



City of East Grand Rapids  
Regular City Commission Meeting  
Agenda

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YouTube Livestream:  
<https://bit.ly/3s8WgQY>

Begins at 6 pm.

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**July 15, 2024 – 6:00 p.m.**

*(EGR Community Center – 750 Lakeside Drive)*

1. Call to Order.
2. Pledge of Allegiance.
3. Approval of Agenda.
4. Public Comment.
5. Report of Mayor, City Commissioners and City Manager, including committee liaison reports.

Regular Agenda Items

6. City Commission candidate interviews. *(no hearing required; no action requested)*
7. Consider appointing a First Ward City Commissioner. *(no hearing required; approval requested)*
8. Consider approving a resolution to rescind outdated and superseded policies. *(no hearing required; approval requested)*
9. Consider approving Varnum’s proposed terms of service for City Attorney John Huff to continue with the City of East Grand Rapids. *(no hearing required; approval requested)*
10. Consider approving a permanent easement for Consumers Energy Company at Manhattan Park. *(no hearing required; approval requested)*

Consent Agenda Items *(no hearing required; approval requested unless noted).*

11. Minutes of the regular meeting held July 1, 2024.
12. Disbursement of funds: payroll disbursements of \$296,421.24; county and school disbursements of \$0, and total remaining disbursements of \$332,633.74.
13. Consider voting for three (3) candidates for the Michigan Municipal League Workers’ Compensation Fund.

\* \* \*

*Public hearings will be held if noted in each agenda item. If no hearing is noted, comments should be made during “Public Comment” in Item 3. The City will provide reasonable auxiliary aids for individuals requiring them for effective communication in programs and services of the City. Notice must be made to the City five (5) days prior to the program or service requesting the specific auxiliary aid.*



SHEA CHARLES  
CITY MANAGER

CITY OF  
EAST GRAND RAPIDS

6

750 LAKESIDE DRIVE SE • EAST GRAND RAPIDS, MICHIGAN 49506

(616) 940-4817

[www.eastgr.org](http://www.eastgr.org)

**MEMORANDUM**

TO: Honorable Mayor and City Commissioners  
FROM: Shea Charles, City Manager  
DATE: July 10, 2024  
  
RE: City Commission Interviews – Ward 1

Action Requested: That the City Commission conduct interviews for the vacant Ward 1 Commission seat with selection to be made on or before July 22, 2024.

Background: The City Commission's Ward 1 seat is currently vacant as former Commissioner Marc Schulz resigned due to moving out of the City. Following past practice, the City advertised for those who would be interested in filling this position. The City received six applications, with three deciding not to continue with the process.

The interviews will be conducted alphabetically by last name. The applicants are Ashley Brodess, Chip George and Kate Skaggs. The applications are attached for your review. Staff will have interview questions ready for the City Commission at the meeting.

Shea Charles, City Manager

**Print**

**Advisory Board Application Form - Submission #14196**

**Date Submitted: 5/10/2024**

**Commission Applied For\***

<input type="checkbox"/> Planning Commission	<input type="checkbox"/> Parks & Recreation Commission	<input type="checkbox"/> Board of Review	<input checked="" type="checkbox"/> City Commission
<input type="checkbox"/> Zoning Board of Appeals	<input type="checkbox"/> Library Commission	<input type="checkbox"/> EGR Community Foundation Board	<input type="checkbox"/> Any Available

Check any commission you are willing to serve on.

<b>First Name*</b>	<b>Last Name*</b>	<b>Occupation*</b>
Ashley	Brodess	Strategy & Innovation Manager, Swiss Re

<b>Home Address*</b>	<b>City*</b>	<b>State*</b>	<b>Zip*</b>
426 Cambridge Blvd SE	Grand Rapids	MI	49506

<b>Daytime Phone*</b>	<b>Evening Phone*</b>	<b>Email Address</b>

<b>Length of Residence in EGR*</b>	<b>Are you a registered voter*</b>	<b>Do you know of any conflict of interest or reason you should not receive an appointment?</b>
8 months	<input checked="" type="radio"/> Yes <input type="radio"/> No	No

**EDUCATION, EXPERIENCE and INTEREST (Please include any details which would apply to your appointment.)**

**Are you currently serving on other EGR Boards, Commissions, or Committees?\***

Yes       No

**Have you served on an EGR Board, Commission, or Committee before?\***

Yes       No

If yes, which

If yes, which

**Educational Background / Work Experience**

I currently work in a sales strategy & marketing role for Swiss Re, a leading global provider of reinsurance. In this role, I partner with talented and diverse colleagues across the globe on the development of innovative technology solutions for life insurance companies. I've held prior roles in analytics and product management, spanning both insurance and health care. I completed my MBA at the University of Western Australia and my Bachelor of Science at the University of Notre Dame.

**Volunteer Experience/Involvement**

I recently moved back to Michigan from New York with my husband and our two young kids. We moved to East Grand Rapids in the fall and are thrilled to make this fantastic community our home. I grew up in a small town in northern Michigan, where I was very involved in the local community and regularly volunteered through the parks, library, and historical society. I'm looking forward to once again getting involved and supporting a community that I love.

**Print**

**Advisory Board Application Form - Submission #14336**

**Date Submitted: 5/31/2024**

**Commission Applied For\***

<input type="checkbox"/> Planning Commission	<input type="checkbox"/> Parks & Recreation Commission	<input type="checkbox"/> Board of Review	<input checked="" type="checkbox"/> City Commission
<input type="checkbox"/> Zoning Board of Appeals	<input type="checkbox"/> Library Commission	<input type="checkbox"/> EGR Community Foundation Board	<input type="checkbox"/> Any Available

Check any commission you are willing to serve on.

<b>First Name*</b>	<b>Last Name*</b>	<b>Occupation*</b>
Chip	George	Manufacturing

<b>Home Address*</b>	<b>City*</b>	<b>State*</b>	<b>Zip*</b>
2700 Manor Drive	Grand Rapids	Mi	49506

<b>Daytime Phone*</b>	<b>Evening Phone*</b>	<b>Email Address</b>

<b>Length of Residence in EGR*</b>	<b>Are you a registered voter*</b>	<b>Do you know of any conflict of interest or reason you should not receive an appointment?</b>
13 years	<input checked="" type="radio"/> Yes <input type="radio"/> No	No

**EDUCATION, EXPERIENCE and INTEREST (Please include any details which would apply to your appointment.)**

**Are you currently serving on other EGR Boards, Commissions, or Committees?\***

Yes       No

**Have you served on an EGR Board, Commission, or Committee before?\***

Yes       No

If yes, which

--

If yes, which

--

**Educational Background / Work Experience**

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BA and BS from Hope College  
co-founder of Comfort Research makers of Big Joe  
Co-founder of Revolution Farms

**Volunteer Experience/Involvement**

---

Board of YPO  
Grand Action 2.0 Fund raising committee  
Economics club of Grand Rapids board

**Print**

**Advisory Board Application Form - Submission #14300**

**Date Submitted: 5/24/2024**

**Commission Applied For\***

<input type="checkbox"/> Planning Commission	<input type="checkbox"/> Parks & Recreation Commission	<input type="checkbox"/> Board of Review	<input checked="" type="checkbox"/> City Commission
<input type="checkbox"/> Zoning Board of Appeals	<input type="checkbox"/> Library Commission	<input type="checkbox"/> EGR Community Foundation Board	<input type="checkbox"/> Any Available

Check any commission you are willing to serve on.

<b>First Name*</b>	<b>Last Name*</b>	<b>Occupation*</b>
Kate	Skaggs	Government Relations

<b>Home Address*</b>	<b>City*</b>	<b>State*</b>	<b>Zip*</b>
2615 Hall Street SE	GRAND RAPIDS	MI	49506

<b>Daytime Phone*</b>	<b>Evening Phone*</b>	<b>Email Address</b>

<b>Length of Residence in EGR*</b>	<b>Are you a registered voter*</b>	<b>Do you know of any conflict of interest or reason you should not receive an appointment?</b>
5 years	<input checked="" type="radio"/> Yes <input type="radio"/> No	No

**EDUCATION, EXPERIENCE and INTEREST (Please include any details which would apply to your appointment.)**

**Are you currently serving on other EGR Boards, Commissions, or Committees?\***

Yes       No

**Have you served on an EGR Board, Commission, or Committee before?\***

Yes       No

**If yes, which**

Parks & Recreation; Community Foundation

**If yes, which**

Parks & Recreation; Community Foundation

**Educational Background / Work Experience**

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**Education:**

Mount Vernon High School, 2003

The Ohio State University, BA in Political Science, 2006

The Florida State University, MS in Political Science, 2007

**Work Experience:**

2008-2015: Bonnier Corporation, Consumer Marketing

2017-2020: Michigan House of Representatives, Legislative Aide

2020-present: The WinMatt Group, President

**Volunteer Experience/Involvement**

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City of East Grand Rapids Parks & Recreation Commission - member since 2020; chair since 2022

Our Schools/Our Parks Millage Campaign (2021) - volunteer consultant and designer

Gilda's Club Board of Directors - Board member

Meals on Wheels Western Michigan - volunteer government relations

Community Foundation - Board member & volunteer for events

School parent @ Wealthy - volunteer as much as my schedule permits!



SHEA CHARLES  
CITY MANAGER

CITY OF  
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7

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**MEMORANDUM**

TO: Honorable Mayor and City Commissioners  
FROM: Shea Charles, City Manager  
DATE: July 10, 2024  
  
RE: City Commission Selection

Action Requested: That the City Commission consider appointing a First Ward City Commissioner.

Background: Pursuant to the City Charter, the City Commission has 90 days to fill the vacancy from Marc Schulz' resignation on April 23, 2024. The deadline is July 22, 2024. If this is not done, the Election Commission will call a special election to fill the vacancy.

Shea Charles  
City Manager



SHEA CHARLES  
CITY MANAGER

CITY OF  
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8

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**MEMORANDUM**

TO: Finance Committee  
FROM: Shea Charles, City Manager  
DATE: July 9 2024  
  
RE: Resolution to Rescind Policies

Action Requested: That the City Commission consider approving a resolution to rescind outdated and superseded policies in preparation for the adoption of an updated Administrative Policies & Procedures Manual.

Background: As part of our review and update of the Administrative Policies & Procedures Manual, we have identified approximately 90 policies and procedures that are either outdated, superseded by newer policies, or no longer needed because the provisions are now contained in the City Code or other authorizing documents.

When the final draft of the updated Administrative Policies & Procedures Manual is ready for adoption later this year, one of the remaining steps will be to rescind all of the policies that are no longer necessary.

The Finance Committee has reviewed this and found it to be in order.

I would like to extend a special thank you to Karen Brower for all of her hard work on this effort.

**REVIEWED & APPROVED FOR SUBMISSION:**

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Shea Charles, City Manager



# CITY OF EAST GRAND RAPIDS

750 LAKESIDE DRIVE SE  
EAST GRAND RAPIDS, MICHIGAN 49506

**RESOLUTION NO. 2024-\_\_\_\_\_.**

## **RESOLUTION TO RESCIND OUTDATED AND SUPERSEDED POLICIES**

At a regular meeting of the East Grand Rapids City Commission held at the East Grand Rapids Community Center, East Grand Rapids, Michigan, on \_\_\_\_\_ 2024.

Present:

Absent:

The following Resolution was offered by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_:

### **RESOLUTION**

**WHEREAS,** The East Grand Rapids City Commission has adopted many policies over time to provide direction to staff members as they implement commission decisions, interpret city ordinances, create working procedures, process citizen requests and establish personnel standards, and;

**WHEREAS,** Staff has completed an extensive review of all known policies adopted by the City Commission since 1970 and those contained in the Policy Manual housed in the City Manager's office to determine their relevancy and effectiveness; and

**WHEREAS,** Many of these policies have been updated to match current requirements or best practices and reaffirmed by the City Commission in recent months; and

**WHEREAS,** Staff found that several policies have subsequently been incorporated into ordinance updates, superseded or covered by State laws or other agency requirements, or are now covered by the City's Employee Handbook; and

**WHEREAS,** Many policies have been found to be outdated or unnecessary due to changes in city finances, departmental structure, employment law or technology;

**NOW, THEREFORE, BE IT RESOLVED**, that the following policies be rescinded as they are no longer necessary or effective:

<b>Policy Title</b>	<b>Date Adopted</b>	<b>Reason</b>
Accommodation Purchases	Sep 2, 1994	Addressed in upcoming purchasing policy
Agenda Distribution	Sep 27, 1977	No longer current practice
Agendas – Items Not On	Jan 17, 1983	Agenda is now approved/amended at the beginning of each agenda
Agenda – Relevant Items	Apr 29, 1982 Jun 1, 1982	Was an attorney’s opinion on a citizen request; should be considered on an individual situation basis
Alcoholic Beverage Consumption by City Employees	Dec 23, 1987	Covered in updated Employee Handbook
Amendments to 1/11/1982 Personnel Manual	Dec 10, 1991	Covered in updated Employee Handbook
Animal Control Enforcement	Mar 3, 1980	Addressed in City Code Chap 92
Bloodborne Pathogens	Unknown	Governed by OSHA/training plans
Budget Performance Reports	May 9, 1986	Was asking for input, not a policy decision
Business District Planters	Dec 19, 1983	Outdated; no longer needed
Cell Phone Policy	Jun 24, 2005	Covered in updated Information Technology Policy adopted Dec 2023
City Commission Committees	Sep 4, 1984	Guidelines now included in City Commission Handbook
City Equipment, Vehicles and Facilities - Personal Use	Mar 11, 1988	Covered in updated Employee Handbook
Closed Meetings	Unknown	Covered by Michigan Open Meetings Act
Computer/Internet/Email Policy	Unknown	Covered in updated Information Technology Policy adopted Dec 2023
Computer Security Policy	Apr 2, 1998	Covered in updated Information Technology Policy adopted Dec 2023
Contingency Fees for Projects	May 15, 2006	Covered in new purchasing policy
Cost Recovery for Special Events	Feb 26, 1992	Covered by updated Special Event Policy
Credit Card Policy	Feb 17, 1997	Updated policy adopted Sep 2023
Criminal Background & Driver Record Check Policy	Feb 4, 2002	Covered by updated policy adopted October 2023
DPW Building Personal Use	Oct 25, 1994	Covered in updated Employee Handbook
Debit Card Policy	Oct 21, 2013	Combined into new Credit Card Policy adopted Sep 2023
Dress Code Policy	Dec 17, 1991	Covered in updated Employee Handbook
Dumpster Ordinance Implementation	Jul 7, 2010	Implementation expired; no longer needed
Encroachment Within Public ROW	Jun 21, 1993	Now covered by City Code Chap 41
Employee Flower Fund	Dec 10, 1991	No longer necessary
Employee Parking	Dec 13, 1991	Guidelines covered in updated Employee Handbook
Employee Performance Evaluations	Unknown	Covered in updated Employee Handbook
Housing Rehabilitation Fund Status	Dec 19, 1983	Fund no longer exists
Investment Policy	Mar 21, 1983 Sep 21, 1998	Superseded by 2021 policy
John Collins Park Commercial Use Policy	Jun 15, 2017	Included in Parks Rules

Joint Facilities Agreement	1975 / 1985	Superseded by latest agreement
Joint Facilities Budget Amendment Procedures	Sep 20, 1999	Current practice; will be incorporated into next Joint Facilities Agreement
Joint Facilities Capital Projects	Jun 21, 1993	Covered by latest Joint Facilities Agreement
Lawn Contractor Regulations	May 7, 1984	Now covered by City Code Sec 7.88-1
Library Room Use	Dec 21, 1992	Covered by History Room Letter of Understanding with KDL
Liquor License Policy	Jul 27, 1982	Was specific to Gaslight Inn; no longer needed
Liquor License Standards	May 2, 1983	Outdated; no longer needed
Limited Use Policy for Public Parks	Jun 19, 2005	Included in Parks Rules
Mailing and Postage	Dec 13, 1991	No longer necessary
Measuring Lot Size	Aug 1, 1994	No longer needed due to technology capabilities
Old City Entrance Signs	May 17, 1999	Outdated; no longer needed
Open Meetings Act – Attorney/Client Privilege	Mar 28, 1984	Covered by Open Meetings Act
Ordinance Code Revisions	Unknown	Outdated; no longer needed
Payroll Checks Early Distribution	Dec 17, 1991	No current provision; will handle on an individual basis
Personnel Hirings (Nepotism)	Dec 3, 1990	Covered in updated Employee Handbook
Personnel Manual for Part-Time/Temp	Jan 14, 1992	No longer needed
Personnel Matters	Nov 7, 1990	Covered by Federal laws
Physical Fitness Room	Dec 6, 1991	Covered in updated Employee Handbook
Policy on Public Copies	July 1, 2004	All current items can be found online; other items covered by FOIA policy
Prepay Checks – Accounts Payable	Dec 17, 1991	Checks now issued once per week
Processing Lot Split Requests	Jan 3, 2005	Lot splits now processed administratively
Recreation Undesignated Fund Balance Use	May 2, 1994	Fund no longer exists
Resident/Non-Resident Fees	Apr 18, 1980	Covered by updated Program Fee Policy adopted October 2023
Retirement System – Added Service	Jun 7, 1984	No longer applicable
Retirement System – Inflationary Increases	Nov 15, 1982	No longer applicable
School Facility Use Policy	Feb 28, 1983	Covered by latest Joint Facilities Agreement
Seat Belt Policy	May 11, 1998	Covered in updated Employee Handbook and State law
Self-Contained Breathing Apparatus (DPW Dept)	Unknown	Governed by OSHA/training plans
Senior Management Personnel Manual	Mar 17, 1987	No longer necessary
Sewer Repairs – Homeowner Responsible to Connection	Dec 15, 1980	Now covered by City Code Sec 2.86
Sexual Harassment Policy	Nov 1, 1995	Covered by Harassment Policy adopted Dec 2023
Sidewalk Special Assessment Policy	Sep 19, 2016	Has been incorporated into next Street & Sidewalk Implementation Plan

Smoking in City Buildings	Dec 17, 1991	Covered in updated Employee Handbook
Snow Removal – Driveway	Unknown	Now covered by Sec 7.91-1
Special Event Permit Applications	Mar 29, 2010	Covered by updated Special Event Policy
Special Events Receipts Distribution	Nov 4, 1985	Outdated; no longer needed
Statutory Procedures	Feb 22, 1980	Covered by City Charter, Home Rule Cities Act, EGR Ordinances
Step Increases Replaced by Merit Pay	Nov 1, 1993	Covered in updated Employee Handbook
Storage of Private Property on City Property	Mar 11, 1988	Covered in updated Employee Handbook
Stormwater Discharge to Sanitary Sewer	Oct 28, 1974	City now requires disconnection when permits are pulled for improvements
Street & Sidewalk Millage Implementation Plan	May 15, 2015	Replaced by updated plan for 2024 millage request
Street Improvement – Width	Aug 23, 1976	Now covered by Mobility Bike Action Plan
Telephone Usage	Dec 17, 1991	Covered in updated Employee Handbook
Transient Merchant License Fees		Now covered by annual resolution
Transient Merchant Regulations	Jul 17, 1989	Now covered in Public Safety procedures
Tree Planting, Maintenance and Removal	Mar 15, 1994	Covered in tree planting brochure and contracts with vendors
Tree Removal by Homeowners of Healthy Trees	Oct 17, 2011	Covered by City Code Sec 3.33
Uniform Building Setback Ordinance	Jan 15, 1996	Now covered by ordinance requiring average setback
Vacation Time – Unused	Nov 1, 1993	Covered in updated Employee Handbook
Vehicle Purchasing Procedures	Sep 13, 1997	Included in overall purchasing policy
Water Service Replacement Fees	Mar 6, 2006	Now covered by State laws for lead services
Water Supply Contingency Plan	Oct 20, 1998	Now covered by EGLE requirements
Weed Cutting Costs	Aug 23, 1976	Now covered by City Code Sec 8.93
Wetlands MDNR Permits	Jul 22, 1991	Outdated; no longer needed
Yard Debris Collection Rules & Regulations	March 2015	Covered by City Code Sec 2.10

YEAS:  
NAYS:  
ABSTAIN:  
ABSENT:

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**CITY OF EAST GRAND RAPIDS**  
BY: \_\_\_\_\_  
Katie Favale, Mayor

BY: \_\_\_\_\_  
Lori Parmenter, City Clerk

**CERTIFICATION**

I, Lori Parmenter, the duly appointed Clerk of the City of East Grand Rapids, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City of East Grand Rapids at a regular meeting held \_\_\_\_\_, 2024, in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

**CITY OF EAST GRAND RAPIDS**

BY: \_\_\_\_\_  
Lori Parmenter, City Clerk



SHEA CHARLES  
CITY MANAGER

CITY OF  
EAST GRAND RAPIDS

9

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**MEMORANDUM**

TO: Honorable Mayor and City Commissioners  
FROM: Shea Charles, City Manager  
DATE: July 10, 2024  
  
RE: City Attorney Services

Action Requested: That the City Commission consider approving Varnum's proposed terms of service for City Attorney John Huff to continue with the City of East Grand Rapids and retain Bloom Slugget, PC for code enforcement matters.

Background: City Attorney John Huff began serving East Grand Rapids in 1986 and is approaching his 39<sup>th</sup> year of service. Mr. Huff's tenure began while he was with the firm Law Weathers. In 2016, Law Weathers merged with Varnum, and the City made the transition as well. Historically the City has had a fixed fee retainer agreement for general legal city services equaling about 40 hours a month. Special services such as code enforcement, lawsuits, major civil matters, and anything outside the retainer scope is billed. These terms have generally been renewed every three years, with our current arrangement expiring June 30, 2024. The City has spent between \$204,000 to \$271,000 on annual legal services over the last ten years with an average of \$226,000. The variations are often due either to litigation or special matters. The City budgets \$270,000 annually for these services.

In April, Mr. Huff was informed by Varnum leadership that the firm would be discontinuing its municipal legal practice this year. The City of East Grand Rapids and Grandville are the only two remaining Varnum city clients and both have long serving City Attorneys. After extensive discussions with Varnum leadership, they have agreed to continue working with East Grand Rapids during Mr. Huff's on-going service. However, this proposed agreement includes modifications to the scope of work.

The City currently pays \$15,520/month for the retainer and hourly rates between \$218 - \$248 for issues not covered by the retainer. The proposed agreement would increase the retainer to \$17,000/month. Billing rates for other matters will be discounted 25% from Varnum's standard rates with a range from \$345 - \$820 (senior partner), Mr. Huff's rate will be \$410. The change in the retainer rate would increase our annual amount from \$183,000 to \$204,000, an 11.5% increase. The proposed agreement acknowledges the City will no longer use Varnum for ordinance enforcement work.

The City does not have a significant amount of ordinance enforcement needs with an average of 300 hours a year. Varnum is requesting the City seek other legal counsel for this work as their current billable rates are significantly higher than what the City has paid in the past.

