



**CITY OF ALLEGAN  
CITY COUNCIL STUDY SESSION MEETING  
Monday, June 12, 2023, 5:30PM  
City Council Chambers - 231 Trowbridge Street  
Allegan, Michigan**

**\*\*\*NO ACTION IS TAKEN DURING THE STUDY SESSION\*\*\***

1. Call to Order
2. Public Comment Period
3. Round Table Discussion amongst Council Members
4. Presentation regarding Water Loss
5. Discussion regarding Wayfinding Program
6. Discussion regarding Downtown Allegan Refuse and Recycling Program
7. Discussion regarding scheduling a Council tour of the City of Allegan
8. Review of Downtown Infrastructure and Streetscape Project Update Report
9. Review of Council Agenda
10. Adjourn to regular meeting to begin at 7:00 pm



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

## MEMORANDUM

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

SUBJECT: City of Allegan Public Water Loss Review.

Action Requested: It is requested that the City Council accept this report for their information.

### Background:

The City of Allegan Water Utilities Department has been monitoring an increase in water loss since the October 2022 billing cycle. The water loss jumped from a low of 3% (.777 Mgal.) in September to 19% (4.604 Mgal.) in October. This is after several months of water loss in the 11-13% range as water meters were replaced. Prior to the water meter changeout, water loss had been consistently in the 17-24% range over the last 10 years. This current 19% loss continued in November and December of 2022. In January and February of 2023, the water loss increased to 28% (7.425 Mgal.). March of 2023 water loss decreased to 24.4% (6.742 Mgal.), while April of 2023 increased up to 32% (8.829 Mgal.) water loss. The projected loss for May is 28.3% (9.513 Mgal.).

During this time, the distribution system experienced a couple of major water main breaks on 2nd St. and Lane St. We thought these breaks could have had an effect on the water loss but with the continuance and increase in the loss after these leaks were repaired, it appears they had little effect on the water loss.

### Actions already taken:

- Water Treatment Plant flow meters checked for proper programming.
- Water Treatment Plant distribution flow meters compared to other flow meter in the process.
- Reverse Osmosis run times compared to previous year runtime.
- Reverse Osmosis run times compared to flow for current year and previous year.
- High- and low-pressure district flows compared to last year's flows.

- The distribution system was visually checked for surfacing leaks.
- Checked storm drains for flow.
- Water towers checked for leaks.
- The distribution system professionally checked for leaks using sound monitoring equipment.
- Pressure tested under river crossings.
- Replaced water meters (started July 2021).
- Checked largest user to verify fire protection is not losing water.
- Audited new meter programming.
- Checked billing software for changes in programming.
- Compared billing from current months to year ago.
- Reviewed accounts of largest users.
- Michigan Rural Water Association reviewed data.
- Water distribution compared to sewage received compared to year ago.

Additional actions to take:

- Continue to monitor monthly water loss.
- Continue to audit largest users for illicit connections and use.
- MRWA has indicated they can come back late June with their leak detection equipment to continue to look for leaks during non-peak times, data log leak detection in specific locations.
- Check vacant buildings for broken pipes, broken shut-off valves.
- Check storm drains.
- Hire an outside consultant.
- Install flow meters on fire suppression systems and around distribution system.
- Install an inserta valve(s) on the old river crossing to isolate and test.
- Diver inspection of under river crossings.

Attachment(s):

Map of distribution system

Water loss report

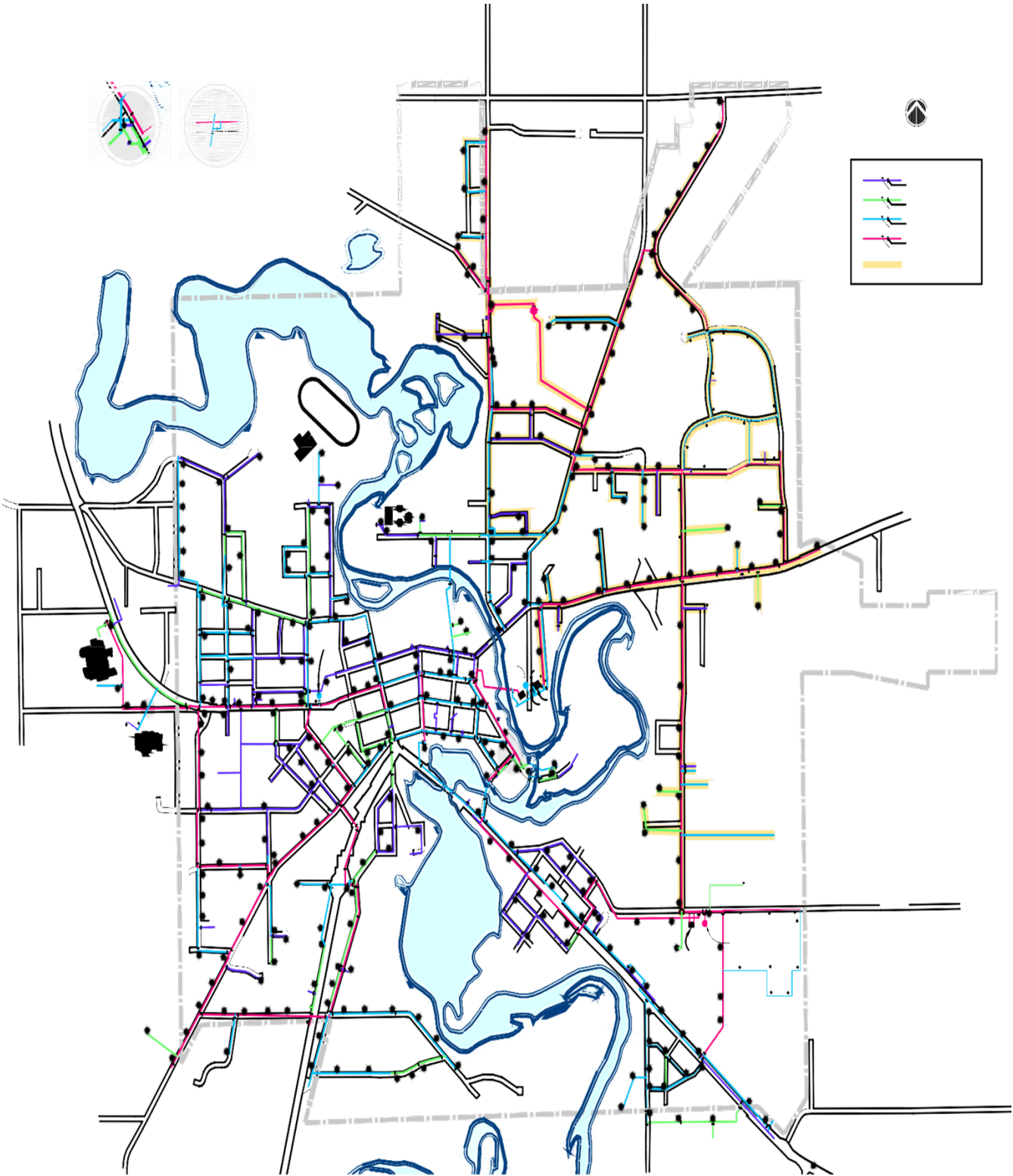
Distribution flow comparison

Distribution flow and run time comparison.

