



CITY OF ALLEGAN
CITY COUNCIL MEETING
Monday, March 27, 2023 – 7:00PM
City Hall – 231 Trowbridge Street Allegan, MI 49010

Amended 3/27/2023

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 March 27, 2023.

5. APPROVAL OF MINUTES

5A – Approval of the Study Session Minutes from March 13, 2023, Council Meeting.

5B – Approval of the Regular Meeting Minutes from March 13, 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

8A – Second reading, public hearing and adoption of Ordinance 508 to amend Chapter 6 – Animals, of the City of Allegan Code of Ordinances.

9. PUBLIC COMMENT

10. WRITTEN PETITIONS & REPORTS FROM SPECIAL COMMITTEES

11. REPORTS FROM BOARDS, COMMISSIONS & CITY OFFICES

11A. City Boards, Commissions and Area Agencies

11A.1 – Planning Commission March 20th Meeting – Roger Bird

11B. Finance Department

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

11C. Police Department

11C.1 – Request to approve a grant application for MCOLES Public Safety Academy Assistance Program.

11D. Water Utilities

11D.1 – Request to approve a contract with Abonmarche for the professional engineering services for DWAM/DSMI in the amount \$326,635.00.

11D.2 – Request to authorize a purchase order for Silversmith Data for two android tablets and GPS units in the amount of \$7,260.00.

11E. Public Works

11E.1 – Request to authorize a purchase order for Chloride Solutions LLC for beet juice for the 2023/2024 winter season in the amount of \$8,250.00.

11E.2 – Request to authorize a purchase order for the State of Michigan MiDeal program for road salt for the 2023/2024 winter season in the amount of \$40,500.00.

11E.3 – Request to adopt Resolution 23.07 to authorize a change in the Standard Lighting Contract between the City of Allegan and Consumers Energy Company.

11E.4 – Request to authorize a purchase order for Abonmarche for engineering services related to the Rossman Park Improvement Project in the amount of \$24,900.00 and to appoint the City Manager or his designee as a signatory.

11E.5 – Request to adopt Resolution 23.09 to support the 2nd Street Bridge project funded by the MDOT Local Bridge program.

11F. City Manager & City Clerk

11F.1 – Request to adopt Resolution 23.08 to establish a fee for the keeping of chickens permit.

12. **BOARD APPOINTMENTS**

12A – Appointment of Jason Ramaker to the Planning Commission with a term set to expire on December 31, 2026.

13. **COMMUNICATIONS FROM CITY MANAGER, COUNCIL & MAYOR**

14. **CLOSED SESSION**

14A – Request to enter in closed session per MCL 15.268(h) to consider material exempt from discussion or disclosure by state and federal statute.

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 March 13, 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

(5:31 – 5:33) County Commissioner Scott Beltman provided Council with an update on 123NET's ROBIN grant application and design plans for the County Courthouse and Dumont Complex.

3. Round Table Discussion amongst Council Members

Councilmember Andrus discussed state revenue sharing funds that the City of Allegan will receive for retail marijuana facilities currently in operation.

Councilmember Morgan addressed the need for municipal ordinance fines to be increased.

Mayor Galloway stressed the importance of all members of City Council audibly voting ye or nay on every issue.

Councilmember Redding provided a report from his first Allegan County Solid Waste Planning Committee meeting.

4. Review of Downtown Streetscape Project Update Report

Council reviewed the work that was completed in February 2023 and discussed the work that is planned for the month of March.

5. Discussion regarding the MML Community Exchange Day

Council asked that city staff invite all board and committee members to participate in the Community Exchange Day. Council decided that they would email Clerk Kleehammer whether they can attend and which day they would prefer.

6. Review of Council Agenda

The minutes of this meeting will be available at City Hall, 231 Trowbridge Street Allegan, MI 49010 269.673.5511
The City of Allegan is an equal opportunity provider and employer.

Council discussed whether they want residents to apply for a permit to have chickens and whether there should be an application fee.

7. Adjournment

Mayor Galloway adjourned the meeting at 6:17 PM.

Respectfully submitted,

Michaela Kleehammer, City Clerk



**CITY OF ALLEGAN
CITY COUNCIL REGULAR MEETING MINUTES
Monday March 13, 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, Hanse, Morgan, Redding, Zeter

Absent:

Also Present: Downtown Manager Parker Johnson, Department of Public Works Direct Doug Kadzban, and City Clerk Michaela Kleehammer.

3. Pledge of Allegiance

4. Approval of Agenda

4A – Approval of the Regular Council Meeting Agenda for March 13, 2023.

Motion by Hanse with support from Morgan to approve the Regular Council Meeting Agenda for March 13, 2023. **Motion passed 7-0.**

5. Approval of Minutes

5A – Approval of the Study Session Minutes from February 27, 2023, Council Meeting.

Motion by Andrus with support from Morgan to approve the study session minutes from February 27, 2023. **Motion passed 6-0 (Hanse abstained).**

5B – Approval of the Regular Meeting Minutes from February 27, 2023, Council Meeting.

Motion by Bird with support from Andrus to approve the regular meeting minutes from February 27, 2023. **Motion passed 6-0 (Hanse abstained).**

6. Special Presentations & Recognition by Mayor or Council

The minutes of this meeting will be available at City Hall, 231 Trowbridge Street Allegan, MI 49010 269.673.5511
The City of Allegan is an equal opportunity provider and employer.

7. First Reading of Ordinances and Scheduling of Public Hearings

7A – First reading and scheduling of a public hearing and second reading for the March 27, 2023, Council meeting for Ordinance 508 to amend Chapter 6 – Animals, of the City of Allegan Code of Ordinances.

Motion by Andrus with support from Hanse to schedule a public hearing and second reading of Ordinance 508 for March 27, 2023. **Motion passed 7-0.**

8. Public Hearings and Adoption of Ordinance

9. Public Comment

(7:21 – 7:22) Elizabeth Decot thanked Council for moving quickly with amending chapter 6 of the Code of Ordinances.

10. Written Petitions & Reports from Special Committees

11. Reports from Boards, Commissions & City Offices

11A. City Boards, Commissions, and Area Agencies

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

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

11A.3 – Downtown Development Authority March Meeting – Teresa Galloway

11A.4 – Public Spaces Commission March Meeting – Bill Morgan

11B. Finance Department

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

Motion by Bird with support from Redding to approve accounts payable and payroll. **Motion passed 7-0.**

11B.2 – Request to adopt Resolution 23.06 to authorize 2nd quarter budget adjustments.

Motion by Andrus with support from Hanse to adopt Resolution 23.06. **Motion passed 7-0.**

11B.3 – Request to approve the MERS Amortization Extension Agreement.

Motion by Hanse with support from Bird to approve the MERS Amortization Extension Agreement. **Motion passed 4-3. Yea: Bird, Galloway, Hanse, Morgan. Nay: Andrus, Redding, Zeter.**

11C. Police Department

11D. Water Utilities

11E. Public Works

11E.1 – Request to approve the 2nd Amendment to the Purchase and Road Improvement Agreement between the City of Allegan and the Roman Catholic Diocese of Kalamazoo.

Motion by Andrus with support from Morgan to approve the 2nd Amendment to the Purchase and Road Improvement Agreement. **Motion passed 7-0.**

11E.2 – Request to accept the bid from Black Gold Transport, Inc. for the Oakwood Cemetery Road Improvement Project.

Motion by Hanse with support from Bird to accept the bid from Black Gold Transport, Inc. **Motion passed 7-0.**

11E.3 – Request to approve Prein & Newhof as consultants for Airport Capital Improvement projects.

Motion by Andrus with support from Hanse to approve Prein & Newhof as consultants for Airport Capital Improvement projects. **Motion passed 7-0.**

11F. City Manager & City Clerk

11F.1 – Request to approve an agreement with the Allegan Conservation District.

Motion by Bird with support from Morgan to approve the agreement with the Allegan Conservation District. **Motion passed 7-0.**

12. Board Appointments

13. Communications from City Manager, Council & Mayor

Downtown Manager Johnson reminded Council of the upcoming groundbreaking for the Downtown Improvement Project which is scheduled for March 20, 2023 at 11am.

Clerk Kleehammer asked Council to email her whether they plan to attend the Community Exchange Day in Fremont and which day would work best.

Councilmember Morgan discussed keeping board and committee members informed of events.

Councilmember Andrus asked about water loss and plans to repair damaged roads.

Mayor Pro-Tem Bird expressed his excitement about the Downtown Improvement Project groundbreaking.

14. Closed Session

15. Adjournment

Mayor Galloway adjourned the meeting at 8:06 PM.

Respectfully submitted,

Michaela Kleehammer, City Clerk



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

MEMORANDUM

TO: Allegan City Council
FROM: Michaela Kleehammer, City Clerk
REVIEWED BY: Joel Dye, City Manager
DATE: March 27, 2023

SUBJECT: Request to hold a public hearing and second reading regarding Ordinance 508, to amend Chapter 6 – Animals, of the City of Allegan Code of Ordinances.

Action Requested:

It is requested that City Council hold a public hearing and second reading regarding Ordinance 508, to amend Chapter 6 – Animals, of the City of Allegan Code of Ordinances.

Background:

In Spring 2022, three members of City Council began to meet with city staff to review all chapters of the Allegan Code of Ordinances. As chapters were reviewed, staff forwarded the chapters to the city's attorney Nick Curcio for his review.

In January 2023, city staff began meeting with Nick Curcio biweekly to discuss changes proposed by the subcommittee of City Council and prepare the chapters to be presented to the entire City Council for review. At the February 27, 2023, study session, City Council reviewed the changes to Chapter 6 and suggested some minor changes. After city staff implemented the suggested changes, Chapter 6 is ready to undergo a first reading by Council.

Attachment(s):

Chapter 6 Summary
Chapter 6 – Council Reviewed
Ordinance 508

The proposed amendments to Chapter 6 of the City Code would:

1. Update the City's regulations pertaining to the keeping of animals, which were originally written in the 1960s, through a comprehensive re-write. Except as otherwise noted below, the purpose of the recommended changes is largely to clarify existing regulations and to ensure that the City has the ability to successfully prosecute offenses like animal cruelty, failure to supervise animals, etc.
2. Provide new definitions based on best practices from other communities. These definitions are intended to help clearly define the type of conduct that is and is not prohibited under the ordinance. The definition of "reasonable control of an animal" is particularly important, in that it generally requires: (1) dogs and cats to be on leashes when outside the property of the owner or the property of someone else who specifically granted permission for them to remain unleashed, (2) all other animals to be confined indoors or in cages or vehicles when being transported from place to place.
3. Provide that dogs and cats are the only domestic animals that may be kept outside at residential premises.
4. Provide that dogs and cats and other common domestic animals like small birds, small mammals, or small reptiles may be kept indoors at residential premises.
5. Provide, consistent with current regulations, that no more than 3 domestic animals may be kept at a single premises.
6. Provide that up to 4 chickens may be kept outdoors in a chicken coup, subject to the terms and conditions of a permit issued by the City Clerk.
7. Provide regulations pertaining to animals when outside the property of their owner, including a requirement that the person in charge of the animal sanitarily dispose of any feces.
8. Prohibit various forms of animal cruelty and specify that violations of those provisions are municipal civil infractions.
9. Otherwise provide, pursuant to the default provisions in chapter 1 of the City Code, that all other violations are municipal civil infractions. Provisions constituting municipal civil infractions would include keeping an animal making unreasonable noise, permitting animals to destroy the property of others, etc.
10. Provide standards and procedures for impounding animals consistent with current city practices.

Changes made to Chapter 6 after City Council Review:

1. Correct grammar in Section 6-2(b) by adding "be".
2. Remove Section 6-4(a)(2) since the next subsection already prohibits: "Bring[ing] or allow[ing] such animal to be in any area, whether publicly or privately owned, where its presence is prohibited by posted signage."

3. Correct misnumbering of Section 6-12.

CITY COUNCIL
CITY OF ALLEGAN
ALLEGAN COUNTY, MICHIGAN

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND CHAPTER 6 OF THE CITY OF ALLEGAN, CODE
OF ORDINANCES TO PROVIDE UPDATED REGULATIONS FOR THE
KEEPING OF ANIMALS**

The City of Allegan ordains:

Section 1. Amendment. Chapter 6 of the City of Allegan, Code of Ordinances, entitled “Animals,” is hereby amended to read in its entirety as follows:

Article I
General Regulations

Sec. 6-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (a) *Animals* means dogs, cats, and any other animals.
- (b) *Harbor or keep* means the practice of a person to permit or allow an animal to remain or to be lodged or fed at a property, dwelling, building, enclosure or premises owned or occupied by such person.
- (c) *Noises* means, in the case of dogs, barking, howling, yelping, whining or growling. Noises in the animals other than dogs means such noises as are made by such other animals.
- (d) *Owner* means every person having a right of property in an animal; and shall include a person who harbors or keeps an animal or has an animal in his custody.
- (e) *Reasonable control of an animal* means, with respect to dogs and cats, restraining the animal on a suitable leash in all places other than the property of the owner or the property of another person who has specifically granted permission for the animal to remain unleashed. Dogs and cats need not be leashed when on private property with the permission of the property owner so long as they are under the oral control of a responsible individual. With respect to any animal other than a dog or cat, “reasonable control” shall mean confining such animal to a dwelling, building, cage, motor vehicle, or shipping receptacle.

Sec. 6-2. Keeping of animals on one’s property.

- (a) Domestic animals may be kept on the owner’s residential premises so long as:
 - (1) the animal is being kept for a non-commercial purpose;
 - (2) the animal is a domestic animal of a type customarily kept for personal pleasure, such as a dog, cat, small bird, small mammal, or small reptile;
 - (3) any animal other than a dog or a cat is kept indoors; and
 - (4) no more than a total of 3 domestic animals, over two months' of age, are kept on any single residential premises within the City.
- (b) Chickens may be kept on the owner’s residential premises in compliance with the regulations set forth in article III of this chapter.

(c) It shall be unlawful to keep animals in the City except as provided in subsections (a) and (b) above.

Sec. 6-3. License and inoculation tags required.

It shall be unlawful for any person to own any dog over the age of six months within the city that does not at all times wear a collar with a license tag attached thereto as provided for by state law, and with a required rabies inoculation tag.

Sec 6-4. Animals outside of property of owner.

(a) No person owning or having possession, charge, custody or control of any animal shall:

(1) Allow such animal outside the boundaries of the property of the owner or person having possession, charge, custody, or control of that animal unless the animal is under reasonable control, as that term is defined in section 6-1.

~~(2) Bring or allow such animal to be in any public park or building open to the public, except when: (A) the presence of such animal is expressly permitted by posted signage; or (B) the animal is on a paved sidewalk or walkway outside of any building or covered area.~~

~~(3)~~(2) Bring or allow such animal to be in any area, whether publicly or privately owned, where its presence is prohibited by posted signage.

~~(4)~~(3) Allow the animal's feces to remain on the property of another. The person having possession, charge, custody or control of the animal shall promptly remove and sanitarily dispose of any feces deposited by the animal on any such property, whether public or private.

(b) The prohibitions in subsections (a)(2) and (a)(3) do not apply when the animal is a fully trained service dog that is assisting a person.

Sec. 6-5. Noises prohibited.

No person shall own, harbor or keep, or have custody of an animal which, by making loud and frequent or habitual noises, shall disturb the peace and quiet or interfere with the sleep or repose of persons owning or occupying other properties in the neighborhood; or which shall cause unreasonable interference or annoyance to persons lawfully traversing upon the streets and sidewalks. That an animal may otherwise be under reasonable control shall not constitute a defense to prosecution under this section.

Sec. 6-6. Destruction or damage of property or trespass.

It shall be unlawful for a person who owns, harbors or keeps, or who is the custodian of an animal to permit or allow such animal to destroy or damage, or to trespass upon, the property of another person.

Sec. 6-7. Animal cruelty prohibited.

(a) It shall be unlawful for a person who owns, harbors or keeps, or who has custody of an animal to treat such animal, or to permit or allow such animal to be treated, in a cruel or inhumane manner; deliberately or negligently to cause, or to permit or allow to be caused, an animal to suffer unnecessary pain; to cause, or permit or allow to be caused, an animal to go without food, water or adequate shelter; or to deprive an animal of such care and attention as may be reasonably necessary to preserve its life or health.

