate	8 Days	17-Jul-23	26-Jul-23
Curb and Gutter	4 Days	27-Jul-23	1-Aug-23
Electrical	10 Days	2-Aug-23	15-Aug-23
Sidewalk/Drives/Brick	13 Days	16-Aug-23	1-Sep-23
HMA Leveling	3 Days	4-Sep-23	6-Sep-23
Restoration	4 Days	7-Sep-23	12-Sep-23
Locust and Trowbridge Streets			
Trowbridge Sanitary	3 Days	17-Jul-23	19-Jul-23
Watermain	5 Days	20-Jul-23	26-Jul-23
Test Watermain	4 Days	27-Jul-23	1-Aug-23
Storm Sewer	7 Days	27-Jul-23	4-Aug-23
Water Services	8 Days	2-Aug-23	11-Aug-23
Basment Abandoments	15 Days	7-Aug-23	25-Aug-23
Excavate/Place Aggregate	8 Days	28-Aug-23	6-Sep-23
Curb and Gutter	5 Days	7-Sep-23	13-Sep-23
Seat Wall Concete	7 Days	14-Sep-23	22-Sep-23
Electrical	12 Days	14-Sep-23	29-Sep-23
Sidewalk/Drives/Brick	15 Days	2-Oct-23	20-Oct-23
HMA Leveling	3 Days	23-Oct-23	25-Oct-23
HMA Top Course (Whole Project)	7 Days	26-Oct-23	3-Nov-23
Clean Up/Landscaping (Whole Project)	8 Days	6-Nov-23	15-Nov-23



Project Progress

Work completed during prior month.

- Work continued on Brady Street, Hubbard Street and along the Riverfront – Curbs have been installed on Brady and Hubbard (Water Street to Chestnut).
- Staff purchased tables, chairs, and benches; we were able to secure a 5% discount on our purchase.
- A different light pole and post top lantern were selected for the lights; this pole and post top lantern was reviewed the by the DDA, Public Spaces and City Council.

Work planned for upcoming month.

- Sidewalk removal and replacement and base course asphalt will be installed on Brady and Hubbard Street.
- Conduit will be installed along Brady and Hubbard Street.
- State Street and the 2nd Street Bridge will be open once the guardrail is installed.
- Riverfront Sewer work will continue.
- Work will begin on Locust Street.

NOTE: All work is weather dependent and relies on various material vendors



Items of Note

Following are items of note or unplanned issues the project team is working to address or actively tracking:

- Staff is finalizing the decision on which type of removeable bollards will be installed at the entrance to the Riverfront Park off Hubbard and Brady Street to better control vehicle access and protect pedestrians during events on the riverfront.
- Staff is looking at installing video cameras at corners of Trowbridge Street and Locust Street and Hubbard Street and Brady Street.
- Staff is working with the library for the removal of a mature tree whose root system has to be removed due to the underground infrastructure.



Project Budget Report

Payment History by Month

Fund ID	Fund Name	FY22 thru Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	TOTAL
202	Streets (Major)	\$ 1,573	\$ -	\$ -	\$ -	\$ 16,994	\$ 42,798	\$ 124,133	\$ 85,745	\$ 271,243
203	Streets (Minor)	\$ 140,816	\$ 2,020	\$ 145,210	\$ 3,975	\$ 109,367	\$ 106,022	\$ 295,969	\$ 226,736	\$ 1,030,114
590	Sewer	\$ 96,614	\$ -	\$ -	\$ -	\$ 37,905	\$ 113,400	\$ 249,943	\$ 194,754	\$ 692,617
591	Water	\$ 165,123	\$ -	\$ -	\$ -	\$ 45,252	\$ 94,993	\$ 305,004	\$ 232,620	\$ 842,992
	TOTAL	\$ 404,127	\$ 2,020	\$ 145,210	\$ 3,975	\$ 209,518	\$ 357,213	\$ 975,049	\$ 739,855	\$ 2,836,966

2023 DTSS: Expenditures

Vendor	Job Description	Agreement Amount 2022	202 Major Streets	203 Local Streets	590 Sewer	591 Water	Change Orders	Amended Total (A)	Amount Paid to Date (B)	Balance Remaining (A-B)
Abonmarche	Design Engineering	\$ 278,000	\$ -	\$ 121,422	\$ 60,058	\$ 96,520	\$ -	\$ 278,000	\$ 278,000	\$ -
S&P:	Bond Rating	\$ 13,500	\$ -	\$ 5,805	\$ 2,970	\$ 4,725	\$ -	\$ 13,500	\$ 13,500	\$ -
Dickenson Wright PLLC:	Bond Counsel	\$ 58,750	\$ 1,573	\$ 5,267	\$ 17,000	\$ 34,910	\$ -	\$ 58,750	\$ 58,750	\$ -
MFCI, LLC:	Bond-Finacial Advisors	\$ 48,635	\$ -	\$ 19,950	\$ 12,750	\$ 15,935	\$ -	\$ 48,635	\$ 48,635	\$ -
Kaechele Publications:	Bond Public Notice	\$ 4,940	\$ -	\$ -	\$ 2,470	\$ 2,470	\$ -	\$ 4,940	\$ 4,940	\$ -
Treasury Filing Fees:	Bond Filing	\$ 1,538	\$ -	\$ 538	\$ 400	\$ 600	\$ -	\$ 1,538	\$ 1,538	\$ -
Consumers	Lighting	\$ 300,000	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ 300,000	\$ 66,752	\$ 233,248
TBD	Amenities	\$ 200,000	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ 200,000
Other Expenses	USPS, Orbis, EconoSign	\$ 3,804	\$ -	\$ 3,804	\$ -	\$ -	\$ -	\$ 3,804	\$ 3,804	\$ -
Abonmarche	Construction Engineering	\$ 530,800	\$ 44,228	\$ 205,457	\$ 129,780	\$ 155,310	\$ -	\$ 534,775	\$ 162,912	\$ 371,862
Milbocker	Construction	\$ 6,944,419	\$ 832,013	\$ 2,061,123	\$ 1,846,721	\$ 2,204,562	\$ 29,254	\$ 6,973,673	\$ 2,198,135	\$ 4,775,538
	Project Totals	\$ 8,384,386	\$ 877,814	\$ 2,923,365	\$ 2,072,149	\$ 2,515,032	\$ 29,254	\$ 8,417,614	\$ 2,836,966	\$ 5,580,648



Project Budget Progress Report

1. Invoices received/paid during the current month.

Date	Vendor	Inv#	Inv \$
05/31/23	Broken Arrow	Downtown Dumpsters	\$ 1,350.00
06/14/23	Abonmarche	146601	\$ 74,200.95
06/25/23	Allegan County	Easement	\$ 31.50
06/30/23	Milbocker	5	\$ 664,272.49

2. Change orders received during the current month.

N/A



**PROFESSIONAL CODE INSPECTIONS
OF MICHIGAN, INC.**
1575 142nd Avenue
Dorr, MI 49323
(616) 877-2000

MEMORANDUM

TO: Allegan City Council
FROM: Jason Derry, Zoning Administrator
DATE: July 18, 2023
RE: Tooker – Land Division – 03-51-200-004-00

The City Council is set to review a land division within the City of Allegan.

