



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

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

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

1. CALL TO ORDER

2. ROLL CALL (Excused Absences if Any)

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

4A – Approval of the Regular Council Meeting Agenda for April 24, 2023.

5. APPROVAL OF MINUTES

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

5B – Approval of the Regular Meeting Minutes from April 10, 2023, Council Meeting.

5C - Approval of the Budget Minutes from April 12, 2023, Council Meeting.

5D – Approval of the Budget Minutes from April 20, 2023, Council Meeting – to be handed out at the 4/24/2023 Meeting.

6. SPECIAL PRESENTATIONS & RECOGNITIONS BY MAYOR OR COUNCIL

6A – Drinking Water Week Proclamation from Mayor Galloway

7. FIRST READING OF ORDINANCES and SCHEDULING OF PUBLIC HEARINGS

8. PUBLIC HEARINGS AND ADOPTION OF ORDINANCE

8A – Public hearing, second reading, and adoption of Ordinance 509 to amend Article XV – Overlay Districts, of the City of Allegan Zoning Ordinance.

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 – Downtown Development Authority April 12th Meeting – Teresa Galloway

11A.2 – Public Spaces Commission April 12th Meeting – Bill Morgan

11B. Finance Department

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

11B.2 – Request to schedule a public hearing for the FY2024 budget for the May 8, 2023, Council meeting.

11C. Police Department

11D. Water Utilities

11D.1 – Request to authorize a purchase order for American Leak Detection to perform a leak detection survey in the amount of \$10,000.00.

11D.2 – Request to authorize a change order to Purchase Order 23-0688 for the purchase of additional water main replacement material from EJ.

11D.3 – Request to authorize a purchase order for Dixon Engineering for engineering administration of the painting of the Western Avenue water tower in the amount of \$28,500.00.

11D.4 – Request to approve a logo for source water protection.

11D.5 – Request to approve a purchase plan for educational and promotional items to promote source water protection education.

11E. Public Works

11F. City Manager & City Clerk

11F.1 – Request to Approve the Draft Master Plan for the City of Allegan and begin the 42-day Public Commenting Period.

11F.2 – Request to approve the reappointment of three current Positively Allegan board members.

11F.3 – Request to authorize a purchase order for ACP Entertainment for Bridgefest rides in the amount of \$12,000.00.

12. BOARD APPOINTMENTS

13. COMMUNICATIONS FROM CITY MANAGER, COUNCIL & MAYOR

14. CLOSED SESSION

15. ADJOURNMENT

PLEASE NOTE

AUDIENCE PARTICIPATION:

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

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

1. Announcement of the agenda item by the Mayor.
 2. Verbal report provided by staff.
 3. Mayor asks councilmembers if they have any questions for staff to clarify the staff report.
 4. Mayor opens/closes the floor to receive public comment (if a public hearing is required or if the mayor determines public comments is warranted).
 5. Motion is made by a council member and seconded by another council member.
 6. Mayor then calls on councilmembers to discuss the motion if councilmembers wish to discuss.
 7. Mayor calls for a vote on the item after discussion has occurred.
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**CITY OF ALLEGAN
CITY COUNCIL STUDY SESSION MINUTES
Monday April 10, 2023, at 5:30 PM
City Council Chamber – 231 Trowbridge Street
Allegan, Michigan**

1. Call to Order

Mayor Galloway called the meeting to order at 5:30 PM.

2. Public Comment

(5:31 – 5:33) County Commissioner Scott Beltman discussed high level information about the lawsuit against the Allegan County Board of Commissioners.

3. Round Table Discussion amongst Council Members

Councilmember Andrus discussed letters she received from L.E. White students asking for more activities in town for teens.

Councilmember Andrus discussed the City Council adopting a resolution to take a stance against the movement of select Allegan County offices to the Dumont Complex in Allegan Township.

4. Update from Water Utilities Director Doug Sweeris regarding Water Loss and Leak Detection

Water Utilities Director Doug Sweeris discussed whether the city should contract with a company to look for the leak causing significant water loss or whether the city should purchase their own equipment.

5. Review of Downtown Infrastructure and Streetscape Project Update Report

Councilmember Andrus asked about whether residents could secure bricks that were removed during excavation of Brady Street.

Councilmember Hanse asked whether fiber conduit is being laid during this project.

6. Review of Revised Chapters from the City of Allegan Code of Ordinances

Council reviewed Chapters 5 and 7 and suggested various changes.

7. 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.

Mayor Galloway informed the whole of Council that the agenda will need to be amended to include item 11F.1, which is a lease agreement for 211 ½ Trowbridge St.

8. Adjournment

Mayor Galloway adjourned the meeting at 6:47 PM.

Respectfully submitted,

Michaela Kleehammer, City Clerk



**CITY OF ALLEGAN
CITY COUNCIL REGULAR MEETING MINUTES
Monday April 10, 2023, at 7:00 PM
City Council Chamber – 231 Trowbridge Street
Allegan, Michigan**

1. Call to Order

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

2. Roll Call

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

Absent:

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

3. Pledge of Allegiance

4. Approval of Agenda

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

Motion by Hanse with support from Bird to approve the Regular Council Meeting Agenda for April 10, 2023, with the addition of agenda item 11F.1. **Motion passed 7-0.**

5. Approval of Minutes

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

Motion by Hanse with support from Bird to approve the study session minutes from March 27, 2023. **Motion passed 5-0 (Andrus and Morgan abstaining).**

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

Motion by Bird with support from Hanse to approve the regular meeting minutes from March 27, 2023. **Motion passed 5-0 (Andrus and Morgan abstaining).**

5C – Approval of the Closed Session Minutes from March 27, 2023, Council Meeting.

Motion by Hanse with support from Bird to approve the closed session minutes from March 27, 2023. **Motion passed 5-0 (Andrus and Morgan abstaining).**

6. Special Presentations & Recognition by Mayor or Council

6A – Arbor Day Proclamation from Mayor Galloway

7. First Reading of Ordinances and Scheduling of Public Hearings

8. Public Hearings and Adoption of Ordinance

8A – First reading and scheduling of a public hearing and second reading for the April 24, 2023, Council meeting regarding Ordinance 509 to amend Article XV – Overlay Districts, of the City of Allegan Zoning Ordinance.

Motion by Andrus with support from Hanse to schedule a public hearing and second reading for April 24, 2023. **Motion passed 7-0.**

9. Public Comment

10. Written Petitions & Reports from Special Committees

11. Reports from Boards, Commissions & City Offices

11A. City Boards, Commissions, and Area Agencies

11B. Finance Department

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

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

11C. Police Department

11D. Water Utilities

11E. Public Works

11E.1 – Request to adopt Resolution 23.10 to authorize the Mayor to sign the MDOT contract and certifications for restriping and crack sealing at Padgham Field Airport.

Motion by Hanse with support from Morgan to adopt Resolution 23.10. **Motion passed 7-0.**

11F. City Manager & City Clerk

11F.1 – Request to approve a one-year lease agreement for 211 ½ Trowbridge St.

Motion by Bird with support from Morgan to approve a one-year lease agreement for 211 ½ Trowbridge St. **Motion passed 7-0.**

12. Board Appointments

13. Communications from City Manager, Council & Mayor

City Manager Dye urged Council to come to a decision about the future of the Historic District Commission soon. Dye also reminded Council of the budget meeting scheduled for April 12, 2023, at 5:30PM.

Downtown Manager Johnson noted that the Allegan Community Players' One Act Festival will be held at the Griswold Auditorium on Saturday April 15th and Sunday April 16th.

Clerk Kleehammer informed Council that July 13th is the anticipated date for Fremont to visit Allegan and that she would let Council know when the City of Fremont confirms that date.

Councilmember Andrus mentioned that Sylvia's Place is hosting a wine tasting on May 18th at the Fenn Valley Winery from 6:30 to 8:30PM. Andrus also thanked the City for their tributes to Carrie Penny.

Councilmember Zeter asked for staff to move Tessa Pierce Thomas's poem from the Griswold to City Hall.

14. Closed Session

15. Adjournment

Mayor Galloway adjourned the meeting at 7:25 PM.

Respectfully submitted,

Michaela Kleehammer, City Clerk



**CITY OF ALLEGAN
CITY COUNCIL BUDGET MEETING
Wednesday, April 12, 2023, 5:30PM
City Council Chambers - 231 Trowbridge Street
Allegan, Michigan**

1. Call to Order

Mayor Galloway called the meeting to order at 5:30 PM.

2. Attendance

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

Absent: Zeter

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

Also Present: City Manager Joel Dye, Police Chief Jay Gibson, Department of Public Works Director Doug Kadzban, Finance Director Tracy Stull, and Water Utilities Director Doug Sweeris.

3. Public Comment Period

4. FY2024 Budget Presentation

Council received a presentation from City Staff regarding the Fiscal Year 2024 budget.

5. Adjournment

Mayor Galloway adjourned the meeting at 6:33 PM.



Drinking Water Week 2023

May 7-13, 2023

MAYOR'S PROCLAMATION

WHEREAS, water is our most valuable natural resource; and

WHEREAS, drinking water serves a vital role in daily life, serving an essential purpose to health, hydration and hygiene needs for the quality of life our citizens enjoy; and

WHEREAS, tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS, the hard work performed by the entire water sector, designing capital projects, operators ensuring the safety and quality of drinking water or a member of a pipe crew maintaining the infrastructure communities rely on to transport high quality drinking water from its source to consumers' taps; and

WHEREAS, the coronavirus pandemic has shone a light on the importance of drinking water for health, hydration and hygiene needs; and

WHEREAS, we are all stewards of the water infrastructure upon which current and future generations depend; and

WHEREAS, the citizens of our city are called upon to help protect our source waters from pollution, practice water conservation and get involved with their water by familiarizing themselves with it;

NOW, THEREFORE, be it resolved that by virtue of the authority vested in me as Mayor of our City, I do hereby proclaim May 7-13, 2023, as Drinking Water Week.

Signature of Mayor
(OFFICIAL SEAL)



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: April 24, 2023

SUBJECT: Request to hold a public hearing and second reading regarding Ordinance 509 to amend Article XV – Overlay Districts, of the City of Allegan Zoning Ordinance.

Action Requested:

It is requested that City Council hold a public hearing and second reading regarding Ordinance 509 to amend Article XV – Overlay Districts, of the City of Allegan Zoning Ordinance.

Background:

The City of Allegan participates in the National Flood Insurance Program (NFIP) and implements floodplain determinations through the building official.

The Federal Emergency Management Agency (FEMA) recently completed a Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) for Allegan, and both become effective on June 21, 2023. Prior to the effective date, municipalities are required to update floodplain management measures and submit them to FEMA for approval.

EGLE has provided recommended ordinance language addressing floodplain management provisions to the zoning codes. The floodplain measures are reviewed and administered by Professional Code Inspectors (PCI) on behalf of the City. PCI has reviewed the proposed ordinance and approves its' adoption.

As no significant changes have been made to the flood hazard data on the Preliminary and/or revised Preliminary copies of the FIRM for Allegan County, FEMA and EGLE recommend that the City of Allegan use the Preliminary and/or revised Preliminary copies of the FIRM as the basis for adopting the required floodplain management measures. Final printed copies of the FIRM for the City of Allegan were received by the City Manager's office and are available at City Hall for review.

Attachments: Ordinance 509
Adoption of Flood Insurance Rate Maps by Participating Communities
FEMA Correspondence

**CITY OF ALLEGAN
ALLEGAN COUNTY, MICHIGAN**

ORDINANCE NO. 509

**AN ORDINANCE TO AMEND THE CITY OF ALLEGAN ZONING ORDINANCE
ARTICLE XV, OVERLAY DISTRICTS, SECTIONS 1500.02(E)(1) TO
1500.02(E)(4) FLOODPLAIN MANAGEMENT PROVISIONS OF THE STATE
CONSTRUCTION CODE.**

The City of Allegan ordains:

Section 1. Amendment. Article XV – Overlay Districts of the City of Allegan Zoning Ordinance, City of Allegan, Michigan is amended to show as follows:

Article XV Overlay Districts

Section 1500.02(E). – Floodplain Management Provisions of the State Construction Code.

1. **AGENCY DESIGNATED.** Pursuant to the provisions of the state construction code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as amended, the Building Official of the City of is hereby designated as the enforcing agency to discharge the responsibility of the City of Allegan under Act 230, of the Public Acts of 1972, as amended, State of Michigan. The City of Allegan assumes responsibility for the administration and enforcement of said Act through out the corporate limits of the community adopting this ordinance.
2. **CODE APPENDIX ENFORCED.** Pursuant to the provisions of the state construction code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as amended, Appendix G of the Michigan Building Code shall be enforced by the enforcing agency within the jurisdiction of the community adopting this ordinance.
3. **DESIGNATION OF REGULATED FLOOD PRONE HAZARD AREAS.** The Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) entitled “Flood Insurance Study for Allegan County, All Jurisdictions” and dated June 21, 2023 and the Flood Insurance Rate Maps (FIRMs) panel numbers included on Index Panel 26005CIND0A, effective June 21, 2023 are adopted by reference for the purposes of administration of the Michigan Construction Code, and declared to be a part of Section 1612.3 of the Michigan Building Code, and to provide the content of the “Flood Hazards” section of Table R301.2(1) of the Michigan.
4. **MOST RESTRICTIVE STANDARDS.** If another ordinance contains standards inconsistent with the provisions of this ordinance, the most restrictive standards shall apply.

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. 509 adopted at a regular meeting of the Allegan City Council held on _____, 2023.

Teresa Galloway, Mayor

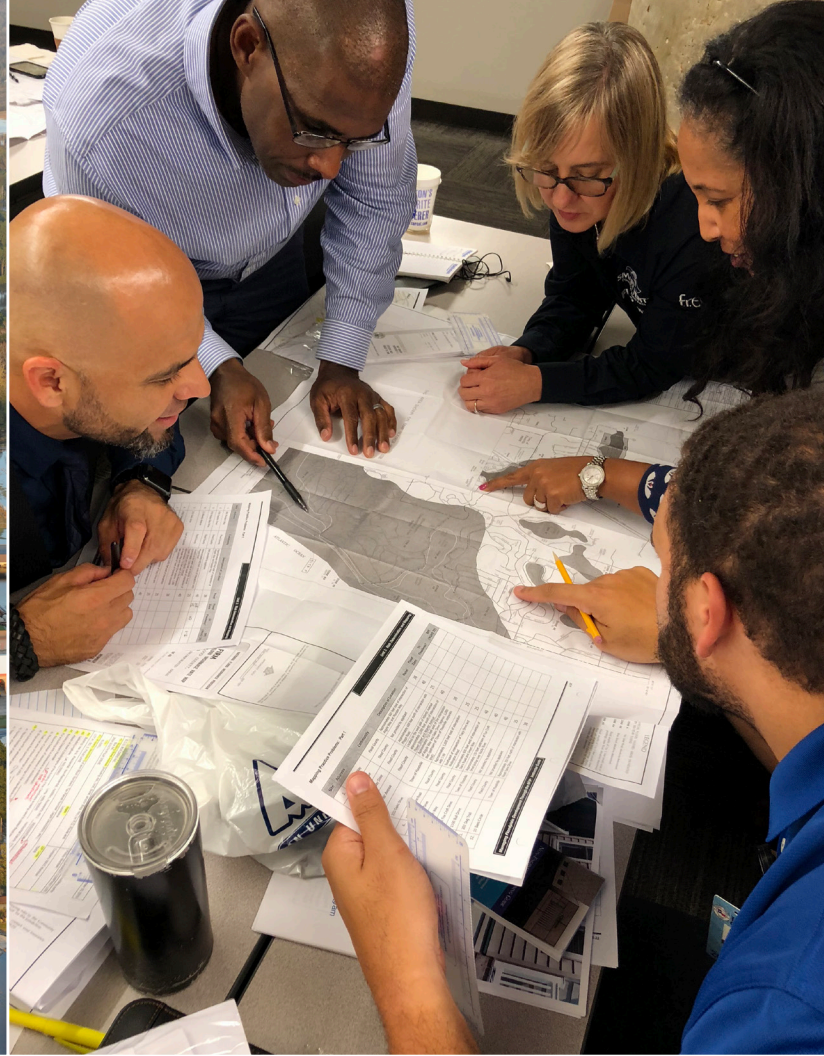
Michaela Kleehammer, City Clerk

Introduced: April 10, 2023

Adopted:

Published:

Effective:



Adoption of Flood Insurance Rate Maps by Participating Communities

FEMA 495

January 2019



FEMA

Adoption of Flood Insurance Rate Maps by Participating Communities

Flooding is the most common and costly natural disaster in the United States, and it affects every State. Flooding can be caused by storms, dams or levees breaking, new development changing how water flows above and below the ground, snowmelt, and much more. The National Flood Insurance Program (NFIP) was established to reduce the financial risk for property owners and renters through insurance; in exchange, communities adopt floodplain management regulations that reduce future flood damages. This Federal program, established with the passage of the National Flood Insurance Act of 1968, has grown to include over 22,000 participating communities and to provide over \$1 trillion in flood insurance coverage.

This brochure addresses several questions about how communities adopt a Flood Insurance Rate Map (FIRM). As a participant in the NFIP, your community is responsible for making sure that its floodplain management regulations meet or exceed the minimum requirements of the NFIP. By law, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) cannot offer flood insurance in communities that do not adopt and enforce those regulations, which can be found in Title 44 of the Code of Federal Regulations (CFR), Section 60.3. You can also find them in model ordinances developed by most States and by FEMA's Regional Offices.

The basis of your community's floodplain management regulations is the flood hazard data FEMA provides. In support of the NFIP, FEMA identifies flood hazards nationwide and publishes and periodically updates flood hazard data. These data are provided to communities in the form of a Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report, typically prepared in a countywide format. While an FIS report accompanies most FIRMs, it is not created for all flood studies.

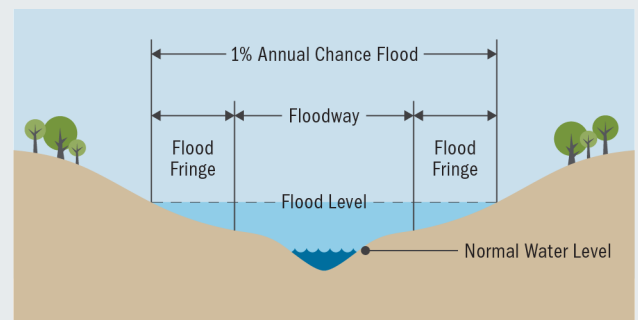
Knowing your flood hazards serves many important purposes, including an increased awareness of the hazard, especially for those who live and work in floodprone areas. The FIRM and FIS report provide States and communities with some of the information they need for land use planning, to reduce the risk of floodplain development, and to protect residents' health and safety through codes and regulations. States and communities also use the information for emergency management.

What is the process for developing new flood hazard data or revising existing data?

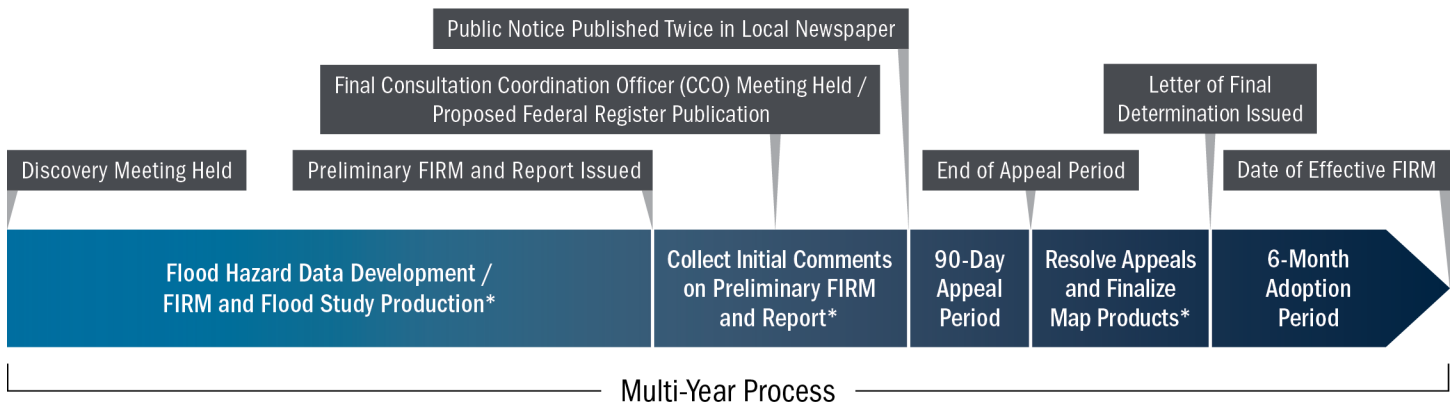
During the flood study process, FEMA coordinates closely with communities to develop new flood risk data or revise existing data. This coordination may lead to new or updated flood hazard mapping (i.e., FIRM and FIS report), flood risk assessment projects, and/or mitigation planning assistance. In general, the process includes the following activities, listed on the next page:

Floodplain Management Regulations

Floodplain management regulations include zoning ordinances, subdivision regulations, building codes, health regulations, and special purpose ordinances (such as a floodplain ordinance, grading ordinance or erosion control ordinance). The term describes any combination of these State or local regulations that provides standards for preventing and reducing flood damage.



Flood Study and Adoption Timeline



*The timeframe for completing these activities may vary.

- Under FEMA’s Risk Mapping, Assessment, and Planning (Risk MAP) program, FEMA with communities and other local stakeholders engages in a Discovery process to obtain a comprehensive picture of the community’s flooding issues, flood risk, and potential for flood mitigation activities, including the adoption of more restrictive floodplain management criteria. Stakeholders vary, but they typically include local officials, Tribal Nations, citizen associations, and representatives of levee boards, conservation districts, and economic development organizations. Information obtained during the Discovery meeting helps determine whether the community needs a flood risk assessment project, including new or updated flood hazard data and a corresponding FIRM and FIS report.
- If new or revised flood hazard data is needed, including an update to the FIRM and FIS report, FEMA works with the communities and other Discovery stakeholders to determine the parameters of the project, including which flooding sources and their extent (how much of the stream or coastline) to be studied.
- A detailed flood study typically includes determining the Base Flood Elevations (BFEs) and floodways for the project area. In addition, the mapping process includes activities such as obtaining the digital base map, developing the FIRM’s flood hazard database and, when appropriate, incorporating or revalidating previously issued Letters of Map Change, or LOMCs. LOMCs include Letters of Map Revision (LOMRs), Letters of Map Revision Based on Fill, and Letters of Map Amendment, which are used to amend or revise the effective FIRM and FIS report without physically revising and republishing these materials.
- When the study is complete, FEMA provides copies of a preliminary FIRM and FIS report for review and holds a Consultation Coordination Officer (CCO) meeting for officials from the communities involved in the study. FEMA may also hold public meetings—often referred to as Open Houses—to introduce and discuss the preliminary FIRM and FIS report with community members.
- After the CCO meeting, FEMA initiates a 90-day period for communities to submit appeals about the new or modified flood hazard information shown on the FIRM. This can include new or modified BFEs, base flood depths, Special Flood Hazard Area (SFHA) boundaries or zone designations or regulatory floodways, SFHAs, which include all flood zones starting with the letters A or V, are the areas subject to inundation by the base (1-percent-annual-chance). FEMA will also accept comments from communities regarding the study. Comments are objections to a base map feature modification/addition,



One of the many homes that was flooded in Denham Springs, LA after prolonged rainfall devastated the community. August 2016



Aerial view of the flooding from Hurricane Florence—Bladen County, NC, September 18, 2018

update to the Flood Insurance Study (FIS) report materials or any other non-appealable change. Comments usually involve changes to items such as road locations and road names, corporate limits updates, or other base map features.

- Before the appeal period is initiated, FEMA will publish a notice of proposed flood hazard determinations in the Federal Register and notify the community's Chief Executive Officer. FEMA will then publish information about the flood hazard determinations at least twice in a local newspaper. The appeal period provides community officials and people who own or lease property in the community an opportunity to submit scientific or technical information if they believe the flood hazard determinations are scientifically or technically incorrect.
- Following the 90-day appeal period, FEMA resolves all appeals and finalizes the changes to the FIRM and FIS report.
- FEMA then sends each affected community a Letter of Final Determination (LFD), which establishes the final flood hazard data and the effective date of the new FIRM and FIS report for the community. The LFD also initiates the six-month period during which each community must adopt or amend its floodplain management regulations to reference the date and title of the new FIRM and FIS report.
- The FIRM and FIS report become effective at the end of the six-month period. At that time, flood insurance rates will be based on the new flood data, and the community will apply any floodplain management ordinances related to the new mapping. Federally insured or regulated lenders will also use the newly

effective FIRM to determine if flood insurance is required as a condition of a loan.

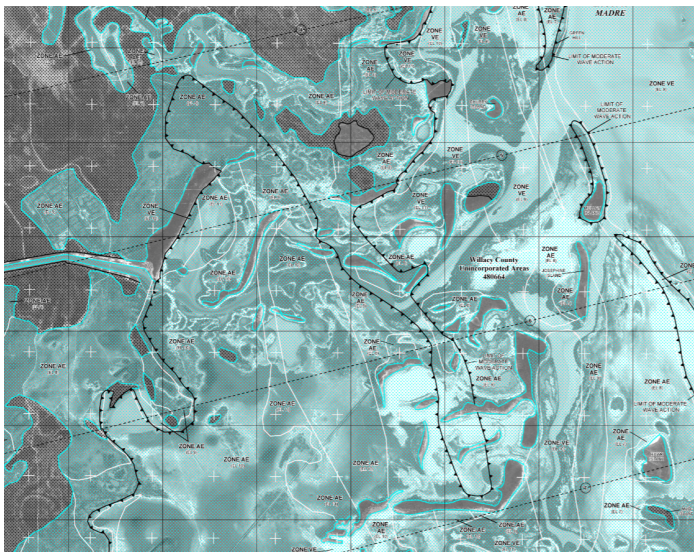
- Almost 300 communities, States, and regional agencies have entered into agreements with FEMA to be active partners in flood hazard mapping under the Cooperating Technical Partners (CTP) program. These agencies participate by developing and updating FIRMs and performing related activities. (See the box on the inside of the back cover page for a brief description of the CTP program.)

What must an NFIP-participating community do when FEMA provides new or revised flood hazard data?

Each time FEMA provides your community with new or revised flood hazard data, you must either adopt new floodplain management regulations to incorporate the data into your ordinance or amend the existing ones to reference the new FIRM and FIS report. Community floodplain management regulations must continue to meet any additional State requirements, and should adopt them through a process that complies with their State's requirements.

The following bullets will help you determine what type of changes your community will need to make to its floodplain management regulations when a new or revised FIRM and FIS report are provided:

- If your community's floodplain management regulations comply with the NFIP requirements when the LFD is issued, you will only need to amend the map reference section of your floodplain management regulations to identify the new FIRM and FIS report.



FIRM

- If your community has a legally valid automatic adoption clause established in the map reference section of the regulations, and the community's regulations are otherwise compliant with the NFIP requirements, you do not need to amend the floodplain management regulations. Automatic adoption clauses adopt all future revisions to the FIRM without further action by the community, but they are not permitted in many States.
- If a new type of flood hazard data is added to your FIRM, your ordinance may need to meet additional requirements. This could apply when FEMA upgrades a flood zone without BFEs (such as Zone A) to a flood zone with BFEs (such as Zone AE) or adds a regulatory floodway or a Zone VE coastal high hazard designation.
- The LFD indicates the sections of the NFIP floodplain management requirements at 44 CFR Section 60.3 that your community must adopt, based on the type of flood hazard data that has been provided.

You can contact the FEMA Regional Office or your State NFIP Coordinating Agency for assistance on the specific requirements your community will need to adopt. (See the back cover page for contact information.)

If your community has adopted standards higher than the minimum requirements of the NFIP and participates in the Community Rating System (CRS), its residents may qualify for a reduction to their flood insurance premiums. (See page 7 for a description of the CRS.)

When must a community adopt the new or revised flood hazard data?

Your community must amend its existing floodplain management regulations or adopt new regulations before the effective date of the FIRM and FIS report, which is identified in the LFD. The LFD initiates the six-month adoption period.

Communities are encouraged to adopt the appropriate floodplain management regulations as soon as possible after the LFD is issued. The adopted regulations must be submitted to FEMA and the State and be approved by FEMA before the effective date of the FIRM and FIS report.

Did You Know?

A community may request that their *proposed* regulations be reviewed by the FEMA Regional Office at any time. In return, the Regional Office may request a copy of the *adopted* regulations from the community and may require an amendment or revision if it is determined that the community's regulations are non-compliant.

FEMA will send two letters notifying your community that it must have approved floodplain management regulations in place before the effective date of the FIRM. The first is sent 90 days before the FIRM's effective date, and the second is sent 30 days before. The second letter notifies the community that it will be suspended from the NFIP if it does not adopt the FIRM in time. Notice of the potential suspension is also published in the Federal Register.

If your community adopts or amends its floodplain management regulations in time (before the effective date of the FIRM and FIS report), and the FEMA Regional Office approves your regulations, the suspension will not go into effect, and the community will remain eligible to participate in the NFIP.

What happens if a community does not adopt the appropriate floodplain management regulations during the six-month adoption period?

If a community does not adopt new floodplain management regulations or amend its existing regulations and submit the adopted regulations to FEMA before the effective date of the FIRM and FIS report, the community will be suspended from the NFIP. The following sanctions apply if a community is suspended from the NFIP:

- Property owners will not be able to purchase NFIP flood insurance policies, and existing policies will not be renewed.



One way to apply floodplain management requirements is to elevate structures in certain flood zones. The two images above show an elevated home on pile foundation in a coastal community (left) and an elevated home on crawl space foundation in an inland community (right).

- Federal grants or loans for development will not be available in identified flood hazard areas. This applies to funds from programs administered by Federal agencies such as the Department of Housing and Urban Development, the Environmental Protection Agency, and the Small Business Administration.
- Federal disaster assistance will not be provided to permanently repair insurable buildings in identified flood hazard areas for damage caused by a flood.
- Federal mortgage insurance or loan guarantees, such as those written by the Federal Housing Administration and the Department of Veteran Affairs, will not be provided in identified flood hazard areas.
- Federally insured or regulated lending institutions, such as banks and credit unions, are allowed to make

conventional loans for insurable buildings in flood hazard areas of non-participating communities. However, the lender must notify applicants that the property is in a flood hazard area and that the property is not eligible for Federal disaster assistance. Some lenders may voluntarily choose not to make these loans.

If your community is suspended from participation in the NFIP, it may regain its eligibility by enacting the floodplain management measures established in the NFIP regulations (44 CFR 60.3). If development takes place in your community during the period of suspension that does not meet the minimum NFIP requirements, your community will be asked to take actions to reduce the increased flood hazard prior to its reinstatement.

Digital Flood Hazard Information Resources

In accordance with the Flood Insurance Reform Act of 2004, all of FEMA's flood mapping products are now prepared digitally. Users have several different digital options for viewing the flood hazard information shown on their community's FIRM. All the digital flood hazard resources referenced below can be accessed through FEMA's Map Service Center (MSC) at <http://msc.fema.gov>.

- Once the FIRM is effective, FEMA will provide your community digital copies of the FIRM panels. These will also be available through the MSC. Letters of Map Change are also available through the MSC (in .pdf format).
- FIRMettes show a section of a FIRM panel specified by a user, plus the map scale, and other legend information from the FIRM. FIRMettes can be created online through the MSC and printed or saved in .pdf format at no cost.
- The FIRM database is designed for use with Geographic Information System (GIS) software. GIS users can integrate their own local datasets with FEMA's flood hazard data in the FIRM database to assist with floodplain management or

mitigation planning. The FIRM database is provided to your community once the FIRM becomes effective and can also be downloaded through the MSC.

- The National Flood Hazard Layer (NFHL) contains all effective digital flood hazard information from FIRM databases and LOMRs produced by FEMA, in one integrated nationwide dataset. It also contains the point locations of Letters of Map Revision Based on Fill and Letters of Map Amendment. The NFHL is available for viewing through FEMA's online map viewer. It can also be viewed as a layer in Google Earth or accessed via Web Map Service (WMS), a web-based method of viewing map information using commercial GIS software. Additional information on these services is available through the MSC.

Note for communities that do not yet have digitally produced FIRMs: scanned digital versions of the paper FIRM panels are available through the MSC. However, since the FIRMs were not produced digitally, there is no FIRM database, and that flood hazard information is not included in the NFHL.

Becoming a Cooperating Technical Partner



FEMA established the Cooperating Technical Partner program to increase local involvement in, and ownership of, the flood study process and the flood hazard data developed as part of that process. This program enables communities—as well

as regional and State agencies—that have the interest, capabilities, and resources, to be active partners in FEMA's flood hazard mapping program.

One of the major objectives of the CTP program is to recognize the States, regional agencies, and communities with proactive floodplain management programs that include identifying flood risk and getting the information incorporated into official FEMA flood hazard data. The CTP program maintains national standards consistent with the NFIP.

Some of the benefits of being a CTP include:

- CTPs can develop more detailed maps by making local geospatial data a part of the FIRM.
- CTPs receive support, such as access to existing data, access to custom-made FEMA tools, technical assistance, and national recognition.
- CTPs receive mentoring support, online examples of “best practices,” and free training.
- Communities that participate in the Community Rating System and also become CTPs (or those in an area covered by a regional or State CTP) may be eligible to receive CRS credit for CTP activities.

Another major objective and benefit of the CTP program is to share and leverage available funding and local data, to make the most of limited resources. Communities, States, and regional agencies can take advantage of these benefits by entering into an agreement with FEMA that formalizes the types of mapping activities and support the CTP will provide. Almost 300 communities, States, and regional agencies participate in the CTP program.

To learn more about becoming a CTP, visit <https://www.fema.gov/cooperating-technical-partners-program> or contact your FEMA regional office (see back page for contact information).

Becoming an NFIP Community Rating System Community



The NFIP Community Rating System recognizes community floodplain management practices that exceed the minimum requirements of the NFIP. The CRS recognizes these efforts by reducing the cost of

flood insurance premiums from 5 percent to 45 percent for flood insurance policies in participating communities.

Many communities may already be involved in activities that would earn credit under the CRS and reduce flood insurance premiums for their residents. Here are a few examples:

- Adopting and enforcing more protective building standards that result in safer new construction
- Informing the public about flood hazards and flood insurance and about how to reduce flood damage
- Preserving open space in the floodplain

To receive CRS credit, your community must submit a CRS application that identifies the floodplain management practices you are applying. (FEMA can help with the application.) After FEMA reviews and verifies your application, the flood insurance premium discounts will go into effect. The amount of the discount depends on the number of CRS-credited activities your community performs.

Community participation in the CRS has many benefits:

- Discounts for flood insurance premiums from 5 percent to 45 percent
- Enhanced public safety
- Reduced flood damage
- Increased environmental protection
- Informed community residents supporting improved flood protection measures that will make their neighborhoods safer from flood risks.

To learn more about CRS, visit <https://www.fema.gov/community-rating-system>.

FOR ASSISTANCE

If your community needs assistance to join the NFIP, you can contact the FEMA Regional Office (see below for address and telephone number). You can also contact your State Coordinating Agency for the NFIP. You can go to <https://www.fema.gov/fema-regional-contacts> for a listing of the FEMA Regional Offices or <http://www.floods.org/index.asp?menuID=274&firstlevelmenuID=185&siteID=1> for the NFIP State Coordinating Agencies.

REGION I

CT, ME, MA, NH, RI, VT
99 High Street
Boston, MA 02110
(877) 336-2734

REGION II

NJ, NY, PR, VI
26 Federal Plaza, Suite 1307
New York, NY 10278
(800) 611-6122

REGION III

DE, DC, MD, PA, VA, WV
615 Chestnut Street
One Independence Mall, 6th Floor
Philadelphia, PA 19106
(215) 931-5500

REGION IV

AL, FL, GA, KY, MS, NC, SC, TN
3003 Chamblee Tucker Road
Atlanta, GA 30341
(770) 220-5200

REGION V

IL, IN, MI, MN, OH, WI
536 South Clark Street, 6th Floor
Chicago, IL 60605
(312) 408-5500

REGION VI

AR, LA, NM, OK, TX
FRC 800 North Loop 288
Denton, TX 76209
(940) 898-5399

REGION VII

IA, KS, MO, NE
9221 Ward Parkway
Kansas City, MO 64114
(816) 283-7061

REGION VIII

CO, MT, ND, SD, UT, WY
Denver Federal Center
Building 710, Box 25267
Denver, CO 80225
(303) 235-4800

REGION IX

AZ, CA, HI, NV, American Samoa,
Guam, Marshall Islands,
and Northern Mariana Islands
1111 Broadway, Suite 1200
Oakland, CA 94607
(800) 611-6122

REGION X

AK, ID, OR, WA
Federal Regional Center
130 – 228th Street, Southwest
Bothell, WA 98021
(425) 487-4600



FEMA

March 13, 2023

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Teresa Galloway
Mayor, City of Allegan
231 Trowbridge Street
Allegan, Michigan 49010

Dear Mayor Galloway:

I commend you for the efforts that have been put forth in implementing the floodplain management measures for the City of Allegan, Michigan, to participate in the National Flood Insurance Program (NFIP). As you implement these measures, I want to emphasize the following:

- a Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) have been completed for your community;
- the FIS and FIRM will become effective on June 21, 2023; and
- by the FIS and FIRM effective date, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) Regional Office is required to approve the legally enforceable floodplain management measures your community adopts in accordance with Title 44 Code of Federal Regulations (CFR) Section 60.3 (d).

As noted in FEMA's letter dated December 21, 2022, no significant changes have been made to the flood hazard data on the Preliminary and/or revised Preliminary copies of the FIRM for Allegan County. Therefore, the City of Allegan should use the Preliminary and/or revised Preliminary copies of the FIRM as the basis for adopting the required floodplain management measures. Final printed copies of the FIRM for the City of Allegan will be sent to you within the next few months.

If you encounter difficulties in enacting the measures, I recommend you contact the Michigan Department of Environment, Great Lakes, and Energy. You may contact Matthew Occhipinti, P.E., CFM, the NFIP State Coordinator, by telephone at (616) 204-1708, in writing at 350 Ottawa Avenue Northwest, Unit Ten, Grand Rapids, Michigan 49503-2316, or by electronic mail at occhipintim@michigan.gov.

The FEMA Regional staff in Chicago, Illinois, is also available to provide technical assistance and guidance in the development of floodplain management measures. The adoption of compliant

The Honorable Teresa Galloway
March 13, 2023
Page 2

floodplain management measures will provide protection for the City of Allegan and will ensure its participation in the NFIP. The Regional Office may be contacted by telephone at (312) 408-5500 or in writing. Please send your written inquiries to the Director, Mitigation Division, FEMA Region 5, at 536 South Clark Street, Sixth Floor, Chicago, Illinois 60605.

You may have already contacted the NFIP State Coordinator and/or the FEMA Regional Office, and may be in the final adoption process or recently adopted the appropriate measures. However, in the event your community has not adopted the appropriate measures, this letter is FEMA's official notification that you only have until June 21, 2023, to adopt and/or submit a floodplain management ordinance that meets or exceeds the minimum NFIP requirements, and request approval from the FEMA Regional Office by the effective date. Your community's adopted measures will be reviewed upon receipt and the FEMA Regional Office will notify you when the measures are approved.

I appreciate your cooperation to ensure that your community's floodplain management measures are approved by the FEMA Regional Office by June 21, 2023. Your compliance with these mandatory program requirements will enable your community to avoid suspension from the NFIP.

Additional information on community suspensions as proposed, other notices of current NFIP community status information, and details regarding updated publication requirements of community eligibility status information under the NFIP can be found on the Community Status Book section of our website at www.fema.gov/flood-insurance/work-with-nfip/community-status-book. Notices for scheduled suspension will be available on the National Flood Insurance Community Status and Public Notification section of our website at www.fema.gov/flood-insurance/work-with-nfip/community-status-book/public-notification. Individuals without internet access will be able to

The Honorable Teresa Galloway
March 13, 2023
Page 3

contact their local floodplain management official and/or NFIP State Coordinating Office directly for assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Rachel Sears", with a long horizontal flourish extending to the right.

Rachel Sears, Director
Floodplain Management Division
Mitigation Directorate | FEMA

cc: Thomas C. Sivak, Regional Administrator, FEMA Region 5
Matthew Occhipinti, P.E., CFM, NFIP State Coordinator, Michigan
Department of Environment, Great Lakes, and Energy
Doug Kadzban, Public Works Director, City of Allegan



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

April 12, 2023

1. Call to Order

Meeting was called to order at 8:01am.

2. Attendance

Present: Vice Chair Michelle Liggett, Mayor Teresa Galloway, Carleigh Ackerman, Carl Canales, Nicole Heslip, Kelly McLean (8:18am), Phil Siegler, Steve Tibbitts

Absent: Chair Mark Heather

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

3. Approval of Previous Meeting Minutes

Motion to approve the minutes from March 8, 2023 by Galloway, supported by Canales.
Motion carried 7-0.

4. Public Comment

None

5. Discussion Items

a. Downtown Improvement Project Update

Johnson gave an update regarding the Downtown Improvement Project. The update included review of the weekly updates from the contractor and review of the selection of street furniture. General discussion was had.

Siegler requested the exploration of temporary parking signs along the backsides of Locust Street businesses during Phase Two of the project.

b. Downtown Allegan Shopping Passport

Johnson gave an update regarding the Downtown Shopping Passport including a review of the approved proof designed by PJ Printing. Passports are scheduled for print and distribution by the end of the month.

Ackerman noted that if the passports are completed in time for the April Showers Downtown Shopping event on Friday, April 21 that would be a good opportunity to launch the program.

6. Positively Allegan Board Appointments

- a. Motion to reappoint Positively Allegan board members Megan Bouwman to a one-year term, Marjori Cantwell to a two-year term, and Elvin Quiñones-Walker to a three-year term by Heslip, supported by Tibbitts. Motion carried 8-0.

7. Comments from City Staff & Board Members

- a. Johnson shared that A-Tech Complete Computer Solutions was selected by the Michigan Economic Development Corporation to receive Match on Main funds in the amount of \$25,000. This is the third Downtown Allegan business to be awarded this grant.

8. Adjournment

The meeting was adjourned at 8:56am.

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



**CITY OF ALLEGAN
PUBLIC SPACES COMMISSION**

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

MINUTES

1. Call to Order

Meeting was called to order at 6:30pm

2. Attendance

Present: Chair Judi McCall, Vice Chair Paula Mintek, Carl Canales, Rosie Hunter (6:34), Korree Johnson, Bill Morgan (6:35), Cyndi Reed, Peter Savage

Absent:

Others Present: Parker Johnson, Downtown Manager & Assistant to the City Manager
Tony McGhee (Abonmarche), Steve Czadzeck (Abonmarche)

3. Approval of Previous Meeting Minutes

Motion by Peter, supported by Paula, to approve the minutes from March 8, 2023.
Motion carried 7-0.

4. Public Comment

Bridget Waanders, joined by Becky Weaver, spoke about their intentions to form a group with the desire to improve the Mahan Park gazebo with a new gazebo structure with publicly raised funds to be donated to the City of Allegan.

5. Parks & Recreation

a. Rossman Park Grant Improvements

- i. Steve Czadzeck, of Abonmarche, shared the proposed improvements to be made to Rossman Park as part of the DNR Spark grant. The group wanted to ensure that tree removal is to be minimal. General discussion was had.

b. Other Comments

6. Oakwood Cemetery

a. Other Comments

- i. Peter shared updates from the Friends of Oakwood Cemetery activity including the upcoming Living History Cemetery Tour and the cemetery fountain restoration vision.
- ii. Carl again expressed interest in allowing for natural burials in Oakwood Cemetery, as well as potential future cemetery expansion to surrounding property currently owned by Allegan Public Schools.

7. Trees

- a. Other Comments
 - i. Rosie discussed an “adopt-a-tree” concept presented to City Staff by Becky Burnett.
 - ii. Rosie wanted to see more done to replace the four trees that were cut down along the boardwalk due to disease. Korree offered the suggestion of grasses or other vegetation in the empty woodchip beds if trees were not possible.

8. Downtown Improvement Project

- a. Project Updates
 - i. P. Johnson gave an update regarding the Downtown Improvement Project. The update included review of the weekly updates from the contractor. General discussion was had.
- b. Street Furniture
 - i. P. Johnson provided a review of the current selection of street furniture. Board members expressed interested in visiting Landscape Forms for a second time.
- c. Other Comments
 - i. Board members expressed interest in having Kathy Burczak, Senior Landscape Architect of Abonmarche, attend an upcoming meeting to walk the group through landscaping selections.

9. Other Discussion Items

- a. Arbor Day Celebration – April 28
 - i. P. Johnson invited board members to the annual Arbor Day Celebration, this year on Friday, April 28 at 10am on the Riverfront. DPW staff will be planting a 4” Marmo Maple tree near the Riverfront Plaza.

10. Comments from City Staff & Board Members

- a. Korree Johnson
 - i. Korree shared his desire to see the oval Downtown Allegan sign currently placed where Park Drive meets Delano Street resurfaced to match the other oval signs and relocated to the intersection of Marshall and Second Street.

11. Adjournment

Meeting was adjourned at 8:06pm.

Respectfully submitted,

Parker Johnson, Downtown Manager & Assistant to the 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: April 24, 2023

SUBJECT: Approval of Accounts Payable and Payroll

Action Requested:

It is requested that the City Council approve accounts payable in the amount of \$272,968.37 and payroll in the amount of \$108,585.86 for a total disbursement of \$381,554.23.

Background:

Attached is the Disbursement Report highlighting the accounts payable by fund as well as listing the individual payments to the vendors paid through April 20, 2023.