Water billing comparison

Water loss cost

Distribution map



### Water Loss

<u>Month Water Used</u>	<u>Pumpage</u>	<u>Total Water Billed</u>	<u>Total Sewer billed</u>	<u>Total Loss</u>	<u>% Loss</u>
July	39,200,600	25,712,347	18,384,850	11,633,623	30%
August	36,786,000	26,281,357	18,340,222	9,079,673	25%
September	31,004,700	27,216,693	19,001,194	3,583,347	12%
October	25,248,700	19,897,966	17,876,529	5,350,734	21%
November	22,589,900	17,187,837	15,987,685	5,402,063	24%
December	22,897,400	18,654,755	17,645,071	4,242,645	19%
January (2021)	22,332,400	15,964,135	15,248,694	6,368,265	29%
February	19,963,900	15,378,873	14,704,331	4,585,027	23%
March	22,787,800	18,396,458	17,145,865	4,391,342	19%
April	23,673,600	18,825,473	16,760,639	3,848,127	16.25%
May	26,838,600	20,135,647	18,748,736	6,631,331	25%
June	30,792,000	20,735,661	18,007,600	8,451,052	27%
<b>2021 FY</b>	<b>324,115,600</b>	<b>244,387,202</b>	<b>207,851,416</b>	<b>73,567,229</b>	<b>23%</b>
July	32,915,200	24,133,526	18,299,755	8,781,199	27%
August	33,600,200	28,905,948	20,309,234	4,694,252	13.97%
September	32,983,300	27,094,489	21,143,290	5,888,811	18%
October	23,825,000	18,790,236	19,909,594	5,034,764	21%
November	20,185,500	19,377,489	20,011,932	808,011	4%
December	20,638,500	18,956,565	21,603,636	1,681,935	8%
January (2022)	21,728,200	18,000,165	19,291,709	2,728,035	13%
February	20,184,800	17,560,245	18,759,897	2,624,555	13%
March	21,858,300	19,381,790	20,677,459	2,476,510	11.3%
April	21,837,400	19,340,259	20,096,349	2,497,141	11.4%
May	27,125,700	23,509,362	22,595,201	3,616,338	13.3%
June	33,653,200	29,577,605	25,258,186	4,075,595	12%
<b>2022 FY</b>	<b>310,535,300</b>	<b>264,627,679</b>	<b>247,956,242</b>	<b>44,907,146</b>	<b>14%</b>
July	35,935,500	31,747,492	37,136,721	4,055,616	11%
August	33,372,400	31,161,104	25,344,061	2,201,296	6.60%
September	29,464,770	28,683,285	24,127,099	777,717	3%
October	24,300,600	19,187,598	19,653,912	4,604,002	19%
November	24,297,500	19,541,323	20,440,974	4,746,177	20%
December	25,134,100	20,243,195	18,819,190	4,748,905	19%
January (2023)	26,714,000	18,924,088	20,488,914	7,425,912	28%
February	25,152,700	18,012,269	19,089,716	7,126,431	28%
March	27,687,300	20,930,607	22,192,503	6,742,693	24.4%
April	27,577,100	18,734,005	20,167,944	8,829,095	32.0%
May	33,655,800	24,106,407		9,513,393	28.3%
June		-			
<b>2023FY</b>	<b>313,291,770</b>	<b>251,271,373</b>	<b>227,461,034</b>	<b>60,771,237</b>	<b>20%</b>

FY 23 May Total Water Billed is not finalized.

Compares WTP distribution flows over the last 3 years.

Month	WTP out FY 23	WTP out FY 22	WTP out FY 21
July	35,935,500	32,915,200	39,200,600
August	33,372,400	33,600,200	36,786,000
September	29,464,770	32,983,300	31,004,700
October	24,300,600	23,825,000	25,248,700
November	24,297,500	20,185,500	22,589,900
December	25,134,100	20,638,500	22,897,400
January	26,714,000	21,728,200	22,332,400
February	25,152,700	20,184,800	19,963,900
March	27,687,300	21,858,300	22,787,800
April	27,577,100	21,837,400	23,673,600
May	33,655,800	27,125,700	26,838,600
June	-	33,653,200	30,792,000

WTP distribution flow with R.O. runtime over last 3 years

Month	WTP out FY 23	R.O. Hrs FY 23	WTP out FY 22	R.O. Hrs FY 22	WTP out FY 21	R.O. Hrs FY 21
July	35,935,500	577	32,915,200	526	39,200,600	723
August	33,372,400	529	33,600,200	535	36,786,000	605
September	29,464,770	455	32,983,300	481	31,004,700	530
October	24,300,600	382	23,825,000	375	25,248,700	427
November	24,297,500	375	20,185,500	325	22,589,900	370
December	25,134,100	398	20,638,500	327	22,897,400	388
January	26,714,000	384	21,728,200	326	22,332,400	364
February	25,152,700	386	20,184,800	308	19,963,900	360
March	27,687,300	418	21,858,300	351	22,787,800	393
April	27,577,100	444	21,837,400	314	23,673,600	384
May	33,655,800	561	27,125,700	409	26,838,600	417
June	-		33,653,200	523	30,792,000	469
	Average gal/hr	64,068.43	Average gal/hr	64,782.07	Average gal/hr	59,931.52

Compares Water billing over the last 3 years.

Month	G billed FY 23	G billed FY 22	G billed FY 21
July	31,747,492	24,133,526	25,712,347
August	31,161,104	28,905,948	26,281,357
September	28,683,285	27,094,489	27,216,693
October	19,187,598	18,790,236	19,897,966
November	19,541,323	19,377,489	17,187,837
December	20,243,195	18,956,565	18,654,755
January	18,924,088	18,000,165	15,964,135
February	18,012,269	17,560,245	15,378,873
March	20,930,607	19,381,790	18,396,458
April	18,734,005	19,340,259	18,825,473
May	24,106,407	23,509,362	20,135,647
June	-	29,577,605	20,735,661

New meters started being installed July 2021

Billing for FY 23 May has not been finalized.

Water loss cost.