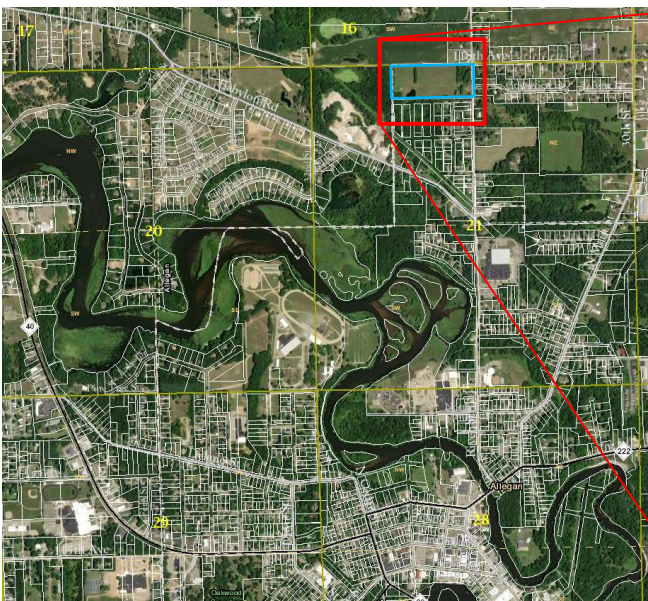
GENERAL OVERVIEW

Property Information

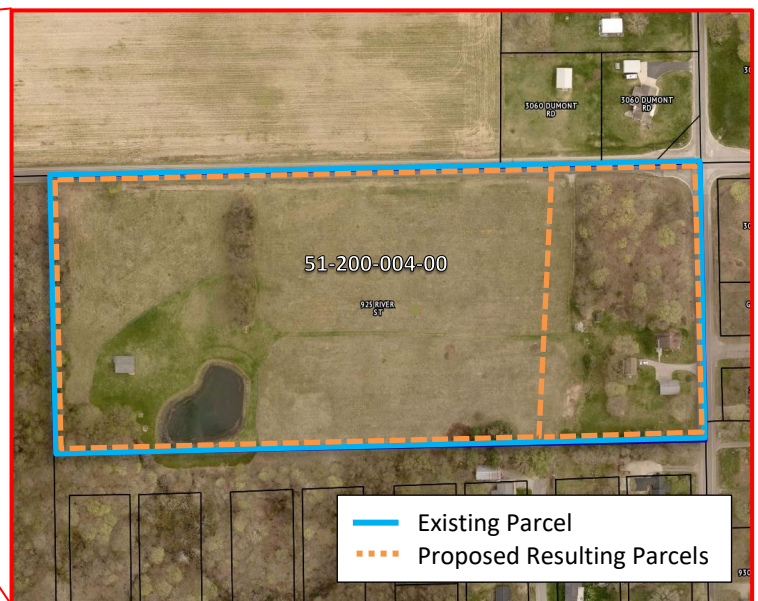
The parcel addressed 925 River Street, also known as permanent parcel number 03-51-200-004-00 resides at the southwest corner of 118th Avenue and River Street and comprises approximately 16.96 acres. It has further frontage on the vacated and unimproved Michigan Avenue right-of-way to the south. It is currently zoned R-2 Single-family Residential – Medium Density Zoning District and bordered to the south by like R-2 property, the east by Allegan Township's R-2 Residential – Low Density District, the north by Allegan Township's A Agricultural District, and the west by Allegan Township's I-1 Industrial District.

Request Information

There is a request before the Board to divide 51-200-004-00 into a 13.78-acre piece ("Parcel A") and 4.13-acre remainder. Please see the aerial photos, attached application, and survey for your reference.



Subject properties in relation to the City of Allegan
(Allegan County Parcel Viewer 2.0, 2021)



Subject properties in relation to each other
(CONNECTExplorer Eagleview, 2023)

The resulting parcels will be a 13.78-acre new parcel, labeled "Parcel A" on the survey and a 4.13-acre remainder. Parcel A will retain 1,038.48 feet of frontage on 118th Avenue to the north and 984.53 feet on the vacated, unimproved Michigan Avenue to the south. Likewise, the remainder will retain 277 feet of frontage on 118th Avenue to the north, 594.48 feet on River Street to the east, and 328.94 feet on the vacated, unimproved Michigan Avenue to the south.

Despite the 200 in the parcel number, no other evidence exists to suggest that this parcel is platted. The proposed division is therefore a metes-and-bounds division regulated by the applicable sections of the Land Division Act of 1997. The Assessor's data indicates that the property has not been divided since 1997, thereby having all four (4) division rights available to it (measured by the LDA of 1997 as *three (3) new parcels + the remainder* for a total of *four (4) resulting parcels*). This proposed division constitutes one (1) of those four (4) divisions rights, resulting in two (2) total parcels. The remainder of the parent parcel will therefore be able to create two (2) more additional parcels afterward. Meanwhile, the new proposed parcel (Parcel A) would, by default, be unable to divide for ten (10) years before gaining one (1) redivision right.

However, since the remainder is listed on the survey as the smaller of the two pieces, the applicant has elected to convey the two (2) remaining division rights from the remainder parcel to the new parcel (Parcel A). Parcel A will therefore have the right to divide two (2) more times to result in a total of three (3) parcels. The remainder, meanwhile, will be unable to divide indefinitely.

Like the current proposal, any and all future parcels will need to meet the R-2 District dimensional requirements (60 feet of frontage; 8,100 square feet of area if served by public water/sewer; 35,000 square feet if not).

Section 5.03 of the Municipal Ordinance states that Council approval is required to complete this combination, subject to the limitations spelled out in Section 5.04. It is my opinion this combination complies with the requirements of Section 5.04, and therefore is qualified to come before you for approval. A copy of Sections 5.03 and 5.04 have been attached for your convenience.

Conclusion

I hope the information provided is helpful to you as you consider this request. If you have any questions or concerns, please do not hesitate to contact me and I will assist in any way that I am able. You may reach me by phone at either (616) 877-2000 Ext. 215 or by email at jderry@pcimi.com.

Sincerely,



Jason Derry
City of Allegan Zoning Administrator
Professional Code Inspections of Michigan, Inc.



PROFESSIONAL CODE INSPECTIONS
OF MICHIGAN, INC.

1575 142nd Avenue
Dorr, MI 49323
(616) 877-2000
(Fax) #(616) 877-4455

LAND DIVISION APPLICATION

PERMANENT PARCEL NUMBER: 03- 51-200-004-00 LOT: _____

ZONING DISTRICT: R2

NAME OF PROPERTY OWNERS: Linda Tooker

MAILING ADDRESS: 925 River Street Allegan, MI. 49010

PHONE NUMBER: 269-355-5749 EMAIL ADDRESS: NO COMPUTER

TO PROCESS YOUR APPLICATION YOU MUST PROVIDE THE FOLLOWING:

1. A copy of the Recorded Deed showing ownership of the property.
2. If you are not the owner, provide proof that you are the legally appointed agent for the property owner
3. A copy of a Land Division Tax Payment Certification Form issued by the Allegan County Treasurer's office.
4. Survey map, prepared pursuant to Michigan statutory requirements by a licensed surveyor showing:
 - a. The current boundaries as of March 31, 1997
 - b. All land divisions made after March 31, 1997
 - c. The proposed division(s) including dimensions and acreage
 - d. Existing and proposed road/easement right of way
 - e. Easements for public utilities from each parcel to existing public utility facilities
 - f. Existing improvements (buildings, well, septic, driveways, etc.) OR INDICATE NONE
 - g. Locate any site limitations (wetlands, floodplain) OR INDICATE NONE
5. Proposed Legal Descriptions for each new parcel
6. Materials from the County Road Commission, MDOT or respective municipality for a new private road
7. A signed and dated statement giving detailed information about the terms and availability of future division rights, or a statement that all future land division rights are being retained by the grantor. THIS STATEMENT IS REQUIRED BY LAW TO BE ON YOUR DEED.

Each parcel or tract of land is allowed a designated number of land divisions (determined by total acreage). Each proposed land division must meet the requirements of the Land Division Act and the local Zoning Ordinance. This signed and dated statement will indicate whether the seller is retaining all future divisions with the parent parcel/tract (the land he/she is keeping) or whether the seller is allowing the buyer (of proposed parcel) the right to divide the new parcel within the next 10 years and the number of divisions being designated to the new parcel.