Attachment(s):

Disbursement Report

Disbursement Report

April 24, 2023

Accounts Payable by Fund April 7 through April 20, 2023

General Fund	\$	184,806.22
Major Streets	\$	10,898.07
Local Streets	\$	4,906.08
Grants	\$	12,216.30
DDA	\$	8.99
PA	\$	1,134.00
Sewer	\$	21,918.69
Water	\$	28,788.95
Motor Vehicle Pool	\$	8,291.07
Trust & Agency	\$	-
Total A/P by Fund	\$	272,968.37
Regular Check Run	\$	143,787.68
ACH/EFT/Wires	\$	127,189.76
Off-Cycle Check Runs	\$	1,990.93
Total Checks	\$	272,968.37
Payroll Check Remittances	\$	1,604.10
Payroll EFT Remittances	\$	35,968.81
Total Remittances	\$	37,572.91
Payroll - April 12th (for WE 04/09/2023)	\$	71,012.95
Total Payroll	\$	108,585.86
Total Disbursements	\$	381,554.23

4/24/2023

Off Cycle Check Runs

Ck#	Vendor	Description	Amount	Date
5813	MICHIGAN MUNICIPAL LEAGUE (UE)	UIA EMPLOYER # 801-064	\$ 254.40	04/13/23
5814	VOID	VOID	\$ -	04/13/23
5815	UNIVERSAL FILM EXCHANGE	SMOKEY AND THE BANDIT	\$ 100.00	04/13/23
5816	MGM	CREED III	\$ 214.50	04/19/23
5817	RIALTO PICTURES LLC	THE PRODUCERS	\$ 300.00	04/19/23
5818	UNIVERSAL FILM EXCHANGES LLC	SUPER MARIO BROTHERS	\$ 1,122.03	04/19/23
Total Manual Checks			\$ 1,990.93	

Payroll Remittance Checks Report

Ck#	Vendor	Description	Amount	Date
5808	CZFC INC	Wage Garnishments	\$ 44.00	04/13/23
5809	MISDU	Child Support	\$ 860.96	04/13/23
5810	SEIU LOCAL 517M	Union Dues	\$ 265.00	04/13/23
5811	C.O.A.M.	Union Dues	\$ 124.04	04/13/23
5812	P.O.A.M.	Union Dues	\$ 310.10	04/13/23
Total Payroll Checks			**Included in Payroll Total \$ 1,604.10	

EFT Payroll Payment Report

EFT#	Vendor	Description	Amount	Date
EFT1002	JOHN HANCOCK	Retirement - 457/Loan	\$ 3,700.73	04/13/23
EFT1003	FEDERAL TAX DEPOSIT	Federal Taxes	\$ 22,766.23	04/13/23
EFT1004	MERS DB	Retirement	\$ 970.68	04/13/23
EFT1005	MERS DC	Retirement	\$ 252.83	04/13/23
EFT1006	JOHN HANCOCK	Retirement - MPP	\$ 8,278.34	04/13/23
Total Payroll EFT Payments			\$ 35,968.81	
Total Manual Checks			\$ 39,563.84	

Check Register - EFT

4/24/2023

Check		Vendor Name	Description	Total Amount
Date	Ck#			
4/17/2023	3045	STATE OF MICHIGAN	SALES TAX - MARCH 2023	\$ 339.94
4/17/2023	3046	CITY OF ALLEGAN	2/1/2023 - 3/1/2023 USAGE	\$ 4,885.41
4/17/2023	3047	CONSUMERS ENERGY	APRIL 2023 - 1000 3284 5511 - 1451 29TH	\$ 66.01
4/17/2023	3048	CONSUMERS ENERGY	APRIL 2023 - 1000 3118 3674 - 1451 29TH	\$ 33.64
4/17/2023	3049	CONSUMERS ENERGY	APRIL 2023 - 1030 3099 2350 - 231 TROWBR	\$ 692.66
4/17/2023	3050	CONSUMERS ENERGY	APRIL 2023 - 1000 0623 1078 - 261 HUBBAR	\$ 125.02
4/17/2023	3051	DELTA DENTAL	APRIL 2023 DENTAL	\$ 3,509.05
4/17/2023	3052	METLIFE	VISION PREMIUMS - APRIL 2023	\$ 650.90
4/17/2023	3053	OPTUM BANK	MONTHLY MAINTENANCE FEES - JANUARY 2023	\$ 63.25
4/17/2023	3054	WEX BANK	MARCH 2023 - EFM	\$ 4,063.36
4/4/2023	3055	FIRST INTERNET BANK	ACCT 301358588 - COMMERCIAL LOAN/PUBLIC	\$ 112,395.00
4/19/2023	3056	HUNTINGTON BANK	MARCH 2023 ACCOUNT ANALYSIS FEE	\$ 365.52
				<u>\$ 127,189.76</u>

Check Register

4/24/2023

Check Date	Check #	Vendor Name	Description	Total Amount	# Invoices
4/24/2023	5819	ABONMARCHE	2023 Downtown Streetscape Project Construction	\$ 568.07	1
4/24/2023	5820	ACCURATE CLEANING SERVICE, LLC	City Hall Cleaning	\$ 1,125.00	1
4/24/2023	5821	AECOM GREAT LAKES INC	Allegan Dam Removal	\$ 12,216.30	1
4/24/2023	5822	AERO CARPET CLEANING	CARPET CLEANING - CITY HALL	\$ 372.00	1
4/24/2023	5823	ALLEGAN JAYCEES	2023 FLAG SERVICE	\$ 750.00	1
4/24/2023	5824	ASSESSING SOLUTIONS INC	ASSESSING - MARCH 2023	\$ 3,600.00	1
4/24/2023	5825	AUTO-WARES GROUP	ALL WHEEL MIST	\$ 10.19	1
4/24/2023	5826	BARTZ/RUMERY AGENCY INC	NOTARY - MICHAELA KLEEHAMMER	\$ 45.00	1
4/24/2023	5827	BS&A SOFTWARE INC	ANNUAL SERVICE/SUPPORT FEES MAY 2023 - 2024	\$ 1,100.00	1
4/24/2023	5828	CARROT-TOP INDUSTRIES INC	FLAGS	\$ 537.35	1
4/24/2023	5829	CRONK SERVICES, LLC	Winter maintenance in Downtown Business Area	\$ 876.00	1
4/24/2023	5830	CRYSTAL FLASH	FUEL	\$ 1,436.31	1
4/24/2023	5831	CURCIO LAW FIRM PLC	PROFESSIONAL SERVICES - MARCH 2023	\$ 3,135.50	1
4/24/2023	5832	DELUXE ECHOSTAR LLC	CREED III/SUPER MARIO BROS.	\$ 80.00	2
4/24/2023	5833	EARTHWORKS	SNOW PLOW	\$ 180.00	1
4/24/2023	5834	EJ USA,INC./EAST JORDAN IRON WORKS	Pipe for Hubbard St Walnut - M-89	\$ 3,389.47	1
4/24/2023	5835	EPS SECURITY	SERVICE CALL	\$ 292.50	1
4/24/2023	5836	ESPER ELECTRIC LTD	MAINTENANCE BUILDING WORK	\$ 3,485.00	1
4/24/2023	5837	ETNA SUPPLY COMPANY	PARTS	\$ 2,800.00	2
4/24/2023	5838	FAMILY FARM AND HOME	JACK AND JACK BASE FOR CEMETERY TRAILER	\$ 79.98	1
4/24/2023	5839	FRONTIER COMMUNICATIONS OF MICHIGAN	04/08 - 05/07/2023 - 269-673-9527-070819-5	\$ 51.01	1
4/24/2023	5840	GALLAGHER INDUSTRIAL LAUNDRY INC	UNIFORMS	\$ 646.60	2
4/24/2023	5841	GLOBAL ENVIRONMENTAL CONSULTING LLC	TESTING APRIL 5-7 2023	\$ 350.00	1
4/24/2023	5842	GVSU - POLICE ACADEMY	120495-38101-100	\$ 1,700.00	1
4/24/2023	5843	HARN R/O SYSTEMS, INC.	DRUMS	\$ 8,276.35	1
4/24/2023	5844	JAMIE VAN SLYKE	CLEANING SERVICES - RIVERFRONT RESTROOM	\$ 270.00	1
4/24/2023	5845	K & R TRUCK SALES, INC.	BATTERIES	\$ 189.33	1
4/24/2023	5846	K-JAM SUPPLY INC.	WORK LIGHT & TAPE	\$ 52.45	1
4/24/2023	5847	KAECHELE PUBLICATIONS, INC	ADVERTISING	\$ 590.00	1
4/24/2023	5848	KALAMAZOO LANDSCAPE SUPPLIES	LAWN SOIL	\$ 551.25	1
4/24/2023	5849	KIESLER POLICE SUPPLY, INC	AMMO	\$ 632.54	2
4/24/2023	5850	LOCK MASTER SECURITY LLC	WATER DEPT - CLOUD ACCESS CONTROL SERVICE	\$ 150.00	1
4/24/2023	5851	MACALLISTER MACHINERY CO., INC	CRANE FOR NYE	\$ 1,134.00	1
4/24/2023	5852	MANUEL TORRES	EMPLOYEE REIMBURSEMENT - WORK BOOTS	\$ 150.00	1
4/24/2023	5853	MCEWEN LAW OFFICE, P.C.	PROFESSIONAL SERVICES - FEB & MARCH 2023	\$ 3,220.00	1
4/24/2023	5854	MCMMASTER-CARR COMPANY	WATER HOSE	\$ 53.34	1
4/24/2023	5855	MED-1 LEONARD	CODY KOKOTAN MCOLES	\$ 40.00	1
4/24/2023	5856	METTLER-TOLEDO INC	PREVENTATIVE MAINTENANCE	\$ 467.54	1
4/24/2023	5857	MIKALAN ROOFING INC	ROOF REPAIR AT CITY HALL	\$ 124.36	1
4/24/2023	5858	MWEA	MEMBERSHIP DUES DOUG KADZBAN 03/25/23 - 03/25/24	\$ 95.00	1
4/24/2023	5859	NAPA AUTO PARTS OF ALLEGAN	HOSE/HOSE FITTINGS	\$ 95.90	1
4/24/2023	5860	NORTH CENTRAL LABS	LAB SUPPLIES	\$ 1,415.42	1
4/24/2023	5861	PJ PRINTING LLC	VINYL BANNERS	\$ 283.02	1
4/24/2023	5862	PURITY CYLINDER GASES, INC.	GASES	\$ 364.15	1
4/24/2023	5863	R.W. MERCER COMPANY	B OPERATOR INSPECTION	\$ 250.00	1
4/24/2023	5864	RICOH USA, INC.	COLR/B&W PRINTING	\$ 274.48	1
4/24/2023	5865	RIGHT WAY CONTROL SERVICES LLC	BARE GROUND TREATMENT	\$ 1,450.00	1
4/24/2023	5866	SHARE CORPORATION	SUPPLIES	\$ 237.32	2
4/24/2023	5867	SIEGFRIED CRANDALL PC	PROFESSIONAL SERVICES MARCH 2023	\$ 400.00	1
4/24/2023	5868	SILVERSMITH DATA	Purchase of two GIS/GPS units	\$ 7,260.00	1
4/24/2023	5869	SNAP ON TOOLS	TOOLS	\$ 3.90	1
4/24/2023	5870	STAPLES CONTRACT & COMMERCIAL LLC	DOUBLE WINDOW ENVELOPES	\$ 338.24	1
4/24/2023	5871	STATE INDUSTRIAL PRODUCTS CORP	FRESH ZONE PROGRAM - WWTP	\$ 3,307.47	1
4/24/2023	5872	SUMNER PLUMBING	CITY WATER METER CONNECTION	\$ 1,350.00	3
4/24/2023	5873	SUPERIOR GROUNDCOVER, INC	#REF!	\$ 1,550.00	1

Check Register
4/24/2023

Check Date	Check #	Vendor Name	Description	Total Amount	# Invoices
4/24/2023	5874	TRACE ANALYTICAL LABORATORIES INC	CHLORIDES & SULFATES	\$ 431.00	2
4/24/2023	5875	TYLER G. GORBY	DT INSTRUCTOR SCHOOL REIMBURSEMENT	\$ 123.30	1
4/24/2023	5876	UNITED WHOLESALE GROCERY	REGENT CONCESSIONS	\$ 323.47	1
4/24/2023	5877	USABBLUEBOOK	SUPPLIES	\$ 1,249.22	2
4/24/2023	5878	VC3 INC	SONIC WALLS FOR PD, WWTP, WTP, DPW	\$ 1,980.00	1
4/24/2023	5879	VC3 INC	IT SERVICES	\$ 54,720.00	1
4/24/2023	5880	VC3 INC	IT SERVICES	\$ 4,000.00	1
4/24/2023	5881	VERIZON WIRELESS SERVICES LLC	BILLING PERIOD MAR 09 - APR 08 2023	\$ 2,457.98	1
4/24/2023	5882	VISTAR	REGENT CONCESSIONS	\$ 1,119.21	1
4/24/2023	5883	WAANDERS CONCRETE CO.	LIMESTONE	\$ 495.32	1
4/24/2023	5884	WARNER NORCROSS + JUDD LLP	PROFESSIONAL SERVICES - MARCH 2023	\$ 1,170.00	1
4/24/2023	5885	WYOMING ASPHALT PAVING CO INC	ASPHALT	\$ 2,243.84	1
4/24/2023	5886	WYRICK COMPANY	PARTS/SUPPLIES	\$ 72.00	1
				\$ 143,787.68	77



City of Allegan
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: April 24, 2023

SUBJECT: Request to schedule public hearing for proposed FY 2024 Budget

Action Requested:

It is requested that City Council schedule a public hearing for Monday, May 8, 2023, to receive public comments on the proposed FY 2024 City of Allegan Budget.

Background:

The City of Allegan functions its finances on a fiscal calendar year of July through June. Over the past several months staff has been assembling the FY 2024 City of Allegan Budget. As part of this process City Council must schedule a public hearing to receive public comments on the DRAFT FY 2024 City of Allegan Budget. It should be noted that over the course of April and May city staff and City Council will continue to review the draft budget and a final adoption of the FY 2024 budget will occur on May 22, 2023.

Attachment(s):

Public Hearing Notice



**CITY OF ALLEGAN
PUBLIC HEARING**

Proposed Fiscal Year 2024 Budget

THE CITY OF ALLEGAN will be holding a public hearing on May 8, 2023, at 7:00 PM, at City Hall, 231 Trowbridge Street, Allegan, Michigan, to hear comments regarding the proposed Fiscal Year 2024 City of Allegan Fiscal Budget. Copies of the proposed budget can be viewed online at www.cityofallegan.org. A hard copy of the proposed budget can be viewed at City Hall, 231 Trowbridge Street, Allegan, Michigan. **The property tax millage rate, not to exceed 16.4884, is proposed to be levied to support the proposed budget and will be a subject of this hearing.** If you have any questions, please feel free to call 269-673-5511.

City Of Allegan
Fiscal Year 2023/24 Annual Appropriations
By Fund

All Funds	2024 Revenues	Fund Balance	TOTAL Revenues+FB	TOTAL 2024 Expenditures
101 General Fund	\$ 5,720,184	\$ (736,662)	\$ 6,456,846	\$ 6,456,846
151 Perpetual Care	\$ 1,700	\$ 1,200	\$ 500	\$ 500
202 Major Streets	\$ 2,048,477	\$ 289,580	\$ 1,758,897	\$ 1,758,897
203 Local Streets	\$ 587,650	\$ 732	\$ 586,918	\$ 586,918
225 Grants	\$ -	\$ -	\$ -	\$ -
248 DDA	\$ 207,400	\$ 5,900	\$ 201,500	\$ 201,500
251 PA	\$ 91,450	\$ 1,250	\$ 90,200	\$ 90,200
298 Reserve Sinking	\$ 7,000	\$ 7,000	\$ -	\$ -
299 Capital Sinking	\$ 15,000	\$ 5,000	\$ 10,000	\$ 10,000
590 Wastewater	\$ 3,988,186	\$ 52,977	\$ 3,935,209	\$ 3,935,209
591 Water	\$ 3,189,500	\$ (416,465)	\$ 3,605,965	\$ 3,605,965
661 MVP	\$ 786,088	\$ (79,312)	\$ 865,400	\$ 865,400
	\$ 16,642,634	\$ (868,801)	\$ 17,511,435	\$ 17,511,435

CERTIFICATION

As the duly appointed City Clerk of the City of Allegan, Allegan County, Michigan, I certify this is true and complete copy of proposed 2023/24 Fiscal Year Budget and will be adopted by the Allegan City Council on May 22, 2023.

Michaela Kleehammer, City Clerk

Proposed Budget Introduced: April 12, 2023

Public Hearing on Budget: May 8, 2023

Budget Adopted: May 22, 2023

Budget Effective: July 1, 2023



City of Allegan
Water Utilities
269.686.1117
350 North Street
Allegan, MI 49010

MEMORANDUM

TO: Allegan City Council
FROM: Doug Sweeris, Water Utilities Director
REVIEWED BY: Joel Dye, City Manager
DATE: April 24, 2023

SUBJECT: Purchase order for American Leak Detection to perform a leak detection survey on the Allegan water system.

Action Requested:

It is requested that the City Council approve the purchase order for American Leak Detection, P.O. Box 2073, Portage, MI 49081 for a leak detection survey for the amount of \$10,000.00.

Background:

Allegan has developed a significant leak in the water distribution system that staff are unable to locate for repair. Staff looked at purchasing leak detection equipment, but time constraints is a concern. Two quotes were obtained for a company to come in and do a complete leak detection survey on the distribution system. American Leak Detection was provided the lowest quote. Once ALD is notified, they will schedule the work, currently they are 1-2 weeks out on scheduling. Once here, they estimate 3-4 days (8hr workdays) to complete the field work, one operator is needed to assist with locating hydrants and valves to perform the survey. ALD will mark the ground/pavement with paint and provide a written summary of the survey locating the found leaks to the closest address and cross street.

The survey was not budgeted or planned for and does require a budget adjustment

Attachment(s):

American Leak Detection P.O.
American Leak Detection survey quote
GPRS survey quote
Mueller equipment quote
Batco equipment quote

04/17/2023



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

Purchase Requisition

Requested Date 04/17/2023

Purchase Requisition No 23-0706

Requested By DSweeris
Department 568

Preferred Vendor 547862
American Leak Detection
Address PO Box 2073

Contract/Job #:
Req. Description: Leak detection services

Portage, MI 49081

Qty.	Description	GL Number	Unit Price	Amount
1	Leak detection survey	591-571-98600	10,000.00	10,000.00

adjustment needed	Total:	10,000.00
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Requested By: Doug Sweeris **Date** April 17, 2023

Finance Approval: _____ **Date** _____

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

Notes:

Quotes were received from two compaines to provide leak detection services and two quotes were received to purchase the leak detection equipment.

Due to the current water loss, it is recommended the city contrat with a firm to do the leak detection and then the city look at purchasing the equipment at a future date.

Summary of All Bids Received

<u>Bidder Name</u>	<u>Bid Amount</u>
American Leak Detection	10,000.00
GPRS	14,750.00
Mueller	26,710.00
BATCO, INC.	32,440.00

American Leak Detection
PO Box 2073
Portage, MI 49081 US
1-800-787-2895
americanleakswmi@gmail.com

Estimate 1007



ADDRESS	SHIP TO	DATE	TOTAL	
City of Allegan	City of Allegan	04/13/2023	\$10,000.00	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Municipal Leak Detection	Survey will be conducted on approximately 43 miles of water main. Hydrants will be listened on with acoustic surveying equipment. In area of leak noise services and main line valves will be listened on and correlated to find the location of the leaks. Time for survey will be between 3-4, 8 hour days. American Leak detection will ask for one city employee to help locate hydrants and valves around the city.	1	10,000.00	10,000.00

TOTAL	\$10,000.00
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THANK YOU.

Accepted By

Accepted Date

We appreciate your business!

April 6, 2023

Client: City of Allegan

Attn: Doug Sweeris

dweeris@cityofallegan.org, 269-686-1117

Project: 350 North St., Allegan, Michigan

Submitted By:

Delores Mowers

315-469-4601

leakdetectioninfo@gprsinc.com

GPRS appreciates the opportunity to provide this proposal. I encourage you to visit our website (www.gprsinc.com) and contact any of the numerous references listed. Our insurance certificate and W-9 can also be downloaded [here](#). Please feel free to contact me if you have any questions, or if you need additional information.

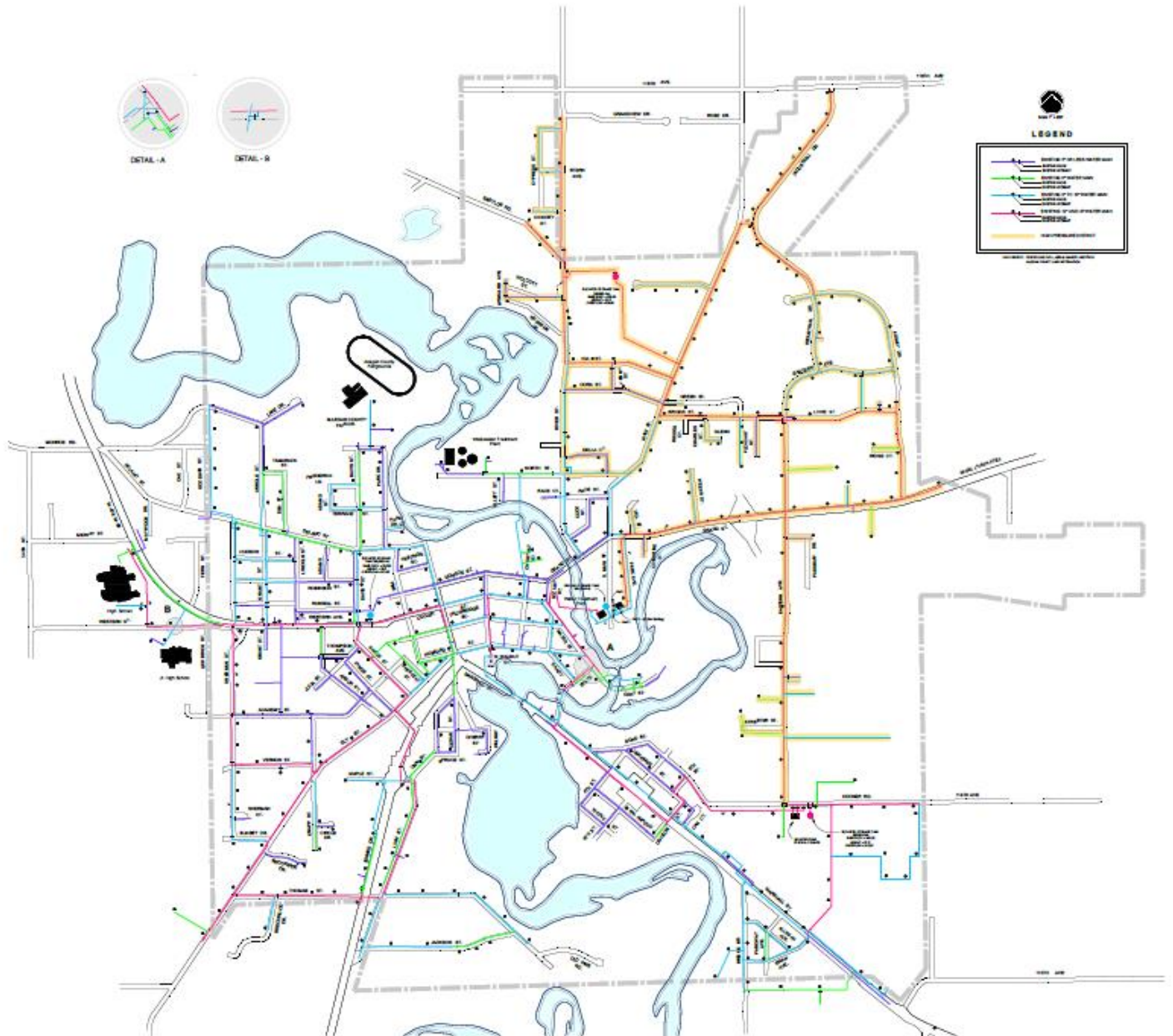
LEAK DETECTION

We understand the scope of work to be to locate any potential leaks throughout the water distribution system consisting of ~ 41 miles of piping ranging in size from 4" or less to 16". Most of the piping in the distribution system is cast iron or ductile iron. A copy of the distribution map provided is displayed on page 2 of this document. Contact points will be listened to using noise amplification equipment throughout the entire system in order to identify general areas with potential leaks. The leak will then be located using a combination of a noise correlator and ground microphones. Our ability to accurately locate the leak will depend on a variety of factors such as depth, pipe material, soil type, water pressure, and noise interference from traffic, machinery, etc. Any potential leaks will be detailed in a formal report.

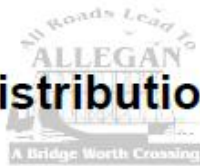
EQUIPMENT

- **Underground Scanning GPR Antenna.** The antenna frequencies range from 250 MHz-450 MHz is mounted in a stroller frame which rolls over the surface. The surface needs to be reasonably smooth and unobstructed in order to obtain readable scans. Obstructions such as curbs, landscaping, and vegetation will limit the feasibility of GPR. The data is displayed on a screen and marked in the field in real time. The total depth achieved can be as much as 8' or more with this antenna but can vary widely depending on the types of materials being scanned through. Some soil types such as clay may limit maximum depths to 3' or less. As depth increases, targets must be larger in order to be detected and non-metallic targets can be especially difficult to locate. Depths provided should always be treated as estimates as their accuracy can be affected by multiple factors. For more information, please visit: [Link](#)
- **Electromagnetic Pipe Locator.** The EM locator can passively detect the signals from live AC power or radio signals travelling along some conductive utilities. It can also be used in conjunction with a transmitter to connect directly to accessible, metallic pipes, risers, or tracer wires. A current is sent through the pipe or tracer wire at a specific frequency and the resulting signal can then be detected by the receiver. A utility's ability to be located depends on a variety of factors including access to the utility, conductivity, grounding, interference from other utilities, and many others. Depths provided should always be treated as estimates as their accuracy can be affected by multiple factors. For more information, please visit: [Link](#)
- **GPS.** This handheld GPS unit offers accuracy down to 4 inches, however, the accuracy achieved will depend on the satellite environment at the time of collection and should not be considered to be survey-grade. Features can be collected as points, lines, or areas and then exported as a KML/KMZ or overlaid on a CAD drawing. For more information, please visit: [Link](#)
- **Magnetometer.** The magnetometer detects the magnetic field of a ferromagnetic object. It responds to the difference in the magnetic field between two sensors. It is interpreted in the field by listening to changes in frequency as emitted by a speaker on the device. Larger metallic objects can be located at depths of up to 10' or more but total depths will depend on the size, type, shape, and orientation of objects along with the amount of interference from other objects. For more information, please visit: [Link](#)
- **Leak Noise Amplification.** The leak noise amplification system consists of a control unit, a microphone, and headphones and is used to listen for leak noise at water system contact points (valves, hydrants, etc.) in order to identify a general location of a potential water leak. This same system may also have been used with a ground microphone in order to attempt to pinpoint the leak from the surface. Its effectiveness depends on a variety of factors such as pipe size and material, water pressure, leak size, soil type, and noise interference from traffic, machinery, etc.
- **Leak Correlator.** The leak correlator consists of sensors that are placed on water system contact points and the sound signals between will be processed to provide a distance of the leak between the two points. The accuracy of the potential leak location depends on the ability of the pipe to be located along with the accurate input of pipe attributes such as pipe size and material (size and material information provided by the client).

MAPPING



Water Distribution System



Pratt & Newhof
March 2017

PROJECT COSTS

SERVICE	DESCRIPTION	PRICE
SCANNING/FIELD MARKINGS/JSR	Scope of Work as described on page 1 or page 2 (if applicable), and basic Job Summary Report (JSR)	\$12,300
MOBILIZATION	Local market	Included
GPS MAP	Findings will be collected with GPS and displayed with an aerial image background. Results are not survey-grade accuracy. See example: Link	Included
TOTAL		*\$12,300
OPTIONAL SERVICES (INITIAL IF DESIRED)		
FORMAL REPORT	Detailed report of findings with photos, example data, and a site sketch (if applicable) in addition to the basic summary report that is included with every job. See example: Link	Initial___ \$1,200
CAD DRAWING	Findings will be drafted in CAD with an aerial image background. A linework version will also be provided if the client provides an existing drawing. Results are not survey-grade accuracy. See example: Link	Initial___ \$1,250

- * As-builts and any other applicable drawings should be made available to GPRS prior to the project if possible.
- * A thorough utility search can only be completed if GPRS is given access to all utility structures, interior and exterior. This service is never a replacement for the use of the state One Call system (811).
- * All of our technicians have OSHA-10 safety training or greater. Site-specific safety training is not included in this quote. Please notify us if this project requires additional safety training.
- * These rates assume that there are no certified payroll requirements. GPRS has not been notified of any PLA, DIR, or Certified Payroll requirements. If GPRS receives notice that any of these conditions exist, there will be additional costs

This proposal is subject to the General Terms and Conditions for Services of Ground Penetrating Radar Systems, LLC posted at [Link](#) (the "Terms and Conditions") and is hereby incorporated by reference into and made a part of this proposal. Customer acknowledges it has read and agrees to be bound by such Terms and Conditions. In the event of any conflict between the terms of this proposal and the Terms and Conditions, the Terms and Conditions will prevail. Customer also acknowledges that Ground Penetrating Radar Systems, LLC may, from time to time and at its discretion, modify the Terms and Conditions and Customer agrees to be bound by such Terms and Conditions as modified.

PROPOSAL-SPECIFIC TERMS & CONDITIONS

1. Customer agrees to meet and perform all requirements described in this document and has fully read and understands all items listed within this document.
2. It is the customer's responsibility to prepare the site for scanning, including clearly identifying areas to be scanned, securing access to all areas required for scanning, and keeping these areas clear and free of obstructions. Delays caused by customer's failure to do so may result in an increased price.
3. GPRS does not conduct an investigation, analysis, or interpretation of soil composition, soil/concrete conditions, or geophysical, geological, engineering, or land surveying information. Customer acknowledges it understands that we are merely reporting retrieved data and that we do NOT provide geophysical, geological, engineering, or land surveying services. Customer should contact a professional in those fields if such services are needed.
4. If any work to be performed is within a road or street, unless specifically included by GPRS within this proposal, it is the customer's responsibility to provide adequate traffic control to allow GPRS personnel to safely and efficiently work in the road/street.
5. Pricing is valid through December 31, 2023.
6. If for some reason the technician arrives on site and the work is cancelled there will be a charge of \$500.00 per requested technician.

ACCEPTED AND AGREED:

Billing Company Name: _____

Billing Address: _____

Company Phone/Email: _____ PO#: _____ Job#: _____

Print Name: _____ Signature _____ Date: _____



STANDARD QUOTE

Leak Detection Products – United States

Date: 5/4/2023

Customer Info: City of Allegan

350 North St

Allegan, MI 49010

Description	Qty	Unit Price (USD)	TOTAL (USD)
Echologics LeakFinder-ST™ System System Includes: 2 accelerometers - standard set 2 low frequency sensors 2 wireless transmitters 1 wireless receiver 1 AC battery charger 1 USB Cable 2 low temperature rated sensor cables 1 LeakFinder-ST™ software installation USB operating manual (on USB) 1 set of stereo headphones 2 HASP key 1 weatherproof rugged hard carry case 2 Days of onsite training by Echologics® personnel	1	\$20,940	\$20,940
Hydrophones (incl. hydrant adapters) - set of 2	1	\$5,770	\$5,770
		Total Price (USD):	\$26,710
Notes: Delivery of Products: 4 to 6 weeks. Delivery of Training: 4 to 6 weeks depending on current training schedule LeakFinder-ST™ software loads on all Windows PC. LeakFinder-ST™ includes one license. All prices are ex-works Toronto. Freight and duty will be extra. Price is valid for 45 days from time of quote. Payment terms net 30 days.			
Quoted By:	Laura Dority		

ECHOLOGICS TERMS AND CONDITIONS OF SALE

Controlling Provisions: Echologics Terms & Conditions of Sale (these “Terms”) will govern all sales of Echologics products, including products, equipment, and parts manufactured or sold by Seller (together, “Products”) to Buyer (this “Order”). These Terms supersede any prior written or oral agreement understanding, representation or promise, and any pre-printed or standard terms and conditions contained in Buyer’s request for quote, purchase order, invoice, order acknowledgement or similar document. These Terms may not be amended, supplemented, changed or modified except by concurrent or subsequent written agreement, signed by an authorized representative of Seller and Buyer. Seller’s acknowledgement of Buyer’s purchase order will not constitute acceptance of any terms and conditions contained therein, regardless of how such terms and conditions may be prefaced or described.

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Prices and Designs: Prices and designs are subject to change without notice. All prices are F.O.B Point-of-Shipment, unless otherwise stated.

Shipments: All Products sent out by Seller will be carefully examined, counted and packed. The cost of any special packing or special handling caused by Buyer's requirements or requests will be added to the price of the Order. No claim for shortages will be allowed, unless made in writing within 10 days of receipt of shipment. Claims for goods damaged or lost in transit should be made on the carrier, as Seller's responsibility ceases on delivery to the carrier.

Delivery: Seller will use its commercially reasonable efforts to complete shipment as indicated. In the event Buyer requests a delay or suspension in completion and/or shipment of Products or any part thereof for any reason, the parties will agree upon any cost and/or scheduling impact of such delay and allocate such costs to Buyer's account. Any delay beyond 30 days after original scheduled shipment date will require Buyer to take title and risk of loss of such Products and make arrangements for storage. Seller's invoice will be issued upon Seller's readiness to ship Products. Seller will select the method of shipment and the carrier to be used to deliver Products, unless otherwise agreed. Unless otherwise agreed, shipment will be FCA (Incoterms 2000) Seller's designated shipping point (currently Decatur, IL, except for shipments made in Canada which are shipped from Toronto, Ontario). Seller will not be responsible for any loss or damage to Products following delivery to the carrier. Failure to deliver by the specified date will not be a sufficient cause for cancellation.

Changes: Buyer may request modifications as to the amount, scope and/or nature of Products to be supplied by a written change request. If, in the opinion of the Seller, any modification will affect the agreed fixed price and/or time of delivery, Seller will notify Buyer thereof in writing and will not be obligated to perform any modification unless agreed to by Seller. Buyer will confirm that such change is authorized and accepted by issuing an Order revision.

Cancellation: Buyer may cancel this Order only upon written notice and payment to Seller of reasonable cancellation charges.

Returns: No returns will be accepted by Seller without Buyer first obtaining Seller's written consent. In the case such consent is obtained, the price paid for the Product will be credited subject to the following: (a) all Product returned is, on its arrival at Seller's facility, found to be in first-class condition; if not, the cost of putting the Product in a salable condition will be deducted from the credit memoranda; (b) a handling charge deduction will be made from the credit memoranda issued for Product returned; and (c) transportation charges, if not prepaid, will be deducted from the credit memoranda.

Force Majeure: Seller will not be liable for delay in delivery due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of government, acts of Buyer, fires, labor disputes, boycotts, floods, epidemics, quarantine restrictions, war, insurrection, terrorism, riot, civil or military authority, freight embargos, transportation shortages or delays, unusually severe weather or inability to obtain necessary labor, materials or manufacturing facilities due to such causes. In the event of a delay, the date of delivery will be extended for a length of time equal to the period of delay.

Limited Warranty: Seller warrants that on the date of delivery and for a period of 24 months thereafter (the "Warranty Period"), the Products when properly installed and operated, will perform in accordance with the specifications contained in the user documentation and will be free of any material manufacturing defects. Products may be manufactured using some refurbished components or may have been used internally for reliability or performance testing. Spare parts may be refurbished. In the event that the Products do not operate as specified above during the Warranty Period, Buyer must notify Seller in writing prior to the expiration of the Warranty Period in order to avail of the remedies contained in this section. Upon receipt of such notification, Seller may repair or replace the Product at no additional cost to Buyer. If Seller cannot repair the Product or replace it with a working Product, then Seller will refund to Buyer any amounts paid by Buyer for the Products in question. This section contains Buyer's entire rights and Seller's liability in the event the warranty contained in this section is not fulfilled. EXCEPT AS OTHERWISE STATED HEREIN, BUYER ACKNOWLEDGES THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE PHYSICAL AND MECHANICAL CONDITION, SUITABILITY, DURABILITY, MERCHANTABILITY OR FITNESS OF THE PRODUCTS FOR ANY PURPOSE, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR INTENDED PURPOSE OR THAT THE PRODUCTS OR DOCUMENTATION WILL MEET BUYER'S NEEDS OR WILL BE AVAILABLE FOR USE AT ANY PARTICULAR TIME OR WILL BE ERROR FREE. Notwithstanding the foregoing, this limited warranty does not cover sensors or cables, except in cases where sensors or cables are conclusively determined to have been delivered non-functional on arrival.

Limitation of Liability: The remedies set forth herein are exclusive, and the total liability of Seller, including its affiliates, officers, employees, agents, subcontractors, suppliers and representatives, with respect to this Order or any breach thereof, whether based on contract warranty, tort, indemnity, strict liability or otherwise, will not exceed the Order price of the specific Products which gives rise to the claim. In all cases where Buyer claims damages allegedly arising out of defective or nonconforming Products, Buyer's exclusive remedies and Seller's sole liability will be those specifically provided for under the Warranty Section. IN NO EVENT, WHETHER ARISING BEFORE OR AFTER COMPLETION OF ITS OBLIGATIONS UNDER THE CONTRACT, WILL SELLER BE LIABLE FOR SPECIAL INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOSS OF USE, REVENUE OR PROFITS, INVENTORY OR USE CHARGES, COST OF CAPITAL OR CLAIMS OF CUSTOMERS) INCURRED BY BUYER OR ANY THIRD PARTY.

Indemnity: Buyer agrees to indemnify, hold harmless and defend Seller, including its affiliates, officers, employees, agents, subcontractors, suppliers, and representatives, against any and all judgments, losses, damages, expenses, costs, including


 The logo for Mueller, featuring the word "MUELLER" in a bold, black, sans-serif font. The text is enclosed within a red rectangular border that has a slight 3D effect, with a thin white line inside the red border.

defense costs and legal fees, arising from any and all lawsuits, demands, or claims for personal injury, death, property damage, or other liability arising or claimed to arise from any act or omission of the Buyer or Seller in any way related to this Order or Products, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability, failure to comply with any applicable law, or other allegation of fault. To the extent the aforesaid obligation of the Buyer to so indemnify Seller is prohibited by the laws and statutes of the state(s) or province(s) where this Agreement is in effect, then the obligation created under this provision will, but only to the extent of such prohibition, be null and void. The remainder of the Buyer's indemnity obligations will remain in effect and be binding upon the parties.

Taxes: Seller's price, unless otherwise agreed, is fixed and does not include, and Seller is not responsible for, payment of any tax levied for sales, use, excise, value-added, goods and services, business (franchise or privilege) or any duties, charges or other such taxes.

Set-Off: All amounts that Buyer owes Seller under an Order will be due and payable according to the terms of the Order. Buyer may not set-off such amounts or any portion thereof, whether or not liquidated, against sums that Buyer asserts are due it or any of its affiliates under other transactions with Seller or any of its affiliates.

Non-Disclosure and Non-Use of Seller's Information: Buyer agrees that it will not disclose or make available to any third party any of Seller's data or other information pertaining to this Order without obtaining Seller's prior written consent.

Intellectual Property: Seller makes no express or implied representation or warranty that the Products will not infringe any patent, copyright or other intellectual property rights. Seller will make reasonable efforts to ensure that the Products will not infringe third party intellectual property rights. Buyer acknowledges the great value of goodwill associated with the name and trademarks of Seller, and the identification of the Products therewith. Buyer will not obscure, effect or permit the removal or alteration of any trademarks, copyright notices, patent numbers, serial numbers or the like affixed to any Product, related materials or packaging. All rights, title and interest in and to the designs, models, patterns, specifications, copyrights, patents, trade secrets, trademarks and other intellectual and industrial property in the Products, documentation and related materials will remain vested in Seller or its third party suppliers.

Export / Import: Buyer agrees that it will comply with all applicable import and export control laws and/or regulations, including without limitation those of the United States and/or other jurisdictions from which Products may be supplied or to which Products may be shipped. In no event will Buyer use, transfer, release, import, export or re-export Products in violation of such applicable laws and/or regulations.

Assignment: Buyer will not assign an Order or any portion thereof without the prior written consent of Seller.

Waiver: Failure by Seller to assert all or any of its rights upon any breach of an Order will not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor will any waiver be implied from the acceptance of any payment of service. No waiver of any right will extend to or affect any other right Seller may possess, nor will such waiver extend to any subsequent similar or dissimilar breach.

Severability: If any portion of these Terms is determined to be illegal, invalid or unenforceable for any reason, then such provision will be deemed stricken for purposes of the dispute in question and all other provisions will remain in full force and effect.

Compliance with Laws / Anti-Bribery: Seller and Buyer agree to comply with all applicable laws, regulations, codes and standards, including but not limited to those of the United States and other jurisdictions where the parties conduct business. Additionally, Buyer has not and will not offer, promise authorize or make, directly or indirectly, any payments (in money or any other item of value), contributions or gifts to any non-U.S. government agency, department official or government owned or controlled entity in order to obtain or retain business, or secure any other Improper business advantage, which would violate the U.S. Foreign Corrupt Practices Act and/or any other applicable anti-bribery laws.

Time Limitation to Bring Action: It is agreed that no suit or cause of action or other proceeding will be brought against either party more than 1 year after accrual of the cause of action or 1 year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract or any other legal theory.

Choice of Law Provision: In the event that Buyer is located in Canada, these Terms will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario, and will be treated, in all respects, as an Ontario contract. In the event that Buyer is located in Australia or New Zealand, these Terms will be governed by and construed in accordance with the laws in force in the State of New South Wales. In the event that Buyer is located in Europe, these Terms will be governed by and construed in accordance with the laws in force in The Netherlands. In the event that Buyer is located in the United States or any other part of the world other than Canada, Europe or Australia / New Zealand, these Terms will be governed by and construed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction of the courts of (a) the Province of Ontario (in cases where the Buyer is located in Canada), (b) the State of New South Wales (in cases where the Buyer is located in Australia or New Zealand), (c) The Netherlands (in cases where the Buyer is located in Europe and (d) the federal court in the State of Georgia (in cases where the Buyer is located in the United States or any other part of the world other than Canada, Europe or Australia / New Zealand), and in each case waive any objection relating to improper venue or forum non conveniens to the conduct of any proceeding in any such court.

The logo for Mueller, featuring the word "MUELLER" in a bold, black, sans-serif font, enclosed within a red rectangular border.

Batco, Inc.

P.O. Box 278
Parma, MI 49269
517 531-4455 Phone
517 531-3301 Fax

Quote

Date	Quote #
3/28/2023	E2315

BATCO@batcoinc.com

www.batcoinc.com

Name / Address
City of Allegan Jeff Morrie 691 Airway Dr Allegan, MI 49010

Ship To
City of Allegan Jeff Morrie 691 Airway Dr Allegan, MI 49010

Terms	Rep	FOB
Net 30	ALB	Parma, Mi.

Item	Description	Qty	Price	Total
Leak Fineder ST b...	LeakFinder-ST Includes: Base Unit, 2 out stations (B/W) 2 General Accelerometers, 2 Low Freq. Accelerometers, Connections Cables and Software w Hex Key		20,940.00	20,940.00T
Hydrophone Sens...	Hydrophone Sensors for LeakFinder ST		5,770.00	5,770.00T
Leak Tuner	Echologics Leak Tuner Includes: Handheld Display, Ground Mic, Headphones, Carry Case		5,730.00	5,730.00T

Subtotal	\$32,440.00
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P.O. No.	
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Sales Tax (0.0%)	\$0.00
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Signature _____

Total	\$32,440.00
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We Provide Free Training (within 350 Miles of Jackson, Mi)
For All Of Our When Delivered
Also Support And Consults (Toll Free)
Quote Good For 30 Days



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: April 24, 2023

SUBJECT: Purchase of additional water main pipe and fittings for the upcoming M-89 / Hubbard St. construction.

Action Requested: It is requested that the City Council approve the change order to the 23-0688 purchase order for the purchase additional water main replacement materials from EJ USA P.O. Box 644873, Pittsburgh, PA, 15264.

Background: Council approved P.O. 23-0688 on January 4, 2023, to purchase water main and other materials to replace the water main on Hubbard St. from Cedar to Walnut. These materials will be installed during the M-89 roundabout construction.

Due to the construction of the roundabout, approximately 85' of the 6" water main under Cedar St. between Hubbard and Trowbridge needs to be offset to meet EGLE separation requirements to storm basins and mains. Staff is recommending that the entire block of 6" water main be up sized to 8" during this project, the additional footage and installation would be at City expense. MDOT has asked that the city purchase additional 8" water main for several other offsets that will be required around the project, MDOT will reimburse the city for the main needed for the offsets due to project requirements.

Quote is for materials, does not include shipping due to long lead time of materials.

Attachment(s):

EJ quote
Amendment to P.O. 23-0688



Quotation

ejco.com

800 626 4653

Account Name City of Allegan
Ship to 112 Locust St, Allegan, MI, US, 49010
Bill to Attention Accounts Payable 231 Trowbridge St, Allegan, MI, US, 49010
Full Name
Business Phone
Email
Business Fax
Close Date 4/6/2023

Quote Number 00582787
Quote Name M-89 Ductile Additon
Created Date 4/6/2023
Expiration Date 5/6/2023
Prepared by Adam Gorney
Email adam.gorney@ejco.com
Phone
Fax

Quantity	Product N°	Description	Notes	Line Charge	Sales Price (USD)	Total Price (USD)
18	P20610521111	6 CL 52 TY & PE DIP STD CL AC/			29.11	523.98
864	P20810521111	8 CL 52 TY & PE DIP STD CL AC/			41.07	35484.48
18	P21210521111	12 CL 52 TY & PE DIP STD CL AC			64.71	1164.78
2	2200820	8" Resilient Wedge Gate Valve MJ 2" Operating Nut OL Domestic Hardware			1248.84	2497.68
2	85604566	8560 Screw Type 3 Piece Valve Box Set D Box: #4 Base, 30B Bottom, 26T Top, Water Cover, Black Asphaltic Coated			268.41	536.82

Subtotal 40207.74 USD
Grand Total 40207.74 USD

Notes and Comments ADD A DELIVERY FEE
1)CASTING SPECIFICATIONS MEET ASTM A-48 CL 35B REQUIREMENTS.
2)SALES TAX NOT INCLUDED.
3)ALL EJ PRODUCTS MADE IN THE USA.
4)QUOTE EXPIRES 30 DAYS AFTER BID DATE.
5)ANY QUESTIONS REGARDING PRICING PLEASE CONTACT YOUR SALES REP.