FY	Gallons pumped to Dist	Gallons billed	Water loss %	Electric used \$	Cost of elect. Per Mgal.	Chemicalas used \$	Cost of chemicals per Mgal.	Cost of water per Mgal	Annual expense \$ lost due to water loss
2018	346,636,700	309,371,686	11	\$ 156,319.00	\$ 450.96	\$ 38,795.00	\$ 111.92	\$ 562.88	\$ 20,975.64
2019	327,068,640	273,138,801	18	\$ 161,390.00	\$ 493.44	\$ 49,301.00	\$ 150.74	\$ 644.18	\$ 34,740.51
2020	327,423,400	265,772,586	17.6	\$ 153,281.00	\$ 468.14	\$ 47,561.00	\$ 145.26	\$ 613.40	\$ 37,816.70
2021	324,115,600	244,387,202	23	\$ 152,951.00	\$ 471.90	\$ 45,702.00	\$ 141.01	\$ 612.91	\$ 48,866.16
2022	310,535,300	264,627,679	14	\$ 142,443.00	\$ 458.70	\$ 50,613.00	\$ 162.99	\$ 621.69	\$ 28,540.21
2023	313,291,770	251,510,014	20	\$ 144,392.75	\$ 460.89	\$ 49,247.00	\$ 157.19	\$ 618.08	\$ 38,186.14
FY 23 is July 2022 - May 2023.									
May water billing is not final									



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

## MEMORANDUM

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

### Action Requested:

It is requested that City Council discuss the Proposed Wayfinding Program for the City of Allegan.

### Background:

Starting last year, the City Council listed the development of a well-planned and thoughtful wayfinding signage plan for the Allegan Community as a top goal. In response to that goal staff have secured a quote from Guide Studio and a grant from the State of Michigan to pay 75% of the cost.

This project, if approved by the City Council during the regular meeting, will take approximately 15 weeks to accomplish. As part of this project the city will need to create a subcommittee to quickly respond to inquiries from the contractor as well as serve as a sounding board for staff. Staff is recommending that the City Council select two council members to serve on this subcommittee and then we will have the DDA and Public Spaces Commission each select one person from their group to serve on this subcommittee. This will result in four people serving on this subcommittee.

This subcommittee will not be voting on the final wayfinding designs. The final design will make its way through the DDA and Public Spaces before it being presented to City Council for your review and approval.

### Attachment(s):

None





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

## MEMORANDUM

TO: Allegan City Council  
FROM: Joel Dye, City Manager  
REVIEWED BY: N/A  
DATE: June 12, 2023  
  
SUBJECT: Downtown Refuse and Recycling Discussion

### Action Requested:

It is requested that the City Council discuss the Proposed Downtown Refuse and Recycling Discussion.

### Background:

For the past several years, the city has sought to develop a program to address the many unsightly dumpsters placed throughout the city in parking lots and on sidewalks. As the Downtown continues to grow the need for centralized downtown refuse and recycling collection is becoming more necessary.

To achieve this goal, the city has engaged the DDA and the Downtown Merchants through the monthly Downtown Lowdown on how best to implement such a program. We have identified six locations strategically placed downtown. We have secured a quote from Republic Services to pick up the dumpsters three times a week, a quote from a Robert Galloway to build the enclosures, developed a charge for services fee schedule where each downtown property owner will pay a ready to serve fee and then a user fee depending on the use(s) of their property, and we are finalizing an ordinance to enforce this program.

It should be noted that the city went out for an RFP for the Dumpster Enclosure Construction and no bids were received. We then engaged Robert Galloway who constructed the city owned dumpster enclosure behind the Griswold Auditorium. We also went for an RFP for refuse and recycling services and received one quote from Republic. Staff chose to continue to engage Robert Galloway and Republic Services.

Attached is a map showing the location of the six (6) dumpsters. The cost from Republic Services to empty these dumpsters 3 times a week is \$36,609 annually. The cost to construct 5 dumpster enclosures is \$24,790 with assistance from city staff (this quote will need to be updated since we have added a sixth dumpster location).

Regarding the fee schedule, it is planned that each property will pay \$7.05 a month as a ready to serve fee and then a usage fee of \$14.50 for each land use they have. The land uses are scaled so heavier users like restaurants pay more than lower users like offices. After a quick analysis in the past year, we have estimated that this program will generate approximately \$40,000 a year. This fee schedule will also pay for the emptying of the pedestrian cans downtown as well. Staff plans



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

to update these numbers prior and share them with the downtown property owners through an open house later this summer. The DDA would like to start this program in January of 2024.

Attachment(s):

Map of Proposed Dumpsters  
Republic Services Proposal  
Bob Galloway Proposal



 **PROPOSED PUBLIC DUMPSTERS**





4/17/2023

Joe Dye  
City of Allegan  
231 Trowbridge St  
Allegan, MI 49010  
Quote: A239712125

## CITY OF ALLEGAN:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 877-698-7274. It's that easy.

## Service Details

## SMALL CONTAINERS

Equipment Qty/Type/Size:	6 - 6 yard Containers	Base Rate:	\$1,590.00 per month
Frequency:	3/Week		
Material Type:	Solid Waste		

Equipment Qty/Type/Size:	6 - 6 yard Containers	Base Rate:	\$960.75 per month
Frequency:	3/Week		
Material Type:	OCC - Clean		

## Estimated Monthly Amount \*

Small Container Base Rates	\$2,550.75
<b>Total Estimated Amount</b>	<b>\$2,550.75</b>

## One Time Charges

Delivery Charge Subtotal	\$2,400.00
Valued Customer Discount - Delivery	- \$1,590.00
<b>Total One-Time Amount</b>	<b>\$810.00</b>

Joseph Wilbur  
Republic Services  
(616) 254-9903  
jwilbur@republicservices.com  
[www.republicservices.com](http://www.republicservices.com)

\* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

\*\*FRF, RPC, ERF and ADMIN: The Fuel Recovery Fee (FRF) and the Recycling Processing Charge (RPC) are variable charges that change monthly. For more information on the FRF, RPC, Environmental Recovery Fee (ERF) and Administrative Fee, please visit [www.republicservices.com/customer-support/fee-disclosures](http://www.republicservices.com/customer-support/fee-disclosures). The proposed rates above are valid for 30 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.

INVOICE TO	
CUSTOMER NAME	CITY OF ALLEGAN
ATTN	Joe Dye
ADDRESS	231 TROWBRIDGE ST
CITY	ALLEGAN, MI
STATE	
ZIP CODE	49010-1386
TEL. NO.	(269) 673-5511FAX NO.