APPROVAL OF ANY LAND DIVISION IS CONDITIONAL ON THE ACCURACY OF THE INFORMATION PROVIDED BY THE APPLICANT. FALSE OR INACCURATE INFORMATION OR A DEVIATION FROM THE APPROVED LAND DIVISION APPLICATION WILL IMMEDIATELY VOID YOUR APPROVAL.

A BUILDING PERMIT WILL NOT BE ISSUED FOR A NEW PARCEL UNTIL A DEED TRANSFERING OWNERSHIP OF THE PROPERTY IS RECORDED WITH THE ALLEGAN COUNTY REGISTER OF DEEDS OFFICE.

DEED STATEMENTS REQUIRED BY LAW: All Deeds for un-platted lands must contain the following two statements:

1. The Grantor (Seller) Grants to the Grantee(Purchaser) The Right to Make 2 (insert number) Divisions Under Section 108 of the Land Division Act. No. 288 of the Public Acts of 1967. (In the absence of such a statement or the failure to write a number the right to make such divisions stays with the remainder of the parent parcel retained by the grantor)
2. This property may be located within the vicinity of Farmland or a Farm Operation. Generally Accepted Agricultural and Management Practices which may generate Noise, Dust, Odors and Other Associated Conditions may be used and are protected by the MICHIGAN RIGHT TO FARM ACT.

DATE: 6-21-2023 SIGNATURE OF APPLICANT: Synda Toesker

(FOR OFFICE USE ONLY)

DATE APPROVED: _____ NOT APPROVED: _____

If denied, the request was not in compliance with the following provisions of the local Zoning Ordinance. Chapter: _____ Section _____

Conditions of Approval: _____

_____, Zoning Administrator/Deputy



COUNTY OF ALLEGAN

Sally L Brooks, Treasurer

Allegan County Building
113 Chestnut Street, Allegan, MI 49010

Phone: 269-673-0260

Email: treasurer@allegancounty.org

Land Division Tax Payment Certification Form

Date: 5-31-2023

Name: Linda Tooker

Phone: (269) 686-0656 ^{LAND LINE} cell (269) 355-5749 ^{call cell first}

Owner Address: 925 River Street

Owner City, State, Zip: Allegan, MI, 49010

Property Address: 925 River Street

Property City, State, Zip: Allegan, MI, 49010

Parcel ID Number: 03-51-200-004-00

Attach a legal description of the parcel to be divided.

TREASURER'S OFFICE

☐ CERTIFICATION DENIED

Date: _____ By: _____

The Allegan County Treasurer's Office has found delinquent taxes on the parcel listed above and cannot issue a certification of tax payment. Delinquent Taxes Owed: _____, as of today's date.

☒ CERTIFICATION APPROVED

Date: 5-31-23 By: Dorise Herndl Meyer

DRAIN OFFICE

☐ CERTIFICATION DENIED

Date: _____ By: _____

The Allegan County Drain Office has found unpaid special assessments on the parcel listed above and cannot issue a certification of tax payment. Special Assessment Owed: 0, as of today's date.

☒ CERTIFICATION APPROVED

Date: 5-31-23 By: Heather Knight

Pursuant to House Bill 4055, MCL 560.109 (1) (i), effective 9/16/2019, the Allegan County Treasurer's Office certifies that all property taxes and special assessments due on the above parcel subject to the proposed division for the five years preceding the date of the application have been paid. The current year tax is not available for examination by the County Treasurer. Contact your City, Village or Township Treasurer for current taxes and special assessments. _____ TAX YEAR WILL STILL BE BILLED AT THE ABOVE PARCEL NUMBER.

This form must be accompanied by an official receipt from Allegan County Treasurer for the \$5.00 fee.

**ALLEGAN COUNTY**113 CHESTNUT STREET
ALLEGAN, MI 49010-0259**OFFICIAL RECEIPT**

Deposit number		Receipt date		334305	
Payee name		Check number			
Receipt desc		Check date			
LAND DIVISION SPLIT					
Description		Account		Amount	
TAX CERTIFICATIONS					
		R 101-253.000-615.010		5.00	

Doc Group: **dheindlmey**

Receipt amount	5.00
Check amount	0.00
Cash amount	5.00
Credit amount	0.00
Change tendered	0.00

Signature

Sally L Brooks

OFFICE OF THE TREASURER
SALLY L. BROOKS, COUNTY OF ALLEGAN, STATE OF MICHIGAN

----- TAX HISTORY -----

Property Number: 03-51-200-004-00

Unit: 51 CITY OF ALLEGAN

Name: TOOKER LINDA

Property Address: 925 RIVER ST
ALLEGAN MI 49010

925 RIVER ST
ALLEGAN MI 49010

School District:

TO AVOID ADDITIONAL PENALTIES

Payments received after 2:30 p.m. will be credited to the next business day.

Payments must be in this office by 2:30 on the last working day of the month.

Postmarks will not be recognized

Payer is responsible for verification of property numbers upon which
payments are made. Erroneous payments will not be refunded.

TAX YEAR	TAXABLE VALUE	STATE EQ. VALUE	PRIN.RES./AG EXEMPTION	BASE TAX BILLED	STATUS	DATE LAST PMT*	TOTAL DUE BY: 05/31/23
2022	43,024	72,000	100.00%	1,936.79	PDC	12/05/22	0.00
2021	41,650	70,200	100.00%	1,851.55	PDC	12/06/21	0.00
2020	41,075	67,400	100.00%	1,825.16	PDC	12/31/20	0.00
2019	40,310	59,000	100.00%	1,780.08	PDC	12/11/19	0.00
2018	39,366	58,700	100.00%	1,741.43	PDC	12/10/18	0.00
2017	38,557	56,100	100.00%	1,666.72	PDC	12/20/17	0.00
2016	38,214	50,100	100.00%	1,654.48	PDC	12/14/16	0.00
2015	38,100	38,100	100.00%	1,613.36	PDC	12/09/15	0.00
2014	39,300	39,300	100.00%	1,631.47	PDC	12/18/14	0.00
2013	41,200	41,200	100.00%	1,702.21	PDC	12/16/13	0.00
							0.00

*Prior to Tax Year 2000 pmt dates may show only if paid delinquent after
March 1, 2000. Zero due indicates tax was paid in full. PDC=Paid Current(to
local twp/city) PDD=Paid Delinquent(to County) FRF=in Forfeiture RDM=Redeemed
FRC=Foreclosed SLD=Sold TFL=Transferred to Local Unit

DESCRIPTION OF PROPERTY

N 561 FT OF E 1/2 NW 1/4 EX THAT PART TAKEN FOR ROAD PURPOSES SEC 21 T2N R13W (98)

Dated: 05/31/23

Visit us on the web at: www.allegancounty.org

Mail Payments To:

ALLEGAN COUNTY TREASURER
P.O. BOX 259
113 CHESTNUT STREET
ALLEGAN, MI 49010-0259

*Search Tax Records

*Pay Delinquent Taxes on-line

*Print Tax Deferrment Application

*Foreclosure Sale information

*Print Dog License Applications

To pay Delinquent Taxes by credit card:

On-line at: www.allegancounty.org

Or, Call 1-800-2PAYTAX (1-800-272-9829)

Phone: (269) 673-0260

Fax: (269) 673-6094

Email: treasurer@allegancounty.org

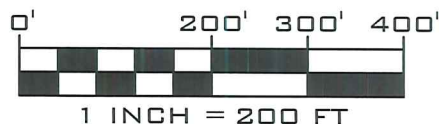
(Use Jurisdiction Code 3260). An extra fee will be added.