THANK YOU

Change Order

04/11/2023
09:56 AM

Purchase Order No **23-0688

Purchase Order Date 12/29/2022

Required Date

Ordered By DSweeris

Ship Via

Terms

None

Vendor 000334

Address EJ USA, INC./EAST JORDAN IRON WORKS
PO BOX 644873
PITTSBURGH, PA 15264

Ship To
Shipping Code
Contact
Address

PO Description Pipe for Hubbard St Walnut - M-89

Date	Description
04/11/2023	Changed PO 'poNumber' from '23-0688' to '**23-0688'.
04/11/2023	Changed PO 'amount' from '26,613.65' to '66,821.39'.
04/11/2023	<p>Changed PO 'comments' from '<Empty>' to 'City was asked to purchase piping materail for the replacement construction on Hubbard from M-89 to Walnut during the M-89 roundabout project. The lead time on the pipe materail would not fit the project construcion time of this project so the city was asked to purchase the materials ahead and have the contractor install during the constrution period. This expense is identified in the FY 24 CIP but because of the long lead time on the materials, they need to be purchased in FY 23, requireing a budget adjustement.</p> <p>Quote request was also sent to Municipal Pipe but they did not return a quote.</p> <p>P.O. amended to include 8" pipe needed to replace 6" water main on Cedar between Trowbridge and Hubbard.</p> <p>MDOT will be covering approximately 85' due to relocation of water main. MDOT has asked that the city purchase this pipe and additional for other water main offsets through out the project.</p> <p>Split will be 400' MDOT, 464' City</p> <p>'.</p>
04/11/2023	Changed PO 'userDefined1' from 'yes' to 'yes - FY24'.

04/11/2023	<p>Changed PO 'commentsLong' from 'City was asked to purchase piping materail for the replacement construction on Hubbard from M-89 to Walnut during the M-89 roundabout project. The lead time on the pipe materail would not fit the project construcion time of this project so the city was asked to purchase the materials ahead and have the contractor install during the constrution period. This expense is identified in the FY 24 CIP but because of the long lead time on the materials, they need to be purchased in FY 23, requireing a budget adjustment.</p> <p>Quote request was also sent to Municipal Pipe but they did not return a quote.</p> <p>' to 'City was asked to purchase piping materail for the replacement construction on Hubbard from M-89 to Walnut during the M-89 roundabout project. The lead time on the pipe materail would not fit the project construcion time of this project so the city was asked to purchase the materials ahead and have the contractor install during the constrution period. This expense is identified in the FY 24 CIP but because of the long lead time on the materials, they need to be purchased in FY 23, requireing a budget adjustment.</p> <p>Quote request was also sent to Municipal Pipe but they did not return a quote.</p> <p>P.O. amended to include 8" pipe needed to replace 6" water main on Cedar between Trowbridge and Hubbard.</p> <p>MDOT will be covering approximately 85' due to relocation of water main. MDOT has asked that the city purchase this pipe and additional for other water main offsets through out the project.</p> <p>Split will be 400' MDOT, 464' City</p> <p>'.</p>
04/11/2023	Changed PO 'changeOrderPostDate' from '01/01/0001' to '04/24/2023'.
04/11/2023	Added detail: (Desc: Additional pipe and fittings) (qty: 1) (price: 40,207.74) (amount: 40,207.74)
04/11/2023	Added dist: (debit gl: 590-571-97900-M4089HUB) (amount: 40,207.74)

Approved By _____

Date _____



City of Allegan
Water Utilities
269.686.1117
350 North Street
Allegan, MI 49010

MEMORANDUM

TO: Allegan City Council
FROM: Doug Sweeris, Water Utilities Director
REVIEWED BY: Joel Dye, City Manager
DATE: April 24, 2023

SUBJECT: Approve the purchase order for Dixon Engineering to perform project administration for the painting of the Western Water Tower.

Action Requested:

It is requested that the City Council approve the purchase order for Dixon Engineering, 1104 Third Ave., Lake Odessa, MI 48849 for engineering administration of the painting of the Western water tower for the amount of \$28,500.

Background:

Dixon has been Allegan's water storage tank engineer for many years. The Western water tower was last painted in 2009, this was an interior and exterior painting. The latest inspection from 2021 recommends the exterior of the tank be repainted and spot touch up on the interior. In addition to the painting of this tower, there will be other EGLE requirements updated at the other water towers. Dixon will provide engineering services from preparing the bidding document, bidding process, construction engineering to a final one-year warranty inspection.

Attachment(s):

Dixon engineering P.O.
Dixon engineering proposal
Dixon review of Western tank from August 2, 2021

04/12/2023



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

Purchase Requisition

Requested Date 04/11/2023

Purchase Requisition No 23-0705

Requested By DSweeris
Department 568

Preferred Vendor 002339
DIXON ENGINEERING, INC
Address 1104 THIRD AVE

Contract/Job #: LAKE ODESSA, MI 48849
Req. Description: Engineering services for Western Water tower painting

Qty.	Description	GL Number	Unit Price	Amount
1	Construction engineering Western tower	591-568-97900	28,500.00	28,500.00

yes - FY 24 **Total:** 28,500.00

Requested By: Doug Sweeris **Date** April 12, 2023

Finance Approval: _____ **Date** _____

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

Notes:

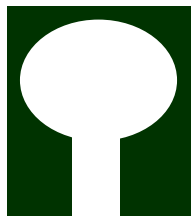
Engineering services to prepare the bidding documents, contracts, construction meetings, construction inspection and 1 year warranty inspection.

Bidding and painting is expected to happen in spring of 2024.

Summary of All Bids Received

Bidder Name

Bid Amount



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

**AGREEMENT BETWEEN OWNER AND DIXON
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of: _____ (“Effective date”) between **City of Allegan, Michigan** (“Owner”) and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the (“Owner”) and (“DIXON”) have executed this Agreement. The Owner’s Project, of which DIXON’s Services under this Agreement are a part, is generally identified as follows: **Technical Specifications, Bidding and Contract Documents, Preconstruction Meeting, Project Administration, Welding Observation, Exterior Coating Observation, and One (1) Year Exterior Warranty on the 250,000 Gallon Double Ellipse (West)** (“Project”).

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700-18®, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount of **\$28,500.**

Proposals / Agreement Signatures

Eric Binkowski, Project Manager

April 10, 2023

PROPOSED by DIXON (Not a contract until approved by Project Manager or Officer)

PROPOSAL DATE

CONTRACT APPROVED BY OWNER	POSITION	DATE
Co SIGNATURE (if required)	POSITION	DATE
AGREEMENT APPROVED by DIXON	POSITION	DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON’s and Owner’s representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Doug Sweeris

Address for Owner’s receipt of notices:

City of Allegan

350 North Street

Allegan, MI 49010

Email: dsweeris@cityofallegan.org

Designated Person: Eric Binkowski

Address for DIXON’s receipt of notices:

Dixon Engineering, Inc.

1104 Third Avenue

Lake Odessa, MI 48849

Email: ericbinkowski@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices be shall effective upon the date of receipt.

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

- A. Contract and Project Management (Basic) Services: EXHIBIT A Part 1
- B. Resident Project Representative (RPR): EXHIBIT A Part 1
- C. Other Services: Services beyond the scope of Exhibit A are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

- A. EXHIBITS Included:
 - 1. EXHIBIT A, DIXON's Services and Owner's Responsibilities.
 - 2. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
 - 3. EXHIBIT C, Attachments C-1, and C-2.
 - 4. EXHIBIT E, Electronic Documents Protocol (EDP).
 - 5. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
 - 6. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:
 - 1. EXHIBIT B, Antenna Services to be performed by DIXON or Owner.
 - 2. EXHIBIT J, Special Provisions. Services added at/before Effective date (included in original Agreement sometimes referred to as an Addendum).
 - 3. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS D, F, and H from EJCDC merged with other EXHIBITS or not used.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

9.01 Survival:

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Successors, Assigns, and Beneficiaries:

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON's Certifications:

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES

Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties: DIXON shall provide Contract and Project Management (BASIC) Services, and Resident Project Representative (RPR).

DIXON has combined the six construction project phases into four phases: Design or Technical Specification Phase, Contract Document and Bidding Phase, Construction Phase, and Post Construction Phase. We then included DIXON's Basic Services, RPR Services, and Owner's responsibilities for each respective phase.

PART 1

A1.01 Design Phase – Technical Specifications:

A. Basic Services:

1. In preparing the Technical Specifications, use Design, Bid, Build Project Strategy.
2. DIXON shall prepare Technical Specifications and Drawings to include:
 - a. Additions to General Conditions of Construction Contract relevant to coating projects.
 - b. Specifications and Drawings for Health, Safety and Structural Repairs if any.
 - c. Specifications for Coating Repair or Replacement.
3. Advise Owner of additional reports, data, information, or services which may be necessary, and assist Owner in obtaining such materials.
4. Furnish two review copies of the Design Phase documents, to Owner, and review those documents with Owner.
5. After receipt, the Owner shall review the Design Phase documents and submit to DIXON any comments regarding the furnished items within two weeks of receipt or as mutually agreed.
6. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
7. In response to Owner's comments, as appropriate, make revisions and furnish to Owner one electronic copy of the revised Design Phase documents.
8. DIXON's services under the Design Phase will be considered complete on the date when DIXON has delivered to the Owner the revised Technical Specifications.

B. Design Phase – RPR Services–None

C. Design Phase – Owner's Responsibility:

1. Provide DIXON with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints-and upon DIXON's request, obtain, and furnish, such additional Project-related information and data as is reasonably required to enable DIXON to complete its Services.
2. Give instructions to DIXON regarding Owner's procurement of construction services including instructions regarding Notice of Bids, Information for Bidders, Owner's construction contract practices and requirements, insurance and bonding requirements, requirements for electronic transmittals during construction, other information necessary for the finalization of Owner's bidding-related documents, and Construction Contract Documents.
3. Owner shall be responsible for all requirements and instructions that it furnishes to DIXON pursuant to this Agreement. DIXON may use and rely upon such requirements, materials, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

A1.02 Bidding and Contract Document Phase:

A. Basic Services:

1. Provide technical criteria and file applications for permits for approvals of governmental authorities having jurisdiction to review or approve the design; and revise the Technical Specifications in response, as appropriate.

2. Include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, in electronic media or digital format. Any such protocols shall be applicable to transmittals between and among Owner, DIXON, and Contractor during the Construction Phase and Post-Construction Phase.
 3. Prepare and submit to Owner for compliance with local state and municipal requirements:
 - a. Section 00 00 00 Notice to Bidders.
 - b. Section 00 24 00 Project Summary.
 - c. Section 00 21 13 Instructions to Bidders.
 - d. Section 00 22 13 General Conditions as modified by DIXON. EJCDC C-700-18. If Owner elects to use their own documents, then supply Additions to General Conditions.
 - e. Section 00 73 00 Supplemental Conditions to include insurance requirements furnished by Owner.
 - f. Section 00 52 00 Bid/Agreement Form as modified by DIXON.
 - g. Section 00 53 00 Schedule of Values Form.
 4. Furnish for review by Owner, its legal counsel, insurance and other advisors, the draft bidding-related Bid Documents and review them with Owner. The Owner shall submit to DIXON any comments regarding the furnished items, and any instructions for revisions.
 5. Revise the final Bid Documents and Specifications in accordance with comments and instructions from the Owner, as appropriate, and submit one electronic copy of revised documents to Owner.
 6. Direct mail advertisements to Contractors who have been prequalified, as capable and responsive by DIXON.
 7. Issue assembled Bid Documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor charges for the issued documents. Document Fees: charges will be retained as a printing, handling, and/or shipping fee.
 8. Send Bid Documents to selected Builders Exchanges and Dodge Reports.
 9. Address all written submitted questions, by letter or clarifying Addendum as appropriate to all Bidders and Agencies (Builders Exchange and Dodge Reports) identified as having received original documents from DIXON.
 10. Review the bids submitted to the Owner and recommend an award in writing based on lowest responsible and responsive bidder.
 11. If Owner agrees, issue Notice of Award to recommended Bidder.
 12. Review bonds and insurance submitted by selected Contractor solely as to compliance with insurance amounts and that bonds are of the format required. Insurance and Bonds are forwarded to the Owner for full review by their Insurance Consultant.
 13. Furnish Owner and Contractor the Contract Documents for signatures and distribution. (One signed copy to Owner, one to Contractor and one to DIXON).
 14. Furnish Owner with completed Notice to Proceed to sign and forward to the Contractor.
 15. The Bidding and Contract Documents Phase will be considered complete upon issuance of Notice to Proceed.
- B. Bidding and Contract Document Phase-RPR Services-None.
- C. Bidding and Contract Documents Phase-Owner Responsibilities
1. Use, unaltered, the Contract Documents provided by DIXON when entering into an agreement with the Contractor. DIXON will not unreasonably withhold a request to alter the document. If Owner elects to use their own General Conditions, then they shall include DIXON's Additions to General Conditions, unaltered unless both parties agree to alteration.
 2. Place and pay for advertisement for Bids as required by local ordinances in appropriate publications, method of advertising is to be determined by the Owner.
 3. Attend and participate in the pre-bid conference if any.
Provide a place for the bid opening and open the Bids received.

4. Review Payment and Performance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney for legality and compliance with required indemnification, subrogation, amounts and all other insurance matters.
5. Sign and forward to the Contractor the Notice to Award and Notice to Proceed. These Notices will be supplied to the Owner by DIXON.

A1.03 Construction Phase:

A. Basic Services:

1. DIXON will consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700-18 Standard General Conditions of the Construction Contract.
2. All of Owner's instructions to Contractor will be issued through DIXON, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
3. Engineer or RPR has authority to Stop Work if Engineer or RPR questions the quality of Work or rejects the Work, or if there (in the sole opinion of Engineer or RPR) a potential for creating an environmental contamination.
4. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
5. Duration of Construction Phase: The Construction Phase will terminate upon written recommendation by DIXON for final payment to Contractors.

B. RPR Services for Maintenance of Existing Structures

1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
3. Hold Point General:
 - a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
4. Hold Point Weld/Modifications- Observe, Record, Report, and:
 - a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e., undercut, negative reinforcement, non-fusion, etc.).
5. Hold Point Coating Exterior - Observe, Record, Report, and:
 - a. Verify test area for high /low pressure water blast cleaning (HPWC) /(LPWC) meets or exceeds minimum specified standard.
 - b. HPWC/LPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11) or abrasive blast cleaning.
 - c. Abrasive blast cleaning prior to primer application.
 - d. Spot power tool, feathering, and compliance with specifications.
 - e. Spot prime coat prior to application of the epoxy intermediate coat.
 - f. Prime coat prior to application of the epoxy intermediate coat.
 - g. Epoxy intermediate coat prior to application of the urethane intermediate coat.
 - h. Urethane intermediate coat prior to application of the topcoat.
 - i. Topcoat for compliance with specifications.
 - j. Check foundations coating for compliance with specifications.
 - k. Application of the lettering/logo for thoroughness, dimensions (visual only) and aesthetic appearance in accordance with specification requirements, and to verify no damage occurred during lettering.

6. Hold Point Project Finalization:
 - a. Review all repairs not installed until after coating.
 - b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
 - c. Observe the installation of screens, light bulbs, etc.
 - d. Observe Site for restoration to pre-project conditions.
 - e. Formulate a punch list of items to complete.
 - f. Finalize the project to ensure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.
- C. Construction Phase - Owner's Responsibilities:
 1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
 2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 3. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of DIXON in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on DIXON, then Owner shall compensate DIXON for any related increases in the cost to provide Construction Phase services.

A1.04 Post Construction Phase:

- A. Basic Services:
 1. One Year Warranty Observation - Exterior only:
 - a. Inspect exterior surfaces to determine extent of paint intactness and quantify any damages or any item which fails to meet warranty requirements of prior paint contract.
 - b. Prepare and submit a letter report (2 copies) documenting all items found that meet or fail to meet warranty requirements and recommendations for repair.
- B. Post Construction Phase - Owner's Responsibilities:
 1. Warranty Observation - Exterior only:
 - a. Provide scheduling for mutually agreeable inspection date.
 - b. Provide access to DIXON personnel to all areas scheduled for inspection.
 - c. Provide insurance for Owner's personnel. They are not covered by DIXON's insurance.

A2.01 ADDITIONAL SERVICES

- A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.
 1. All additional requested services and associated fees shall be documented by Exhibit K, Contract Amendment signed by both parties.

BASIS OF FEES, INVOICING AND PAYMENT

General Provisions of Article 4 of the Agreement has been moved to this EXHIBIT C:

Part 1 BASIS OF FEES

C1.00 Owner's Responsibility:

- A. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR), Post Construction Observation and Additional Services as detailed below and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

C1.01 Basis:

- A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
- C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

C1.02 Methods of Rate Calculation and Definitions including Limitations:

- A. Standard Hourly Rate (SHR) Method:
 - 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase 3 Construction, Basic, and RPR services, and for Additional Services during all phases.
 - a. Overtime rates apply to over 40 hours worked between Monday and Friday.
 - b. Overtime rates apply for all hours worked on weekends and holidays.
 - c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
 - 2. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
 - 3. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
 - a. The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
 - b. The estimator then calculates Reimbursable Expenses based on the same criteria.
 - c. Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- A. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services. The Lump Sum Method fee charged by DIXON constitutes full and completed compensation for DIXON's services including labor costs, overhead, and profit, and reimbursable expenses.
- B. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.
 - 1. DIXON may use a Lump Sum for the entire project.
- D. Unit Price (UP) Method: Can be considered individual Lump Sum amounts. Reimbursable expenses are calculated and included in the Unit Price methods.
 - 1. The Unit Price Method is used when DIXON completes Hold Point Observations, Project Progress or Preconstruction Meetings, known, controlled portions of the Contract and unknown Post Construction (Additional Services).

2. Exhibit J Amendment: If Amendment changes Scope of Services, then Additional Services may be negotiated Lump Sum or Standard Hourly Rate Method.
2. Exhibit B Antennas: LS, UP, or SHR or Combination per Exhibit K based on type of services.
3. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
4. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.
- E. Not every Method of Rate Calculation may be used in this or any Contract, but every contract may be amended by using Exhibit K. If additional Work proposed in Exhibit K involves a different Method of Rate Calculation, it will be clearly defined herein.

C1.03 Definitions including Limitations:

- A. Basic Services to be performed are identified as Basic Services in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the SHR method. These services are contracted services and thus are prior authorized.
- B. RPR Services contractually agreed services per Exhibit A or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often a Contract for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services some services are Basic to every contract such as Preconstruction Meeting and review of Final Pay Request. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed, and thus Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A. These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum to Agreement is required. The calculation of fees is Work dependent and may be calculated by the SHR method, or Lump Sum or Unit Price.
- E. Antenna Services are defined in Exhibit B and authorized by Exhibit K – Antenna Addendum. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services (by addendum) and thus are prior authorized.

C1.04 Fees:

- A. Contracted Fees are detailed in this Exhibit C Attachment 1.
- B. Contingency Allowance Fees, if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced. Basic and/or RPR Fees may be increased to accomplish the same benefits of a Contingency Allowance.
- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Contract, is a Contractually agreed remedy for small violations or nonadherence of the Contract terms which

result in extra or unnecessary expenses to the Owner. The cost for these unnecessary expenses is not foreseen and cannot be calculated. They are the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Owner. These services generally do not require prior approval of Owner, because they are required in the administration of the Contract. Set-off fees are invoiced to the Owner, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.

1. A few examples of Set-off Fees are when the Owner has incurred extra charges or engineering costs related to:
 - a. Excessive submittal review,
 - b. Excessive evaluations of proposed substitutes,
 - c. Tests and inspections, or return Hold Point Observations to complete Field Work that were determined to be a failed inspection and,
 - d. Work is defective, requires correction or replacement including additional inspection costs.
2. Set-off is only used during the Construction and Post Construction Phases where additional Observation or engineering services are required to correct failed Work.

C1.05 Estimated Fee:

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
 1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Owner notice thereof, allowing Owner to consider its options, including suspension or termination of DIXON's services for Owner's Convenience. Upon notice, Owner and DIXON promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate DIXON's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Owner and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
 3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum requirements of these paragraphs are not negotiable. An RPR is a professional, and if he remains on Site, he is guaranteed the minimum number of hours. Negotiations may Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

- A. Attached to this Exhibit C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.
 1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of the first January 1 date past expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.

2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate by the same percentage increase as Standard Hourly Rates.
3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right to implement rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this Exhibit C and Attachments C-1 and C-2. DIXON will submit its invoices to Owner monthly. Invoices are due and payable within 30 days of receipt. Small monthly invoices may be held by DIXON only, for a month or more and combined.
- B. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- C. Failure to Pay: If Owner fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
 1. Amounts due DIXON will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.
- D. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- E. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by the Owner.

PART 3 SELECTION OF RPR SERVICES

C3.01 Hold Point Observations:

- A. The RPR travels to site to complete the observation and travels back to the Base Office. On-site time at a minimum is time to complete the observation and to complete a report.

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Twenty-Eight Thousand, Five Hundred Dollars, \$28,500** and summarized as follows:

Schedule of Values				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.01-Technical Specifications			\$6,000	Lump Sum
A1.02-Bidding and Contract Documents			\$1,000	Lump Sum
A1.03-Preconstruction Meeting			\$1,400	Unit Price
A1.03-Other Defined Basic Services - Project Administration			\$2,500	Lump Sum
A1.03-RPR Services Weld	1	\$1,300	\$1,300	Unit Price
A1.03-RPR Critical Phase Coating	12	\$1,150	\$13,800	Unit Price
A1.04-Warranty Observation			\$2,500	Lump Sum
Total			\$28,500	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.

STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$400.00	
Officer/Associate	\$200.00	
Project Manager	\$187.00	\$281.00
Engineer	\$193.00	\$229.00
CWI Welding RPR	\$187.00-\$206.00	\$281.00-\$308.00
DIXON Level 3 or NACE Certified Level 3 RPR	\$130.00-\$171.00	\$195.00-\$256.00
DIXON Level 2 or NACE Level 2 RPR	\$118.00-\$149.00	\$176.00-\$223.00
DIXON Level 1 or NACE Level 1 RPR	\$106.00-\$129.00	\$158.00-\$193.00
Contract Support Staff	\$135.00-\$165.00	\$204.00-\$248.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging	\$158.00 per diem	\$148.00 per diem
Meals	\$62.00 per diem	\$57.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2023 (Revised: 9/8/2022)

EXHIBIT E: Agreement Between
Owner and DIXON

ELECTRONIC DOCUMENTS PROTOCOL (EDP)

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. Following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

E1.01 Electronic Documents Protocol

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
1. Basic Requirements
 - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
 - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
 - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
 - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications.
 - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
 2. System Infrastructure for Electronic Document Exchange
 - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.
 - d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
 - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of the contract.

- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
 - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
 - 1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
 - 2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

EXHIBIT E ATTACHMENT 1: Agreement Between
Owner and DIXON

SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLSX	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
Key				
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader.			
DWG	Autodesk® AutoCAD. dwg format.			
DOCX	Microsoft® Word. docx format.			
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.			

**GENERAL PROVISIONS AND RELATED CONDITIONS FROM AGREEMENT OR
EXHIBITS**

GP1.00 Time for Completion:

- A. The Effective Date of the Task Order and the times for completing services will be stated in each Task Order.
- B. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services and the rates and amounts of DIXON's compensation shall be adjusted equitably in accordance with the succeeding year's Exhibit C Attachment 1 and 2.
- C. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
- D. The Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- E. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

GP1.01 Opinions of Probable Construction Cost:

- A. DIXON's opinions (if any) of probable Construction Cost are to be made on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or verbally by DIXON.

GP1.02 Standards of Performance and Limitations of Authority of DIXON with Owner and Owner's Contractor:

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual conflict of interest arises or is identified.
 - 1. DIXON and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided DIXON under this Agreement.
- C. Technical accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON/Owner/or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- D. Reliance on Others: Subject to the Standard of Care set forth above in Paragraph GP1.02. A, DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.
- E. DIXON will make visits to the Site at intervals appropriate to the various stages of construction as DIXON deems necessary to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, DIXON, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents.
- F. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible:
 1. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor or
 2. the safety precautions and programs incident thereto,
 3. or security or safety at the Project site, nor
 4. for any failure of a Constructor's furnishing and performing of its work.
 5. DIXON shall not be responsible for the acts or omissions of any Constructor or
 6. for Constructor's compliance with Laws and Regulations.
- G. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services, nor assumes responsibilities for Contractor's failure to furnish material and provide the Work in accordance with Owner/Contractor Agreement.
- H. DIXON shall not be responsible for any decisions made regarding the construction Agreement requirements, or any application, interpretation, clarification, or modification of the construction Agreement documents other than those made by DIXON or its consultants.
- I. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or (4) providing legal advice or representation.
- J. DIXON shall not be required to sign any document, no matter by whom requested, that would result in DIXON having to certify, guarantee, or warrant conditions whose existence DIXON cannot ascertain within the authorized scope of DIXON's services. The Owner agrees not to make resolution of any dispute with DIXON or payment of any amount due to DIXON in any way contingent upon DIXON signing any such document.
- K. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

GP1.03 Use of Documents:

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not. NOTE: A delayed project may require revisions of the Bid Documents.
 - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project.
 - 2. DIXON grants Owner a limited license to use the Documents on the Specific Project.
 - 3. Owner shall not use, reuse, or modify the Documents without written verification, completion, or adaptation by DIXON. If Owner reuses or modifies documents without authorization, Owner shall indemnify and defend DIXON from any liabilities that result from the reuse.
 - 4. The limited license to the Owner shall not create any rights in third parties.

GP1.04 Records Retention:

- A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Task Order. Upon Owner's request, DIXON shall provide a copy of any such item to Owner at cost.

GP1.05 Suspension and Termination:

- A. Suspension:
 - 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to DIXON.
 - 2. By DIXON: DIXON may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
 - 3. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Task Order.
 - 4. A suspension under a specific Task Order, whether by Owner or DIXON, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.
- B. Termination for Cause – Main Agreement: The obligation to provide further services under this Agreement may be terminated.
 - 1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - 2. By DIXON:
 - a. Upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - b. DIXON shall have no liability to the Owner on account of either such termination. This Agreement will not terminate; however, if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof.
 - 3. For convenience, by Owner effective upon DIXON's receipt of notice from Owner.
- C. Termination for Cause – Task Order:
 - 1. Either party may terminate a Task Order for cause upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph GP1.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such

notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph GP1.05. B.1, DIXON may terminate a Task Order for cause upon 7 days' written notice:
 - a. If Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional.
 - b. If DIXON's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond DIXON's control: or
 - c. As the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern.
 3. DIXON will have no liability to the Owner on account of any termination by DIXON for cause.
- D. Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.
- E. Payments Upon Termination:
1. In the event of termination by Owner or by DIXON for cause, DIXON shall be entitled to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
 2. The scheduled time between Contract Award and the physical start of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension."

GP1.06 Controlling Law and Compliance with Laws and Regulations:

- A. DIXON shall comply with all instructions of Owner, and all requirements of Contractor's or Owner's safety program that are applicable to DIXON's performance of services under this Agreement and that Owner provides to DIXON in writing, prior to the Effective Date; subject to the Standard of Care set forth in Paragraph GP1.02. A above, and to the extent compliance is not inconsistent with professional practice requirements.
- B. The following may be the basis for modifications to Owner's responsibilities or to DIXON's scope of services, times of performance, or compensation:
 1. Changes after the Effective Date to Laws and Regulations.
 2. The receipt by DIXON; of changes after the Effective Date, of Owner-provided written policies and procedures.
- C. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, and as modified by DIXON unless expressly indicated otherwise. If Owner supplied General Conditions are used, then DIXON supplied Additions shall also be used to the extent they do not conflict with Owner's.

GP1.07 Dispute Resolution:

- A. The Owner and DIXON agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking nonbinding mediation or exercising their rights at law.

- B. If negotiations fail then Owner and DIXON shall proceed to nonbinding mediation before a panel of three, one panel member selected by each party, and one mutually agreeable person. The only requirements are that neither party has any financial or relational control over any panel member. DIXON will select, based on expertise in dispute. (DIXON pays fees for their panel member, Owner pays fees of their member, and third member's fees are to be paid as directed by the panel, even though the panel's final dispute resolution is not accepted).
- C. After one trial mediation, unless an additional attempt is accepted by both parties either party may exercise their rights at law.

GP1.08 Environmental Condition of Site:

- A. Owner represents to DIXON that as of the Effective Date to the best of Owner's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern. For purposes of this Paragraph GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to Paragraph GP1.08. A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
 - 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 - 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.
 - 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
 - 4. Constituents of Concern in the Coating Industry – DIXON and Owner acknowledge that the coating industry may generate hazardous waste or Constituents of Concern (C of C) when removing old coatings, C of C may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be C of C but are considered Disclosed C of C.
- C. If DIXON Encounters or learns of an undisclosed Constituents of Concern at the Site, then DIXON shall notify Owner. State and Federal notifications, if required, are the responsibility of the Owner.
- D. Owner acknowledges that DIXON is performing professional services for Owner and that DIXON is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON's activities under this Agreement.

INSURANCE REQUIREMENTS AND LIABILITY CONCERNS

The Agreement is supplemented to include the following agreement of the parties:

IR1.00 Insurance:

- A. The limits of liability for the insurance required on this project are as follows:
- B. By DIXON:
 - 1. Workers' Compensation: Statutory
 - 2. Employer's Liability:
 - 1) Bodily injury, each accident \$1,000,000
 - 2) Bodily injury by disease, each employee \$1,000,000
 - 3) Bodily injury/disease, aggregate \$1,000,000
 - 3. General Liability:
 - 1) Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
 - 2) General Aggregate \$2,000,000
 - 4. Excess or Umbrella Liability:
 - 1) Per Occurrence \$5,000,000
 - 2) General Aggregate \$5,000,000
 - 5. Automobile Liability:
 - 1) Combined Single Limit (Bodily Injury and Property Damage): \$1,000,000
 - 6. Professional Liability:
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$2,000,000
- C. Additional Insured's: The following individuals or entities are to be listed on DIXON's general liability policies of insurance as additional insured's: Owner and other parties requested by Owner Electronic Data Transmittal Protocol within reason.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- E. DIXON shall deliver to the Owner certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of DIXON's services and at renewals thereafter during the life of the Agreement.
- F. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights, and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against DIXON or its Consultants. Owner and DIXON waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. The Owner shall take appropriate measures in other Project-related contracts to secure waivers of rights.
- G. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- H. At any time, Owner may request that DIXON or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Owner, and if commercially available, DIXON

shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit IR will be supplemented to incorporate this requirement.

I. Definitions:

1. Owner and Party 1 is Owner and Owner's officers, directors, membership, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
2. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR1.01 Limitation of Liability:

- A. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Owner and anyone claiming by, through, or under Owner shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement

IR1.02 Exclusion of Special, Incidental, Indirect, and Consequential Damages:

- A. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, DIXON and Party 2 shall not be liable for special, incidental, indirect, or consequential damages arising out of, or related to this Agreement or the Project, from any cause or causes, including but not limited to: damage to water supply or reduction in fire protection.

IR1.03 Percentage Share of Negligence:

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming under the other party for damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, DIXON, and all other negligent entities and individuals.

Dixon Engineering, Inc.

Maintenance Inspection
250,000 Gallon Double Ellipse
(West)

Allegan, Michigan

Inspection Performed: August 2, 2021
Reviewed by Joseph T. Hoban, P.E.: October 21, 2021

Dixon Engineering Inc.
1104 Third Ave. Lake Odessa, MI 48849

Phone (616) 374-3221
Fax (616) 374-7116
<http://www.dixonengineering.net>
dixon@dixonengineering.net

CONCLUSIONS:

1. The exterior coating is a urethane overcoat system. The coating is in good condition overall. Coating deterioration includes spot failures to the substrate and scratches to the intermediate coat. There are several coating failures on the legs, riser, and roof.
2. The wet interior coating is an epoxy system. The coating is in good condition overall. Below the high-water level coating deterioration includes spot failures to the substrate on the sidewall. Above the high-water level coating is deteriorating at the roof panels.

RECOMMENDATIONS (GENERAL AND IMMEDIATE WORK):

Annually inspect the roof vent, hatches, and any other health or security items on the structure. The work could be performed by in-house personnel or contracted as part of a regular maintenance program.

Schedule regular cleanings and inspections of the tank by an independent third party once every five years as recommended by AWWA.

1. Cut the vegetation encroaching on the tank to prevent damage. The work can be performed by in-house personnel or obtain a quote from a local landscaper.
2. Remove the soil from the leg foundations to prevent deterioration of the steel leg. The work can be performed by in-house personnel.
3. Request the antenna carrier move the microwave antenna away from the front of the way interior roof manway to provide a safe work space.

RECOMMENDATIONS (IMMEDIATE WORK TO MEET EGLE REQUIREMENTS):

EGLE may allow some of the required changes to be delayed until the next paint project. These items are listed as immediate work since they are currently out of compliance.

1. Replace the screen with a 24 mesh screen at the overflow pipe discharge to meet current EGLE requirements. The cost would be incidental to the next painting project or could be performed by in-house personnel.
2. Modify the overflow pipe discharge so it points downward to bring it into compliance with current EGLE requirements. Reinstall a flap gate or install a duck bill check valve at the discharge. The estimated cost is \$3,000.
3. Install deflector bars at the end of the fill/draw pipe in the wet interior to meet current EGLE requirements. The cost would be incidental to the next painting project.
4. Install a sample tap on the fill/draw pipe as required by the EGLE. The estimated cost is \$1,000.

5. Install a threaded coupling on the fill/draw pipe for a chemical feed line as required by the EGLE. The cost would be incidental to the next project.

RECOMMENDATIONS (WITH THE NEXT PAINT PROJECT):

Complete the recommended work in three years. The repairs and upgrades should be completed during the next major tank rehabilitation project when coating repairs are made.

1. High pressure water clean and overcoat the exterior with a urethane system. The estimated cost is \$100,000.
2. Install a suspended ring, impressed current cathodic protection system in the wet interior. The estimated cost is \$25,000.
3. Recoat the foundations to help prevent deterioration. The cost would be incidental to exterior painting.
4. Drill drainage holes in the balcony walkway. The cost would be incidental to exterior painting.
5. Install an opening in the balcony railing for access at the leg ladder. The estimated cost is \$5,000.
6. Install additional rigging couplings on the roof for temporary fall prevention of workers in the wet interior. The cost would be incidental to the next painting project.
7. Power tool clean and spot repaint the burns in the wet interior coating caused by exterior antenna welding. The cost is assumed to be the responsibility of the antenna owners.
8. Adjust the fall prevention device on the exterior leg ladder so it is centered on the ladder. The cost would be incidental to the next painting project.
9. Install a swing gate at the roof platform. The estimated cost is \$3,000.
10. Install a wet interior ladder that is equipped with a fall prevention device. The estimated cost is \$10,000.
11. Install a grated cover over the top of the riser. The estimated cost is \$4,000.

A DISCUSSION ON RESCUE AND RETRIEVAL OPERATIONS FROM ELEVATED STORAGE TANKS

Working on elevated water storage tanks is inherently dangerous. OSHA regulations give guidelines for the climbing on elevated structures. Contractors and Engineers/Consultants are responsible for their own employees, but even with safety training and proper equipment, accidents can occur. Most rescue squads are local or neighboring fire departments, with some departments having more experience than others. Water storage tanks are designed to store water and are not suited for rescue or retrieval convenience. We recommend that you meet with your local rescue personnel and draft a rescue plan. A copy of the plan should be kept at the tank and with the rescue crew.

OSHA does not require 30 inch manways or hatches, but for rescue purposes 30 inch openings would allow enough room for a rescue basket with an injured person on it to pass through. Smaller openings may not be sufficient for retrieval.

Rescue personnel would gain access to the injured person using the existing ladders while attached to fall prevention devices. If possible, the basket would be lowered through the riser and out the opening in the bottom. If needed, the rescue crew would work from the roof inside a handrail. A tripod would be used to attach a winch to the basket. If the basket cannot fit through the riser then it would need to be raised to the roof.

From the roof it is possible to lower the basket over the side to ground level, but that would require a very large winch and increased loading on the attachment point. On a rainy, windy, or snowy day, the objective would be to get rescue personnel off the roof as soon as possible, so lowering through the dry interior is preferred. A helicopter rescue would need to be performed if it is not possible to lower the rescue basket down the dry interior.

Upgrades intended to make a rescue easier are included in this report. Dixon recommends 30 inch manways or hatches where possible, and fall prevention devices on all ladders.

COST SUMMARY:

Exterior overcoat	\$100,000
Cathodic protection system	25,000
Balcony opening	5,000
Overflow discharge modification	3,000
Swing gate	3,000
Wet interior ladder	10,000
Sample tap	1,000
Riser grate	<u>4,000</u>
Sub Total	\$151,000
Engineering and Contingencies	<u>\$30,000</u>
Total	\$181,000

Note: Safety improvements optional and can be delayed. Best price for safety improvements would be obtained by including them with the next painting project.

INSPECTION:

On August 2, 2021, Dixon Engineering Inc. performed a maintenance inspection on the 250,000 gallon double ellipse (West Tank) elevated water storage tank owned by the City of Allegan, Michigan. Purposes of the inspection were to evaluate the interior and exterior coating's performance and life expectancy, assess the condition of metal surfaces and appurtenances, review safety and health aspects, and make budgetary recommendations for continued maintenance of the tank. All recommendations with budgeting estimates for repairs are incorporated in this report.

The inspection was performed by Kyle Lay, Engineering Technician. The inspector was assisted by Jesse Darnell, ROV Operator, and Ryan Szczepaniak, Staff Technician.

The wet interior inspection was completed with a remotely operated vehicle (ROV). Video of the inspection and still photos are included with this report. No cleaning was performed in the wet interior during the ROV inspection.

GENERAL INFORMATION:

The tank was built with an estimated height to low-water level of 98 feet. The original construction date is unknown.

CONDITIONS AND RECOMMENDATIONS:

EXTERIOR COATING CONDITIONS:

Information on file with DIXON indicates that the exterior was last painted in 2009. The exterior was pressure washed and spot power tool cleaned to SSPC-SP11 condition. The coating applied was a urethane system.

The riser and leg coating is in good condition with a few failures. Primary method of deterioration is spot failures to the substrate.

The bowl coating is in good condition with no failures. The bowl is covered with light mildew growth.

Coating on the top of the balcony is in good condition with several failures. Primary method of deterioration is spot failures to the substrate with rust undercutting.

The sidewall coating is in good condition with no failures. There is lettering that states "ALLEGAN" on the sidewall in one location. There is a Visit Downtown Allegan logo on the sidewall in one location.

The roof coating is in good condition with a few failures. Primary method of deterioration is scratches to the intermediate coat.

Good adhesion was noted on the ASTM X-cut test areas except at the roof topcoat where the adhesion was poor. If overcoating is not performed within the next two years additional adhesion testing should be performed.

EXTERIOR COATING RECOMMENDATIONS:

Budget to overcoat the exterior in three years. The typical overcoat frequency for modern urethane systems is fifteen years. There is always a risk in overcoating the exterior, but we have had several successful projects when performed in the timeframe noted. The risk of poor adhesion of the overcoat system gets higher as the existing system gets older. Current adhesion showed the existing coating would support an additional coating system.

The recommended procedure is to high pressure water clean (5,000-10,000 psi) the exterior to remove any poorly adhered coating and any contaminants. Coating failures to the substrate would be spot power tool cleaned to bare metal (SSPC-SP11) condition. All sharp edges would be feathered into the surrounding coating.

The coating system would consist of a spot prime coat on the bare metal, a full coat of epoxy, and followed by two full coats of urethane. The urethane system offers excellent abrasion resistance with high gloss and sheen retention. The expected life of this system is fifteen years. The system can be overcoated again in fifteen years, extending the total life of the coating to approximately forty-five years before total removal would be necessary. The tank would be removed from service during the coating project. This is necessary to reduce condensation on the tank's surface. Urethane coatings have a minimum temperature requirement for application and are sensitive to moisture during the curing process. If moisture is present during the curing process, the appearance will become cloudy with little or no gloss. The estimated cost is \$100,000.

WET INTERIOR COATING CONDITIONS:

Information on file with DIXON indicated the wet interior was last painted in 2009. The wet interior was abrasive blast cleaned to SSPC-SP10 near-white condition. The coating applied was an epoxy system.

The roof coating is in good condition with several failures. Primary method of deterioration is weld burns.

The sidewall coating is in good condition with only a few failures. Primary method of deterioration is spot failures to the substrate. There is no significant coating damage at the high-water level which would be the area most affected by ice movement.

The coating on the bowl is in good condition with no failures. The bowl was covered with approximately ¼ inch of sediment that limited the amount of surface visible with the ROV.

The riser was not inspected because the ROV cannot maneuver well in the tight space.

The surfaces below the normal operating water level are covered with mineral staining which does not affect the integrity of the coating system.

WET INTERIOR COATING RECOMMENDATIONS:

Power tool clean and spot repaint the burns in the wet interior coating caused by exterior antenna welding. The cost is assumed to be the responsibly of the antenna owners.

CATHODIC PROTECTION CONDITIONS:

There is no cathodic protection system in the wet interior. The tank does not have attachment clips installed for a future cathodic protection installation.

CATHODIC PROTECTION RECOMMENDATIONS:

Install an impressed current cathodic protection system with the next paint project. The system is designed with a horizontal ring configuration suspended into the lower one third of the tank and connected to the sidewall with a separate anode routed through the riser. This design is considered ice-free as formation of ice normally occurs at the high-water level and some along the sidewall. If the tank is operated in the upper half of its capacity, the probability of ice damage is very low. The anode used is a platinized niobium or titanium wire with a design life of approximately ten years. The system also incorporates copper/copper sulfate reference anodes.

The system is automatically controlled by monitoring the water-to-tank potential. It provides protection to the exposed steel surfaces. Cathodic protection operates by inhibiting galvanic cell corrosion where steel is exposed. The system creates an equipotential across the tank and drives the tank potential down to a point (-850 millivolts) where corrosion is essentially nonexistent. Only surfaces that are in contact with water are protected because water acts as the electrolyte for the circuit. Therefore, areas of the roof and upper sidewall are not protected by the system. The estimated cost is \$25,000.

PIT PIPING CONDITIONS:

There is a pit adjacent to the tank that contains piping and a valve. The pit has a metal hatch that is in good condition. The piping is in good condition. The coating on the piping is in good condition with minor failures.

SITE CONDITIONS:

There is vegetation encroachment at one of the legs.

SITE RECOMMENDATIONS:

Cut the vegetation encroaching on the tank to prevent damage. The work can be performed by in-house personnel or obtain a quote from a local landscaper.

FOUNDATION AND ANCHOR BOLT CONDITIONS:

The exposed concrete foundations are in good condition. There is no significant deterioration. The exposed foundations are coated. The coating is in good to fair condition with some erosion. There is soil on top of several of the legs.

There are anchor bolts evenly spaced around each leg. The anchor bolts are in good condition with no deterioration.

FOUNDATION AND ANCHOR BOLT RECOMMENDATIONS:

Remove the soil from the leg foundation to prevent deterioration of the steel leg. The work can be performed by in-house personnel

Recoat the exposed concrete with an epoxy coating system to help prevent deterioration. The cost would be incidental to exterior painting.

GROUT CONDITIONS:

The grout between the baseplate and the foundation is in good condition on the riser and in good condition on the legs with none damaged or missing.

BALCONY CONDITIONS:

The exterior balcony is a walkway with a railing that surrounds the sidewall. The balcony is in good condition overall. The balcony is 30 inches wide with a 36 inch high handrail. The handrail consists of crossbucks and a kick plate at the balcony floor. The balcony and railing do not conform to current OSHA requirements. The railing height is undersized.

The balcony does not contain enough drainage holes and water is ponding on the walkway.

There is not an opening in the balcony railing for leg ladder access. Personnel are required to climb from the ladder over the railing to access the balcony walkway.

BALCONY RECOMMENDATIONS:

Disclaimer:

OSHA currently requires railings to be 42 inches tall. Unless we feel balconies are unsafe, it is our opinion that if the balconies were built to code at the time of construction

including the railing height and style, they do not require replacement. Codes can change regularly making compliance expensive and impractical. However, it is our responsibility to inform you of this possible deficiency.

Drill holes in the balcony to drain water and prevent water from ponding on the top of the balcony. The cost would be incidental to exterior painting.

Install an opening at the balcony railing at the leg ladder connection and install a swing gate. The opening allows the climber to transition from the ladder to the balcony without climbing over the railing. The estimated cost is \$5,000.

ROOF HANDRAIL, PAINTER'S RAILING, AND ROOF RIGGING CONDITIONS:

There is a handrail on the roof surrounding the roof hatches and the vent. The handrail is in good condition. The handrail is being used for antenna mounting.

There is a painter's railing that surrounds the roof handrail. The painter's railing is in good condition.

There are not enough roof rigging couplings for safety and staging lines during wet interior coating work.

ROOF HANDRAIL, PAINTER'S RAILING, AND ROOF RIGGING RECOMMENDATIONS:

Install additional rigging couplings on the roof for fall prevention of workers in the wet interior. The couplings would allow a contractor working in the wet interior to be tied off to a fall prevention device at all times. The cost would be incidental to the next painting project.

ANTENNA CONDITIONS:

There are ten roof antennas and miscellaneous antenna equipment attached to the handrail. The antenna cable routing is in good condition and does not interfere with climbing or tank operations. The microwave dish antenna faces toward the wet manway. The roof handrail has been reinforced by the installation of stiffener angles welded to the roof. The stiffener angles have been painted with a greenish grey coating that does not match the existing tank color.

ANTENNA RECOMMENDATIONS:

Require the dish antenna to be relocated to a location away from in front of the wet interior roof manway. The RF exposure to those entering, exiting, or being stationed as a part of the Confined Space Entry team is unknown and at a minimum the City should be provided a report documenting the RF exposure at the manway if the antenna is to remain in its current location. Without that report or assurance that workers performing maintenance activities on the tank will not be exposed to RF radiation, our

recommendation is that the antenna should be moved higher or to the outside of the handrail.

The reinforcement stiffener angle should be painted with the same type and color of the existing coating on the rest of the tank.

SWAY ROD/BOWL SAFETY CONDITIONS:

There are sway rods and struts that connect between the legs. The rods are intended to keep the legs in alignment and are equipped with turnbuckles for adjusting tension. The sway rods and struts are in good condition. Because of the inaccessibility of the upper sway rods the tension could not be determined at every bay. However, based on the accessible bay at ground level it appears that the rods are in proper tension as designed.