Working with Mr. Huff, we identified two options for the ordinance enforcement component. The first is the Law Office of Crystal Morgan, PLLC, which is a small firm in Holland that works with the City of Walker and now the City of Grandville. Ms. Morgan's proposed rate is \$175/hour. The other firm is Bloom Slugget, PC, (BSPC) which is a larger firm in Grand Rapids. BSPC's proposed rate structure is \$195/hour for prosecuting attorneys and \$100/hour for paralegals. BSPC is a well-known municipal legal services firm providing ordinance enforcement, planning & zoning, and other legal services unique to cities. The City has used BSPC for occasional special projects, mostly planning and zoning when Mr. Huff has a conflict.

After discussing the two proposals with the Finance Committee, the recommendation is to retain BSPC for the code enforcement work. Two deciding factors were that BSPC provides other municipal legal services and they already work in the 63<sup>rd</sup> District Court. Ms. Morgan's work is primarily in 59<sup>th</sup> District Court (Walker & Grandville).

Looking forward, Mr. Huff and I have discussed his future plans, and it is his desire to continue to serve the City until at least January 2026, and perhaps until June 2026, completing 40 years of service. The City will need to identify a replacement for Mr. Huff in the time leading up to his retirement.

The Finance Committee has reviewed this request and found it in order.

A handwritten signature in black ink, appearing to read 'Shea Charles', written in a cursive style.

---

Shea Charles, City Manager

# VARNUM

Bridgewater Place | Post Office Box 352  
Grand Rapids, Michigan 49501-0352

Telephone 616 / 336-6000 | Fax 616 / 336-7000 | [www.varnumlaw.com](http://www.varnumlaw.com)

John M. Huff

Direct 616 / 336-6239  
[jmhuff@varnumlaw.com](mailto:jmhuff@varnumlaw.com)

June 19, 2024

Mr. Shea Charles  
City of East Grand Rapids  
750 Lakeside Drive SE  
East Grand Rapids, MI 49506

Re: *Terms of Engagement*

Dear Shea:

We are pleased that you have chosen to engage our firm to continue to represent the City of East Grand Rapids in connection with general legal matters you refer to us from time to time. This letter summarizes our understanding of the legal services to be performed on your behalf and the basis upon which we will be paid for those services. Our services include meetings, office and telephone conferences, legal research, preparation and review of correspondence and documents, and similar services in connection with our representation of you. The scope of our legal services may be changed from time to time by mutual agreement between us. As we have discussed, our agreement no longer covers prosecution work on behalf of the city. In addition, there may be special projects which may not be covered by the retainer. If the City decides to have Varnum provide legal services for such a project, there shall be a separate letter agreement signed by both parties, specifying the terms of that engagement.

I will oversee this matter and will be the Client Service Manager. I will use the services of other attorneys in the firm and non-attorney legal assistants as deemed necessary or appropriate. Our billing procedures and other important elements of our relationship are discussed in the Service and Billing Memorandum that accompanies this engagement letter ("Memorandum"). Please review the Memorandum carefully. The terms of the Memorandum are also available on our website at <https://www.varnumlaw.com/service-and-billing/>

In most circumstances, our current range of billing rates is from \$345 per hour for an associate attorney to \$820 per hour for a senior partner, and \$210 per hour to \$445 per hour for paralegals. My billing rate for this engagement is \$410 per hour, and as you know we charge you at a 25% discount from our normal rates for all matters. These rates may be adjusted from time to time to reflect current levels of legal experience, changes in our costs, and other factors as described in the Memorandum.

June 19, 2024

Page 2

We have agreed that you will pay us a monthly retainer of \$17,000. We will charge the above referenced rates against the retainer and roll forward any value in credit amounts to the following month. Any excess amount will be returned to you when the engagement ends.

We believe that it is highly desirable at the outset of our representation to confirm by letter the terms of our engagement. We request that you examine this letter and the enclosed Memorandum carefully and let us know promptly if you have any questions or concerns, or if this is not an acceptable basis for our representation of you.

If this letter and the enclosed Memorandum are acceptable as a basis for our representation, we ask that you **send an email confirming your acceptance of the engagement letter and Memorandum**. If you prefer, you may sign this letter at the bottom and return it to me by email or U.S. mail.

We appreciate the opportunity to be of service to you and look forward to working with you. Please do not hesitate to call or email with any questions or concerns regarding this matter, or if we can otherwise be of assistance. Of course, we would be pleased to be considered for any additional legal services you may need and encourage you to discuss them with us.

Very truly yours,

**VARNUM**



John M. Huff

Enc. (Service and Billing Memorandum)

25827818.1

ACCEPTED AND AGREED BY EMAIL OR:

City of East Grand Rapids

By: \_\_\_\_\_

**Shea Charles**

City Manager

Date: \_\_\_\_\_, 2024

**VARNUM LLP**  
**SERVICE AND BILLING MEMORANDUM**

[www.varnumlaw.com/service-and-billing](http://www.varnumlaw.com/service-and-billing)

Varnum LLP ("Varnum") is pleased to have you as a client of our firm. Throughout our relationship, you should have a clear understanding of the legal services we will provide. This document shall govern the terms of our relationship unless we explicitly agree otherwise in writing. Among the provisions in this agreement is an arbitration clause. Please review this agreement carefully. We are happy to answer any questions you have about this agreement.

**1. THE ATTORNEY-CLIENT RELATIONSHIP**

1.1 The person or entity we represent is the person or entity identified in our engagement letter. Absent our express written agreement, we do not represent any affiliates of the person or entity identified in our engagement letter (i.e., if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders, or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). In proceeding with this relationship, you agree that our relationship is with you and not your affiliates, and that, as a result, it will not be necessary for us to obtain the consent of you or your affiliates in order for us to represent another client in a matter adverse to your affiliates. Furthermore, to the extent that our representation of others adverse to any of your affiliates may be deemed to require your consent, you give that consent.

1.2 In the event you do not execute our engagement letter or otherwise confirm our representation, you agree that Varnum going forward with providing legal services on your behalf, and your acceptance of such legal services, shall constitute acceptance by both you and Varnum of the terms of the engagement letter and this Service and Billing Memorandum ("Memorandum").

1.3 Varnum reserves the right to update the terms of this Memorandum. Varnum will communicate with you regarding any such changes. Unless otherwise agreed to in writing, your continued acceptance of legal services from Varnum constitutes acceptance of any changes to the Memorandum.

1.4 The attorney-client relationship will end at our completion of the services you have retained us to perform. If you later retain us to perform additional services, a new attorney-client relationship will be created at that time.

**2. WHO WILL PROVIDE THE LEGAL SERVICES**

2.1 At the beginning of our relationship, where appropriate, we will establish a team of firm members to serve you. This Client Service Team will be led by one attorney who will serve as your Client Service Manager and primary contact at the firm. Assignments may be delegated to other attorneys and paralegals at the discretion of the Client Service Manager.

2.2 As part of our agreement to represent you, if during the course of the representation we decide that it is necessary or appropriate to consult with our counsel, at our expense, you

agree and consent that we may do so and that our continued representation of you shall not waive any attorney-client privilege that Varnum may have to protect the confidentiality of our communications with firm counsel.

**3. COMMUNICATION AND RESPONSIVENESS**

3.1 We will keep you informed on active matters for which we have been retained with communications (by mail, email, telephone, and/or invoices) and comply promptly with reasonable requests for information. You agree to timely read our communications and to timely respond to our requests for information. We rely on the information you provide to us to be complete and truthful.

3.2 We strive to return all telephone calls within 24 hours. You will also have 24-hour access to the attorneys' direct dial telephone numbers, email and voice mail system on which confidential, detailed messages can be left. We will consider ourselves authorized to communicate with you by email or cell phone unless you instruct us otherwise.

3.3 You must keep us informed as to your current mailing address, physical address (if different), phone number(s), and email address. You will keep this information accurate and up to date because of our need to be able to contact you with respect to the subject of the representation and aspects of our relationship with you. We will rely upon the last contact information you provide to us with respect to any need we may have to communicate with you (during the existence of the attorney-client relationship or after conclusion of that relationship) relating in any way to our representation of you, including in connection with commencing any dispute resolution as described below.

3.4 Some of our clients utilize social media for a variety of purposes. Any communications by social media are not legal advice.

3.5 We recommend to our clients that they protect all communications to or from us from disclosure to others who are not our client in the matter. It is your obligation to ensure that the information sent to the electronic address you provide to us is secure and not accessible by others who are not our client. You must also ensure that legal matters in your electronic communications are not disclosed to others.

**4. EXPRESSIONS OF PROFESSIONAL JUDGMENT**

4.1 Any statements on our part concerning the outcome of your legal matters are expressions of our professional judgment and are not guarantees. Our opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are given.

## 5. HOW FEES WILL BE SET

5.1 Attorneys may be compensated under a variety of fee arrangements, including purely hourly or per diem arrangements. In determining the amount to be charged for the legal services we provide, we generally consider the following, unless described otherwise in the engagement letter:

- The time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service promptly;
- The fees customarily charged in the locality for similar services;
- The amount involved and the results obtained;
- The time limitations imposed by you as our client or by the circumstances;
- The nature and longevity of our professional relationship with you;
- The experience, reputation, and ability of the lawyers performing the services; and
- Whether the fee is fixed or contingent.

5.2 Among these factors, the time and effort required are typically weighted most heavily. We keep records of the time we devote to your work. We record our time in fractions of an hour.

5.3 The firm establishes a range of hourly rates for each attorney and legal assistant. These rates may be adjusted from time to time to reflect current levels of legal experience, changes in our costs, and other factors.

5.4 We are often asked to estimate the amount of fees and costs that may be incurred in connection with a particular matter. When requested, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed-fee quotation. The ultimate cost incurred frequently is more than the amount estimated.

5.5 For well-defined services, we will consider quoting a fixed fee. In those situations, the fixed fee arrangement will be expressed in a letter setting forth both the amount of the fee and the scope of the services to be provided.

## 6. OTHER CHARGES

6.1 Typically, we will charge our clients not only for legal services, but also for other ancillary services which we provide. Examples of ancillary charges include computerized research services, electronic discovery and document hosting services (which may be provided by third party vendors), and the use of our photocopy machines. While our charges for these services are measured by use, they do not, in all instances, reflect our actual out-of-pocket costs, as the true cost of providing the service is difficult to establish. For some services, we are able to negotiate discounts with vendors. We reserve the right to retain some or all of any negotiated discount. In all circumstances, our charges to you will be at or below reasonable fair market rates for such services. We would be pleased to discuss the specific schedule of charges for these additional services with you and to answer any questions that you may have.

## 7. DISBURSEMENTS

7.1 In addition to our fees and other charges, we will bill you, without any mark-up, for any out-of-pocket expenses which we incur on your behalf. Examples of costs in this category may include filing fees, court costs, mileage and third-party carrier or overnight delivery service. We may ask that you pay directly any third-party costs or expenses, such as expert or consultant fees.

## 8. BILLING ARRANGEMENTS AND TERMS OF PAYMENT

8.1 We will bill you, normally each month, for fees, other charges, and disbursements. You are expected to make payment upon receipt of our invoice. Unpaid fees and disbursements accrue interest at a rate of seven (7%) percent per year, calculated monthly from the beginning of the month in which they became overdue. Unless otherwise agreed, partial payments or late payments will be applied in the manner we determine in our discretion.

8.2 If your account becomes past due, you are expected to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the representation and pursue collection of your account. You then agree to become responsible for paying the costs of collecting the debt, including court costs, filing fees, and reasonable attorney fees (regardless of whether Varnum in-house counsel is used).

8.3 Invoices are typically sent monthly unless there is a project to be billed in a different fashion. At times, when there is low activity, an invoice may be sent less frequently than monthly. Generally, one person acts as the billing attorney for each client in order to coordinate the billing process. Billing can be done on a composite basis or broken down by subject matter.

8.4 Varnum accepts several methods of payment. You shall be responsible for any surcharges or other payment processing fees associated with your chosen method of payment.

## 9. RETAINERS

9.1 Clients of the firm are commonly asked to pay the firm a replenishing retainer. If you pay us a retainer, you grant us a security interest in those funds. The amount of the retainer will depend on a variety of factors, including but not limited to the complexity of the matter and whether the matter involves an appearance before a court or tribunal. If the initial retainer amount proves to be insufficient, an increase in the retainer may be necessary. Unless otherwise agreed, the retainer will be credited toward your unpaid invoices, if any, on a monthly basis at the time the invoice is generated. If you dispute any amount charged against the retainer, you may notify us promptly and we will return the disputed amount to a trust account pending resolution of the dispute.

9.2 Failure to replenish a retainer to the agreed upon amount after notice from us is grounds for our termination of the representation.

9.3 At the conclusion of our representation or at such time as the retainer is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to you.

9.4 Deposits received to cover specific items will be disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts disbursed. Any amount remaining after disbursement will be returned to you.

9.5 By court rule, most retainers will be placed in a pooled account, and interest earned on the pooled account is payable to a charitable foundation established in accordance with the court rule. This is called an IOLTA account. Funds in an IOLTA account may have limited FDIC insurance. That means deposits in excess of the insurance are not insured. Also, any funds we are holding for your benefit in this account will be aggregated with any funds you hold at the bank towards the FDIC insurance limit. In some instances, your retainer may be placed in a separate trust account for your benefit.

9.6 Any funds we deposit for your benefit, or pursuant to an escrow agreement between you and another party where Varnum acts as escrow agent, will be placed in a trust account at an FDIC-insured financial institution. This financial institution may be a client of Varnum, and Varnum may or may not hold other accounts at that institution. Funds in a trust account that is not an IOLTA account may accrue interest and the interest will be credited for your benefit. Funds in a trust account that is not an IOLTA account may have limited FDIC insurance. That means deposits in excess of the insurance are not insured. Also, any funds we are holding for your benefit in this account will be aggregated with any funds you hold at the bank towards the FDIC insurance limit. By retaining our services, you agree that we may deposit your funds in this trust account.

## 10. TERMINATION

10.1 You may terminate our representation at any time by notifying us. Your termination of our services will not affect your responsibility for payment of legal services rendered, additional charges and disbursements incurred before termination and in connection with an orderly transition of the matter.

10.2 We may also withdraw from providing services to you. The ethics rules identify several types of conduct or circumstances that require or allow us to withdraw from representing a client. We try to identify in advance and discuss with our clients any situation which may lead to our withdrawal, and if withdrawal ever becomes necessary, we will give you written notice of our withdrawal.

## 11. MATTER REPRESENTATION FILES

11.1 Client Property. Once our engagement in this matter ends, we will return the materials provided by you upon your request. You agree that we may copy your materials at your expense and retain copies of the materials and electronically stored information ("ESI") that you provided. You also agree that any materials or ESI left with us after the engagement ends may be retained or destroyed, at our discretion, and that there is no expectation, implicit or implied, that such materials will be

retained by Varnum. Any retained materials or copies will be destroyed at our expense. In most cases, any retained records will be destroyed in accordance with our then current records retention policy, a copy of which is available upon request.

11.2 Varnum Property. Our own files and ESI pertaining to the matter will be retained by the firm (as opposed to being sent to you) or destroyed. These firm files and ESI include, for example, firm administrative records, time and expense reports, personnel and staffing materials, accounting records, documents and ESI generated or received by us in the course of our representation, and internal lawyers' work product (such as drafts, notes, internal memoranda, legal research, and factual research, including investigative reports prepared by or for the internal use of lawyers). For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents, ESI or other materials retained by us after the termination of the engagement. In most cases, retained records will be destroyed in accordance with our then current records retention policy.

11.3 When you request Varnum's documents or ESI from us, copies will be produced and made at your expense, and the copies will be provided to you in electronic or paper format, at our discretion. Varnum will retain the originals of its property.

## 12. PRIVACY POLICY

12.1 Varnum is committed to protecting the privacy of the nonpublic personal information you share with us. An updated copy of our Privacy Policy can be found at:

[www.varnumlaw.com/privacy-policy](http://www.varnumlaw.com/privacy-policy)

12.2 California Residents may reference Varnum's Privacy Notice for California Residents found at:

[www.varnumlaw.com/privacy-notice-for-california-residents](http://www.varnumlaw.com/privacy-notice-for-california-residents)

12.3 The types of personal information we collect includes:

- Information that you provide in connection with our legal services (or potential legal services), such as name, email address, postal address, and phone number;
- Information that you provide in connection with Varnum's marketing activities including events, client advisories, and seminars; and
- Any other information you choose to provide.

12.4 We automatically collect personal information when you access or use our Website. The types of information we collect may include:

- Log Information: We collect log information about your use of our Website, including your browser type and language, app version, access times, pages viewed, Internet Protocol ("IP") address, approximate geographic location, and the webpage or online service you visited before navigating to our Website;
- Device Information: We collect information about the mobile device you use to access our mobile applications, including the hardware model, operating system and version, unique device identifiers, and mobile network information; and

- **Information Collected by Cookies and Other Tracking Technologies:** We and our service providers use various technologies to collect information, including cookies and web beacons (or pixel tags). Cookies are small data files stored on your hard drive or in device memory that help us to, among other things, improve our Website and your experience, see which areas and features of our Website are popular and count visits. Web beacons are clear, electronic images that may be used on our Website or in our emails and help deliver cookies, count visits, understand usage and campaign effectiveness and determine if an email has been opened and acted upon. We use an analytics service, Google Analytics to gather information about our Website visits. To learn more about Google Analytics, including opting out of Google Analytics, click here:

<https://tools.google.com/dlpage/gaoptout?hl=en>

12.5 We may collect personal information from other sources, such as service providers, vendors, social media sites, and advertising agencies.

12.6 We do not sell your personal information to third parties. Data we receive from other sources may be combined with the information you provide us and may be used or shared for the following purposes stated below.

12.7 The personal information we collect may be used:

- To operate and improve our Website;
- To respond to your questions, comments and requests;
- To provide the information or legal services you request and send you related information;
- To send you advisories, alerts, and updates;
- To communicate with you about our legal services, programming and events, and other information we think will be of interest to you;
- To monitor and analyze usage, trends, and activities related to our Website;
- To notify you about any changes to our Website;
- To fulfill or meet the reason you provided the information;
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection;
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations; and
- In any other way we may describe when you provide the information.

We will not sell, share or rent the information gathered from the sources listed above to others in ways that are different from what is disclosed in this Privacy Statement. Personal information is only used for the purposes set forth above and for no other purposes.

12.8 We may share your personal information in the following instances:

- With service providers, and other third parties we use to support our business as needed for them to provide us

with services that help us with our business activities and promote our legal services to you;

- With Software/IT service providers we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them;
- When we believe sharing is necessary to protect our rights, preserve safety, investigate fraud or other wrongdoing;
- When required by law, which includes complying with any court order, law, or legal process, including responding to a government or regulatory request;
- In connection with the sale, transfer or financing of Varnum's business or its assets;
- To enforce or apply our agreements, including for billing or collection purposes; and
- For any other purpose disclosed by us when you provide the information.

Apart from the categories and purposes listed above, Varnum will not share your personal information with other third parties for their independent use without your permission.

12.9 We will use reasonable administrative, technical and physical security to protect the personal information we retain and to help ensure that it is used in accordance with this Privacy Statement. We will retain your personal information for the period necessary to fulfill the purposes outlined in this Privacy Statement unless longer retention is required by law or for auditing purposes.

### **13. ENGAGEMENT OF THIRD-PARTY SERVICE PROVIDERS**

13.1 From time to time at your request, we may act on your behalf to engage the services of third parties to provide professional advice, goods or services to you or for your benefit, in connection with our legal engagement. Examples of such third parties include (without limitation) title insurance companies, appraisers, surveyors, environmental experts, process servers, financial consultants, court reporters, and law firms in other jurisdictions or in specialized practice areas. You will be responsible for the payment of all costs, fees and other expenses incurred in connection with any such engagement. In our discretion, we may include these costs on our direct bills to you; in most cases, we will instruct third parties to bill you directly for their services and products, or will forward to you all third-party bills that we receive, for direct payment by you.

13.2 In connection with such an engagement or otherwise, we may from time to time, at your request, recommend particular third-party service providers to you as the need arises. In making any such recommendation, or in engaging for the services of any such third-party, we do not make any warranty, representation or guaranty to you of any kind concerning the third-party provider or its services, including (without limitation) warranties as to the quality of service, professional acumen, or financial circumstances of the third-party service provider. You will retain the right to terminate the services of any such third-party service provider, at your election and at your expense, consistent with the terms of your agreement with the third-party service provider.

#### **14. AUDIT LETTER RESPONSES**

14.1 At times, you may request that we provide your auditors certain information in connection with such auditors' examination of your financial statements. We will charge for our services in doing so. Our responses will only be made in accordance with the ABA Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information (December 1975), including all of the limitations contained therein. You agree not to request information in addition to that provided for in the ABA Statement of Policy and consent to our providing responses only in accordance with the ABA Statement of Policy.

#### **15. OPINIONS TO OTHERS**

15.1 Any third-party opinions will be based on your representations and warranties that the facts on which the opinion is based are true, complete, and accurate, and that such representations and warranties do not omit any facts necessary to make such representations and warranties not misleading. You acknowledge and agree that we undertake no duty to investigate such representations and warranties or verify any matters that you represent and warrant to us as true, complete, and accurate.

#### **16. SECURITIES LAW ADVICE**

16.1 Unless specifically requested and agreed by us in writing, we will not provide any advice with respect to the securities laws of the United States or any other jurisdiction or any related rules or regulations and we will not provide any advice as to whether any information, statement, opinion, or other writing is required to be filed with, incorporated into, submitted to, or furnished to the United States Securities and Exchange Commission or any state securities regulators. You will not, without our prior written consent, include documents or information we provide to you in any filings with federal or state securities regulators, including the SEC.

#### **17. TAX ADVICE**

17.1 Unless specifically requested and agreed by us in writing, we will not provide any advice that is intended or written to be used, and without such specific request and agreement by us, it cannot be used, for the purpose of (a) avoiding federal, state, or local tax penalties that may be imposed on the taxpayer; or (b) promoting, marketing, or recommending to another party any tax-related matters addressed by us.

#### **18. INSURANCE ADVICE**

18.1 Unless specifically requested and agreed by us in writing, we will not provide any advice with respect to whether the subject matter of the representation is covered by or otherwise implicates any policy of insurance held by you or any other person or entity, including, but not limited to, whether any notice is required to be provided to any insurer.

#### **19. CORPORATE TRANSPARENCY ACT REPORTING**

19.1 Unless specifically requested and agreed by us in writing, we will not provide advice to you with respect to any

obligation you may have to report information, or update previously reported information, to any federal or state agency under the Corporate Transparency Act (31 U.S.C. § 5336) or any comparable state law.

19.2 Unless specifically requested and agreed by us in writing, we will not assist you in preparing any report to any federal or state agency under the Corporate Transparency Act or any comparable state law. If we do agree to assist you with the preparation of such a report, you agree to fully cooperate in gathering and providing all information necessary for the report. You further agree that should you fail to timely provide all information necessary for the report, Varnum may withdraw from its representation of you regarding the report.

Varnum has partnered with third party vendor(s) who, at your direction and expense, can store information necessary to prepare a report and submit a report on your behalf. Varnum will not directly file the report on your behalf.