NORTHWEST CORNER, SEC 21, T2N, R13W
FOUND A.C. REMON CAPPED IRON IN MON BOX
 -FND N&T WEST SIDE POWER POLE NORTH 109.27'
 -FND N&T SOUTH SIDE POWER POLE N75°W 88.03'
 -FND A.C. REF CAPPED IRON SOUTH 14.31'
 -EDGE OF BIT ROAD (118TH AVE) NORTH +/- 1.0'

NORTH 1/4 COR, SEC 21, T2N, R13W
FOUND 3/4" IRON BAR IN MON BOX

-FND N&T SW SIDE POWER POLE	N45°W	60.43'
-FND N&T WEST SIDE POWER POLE	S20°E	63.37'
-SET NL W. SIDE POWER POLE	N10°E	198.06'

IN C/L NORTH-SOUTH AND EAST-WEST ROADS



● = FOUND 1/2" IRON PIPE OR AS NOTED
 ○ = SET P.S. 54432 CAPPED 1/2" REBAR
 (R) = RECORDED DISTANCE OR BEARING
 □ = SET WOOD LINE STAKE

CENTER OF SEC 21, T2N, R13W
FOUND 1/2" REBAR IN MON BOX

-FND NL SW SIDE POWER POLE	N30°E	48.29'
-FND NL NE SIDE POWER POLE	N25°W	58.43'
-FND NL TOP GRADE RAIL POST	S25°W	45.20'

-C/L NORTH-SOUTH ROAD (RIVER ST.) IS EAST +/- 2.0'



42 NORTH
SURVEYING
4601 134th Avenue Ste H
Hamilton, MI 49419
Ph: 269-751-8356
www.42northsurveying.com

CLIENT: LINDA TOOKER
JOB NO.: 230077
DATE: JUNE 8, 2023
SCALE: 1" = 200'
DRAWN BY: NRB
CHECKED BY: KDM


 KEVIN D. MIEDEMA P.S. 54432

CITY OF ALLEGAN, ALLEGAN CO, MI SEC. 21 T02 N, R 13 W 230077

CITY OF ALLEGAN, ALLEGAN CO, MI
SEC. 21
T 02 N, R 13 W
230077

ORIGINAL PARCEL DESCRIPTION PER DEED IN LIBER 1559, PAGE 632:

COMMENCING AT THE NORTH QUARTER POST OF SECTION 21, TOWN 2 NORTH, RANGE 13 WEST, CITY OF ALLEGAN, ALLEGAN COUNTY, MICHIGAN, RUNNING THENCE WEST 1315.3 FEET, THENCE SOUTH 561 FEET, THENCE EAST 1316.3 FEET, THENCE NORTH 561 FEET TO THE PLACE OF BEGINNING.

TOGETHER WITH REVERSIONARY RIGHTS OBTAINED TO LAND VACATED BY THE CITY OF ALLEGAN IN INSTRUMENT RECORDED IN LIBER 659 OF RECORDS AT PAGE 102.

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD, OR OTHERWISE.

SUBJECT TO THE RIGHTS OF THE PUBLIC AND OF ANY GOVERNMENTAL UNIT IN ANY PART THEREOF TAKEN, USED OR DEEDED FOR STREET, ROAD, OR HIGHWAY PURPOSES.

SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED IN A FULL AND ACCURATE TITLE SEARCH.

DESCRIPTION PARCEL "A" PER SURVEY:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWN 2 NORTH, RANGE 13 WEST, CITY OF ALLEGAN, ALLEGAN COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 21; THENCE NORTH 89° 50' 51" WEST ON THE NORTH LINE OF SAID SECTION 277.00 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE SOUTH 05° 01' 10" WEST 596.23 FEET TO THE CENTERLINE OF MICHIGAN AVENUE AS PLATTED IN HIGHLAND PARK ADDITION, BEING A PLAT IN EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE NORTH 89° 46' 43" WEST ON SAID CENTERLINE 984.53 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION AND ALSO BEING THE WEST LINE OF SAID HIGHLAND PARK ADDITION; THENCE NORTH 00° 10' 24" WEST ON SAID WEST LINE 592.91 FEET TO SAID NORTH SECTION LINE; THENCE SOUTH 89° 50' 51" EAST ON SAID NORTH SECTION LINE 1038.48 FEET TO THE POINT OF BEGINNING. CONTAINING 13.78 ACRES, MORE OR LESS.

SUBJECT TO ANY RESERVED RIGHTS TO THE CITY OF ALLEGAN IN LAND VACATED IN INSTRUMENT RECORDED IN LIBER 659, PAGE 102.

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD, OR OTHERWISE.

SUBJECT TO THE RIGHTS OF THE PUBLIC AND OF ANY GOVERNMENTAL UNIT IN ANY PART THEREOF TAKEN, USED OR DEEDED FOR STREET, ROAD, OR HIGHWAY PURPOSES.

SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED IN A FULL AND ACCURATE TITLE SEARCH.

THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING AND THE REQUIREMENTS OF P.A. 132 OF 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

BEARINGS ARE RELATED TO THE MICHIGAN STATE PLANE COORDINATE SYSTEM'S SOUTH ZONE.

DESCRIPTION REMAINDER PARCEL ID 03-51-200-004-00 PER SURVEY:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWN 2 NORTH, RANGE 13 WEST, CITY OF ALLEGAN, ALLEGAN COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 00° 01' 19" WEST ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 594.48 FEET TO THE CENTERLINE OF MICHIGAN AVENUE AS PLATTED IN HIGHLAND PARK ADDITION, BEING A PLAT IN EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE NORTH 89° 46' 43" WEST ON SAID CENTERLINE 328.94 FEET; THENCE NORTH 05° 01' 10" EAST 596.23 FEET TO SAID NORTH SECTION LINE; THENCE SOUTH 89° 50' 51" EAST ON SAID NORTH SECTION LINE 277.00 FEET TO THE POINT OF BEGINNING. CONTAINING 4.13 ACRES, MORE OR LESS.

SUBJECT TO ANY RESERVED RIGHTS TO THE CITY OF ALLEGAN IN LAND VACATED IN INSTRUMENT RECORDED IN LIBER 659, PAGE 102.

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD, OR OTHERWISE.

SUBJECT TO THE RIGHTS OF THE PUBLIC AND OF ANY GOVERNMENTAL UNIT IN ANY PART THEREOF TAKEN, USED OR DEEDED FOR STREET, ROAD, OR HIGHWAY PURPOSES.

SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED IN A FULL AND ACCURATE TITLE SEARCH.

THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING AND THE REQUIREMENTS OF P.A. 132 OF 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

BEARINGS ARE RELATED TO THE MICHIGAN STATE PLANE COORDINATE SYSTEM'S SOUTH ZONE.



42 NORTH
SURVEYING
4601 134th Avenue Ste H
Hamilton, MI 49419
Ph: 268-751-8356
www.42northsurveying.com

CLIENT: LINDA TOOKER
JOB No.: 230077
DATE: JUNE 8, 2023
SCALE: N/A
DRAWN BY: NRB
CHECKED BY: KDM

Kevin D. Miedema
6/15/2023
KEVIN D. MIEDEMA P.S. 54432



**PROFESSIONAL CODE INSPECTIONS
OF MICHIGAN, INC.**
1575 142nd Avenue
Dorr, MI 49323
(616) 877-2000

MEMORANDUM

TO: Allegan City Council
FROM: Jason Derry, Zoning Administrator
DATE: July 18, 2023
RE: Shanley – Minor Plat Amendment (Combination) – 03-51-100-061-00 & 03-51-190-027-00

The City Council is set to review a minor plat amendment within the City of Allegan.