(b) No person shall maliciously taunt, provoke or harass an animal; nor shall a person maliciously cause an animal to suffer pain or injury; nor shall a person maliciously or cruelly kill an animal.

(c) A violation of this section shall be a criminal misdemeanor punishable by a fine not exceeding \$100.00, imprisonment not exceeding 30 days, or by both a fine and imprisonment. If the animal suffered great bodily injury or death, a violation of this section shall be a criminal misdemeanor

punishable by a fine not exceeding \$500.00, imprisonment not exceeding 90 days, or by both a fine and imprisonment.

Sec. 6-8. Animals in Unattended Motor Vehicles

- (a) No person shall confine an animal in any unattended motor vehicle, or leave an animal confined in any unattended motor vehicle, under conditions that endanger the health or well-being of the animal due to heat, cold, lack of adequate ventilation, or lack of food or water, or any other circumstances that could reasonably be expected to cause suffering, disability, or death to the animal.
- (b) A peace officer, animal control officer or first responder is authorized to remove an animal from a motor vehicle if the animal's safety appears to be in immediate danger from heat, cold, lack of adequate ventilation, lack of food or water, or other circumstances that could reasonably be expected to cause suffering, disability, or death to the animal.
- (c) A peace officer, animal control officer or first responder who removes an animal from a motor vehicle shall take it to an animal shelter or other place of safekeeping or, if the officer deems necessary, to a veterinary hospital for treatment.
- (d) A peace officer, animal control officer or first responder is authorized to take all steps that are reasonably necessary for the removal of an animal from a motor vehicle pursuant to this section, including but not limited to, breaking into the motor vehicle, after a reasonable effort to locate the owner or other person responsible for the motor vehicle.
- (e) A peace officer, animal control officer or first responder who removes an animal from a motor vehicle shall, in a secure and conspicuous location on or within the motor vehicle, leave written notice bearing his or her name and office, and the address of the location where the animal can be claimed. The animal may be claimed by the owner only after payment of all charges that have accrued for the maintenance, care, medical treatment, or impoundment of the animal.
- (f) Nothing in this ordinance shall be deemed to prohibit the transportation of horses, cattle, pigs, sheep, poultry or other agricultural animals in motor vehicles designed to transport such animals for agricultural purposes.
- (g) A violation of subsection (a) shall be a criminal misdemeanor, subject to the following penalties:
 - (1) If the animal did not suffer great bodily injury or death, a violation of this section is punishable by a fine not exceeding \$100.00, imprisonment not exceeding 30 days, or by both a fine and imprisonment.
 - (2) If the animal suffered great bodily injury or death, a violation of this section is punishable by a fine not exceeding \$500.00, imprisonment not exceeding 90 days, or by both a fine and imprisonment.

Article II Dangerous Animals

Sec. 6-11. Ownership of Dangerous and Diseased Animals Prohibited.

It shall be unlawful for any owner to keep, harbor, or have charge of any animal when any one or more of the following conditions exist:

- (a) The animal has a dangerous or ferocious disposition, shows vicious habits, or has without justification molested any person lawfully in or upon any public street or place;
- (b) The animal has without justification attacked or bitten any person or animal, or has destroyed any property or any animal not posing a threat to the offending animal; or

- (c) The animal appears to be suffering from rabies, mange or other infectious or dangerous disease. However, an owner shall not be deemed to be in violation of this subsection if the animal is under the care of a licensed veterinarian for the condition and is properly quarantined.

Sec. ~~64~~-12. Duty to report dangerous and rabid animals.

- (a) It shall be the duty of any person owning an animal which has been attacked or bitten by another dog or animal showing symptoms of rabies to immediately notify a police officer or animal control officer.
- (b) It shall also be the duty of any person having knowledge of a vicious or dangerous animal to report such animal to a police officer or animal control officer.

Sec. 6-13. Impoundment.

- (a) Police officers or other persons designated by the chief of police or city manager are authorized to impound:
 - (1) Animals that are at large;
 - (2) Animals that have bitten or threatened other humans or animals;
 - (3) Animals that appear to be suffering from rabies, mange or other infectious or dangerous disease; or
 - (4) Animals that appear to be in severe physical distress.
- (b) Any animal impounded shall be released to the owner only if the following conditions are satisfied:
 - (1) The owner has paid the applicable impounding fee.
 - (2) The owner has paid the cost of boarding the animal, if the animal was impounded for more than 24 hours.
 - (3) The owner has presented proof of all required immunizations and licenses.

**Article III
Keeping of Chickens**

Sec. 6-21. Keeping of chickens.

A person may keep chickens, other than roosters, at his or her residential property in accordance with a permit issued by the City and subject to the following terms and conditions:

- (a) A maximum of four chickens may be kept per parcel if the parcel is 1/2 acre in size or less, five chickens if the parcel is 1/2 to one acre in size; and six chickens if the parcel is over one acre in size. ~~Roosters are prohibited.~~
- (b) The keeping of roosters is prohibited.
- (c) The outdoor slaughtering of chickens is prohibited.
- (d) Chickens shall be provided with a covered enclosure and must be kept in the covered enclosure or an adjoining fenced enclosure at all times. Chickens may be allowed to roam outside of the covered or fenced enclosure if within a fully fenced side and/or rear yard and if supervised by a person in the immediate vicinity of the chickens.
- (e) All covered enclosures or fenced enclosures shall be located in the rear yard, shall be no closer than five feet to any property line of an adjacent property, and shall be located no closer than 25 feet to any residential structure on an adjacent property.

- (f) The total square footage of any covered enclosure and fenced enclosure shall not exceed 80 square feet and shall be a maximum of eight feet in height.
- (g) All covered enclosures shall be constructed in such a way as to prevent rats, mice, or other rodents from being harbored underneath or within the walls of the enclosure. The enclosure shall be constructed in a workmanlike manner. The coop and pen must be completely enclosed with a top and/or cover.
- (h) All feed and other items associated with the keeping of chickens likely to attract rats, mice, or other rodents or vermin shall be secured and protected in sealed containers.
- (i) Egg-laying chickens shall be kept in compliance with the Michigan Department of Agriculture Generally Accepted Agricultural and Management Practices for the Care of Farm Animals, as amended, except as otherwise provided in this section.
- (i) Eggs or meat produced from chickens kept under this chapter may be consumed by the property owner or sold to others, so long as any such sales occur off-premises (e.g., via delivery or as part of a farmers market). This section ordinance does not authorize the operation of farm stands on residential property.

Sec. 6-22. Permit application for keeping chickens.

Any person desiring to keep chickens at his or her residence shall make application in writing to the city clerk, describing particularly the following:

- (a) The place where the applicant proposes to keep the chickens;
- (b) The number of chickens proposed;
- (c) The distance from such place of keeping to the public streets and the boundary lines of such applicant's premises;
- (d) The distance from the closest residential structure on adjacent properties.
- (e) A description and/or depiction of the outdoor enclosure in which the animal will be kept.

Applications shall be accompanied by a fee in an amount set by resolution of the City Council.

Sec. 6-23. Issuance of permit.

The city clerk shall approve the application if the application is complete and the requirements set forth in this chapter are satisfied. Upon approving the application, the city clerk shall issue a permit setting forth the place where the chickens may be kept, the number thereof, and any other conditions needed to protect the public health, safety, and welfare. It shall be unlawful for any person to violate the terms and conditions of the permit. An initial permit shall be valid for three years from the date of issuance. A renewal permit shall be valid for two years from the date of issuance.

Sec. 6-24. Grounds for revocation of permit.

The city clerk may revoke any permit issued under this article due to failure to comply with the terms and conditions of the permit.

Section 2. Publication and Effective Date. The City Clerk shall cause a notice of adoption of this ordinance to be published. This ordinance shall take effect upon publication.

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

CERTIFICATION

This is a true and complete copy of Ordinance No. ____ adopted at a regular meeting of the Allegan City Council held on _____, 2023.

Teresa Galloway, Mayor

Michaela Kleehammer, Clerk

Introduced: _____, 2023
Adopted: _____, 2023
Published: _____, 2023
Effective: _____, 2023

**CITY COUNCIL
CITY OF ALLEGAN
ALLEGAN COUNTY, MICHIGAN**

ORDINANCE NO. 508

**AN ORDINANCE TO AMEND CHAPTER 6 OF THE CITY OF ALLEGAN, CODE
OF ORDINANCES TO PROVIDE UPDATED REGULATIONS FOR THE
KEEPING OF ANIMALS**

The City of Allegan ordains:

Section 1. Amendment. Chapter 6 of the City of Allegan, Code of Ordinances, entitled “Animals,” is hereby amended to read in its entirety as follows:

**Article I
General Regulations**

Sec. 6-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (a) *Animals* means dogs, cats, and any other animals.
- (b) *Harbor or keep* means the practice of a person to permit or allow an animal to remain or to be lodged or fed at a property, dwelling, building, enclosure or premises owned or occupied by such person.
- (c) *Noises* means, in the case of dogs, barking, howling, yelping, whining or growling. Noises in the animals other than dogs means such noises as are made by such other animals.
- (d) *Owner* means every person having a right of property in an animal; and shall include a person who harbors or keeps an animal or has an animal in his custody.
- (e) *Reasonable control of an animal* means, with respect to dogs and cats, restraining the animal on a suitable leash in all places other than the property of the owner or the property of another person who has specifically granted permission for the animal to remain unleashed. Dogs and cats need not be leashed when on private property with the permission of the property owner so long as they are under the oral control of a responsible individual. With respect to any animal other than a dog or cat, “reasonable control” shall mean confining such animal to a dwelling, building, cage, motor vehicle, or shipping receptacle.

Sec. 6-2. Keeping of animals on one’s property.

- (a) Domestic animals may be kept on the owner’s residential premises so long as:
 - (1) the animal is being kept for a non-commercial purpose;
 - (2) the animal is a domestic animal of a type customarily kept for personal pleasure, such as a dog, cat, small bird, small mammal, or small reptile;
 - (3) any animal other than a dog or a cat is kept indoors; and
 - (4) no more than a total of 3 domestic animals, over two months' of age, are kept on any single residential premises within the City.
- (b) Chickens may be kept on the owner’s residential premises in compliance with the regulations set forth in article III of this chapter.

(c) It shall be unlawful to keep animals in the City except as provided in subsections (a) and (b) above.

Sec. 6-3. License and inoculation tags required.

It shall be unlawful for any person to own any dog over the age of six months within the city that does not at all times wear a collar with a license tag attached thereto as provided for by state law, and with a required rabies inoculation tag.

Sec 6-4. Animals outside of property of owner.

- (a) No person owning or having possession, charge, custody or control of any animal shall:
- (1) Allow such animal outside the boundaries of the property of the owner or person having possession, charge, custody, or control of that animal unless the animal is under reasonable control, as that term is defined in section 6-1.
 - (2) Bring or allow such animal to be in any area, whether publicly or privately owned, where its presence is prohibited by posted signage.
 - (3) Allow the animal's feces to remain on the property of another. The person having possession, charge, custody or control of the animal shall promptly remove and sanitarily dispose of any feces deposited by the animal on any such property, whether public or private.
- (b) The prohibitions in subsections (a)(2) and (a)(3) do not apply when the animal is a fully trained service dog that is assisting a person.

Sec. 6-5. Noises prohibited.

No person shall own, harbor or keep, or have custody of an animal which, by making loud and frequent or habitual noises, shall disturb the peace and quiet or interfere with the sleep or repose of persons owning or occupying other properties in the neighborhood; or which shall cause unreasonable interference or annoyance to persons lawfully traversing upon the streets and sidewalks. That an animal may otherwise be under reasonable control shall not constitute a defense to prosecution under this section.

Sec. 6-6. Destruction or damage of property or trespass.

It shall be unlawful for a person who owns, harbors or keeps, or who is the custodian of an animal to permit or allow such animal to destroy or damage, or to trespass upon, the property of another person.

Sec. 6-7. Animal cruelty prohibited.

- (a) It shall be unlawful for a person who owns, harbors or keeps, or who has custody of an animal to treat such animal, or to permit or allow such animal to be treated, in a cruel or inhumane manner; deliberately or negligently to cause, or to permit or allow to be caused, an animal to suffer unnecessary pain; to cause, or permit or allow to be caused, an animal to go without food, water or adequate shelter; or to deprive an animal of such care and attention as may be reasonably necessary to preserve its life or health.
- (b) No person shall maliciously taunt, provoke or harass an animal; nor shall a person maliciously cause an animal to suffer pain or injury; nor shall a person maliciously or cruelly kill an animal.
- (c) A violation of this section shall be a criminal misdemeanor punishable by a fine not exceeding \$100.00, imprisonment not exceeding 30 days, or by both a fine and imprisonment. If the animal suffered great bodily injury or death, a violation of this section shall be a criminal misdemeanor punishable by a fine not exceeding \$500.00, imprisonment not exceeding 90 days, or by both a fine and imprisonment.

Sec. 6-8. Animals in Unattended Motor Vehicles

- (a) No person shall confine an animal in any unattended motor vehicle, or leave an animal confined in any unattended motor vehicle, under conditions that endanger the health or well-being of the animal due to heat, cold, lack of adequate ventilation, or lack of food or water, or any other circumstances that could reasonably be expected to cause suffering, disability, or death to the animal.
- (b) A peace officer, animal control officer or first responder is authorized to remove an animal from a motor vehicle if the animal's safety appears to be in immediate danger from heat, cold, lack of adequate ventilation, lack of food or water, or other circumstances that could reasonably be expected to cause suffering, disability, or death to the animal.
- (c) A peace officer, animal control officer or first responder who removes an animal from a motor vehicle shall take it to an animal shelter or other place of safekeeping or, if the officer deems necessary, to a veterinary hospital for treatment.
- (d) A peace officer, animal control officer or first responder is authorized to take all steps that are reasonably necessary for the removal of an animal from a motor vehicle pursuant to this section, including but not limited to, breaking into the motor vehicle, after a reasonable effort to locate the owner or other person responsible for the motor vehicle.
- (e) A peace officer, animal control officer or first responder who removes an animal from a motor vehicle shall, in a secure and conspicuous location on or within the motor vehicle, leave written notice bearing his or her name and office, and the address of the location where the animal can be claimed. The animal may be claimed by the owner only after payment of all charges that have accrued for the maintenance, care, medical treatment, or impoundment of the animal.
- (f) Nothing in this ordinance shall be deemed to prohibit the transportation of horses, cattle, pigs, sheep, poultry or other agricultural animals in motor vehicles designed to transport such animals for agricultural purposes.
- (g) A violation of subsection (a) shall be a criminal misdemeanor, subject to the following penalties:
 - (1) If the animal did not suffer great bodily injury or death, a violation of this section is punishable by a fine not exceeding \$100.00, imprisonment not exceeding 30 days, or by both a fine and imprisonment.
 - (2) If the animal suffered great bodily injury or death, a violation of this section is punishable by a fine not exceeding \$500.00, imprisonment not exceeding 90 days, or by both a fine and imprisonment.

Article II Dangerous Animals

Sec. 6-11. Ownership of Dangerous and Diseased Animals Prohibited.

It shall be unlawful for any owner to keep, harbor, or have charge of any animal when any one or more of the following conditions exist:

- (a) The animal has a dangerous or ferocious disposition, shows vicious habits, or has without justification molested any person lawfully in or upon any public street or place;
- (b) The animal has without justification attacked or bitten any person or animal, or has destroyed any property or any animal not posing a threat to the offending animal; or
- (c) The animal appears to be suffering from rabies, mange or other infectious or dangerous disease. However, an owner shall not be deemed to be in violation of this subsection if the animal is under the care of a licensed veterinarian for the condition and is properly quarantined.

Sec. 6-12. Duty to report dangerous and rabid animals.

- (a) It shall be the duty of any person owning an animal which has been attacked or bitten by another dog or animal showing symptoms of rabies to immediately notify a police officer or animal control officer.
- (b) It shall also be the duty of any person having knowledge of a vicious or dangerous animal to report such animal to a police officer or animal control officer.

Sec. 6-13. Impoundment.