19.3 We undertake no obligation to monitor whether you have had any changes of circumstances (*e.g.*, a change in beneficial owners, a change of address, etc.) that may require you to submit an updated report to any federal or state agency under the Corporate Transparency Act or any comparable state law.

19.4 If information about a Varnum attorney or staff member is required for a report to any federal or state agency under the Corporate Transparency Act or any comparable state law, Varnum will cooperate in providing you with all such information necessary for your report.

#### **20. USE OF GENERATIVE ARTIFICIAL INTELLIGENCE TOOLS**

20.1 From time to time, Varnum may use Generative Artificial Intelligence tools (Generative AI) to augment the work of our legal professionals. We independently analyze the validity and accuracy of all outputs created by any Generative AI tool before utilization of such outputs.

20.2 For complex tasks requiring advanced analysis or in-depth legal research, we will obtain your informed consent before any use of Generative AI to augment our work on that task.

20.3 Varnum maintains data protection protocols to ensure that your confidential or personally identifiable information is not inadvertently disclosed while using a Generative AI tool.

20.4 Should you inform us that you do not want Generative AI tools used on your matter, we will honor that request.

#### **21. ARBITRATION**

21.1 Depending on the circumstances, arbitration can be more efficient, expeditious, and inexpensive than litigation in court. As such, the parties agree that, other than a complaint seeking emergency injunctive relief to prevent a real and imminent danger of irreparable harm or a complaint to an attorney disciplinary authority alleging unethical conduct, any

controversy, dispute, or question arising out of, in connection with, or relating to the engagement agreement (including, but not limited to, interpretation, performance, nonperformance, breach, or alleged legal malpractice), the attorney-client relationship, fees, or any services of Varnum shall be determined by arbitration. The parties agree to delegate exclusively to the arbitrator the authority to determine the arbitrability of any dispute and the extent of the arbitrator's jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement. This agreement to arbitrate waives the parties' right to a jury trial and constitutes your informed consent to arbitration. You may wish to seek independent counsel regarding the scope and advantages and disadvantages of this arbitration provision.

21.2 Unless otherwise agreed and except as described below, the arbitration shall be conducted in accordance with the then-existing rules for Commercial Arbitration of the American Arbitration Association (AAA). Arbitration shall be by a single arbitrator selected in accordance with the AAA Commercial Arbitration Rules, under which the parties can select an arbitrator who is experienced in the subject matter of the dispute. Unless otherwise agreed, the arbitration shall be conducted in Grand Rapids, Michigan. The hearing shall be conducted pursuant to the normal rules of evidence applicable to such a matter in the Michigan courts. In accordance with the AAA Commercial Arbitration Rules, each party shall be financially responsible for a portion of the arbitrator's compensation and the administrative fees associated with the arbitration. The decision rendered by the arbitrator shall be final and binding upon the parties, except that any party may make one request for reconsideration by the arbitrator, provided that such request is made, in writing, within fourteen (14) days of issuance of the decision or reconsideration has been directed by a court having jurisdiction. This agreement waives the right to appeal the result of the arbitration proceeding except as otherwise established by law. Any court having jurisdiction, including a circuit court of the State of Michigan, may enter judgment, including, but not limited to, an award of damages,

on the arbitration award. The arbitrator may not amend, modify, or substitute any of the terms of the engagement agreement between the parties and his jurisdiction is thereby limited. The arbitrator may not award class or collective relief.

21.3 All arbitration proceedings, including but not limited to hearings, discovery, and awards, shall be confidential. The arbitration shall be conducted as a private proceeding, unlike litigation in court. There shall be no disclosure to third parties of the existence of the arbitration proceeding, any evidence related to the proceeding, or of the arbitrator's award/decision, except as necessary for the arbitration process, as necessary to enforce the arbitrator's award/decision, as necessary to disclose to attorneys, accountants, or other professional advisors for legal, accounting, or tax purposes, or as otherwise required by law.

21.4 Any party may seek summary disposition of the matter upon motion submitted to the arbitrator, if there are no genuine issues of material fact relevant to such resolution upon motion. Any party to the arbitration shall be entitled to discover, reasonably in advance of an arbitration hearing, relevant unprivileged documents in the possession, custody, or control of any other party to the arbitration, subject to the arbitrator limiting such discovery to avoid undue burden or expense or the disclosure of information for which the possessing party has a duty of confidentiality to others. If a party will present testimony of an independent expert (i.e., not a party, employee, owner, or partner of a party) at an arbitration hearing, the other party will be allowed to depose, under oath, that expert reasonably in advance of the hearing, but such deposition will not take longer than one day (seven hours), unless the parties otherwise agree or the arbitrator determines that a longer time is appropriate. No other depositions (i.e., of fact witnesses) will be permitted, except upon agreement of the parties or upon approval by the arbitrator as to a witness who cannot be subpoenaed or is unable to attend the hearing. This agreement waives the right to take discovery to the same extent as is available in a case litigated in court.



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John M. Huff

Direct 616 / 336-6239  
jmhuff@varnumlaw.com

May 7, 2021

Mr. Shea Charles  
City of East Grand Rapids  
750 Lakeside Drive SE  
East Grand Rapids, MI 49506

Re: *Fee Agreement for Legal Services*

Dear Shea:

Since our 2018 Fee Agreement with the City of East Grand Rapids will be expiring on June 30, 2021, I figured I had better submit a proposal for fees for legal services to you for the 3-year period commencing July 1, 2021, and ending June 30, 2024. In preparing this proposal I took into account a number of factors, including continuing financial pressures on the City and the variance between the firm's standard legal rates and rates that are charged to the City.

For example, with the retainer I looked at the 12-month period from January 2020 through December 2020. At standard rates, approximately \$274,000 worth of time was spent on the retainer matters. During that same period, the City paid the firm \$165,150 under the retainer. That is approximately a 40% discount from standard rates.

On the individual billing matters, it is somewhat more difficult to determine a general percentage because different persons work on different matters. Some issues, like cellular antennas and telecommunications issues, are going to have work performed primarily by partners, whereas other areas may have a majority of work performed by associates. Accordingly, I can give you my best guesstimate as to what rate of return we are receiving on these matters. Most partners standard rates are going to be \$425 or more per hour, so we are probably receiving about 50% of standard rates on partner work since in the current billing year we are being paid \$226 per hour for partner time. The return on associates is slightly better since their rates are lower. The average associate standard rate is around \$325 per hour while the current rate billed to the City is \$196 per hour. This means that associates are being billed at about 60% of their standard rates.

One other factor which has influenced my thoughts on the retainer is that the amount of hours being covered by the retainer has been increasing, in large part due to the length of City Commission and Planning Commission meetings. On average, these meetings are probably lasting an hour or more longer than they used to. We were averaging over 50 hours per month on retainer matters last year. In fact, it was about 58 hours per month. Historically that figure has been slightly in excess of 40 hours per month. I am hopeful that we are able to bring the time spent under the retainer down to a number that is in the high 40's, not the high 50's.

Mr. Shea Charles  
City of East Grand Rapids  
May 7, 2021  
Page 2



After taking all of these matters into consideration, I would propose the following rate structure for the next 3 years. For the fiscal year beginning July 1, 2021, the monthly retainer would increase by \$400 per month to \$14,375. This is an increase that is less than 3%. On July 1, 2022, the monthly retainer would increase by \$425 per month to \$14,800, which is also an increase of less than 3%. Finally, on July 1, 2023, the monthly retainer would increase to \$15,250 per month, which is a \$450 a month increase yet still below 3%.

The retainer is intended to cover general legal services provided to the City as well as initial Ordinance enforcement work (through pretrial). Certain matters are not covered by the retainer. Those matters are litigation, labor work, Ordinance litigation, telecommunications issues, and major civil matters. Major civil matters are defined as those matters where more than 15 hours of time is spent on a specific matter. The hourly rates for these other matters are proposed to be as follows. Beginning July 1, 2021, the partner rate would increase to \$233 per hour and the associate rate would increase to \$203 per hour. These are increases of \$7 per hour for each category. On July 1, 2022, the partner rate would increase to \$240 per hour and the associate rate would increase to \$210 per hour. Once again this is an increase of \$7 per hour. On July 1, 2023, the partner rate would change to \$248 per hour and the associate rate would be \$218 per hour, each of these being an \$8 per hour increase. As noted above, all of these rates are substantially below the firm's standard rates for partners and associates.

Statements for services are sent on a monthly basis. These statements will reflect the services performed, the amount of time necessary to perform those services, and the attorney performing the services. They will also provide a breakdown of the number of hours spent by partners and the number of hours spent by associates. Billing is done in 1/10 hour increments. I attach a copy of the firm's standard service and billing information memorandum.

Our firm possesses substantial experience in many areas that allows us to provide services to the City efficiently and to respond to the City's needs quickly. In reviewing legal fee proposals, you should consider not only the rates that are proposed but the ability of the law firm to provide the needed services in a prompt and efficient manner. We believe that we have consistently demonstrated our ability to do this for the City. Our proposal illustrates our continuing commitment to provide superior legal services to the City at a reasonable cost. I would be happy to meet with members of the City Commission as well as with you to discuss this proposal in further detail.

All of us who provide legal services to the City appreciate the opportunity to represent the City.

Very truly yours,

**VARNUM**

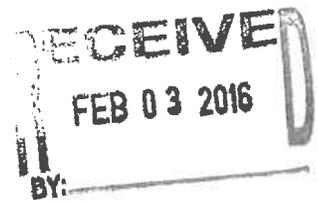
A handwritten signature in blue ink that reads "John M. Huff". The signature is written in a cursive style.

John M. Huff



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John M. Huff

Direct: 616 / 336-6239  
jmhuff@varnumlaw.com

February 1, 2016

Mr. Brian Donovan  
City of East Grand Rapids  
750 Lakeside Drive, SE  
East Grand Rapids, Michigan 49506

**Re: Legal Representation for City of East Grand Rapids**

Dear Brian:

We are pleased that you have chosen to engage our firm to represent the City of East Grand Rapids in connection with the City's legal work. This letter is intended to set forth our understanding of the legal services to be performed on your behalf and the basis upon which we will be paid for those services. Our services will be rendered through meetings, office conferences, telephone conferences, legal research, and preparation of documents and similar services. The scope of our legal services may be changed from time to time by mutual agreement between us.

I will oversee these matters and will be the Client Service Manager. I will use the services of other attorneys in the firm and non-attorney legal assistants as we deem necessary or appropriate to the tasks to be performed on your behalf. Our billing procedures and other important elements of our relationship are discussed in the Service and Billing Information Memorandum that accompanies this engagement letter.

Our fees will be in accordance with our legal services proposal dated February 26, 2015.

We believe that it is highly desirable at the outset of our representation to confirm by letter the terms of our engagement. We request that you examine this letter and the enclosed Memorandum carefully, and let us know promptly if you have any questions or concerns, or if this is not an acceptable basis for our representation of you. If this letter and the enclosed Memorandum are acceptable as a basis for our representation, we ask that you sign a copy of this letter at the bottom and return it to me in the enclosed envelope so that we may commence our representation.

Mr. Brian D. Donovan  
February 1, 2016  
Page 2

Once again, we appreciate the opportunity to be of service to you and look forward to working with you.

Very truly yours,

VARNUM

  
John M. Huff

JMH/kjb  
Enclosure

ACCEPTED AND AGREED:

City of East Grand Rapids

By:   
Brian D. Donovan  
Its Manager

Date: 2/17/16

10194449\_1.docx

**VARNUM LLP**  
**SERVICE AND BILLING INFORMATION**

[www.varnumlaw.com/Service-and-Billing](http://www.varnumlaw.com/Service-and-Billing)

Varnum LLP ("Varnum") is pleased to have you as a client of our firm. Throughout our relationship, you should have a clear understanding of the legal services we will provide. Any questions that you have will be dealt with promptly. An updated copy of the Service and Billing Information is available without charge at

[www.varnumlaw.com/Service-and-Billing](http://www.varnumlaw.com/Service-and-Billing)

and we encourage you to periodically obtain and review it.

### **1. THE ATTORNEY-CLIENT RELATIONSHIP**

1.1 The person or entity we represent is the person or entity identified in our engagement letter and does not include any affiliates of that person or entity (i.e., if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders, or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). In proceeding with this relationship, you agree that our relationship is with you and not your affiliates, and that, as a result, it will not be necessary for us to obtain the consent of you or your affiliates in order for us to represent another client in a matter adverse to your affiliates. Furthermore, to the extent that our representation of others adverse to any of your affiliates may be deemed to require your consent, you give that consent.

1.2 The attorney-client relationship will end at our completion of the services you have retained us to perform. If you later retain us to perform additional services, our attorney-client relationship will be reactivated.

### **2. WHO WILL PROVIDE THE LEGAL SERVICES**

2.1 At the beginning of our relationship, where appropriate, we will establish a team of firm members to serve you. This Client Service Team will be led by one attorney who will serve as your Client Service Manager and primary contact at the firm. This attorney should be someone in whom you have confidence and with whom you enjoy working.

2.2 Client Service Teams include attorneys and legal assistants in different practice areas who, under the supervision of the Client Service Manager, may perform work on behalf of the client. Delegation of assignments may be to take advantage of special expertise, cost-efficiency, or time deadlines. When applicable, we will

advise you of the names of the attorneys and legal assistants who serve on your Client Service Team.

2.3 You are free to request a change in the Client Service Manager or Client Service Team members at any time. If a change in the Client Service Manager is desired, please contact any other Partner of the firm. For questions concerning team members, please contact your Client Service Manager.

2.4 As part of our agreement to represent you, if during the course of the representation we decide, in our own discretion, that it is necessary or appropriate to consult with our counsel, at our expense, you agree and consent that we may do so and that our continued representation of you shall not waive any attorney-client privilege that Varnum may have to protect the confidentiality of our communications with firm counsel.

### **3. COMMUNICATION AND RESPONSIVENESS**

3.1 We strive to return all telephone calls on the day received or by the following morning, if received late in the day.

3.2 You will have 24-hour access to the attorneys' direct dial telephone numbers and voice mail system on which confidential, detailed messages can be left. Where appropriate, you will be provided with the home telephone numbers and the cell telephone numbers of the attorneys working with you. The names of secretaries and staff supporting your Client Service Team can also be provided.

3.3 Communication by email is now common, although it may be subject to unauthorized interception (as are cell phone communications). We will consider ourselves authorized to communicate with you by email or cell phone, where available, unless you instruct us otherwise. Some of our clients utilize social media for a variety of purposes. Any communications by social media are not legal advice.

3.4 We recommend to our clients that they protect all communications to or from us from disclosure to others who are not our client in the matter. It is your obligation to ensure that the information sent to the electronic address you provide to us is secure and not accessible by others who are not our client. You must also ensure that legal matters in your electronic communications are not disclosed to others.

#### **4. EXPRESSIONS OF PROFESSIONAL JUDGMENT**

4.1 Any statements on our part concerning the outcome of your legal matters are expressions of our professional judgment, but are not guarantees. Our opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are given.

#### **5. HOW FEES WILL BE SET**

5.1 Attorneys may be compensated under a variety of fee arrangements, including purely hourly or per diem arrangements. At Varnum, in determining the amount to be charged for the legal services we provide, we generally consider the following, unless described otherwise in the engagement letter:

- The time and effort required, the novelty and complexity of the issues presented, and the skill required to perform the legal services promptly;
- The fees customarily charged in the community for similar services and the value of the services to you;
- The amount of money or value or property involved and the results obtained;
- The time constraints imposed by you as our client and other circumstances, such as an emergency closing, the need for injunctive relief from court, or substantial disruption of other office business;
- The nature and longevity of our professional relationship with you;
- The experience, reputation, and expertise of the lawyers performing the services;
- The extent to which office procedures and systems have produced a high-quality product efficiently.

5.2 Among these factors, the time and effort required are typically weighted most heavily. We keep records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related matters. We record our time in fractions of an hour.

5.3 The hourly rates of our lawyers and legal assistants have an important bearing on the fees we charge. The firm establishes a range of hourly rates for each attorney and legal assistant. These rates may be adjusted from time to time to reflect current levels of legal experience, changes in our costs, and other factors.

5.4 We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. When requested, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

5.5 For well-defined services (for example, a simple business incorporation), we will consider quoting a fixed fee. In those situations, the fixed fee arrangement will be expressed in a letter, setting forth both the amount of the fee and the scope of the services to be provided.

5.6 Varnum encourages discussion with our clients about legal fees and billing arrangements. Unnecessary misunderstandings can result from a lack of clear communication on these sensitive matters. We would expect to have candid discussions regarding fees and billing arrangements with you at the beginning of our relationship.

#### **6. OTHER CHARGES**

6.1 Typically, we will charge our clients not only for legal services, but also for other ancillary services which we provide. Examples of ancillary charges include: computerized research services and the use of our photocopy machines. While our charges for these services are measured by use, they do not, in all instances, reflect our actual out-of-pocket costs. For photocopying or computerized research, for example, the true cost of providing the service is difficult to establish. While we strive to maintain these charges at rates which are lower than those maintained by others in our markets, in some instances, the amounts charged may exceed the actual costs to the firm. We would be pleased to discuss the specific schedule of charges for these additional services with you and to answer any questions that you may have. If you would prefer, in some situations we can arrange for these ancillary services to be provided by third parties with direct billing to you.

#### **7. DISBURSEMENTS**

7.1 In addition to our fees and other charges, we will bill you, without any mark-up, for any out-of-pocket expenses which we incur on your behalf. Examples of costs in this category may include filing fees, court costs, mileage and third-party carrier or overnight delivery service. We may ask that you pay directly any third-party costs or expenses, such as expert or consultant fees.

#### **8. BILLING ARRANGEMENTS AND TERMS OF PAYMENTS**

8.1 We will bill you, normally each month, for fees, other charges, and disbursements. You are expected to make payment upon receipt of our invoice.

Unpaid fees and disbursements accrue interest at the maximum rate permitted under the laws of the State of Michigan, but not exceeding one percent (1%) per month from the beginning of the month in which they became overdue. Unless otherwise agreed, partial payments or late payments will be applied in the manner we determine in our discretion.

8.2 If your account becomes past due, you are expected to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the representation and pursue collection of your account. You then agree to become responsible for paying the costs of collecting the debt, including court costs, filing fees, and reasonable attorney fees (regardless of whether Varnum in-house counsel is used).

8.3 Invoices are typically sent monthly unless there is a project to be billed in a different fashion. At times, when there is low activity, an invoice may be sent less frequently than monthly. Generally, one person acts as the billing attorney for each client in order to coordinate the billing process. Billing can be done on a composite basis or broken down by subject matter. If you want particular invoices sent to specific individuals for approval in your company, that can be done.

8.4 Under normal circumstances, we submit regular monthly invoices to clients listing in a narrative fashion the particular work performed by date and the exact amounts of other charges and disbursements for all client matters.

## 9. RETAINERS

9.1 New clients of the firm are commonly asked to pay the firm a replenishing retainer. If you pay us a retainer, you grant us a security interest in those funds. The amount of the retainer will depend on a variety of factors, including but not limited to the complexity of the matter and whether the matter involves an appearance before a court or tribunal. If the initial retainer amount proves to be insufficient, an increase in the retainer may be necessary. Unless otherwise agreed, the retainer typically will be credited toward your unpaid invoices, if any, on a monthly basis at the time the invoice is generated. If you dispute any amount charged against the retainer, you may notify us promptly and we will return the disputed amount to a trust account pending resolution of the dispute.

9.2 Failure to replenish a retainer to the agreed upon amount after notice from us may be grounds for our termination of the representation.

9.3 At the conclusion of our representation or at such time as the retainer is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to you.

9.4 Deposits received to cover specific items will be disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts disbursed. Any amount remaining after disbursement will be returned to you.

9.5 By court rule, most retainers will be placed in a pooled account, and interest earned on the pooled account is payable to a charitable foundation established in accordance with the court rule. This is called an IOLTA account. Funds in an IOLTA account may have limited FDIC insurance. That means deposits in excess of the insurance are not insured. Also, any funds we are holding for your benefit in this account will be aggregated with any funds you hold at the bank towards the FDIC insurance limit. In some instances, your retainer may be placed in a separate trust account for your benefit.

9.6 Any funds we deposit for your benefit, or pursuant to an escrow agreement between you and another party where Varnum acts as escrow agent, will be placed in a trust account at an FDIC-insured financial institution. This financial institution may be a client of Varnum, and Varnum may or may not hold other accounts at that institution. Funds in a trust account that is not an IOLTA account may accrue interest and the interest will be credited for your benefit. Funds in a trust account that is not an IOLTA account may have limited FDIC insurance. That means deposits in excess of the insurance are not insured. Also, any funds we are holding for your benefit in this account will be aggregated with any funds you hold at the bank towards the FDIC insurance limit. By retaining our services, you agree that we may deposit your funds in this trust account.

## 10. TERMINATION

10.1 You may terminate our representation at any time by notifying us. Your termination of our services will not affect your responsibility for payment of legal services rendered, additional charges and disbursements incurred before termination and in connection with an orderly transition of the matter.

10.2 We may also withdraw from providing services to you. The ethics rules for the jurisdictions in which we practice list several types of conduct or circumstances that require or allow us to withdraw from representing a client. We try to identify in advance and discuss with our clients any situation which may lead to our withdrawal, and if withdrawal ever becomes necessary, we will give the client written notice of our withdrawal.

## 11. MATTER REPRESENTATION FILES

11.1 **Client Property.** Once our engagement in this matter ends, we will return the materials provided by

you upon your request. You agree that we may copy your materials at your expense and retain copies of the materials and electronically stored information ("ESI") that you provided. You also agree that any materials or ESI left with us after the engagement ends may be retained or destroyed, at our discretion. Any retained materials or copies will be destroyed at our expense. In most cases, any retained records will be destroyed in accordance with our then current policy.

**11.2 Varnum Property.** Our own files and ESI pertaining to the matter will be retained by the firm (as opposed to being sent to you) or destroyed. These firm files and ESI include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, documents and ESI generated or received by us in the course of our representation, and internal lawyers' work product (such as drafts, notes, internal memoranda, legal research, and factual research, including investigative reports prepared by or for the internal use of lawyers). For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents, ESI or other materials retained by us within a reasonable time after the termination of the engagement. In most cases, retained records will be destroyed in accordance with our then current policy.

**11.3** When you request Varnum's documents or ESI from us, copies will be produced and made at your expense, and the copies will be provided to you in electronic or paper format, at our discretion. Varnum will retain the originals of its property.

## **12. PRIVACY POLICY**

**12.1** We follow the high professional standards of confidentiality imposed on lawyers.

**12.2 Types of Nonpublic Personal Information We Collect.** We collect nonpublic personal information about you that is provided to us by you or obtained by us with your authorization.

**12.3 Parties to Whom We Disclose Information.** For current and former clients, we do not disclose any nonpublic personal information obtained in the course of our practice, except as required or permitted by law. In a generic sense, any information a client provides us is likely to be considered nonpublic personal information and receives confidential treatment. Permitted disclosures include, for instance, providing information to our employees, and in limited situations, to unrelated third parties who need to know that information to assist us in providing services. In all such situations, we stress the confidential nature of information being shared.