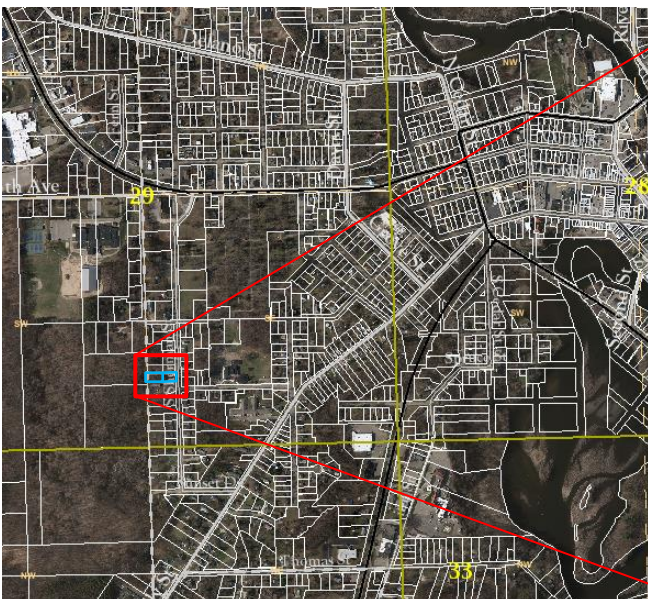
GENERAL OVERVIEW

Property Information

The properties in question are parcel numbers *03-51-100-061-00* and *03-51-190-027-00* (554 S Sherman Street). Both properties are owned by Lawrence Shanley. Parcel *-100-061-00* comprises 0.34 acres, has no current frontage on any legally recognized street, and is currently vacant. Parcel *-190-027-00* comprises 0.27 acres, fronts approximately 90 feet on S Sherman Street, and hosts an owner-occupied dwelling. Both parcels are zoned R-2 Single-family Residential – Medium Density Zoning District.

Request Information

There is a request before the Board to combine Parcels *-03-51-100-061-00* and *-190-027-00*. Please see the aerial photos and attached application for your reference.



Subject properties in relation to the City of Allegan
(Allegan County Parcel Viewer 2.0, 2021)



Subject properties in relation to each other
(CONNECTExplorer Eagleview, 2023)

As all evidence suggests that Sunset Drive is not a legally established street, -100-061-00 is currently considered unbuildable. Therefore, as 554 Sherman Street fronts on Sherman Street, the resulting parcel will allow the previously landlocked -100-061-00 to be built upon. As the parcels are currently zoned R-2 Single-family Residential – Medium Density Zoning District, there is no maximum lot size requirement. Additionally, no road frontage is proposed to be decreased, nor is the overall acreage.

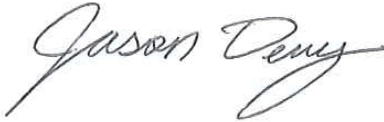
Despite the differing parcel number information, both parcels appear to be part of the West Sunset Acres Plat (1953).

Section 5.03 of the Municipal Ordinance states that Council approval is required to complete this combination, subject to the limitations spelled out in Section 5.04. It is my opinion this combination complies with the requirements of Section 5.04, and therefore is qualified to come before you for approval. A copy of Sections 5.03 and 5.04 have been attached for your convenience.

Conclusion

I hope the information provided is helpful to you as you consider this request. If you have any questions or concerns, please do not hesitate to contact me and I will assist in any way that I am able. You may reach me by phone at either (616) 877-2000 Ext. 215 or by email at jderry@pcimi.com.

Sincerely,

A handwritten signature in cursive script that reads "Jason Derry". The signature is written in black ink and is positioned below the word "Sincerely,".

Jason Derry
City of Allegan Zoning Administrator
Professional Code Inspections of Michigan, Inc.



City of Allegan
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: July 24, 2023
SUBJECT: FY2024 Lakeshore Advantage Contract

Action Requested:

It is requested that City Council approve the FY2024 Lakeshore Advantage Contract in the amount of \$6,250.

Background:

For the past several years, the City of Allegan, along with Allegan County and several other townships in Allegan County have partnered with Lakeshore Advantage to provide economic development services in our communities. Through this work Lakeshore Advantage has been a resource and supporter of local businesses and committed to maintaining a robust business base in the larger West Michigan/Lakeshore Region.

Regarding the City of Allegan specifically, Lakeshore Advantage has conducted several dozen business retention meeting, processed PA 198 Industrial Facility Tax Exemption Applications for Tantrick Brewing and Advanced Architectural Products and serve as a resource to city staff when looking at economic issues, meeting with existing businesses as well as site selection opportunities for new growth. This relationship with Lakeshore Advantage has been fruitful as we continue to grow Allegan's economic engine.

The funding for this contract comes out the City Manager's Budget under the Contractual Services Line Item.

Attachment(s):

Lakeshore Advantage Invoice
Lakeshore Advantage Purchase Order
FY2024 Lakeshore Advantage Agreement

Lakeshore Advantage
201 W. Washington Ave Loft 410
Zeeland, MI 49464 US
katie.degroff@lakeshoreadvantage.com

Invoice

BILL TO
Joel Dye City of Allegan 112 Locust St Allegan, MI 49010 United States

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
00559	07/12/2023	\$6,260.00	08/11/2023	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Annual Investment	Financial Contribution	1	6,250.00	6,250.00
	Misc	ACH Fee	1	10.00	10.00

Please dismiss the ACH Fee if cutting a check!

BALANCE DUE

\$6,260.00



Purchase Requisition

Purchase Requisition No 24-0720

Req. Description: FY2024 Annual Contract

Total: 6,250.00

Notes:

Bid Amount

AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

LAKESHORE ADVANTAGE CORPORATION

This Agreement is entered into on Wednesday, July 01, 2023, by and between City of Allegan, located at 231 Trowbridge Street, Allegan, MI 49010 (“**Community Partner**”) and Lakeshore Advantage Corporation located at 201 W. Washington Avenue, Loft 410, Zeeland, Michigan 49464, (“**Lakeshore Advantage**”).

The Community Partner requests certain economic development services, and Lakeshore Advantage desires to provide such services and is qualified to perform such services.

For and in consideration of the mutual covenants hereinafter contained, the Community Partner and Lakeshore Advantage agree as follows:

1. **Services.** Lakeshore Advantage and its employees will perform certain economic development services for the Community Partner, as designated in the Statement of Work, which is attached hereto and incorporated herein as “**Exhibit A**” (“**Services**”). Lakeshore Advantage agrees to consider and discuss the Services that may be needed by the community; provided, however, that the terms and conditions under which any such Services are provided by Lakeshore Advantage will remain at the exclusive discretion and control of Lakeshore Advantage.
2. **Payment.** The Community Partner will pay Lakeshore Advantage for its Services on an annual basis in a single payment, at the rate identified in the schedule that is attached hereto and incorporated herein as “**Exhibit B**”. The Community Partner will make payments timely after the execution of this Agreement and receipt of an invoice.
3. **Term.** The term of this Agreement will be for a period of one year, commencing ***July 1, 2023, and continuing until June 30, 2024***, unless otherwise terminated as provided for in this Agreement.
4. **Termination.** Either party may terminate this Agreement, or any of the Services performed hereunder, with or without cause, at any time, upon providing the other party with thirty (30) days prior written notice. Any notice will be deemed given when personally delivered or by mailing such notice, postage prepaid, to the other party at the address set forth above. In the event of an early termination of this Agreement, Lakeshore Advantage will be paid the annual fee referenced in Exhibit B hereto on a pro-rated basis to the effective date of the termination. If such termination occurs after the Community Partner has paid Lakeshore Advantage, Lakeshore Advantage will reimburse the Community Partner the pro-rated amount within sixty (60) days of termination.
5. **Independent Contractor.** It is expressly understood and agreed that Lakeshore Advantage is an independent contractor. The employees, servants and agents of Lakeshore Advantage will in no way be deemed to be and will not hold themselves out as the employees, servants or agents of the Community Partner. Lakeshore Advantage’s

employees, servants and agents will not be entitled to any fringe benefits of the Community Partner such as, but limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. Lakeshore Advantage will be responsible for withholding and payment of all applicable taxes, including, but not limited to, income and Social Security taxes to the proper Federal, State and local governments. Lakeshore Advantage will carry workers' compensation and unemployment compensation coverage for its employees, as required by law. It is also expressly agreed that Lakeshore Advantage will not be covered by or participate in any benefits extended to Community Partner's employees through the Community Partner's pension plans, deferred compensation plans or personnel policies and procedures.