SITE LOCATION		
SITE NAME	City of allegan	
ADDRESS	231 Trowbridge St	
CITY	Allegan, MI	
STATE		
SUITE		
ZIP CODE	49010	
TEL. NO.	(269) 673-5511	FAX NO.
AUTHORIZED BY	Joe Dye	TITLE
CONTACT	Joe Dye	TITLE



AGREEMENT NUMBER	A239712125
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ACCOUNT NUMBER	240-2010070
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EMAIL : [jdye@cityofallegan.org](mailto:jdye@cityofallegan.org)

N/O	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECPT. REQ	L/F CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	SUPPLEMENTAL CHARGES	TC/RC CMP
N		FL	6.00Yd(s)	N	6	P	N	18/1/W				N	CF02	6/1/2023		\$1,590.00	\$67.50			Delivery \$200.00 Exchange \$67.50 Extra Yds \$45.00 Relocate \$67.50 Removal \$67.50	
N		FR	6.00Yd(s)	N	6	P	N	18/1/W				N	PD03	6/1/2023		\$960.75	\$67.50			Delivery \$200.00 Exchange \$67.50 Extra Yds \$45.00 Relocate \$67.50 Removal \$67.50 Contaminated \$225.00	

Allied Waste Systems, Inc. DBA Allied Waste Services of Jenison, Republic Services of Jenison  
HEREINAFTER REFERRED TO AS THE "COMPANY"

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

TITLE: \_\_\_\_\_

BY : \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_

CUSTOMER NAME (PLEASE PRINT)

TITLE: \_\_\_\_\_

\_\_\_\_\_

DATE OF AGREEMENT

COMMENTS:

Valued Customer Discount - Delivery for 6 containers FL 6.00 yard - \$795.00

Valued Customer Discount - Delivery for 6 containers FR 6.00 yard - \$795.00

**Delivery Notes:**

Safety: No Safety Concerns

**Service Notes:**

RECYCLE CONTAINER 6 CU YD - cardboard and paper only

Fuel Recovery Fee - No, Environmental Recovery Fee - No, Administrative Fee - No

Exempt from: Fuel Recovery Fee, Environmental Recovery Fee, Administrative Fee

See reverse for Terms and Conditions

## TERMS AND CONDITIONS

**1. AGREEMENT.** This Customer Service Agreement consists of the service details above, including the Comments ("Service Details"), and these Terms and Conditions (together, the "Agreement"). If Customer's Site is located within a franchised service area and the Terms and Conditions in this Agreement conflict with the applicable franchise agreement with respect to the Services covered by such franchise agreement, the terms and conditions in the franchise agreement shall control.

**2. RESPONSIBLE PARTY.** "Company" is the entity identified in the Service Details. Company is an individual operating subsidiary of Republic Services, Inc. Republic Services, Inc. itself does not perform the waste services and does not contract with customers. Accordingly, all obligations to you rest solely with Company and not with its parent company. All Services hereunder will be managed, performed, and billed for by Company, except to the extent Company may subcontract certain Services to its affiliates or subcontractors, as needed.

**3. TERM (SCHEDULED AND ON-CALL SERVICES).** FOR ALL SCHEDULED AND ON-CALL SERVICES, THE INITIAL TERM OF THIS AGREEMENT SHALL BEGIN ON THE DATE WHEN SERVICE COMMENCES AND CONTINUE FOR 36 MONTHS. UNLESS OTHERWISE SPECIFIED, THIS AGREEMENT SHALL AUTOMATICALLY AND SUCCESSIVELY RENEW FOR 36 MONTHS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS, BUT NOT MORE THAN 180 DAYS, BEFORE THE END OF THE THEN-CURRENT TERM.

**4. TERM (TEMPORARY SERVICES).** FOR ALL TEMPORARY SERVICES, THE TERM SHALL BEGIN ON THE EFFECTIVE DATE AND CONTINUE THROUGH THE FINAL LIFT OF THE TEMPORARY CONTAINER(S).

**5. DEFINITIONS.** "Waste" means any waste material that fully conforms to the description of such Waste in this Agreement and its approved waste profile, manifest or other waste documentation. "Non-Conforming Waste" means any waste material not expressly included within the scope of this Agreement, waste material that does not conform to its waste documentation, waste material that is not acceptable at the intended disposal or recycling facility, and/or Waste placed in a container intended for a different type of Waste (such as solid waste in a container for Recyclables). "Recyclables" means material that Company determines can be recycled such as aluminum, used beverage containers, cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper, and plastic containers.

**6. SCOPE OF SERVICES; TITLE; NON-CONFORMING WASTE.** Customer grants to Company the exclusive right to perform the services set forth in the Service Details ("Services"), and Company agrees to furnish such Services in compliance with all applicable international, federal, state, or local laws or regulations ("Applicable Law"). Customer represents and warrants that all material to be collected under this Agreement shall be only acceptable Waste. Customer agrees not to deposit, or permit the deposit for collection of, any Non-Conforming Waste. Title to and liability for any Non-Conforming Waste shall remain with Customer and shall at no time pass to Company regardless of whether physical possession of Non-Conforming Waste has passed to Company. Company shall acquire title to conforming Waste when collected or received by Company. If Company determines that any Waste is Non-Conforming Waste, it will have the right to reject, revoke acceptance of, or determine alternative disposal for, such Non-Conforming Waste and convey it to Customer or another location. In such event Customer will pay Contractor's reasonable costs for the handling, analysis, transportation, repackaging, and time involved in returning such Non-Conforming Waste to Customer or other location or arranging for alternative disposal.

**7. PAYMENT AND CHARGES.** Customer shall pay Company all rates, fees, taxes, and other amounts payable under this Agreement for the Services ("Charges") within 20 days after the date of Company's invoice. Any invoiced amounts not received by their due date are subject to a late payment fee, and any payment returned for insufficient funds is subject to an insufficient funds fee, both in an amount at Company's discretion up to the maximum amount allowed by Applicable Law. Customer acknowledges that any late or insufficient funds fees charged by Company are not to be considered a penalty or interest but are a reasonable charge for late or insufficient payments. Unless otherwise agreed, Customer shall pay administrative fees ("ADMIN"), fuel recovery fees ("FRF") environmental recovery fees ("ERF") and a recycling processing charge ("RPC") in the amounts shown on each of Company's invoices, which fees Company may change from time to time by showing the amount on Customer's invoice (additional information regarding these fees is available on Company's website at: [www.republicservices.com/customer-support/fee-disclosures](http://www.republicservices.com/customer-support/fee-disclosures)). ADMIN, FRF, ERF and RPC are not associated with any explicit cost to service Customer's account but are designed to help Company recover certain costs across its business and achieve an acceptable operating margin. If applicable, Company may impose additional Charges at its prevailing rates for extra service, extra yards, minimum lift, contamination, service attempts and container delivery, relocation, removal and exchange, and other additional services not listed in the Service Details. If Company becomes concerned about Customer's creditworthiness and/or Customer makes any late payment, Company may require Customer to pay a deposit in an amount equal to two months' Charges under this Agreement if allowed by Applicable Law. The rates set forth in the Service Details do not include taxes or franchise and/or local fees, which shall be separately itemized on Customer's invoice where applicable.