**12.4 Protecting the Confidentiality and Security of Current and Former Clients Information.** We retain records relating to services that we provide so that we are better able to assist you with your needs and, in some cases, to comply with guidelines of our profession. In order to safeguard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with the rules of professional conduct applicable to us.

**12.5** Please call your Varnum attorney if you have any questions, because your privacy, our professional ethics, and the ability to provide you with quality services are very important to us.

## **13. ENGAGEMENT OF THIRD-PARTY SERVICE PROVIDERS**

**13.1** From time to time at your request, we may act on your behalf to engage the services of third parties to provide professional advice, goods or services to you or for your benefit, in connection with our legal engagement. Examples of such third parties include (without limitation) title insurance companies, appraisers, surveyors, environmental experts, process servers, financial consultants, information technology experts, court reporters, and law firms in other jurisdictions or in specialized practice areas. You will be responsible for the payment of all costs, fees and other expenses incurred in connection with any such engagement. If such costs are relatively small we may include them on our direct bills to you; in most cases, we will instruct third parties to bill you directly for their services and products, or will forward to you all third-party bills that we receive, for direct payment by you.

**13.2** In connection with such an engagement or otherwise, we may from time to time, again at your request, recommend particular third-party service providers to you as the need arises. In making any such recommendation, or in engaging for the services of any such third-party, we do not make any warranty, representation or guaranty to you of any kind concerning the third-party provider or its services, including (without limitation) warranties as to the quality of service, professional acumen, or financial circumstances of the third-party service provider. You will at all times retain the right to terminate the services of any such third-party service provider, at your election and at your expense.

## **14. AUDIT LETTER RESPONSES**

**14.1** At times, you may request that we provide your auditors certain information in connection with such auditors' examination of your financial statements. Of course, we will charge for our services in doing so. In addition, for your benefit and in order to protect the attorney-client privilege, our responses will only be made in accordance with the ABA Statement of Policy

Regarding Lawyers' Responses to Auditors' Requests for Information (December 1975), including all of the limitations contained therein. You hereby agree not to request information in addition to that provided for in the ABA Statement of Policy and consent to our providing responses only in accordance with the ABA Statement of Policy.

### **15. OPINIONS TO OTHERS**

15.1 As a general matter, any third party opinions will be based on your representations and warranties that the facts on which the opinion is based are true, complete, and accurate, and that such representations and warranties do not omit any facts necessary to make such representations and warranties not misleading. You acknowledge and agree that we undertake no duty to investigate such representations and warranties, or verify any matters that you represent and warrant to us as true, complete, and accurate.

### **16. SECURITIES LAW ADVICE**

16.1 Unless specifically requested and agreed by us in writing, we will not provide any advice with respect to the securities laws of the United States or any other jurisdiction or any related rules or regulations and we will not provide any advice as to whether any information, statement, opinion, or other writing is required to be filed with, incorporated into, submitted to, or furnished to the United States Securities and Exchange Commission or any state securities regulators. You will not, without our prior written consent, include documents or information we provide to you in any filings with federal or state securities regulators, including the SEC.

### **17. FEDERAL TAX ADVICE**

17.1 Unless specifically requested and agreed by us in writing, we will not provide any advice that is intended or written to be used, and without such specific request and agreement by us, it cannot be used, for the purpose of (a) avoiding federal tax penalties that may be imposed on the taxpayer; or (b) promoting, marketing, or recommending to another party any tax-related matters addressed by us.

### **18. DISPUTE RESOLUTION**

18.1 Other than a complaint to a disciplinary authority, you agree that any controversy, dispute, or question arising out of, in connection with, or relating to the engagement agreement (including, but not limited to, interpretation, performance, nonperformance, or breach), the attorney-client relationship, fees or any services of Varnum shall be determined exclusively in a state or federal court located in the State of Michigan under the laws of Michigan. You expressly consent to the jurisdiction of courts in Michigan.

18.2 Varnum is willing to consider whether to use alternative dispute resolution procedures (including but not limited to binding arbitration), if you are also willing to do so. Such alternative dispute resolution will be used only if all parties to the dispute agree on its use and the procedures to be followed.

### **19. KEEPING YOUR CONTACT INFORMATION CURRENT**

You must keep us informed as to your current mailing address, physical address (if different), and phone numbers (also email address if that is used). You will keep this information accurate and up to date, because of our need to be able to contact you with respect to the subject of the representation and aspects of our relationship with you—as described above. We will rely upon the last contact information you provide to us. You agree that we can do so with respect to any need we may have to communicate with you (during the existence of the attorney-client relationship or after conclusion of that relationship) relating in any way to our representation of you, including in connection with commencing any dispute resolution as described above.

*June 2014*



# Bloom Sluggett, PC

COUNSELORS & ATTORNEYS

**Jeffrey VH Sluggett**  
Direct Dial (616) 965-9341  
Direct Fax (616) 965-9350  
[jeff@bloomsluggett.com](mailto:jeff@bloomsluggett.com)

June 26, 2024

Mr. Shea Charles  
City Manager  
City of East Grand Rapids  
750 Lakeside Drive SE  
East Grand Rapids, MI 49506

Delivery Via Electronic  
and U.S. Mail

**Re: City of East Grand Rapids/Proposal for Ordinance Enforcement Legal Services**

Dear Mr. Charles:

Enclosed please find the proposal from Bloom Sluggett, PC (“BSPC”) to provide ordinance enforcement legal services on behalf of the City of East Grand Rapids. BSPC is prepared to begin the City’s ordinance enforcement work immediately.

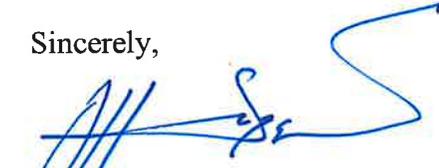
If the City would like to proceed, my suggestion would be to arrange a meeting involving your office, other City departments as you deem necessary (e.g., the City’s Public Safety Department), and BSPC. This will afford us an opportunity to formally meet and also learn how the City would prefer to approach ordinance enforcement matters moving forward.

As stated in our Proposal, hourly rates for ordinance enforcement are currently set at \$195 for attorneys and \$100 for paralegals. Our experience in other communities is that typically 70% of the work in this area is attributable to attorney time with the remaining 30% being allocated to paralegal time.

We very much appreciate the invitation to submit this proposal and it would be an honor to represent and work with the City.

Thank you for your consideration in this matter.

Sincerely,



Jeffrey VH Sluggett

cc: John Huff, Esq. w/encl.  
Clinton Rosekopf w/o encl.

# Bloom Sluggett, PC

Counselors & Attorneys

## **PROPOSAL FOR ORDINANCE ENFORCEMENT SERVICES**

### **CITY OF EAST GRAND RAPIDS, MICHIGAN**

Bloom Sluggett, PC  
161 Ottawa Ave. NW, Suite 400  
Grand Rapids, MI 49503  
[www.bloomsluggett.com](http://www.bloomsluggett.com)  
Phone: (616) 965-9340  
Fax: (616) 965-9350  
Federal Taxpayer ID #: 45-4497441

Jeff Sluggett  
Phone: (616) 965-9341  
Fax: (616) 965-9350  
[jeff@bloomsluggett.com](mailto:jeff@bloomsluggett.com)

**TABLE OF CONTENTS**

	Page
1. INTRODUCTION.....	3
2. STATEMENT OF QUALIFICATIONS .....	3
3. FIRM EXPERIENCE .....	3
4. PROFESSIONAL REFERENCES.....	5
5. FIRM ATTORNEYS FOR THE CITY.....	6
ATTORNEY CLINTON ROSEKOPF.....	6
ATTORNEY ASHLEIGH RUSSETT .....	7
ATTORNEY JEFF SLUGGETT.....	8
6. ACCESSIBILITY AND RESPONSIVENESS.....	9
7. PROPOSED FEE STRUCTURE.....	10
8. CONCLUSION.....	11

## INTRODUCTION

Bloom Sluggett, PC (“BSPC”) is pleased to present this proposal to provide Ordinance Enforcement legal services for the City of East Grand Rapids (the “City”). We would welcome the opportunity to review our proposal or answer any questions the City may have.

## STATEMENT OF QUALIFICATIONS

BSPC attorneys include Cliff Bloom, Jeff Sluggett, Blake Conklin, Andy Gordon, Christine Blum, Clinton Rosekopf, Michelle Kitch, Toby Koenig, Ashleigh Russett and Mikhail Albuseiri. All of our attorneys practice in a limited number of specialized areas; concentrating first and foremost on representing public sector clients. Several of our attorneys have been recognized for their public sector practice in Michigan through various awards, peer recognition, and other acknowledgements. We encourage you to learn more about us by visiting our website at [www.bloomsluggett.com](http://www.bloomsluggett.com).

Jeff Sluggett is proposed to be the principal contact for the City of East Grand Rapids. Clinton Rosekopf and Ashleigh Russett would handle the Ordinance Enforcement work.

## FIRM EXPERIENCE

Founded in 2012, BSPC has established itself as a distinguished boutique law firm, specializing in municipal, riparian, and real estate law. With an unwavering commitment to these core practice areas, we have honed our expertise to offer unparalleled legal services, ensuring a cost-effective and efficient approach to serving our clients.

We are committed to a practical approach coupled with a sincere dedication to the well-being of the communities we serve. At BSPC, we stand by our values of excellence, promptness, and affordability in delivering top-tier legal services. We prioritize our clients' needs in an effort to achieve their goals and protect their interests.

We believe that our clients would attest to our proven track record of serving local governments and public entities with the utmost dedication and professionalism. Our team of seasoned attorneys possess a comprehensive understanding of the intricacies of municipal law, and a wealth of experience in addressing the unique legal challenges such entities face. Our services encompass a wide range of areas, including but not limited to:

- General Municipal/Public Sector Law
- Charter Amendments
- Ordinance Drafting
- Millages
- Procurement and Construction
- Litigation
- Zoning and Planning
- Eminent Domain
- Special Assessments
- Intergovernmental Agreements
- Employment Law/Human Resources
- Federal and State Grants
- Riparian/Water Law
- Election Law
- Library Law
- Contract Negotiations
- Property Tax Appeals
- Economic Development/Incentives
- Labor Law
- Real Estate

- Ordinance Enforcement
- Freedom of Information Act
- Land Division
- Open Meetings Act

For an identification of the areas of expertise of each of our attorneys, please see the included biographical section.

Our municipal practice is expansive. We currently serve as general legal counsel to numerous municipalities in Michigan including:

- City of Cedar Springs
- City of Coopersville
- City of Ionia
- City of Kentwood
- City of Newaygo
- City of Plainwell
- City of South Haven
- City of Springfield
- City of Stanton
- City of Walker
- Ada Township
- Alpine Township
- Benton Charter Township
- Big Prairie Township
- Bois Blanc Township
- Bowne Township
- Brooks Township
- Bushnell Township
- Crystal Township
- Croton Township
- Dayton Township
- Dorr Township
- Evergreen Township
- Gaines Township
- Georgetown Charter Township
- Grant Township
- Grattan Township
- Irving Township
- Lake Township
- Leighton Township
- Lilley Township
- Lincoln Township
- Lowell Charter Township
- Martin Township
- Merrill Township
- Montcalm Township
- North Plains Township
- Norwich Township
- Plainfield Charter Township
- Pleasant Plains Township
- Sheridan Township
- Sherman Township
- Sparta Township
- Thornapple Township
- White River Township
- Winfield Township
- Wright Township
- Village of Howard City
- Village of Lake Isabella
- Village of Lakeview
- Village of Nashville
- Village of Pierson
- Village of Sparta
- Village of Sand Lake

Additionally, we serve as special legal counsel for many other public authorities, public entities, and public libraries.

## PROFESSIONAL REFERENCES

Bryan Litwin  
Chief of Police  
City of Kentwood  
4742 Walma Ave SE  
Kentwood, MI 49518-8848  
[LitwinB@kentwood.us](mailto:LitwinB@kentwood.us)  
(616) 656-6500

Stephanie Morningstar  
Deputy Chief of Police  
City of Kentwood  
4742 Walma Ave SE  
Kentwood, MI 49518-8848  
[morningstars@kentwood.us](mailto:morningstars@kentwood.us)  
(616) 656-6502

John Said  
Director of Planning  
Ada Township  
7330 Thornapple River Dr  
PO Box 370  
Ada, MI 49301  
[jsaid@adatownshipmi.com](mailto:jsaid@adatownshipmi.com)  
(616) 290-7313

Meghan Gorby  
Zoning Administrator  
City of Walker  
4243 Remembrance Rd NW  
Walker, MI 49534  
[mgorby@walker.city](mailto:mgorby@walker.city)  
(616) 791-6214

Dan Buyze  
Supervisor  
Pierson Township  
21156 Cannonsville Rd  
Pierson, MI 49339  
[supervisor@piersontwp.org](mailto:supervisor@piersontwp.org)  
(616) 636-8570 ext. 205

Additional references available upon request.

## PROPOSED ATTORNEYS

### ATTORNEY CLINTON ROSEKOPF

Clinton earned his Bachelor of Arts degree in Political Science from Roosevelt University and his Juris Doctor from Western Michigan University Thomas M. Cooley Law School in 2017, graduating Magna Cum Laude. While in law school Clinton served as a Senior Resource Editor on the Cooley Law Review and gained valuable experience interning with a local Grand Rapids law firm, as well as the Kent County Prosecutor's Office.



After graduating law school, and before joining Bloom Sluggett, Clinton worked as an associate attorney for a local Grand Rapids law firm focusing on criminal defense, personal injury, and family law. Clinton then moved on to work as an assistant prosecuting attorney with the Muskegon County Prosecutor's office and then with the Ottawa County Prosecutor's office. During his time as an assistant prosecuting attorney, Clinton managed and tried all levels of cases including misdemeanors, felonies, juvenile offenses, and abuse/neglect cases.

Clinton is DRE certified having completed the Drug Recognition Expert (DRE) training program, which is designed to provide law enforcement officers with the knowledge and skills necessary to identify, evaluate, document, and prosecute drugged drivers.

Practice Areas: Municipal and public sector law, prosecution, and code enforcement.

Bar Admission: State of Michigan (2017) (P82073)

## **ATTORNEY ASHLEIGH RUSSETT**

Ashleigh Russett earned her Juris Doctor degree in 2017 from the Michigan State University College of Law, where she served as an editor on the International Law Review and published a student note on human trafficking legislation. Her passion for small government began during her undergraduate education at Central Michigan University, where she obtained a Bachelor of Science in political science and French. During law school, she worked as a legislative aide at the Michigan House of Representatives, where she collaborated with local governments and interest groups to support the concerns of their constituents.



After graduating law school, Ashleigh began her career as a litigator at a large firm in Grand Rapids practicing insurance defense and subrogation. She garnered extensive experience in litigation at the district, circuit, and federal district court levels in matters ranging from products liability actions to multi-million-dollar construction losses. In this role, she worked closely with fire investigators, engineers, and other experts to investigate liability for fires and other property losses, which included overseeing large fire scenes and laboratory examinations. Her experience makes her well equipped to handle a variety of municipal law cases, including prosecution, ordinance enforcement, and other civil matters.

Ashleigh currently serves on the Awards Committee of the Grand Rapids Bar Association and as a 17th Circuit Representative on the Representative Assembly for the State Bar of Michigan. She is a frequent volunteer with Legal Aid of Western Michigan and has handled many pro bono cases through their office. She previously served as a CASA (court-appointed special advocate) for foster children in Kent County (2021-2023) and as President of the Young Lawyers Section of the Grand Rapids Bar (2023).

**Practice Areas:** Municipal and public sector law, prosecution, code enforcement, and litigation.

**Bar Admission:** State of Michigan (2017) (P82174)

## ATTORNEY JEFF SLUGGETT

A graduate of the University of Oregon Law School (1986), Jeff has over 30 years' experience in the legal field. His practice is devoted to public sector legal work. He has extensive experience in a wide range of municipal legal issues and represents over 20 communities and public authorities as general counsel. The longstanding relationship that Jeff enjoys with many of his clients is the aspect of his practice that he most values.



Clients, other municipal counsel, and municipal administrators and officers often look upon Jeff to participate in various speaking engagements regarding municipal legal topics. He is also a contributor to *Michigan Municipal Law*, published by the Institute for Continuing Legal Education of the State Bar of Michigan and has published in other venues on numerous occasions.

In addition to being a 12-time recipient of the Michigan Super Lawyers rating in the area of public sector law, Jeff has also received the highest designation of AV Preeminent by Martindale Hubbell for over 20 years and was selected in 2010 as a Distinguished Michigan Attorney of the Year by the Michigan Association of Municipal Attorneys upon the recommendation of his clients. Since 2017 he has been selected for inclusion in *The Best Lawyers in America* for his practice in the area of municipal law. Jeff was also chosen as “Lawyer of the Year” in 2019 by *Best Lawyers* for his work in the public sector. A former chairperson of the Government Law Section of the State Bar of Michigan (2007-2008), Jeff continues to actively serve on that body. In addition, he is a member of the State Bar of Michigan and the Michigan Association of Municipal Attorneys.

Aside from his professional legal work, Jeff is engaged in various civic organizations. Jeff lives in the Grand Rapids area.

Practice Areas: General municipal law including zoning, planning, annexation and 425 agreements, elections, Freedom of Information Act, Open Meeting Act, tax increment financing, special assessments, charter amendments, code and ordinance drafting, real estate, and public contracts.

Bar Admission: State of Michigan (1986) (P39440)

## **DEDICATION TO QUALITY SERVICE**

BSPC's specialized focus allows us to limit potential conflicts of interest. One of the important traits that differentiates BSPC from other firms is that BSPC does not (with rare exception) represent private clients against **any** municipality. We do this because we are, first and foremost, a municipal law firm dedicated to providing the highest quality services to our municipal clients. We also do this to avoid the potential of establishing adverse precedent that may harm the interests of Michigan municipalities.

Another part of our "DNA" is that we strive to remain conscious of our role as a legal consultant to our clients, and not a type of policy maker. Our job, as we view it, is to serve the elected and other officials who are the policy makers for the community.

## **ACCESSIBILITY AND RESPONSIVENESS**

BSPC successfully represents municipalities across the State of Michigan, and we are confident that our commitment to providing excellent legal services at a reasonable cost will allow us to effectively handle the City's legal needs. Our skilled attorneys are passionate about helping municipalities provide quality services for their residents, and BSPC will make every effort to be readily available to the City – day or night. We especially pride ourselves on our timely responsiveness to the needs of our clients.

BSPC operates as a collaborative legal environment, tapping into the various skill sets and experiences of our attorneys. As noted earlier, Jeff Sluggett will serve as the City's principal point of contact. But, when it comes to providing Ordinance Enforcement legal services, BSPC will primarily utilize Clinton Rosekopf and Ashleigh Russett.

## PROPOSED FEE STRUCTURE

Our current hourly rates for ordinance enforcement legal services are as follows:

Ordinance Enforcement/Prosecution Work	\$195
Paralegals	\$100

\*Of note: Shareholders and senior attorneys would be billed at a higher rate

The hourly rates quoted above include all salary and compensation, overhead expenses, computer research, and other employee costs including, but not limited to, clerical and word-processing expenses. Time is calculated in tenths of hours and block billed.

These rates do not include costs and fees incurred for the service of legal documents (e.g., subpoenas) or for outside services (e.g., transcript preparation), which are itemized and billed to the City at the actual amount incurred, using the most cost-effective services or methods. Additionally, except as noted below, BSPC would bill the City for expenses incurred on its behalf such as photocopying (actual beyond a set number of copies), hand delivery and courier services, and filing, record, certification, and registration fees charged by the court or by governmental agencies (where applicable) among others. No administrative or similar fee or charge would be added to these costs.

Under our proposal, BSPC would not bill the City for mileage to/from the City or Court. Additionally, BSPC will work with the City to keep costs down by utilizing virtual meeting options (e.g., Zoom or Microsoft Teams) when desired.

In circumstances where substantial costs are involved (e.g., consultant fees, surveyor fees, appraiser fees), BSPC may request that the City pay third parties directly. Costs are generally included in monthly invoices. BSPC is cost conscious consistent with good practice.

## CONCLUSION

The City of East Grand Rapids is recognized to be a close-knit community dedicated to its businesses and citizens. It would be our privilege to serve as its legal counsel for Ordinance Enforcement services. BSPC stands uniquely equipped to offer the City the same unwavering commitment to high-quality, efficient, and cost-effective representation that we have consistently provided to numerous municipalities across Michigan. We eagerly look forward to the prospect of meeting with City officials, whether to address any remaining questions or to explore the City's needs in greater detail. Your trust in our expertise is a responsibility we hold in high regard.

For more information or for questions, please feel free to contact:

Jeff Sluggett  
Direct Dial: (616) 965-9341  
Direct Fax: (616) 965-9350  
Email: [jeff@bloomsluggett.com](mailto:jeff@bloomsluggett.com)

Visit our website and blog at [www.bloomsluggett.com](http://www.bloomsluggett.com)

LAW OFFICE OF  
**CRYSTALMORGAN**

May 6, 2024

Mr. John M. Huff  
Varnum LLP  
333 Bridge St. NW, Suite 1700  
Grand Rapids, MI 49504

**Re: City of East Grand Rapids; Ordinance Prosecution**

Dear John:

Thank you for contacting the Law Firm of Crystal Morgan, PLLC (“Firm”) to discuss the possibility of the Firm providing municipal ordinance prosecution services to the City of East Grand Rapids (“City”). As you may be aware, I have served as the City of Walker Prosecuting Attorney since 2013. I also currently provide prosecutorial services to Georgetown Charter Township, Spring Lake Township, the Village of Spring Lake, and the Village of Decatur, and have represented several other municipal clients over my 19-year career.

My current hourly rate for municipal ordinance prosecution is \$195/hour. However, my Firm has agreements with certain municipalities to provide services at a lower or monthly rate based on the amount and regularity of work performed and other relevant factors.

I would be honored to have the City consider my Firm when shifting prosecutorial services. The exact terms of the proposal would depend on the scope of services requested and would be subject to approval of a contract by the City and the Firm. However, I can anticipate the Firm would propose a fee of \$175/hour, inclusive of all attorney time, supplies, postage, copies, legal research database subscriptions, insurances, file storage and shredding, and other expenses. The Firm would not charge an hourly fee for any travel time related to City ordinance enforcement but based on our preliminary discussion I would propose a 1-hour minimum for in-person court appearances, and the IRS-standard mileage rate for travel.

The proposed rate represents a significant discount from my standard hourly rate and the average rates documented in the State Bar of Michigan’s 2023 *Economics of Law Practice in Michigan: 2023 Attorney Income and Billing Rate Summary Report*, which reports:

- That the mean hourly billing rate for an attorney in Western Michigan is \$323 per hour, with the 25th percentile rate being \$275 per hour;
- That the mean hourly rate for an attorney with 16-25 years in practice is \$337 per hour, with the 25th percentile rate being \$250 per hour;
- That the mean hourly billing rate for municipal law attorneys was \$217 per hour, with the 25th percentile rate being \$165 per hour.