6. **Report of Services.** Lakeshore Advantage will report to the Board of Trustees or Directors of the Community Partner as requested and will otherwise be available to meet with and provide reasonable information relating to the Services to the Community Partner.
7. **Compliance with Law.** Lakeshore Advantage will render the Services in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. Lakeshore Advantage will adhere to all Federal, State and local laws, ordinances and regulations prohibiting discrimination with regard to persons seeking and/or receiving Services. Lakeshore Advantage will not discriminate against a person to be served or an employee or an employee or applicant for employment, because of race, color, religion, national origin, age, sex, handicap, health, weight, marital status, political affiliation or beliefs, or citizenship as required by law. Lakeshore Advantage's breach of the covenant will be regarded as a material breach of this Agreement.
8. **Modification and Execution.** This Agreement may only be modified by a written agreement signed by the authorized representatives of the Community Partner and Lakeshore Advantage. This Agreement may be executed by the Community Partner and Lakeshore Advantage in separate counterparts, each of which when so executed and delivered will be an original, but all of which together will constitute one and the same Agreement. Electronic signatures will be considered genuine and enforceable. The persons signing this Agreement on behalf of the parties hereto certify that they are duly authorized to sign on behalf of the parties and that this Agreement has been authorized by the appropriate parties.
9. **Assignment.** Lakeshore Advantage may not subcontract or otherwise assign its duties and obligations under this Agreement without the prior written consent of the Community Partner, which consent may not be unreasonably withheld.
10. **Complete Agreement.** This Agreement constitutes the complete agreement concerning the Services and, as of the effective date hereof, supersedes any and all prior agreements between the parties, if any. Community Partner and Lakeshore Advantage acknowledge that they have read this agreement and had an opportunity to consult with legal counsel and are freely entering into this Agreement. If any provision of the Agreement is held to be invalid, the remainder of the Agreement will not be affected thereby except where the

invalidity of the provision will result in the illegality and/or unenforceability of this Agreement.

11. **Michigan Law.** This Agreement is governed by and will be interpreted and construed in accordance with the laws of the State of Michigan, without regard to conflict of law principles.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

LAKESHORE ADVANTAGE CORPORATION

BY: _____

DATE: _____

Jennifer Owens

ITS: President

City of Allegan

BY:

DATE: _____

Joel Dye

ITS: City Manager

EXHIBIT A STATEMENT OF WORK

1. RETENTION & EXPANSION ACTIVITIES:

Conduct primary business retention visits to existing primary employers in Allegan County. A primary employer exports goods and/or services outside of our region.

Provide manufacturers with information on Federal, State and local business assistance/incentive programs (including financing, tax abatements, worker training and technical assistance); assist companies with groundbreakings and open houses.

Assist local units of government in obtaining Federal and State grants & loans to help finance public infrastructure improvements required for major private sector investments.

Provide information on available industrial sites, land & buildings to leads and prospects.

2. SMALL BUSINESS DEVELOPMENT ACTIVITIES:

Provide information on other resources for primary small business start-ups (including preparing a business plan, requesting a bank loan, obtaining licenses and permits and conducting market research).

Provide referrals to small business support and training sessions held by the MI-SBDC Network.

3. BUSINESS ATTRACTION ACTIVITIES:

Offer prospective sites in Ottawa and Allegan Counties in response to applicable MEDC Site Searches.

Promote Ottawa and Allegan Counties to industrial leads and prospects that are compatible with the existing industrial base, contribute to the diversification of the economy and/or are engaged in high-tech activities.

Host prospect visits.

4. OTHER ACTIVITIES:

Provide other economic development services that correspond with Lakeshore Advantage's three core service areas.

- Maintaining a robust primary business base.
- Tackling talent challenges.
- Looking forward to ensuring long term economic health.

EXHIBIT B
SCHEDULE OF ANNUAL COMPENSATION

<u>Year</u>	<u>Amount</u>
FY2024	\$ 6,250



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: July 24, 2023

SUBJECT: Lease Agreement with Saunders Chiropractic Clinic, PLLC.

Action Requested:

It is requested that the City Council authorize the Mayor and City Clerk to sign a three-year lease agreement with Saunders Chiropractic Clinic, PLLC to lease 231 Trowbridge Street, Unit 2, Allegan, MI 49010, which is a 1,525 square foot office space at the Allegan City Hall from August 1, 2023 to July 31, 2026.

Background:

In 2020, the City of Allegan entered a three-year lease with Saunders Chiropractic Clinic, PLLC (the lessee) to lease 231 Trowbridge Street, Unit 2, Allegan, MI 49010, which is a 1,525 square foot office space at the Allegan City Hall. Due to the impacts of Covid-19, that three-year lease had a built-in escalator where each year, the lessee paid more than the year before; however, the average monthly cost over the three years equaled a lease payment of \$1,270 a month. This lease is set to expire next month.

Staff have entered negotiations to secure another three-year lease from the lessee. We have come to an agreement that the new lease rate should be \$1,400 a month. There are no other changes to the lease agreement. Attached is the new lease agreement for the council's review.

Attachment(s):

Lease Agreement between the City of Allegan and Saunders Chiropractic

LEASE AGREEMENT

This Lease Agreement (this "**Lease**") is made as of August 1, 2023, between the City of Allegan, a Michigan municipal corporation, whose principal business address is 231 Trowbridge St., Allegan, MI 49010 (the "**City**"), and Saunders Chiropractic Clinic, PLLC, a corporation with a principal mailing address of 231 Trowbridge Street, Unit 2, Allegan, MI 49010 (the "**Tenant**").

TERMS AND CONDITIONS

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

1. **Leased Premises.** The City leases to the Tenant, and the Tenant leases from the City, the approximately 1,525 square feet of office space commonly known as Unit 2 of the City Hall building at 231 Trowbridge Street (the "**Premises**").
2. **Term.** This Lease shall commence on August 1, 2023, and expire on July 31, 2026 (the "Lease Term").
3. **Rent.** The Tenant shall pay to the City, as rent for the Premises, \$1,400.00 per month, for the duration of the Lease Term.

Rent shall be due on the first day of each month, payable at the front desk at City Hall or by other means as the parties mutually agree in writing. Rent not paid by the due date shall be subject to a late fee of \$50. Returned checks shall be subject to a \$35 fee, in addition to any late fee. If Tenant shall remain in possession of the Premises or any part thereof after the term of this Lease, such holding over by Tenant shall constitute a tenancy from month to month upon the same conditions, except as to Term, as shall have been in effect at the time of the expiration of such term, or any extension thereof, except that the rental shall be at 125% of the base rental for the then expiring Term.

4. **Deposit.** Tenant shall, upon signing this Lease, deposit with the City the amount of \$1,270.00 as security for Tenant's faithful performance of all terms, covenants, and conditions of this Lease. If Tenant fails to keep and perform any of its covenants of this Lease, then the City, at its option, may appropriate and apply the entire deposit, or as much as may be necessary, to compensate the City for losses or damages it sustains due to Tenant's breach. If the entire deposit, or any portion, is appropriated and applied by the City to pay overdue rent or other sums due and payable to the City by Tenant under this Lease, then Tenant shall, upon the City's written demand, immediately remit to the City a sufficient amount in cash to restore the security deposit to the original sum deposited. Tenant's failure to do so within five (5) days after receipt of the demand shall constitute a breach of this Lease.

5. **Condition of Premises.** Tenant accepts the Premises and any improvements thereto in their existing condition, on an "AS IS" basis.

6. **Use.** Tenant shall use the Premises as a chiropractic and physical therapy office space, and for no other purposes without the City's prior written consent. Tenant is responsible for obtaining any needed zoning approvals for its intended use.