- (a) Police officers or other persons designated by the chief of police or city manager are authorized to impound:
 - (1) Animals that are at large;
 - (2) Animals that have bitten or threatened other humans or animals;
 - (3) Animals that appear to be suffering from rabies, mange or other infectious or dangerous disease; or
 - (4) Animals that appear to be in severe physical distress.
- (b) Any animal impounded shall be released to the owner only if the following conditions are satisfied:
 - (1) The owner has paid the applicable impounding fee.
 - (2) The owner has paid the cost of boarding the animal, if the animal was impounded for more than 24 hours.
 - (3) The owner has presented proof of all required immunizations and licenses.

Article III
Keeping of Chickens

Sec. 6-21. Keeping of chickens.

A person may keep chickens, other than roosters, at his or her residential property in accordance with a permit issued by the City and subject to the following terms and conditions:

- (a) A maximum of four chickens may be kept per parcel if the parcel is 1/2 acre in size or less, five chickens if the parcel is 1/2 to one acre in size; and six chickens if the parcel is over one acre in size.
- (b) The keeping of roosters is prohibited.
- (c) The outdoor slaughtering of chickens is prohibited.
- (d) Chickens shall be provided with a covered enclosure and must be kept in the covered enclosure or an adjoining fenced enclosure at all times. Chickens may be allowed to roam outside of the covered or fenced enclosure if within a fully fenced side and/or rear yard and if supervised by a person in the immediate vicinity of the chickens.
- (e) All covered enclosures or fenced enclosures shall be located in the rear yard, shall be no closer than five feet to any property line of an adjacent property, and shall be located no closer than 25 feet to any residential structure on an adjacent property.
- (f) The total square footage of any covered enclosure and fenced enclosure shall not exceed 80 square feet and shall be a maximum of eight feet in height.
- (g) All covered enclosures shall be constructed in such a way as to prevent rats, mice, or other rodents from being harbored underneath or within the walls of the enclosure. The enclosure shall be

constructed in a workmanlike manner. The coop and pen must be completely enclosed with a top and/or cover.

- (h) All feed and other items associated with the keeping of chickens likely to attract rats, mice, or other rodents or vermin shall be secured and protected in sealed containers.
- (i) Egg-laying chickens shall be kept in compliance with the Michigan Department of Agriculture Generally Accepted Agricultural and Management Practices for the Care of Farm Animals, as amended, except as otherwise provided in this section.
- (i) Eggs or meat produced from chickens kept under this chapter may be consumed by the property owner or sold to others, so long as any such sales occur off-premises (e.g., via delivery or as part of a farmers market). This section ordinance does not authorize the operation of farm stands on residential property.

Sec. 6-22. Permit application for keeping chickens.

Any person desiring to keep chickens at his or her residence shall make application in writing to the city clerk, describing particularly the following:

- (a) The place where the applicant proposes to keep the chickens;
- (b) The number of chickens proposed;
- (c) The distance from such place of keeping to the public streets and the boundary lines of such applicant's premises;
- (d) The distance from the closest residential structure on adjacent properties.
- (e) A description and/or depiction of the outdoor enclosure in which the animal will be kept.

Applications shall be accompanied by a fee in an amount set by resolution of the City Council.

Sec. 6-23. Issuance of permit.

The city clerk shall approve the application if the application is complete and the requirements set forth in this chapter are satisfied. Upon approving the application, the city clerk shall issue a permit setting forth the place where the chickens may be kept, the number thereof, and any other conditions needed to protect the public health, safety, and welfare. It shall be unlawful for any person to violate the terms and conditions of the permit. An initial permit shall be valid for three years from the date of issuance. A renewal permit shall be valid for two years from the date of issuance.

Sec. 6-24. Grounds for revocation of permit.

The city clerk may revoke any permit issued under this article due to failure to comply with the terms and conditions of the permit.

Section 2. Publication and Effective Date. The City Clerk shall cause a notice of adoption of this ordinance to be published. This ordinance shall take effect upon publication.

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

CERTIFICATION

This is a true and complete copy of Ordinance No. 508 adopted at a regular meeting of the Allegan City Council held on _____, 2023.

Teresa Galloway, Mayor

Michaela Kleehammer, Clerk

Introduced: March 13, 2023
Adopted: _____, 2023
Published: _____, 2023
Effective: _____, 2023



**City of Allegan
Planning Commission Meeting
March 20, 2023
Allegan City Hall
231 Trowbridge Street, Allegan, MI 49010**

MINUTES

1) Call to Order

The meeting was called to order at 6:00 pm.

2) Attendance

Present: Alyssa Ramirez, Julie Emmons, Tom Slocum, Patrick Westover, Traci Perrigo, and Teresa Galloway

Absent: Jason Watts, Roger Bird, and One Vacant Position

Others Present: Jason Derry, PCI; and Joel Dye, City Manager

3) Approval of Agenda

Motion by Traci Perrigo, supported by Teresa Galloway to approve. Motion Carried 6-0.

4) Approval of Minutes

Motion by Traci Perrigo, supported by Teresa Galloway to approve the February 21, 2023, Meeting Minutes. Motion carried 6-0.

5) Public Comment

There was no public comment.

6) New Business

6A – Discussion regarding the City of Allegan DRAFT Master Plan Document

The Planning Commission continued their review of the DRAFT Master Plan Document. During their review the Commission recommended a few more formatting changes. After their discussion the following motion was made.

Motion by Tom Slocum, supported by Traci Perrigo to approve the Master Plan in its DRAFT

Format and direct staff to being the public review process. Motion Carried 6-0.

8) Reports from Zoning Administrator and City Officers

There were no reports.

9) Communication from Commission Members

There was no communication.

10) Adjournment

Motion by Teresa Galloway, supported by Tom Slocum to adjourn the meeting at 6:21 p.m.

**Respectfully submitted by
Joel Dye, City Manager**



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

MEMORANDUM

TO: Allegan City Council
FROM: Tracy J. Stull, Finance Director/Treasurer
REVIEWED BY: Joel Dye, City Manager
DATE: March 23, 2023

SUBJECT: Approval of Accounts Payable and Payroll

Action Requested:

It is requested that City Council approve accounts payable in the amount of \$202,271.34 and payroll in the amount of \$108,965.61 for a total disbursement of \$311,236.95.

Background:

Attached is the Disbursement Report highlighting the accounts payable by fund as well as listing the individual payments to the vendors paid through March 23, 2023.

Attachment(s):

Disbursement Report

Disbursement Report

March 27, 2023

Accounts Payable by Fund February 24th through March 23, 2023

General Fund	\$	124,060.75
Major Streets	\$	229.12
Local Streets	\$	6,217.13
Grants	\$	-
DDA	\$	1,670.57
PA	\$	17,500.00
Sewer	\$	8,230.06
Water	\$	8,567.73
Motor Vehicle Pool	\$	25,890.25
Trust & Agency	\$	9,905.73
Total A/P by Fund	\$	202,271.34
Regular Check Run	\$	120,416.16
ACH/EFT/Wires	\$	71,764.30
Off-Cycle Check Runs	\$	10,090.88
Total Checks	\$	202,271.34
Payroll Check Remittances	\$	977.96
Payroll EFT Remittances	\$	35,475.03
Total Remittances	\$	36,452.99
Payroll - March 15th (for WE 03/12/2023)	\$	72,512.62
Total Payroll	\$	108,965.61
Total Disbursements	\$	311,236.95

3/27/2023

Off Cycle Check Runs

Ck#	Vendor	Description	Amount	Date
5704	Walt Disney Studios	Film Rental	\$ 185.15	03/16/23
5705	Allegan County Treasurer	2022 - Tax Year Settlement	\$ 9,905.73	03/21/23
Total Manual Checks			\$ 10,090.88	

Payroll Remittance Checks Report

Ck#	Vendor	Description	Amount	Date
5701	CZFC INC	Wage Garnishments	\$ 104.50	03/15/23
5702	MISDU	Child Support	\$ 860.96	03/15/23
5703	Allegan Co Court	Wage Garnishments	\$ 12.50	03/15/23
Total Payroll Checks			\$ 977.96	

EFT Payroll Payment Report

EFT#	Vendor	Description	Amount	Date
EFT992	JOHN HANCOCK	Retirement - 457/Loan	\$ 3,719.77	03/15/23
EFT993	FEDERAL TAX DEPOSIT	Federal Taxes	\$ 23,458.33	03/15/23
EFT994	JOHN HANCOCK	Retirement - MPP	\$ 8,296.93	03/15/23
Total Payroll EFT Payments			\$ 35,475.03	
Total Manual Checks			\$ 46,543.87	

Check Register - EFT

3/27/2023

Check Date	Ck#	Vendor Name	Description	Total Amount
02/10/23	2958	State of Michigan	January 2023 Sales Tax	\$ 315.84
02/01/23	2959	Charter Communications	January 2023 - 8245 12 660 0112478 - 223 Hubbard St	\$ 119.98
03/07/23	2960	Charter Communications	Jan & Feb 2023 Services	\$ 2,654.29
03/03/23	2961	Charter Communications	February 2023 - 8245 12 660 0112478 - 223 Hubbard St	\$ 119.98
03/16/23	2962	Consumers Energy	February 2023 - 1000 0036 3117 - Street	\$ 4,699.97
03/16/23	2963	Consumers Energy	February 2023 - 1030 2197 8350 - 49010	\$ 1,997.75
03/16/23	2964	Republic Services	December 2022 Services	\$ 2,927.13
03/16/23	2964	Republic Services	January 2023 Services	\$ 2,641.67
03/21/23	2965	City of Allegan	1/3-2/1/2023 Water/Sewer Usage	\$ 5,173.39
03/23/23	2966	CONSUMERS ENERGY	March 2023 - 1000 0623 1078 - 261 Hubbard	\$ 148.01
03/23/23	2967	CONSUMERS ENERGY	March 2023 - 1030 3099 2350 - 231 Trowbridge St	\$ 722.51
03/23/23	2968	ENTERPRISE FLEET MANAGEMENT	Maintenance agreement	\$ 14,973.14
03/23/23	2969	Huntington Bank	February 2023 Credit Card	\$ 6,040.94
03/23/23	2970	Mers of Michigan	Retirement Contribution - February 2023	\$ 22,627.73
03/23/23	2971	One America	Disability Life Insurance - March 2023	\$ 4,628.47
03/23/23	2972	Republic Services	February 2023 Services	\$ 1,973.50
				\$ 71,764.30

Check Register

3/27/2023

Check Date	Check #	Vendor Name	Description	Total Amount	# Invoices
3/27/2023	5706	A24 FILMS	Film Rental	\$ 290.15	1
3/27/2023	5707	ACCURATE CLEANING SERVICE, LLC	Contractual Services	\$ 1,000.00	1
3/27/2023	5708	ALLEGAN RENTALS INC	Equipment Maintenance	\$ 75.73	1
3/27/2023	5709	AMERICAN WATER WORKS ASSOC.	Membership	\$ 87.00	1
3/27/2023	5710	AMERICAN WATER WORKS ASSOC.	Conference	\$ 290.00	1
3/27/2023	5711	AVFUEL CORPORATION	Aviation Fuel	\$ 37,602.90	1
3/27/2023	5712	B & B INSTRUMENTS, INC	Equipment Maintenance	\$ 1,238.79	1
3/27/2023	5713	BATTERIES PLUS BULBS	Equipment Maintenance	\$ 346.57	1
3/27/2023	5714	BEN'S RUBBER STAMPS & LASER WORKS	Allegan Michigan Logo	\$ 788.90	1
3/27/2023	5715	C-COMM INC.	Operating Supplies	\$ 5.00	1
3/27/2023	5716	C.STODDARD & SONS, INC	Oil	\$ 175.00	1
3/27/2023	5717	CHAD FULTON	Dental Reimbursement	\$ 250.80	1
3/27/2023	5718	CRONK SERVICES, LLC	Winter Maintenance	\$ 5,988.00	3
3/27/2023	5719	CRYSTAL FLASH	Fuel	\$ 1,851.39	2
3/27/2023	5720	CUMMINS INC	Equipment Maintenance	\$ 56.45	1
3/27/2023	5721	DELUXE ECHOSTAR LLC	Film Rental	\$ 160.00	4
3/27/2023	5722	FAMILY FARM AND HOME	Operating Supplies	\$ 51.98	1
3/27/2023	5723	FISH WINDOW CLEANING	Building Maintenance	\$ 225.00	1
3/27/2023	5724	FRONTIER COMMUNICATIONS OF MICHIGAN	Communications	\$ 231.03	3
3/27/2023	5725	GALLAGHER INDUSTRIAL LAUNDRY INC	Uniforms	\$ 573.68	2
3/27/2023	5726	GLOBAL ENVIRONMENTAL CONSULTING LLC	Outside Lab Work	\$ 950.00	2
3/27/2023	5727	JACK DOHENY SUPPLIES INC	Equipment Maintenance	\$ 4,254.92	1
3/27/2023	5728	JAMIE VAN SLYKE	Contractual Services	\$ 270.00	1
3/27/2023	5729	KAECHELE PUBLICATIONS, INC	Advertising	\$ 700.00	1
3/27/2023	5730	KEN'S TIRE SERVICE, INC.	Equipment Maintenance	\$ 162.00	1
3/27/2023	5731	KIESLER POLICE SUPPLY, INC	Operating Supplies	\$ 772.62	2
3/27/2023	5732	LOCK MASTER SECURITY LLC	Contractual Services	\$ 150.00	1
3/27/2023	5733	MANUEL TORRES	CDL Reimbursement	\$ 25.52	1
3/27/2023	5734	MCMASTER-CARR COMPANY	Equipment Maintenance	\$ 252.13	1
3/27/2023	5735	MCNALLY ELEVATOR COMPANY, INC.	Equipment Maintenance	\$ 1,637.00	1
3/27/2023	5736	MICHIGAN STATE POLICE	Contractual Services	\$ 132.00	1
3/27/2023	5737	MITCHELL LAWRENCE	CDL Reimbursement	\$ 35.73	1
3/27/2023	5738	MITEL	Communications	\$ 2,062.31	1
3/27/2023	5739	NAPA AUTO PARTS OF ALLEGAN	Vehicle Maintenance	\$ 708.86	7
3/27/2023	5740	NOVELTY LIGHTS, INC	Operating Supplies	\$ 1,865.91	1
3/27/2023	5741	PLM LAKE & LAND MANAGEMENT CORP	Contractual Services	\$ 225.00	1
3/27/2023	5742	R.W. MERCER COMPANY	Fuel Farm	\$ 242.00	1
3/27/2023	5743	SIGNS NOW HOLLAND	Marketing Signs	\$ 942.57	1
3/27/2023	5744	STATE INDUSTRIAL PRODUCTS CORP	Chemicals	\$ 3,515.30	3
3/27/2023	5745	SUMNER PLUMBING	Capital Improvements	\$ 700.00	2
3/27/2023	5746	SYSCO GRAND RAPIDS	Concession Supplies	\$ 134.37	1
3/27/2023	5747	TRACE ANALYTICAL LABORATORIES INC	Outside Lab Work	\$ 410.25	4
3/27/2023	5748	TREE TECH	Airports Clearing Contract	\$ 22,278.13	1
3/27/2023	5749	TRUCK & TRAILER SPECIALTIES INC	Vehicle Maintenance	\$ 977.40	1
3/27/2023	5750	USABUEBOOK	Operating Supplies	\$ 4,159.14	1
3/27/2023	5751	VERIZON WIRELESS SERVICES LLC	Communications	\$ 2,969.25	1
3/27/2023	5752	WARNER NORCROSS + JUDD LLP	Legal Fees	\$ 97.50	1
3/27/2023	5753	WESTERN MICHIGAN FLEET PARTS,INC	Vehicle Maintenance	\$ 136.88	1

Check Register
3/27/2023

Check Date	Check #	Vendor Name	Description	Total Amount	# Invoices
3/27/2023	5754	WOLVERINE FIREWORK DISPLAY INC	Fireworks Contract	\$ 17,500.00	1
3/27/2023	5755	WOLVERINE HARDWOODS, INC	Operating Supplies	\$ 861.00	1
Total Checks: 50				\$ 120,416.16	73



City of Allegan
Allegan City Police Department
269.673.2115
170 Monroe Street
Allegan, MI 49010

MEMORANDUM

TO: Allegan City Council
FROM: Chief Jay Gibson
REVIEWED BY: Joel Dye, City Manager
DATE: March 21, 2023

SUBJECT: Authorization to pursue a Grant through MCOLES for Academy sponsorship

Action Requested:

We would like to apply for a grant through MCOLES through the Public Safety Academy Assistance Program. The grant makes available up to \$24,000 to sponsor a recruit into a police academy, on a first come, first serve basis.