Mr. John Huff  
May 6, 2024  
Page 2 of 2

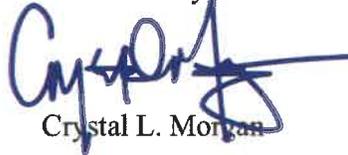
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If the Firm was retained to provide prosecutorial services for the City, I think it would be reasonable after, say, six (6) months to visit whether a monthly fee agreement providing an all-inclusive flat fee for prosecutorial services would be beneficial to the parties.

Finally, it is my understanding that the City's pretrial conferences are held every third Friday. My current schedule can accommodate that court schedule if in-person appearances are required. However, I would like clarification on whether a specific day of the week has been designated for trials or hearings, as I have standing commitments in other courts and would like to avoid an unworkable scheduling conflict. I also cannot guarantee that every third Friday will remain open on my calendar. So if the City wishes to move forward, the sooner we can discuss and memorialize the commitment the better.

If you have questions or wish to discuss, or if you need additional information, please call me at (616) 607-2800 or send me an email. Thank you and I look forward to hearing from you.

Sincerely,



Crystal L. Morgan

*Sent via email only*



CITY OF  
EAST GRAND RAPIDS

10

750 LAKESIDE DRIVE SE • EAST GRAND RAPIDS, MICHIGAN 49506  
(616) 949-2110 www.eastgr.org

DEREK MELVILLE  
PARKS & RECREATION DIRECTOR

**MEMORANDUM**

TO: Shea Charles, City Manager  
FROM: Derek Melville, Parks and Recreation Director  
DATE: July 9, 2024

RE: Consumers Energy- Manhattan Park Electrical Service Permanent Easement Approval Request

Action Requested: That the City Commission approve a permanent easement for Consumers Energy Company at Manhattan Park for the improvements associated with the Manhattan Park improvement project which provides authorization for installation access during construction and permanent electric utility easement access for future maintenance needs of the installed electric utility lines.

Background: The scheduled improvements to Manhattan Park include a new restroom facility and splash pad on the west portion of the site, both of which have electrical service needs. In order to meet the current and future electric utility needs for Manhattan Park, City Staff, Viridis Design Group Staff Consultants and Consumers Energy staff met on site to discuss electrical load requirements of the new amenities, which exceed existing infrastructure capacity.

As a result of the review and design by Consumers Energy Company and Viridis Design Group, a new electrical service line needs to be run from an existing utility pole along Manhattan Road into the park. The electrical service will be installed underground and will be connected to a transformer, and underground lines will be run to the restroom facility. Consumers Energy Company is prepared to coordinate their service upgrade alongside construction activities for the park.

Approval of the temporary construction access and permanent easement will provide permission to Consumers Energy Company to enter the site to perform the installation and necessary future maintenance of the service including future maintenance and inspection of the service line. Additionally, the City is limited on future tree planting or construction of anything in this easement area without written permission from Consumers Real Estate Department, which does not impact any plans for the park renovation.

**REVIEWED & APPROVED FOR SUBMISSION:**

Shea Charles  
City Manager

## **EASEMENT FOR ELECTRIC FACILITIES**

SAP# 1069949209  
Design# 11648872  
Agreement# MI00000078223

THE CITY OF EAST GRAND RAPIDS, a municipal corporation, whose address is 750 Lakeside Drive SE, Grand Rapids, Michigan 49506 (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the City of East Grand Rapids, County of Kent, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a line or lines of electric facilities in, on, over, under, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any pole structures, poles, or any combination of same, wires, cables, conduits, crossarms, braces, guys, anchors, transformers, electric control circuits and devices, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, associated fixtures, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing electricity.

Additional Work Space: In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said lines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

Access: Consumers shall have the right to unimpaired access to said line or lines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, or other vegetation located outside of the Easement Area which are of such a height or are of such a species whose mature height that in falling directly to the ground could come into contact with or land directly above Consumers' facilities.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by Consumers Real Estate Department allowing said alteration.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This Easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This Easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Date: \_\_\_\_\_

Owner: THE CITY OF EAST GRAND RAPIDS, a municipal corporation

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Print Name

Its: \_\_\_\_\_  
Print Title

Acknowledgment

The foregoing instrument was acknowledged before me in \_\_\_\_\_ County, \_\_\_\_\_,  
on \_\_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of  
Date Name Title

The City of East Grand Rapids, a municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

\_\_\_\_\_ County, \_\_\_\_\_

Acting in \_\_\_\_\_ County

My Commission expires: \_\_\_\_\_

**PROPERTY OWNERS MAIL  
SIGNED EASEMENT TO:**  
Zachary Norwood  
Consumers Energy Company  
700 East Sternberg Road  
Muskegon, MI 49441  
ROW Manager: Adam Hillman

**Prepared By:**  
Mark Proffer, 6/18/2024  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201

**REGISTER OF DEEDS OFFICE USE  
ONLY**  
Return recorded instrument to:  
Carrie J. Main, EP7-464  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201

EXHIBIT A

Owner's Land

Land situated in the City of East Grand Rapids, County of Kent, State of Michigan:

All that part of the Northeast fractional 1/4 of Section 34, Town 7 North, Range 11 West, lying East of the North and South 1/8 line and North of Reeds Lake Boulevard.

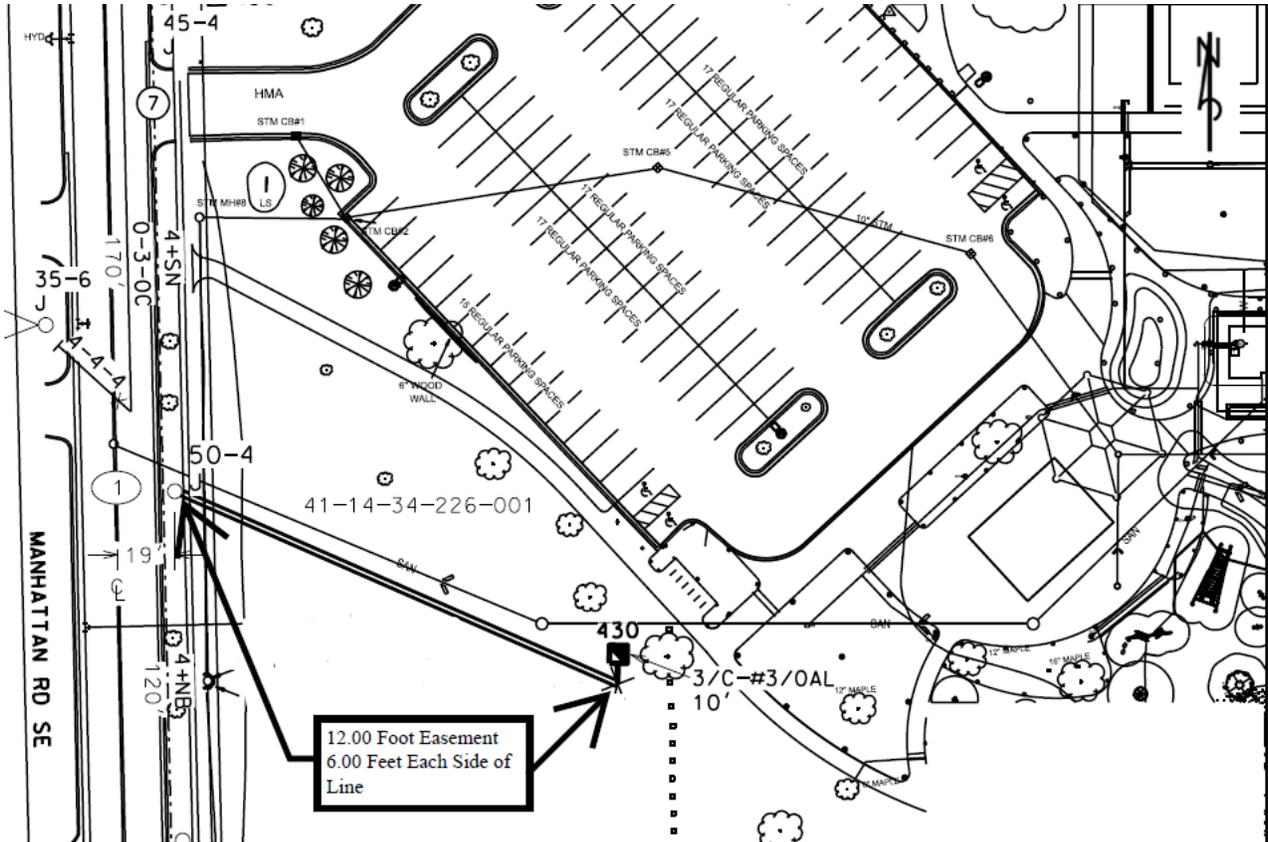
Also known as: 430 Manhattan Road SE, East Grand Rapids, Michigan 49506

Parcel ID: 41-14-34-226-001

EXHIBIT B

Easement Area

A 12.00-foot-wide strip of land, being 6.00 feet on each side of the facilities of the line constructed on Owner's Land, the facilities to be located approximately as shown in the attached drawing.





Count on Us

A CMS Energy Company

**CEM Support Center**

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., Lansing, MI 48906-4754

June 29, 2024

NOTIFICATION #'s:

ELECTRIC SERVICE: 1070656211  
ELECTRIC OH DISTRIBUTION: 1069949209

CITY OF EAST GRAND RAPIDS  
750 LAKESIDE DR SE  
GRAND RAPIDS, MI 49506-3029

REFERENCE: 430 MANHATTAN RD SE, GRAND RAPIDS

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

A copy of our proposed design drawings are enclosed.

The estimated cost for your energy request is as follows:

Refundable Agreement for Installation of Electric Facilities:	\$	13,500.00
Non Refundable Agreement for Installation of Electric Facilities:		
Overhead Electric Service		
Underground Electric Service:	\$	65.00
Excess Footage Charge:		
Temporary Electric Service:		
Winter Construction Costs:	\$	-
Additional Costs (See Invoice):		
<b>Total Estimated Cost</b>	<b>\$</b>	<b>13,565.00</b>
Less Prepayment Received:	\$	-
<b>Total Estimated Cost Due:</b>	<b>\$</b>	<b>13,565.00</b>

Costs may also result from practical difficulties encountered during construction and additional payment may be required if:

- Work presently designed is done outside normal business hours.
- Change to the location of the service entrance.
- Changes to the design or route.
- Other construction delays.

Enclosed is a copy of the Agreement for Installation or Modification of Electric Facilities and invoice that is valid for 60 days from the date of this letter and is subject to change thereafter. This cost estimate includes only work required for Consumers Energy and does not reflect any work or costs that may be required by other parties, including other utilities. Please review and sign the Agreement for Installation of Electric Facilities and return in the envelope provided or email to: POBoxCEServiceRequest@cmsenergy.com. You will receive a copy of the agreement after it is signed and dated by a Consumers Energy company representative. Once we receive your payment and any required easements, contracts, permits or inspections we can proceed with your request. Payment in full is required before the installation will be scheduled for construction.

**CONTACT OUR SECURE CREDIT/DEBIT CARD PAYMENT CENTER @ 1-866-329-9593 TO PAY "FEE FREE" WITH YOUR VISA OR MASTERCARD OR MAKE A PAYMENT ONLINE AT: www.consumersenergy.com AND CLICK "MAKE PAYMENT" TO USE THE GUEST PAY FEATURE.**

Please review all attached materials carefully and direct inquiries for your request to:

Chance Nesloney at 616-268-6318



A CMS Energy Company

Dear New Electric Customer:

Thank you for your request for electric service. In order to expedite your request and meet your schedule, we have developed the following list of items requiring action by you (Customer Responsibilities). These requirements must be met before we can install your service.

**CUSTOMER RESPONSIBILITIES**

- 1) Service Location: A copy of our design document may be included in your customer packet. If included, your service entrance equipment should be located at the spot indicated by an "X" as shown on the design document (Form 2804). Install the meter socket 3½ - 5 feet above final grade of this location.
- 2) Meter Socket: Residential metering equipment furnished free of charge, owned and maintained by Consumers Energy includes: meters and one or two position self-contained meter sockets. Contact the company representative assigned to your notification for locations to pick-up the meter socket. For metering installations that require a three or more position self-contained meter socket, the customer will be required to purchase approved meter sockets from a distributor or supplier of their choice.
- 3) Payment: An invoice may be included in your customer packet. If included, the deposit amount on the invoice must be paid prior to installation of your service. Additional charges may apply and will be billed/or a refund issued upon completion of your service installation.
- 4) Site Conditions: The site must be within three (3) inches of final grade before we can install your service. If you have requested an underground service, you will need to clear a 12-foot wide path that is free of building materials, brush, trees, shrubs, etc, along the proposed service route to avoid delays. Our Forestry Department can provide this service for you at an additional charge. For overhead service, nominal line clearing will be provided at no charge. Any extensive line clearing may require additional charges. After your service is installed, we will backfill and place excavated earth over the trench. You are responsible for the final restoration and ensuring that the grading over the trench is at the required level.
- 5) Staking: To avoid damage, you must mark (stake) your existing private underground facilities such as: well, septic systems, sprinkler system, any underground wires, buried LPG tanks, piping, or other unusual buried facilities. These stakes must be apparent when we arrive to install the service. We cannot reimburse you for damage to facilities that are not properly staked. You do not need to stake the utilities' electric, gas or communication lines.
- 6) Mobile Home or Temporary Service: If you requested service to a mobile home or temporary electric service, you will be required to set your own pole or install a pipe for underground service in accordance with Consumers Energy specifications. Contact the Consumers Energy representative assigned to your notification for additional information.
- 7) Construction Repair: If additional line work is required to reach your location due to site conditions or other unusual circumstances, extra charges may be incurred.
- 8) **ELECTRICAL INSPECTION: YOU ARE RESPONSIBLE FOR ENSURING THAT ALL ELECTRICAL PERMITS AND INSPECTIONS ARE OBTAINED BEFORE ANY SERVICE CONNECTIONS CAN BE MADE. WIRINGS MUST COMPLY WITH LOCAL AND STATE ELECTRICAL CODES. NOTE: CAUTION SHOULD BE USED WHEN WORKING INSIDE FUSE PANEL. PANEL MAY BE ENERGIZED AFTER SERVICE IS**
- 9) Additional Charges: Underground services installed during the months of December through April may be subject to an additional charge. Unusual site conditions may also require an additional charge. These charges will be communicated to you in advance of construction.
- 10) Joint Trenching: Discounts for installation of electric and gas service in the same trench (joint trench) are applied in calculating the gas service contribution.
- 11) Usage Rate: Customers are billed at a general service rate while the structure is under construction. If the structure is a home, then the owner of the home, upon receiving a Certificate of Occupancy, should call 1-800-477-5050 to ensure the gas and/or electric rates are changed to an appropriate rate.

Please keep these procedures in a convenient location to review as we proceed with designing your service and constructing the job. If any of the characteristics of the service request are changed and not communicated to us, you may experience delays and/or additional charges.

If you have any questions regarding these requirements please direct inquiries to:

Chance Nesloney at 616-268-6318

## Customer Site Readiness Photo Instructions Electric Overhead and Underground Service



Before Consumers Energy can install your service, your site must pass the Company's site readiness check. To prepare for this milestone, you must return a signed and completed **GO-READY Checklist** (attached to your invoice) along with site readiness photos.

Submit the checklist and photos to email address: <mailto:poboxservicerequest@cmsenergy.com> or to your assigned project coordinator. In the subject line, include the site address and the Consumers Energy assigned notification number.

**Site readiness photo submission is a regulatory requirement. When submitting, follow the requirements in this document.**

---

### Requirements for Site Readiness

For electric metering requirements, refer to [Electric Service and Metering Information and Requirements, Section 10-12](#).

#### New Business Electric Service

- Meter socket inspection and approval is required. Acceptable approval methods are a sticker on the meter socket, or an email or verbal approval from your inspector.
- Electrical metering equipment shall not be adjacent to gas pipes or closer than 3 feet to a gas meter and/or fuel source.
- If there are multiple meters, the meter sockets must be labeled with the address or unit number using address stickers or Consumers Energy aluminum meter tags.
- Site must be (at a minimum) to rough grade. Meter must be installed 3 feet 6 inches to 5 feet above final grade.
- Permanent services must be installed securely on the residence and temporary power will be removed.
- The customer shall furnish suitable support for CE service drop attachment and in no case will CE be responsible for the damage to any building or structure to which a service drop attachment is made.
- Meter location must maintain 5 feet of horizontal and 3 feet of vertical clearance to decks, fire escapes, or other similar installations.
- Meter and mast location must maintain 3 feet of clearance to windows in any direction for overhead electric service.
- Meter base is to be securely installed at a Consumers Energy approved location on the customer's premise.
- A 12-foot-wide clear proposed service pathway is required from the meter location to the source for direct-buried underground service. If a 12-foot clearance is not possible due to lot size/constraints, identify the maximum width of the clear path and discuss alternate installation methods with your Project Coordinator.
- Customer supplied pedestal must be installed for mobile homes, basement homes and well houses. Pedestal must conform to CE requirements. Contact your Project Coordinator for Consumers Energy's electric meter pedestal requirements.
- Multi-meter/brackets are not to be mounted on customers' switchboards, cubicles, or metal frames without obtaining the Company's approval.
- Meters and customer service equipment for two or more customers occupying apartments or offices in the same building are to be grouped in one location.
- Meters and customer service equipment for two or more customers occupying apartments or offices in the same building are to be grouped in one location.
- The service equipment must be readily accessible and shall not be located in areas where the only entrance is through a trap door, by ladder, or in any location difficult to enter in an emergency, nor in wet, dirty, or cramped areas.
- The customer shall install the metering equipment and pedestal to meet the minimum clearance requirements below unless Consumers Energy requires a greater clearance.
  - 3 feet minimum around the metering pedestal.
  - 5 feet minimum in front of the metering equipment.
- Private utilities must be marked.

#### Electric Meter/Service Relocate

##### Follow the requirements for New Business.

- Meter will not be installed in a new location unless the customer's meter socket is visible in submitted photos. Otherwise, if the Project Coordinator releases the work to be completed by our distribution crews, then only the new service line will be installed.
  - The customer will be without a meter and electric supply to their property until the customer's meter socket is installed and the Project Coordinator is notified of the installation.
- If the meter is not being relocated or coordination is for the same day, communication to be facilitated with Project Coordinator.

### Electric Meter Upgrade

- Meter location to show current meter/meter bracket.
- Photo must be taken at least 5 feet back to show a clear view of the meter location from ground to meter or overhead service to meter depending on the type of service installed at said location.
- If the service wire needs to be upgraded, a 12-foot-wide clear proposed service pathway is required from the meter location to the source for direct-buried underground service. If a 12-foot clearance is not possible due to lot size/constraints, identify the maximum width of the clear path and discuss alternate installation methods with your Project Coordinator.

### Electric Meter Set

#### Follow the requirements for Meter Upgrade.

- The customer must inform Consumers Energy specifically which meter(s) need(s) to be set for the initial request.
- Customer supplied pedestal must be installed for mobile homes, basement homes and well houses. Pedestal must conform to CE requirements. Contact your Project Coordinator for Consumers Energy's electric meter pedestal requirements.
- Multi-meter/brackets are not to be mounted on customer's switchboards, cubicles, or metal frames without obtaining the Company's approval.
  - All newly constructed private families (i.e., single-family homes) and multifamily (i.e. apartments) shall have separately metered households.
  - Multiple meters, the meter socket must be labeled with the address or unit number.
  - The meter bank area is clear of debris.

### Retire/Renew Electric Service

#### Follow the requirements for New Business.

- The meter area and service path must be clear of debris to retire the service. Crews must be able to access the service/meter.

### Temporary Electric Service

#### Follow the requirements for New Business.

- See requirements in [Electric Service and Metering Information and Requirements](#), Section 10-4-3, Temporary Service.

## Photo Instructions – Electric

Site readiness photo submission is a regulatory requirement.



Rough grade.



Clear pathway from meter location to street.



Private utilities marked or flagged.



Meter location marked.



Meter installed 3 feet 6 inches to 5 feet above final grade.



Multiple meter labelling. Meters must be labelled with address or unit number.



Approved overhead service, meter set only.



Approved overhead permanent service and clear path.



Approved overhead temporary service and a clear path.



Meter socket inspection sticker.

<b>PLEASE RETURN THE CHECKED DOCUMENTS BELOW TO CONSUMERS ENERGY IN THE ENVELOPE PROVIDED</b>	
<b>TO EXPEDITE SERVICE, RETURN VIA EMAIL TO:</b> <a href="mailto:POBoxCEServiceRequest@cmsenergy.com">POBoxCEServiceRequest@cmsenergy.com</a>	
<input checked="" type="checkbox"/>	AGREEMENT FOR INSTALLATION (Please return all pages of contracts) (Form 93, Form 94 and Form 95 - 2 Page Document Each) (Form 861, Form 862 and Form 230 - 4 Page Document Each)
<input checked="" type="checkbox"/>	PAYMENT WITH INVOICE STUB (BOTTOM STUB IS REQUIRED FOR PROCESSING)
<input type="checkbox"/>	REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE
<input type="checkbox"/>	STANDARD LIGHTING CONTRACT (MUST BE CERTIFIED BY CLERK) EMAIL STREETLIGHT CONTRACTS TO: <a href="mailto:street_lighting@cmsenergy.com">street_lighting@cmsenergy.com</a>
<input type="checkbox"/>	SIGNED CUSTOMER ATTACHMENT PROGRAM (CAP) CONTRACT (PLEASE ENSURE TO CHECK PAYMENT OPTION ON CONTRACT)
<input checked="" type="checkbox"/>	GO READY FORM (FORM 1250) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: <a href="mailto:POBoxCEServiceRequest@cmsenergy.com">POBoxCEServiceRequest@cmsenergy.com</a>
<input checked="" type="checkbox"/>	SITE READY PHOTO(S) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: <a href="mailto:POBoxCEServiceRequest@cmsenergy.com">POBoxCEServiceRequest@cmsenergy.com</a>
<input type="checkbox"/>	OTHER:
ELECTRIC SERVICE NOTIFICATION:	1070656211
GAS SERVICE NOTIFICATION:	
ELECTRIC OH DISTRIBUTION NOTIFICATION:	1069949209
ELECTRIC UG DISTRIBUTION NOTIFICATION:	
GAS MAIN NOTIFICATION:	
STREETLIGHT NOTIFICATION:	

# GO-READY Checklist Natural Gas & Electric Request



Thank you for contacting Consumers Energy for your energy needs. This form is required to schedule your service installation, retirement, or alteration. Consumers Energy will contact you one to two days before our scheduled arrival. If it is deemed that any of the requirements are not met upon our arrival, Consumers Energy reserves the right to reschedule your job.

Please return completed Checklist either (1) by E-mail: [poboxceservicerequest@cmsenergy.com](mailto:poboxceservicerequest@cmsenergy.com) (preferred) or (2) by Fax: 517-374-2424.

*If neither option is available, you can mail a completed application to: CEM Support Center, Rm. 122, 530 W Willow St, Lansing MI 48906-4754*

Notification #: 1070656211 1069949209

Service Address: 430 MANHATTAN RD SE, GRAND RAPIDS

Please check all requirements on the checklist below before returning this document. Providing accurate information upon completion when submitting your form helps assure construction execution upon crew arrival.