There are riser tie rods that extend from each leg to the riser. The rods are bolted to welded lugs on the riser. The rods help keep the legs and riser in alignment. The riser tie rods are in good condition.

There are enough rigging couplings under the bowl for safety line attachments during exterior coating.

OVERFLOW PIPE CONDITIONS:

The overflow pipe exits the upper sidewall, extends along the sidewall, through the balcony, and down along a leg to ground. The overflow pipe discharge is at an angle. The end of the pipe is equipped with a screened flap gate that is in good condition but is oversized. The pipe discharges to a riprap. The air gap meets the required 12-24 inches. The discharge area is in good condition.

OVERFLOW PIPE RECOMMENDATIONS:

Immediately replace the oversized screen on the end of the overflow pipe to meet current EGLE regulations. The cost would be incidental to the next painting project or could be performed by in-house personnel.

Modify the overflow pipe discharge so it points downward to bring it into compliance with current EGLE requirements. Reinstall a flap gate or install a duck bill check valve at the discharge. The estimated cost is \$3,000.

HATCH AND MANWAY CONDITIONS:

There is a 30 inch diameter roof hatch to the wet interior that is in good condition. The hinged cover is in good condition. There is a handhold next to the hatch to aid the climber while entering and exiting the opening. The hatch was not secured. The hatch neck curb height meets the minimum height requirement of 4 inches. The hatch cover lip meets the minimum height requirement of 2 inches. A gasket was installed on the roof hatch curb by the inspection crew

There is a 36 inch diameter manway in the riser to the wet interior that is in good condition. The manway gasket showed no signs of leakage and the bolts are in good condition.

VENT CONDITIONS:

The roof vent is a pressure vacuum design that is in good condition. The pressure vacuum plate was found to be properly aligned. There is a large external screen intended to keep birds out and a smaller mesh screen on the interior intended to keep insects out. The screens are in good condition. There is a rain shield over the outer screen.

LADDER CONDITIONS:

The exterior leg ladder starts approximately 20 feet above the ground and extends up to the balcony. The ladder does not meet OSHA size requirements. The leg ladder is equipped with a cable-type fall prevention device that is in good condition. The fall prevention device is not centered. There is a vandal guard on the leg ladder that is in good condition.

There is a vertical exterior sidewall ladder that extends up to a roof knuckle step-off platform. The ladder meets OSHA size requirements. The ladder is equipped with a cable-type fall prevention device that is in good condition. The platform is in good condition. There are no chains or a swing gate at the opening in the platform railing. The fall prevention on the leg ladder is not centered on the ladder.

There is no ladder in the wet interior.

LADDER RECOMMENDATIONS:

Disclaimer:

Unless DIXON feels ladders are unsafe, it is our opinion that if they were built to code at the time of construction, they do not require replacement. The code changed three times in the late 80's and early 90's and it seems excessive to replace ladders each time.

However, it is our responsibility to inform you of this possible deficiency.

Adjust the fall prevention device on the leg ladder so that the cable is centered on the ladder.

Install a swing gate at the roof platform. The estimated cost is \$3,000.

Install a ladder in the wet interior from the roof to the bowl that is equipped with a fall prevention device. The estimated cost is \$10,000.

FILL/DRAW PIPE CONDITIONS:

The fill/draw pipe stubs in the bottom of the riser and could not be inspected with the ROV. A review of the photos from the 2016 maintenance inspection show that the end of the pipe is open and does not have a deflector plate or bars.

There is no sample tap on the fill/draw pipe.

There is not a threaded coupling on the fill/draw pipe for future attachment of a chemical feed line.

FILL/DRAW PIPE RECOMMENDATIONS:

Install deflector bars at the end of the fill/draw pipe in the wet interior to meet current EGLE requirements. The cost would be incidental to the next painting project.

Install a sample tap on the fill/draw pipe as required by the EGLE. The estimated cost is \$1,000.

Install a threaded coupling for a chemical feed line on the fill/draw pipe to meet current EGLE requirements. The work would be incidental to the next project.

MUD VALVE CONDITIONS:

There is a mud valve located in the bottom of the riser to aid in removal of sediment during inspections and routine maintenance. The mud valve was not operated during the inspection.

WET INTERIOR SAFETY CONDITIONS:

There is no grate over or handrail around the riser opening.

WET INTERIOR SAFETY RECOMMENDATIONS:

Install a grated cover over the top of the riser with a hinged opening for access. The grate will prevent personnel from falling through the riser opening. The hinged access will allow for inspection of riser during maintenance inspections. The estimated cost is \$4,000.

WET INTERIOR METAL CONDITIONS:

The steel structure is in good condition overall. No significant pitting was observed at the coating failures on the roof and sidewall.

There is a stiffener located at the upper sidewall. The stiffener is in good condition.

DIXON ENGINEERING, INC.
STEEL TANK FIELD INSPECTION REPORT
LEGGED TANK

DATE: August 2, 2021

OWNER: City of Allegan

CLIENT CODE: 22-03-03-02

TANK NAME: West Tank

LOCATION: Address: 190 Western Ave.

City: Allegan

State: Michigan

TANK SIZE: Capacity: 250,000 gallons

Diameter: 40 feet (measured)

Bottom (LWL): 98 feet (count rungs)

Sidewall height from the balcony to top of wall: 15 feet 5 inches

CONSTRUCTION: Welded

Type: Double ellipse

YEAR CONSTRUCTED: Unknown

MANUFACTURER: CB&I

CONTRACT NUMBER: Unknown

USE: Potable water and fire protection

Coating information below is from: Dixon specification/project

COATING HISTORY	<u>EXTERIOR</u>	<u>WET INTERIOR</u>
YEAR COATED	<u>2009</u>	<u>2009</u>
CONTRACTOR	<u>MC Sandblasting</u>	<u>MC Sandblasting</u>
SYSTEM	<u>Urethane</u>	<u>3 Coat Epoxy</u>
SURFACE PREPARATION	<u>SSPC-SP11</u>	<u>SSPC-SP10</u>
MANUFACTURER	<u>Tnemec</u>	<u>Tnemec</u>
HEAVY METAL COATING SAMPLES	<u>No</u>	<u>No</u>
HEAVY METAL BEARING	<u>No</u>	<u>No</u>

PERSONNEL: Lead inspector Kyle Lay

Crew member Ryan Szczepaniak, ROV operator Jesse Darnell

METHOD OF INSPECTION: ROV

SITE CONDITIONS

Fenced: **No**

Site large enough for contractor's equipment: **Yes**

Control building: **No**

Antenna control site: **Yes**

Number: **1**

Type: **Building**

Location: **Adjacent to tank**

Would antenna sites interfere with containment: **Yes**

Power lines within 50 feet: **Yes (estimated distance 25 feet)**

Are power lines attached to the structure: **No**

Would power lines interfere with containment: **No**

Site drainage: **Away from tank**

Indications of underground leakage: **No**

Shrub, tree, etc. encroachment: **Yes**

Rubbing on the tank: **No**

Would there be interference with future containment: **Yes**

EXPOSED PIPING

Location: **Adjacent to tank (in pit)**

Condition of structure: **Good**

Structure is: **Wet**

Pump present: **No**

Drain line present: **No**

Cover condition: **Good**

Locked: **No**

Pipe coating condition: **Good**

Describe coating: **Rust bleedthrough**

Condition of metal: **Good**

FOUNDATION

Riser:

Foundation exposed: **Yes**

Exposed height: **3-6 inches**

Exposed foundation condition: **Good**

Damage or deterioration: **No**

Foundation coated: **Yes**

Coating condition: **Poor**

Type of baseplate gap filler: **Grout**

Condition: **Good**

Amount missing: **0 feet**

FOUNDATION

Undermining of foundation: **No**

Legs:

Foundations exposed: **Yes**

Exposed height: **0-2 inches**

Exposed foundation condition: **Good**

Damage or deterioration: **No**

Foundation coated: **Yes**

Coating condition: **Good**

Type of baseplate gap filler: **Grout**

Condition: **Good**

Amount missing: **0 feet**

Undermining of foundation: **No**

EXTERIOR COATING

Legs:

Number: **6**

Type: **Tubular**

Dimensions: **30 inches**

Topcoat condition: **Good**

Previous system condition: **Good**

Describe coating: **Fading, spot coating failures to substrate**

Dry film thickness: **11-20 mils**

Adhesion: **4A**

Metal condition: **Good**

Riser:

Type: **Wet**

Diameter: **48 inches**

Topcoat condition: **Good**

Previous system condition: **Good**

Describe coating: **Spot coating failures to substrate**

Mildew growth: **Yes**

Dry film thickness: **11-24 mils**

Adhesion: **4A**

Metal condition: **Good**

Bottom shell steel thickness: **0.30 inches**

Riser comments: **Ten spot failures on south side, lower two panels**

EXTERIOR COATING

Bowl:

Topcoat condition: **Good**
Previous system condition: **Good**
Describe coating: **No significant coating deterioration**
Mildew growth: **Yes**
Metal condition: **Good**
Bowl comments: **Mildew growth is very light**

Sidewall:

Lettering: **Yes**
Number: **1 (east)**
Lettering content: **ALLEGAN**
Logo: **Yes**
Number: **1 (west)**
Describe logo: **Visit Downtown Allegan**
Topcoat condition: **Good**
Previous system condition: **Good**
Describe coating: **Fading**
Dry film thickness: **12-20 mils**
Adhesion: **4A**
Metal condition: **Good**

Roof:

Topcoat condition: **Good**
Previous system condition: **Good**
Describe coating: **Scratches to intermediate coat**
Adhesion: **1A, topcoat removed during the test**
Metal condition: **Good**

EXTERIOR APPURTENANCES

Riser Manway:

Size: **36 inches**
Cover attachment: **Bolts**
Metal condition: **Good**
Riser access comments: **No coating remains on the backside of the bolted flange**

EXTERIOR APPURTENANCES

Anchor Bolts:

Number of bolts per leg: 2

Diameter: 1¾ inches

Metal condition: Good

Number of riser bolts: 0

Bolt comments: Minor rust bleedthrough in threads

Overflow Pipe:

Diameter: 6 inches

Metal condition: Good

Discharge orientation: Angle

Screen condition: Good

Percent of screen open: 100

Mesh size: 3

Flap gate: Yes

Condition: Good

Air gap: Yes

Lowest part of discharge to the ground distance: 21 inches

Height to elbow: 31 inches

Overflow discharges to: Riprap

Condition: Good

Mud Valve:

Number: 1

Type: Shand & Jurs

Functioning properly: Not used during inspection

Metal condition: Good

Sample Tap:

N/A

Threaded Coupling (for chemical feed on the fill/draw pipe):

N/A

Leg Ladder:

Height to start of ladder: 20 feet

Toe clearance: Less than 7 inches

Width of rungs: Less than 16 inches

Thickness of rungs: 5/8 inch

Shape of rungs: Diamond

EXTERIOR APPURTENANCES

Metal condition: **Good**

Fall prevention device: **Yes**

Type: **Cable**

Function properly: **Yes**

Cage: **No**

Vandal guard: **Yes**

Condition: **Good**

Step off platform: **No**

Ladder comments: **Fall prevention device is not centered**

Struts and Rods:

Number of bays: **3**

Sway rod metal condition: **Good**

Loose rods: **No**

Strut metal condition: **Good**

Riser tie rod metal condition: **Good**

Connection to riser: **Welded lugs**

Bowl Rigging Couplings:

Number: **6**

Balcony:

Balcony width: **30 inches**

Railing height: **36 inches**

Midrail style: **Cross bucks**

Kickplate height: **4½ inches (above) and 4½ inches (below)**

Vertical post type: **Angle**

Size: **1½ x 2 inches**

Top rail type: **Angle**

Size: **1½ x 2 inches**

Diagonal type: **Plate**

Size: **1½ inches**

Opening for access: **No**

Coating condition: **Fair**

Describe coating: **Spot coating failures to substrate, rust undercutting**

Metal condition: **Good**

Evidence of water ponding: **Yes**

EXTERIOR APPURTENANCES

Antennas:

Roof number: **1 dish, 9 panels, 9 RRHs, 3 TMAs**

Attached to: **Handrail**

Balcony number: **0**

Leg number: **0**

Antenna or cable interference: **No**

Antenna comments: **Microwave dish faces directly at wet interior roof hatch**

Sidewall Ladder:

Design: **Fixed**

Metal condition: **Good**

Toe clearance: **7 inches or greater**

Width of rungs: **16+ inches**

Thickness of rungs: **¾ inch**

Shape of rungs: **Rebar**

Fall prevention device: **Yes**

Type: **Cable**

Function properly: **Yes**

Cage: **No**

Step-off Platform:

Dimensions: **38 x 96 inches**

Railing height: **46 inches**

Midrail height: **23 inches**

Kick plate height: **4 inches**

Opening for access: **Yes**

Size: **30 inches**

Handhold at opening: **Yes**

Opening security: **None**

Metal condition: **Good**

Roof Handrail:

Diameter: **18 feet**

Height: **42 inches**

Midrail height: **23 inches**

Kick plate height: **4 inches**

Vertical post type: **Angle**

Size: **2½ x 2½ inches**

Top rail type: **Angle**

EXTERIOR APPURTENANCES

Size: 2½ x 2½ inches

Midrail type: Angle

Size: 2½ x 2½ inches

Metal condition: Good

Roof handrail comments: Eight galvanized reinforcement kickers welded to handrail at vertical posts, painted with aluminum primer or zinc

Painter's Rail:

Diameter: 20 feet

Are butt welds at braces: Yes

Metal condition: Good

Roof Rigging Points:

Number: 7

Couplings covered: Yes

Covered with: Plugs

Metal condition: Good

Removable Cathodic Covers:

N/A

Wet Interior Roof Hatch:

Neck size: 30 inches

Distance from center of the tank (to outer edge): 11 feet 6 inches

Shape: Round

Handhold at opening: Yes

Curb height: 4 inches

Cover overlap: 2 inches

Gasket on neck curb: Yes (installed by Dixon)

Hatch security: None

Metal condition: Good

Bolted Ventilation Hatch:

N/A

Roof Vent:

Number: 1

Distance from center of the tank (to outer edge): At center

Type: Pressure-vacuum

EXTERIOR APPURTENANCES

Neck diameter: **16 inches**
Flange opening diameter: **30 inches**
Vertical expanded metal condition: **Good**
Interior screen condition: **Good**
 Mesh size: **24**
Rain shield: **Yes**
Pressure plate condition: **Good**
 Plate free to move: **Yes**
 Plate screened: **No**
Height of the lowest screen above the roof: **19 inches**
Metal condition: **Good**

Aviation Lights:

N/A

Electrical Components:

N/A

WET INTERIOR COATING

Roof:

Topcoat condition: **Good**
Primer coating condition: **Good**
Describe coating: **Weld burns**
Metal condition: **Good**
Lap seams: **Welded**
 Condition of lap seams: **Good**
Roof comments: **Eight areas with failed coating/weld burns related to the reinforcement kickers installed on the roof handrail**

Sidewall:

Topcoat condition: **Good**
Primer coating condition: **Good**
Describe coating: **Spot coating failures to substrate**
Mineral deposits: **Light**
Metal condition: **Good**
Previous pitting: **No**
Sidewall comments: **Twenty-five spot coating failures approximately 1/4-3/4 inch diameter**

WET INTERIOR COATING

Tank Bottom:

Type: **Bowl**

Topcoat condition: **Good**

Primer coating condition: **Good**

Describe coating: **No significant coating deterioration**

Mineral deposits: **Light**

Metal condition: **Good**

Sediment depth: **1/4 inch**

Riser:

Could not inspect with ROV

WET INTERIOR APPURTENANCES

Ladder:

N/A

Cathodic Protection:

N/A

Clips: **No**

Pressure fitting: **Yes**

Roof Stiffeners:

N/A

Sidewall Stiffeners:

Horizontal number: **1**

Location: **Top of sidewall**

Vertical stiffeners: **No**

Coating condition: **Good**

Metal condition: **Good**

Overflow Pipe Inlet:

Type: **Vortex break**

Metal condition: **Good**

Fill Pipe (could not inspect with ROV, information is from last inspection):

Diameter: **6 inches**

Height above riser floor: **24 inches**

Deflector over end: **No**

Metal condition: **Good**

WET INTERIOR APPURTENANCES

Separate Draw Pipe:

N/A

Mixer:

N/A

Riser Safety:

N/A

Field Inspection Report is prepared from the contractor's viewpoint. It contains information the contractor needs to prepare his bid for any repair or recoating. The engineer uses it to prepare the engineering report. Cost estimates are more accurate if the contractor's problems can be anticipated. While prepared from the contractor's viewpoint, the only intended beneficiary is the owner. These reports are completed with diligence, but the accuracy is not guaranteed. The contractor is still advised to visit the site.



250,000 gallon double ellipse (West) elevated water storage tank located in Allegan, Michigan.



1) The riser foundation is in good condition.



2) The riser grout is in good condition.

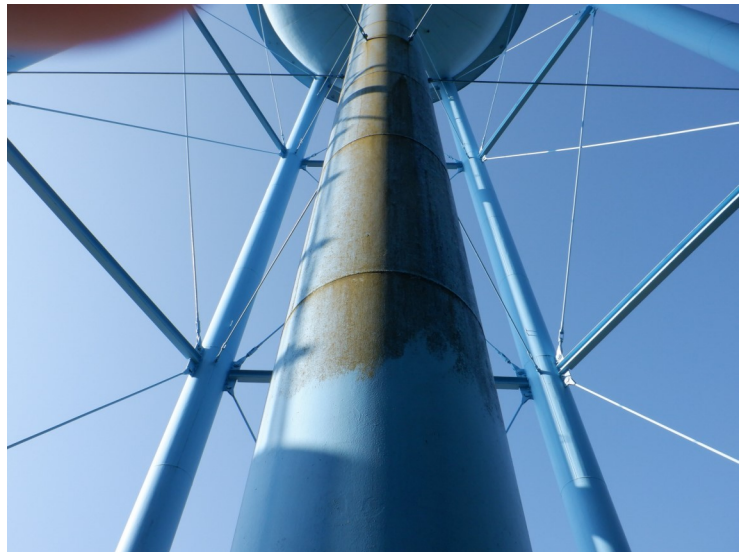


3) There is a mud valve in the riser that appears to be in good condition. The mud valve was not opened during the inspection.

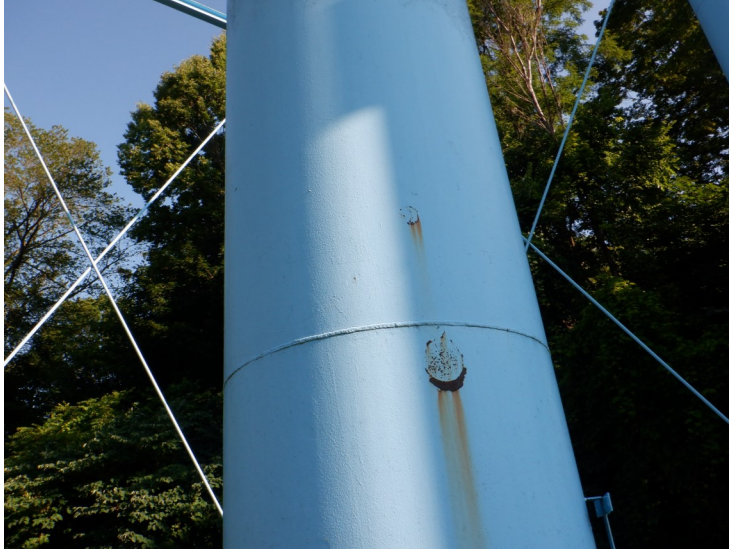


4) The riser manway is in good condition.

5) There is mildew growth on the riser.



6) The coating on the riser is in good condition overall.



7) Spot coating failures on the riser.

8) Same.



9) Coating failures on the manway.



10) The leg foundation is in good condition.

11) There is soil covering some of the leg foundations.



12) The leg grout is in good condition.



13) Typical leg anchor bolt is in good condition.



14) The overflow pipe is in good condition.



15) There is a screened flap gate at the discharge end of the overflow pipe that is in good condition.



16) The screen is in good condition but is oversized.

17) There is vegetation encroachment at one of the legs.



18) The leg ladder has a vandal guard.



19) The leg ladder is in good condition. The ladder is equipped with a fall prevention device. The fall prevention device is not centered.

20) The coating on the legs is in good condition overall.



21) Same.



22) Spot failures on the legs.

23) The struts are in good condition.



24) The sway rods are in good condition.



25) The riser rods are in good condition.



26) The coating on the bowl is in good condition.



27) Same.



28) There is no opening in the balcony railing at the leg ladder.

29) The coating on the balcony is in fair condition overall. There is evidence of water ponding on the balcony.

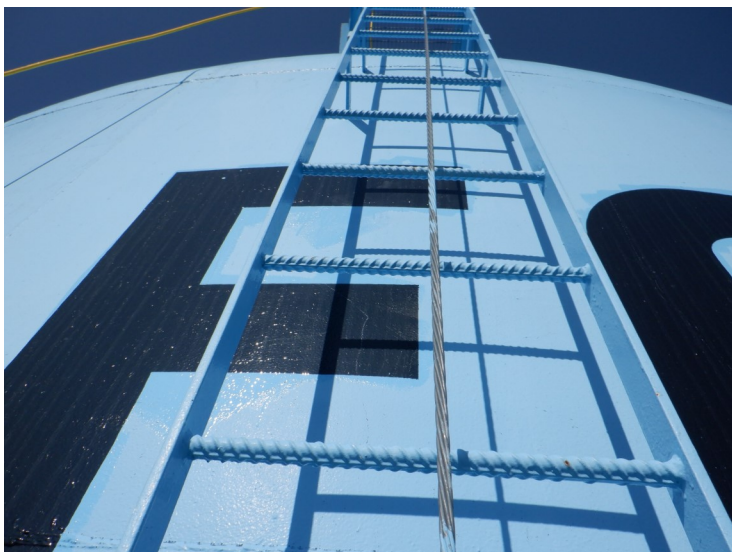


30) The coating on the sidewall is in good condition.



31) Same.

32) Same.



33) The sidewall ladder is in good condition. The ladder is equipped with a fall prevention device.

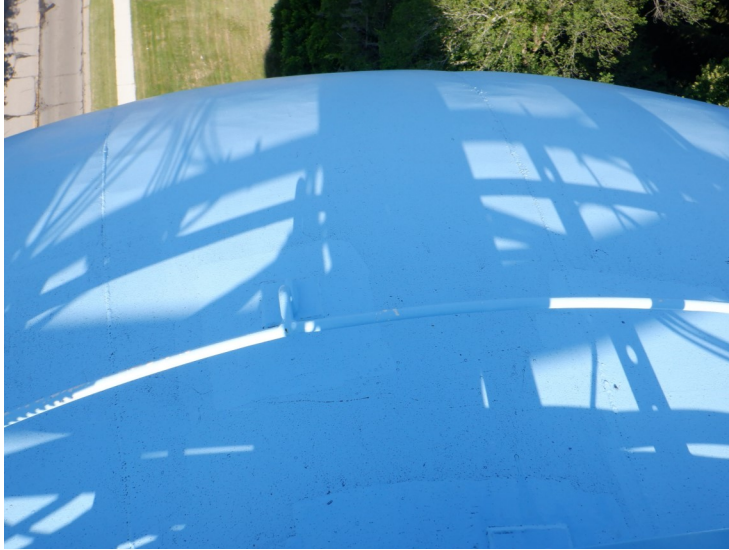


34) There is a step-off platform that is in good condition. There are no chains or a swing gate at the opening in the platform ladder.

35) The coating on the roof is in good condition overall.



36) Same.

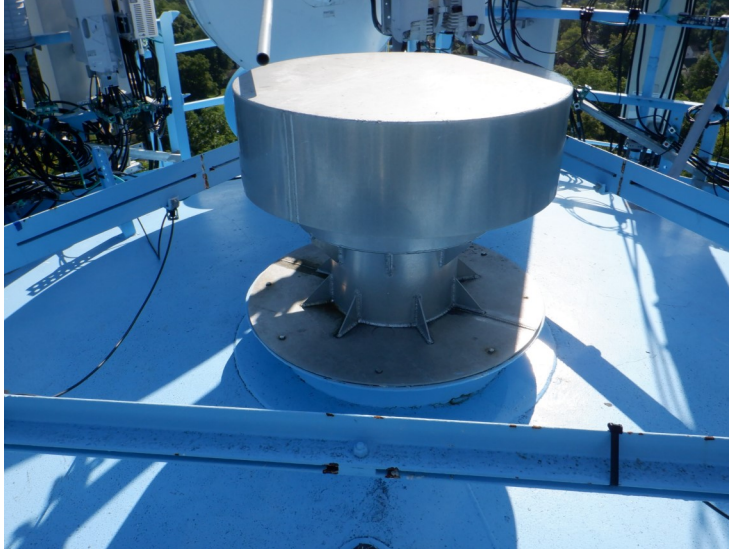


37) Same.

38) The painter's railing is in good condition.

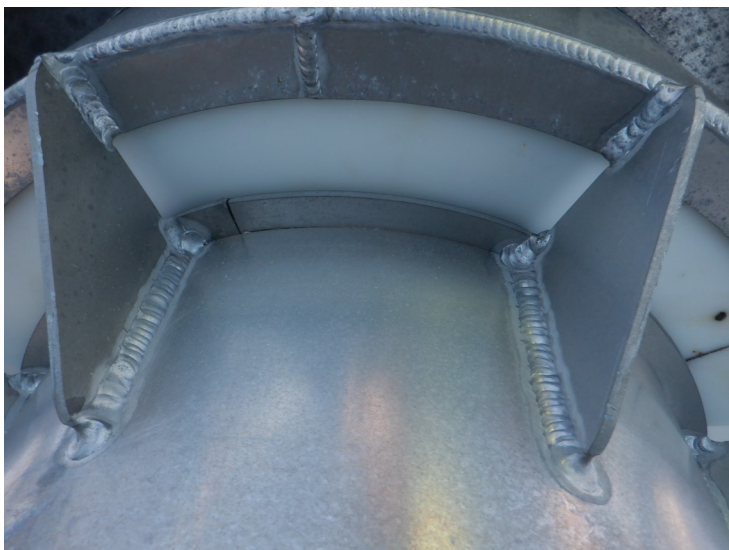
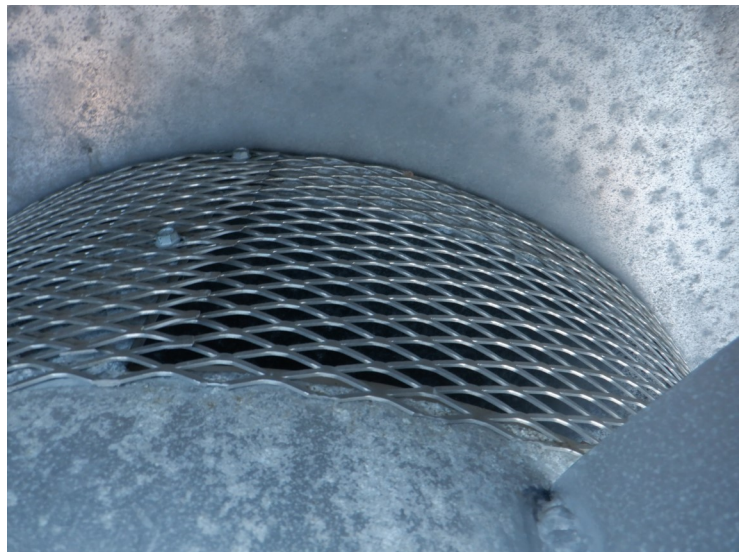


39) The roof handrail is in good condition. The reinforcement stiffeners are not painted to match existing tank color.

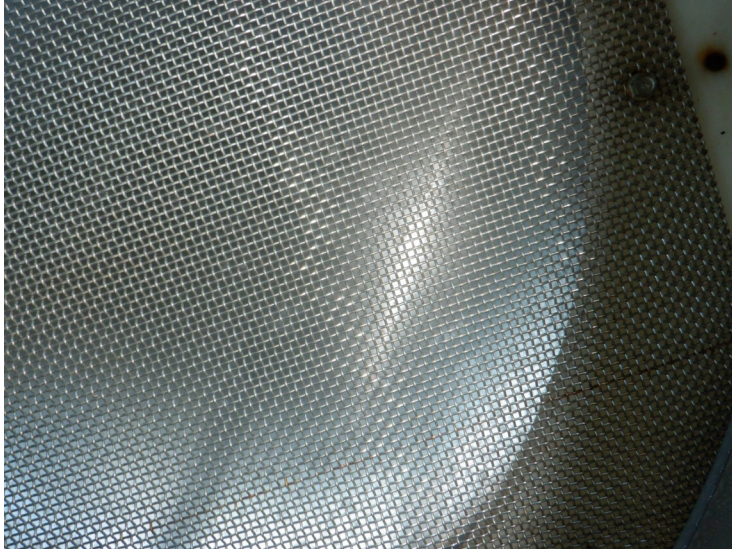


40) The roof vent is in good condition.

41) The vertical vent screen is in good condition.

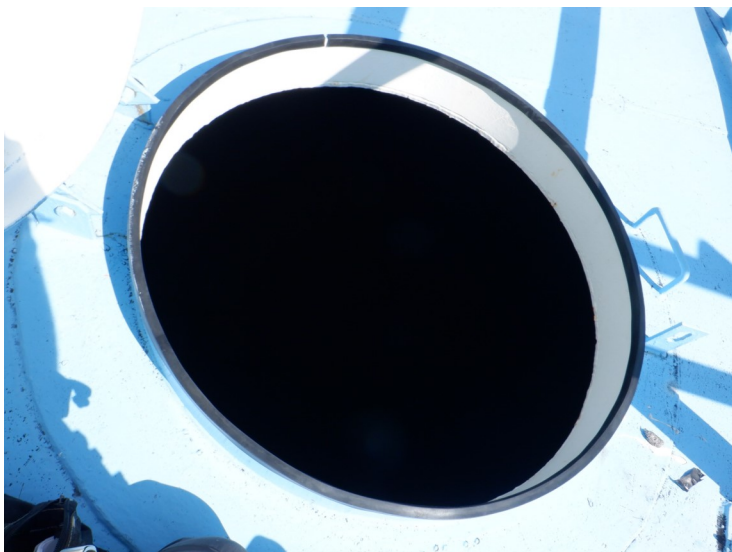
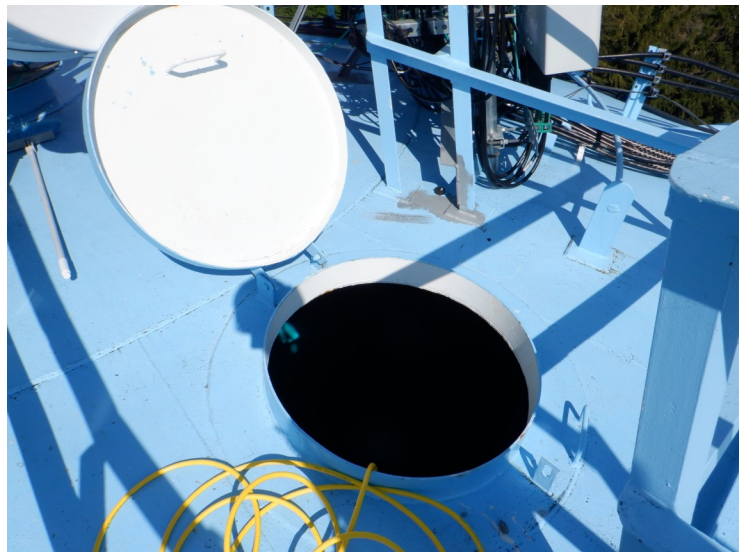


42) The pressure plate is in good condition.



43) The interior vent screen is in good condition.

44) The wet interior roof hatch is in good condition.

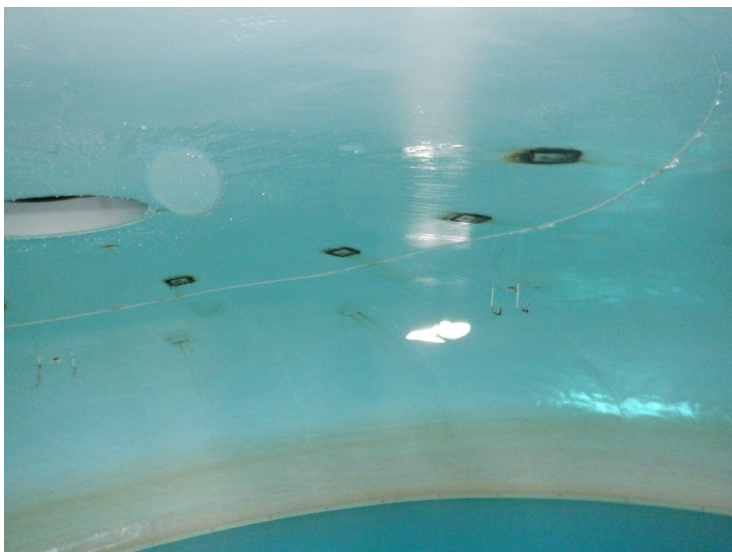


45) A gasket was installed on the roof hatch curb by the inspection crew.

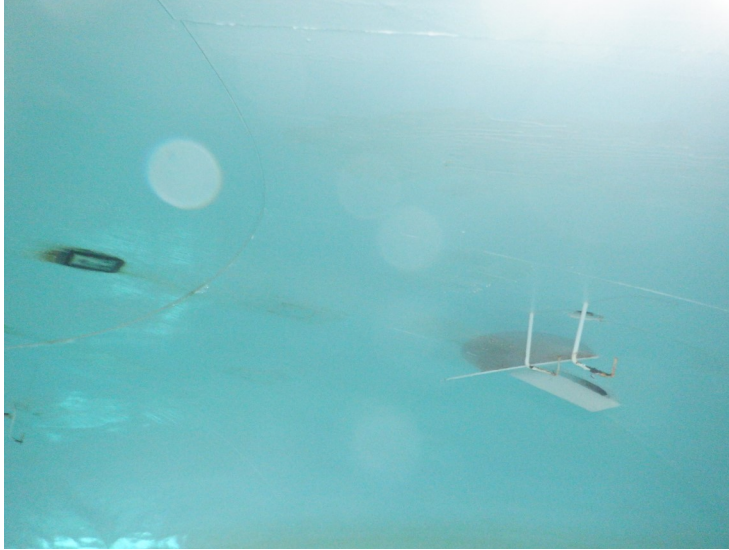


46) The coating on the roof is in good condition overall.

47) Same.



48) There are weld burns on the roof.



49) The overflow pipe is in good condition.

50) The coating on the sidewall is in good condition overall.



51) Same.



52) Spot coating failures on the sidewall.

53) Same.



54) The coating on the bowl is in good condition.



55) Same.

56) There is no grate over or handrail around the riser opening.

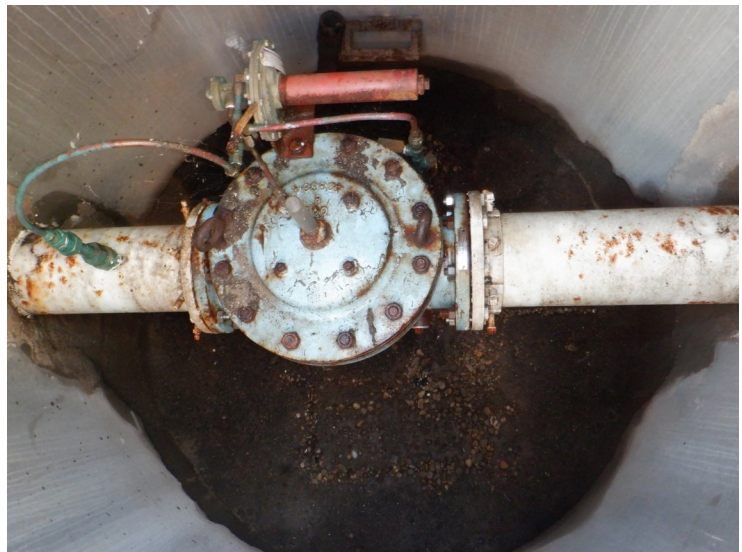


57) The bowl rigging couplings are in good condition.



58) There is a pit adjacent to the tank.

59) The coating on the piping is in good condition overall.



60) There is a microwave antenna located in front of the wet interior roof manway.



City of Allegan
Water Utilities
269.686.1117
350 North Street
Allegan, MI 49010

MEMORANDUM

TO: Allegan City Council
FROM: Doug Sweeris, Water Utilities Director
REVIEWED BY: Joel Dye, City Manager
DATE: April 24, 2023

SUBJECT: Source water (wellhead) logo for educational and promotional purposes.

Action Requested:

It is requested that the City Council review and approve the presented logo for source water protection.

Background:

Allegan's wellhead protection plan was developed in 2000 and was last updated in 2022. Allegan has routinely received source water grants from the state over the last several years. These are 50% match grants and have helped pay for updating the protection plan, draft language for a section in the zoning ordinance, purchase road signs, annual engineer consulting, and purchase materials to distribute to schools. This current year the grant submittal requested money to purchase specific educational and promotional items that were specific to Allegan. The items would provide information on source water protection through a web site or QR code on the items.

The source water committee has developed a logo, a hand with water dropping into it and a phrase "Protect (Y)our Drinking Water" to put on items. These items will include water bottles, stickers, coloring books/pages, and retractable banners that can be distributed or displayed during city events, parades, and other locations. The city is also working on a mascot that could make appearances at city events.

Attachment(s):

Source Water logo
Source water



City of Allegan
Water Utilities
269.686.1117
350 North Street
Allegan, MI 49010

Source water protection logo and QR code to web page





City of Allegan
Water Utilities
269.686.1117
350 North Street
Allegan, MI 49010

Source water mascot





City of Allegan
Water Utilities
269.686.1117
350 North Street
Allegan, MI 49010

MEMORANDUM

TO: Allegan City Council
FROM: Doug Sweeris, Water Utilities Director
REVIEWED BY: Joel Dye, City Manager
DATE: April 24, 2023

SUBJECT: Source water educational and promotional purchase plan.

Action Requested:

It is requested that the City Council review and approve the presented purchase plan for educational and promotional items to promote source water protection education.

Background:

Allegan's wellhead protection committee would like to purchase a couple of different styles of water bottles, retractable banner, and stickers printed with the source water protection logo and QR code to promote awareness and education of source water protection. The committee wants to develop a coloring page or book featuring the source water mascot and Allegan, all of these items would be distributed during city events such as parades and riverfront events. The purchase of a mascot uniform is also being researched. In addition to these promotional items, we are looking into a source water model that can be displayed during tours of the water plant or possibly brought to schools during water presentations.

The current EGLE grant for source water protection has a budget of \$15,000 with \$7,500 coming from the State grant and \$7,500 from the city as a match. This was broken down to \$3,000 for engineering service to administer the program and \$12,000 for educational and promotional items. EGLE has provided some guidelines as to which product expenses will be covered by the grant and requires that implementation costs (engineering) cannot exceed the cost of activities.

The staff is in the process of finding a vendor for the items mentioned, the committee has requested that the items purchased be made of recycled material if possible and that the items are recyclable themselves. Staff is proposing the following purchase plan for the promotional and educational items to distribute for source water protection awareness.



City of Allegan
Water Utilities
269.686.1117
350 North Street
Allegan, MI 49010

Item description	Qty.	Cost per each	Total cost
Water cycle model	1	\$2,000	\$2,000
Water bottle, pull top	1,500	\$1.50	\$2,250
Water bottle, aluminum	500	\$6.75	\$3,375
Stickers	5,000	\$0.19	\$950
Coloring page/book	5,000	\$0.50	\$2,500
Display banner	3	\$107.00	\$321
Mascot uniform	1	\$500	\$500
Total cost			\$11,896

Attachment(s):

Water cycle model example
Water bottle, pull top example
Water bottle, aluminum example
Sticker example
Coloring book example
Display banner example
Mascot example



Source water model



City of Allegan
Water Utilities
269.686.1117
350 North Street
Allegan, MI 49010



Product Details

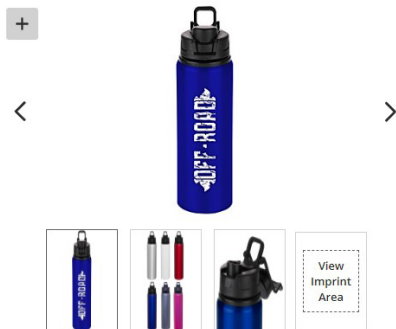
Materials & Features



- Bottle: Recycled #1 PET plastic
- Lid: #5 PP plastic with #4 LDPE plastic tip
- Closure: Screw-on lid with push/pull spout
- Finger grips design
- Capacity: 20 oz
- All parts BPA free
- Recycling: Bottle can be easily recycled in most areas, lid can not



Water bottle with pull top



Product Details

Materials & Features

[Request A Free Sample](#)

This reusable h2go® bottle is made from lightweight single-wall aluminum. The lid includes a carrying handle for added convenience.

- Your price includes a one-color wrap imprint on the bottle.
- Additional imprint colors available for an extra charge.
- Set-up charge: Add \$60 per color.
- Imported, logo applied in USA.
- Maximum number of imprint colors: 2
- Ready to ship in : 3 business days *

* Excludes art preparation time, applies only to orders of 2520 items or fewer with 1 imprint color(s) and 1 imprint location(s).



Water bottle aluminum



Item #127005-20

Refresh Clutch Water Bottle - 20 oz.

Get noticed with 4imprint Exclusive bottles personalized with your logo and are made of recycled material! [Read More...](#)



Select a Color:

28 color(s) to choose from!

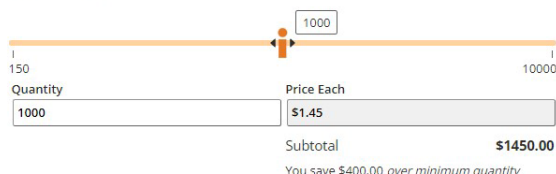


Product Color Selection: Translucent Blue / Translucent Blue

Bottle : ■ Translucent Blue Lid : ■ Translucent Blue

Choose Your Quantity:

Enter the quantity you'd like, or drag our orange 'I' to find a quantity and price that's best for you. (Patent 7,979,318)



Item #115226

h2go Surge Aluminum Bottle - 28 oz.

Increase your promotional flow with this imprinted water bottle! [Read More...](#)



Select a Color:

6 color(s) to choose from!

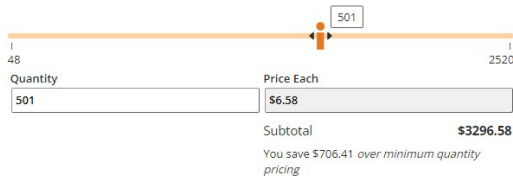


Product Color Selection: Blue

Bottle : ■ Blue Trim : ■ Black

Choose Your Quantity:

Enter the quantity you'd like, or drag our orange 'I' to find a quantity and price that's best for you. (Patent 7,979,318)





City of Allegan
Water Utilities
269.686.1117
350 North Street
Allegan, MI 49010

Product Details

[Request A Free Sample](#)

These vinyl decals can be attached to the front of storefronts, mirrors, displays or the top of counters! Your company's message will be the center of attention atop a clear or white decal.

- Your price includes a full-color imprint on the sticker.
- NO set-up charge!
- Assembled in USA.
- Ready to ship in : 5 business days *.

* Excludes art preparation time, applies only to orders of 1000 items or fewer.

Materials & Features

Item #3835-3-FC

Full Color Sticker - Circle - 3"

Carry your logo a-round on this custom imprinted sticker! [Read More...](#)

You get free set-up on this item!

★★★★★ [4 stars\(324\)](#)

Select a Color:

2 color(s) to choose from!

White Clear

Product Color Selection: Please select your color above

Sticker : ☐

Choose Your Quantity:

Enter the quantity you'd like, or drag our orange 'I' to find a quantity and price that's best for you. (Patent 7,979,318)

125 5000

Quantity Price Each

5000 \$0.19

Subtotal **\$950.00**

You save \$10900.00 over minimum quantity pricing

Sticker

Product Details

Create an eye-catching backdrop for any event with these custom banners!

- Your price includes a full color imprint on the banner.
- NO set-up charge!
- Assembled in USA.
- Ready to ship in : 2 business days *.

* Excludes art preparation time, applies only to orders of 9 items or fewer.

Materials & Features

Item #144500-33

Ideal Retractable Banner Display - 33-1/2"

Use these Ideal promoters to catch their attention! [Read More...](#)

You get free set-up on this item!

~~Original price: \$95.00 to \$149.00~~
Now on sale: \$89.00 to \$137.00 - Sale ends 6/3

★★★★★ [4 stars\(218\)](#)

Select a Color:

1 color(s) to choose from!

This item has one color option: Full Color / Silver

Banner : ☐ Hardware : ☐

Choose Your Quantity:

Enter the quantity you'd like, or drag our orange 'I' to find a quantity and price that's best for you. (Patent 7,979,318)

1 12

Quantity Price Each

3 \$107.00

Total **\$321.00**


You save \$90.00 over minimum quantity pricing

Banner display



City of Allegan
Water Utilities
269.686.1117
350 North Street
Allegan, MI 49010







Product Highlights



View Imprint Area

Product Details

Materials & Features





Request A Free Sample

A great addition to waiting rooms, restaurant tables, family health centers or classrooms for your little patrons to learn important lessons while having fun. Get the message across about the importance of water conservation to all ages while keeping patients and visitors entertained.

- Your price includes a one color imprint on the bottom front cover of the coloring book.
- Set-up charge: add \$30.
- Assembled in USA.
- Maximum number of imprint colors: 1
- Ready to ship in : 3 business days *

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MEMORANDUM

TO: Allegan City Council
FROM: Joel Dye, City Manager
REVIEWED BY: N/A
DATE: April 24, 2023

SUBJECT: Request to Approve the Draft Master Plan for the City of Allegan and begin the 42-day Public Commenting Period.

Action Requested:

It is requested that the City Council Approve the Draft Master Plan for the City of Allegan and begin the 42-day Public Commenting Period.

Background:

Over the past few years, the City of Allegan Planning Commission has been rewriting the City of Allegan Master Plan, which is a comprehensive guide for the physical development of the City of Allegan. Master Plans set forth a variety of visions on how a community shall develop and become a foundational document for the City's Zoning Ordinance which in turn prescribes the regulations for land use.