Background:

We recently had to separate employment of our newest officer for performance issues. In researching potential replacement candidates, it became apparent that many jurisdictions are sponsoring individuals to attend an academy and are using this grant to fund the endeavor. Timing is critical, as the academy starts in May and we have boxes to check to receive the grant. With the approval of the City Manager we have started that process and to complete the process we need approval to secure this grant opportunity. The individual we have identified has been on our radar before, but without this grant opportunity and readily available candidates, it was never pursued. Please reach out to me with any clarification that you may need.

Attachments: MCOLES Application



**Public Safety Academy Assistance Program
Application for Employed Recruits**

The Public Safety Academy Assistance program provides for scholarships for employed recruits of local law enforcement agencies to attend a basic training academy. For a recruit to be eligible for the scholarship the agency must have completed all licensing screening standards and hired the individual as an employed recruit. Agencies are eligible for up to \$24,000.00 per recruit for salaries and benefits while attending an academy, and for academy costs.

Please review the program guidelines on the following pages before completing this application. Sections I and II must be completed by the agency and forwarded to the intended academy with a copy of the Candidate New Hire documentation for completion of Section III no later than 10 days prior to the start of the academy session. Once the academy has completed section III the academy should forward the application and a copy of the Candidate New Hire documentation to MCOLES at:

927 Centennial Way
Lansing, MI 48913

or via email to:
MSP-MCOLES-Grants@michigan.gov

Section I - Agency Information *To be completed by the agency.*

Agency Name:	
Agency Contact Person:	Contact Person Title:
Contact Email:	Contact Phone Number:

Section II – Recruit Information *To be completed by the agency.*

Recruit Name:	SSN (Last 4 digits only):
Recruit Pay Rate:	Total Wages & Benefits During Academy Session:
Additional Recruit Allowable Expenses: →	Refer to the guidelines for additional allowable expenses, and submit a detailed invoice to MCOLES with this application.

I certify that the above information is correct and the recruit will not be required or allowed to repay the agency for costs related to attendance at the academy.

Agency Head Signature:	Date:
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**** Attach a copy of the Candidate New Hire Report ****

AUTHORITY:	2022 PA 166; 2023 PA 5
COMPLIANCE:	Voluntary
PENALTY:	No Agency Funding/ No Academy Funding



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

MEMORANDUM

TO: Allegan City Council
FROM: Doug Sweeris, Water Utilities Director
REVIEWED BY: Joel Dye, City Manager
DATE: March 27, 2023

SUBJECT: Abonmarche Engineering services for the Drinking Water Asset Management (DWAM) and Distribution System Materials Inventory (DSMI) professional services.

Action Requested: It is requested that City Council approve the contract with Abonmarche for the professional engineering services for DWAM/DSMI in the amount of \$326,635.00.

Background: Allegan received a \$487,385 grant to updating the drinking water distribution asset management information and collecting information to complete the distribution system material inventory list. The grant covers 100% cost with the exception of equipment purchased which is covered at 25%. The only equipment to be purchased with this program is two new GPS/GIS units, approximate cost of these units is \$7,400 total, of which the grant will reimburse \$1,850. This grant will cover work starting March 3, 2021, and ends November 1, 2025.

Attachment(s):
Abonmarche proposal of services
P.O. for Abonmarche services
DWAM/DSMI grant

March 20, 2023

Douglas Sweeris
Water Utilities Director
City of Allegan – Water Utilities
350 North Street
Allegan, MI 49010

RE: **City of Allegan - EGLE Drinking Water Asset Management (DWAM) Plan and Distribution System Materials Inventory (DSMI)**

Dear Mr. Sweeris,

Abonmarche Consultants Inc is pleased to present this proposal for professional services to assist the City of Allegan in meeting the requirements to create a Drinking Water Asset Management (DWAM) Plan and Distribution System Materials Inventory (DSMI). We understand the City of Allegan has been successful in its application for an EGLE DWAM grant in the amount of \$487,385.

Below is our understanding and proposed approach to the project.

PROJECT UNDERSTANDING

Background

Allegan has existed as a community since the mid-1800s. Once the city was incorporated in 1907, water infrastructure construction utilized the prevailing materials of the time. Water infrastructure constructed during the early to mid-1900s is reaching the end of its expected service life. Cities like Allegan are faced with aging infrastructure and the option of proactive planning versus reactive repair-based system maintenance. In recent years, technology-driven Asset Management techniques have allowed more robust predictive techniques for addressing aging infrastructure before failures occur.

Facilities of this vintage often include lead-jointed water mains and water service materials containing lead piping and other components. Many of Allegan's homes and businesses were initially constructed in the early to mid-1900s when lead and galvanized materials were common in water services. Recently public health concerns over lead water services have been well-documented, and the potential hazards of partial lead service replacement have been fully understood.

A preliminary distribution system materials inventory (DSMI) was completed and submitted to EGLE prior to the deadline on January 1, 2020. The DSMI indicated that 1133 water service lines were "Unknown – Likely Not Lead". Since that assessment, the City has been awarded funds under the Water Infrastructure Fund Transfer Act (WIFTA) program. As a part of this work, the city will conduct lead service line replacements on 728 of these services. Abonmarche will coordinate with EGLE to target the allowable lead service line investigation toward the remaining unknown services.

Based on our knowledge of the City's infrastructure and the DWAM Grant requirements, we anticipate the following scope of services will meet the City's needs.

Drinking Water Asset Management Plan (DWAM)

The City of Allegan developed a GIS database including their Storm Water and Sanitary Sewer during a 2014 Stormwater, Asset Management, and Wastewater (SAW) Grant process funded by the Michigan Department of Environment, Great Lakes, and Energy (EGLE). Following the initial setup, the city incorporated its water main assets using record drawings and computer methods to enter the data and approximate the layout. In practice, the approximate data lacks the accuracy to be useful in managing the system or planning future projects. This project grant opportunity allows the City of Allegan to reconstruct the Water Distribution database with field locations of their existing assets. The field data collection phase will afford the city an opportunity to locate and identify missing or inoperable valves mentioned in EGLE's review of the 2017 Sanitary Survey.

The city's most recent Water Asset Management Plans were developed in 2017 and 2018. At that time, the city developed separate Asset Management Plans for both the distribution and treatment infrastructure. Since that time, EGLE has required a more comprehensive Business Risk Evaluation (BRE) to assign the probability and consequence of failure to achieve a metric for the overall criticality of each asset. An updated Drinking Water Asset Management (DWAM) plan will allow the city to unify these documents, incorporate new DSML data, and integrate criticality as part of a more comprehensive tool for predictive management and system planning.

This deeper integration of distribution and treatment system management will improve the level of service for customers, simplify project planning, and minimize the risk of failure of critical infrastructure components. The DWAM developed for drinking water infrastructure will provide valuable information for short-term and long-term capital improvement planning, water rate strategies, and ensuring successful and cost-efficient ongoing operation of the city's water distribution system.

The AMP plan is required to include the following:

- Asset inventory and condition assessment
- Level of service
- Criticality of assets
- Operation and maintenance (O&M) strategies/revenue structure
- Long term funding/capital improvement planning

Distribution System Materials Inventory (DSML)

Like many small municipalities that developed water infrastructure in the early to mid-1900s, Allegan is faced with the requirement to remove lead water services. The first step in planning and executing this work is an accurate understanding of the location and extent of lead services still serving properties within the city. While methods of predictive analysis have recently developed, the size of the Allegan System is small enough that the data collection process would not permit an efficient application of those methods. In Allegan, conventional investigation and exploration represent the most effective solution for Lead Service Line identification. The resulting data will be used to create a replacement plan in compliance with EGLE's new Lead and Copper Rules.

Out of 1763 water services in the city's drinking water distribution system, some 1,133 services are unknown material, likely containing lead or galvanized pipes. The preliminary DSML analysis reflected these services as both Unknown and Known. That discrepancy was identified in the



review of the document and preparation of the application for DWAM and DSMI funding. Based on a review of records and interviews with City Staff, those 1,133 services have been re-classified as Unknown - Likely Contains Lead. EGLE's DSMI program includes the investigation of 20% of the City's unknown services that are likely to contain lead, a total of 227 water services that must be chosen at random. With the scheduled replacement of 728 services under the Water Infrastructure Fund Transfer Act (WIFTA) program, a total of 995 water services, 84% of the City's unknown services will be identified or replaced in the next three years.

The goal of DSMI is to determine the likelihood of lead water services in the water system with a degree of confidence to meet the 2025 DSMI requirements imposed by EGLE.

SCOPE OF SERVICES – DRINKING WATER ASSET MANAGEMENT PLAN (DWAM)

I. Asset Inventory

A. Project Initiation:

Meet with the city to kick off the project and obtain background information to understand the city's infrastructure systems. This will help us confirm what the city owns and where the assets are located. The process will include obtaining and reviewing available paper/electronic mapping of the systems, historical records, complaint records, water main breaks, existing condition assessments, O&M history, costs and revenue structure, and applicable ordinances. During our meetings with the city, we will also review existing infrastructure identification systems and develop protocols for going forward.

B. Distribution System Inventory

1. We will review the accuracy and completeness of existing system data. During this task, Abonmarche will validate and modernize protocols for GIS system setup and data entry.
2. Missing data will be supplemented, using existing record drawings to label the water main pipe including material, diameter, approximate age, and approximate bury depth in the GIS System. We will then review and amend the numbering system for hydrants and valves and LSLs.
3. Recent as-built drawings will be incorporated into the GIS system to address projects completed after the water distribution network was entered into the City's GIS system.
4. Abonmarche will scan water service lead cards, intersection books/records, hydrant inspection reports, valve inspection reports, etc. Any known private side water service information will also be added to the system.
5. Adding and supplementing areas of known water main breaks and issues (based on City staff feedback).
6. Compile key findings and recommendations from studies, including the identification of areas of known concern.
7. Create a connection between the City's hosted GIS Asset Management solution and an ArcGIS municipal utility framework offering the City options for creating additional planning resources as well internal and public-facing dashboards for



conveying important information such as Lead Service Line Replacement Progress.

C. WFP Site Investigation

We will coordinate with Water Plant Staff to gather available information, maps, plans, and spreadsheets to help define conditions at the Plant. We will then input this into the GIS system to ensure that records are up to date and accessible. We will use this information in conjunction with EGLE and City staff to determine the necessary improvements to provide safe drinking water reliably and efficiently.

D. Data Management

The city already maintains a GIS system for sanitary and storm sewers based on work performed on a previous SAW Grant. We will work with the city to implement a GIS system for water mains that will supplement the sewer database, be maintained, and updated by the city once the project is complete and be expanded to meet the growing needs of the city while meeting the requirements of the EGLE.

II. Distribution System Materials Inventory (DSMI)

A. *The goal of DSMI is to determine the likelihood of lead water services in the water system with a degree of confidence to meet the 2025 DSMI requirements imposed by EGLE. A 2-step approach is proposed to accomplish this.*

B. *Point of Entry (POE) inspections:*

The following tasks will be undertaken for the POE inspections:

1. Obtain property owner list from Allegan County GIS and City Assessor.
2. Initial contact letter – this letter will be mailed to each property owner and will describe the requirements for the DSMI related to lead water services, introduce Abonmarche staff to property owners, and set property owner expectations.
3. After the initial mailing, Abonmarche staff will schedule appointments for the POE inspections. This could include door hangers, telephone calls, etc.
4. POE inspection will be conducted, including pipe material documentation and photos. This data will be entered into the GIS database for further review.
5. A 2nd contact letter will be mailed to non-responding property owners.
6. A 3rd contract letter will be mailed to non-responding property owners.

C. Potholing

For services that have discovered lead or galvanized water services as a result of the POE inspections, or non-responsive property owners, additional investigation will be undertaken at the curb stop to complete the three-point verification. Through potholing (partial excavation), hydro-excavation, tap sampling, records review, and city staff knowledge, the city will update its GIS water system atlas to include the type, size, and location of water mains and services. Potholing efforts will be conducted over a randomized sample of the City's unknown services.

Once the magnitude of necessary lead service replacement is confirmed, the city can proceed with updating budgets and rate methodologies to address the situation. At that time, any necessary legal work to update water system policies for private service line replacement can be addressed to facilitate lead service replacement. Lead service



replacements will be focused on known areas coinciding with recent projects, main/service leaks, and other records compiled by the City staff.

III. Condition Assessment

A. Flow Testing/Modeling:

The City, along with its consultant, will conduct hydrant flow tests to determine pressure/residual pressure/flow rates at select hydrants within the distribution system. This will allow the City to conduct up-to-date system modeling to determine which areas of town need to have water main upgrades, replacement, etc. based on fire flows.

B. Data Management

Information will be used to update flow models and the City's GIS System.

IV. Level of Service

The goal of this task will be to determine the level of service warranted by the city to deliver reliable services at a reasonable cost, which is also consistent with applicable regulations. This will include determining the city's risk tolerance, redundancy, and system flow/pressure capability. Abonmarche will perform the following tasks as part of this phase.

- A. Assist the city in developing a baseline for the existing LOS for the water system based on minimum O&M activities and corrective action for critical failures in the system.*
- B. Develop additional LOS criteria to represent increasing levels of annual spending requirements for O&M and capital/system renewal projects.*
- C. Identify LOS components for inspection, preventative maintenance, corrective maintenance, and system renewal of each asset group (such as valves, hydrants, etc.) and LOS level identified.*
- D. Assist the city in updating ordinances, if needed, to comply with LOS.*
- E. Attend two public meetings, if required, to educate the public on ordinance updates.*

V. Probability of Failure and Criticality of Failure/Business Risk Assessment

Using the data obtained in the inventory phase, Abonmarche will evaluate the criticality of the various system assets, including the Probability of Failure (POF) and the Consequence of Failure (COF). These assets will be provided a criticality score in accordance with MDEQ guidelines, including:

- A. Establishing age and condition values for each asset as closely as possible – including mapping records of water main breaks.*
- B. Developing a methodology for assessing the probable condition for buried assets if condition or age is unknown.*
- C. Assigning other relevant parameters that affect the risk factor or criticality of each component, such as the potential for property damage, public health impacts, lost revenue, and social/environmental costs.*
- D. Establishing a priority ranking (Criticality Index) to be used to develop a list of repair/replacement/rehab needs.*

This includes a determination of how to prioritize projects identified in the asset management program(s). The goal of this task is to identify areas of the system that have the highest risk and



consequence of failure in the community. We will have a discussion with the city to determine potential critical facilities and additional analysis required to determine the critical facilities. We will also study the system to determine condition, life expectancy, the value of assets, prioritization of assets, etc.

VI. Financial Analysis / O&M Strategies / Capital Improvement Planning / Revenue Structure

Using the data obtained in the inventory phase, Abonmarche will evaluate the criticality of the various system assets, including the Probability of Failure (POF) and the Consequence of Failure (COF). These assets will be provided a criticality score in accordance with MDEQ guidelines, including:

- Establishing age and condition values for each asset as closely as possible – including mapping records of water main breaks.
- Developing a methodology for assessing the probable condition of buried assets if the condition is unknown.
- Assigning other relevant parameters that affect the risk factor or criticality of each component, such as the potential for property damage, public health impacts, lost revenue, and social/environmental costs.
- Establishing a priority ranking (Criticality Index) to be used to develop a list of repair/replacement/rehab needs.

This includes a determination of how to prioritize projects identified in the asset management program(s). The goal of this task is to identify areas of the system that have the highest risk and consequence of failure in the community. We will have a discussion with the city to determine potential critical facilities and additional analysis required to determine the critical facilities. We will also study the system to determine condition, life expectancy, the value of assets, prioritization of assets, etc.

The goal of the Long-Term Funding/Capital Improvement Planning (financial management) will be to identify how much and when money will be needed, based on projects identified, to meet the level of service goals to maintain the system at or above the identified minimum condition. This task will include discussions with the city and historical/projected infrastructure cost information to assure that adequate information will be available to perform the funding/CIP analysis. We will also consider alternative forms of revenue creation to assist with funding the work.