- |                                                                                                                                                                            | <u>YES</u>               | <u>N/A</u>               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 1. Has your payment been submitted to Consumers Energy?                                                                                                                    | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Has your gas meter location been clearly marked, and/or your electric meter socket properly installed at the agreed upon location (service installation or alteration)? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Has your electric meter been inspected and approved by the local city/township inspector?                                                                               | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is the site at rough grade?                                                                                                                                             | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Is a 12' wide path clear of debris and construction equipment?                                                                                                          | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Site Ready Photo. Include photo with Checklist.                                                                                                                         | <input type="checkbox"/> |                          |

Making Consumers Energy aware of any customer-owned, underground facilities present, by clearly identifying and indicating the facility location reduces the risk of damages. Locate or expose any privately owned underground facilities or buried obstructions including, but not limited to:

- |                                  | <u>YES</u>               | <u>N/A</u>               |                           | <u>YES</u>               | <u>N/A</u>               |
|----------------------------------|--------------------------|--------------------------|---------------------------|--------------------------|--------------------------|
| Septic tank (Existing or future) | <input type="checkbox"/> | <input type="checkbox"/> | Underground yard lighting | <input type="checkbox"/> | <input type="checkbox"/> |
| Drain field (Existing or future) | <input type="checkbox"/> | <input type="checkbox"/> | Sprinkler systems         | <input type="checkbox"/> | <input type="checkbox"/> |
| Well (Existing or future)        | <input type="checkbox"/> | <input type="checkbox"/> | Electronic dog fences     | <input type="checkbox"/> | <input type="checkbox"/> |

Other: \_\_\_\_\_

These facilities must be marked with stakes, spray paint, or flags. Consumers Energy and/or its agents will not be held responsible for damage that occurs to customer-owned underground facilities that are not properly located and marked before service installation.

After services are installed, excavation will be backfilled. Final restoration is your responsibility.

Thank you for your partnership!

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



CITY OF EAST GRAND RAPIDS  
750 LAKESIDE DR SE  
GRAND RAPIDS MI 49506-3029

**Amount Due: \$13,565.00**  
**Please pay by: July 13, 2024**

Invoice Number	9327030394
PO Number	
PO Date	
Bill Date	06/29/24

**Account: 3000 2223 1264**

430 MANHATTAN RD SE GRAND RAPIDS - ELECTRIC UTILITY INSTALLATION - NOTIFICATION NUMBER (s):  
1070656211 - 1069949209 -

### NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Electric Underground Srv General Srv	10.0 FT	\$6.50	\$65.00
Electric UnderGround Refundable Contract	1.0 EA	\$13,500.00	\$13,500.00
<b>TOTAL DUE:</b>			<b>\$13,565.00</b>

**See Page 2 for Payment Options.**

Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan

**INVOICE QUESTIONS - Contact: Chance Nesloney -616-268-6318 -**

Fold, detach and mail this stub with your check made payable to Consumers Energy. Please write your account number on your check.



CONSUMERS ENERGY  
CEM Support Ctr - Lansing RM 122  
530 W Willow St  
Lansing, MI 48906-4754

PREPAYMENT REQUEST

**Account: 3000 2223 1264**

**Amount Due: \$13,565.00**  
**Please pay by: July 13, 2024**  
**Enclosed:**

6 330036122659 000013565007 0000 2056 6 300022231264 H

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## Ways to pay your nonenergy bill:



**Same-day payment**  
ConsumersEnergy.com  
Discover® MasterCard®  
Visa® or eCheck



**Same-day payment**  
866-329-9593  
Discover® MasterCard®  
Visa® or eCheck



**By mail**  
Check, money order  
Consumers Energy  
Payment Center  
P.O. Box 740309  
Cincinnati, OH 45274-0309



**In person**  
Cash, check, card  
or money order  
Varies by authorized payment location  
Fee may apply



AGREEMENT FOR INSTALLATION OF ELECTRIC FACILITIES (REFUNDABLE)

PART I

Effective Date: 6/29/2024 Notification Number: 1069949209 (Drawing Attached, Exhibit A)

Company:

Customer:

CONSUMERS ENERGY COMPANY a Michigan Corporation

CITY OF EAST GRAND RAPIDS (Name)

530 W. Willow St

750 LAKESIDE DR SE (Street and Number)

Lansing, MI 48909-7662 (Address)

GRAND RAPIDS, MI 49506-3029 (City, State and Zip Code)

Attention: DOUGLAS LA FAVE

Service Location: 430 MANHATTAN RD SE GRAND RAPIDS

Township GRAND RAPIDS

County KENT

Town 07

Range 11

Section 34

Service Characteristics: Single Phase 120/240 Volt

Extension Type: Underground

Total Payment: \$ 13,500.00

(a) Part II, Terms and Conditions for Line Extension and (b) Computation of Electric Distribution System Line Extension Deposit and Contribution (Residential/General Service) are attached hereto and are a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID ATTACHMENTS.

CONSUMERS ENERGY COMPANY

CITY OF EAST GRAND RAPIDS (Customer)

By (Signature)

By (Signature)

(Print or Type Name)

(Print or Type Name)

(Date Signed)

(Date Signed)

Title

Title



**AGREEMENT FOR INSTALLATION  
OF ELECTRIC FACILITIES (REFUNDABLE)**

**TERMS AND CONDITIONS  
PART II**

1. The Company, subject to the provisions of this Agreement, shall furnish, install, own and maintain an electric line extension consisting of primary and secondary cables, transformers, power terminals, primary service connections and associated equipment and any other underground or overhead line extension facilities which are required in connection therewith, but not including secondary service connections, to make available alternating current, 60 hertz, electric service to Applicant's service location identified in Part I. If the line extension is to serve a residential subdivision, the Applicant shall record the plat of the subdivision in the office of the Register of Deeds in the County where the subdivision is located, if it is not already so recorded. The facilities included in the line extension and its approximate location, or in the case of a residential subdivision the location of the subdivision, are shown on the drawing attached as Exhibit A. If said line extension is to serve a residential subdivision, it shall be designed and installed so that the Company may serve streetlighting luminaries therefrom. The character and location of all streetlighting equipment, if installed by the Company, and all equipment constituting the line extension shall conform to specifications prepared by the Company. Streetlighting service is not covered by this Agreement and, if provided by the Company, shall be the subject of separate agreement between the Company and the governmental body requesting such service. The character and location of all equipment constituting the line extension shall conform to specifications prepared by the Company. Said line extension system shall be used for furnishing the Company's electric service to the Applicant and to such other persons along such line extension, or beyond the same, as may become customers of the Company; provided, however, that such line extension shall remain a separate, distinct unit for purposes of this Agreement and any further extension therefrom shall have no effect upon this Agreement. Further, secondary service connections between such line extension and any buildings or other facilities to be served therefrom are not covered by this Agreement and shall be the subject of separate agreements between the Company and parties requesting such service connections.

2. The Applicant shall pay to the Company, upon the execution hereof, the "Total Payment" as set forth in Part I and in the "Computation of Electric Distribution System Line Extension Deposit and Contribution" attached, after deducting the allowance for the investment under the Company's line extension policy. If an underground line extension is included under this Agreement, said "Total Payment" may include a nonrefundable contribution as stated in said "Computation of Electric Distribution System Line Extension Deposit and Contribution," computed in accordance with Rule C6.2 of the General Rules and Regulations included in the Company's Schedule of Rates Governing the Sale of Electric Service (Rate Schedule) as filed with the Michigan Public Service Commission. No portion of a nonrefundable contribution, nor of any other nonrefundable contribution required hereunder, shall be refunded (except as otherwise provided in Section 4, 5, 7 and 8 hereof) nor any interest paid thereon by the Company.

3. The Company will backfill and place excavated earth over any area of construction; the Customer is responsible for the final restoration of the construction area. In regard to any amount identified as "Line Extension Deposit Subject to Refund" in said "Computation of Electric Distribution System Line Extension Deposit and Contribution," the Company will refund to the Applicant in accordance with the attached "Schedule of Refunds." No refund shall be made in excess of said refundable amount and said amount shall bear no interest. Any portion of said amount remaining unrefunded at the expiration of the fifth 12 months' period next succeeding the month during which the line extension is completed, shall be retained by the Company.

4. If the underground electric line extension or any portion thereof is to be installed between December 15 and April 15, the Applicant shall pay the Company, prior to installation of said extension or portion thereof, an additional nonrefundable contribution (winter charge) per trench foot as stated in the "Computation of Electric Distribution System Line Extension Deposit and Contribution" for the portion of said line extension installed during said period. The Applicant will receive a credit for any part of said winter charge paid by other utilities for joint use of the trench or paid by the Applicant for installation, by the Company, of gas pipe in the same trench. No portion of said line extension will be installed between December 15 and April 15, unless the Applicant has paid such additional contribution. Further, a nonrefundable contribution in addition to that provided for herein may be required where, in the Company's judgment, practical difficulties (not considered in determining the nonrefundable contribution included herein) such as water conditions or rock near the surface are encountered during construction. If the Customer does not make the additional contribution within 15 days after written notice of the amount of the additional contribution, the Company may, at its option, refund all payments made to it hereunder by the Applicant, without interest, and with reasonable expenses incurred by the Company on account of this Agreement deducted therefrom, and this Agreement shall thereupon terminate.



**AGREEMENT FOR INSTALLATION  
OF ELECTRIC FACILITIES (REFUNDABLE)**

**TERMS AND CONDITIONS (CONT.)**

5. Prior to the installation of the line extension, and as a condition precedent thereto, the Applicant shall secure and deliver to the Company, at no expense to the Company, recordable easements, in form and substance satisfactory to the Company, granting all necessary rights of way for installation and maintenance of said line extension. If said line extension is to serve a residential subdivision, said easements shall include, but not by way of limitation, rights of way for streetlighting in the subdivision by means of underground facilities, notwithstanding that the Company does not undertake to provide streetlighting facilities and service as a part of this Agreement. If said easements are not secured and delivered to the Company within thirty (30) days after execution of this Agreement, the Company may, at its option, refund all payments made to it hereunder by the Applicant, without interest, and with reasonable expenses incurred by the Company on account of this Agreement deducted therefrom, and this Agreement shall thereupon terminate.

6. For any underground facilities included in the line extension, the Applicant shall provide, at no expense to the Company, rough grading (not more than three inches below finished grade) so that the underground facilities can be properly installed in relation to the finished grade level. If said line extension is to serve a residential subdivision, after rough grading, the Applicant shall install and maintain, at no expense to the Company, permanent survey stakes indicating all property lines in the subdivision. Applicant shall maintain the average ground elevation within six feet of any cable, conduit, wire, conductor or other underground facility thereafter at a level not to exceed twelve inches above or three inches below the grade level established at the time of installation of said underground facilities. Further, Applicant shall maintain the ground surface elevation in an area four feet wide around any transformer pad, subsurface transformer, junction vault or other support at an elevation of not less than three inches and not more than six inches below the base of any transformer mounted on a pad or other support and not more than six inches below the top of any subsurface transformer or junction vault; provided, however, that changes in the ground surface elevation in excess of the limits herein prescribed may be permitted upon written consent of the Company.

7. Upon execution of this Agreement and compliance in full by the Applicant with all conditions to be performed by him as contained herein and in the Rate Schedule, the Company, subject to weather, labor disputes, availability of necessary materials, and any other cause beyond the reasonable control of the Company, shall construct such line extension. Notwithstanding the foregoing, if, in the sole judgment of the Company, it does not appear that all of the customers (or their equivalent) upon which the "Free Footage Allowances" and/or the "Company's Share of Cost" (as the case may be) is based, as stated in said "Computation of Line Extension Deposit and Contribution," will in fact require and be prepared to receive electric service upon completion of such line extension, the Company may, upon notice thereof to the Customer, postpone construction of said extension until such time as, in the sole judgment of the Company, permanent customers requiring such quantity of electricity will require and be prepared to receive electric service. In the event of such postponement by the Company the Applicant may, upon notice thereof to the Company, cancel this Agreement at any time prior to the commencement of installation of said line extension by the Company. If prior to the end of any such postponement by the Company, the "Line Extension Deposit Subject to Refund" required for installation of such line extension increases or decreases due to changes in the estimated cost, the Company may, prior to construction of such line extension, require the Applicant to (1) execute an amendment to this Agreement reflecting said changes in cost and (2) pay such additional cost. If the Applicant fails to execute such amendment and pay such additional costs within thirty (30) days after presentation of such amendment to the Applicant, or if any such postponement of construction continues for more than twelve months, the Company may, upon notice thereof to the Applicant, cancel this Agreement. In the event of such cancellation either by the Applicant or by the Company as aforesaid, the Company shall refund all payments made to it hereunder by the Applicant, without interest.

8. If at any time more than sixty (60) days after the effective date of this Agreement and prior to commencement of installation of said line extension by the Company the "Line Extension Deposit Subject to Refund" and/or nonrefundable contribution(s) required for installation of such line extension increase or decrease due to changes in the Rate Schedule, the Applicant will be required, prior to installation of such line extension, to (1) execute an amendment to this Agreement reflecting said changes, and (2) pay any additional amounts required by the Company as a result of said changes. If the Applicant fails to execute such amendment and pay such additional amounts, if any, within thirty (30) days after presentation of such amendment to the Applicant the Company may, upon notice to the Applicant, cancel this Agreement. In the event of such cancellation by the Company as aforesaid, the Company shall refund all payments made to it hereunder by the Applicant, without interest.



**AGREEMENT FOR INSTALLATION  
OF ELECTRIC FACILITIES (REFUNDABLE)**

**TERMS AND CONDITIONS (CONT.)**

9. The Applicant shall have no ownership in said line extension by reason of any payment made hereunder. This Agreement and the installation and operation of said line extension shall be subject to the Rate Schedule as may be applicable including Rule C6.1, "Overhead Extension Policy," and C6.2, "Underground Policy," copies of which will be furnished to the Applicant upon his request. This Agreement and the benefits and obligations thereof may be transferred by the Applicant only upon the Company's prior written consent. Any other attempted transfer by Applicant shall be void.

10. All notices require hereunder shall be in writing and shall be sent by United States mail or delivered in person to the parties at their respective addresses as set forth in Part I. Either party may at any time change the addressee or address to which notices to it are to be mailed or delivered by giving notice of such change to the other party.

11. With respect to the subject matter hereof, this Agreement supersedes all previous representations, negotiations, understandings or agreements, either written or oral, between the parties hereto or their representatives, and constitutes the entire agreement of the parties.

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

13. Additional Items

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**COMPUTATION OF ELECTRIC  
DISTRIBUTION SYSTEM LINE EXTENSION  
DEPOSIT AND CONTRIBUTIONS  
(GENERAL SERVICE)**

Attachment to Agreement  
Dated 6/29/2024  
between Consumers Energy Company  
and CITY OF EAST GRAND RAPIDS

Estimated cost (not including applicable "Nonrefundable Contribution" (below) .....	\$ 18,228.25
Company's Share of Cost : Three times estimated increase in annual revenue of	
<u>\$1,576.00</u> ( <u>\$1,576.00</u> total estimated annual revenue	
from permanent customers minus <u>\$0.00</u> present annual revenue	
from permanent customers) for permanent customers to be immediately served when	
the extension is completed .....	\$ (4,728.00)
<b>TOTAL LINE EXTENSION DEPOSIT SUBJECT TO REFUND .....</b>	<b>\$ 13,500.00</b>
NONREFUNDABLE CONTRIBUTION:	
1. Nonrefundable contribution for additional cost for alternate route due to Applicant not securing easements, right of way and tree-trimming permits, and items requested or made necessary by the Applicant. ....	+ \$
2. Nonrefundable contribution for winter construction .....	+ \$
<b>TOTAL NONREFUNDABLE CONTRIBUTION .....</b>	<b>\$</b>
<b>TOTAL PAYMENT .....</b>	<b>\$ 13,500.00</b>

**SCHEDULE OF REFUNDS**

1. Original Customers

At the end of each of the five 12-month periods during the five-year period beginning three months following the date the line extension is completed, the Company will refund to the Applicant three times the amount that actual revenue from original permanent customers exceeds the base annual revenue. The 'base annual revenue' equals the total estimated annual revenue from permanent customers stated above; provided that if for any 12-month refund period the actual revenue upon which the refund is based exceeds the base annual revenue. Said actual 12-month revenue will be the base annual revenue for calculations of future refunds. Total refund(s) shall not exceed the amount of the original deposit subject to refund.

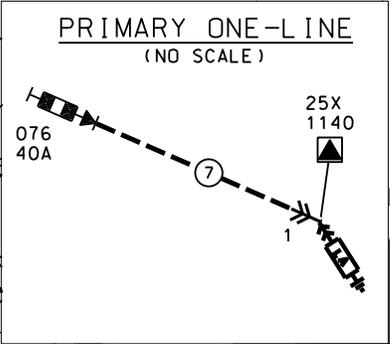
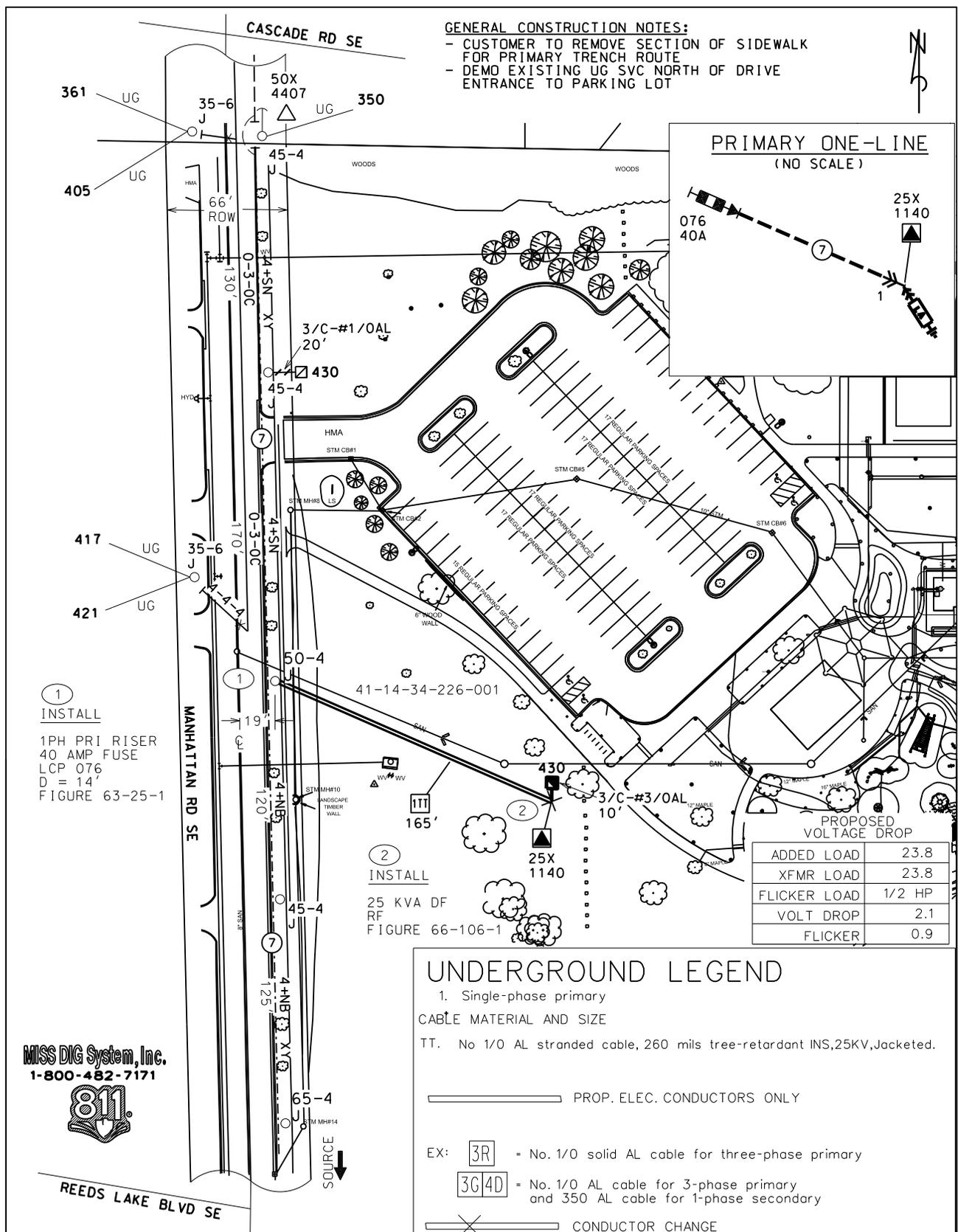
2. Additional Connected Customers

The Company will refund \$1,000 for each permanent residential customer and/or three times the first year's estimated annual revenue for each permanent general service customer who during the five-year refund period connects directly to the line extension covered by this Agreement. Directly connected customers are those who do not require the construction of more than 300 feet of primary and/or secondary distribution line. Refunds will not be made until the original customer(s) or equivalent is actually connected to the extension. Refund will not include any amount of Nonrefundable contribution. Total refund(s) shall not exceed the amount of the original deposit subject to refund.