**8. ADJUSTMENTS TO CHARGES.** Notwithstanding any information contained in the Service Details, Company may, from time to time by notice to Customer (on its invoice), add a surcharge, fee or increase any Charges provided in this Agreement to account for: (a) increased Company costs due to uncontrollable events including, but not limited to, changes in Applicable Laws, imposition of taxes, fees or surcharges, or acts of God such as fires, weather, disease, strikes or terrorism; (b) increased Company costs as measured by the most recently trailing 12-months' average in the Consumer Price Index for All Urban Consumers (Waster, Sewer and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics; (c) increased disposal or processing costs; (d) increased transportation costs; (e) increased fuel costs; (f) costs or fees due to the inclusion of Non-Conforming Waste and/or contamination; (g) decreased value of Recyclables or changes in commodity markets; or (h) actual Services or equipment that differ from those listed in the Service Details (all of the foregoing are "Required Adjustments"). Subject to any Comments in the Service Details, Company may also increase Charges at any time and for any other reason by notice to Customer (on its invoice) and with Customer's consent ("Agreed Adjustments"), which consent may be evidenced verbally, in writing, or by the parties' actions and practices. Unless specified otherwise in Company's notice, all adjustments to charges shall be treated as Agreed Adjustments. Within 30 days of receiving notice of an Agreed Adjustment, Customer may object to the adjustment by calling Customer Service. If Customer does not object to an Agreed Adjustment within 30 days and continues to receive and pay for Services, then Customer shall be deemed to have consented to the Agreed Adjustment by its actions.

**9. SERVICE CHANGES.** The parties may change the type, size or amount of equipment, the type or frequency of Service, and correspondingly the Charges by mutual agreement, which may be evidenced verbally, in writing, by payment of the invoice, or by the parties' actions and practices. In the event there are changes to Services and/or Charges, or Customer changes its Site Location within the area in which Company provides collection and disposal (or processing) services, the parties agree that this Agreement shall continue in full force and effect as so adjusted.

**10. RESPONSIBILITY FOR EQUIPMENT; ACCESS.** Any equipment furnished by Company shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose, shall not overload (by weight or volume), move, or alter the equipment, and shall not allow the equipment to be used for any purpose by any person or entity other than Customer's employees without Company's prior written consent. If a Company container is moved from Customer's Site Location by anyone other than Company, Customer agrees to pay Company \$250 per moved container, which amount is a reasonable estimate of the damage Company will incur from the unauthorized moving of its container. After the Initial Term, Company may increase the fee for the unauthorized moving of its container at its discretion. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access. Company shall not be responsible for any damages to Customer's pavement, curbing, or other driving surfaces resulting from Company providing service at Customer's Site.

**11. COMPANY INDEMNIFICATION. COMPANY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") TO THE EXTENT ARISING FROM COMPANY'S NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT.**

**12. CUSTOMER INDEMNIFICATION. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW COMPANY, ITS PARENT, AND CORPORATE AFFILIATES FROM AND AGAINST ANY AND ALL LOSSES TO THE EXTENT ARISING FROM CUSTOMER'S NEGLIGENCE, WILLFUL MISCONDUCT, PROVISION OF NON-CONFORMING WASTE, AND CUSTOMER'S USE, OPERATION, OR POSSESSION OF COMPANY'S EQUIPMENT. THE OBLIGATIONS SET FORTH IN SECTIONS 11 AND 12 SHALL SURVIVE THE EXPIRATION AND/OR TERMINATION OF THIS AGREEMENT.**

**13. SUSPENSION; TERMINATION.** If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. Either party may terminate this Agreement upon 30 days prior written notice to the other party if the other party breaches a material obligation of the Agreement (including non-payment) and fails to cure such breach within 10 days after receiving written notice of the breach. Company may terminate this Agreement for its convenience upon 30 days prior written notice to Customer.

**14. LIQUIDATED DAMAGES.** If Customer terminates this Agreement before its expiration for any reason other than Company's breach (or if Company terminates this Agreement due to Customer's non-payment), Customer shall pay Company an amount equal to the average Charges from Customer's last 6 invoices multiplied by the lesser of (a) six months or (b) the number of months remaining in the Term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

**15. RIGHT OF FIRST REFUSAL.** Customer agrees to notify Company in writing of any offer that Customer receives from any third party relating to the provision of the Services during any term of this Agreement ("Offer") and agrees to give Company the right of first refusal and reasonable opportunity to match such Offer prior to acceptance.

**16. COMMUNICATIONS.** To ensure timely and accurate receipt of communications, all communications to Company regarding this Agreement and/or the Services must come directly from Customer. Customer acknowledges that Company will not accept any communications from any third parties acting as the Customer's agent or representative (absent proof of medical necessity as reasonably determined by Company). All notices to Company pertaining to this Agreement shall be sent via email to [contractnotice@republicservices.com](mailto:contractnotice@republicservices.com). If (and only if) Customer does not have access to email, written notice shall be provided via certified mail to: Republic Services, Attn: Customer Contracts, 18500 N. Allied Way, Phoenix, AZ 85054. Any notices received from Customer will be deemed effective no less than 60 days from the date received by Company.

**17. DISPUTE RESOLUTION-ARBITRATION; CLASS ACTION WAIVER.** (a) Except for Excluded Claims (defined below), Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules with a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. (b) Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company or its parent or corporate affiliates. (c) The following claims constitute "Excluded Claims" and are not subject to mandatory binding arbitration: (i) either party's claims against the other in connection with bodily injury or real property damage; (ii) claims for indemnity pursuant to the Indemnification Section of this Agreement; and (iii) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise), or any other amounts due or payable to Company by Customer under this Agreement.

**18. MISCELLANEOUS.** (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State where the Services are provided, without giving effect to any conflict of law provision. (b) This Agreement represents the entire agreement between the parties and supersedes all prior agreements, whether written or verbal, that may exist between the parties for the same Services. (c) Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement. (d) Company shall have no confidentiality obligation with respect to any Waste or Recyclables. (e) Company may assign this Agreement without Customer's consent. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted successors and assigns. (f) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (g) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (h) If any litigation or arbitration is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation and arbitration related expenses, and court or other costs incurred in such litigation, arbitration or proceeding. (i) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

The following Terms and Conditions apply to Customer only if Customer is receiving the applicable Service from Company.

**19. CONTAINER REFRESH.** If the Services include Container Refresh, Customer is limited to one (1) exchange of each participating container every 12 months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any request by Customer to cancel Container Refresh will not be effective until Customer completes payment for 12 consecutive months of enrollment in the program. The Charge for Container Refresh will be itemized on Customer's invoice, which Charge may be changed by Company by showing the amount of the new Charge on Customer's invoice. Company reserves the right to suspend or cancel the Container Refresh program at any time.