Once the current and future needs have been identified, the project team will begin structuring a funding and financing strategy for the identified needs. This will include the preparation of grant and financing applications to various state and federal agencies as appropriate. We will study multiple scenarios for 10- and 20-year durations to guide the city well into the future.



FEES

The total cost of the DWAM-DSMI work is estimated at \$492,935. The EGLE Grant for DWAM-DSMI will contribute \$487,385, including the professional services proposed by Abonmarche. The costs for City Staff and Independent contractors will also be reimbursed by the grant with the city contributing toward the purchase of equipment used for asset inventory. Abonmarche will provide the Scope of Services above for the fees indicated in the heightened column of the table below:

Phase	Task	Local Cost	DWAM-DSMI Grant-Funds		
			Reimbursed & City Force Account	Independent Contractor	Abonmarche Professional Services
1	Asset Inventory	\$5,550	\$1,850	-	\$44,395
2	Distribution System Materials Inventory	-	\$52,967	\$105,933	\$99,710*
3	Condition Assessment – Distribution System & WFP	-	-	-	\$68,740
4	Level of Service	-	-	-	\$8,200
5	Criticality of Assets	-	-	-	\$29,670
6	Financial Analysis / O&M Strategies / CIP / Revenue Structure	-	-	-	\$75,920
TOTAL BY FUND SOURCE		\$5,550	\$54,817	\$105,933	\$326,635

*Notes:

1) Task 1 includes the purchase of two (2) GPS data collectors, estimated at \$7,400 that will be charged to the grant independently from our fees. Of this cost, \$1,850 is eligible for reimbursement under the ELGE Grant.

2) Task 2 includes an additional \$158,900 that will be incurred independently by a contractor and City Staff for potholing existing water services. Approximately one-third (33%) of the potholing work is anticipated to be performed by City Staff as Force Account with the remainder to be performed by an independent contractor.

3) The estimated cost of the DWAM/DSMI Project is \$492,935, of which \$487,385 is eligible for reimbursement through the EGLE Grant.

ADDITIONAL SERVICES

The following services are not included as a part of this project, but could be added as additional services upon request:

- Boundary and Topographic Surveying
- Permitting
- Design and construction documents
- Construction administration

SCHEDULE

Per the EGLE DWAM Grant Agreement, the end date for this project is December 1, 2025. We are available to start on this project immediately and expect that we will finish the plans prior to the deadline. Due to several unknowns such as the responsiveness of property owners and contractor availability for potholing, we will prepare a more defined schedule as we progress with the project. Thank you for this opportunity to assist the City with its water management needs. Please feel free to contact me with any questions. Your signature on the attached Professional Services Agreement will serve as authorization to proceed as outlined above.

Sincerely,
ABONMARCHE



Daniel A. Dombos II, PE
Senior Project Manager



03/16/2023



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

Purchase Requisition

Requested Date 03/16/2023

Purchase Requisition No 23-0699

Requested By DSweeris
Department 568

Preferred Vendor 004872
ABONMARCHE
Address 95 WEST MAIN STREET
PO BOX 1088
BENTON HARBOR, MI 49022

Contract/Job #:

Req. Description: DWAM/DSMI engineering services

Qty.	Description	GL Number	Unit Price	Amount
1	DWAM/DSMI engineering services	591-571-97900	326,635.00	326,635.00

Total: 326,635.00

Requested By: Doug Sweeris **Date** March 16, 2023

Finance Approval: _____ **Date** _____

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

Notes:

All engineering services are covered 100% by DWAM grant from EGLE.
Equipment purchased is covered 25%, expected equipment purchase will be GPS/GIS units, total cost \$7,400 with \$1,850 reimbursed by grant.

Summary of All Bids Received

Bidder Name

Bid Amount



DRINKING WATER ASSET MANAGEMENT GRANT AGREEMENT (ARP FUNDED)
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND CITY OF ALLEGAN

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Finance Division** ("State"), and **City of Allegan** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to P.A. 53 of 2022. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: <u>AMP/DSMI</u>	Project #: <u>DWA-112</u>
Amount of grant: <u>\$487,385</u>	% of grant state <u>0</u> / % of grant federal <u>100</u>
Amount of match: None required	PROJECT TOTAL: <u>\$487,385</u>
Start Date: 3/3/2021	End Date: 11/1/2025

FISCAL RECOVERY FUND (FRF) ITEMS:

Recipient Type: Subrecipient

State of Michigan FRF Award Date: 3/3/2021

Federal Awarding Agency: US Department of Treasury CFDA Number and Name: 21.027

FAIN Number: SLFRP0127 Research and Development Award: ☐ Yes ☒ No

SLFRF Category: Other water infrastructure 5.15 SLFRF Short Name: FRF3173

Major Program: ARPDWAM

GRANTEE CONTACT INFORMATION:

Name/Title: Doug Sweeris, Water Utility Director

Organization: City of Allegan

Address: 231 Trowbridge Street

City, State, ZIP: Allegan, MI 49010

Phone Number: 269-720-2174

E-Mail Address: dsweeris@cityofallegan.org

Federal ID: 38-6004518

Grantee UEI Number: JPX6E8E5HAV6

SIGMA Vendor Number: CV0047615

STATE'S CONTACT INFORMATION:

Name/Title: Kaitlyn Thrush, Departmental Analyst

Division/Bureau/Office: Finance Division

Address: 525 W Allegan Street

City, State, ZIP: Lansing, MI 48909

Phone Number: 517-647-3482

E-Mail Address: ThrushK1@michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

E-SIGNED by Doug Doug Sweeris
on 2022-10-25 13:44:37 EDT

Doug Sweeris, Water Utility Director

2022-10-25 13:44:37 UTC

Signature

Name/Title

Date

E-SIGNED by Tracy Stull
on 2022-10-26 12:18:15 EDT

Tracy Stull, Finance Director

2022-10-26 12:18:15 UTC

Signature

Name/Title

Date

FOR THE STATE:

E-SIGNED by Kelly Green
on 2022-10-26 12:37:41 EDT

Kelly Green, Administrator

2022-10-26 12:37:41 UTC

Signature

Name/Title

Date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
Jan 1 – Jan 31	Feb 15
Feb 1 – Feb 28	March 15
March 1 – March 31	April 15
April 1 – April 30	May 15
May 1 – May 31	June 15
June 1 – June 30	July 15

July 1 – July 31	Aug 15
Aug 1 – Aug 31	Sept 15
Sept 1 – Sept 30	Before Oct 15*
Oct 1 – Oct 31	Nov 15
Nov 1 – Nov 30	Dec 15
Dec 1 – Dec 31	Jan 15

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering September 1 – September 30. Advance notification regarding the due date for the period ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the period ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days of substantial completion of the project or the End Date of the Agreement.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the

services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS & SUBAWARDS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

For all Subawards - 2 CFR 200.331 – 200.333 Subrecipient Monitoring and Management All pass-through entities must:

A) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

(1) Federal award identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier)

- (ii) Subrecipient's unique entity identifier
- (iii) Federal Award Identification Number (FAIN)
- (iv) Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency
- (v) Subaward Period of Performance Start and End Date
- (vi) Subaward Budget Period Start and End Date
- (vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient
- (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation
- (ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity
- (x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)
- (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity
- (xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement
- (xiii) Identification of whether the award is R&D; and
- (xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414

(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award

(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports.

(4) (i) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:

(A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;

(B) The de minimis indirect cost rate.

(ii) The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).

(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part,

(6) Appropriate terms and conditions concerning closeout of the subaward.

B) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

(1) The subrecipient's prior experience with the same or similar subawards;

(2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of this part, and the extent to which the same or similar subaward has been audited as a major program.

(3) Whether the subrecipient has new personnel or new or substantially changed systems.

(4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

C) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in § 200.208.

D) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

(1) Reviewing financial and performance reports required by the pass-through entity.

(2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.

(3) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521.

(4) The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

E) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

- (1) Providing subrecipients with training and technical assistance on program-related matters; and
- (2) Performing on-site reviews of the subrecipient's program operations;
- (3) Arranging for agreed-upon-procedures engagements as described in § 200.425.

F) Verify that every subrecipient is audited as required by Subpart F of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501.

G) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

H) Consider taking enforcement action against noncompliant subrecipients as described in § 200.339 of this part and in program regulations.

I) 200.332 Fixed amount subawards

With prior written approval from the Federal awarding agency, a pass-through entity may provide subawards based on fixed amounts up to the Simplified Acquisition Threshold, provided that the subawards meet the requirements for fixed amount awards in §200.201 Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

Each eligible applicant must obtain a Unique Entity Identifier (UEI) and maintain an active registration with the Federal System for Award Management (SAM). The SAM website is:
<https://www.sam.gov/SAM>.

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.

- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

Federal Audit Requirements

- (A) (2 CFR 200.501) Audit required. A non-federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program specific audit conducted for that year in accordance with the provisions of this part
- (B) (2 CFR 200.508) Auditee requirements:
 - a. Procure or otherwise arrange for the audit, if required.
 - b. Prepare appropriate financial statements, including the schedule of expenditures of Federal awards.
 - c. Promptly follow up and take corrective action on the audit findings.
 - d. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of seven years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

- (A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.
- (B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

(D) Any funds received under the authorizing legislation for this program expended by the eligible applicant in a manner that does not adhere to the American Rescue Plan 117-2 or Uniform Guidance 2 CFR 200, as applicable, shall be returned to the state. If it is determined that an eligible applicant receiving funds under this act expends any funds under this act for a purpose that is not consistent with the requirements of the American Rescue Plan, Public Law 117-2, or Uniform Guidance 2 CFR 200, the state budget director is authorized to withhold payment of state funds, in part or in whole, payable from any state appropriation.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract.
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees.
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

XXIII. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION (PII) AND THE PRIVACY ACT.

In accordance with the Uniform Guidance (including but not limited to, sections §200.303 and §200.338) and the Privacy Act of 1974 (5 U.S.C. § 552a), the recipient is required to take reasonable measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

XXIV. STATUTORY CATEGORIES FOR USE OF FISCAL RECOVERY FUND (FRF)

The four statutory categories for use of FRF funds are included below as outlined in the guidance. The program design has been approved to ensure that the program meets one of the requirements below. Appendix A provides additional details on eligible uses to ensure it aligns with Treasury's guidance.

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts
- (2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work
- (3) For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency
- (4) To make necessary investments in water, sewer, or broadband infrastructure

Treasury's Final Rule details compliance responsibilities and provides additional information on eligible and restricted uses of SLFRF award funds and reporting requirements. Your organization should review and comply with the information contained in Treasury's Interim Final Rule, and any subsequent final rule when building appropriate controls for SLFRF award funds.

Use of Funds Restrictions:

First, a recipient may not use SLFRF funds for a program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19. A program or service that imposes conditions on participation or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19 is not a permissible use of SLFRF funds.

Second, a recipient may not use SLFRF funds in violation of the conflict-of-interest requirements contained in the Award Terms and Conditions or the Office of Management and Budget's Uniform Guidance, including any self-dealing or violation of ethics rules. Recipients are required to establish policies and procedures to manage potential conflicts of interest.

Lastly, recipients should also be cognizant that federal, state, and local laws and regulations, outside of SLFRF program requirements, may apply. Furthermore, recipients are also required to comply with other federal, state, and local background laws, including environmental laws and federal civil rights and nondiscrimination requirements, which include prohibitions on discrimination on the basis of race, color, national origin, sex, (including sexual orientation and gender identity), religion, disability, or age, or familial status (having children under the age of 18).

XXV. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.]

XXVI. PREVAILING WAGE

This project is subject to the Davis-Bacon Act, 40 U S C 276a, *et seq*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over \$2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.

FEDERALLY FUNDED PROGRAM-SPECIFIC BOILERPLATE

Funds were added under sections 602 and 603 of section 9901 of the Social Security Act of section 9901 of Public Law No. 117-2, known as American Rescue Plan Act of 2021 ("ARPA"), signed into law on March 11, 2021 <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds> as the Coronavirus State and Local Fiscal Recovery Funds ("FRF"). The State of Michigan was awarded \$6.54 billion dollars under the Fiscal Recovery Fund.

OMB Uniform Guidance for Non-federal Agencies Receiving These Funds The U.S. Department of Treasury has indicated in the Coronavirus State and Local Fiscal Recovery Fund Frequently Asked Questions that are accessible at U.S. Department of Treasury State and Local Fiscal Recovery Funds, located at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>, that the SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CRF Part 200 (the "Uniform Guidance"). All reimbursements requested under this program should be accounted for with supporting documentation. Eligible applicants should maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with federal Uniform Guidance, funds received under this program shall be included on the eligible applicant's Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant's Single Audit.

The following is a summary of Uniform Guidance provisions that have been identified as significant. Applicants must review the eCFR Uniform Guidance at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1> for complete requirements.

The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance"). In all instances, your organization should review the Uniform Guidance requirements applicable to your organization's use of SLFRF funds, and SLFRF-funded projects. The following sections provide a general summary of your organization's compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the 2021 OMB Compliance Supplement Part 3. Compliance Requirements (issued August 12, 2021).

The Award Terms and Conditions of the SLFRF financial assistance agreement sets forth the compliance obligations for recipients pursuant to the SLFRF statute, the Uniform Guidance, and Treasury's Final Rule. Recipients should ensure they remain in compliance with all Award Terms and Conditions.

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

Project Overview:

This project involves work related to the City of Allegan's (Allegan) Distribution System Materials Inventory (DSMI) and drinking water Asset Management Plan (AMP). Field verification will be conducted for a minimum of 227 service lines out of their total of 1,763, based on Allegan's knowledge of unknown service lines at the time of this agreement, in accordance with EGLE's Drinking Water and Environmental Health Division's Minimum Service Line Material Verification Requirements. This includes a combination of city staff, consulting engineer, and contractor effort to pothole on either side of each curb stop and conduct in-building documentation of service line materials.

Allegan's drinking water AMP will be updated based on a comprehensive asset inventory, condition assessment, level of service, criticality of assets, capital improvement planning, and a rate structure review. The AMP will also include updates based on hydrant flow testing and water system modeling. Information gathered will be incorporated into Allegan's existing Geographic Information System database.

EGLE approved estimated project costs include:

Task	Budget
AMP	\$226,925
DSMI	\$258,610
Equipment	\$1,850*
Project Cost Subtotal	\$487,385
Total Grant Amount	\$487,385

* The estimated grant-eligible equipment cost of \$1,850 represents 25 percent of the total estimated purchase cost of \$7,400 for two GPS units, two tablets and cases, and associated data plans.

Indirect costs are not allowed under this agreement.

Grantees must obligate all funds to any subrecipients by December 31, 2024. Therefore, all grantees must have a signed contract in place with all contracted parties for the work to be completed with these grant funds by December 31, 2024. In addition, all project work must be completed by December 31, 2026.

Program-specific Requirements:

1. Non-professional contractor services should be competitively bid.
2. A signed contract is needed for contracted services greater than \$50,000 prior to reimbursement.
3. Force account may be utilized with justification documenting the need. Force account fringe benefits are limited to 40 percent and holiday and overtime pay is not grant eligible. Utility indirect costs (rent, overhead, etc.) are not grant eligible. A detailed summary sheet(s) including name, title, hours worked, per hour compensation (show wages and fringes) of each municipal employee with time billed to the project, along with a description of the service the employee provided, is needed for reimbursement.
4. Eligible equipment purchases with acceptable justification, such as computer hardware or software used directly for asset management or materials assessment, can be reimbursed at 25 percent of the purchase price if the equipment can be used for multiple asset types, at EGLE's discretion. This may include training related to that equipment/hardware/software purchase. If the equipment will be shared with a neighboring community, EGLE will consider reimbursement up to 50 percent of the equipment purchase price. Adequate maintenance and procedures must be developed to keep equipment purchased in good working condition for the entirety of the grant period.
5. Completion of grant funded work does not constitute approval by the Department of Environment, Great Lakes, and Energy's Drinking Water and Environmental Health Division to meet a regulatory obligation. All compliance related questions need to be directed to your district engineer. All water systems need to meet required compliance deadlines and approval and execution of this grant contract does not alter a water supply's obligation to meet compliance deadlines.