**GENERAL CONSTRUCTION NOTES:**

- CUSTOMER TO REMOVE SECTION OF SIDEWALK FOR PRIMARY TRENCH ROUTE
- DEMO EXISTING UG SVC NORTH OF DRIVE ENTRANCE TO PARKING LOT



1  
INSTALL  
1PH PRI RISER  
40 AMP FUSE  
LCP 076  
D = 14'  
FIGURE 63-25-1

2  
INSTALL  
25 KVA DF  
RF  
FIGURE 66-106-1

PROPOSED VOLTAGE DROP

ADDED LOAD	23.8
XFMR LOAD	23.8
FLICKER LOAD	1/2 HP
VOLT DROP	2.1
FLICKER	0.9

**UNDERGROUND LEGEND**

- 1. Single-phase primary
- CABLE MATERIAL AND SIZE
- TT. No 1/0 AL stranded cable, 260 mils tree-retardant INS, 25KV, Jacketed.
- PROP. ELEC. CONDUCTORS ONLY
- EX: **3R** = No. 1/0 solid AL cable for three-phase primary
- 3G4D** = No. 1/0 AL cable for 3-phase primary and 350 AL cable for 1-phase secondary
- CONDUCTOR CHANGE

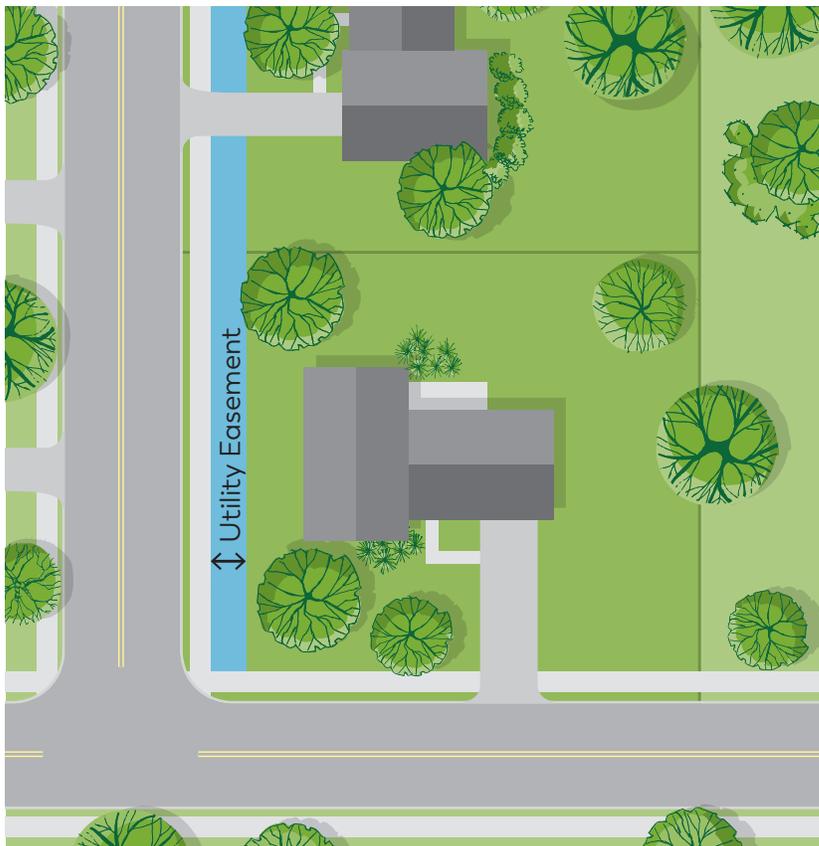


SUBSTATION RAMONA		WD NO. 0568	METER NUMBER		METER ORDER NUMBER		CONSUMERS ENERGY CONTACTS		
CIRCUIT ROBINSON		CKT NO. 01	METER LOCATION		READ		DEPARTMENT	NAME	NUMBER
TLM NUMBER		# OF RODS	OHMS	430 MANHATTAN RD SE - NLU		COORDINATOR Chance N Nestoney		616-268-6318	
CM NO. 100007556620		JOB PURPOSE:		ORDER TYPE		DESIGN NUMBER	ORDER NUMBER	CUSTOMER REQUESTED COMMERCIAL SVC & DEMO OF EXISTING SVC	
CE STAKING REQ'D <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		FORESTRY REQ'D <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		ECNC NLU	1069949209	11648872	UPSTREAM SECTIONALIZING DEVICE: 053-80A		
ELECTRIC		ELECTRIC CAD TITLE BLOCK (2020)		ECNC NSU	1070656211	11648873	LOCATION: N/O MANHATTAN RD SE & PIONEER CLUB RD SE		
SHEET B SHEET 1 OF 1		SCALE 1"=50'	KENT	CO	E GD RAPIDS	TWP	T 07N R 11W SEC. 34		

# Understanding the Easement Process

**Consumers Energy**

Count on Us®



## Frequently Asked Questions

### What is an easement?

An easement provides a legal right to use a portion of a person's property for a specific purpose.

### Who owns the property after an easement is granted?

The property owner still owns their property and retains the right to use and enjoy it, subject to the rights of the easement.

*Continued on back page.*

# Understanding the Easement Process

## Why would Consumers Energy need a utility easement?

Consumers Energy may need to request an easement from a property owner to ensure we can correctly and safely install, access, and maintain lines and equipment (e.g., pole or pipeline replacement, tree trimming).

Depending on the circumstances, to achieve this goal, an easement may be needed from the property owner requesting service and/or from nearby or adjacent property owners.

## How can you assist the easement process?

You can assist in the easement process by providing any documents or transactions that affect your property. These include:

- Copy of the last recorded deed (can be obtained from County Register of Deeds)
- Property survey (if available)
- Any additional real estate related documents (Land Contracts, Trust documents, Leases, Deed from a split, etc.)

If the route to bring service to you requires us to cross another owner's property, they will need to grant us an easement. It is your responsibility to secure the route. Any information you could provide (e.g., names and contact information) will allow us to initiate contact and could reduce the project's timeline.

If your neighbor refuses to sign an easement or can't be located, an alternative design will be needed, which could cause a delay.

## When will you receive the easement?

After the design for the service is complete and ownership verified, we will provide an easement agreement to you and any necessary neighboring property owners.

Please sign, notarize and return these documents as soon as possible to meet your service timeline.

If there are any questions regarding the easement, our Right of Way Agent (contact information will be provided with the easement) will be happy to discuss the easement with you.

## When will installation be scheduled?

If you have addressed or completed all other prerequisites (including any necessary inspections, site preparation, payment, etc.), and any necessary easement agreements have been signed and returned, your Project Coordinator will work with you to schedule your installation.

PROCEEDINGS OF THE CITY COMMISSION  
CITY OF EAST GRAND RAPIDS

**Regular Meeting Held July 1, 2024**

Mayor Favale called the meeting to order at 6:00 p.m. in the City Commission Chambers at the East Grand Rapids Community Center and led the audience in the Pledge of Allegiance.

Present: Commissioners Burdick, Groff-Blaszak, Schwartz, Wessely and Mayor Favale.

Absent: Commissioner Hunter.

Also Present: City Manager Charles; Deputy City Manager La Fave; City Attorney Huff; Parks and Recreation Director Melville; Public Safety Captain Ric Buikema; City Clerk Parmenter.

2024-109. The agenda was approved as presented.

2024-110. Public comment:

Peter Kulas-Domingues, 1650 Oakleigh Rd. NW, is running for Kent County Probate Judge and is on the August 6<sup>th</sup> ballot.

Robyn Stratton, 656 Lakeside Dr SE, is in favor of a traffic impact study. She has almost been hit while walking by bikes and E-Bikes.

Tami Bosco, 545 Lakeside Dr SE, agrees with everything that Robyn Stratton said. She has seen a lot of growth and hopes a traffic impact study will be done.

Mandy Sharp Eizinger, 1643 Whitfield Rd SE, is surprised that pedestrian safety was not on the agenda. She urged for a traffic study before development.

Kyle Brinks, 1721 Whitfield Rd SE, stated that he was pleading for Breton to be made a safer road and there have been people hit by cars that had not been reported to Public Safety. He also noted that there was overgrown vegetation at some of the intersections on Breton.

Lauren Johnson, 959 Breton Rd SE, stated that there needs to be concern with the sidewalks relating to bikes and E-Bikes.

Dane Lund, 2405 Oakwood Dr SE, stated that while East Grand Rapids is a great place, an area of improvement could be traffic and pedestrian safety.

Sean Sperling, 1779 Whitefield Rd SE, E-Bikes and E-Scooters have increased, traffic increased and asked to make safety a priority.

Kate Zell, her son was hit at “cone crossing” a couple of years ago. She stated that it was his fault and that he had made a full recovery. People make mistakes but thinks it can be reduced if there are flashing crossing signs at crosswalks and increase penalties.

Joe Rizqallah, 2730 Maplewood Dr SE, asked if there was a budget for Public Safety. He showed a picture on his phone of pedestrian crossing signs that sit in the middle of the crosswalk stating that it is state law to stop for pedestrians in the crosswalk.

2024-111. Mayor and City Commission comments, including committee liaison reports.

Commissioner Burdick thanked everyone for coming out and appreciated that it was not a blame session but that there were suggestions given.

Commissioner Wessely appreciated everyone for coming out and his heart goes out to everyone involved and the families in the area. He explained the traffic study process and stated that they are working to figure out a solution.

Commissioner Schwartz thanked everyone for coming out and stated that they remain committed to doing better. She noted that the traffic study for Breton was done in May and the results should be coming out soon. She stated that the City staff has learned how to install the flashing crosswalk signs to save the City money so they can do more.

Commissioner Groff-Blaszak echoed deep thanks for everyone coming out. She gave deep sympathies to the victim’s family, Public Safety involved and the driver. She appreciated the conversations that she had with residents regarding safety in regard to walking, biking, scooters, E-Bikes, etc. She suggested a near future work session or meeting to discuss traffic safety and infrastructure that allows for safety of all road/sidewalk users, new approaches to design, slow streets, vision zero and safe system approach.

City Manager Charles noted that it was a tough night a couple of weeks ago for everyone. He stated that recommendations regarding a traffic study would be coming to the Commission in the near future. He also stated that there was a technical glitch with YouTube during the last Planning Commission meeting, but the audio recording is now available. The next Planning Commission meeting will be held July 9<sup>th</sup> with Gaslight Investors. He thanked Public Works and Public Safety for their work during the storm clean up last week and reminded everyone about the upcoming July 4<sup>th</sup> events.

2024-112. Consider electing a president to serve in the absence of the Mayor for FY 2024-25.

City Manager Charles reviewed the request.

Commissioner Burdick nominated Commissioner Schwartz if she was willing to remain as the President.

Commissioner Schwartz stated that she would be honored.

2024-112-A. Burdick-Wessely. To elect Commissioner Schwartz as president to serve in the absence of the Mayor for FY 2024-25.

Yeas: Burdick, Groff-Blaszak, Schwartz, Wessely and Favale – 5  
Nays: None.

2024-113. Consider participating in the National Opioid Settlement Agreement with Kroger and authorize the City Manager to execute any documents necessary on behalf of the City of East Grand Rapids.

City Manager Charles highlighted the request.

Commissioner Groff-Blaszak asked how the funds received so far have been used. City Manager Charles noted that they have not been used yet.

2024-113-A. Schwartz-Wessely. To participating in the National Opioid Settlement Agreement with Kroger and authorize the City Manager to execute any documents necessary on behalf of the City of East Grand Rapids.

Yeas: Burdick, Groff-Blaszak, Schwartz, Wessely and Favale – 5  
Nays: None.

2024-114. Groff-Blaszak -Burdick. To approve the consent agenda as follows:

2024-114-A. Minutes of the regular meeting held June 17, 2024.

2024-114-B. Disbursement of funds: payroll disbursements of \$301,941.56 county and school disbursements of \$0, and total remaining disbursements of \$1,508,374.82.

Yeas: Burdick, Groff-Blaszak, Schwartz, Wessely and Favale –5  
Nays: None.

The meeting adjourned at 6:50 p.m., subject to the call of the Mayor until July 15, 2024.

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Lori A Parmenter, City Clerk

**City of East Grand Rapids**  
**Agenda of the City Commission**  
**Voucher Run Summary July 15, 2024**  
**CHECKS #138255-138304 ACH #708308-708372**

12

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
<b>Fund 101 GENERAL FUND</b>					
<b>Dept 000</b>					
101-000-0380.00	ACCOMMODATION PURCHASES	61ST DISTRICT COURT	BOND/AMBER L JACKSON/24-2756	\$ 100.00	138255
		Total For Dept 000		\$ 100.00	
<b>Dept 101 CITY COMMISSION</b>					
101-101-9560.06	THE RIGHT PLACE	THE RIGHT PLACE INC	THE RIGHT PLACE/ANNUAL PLEDGE	\$ 2,500.00	708360
		Total For Dept 101 CITY COMMISSION		\$ 2,500.00	
<b>Dept 172 CITY MANAGER</b>					
101-172-9570.13	CLERKS CONFERENCE/MEETINGS	LORI PARMENTER	EXP REIMB- L PARMENTER - MAMC CONF	\$ 247.94	708326
		Total For Dept 172 CITY MANAGER		\$ 247.94	
<b>Dept 210 CITY ATTORNEY</b>					
101-210-7080.00	CONTRACTUAL WAGES	VARNUM LLP	LEGAL SVCS/JUNE	\$ 15,250.00	708362
		Total For Dept 210 CITY ATTORNEY		\$ 15,250.00	
<b>Dept 260 FINANCE</b>					
101-260-7400.00	OPERATING SUPPLIES	INTEGRITY BUSINESS SOLUTIONS	COPY PAPER	\$ 234.95	138279
101-260-7400.00	OPERATING SUPPLIES	PRINTING PRODUCTIONS INK	MAILING ENVELOPES	\$ 145.50	138287
101-260-8010.00	CONTRACTUAL SERVICES	KENT COMMUNICATIONS INC	SUMMER TAX BILLS/PRINT & MAIL	\$ 1,226.57	138281
101-260-8010.00	CONTRACTUAL SERVICES	VERIZON WIRELESS	CELLULAR SVC/DEVICES	\$ 18.77	138293
101-260-8010.00	CONTRACTUAL SERVICES	ORACLE AMERICA INC	TALEO/4.2024-6.2024	\$ 865.08	708372
101-260-8010.00	CONTRACTUAL SERVICES	I3 BUSINESS SOLUTIONS LLC	IT MONITORING SVC/MONTHLY	\$ 1,286.62	138301
101-260-9320.00	COMPUTER REPAIR	CDW GOVERNMENT INC	PW IPAD BATTERIES	\$ 34.10	708340
101-260-9700.00	CAPITAL EXPENDITURES	GZA GEOENVIRONMENTAL INC	CAP DEVELOPMENT	\$ 12,237.00	708345
101-260-9701.00	SMALL CAPITAL	SOUTHERN COMPUTER WAREHOU	SERVER ROOM SWITCHES	\$ 1,487.72	138290
101-260-9701.00	SMALL CAPITAL	VERIZON WIRELESS	CELLULAR SVC/DEVICES	\$ 18.78	138293

**City of East Grand Rapids  
 Agenda of the City Commission  
 Voucher Run Summary July 15, 2024  
 CHECKS #138255-138304 ACH #708308-708372**

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
		Total For Dept 260 FINANCE		\$ 17,555.09	
<b>Dept 265 CITY BUILDINGS</b>					
101-265-7400.00	OPERATING SUPPLIES	INTEGRITY BUSINESS SOLUTIONS	COPY PAPER	\$ 234.95	138279
101-265-7400.00	OPERATING SUPPLIES	STAPLES	SUPPLIES	\$ 5.94	708357
101-265-7400.05	CLEANING SUPPLIES	ACTION CHEMICAL INC	CLEANING/JANITORIAL SUPPLIES	\$ 1,156.63	708337
101-265-7400.06	OFFICE SUPPLIES	PRINTING PRODUCTIONS INK	MAILING ENVELOPES	\$ 145.50	138287
101-265-7400.06	OFFICE SUPPLIES	STAPLES	SUPPLIES	\$ 149.92	708357
101-265-7400.06	OFFICE SUPPLIES	STAPLES	SUPPLIES	\$ 43.73	708357
101-265-8010.35	GENERAL BUILDING/COM CENTER/L	CREATIVE ICE RENTALS	ICE MACHINE CLEANING	\$ 201.25	138275
101-265-8010.35	GENERAL BUILDING/COM CENTER/L	FASTSIGNS OF GRAND RAPIDS	DROP BOX DECALS	\$ 281.24	138277
101-265-8010.48	FIRE MONITORING AND LOCK SYSTE	EVERON	FIRE MONITORING/PS	\$ 254.67	708367
101-265-8010.48	FIRE MONITORING AND LOCK SYSTE	EVERON	FIRE MONITORING/DPW	\$ 41.75	708367
101-265-8010.48	FIRE MONITORING AND LOCK SYSTE	EVERON	FIRE MONITORING/COMM CTR	\$ 306.37	708367
101-265-9240.00	TELEPHONE SERVICE + CELL	AT&T	ELEVATOR EMERGENCY LINE	\$ 120.08	138271
101-265-9240.00	TELEPHONE SERVICE + CELL	VERIZON WIRELESS	CELLULAR SVC/DEVICES	\$ 85.88	138293
101-265-9240.00	TELEPHONE SERVICE + CELL	COMCAST BUSINESS	FAX LINE/PS	\$ 90.81	138295
101-265-9240.00	TELEPHONE SERVICE + CELL	NEXVORTEX	MSIP PHONE SVC/JULY	\$ 584.21	708369
101-265-9700.00	CAPITAL EXPENDITURES	NORTHWEST KENT MECHANICAL C	REPL TOILET FOR MANHATTAN BATHRM	\$ 411.68	138284
101-265-9700.00	CAPITAL EXPENDITURES	GZA GEOENVIRONMENTAL INC	CAP DEVELOPMENT	\$ 3,671.10	708345
101-265-9700.00	CAPITAL EXPENDITURES	GZA GEOENVIRONMENTAL INC	CAP DEVELOPMENT	\$ 3,671.10	708345
		Total For Dept 265 CITY BUILDINGS		\$ 11,456.81	
<b>Dept 345 PUBLIC SAFETY</b>					
101-345-7400.01	UNIFORMS	NYE UNIFORM CO	UNIFORMS	\$ 275.00	138285
101-345-7400.04	MEDICAL SUPPLIES	INTEGRITY BUSINESS SOLUTIONS	COPY PAPER	\$ 93.98	138279
101-345-8010.00	CONTRACTUAL SERVICES	VERIZON WIRELESS	CELLULAR SVC/DEVICES	\$ 288.25	138293
101-345-8010.00	CONTRACTUAL SERVICES	LEXISNEXIS RISK SOLUTIONS	DET SFWE,MIN COMMITMENT BAL-MAY	\$ 200.00	708348
101-345-8010.00	CONTRACTUAL SERVICES	COMCAST CABLE	CABLE/JULY	\$ 85.28	138296

**City of East Grand Rapids**  
**Agenda of the City Commission**  
**Voucher Run Summary July 15, 2024**  
**CHECKS #138255-138304 ACH #708308-708372**

<b>GL Number</b>	<b>Invoice Line Desc</b>	<b>Vendor</b>	<b>Invoice Description</b>	<b>Amount</b>	<b>Check #</b>
101-345-8010.00	CONTRACTUAL SERVICES	POWERDMS INC	FTO & ENGAGE SOFTWARE/ANNUAL 24/25	\$ 6,890.00	708370
101-345-9300.00	REPAIRS & MAINTENANCE	WEST SHORE SERVICES INC	TORNADO SIREN REPAIR	\$ 1,412.50	138294
101-345-9571.00	INSERVICE TRAINING	ROCKFORD AMBULANCE	CPR CARDS	\$ 10.00	138288
101-345-9701.00	SMALL CAPITAL	MACQUEEN	SUPERVAC BATTERY FAN/PS	\$ 5,437.50	708349
		Total For Dept 345 PUBLIC SAFETY		\$ 14,692.51	
<b>Dept 371 ZONING ADMINISTRATION</b>					
101-371-7400.00	OPERATING SUPPLIES	MLIVE MEDIA GROUP	LEGAL AD/GASLIGHT INVESTORS	\$ 148.10	138283
101-371-8010.00	CONTRACTUAL SERVICES	PLB PLANNING GROUP LLC	MASTER PLAN UPDATE	\$ 2,815.00	708351
101-371-8010.00	CONTRACTUAL SERVICES	PLB PLANNING GROUP LLC	PLANNING & MASTER PLAN SVC	\$ 1,750.00	708351
		Total For Dept 371 ZONING ADMINISTRATION		\$ 4,713.10	
<b>Dept 450 LICENSES &amp; PERMITS</b>					
101-450-4790.00	OTHER PERMITS	JOEL & MOLLY BARRETT	REFUND/VARIANCE FEE -NOT NEEDED	\$ 500.00	138267
		Total For Dept 450 LICENSES & PERMITS		\$ 500.00	
<b>Dept 485 GASLIGHT VILLAGE BUSINESS DISTRICT</b>					
101-485-7400.36	REC/GROUND MAINT	TRACY WILL	REIMB/FLOWERS & PLANTS	\$ 400.00	708365
101-485-8010.00	CONTRACTUAL SERVICES	TIETEMA PAINTING CO	PAINTING/GASLIGHT ORN AMENITIES	\$ 3,900.00	708334
		Total For Dept 485 GASLIGHT VILLAGE BUSINESS DISTRICT		\$ 4,300.00	
<b>Dept 528 YARD WASTE COLLECTION/REFUSE/COMPOST</b>					
101-528-8010.00	CONTRACTUAL SERVICES	ARROWASTE INC	TRASH REMOVAL/DPW	\$ 406.25	708366
101-528-8010.00	CONTRACTUAL SERVICES	ARROWASTE INC	TRASH REMOVAL/CITY HALL	\$ 364.72	708366
101-528-8050.00	YARD WASTE DISPOSAL	CANNONSBURG WOOD PRODUCT	YARD WASTE	\$ 500.00	138274
101-528-8050.00	YARD WASTE DISPOSAL	CANNONSBURG WOOD PRODUCT	YARD WASTE	\$ 500.00	138274
101-528-8050.00	YARD WASTE DISPOSAL	CANNONSBURG WOOD PRODUCT	YARD WASTE/CREDIT	\$ (12.00)	138274
101-528-8050.00	YARD WASTE DISPOSAL	CANNONSBURG WOOD PRODUCT	YARD WASTE	\$ 500.00	138274
101-528-8050.00	YARD WASTE DISPOSAL	CANNONSBURG WOOD PRODUCT	YARD WASTE	\$ 500.00	138274

**City of East Grand Rapids**  
**Agenda of the City Commission**  
**Voucher Run Summary July 15, 2024**  
**CHECKS #138255-138304 ACH #708308-708372**

<b>GL Number</b>	<b>Invoice Line Desc</b>	<b>Vendor</b>	<b>Invoice Description</b>	<b>Amount</b>	<b>Check #</b>
101-528-8050.00	YARD WASTE DISPOSAL	CANNONSBURG WOOD PRODUCT	YARD WASTE	\$ 500.00	138274
101-528-8050.00	YARD WASTE DISPOSAL	CANNONSBURG WOOD PRODUCT	YARD WASTE	\$ 500.00	138274
101-528-8050.00	YARD WASTE DISPOSAL	CANNONSBURG WOOD PRODUCT	YARD WASTE	\$ 500.00	138274
		Total For Dept 528 YARD WASTE COLLECTION/REFUSE/COMPOST		\$ 4,258.97	
<b>Dept 601 RECREATION REVENUE</b>					
101-601-6113.00	REC SPORTS FEES	SHERRY REED	SECURITY DEPOSIT REFUND	\$ 100.00	138268
		Total For Dept 601 RECREATION REVENUE		\$ 100.00	
<b>Dept 751 RECREATION</b>					
101-751-7400.00	OPERATING SUPPLIES	INTEGRITY BUSINESS SOLUTIONS	COPY PAPER	\$ 140.97	138279
101-751-9300.00	REPAIRS & MAINTENANCE	SCHEPERS LAWN SPRINKLING INC	SPRINKLER REPAIRS	\$ 954.00	138289
101-751-9700.00	CAPITAL EXPENDITURES	ETNA SUPPLY COMPANY	FB TRAIL CONSTRUCTION SUPPLIES	\$ 270.14	138257
		Total For Dept 751 RECREATION		\$ 1,365.11	
<b>Dept 771 TREE MAINTENANCE AND REMOVAL</b>					
101-771-8010.00	CONTRACTUAL SERVICES	MIKE TOCCO	REFUND/GRAPIDS IRRIGATION INV	\$ 66.95	138269
		Total For Dept 771 TREE MAINTENANCE AND REMOVAL		\$ 66.95	
<b>Dept 775 SPECIAL EVENTS</b>					
101-775-7400.00	OPERATING SUPPLIES	GRAINGER INC	SPECIAL EVENT CONES	\$ 1,974.00	138260
101-775-7400.00	OPERATING SUPPLIES	SARA COFFEY	REIMB - RLR SUPPLIES	\$ 25.37	708314
101-775-7400.00	OPERATING SUPPLIES	ELIZABETH GRANSTRA	REIMB BETSY GRANSTRA - RLR SUPPLIES	\$ 28.81	708319
101-775-7400.00	OPERATING SUPPLIES	SWANK MOTION PICTURES INC	BARBIE MOVIE	\$ 565.00	708332
101-775-8010.00	CONTRACTUAL SERVICES	COTY BOUCHARD	SUMMER BAND - C BOUCHARD	\$ 450.00	138256
101-775-8010.00	CONTRACTUAL SERVICES	GREAT LAKES OUTDOOR CINEMA L	MOVIES IN THE PARK 2024 - BARBIE	\$ 1,100.00	138263
101-775-8010.00	CONTRACTUAL SERVICES	LITTLE BLACK BOOTH	REEDS LAKE RUN PHOTO BOOTH	\$ 350.00	138265
101-775-8800.00	COMMUNITY PROMOTION	BOY SCOUT TROOP #271	REEDS LAKE RUN VOL GROUP	\$ 300.00	138273
101-775-8800.00	COMMUNITY PROMOTION	EGR WATER POLO	REEDS LAKE RUN VOL GROUP	\$ 200.00	138276