As you will see the Master Plan is divided into six (6) chapters and includes a review of existing conditions, the planning process, the establishment of a variety of goals, the establishment of a new future land use plan for the City of Allegan and an action plan to implement the goals. The plan is 75 pages in length and is stored on our website [here](#).

At their March 20, 2023, meeting, the Planning Commission approved the Draft Master Plan and directed staff to begin the public comment period. After that meeting, and a little more research, it was determined that the City Council must be the body that approves the beginning of the public comment period. The public comment period is 42 days long per state law, and staff and the Planning Commission will have a Public Open House to review the plan in addition to meeting with members of the public and council if requested during this public comment period.

Attachment(s):

DRAFT Master Plan for the City of Allegan



City of Allegan

MASTER PLAN 2023

*A comprehensive
guide for the physical
development of the
City of Allegan.*



ACKNOWLEDGEMENTS

This plan was prepared by City of Allegan staff under the direction of the City of Allegan Planning Commission and the Allegan City Council. A special thanks goes to all elected and appointed officials who volunteered their time to help guide the future of Allegan. Additionally, thanks must be given to all other City of Allegan boards and commissions for creating the plans and reports that informed this master plan, including the Downtown Development Authority, Economic Development Corporation, and Public Spaces Commission.

Our gratitude is also extended to all of the City of Allegan's partners who have shed light on the various planning themes covered within this report. The unique insights of the Allegan Conservation District and Lakeshore Advantage were integral in forming the goals stated herein.

Finally, this project would be incomplete without the voices of community members and other stakeholders. Thank you to all Allegan residents and business owners who have remained engaged community members and expressed their opinions through community surveys and public meetings.

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Teresa Galloway, Mayor
Roger Bird, Mayor Pro-Tem
Delora Andrus
Peter Hanse
Bill Morgan
Dave Redding
Mike Zeter

Planning Commission

Jason Watts, Chairperson
Alyssa Ramirez, Vice Chairperson
Teresa Galloway, Ex-Officio
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Julie Emmons
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Joel Dye, City Manager
Sarah Perrigo, City Manager Intern
Lori Castello, Zoning Administrator
Professional Code Inspections of Michigan, Inc.
Jason Derry, Zoning Administrator
Professional Code Inspections of Michigan, Inc.



FOREWORD

Over the past couple years, City of Allegan elected and appointed officials and staff have been working diligently to prepare this 2023 Master Plan for the Physical Development of the City of Allegan. Through in-depth research on existing conditions within the city, comprehension of the trends and needs within the community, gathering of public input from residents of the greater Allegan area, and extensive discussions between community stakeholders, the City aims to use this document as a policy guide to all physical development in the City of Allegan. This plan outlines the community's vision, goals, and strategies to lay the groundwork needed for deliberate, innovative, and responsible community growth.

This Master Plan for the Physical Development of the City of Allegan is divided into seven chapters with the intent of understanding where Allegan has been, and where City officials and community members envision Allegan going. **CHAPTER 1** provides an **introductory overview** of the location, character, opportunities of the City of Allegan. **CHAPTER 2** discusses the **existing conditions** of several City of Allegan aspects including demographics, housing, employment, education, public parks and recreational assets, environmental features, transportation, neighborhoods, and existing land use. After a discussion of the **planning process** in **CHAPTER 3**, these same topics are later revisited in **CHAPTER 4** where the **goals and visions** for the city's future development are laid out. The **land use maps** illustrated in **CHAPTER 5** will play an especially crucial role in the future development of Allegan as City officials use these zoning designations to define the neighborhood character and complementary uses permitted therein. Finally, **CHAPTER 6** presents the mechanisms and approaches to be used to **implement** the goals and visions held by the City of Allegan in their pursuit of community and economic growth and development.

While this plan endeavors to focus on the physical development of Allegan, it will serve as a blueprint, alongside other City of Allegan plans and policies, to create an inclusive and dynamic community culture **focused simultaneously** on **preserving the history and heritage** of the city while also **promoting progress and prosperity**.

Thank you for your interest and investment in the future of the City of Allegan!

Jason Watts
Chair

City of Allegan Planning Commission

TABLE OF CONTENTS

I. INTRODUCTION	1
II. EXISTING CONDITIONS	3
Demographics.....	4
Housing Stock.....	7
Economy.....	12
Education.....	14
Public Parks and Recreational Assets.....	16
Environmental Features and Quality.....	24
Transportation and Infrastructure.....	26
Neighborhood Designations and Conditions.....	29
Existing Land Use.....	33
III. PLANNING PROCESS	35
Public Engagement.....	35
Cooperative Partners.....	36
Plans and Reports Referenced.....	37
IV. PLANNING THEMES	39
Housing.....	39
Business Districts.....	43
Economy.....	48
Public Parks and Recreational Assets.....	50
Environmental Features and Quality.....	54
Transportation and Infrastructure.....	56
V. FUTURE LAND USE	59
Future Land Use Designations.....	59
VI. ACTION PLAN	63

TABLES, FIGURES, AND MAPS

TABLES

II. Existing Conditions 3

Table 2.01.	Total Population.....	4
Table 2.02.	Population by Age.....	5
Table 2.03.	Population by Race.....	6
Table 2.04.	Total Housing Units.....	7
Table 2.05.	Housing by Unit Configuration.....	8
Table 2.06.	Year Structure Built.....	9
Table 2.07.	Homes Values of Owner-Occupied Units.....	10
Table 2.08.	Median Rent by Year.....	11
Table 2.09.	Unemployment Levels.....	12
Table 2.10.	Median Household Income.....	12
Table 2.11.	Poverty Levels.....	12
Table 2.12.	Employment Share by Industry.....	13
Table 2.13.	Education Attainment.....	15
Table 2.14.	Land Use by Property Classifications; Vacancy Statuses.....	31

FIGURES

II. Existing Conditions 3

Figure 2.01.	Population Pyramid.....	5
Figure 2.02.	Population by Race.....	6

Figure 2.03.	Values of Owner-occupied Housing Units, 2020.....	10
Figure 2.04.	Median Rent by Year.....	11
Figure 2.05.	Land Use by Property Classification.....	31
Figure 2.06.	Vacancies by Property Classification.....	31

MAPS

II. Existing Conditions 3

Map 2.01.	Off-road Vehicle (ORV) Permitted and Prohibited Streets.....	22
Map 2.02.	Parks and Recreational Facilities Map.....	23
Map 2.03.	Canopy Cover Analysis Map.....	25
Map 2.04.	Water Distribution Map.....	27
Map 2.05.	Wastewater Recovery Map.....	28
Map 2.06.	Neighborhood Designations Map.....	32
Map 2.07.	Existing Land Use Map.....	34

IV. Planning Themes 39

Map 4.01.	Areas Targeted for Mixed-Density Development Map.....	43
Map 4.02.	Downtown Allegan Social District Map.....	45

V. Future Land Use 59

Map 5.01.	Future Land Use Map.....	62
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I. INTRODUCTION

Nestled on the banks of the Kalamazoo River, the charming and historic City of Allegan has tons to offer West Michigan. This chapter introduces the purpose of this 2023 Master Plan for the Physical Development of the City of Allegan and the planning themes covered within this document as authorized by the Michigan Planning Enabling Act of 2008.

The City of Allegan has a population of approximately 5,000; a small town, its 390 square mile primary trade area is made up of 43,000 year-round residents with an average annual income of \$71,300. Allegan is centrally located 20 miles northwest of Kalamazoo, 20 miles southeast of Holland, and 40 miles southwest of Grand Rapids. Allegan's history is tied to industry and manufacturing, and its largest private sector employer today is the Perrigo Company, a pharmaceutical manufacturer. In addition to industry, Allegan is the Allegan County seat, and its revitalized riverfront area and burgeoning downtown attracts locals and tourists seeking recreation and entertainment.

From its very beginning, the City of Allegan has continuously moved forward. From holding a pivotal place in the Southwest Michigan lumber industry to becoming the birthplace of one of the world's largest pharmaceutical companies, Allegan is no stranger to innovation and ambition. This proud legacy of enterprise and vision continues today with new employers and bold investment. It is the role of the City of Allegan to promote the aspirations of the community through municipal policies and incentives set forth in this plan, while still preserving the familiar culture and atmosphere of this historic town.



Looking south over Downtown Allegan in late summer. Source: cityofallegan.com



Riverfront Plaza splashpad. Source: cityofallegan.org

The 2023 City of Allegan Master Plan results from the hard work put in by many community members committed to the success of their city. In order to approach the future of the community in a comprehensive manner, City of Allegan staff, officials, and residents crafted visions for the housing, business districts, economy, culture and leisure, environment, and transportation and infrastructure that drive activity in the area. These goals will help guide the deliberate actions and intentions of the City as it continues its upward trajectory toward a physical development reflective of its progress and values.



Ascension Borgess Allegan Hospital. Source: healthcare.ascension.org



The Old Regent Theatre. Source: downtownallegan.com



Allegan County Fair. Source: allegancountyfair.com

II. EXISTING CONDITIONS

In order to plan strategically and insightfully for the future of the community, it's crucial to understand who we are today. Included in this section are discussions surrounding the following: demographics, housing stock, employment base and levels, educational opportunities, public parks and recreational assets, environmental features, transportation and infrastructure quality, neighborhood conditions, and existing land use regulations.

Understanding the strengths, opportunities, and needs of the City of Allegan's residents plays a crucial role in successfully planning for the physical development of the city. This section seeks to illustrate the characteristics of the City of Allegan's residents to properly anticipate future demand for land uses such as housing, public services, and infrastructure. The data presented in this section is selected from two sources: the U.S. Census Bureau Decennial Census and the American Community Survey 5-Year Estimates; the most current data available is presented for various data points and trends where appropriate.



City of Allegan community members. Source: cityofallegan.org

WHAT IS THE AMERICAN COMMUNITY SURVEY?

While most Americans are familiar with the Decennial Census that arrives every decade, many are far less knowledgeable about the Census Bureau's various tools for gathering data throughout those decades. The American Community Survey (ACS) is a commonly used resource for gathering data about different geographies, including cities such as Allegan. The ACS is a survey overseen by the Census Bureau that presents information about a wide variety of topics including social, economic, demographic, and housing characteristics of the U.S. population. It serves as an alternative, reliable source of demographic data for periods that the regular Decennial Census alone cannot adequately represent.

Demographics

The Decennial Census famously aims to count every individual American, striving for a sample size of 100% of the population each decade and ensuring that very little estimation must be done. In contrast, the 5-Year Estimates featured in this chapter are “period” estimates that represent data collected over a series of years. This method increases the statistical reliability of the data, especially for less populated geographies.

Much of Southwest Michigan is scattered with small, rural towns similar to Allegan. While the region boasts some larger population and economic hubs such as Grand Rapids, Holland, and Kalamazoo, there are many communities with populations less than 7,500 residents. These places offer a tight-knit, familiar atmosphere with many opportunities to become an engaged and involved community member.



City of Allegan community members. Source: cityofallegan.org

POPULATION AND AGE

As of 2020, the City of Allegan had just over 5,000 residents. The total population has stayed relatively stagnant over the past decade, seeing a 4.5% increase since 2010. This value is just over half of Allegan County’s total growth of 8.2% over the same time period, but still more than twice the State of Michigan’s 2.0% growth. The City’s apparent inability to attract new residents at rates equal to those of surrounding communities suggests a potential lack of feasibility or interest to do so. Given its quantity of vacant housing and lots, though, Allegan would likely benefit from finding new residents to fill those spatial gaps and contribute to the local economy.

Table 2.01. Total Population, City of Allegan.

	2010	2020	Change, 2010 to 2020	
			#	% Change
City of Allegan	4,998	5,222	+224	+4.5%
Allegan County, MI	111,408	120,502	+9,094	+8.2%
State of Michigan	9,883,640	10,077,331	+193,691	+2.0%

Source: U.S. Census Bureau, Decennial Census

While Allegan’s total population has stayed relatively steady, the same is not true for trends within defined age groups. Table 2.02 on the following page highlights the varying growth rates within the represented cohorts based on estimates provided by the American Community Survey. The age range with the largest share of Allegan’s population are those aged 20 to 29 years, comprising 20.3% of the community in 2020, while the age range with the smallest share of the total population are those aged 5 years and under at just 5.2%.

The City of Allegan has undergone a significant growth in residents between the ages of 5 to 39, with the largest increases between 5 to 9 years of age (+112%) and 20 to 29 years of age (+33.5%). Simultaneously, the City has experienced declining population numbers in residents over the age of 40, as well as under 5.

Table 2.02. Population Trends by Age, City of Allegan (2020).

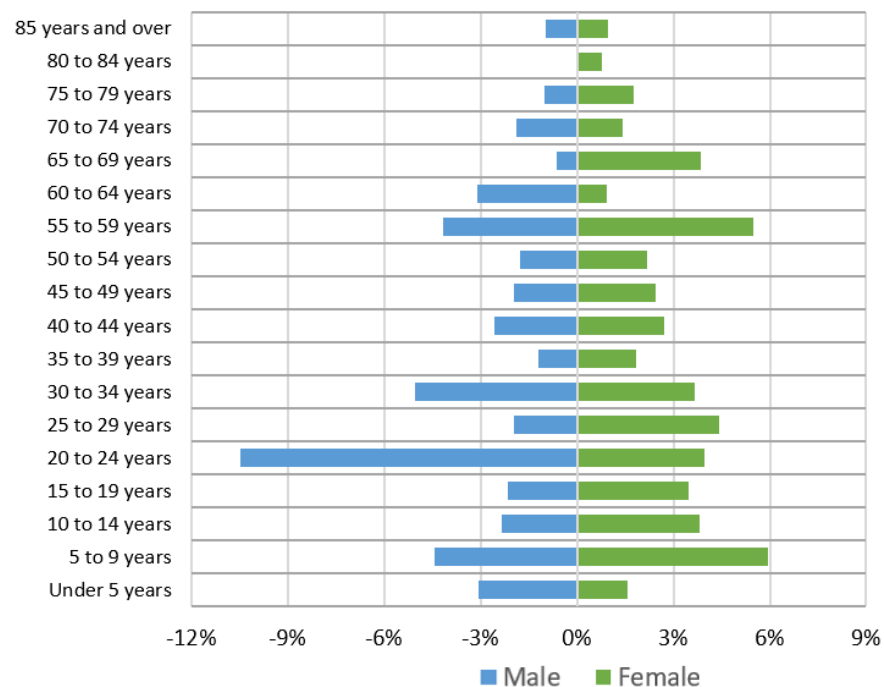
Age Range, in Years	2010		2020		Change, 2010 to 2020	
	#	% of Total	#	% of Total	#	% Change
5 and under	487	9.8%	261	5.2%	-226	-46.4%
5 to 9	264	5.3%	560	11.1%	+296	+112%
10 to 19	528	10.6%	606	12.0%	+78	+14.8%
20 to 29	765	15.3%	1,021	20.3%	+256	+33.5%
30 to 39	627	12.6%	710	14.1%	+83	+13.2%
40 to 49	641	12.9%	495	9.8%	-146	-22.8%
50 to 59	794	15.9%	693	13.8%	-101	-12.7%
60 and over	880	17.6%	690	13.7%	-190	-21.6%
Total Population	4,986	100%	5,036	100%	+50	+1.0%

Source: U.S. Census Bureau, Decennial Census

Between the data presented in Tables 2.01 and 2.02, Allegan experienced a near equal exchange of minors and young adults for infants and those middle aged and older. These unconventional trends within age groups will help to inform the city about the types of social, economic, and public services that are likely needed or desired by the community.

Figure 2.01 depicts the age distribution of the City of Allegan with a population pyramid in which male residents are represented with blue bars on the left and female residents with green bars on the right. Little difference exists between the population distributions of each gender, except for a spike in young males aged 20 to 24 years; This spike is not mirrored among females of the same age.

Figure 2.01. Population Pyramid, City of Allegan (2020).



Source: U.S. Census Bureau, Decennial Census

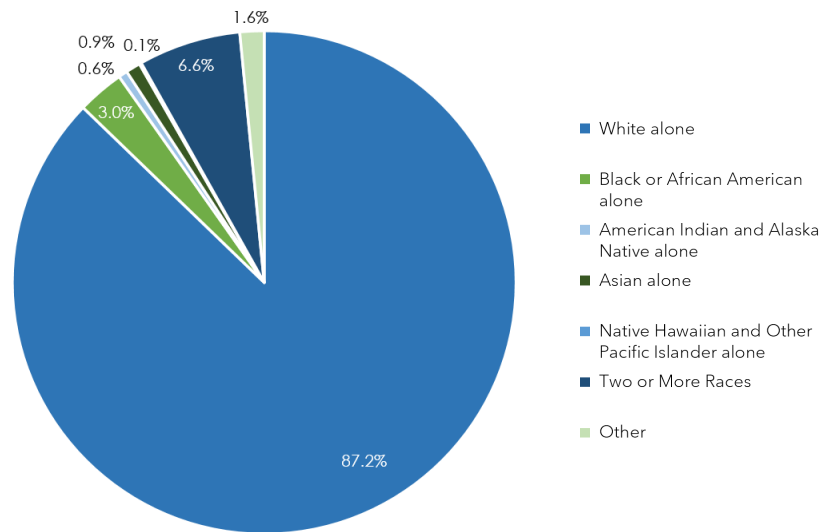
Many small Michigan towns have population pyramids heavily skewed toward old age, largely due to the nationwide trend in which many rural “baby boomers” stay in small, rural communities while younger residents leave for more densely populated cities. This trend, however, is seeing a gradual slowing as housing costs in major population centers outweigh what young people are able to pay and remote work has become popularized in the wake of the COVID-19 pandemic lockdown. Table 2.02 and Figure 2.01 suggest that, though the Allegan County Jail may skew the number of men aged 20 to 24 years, the City still trends younger than most rural communities—a testament to its pioneering of housing, employment, and entertainment opportunities.

Table 2.03. Population by Race, City of Allegan (2020).

Race	2010		2020		Change, 2010 to 2020	
	#	% of Total	#	% of Total	#	% Change
White alone	4,567	91.4%	4,555	87.2%	-12	-0.3%
Black or African American alone	215	4.3%	157	3.0%	-58	-27.0%
American Indian and Alaska Native alone	28	0.6%	30	0.6%	+2	+7.1%
Asian alone	40	0.8%	49	0.9%	+9	+22.5%
Native Hawaiian and Other Pacific Islander alone	0	0.0%	7	0.1%	+7	+100%
Two or More Races	26	0.5%	343	6.6%	+317	+1,219%
Some Other Race	122	2.4%	81	1.6%	-41	-33.6%
Total Population	4,998	100%	5,222	100%	+224	+4.5%

Source: US Census Bureau, Decennial Census

Figure 2.02. Population by Race, City of Allegan (2020).



RACE

Table 2.03 shows the City of Allegan's racial composition. While the City became more racially and ethnically diverse between 2010 and 2020, the majority of the population remains White Alone (87.2%). The city has experienced increases in American Indian and Alaska Native, Asian, and Native Hawaiian and Other Pacific Islander residents at growth rates of +7.1%, +22.5%, and +100%, respectively.

By far the largest increase in population, though, belongs to those identifying as Two or More Races, experiencing an increase of 317 residents (+1,219%). Conversely, the City's largest decreases come from those identifying as Black or African American alone at 58 residents (-27.0%) and Some Other Race at 41 residents (-33.6%). While

While many of these residents may certainly have left the City, it is likewise possible that many Decennial Census respondents who identified as Black or African American alone or Some Other Race in 2010 have since edited their answers to identify as biracial (Two or More Races) in 2020 in accordance with cultural changes relating to racial identity.

In the Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis completed as part of the City of Allegan Economic Development Plan, a lack of racial and cultural diversity within the city was listed as a weakness. Without a diverse backgrounds and experiences, community homogeneity can stifle innovation and social progress. The data presented in Table 2.03, however, suggests that the City may be slowly attracting the type of dynamic social composition deemed a necessity to combat a community weakness.

Housing Stock

A community's housing distribution heavily influences the number of residents that can reside within a given area and the types it is likely to attract and retain. As a historic West Michigan community, much of the housing stock within the City of Allegan is antiquated, having adopted the typical characteristics and symptoms of aging homes. The City currently maintains seven historic districts and eight historic sites, within which many types of alterations are subject to approval by the local Historic District Committee (HDC), whose role is guided by the State Historic Preservation Office (SHPO) to maintain the character and aesthetic of neighborhoods deemed historically significant. This section is intended to provide an overview of the housing stock currently available in the City of Allegan and discuss current occupancy and ownership rates.

OCCUPANCY

As of 2020, there are an estimated 1,840 housing units within the City boundaries (Table 2.04); Among these units, 93.6% are occupied.

The City's occupancy rate is somewhat higher than that of Allegan County (87.9%) and notably lower than the State of Michigan (99.4%). In 2010, however, these occupancy rates were far more similar with the City, County, and State at 89.2%, 85.0%, and 85.4%, respectively.

Several trends are illustrated by this data, many of which are likely products of the 2008 mortgage crisis and Michigan's gradual recovery thereafter:

1. While City and State housing stocks both increased by just 0.5% and 0.8% respectively, the County's increased by 4.8%, indicating a regional boom of new houses in West Michigan not necessarily felt within Allegan's city limits or the rest of the State.
2. The % *Change* increase of occupied housing units between 2010 and 2020 is strongest in Allegan County and weakest within the rest of Michigan, whereas the decrease of vacant housing units is by far the strongest in the City of Allegan and the weakest in Allegan County. These changes, coupled with the above trend, suggest that Allegan and the rest of the State turned existing vacancies into occupied units with relatively few new constructions throughout the decade, whereas Allegan County instead experienced a boom of occupied new housing that outpaced the rates at which existing housing was filled.

The former signifies an efficient use of land and existing assets to promote infill and density in neighborhoods, whereas the

Table 2.04. Housing Units within the City of Allegan (2020).

Unit Status		2010		2020		Change, 2010 to 2020	
		#	% of Total	#	% of Total	#	% Change
City of Allegan, MI	Occupied Housing Units:	1,986	89.2%	2,094	93.6%	+108	+5.4%
	Vacant Housing Units:	240	10.8%	143	6.4%	-97	-40.4%
	Total Housing Units:	2,226	100%	2,237	100%	+11	+0.5%
Allegan County, MI	Occupied Housing Units:	42,018	85.0%	45,545	87.9%	+3,527	+8.4%
	Vacant Housing Units:	7,408	15.0%	6,244	12.1%	-1,164	-15.7%
	Total Housing Units:	49,426	100%	51,789	100%	+2,363	+4.8%
State of Michigan	Occupied Housing Units:	3,872,508	85.4%	4,041,760	99.4%	169,252	+4.4%
	Vacant Housing Units:	659,725	14.6%	528,413	11.5%	-131,312	-19.9%
	Total Housing Units:	4,532,233	100%	4,570,173	100%	+37,940	+0.8%

Source: US Census Bureau, Decennial Census

latter represents West Michigan’s succumbence to urban sprawl.

Conclusively, the City has made immense strides toward moving new residents into existing units since 2010. Despite rising housing costs and demands, Allegan has demonstrated that it is a viable community to which young adults and families may consider moving.

UNIT CONFIGURATION

Most of the City of Allegan’s neighborhoods are primarily single-family homes. While these neighborhoods are detailed later in this chapter, a significant characteristic of these neighborhoods is their abundance of homes showing their age, potentially contributing to a cycle of disinvestment in and dilapidation on a wide scale. Additionally, there are several apartment complexes located in the Eastern Avenue neighborhood including Highpointe Apartments (above), Pritchard Estates, Bridgeport Apartments, and Maple Tree Apartments. While these rental units are generally more affordable than apartments in the larger surrounding markets, rents still pose a significant financial burden to many Allegan residents.



Highpointe Apartments in Eastern Avenue Neighborhood. Source: apartments.com.

¹ **Missing Middle Housing:** “Missing Middle Housing is a range of house-scale buildings with multiple units—compatible in scale and form with detached single-family homes—located in a walkable neighborhood.”

Source: Tyler Augst, Michigan State University Extension, “Community discussion around housing: Identifying existing missing middle housing”, *MSU School of Planning, Design, & Construction* (August 1, 2022).

Table 2.05 on the following page shows a detailed breakdown of current housing units by the number of units in the structure. While the numeric data provided by the American Community Survey differs slightly from those numbers confirmed by the 2010 and 2020 Censuses, the trends depicted still provide valuable insight into the City’s current gaps and housing future.

Table 2.05. Housing by Unit Configuration (2020).

Unit Configuration	2010		2020		Change, 2010 to 2020	
	#	% of Total	#	% of Total	#	% of Total
1 Unit, detached	1,242	62.5%	1,218	68.7%	-24	-1.9%
1 Unit, attached	34	1.7%	21	1.2%	-13	-38.2%
2 Units	36	1.8%	95	5.4%	+59	+164%
3 or 4 Units	97	4.9%	69	3.9%	-28	-28.9%
5 to 9 Units	107	5.4%	50	2.8%	-57	-53.3%
10 or More Units	435	21.9%	313	17.7%	-122	-28.0%
Mobile Homes	34	1.7%	7	0.4%	-27	-79.4%
Total Housing Units	1,987	100%	1,773	100%	214	-10.8%

Source: American Community Survey, 5-Year Estimates

As of 2020, approximately 68.7% of housing units are one-unit, detached structures, seconded only by structures with ten or more units at 17.7%. There are very few structures offering anywhere from two to nine units, suggesting there exists a gap in smaller-scale attached “duplex, triplex, etc.” housing types, known academically as Michigan’s *Missing Middle Housing*¹. The severity of this disparity is further exacerbated by the American Community Survey’s estimations that the count of nearly all unit configurations have been reduced since 2010, except for two-unit structures. The accuracy of

these findings is subject to the discretion afforded by the data's margins of error, but there exists a possibility that this sharp, sole increase may be attributed to conversions of historic single-family homes to multi-unit structures amid the hardships following the 2008 mortgage crisis. The City of Allegan makes a policy priority of preserving these historic dwellings in their original configuration whilst providing ample opportunities for *Missing Middle* housing types in otherwise appropriate neighborhoods.

The pictures at the bottom of this page represent some of the most abundant types of housing available in the City of Allegan. Both houses are located within the Pritchard's Overlook Historic District.

DWELLING AGE

Growth within the City of Allegan is affected not just by the housing types available, but by the age of said housing as well. Table 2.06 to the right reveals that over 60% of homes in the City of Allegan were built before 1960, with 49.6% having been built before 1940 alone (colloquially known in American architecture as pre-WWII Homes). Having such an abundant inventory of pre-WWII homes has

Table 2.06. Year Structure Built (2020).

Year Built	City of Allegan, MI		Allegan County, MI		±% Discretion
	#	% of Total	#	% of Total	
Built 2010 or later	19	1.0%	2,879	3.6%	2.6%
Built 2000 to 2009	254	13.5%	7,280	14.1%	0.6%
Built 1990 to 1999	172	9.1%	9,159	17.8%	8.7%
Built 1980 to 1989	146	7.8%	6,202	12.0%	4.2%
Built 1970 to 1979	80	4.3%	7,208	14.0%	9.7%
Built 1960 to 1969	-	-	3,641	7.1%	7.1%
Built 1950 to 1959	115	6.1%	3,662	7.1%	1.0%
Built 1940 to 1949	162	8.6%	1,947	3.8%	4.8%
Built 1939 or earlier	937	49.6%	9,573	18.6%	31.0%
Total Housing Units	1,882	100%	51,551	100%	-

Source: American Community Survey, 5-Year Estimates

advantages and disadvantages: Pre-WWII homes are often ornately crafted with lots of character and charm that, if maintained over the years, can provide a rich history and sense of place to an established



Houses in the Downtown Allegan Neighborhood. Source: zillow.com



Neighborhood. Alternatively, pre-WWII homes are often riddled with the burdens of their age including non-energy efficiency construction techniques, unstandardized electrical and plumbing that can complicate remodels, and the need to retrofit any modern amenities into aging structures and foundations.

The City of Allegan can preserve the integrity of these homes by providing sustainable alternatives to those who seek affordable housing in other appropriate neighborhoods. Other options include housing within in the *Missing Middle* such as duplexes, quadplexes, townhomes, and other such unconventional unit configurations.

PROPERTY VALUE

As previously mentioned, unit configuration and age of a dwelling can both greatly impact the assessed value of said structures. Table 2.07 and Figure 2.03 to the right illustrate the distribution of City of Allegan property values compared to Allegan County as a whole.

The largest discrepancy between the two municipalities is of homes valued between \$50,000 and \$99,000. While Allegan has an estimated 33.0% of all properties within this bracket, Allegan County has just 11.0%. Likewise, the City's distribution skews heavily toward the lower value end with over 95% of all units below \$150,000 while Allegan County's covers a slightly broader spectrum of values, having just 72.2% of all units under \$150,000. Acting as a concise summary of the above findings, the median home value in the City is over \$50,000 less than the County at \$120,582 and \$174,062, respectively.

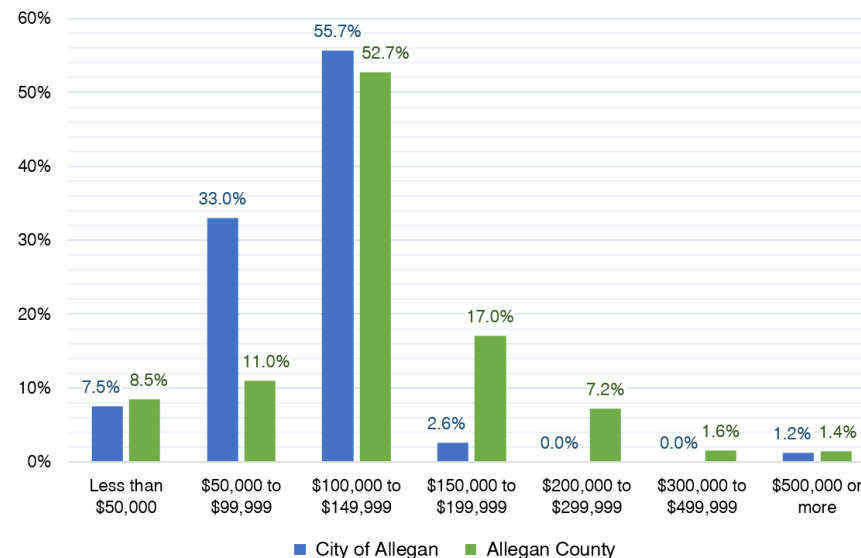
These trends suggest that those seeking to live in higher-value homes, who themselves are likely to have higher incomes, are searching elsewhere in the County than the City of Allegan. While retaining an affordable housing stock is important in supporting an economically diverse community, higher-value homes can help attract and retain a more affluent class with their own unique

Table 2.07. Values of Owner-occupied Housing Units (2020).

Property Value	City of Allegan, MI		Allegan County, MI		±% Discretion
	#	% of Total	#	% of Total	
Less than \$50,000	82	7.5%	3,137	8.5%	0.9%
\$50,000 to \$99,999	359	33.0%	4,070	11.0%	22.1%
\$100,000 to \$299,999	605	55.7%	19,537	52.7%	3.0%
\$300,000 to \$499,999	28	2.6%	6,323	17.0%	14.5%
\$500,000 to \$749,999	0	0.0%	2,666	7.2%	7.2%
\$750,000 to \$999,999	0	0.0%	579	1.6%	1.6%
\$1,000,000 or more	13	1.2%	514	1.4%	0.2%
Total Units	1,087	100%	37,091	100%	-
Median (dollars)	\$120,582		\$174,062		

Source: American Community Survey, 5-Year Estimates

Figure 2.03. Values of Owner-occupied Housing Units (2020).



Source: American Community Survey, 5-Year Estimates

offerings and niches to fill. As the City of Allegan plans for its future, the status of its housing stock must be at the forefront of decisionmakers' minds. In order to attract more residents and develop a stronger community, consideration of the types of housing demanded by the current and desired population will be integral.

RENT

Similarly to property values, median and aggregate rent for various housing units in the City of Allegan can likewise reveal some critical information on the general cost of living. Table 2.08 and Figure 2.04 above depict estimated median rent within both the City and Allegan County every year since 2010; Both nominal and real rent for each year is included.

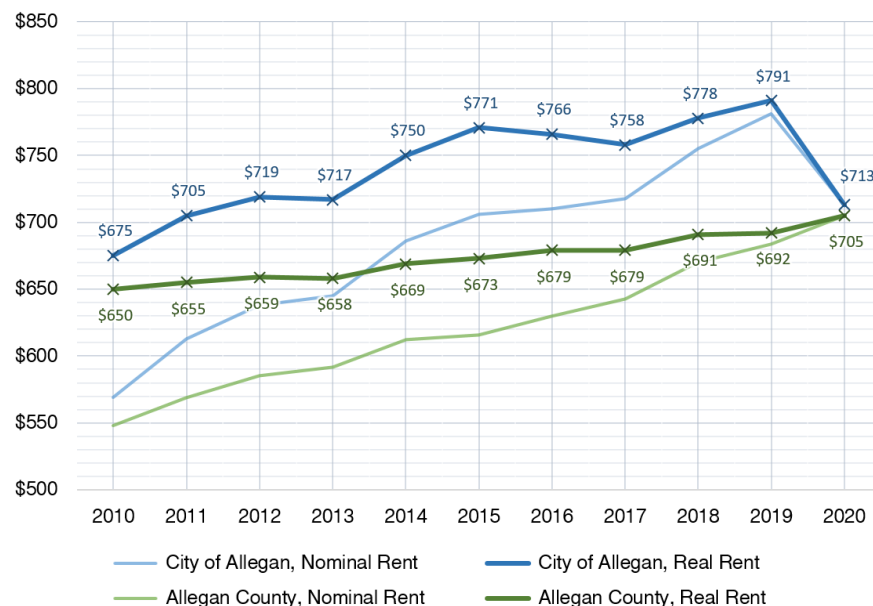
Rents within the City have statistically ranged anywhere from 25 to 100 dollars more per month than elsewhere in the County—a typical phenomenon for an urbanized area when compared to its surrounding rural counterparts. However, both municipalities were subject to housing cost increases that outpaced inflation, with the City's rent prices rising slightly faster than the County's (7.35 dollars per year compared to 5.19 dollars per year, respectively). Further, the City's average skews downward as 2020 brought with it a massive 86-dollar drop in median rent while the County saw a typical, slight increase. Causes for this dip remain to be determined, but likely contributing factors include COVID-19 relief programs and their impact on the housing market.

Should this dip be the correction of a previously inflated market, the City may see Allegan rentals become a competitive option for potential new residents as there is no longer any substantial discrepancy over rentals elsewhere.

Table 2.08. Median Rent by Year (2010 – 2020).

		2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
City of Allegan, MI	Nominal	\$569	\$613	\$638	\$645	\$686	\$706	\$710	\$718	\$755	\$781	\$713
	Real	\$675	\$705	\$719	\$717	\$750	\$771	\$766	\$758	\$778	\$791	\$713
Allegan County, MI	Nominal	\$548	\$569	\$585	\$592	\$612	\$616	\$630	\$643	\$670	\$684	\$705
	Real	\$650	\$655	\$659	\$658	\$669	\$673	\$679	\$679	\$691	\$692	\$705

Figure 2.04. Median Rent by Year (2010 – 2020).



Source: American Community Survey, 5-Year Estimates

Economy

EMPLOYMENT AND EARNINGS

A city's economic vitality plays a large role in defining the types of development, services, and infrastructure it is able to provide; One such visible measure of economic strength is unemployment. Table 2.09 on the following page depicts the City of Allegan's unemployment levels as compared to Allegan County and the State of Michigan in 2010 and 2020.

The City of Allegan's unemployment rates are lower than that of the County and State, indicating that the community likely has a strong employment base. The 2010 data further indicates that the City had a middling comparative level of unemployment at the time, all of which are likely influenced by the 2008 recession. The percent change, though, suggests that the City of Allegan was able to recover a larger amount of employment from 2010 faster than both Allegan County and the State of Michigan, serving as a testament to the strong will of the community.

Table 2.09. Unemployment Levels, % of Civilian Labor Force.

	2010	2020	% Change, 2010 to 2020
City of Allegan, MI	6.7%	1.1%	-5.6%
Allegan County, MI	5.4%	2.1%	-3.3%
State of Michigan	7.3%	3.7%	-3.6%

Source: American Community Survey, 5-Year Estimates

Another measure of an area's economic strength is its median household income. This metric allows community stakeholders to estimate the income that households are able to spend within the Allegan area at local retailers, restaurants, and other businesses. Table 2.10 below dictates that in 2020, an average household in the

City of Allegan made just over \$45,000. This is significantly less than the Allegan County median household income of just under \$63,000 and State of Michigan median of about \$57,000.

Table 2.10. Median Household Income.

	2010 (in 2020 dollars)	2020	Change, 2010 to 2020	
			\$	% Change
City of Allegan, MI	\$48,275	\$40,284	-\$7,991	-19.8%
Allegan County, MI	\$59,630	\$65,071	+\$5,441	+8.4%
State of Michigan	\$57,484	\$59,234	+\$1,750	+3.0%

Source: American Community Survey, 5-Year Estimates

Following the 2008 recession, the City of Allegan faced high levels of individuals in poverty (21.5%) as illustrated in Table 2.11 on the following page. As of 2020, the City has seen a 38.6% decrease of individuals living in poverty to just 13.1%. While this change represents a huge achievement for the City, it still indicates that more than 1 in 10 City of Allegan residents continue to live in poverty.

Table 2.11. Poverty Levels, City of Allegan.

	2010		2020		Change, 2010 to 2020	
	#	% of Total	#	% of Total	#	% Change
Population in Poverty	939	19.5%	501	10.4%	-438	-46.6%
Total Population (for whom Poverty can be determined)	4,819	100%	4,815	100%	-4	-0.1%
Families ¹ in Poverty	185	15.4%	51	4.4%	-134	-72.4%
Total Families¹	1,202	100%	1,148	100%	-54	-4.4%

Source: American Community Survey, 5-Year Estimates

INDUSTRY BASE

The largest employer located within the City of Allegan is the Perrigo Company, one of (as of 2023) the world's largest international over-the-counter pharmaceutical companies, followed by Ascension Borgess Allegan Hospital. These two employers firmly place the Allegan community at a key intersection of health care and biotechnology. Other significant employers in the area include the Allegan Public School System and the Allegan Area Education Services Agency.

As such, the largest industry of workers residing in the City of Allegan are employed in Manufacturing (34.2%), trailed deeply by Professional, Scientific, and Management Services (12.9%) and Educational Services, and Health Care and Social Assistance (10.8%) Table 2.12 to the right provides a detailed breakdown of employment by industry for City of Allegan residents.

Although having a strong manufacturing presence offers a variety of skilled and non-skilled employment positions, overreliance on one industry or employer is a historically risky economic model. Single-sector economies react more volatily to crisis should negative shock impact the economy. Cities with a more varied base of employers and industries are less affected by the frequent turbulence of the economy, allowing for a more consistent and reliable plan for growth.

Table 2.12. Employment Share by Industry, City of Allegan.

	2020	
	#	%
Manufacturing	613	33.7%
Arts, entertainment, and recreation, and accommodation and food services	248	13.6%
Other services, except public administration	229	12.6%
Educational services, and health care and social assistance	184	10.1%
Retail trade	159	8.7%
Professional, scientific, and management, and administrative and waste management services	86	4.7%
Wholesale trade	77	4.2%
Transportation and warehousing, and utilities	65	3.6%
Finance and insurance, and real estate and rental and leasing	60	3.3%
Construction	55	3.0%
Public administration	27	1.5%
Agriculture, forestry, fishing and hunting, and mining	18	1.0%
Information	0	0.0%
Total Civilian Labor Force	1,821	100%

Source: American Community Survey, 5-Year Estimates

Education

The Allegan community has a robust education system capable of guiding youth from the very beginning of their educational careers to a community college degree or a variety of certificates at the Allegan Technical Center. These institutional assets provide involved stakeholders, including the City of Allegan, with numerous opportunities to celebrate and improve their communities whilst striving to train and attract an ambitious workforce.

Allegan Public Schools are currently composed of an early childhood learning center, three elementary schools, L.E. White Middle School, and Allegan Senior High School. In the spring of 2021, Allegan area voters approved a school millage to fund the construction of a new building adjacent to L.E. White Middle School that will consolidate all elementary operations. Allegan Public Schools is a member of the Allegan Area Education Service Agency (AAESA), an entity that provides County schools with specialized education support staff, purchasing support, assessments, and other programs beyond the scope of a single district.



Allegan High School, Performing Arts Center. Source: Allegan Public Schools.

AAESA also operates the Allegan Technical Center, which serves as a pivotable resource for students, offering nineteen programs focused

on employability for students in their Junior and Senior years of high school. The vocational training provided by this entity provides a launching point for youth to finish their training and enter the workforce immediately following their education. A number of training courses are also open to adults in the community.

In addition to the vocational training offered at the Tech Center, the Early College Allegan County program allows high school students to extend their high school education by one year to obtain both a diploma and an associate degree or Technical Certificate from Lake Michigan College at no extra cost. Lake Michigan College also offers Associate Degrees, Certificate Programs, and a Certified Nursing Aide program to all Southwest Michigan community members.



Rendering of Future Allegan Public Schools Elementary School. Source: Allegan Public Schools.

Additionally to Lake Michigan College, there are numerous higher education institutions in counties of Kalamazoo, Kent, and Ottawa.

Universities within a 40-mile drive include Western Michigan University, Grand Valley State University, and a rich catalogue of small, liberal arts colleges.

City of Allegan educational attainment levels suggest that the strong trade and training programs available to high schoolers are making an impact on their community (Table 2.13). The percentage of City of Allegan residents with a high school diploma (or equivalent) or higher is about equal (91.1%) than those of the County (90.9%) and State (90.8%). The percentage of the population with bachelor's degrees or higher (14.5%), however, is far behind those at the County (22.6%) and even more so the State (29.1%).

While this may first appear to be a shortcoming of the Allegan area educational opportunities, a further breakdown of the data reveals that 7.8% more City of Allegan residents have some college, but no degree than County residents and 3.5% more have Associates degrees than County residents. The data suggests that Allegan area educational opportunities are giving more people access to secondary education than in both the rest of Allegan County and the State of Michigan.

Table 2.13. Educational Attainment (2020).

	% of Population Ages 25 and Over					
	City of Allegan, MI		Allegan County, MI		State of Michigan	
	#	% of Total	#	% of Total	#	% of Total
Lower than 9 th Grade	72	2.4%	2,414	3.0%	200,210	3.0%
9 th to 12 th Grade, No Diploma	173	5.9%	4,580	5.7%	441,326	6.5%
High School Graduate	1,290	43.7%	29,398	36.9%	1,966,809	29.0%
Some College, No Degree	763	25.9%	17,720	22.2%	1,590,065	23.5%
Associate's Degree	230	7.8%	6,844	8.6%	636,753	9.4%
Bachelor's Degree	282	9.6%	12,465	15.6%	1,179,677	17.4%
Graduate or Professional Degree	139	4.7%	6,317	7.9%	757,375	11.2%
High School Graduate or Above	2,704	91.7%	72,744	91.2%	6,130,679	90.5%
Bachelor's Degree or Above	421	14.3%	18,782	23.6%	1,937,052	28.6%
Total	2,949	100%	79,738	100%	6,772,215	100%

Source: American Community Survey, 5-Year Estimates

Public Parks and Recreational Assets

In 2020, the City of Allegan partnered with Wightman & Associates to create a Community Recreation Plan. This plan is intended to serve as a general, long-range development tool to achieve and maintain a high-quality parks, recreation, and open-space system. As part of this planning process, a full inventory of the City-owned recreation facilities is summarized in this section.

PARKS AND RECREATIONAL FACILITIES

Allegan Dam, Canoe Portage, and Mill District

The Allegan Dam and Canoe Portage Park is 7.9 acres within the Mill District in Downtown Allegan. This park provides a scenic view of the Second Street Bridge as well as accessible parking, paved walkways, a pedestrian bench, and a canoe/kayak launch. The overlook platform by the dam provides further accessibility for those seeking the water for fishing or viewing.

Allegan Mountain Biking Trail

The Allegan Mountain Biking Trail provides cycling enthusiasts the opportunity to explore three miles of trail south of Hooker Road near Highpointe Apartments in the Eastern Avenue Neighborhood. The trails include directional signage and a crushed gravel parking area.



Allegan Mountain Biking Trail. Source: cityofallegan.org

Allegan Sports and Wellness Complex

The Allegan Sports and Wellness Complex is the City's largest municipally owned recreation area at 63 acres, located just south of Padgham Field on 29th Street. The Complex exhibits a multitude of facilities including four baseball fields, four soccer fields, two softball fields, one football field, and various other amenities including a playground, picnic shelter, concession building, and more. A one-mile paved walking path donated by the Perrigo Company circles the park, too, to provide lower-intensity recreation. The Complex is home to both Allegan Youth Baseball and the Allegan Youth Soccer Organization.



Softball game underway at the Allegan Sports and Wellness Complex. Source: Jason H., foursquare.com

Cook Street Park

Cook Street Park is the smallest of Allegan's parks at just 0.2 acres. Located in the River-Main-Grand Neighborhood, this park is nestled between Cook and River Streets and features a flowing open drain that runs alongside a paved pathway.



Cook Street Park. Source: City of Allegan 2019-2023 Community Recreation Plan

Hanson Park

Located behind the Griswold Auditorium and Allegan District Library, Hanson Park is one of several recreational areas located along the Allegan Riverfront Park and one of three municipally owned assets to host a playground. Additionally, Hanson Park features an ADA accessible canoe and kayak launch, a hammock grove, several paved walkways connected the park to surrounding sites, and a gazebo available for rentals.



Hanson Park Canoe & Kayak Launch. Source: cityofallegan.org

Jaycee Park

Jaycee Park is both the City of Allegan's most frequently visited park and most diverse offering of amenities in a single place. Located north of Monroe Street along the Kalamazoo River, it offers a serene location for a variety of activities via onsite skatepark, leash-free dog park, full basketball court, picnic shelter available for rent, restroom facilities, 9,700-square-foot playground, nine-hole disc golf course, and ADA accessible canoe and kayak launch.

Mahan Park

Located to the west of the Allegan Riverfront Park is Mahan Park. This park is suited for small concerts and intimate celebrations with a gazebo and amphitheater-style seating. With a pleasant backdrop of the Kalamazoo River, Mahan Park is known as host of the Good Times at the Gazebo concert series and a popular wedding locale.