Grant Administration and Close Out:

As mentioned previously, in Section IV, GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS, the Grantee must complete and submit financial and progress reports and must include supporting documentation of eligible project expenses. Reports shall include the Financial Status Report Form with supporting cost documentation (i.e., vendor invoices), a report including a brief description of work completed during the reporting period, and any delays occurred or anticipated. Reports shall be due within 30 days of the end of each monthly reporting period. If applicant chooses not to submit reimbursement requests monthly, the EGLE project manager must be notified that no submission will be completed for the month.

The Grantee must provide a final project report, which shall include a summary of work completed utilizing grant funds, including any significant lessons learned and anticipated needs going forward. The Grantee shall submit the final status report, including the Financial Status Report Form with all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days of substantial completion of the project or the end date of the agreement whichever occurs first.

Grant information including grantee name, grant award amount, and a project summary will be shared with the legislature and posted on EGLE's website.

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.



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

MEMORANDUM

TO: Allegan City Council
FROM: Doug Sweeris, Water Utilities Director
REVIEWED BY: Joel Dye, City Manager
DATE: March 27, 2023

SUBJECT: Purchase of GIS/GPS units for asset inventory

Action Requested: It is requested that City Council approve the purchase order for the purchase of two (2) android tablets and GPS units from Silversmith Data for \$7,260.00.

Background: These units will be used during the DWAM/DSMI work to record the locations of water distribution assets. The purchase of these units is covered 25% by the DWAM grant.

Attachment(s):
Silversmith data proposal
P.O. for Silversmith



Service Agreement

This Service Agreement is made between Silversmith, Inc. a Michigan corporation dba Silversmith Data (“SSD”), and City of Allegan, MI (“Client”), collectively “Parties.”

Client wishes to hire SSD to perform certain services as contained in Paragraph 1 below. This Agreement defines the relationship between SSD and Client, and the Parties agree that the consideration contemplated herein is good and sufficient.

As a service, you can purchase through us GPS survey equipment tied directly to our system for instant asset location input into our system. It also allows users to precisely locate assets.

<u>2</u>	GPS Marking Device	<u>\$5,400</u>
2	Android Tablets & Case	\$900
1	Unlimited Data Plans (annunal fee)	\$960
Total		\$7,260

Package Customization can be added at any time and may include additional tablets, GPS devices, Water Treatment Facilities and Waste Water Plants. These additional products can be quoted upon request in addition to our base package by Silversmith.

Responsibilities - We provide the framework for data collection including suggested fields. In no way do we imply nor have responsibility for the data, data input, data structure or fields involved in your programs. You are the experts in your fields/industries and, by signing this Agreement, take responsibility and liability for all information contained within the programs.

Yearly Billing in Advance - Billing is done on your contract anniversary, in advance. If absolutely necessary, we could make a **one-time move** of the contract anniversary date at the time of the initial purchase to better coincide with your budgeting.

Client initials _____

Geode GPS Marking Device -	\$5,400
Android Tablet w/Otterbox Case	\$ 900
Annual Unlimited Data Plan	\$ 960
 Total Up-front Charge	 \$7,260
Annual Charge (for Data Plan)	\$ 960

-
1. SSD agrees to perform for Client the services described in this Agreement, which consist of providing the software and data service for the collection and maintenance of Client's data, marking the GPS coordinates of specified Client fire hydrants (if Client has selected this service), and maintaining Client's data on SSD's server or other third party data service.
 2. All fees for services provided pursuant to this Agreement are non-refundable (except as set forth in Section 13 below). Invoices issued by SSD to Client are due upon receipt. If Client fails to pay within 30 days of the invoice date, Client agrees to pay interest at 1% per month on all overdue amounts.
 3. Notices shall be provided to, and communication shall occur between:

Silversmith Data

City of Allegan, MI

Tim Bresnahan

tbresnahan@silversmithinc.com

989.390.6037

Each individual listed above shall be authorized to make binding decisions on behalf of the Party for whom he or she is listed.

4. SSD is an independent contractor of Client, and nothing contained in this Agreement shall be construed to create an employer-employee, partner, or joint venture relationship between the Parties.
5. SSD is providing services pursuant to this Agreement on an "as is" basis. In addition, Client acknowledges that SSD's sole responsibility with respect to any hardware provided by SSD to Client pursuant to this Agreement shall be to pass through the warranty, if any, provided by the manufacturer of such hardware, but SSD makes no representation as to the existence, scope, or availability of any such manufacturer's warranty. SSD HEREBY EXPRESSLY DISCLAIMS ANY AND

ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED AND WHETHER BY STATUTE, COMMON LAW, OR OTHERWISE, AS TO ANY MATTER RELATING TO THE SERVICES OR THIS AGREEMENT, INCLUDING (WITHOUT LIMITATION) PERFORMANCE, RESULTS, SECURITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AVAILABILITY OF DATA. SSD has no responsibility or liability for cellular service that may be provided to Client.

6. Notwithstanding anything to the contrary in this Agreement, Client's sole and exclusive remedy for any breach of this Agreement by SSD, or any claim arising out of or otherwise relating to this Agreement, shall be limited to reimbursement by SSD of the aggregate dollar amount Client actually paid to SSD pursuant to this Agreement. Under no circumstances shall SSD be liable for any other damages, costs, expenses, or claims of any kind relating to this Agreement.
7. Client agrees to hold harmless, defend, and fully indemnify SSD, its affiliates, and their respective employees, agents, and subcontractors from and against any and all costs, expenses, losses, claims, actions, and damages of any kind (including reasonable attorney fees) arising out of any actual or threatened third party claim (advanced by a person or entity other than SSD or Client) that arises from or is in any way related to either (a) SSD's performance (or alleged lack thereof) of this Agreement, and/or (b) the use, storage, access to, or dissemination of Client's data.
8. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.
9. This Agreement contains the entire agreement of the Parties, and any and all prior and contemporaneous agreements, representations, and/or promises between the Parties relating to the subject matter of this Agreement are superseded in their entirety by this Agreement. This Agreement may only be modified by a written instrument signed by an authorized representative of each Party.
10. This Agreement is governed by the laws of the State of Michigan and any disputes arising out of this Agreement shall be litigated in the Otsego County, Michigan. All Parties to this Agreement consent to the jurisdiction of the State of Michigan.
11. This Agreement may be executed in counterparts both of which together will be deemed an original of this Agreement, and this Agreement may be signed in an electronic format.
12. Client agrees to comply with all technical specifications, policies and procedures, and other requirements that may be imposed by SSD from time to time with respect to Client's receipt of the services described in this Agreement.
13. This agreement shall renew annually on contract date. Either Party may terminate this Agreement upon written notice to the other Party with 30 days written notice. If SSD terminates this Agreement prior to a contract anniversary date, SSD shall refund to Client a prorated portion

of the Annual Recurring Fees paid by Client for the contract year in which SSD terminates the Agreement.

By their signatures below, the Parties acknowledge that (i) they have had sufficient opportunity to, and have, carefully read each provision of this Agreement; (ii) they have had the opportunity to review the Agreement with legal counsel of their own choice; (iii) they understand each provision; (iv) they are not under any duress; (v) they are not relying upon any representations or promises that are not set forth in this Agreement; and (vi) they are freely and voluntarily signing this Agreement and intend to be bound by it as a solemn contractual undertaking.

Contract Date: _____

City of Allegan, MI

By: _____

Silversmith Inc. (DBA Silversmith Data)

By: _____
Tim Bresnahan, Silversmith Data

03/21/2023



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

Purchase Requisition

Requested Date 03/21/2023

Purchase Requisition No 23-0700

Requested By DSweeris
Department 568

Preferred Vendor 547399
SILVERSMITH DATA
Address DEPT 9657
PO BOX 30516
LANSING, MI 48909-8016

Contract/Job #:

Req. Description: Purchase of two GIS/GPS units

Qty.	Description	GL Number	Unit Price	Amount
2	Andriod tablet GPS/GIS units	591-571-97900	3,630.00	7,260.00

yes **Total:** 7,260.00

Requested By: Doug Sweeris **Date** March 21, 2023

Finance Approval: _____ **Date** _____

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

Notes:

Purchase is covered 25% by DWAM grant.

Units will be used to record location of water distribution system assets during the DWAM/DSMI work.

Summary of All Bids Received

Bidder Name

Bid Amount



City of Allegan
Department of Public Works
269.686.1115
691 Airwave Drive
Allegan, MI 49010

MEMORANDUM

TO: Allegan City Council
FROM: Doug Kadzban, Director of Public Works
REVIEWED BY: Joel Dye, City Manager
DATE: March 15, 2023

SUBJECT: Authorization for a Purchase Order for 2023 – 2024 Winter Season

Action Requested:

That the City Council authorize a purchase order to Chloride Solutions in the estimated amount of \$8,250.00 for 3,000 gallons of beet juice for the 2023/2024 winter season.

Background:

The City has been purchasing beet juice to apply on road salt for the past several years from Chloride Solutions of Webberville, Michigan.

For the current season the city ordered 3,500 gallons of beet juice for application on the early delivery salt order at \$2.65per gallon. Comparisons are listed below:

<i>Winter Season</i>	<i>2022/2023</i>	<i>2023/2024</i>
Beet juice, Gallons	2,403	3,000
Cost per Gallon	\$ 2.65	\$ 2.75
Sub Total (a)	\$ 6,512.14	\$ 8,250.00

Attachments: Purchase Order

03/21/2023



City of Allegan
231 Trowbridge Street
Allegan, MI 49010
38-6004518
(269) 673-5511
(269) 686-5139

Purchase Order

P.O. Date 11/14/2022

Purchase Order No **23-0677

Ordered By dkadzban
Department 266

Vendor CHLORIDE SOLUTIONS LLC 547639
Address 672 N M-52
WEBBERVILLE, MI 48892
Ship To

Contract/Job #: ,
PO Description Beet juice for road salting

Qty.	Description	GL Number	Unit Price	Amount
1,500	Beet juice for salting - Major Road Port	202-478-78200	2.75	4,125.00
1,500	Beet Juice - Local Rds Portion	203-478-78200	2.75	4,125.00

Total: 8,250.00

Council Approval Date: _____

Notes:

Summary of All Bids Received

<u>Bidder Name</u>	<u>Bid Amount</u>
--------------------	-------------------

** Denotes the purchase order has a change order awaiting approval



City of Allegan
Department of Public Works
269.686.1115
691 Airwave Drive
Allegan, MI 49010

MEMORANDUM

TO: Allegan City Council
FROM: Doug Kadzban, Director of Public Works
REVIEWED BY: Joel Dye, City Manager
DATE: March 15, 2023

SUBJECT: Authorization for a Purchase Order for 2023 – 2024 Winter Season

Action Requested:

That the City Council authorize a purchase order through the State of Michigan MiDEAL program in the estimated amount of \$40,500.00 for 600 tons of road salt for the 2023/2024 winter season.

Background:

The City has been purchasing road salt for the past several years through the State of Michigan MiDEAL purchasing program. The State is currently accepting orders for the upcoming winter season.

For the current season the city ordered 500 tons of salt, 300 tons for an early delivery and 200 tons for backup delivery. Comparisons are listed below:

<i>Winter Season</i>	<i>2020/2021</i>	<i>2021/2022</i>	<i>2022/2023</i>	<i>2023/2024</i>
Early Order, Tons	220.37	150.11	300	300
Cost per Ton	\$ 64.14	\$ 57.73	\$ 60.33	\$ 65.00
Sub Total (a)	\$ 14,134.53	\$ 8,665.85	\$ 19,890.00	\$ 19,500.00
Backup Order, Tons	327.86	250.71	200	300
Cost per Ton	\$ 72.00	\$ 64.80	\$ 66.10	\$ 70.00
Sub Total (b)	\$ 23,605.92	\$ 16,246.01	\$ 13,220.00	\$ 21,000.00
TOTAL (a + b)	\$ 37,740.45	\$ 24,911.86	\$ 33,110.00	\$ 40,500.00

Quantities ordered must be in 50-ton increments, and municipalities are required to purchase a minimum of 80% of the ordered amount. The State requests that orders be placed in March for inclusion in their bid and order. Cost per ton and vendor are not known at this time, as the State has not yet received bids.

Attachments:



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

MEMORANDUM

TO: Allegan City Council
FROM: Doug Kadzban, Director of Public Works
REVIEWED BY: Joel Dye, City Manager
DATE: March 22, 2023

SUBJECT: Streetlight Amendment Request

Action Requested:

That the City Council authorize an Authorization for Change in Standard Lighting Contract and a purchase order in the amount of \$66,752.00 to Consumers Energy for removing existing streetlights and poles within the downtown streetscape project at the locations listed on the attachment.

Background:

The City has a street lighting agreement with Consumers Energy (CE) for the installation, removal, and repairs of streetlights owned by CE and located in the public rights of way. Changes to this contract involving new lights or removal of existing streetlights should be done with City Council approval and resolution, per the agreement with CE.

CE has submitted plans to remove existing streetlights located in the streetscape project area at the request of the City. To perform the work, CE asks for council approval in the form of a resolution before the work will be scheduled as well as advanced payment. This cost is included in the currently budgeted amount for the streetlight portion of the project.

A copy of the Authorization for Change in Street lighting Contract form, a Resolution and a list of the lights to be removed are attached.

Staff recommends the amendments to the existing street lighting agreement.

Attachments: Authorization for change in streetlighting contract form
Resolution
Purchase Order



**AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING
CONTRACT(COMPANY-OWNED) FORM 547**

Contract Number: 100000363117

Consumers Energy Company is authorized as of _____ by the City of ALLEGAN, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of ALLEGAN, dated 10/1/2012.

Lighting Type: General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 10/1/2012 shall remain in full force and effect.

Contract Number: 103021978350

Consumers Energy Company is authorized as of _____ by the City of ALLEGAN, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of ALLEGAN, dated 4/1/2016.

Lighting Type: General Unmetered Light Emitting Diode Lighting Rate GU-LED

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 4/1/2016 shall remain in full force and effect.

Notification Number(s): 1060947976

Comments: DESIGN# 11364230

City of ALLEGAN

By: _____

(Signature)

(Printed)

Its: _____

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of ALLEGAN, dated 10/1/2012, in accordance with the Authorization for Change in Standard Lighting Contract dated _____.

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of ALLEGAN, dated 4/1/2016, in accordance with the Authorization for Change in Standard Lighting Contract dated _____.

heretofore submitted to and considered by this ☐ commission ☐ council ☐ board; and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF ALLEGAN

I, _____, clerk of the City of ALLEGAN do hereby certify that the foregoing resolution was duly adopted by the

☐ commission ☐ council ☐ board of said municipality, at the meeting held on _____.

Dated: _____

Municipal Customer Type: City



**CITY OF ALLEGAN, MICHIGAN
RESOLUTION 23.07**

***Authorizing Changes to Lighting Service in the Standard Lighting Contract between
the City of Allegan and Consumers Energy Company***

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the City of Allegan, dated October 1, 2023, in accordance with the Authorization for Change in Standard Lighting Contract dated March 27, 2023; and

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of Allegan, dated April 1, 2016, in accordance with the Authorization for Change in Standard Lighting Contract dated March 27, 2023, heretofore submitted to and considered by this Council; and

NOW, THEREFORE, BE IT RESOLVED, further, that the City Clerk is authorized to execute such authorization for change on the behalf of the City.

The foregoing resolution was offered by Council Member _____ and supported by Council Member _____.

DATED: March 27, 2023

YEAS:

NAYS:

ABSENT:

ABSTAIN:

RESOLUTION DECLARED: ADOPTED

Michaela Kleehammer, City Clerk

CERTIFICATION

I, Michaela Kleehammer, duly appointed City Clerk of the City of Allegan, do hereby certify that the above is a true and correct copy of a resolution adopted by the City Council of the City of Allegan, Michigan, on this 27th day of March 2023.

Michaela Kleehammer, City Clerk

03/22/2023



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

Purchase Requisition

Requested Date 03/22/2023

Purchase Requisition No 23-0701

Requested By dkadzban
Department 266

Preferred Vendor 29876
CONSUMERS ENERGY
Address PO BOX 30162

Contract/Job #: LANSING, MI 48909-7662

Req. Description: Removal of streetlights in streetscape project

Qty.	Description	GL Number	Unit Price	Amount
1	Remove 36 existing streetlights and pole	203-463-97900-202	66,752.00	66,752.00

Total: 66,752.00

Requested By: _____ **Date** _____

Finance Approval: _____ **Date** _____

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

Notes:

Removal of poles and light fixtures in streetscape project streets at 36 locations.