**20. RECYCLABLES.** If the Services include recycling, Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclables and not place items in any recycling container that may make the Recyclables unsuitable for recycling or decrease the value of the Recyclables. Customer agrees that Company in its sole discretion may determine whether any load of Recyclables is contaminated and may refuse to collect it or may collect it but charge Customer for any additional costs, fees or surcharges associated with sorting, processing, contamination, transportation, and/or disposal.

**21. ROLL-OFF.** Republic may charge rent or a minimum lift charge if a roll-off container is not lifted or hauled at least once per month. The following additional terms shall apply to any roll-off service: (a) Company will not accept: white goods, tires, drums, paint, solvents, chemicals, or other such materials that would be considered flammable or explosive, or other materials not permitted to be disposed of at the designated disposal facility. (b) If the roll-off is loaded with extremely heavy material, such as block concrete, asphalt, dirt or roofing material, such material must be evenly distributed at the bottom of the roll-off, shall not exceed 3 feet in depth and shall not exceed 10 tons in weight. (c) Customer shall not load materials above the top of the roll-off. (d) Customer shall close and latch the back door of the roll-off before service. The driver cannot load a roll-off with an open or unlatched back door. (e) If Company is unable to safely haul a roll-off, Customer shall off-load the impermissible overage or type of materials or otherwise improve any conditions necessary to enable safe hauling. Customer will be charged a dry run fee for each attempted trip where hauling does not occur. (f) If Company hauls an overloaded roll-off, Customer shall be responsible for all service charges based on the actual tonnage hauled, plus any tickets, fines, penalties, or damages incurred by Republic due to the overweight container.

**22. EQUIPMENT RENTAL.** Rented equipment shall remain at Customer's Site, except when handled by Company. Customer shall not make any changes, alterations, additions, or improvements in or to the equipment or move or relocate the equipment without Company's prior written consent. Customer shall allow Company and/or its designee to enter the Site to examine or inspect the equipment, perform preventative maintenance and repairs, or for any other purpose permitted by this Agreement. Company has the right, at any time and at its sole discretion, to substitute the equipment for similar equipment of make and size, or of a make and size that provides for more efficient or economical service.

**MAINTENANCE.** Company shall maintain the equipment in good operating condition and make repairs necessitated only by normal wear and tear. Customer shall be responsible for repairs, replacement parts, and labor necessitated by abuse or negligent operation or care of the equipment. Once installed, Customer shall have the care, custody, and control of the equipment. Customer assumes all risks of loss, damage, destruction or interference with the use of, and accepts responsibility for, the equipment and the supervision and operation of the equipment, accessories and contents during the term of this Agreement. Company will not be responsible for installation of utility service necessary to operate the equipment or any utility service charges attributable to the equipment's operation. If electrical or any other installment requirements are not satisfied prior to delivery of the equipment, Company may charge Customer all costs incurred by Company for its inability to complete the installation of the equipment. Customer shall be responsible for (a) connecting the equipment to the electrical service and any other utility services in conformance with all applicable building and zoning codes and regulations, (b) providing the necessary electrical power to operate the equipment, and (c) all costs of electrical wiring, and/or other utility hook-up and inspection thereof necessary for use of the equipment.

**CUSTOMER'S OBLIGATIONS.** Customer shall operate the equipment solely for its intended purpose and in strict conformance with this Agreement and the manufacturers and Company's instructions. Customer shall comply with all reporting and operating requirements related to the operation, maintenance, and management of the equipment as required by Company or as otherwise mandated by Applicable Law. Any Site-related licenses and permits concerning the equipment shall be obtained and maintained by Customer at Customer's sole cost and expense. Customer shall take all action necessary to ensure that the equipment is not abused, misused, or otherwise harmed by Customer or its employees, agents, and representatives or any other persons. Customer shall immediately notify Company of any damage to the equipment, or any injuries relating to the use or operation of the equipment. Customer shall keep the equipment free from any and all liens and claims and shall not do or permit any act whereby Company's title or rights might be encumbered or impaired. **If this Agreement is terminated early for any reason, in addition to the Liquidated Damages, Customer shall also reimburse Company for any fabrication, configuration, installation and de-installation costs, including, but not limited to, labor costs, incurred in placing and removing the equipment from Customer's Site.**

**DISCLAIMER OF WARRANTIES; DAMAGES.** COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES THEREFOR.



COMPANY EXPRESSLY DISCLAIMS ALL INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, LOST SALES AND PROFITS AND OTHER BUSINESS INTERRUPTION DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), AND CUSTOMER HEREBY EXPRESSLY WAIVES AND RELEASES COMPANY FROM AND AGAINST ANY SUCH DAMAGES.

**23. ELECTRONIC MATERIAL AND/OR BULB & BATTERY RECYCLING SERVICES.** Electronic Material Services and/or Bulb & Battery Recycling Services are provided only within the continental United States (not available in Alaska or Hawaii). Company or its subcontractor shall collect, transport, or receive via mail, treat, recycle, and/or dispose of Electronic Material and/or Bulbs & Batteries as provided in the Service Details. Customer acknowledges and understands that due to a variety of factors, including without limitation market conditions and processing costs, some or all of the Electronic Material and Bulbs & Batteries may be disposed of in a disposal facility and not recycled. Weights and/or unit counts of all Electronic Material and Bulbs & Batteries shall be determined upon receipt by Company or its subcontractor. All references to "Company" in this section of the Agreement shall also include Company's subcontractor(s).

**ADDITIONAL DEFINITIONS.** The following additional definitions apply to the recycling of Electronic Material and Bulbs & Batteries only:

"Bulbs & Batteries" means those materials included in the Environmental Protection Agency's Universal Waste regulations set forth in 40 C.F.R. 273, including bulbs, batteries, TSCA-exempt ballasts and non-PCB ballasts, lamps, and other mercury-containing items and materials.

"Electronic Material" consists of any video display devices (CRT or flat panel), computers, servers, laptops, tablets, cell phones, and other electronics that are not excluded by these provisions relating to Electronic Material Services. Electronic Material does not include any solid waste, non-electronic Recyclable Material or Excluded Waste.

"Excluded Waste" means any material other than Electronic Material or Bulbs & Batteries. Electronic Material and Bulbs & Batteries may not be commingled. If Electronic Material is commingled with Bulbs & Batteries for a Bulb & Battery Recycling Service, the Electronic Material will be treated as Excluded Waste, and vice versa.