**City of East Grand Rapids**  
**Agenda of the City Commission**  
**Voucher Run Summary July 15, 2024**  
**CHECKS #138255-138304 ACH #708308-708372**

<b>GL Number</b>	<b>Invoice Line Desc</b>	<b>Vendor</b>	<b>Invoice Description</b>	<b>Amount</b>	<b>Check #</b>
101-775-8800.00	COMMUNITY PROMOTION	PORT/HDVCH	REEDS LAKE RUN VOL GROUP	\$ 300.00	138286
101-775-8800.00	COMMUNITY PROMOTION	EGR HIGH SCHOOL DRUM CORP	JULY 4TH ENTERTAINMENT	\$ 150.00	138297
101-775-8800.00	COMMUNITY PROMOTION	FULL CORD BLUEGRASS	JULY 4TH ENTERTAINMENT	\$ 2,000.00	138298
101-775-8800.00	COMMUNITY PROMOTION	GRAND CITY SHOW SKIERS	JULY 4TH ENTERTAINMENT	\$ 1,300.00	138299
101-775-8800.00	COMMUNITY PROMOTION	GRAND RAPIDS & DISTRICT PIPE BA	JULY 4TH ENTERTAINMENT	\$ 800.00	138300
		Total For Dept 775 SPECIAL EVENTS		\$ 9,543.18	
<b>Dept 777 RECREATION PROGRAMMING</b>					
101-777-7400.00	OPERATING SUPPLIES	PAMELA E SLATER	REIMB/MERMAID CAMP SUPPLIES	\$ 80.00	708330
101-777-8010.00	CONTRACTUAL SERVICES	CULTIVATE	CULTIVATE ART CLASSES	\$ 1,499.00	708316
101-777-8010.00	CONTRACTUAL SERVICES	CULTIVATE	CULTIVATE ART CLASSES	\$ 912.00	708316
		Total For Dept 777 RECREATION PROGRAMMING		\$ 2,491.00	
<b>Dept 778 GROUNDS MAINTENANCE</b>					
101-778-7400.00	OPERATING SUPPLIES	GREENLINE SPORTS TURF	FIELD MARKING PAINT	\$ 225.00	138264
101-778-7400.00	OPERATING SUPPLIES	MODEL COVERALL SERVICE INC	UNIFORM RENTAL/	\$ 11.30	708325
101-778-7400.00	OPERATING SUPPLIES	TRACY WILL	REIMB/FLOWERS & PLANTS	\$ 209.45	708365
101-778-9300.00	REPAIRS & MAINTENANCE	GRAINGER INC	GENERAL REPAIRS	\$ 97.01	138260
		Total For Dept 778 GROUNDS MAINTENANCE		\$ 542.76	
<b>Dept 779 RECREATION SPORTS</b>					
101-779-7080.00	CONTRACTUAL WAGES	LUIS ANTONIO AGUILAR POZOS	ADULT SOCCER OFFICIAL	\$ 375.00	708308
101-779-7080.00	CONTRACTUAL WAGES	FRANCISCO ARVIZU	ADULT SOCCER OFFICIAL	\$ 150.00	708309
101-779-7080.00	CONTRACTUAL WAGES	STEVEN AZKOUL	ADULT S'BALL UMPIRE	\$ 105.00	708310
101-779-7080.00	CONTRACTUAL WAGES	NOE BERNARDINO	ADULT SOCCER OFFICIAL	\$ 150.00	708311
101-779-7080.00	CONTRACTUAL WAGES	RICARDO BASULTO CHABOLLA	ADULT SOCCER OFFICIAL	\$ 225.00	708312
101-779-7080.00	CONTRACTUAL WAGES	MICHELLE CHENLO	ADULT SOCCER OFFICIAL	\$ 150.00	708313
101-779-7080.00	CONTRACTUAL WAGES	JESUS CRUZ	ADULT SOCCER OFFICIALS	\$ 225.00	708315
101-779-7080.00	CONTRACTUAL WAGES	GREG JAMES	ADULT S'BALL UMPIRE	\$ 340.00	708320



**City of East Grand Rapids**  
**Agenda of the City Commission**  
**Voucher Run Summary July 15, 2024**  
**CHECKS #138255-138304 ACH #708308-708372**

<b>GL Number</b>	<b>Invoice Line Desc</b>	<b>Vendor</b>	<b>Invoice Description</b>	<b>Amount</b>	<b>Check #</b>
202-447-7400.00	OPERATING SUPPLIES	VERIZON WIRELESS	CELLULAR SVC/DEVICES	\$ 27.02	138293
202-447-8010.00	CONTRACTUAL SERVICES	PLB PLANNING GROUP LLC	PLANNING & MASTER PLAN SVC	\$ 1,299.38	708351
		Total For Dept 447 CITY ENGINEERING		\$ 1,326.40	
<b>Dept 463 ROUTINE MAINTENANCE</b>					
202-463-7400.13	CEMENT	BELDEN BRICK AND SUPPLY CO	CEMENT/MAINS & SEWERS	\$ 9.90	138272
202-463-7400.13	CEMENT	BELDEN BRICK AND SUPPLY CO	CEMENT/MAINS & SEWERS	\$ 29.70	138272
202-463-7400.13	CEMENT	BELDEN BRICK AND SUPPLY CO	CEMENT/MAINS & SEWERS	\$ 410.02	138272
202-463-8010.00	CONTRACTUAL SERVICES	AJZ CONCRETE LLC	DRIVE APPROACH/SIDEWALK REPAIR	\$ 1,620.00	138270
202-463-8010.00	CONTRACTUAL SERVICES	PREIN & NEWHOF	ROBINSON/CASCADE NEPA	\$ 1,651.80	708352
		Total For Dept 463 ROUTINE MAINTENANCE		\$ 3,721.42	
<b>Dept 474 TRAFFIC SERVICES</b>					
202-474-8010.12	GR, KENT CNTY, CONSUMERS, SIGN	VERIZON WIRELESS	TRAFFIC SIGNAL WIRELESS	\$ 175.20	138292
		Total For Dept 474 TRAFFIC SERVICES		\$ 175.20	
		Total For Fund 202 MAJOR STREET FUND		\$ 5,223.02	
<b>Fund 203 LOCAL STREET FUND</b>					
<b>Dept 447 CITY ENGINEERING</b>					
203-447-7400.00	OPERATING SUPPLIES	VERIZON WIRELESS	CELLULAR SVC/DEVICES	\$ 27.01	138293
203-447-8010.00	CONTRACTUAL SERVICES	PROGRESSIVE AE INC	TRAFFIC ENG SERVICES	\$ 1,215.20	708353
		Total For Dept 447 CITY ENGINEERING		\$ 1,242.21	
<b>Dept 463 ROUTINE MAINTENANCE</b>					
203-463-7400.12	ASPHALT	RIETH-RILEY CONSTRUCTION CO	ASPHALT/POTHOLE PATCHING	\$ 473.76	138266
203-463-7400.13	CEMENT	BELDEN BRICK AND SUPPLY CO	CEMENT/MAINS & SEWERS	\$ 9.90	138272
203-463-7400.13	CEMENT	BELDEN BRICK AND SUPPLY CO	CEMENT/MAINS & SEWERS	\$ 29.70	138272
203-463-7400.13	CEMENT	BELDEN BRICK AND SUPPLY CO	CEMENT/MAINS & SEWERS	\$ 410.02	138272

**City of East Grand Rapids**  
**Agenda of the City Commission**  
**Voucher Run Summary July 15, 2024**  
**CHECKS #138255-138304 ACH #708308-708372**

<b>GL Number</b>	<b>Invoice Line Desc</b>	<b>Vendor</b>	<b>Invoice Description</b>	<b>Amount</b>	<b>Check #</b>
203-463-8010.00	CONTRACTUAL SERVICES	AJZ CONCRETE LLC	CONCRETE/SIDEWALKS	\$ 4,025.00	138270
203-463-8010.00	CONTRACTUAL SERVICES	AJZ CONCRETE LLC	CONCRETE/SIDEWALKS	\$ 4,775.00	138270
203-463-8010.00	CONTRACTUAL SERVICES	AJZ CONCRETE LLC	MISC SIDEWALK REPAIRS	\$ 4,850.00	138270
203-463-8010.00	CONTRACTUAL SERVICES	AJZ CONCRETE LLC	CURB/GUTTER REPAIRS	\$ 3,712.00	138270
		Total For Dept 463 ROUTINE MAINTENANCE		\$ 18,285.38	
<b>Dept 474 TRAFFIC SERVICES</b>					
203-474-7400.14	SIGNS, POSTS, BARRICADES	DORNBOS SIGN & SAFETY INC	STOP SIGNS	\$ 295.10	708317
		Total For Dept 474 TRAFFIC SERVICES		\$ 295.10	
		Total For Fund 203 LOCAL STREET FUND		\$ 19,822.69	
<b>Fund 592 WATER &amp; SEWER FUND</b>					
<b>Dept 542 MAINS AND HYDRANTS</b>					
592-542-7400.00	OPERATING SUPPLIES	GRAND RAPIDS GRAVEL COMPANY	GRAVEL/MAINS & SEWERS	\$ 247.19	138278
592-542-7400.00	OPERATING SUPPLIES	VERIZON WIRELESS	CELLULAR SVC/DEVICES	\$ 27.00	138293
592-542-7400.18	WATER MAIN MTRL AND ACCES	GRAND RAPIDS GRAVEL COMPANY	GRAVEL/MAINS & SEWERS	\$ 247.20	138278
592-542-7400.23	STAKING, SAMPLES, SMALL EQUIP, M	GRAND RAPIDS GRAVEL COMPANY	GRAVEL/MAINS & SEWERS	\$ 247.19	138278
592-542-8010.00	CONTRACTUAL SERVICES	FERGUSON ENTERPRISES LLC #33	HYDRANT FLAGS	\$ 1,209.50	138258
592-542-8010.00	CONTRACTUAL SERVICES	VERIZON WIRELESS	CELLULAR SVC/DEVICES	\$ 147.70	138293
592-542-8170.00	BULK SUPPLY - WATER	GRAND RAPIDS CITY TREASURER	W/S SERVICES-	\$ 109,812.46	708344
592-542-9560.00	DUES & SUBSCRIPTIONS	MRWA (MI RURAL WATER ASSOCIA	MRWA MEMEBERSHIP/ANNUAL	\$ 940.00	138303
		Total For Dept 542 MAINS AND HYDRANTS		\$ 112,878.24	
<b>Dept 545 METER READING AND COLLECTING</b>					
592-545-8010.00	CONTRACTUAL SERVICES	HALVERSON ENGINEERING LLC	WATER METER READS/MONTHLY	\$ 5,053.10	708346
		Total For Dept 545 METER READING AND COLLECTING		\$ 5,053.10	
<b>Dept 550 SEWER EXPENDITURES</b>					

**City of East Grand Rapids**  
**Agenda of the City Commission**  
**Voucher Run Summary July 15, 2024**  
**CHECKS #138255-138304 ACH #708308-708372**

<b>GL Number</b>	<b>Invoice Line Desc</b>	<b>Vendor</b>	<b>Invoice Description</b>	<b>Amount</b>	<b>Check #</b>
592-550-7400.00	OPERATING SUPPLIES	VERIZON WIRELESS	CELLULAR SVC/DEVICES	\$ 27.00	138293
592-550-7400.20	GRAVEL	GRAND RAPIDS GRAVEL COMPANY	GRAVEL/MAINS & SEWERS	\$ 910.00	138278
592-550-8010.00	CONTRACTUAL SERVICES	VERIZON WIRELESS	CELLULAR SVC/DEVICES	\$ 147.67	138293
592-550-8175.00	BULK SUPPLY - SEWER	GRAND RAPIDS CITY TREASURER	W/S SERVICES-	\$ 60,067.96	708344
		Total For Dept 550 SEWER EXPENDITURES		\$ 61,152.63	
		Total For Fund 592 WATER & SEWER FUND		\$ 179,083.97	
<b>Fund 677 HEALTH CARE FUND</b>					
<b>Dept 852 HEALTH CARE ADMINISTRATION</b>					
677-852-8290.00	MEDICAL, DENTAL, FLEX ADM FEES	UNITED STATES TREASURY	PCORI FEE/2024	\$ 808.22	138291
677-852-8310.00	LIFE AND AD&D INS. PREMIUM	MADISON NATIONAL LIFE INS CO IN	LTD & LIFE INS PREMIUMS-	\$ 1,930.21	708368
677-852-8370.00	LTD INSURANCE PREMIUMS	MADISON NATIONAL LIFE INS CO IN	LTD & LIFE INS PREMIUMS-	\$ 1,463.48	708368
		Total For Dept 852 HEALTH CARE ADMINISTRATION		\$ 4,201.91	
		Total For Fund 677 HEALTH CARE FUND		\$ 4,201.91	
<b>Fund 692 MOTOR EQUIPMENT REVOLVING FUND</b>					
<b>Dept 570 MOTOR EQUIPMENT EXPENDITURES</b>					
692-570-7530.00	OP. SUP - OIL	J&H OIL COMPANY	OIL DRUMS	\$ 2,082.38	138280
692-570-7530.00	OP. SUP - OIL	J&H OIL COMPANY	OIL DRUMS	\$ 1,037.44	138280
692-570-7530.00	OP. SUP - OIL	J&H OIL COMPANY	OIL DRUMS	\$ 146.88	138280
692-570-7530.00	OP. SUP - OIL	J&H OIL COMPANY	OIL DRUMS	\$ 3,072.36	138280
692-570-7540.00	OP. SUP - PARTS	WEST MICHIGAN INTERNATIONAL	GASKET FOR TRUCK #137	\$ 33.02	708364
692-570-7620.00	OP. SUP - UL GAS	FLYERS ENERGY LLC	FUEL PURCHASE/PS	\$ 137.37	708318
692-570-7620.00	OP. SUP - UL GAS	VAN MANEN PETROLEUM GROUP	FUEL/CITY VEHICLES	\$ 879.58	708335
692-570-7620.00	OP. SUP - UL GAS	VAN MANEN PETROLEUM GROUP	ANNUAL MAINT - FUEL MASTER	\$ 175.00	708335
692-570-7620.00	OP. SUP - UL GAS	VAN MANEN PETROLEUM GROUP	FUEL/CITY VEHICLES	\$ 1,449.53	708361
692-570-7620.00	OP. SUP - UL GAS	VAN MANEN PETROLEUM GROUP	FUEL/CITY VEHICLES	\$ 989.67	708371

**City of East Grand Rapids  
 Agenda of the City Commission  
 Voucher Run Summary July 15, 2024  
 CHECKS #138255-138304 ACH #708308-708372**

<b>GL Number</b>	<b>Invoice Line Desc</b>	<b>Vendor</b>	<b>Invoice Description</b>	<b>Amount</b>	<b>Check #</b>
692-570-7630.00	OP. SUP - DIESEL FUEL	VAN MANEN PETROLEUM GROUP	FUEL/CITY VEHICLES	\$ 746.50	708335
692-570-7630.00	OP. SUP - DIESEL FUEL	VAN MANEN PETROLEUM GROUP	ANNUAL MAINT - FUEL MASTER	\$ 175.00	708335
692-570-7630.00	OP. SUP - DIESEL FUEL	VAN MANEN PETROLEUM GROUP	FUEL/CITY VEHICLES	\$ 1,443.39	708371
692-570-8010.00	CONTRACTUAL SERVICES	WEST MICHIGAN INTERNATIONAL	#137 REPAIRS	\$ 1,212.76	708364
692-570-8010.00	CONTRACTUAL SERVICES	IWORQ	MANAGEMENT SYSTEM	\$ 2,500.00	138302
692-570-8010.00	CONTRACTUAL SERVICES	IWORQ	FLEET MGMT SOFTWARE/ANNUAL	\$ 4,000.00	138302
692-570-9700.21	VEHICLES	MARK'S BODY SHOP	LIGHT BARS FOR F150	\$ 889.85	138282
		Total For Dept 570 MOTOR EQUIPMENT EXPENDITURES		\$ 20,970.73	
		Total For Fund 692 MOTOR EQUIPMENT REVOLVING FUND		\$ 20,970.73	
<b>Fund 731 RETIREMENT SYSTEM FUND</b>					
<b>Dept 560 GENERAL ADMINISTRATION</b>					
731-560-8010.00	CONTRACTUAL SERVICES	NORTHERN INSURANCE AGENCY	ANNUAL INS FIDUCIARY	\$ 4,583.00	138304
		Total For Dept 560 GENERAL ADMINISTRATION		\$ 4,583.00	
		Total For Fund 731 RETIREMENT SYSTEM FUND		\$ 4,583.00	
		Fund Totals:			
			Fund 101 GENERAL FUND	\$ 98,748.42	
			Fund 202 MAJOR STREET FUND	\$ 5,223.02	
			Fund 203 LOCAL STREET FUND	\$ 19,822.69	
			Fund 592 WATER & SEWER FUND	\$ 179,083.97	
			Fund 677 HEALTH CARE FUND	\$ 4,201.91	
			Fund 692 MOTOR EQUIPMENT REVOLVING FUND	\$ 20,970.73	
			Fund 731 RETIREMENT SYSTEM FUND	\$ 4,583.00	
		Total For All Funds:		\$ 332,633.74	

**City of East Grand Rapids**  
**Agenda of the City Commission**  
**Voucher Run Summary July 15, 2024**  
**CHECKS #138255-138304 ACH #708308-708372**

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
7/15/2024	Laura Schwartz			\$332,633.74	
	Brad Hunter				
	Katie Favale				
Alternate:					
Alternate:					



SHEA CHARLES  
CITY MANAGER

CITY OF  
EAST GRAND RAPIDS

13

750 LAKESIDE DRIVE SE • EAST GRAND RAPIDS, MICHIGAN 49506

(616) 940-4817

[www.eastgr.org](http://www.eastgr.org)

**MEMORANDUM**

TO: Honorable Mayor and City Commissioners

FROM: Shea Charles, City Manager

DATE: July 10, 2024

RE: Michigan Municipal League Liability and Workers' Compensation Fund Election

Action Requested: That the City Commission cast their vote for three (3) candidates for the Michigan Municipal League Workers' Compensation Fund.

Background: The City of East Grand Rapids is part of the Michigan Municipal League's Workers' Compensation Fund. As part of our membership, we are asked to vote for the Trustees. This year's candidates are Victor Cardenas, City Manager for City of Novi. This will be his first term if elected. The second candidate is Daniel Cross, Administrator for the City of DeWitt. This will be his first term if elected. The third candidate is Bridget Dean, Mayor of the City of Berkley. This will be her first term if elected. The candidate information is attached.

Shea Charles  
City Manager



michigan  
municipal  
league

workers'  
compensation  
fund

1675 Green Road  
Ann Arbor, MI 48105  
P: 734-662-3246  
800-653-2483  
F: 734-662-8083  
[mml.org](http://mml.org)

**To:** Members of the MML Workers' Compensation Fund  
**From:** Michael J. Forster, Fund Administrator  
**Date:** June 24, 2024  
**Subject:** Fund Trustee Election

Dear Fund Member:

Enclosed is your ballot for this year's Board of Trustees election. Three appointees have agreed to seek election to their first term. You may also write in one or more candidates if you wish.

A brief biographical sketch of the candidates is provided for your review.

I hope you will affirm the work of the Nominating Committee by returning your completed ballot in the enclosed return envelope, no later than August 9th. Alternately, you may complete your ballot online:

Go to [www.mml.org](http://www.mml.org). At the top of the page, hover over *Programs & Services* and select *Risk Management* from the drop-down list. Next, look for the *Jump To* panel and select *Workers' Compensation Fund*. The ballot link is on the next page, in the *Jump To* panel, under *Online Forms*.

The MML Workers' Compensation Fund is owned and controlled by its members. Your comments and suggestions on how we can serve you better are very much appreciated. Thank you again for your membership in the Fund, and for participating in the election of your governing board.

Sincerely,

A handwritten signature in black ink that reads "Michael J. Forster".

Michael J. Forster  
Fund Administrator  
[mforster@mml.org](mailto:mforster@mml.org)

THE CANDIDATES  
Four-year terms beginning October 1, 2024



***Victor Cardenas, City Manager, City of Novi***

Victor Cardenas joined the City of Novi as Assistant City Manager in October 2010. He was named Interim City Manager in November 2022 and was selected as City Manager in June 2023. For twelve years, Mr. Cardenas assisted the City Manager in developing program strategies to achieve City Council goals and to improve the quality of life in Novi. He coordinates day-to-day operations and ensures integration of services among City Departments as well as the dependable delivery of high-quality services while conserving community resources. Mr. Cardenas instituted a citizen relationship software that has greatly improved Novi's receipt of service requests and workflow management and created a digitized version of the City's Capital Improvement Program. He continues to be active with the International City/County Management Association, being elected to the Board of Directors in 2020, the Michigan Municipal Executives and multiple committees, associations, and organizations throughout the region. Additionally, he sits on the boards for the Intelligent Transportation Society of Michigan and the Michigan Library Network. Victor is seeking election to his first term.



***Daniel Coss, City Administrator, City of DeWitt***

Daniel Coss was appointed DeWitt's City Administrator in 2011, after previously working for the City of Marysville for more than 11 years. Dan is originally from the mid-Michigan area and has a Bachelor of Science in Forestry from Michigan State University and a Master's of Science Degree in Administration from Central Michigan University. Daniel is seeking election to his first term.



***Bridget Dean, Mayor, City of Berkley***

Bridget Dean was first elected to Berkley City Council in 2019 and re-elected in 2023. She and her husband have lived in Berkley since 2005 and have two grown children. Bridget has owned the knit shop "...have you any Wool?" in Berkley for twenty years. Being both a resident and business owner gives her a unique perspective and compliments the skills already on City Council. Bridget has been active in numerous organizations, as a member and vice chair of the Berkley Downtown Development Authority and several of its committees, and as a member and board member of the Greater Berkley Chamber of Commerce. Bridget is seeking election to her first term.