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: Michaela Kleehammer, City Clerk
REVIEWED BY: Joel Dye, City Manager
DATE: March 27, 2023

SUBJECT: Request to authorize a purchase order in the amount of \$24,900.00 for Abonmarche for professional engineering services related to the Rossman Park Improvement Project and to appoint the City Manager or his designee as a signatory.

Action Requested:

It is requested that City Council authorizes a purchase order in the amount of \$24,900.00 for Abonmarche for professional engineering services related to the Rossman Park Improvement Project and to appoint the City Manager or his designee as a signatory.

Background:

At their January 23, 2023, meeting, City Council adopted Resolution 23.01 to approve the city's application for the Michigan Department of Natural Resources Recreation Passport grant program to improve the pickleball courts and other amenities at Rossman Park. With help from Abonmarche, the city was awarded \$112,000.00 in grant funds through the Recreation Passport grant program. The city's local match requirement for the project is \$37,400.00, which brings the total project funds to \$149,400.00.

It is requested that City Council authorizes the purchase order in the amount of \$24,900.00 for Abonmarche for professional engineering services for the planned improvements to Rossman Park. The cost of engineering services was included in the estimated project cost when the Recreation Passport grant application was submitted. This purchase will not require a budget adjustment and will be paid for with the awarded grant funds and the local match funds.

Attachment(s):

Abonmarche Proposal
Purchase Order

March 6, 2023

Mr. Joel Dye, City Manager
City of Allegan
231 Trowbridge Street
Allegan, MI 49010

**RE: Rossman Park Pickleball Court Renovation
Michigan Recreation Passport Grant #RP22-0059
Proposal for Prime Professional Services**

Dear Mr. Dye,

Abonmarche is pleased to have helped the City of Allegan secure funding for improvements to Rossman Park. We are also excited for the opportunity to be the project's Prime Professional and offer, for your consideration, this proposal for grant administration, site design, and construction phase services.

Background

The State of Michigan's Recreation Passport Grant Program has authorized a development grant to renovate the pickleball court at Rossman Park, add accessible pathways and parking, and install site furnishings in the north and east quadrants the Park. The following summary was prepared using the State's grant project agreement and the resolution adopted by City Council on January 23, 2023. This proposal is based on the grant agreement requirements and our experience as prime professional on other Michigan Recreation Grant projects.

Eligible Project Facilities (per grant agreement)

1. Paved ADA parking space(s)
 - a. Site plan shows 3 spaces at the north quadrant with a crosswalk.
 - b. An option would have ADA space(s) on each side of Fifth St.
2. Access Pathway 5-6' wide
 - a. Accessible, paved paths from the new parking spaces, crosswalk, or existing city sidewalk to:
 - i. the pickleball court southeast of Fifth St. and
 - ii. the proposed activity areas northwest of Fifth St.
3. Pickleball Court Resurfacing
4. Permanent Outdoor Park Games
 - a. Installation of pre-fabricated activity features in the north quadrant, such as Ping Pong / Table Tennis, Chessboard, Bago, Cornhole

5. Drinking Fountain
 - a. With a bottle filler - Near the pickleball courts
6. Bench(es)
 - a. At the entrance to the Pickleball Courts, and near the proposed games, or integral with game stations
7. Trash and Recycle Bin(s)
 - a. Two of each – One pair in each quadrant

Grantee Obligations

Recipients of Michigan recreation grant program funds must adhere to the project agreement, and the instructions in the Development Grant Project Procedures manual. The instructions are enforced to ensure proper stewardship of program funds and successful completion of the project. Some of the requirements are:

1. For projects over \$15,000, grantees must secure the services of a prime professional.
2. All plans, specifications, and bid documents must be submitted to MiGrants for approved by the grant coordinator prior to bidding.
3. Contractors and vendors must be approved by the grant coordinator.
4. Changes to the project area or eligible facilities require verification and DNR approval.
5. A recreation passport grant plaque must be erected at the project site.

Anticipated scope of construction

The project is not subject to zoning or planning approval, public review, or state or county permitting. We anticipate construction and installation of the eligible facilities will include:

1. Temporary closure of Fifth Street and adjacent sidewalks.
2. Complete closure of the north and east quadrants of the park throughout construction.
3. Selective demolition and/or disassembly of existing conditions.
4. Subbase preparation, hot mix asphalt paving, striping, and signage for parking spaces.
5. Excavation and concrete flatwork for sidewalks, game stations, benches, and refuse cans.
6. Evaluation, repair, cleaning, sealing, and resurfacing of pickleball courts.
7. Purchase and installation of game stations, benches, refuse bins, and drinking fountain.
8. Water corporation stop, curb box and service line for drinking fountain.
9. Management of additional stormwater generated by new paving.
10. Landscape and turf restoration.
11. Installation of signage for grant recognition.

Proposed Scope of Prime Professional Services

Plans, Specifications and Bid Documents

All plans, specifications and bid documents are limited to the eligible project facilities, and will be reviewed by the DNR prior to bidding, and within 180 days of the execution of the grant agreement (July 21, 2022). Abonmarche will prepare them in accordance with the Development Grant Project Procedures and applicable engineering best practices.



1. Design services will consist of topographic survey, site layout and grading design, sourcing products, and preparing plans & specifications for construction of the grant-eligible work.
2. Upon completion of the topo survey, Abonmarche will meet with City Staff to identify key contacts, review the site conditions, discuss the proposed grant work, and develop a progress review schedule and project timeline.
3. Abonmarche will deliver a set of plans, at approximately 80% completion, that address the Eligible Project Facilities. Additional information will include an itemized (preliminary) cost estimate and project implementation schedule. After one round of review and comment by the key contacts, the final design plans will be revised for final review.
4. Abonmarche staff will participate in one public meeting when the final design is complete, before finalizing construction plans, to receive public comments, answer questions, and provide a preferred timeline for construction.
5. City staff will be provided a full set of construction plans, specifications, bid documents, itemized cost estimate and implementation schedule for final review and comment prior to submittal for DNR review.

Contractor Selection and Construction Phase Services

Advertisements, contractor selection, and reimbursement requests must be approved by DNR Grants staff and will be prepared in accordance with DNR Development Grant requirements. The proposed construction phase services are limited to those necessary to ensure compliance with the grant requirements and appropriately monitor contractor progress, adherence to specifications, and site condition.

1. Upon DNR approval of the plans, specifications and bid documents, we will advertise for and solicit bids from qualified contractors and suppliers.
2. Abonmarche will address RFIs, issue addenda if required, review and tabulate the contractor and vendor bids. The grant agreement requires award to the lowest qualified bidder or vendor. We will recommend contractor(s) to the City and for DNR approval.
3. Abonmarche will schedule and lead a construction kickoff meeting and bi-weekly project progress meetings with the contractor(s) and City staff. We will prepare agendas, take notes, and distribute meeting minutes.
4. Abonmarche will conduct weekly site visits and issue inspection reports to review progress and enforce conformance with the contract documents and satisfy grant requirements.
5. Our staff will, as part of our weekly site visits, inspect the site before paving and resurfacing and provide part-time on-site inspection to ensure grant compliance during paving and court resurfacing operations.



6. Full time inspection or construction phase services beyond those required to satisfy grant requirements are not included in this proposal.
7. All construction staking and materials testing will be provided by the contractor.
8. We will review and approve shop drawings and contractor pay requests. Bulletins and change orders require prior DNR approval and are not anticipated.
9. City staff will document any force account reimbursables, respond to public inquiry and notify the public of site, road, or sidewalk closures.
10. Upon substantial completion of construction, we will conduct a site inspection and prepare a punch list for any items needing additional attention or correction.
11. Abonmarche staff will conduct a final inspection, verify that all construction was completed according to the approved plans and specifications, and prepare project closeout documents.

Throughout the Project

Abonmarche will remain in contact with State of Michigan grant staff, facilitating the required submittals, project reports, verifications, reimbursement request certifications, assisting the City to remain in compliance with grant requirements and regulations.

Fee

Our fee to provide the prime professional services for RP grant 22-0059, as outlined above, will be \$24,900. This fee for prime professional services is a grant reimbursable expense and was included as line item on the grant application.

Thank you for the opportunity to submit this proposal for engineering services. If you have any questions or need clarification of any items in this proposal, please feel free to contact me at (269) 252-8980 or via email at tmcghee@abonmarche.com. It has been a pleasure working with the City and we look forward to continuing our partnership with the Rossman Park Project.

Sincerely,
ABONMARCHE



Tony McGhee
Director of Development Services



Steve Czadzeck, PLA, LEED AP
Project Manager/Landscape Architect

C Tim Drews PE, Abonmarche





Purchase Requisition

Purchase Requisition No 23-0702

Req. Description: Engineering Services for Improvements to Rossman Park

Total: 24,900.00

Notes:

Bid Amount



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

MEMORANDUM

TO: Allegan City Council
FROM: Doug Kadzban, Director of Public Works
REVIEWED BY: Joel Dye, City Manager
DATE: March 27, 2023

SUBJECT: Resolution to Support Grant Application

Action Requested:

That the City Council adopt Resolution 23.09 in support of MDOT Local Bridge grant application.

Background:

This past February City staff received notification that the Michigan Department of Transportation (MDOT) released a call for bridge projects for 2026 with a maximum of four (4) applications per city. The grant would cover 95% of the work and the City would be responsible for the remaining 5% plus engineering. Staff contacted Abonmarche asking them to apply for a grant for bridge maintenance on the Second Street bridge, as eligible projects are for bridges on the highway system. Application deadline is April 3, 2023 for projects to be completed in 2026. The application asks that a resolution of support from the governing body be included in the application packet.

Work includes repainting the upper portion of the bridge and sidewalk as well as replacing the sidewalk boards. The engineering estimate of \$1,220,220.00 is comprised of the grant amount of \$1,159,000.00 and the City match of \$61,000.00.

A copy of the resolution and estimate are attached.

Attachments: Resolution in Support of Grant Application
Estimate



**CITY OF ALLEGAN
RESOLUTION NO. 23.09**

**A RESOLUTION IN SUPPORT OF
THE CITY OF ALLEGAN 2ND STREET BRIDGE PROJECT
FUNDED BY THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) LOCAL BRIDGE PROGRAM**

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

WHEREAS, the City of Allegan is applying for \$1,159,000 in funding through MDOT from the Local Bridge Program to rehabilitate the 2nd Street Bridge in Allegan, Michigan.

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

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

BE IT FURTHER RESOLVED THAT the City of Allegan attests to the existence of, and commits to, providing at least 5% matching funds toward the total construction cost of the project(s), and all costs for design, permit fees, administration costs, and cost overruns.

PRESENT:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED.

Michaela Kleehammer, City Clerk

CERTIFICATION

I, Michaela Kleehammer, duly appointed City Clerk of the City of Allegan, do hereby certify that the above is a true and correct copy of a resolution adopted by the City Council of the City of Allegan, Michigan, on this 27th day of March 2023.

Michaela Kleehammer, City Clerk

Exhibit 4 - Cost Estimating Worksheet

2023

BRIDGE COST ESTIMATE WORKSHEET - CPM, REHAB, REPLACE -

REV. 01/31/2023

OWNER: ALLEGAN	FISCAL YEAR: 2026	DATE: 3/26/2023
REGION: Grand	LENGTH 229.0	ENGINEER:
TSC: Grand Rapids	Out to Out WIDTH 17.7	STRUCTURE ID: 314
PR: 790709	Curb to Curb WIDTH 16.1	BRIDGE ID: N/A
MP: 0.103	DECK AREA: 4,053	STR. TYPE: Steel
LOCATION: SECOND STREET over KALAMAZOO RIVER	CLEAR ROADWAY: 3,687	Truss - Thru & Pony
PRIMARY WORK ACTIVITY Painting - Zone		
OTHER WORK: Sidewalk Board Replacement		

WORK ACTIVITY	MDOT Bridge Design Guides	QUANTITY	UNIT	UNIT COST	TOTAL
NEW BRIDGE (increase deck area based on design standards and hydraulic requirements)					
Single or Multiple Spans, Grade Separation	(add demo, approach, MOT)		SFT	\$415.00 /SFT	
Single Span, Over Water	Length < 100ft (add demo, approach, MOT)		SFT	\$500.00 /SFT	
Multiple Spans, Over Water	Length > 100ft (add demo, approach, MOT)		SFT	\$450.00 /SFT	
Precast Culvert	Length < 40ft (add demo, approach, MOT)		SFT	\$540.00 /SFT	
NEW SUPERSTRUCTURE					
New Superstructure, Grade Separation	(incl. remove exist deck/super; add MOT & approach)		SFT	\$295.00 /SFT	
New Superstructure, Over Water	(incl. remove exist deck/super; add MOT & approach)		SFT	\$300.00 /SFT	
WIDENING					
Structure Widening, ft	(incl. deck/super/sub widening, add approach transition)		SFT	\$630.00 /SFT	
NEW DECK					
New Bridge Deck & Barrier	(incl. remove exist deck/railing, add approach, MOT)		SFT	\$150.00 /SFT	
DEMOLITION					
Str Remove Portions		2,025.0	SFT	\$15.00 /SFT	\$30,375.00
Entire Structure, Over Water			SFT	\$95.00 /SFT	
DECK REPAIR / TREATMENTS					
Bridge Railing Replacement	(incl. removal and replacement)		FT	\$750.00 /FT	
Concrete Brush Block / Curb Patch	(incl. hand chipping and formwork)		FT	\$29.00 /FT	
Concrete Barrier Patch	(incl. hand chipping and formwork)		SFT	\$85.00 /SFT	
Concrete Deck Patch	(incl. hand chipping)		SFT	\$68.00 /SFT	
Deep Overlay	(incl. joint repl & hydro)		SFT	\$46.00 /SFT	
Epoxy Overlay	(incl. warranty)		SYD	\$48.00 /SYD	
Expansion Joint Gland Replacement	(remove and replace elastomeric gland)		FT	\$125.00 /FT	
Expansion Joint Replacement	(incl. removal)		FT	\$860.00 /FT	
Full Depth Patch			SFT	\$140.00 /SFT	
Healer / Sealer	(penetrates cracks in bridge deck)		SYD	\$30.00 /SYD	
HMA Overlay with WP membrane			SYD	\$60.00 /SYD	
Overlay Removal	(Epoxy: \$22/syd Latex: \$26/syd HMA: \$40/syd)		SYD	\$22.00 /SYD	
Reseal Bridge Joints			FT	\$28.00 /FT	
Shallow Overlay	(incl. joint repl & hydro)		SFT	\$46.00 /SFT	
SUPERSTRUCTURE REPAIR					
Bearing Realignment / Replacement	(incl. temporary supports)		EA	\$6,450.00 /EA	
Heat Straightening	(incl. clean and coat)		EA	\$57,000.00 /EA	
Pack Rust Repair	(greater than 3/8" separation)		FT	\$1,150.00 /FT	
Paint - Complete	(incl. clean & coat)		SFT	\$30.00 /SFT	
Paint - Partial / Spot / Zone	(incl. clean & coat - \$20k minimum)	11,000.0	SFT	\$60.00 /SFT	\$660,000.00
PCI Beam End Blockout	(incl. temporary supports)		EA	\$7,200.00 /EA	
Pin & Hanger Replacement	(incl. temporary supports)		EA	\$17,000.00 /EA	
Structural Steel Repair	(based on 6ft repair length)		EA	\$4,000.00 /EA	
Structural Steel Repair - Stiffener	(includes each side of beam)		EA	\$1,500.00 /EA	
SUBSTRUCTURE REPAIR					
Substructure Patching	(measured x 2) replace if repair area > 30%		CFT	\$360.00 /CFT	
Substructure Replacement	(incl. temporary supports, excavation)		CFT	\$375.00 /CFT	
Substructure Horizontal Surface Sealer			SYD	\$75.00 /SYD	
Temporary Supports	(add Structural Steel Repair - Stiffener for ea steel beam)		EA	\$4,000.00 /EA	
MISCELLANEOUS					
Sidewalk Board Replacement		5.0	TBF	\$9,000.00 /TBF	\$45,000.00
Concrete Surface Coating			SYD	\$47.00 /SYD	
Culvert Cleanout			FT	\$125.00 /FT	
Epoxy Crack Injection	(structural crack repair)		FT	\$70.00 /FT	
Pressure Relief Joint	(use when approach concrete roadway exceeds 1,000ft)		FT	\$110.00 /FT	
Riprap	(assume 10ft distance around perimeter of substructure)		SYD	\$275.00 /SYD	
Silane Treatment	(penetrating sealer for concrete surfaces)		SFT	\$7.00 /SFT	
Slope Protection Repairs			SYD	\$150.00 /SYD	
Lights Remove and Replace		1.0	LSUM	\$75,000.00	\$75,000.00
BASE STRUCTURE CONSTRUCTION BUDGET					\$810,375
CONTINGENCY	(10% - 20%) (use higher contingency for small projects)	15	%	\$810,000.00	\$122,000
MOBILIZATION	(estimate at 10%)	10	%	\$932,000.00	\$93,000
INFLATION	(assume 4% per year, beginning in 2024)	12	%	\$1,025,000.00	\$123,000