**BOX MAIL-BACK SERVICES (Electronic Material and Bulbs & Batteries).** In connection with Box Mail-Back Services, the following additional terms shall apply:

**Pre-Payment; No Refunds.** Payment for Box Mail-Back Services is made in advance and will not be refunded for any reason after a box has been shipped to Customer. If Customer returns an unused box, Customer will be responsible for its shipping cost plus a restocking fee.

**Expiration of Boxes.** Each box must be received by Company or its subcontractor within 1 year from the date of order (the "Expiration Date"). With respect to Electronic Material, the Expiration Date can be extended an additional year for a fee of 50% of the original box price. Company has no obligation after the Expiration Date to process materials sent in for recycling and may return such materials to Customer at Customer's expense.

**Safe Packaging Obligation.** Customer is responsible for complying with all packaging (including safely packaging contents), sealing, and shipping instructions included with each box.

**Electronic Material Specifications.** With respect to Electronic Material Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) processing electronics containing wood; (v) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (vi) return shipping charges for any Excluded Waste or boxes received with expired labels.

**Bulbs & Batteries Specifications.** With respect to Bulb & Battery Recycling Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (v) return shipping charges for any Excluded Waste or boxes with expired labels received by Company.

**PACK-UP & PICK UP SERVICES (Electronic Material and Bulbs & Batteries).** In connection with Pack Up & Pick Up Services, the following additional terms shall apply:

**Safe Packaging Obligation.** Customer is responsible for complying with all safety, packaging, sealing, and loading/palletizing instructions (including removing materials from their original packaging and/or not individually wrapping all materials) included with each order and shall ensure such is completed prior to the scheduled pickup date.

**Electronic Material Specifications.** With respect to Electronic Material Pack-Up and Pick-Up Services, Customer shall ensure that Electronic Material is sorted into the following categories: (1) video display devices (CRT); (2) video display devices (flat panel); (3) computers; (4) laptops, tablets, cell phones; and (5) all other Electronic Material. A full list of items that fall into each of these categories is available upon request. If the Electronic Material is not properly sorted, is not removed from its original packaging, and/or is not properly loaded and palletized, additional fees will apply.

**FULL SERVICE (Electronic Material).** There is a minimum charge for Full Service. For loads of Electronic Material up to 466 pounds, the minimum charge for Full Service will be \$660. For loads of Electronic Material over 466 pounds, the charge for Full Service will be the weight of the load multiplied by the per pound charge quoted in the Service Details.

CUSTOMER'S INITIAL:

DATE: {{{t;ry;o:"Customer";l:"Date";}}}

# **ROBERT GALLOWAY**

**232 LOWE STREET**

**ALLEGAN, MI 49010**

**(269) 673-7003**

**bobandtjgalloway@yahoo.com**

## ***E S T I M A T E***

**To: City of Allegan**

**Date: May 1, 2023**

### **Dumpster Enclosures:**

**4 enclosures @ 9' x 24' x 9' 6' high**

**1 enclosure 2 sides 9' deep (using wall for the back)**

**All will be black steel w/white J-channel**

**Treated post**

**Treated 2 x 4**

**City will provide needed machinery**

**TOTAL \$24,738.00**

## **THANK YOU**

**TERMS: 50% DUE UPON APPROVAL OF ESTIMATE**

**BALANCE DUE UPON COMPLETION**

**Liability certificate will be provided upon approval.**

**Any changes in design may result in price changes.**



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

## MEMORANDUM

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

SUBJECT: City Council Tour of Allegan

### Action Requested:

It is requested that the City Council discuss reinstating the annual City Council tour of the City of Allegan.

### Background:

Prior to the COVID-19 pandemic, City Council would take part annually in a riding tour of the City of Allegan. This opportunity allowed councilmembers to visit areas of the city that they might not otherwise have reason to visit throughout the year. Since the COVID-19 pandemic has subsided, it is requested the City Council discuss whether it is interested in bringing this pre-pandemic tradition back. Council would be driven around by city staff in the green trolley that is often used in parades.

### Attachment(s):

None





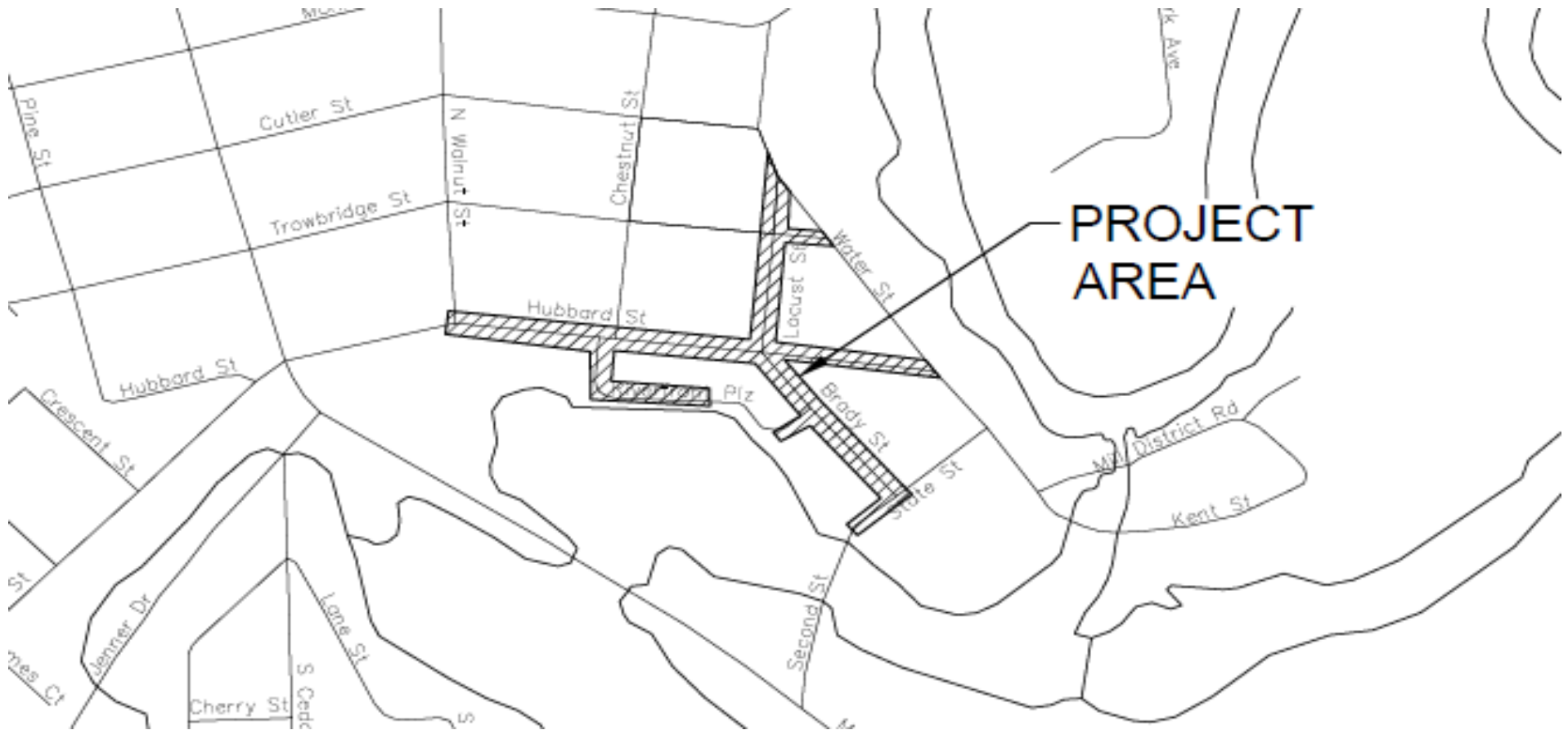
# Downtown Infrastructure & Streetscape Project Progress Report