7. **Alterations and Improvements.** Tenant shall not, without the prior written consent of the City Manager, make any alterations, improvements, additions, or physical changes to the Premises. In the event such alterations are approved, the Tenant will not permit any lien against the Premises resulting from work on or services performed to the Premises or resulting from materials furnished to the Tenant or any work or service provider. The Tenant shall at its sole expense remove all improvements and restore all alterations prior to the end of the Lease Term unless such requirement is waived by the City. Any improvements not removed by the end of the Lease term shall be the property of the City.

8. Tenant's Obligations. Tenant shall:

- a. Comply with all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, and ordinances affecting the Premises or any part or use of the Premises.
- b. Maintain the Premises in a clean and sanitary condition, including daily upkeep and housekeeping of the Premises. Tenant shall surrender the Premises at the termination of this Lease in as good a condition as when received, ordinary wear and tear expected.
- c. Be responsible for all repairs or replacements to the building occasioned by the negligence or willful act of Tenant or its agents, employees, invitees, or licensees.
- d. Ensure that the Premises is a smoke-free environment.
- e. Provide all furnishings needed for its intended use.
- f. Not create or permit to be created any lien, encumbrance or charge upon the Premises or any part of the Premises.
- g. Not permit anything to be done on the premises tending to create a nuisance or disturb other Tenants or occupants of the building.
- h. Notify the City of any building repairs needed to building components within the Premises, including but not limited to repairs involving gas leaks, electrical problems, water damage, broken appliances, plumbing or fixtures, or structural damage.

9. City's Maintenance Obligations. The City shall be responsible for the exterior of the building in which the Premises are situated, including walls, roof, subsurface walls, and floor, and including painting, structural maintenance, repair, and replacement, and for the replacement of the furnace and hot water heater. The City shall further be obligated to repair and maintain the windows, electrical fixtures, plumbing fixtures, and other building systems or equipment within the Premises, except as provided in subsection (8)(c) above.

10. Utilities. The City shall supply and furnish the following utilities at no additional cost to Tenant: trash service, snow removal, natural gas, & water. Tenant shall separately contract for and obtain electric service and all other necessary utilities required for its operation. The City shall not be liable for any failure or interruption of utilities which service the Premises due to any cause beyond its reasonable control. In the event of any such failure or interruption, however, the City will make all reasonable efforts to have such condition remedied as expeditiously as possible.

11. Parking. Parking shall be provided to the Tenant in a shared manner provided on the Premises. There is no set number of parking spaces provided to the Tenant.

12. Insurance. Tenant shall obtain and maintain in full force general liability insurance, naming the City as additional insured on the policy, covering any and all claims for injuries to persons occurring in, on, or about the Premises in an amount not less than \$1,000,000 for general liability and \$100,000 for fire legal liability. The insurance shall also contain a waiver of subrogation clause exempting the City from any liability for any insured loss. Tenant shall deliver to the City customary insurance certifications evidencing that the insurance is in effect at all times during the term of the Lease.

13. Taxes and Assessments. During the term of this Lease, Tenant will pay any and all taxes or assessments (real, personal, special, or otherwise) against the Premises that are assessed for any period during which Tenant possesses the Premises under this Lease. Tenant will pay any and all of such taxes or assessments when they become due.

14. Indemnity. The Tenant agrees to indemnify, defend, and hold harmless the City, its officers, agents and employees, against and from any liability or claim (including, but not limited to, actual attorney fees and costs) whether for injury to persons, including death, or damage to property: (i) occurring on or

arising out of the use of the Premises during the term of this Lease; (ii) arising out of any default by the Tenant under this Lease; (iii) arising out of any act or omission to act by the Tenant, its agents, employees, licensees, invitees, contractors, or subcontractors at any time; and (iv) arising in connection with the operation of the Tenant's business conducted from the Premises.

15. City Right of Entry. The City and its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes:

- a. To determine whether the Premises are in good condition and whether the Tenant is complying with its obligations under this Lease;
- b. To serve, post, or keep posted any notice required or allowed under the provisions of this Lease.

The City shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of the City's entry on the Premises. The City shall use reasonable efforts to conduct its activities on the Premises in a manner that will cause the least possible inconvenience, annoyance, or disturbance to the Tenant. If the Tenant is not present to open and permit an entry into the Premises, the City and the City's agents may enter the same whenever such entry may be reasonably necessary or permissible by master key (or in emergencies, forcibly).

16. Default and City's Remedies. It shall be a default of this Lease if: (i) the Tenant defaults in the payment of rent to the City when due; (ii) the Tenant defaults in its performance of any of its obligations under this Lease and does not cure such default within 10 days after written notice from the City specifying the default; or (iii) the Tenant abandons or vacates the Premises prior to the expiration or termination of this Lease. In the event of a Default, the City may terminate this Lease, enter the Premises, seek specific performance of the Tenant's obligations, and seek damages.

17. Assignment and Subletting. The Tenant shall not assign this Lease, in whole or in part, or sublet all or any part of the Premises without the City's prior written consent, which consent the City may withhold or condition in the City's sole discretion.

18. Quiet Possession. Upon payment by the Tenant of the rent, and upon the performance of its obligations under this Lease, the Tenant shall peacefully and quietly hold and enjoy the Premises for the term of this Lease without hindrance or interruption by the City or by any other person claiming through the City.

19. Signage. The City shall not place on any exterior door, wall or window of the premises any sign or advertising matter without City Manager's prior written consent and without any necessary zoning approval. Thereafter, Tenant agrees to maintain such sign or advertising matter as first approved by the City in good condition and repair. Furthermore, the Tenant shall conform to any uniform reasonable sign plan or policy that the City may introduce with respect to the building. Upon vacating the premises, Tenant agrees to remove all signs and to repair all damages caused or resulting from such removal.

20. Early Termination by Tenant. The Tenant may terminate this Lease prior to the expiration date if: (i) the City defaults in its performance of any of its obligations under this Lease and does not cure such default within 10 days after written notice from the Tenant specifying the default; or (ii) the Tenant provides 6 months' prior notice to the City.

21. Surrender of Premises. Upon expiration or termination of this Lease, the Tenant will yield and deliver up the Premises and the alterations, fixtures and equipment belonging to the City therein contained, peaceably to the City in as good repair as when taken, except for reasonable and normal wear and tear. All areas shall be broom clean and free of all rubbish, debris, and Tenant's Personal Property. The Tenant shall at its sole expense remove any Improvements constructed or installed by the Tenant and restore all alterations prior to the end of the Lease Term, unless such requirement is waived by the City. Any improvements not removed by the end of the Lease Term shall be the property of the City.

22. Fire and Other Casualty. The shall have no duty to repair or restore the Premises if any of the following occur: (a) more than 50% of the building is damaged or destroyed; (b) the damage or destruction is not covered by insurance maintained by the City or for the City's benefit; (c) the mortgagee of the building elects not to permit the insurance proceeds payable upon damage or destruction of the building to be used for repair or restoration; or (d) the damage or destruction occurs within the last two months of the term of the Lease or any renewal term, as the case may be. If said building cannot be repaired or rebuilt within one hundred eighty (180) days after the destruction, either the City or the Tenant may terminate this Lease upon written notice to the other party, which notice shall be given within ten (10) days following receipt of notice that the damage will require more than one hundred eighty (180) days to correct.