Hanson Park Canoe & Kayak Launch. Source: cityofallegan.org

Riverfront Plaza

Allegan's Riverfront Plaza is a large part of Allegan's identity. Located along the Kalamazoo River, the park is highly visible to travelers on M-89 and showcases the best of Downtown Allegan. The park includes 600 feet of boardwalk, connecting Hanson and Mahan Parks, and offers an unparalleled view of the Second Street Bridge. Features include a fishing pier, a stage for concerts, the Perrigo Splash Pad, an outdoor fireplace, two designated parking spaces for food trucks, and several seating areas. The Riverfront Plaza is home to the Rollin' on the River concert series, July Third Jubilee, Bridgefest, and other City of Allegan-sponsored events.



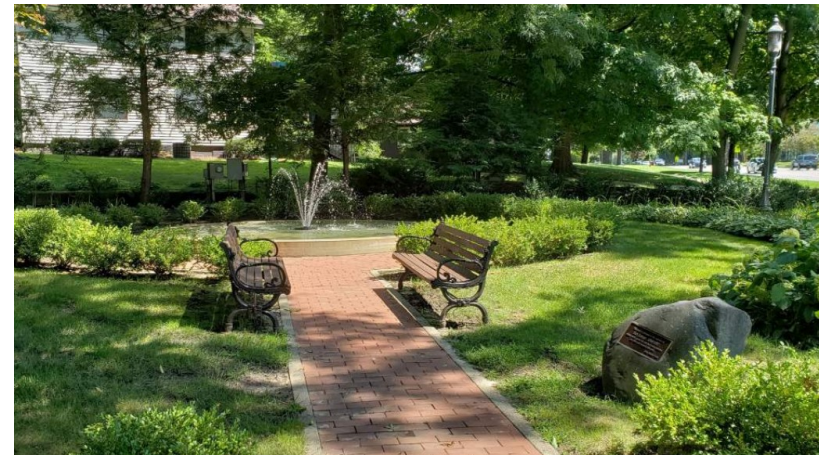
Rollin' on the River concert series at the Allegan Riverfront Park. Source: cityofallegan.org

Rossman Esplanade Park

Rossman Esplanade Park is located at the four corners of Marshall and Fifth Streets—a single park divided into four quadrants serving as a common area at the center of the neighborhood. Amenities include two fenced-in pickleball courts, a labyrinth park, and several picnic tables.

Sue Lange Memorial Park

As one of the City of Allegan's hidden gems, Sue Lange Memorial Park is nestled between Bond and Marshall Streets. Despite being the City's smallest park at just 6,500 square feet (0.15 acres), this site is dense with features, including a decorative fountain, park benches, and beautiful landscaping cultivating a relaxing atmosphere among the nearby intersecting streets.



Sue Lange Memorial Park. Source: City of Allegan 2019-2023 Community Recreation Plan

Trestle Trail Park

Trestle Trail Park is located to the east of Jaycee Park on the north side of Monroe Street. A paved pathway runs north-south alongside a wetland area, and features an iconic converted railroad pedestrian bridge over the Kalamazoo River.



Trestle Trail Park. Source: City of Allegan 2019-2023 Community Recreation Plan

Water Street Boardwalk

Water Street Riverfront Boardwalk is located northeast of Water Street between the Kalamazoo River and several local businesses. This pathway starts near the intersection of Locust and Water Streets and continues down to the Mill District. Along the pathway is a gazebo and several picnic tables and benches.



*Water Street Park and Boardwalk.
Source: City of Allegan 2019-2023 Community Recreation Plan*

PUBLIC SCHOOL FACILITIES

In addition to the various City-owned, dedicated parks and recreational sites, the City and surrounding area also hosts four elementary schools, each with playgrounds, ball fields, and open green space. With construction of a new, combined facility slated in the near future, plans for the various schools and their recreational assets are currently undetermined.

Dawson Elementary School

Dawson Elementary, located on Elm Street in the City's northwest corner, serves the Delano Neighborhood with two playgrounds, four half-court basketball courts, two sets of soccer nets, an octaball pit, and a softball diamond. Total recreational space amounts to approximately 4.02 acres.



*Dawson Elementary School playground equipment.
Source: Randy Leighton, Google Maps*

North Ward Elementary School

North Ward Elementary, located on River Street, in serves the western River-Main-Grand Neighborhood with a playground, four basketball hoops, two softball fields, a set of soccer nets, and an octaball pit. Total recreational space amounts to approximately 3.74 acres.

Pine Trails Elementary School

Pine Trails Elementary, located south of the City limits on Center Street just south of M-89, serves the southern Marshall Neighborhood and Allegan Township community near the City. It features a playground, four basketball hoops, a softball field, a set of soccer nets, and an octaball pit. Total recreational space amounts to approximately 4.59 acres.

West Ward Elementary School

West Ward Elementary, located on Vernon Street just off of Ely Street, serves the Ely Neighborhood with a playground, full-court basketball court, a softball diamond, and a set of soccer nets. Total recreational space amounts to approximately 2.67 acres.



West Ward Elementary School playground equipment.
Source: Sara P., foursquare.com

REGIONAL FACILITIES

Allegan County Fairgrounds

The Allegan County Fairgrounds provide year-round entertainment and attractions for residents and visitors alike with the unique perk

of being just a 15-minute walk from Downtown Allegan. The complex's proximity to the rest of the community elevates the sights and sounds from just a County attraction to a personal point of pride for the City itself, within which its grounds are located.

The Allegan County Fair hosted every September draws hundreds of thousands of people to the City of Allegan, with the 2022 fair week hitting a record 318,255 attendees.¹ The Fair is nationally known for its ability to draw big-name headliners and other performers—both classic and current—throughout the whole week, making it a widely talked about late summer staple for thousands of West Michiganders.



2021 Allegan County Fair. Source: The Holland Sentinel, hollandsentinel.com

In addition to the Fair itself, the facility hosts smaller events and festivals around the calendar, too, attracting a wide variety of passions and interests to the community. Scheduled off-season

1. 'Allegan County Fair Breaks Three Records!', *alleganchamber.com*, Allegan Area Chamber of Commerce, 2022.

items often include the Allegan Beer, BBQ, & Blues Festival, the Allegan Antique Market, various 4-H shows, and more.

SWMLC Armintrout-Milbocker Nature Preserve

As of October 2022, the Southwest Michigan Land Conservancy's (SWMLC) Armintrout-Milbocker Nature Preserve became the City of Allegan's newest and largest recreational asset. Located at the southeast end of Thomas Street near the City's southern border, the Preserve comprises approximately 212 acres of forestry, wetland, and riverfront—61 of which fall within City limits including all trailheads and majority of navigable footpaths.

These trails total 2.2 miles and feature a stable crushed limestone surface, scattered benches, and scenic views of the Kalamazoo River. Paths are traversable by walking, mobility devices, leashed dogs, and cross-country skiing and snowshoeing with both short and long loops and clearly mapped areas of grade over eight percent for visitors to choose their ideal excursion. Horses and bicycles, however, are to be prohibited to protect pedestrian hikers. Parking amenities feature two accessible spaces and space to accommodate school buses, enabling its use as an outdoor classroom for Allegan Public Schools and other groups.

Future infrastructure improvements are to include an entrance sign and trailhead kiosk with a map to the trails. Habitat improvement and restoration work is also to continue with invasive species removal, prescribed burns, and other wildlife management techniques.

The Armintrout-Milbocker Nature Preserve represents a significant step in the campaign to restore and preserve the Kalamazoo River and its watershed environment, providing protection to over three miles of river upstream of Downtown Allegan.



Official Armintrout-Milbocker Nature Preserve recreational assets and trails map.
Source: swmlc.org

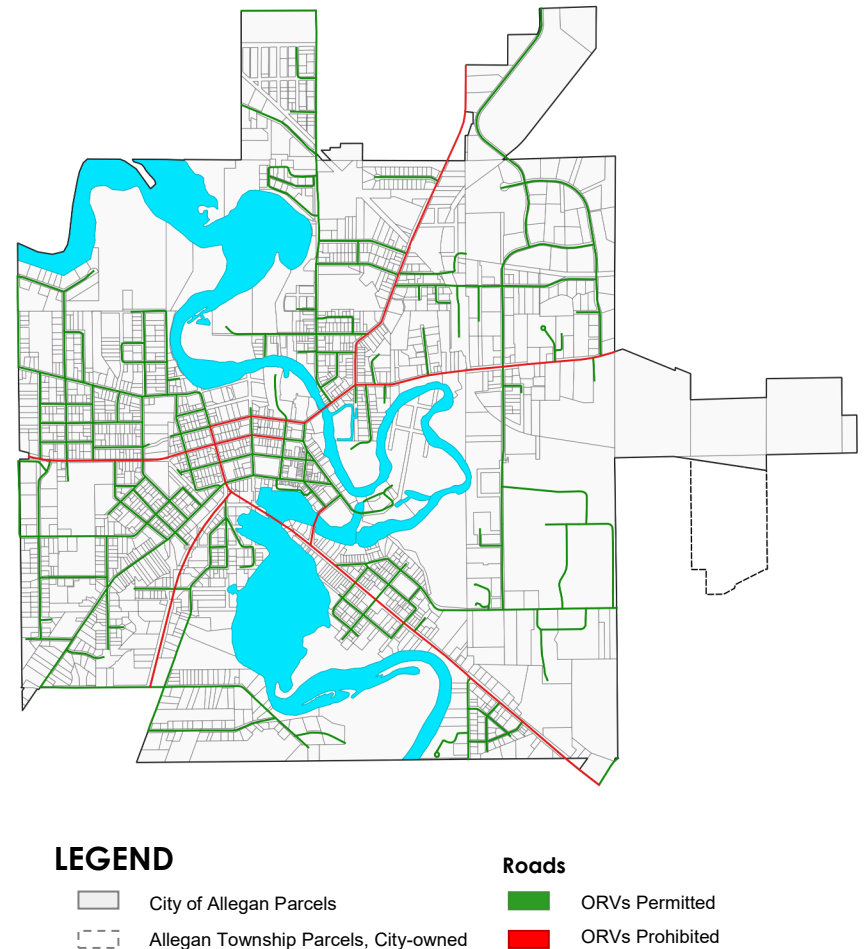
OFF-ROAD VEHICLES

Adopted in May 2022, City of Allegan Ordinance 502 intends to invite off-road vehicle (ORV) users from nearby trails to spend time in Allegan without switching to a car by permitting ORVs on most City-owned streets. The Ordinance follows adoption of a similar ordinance by Allegan County (Ordinance 1015.0) permitting ORVs on all County roads. Together, these new provisions improve accessibility to nearby recreational visitors and offer residents an alternative option for local, micromobile travel.

Being the largest city within the immediate area of the Allegan State Game Area, ORV travel on City roads opens Allegan up to becoming an outdoor enthusiast's central hub for lodging, food, and entertainment. The eastern arm of the Game Area begins just one mile west of the City of Allegan with such connecting roads as 115th Avenue (before merging with M-40), 113th Avenue to Ely Street, and Monroe Road to Delano Street.

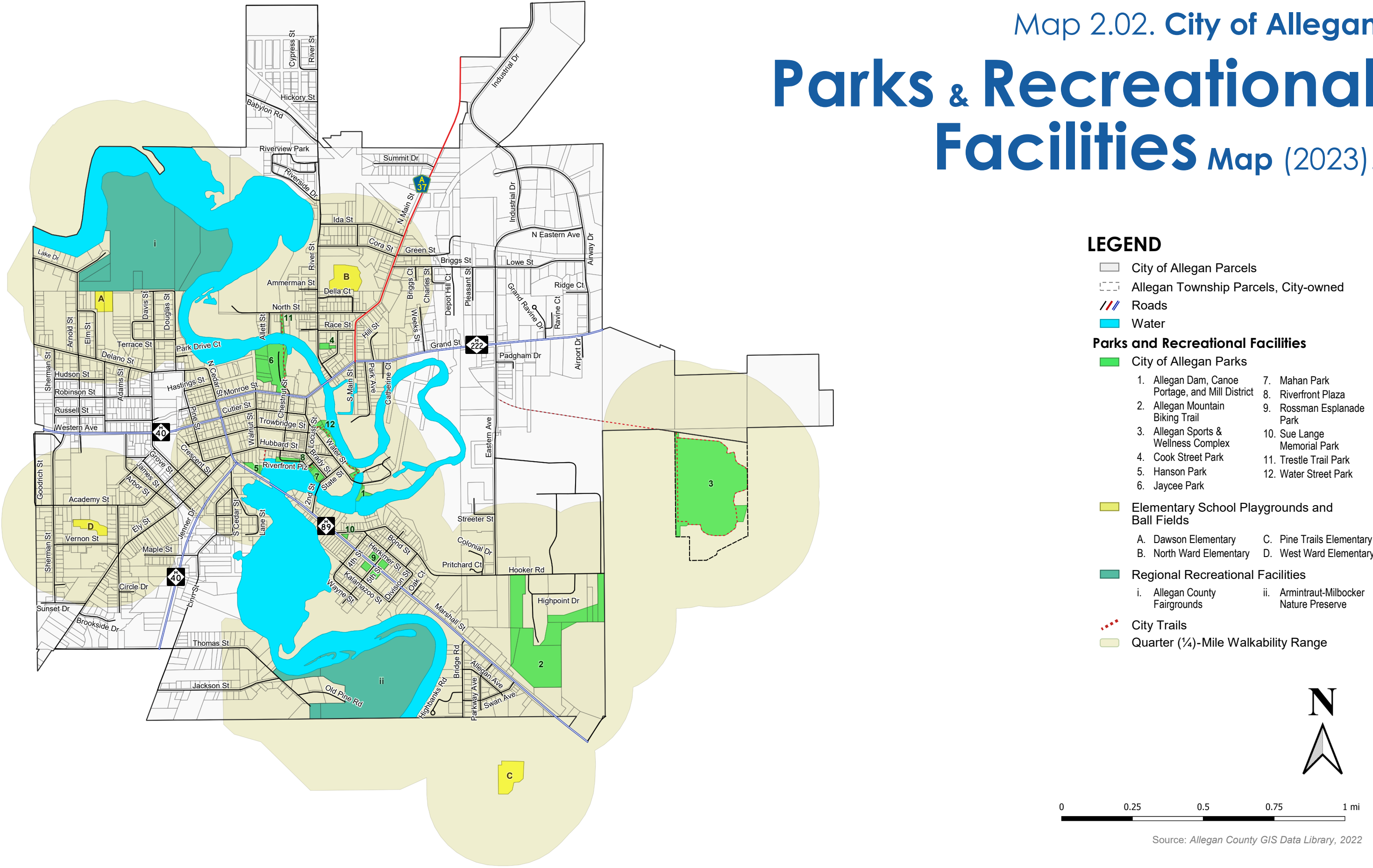
City of Allegan streets permitting ORV travel are pictured in Map 2.01 to the right.

City of Allegan parks, public schools, and regional recreational facilities are pictured in Map 2.02 on page 21.



Map 2.01. Off-road Vehicle Permitted (green) and Prohibited (red) Streets.

Map 2.02. City of Allegan Parks & Recreational Facilities Map (2023).



Environmental Features and Quality

Planning for the physical growth and development of a community's natural environment is equally important to its success and long-term sustainability as planning for the built environment. The City of Allegan partners with the Allegan Conservation District (ACD) to manage and sustain its natural resources and ecosystems. In conjunction with the ACD, the City of Allegan has identified the following environmental features and designations that will continue to guide future efforts at environmental protection and preservation.

ALLEGAN AREA INVASIVE SPECIES

As part of their habitat improvement and preservation efforts, the ACD closely monitors invasive species around the Allegan area. Invasive species are organisms of all kinds that are not native to a given area—these species can have disastrous consequences for an ecosystem that has no naturally adapted ways of controlling and mitigating their effects. There are several invasive species of concern either in or approaching the Allegan area including Japanese Knotweed and Phragmites. While these plants may look like common grasses and shrubs, they can aggressively disturb the native ecosystems. Japanese Knotweed is an infrastructural concern as it can be transported via gravel by road commissions and subsequently grow through cracks in roads and other structures. It also has the ability to harm native plants by blocking sunlight, altering natural nutrient cycles, and releasing toxins or inhibiting chemicals to suppress potential competitor plants. Similarly, phragmites can reduce potential habitats for fish and other native wildlife, inhibit natural vegetation, and become a fire hazard. Phragmites are often spread via lawn mowers and other landscaping equipment.

In addition to the species already established in Michigan, there are other invasive species that pose a threat to the Allegan area ecosystem if they were to be introduced to the environment. One

such threat is the Asian Longhorned Beetle, currently found in southern Ohio, Massachusetts, and New York. This insect could have disastrous consequences for Michigan's forestry as they attack and kill maple, poplar, willow, sycamore, and horse chestnut trees. These beetles are commonly transported via logs and other firewood when care is not taken to watch for signs of their presence. The Spotted Lanternfly is another invasive species that threatens the Allegan area. Currently located in Pennsylvania, this insect has the potential to detrimentally impact the grape, hops, and logging industries if transported to Michigan.



Japanese Knotweed. Source: michigan.gov.

KALAMAZOO RIVER SUPERFUND SITE

The City of Allegan is located along the Kalamazoo River, with much of the downtown surrounding by this meandering waterway. The

Kalamazoo River Superfund Site comprises the stretch of the river flowing through Allegan as a result of soil and sediments contaminated by polychlorinated biphenyls. These chemicals have been found to cause various adverse health effects on humans and natural wildlife. Since the 1990s, the Environmental Protection Agency (EPA) and the Michigan Department of Environment, Great Lakes, and Energy (EGLE) have been working to clean up the Kalamazoo River.

As part of these clean-up efforts, the Allegan City Council voted in January 2020 in favor of a full removal of the Mill District dam. The dam acts as a collector of contaminated soils and sediments, creating massive riverbed stockpiles of hazardous substances. The City has since been awarded a \$360,000 EPA grant to develop engineering plans for said project, projected for completion in early 2023.



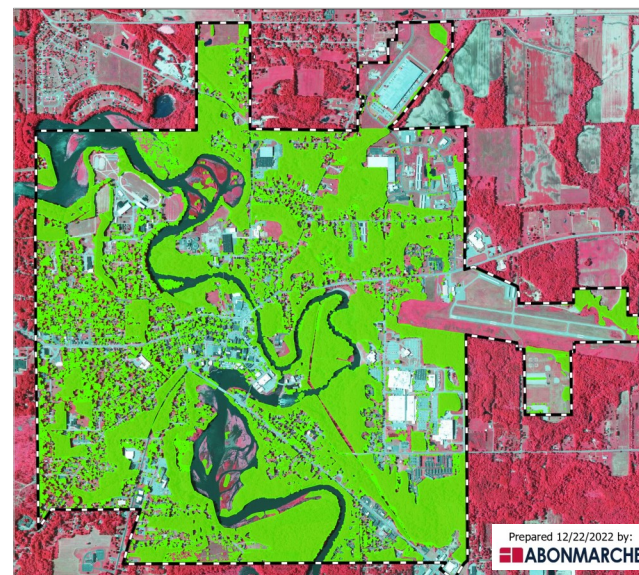
Render of proposed riverside park following dam removal. Source: cityofallegan.org

This project will continue to remain at the forefront of the City of Allegan's goals in the near future as they seek to promote public health, restore natural wetlands, provide cleaner waterways, and facilitate native wildlife habitats.

TREE CITY, USA

For 37 years, the City of Allegan has proudly been named a Tree City, USA by the Arbor Day Foundation alongside 3,500 other communities who are devoted to managing and expanding their public trees. To maintain its Tree City, USA status, the City of Allegan continuously meets the following four core standards: maintaining a tree board, having a community tree ordinance, spending at least \$2 per capita on urban forestry, and celebrating Arbor Day.

Urban forestry has many benefits for communities including reducing energy costs and consumption, stormwater management, erosion control, increasing property values, and contributing to a community's sense of place and pride. The City of Allegan seeks to continue its proud status as a Tree City, USA through the efforts of the Department of Public Works and elected and appointed officials.



Map 2.03.

City of Allegan
Canopy Cover
Analysis, provided
by Abonmarche
(2022)

Source: USDA NAIP

LEGEND

- City of Allegan Boundary
- Canopy Cover (within City)

Calculations

City Area: 2,808 acres
Canopy Area: 1,046 acres
Coverage = 37.25%

Transportation and Infrastructure

Transportation and infrastructure quality are intrinsically related to a community's long-term sustainability and quality of life. The City of Allegan's current infrastructural assets face challenges and opportunities as a result of their age, use, geography, and other factors. This section seeks to summarize those various transportation and infrastructural assets.

WATER TREATMENT FACILITIES

The City of Allegan features a Reverse Osmosis Water Treatment Plant and a Water Resource Recovery Facility. The Reverse Osmosis Water Treatment Plant produces approximately 1.5 million gallons of purified water per day and can produce an additional 2 million gallons if needed. The Water Resource Recovery Facility handles approximately 900,000 gallons per day of sewage and can handle another 3 million gallons if needed. Both plants have been updated in the past decade and are among the highest quality of those in the surrounding region. With the capacity to take on additional households and businesses, the City of Allegan's utility infrastructure is well situated to support further development within the community. Water Distribution and Sewer Maps can be found at the end of this section.

PADGHAM FIELD AIRPORT

The City of Allegan is unique for a rural town of its size for its airport's capacity to support a 4,300-foot runway. It serves primarily as a hub for aviation-related small businesses and recreation. The location of the City of Allegan allows easy travel for individuals looking to connect with a larger flight at airports such as Gerald R. Ford International Airport, Kalamazoo Battle Creek International Airport, and even O'Hare International Airport.



*Skydive Allegan offering skydiving experiences at Padgham Field Airport.
Source: skydivingsource.com*

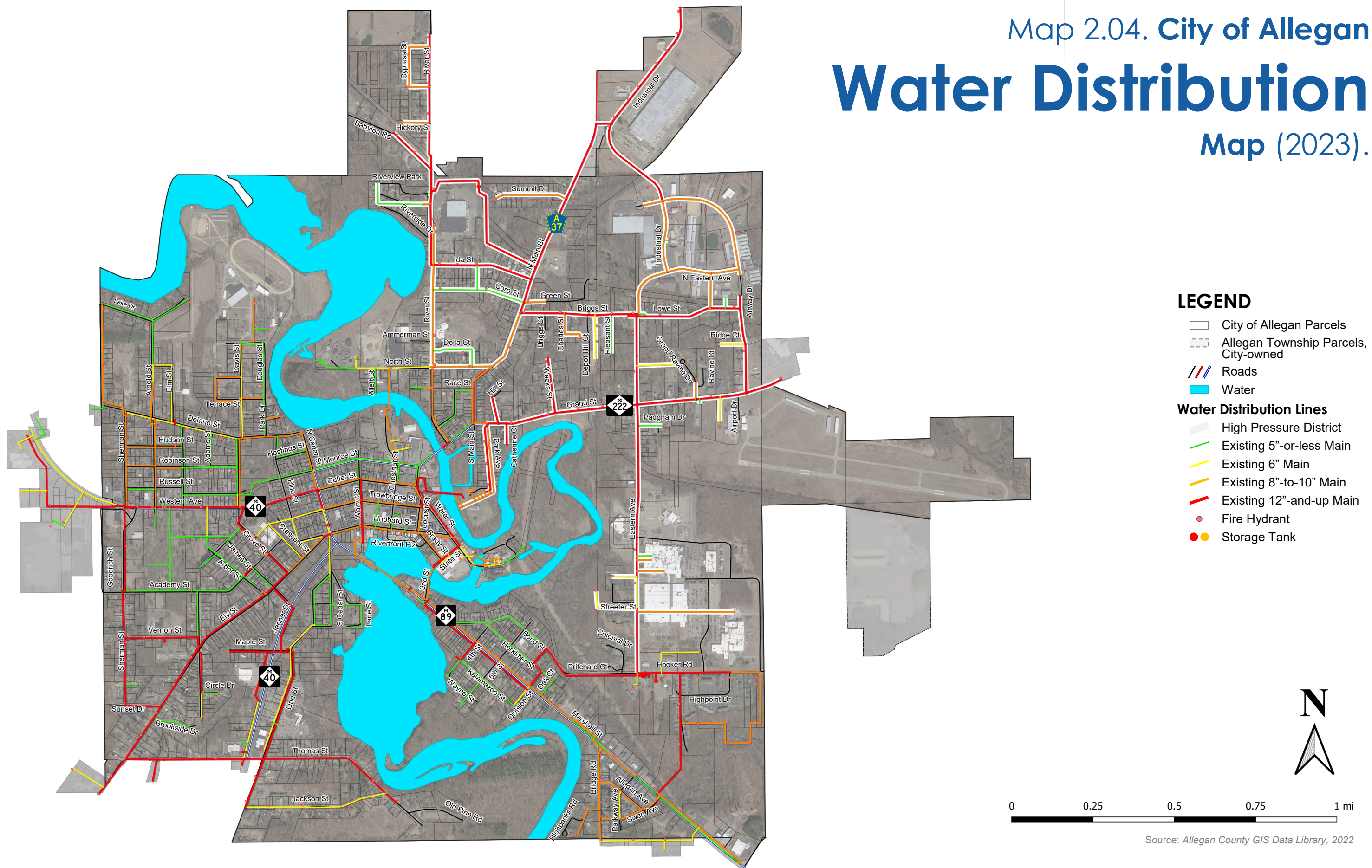
ROADWAYS

While recent efforts to improve the City's roadways in some neighborhoods have been made, much of the transportation infrastructure in the community remains substandard. Three state highways run through or end in the City of Allegan including M-40, M-89, and M-222. M-89 and M-40 North see an estimated 10,000 to 20,000 vehicle trips per day, while M-40 South and M-222 see an estimated 5,000 to 10,000 (MDOT). Over 75% of Allegan's roadways, including these state highways, are of fair or poor quality under Pavement Surface Evaluation and Ratings (PASER) Scale as adopted by the Michigan Transportation Asset Management Council. These ratings are determined by looking at surface defects, deformations, cracks, patches, and potholes. The PASER Map can also be found at the end of this section.

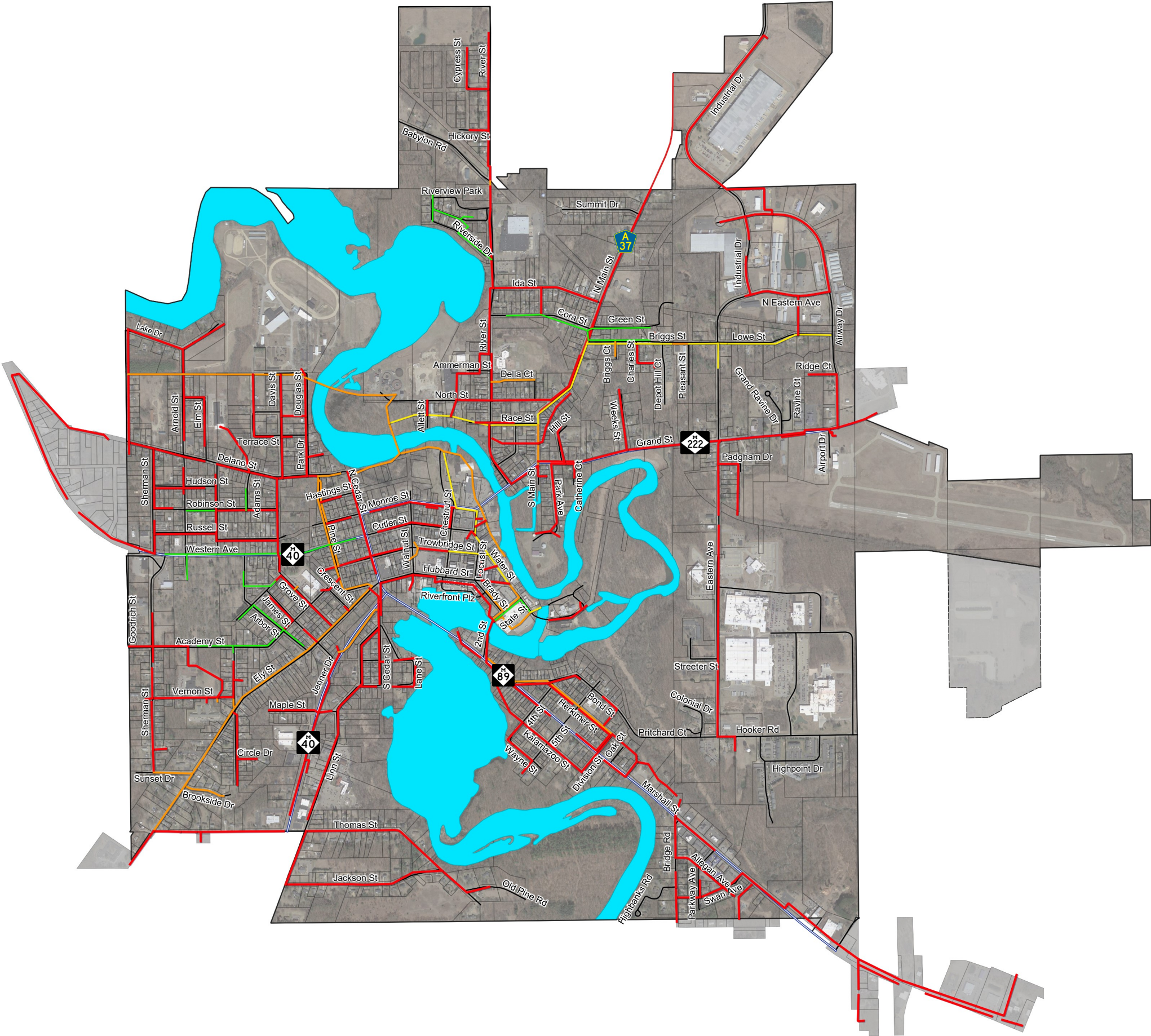
Map 2.04. City of Allegan

Water Distribution

Map (2023).



Map 2.05. City of Allegan
Wastewater Recovery
Map (2023).

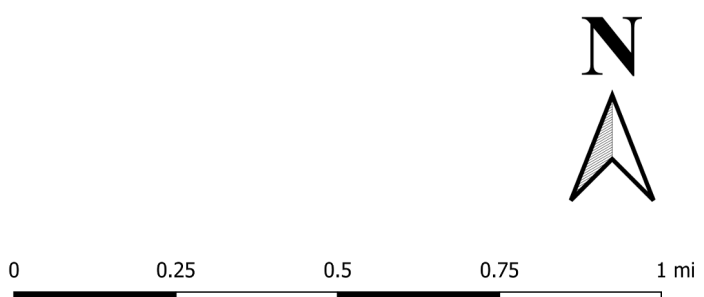


LEGEND

- City of Allegan Parcels
- Allegan Township Parcels, City-owned
- Roads
- Water

Wastewater Recovery Lines

- Existing 5"-or-less Main
- Existing 6" Main
- Existing 8"-to-10" Main
- Existing 12"-and-up Main



Source: Allegan County GIS Data Library, 2022

Neighborhood Designations and Conditions

In planning for the City of Allegan's future, it is beneficial to identify different study areas, or neighborhoods, to discern differences in character and physical features between areas in the community as well as create a sense of identity and social support amongst residents. While these neighborhoods may have some common elements among the structures, streetscape, or residents, they are still far from homogenous. Neighborhoods are often further characterized by sub-neighborhoods with their own character traits and ties, and even smaller units than that such as a street block.

The purpose of these neighborhood designations is not to dictate what a neighborhood is or who community members must consider their neighbors, but to instead approach the process of planning for proper development that is consistent with an area's character and appearance. This section introduces these City of Allegan neighborhoods and discusses their current conditions, common elements, and qualities.

DELANO NEIGHBORHOOD

The Delano Neighborhood is located in the northwest area of the City of Allegan, bordered by Western Avenue to the south, the city limit to the west, the Kalamazoo River to the north, and the Kalamazoo River and Pine Street to the east. This area is composed of approximately 280 households that are primarily single-family dwellings with the exception of Shady Oak Mobile Home Community. Among these single-family dwellings is a variety of sizes, qualities, ages, and values, resulting in a largely mixed-housing neighborhood. Additionally, there are several underutilized parcels and other development opportunities including the vacant land between Goodwin and Arnold Streets and the land currently occupied by Dawson Elementary. The Delano Neighborhood features several historic homes including those located to the east of Davis Street between Western Avenue and Delano Street.

The Delano Neighborhood lacks recreational opportunities outside of the playground and open space located at Dawson Elementary—which is scheduled to see a change of use due to the consolidation of all Allegan Public School elementary operations into a newly constructed building in the near future. Other assets of note include the Allegan County Fairgrounds and a small commercial block along Western Avenue. A subarea of the Delano Neighborhood saw infrastructure improvements in 2019 with the reconstruction and improvement of Robinson, Russell, Adams, Lincoln, Grant, Sherman, and Hudson Streets. However, many of the remaining roads are still in poor condition and without sidewalks and like features to promote walkability and accessibility.

ELY NEIGHBORHOOD

Across Western Avenue from the Delano Neighborhood is the Ely Neighborhood, bordered by the city limits to the south and west, Western Avenue to the north, and Pine Street and Jenner Drive to the east. Similarly to the Delano Neighborhood, this area is composed primarily of single-family dwellings with a wide range in size, quality, age, and value. With approximately 300 total housing units, this neighborhood includes 56 apartment units at Pine Grove Terrace Apartments and the Briarwood Assisted Living facility. The Ely Neighborhood's notable assets include West Ward Elementary, Hillside Learning and Behavior Center, the Allegan Area Educational Service Agency Administrative Building, Oakwood Cemetery, and a small number of commercial amenities along Western Avenue and Jenner Drive. Like the Delano Neighborhood, the playgrounds located at West Ward Elementary act as the area's primary recreational site.

HOSPITAL NEIGHBORHOOD

The Hospital Neighborhood is nestled between Jenner Drive and the Kalamazoo River. As Allegan's smallest neighborhood, this area only holds approximately 125 housing units of which almost all are single-family dwellings. The Hospital Neighborhood has two distinctive subareas, divided into the areas north and south of Ascension Borgess Allegan. The area to the south of the hospital holds many of the higher-valued homes in the community and is also bordered by a large portion of vacant land with development potential. The Hospital Neighborhood is thusly named for its inclusion of Allegan's Medical Campus anchored by Ascension Borgess Allegan, one of the community's largest employers. While this area lacks any municipally provided recreational assets, it does encompass the Southwest Michigan Land Conservancy's Milbocker-Armintrout Nature Preserve with 2.2 miles of trails and 57 acres of preserved landscape.

Despite being heavily used for exercise by neighborhood residents, the southern subarea of the Hospital Neighborhood faces infrastructural concerns such as overly narrow roads and a lack of sidewalks. The northern subarea of this neighborhood features more sidewalks, but the quality of the roads and sidewalks are substandard.

MARSHALL NEIGHBORHOOD

Those traveling to Allegan from the east are likely to drive through the Marshall Neighborhood on their way into the city. Bordered by the Kalamazoo River and city limits on the south, Kalamazoo River to the west, and the Rossman Creek valley on the north and east, the Marshall Neighborhood serves as a gateway to the community. This area's estimated 225 housing units include a large number of single-family dwellings and Highbanks Condominiums. Many of Allegan's historic homes are located directly on Marshall Street, while the streets just one block off Marshall feature a wider variety of housing sizes, qualities, ages, and values—this is especially true of the subarea to the south of Marshall Street. In addition to housing, there is a

strong commercial corridor east of Bridge Street to the city limit featuring many of Allegan's chain commercial establishments.

The Marshall Neighborhood is home to two recreational facilities: Sue Lange Memorial Park and Rossman Esplanade Park, the latter of which hosts two pickleball courts garnering frequent use. Additionally, this area is well-connected to the recreational parks in Downtown Allegan by sidewalks along Marshall Street and the Second Street Bridge. The main thoroughfare and namesake of this neighborhood saw minor infrastructure improvements in 2018, though many of the roads just off Marshall Street are still lower in quality.

EASTERN AVENUE NEIGHBORHOOD

Unlike most of Allegan's neighborhoods, the Eastern Avenue Neighborhood is unique in that it has almost no single-family homes. Instead, this area hosts five different apartment and condominium complexes: Highpointe Apartments, Pritchard Estates, Bridgeport Condominiums, Maple Tree Apartments, and Rivers Run Apartments. With over 400 housing units, this area is one of Allegan's most populous neighborhoods despite being relatively disconnected from the downtown. Even with all of these housing units, Eastern Avenue Neighborhood's largest land use is industrial with the presence of the Perrigo Company, Allegan's largest employer. There are also a handful of commercial enterprises located in a small strip mall to the north of Hooker Road.

The Allegan Mountain Biking Trail is the only recreational asset within this neighborhood, though the Allegan Sports Complex is easily accessed by vehicle just east on Hooker Road/114th Avenue. With only two main roads through this neighborhood, there is fairly little infrastructure to maintain, though neither road has seen recent improvements.

RIVER-MAIN-GRAND NEIGHBORHOOD

The River-Main-Grand Neighborhood is Allegan's most populated area with an estimated 460 housing units spanning from Padgham Court to the south, the Kalamazoo River to the west, and the city limits to the north and east. In addition to single-family homes, this neighborhood includes both the Ravine Senior Housing complex and Oak Meadow Apartments. The River-Main-Grand neighborhood is unique in that some subareas are well-established with common massing and physical attributes across all housing—including some historic homes—while other subareas feature a greater mix of housing types. There are also several opportunities for large-scale development in this area including the old Girl Scout property located to the west of the Highland-Wolcott subarea, and largely undeveloped land to the east of North Main Street.

The only park located within the residential part of the River-Main-Grand Neighborhood is Cook Street Park which offers very little space for recreation. Other assets within this neighborhood include the Early Childhood Learning Center, Allegan's Highland Industrial Park, Padgham Field Airport, and several commercial operations. Similar to other neighborhoods in the area, much of the infrastructure is substandard and the lack of sidewalks in certain areas makes the neighborhood unwalkable, though recent infrastructure improvements have been made in the Highland-Wolcott subarea.

DOWNTOWN ALLEGAN

At the core of the community lies Downtown Allegan, primarily encircled by the Kalamazoo River and Pine Street. Many of the 210 housing units are considered historic by the City of Allegan Historic District Committee, and most have a distinctive character and massing which creates a cohesive neighborhood atmosphere. In addition to the single-family homes available, many of the downtown commercial buildings have rehabilitated their second levels to provide modern apartments at the center of Allegan's central business district. Downtown Allegan is home to most of Allegan's

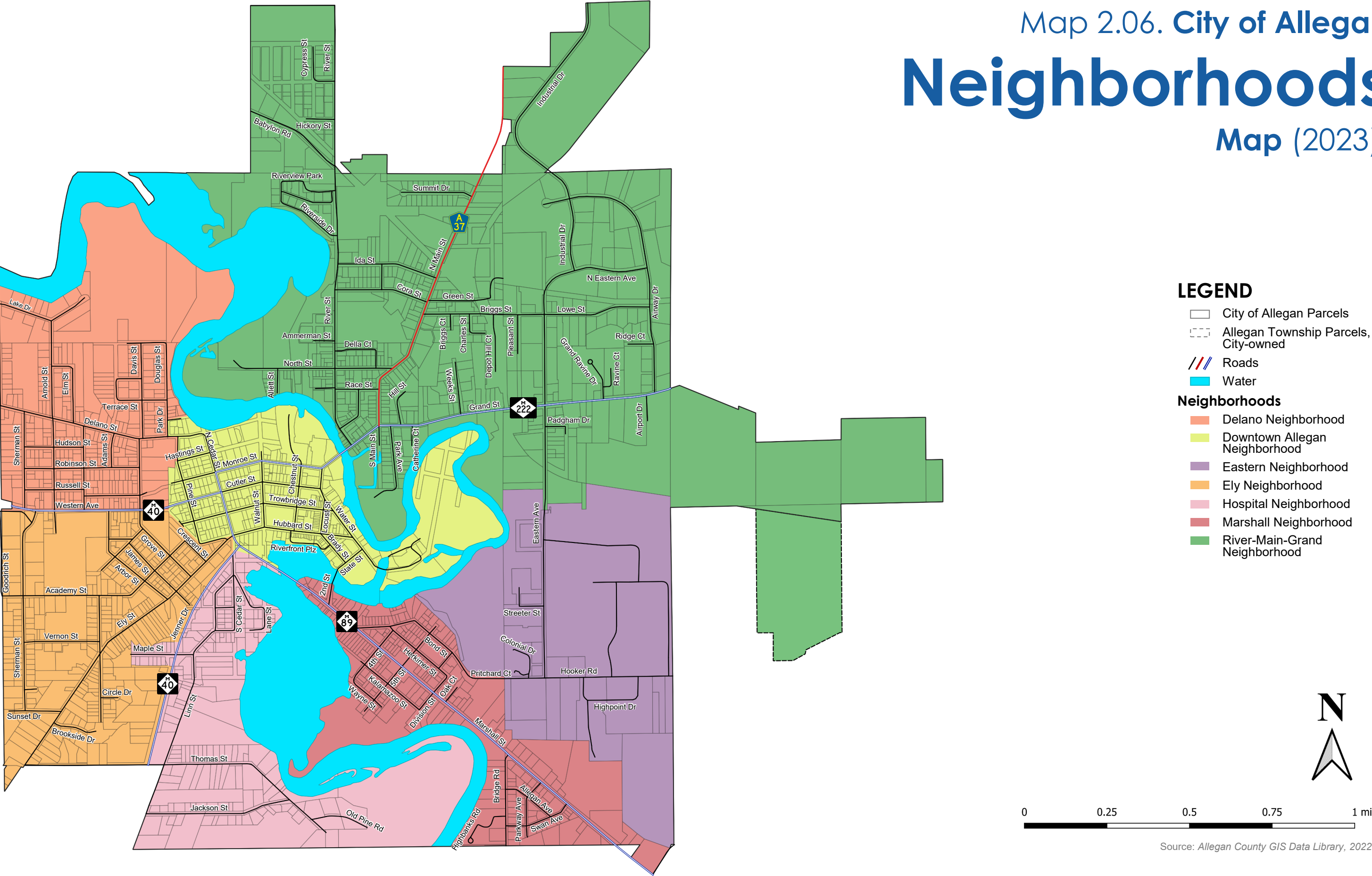
restaurants, retailers, office and service providers, and other commercial ventures. Additionally, the majority of the City of Allegan's parks and recreational assets are located within this neighborhood including the Riverfront, Mahan, Jaycee, and Hanson Parks. The Mill District on the Neighborhood's east side remains largely undisturbed and presents an opportunity for development.

While this neighborhood has seen a lot of growth in recent years, the existing streets and sidewalks are not of a quality that complements and supports such progress. However, improvement of Downtown Allegan infrastructure remains an ongoing project that is currently seeing major milestones under the implementation of the Downtown Streetscape Project. The plan will manifest in more accessible, pedestrian-friendly thoroughfares that provide a safe and engaging environment for downtown interactions—the 2021 Cutler Street parking lot overhaul is the first and most notable of these milestones.

Map 2.06. City of Allegan

Neighborhoods

Map (2023).



Existing Land Use

To properly plan for the City of Allegan's future land use, it is critical to understand trends in how land is currently being used. Presented cumulatively in Table 2.13 and Figures 2.05 and 2.06 below is an analysis of the City's property classifications and vacancy statuses as determined by the City Assessor and recorded within the Allegan County GIS Data Library.

Table 2.14 and Figure 2.05 depict the total acreages of property classified commercial, residential, or industrial by the City Assessor. Initial observations indicate that the City has nearly equal numbers of acres in use for residential or commercial means, both at around 40%, whereas industrial property makes up only 18.3% of all land in the City Limits—about half of the formers' makeups. Table 2.14 and Figure 2.06 further analyze these figures, breaking down the makeup by vacant and improved property. Despite having very similar acreages within the City limits, there are over five times as many vacant lots categorized as residential than there are commercial. Industrial property, however, has the largest proportion of vacant lots at over one-third of all industrial lots.

These numbers better serve as broad stroke summaries of Allegan's infrastructure than precise data points, a significant reason being the tendency for certain uses to be classified differently for tax reasons than they appear to be used. Examples include the classification of Grand Ravine Senior Housing and Highpointe Apartments as *201 Commercial – Improved*, despite accounting for hundreds of residential housing units used as such, and the classification of the now Milbocker-Armintraut Nature Preserve property as *402 Residential – Vacant*, despite now hosting a catalogue of low-impact improvements for institutional purposes, blurring the lines drawn by the Michigan State Tax Commission.

Table 2.14. Land Use by Property Classification; Vacancy Statuses, City of Allegan.

	200 Commercial		300 Industrial		400 Residential	
	#	%	#	%	#	%
Improved	840.4	94.8%	284.7	66.2%	737.7	71.7%
Vacant	46.4	5.2%	145.2	33.8%	291.4	28.3%
Classification Total	886.8	100%	429.9	100%	1,029.0	100%

	#	%
City Total	2,345.69	100%

	886.8	37.8%	429.9	18.3%	1,029.0	43.9%
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Source: Allegan County GIS Data Library

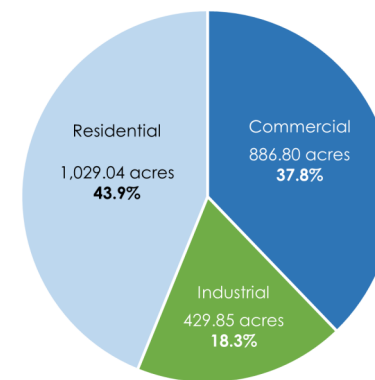


Figure 2.05 (left).

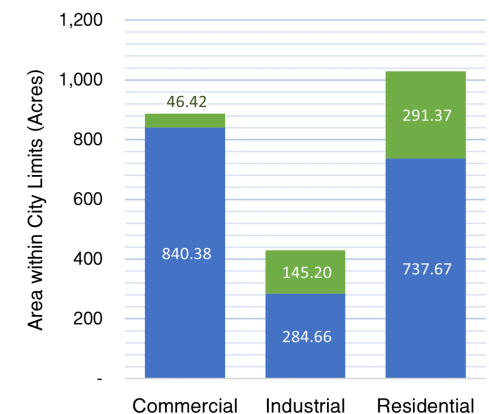
Land Use by Property Classification, City of Allegan.

Source:
Allegan County GIS Data Library

Figure 2.06 (right).
Vacancies by Property Classification, City of Allegan.