**Monthly Update – May 2023**



## Project Scope



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





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

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

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



# Project Progress

## Work completed during prior month.

- Work continued on Brady Street and all of Hubbard Street.
- Staff discussed the acquisition and installation of tables, chairs, benches, and bicycle racks with the appropriate advisory committees.
- Specifically, staff reviewed the proposed designs for bicycle racks, and these will be reviewed by the Public Spaces Commission and The Downtown Development Authority next.
- Continued conversations with Consumers Energy regarding streetlights for the project. Due to a long lead time, staff is looking at a different supplier with a similar post top lantern that Consumers was offering.

## Work planned for upcoming month.

- Curbs, sidewalks and base course asphalt will be installed on Brady and the East End of Hubbard Street.
- West Hubbard Water Services and Riverfront Sewer work will continue.
- Staff will order the tables and chairs from Landscape Forms.

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



## Items of Note

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

- Staff is still discussing the idea of installing removeable bollards at the entrance to the Riverfront Park off Hubbard and Brady Street to better control vehicle access and protect pedestrians during events on the riverfront.
- Staff is looking at a similar post top lantern that Consumers was offering.





# Project Budget Report

## Payment History by Month

Fund ID	Fund Name	FY22 thru Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	TOTAL
202	Streets (Major)	\$ 1,573	\$ -	\$ -	\$ -	\$ 16,994	\$ 42,798	\$ 124,133	\$ -	\$ 185,498
203	Streets (Minor)	\$ 140,816	\$ 2,020	\$ 145,210	\$ 3,975	\$ 109,367	\$ 106,022	\$ 295,969	\$ -	\$ 803,378
590	Sewer	\$ 96,614	\$ -	\$ -	\$ -	\$ 37,905	\$ 113,400	\$ 249,943	\$ -	\$ 497,863
591	Water	\$ 165,123	\$ -	\$ -	\$ -	\$ 45,252	\$ 94,993	\$ 305,004	\$ -	\$ 610,373
	<b>TOTAL</b>	<b>\$ 404,127</b>	<b>\$ 2,020</b>	<b>\$ 145,210</b>	<b>\$ 3,975</b>	<b>\$ 209,518</b>	<b>\$ 357,213</b>	<b>\$ 975,049</b>	<b>\$ -</b>	<b>\$ 2,097,111</b>

## 2023 DTSS: Expenditures

Vendor	Job Description	Agreement Amount 2022	202 Major Streets	203 Local Streets	590 Sewer	591 Water	Change Orders	Amended Total (A)	Amount Paid to Date (B)	Balance Remaining (A-B)
Abonmarche	Design Engineering	\$ 278,000	\$ -	\$ 121,422	\$ 60,058	\$ 96,520	\$ -	\$ 278,000	\$ 278,000	\$ -
S&P:	Bond Rating	\$ 13,500	\$ -	\$ 5,805	\$ 2,970	\$ 4,725	\$ -	\$ 13,500	\$ 13,500	\$ -
Dickenson Wright PLLC:	Bond Counsel	\$ 58,750	\$ 1,573	\$ 5,267	\$ 17,000	\$ 34,910	\$ -	\$ 58,750	\$ 58,750	\$ -
MFCI, LLC:	Bond-Finacial Advisors	\$ 48,635	\$ -	\$ 19,950	\$ 12,750	\$ 15,935	\$ -	\$ 48,635	\$ 48,635	\$ -
Kaechele Publications:	Bond Public Notice	\$ 4,940	\$ -	\$ -	\$ 2,470	\$ 2,470	\$ -	\$ 4,940	\$ 4,940	\$ -
Treasury Filing Fees:	Bond Filing	\$ 1,538	\$ -	\$ 538	\$ 400	\$ 600	\$ -	\$ 1,538	\$ 1,538	\$ -
Consumers	Lighting	\$ 300,000	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ 300,000	\$ 66,752	\$ 233,248
TBD	Amenities	\$ 200,000	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ 200,000
Other Expenses	USPS, Orbis, EconoSign	\$ 2,422	\$ -	\$ 2,422	\$ -	\$ -	\$ -	\$ 2,422	\$ 2,422	\$ -
Abonmarche	Construction Engineering	\$ 530,800	\$ 44,228	\$ 205,457	\$ 129,780	\$ 155,310	\$ -	\$ 534,775	\$ 88,711	\$ 446,063
Milbocker	Construction	\$ 6,944,419	\$ 832,013	\$ 2,061,123	\$ 1,846,721	\$ 2,204,562	\$ 29,254	\$ 6,973,673	\$ 1,533,863	\$ 5,439,811
	<b>Project Totals</b>	<b>\$ 8,383,004</b>	<b>\$ 877,814</b>	<b>\$ 2,921,984</b>	<b>\$ 2,072,149</b>	<b>\$ 2,515,032</b>	<b>\$ 29,254</b>	<b>\$ 8,416,233</b>	<b>\$ 2,097,111</b>	<b>\$ 6,319,122</b>



# Project Budget Progress Report

## 1. Invoices received/paid during the current month.

Date	Vendor	Inv#	Inv \$
04/10/23	Abonmarche	145541	\$ 568.07
04/17/23	Abonmarche	145682	\$ 37,035.05
05/10/23	Abonmarche	146049	\$ 45,307.95
05/31/23	Econo Signs	10-982348	\$ 373.28
05/31/23	Milbocker	4	\$ 891,764.98

05/10/23	Abonmarche	146049	\$ 45,307.95
05/31/23	Econo Signs	10-982348	\$ 373.28
05/31/23	Milbocker	4	\$ 891,764.98

## 2. Change orders received during the current month.

Contract Modification: 001

Original Contract Amount: \$6,944,419.20  
Net Total Change: \$ 29,254.00  
Current Contract Amount: \$6,973,673.20

Net Percentage Change: .42%