23. Miscellaneous.

a. Remedies Cumulative. All rights and remedies of the City under this Lease shall be cumulative. The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver of such covenant or condition or of the right of either party to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless such waiver shall be in writing and signed by the person against whom the waiver is claimed. One or more waivers of any covenant, term, or condition of this Lease by the City shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent or approval of the City shall not be deemed to waive the need for consent or approval of any subsequent similar act.

b. Interpretation. This is the entire agreement between the parties as to its subject matter. This Lease may not be modified except in writing signed by the parties (in the case of the City, such modification shall require City Council approval). Its interpretation shall not be affected by any course of dealing. The captions are for convenience and form no part of this Lease, but the recitals are an integral part of this Lease. This Lease shall be construed as if it were mutually drafted.

c. Governing Law. To the extent permitted by law, jurisdiction, and venue pertaining to any action arising from or pursuant to this Lease shall be with the state courts in Allegan County, Michigan.

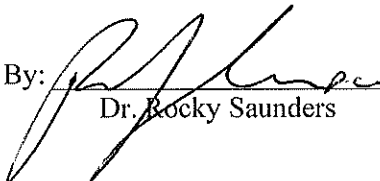
d. Notice. Any notices shall be made in writing to the addresses first written above or such other addresses as indicated by notice and shall be made by personal delivery or by postage prepaid United States first-class mail and shall be deemed completed when actually received or, if by first-class mail, three business days after mailing.

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

CITY OF ALLEGAN

Saunders Chiropractic Clinic, PLLC

By: _____
Teresa Galloway, Mayor

By:  _____
Dr. Rocky Saunders

By: _____
Michaela Kleehammer, City Clerk



*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:	
Historic District Commission	
Name:	
Sara Ramaker	
Home Address:	Work Address:
334 Marshall Street, Allegan, MI 49010	259 E. Michigan Ave., Ste. 208, Kalamazoo, MI
Home Phone:	Work Phone:
NA	269.349.4440
Cell Phone:	Email:
269.492.4705	sara.ramaker@gmail.com
Please note your preferred method(s) to be contacted: <input type="checkbox"/> Home Phone <input type="checkbox"/> Work Phone <input checked="" type="checkbox"/> Cell Phone <input checked="" 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? <u>Lifelong Allegan resident, 13 years in historic home</u>	

Describe any experiences that led to your desire to serve the community.
<p>My husband joined the HDC two years ago when the lack of a quorum cost us extra time getting approval for new windows in our home. The delay was frustrating and costly since it caused us to miss a sale on the windows in addition to the extra cost of the aesthetic concessions we made in the style of the windows to balance with our request to use vinyl construction. While our project was eventually approved, I would like to make sure that other homeowners like us who follow the rules and request approval before purchasing materials or just straight up doing the work are not inadvertently penalized. There is an ongoing need for HDC members who are willing to show up and be engaged beyond the core group of 3-4. I will dependably attend meetings to help ensure there is a quorum out of respect for those who follow the HDC guidelines.</p> <p>Beyond the issues of quorums, I feel that the enforcement of HDC regulations has been inequitable. I would like to be a part of furthering Allegan's efforts to be an inclusive, equitable, and inviting place to live, work, and invest our energy and resources. With a background in marketing and PR, I feel I can also be a valuable part of much needed awareness campaigns regarding the HDC.</p>

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.

Beyond being born and raised in Allegan and choosing to start my family here, I have deep roots in the city both personally and professionally. Three generations of my family owned and operated Red's Motor Parts, and I worked in local businesses for nearly 15 years total (Huff's and Kaechele Publications). I've also served as an Arc Allegan County board member for 2+ years and a core member of Allegan Speak Up for more than a year. All of these experiences and connections have given me a unique perspective of the area's strengths, challenges, and opportunities from variety of perspectives.

I attended KVCC and GVSU, where I earned degrees in Liberal Arts and Writing with Professional Emphasis. Professionally, I have applied my skills in the fields of journalism, marketing, public relations, and technical writing. While I don't have the building trade and architecture expertise that some of the current members of the HDC have, I believe my ability to draft, revise, and distill information for a variety of audiences as well as my skills related to marketing and public relations could help amplify and support current HDC members in making an equitable and reasonable plan for the HDC going forward and, in turn, defining and measuring engagement and success in the next city-sanctioned steps. I've previously served as a West Ward PTO officer for 6 years and volunteered weekly in my son's classroom throughout that time. If selected as an HDC member, I will be prompt, dependable, and engaged as I have been in my past and current volunteer roles.

Employment: List your three most recent employment experiences.

Dates of Employment	Company Name/Location	Position	Job Description
February 2014 - current	LKF Marketing, Kalamazoo, MI (WFH 4 days, in office 1 day each week)	Content & PR Specialist, past roles include Content Strategist and Account Coordinator	I draft technical blogs, media releases, social media posts, proposals, and other marketing materials in addition to managing LKF's media contacts and the sending of releases. I do some design work and photography in addition to analytic reporting and content strategy.
October 2012 - February 2014	kara daniel Jewellery, Kalamazoo, MI	Maven of Organization	I was essentially a personal assistant for a couple and their custom jewelry design business. My duties also included customer service, merchandising, and marketing.
May 2007 - October 2012	Kaechele Publications (Allegan County News, Union Enterprise, Commerical Record), Allegan, MI	Copy Editor, promoted from Assistant Copy Editor, and previously Staff Writer	I was hired as a staff writer and photographer. My many community assignments included covering Allegan City Council meetings in the late 2000s - mid-2010s during which a lengthy discussion of eliminating the HDC also took place. I eventually gained more editorial and managerial roles as assistant copy editor and eventually copy editor.

Education: List your most recent educational experiences.

Educational Institution/School	Certificate/Degree Received	Area(s) of Study
Grand Valley State University	B.A.	Writing with Professional Emphasis (essentially technical writing as opposed to journalism or creative writing)
Kalamazoo Valley Community College	A.A.	Liberal Arts

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.

Sara Ramaker

06.04.23

Applicant's Signature

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: Historic District Commission	
Name: Marjori J. Cantwell	
Home Address: 217 Cutler St., Allegan, MI 49010	Work Address: 640 River St., Allegan, MI 49010
Home Phone: 616-836-9457	Work Phone: 269-673-0500 ext. 4367
Cell Phone: 616-836-9457	Email: mjcantwell68@gmail.com
Please note your preferred method(s) to be contacted: <input type="checkbox"/> Home Phone <input type="checkbox"/> Work Phone <input checked="" type="checkbox"/> Cell Phone <input checked="" 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? <u>55 years</u>	

Describe any experiences that led to your desire to serve the community.
I have lived my entire life (55 years) within the Allegan City limits. My husband and I purchased the Charles Knight House on Cutler St. approximately 19 years ago. Because of the historical significance of the home, we have had to seek HDC approval on various projects over the years. These projects have included new garage doors, back deck, front porch restoration and a new roof. I would like to serve on the HDC to represent other homeowners in the community who value and are interested in maintaining the historical/architectural integrity of their homes while still being able to update/improve them to meet this century's standards.

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.

Positively Allegan - board member since it's inception

Fraternal Order of Eagles - member and former secretary of the Ladies Auxiliary

Loyal order of Moose - member

Allegan Jaycees - former member, secretary and treasurer

Allegan Ugly Sweater 5k - committee member and participant

Tri Allegan - former committee member

Allegan Public Library - former board trustee

Allegan Community Garden - maintenance

Beautify Allegan - current president

Tennis Coach - current with Otsego Public Schools

Employment: List your three most recent employment experiences.

Dates of Employment	Company Name/Location	Position	Job Description
2019 - Present	Zeeland Public Schools	GED Teacher at the Allegan Co. Correctional Facility	Work with inmates to obtain their GED.
1996 - 2018	Wayland Union Schools and Allegan Public Schools	High School Teacher and Tennis Coach	Instructed High School students various math and science courses.

Education: List your most recent educational experiences.

Educational Institution/School	Certificate/Degree Received	Area(s) of Study
Western Michigan University	Bachelor of Arts	Secondary Education, Biology, Mathematics, Science
Allegan Public Schools	High School Diploma	

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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.

Marjori Cantwell

Applicant's Signature

July 12, 2023

Date

Return completed forms to:

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

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