■ Improved ■ Vacant

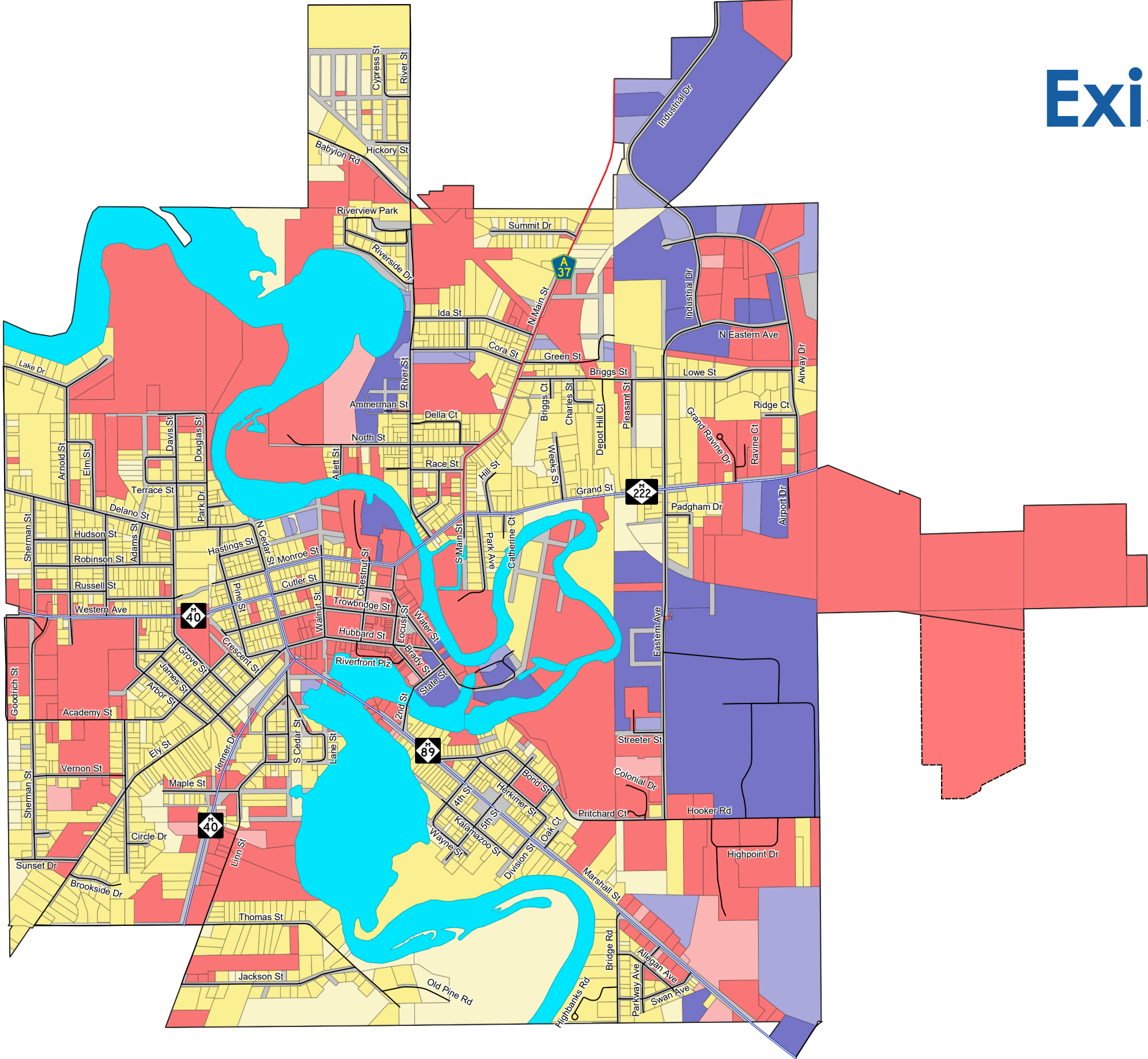
Source:
Allegan County GIS Data Library



Map 2.07. City of Allegan

Existing Land Use

Map (2023).



LEGEND

- City of Allegan Parcels
- Allegan Township Parcels, City-owned
- Roads
- Water

Property Classifications

Commercial

- 201 Commercial - Improved
- 202 Commercial - Vacant

Industrial

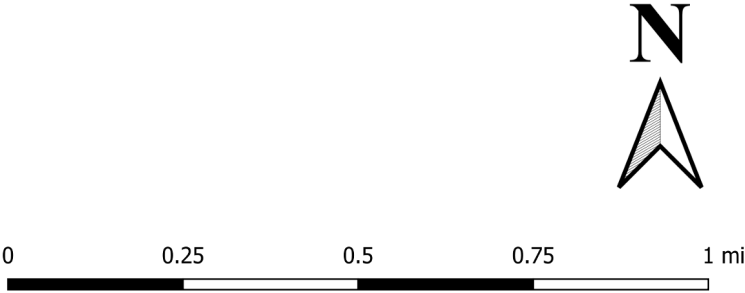
- 301 Industrial - Improved
- 302 Industrial - Vacant

Residential

- 401 Residential - Improved
- 402 Residential - Vacant

Other

- Rights-of-Way and Other Uses



Source: Allegan County GIS Data Library, 2022



III. PLANNING PROCESS

This chapter summarizes the efforts and processes that went into the formulation of this Master Plan including the public engagement and feedback collected, the partnerships leveraged, and the reports and plans referenced. This Master Plan has been informed and shaped by the goals of Allegan residents, elected and appointed officials, and other valuable stakeholders.

Public Engagement

As part of the Master Planning process, the City of Allegan distributed a survey to community residents in order to gather feedback on various topics related to community wants and needs. The survey was sent via email to community listservs held by the City, as well as published on the City of Allegan website and social media. Survey respondents had the opportunity to provide feedback regarding their neighborhood, the City of Allegan as a whole, and Downtown Allegan. While these responses revealed a range of community concerns and desires, common themes emerged that should be considered by the Allegan City Council and City of Allegan boards and commissions.

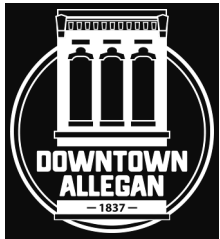
Common themes that emerged in the neighborhood-specific questions included concerns over the quality of streets and sidewalks, and a desire for stricter code enforcement and upkeep of properties. Respondents generally felt safe in their neighborhoods and expressed satisfaction with their neighbors. Overall, 83% of respondents indicated that the quality of their neighborhood was 'good' or 'excellent.' Also notably, 54% of residents have lived at their current place of residence for less than 10 years. When asked about improvements and development they would like to see in the City of Allegan as a whole, respondents placed a strong emphasis on

attracting more retail and restaurant options, as well as improving the appearance of neighborhoods. Respondents expressed a desire to focus on small-retail business and mixed-use development. Additionally, approximately one third of the open-ended responses were related to the attraction of more businesses and residents. Survey respondents indicated lower satisfaction levels with the availability of downtown retail opportunities and restaurants than they did downtown events. The open-ended feedback on Downtown Allegan again revealed a desire for business attraction and public amenity improvements.

Cooperative Partners

The City of Allegan Planning Commission and Allegan City Council worked closely with several local and regional partners in the development of this plan and will continue to work collaboratively with them in the implementation of the goals and strategies outlined in this Master Plan.

DOWNTOWN DEVELOPMENT AUTHORITY



As one of the City of Allegan's advisory boards, the Downtown Development Authority (DDA) oversees all development and City-run programs within Downtown Allegan. The DDA is committed to creating a well-designed place where the community comes together and fosters the local economy as guided by the Downtown Allegan

Master Plan, Downtown Allegan: Putting It All Into Focus. The DDA also works collaboratively with all City of Allegan elected and appointed officials and staff to address objectives set forth by City Council.

ECONOMIC DEVELOPMENT CORPORATION



The Economic Development Corporation serves as one of the City of Allegan's volunteer-based advisory boards seeking to encourage and support the retention and growth of current local businesses, support city improvement projects, endeavor to draw additional business opportunities, and improve the quality of life for

residents through increased access to commerce and services. The purpose of the Economic Development Corporation is to discuss, study, and recommend to the Allegan City Council measures and actions supporting the achievement of economic goals. The

Economic Development Corporation endeavors to support and foster concerted, joint efforts to enhance economic development opportunities in the local market.

ALLEGAN CONSERVATION DISTRICT



**ALLEGAN
CONSERVATION
DISTRICT**

The City of Allegan also works with the Allegan Conservation District (ACD) in their efforts to continually assess the needs of

the community, work together to set local priorities, and develop action plans to solve natural resource problems. The ACD serves as the City's linkage between conservation-minded organizations and the expert on all things related to maintaining and restoring natural and healthy ecosystems in the area.

LAKESHORE ADVANTAGE



**LAKESHORE
ADVANTAGE**

As a partner in the greater West Michigan area, Lakeshore Advantage serves as a leading non-profit economic development organization that connects businesses to the resources needed for success. In the broader area served by Lakeshore Advantage, \$127 million in private investment was made in local communities and enterprises bolstering 21 completed projects, while \$1.8 million was raised for the economic catalyst fund in 2019. Projects completed in the West Michigan area include a \$1.8 million expansion of Artisan Medical Displays and a \$7.1 million expansion of the Perrigo Company in Ottawa County, both expanding the biotech industry footprint throughout the region.

Plans and Reports Referenced

The following plans and reports helped to inform the goals outlined in this Master Plan, as well as guide the everyday actions of City Staff and City of Allegan elected and appointed officials. Many of these reports are maintained by their respective boards and commissions.

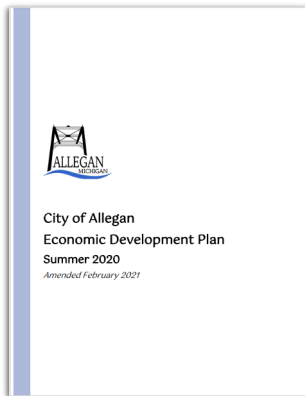
DOWNTOWN ALLEGAN: PUTTING IT ALL INTO FOCUS



The Downtown Allegan Master Plan, *Downtown Allegan: Putting It All Into Focus*, was adopted by the City of Allegan Downtown Development Authority and Allegan City Council in 2020. The plan is the official policy guide for

Downtown Allegan's future development and growth. This plan summarizes the community's vision, goals, and objectives to create a framework and basis for sustainable downtown development and land use decision-making to ensure that Downtown Allegan will continue to evolve into the thriving civic core that its community aspires for it to become.

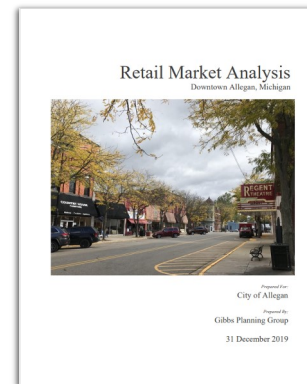
ECONOMIC DEVELOPMENT PLAN



The *City of Allegan Economic Development Plan* was adopted by the City of Allegan Economic Development Corporation and Allegan City Council in Summer of 2020. This plan outlines the strategic actions to be taken by the City of Allegan and its stakeholders in order to promote economic prosperity throughout the Allegan community. Through this plan, the City of Allegan Economic Development Corporation endeavors to

foster concerted, joint efforts to enhance economic development opportunities in the local market.

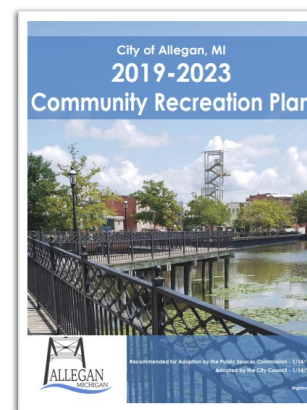
GIBBS RETAIL MARKET ANALYSIS



In 2019, the City of Allegan hired Gibbs Planning Group (GPG) to conduct a retail feasibility analysis to determine how much additional retail and restaurant development is supportable in downtown. In determining how much development is supportable, GPG explored geographic and topographic considerations like traffic access, retail strengths, and retail gravitation in the market. The study found that Downtown

Allegan could support up to 80,000 additional square feet of retail and restaurant development, generating as much as \$26 million in new sales by 2024.

COMMUNITY RECREATION PLAN



In 2019, the City of Allegan Public Spaces Commission partnered with Wightman & Associates to create the *Community Recreation Plan*. As mentioned previously, this plan is a long-range development tool used to achieve and maintain a high-quality parks, recreation, and open-space system. It evaluates the needs of the community to make strategic recommendations for recreation, beautification, and economic development.

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IV. PLANNING THEMES

This chapter sets forth the substantive goals identified through this Master Plan process that are to be accomplished through zoning ordinances and other regulations to guide the physical development of the City of Allegan. These goals have been broken down into various topics to account for all aspects of the community and its assets including neighborhoods, housing, business districts, the economy, culture and leisure, the environment, and public infrastructure.

Housing

Planning for adequate and desirable housing types is one of the most important functions of land use planning. A city's housing stock is an especially present characteristic of the community and can play a large role in the attraction and retention of population subsets. While municipalities of the City of Allegan's size seldom play the role of housing developer, their actions can directly guide and influence the development able to occur within city limits. Alongside the maintenance of the current housing stock in the community, the City of Allegan Planning Commission has prioritized the following housing types and complementary land use designations as they seek to plan for community growth and changing housing trends.

FLEXIBLE HOUSING

One of the ways in which the City of Allegan seeks to guide future housing development is by planning for flexible housing. Flexible housing development refers to the process by which vacant or underutilized parcels within existing neighborhoods are redeveloped to strengthen the existing urban fabric while being flexible inclusive of nontraditional development. This may include the development of a smaller house on a vacant lot narrower than the standard city lot size, the splitting of a large lot by a landowner to allow for an

additional house to be constructed, the reuse of an existing structure to allow for more housing units, and more. Flexible housing can be beneficial to communities like the City of Allegan in several ways. The most easily identifiable benefit is the addition of housing units that can attract residents. Currently, the City has a lower vacancy rate than surrounding areas, indicating that supply may not be meeting demand. By adding housing units through processes such as flexible development, the City of Allegan can attract more residents and add to its currently stagnant population base. Furthermore, flexible development can increase the variety of housing. The development of modern inclusive single-family dwellings or different types of housing such as townhomes and smaller cottages provides the opportunity to attract a wider variety of demographics with their own characteristics and perspectives to offer.

Another advantage to flexible development is the opportunity to activate underutilized properties in order to bolster economic growth and connectivity. By introducing more housing units and thus more residents, flexible developments can help to facilitate a stronger tax and consumer base, benefiting both the city (by using existing infrastructure instead of building out new lines and roads) and residents (by creating denser, more walkable neighborhoods).

Flexible development also helps to foster connectivity by creating a more accessible and inviting community—vacant and underutilized land disrupts neighborhood connectivity. Finally, flexible housing can be used to offer more unique and affordable dwellings and



Central Commons tiny home community in Holland, MI. Source: housingnext.org.



Example "Missing Middle" quadplex with modern design. Source: Michigan Economic Development Corporation

development opportunities by allowing for smaller housing units or higher densities.

An important part of supporting flexible housing is ensuring that the development will not negatively affect the character of the neighborhood. By this guideline, flexible housing is most likely appropriate in Allegan neighborhoods that already feature a variety of housing sizes and characteristics such as the sub-neighborhood near the Allegan County Fairgrounds within the Delano Neighborhood (pg. 28). This area features elements compatible with flexible housing such as a mix of one- and two-story housing units, large parcels with underutilized development capacity, and adjoining vacant parcels. There are several such neighborhood within the City of Allegan that are suitable for flexible development as shown on the future land use map in Chapter 5 of this Master Plan.

The methods implemented to facilitate this flexibility may include reduced lot sizes, setbacks, and floor area requirements and increased maximum lot coverages and densities. While the developments should still fit within the character and existing appearance of the neighborhood, this dimensional flexibility will help to achieve the various benefits of flexible housing previously discussed.

ACCESSORY DWELLING UNITS

The introduction of accessory dwelling units is a planning technique that many municipalities have chosen to pursue in recent years. Accessory dwelling units (ADU) are smaller housing units placed on the same parcel as an existing dwelling; they may be attached to the existing structure or stand-alone detached units. The benefits to allowing accessory dwelling units are similar to those of flexible housing. These types of developments introduce greater variety into the current housing stock and increase affordability for both the tenant of the accessory dwelling unit and the existing structure.

In addition to these shared benefits, accessory dwelling units offer an

opportunity for at-risk individuals such as those with disabilities or the elderly to live in their own housing unit while remaining close to caregivers. For example, a common type of ADU is referred to as a “Granny Flat.” These are often small, detached living units in the back yards of existing single-family homes where an aging parent can live nearby their adult children in order to receive the assistance and care they need while still retaining some level of independence.

To best fit in with the existing urban fabric, accessory dwelling units should fit within the current neighborhood character and appearance while also enjoying reduced size requirements for development. In order to properly plan for the introduction of ADUs into the Allegan community, City of Allegan staff and officials will designate which zoning districts will allow accessory dwelling units and what dimensional standards will apply.



Example of a detached accessory dwelling unit (ADU). Source: Latitude Homes.



Carriage house-style detached accessory dwelling unit (ADU) behind a principal home in Ann Arbor, MI. Source: MLive.com

MIXED-DENSITY RESIDENTIAL DEVELOPMENTS

There are several large areas of vacant land within the City of Allegan that have the capacity to host residential developments, including the possibility of mixed-density facilities. These developments could include condominiums, townhouses, apartment suites, and single-family homes of varying size. Benefits to mixed-density residential developments also include a greater variety and number of available housing units, the ability to incorporate modern design and amenities into the existing housing stock, and activation of underutilized land.

The areas well-suited for large-scale, mixed-density residential developments include the vacant land between Arnold Street and Goodwin Drive, the vacant land west of the Highland-Wolcott sub-neighborhood alongside the Kalamazoo River, and the vacant land south of Jackson Street. Additionally, the passage of a school millage to fund the construction of a consolidated elementary facility will provide the opportunity for the City of Allegan and Allegan Public

Schools to discuss the potential redevelopment options for the current elementary school locations (Dawson Elementary and West Ward Elementary). Any potential residential developments should complement the surrounding neighborhoods while adding diversity and modern amenities to the Allegan community.

It is the intention of the City of Allegan Planning Commission to guide future development within the community with these housing goals in mind. Maintaining the City's current residential neighborhoods while also fostering innovation and prosperity in the housing market will create positive effects throughout all community growth and development efforts.



*Mixed-use and multitenant building bridging the transition from residential neighborhoods to downtown commercial in East Grand Rapids, MI.
Source: Google Maps.*



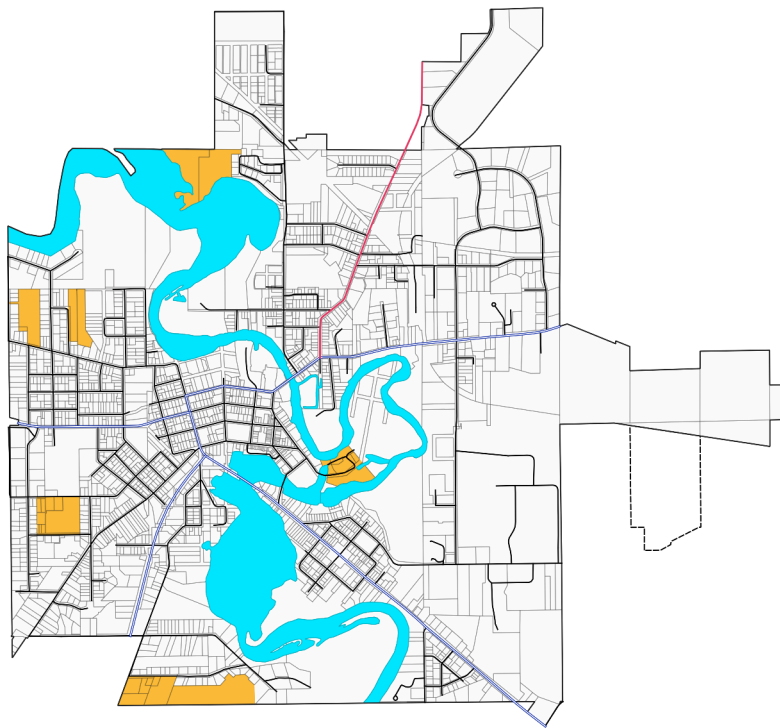
Example of a rowhouse townhome development. Source: Kerley Family Homes.



Example mixed-density residential development. Source: probuilder.com

Business Districts

For many visitors and passers through, the downtown and highway commercial business districts determine the reputation of the City of Allegan. Whether visitors and residents are simply driving by on M-40 or M-89 or stopping downtown to visit one of Allegan's restaurants or retailers, the business districts serve as cornerstones of the community. As such, it is crucial that these areas be perceived as aesthetically pleasing, welcoming, and vibrant. The following goals have been put forth in order to achieve this objective of creating and maintaining enjoyable business districts within the City of Allegan.



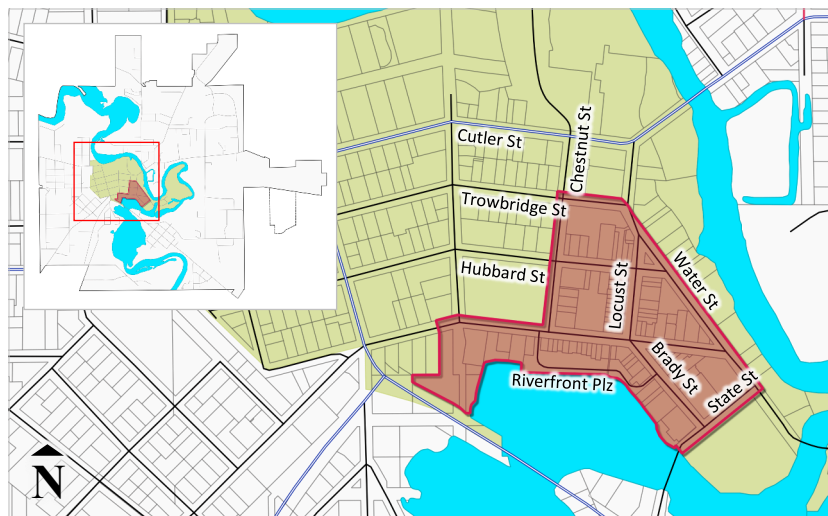
Map 4.01. Areas Targeted for Mixed-Density Residential Development (orange).

DOWNTOWN STREETScape PROJECT

Over the course of 2018 with guidance from Abonmarche, the Allegan community and advisory committees such as the Downtown Development Authority, Economic Development Corporation, Public Spaces Commission, and City of Allegan staff studied the current streetscape in Downtown Allegan. This study included reviewing traffic counts at key intersections within Downtown, taking an inventory of current on- and off-street parking spaces, measuring and assessing the quality of public rights-of-way, and engaging with the public to receive input on desired street designs. Through the gathering of this data, Abonmarche was able to perform an analysis on Allegan's Downtown Streetscape and produce a recommendation for an improved design. The proposal created by City staff and Abonmarche would address all established goals, while transforming Allegan's Downtown Streetscape into a more activated civic and cultural core. This proposal is currently being implemented based on the following goals:

DOWNTOWN STREETScape PROJECT GOALS

- 1) **Develop a conceptual plan that will assist in creating increased commercial vitality;**
- 2) **Improve traffic flow in the core community area;**
- 3) **Create entryways into the community that create a sense of place;**
- 4) **Improve accessibility and pedestrian safety in the downtown area;**



Map 4.02. Downtown Allegan Social District (red) within the Downtown Allegan Neighborhood (green).

PRIME DEVELOPMENT OPPORTUNITIES

With a proportionally large geographic footprint, the City of Allegan's downtown business district offers a variety of prime development opportunities. Within this section, key sites have been identified for redevelopment as they have the potential to play a key role in the future of Allegan's economic and community growth.

In the past few years, two expansive rehabilitation projects have been completed, triggering a chain reaction of intrigue and investment. These two projects, the Shoppes at the Penney's Block and The Heritage at 136 Brady, have provided quality residential and retail locations for Downtown Allegan to use as anchor points to expand upon; Prime opportunities such as these solidify the City as a community full of opportunity and ambition. These identified key development sites, in conjunction with current economic development steps being taken by the City of Allegan and its partners, may be the next steps in recognizing Allegan's vision of creating a well-designed place where the community comes together and supports the local economy.

142 Brady Street – The Flatiron Building

The flatiron building at 142 Brady Street is located on the corner of Downtown Allegan's largest intersection. This physically and architecturally imposing structure is a major focal point of three adjoining roads and is visible to the entirety of the main street. It has sat vacant for more than a decade, but has promise to increase the charm of Downtown Allegan and leverage the progress made on other exciting projects.



142 Brady Street, "The Flatiron Building", Downtown Allegan.

155 Brady Street – Second Floor

One of the largest buildings located in Downtown Allegan is home to an insurance company on the street level and an ice cream shop on the lower Riverfront level, but remains vacant on the top floor. Located at the corner of Hubbard and Brady Streets, 155 Brady Street serves as a visual terminus—the

endpoint of the Locust Street corridor. Once activated, this three-level building has the potential to join the Shoppes at the Penney's Block and Lumberman Lofts as one of the most impressive fully-utilized properties in Downtown Allegan.

125 Locust Street – Second Floor

Like all of the previously mentioned locations, 125 Locust Street is another anchor in Downtown Allegan. Home to the R B Huff Store for over 50 years, when the cornerstone store went out of business, a locally-owned, handmade headband business quickly occupied and grew into this corner of the downtown's main shopping street. Now a successful women's clothing boutique complete with in-house light manufacturing of the specialty headbands, the eye-catching building's vacant second floor has come into focus.

MILL DISTRICT DEVELOPMENT

The Mill District, located on the eastern edge of Allegan's Downtown Business District, was once the driver of Allegan's economic vitality. Previously operating fifteen water-powered mills, the Mill District has been

been largely abandoned since Imperial Carving's closing in 1997. To maximize the potential of the Mill District and complement the existing business core, a strategic approach should be employed to assemble a new recreational area to serve as a draw for both commercial and residential investment. Creating such an asset will attract visitors into the community to experience Allegan and support nearby local businesses. To activate this unique piece of real estate, a proposed mixed-use development has been put forth with a focus on leveraging non-developable areas to drive value to developable parcels, per the 2019 Allegan Mill District Report.



Current Mill District Topography



Conceptual Mill District Improvements

The Mill District aerial imagery and conceptual plans as presented in the Allegan Mill District Report, 2019.

FIRST-FLOOR PEDESTRIAN CONNECTIVITY

Allegan's Downtown Business District comprises more than 110 storefronts over approximately 33 acres, most of which have second-floor spaces. While the business district has gained several retail spaces in the past few years, the current downtown building usage in the City of Allegan does not maximize its commercial potential. A study conducted in the summer of 2020 to determine current usage patterns revealed that with over 25% of first floor units containing offices, the level and variety of retail and dining opportunities are being limited by space constraints. Because of the large number of first floor offices, Allegan's downtown is losing a chance to encourage leisurely window-shopping and other retail-based activity in the commercial core that cannot be done with offices.

To create a well-designed place where the community comes together and supports the local economy, the City of Allegan is committed to fostering first-floor pedestrian connectivity within the downtown business district. The desired use for first floor units is retail and entertainment while upper floor units accommodate office and residential space. However, certain sites along Brady, Locust, Hubbard, and Trowbridge Streets remain excellent candidates for single-use, dense apartment complexes. To achieve this formation, the following goals were established as part of the Downtown Allegan Master Plan process:

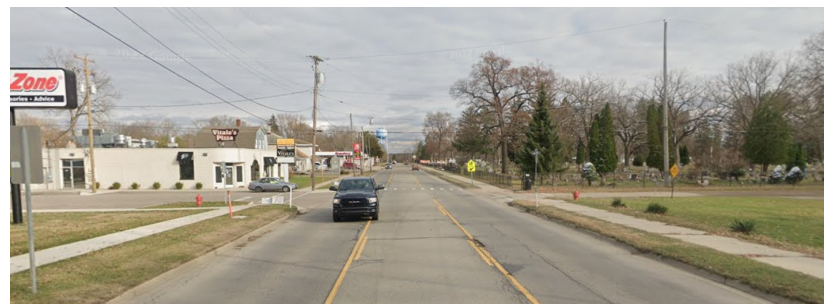
DOWNTOWN ALLEGAN MASTER PLAN GOALS

- 1) Place an emphasis on the recruitment and retainment of retail, dining, and entertainment uses in the downtown;**
- 2) Focus on occupying first floor vacancies with retail, dining, and entertainment uses in the downtown;**
- 3) Incentivize the development and use of second story vacancies as residences; and**
- 4) Encourage the relocation of current or future office spaces to second floor units.**

AESTHETIC IMPROVEMENTS TO COMMERCIAL CORRIDORS

In addition to the City of Allegan's downtown business district, there are several commercial corridors that serve as entryways to the community. These can be found along M-40 North and South and M-

89. These corridors are primarily composed of commercial chain establishments with few locally owned and operated businesses. As entryways to the City of Allegan, it may be imperative that these corridors maintain a cohesive and aesthetic appearance. This can be accomplished through zoning and design standards approved through the site plan review process. Such measures may include required setbacks, landscaping, common streetscape elements, and improved traffic circulation.



Coming into the City (top to bottom): M-40 North (2022), M-40 South (2019), and M-89 (2022). Source: Google Maps

Economy

In the summer of 2020, the Allegan Economic Development Corporation and Allegan City Council adopted an *Economic Development Plan (EDP)*. This Plan serves as a tool through which the City can support community revitalization by directly engaging with Allegan businesses, innovators, and talent to map the future of the local economy. As the guiding document for economic growth and development in the City of Allegan, the goals detailed in the *Economic Development Plan*, as summarized below, outline a vision for physical development through the perspective of the local economy.

GROWTH, MAINTENANCE, AND EMPHASIS OF BIOTECH INDUSTRIES

The City of Allegan's two largest employers are a logistical arm of the Perrigo Company, one of the world's largest suppliers of over-the-counter pharmaceutical products, and Ascension Borgess Allegan Hospital (*EDP*, pg. 5). This economic foundation places the City of Allegan at a key intersection of health care and biotechnology. The City of Allegan seeks to promote the growth and maintenance of biotechnology and healthcare companies with the goal of establishing Allegan as a hub of biotech, medicinal, and supporting industries. With the regional presence of Pfizer and Stryker, two additional international medical technology and pharmaceutical companies, the City of Allegan is in a unique position to present opportunities for the Perrigo Company and similar firms to anchor their places in the biotech market within a complimentary regional economy brimming with specialized supporting companies.

EXPANSION OF MANUFACTURING CAPACITY

In addition to a strong biotech presence, the City of Allegan is home to a large manufacturing industry including such companies as

Allegan Tubular Products, Inc., Fabricated Components & Assemblies, Inc., and RCI Adventure Products among others. The success of this sector is attributed in part to the Highland Industrial Park's current lack of vacancy, indicating a need for further capacity (*EDP*, pg. 14). The City of Allegan has made a priority of expanding manufacturing capacity to provide the community with increased employment opportunities and a more robust tax base.



Research and Development. Source: RCI Adventure Products

IMPROVEMENT OF STRONG DOWNTOWN SERVICE INDUSTRY

While the City of Allegan already accommodates many unique and successful retailers and restaurants, the *Gibb's Planning Group Retail Market Analysis* identified a potential additional capacity of up to 77,500 square feet of new retail space, producing an additional \$26.0 million in sales by 2024 (Gibb's Planning Group, 2019). With an active consumer base of Allegan residents and inbound workday

commuters, the City of Allegan recognizes a need to strengthen its downtown's services market by providing additional retail opportunities across a broader array of niche industries. A strong and diverse downtown business district can enhance the local quality of life and influence additional entrepreneurs to invest in the area.

LEVERAGE RECREATIONAL TOURISM FEATURES

The Allegan regional community is home to many valuable natural resources like the Kalamazoo River, the Allegan State Game Area, the Allegan Mountain Biking Trail and recreational assets such as Cheshire Hills Golf Course, the Lynx Golf Course, and Bittersweet Ski Resort (*EDP*, pg. 15). The popularity of this expansive recreational inventory has prompted the City of Allegan to promote and complement those assets to attract additional recreational tourists. By increasing tourist amenities like lodging, restaurants, and retail spaces specializing in sporting goods and hobbies, the City has an opportunity to enhance its economy through tourist dollars and promote public health through increased access to recreation and wellness assets.



The LYNX Golf Course. Source: lynxgc.com

AUGMENTATION OF A STRONG WORKFORCE THROUGH EDUCATION

To address a lack of post-secondary educational options identified in the *Economic Development Plan* (pg. 7), in the City of Allegan has made it a goal to identify beneficial skill development programs through both statistical research and local inquiry; The City has since endeavored to both produce large-scale market research and host conversations with local businesses to determine what job-training will create a valuable workforce in the City of Allegan. With this information, skill development courses and career-readiness programs can be offered in conjunction with local educational entities such as the Allegan County Area Technical & Educational Center. A more complete profile of educational opportunities will allow the City of Allegan to realize greater job attraction and retention, more engaged community members and consumers, and more.

CREATION OF HOUSING DIVERSITY

If the City of Allegan is to become a hub of economic development accommodating all socio-economic statuses and levels of education, adequate and desirable housing must be made available. By diversifying available housing in the City of Allegan to attract currently underrepresented demographics, a reverse in neighborhood decay and declining housing values may be realized as homeowners further invest in their properties (*EDP*, pg. 16). Additionally, investment in the housing market may result in a more robust tax-base for the City of Allegan, allowing the City to allocate funds toward accompanying economic development efforts and other community-improving amenities.

Public Parks and Recreational Assets

The 2019-2023 *Community Recreation Plan (CRP)* completed in 2019 through a partnership with Wightman and Associates establishes both overarching goals for all municipally owned assets and feedback informed site-specific wants and needs. These goals and community desires were informed by feedback from the City of Allegan's Public Spaces Commission and a public input survey.

OVERARCHING GOALS

Goal #1. Effectively promote and publicize City of Allegan parks.

To properly maximize rewards from the City of Allegan's many parks, residents and visitors alike must be informed about the recreational benefits they have to offer. By promoting these community assets, resident awareness can result in greater park use and increased public health while visitor awareness can complement the City's tourist attraction efforts. Promotion can be accomplished through publications advertising Allegan's recreational assets, standardized wayfinding park signage and maps throughout the city, and an increased online presence for City of Allegan parks and recreational sites (*CRP*, pg. 52).

Goal #2. Provide walking, biking, running and other activities with trails, paths, and bikeways.

Walking, biking, and running are popular and accessible pastimes for those looking to enjoy the outdoors and maintain their physical and mental health. The City of Allegan has several trails, paths, and bikeways for these activities including the Allegan Mountain Biking Trail, the Allegan Sport & Wellness Complex paved loop, the riverside boardwalk stretching across Hanson, Riverfront, and Mahan Parks, and more. Utilization, however, is limited

by the lack of connectivity and amenities between these sites, stifling participants' capacity to safely extend their mileage and activities throughout the City. By connecting these recreational sites and adding amenities such as mile markers, lighting, and repair stations, the City of Allegan can enhance the activity levels of residents while also activating dormant areas of the community through increased connectivity and accessibility (*CRP*, pg. 52).

Goal #3. Plan for the recreational needs of all ages and abilities of people by providing a wide range of active and passive recreation opportunities that span Michigan's four seasons.

The facilitation of recreational opportunities for people of all abilities is an integral step to promoting an inclusive, welcoming culture. Not only is it necessary to provide accommodations like accessible playgrounds and inclusive athletic opportunities for children and those with physical and cognitive disabilities, but the City of Allegan must also properly plan for mobility challenges among an aging population. Additionally, the Allegan regional climate supports a variety of recreational activities year-round that can be leveraged to promote tourism in the area (*CRP*, pg. 52). From kayaking down the Kalamazoo River in the summer to cross-country skiing the Allegan Mountain Bike Trail in the winter, the City of Allegan has an opportunity to tap into various recreational opportunities throughout the year.

Goal #4. Create Master Plan for all parks to direct development as funding becomes available.

Clear direction and intentional actions will be critical to

achieving the goals set forth by the City of Allegan and its stakeholders. The community can prioritize recreational wants and needs to more efficiently allocate available funding. Items to consider can include use rates of specific parks, their existing conditions and levels of safety, and the parks' role in the larger development and promotion of the City of Allegan (CRP, pg. 53).

Goal #5. Provide all residents with a park within a ¼-mile radius.

The benefits of having an easily accessible park or other green space within neighborhoods are numerous, including improved physical, mental, social, and environmental health. Residents' ability to participate in recreational opportunities and connect with nature can strengthen community satisfaction and engagement. Many of the City of Allegan's parks are currently disconnected from surrounding neighborhoods, forcing community members to cross busy roadways such as Marshall Street, Western Avenue, or Monroe Street to access them. By locating parks nearer to residential neighborhoods, the vast benefits of city parks can be more fully realized (CRP, pg. 53).

SITE-SPECIFIC GOALS

As part of the 2019-2023 *Community Recreation Plan* public input survey, respondents were asked to indicate the changes they would most like to see made within each individual park. Successfully planning for the future of Allegan's recreational resources will require consideration of community desires in determining what changes will increase community usage, engagement, and perception.

Allegan Dam, Canoe Portage and Mill District

When asked what addition respondents would most like to see at the Allegan Dam, Canoe Portage, and Mill District recreational

area, 28.64% of respondents indicated a need for restrooms, followed by an upgraded fishing pier (14.56%) and picnic tables (10.19%). Additional comments touched upon subjects such as the need to make the water and park more accessible through additional and improved amenities and a desire to aesthetically improve the area (CRP, pg. 28).

The City of Allegan Public Spaces Commission has prioritized improvements in response to this public input, including the addition of a kayak launch further from the rapids, improved portage accessibility, the addition of restroom facilities, and the addition of a non-motorized trailway.

Allegan Mountain Biking Trail

As one of the newer and more specialized recreational assets within the City of Allegan, the Allegan Mountain Biking Trail is not utilized by or did not receive an opinion from over 50% of community members. However, of those respondents that left suggestions, most indicated a need for restroom facilities (18%) and lighting (16%). Other comments suggested an expanded, well-maintained trail system and promotion of year-round activities. The *Community Recreation Plan* includes direction for the addition of temporary restroom facilities, and the expansion of the mountain biking trail in conjunction with other non-motorized trail networks (pgs. 46-47).

Allegan Wellness and Sports Complex

As one of the City's most utilized parks, the Allegan Wellness and Sports Complex received much community feedback on desires and methods for improvement. Respondents were most interested in fitness stations around the one-mile paved walking trail (22.33%), followed by a disc golf course (19.42%) and sand volleyball court (10.68%). Other support was voiced for additional athletic facilities including pickleball courts, an ice pavilion, a calisthenics park, and more (CRP, pg. 34). Lighting pickleball courts have been prioritized

as an addition at the Allegan Wellness and Sports Complex by the Public Spaces Commission.

Cook Street Park

Over 70% of respondents indicated that they either do not use Cook Street Park or have no opinion on its future development—possibly due to its small size and location within a residential area away from the downtown core. The improvements most desired by respondents familiar with the park include lighting (7%) and a gazebo (6%), although the most resounding theme across the additional comments was a need to enhance community awareness of smaller parks such as Cook Street Park (*CRP*, pgs. 24-25). The Public Spaces Commission is committed to improving the lighting and aesthetics of this park.

Hanson Park

Like Cook Street Park, most respondents indicated that they either do not use Hanson Park or have no opinion on its future development (29.13%). The most desired improvement at Hanson Park is the addition of kayak rental facilities at 25.73% of responses. As such, the City of Allegan has entered into an agreement with a private kayak rental company for the 2021 season and beyond if the amenity is successful. The next highest desire indicated is for closer restroom facilities at 20.87% (*CRP*, pg. 42). This desire may have recently been adequately met with renovation of the Allegan District Library placing accessible restrooms on the riverfront level and the addition of public restrooms on the Riverfront Plaza. Additional comments revolved around added facilities such as seating, parking, and accessible recreational equipment.

Jaycee Park

The most desired improvement at Jaycee Park—a splash pad (29.61%)—was added to the community three blocks south at the Riverfront Plaza in 2019. The second-most popular response voiced support for a handicap-accessible playground at 23.30% of

responses. Currently, none of the playgrounds within city-owned park are fully accessible for those with physical and cognitive disabilities. Other comments focused on additional facilities such as pickleball courts, an ice rink, and a boat launch, as well as the improvement and maintenance of existing facilities such as the basketball court, playground, and dog park (*CRP*, pg. 44).

Mahan Park

Similar to other City parks, most respondents do not use or have no opinion of Mahan park (41%), while the most popular desire is for restroom facilities (25%). However, this survey was completed before public restrooms were constructed on the Riverfront Plaza just 370 feet to the west. Respondents also expressed a desire for additional programming and events (14%); Currently, the *Good Times at the Gazebo* concert series is held by a non-profit organization on Saturday nights in the summer. Additional comments included requests for aesthetic and structural improvements, as well as ideas about activating the space (*CRP*, pgs. 32-33). Replacement of the gazebo is an objective set within the *Community Recreation Plan*.

Riverfront Plaza

The scheduled removal of the Allegan Dam will provide an opportunity to develop the most desired improvement to the Riverfront Plaza—a boardwalk parallel to Marshall Street that will create a continuous boardwalk loop—as indicated by 34.47% of respondents. Other top responses included restroom facilities (since added in 2020) and a seasonal café at 28.16% and 18.45%, respectively. Other comments provided further support for an enhanced and well-maintained boardwalk and a need for dining and retail options on the riverfront (*CRP*, pg. 40). In addition to their efforts to add restroom facilities, the Public Spaces Commission has made boardwalk repairs a priority.

Rossman Esplanade Park

Like Cook Street and Mahan parks, most respondents indicated that they either do not use or have no opinion about the future of Rossman Esplanade Park (62.12%). Among those who responded otherwise, the most requested addition was a playground structure at 12.14%, which is an objective of the Public Spaces Commission, followed by safe access between the park quadrants at 6.80%. Additional support was voiced for resurfacing the pickleball courts and activating the quadrants that do not currently house any amenities (CRP, pgs. 36-37).

Sue Lange Memorial Park

Sixty-three (63%) percent of respondents indicated that they do not use or have no opinion about the future of Sue Lange Memorial Park. The most desired improvement, though, is the addition of benches surrounding the existing fountain at 21%. While comments suggest this park is not well-known to residents, those that did use it remarked on its beauty; Several comments still voiced concerns over the cleanliness and comfort of the area, however (CRP, pgs. 38-39). The addition of benches facing the fountain remains a goal of the City of Allegan Public Spaces Commission.

Trestle Trail Park

While almost half of all respondents still listed that they do not use or have no opinion about the future of Trestle Trail Park, its connectivity to Jaycee Park provides opportunity for promotion and further usage. Connecting this park to other bike and pedestrian trails within Allegan was the most popularly listed suggestion (31%), as the bridge currently connects Jaycee Park to the south to a bare parking lot to the north. Community members voiced desires for a welcoming destination and entrance on both ends of the trail (CRP, pgs. 30-31). The addition of landscaping along the trail north of the Kalamazoo River is a step that the City of

Allegan intends to take to help address this community concern.

Water Street Park

Thirty-six (36%) percent of respondents indicated that they do not use Water Street Park or that they have no opinion about its future, while another 36% expressed that they would most like maintenance of the existing landscaping to enhance views of the Kalamazoo River and yet another 11% expressed a desire for trail mile markers. Both of these desires have been listed within the *Community Recreation Plan's* goals and objectives. Another theme across additional comments included connectivity to the restaurants and retailers located on Water Street through back entrances (CRP, pgs. 26-27).

Environmental Features and Quality

To maintain the City of Allegan's beautiful natural resources and continue to work towards environmental sustainability, the City must take steps to ensure that the community has ample opportunities to interact positively with the natural environment. As mentioned in the Existing Conditions chapter, the City of Allegan works closely with the Allegan Conservation District when outlining the necessary steps to achieve environmentally focused goals. The following environmental themes were created through this partnership.

GREEN STORMWATER INFRASTRUCTURE

Green stormwater infrastructure has seen growing support across many urban areas as communities begin to address environmental health and safety. It can take form as rain gardens, bioswales, permeable pavements, green roofs, and more. By absorbing rainfall, these types of infrastructure reduce surface water runoff volumes, which in turn reduce sewer overflows and pollutant discharges. Additionally, complex, organic surface area in an otherwise paved environment acts as a heat sink that helps reduce urban heat island effect. The City of Allegan has included green stormwater infrastructure in such recent projects as the Perrigo Splash Pad rain gardens and the Cutler Street Parking Lot landscaping. The inclusion of green stormwater infrastructure in upcoming roadway projects will remain an objective of the City of Allegan.

INVASIVE SPECIES PREVENTION

To effectively protect the Allegan regional community from invasive species, the City of Allegan staff and residents should remain vigilant and watch for common warning signs such as damage to native plants and unfamiliar organisms and plants. One of the best ways to prevent the introduction of invasive species into the community is to regularly clean any landscaping and yardwork equipment that may



Render of proposed Cutler Street parking lot landscaping (completed as of adoption of this report), 2019.

unintentionally spread these species.

Additionally, ensuring that firewood is not brought into the community from non-local sources can help prevent the invasion of nonindigenous species considered dangerous to native forestry. If an invasive species is detected, local officials will work with the appropriate state departments to efficiently remove the threat from the natural ecosystem.

TREE CANOPY PRESERVATION

The City of Allegan has also made an environmental goal of preserving and expanding the community's current tree coverage. The City of Allegan maintains tree preservation standards within its Code of Ordinances (Ch. 30, art. II *Tree Protection*). The purpose of this ordinance is to regulate the removal of trees from public and private property within the city to best preserve and enhance valuable natural resources as well as protect the health, safety, and

welfare of community members. It is the intention of the City of Allegan Public Spaces Commission to work with City Council, City of Allegan staff, and the Allegan Conservation District to conduct a tree canopy analysis that provides a breakdown of the City's urban forestry coverage. Once an analysis has been completed on the current canopy, City of Allegan staff and officials can create a data-backed canopy goal and take the actions necessary to reach and maintain it.