STRUCTURE CONSTRUCTION BUDGET \$1,148,000

ROAD WORK					
Approach Pavement, 12" RC	(incl. removal; add curb, gutter, guardrail) 40' ea. end		SYD	\$230.00 /SYD	
Approach Curb & Gutter	(incl. removal) 40' ea. quadrant		FT	\$57.00 /FT	
Guardrail Anchorage to Bridge	(each quadrant)		EA	\$2,540.00 /EA	
Guardrail	(incl. removal) < 200ft beyond reference line		FT	\$41.00 /FT	
Guardrail Terminal	(each quadrant)		EA	\$3,900.00 /EA	
Roadway Approach Work	(beyond approach pavement)		LSUM		LSUM
Utilities			LSUM		LSUM
TRAFFIC CONTROL Unit Cost to be determined by Region or TSC Traffic & Safety					
Part Width Construction			LSUM		LSUM
Crossovers			EA		/EA
Temporary Traffic Signals			set		/set
RR Flagging			LSUM		LSUM
Detour	min. \$30,000	1.0	LSUM	\$50,000.00	\$50,000.00
BASE ROAD/TRAFFIC CONSTRUCTION BUDGET					\$50,000
CONTINGENCY	(10% - 20%) (use higher contingency for small projects)	15	%	\$50,000.00	\$8,000
MOBILIZATION	(estimate at 10%)	10	%	\$58,000.00	\$6,000
INFLATION	(assume 4% per year, beginning in 2024)	12	%	\$64,000.00	\$8,000

RELATED ROAD/TRAFFIC CONSTRUCTION BUDGET \$72,000

(Does not include PE or CE)	TOTAL CONSTRUCTION BUDGET	\$1,220,000
(Refer to programming guidelines in Bridge Cost Estimating Worksheet-Key for CE, PE & PE-S)	% CE	CE BUDGET \$0
	% PE	PE BUDGET \$0
	% PE	PE-S BUDGET \$0



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

MEMORANDUM

TO: Allegan City Council
FROM: Michaela Kleehammer, City Clerk
REVIEWED BY: Joel Dye, City Manager
DATE: March 27, 2023

SUBJECT: Request to adopt Resolution 23.08 to establish a fee for the keeping of chickens permit.

Action Requested:

It is requested that City Council adopts Resolution 23.08 to establish a fee for the keeping of chickens permit.

Background:

On March 13, 2023, City Council held a first reading of Ordinance 508, which amends Chapter 6 – Animals, of the Code of Ordinances. As amended, Chapter 6 will allow for the keeping of chickens in the City of Allegan.

City Council decided at their first reading of Ordinance 508 to remove language requiring residents to apply for a permit to keep chickens and to add language to allow for revocation of a resident's right to keep chickens if the provisions in Chapter 6 – Animals are not being followed. City Attorney Nick Curcio advised that the city can only retain the right to revoke a resident's right to keep chickens if there is a permitting process. Without a permit, the city would need to go through a noticing and abatement process in order to revoke a resident's right to keep chickens. City staff recommends that residents are required to fill out the keeping of chickens permit once rather than requiring the permit to be renewed annually.

In conjunction with a permit, Section 6-22 of Chapter 6 – Animals provides that applications for the keeping of chickens shall be accompanied by a fee in an amount set by resolution of the City Council. Council discussed at the March 13, 2023 study session meeting that a \$10 permit fee would be reasonable and would not be burdensome on residents. It is city staff's recommendation that the keeping of chickens permit fee be set at \$10.

Attachment(s):

Keeping of Chickens Application
Amended Fee Schedule
Resolution 23.08



Permit for Keeping of Chickens

Date: _____

Name of Property Owner: _____

Address: _____

Parcel Number: _____

Please circle the size of your parcel:

$\frac{1}{2}$ Acre or Less

$\frac{1}{2}$ Acre to 1 Acre

1 Acre or More

Permit Request

To keep chickens in the City of Allegan, the following conditions must be met and maintained (please initial next to each condition to indicate understanding and acceptance):

_____ A maximum of four (4) chickens may be kept per parcel if the parcel is $\frac{1}{2}$ acre in size or less, five (5) chickens if the parcel is $\frac{1}{2}$ acre to one acre in size, and six (6) chickens if the parcel is over one acre in size.

_____ The keeping of roosters is prohibited.

_____ The outdoor slaughtering of chickens is prohibited.

_____ Chickens shall be provided with a covered enclosure and must be kept in the covered enclosure or an adjoining fenced enclosure at all times. Chickens may be allowed to roam outside of the covered or fenced enclosure if within a fully fenced side and/or rear yard and if supervised by a person in the immediate vicinity of the chickens.

_____ All covered enclosures or fenced enclosures shall be located in the rear yard, shall be no closer than five (5) feet to any property line of an adjacent property, and shall be located no closer than 25 feet to any residential structure on an adjacent property.

_____ The total square footage of any covered enclosure and fenced enclosure shall not exceed 80 square feet and shall be a maximum of eight feet in height.

City of Allegan
231 Trowbridge St
Allegan, MI 49010
(269) 673-5511



- _____ All covered enclosures shall be constructed in such a way as to prevent rats, mice, or other rodents from being harbored underneath or within the walls of the enclosure. The enclosure shall be constructed in a workmanlike manner. The coop and pen must be completely enclosed with a top and/or cover.
- _____ All feed and other items associated with the keeping of chickens likely to attract rats, mice, or other rodents or vermin shall be secured and protected in sealed containers.
- _____ Egg-laying chickens shall be kept in compliance with the Michigan Department of Agriculture Generally Accepted Agricultural and Management Practices for the Care of Farm Animals, as amended, except as otherwise provided in this section.
- _____ Eggs or meat produced from chickens kept may be consumed by the property owner or sold to others, so long as any such sales occur off-premises (e.g., via delivery or as part of a farmers' market). The operation of a farm stand on residential property shall not be permitted.

Please note: Failure to remain in compliance with these standards may result in the withdrawal of this permit. Notwithstanding the issuance of this permit by the City, private restrictions on the use of property shall remain enforceable and take precedence over a permit. Private restrictions include but are not limited to deed restrictions, condominium master deed restrictions, neighborhood association by-laws, and covenant deeds. A permit issued to a person whose property is subject to private restrictions that prohibit the keeping of chickens is void. The interpretation and enforcement of the private restriction is the sole responsibility of the private parties involved.

Signature: _____ Date: _____

Fee Paid: _____	Date Paid: _____
Receipt No.: _____	# of Chickens Allowed _____
City Staff Signature: _____	
Fee: \$10.00	

CITY HALL ADMINISTRATION

Planning/Zoning

		Adopted		Proposed
		2022 Fee	2023 Fee	2024 Fee
Fee Type	Description	Effective Date July 1, 2021	Effective Date July 1, 2022	Effective Date July 1, 2023
Site Plan Review	Application	\$ 350.00	\$ 350.00	\$ 350.00
Development Plan Review	Application	\$ 500.00	\$ 500.00	\$ 500.00
Zoning Map Amendment	Application	\$ 350.00	\$ 350.00	\$ 350.00
Zoning Ordinance Amendment	Application	\$ 350.00	\$ 350.00	\$ 350.00
Zoning Ordinance Combination Amendment	Application	\$ 500.00	\$ 500.00	\$ 500.00
Zoning Ordinance Variance (ZBA)	Application	\$ 350.00	\$ 350.00	\$ 350.00
Zoning Ordinance Determination	Application	\$ 100.00	\$ 100.00	\$ 100.00
Zoning Ordinance Special Use	Application	\$ 350.00	\$ 350.00	\$ 350.00
Master Plan Text Amendment	Application	\$ 350.00	\$ 350.00	\$ 350.00
Master Plan Map Amendment	Application	\$ 350.00	\$ 350.00	\$ 350.00
Master Plan Combination Amendment	Application	\$ 500.00	\$ 500.00	\$ 500.00
Land Use Permit (Fence/Shed)	Application	\$ 25.00	\$ 25.00	\$ 25.00
Sign Permit First Sign	Per Sign	Per PCI	Per PCI	Per PCI
Sign Permit Each Additional Sign	Per Sign	Per PCI	Per PCI	Per PCI
Sign Permit Moveable Free Standing	Per Sign	Per PCI	Per PCI	Per PCI
Sign Permit Temporary	Per Sign	\$ 25.00	\$ 25.00	\$ 25.00
Property Splits or Combinations	Per Application	\$ 75.00	\$ 75.00	\$ 75.00
Food Truck Permit (Annual)	Application	\$ 10.00	\$ 10.00	\$ 10.00
Keeping of Chickens	Application (1 time fee) - April 2023	\$ -	\$ -	\$ 10.00
Home Occupation - Minor	Application	\$ 25.00	\$ 25.00	\$ 25.00
Home Occupation - Major	Application	\$ 200.00	\$ 200.00	\$ 200.00

Griswold

		Adopted		Proposed
		2022 Fee	2023 Fee	2024 Fee
Fee Type	Description	Effective Date July 1, 2021	Effective Date July 1, 2022	Effective Date July 1, 2023
Griswold Building	Flat Fee (Weekday Events - 6 Hours)	\$ -	\$ 1,100.00	\$ 1,100.00
Additional Hours After 6	Hourly Rent - Weekday	\$ -	\$ 50.00	\$ 50.00
Griswold Building	Flat Fee (Weekend Events - 6 Hours)	\$ -	\$ 1,800.00	\$ 1,800.00
Additional Hours After 6	Hourly Rent - Weekend	\$ -	\$ 100.00	\$ 100.00
Griswold Building	Flat Fee (Events Over 80 Hours)	\$ -	\$ 3,000.00	\$ 3,000.00
Auditorium	Hourly Rent - Weekday	\$ 75.00	\$ 100.00	\$ 100.00
Auditorium	Event Rent - Weekday (6 Hours)	\$ 300.00	\$ 400.00	\$ 400.00
Additional Hours After 6	Hourly Rent - Weekday	\$ 50.00	\$ 50.00	\$ 50.00
With Banquet Room	Hourly Rent - Weekday	\$ 50.00	\$ 50.00	\$ 50.00
Auditorium	Hourly Rent - Weekend	\$ -	\$ 150.00	\$ 150.00
Auditorium	Event Rent - Weekend (6 Hours)	\$ -	\$ 750.00	\$ 750.00
Additional Hours After 6	Hourly Rent - Weekend	\$ 50.00	\$ 75.00	\$ 75.00
With Banquet Room	Hourly Rent - Weekend	\$ 50.00	\$ 75.00	\$ 75.00
Light and Sound Operator	Flat Fee	\$ -	\$ 200.00	\$ 200.00
Banquet Room	Hourly Rent - Weekday	\$ 125.00	\$ 100.00	\$ 100.00
Banquet Room	Event Rent - Weekday (6 Hours)	\$ 750.00	\$ 400.00	\$ 400.00
Additional Hours After 6	Hourly Rent - Weekday	\$ -	\$ 50.00	\$ 50.00
Banquet Room	Hourly Rent - Weekend	\$ -	\$ 150.00	\$ 150.00
Banquet Room	Event Rent - Weekend (6 Hours)	\$ -	\$ 750.00	\$ 750.00
Additional Hours After 6	Hourly Rent - Weekend	\$ -	\$ 75.00	\$ 75.00
Décor (with Banquet Room Rental)	Flat Fee	\$ -	\$ 100.00	\$ 100.00
Marilla Lounge	Hourly Rent - Weekday	\$ 50.00	\$ 50.00	\$ 50.00
Marilla Lounge	Hourly Rent - Weekend	\$ -	\$ 75.00	\$ 75.00
Marilla Lounge with Auditorium or Banquet Room	Hourly Rent - Weekday	\$ 25.00	\$ 25.00	\$ 25.00
Marilla Lounge with Auditorium or Banquet Room	Hourly Rent - Weekend	\$ -	\$ 50.00	\$ 50.00
Club Lounge	Hourly Rent - Weekday	\$ 50.00	\$ 25.00	\$ 25.00
Club Lounge	Hourly Rent - Weekend	\$ -	\$ 50.00	\$ 50.00
Club Lounge with Auditorium or Banquet Room	Hourly Rent - Weekday	\$ 25.00	\$ 25.00	\$ 25.00
Club Lounge with Auditorium or Banquet Room	Hourly Rent - Weekend	\$ -	\$ 50.00	\$ 50.00



**CITY OF ALLEGAN ALLEGAN, MICHIGAN
RESOLUTION 23.08**

Establish Fee for Keeping of Chickens Permit

WHEREAS, the City Council adopted Ordinance 508 to amend Chapter 6 – Animals of the City of Allegan Code of Ordinances to allow for the keeping of chickens; and

WHEREAS, Section 6-22 of Chapter 6 – Animals provides that applications for the keeping of chickens shall be accompanied by a fee in an amount set by resolution of the City Council.

NOW, THEREFORE, BE IT RESOLVED that the one-time application fee for the keeping of chickens shall be set at \$10 and that the City of Allegan Fee Schedule is amended to include the keeping of chickens permit fee.

The foregoing resolution was offered by Council Member _____ and supported by Council Member _____.

DATED: March 27, 2023

YEAS:

NAYS:

ABSENT:

ABSTAIN:

RESOLUTION DECLARED: ADOPTED

Michaela Kleehammer, City Clerk

CERTIFICATION

I, Michaela Kleehammer, duly appointed City Clerk of the City of Allegan, do hereby certify that the above is a true and correct copy of a resolution adopted by the City Council of the City of Allegan, Michigan, on this 27th day of March 2023.

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: <u>City Planning Commission</u>	
Name: <u>Jason Ramaker</u>	
Home Address: <u>334 Marshall St Allegan 49010</u>	Work Address: <u>5125 W Main St Kalamazoo, MI 49009</u>
Home Phone: <u>269-377-9096</u>	Work Phone: <u>269-345-2110</u>
Cell Phone: <u>269-377-9096</u>	Email: <u>jasonramaker@gmail.com</u>
Please note your preferred method(s) to be contacted: <input type="checkbox"/> Home Phone <input type="checkbox"/> Work Phone <input 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>12 yrs</u>	

Describe any experiences that led to your desire to serve the community. <u>I have sat on the Allegan HDC for two years now and would like to step into another role to help improve the community.</u>

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

I am an Operation Manager for Lowes and understand the importance of planning, goal setting and execution to reach a desired Result. Along with being an Operations Manager I have 20 yrs in the building and home improvement industry, I understand much of the building code and hold a Michigan Residential Builders Salesperson License.

Employment: List your three most recent employment experiences.

Dates of Employment	Company Name/Location	Position	Job Description
2006-present	Lowes Home Improvement	Operations Manager	

Education: List your most recent educational experiences.

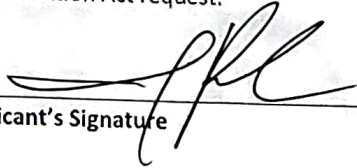
Educational Institution/School	Certificate/Degree Received	Area(s) of Study
Western Michigan University	BBA	Business Administration Finance Economics

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.

Applicant's Signature



Date

3/7/21

Return completed forms to:

Michaela Kleehammer, 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