WATERWAY PROTECTION

The City of Allegan seeks to limit the negative impacts of development on its waterways. This can be accomplished through the establishment of a waterfront setback that would prohibit development within a specific distance from the Kalamazoo River. The setback protects against flooding and erosion that may damage properties while ensuring a sufficient space for rainwater filtration to prevent excess surface runoff. Additionally, the City may allow development of permeable surfaces within that setback zone to limit development restrictions. Permeable surfaces such as vegetation, permeable concrete, or any green stormwater infrastructure as listed above allow water to be filtered through the ground without entirely prohibiting usage of the land.

POLLINATOR HABITAT IMPROVEMENTS

Improving natural pollinator habitats can provide benefits to the Allegan ecosystem by facilitating pollination and food production necessary for local wildlife and agriculture to flourish. Natural pollinators include bees, bats, flies, mosquitoes, and a wide range of other organisms with their own unique benefits and needs. To best promote and provide habitats suitable for these pollinators, the City of Allegan Department of Public Works may work with local native nurseries to determine what types of indigenous plants would best thrive in the City's parks and other recreational sites.



Cross-section of a typical rain garden installation, designed to prevent pollutant runoff and more thoroughly distribute rainwater recharge.
Source: Michigan United Conservation Clubs



Pollinator garden providing a variety of native plants for local pollinators.
Source: Michigan United Conservation Clubs

Transportation and Infrastructure

A city's transportation and utility infrastructure dictates the form and flow of community life. Roadways and utility infrastructure play a large role in the amount of development supportable in the community and ease of connectivity between potential buyers and sellers. While the City of Allegan has the ability to sustain further growth through its water and sewer systems, continuous improvements must be pursued across all transportation and infrastructure assets to continue furthering the City's growth.

LEAD SERVICE LINE REPLACEMENTS

The United States Environmental Protection Agency (EPA) and the Centers for Disease Control and Prevention (CDCP) both uphold that there is no safe level of lead in water for consumption. In response to this public health concern, and increased in urgency by the Flint Water Crisis, the State of Michigan is requiring utilities across the state to remove all lead service lines that connect homes to water mains, as well as galvanized steel lines that are or were connected to lead lines. It is estimated that over 75% of the service lines in the City of Allegan will need to be replaced to assure the public health of the community. As a result, the City of Allegan will need to replace these lead service lines over the next 20 years in accordance with state regulations. Federal funding is available through multiple programs including the Drinking Water State Revolving Funds, the Water Infrastructure Improvements for the Nation Act Grants, the Water Infrastructure Finance and Innovation Act, and the HUD Development Community Block Grant program, though many communities are likely to receive their primary source of funding through water and sewer rates. With a goal of replacing 5% of lead service lines per year, the City of Allegan will need to continually budget resources towards this extensive infrastructure project.

CONTINUAL ROADWAY IMPROVEMENTS

As illustrated in the Existing Conditions chapter, the PASER ratings for City of Allegan roads indicate that many are in need of improvements. The City has completed several roadway projects in neighborhoods over the past few years including the Russell-Robinson and Highland-Riverside-Wolcott subareas. The City also continually works with the Michigan Department of Transportation to address necessary improvements along the state highways within the community. As roadways require perpetual maintenance and improvements to facilitate business, recreation, and development, the City of Allegan has established a goal to continually evaluate the quality of its roadways to prioritize the most necessary improvements. City staff, specifically the Department of Public Works, will remain attentive to the infrastructural needs of the community and properly budget and plan for these projects.



Planned roundabout for the intersection of M-89, M-40, Ely and Hubbard Streets set to begin construction in 2024.

Source: City of Allegan, 2022

RENEWABLE ENERGY

As climate change continues to become a more pressing threat, local governments can dramatically reduce their carbon footprint by purchasing or directly generating electricity from clean, renewable sources. By pursuing and promoting renewable energy opportunities, the City of Allegan can reduce greenhouse gas emissions from fossil fuels, diversify energy supply, reduce dependence on imported fuels, and create a wide range of cutting-edge economic development opportunities. To facilitate the introduction of the renewable energy sector to the local economy, the City can permit and encourage homeowners to install renewable technologies like solar panels and personal wind energy systems while simultaneously assessing the City's needs and exploring compatible renewable energy sources.



Roof-mounted solar panels seen atop a historic Allegan home on a snowy day.
Source: Google Maps

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V. FUTURE LAND USE

This chapter outlines the City of Allegan's vision for future physical development through updated land use classifications and designations. This land use map will form the foundation of all zoning ordinance text and map amendments as the City strives for consistency and coherence across all plans and documents adopted by elected and appointed officials in the City of Allegan.

Future Land Use Designations

Planning for adequate and desirable housing types is one of the most important functions of land use planning. A city's housing stock is an especially present characteristic of the community and can play a large role in the attraction and retention of population subsets. While municipalities of the City of Allegan's size seldom play the role of housing developer, their actions can directly guide and influence the development able to occur within city limits. Alongside the maintenance of the current housing stock in the community, the City of Allegan Planning Commission has prioritized the following housing types and complementary land use designations as they seek to plan for community growth and changing housing trends.

Below each Future Land Use District name are the zoning districts to which they directly correspond. *Current Equivalent* refers to the directly corresponding zoning district as it exists in the City of Allegan Zoning Ordinance at the time of adoption of this Master Plan. *Future Equivalent* refers to the directly corresponding zoning district as proposed to be created following the adoption of this plan. At that time, the FLU district may correspond to properties zoned within both zoning districts unless otherwise stated.

RSF – Residential, Single-Family

The *RSF - Residential, Single-Family District* is intended to maintain the City of Allegan's many historic residential streetscapes that are primarily single family in nature. Covering a rich housing stock of Victorian-style homes, pre-War bungalows, and contemporary mid-American builds, this Future Land Use District seeks to preserve the established character of Allegan's many established single family neighborhoods. The allowance of accessory dwelling units (ADUs) may be permissible if the design is compatible and secondary to the primary residential unit.

The RSF District is compatible with the *R-1 - Single-Family Residential Zoning District - Low Density* and any district to be created of the same name.

RF – Residential, Flexible

The *RF - Residential, Flexible District* is intended to introduce unique models of housing to underdeveloped neighborhoods featuring large tracts of vacant space. In addition to standard detached, single family homes, alternate forms of housing permitted include attached single family housing, accessory

dwelling units (ADU), clusters of housing below standard square-footage requirements, and dwellings made of nontraditional building materials and styles. It is designed to fill gaps in the housing market that cannot be adequately met elsewhere and further an efficient use of space and density for more compact, walkable neighborhoods.

The RF District is compatible with the *R-2 - Single-Family Residential Zoning District - Medium Density* and any district to be created of the same name.

RMD – Residential, Mixed-Density

The *RMD - Residential, Mixed Density District* is intended to provide for a wider range of density types than are permitted in more traditional zoning configurations. Housing types can range from single-family homes to quadplexes to full multi-story apartment complexes with the goal of creating an urban feel where the opportunity exists to do so, while maintaining a variety of densities and an efficient use of space.

The RMD District is compatible with the *R-3 - Multiple-Family Dwelling Units Zoning District* and any district to be created of the same name.

RMH – Residential, Mobile Home

The *RMH - Residential, Mobile Home District* is intended to provide for the location and regulation of manufactured housing communities. These areas may be provided necessary community services in a setting that provides a high quality of life for residents and residential development standards consistent with all other residential districts in the City of Allegan.

The RMH District is compatible with the *R-4 - Mobile Home Residential Zoning District* and any district to be created of the same name.

OS – Open Space

The *OS - Open Space District* is intended to encompass lands upon which minimal development is feasible. These areas are best utilized as recreational resources with low-impact activities such as sports fields, parks, walking trails, and preserves. Various parcels within the OS District remain under private ownership, but are represented as such to demonstrate the City of Allegan's desire to expand and institutionalize further green space and recreational assets for its citizens and visitors alike and protect the environment where applicable.

The OS District is compatible with the *PGL - Public/Governmental Lands Zoning District* and any district to be created of the same name.

CBD – Central Business District

The *CBD - Central Business District* is intended to represent the soul of Downtown Allegan, comprising neoclassical and midcentury commercial and mixed-use row buildings in a dense, mixed use urban environment. This district is where residents and visitors gather to take advantage of boutique and artisan shops; personal service establishments; restaurants, cafes, and bars; events and festivities; and more. Further characterizing the CBD is the emphasis on pedestrian activity with complete, micromobility-friendly streetscapes. The majority of businesses at grade-level shall be retail-oriented business with office and residential units above. Some dedicated residential buildings serving multiple units may be appropriate on non-major downtown streets.

The CBD is compatible with the *CBD - Central Business District*.

CG – Commercial, General

The *CG - Commercial, General District* is intended to provide for businesses and services less suitable for downtown, pedestrian activity and more auto-oriented, high-traffic corridors. These uses

should fulfill necessary needs and provide employment for area residents without adversely impacting the core character of the City or disrupting local neighborhood CN nodes. Uses within this district can include gasoline service stations, auto dealerships and repair services, regional retail, fast food restaurants, and other uses benefitting from auto-oriented interactions.

The CG District is compatible with the *C-2 - General Commercial Zoning District* and any district to be created of the same name.

CN – Commercial, Neighborhood

The *CN - Commercial, Neighborhood District* is intended to provide a sense of unique character to Allegan’s various neighborhoods. Uses within this district provide necessities and entertainment for nearby residents, serving as commercial nodes in otherwise residential areas and mimicking the charm and appeal of the *Central Business District (CBD)* on a local scale. Similarly to downtown, pedestrian and micromobility linkages should provide easy connections from homes to CN nodes and from CN nodes to recreational assets and downtown Allegan. Due to the close proximity to residential properties, uses within this district should be subject to intense scrutiny at plan review to ensure compatibility with surrounding neighborhoods.

The CN District is compatible with the *CR - Restricted Commercial Zoning District* and any district to be created of the same name.

MIC – Mixed Industrial/Commercial

The *MIC - Mixed Industrial/Commercial District* is intended to provide for a flexible range of non-residential uses in unique and transitional parts of the City. *MIC* districts bridge the gap between industrial and commercial areas while also facilitating

the needs of local enterprises to have all facets of operations— industrial, retail, and administrative—in one location.

The *MIC District* is compatible with the *C-2 - General Commercial* and *M-1 Manufacturing Zoning Districts* and any district to be created of the same name.

I – Industrial

The *I - Industrial District* is intended for all manufacturing, supply chain, research, and other such nonresidential uses within the City of Allegan. Uses within the district are to provide employment to Allegan area residents and products and services on a regional or national scale. Facilities should be developed with adequate utility and transportation networks in mind and with respect for the City’s environmental features. While the ultimate goal of the Industrial District is to minimize the adverse effects from noise, odors, fumes, and truck traffic on residential areas, the district is also suitable for professional and corporate offices and campuses at scales undesirable elsewhere in the City.

The *I District* is compatible with the *M-1 - Manufacturing Zoning District* and any district to be created of the same name.

AIR – Airport

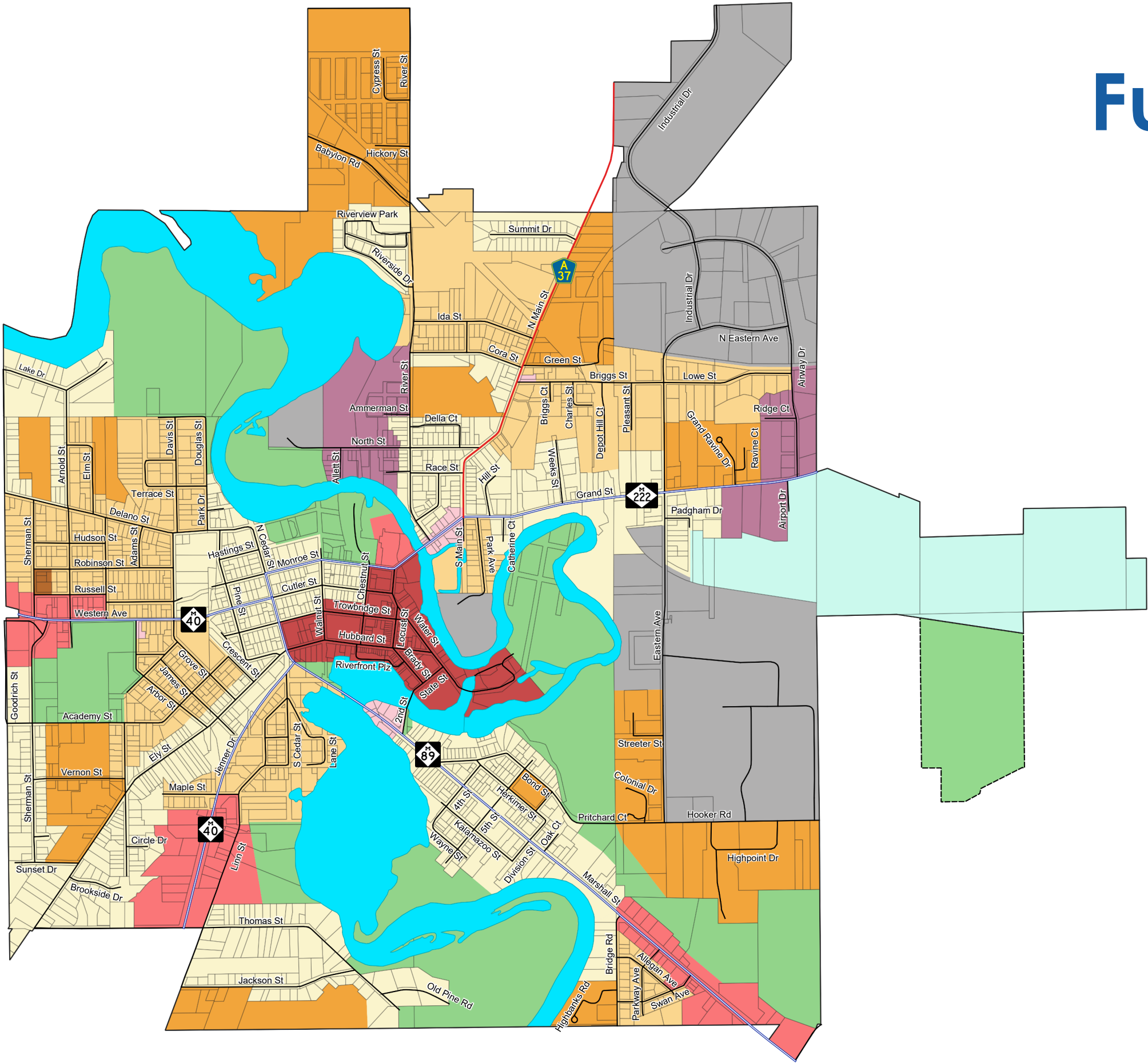
The *AIR - Airport* is intended to allow for the operation of the City Owned Padgham Field Airport and its supported uses. These uses can include a mix of industrial and commercial uses that are secondary in use to the airport and designed to be complimentary to the primary function and operation of the airport.

The *AIR District* is compatible only with any district to be created of the same name.

Map 5.01. City of Allegan

Future Land Use

Map (2023).

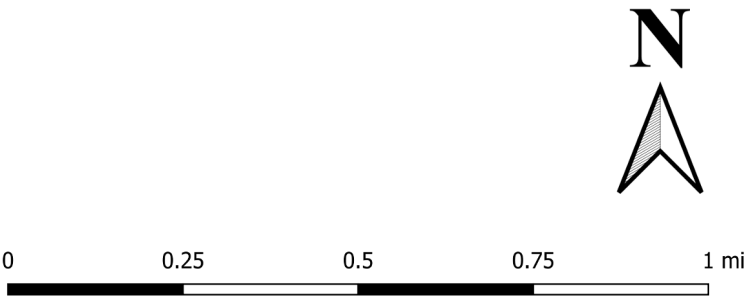


LEGEND

- City of Allegan Parcels
- Allegan Township Parcels, City-owned
- Roads
- Water

Zoning Districts

- RSF Residential, Single Family
- RF Residential, Flexible
- RMD Residential, Mixed Density
- RMH Residential, Mobile Home
- OS Open Spaces
- CBD Central Business District (CBD)
- CG Commercial, General
- CN Commercial, Neighborhood
- MIC Mixed Industrial/Commercial
- I Industrial
- AIR Airport



Source: Allegan County GIS Data Library, 2022

VI. ACTION PLAN

This chapter outlines the City of Allegan's vision for future physical development through updated land use classifications and designations. These land use and zoning maps will form the foundation of all zoning ordinance text and map amendments as the City strives for consistency and coherence across all plans and documents adopted by elected and appointed officials in the City of Allegan.

Planning Theme

HOUSING

GOAL 1. ALLOW FLEXIBILITY THROUGH FLEXIBLE HOUSING

Objective

1. Identify areas appropriate for flexible housing in an update to the City of Allegan zoning ordinance to create additional and affordable housing options.
2. Develop standards for flexible housing to better utilize properties within the City of Allegan and promote housing creativity that will appeal to new and existing residents.

Timeline

One Year

Two Years

Partners

City of Allegan
Planning Commission

City of Allegan
Planning Commission

GOAL 2. CREATE REGULATIONS FOR ACCESSORY DWELLING UNITS

Objective

1. Identify areas appropriate for accessory dwelling units in an update to the City of Allegan zoning ordinance to allow for housing opportunities that facilitate affordability and flexibility.
2. Develop standards for accessory dwelling units that will promote the desired flexibility while not detracting from the existing neighborhood.

Timeline

One Year

Two Years

Partners

City of Allegan
Planning Commission

City of Allegan
Planning Commission

GOAL 3. PLAN FOR GROWTH THROUGH MIXED-DENSITY DEVELOPMENT

Objective

1. Identify areas with mixed-density development potential that are undeveloped or vacant with surrounding neighborhoods conducive to such development through an update to the City of Allegan zoning ordinance.

Timeline

One Year

Partners

City of Allegan
Planning Commission

2. Develop conceptual plans for the areas identified for mixed-density development to provide regional developers with a tangible vision.	Two Years	City of Allegan Planning Commission
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GOAL 4. MAINTAIN ESTABLISHED NEIGHBORHOOD CHARACTERISTICS

Objective	Timeline	Partners
1. Identify areas with established, cohesive neighborhood characteristics through an update to the City of Allegan zoning ordinance in order to maintain the existing community framework.	One Year	City of Allegan Planning Commission
2. Develop standards for neighborhoods with established characteristics to preserve visual and aesthetic cohesion	Two Years	City of Allegan Historic District Commission

Planning Theme

BUSINESS DISTRICTS

GOAL 1. IMPROVE DOWNTOWN INFRASTRUCTURE THROUGH THE STREETScape PLAN

Objective	Timeline	Partners
1. Improve pedestrian safety and remove traffic flow ambiguity by installing sidewalk bump-outs at key intersections.	Five Years	City of Allegan Public Spaces Commission; DDA
2. Create more public spaces to invite traffic into the downtown area using distinctive paving materials, lighting, signage, and plantings.	Five Years	City of Allegan Public Spaces Commission; DDA

GOAL 2. ENCOURAGE DEVELOPMENT OF PRIME OPPORTUNITY SITES

Objective	Timeline	Partners
1. Work with consultants and local bodies to identify key investors for downtown opportunity sites.	One Year	City of Allegan staff; DDA
2. Market the City's prime opportunity sites to potential investors using advertising publications and an increased online presence.	Ongoing	DDA; City of Allegan staff

GOAL 3. CONTINUE EFFORTS TOWARDS MILL DISTRICT DEVELOPMENT

Objective	Timeline	Partners
1. Curate zoning regulations that are conducive to desired development within the Mill District.	Two Years	City of Allegan Planning Commission

2. Market the potential of the Mill District to citizens and local and outside investors to increase interest.	Ongoing	City of Allegan staff
3. Distribute a survey to determine what Allegan citizens would most like to see happen within the Mill District.	One Year	City of Allegan staff

GOAL 4. FACILITATE FIRST-FLOOR PEDESTRIAN CONNECTIVITY

Objective	Timeline	Partners
1. Prioritize the recruitment and retainment of retail, dining, and entertainment uses in the downtown with a focus on occupying existing first floor vacancies.	Ongoing	DDA; City of Allegan staff
2. Incentivize the development and use of second story vacancies as residences and offices and encourage the relocation of current or future office spaces to second floor units.	Ongoing	City of Allegan Planning Commission; DDA

GOAL 5. AESTHETICALLY IMPROVE COMMERCIAL CORRIDORS

Objective	Timeline	Partners
1. Assess current zoning regulations along commercial corridors to ensure and improve aesthetic standards.	Two Years	City of Allegan Planning Commission
2. Consult with MDOT to discuss visual and functional improvements to M-40, M-89, and M-222.	One Year	MDOT
3. Install placemaking and identifying city signage at entrances/exits to the city to improve the sense of place.	Five Years	Local business sponsors; City of Allegan Public Spaces Commission

Planning Theme

ECONOMY

GOAL 1. GROWTH, MAINTENANCE, & EMPHASIS OF BIOTECH INDUSTRIES

Objective	Timeline	Partners
1. Market the City of Allegan as a biotech innovation hub through publications, social media, the City website, and concerted word-of-mouth campaigns.	Ongoing	City of Allegan staff
2. Identify locations for industry expansion with the proper zoning considerations needed to appeal and attract biotech companies.	One Year	City of Allegan Planning Commission

3. Maintain relationship with the Perrigo Company to encourage the expansion of their footprint within the City of Allegan.	Ongoing	City of Allegan staff
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GOAL 2. EXPANSION OF MANUFACTURING CAPACITY

Objective	Timeline	Partners
1. Identify ways in which the use of the Highland Industrial Park can be maximized for the greatest efficiency—this includes identifying available real estate.	One Year	City of Allegan staff
2. Determine viable real estate outside of the Highland Industrial Park where manufacturing/ industrial zoning districts may be suitable.	One Year	City of Allegan Planning Commission

GOAL 3. IMPROVEMENT OF STRONG DOWNTOWN SERVICE INDUSTRY

Objective	Timeline	Partners
1. Pursue grants and other funding opportunities to assist with the Downtown Allegan Streetscape project.	Ongoing	Abonmarche Consultants
2. Provide administrative assistance and other programs to business owners in order to support local initiative.	Ongoing	Allegan Area Chamber of Commerce; MEDC
3. Attract the addition of 25,000 sq. ft. of retail and restaurant space to Downtown Allegan.	Three Years	City of Allegan staff

GOAL 4. LEVERAGE RECREATIONAL TOURISM FEATURES

Objective	Timeline	Partners
1. Market the City of Allegan's recreational assets in regional magazines and publications, as well as on the City of Allegan website.	Ongoing	City of Allegan staff
2. Continue working with private developers to successfully secure the development of a hotel in Downtown Allegan.	Two Years	City of Allegan staff

GOAL 5. AUGMENTATION OF A STRONG WORKFORCE THROUGH EDUCATION

Objective	Timeline	Partners
1. Identify beneficial skill development programs through both large-scale market research and conversations with local businesses to determine what job-training will create a valuable workforce in the City of Allegan.	One Year	Local businesses; AAESA
2. Build and maintain a labor force of diverse educational backgrounds to create a varied economy of local employers.	Ongoing	Allegan Area Chamber of Commerce; AAESA

GOAL 6. CREATION OF HOUSING DIVERSITY

Objective	Timeline	Partners
1. Diversify available housing to attract currently underrepresented demographics and provide affordable options.	Ongoing	City of Allegan Planning Commission
2. Create neighborhoods conducive to unique and varied housing types to encourage residential flexible.	Ongoing	City of Allegan Planning Commission

Planning Theme

PUBLIC PARKS AND RECREATIONAL ASSETS

GOAL 1. EFFECTIVELY PROMOTE AND PUBLICIZE CITY OF ALLEGAN PARKS

Objective	Timeline	Partners
1. Promote the City of Allegan's parks and recreational assets through advertising publications and increased online presence.	Ongoing	City of Allegan staff
2. Introduce wayfinding and identifying signage to better promote and characterize City parks.	Ongoing	City of Allegan Public Spaces Commission

GOAL 2. PROVIDE WALKING, BIKING, RUNNING, AND OTHER ACTIVITIES WITH TRAILS, PATHS, AND BIKEWAYS

Objective	Timeline	Partners
1. Increase connectivity of existing trails, corridors, and parks to improve utilization and circulation.	Ongoing	City of Allegan staff
2. Provide amenities to existing recreational assets such as mile markers, lighting, and bike repair stations.	Ongoing	Local business sponsors; City of Allegan Public Spaces Commission

GOAL 3. PLAN FOR THE RECREATIONAL NEEDS OF ALL AGES AND ABILITIES OF PEOPLE BY PROVIDING A WIDE RANGE OF ACTIVE AND PASSIVE RECREATION OPPORTUNITIES THAT SPAN MICHIGAN'S FOUR SEASONS

Objective	Timeline	Partners
1. Offer accessible playgrounds and inclusive athletic opportunities for children and those with physical and cognitive disabilities.	Ongoing	Local business sponsors
2. Promote year-round outdoor recreational opportunities to increase tourism during off seasons and utilization of regional assets.	Ongoing	City of Allegan staff

3. Brand the City of Allegan as a place for diverse, year-round and accessible recreational opportunities by encouraging recreation-related businesses and amenities.	Ongoing	Allegan Area Chamber of Commerce; City of Allegan staff
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GOAL 4. CREATE MASTER PLAN FOR ALL PARKS TO DIRECT DEVELOPMENT AS FUNDING BECOMES AVAILABLE

Objective	Timeline	Partners
1. Distribute a survey to assess community desires for parks to prioritize allocation of funds.	Two Years	Park Consultants
2. Establish specific and time-sensitive goals and objectives for each park to guide development.	Two Years	Park Consultants
3. Identify grants and other funding opportunities to secure additional resources for development.	Two Years	Park Consultants

GOAL 5. PROVIDE ALL RESIDENTS WITH A PARK WITHIN A ¼ MILE RADIUS

Objective	Timeline	Partners
1. Identify potential sites for establishments as additional recreation sites and parks.	One Year	City of Allegan Public Spaces Commission
2. Improve accessibility of existing parks to encourage further usage by residents within a ¼ mile radius.	Two Years	City of Allegan staff

Planning Theme

ENVIRONMENTAL FEATURES AND QUALITY

GOAL 1. PREVENT THE INTRODUCTION OF INVASIVE SPECIES

Objective	Timeline	Partners
1. Raise awareness of invasive species to increase reports of identification and tracking through publications and increased online presence.	Ongoing	DNR; EGLE; MDHHS; Allegan County Conservation District
2. Raise awareness of mitigation tactics and common vectors such as landscaping equipment and nonlocal firewood through publications and increased online presence.	Ongoing	DNR; EGLE; MDHHS; Allegan County Conservation District
3. Install preventative amenities at recreational sites such as boot brushes and boat rinsing stations.	Two Years	DNR; EGLE; MDHHS; Allegan County Conservation District

3. Install preventative amenities at recreational sites such as boot brushes and boat rinsing stations.	Two Years	DNR; EGLE; MDHHS; Allegan County Conservation District
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GOAL 2. PRESERVE THE CITY OF ALLEGAN'S EXISTING TREE CANOPY

Objective	Timeline	Partners
1. Encourage public appreciation of the City of Allegan's current trees with appreciative and informative signage, publications, and online presence.	Ongoing	Public Spaces Commission
2. Continue upholding and strengthening Tree City, USA status by supporting the local Tree Board, enforcing the tree ordinance, and further investing in urban forestry.	Ongoing	Local business sponsors; Arbor Day Foundation; Allegan Conservation District

GOAL 3. INCLUDE GREEN STORMWATER INFRASTRUCTURE IN CAPITAL PROJECTS

Objective	Timeline	Partners
1. Identify areas within the City most appropriate or conducive to the addition of green stormwater infrastructure.	One Year	Allegan Conservation District
2. Encourage property owners to install their own green stormwater infrastructure such as rain gardens, bioswales, and permeable pavements through advertising publications and an online presence.	Ongoing	City of Allegan staff
3. Assess current commercial and industrial landscaping requirements within the zoning ordinance to either incentivize or increase installation of green stormwater infrastructure.	Two Years	City of Allegan Planning Commission; City of Allegan staff

GOAL 4. PROTECT WATERWAYS THROUGH ZONING MECHANISMS

Objective	Timeline	Partners
1. Assess current waterfront development zoning regulations to determine the necessity and parameters of a waterway setback.	Two Years	City of Allegan Planning Commission
2. Assess current waterfront development zoning regulations to determine potential development exceptions for green and runoff-reducing infrastructure.	Two Years	City of Allegan Planning Commission

GOAL 5. IMPROVE POLLINATOR HABITATS IN THE CITY OF ALLEGAN

Objective

1. Work with local native nurseries to determine what types of indigenous plants would best thrive in the City's parks and other public and recreational sites.
2. Encourage property owners to install their own pollinator habitats through advertising publications and an online presence.

Timeline

One Year
Ongoing

Partners

City of Allegan Public
Spaces Commission
City of Allegan staff

Planning Theme

TRANSPORTATION AND INFRASTRUCTURE

GOAL 1. PROVIDE CLEAN DRINKING WATER THROUGH LEAD SERVICE LINE REPLACEMENTS

Objective

1. Work with the City of Allegan Department of Public Works and EGLE to meet the Lead Service Line (LSL) replacement mandate enacted in 2018.

Timeline

40 Years

Partners

EGLE; City of Allegan staff

GOAL 2. CONTINUE THE IMPROVEMENT OF THE CITY OF ALLEGAN'S ROADWAYS

Objective

1. Identify both what citizens desire to see improved and areas of most concern as determined by Public Works, MDOT, or other engineering body.
2. Work with MDOT to assess, maintain, and improve M-40, M-89, and M-222.

Timeline

One Year
Ongoing

Partners

City of Allegan staff; MDOT
MDOT

GOAL 3. PURSUE RENEWABLE ENERGY INFRASTRUCTURE

Objective

1. Assess the City's current and projected energy needs to determine energy sourcing options and impacts.
2. Encourage property owners to install their own private renewable energy infrastructure through advertising publications and online presence.
3. Assess current renewable energy zoning regulations to incentivize and facilitate further installations.

Timeline

One Year
Ongoing
Two Years

Partners

City of Allegan staff
City of Allegan staff
City of Allegan Planning
Commission



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

MEMORANDUM

TO: Allegan City Council
FROM: Parker Johnson,
Downtown Manager and Assistant to the City Manager

REVIEWED BY: Joel Dye, City Manager
DATE: April 24, 20223

SUBJECT: Positively Allegan Board Reappointments

Action Requested:

It is requested that City Council approve the three reappoints to the Positively Allegan board as recommended by Mayor Galloway.

Background:

Positively Allegan is a non-profit board whose purpose is to strengthen the downtown area of the City of Allegan by organizing, operating, and promoting community events and activities. The Positively Allegan board is behind the scenes operators of Downtown Allegan. Of the nine-member board, three are appointed by the City Council, three by the DDA, and three by the Positively Allegan board members themselves.

The three board members listed below have each expressed interest in renewing their terms that have expired. Their reappointments come with Mayor Galloway's recommendation.

- Rachel McKenzie (board member since 2016) – reappoint for one-year term
- Coulter Purdum (board member since 2020) – reappoint for two-year term
- Trish Winter (board member since 2020) – reappoint for three-year term

Attachment(s):

None



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

MEMORANDUM

TO: Allegan City Council
FROM: Parker Johnson,
Downtown Manager and Assistant to the City Manager

REVIEWED BY: Joel Dye, City Manager
DATE: April 24, 2023

SUBJECT: Carnival Rides for Bridgefest 2023

Action Requested:

It is requested that City Council approve the purchase order for the rental of a Ferris Wheel and carnival funhouse from ACP Entertainment in the amount of \$12,000.00.

Background:

The City of Allegan has contracted with ACP Entertainment to provide carnival rides and inflatables for Bridgefest and July 3 Jubilee in the past. For the last two Bridgefest events, the Allegan District Library has contracted with a company to provide inflatables. Last year, a 40' Ferris Wheel was added and, to expand the all-ages entertainment available at Bridgefest, we plan to add a funhouse this year.

Both attractions are operated by trained staff and will be ticketed.

Attachment(s):

ACP Entertainment Contract
P.O. for ACP Entertainment



100 84th St, Suite 110
Byron Center, MI 49315

616-826-8220

Order No: 13136929
Order Date: 4/18/2023

www.ACPentertainment.com info@acpentertainment.com

Customer Information

Organization: City of Allegan
Contact: Parker Johnson
Cell: (269) 808-9610
Business: (269) 673-5511
Home:
E-Mail: pjohnson@cityofallegan.org

Event Information

Bridge Fest
131 Brady Street
Allegan, MI 49010

Name	Qty	Total
40' Ferris Wheel (10 Seat)	1	\$8,750.00
Carnival Funhouse	1	\$3,500.00
G19 20KW Generator	1	\$525.00

Order subtotal	\$12,775.00
Discount	\$1,108.38
Staff Cost	\$0.00
Delivery	\$333.38
Fees	\$0.00
Total	\$12,000.00
Amount Paid	\$0.00
Balance Due	\$12,000.00

Start Date: 6/10/2023 1:00pm
End Date: 6/10/2023 10:00pm
Delivery method: Fully Staffed
Surface type: Pavement
☒ **Agree**

[Please click here to view our W9 for your records.](#)

If Delivery Method indicates "Drop Off," the drop off may occur as early as 7am on rental "Start Date" and may be picked up as late as 11pm on rental "End Date." Commercial and public event sites will be dropped off and picked up as close to the Start and End times as possible. Customer is responsible for, and required to stay with the equipment until it is picked up by our staff or other arrangements have been made.

A 50% deposit is required to complete the booking and is non-refundable in any case or situation. In the event of adverse weather conditions, the customer may cancel their event prior to ACP Entertainments arrival to Customers event site but shall forfeit their deposit. The deposit can be applied towards a rain check for an event occurring within 90 days from cancelled event. Reschedule event by calling (616) 826-8220 (press option 3). All rescheduled and rain checked events are based on equipment availability and are not guaranteed until re-booking is complete. An event canceled due to weather conditions after setup has begun by ACP Entertainment is not eligible for a refund. ☒ **Agree**

ACP Entertainment will:

1. Provide the necessary staff to facilitate your event, per the terms of this Agreement and power cords to reach a minimum of 100 feet.
2. Deliver, set-up, teardown, and operate all activities per the terms of this Agreement

3. Provide any and all insurance coverage necessary as it relates to our services & equipment.

Customer will:

1. Provide a minimum of 1 110volt/20amp electric circuits within 100 feet of area where equipment is to be located and all other necessary electric circuits within 100 feet of area where equipment is to be located.
2. Provide any required entrance and parking passes, validate parking or pay for parking. Parking fees not paid by client will be separately billed after the event.
3. Provide a minimum of 0 adult volunteer(s) to operate the activities.
4. Sign this Agreement and pay the required deposit on or before 1 week (7 days) after Agreement is issued.
5. Provide direct access to the area in which the attractions/activities/performers are to setup; NO stairs or escalators, elevators must be approved ahead of time.
6. Call MISS DIGG (811) 5-14 days prior to the event if stakes are being used

☒ Agree

Specific information for 40' Ferris Wheel (10 Seat):

Riders must be 36" with adult or 48" to ride alone

Specific information for Carnival Funhouse:

Height requirement: between 36" and 60"

Specific information for G19 20KW Generator:

Information & Terms: Customer acknowledges the payment of a \$6,000.00 non-refundable deposit and the submission of Customer's duly signed and authorized proposal, and agrees to and accepts the terms set forth in this entire Agreement. Customer also agrees that any unpaid balance is due on or before the date of the event prior to set-up. Late payment is subject to a \$25 late fee per day delinquent. ACP Entertainment reserves the right to set appropriate rules of conduct and age/weight/time limits in order to best facilitate your event and maintain a safe environment. Face paint, wet clothing/persons (except in water units), water balloons, silly string, or food/drinks/gum are not allowed in any inflatable attraction or amusement ride. Once the attractions are in place and/or setup, they cannot be moved. If the above terms states "Grass-Allow Stakes," Stakes must be able to driven at least 24" into the ground. Customer is responsible of ensuring the area in which attractions are to be placed is free of any underground utilities such as gas, water, electric, sprinkler or fiber optic lines. Customer is required to call MISS DIG 5-14 days before event by dialing 811 or by using the E-Locate tool at www.missdig.org (free service) and have MISS DIG come out and identify the work area. Customer shall hold harmless and indemnify ACP Entertainment and ACP Entertainment cannot and will not be responsible for any underground damage and/or ancillary damage including, but not limited to utilities, sprinkler lines or septic tanks.

Cancellation and Weather Policy: Cancellation of event, by Customer for reasons other than weather conditions or after set-up by ACP Entertainment has begun, shall forfeit and not be entitled to any refund of the deposit paid or any other amounts previously paid or owed by Customer to ACP Entertainment and Customer shall pay the remaining balance to ACP Entertainment. To postpone or reschedule an event, Customer must give a minimum of two (2) weeks prior notice to ACP Entertainment and Customer must pay a 25% rescheduling fee. Rescheduled events are based upon availability. If notice is given less than two (2) weeks, but more than one (1) week prior to the scheduled event, Customer may be entitled to apply 25% of Customer 's deposit towards a rescheduled event within 90 days of original event date at ACP Entertainments discretion. Any rescheduled event is subject to availability of activities at the time of notification of the postponement.

ACP Entertainment reserves the right to cancel its participation in any event, in which it is determined by ACP Entertainment that weather or other adverse conditions could or would adversely affect ACP Entertainment's ability to perform services or provide equipment as agreed. In any such case, deposits are non-refundable. If crews are on site and the call is made to cancel by ACP Entertainment, the full amount of this Agreement is expected to be paid on that day and no refund or rain check shall be given or guaranteed. ☒ Agree

Safety/Operating Instructions: In addition to the information set forth in this Agreement, the Customer acknowledges that there are safety and operating instructions on the equipment delivered and agrees to read those instructions and operate the equipment, and/or only allow the equipment to be operated or used, in accordance with those instructions. Customer further acknowledges and understands that ACP Entertainment has not agreed to, nor have they provided any operators with this rented equipment (unless delivery method indicates "Fully Staffed" or "Staff Managed" in which "Staff Managed" means not fully

staffed by ACP Entertainment and the "Volunteers Required" requirement under "Customer Will," #3 will need to be adhered to), and that Customer, is solely responsible for the correct and safe operation of this equipment. Customer understands that guests'/riders'/participants' safety depends upon Customer providing AT ALL TIMES correct operation of and the use of the equipment. Customer further agrees to keep all equipment away from swimming pool(s) and Customer understands and agrees that they will not operate any electrical equipment near a water-based attraction. By entering into this Agreement, Customer acknowledges that there is a risk of injury or damage arising out of the use of this equipment. Customer voluntarily agrees to keep and maintain all safety rules for the correct, safe operation and installation and use of all equipment, and to assume any and all risk of injury or damage and to indemnify and hold ACP Entertainment harmless therefrom. In particular, Customer will not permit the equipment to be operated by anyone who is not fully qualified and who has not received instruction from Customer on the safe operation and use of the equipment, nor shall Customer allow any person to use or operate the equipment when it is in need of repair or when it is in an unsafe condition or situation.

General Waiver: ☒ **Agree**

1. A FULLY TRAINED RESPONSIBLE ADULT MUST SUPERVISE THE ATTRACTION(S) AT ALL TIMES. Do not allow children to use or participate with an attraction unless the attraction is under 100% CONSTANT FULLY TRAINED ADULT SUPERVISION.
2. Only allow the permitted number of children in each inflatable at a time. If you are unsure of what each inflatables capacity is, please ask your ACP Entertainment representative. Failure to follow this requirement could result in minor or major injuries.
3. All Riders must remove shoes, excessive jewelry, eyeglasses, combs, hair clips, cell phones/cases or any other sharp or hard objects that may cause injury to children or the inflatable prior to entering ANY inflatable. Riders are also advised to put long hair up in a pony-tail before riding any mechanical ride and not bring anything on the ride that is not needed.
4. Absolutely no food, drink, gum, candy, or silly string on, in or near any attraction.
5. For inflatables, NO flips, wrestling, running, pushing, climbing on nets or walls, or any other aggressive behavior that could injure another child. Do not let riders bounce against the side netting or entrance of inflatable, jump on or from walls, or pull on arches.
6. Only children of comparable age and size should use inflatable at the same time. Mixing children of different sizes will greatly increase the risk of injury. Similar ages are recommended for activities as well for fair competition and safety.
7. It is NOT permitted for children to sit or lay down in an inflatable while other children are bouncing around them, as a jumping child could fall down on to a sitting or lying child causing injury.
8. STOP the children from bouncing and have them exit the inflatable immediately if wind exceeds 15mph, rain, or any other condition which may cause an unsafe or questionable condition. Please call an ACP Entertainment representative for specific instructions. Wait for the weather to subside or for any unfavorable condition to change, dry inflatable and make sure it is safe before allowing children to re-enter the inflatable. If the customer does not take every effort to maintain the unit from getting dirty, the customer could be subject to a \$40/hour cleaning fee.
9. If the inflatable blower motor stops: Have the children calmly exit the inflatable. Most often the causes can be an overloaded circuit, the unit was unplugged, came disconnected from the blower, or a piece of debris caught in front of the blower intake.

FAILURE TO USE GOOD JUDGEMENT AND TO FOLLOW SAFETY RULES CAN RESULT IN SERIOUS INJURY. THE OPERATOR MUST ALWAYS INSURE THE INFLATABLE IS PROPERLY STAKED AND/OR WEIGHTED DOWN USING ALL TIE DOWN POINTS ON INFLATABLE AVAILABLE AND SUPERVISED BY A FULLY TRAINED ATTENDANT INSURING ALL SAFETY RULES ARE FOLLOWED ACCORDINGLY.

Returned Check Policy: In the event that a check is returned to ACP Entertainment for insufficient funds Customer agrees to pay the total rental price as well as an additional \$35.00 fee to ACP Entertainment immediately upon notice. Payment of any amount by Customer to ACP Entertainment is deemed received when payment has cleared to the ACP Entertainment account.

Equipment, Rent, Payment, and Term of Rental Agreement: Customer rents from ACP Entertainment certain equipment described on the invoice page of this Agreement. The rental fee set forth is payable, in full, by the day of the event and the rental term shall be that listed as the Start Date and End Date on the invoice page of this Agreement, but all of Customer's obligations arising under the terms and conditions of this Rental Agreement shall run from actual delivery of the Rental Equipment to the actual pick up of the Rental Equipment by ACP Entertainment.

Possession/Title: Customer's right to possession of the Rental Equipment begins upon the items being delivered to Customer's premises and terminates on the actual pick up by ACP Entertainment. Retention of possession, or any failure to permit the pickup of the item(s) at or after the end of the "End Date" and time specified constitutes a material breach of this Agreement. In the event that the Equipment is not returned for any reason, including theft, the Customer is obligated to pay to ACP Entertainment the full replacement value for such equipment listed on the invoice page of this Agreement, plus any and all incidental costs associated with the attempted pick up or recovery of the Equipment by ACP Entertainment. Title to the rental items is and shall remain in ACP Entertainment. Customer agrees to keep the Rental Equipment in his/her/their custody and control from the time of ACP Entertainment's delivery of the items, until ACP Entertainment picks up such items. Customer shall not cause nor permit these items, or any of them, to be sublet, rented, sold, or removed from the Delivery Address, or otherwise transfer such items. If rental items are not returned and/or levied upon for any reason whatsoever, ACP Entertainment may retake possession of said items without further notice or legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend, and hold ACP Entertainment harmless from any and all claims and costs arising from such retaking and/or levy. If rental items are levied upon, or otherwise moved from Delivery Address, Customer shall notify ACP Entertainment immediately.

Care of the Rental Equipment: Customer is responsible for ensuring the cleanliness of the rental equipment beyond sanitizing and general dirtiness from general use. General dirtiness refers to small traces of dirt and grass. Candy, wrappers, glitter, food, gum, ink or any other substance that is prohibited in the rules shall not be allowed in the rental item and shall be cleaned up by Customer if such are allowed in and made a mess of. If ACP Entertainment has to spend significant (as determined solely by ACP Entertainment) time cleaning the rental unit, a \$50 per hour charge will be invoiced to the Customer. Customer shall also be responsible for any and all damage to any of the Rental Equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable and proper use of the rental equipment. Customer shall be liable to ACP Entertainment for any and all damage which is not "ordinary wear and tear" in an amount equal to the replacement value of the rental equipment on the invoice page of this Agreement. Damage which is not "ordinary wear and tear" includes, but is not limited to, cutting or tearing of vinyl or netting, damage due to overturning, overloading, exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, contamination of or dirtying of rental equipment with non-approved items such as chemicals, food, paint, silly string, mud, clay, or other materials.

Specific Rules and Instructions for the Inflatable Equipment: The following rules and warnings must be obeyed in the use of all inflatable equipment: A) All safety and operating instructions contained on the inflatable must be complied with and followed at all times; B) For the safety of all riders, ADULT SUPERVISION IS REQUIRED AT ALL TIMES; C) No silly string is permitted to come in contact with the inside or outside of the inflatable unit, this causes irreparable damage to the inflatable, and Customer acknowledges that If the inflatable is damaged by "Silly String", then a \$500.00 fee shall be automatically imposed by ACP Entertainment and shall be immediately due and payable by Customer D) WARNING - extra caution and supervision are required for children ages three (3) and under, E) WARNING - It is unsafe to stay in inflatable if winds exceed 15-20 (based on specific attraction) miles per hour (MPH). Have all persons exit inflatable, then unplug the blower unit and let inflatable deflate, F) WARNING - Individuals with head, neck, back or other muscular-skeletal injuries or disabilities, pregnant women, small infants, and others who may be susceptible to injury from falls, bumps or bouncing are not permitted in the unit at any time, G) Do not move the inflatable from the location where set-up; H) If the inflatable unit moves, pull corner(s) back to their original location(s) and re-secure; For other questions regarding the safe installation of equipment, please call our office at 616-826-8220. I) Do not let the inflatable unit rub up against any surface.

Assumption of Risk: Customer recognizes and understands that the use of ACP Entertainment's equipment may involve inherently dangerous activities. Therefore, Customer agrees to assume any and all risks associated with the use of the equipment by Customer and/or Customer's guests and invitees. Customer agrees to indemnify and hold harmless ACP Entertainment from any injury, damage, claim or cause of action therefrom.



Purchase Requisition

Purchase Requisition No 23-0707

BYRON CENTER, MI 49315

Total: 12,000.00

CM/Council Approval: _____ Date _____

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Bid Amount